



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

---

## **REQUEST FOR PROPOSAL**

Special School District No.1  
Request for Proposals # RFP 26-04  
2026-2028 ASBESTOS ABATEMENT FOR MAINTENANCE AND CONSTRUCTION PROJECTS  
Proposals Received 1:00 PM, local time, Monday December 15, 2025  
Virtual Proposal Delivery

To furnish all labor, materials, equipment, and incidentals to complete asbestos work at various sites, Minneapolis, MN, all in accordance with drawings and specifications.

A complete set of Documents will be available Monday, November 17, 2025 at <https://www.mpschools.org/departments/finance/procurement>

A Statement of Qualifications (SOQ) package must be submitted to Minneapolis Public Schools (MPS) with the Contractors bid (SOQ does not have to be submitted by firms who have a current SOQ on file with the District). If an SOQ is not submitted, the proposal will be returned to the contractor unopened. This form may be obtained at any time by contacting Diedra Geye at [diedra.geye@mpls.k12.mn.us](mailto:diedra.geye@mpls.k12.mn.us)

Proposals will be received via email to [RFX@mpls.k12.mn.us](mailto:RFX@mpls.k12.mn.us) and [diedra.geye@mpls.k12.mn.us](mailto:diedra.geye@mpls.k12.mn.us) until 1:00 P.M. CST Monday, December 15, 2025 at which time they will be recorded and forwarded for review. All proposals received after that time will not be considered. The bidders assume the risk of any delay in the receipt of the bids. The bidder assumes all responsibility for having their proposals is delivered by the time specified.

Special School District No. 1 reserves the right to award this proposal in part or in whole to a single supplier or to reject any or all proposals if it is in the best interest of the School District to do so. Proposals must be typewritten or handwritten and include handwritten signature in ink.

Special School District No. 1 is an Equal Opportunity School District.

For information, call (612) 668-0055, Diedra Geye.

**MINNEAPOLIS PUBLIC SCHOOLS  
ASBESTOS ABATEMENT PROGRAM  
PROJECT MANUAL**

**TABLE OF CONTENTS:**

- Special Instructions to Bidders
- Asbestos Abatement Services – Small Projects
- Asbestos Abatement Statement of Qualifications (SOQ) (**Submit**)
- Wage Determination Schedule
- Wage Rate Provisions
- State Projects and State Highway Construction; Public Policy
- Policy 4025 – Drug Free and Weapon Free Schools and Workplace
- Forms
  - 1. Affidavit of Compliance (**Submit**)
  - 2. Bid Form Part 1 of 4 (**Submit**)
  - 3. Bid Form Part 2 of 4 Diversity (**Submit**)
  - 4. Bid Form Part 3 of 4 Diversity Sub Performance (**Submit**)
  - 5. Bid Form Part 4 of 4 Diverse Vendor Affidavit (**Submit**)
  - 6. Prevailing Wage Certificate (**Submit**)
  - 7. MPS Contract (Example)
  - 8. Withholding Affidavit for Contractors (IC-134)
- MPS Bidding Procedures – Affirmative Action (**Submit**)
- MPS Supplementary Instruction to Bidders
- MPS Asbestos Abatement Specification CN-0701 dated January 1, 2026
- Standard Operation Procedure for Hot Work Permit

**ATTACHMENT A**  
**REQUEST FOR QUOTES**  
**SPECIAL INSTRUCTIONS TO BIDDERS**

**RFP-26-04**

**TITLE:** 2026-2028 ASBESTOS ABATEMENT FOR MAINTENANCE AND CONSTRUCTION PROJECTS

**OWNER:** MINNEAPOLIS PUBLIC SCHOOLS  
1250 WEST BROADWAY  
MINNEAPOLIS, MINNESOTA 55411

**PROJECT MANAGER:** DIEDRA GEYE  
1250 WEST BROADWAY  
MINNEAPOLIS, MINNESOTA 55411  
(612) 668-0055

**QUOTES TO BE DELIVERED TO:**

RFP# 26-04  
2026-2028 ASBESTOS ABATEMENT FOR MAINTENANCE AND CONSTRUCTION PROJECTS  
Quotes Due 1:00 PM, December 15, 2025  
Virtual Proposal Delivery

**REGULATORY COMPLIANCE:**

All Project Work will, at a minimum, conform to all applicable federal, state, and local regulations regarding the abatement of asbestos-containing materials. This will include, but not be limited to, all applicable Minnesota State Regulations, Environmental Protection Agency (EPA)/Asbestos Hazard Emergency Response Act (AHERA), and Occupational Safety and Health Administration (OSHA).

**INSURANCE REQUIREMENTS:**

All firms seeking work under this Invitation to Bid shall carry, at a minimum, the types and limits of insurance as required in Section 102 of the MPS Asbestos Abatement Project Specification. Asbestos Abatement Contractor shall illustrate proof of the coverage requirements by executing and submitting a notarized Affidavit of Compliance (Attachment B). All conditions indicated in the Affidavit of Compliance for the successful Bidder shall be strictly enforced. Failure of the successful firm to provide with their responses to this request for quotes, the required documentation as specified in the Affidavit of Compliance, shall result in the quote award being withdrawn without penalty to MPS, its agents, or representatives. Only the Asbestos Abatement Contractor that is selected to perform the Project described in this Request for Quotes will be required to provide copies of the original Certificates of Insurance and insurance policies as specified.

**CONTRACTOR RECORDS:**

The books, records, documents, accounting procedures and practices of the successful bidder relevant to the contract are subject to examination by Special School District No. 1 or its designed representatives and the State Auditor or Legislative Auditor as deemed appropriate for three (3) years after final payments are made and all other pending matters are closed.

## **NON-COLLUSION:**

All bids must be made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair without collusion or fraud. Collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

## **AFFIRMATIVE ACTION PLAN PARTICIPATION:**

There is a MPS Affirmative Action Plan goal for the Project participation of women and minority personnel within the work force and Disadvantaged Business Enterprise (DBE) firms. The goal is to show evidence of a good faith effort for specific percentages (dependent on the contract value) of the labor force to be women or other minority individuals. There is also a goal for specific percentages (dependent on the contract value) of the dollar amount of the contract to be performed or supplied by DBE firms. Every reasonable effort shall be made to encourage minority participation in the Work of the Project. (See Attachment E – Bidding Procedures – Affirmative Action)

## **PREVAILING WAGES**

MPS requires the Contractor to return with their quote, an executed prevailing wage certificate, the prevailing wage certificate can be found in Attachment B.

## **EQUAL OPPORTUNITY**

### **Policies of Employment**

The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, pregnancy, affectional preference, disability, age, marital status, or status with regard to public assistance. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, ancestry, national origin, sex, sexual orientation, pregnancy, affectional preference, disability, age, marital status, or status with regard to public assistance. Such actions 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 setting forth the policies of non-discrimination.

The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, national origin, sex, sexual orientation, pregnancy, affectional preference, disability, age, marital status, or status with regard to public assistance.

## **PERSONNEL**

### **HARASSMENT AND VIOLENCE, GENERAL STATEMENT OF POLICY**

Sexual (including sexual orientation and affectional preference), ethical/racial harassment and harassment based on religious beliefs or practices and disability are forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 USC Section 2000e, et. seq. and/or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01-363.15 (1993). Sexual (including sexual orientation and affectional preference), ethnic/racial, religious or disability violence is a physical act of aggression directed toward a person or groups of persons because of their sex, ethnic/racial background, religion or religious practices, disability, sexual orientation or affectional preference. Violence directed toward a person or persons because of the person's sex, race/ethnicity, religion or religious practices, disability, sexual orientation or sexual preference is also violative of these same statutes and may also represent a criminal law violation.

It is the policy of MPS to maintain a learning and working environment free of harassment based on sex, race/ethnicity, religion or religious practices, disability, sexual orientation or affectional preference and other forms of harassment and violence. MPS prohibits any form of sexual, ethnic, religious, disability, sexual orientation or affectional preference or other improper harassment and violence.

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of MPS to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding race/ethnicity, religion or religious practices, disability, sexual orientation or affectional preference and other forms of harassment as defined by this policy. For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the MPS.

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of MPS to inflict, threaten to inflict, or attempt to inflict violence relating to sexual (including sexual orientation and affectional preference), racial/ethnic, religious, or disability upon any pupil, teacher, administrator or other school personnel.

MPS will investigate all complaints, either formal or informal, verbal or written, of actions or statements which may constitute sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference or other improper harassment or violence and will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who harasses or is violent toward any pupil, teacher, administrator or other school personnel of MPS. MPS also reserves the right to discipline any student or employee for derogatory sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference related statements or conduct which do not constitute illegal harassment or violence on the aforementioned bases but nonetheless are inappropriate.

#### SEXUAL, ETHNIC/RACIAL, RELIGIOUS, DISABILITY, SEXUAL ORIENTATION AND AFFECTIONAL PREFERENCE HARASSMENT/VIOLENCE DEFINED

Sexual harassment (including sexual orientation and affectional preference) definition.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, of obtaining an education or of transacting business with MPS; or

Submission to or rejection of that conduct or communication by a person is used as a factor in decisions affecting that individual's employment, education or business with the MPS; or

That conduct or communication has the purpose or effect of substantially or unreasonably interfering with a person's employment, education or business with MPS, or creating an intimidating, hostile or offensive employment, education or business environment.

Sexual harassment includes but is not limited to the following behaviors:

Unwelcome statements of a sexual nature;

Unwelcome solicitation or pressure for sexual activity;

Intentional brushing against, patting or pinching of another's body;

Requests for sexual favors accompanied by implied or overt threats concerning an individual's employment, education or business with MPS;

Requests for sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment, education or business with MPS;

Any sexually motivated unwelcome touching.

Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose.

Racial/ethnic harassment definition. Racial/ethnic harassment consists of physical or verbal conduct relating to an individual's race/ethnicity when the conduct:

Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

Otherwise adversely affects an individual's employment or academic opportunities.

Religious harassment definition. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment:

Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

Otherwise adversely affects an individual's employment or academic opportunities.

Disability harassment definition. Disability harassment consists of physical or verbal conduct which is related to an individual's disability when the conduct:

Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment:

Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

Otherwise adversely affects an individual's employment or academic opportunities.

Other forms of general harassment definition. General harassment is defined as acts of a derogatory nature directed towards an individual which is usually associated with, but not limited to, an individual's accent or language background, weight, height, status with regard to public assistance, gender, national origin, association with person's who are subjected to harassment based on the categories identified above, subordinate relationships (in class or on the worksite), student to staff relationships, and peer to peer relationships, when the act:

Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment:

Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

Otherwise adversely affects an individual's employment or academic opportunities.

Sexual violence definition.

Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in

Minnesota Statute Section 609.341 Subd. 5, includes the primary genital area, groin, inner thigh, buttocks or breast.

Sexual violence may include, but is not limited to:

Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;

Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

In any of these cases listed above, touching of the clothing covering the immediate area of the intimate parts.

Racial/ethnic violence definition. Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

Religious violence definition. Religious violence is a physical act of aggression or assault upon another because of or in a manner reasonably related to, religion.

Disability violence definition. Violence based on a disabling condition is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the person's disability.

Assault definition. Assault is:

An act done with intent to cause fear in another of immediate bodily harm or death;

The intentional infliction of or attempt to inflict bodily harm upon another; or

The threat to do bodily harm to another with present ability to carry out the threat.

## REPRISAL

MPS will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged sexual, racial/ethnic, religious, or disability harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation reprisal or harassment.

**General:** Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public. Coordinate all activities with the School's Senior Custodian.

## Tobacco Use Policy

The Minneapolis Public Schools' Board of Education is committed to promoting a healthy, comfortable, and productive environment for students and staff. The School Board is concerned about the health of students and employees and recognizes the importance of adult role modeling for students. The Board of Education further believes that education has a central role in establishing patterns of behavior related to good health.

Therefore, it is the policy of the Board of Education that effective August 1, 1989, use of tobacco products by staff, students,

visitors, or contractors will be prohibited on school district property. "School district property" shall include, but not be limited to, buildings, grounds, and vehicles owned, leased, or contracted by the school district and school sponsored functions.

**Restrictions:** The entire school district property is an alcohol-free, tobacco-free, drug-free, and weapon free zone. No smoking will be allowed on the entire site by any person having anything to do with the Project. The Contractor(s) shall be responsible for posting signs and enforcement of this requirement. All Contractor(s) shall enforce good order among its personnel and subcontractors with regard to Minnesota Statutes Sections 152.021 - 152.023 and 609.66 (1992). Refer to appendix following this Section.

**Use of the Site:** Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction. Assume full responsibility for protection and safekeeping of products stored on premises.

Keep existing driveways and entrances serving the premises clear and available to the Owner and its employees at all times. Do not use these areas for parking or storage of materials.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site. If additional storage is required, contact the Owner for off-site storage requirements.



## ASBESTOS ABATEMENT SERVICES-SMALL PROJECTS

### **1. Scope**

- A. This Request for Proposal is extended to asbestos abatement contractors who are EPA certified, licensed by the State of Minnesota to provide abatement services and whose workers are EPA certified and licensed by the State of Minnesota for the purpose of removing asbestos containing materials (ACM). Special School District # 1, hereafter referred to as Minneapolis Public Schools (MPS) will require abatement of ACM as needed through 31 December 2028, commencing from the date of award. Work performed and subsequent invoicing will utilize unit rates that the contractor is providing on the attached Bid Form, unit prices will be in effect for the term of this contract.
- B. A Statement of Qualifications (SOQ) package must be submitted to MPS with the Contractors proposal (SOQ does not have to be submitted by firms who have a current SOQ on file with the District). SOQ package is to be submitted in separately marked envelope from proposal. If an SOQ is not submitted, the proposal will be returned to the contractor unopened.
- C. MPS, at its own discretion and based on the best interest of the School District, may contact one contractor and have the abatement work performed per the unit rates that are in effect for the term of this contract.

### **2. Specifics**

- A. In response to an asbestos fiber release or to facilitate maintenance or demolition and construction, the need for numerous abatements of various kinds throughout the school district may exist. At this point, one of the qualified participants of this request for proposal will be called upon to do the work based on the criteria described in 1 C., above.
- B. The following performance guidelines must be met:

All work will be done in strict compliance of the 1986 AHERA requirements, Minnesota Department of Health regulations and current Minneapolis Public Schools Asbestos Abatement Project Specification.

Disposal of asbestos must be in an EPA approved landfill (submit original copy of waste manifest).

Contractor and supervisors/workers will meet all EPA, State of Minnesota and MPS requirements. Response time must be as needed to comply with emergency projects and/or project schedules.

- C. Unless pre-approved by the owner, no abatement work will be performed in school buildings when students are present.

### **Prevailing Wage**

The Minneapolis Public Schools require adherence to the prevailing wage rate published by the Minnesota Department of Labor and Industry.

### **Payment**

Payment will be made on a per job basis referencing MPS project name and number and copies of material invoices, disposal receipts, description of work performed and room numbers, daily log, workers' certificates, hours worked, foremen's notes, etc., must accompany payment request. Refer to the current MPS Asbestos Abatement Specification.

### **Contractor's Records**

The books, records, documents, accounting procedures and practices of the successful bidder relevant to the contract are subject to examination by MPS or its designated representative and the State Auditor or Legislative Auditor as deemed appropriate for three years after final payments are made and all other pending matters are closed.

### **Hold Harmless**

The successful bidder agrees to defend and hold MPS harmless from any claims, demands, actions or causes of actions arising out of any act or omission on the part of the company, subcontractors, its agents or employees in the performance of or with relation to any of the work or services provided, to be performed or furnished by the vendor under terms of this agreement.

### **Performance and Payment Bond**

A performance and payment bond is not required.

### **Bid Bond**

A Bid Bond is not required with Contractors bid.

### **Bid Award**

The District reserves the right to accept or reject any or all of the bids if it is deemed in the best interest of the School District to do so.



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

## **MINNEAPOLIS PUBLIC SCHOOLS**

### **Asbestos Abatement Contractor Statement of Qualifications**

Special School District No. 1  
Educational Service Center  
1250 West Broadway  
Minneapolis, Minnesota, 55411

A Statement of Qualifications (SOQ) package must be submitted to Minneapolis Public Schools (MPS) for review and approval prior to acceptance of a bid to perform asbestos abatement services.

Please submit the requested information as organized in the attached SOQ package.

Firms currently under contract with MPS or who have an approved SOQ on file with the District need to provide updated information only.

For further information contact Diedra Geye at (612) 668-0055 or [diedra.geye@mpls.k12.mn.us](mailto:diedra.geye@mpls.k12.mn.us)

**MINNEAPOLIS PUBLIC SCHOOLS**  
**ASBESTOS ABATEMENT CONTRACTOR**  
**STATEMENT OF QUALIFICATIONS**  
**UPDATED OCTOBER 20, 2004**

Submit To: Minneapolis Public Schools CPCM Diedra Geye

Address: 1225 North 7<sup>th</sup> Street

Minneapolis, MN 55411

Submitted By: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Type of Organization:      \_\_\_\_\_ Corporation  
   \_\_\_\_\_ Partnership  
   \_\_\_\_\_ Individual  
   \_\_\_\_\_ Joint Venture  
   \_\_\_\_\_ Other

1. Provide the address and telephone number of your local office below:

\_\_\_\_\_

\_\_\_\_\_

Phone No.: (      ) \_\_\_\_\_

Fax No.: (      ) \_\_\_\_\_

2. How many years has your organization been in business under its present business name?

\_\_\_\_\_

- a. Under what other or former names has your organization operated?

\_\_\_\_\_

\_\_\_\_\_

3. If a corporation, answer the following:

- a. Date of incorporation: \_\_\_\_\_
- b. State of incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Secretary's name: \_\_\_\_\_

4. If an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_
- b. General or limited partnership: \_\_\_\_\_
- c. Name and address of all partners:

---

---

---

5. If other than a corporation or partnership, describe organization and name the principals:

Principals:

---

---

6. List the states and categories in which your organization is legally qualified to conduct business. Indicate registration or license numbers, if applicable. Identify the states in which the partnership or trade name is filed:

**State of Registration**

**Registered Trade Name**

**Registration/License No.**

7. List the type and percent of work normally performed with your organization's own forces:

8. Has your organization ever failed to complete any awarded work? If yes, describe when, where and why:
9. Has your organization ever had to pay any contractual penalties for breach of or non-compliance with contract specifications, such as overruns of completion dates or liquidated damages? If yes, describe when, where and why:
10. In the last 5 years, has your organization had any citations or penalties levied against it by any federal government agency such as, US Environmental Protection Agency (**EPA**), Occupational Safety and Health Administration (**OSHA**), or US Department of Transportation (**DOT**) for violations of their regulations related to asbestos abatement practices and procedures, occupational exposures of asbestos to employees, containerization and transportation of asbestos-containing waste material (ACWM) or disposal of ACWM? If yes, identify the name and location of the project, owner of the project facility, date(s) of violation(s), and the resolution of the allegations or infractions. Also list any infractions and/or violations that are pending.
11. In the last 5 years, has your organization had any citations or penalties levied against it by the Minnesota Department of Health - Asbestos Abatement Unit (**MDH**), Minnesota Department of

Labor, Occupational Safety and Health Administration (**MOHSA**), Minnesota Pollution Control Agency - Division of Air Quality (**MPCA-DAQ**) or the Minnesota Department of Transportation (**MDOT**) for violations of their regulations or jurisdictional authority related to:

- a. Minnesota Asbestos Abatement Contractor License
- b. Employee training and certification
- c. Notification and application for Asbestos Abatement Permit
- d. Asbestos abatement work practices and procedures
- e. Application for a Procedural Variance
- f. Final clearance air monitoring criteria
- g. Handling of asbestos-containing waste material (ACWM)

If yes, on a separate attachment identify the name and location of the project, owner of the project facility, date(s) of violation(s), and the resolution of the allegations or infractions. Also list any violations that are pending.

12. In the last 5 years, has **MDH, MOHSA, MPCA-DAQ, MDOT** established any files, records, and/or documents for your organization related to:

- a. Alleged regulatory violations
- b. Issued Letter(s) of Inquiry
- c. Issued Letter(s) of Warning
- d. Issued Notice(s) of Violation
- e. Issued Stop Work Order(s)
- f. Resolved regulatory allegations of non-compliance
- g. Enforcement Actions

If yes, submit copies of those files, records and/or documents and provide additional information as a separate attachment that identifies the name and location of the project, owner of the project facility, date(s) of violation(s), and/or the resolution of the allegations or infractions. Also list any pending issues.

If your organization indicates herein that no files, records or documents exist with these agencies, Minneapolis Public Schools will directly request verification.

13. In the last 5 years, has your organization had any citations or enforcement actions levied against it by any state or local government agency (outside of Minnesota and/or Minneapolis) for violations of their regulations related to asbestos abatement practices and procedures, occupational exposures of asbestos to employees, containerization and transportation of asbestos-containing waste material (ACWM) or disposal of ACWM? If yes, as a separate attachment identify the name and location of the project, owner of the project facility, date(s) of violation(s), and the resolution of the allegations or infractions. Also list any pending citations or enforcement actions.
14. Have any legal proceedings, lawsuits or claims ever been filed or levied against your organization, its principals or any past or present employee for asbestos-related activities or infractions? If yes, attach a separate and detailed description.

15. As a separate attachment, supply a listing of your organization's equipment inventory for the performance of asbestos abatement project work including negative pressure differential equipment, pre-fabricated personnel decontamination units, HEPA vacuums, personal protection equipment, negative pressure differential monitoring equipment, airless spray equipment, etc.
16. Within the last five (5) years, has any officer, principal or partner or your organization ever been an officer, principal or partner of another organization when it failed to complete an asbestos abatement contract? If yes, attach a separate, detailed explanation.
17. As a separate attachment, list any asbestos abatement projects your organization has in process as of the date of this Qualification Statement. Provide the name of the project and/or project facility, owner of the project facility, project architect, supervising industrial hygiene consulting firm for the project, contract amount, percentage of completion, your organization's manpower and equipment dedicated to the project, and the scheduled project completion date.
18. As a separate attachment, list the asbestos abatement projects your organization has completed in schools during the last five (5) years. Provide the name of the project and/or project facility, owner of the project facility, project architect, supervising industrial hygiene consulting firm for the project, contract amount, date of project completion and the percentage of the work performed by your organization's own employee work force. Submit copies of any and all air monitoring data collected during the performance of the project including, but not limited to, backgrounds (baselines), inside and outside the Work Areas during the project, final clearances and personnel exposure monitoring in compliance with 29 CFR 1926.1101 (OSHA Construction Standard).
19. As a separate attachment, list the asbestos abatement project experience of the key individuals of your organization.
20. As a separate attachment, describe or provide a copy of your current Worker Training Program.
21. As a separate attachment, provide a copy of your current Worker Release form.
22. As a separate attachment, provide a copy of your current Respiratory Protection Program.
23. As a separate attachment, describe your organization's Employee Medical Surveillance Program and record keeping procedures.
24. As a separate attachment, provide a copy of your organization's MOSHA Right to Know Program.
25. As a separate attachment, provide a copy of your organization's Confined Space Entry Program.
26. As a separate attachment, provide a copy of your organization's Safety Program.
27. As a separate attachment, provide specimen Certificates of Insurance for all insurance coverage's carried by your organization.
28. As a separate attachment, provide a copy of each Insurance Policy document (complete copy) for each specimen Certificate of Insurance provided.



29. List your organization's Trade References:

30. List your organization's Bank References:

31. Provide the following Bonding Company information:  
(Bonding Company must be a minimum of "A- Rated" or better, licensed in State of Minnesota)

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Bonding Limits: \_\_\_\_\_

Provide a letter(\*) from the referenced Bonding Company regarding:

- a. Period of time they have provided bonding to your organization for asbestos abatement projects.
- b. Performance record of your organization related to bonding during asbestos abatement projects.
- c. Bonding limitations of your organization regarding asbestos abatement projects.

**\*NOTE: This letter must be currently dated within thirty (30) days of the submittal date of this Qualification Statement.**

- d. Copy of AM Best rating for Bonding Company.

32. As a separate attachment, provide a year-end audited financial statement and a compilation that is current within 90 days of this statement for your organization. Include your latest balance sheet and income statement.

Will this organization act as guarantor of the contract for asbestos abatement?

33. Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**34.** \_\_\_\_\_ being duly sworn, deposes and says that  
he/she is the \_\_\_\_\_ of \_\_\_\_\_  
and that answers to the foregoing questions and all statements therein contained or attached are  
true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public:

My Commission Expires:

## WAGE DETERMINATION SCHEDULE

It is the policy of the Board of Education that the wages of laborers, workers, and mechanics on projects financed in whole or part by School District funds be at least the minimum wage rates and fringe benefits as determined by the Minnesota Department of Labor and Industry. In addition to the certificates and other evidences of compliance which are required under these Specifications, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that she/he/it and their subcontractors shall comply with the prevailing wage provisions of the Department of Labor.

### WAGE DETERMINATION REQUIREMENTS

Bids and all Contracts shall be subject to State Prevailing Wage Rates for Commercial Construction and shall be in accordance with Minnesota Statutes 177.41 through 177.43. Any wage determinations which are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor costs, or errors or changes to the rates or classifications, prior to the awarding of Contracts.

### MINIMUM WAGE RATE DETERMINATION

A copy of the Prevailing Wage Certificate to be submitted with the Bid, the applicable Prevailing Wage Determination Schedule, copies of Minnesota Statutes 177.41 through 177.43, and Minnesota Department of Labor and Industry Prevailing Wage Division Rules and Regulations, Parts 5200.1000 to 5200.1120, have been included for Contractor's use and reference.

### CHAPTER 135 - OMNIBUS JOBS, ECONOMIC DEVELOPMENT, AND HOUSING

This Act amends enforcement provisions for the prevailing wage law. It allows the Commissioner of Labor and Industry to examine records to determine compliance with the law. It allows the Commissioner of Labor and Industry to issue orders requiring employers to comply with the law. It allows civil actions seeking redress for violations of the law. It grants jurisdiction to enforce the law in district court. It allows attorney's fees against an employer who is found to have committed a violation of the law. It also increases recordkeeping requirements for employers who are subject to the law. It provides that a contract that is subject to the prevailing wage law must provide that the contracting agency shall demand, and the contractor and subcontractor shall furnish to the contracting agency, copies of any and all payrolls not more than fourteen (14) days after the end of each pay period. Those payrolls must contain all the data required by the law. The contracting authority can examine all records relating to wages paid laborers of mechanics on work to which the prevailing wage law applies.

The Act provides that the Department of Labor and Industry shall employ at least three investigators to perform on-site project reviews, to receive and investigate complaints of violations of the prevailing wage law, and to conduct training and outreach to contractors and contracting authorities for public works projects financed in whole or in part with state funds.

The Act provides that upon issuing a compliance order to an employer for a violation of the prevailing wage law, the Commissioner of Labor and Industry shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of a sufficient sum to the prime or General Contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the Commissioner and has been finally paid or otherwise resolved by the employer. During an investigation of a violation of the prevailing wage law which the Commissioner reasonably determines is likely to result in a violation of the law and issuance of a compliance order, the Commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the Commissioner ninety (90) days prior notice of the date the contracting authority intends to make final payment under the contract.

These provisions are effective July 1, 2007.

**END OF DOCUMENT**

## WAGE RATE PROVISIONS

### 1. GENERAL REQUIREMENTS

1.1 Prevailing Wage Required. All contracts entered into where, pursuant to ordinance or statute, a formal written contract or performance bond is required to which the Minneapolis Public Schools is party, for the construction, alteration and/or repair of buildings, and which required or involves the employment of mechanics and/or laborers shall contain a provision stating that all federal labor standards and prevailing wage provisions applicable to federal contracts in accordance with the federal wage provisions applicable to federal contracts in accordance with the federal Davis Bacon and related acts are applicable to this contract as if fully set forth herein and all contractors and subcontractors shall fully comply with such provisions regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and their respective employees.

1.2 Submission of Statements and Payroll Records. Upon the request of the appropriate contract compliance officer, each contractor or subcontractor engaged in work under the contract shall furnish to the appropriate contract compliance officer within five working days, a copy of payrolls showing wages paid, and a wage compliance statement with respect to wages paid each of its mechanics and laborers employed on the site of the contract work. In the event the contractor fails to supply such statements or if such statements disclose that the required prevailing wage is not being paid, the contract compliance officer shall promptly notify the Minneapolis Public Schools and who shall forthwith withhold payments to the contractor for such periods of noncompliance. During the course of and upon completion of the contract work, the contract compliance officer shall have the right to require an appropriate audit of the contractor's and subcontractor's books to determine compliance or non-compliance with the provisions of this ordinance. Each contractor and subcontractor shall retain the relevant weekly payrolls for a period of not less than one year after the completion of the work.

1.3 Failure to Pay Prevailing Wage. Every contract shall contain the further provision that in the event it is found by the Minneapolis Public Schools that any laborer, mechanic or employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being, paid a rate of wages and fringe benefits or their cash equivalent less than rates required by this Section and by the contract, the contract compliance officer may place the contractor on a suspended or disbarment list and by written notice to the contractors, terminate the right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and sureties shall be liable to the Minneapolis Public Schools for damages sustained thereby. The Minneapolis Public Schools reserves the right to withhold contract payments to the extent of the underpayment of required wages. Any contractor objecting to being placed on a suspended or disbarment list by the contract compliance officer shall have the right to appeal in writing to the Minneapolis Public Schools for review of the contract compliance officer's actions.

1.4 Failure to Comply Bars Future Contracts. The contract compliance officer shall prepare and maintain a list of all persons or firms who are in default under any of the provisions of this Section in regard to obligations to their employees, and no further contracts shall be awarded or entered into with such persons or firms for so long as they are in default. A current copy of such list shall be provided to the purchasing department.



### **Labor Standards**

443 Lafayette Road N.  
St. Paul, MN 55155-4307

Phone: (651) 284-5091  
Toll-free: 1-800-DIAL-DLI  
1-800-342-5354  
Fax: (651) 284-5740

### **Visit our Web site:**

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

This document can be provided in different forms, such as large print, Braille or audio, by calling (651) 284-5091 or (651) 297-4198/TTY.

Minnesota Department of Labor and Industry  
443 Lafayette Road N.  
St. Paul, MN 55155

A guide to Minnesota's

# Prevailing wage



## Labor Standards

443 Lafayette Road N.  
St. Paul, MN 55155

Note: This pamphlet is a brief summary of the Minnesota prevailing wage law and is intended as a guide. It is not to be considered a substitute for Minnesota Statutes §177.41-177.44.

2010

## What is prevailing wage?

Prevailing wages are the wages required to be paid on state-funded construction projects. These projects can be highways, roads, waste-water treatment plants, JOBZ projects, schools, park and recreation improvements or any other project covered by law.

## Why is it required?

In 1931, the Davis-Bacon Act was enacted to prevent local wage standards from being undercut on federal construction projects by low bidders that imported cheap labor as a cost-cutting technique.

Amended in 1935, it required the payment of not less than the wages found by the Secretary of Labor to be “prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village or other civil subdivision of the state in which the work is to be performed.”

Similar state laws are often referred to as “little” Davis-Bacon Acts. Minnesota’s law, patterned after federal and Wisconsin law, was enacted in 1973, after an incident where out-of-state workers, who earned much less than local workers, were hired for a University of Minnesota farm project.

## Required records

1. Employee name and identifying number
2. Prevailing wage master job classification
3. Hours worked each day, total hours, rate of pay, gross amount earned
4. Each deduction for taxes, total deductions, net pay for week
5. Dollars contributed per hour for each benefit, including the name and address of the administrator, the benefit account number and the telephone number for health and welfare, vacation or holiday, apprenticeship training, pension and other benefit programs

## How to file a complaint

To file a complaint, complete the online complaint form at [www.dli.mn.gov/LS/Pdf/pw\\_complaint.pdf](http://www.dli.mn.gov/LS/Pdf/pw_complaint.pdf) or call (651) 284-5091 to request a copy of the form.

## How does prevailing wage work?

Wage rates paid for comparable work are certified by DLI as the prevailing rates after the department conducts the survey of contractors, labor organizations and interested parties statewide. This information is then furnished to entities covered by prevailing wage that are letting contracts for inclusion in their bid specifications. An annual notice is also published in the *State Register*, indicating where copies of the certified rates may be obtained. Rates are available on the DLI Web site at [www.dli.mn.gov/LaborLaw.asp](http://www.dli.mn.gov/LaborLaw.asp).

Wage rates are established for two types of construction: highway/heavy – construction and maintenance of highways, streets, airport runways, bridges, power plants, dams and utilities; and commercial construction – building projects exclusive to residential construction. Separate wage certifications are issued for each area. DLI also sets truck rental rates – the rates that need to be paid to independent owner/operators of trucks on state highway and road projects.

If you haven’t received a copy of the survey and would like to participate, call DLI’s Labor Standards unit to be added to the mailing list at (651) 284-5091. Participants can complete the report information online at [www.dli.mn.gov/LS/PrevWageSurvey.asp](http://www.dli.mn.gov/LS/PrevWageSurvey.asp).

## How are rates set?

State law requires each wage rate be based on the actual wage rates paid to the largest number of workers within each labor classification reported in the statewide survey. The rates are determined by mode, the most frequently occurring wage rate.

For example, if the survey data shows two bricklayers in a county earned \$19.90 an hour, another earned \$17.25 an hour and another earned \$22.67 an hour, the prevailing hourly wage rate would be \$19.90.

If there is an equal number of workers with differing hourly wage rates, the rules state that the highest rate paid becomes the prevailing wage rate.

## Enforcement

Authority to investigate complaints of violations has been primarily assigned to two separate state agencies. The Department of Transportation is the primary enforcing agency on all projects let out to bid for highway-related construction. All other investigations are conducted by the Department of Labor and Industry (DLI) or individual contract officers representing project owners.

DLI is authorized to review payroll documents to determine compliance with prevailing wage rate provisions on all state construction projects.

Contracting agencies are responsible for contract compliance and required to include the correct prevailing wage rate determination and notification of prevailing wage requirements in their contracts.

Failure to incorporate the determination shall make the contracting agency liable for making whole the contractor or subcontractor for any increases in the wages paid.

Contracting agencies must also require, and the contractor or subcontractor must furnish, certified payroll information biweekly.

Repeat violators of prevailing wage regulations will be assessed back-wages plus an additional amount in penalty that will be distributed to the aggrieved employees.

The statute also allows for criminal penalties and prosecution in certain situations.

# A guide to Minnesota's prevailing wage laws

## WHAT IS PREVAILING WAGE?

Prevailing wage is defined as the hourly wage, the usual benefits and overtime paid to the majority of workers, laborers and mechanics within a particular geographic area on state-funded construction projects. These projects can be highways, roads, wastewater treatment plants, JOBZ projects, schools, park and recreation improvements or any other project covered by law.

Wage rates are established for separate geographical areas throughout the state in the following areas.

1. Highway/heavy – construction and maintenance of highways, streets, airport runways, bridges, power plants, dams and utilities. The estimated total cost of completing the project is \$25,000 or more.
2. Commercial type construction – all building construction projects exclusive of residential construction. For the most part, the estimated total cost of completing the project is \$2,500 or more.
3. Residential construction or agricultural construction – all construction, remodeling or repairing of single- or two-family homes and private farm residences, including agricultural or farming buildings when used to carry on primary farming operations.
4. Truck rental rates – the rates that need to be paid to independent owner or operators of trucks on state highway and road projects.



## WHY IS IT REQUIRED?

In 1931, the federal government enacted the Davis-Bacon Act to prevent local wage standards from being undercut on federal construction projects by low bidders that imported cheap labor as a cost-cutting technique.

Amended in 1935, the Davis-Bacon Act required the payment of not less than the wages found by the Secretary of Labor to be "prevailing for the corresponding classes of laborers and mechanics employed on projects of a similar character in a local area such as a city, town, village, county or other civil subdivision of the state in which the project is to be performed."

Minnesota's prevailing wage law was enacted in 1973 after an incident where out-of-state workers, who earned much less than local workers, were hired for a University of Minnesota farm project.

## HOW DOES PREVAILING WAGE WORK?

Wage rates paid for comparable work are certified by the Department of Labor and Industry (DLI) as the prevailing rates after it conducts an annual survey of contractors, labor organizations and interested parties statewide.

State law requires each wage rate be based on the actual wage rates paid to the largest number of workers within each labor classification reported in the statewide survey. The rates are determined by mode – the most frequently occurring wage rate.

Rates are available on DLI's website at [dli.mn.gov/laborlaw](http://dli.mn.gov/laborlaw). To participate in the annual wage surveys, call 651-284-5091 to be added to the mailing list. Employers can complete the report online at [dli.gov/laborlaw](http://dli.gov/laborlaw).



## ENFORCEMENT AUTHORITY TO INVESTIGATE COMPLAINTS OF VIOLATIONS

The Minnesota Department of Transportation is the primary enforcing agency on all projects let out to bid for highway-related construction. DLI conducts all other investigations.

DLI is authorized to review payroll documents to determine compliance with prevailing wage rate provisions on all state projects.

Violators of prevailing wage regulations will be assessed back-wages that will be distributed to aggrieved employees and may be assessed penalties. The statute also allows for criminal penalties and prosecution in certain situations.

# A guide to Minnesota's prevailing wage laws

## REQUIRED RECORDS AND RECORDKEEPING

Every employer on a prevailing wage project, from general contractor to subcontractor, is required to maintain records including:

- employee name and identifying number;
- prevailing wage master job classification;
- hours worked each day, total hours, rate of pay and gross amount earned;
- each deduction for taxes, total deductions and net pay for the week; and
- dollars contributed each hour for each benefit, including the name and address of the benefit administrator, the benefit account number and the telephone number for health and welfare, vacation or holiday, apprenticeship training, pension and other benefit programs.



The project contract must specifically state the prevailing wage rates, prevailing hours of labor and hourly basic rates of pay.

The contract must also provide that the contracting agency shall demand, and the contractor and subcontractor shall furnish to the contracting agency, copies of any or all payrolls not more than 14 days after the end of each pay period.

## CONTRACTING AGENCIES

Contracting agencies are responsible for contract compliance and are required to include the correct prevailing wage rate determination and notification of prevailing wage requirements in their contracts.

Failure to do so shall make the contracting agency liable for making whole the contractor or subcontractor for any increases in the wages paid.

Contracting agencies must also require certified payroll information biweekly, which the contractor or subcontractor must furnish.

## FILE A COMPLAINT

Complete the complaint form online at [dli.mn.gov/laborlaw](http://dli.mn.gov/laborlaw) or call 651-284-5091 to request a paper copy.



Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155  
651-284-5075 • 800-342-5354 • [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) • [dli.mn.gov](http://dli.mn.gov)

**Notice:** This flier is a brief summary of Minnesota law. It is intended as a guide and is not to be considered a substitute for Minnesota Statutes regarding prevailing wage laws.



**Statutory Authority:** *MS s 181A.09*

**History:** *17 SR 1279*

**Published Electronically:** *June 11, 2008*

**5200.0970** [Repealed, 11 SR 1740]

**Published Electronically:** *June 11, 2008*

## **PREVAILING WAGE DETERMINATIONS**

### **5200.1000 STATUTORY AUTHORITY AND PURPOSE.**

Parts 5200.1000 to 5200.1120 are promulgated pursuant to the authority provided to the Minnesota Department of Labor and Industry by the provisions of Minnesota Statutes, section 175.171, subdivision 2 and the requisites of Minnesota Statutes, section 14.06. Their purpose is to provide procedures for prevailing wage determinations.

**Statutory Authority:** *MS s 175.171*

**Published Electronically:** *June 11, 2008*

### **5200.1010 DEFINITIONS.**

Subpart 1. **Scope.** For purposes of all wage rate determinations, the following definitions shall apply.

Subp. 1a. **Adjacent county.** "Adjacent county" means a county that shares a common border with another county.

Subp. 2. **Commercial construction.** "Commercial construction" means all building construction projects exclusive of residential construction.

Subp. 3. **Highway and heavy construction.** "Highway and heavy construction" means all construction projects which are similar in nature to those projects based upon bids as provided under Minnesota Statutes, section 161.32 for the construction or maintenance of highways or other public works and includes roads, highways, streets, airport runways, bridges, power plants, dams, and utilities.

Subp. 4. **Project.** As utilized in parts 5200.1000 to 5200.1120 the term "project" means the erection, construction, remodeling, or repairing of commercial, residential, or public buildings or any highway and heavy construction.

Subp. 5. **Residential construction or agricultural construction.** "Residential construction or agricultural construction" means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations.

Subp. 6. **State project.** "State project" means those projects which are subject to the requirements of Minnesota Statutes, sections 177.41 to 177.44.

**Statutory Authority:** *MS s 175.171; 177.28; 177.41 to 177.44*

**History:** *21 SR 1107; 35 SR 1711*

**Published Electronically:** *June 29, 2011*

## **5200.1020 PREVAILING WAGE DETERMINATIONS.**

Subpart 1. **Highway and heavy construction.** The department shall, at least once each calendar year, determine and certify prevailing wage rates applicable to state projects which are similar in nature to public and private highway and heavy construction projects where the estimated total cost of completing the project is \$25,000 or more.

Subp. 2. **Commercial type construction.** The department shall, at least once each calendar year, determine and certify prevailing wage rates applicable to state projects which are similar in nature to public and private commercial projects where the estimated total cost of completing the project is \$2,500 or more.

Subp. 3. [Repealed, 21 SR 1107]

Subp. 4. **Residential type construction.** Prevailing wage rates applicable to state projects which are similar in nature to residential construction projects will be made upon request of a governmental official involved in the bidding process for a state project who desires such rates for insertion in a specific contract proposal.

Subp. 5. **Survey data; recent.** Each wage survey shall be based upon work performed in the 12 months preceding the date the survey is commenced and the resulting wage determinations will be certified following the close of the survey.

Subp. 6. **Survey procedure.** Except as provided in subpart 7, all prevailing wage determinations shall be based upon the survey procedures contained in these parts.

Subp. 7. **Public hearing.** The department shall, pursuant to Minnesota Statutes, sections 177.43, subdivision 4, and 177.44, subdivision 3, conduct public hearings when necessary to determine county wage rate determinations. Such hearings shall be conducted within the county for which wage rates are being determined and shall be conducted as contested cases by an administrative law judge from the Office of Administrative Hearings.

**Statutory Authority:** *MS s 175.171; 177.41 to 177.44*

**History:** *8 SR 2274; L 1984 c 640 s 32; 21 SR 1107*

**Published Electronically:** *June 11, 2008*

## **5200.1030 BASIS FOR HIGHWAY AND HEAVY CONSTRUCTION DETERMINATIONS.**

Subpart 1. **Areas.** Prevailing wage rates for highway and heavy construction projects must be based on work performed within distinct areas. The counties included in each area are listed in items A to J.

A. Area 1: Carlton, Cook, Itasca, Koochiching, Lake, Pine, and Saint Louis.

B. Area 2: Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Marshall, Norman, Pennington, Polk, Red Lake, and Roseau.

C. Area 3: Aitkin, Cass, Crow Wing, Kanabec, Mille Lacs, Morrison, Todd, and Wadena.

D. Area 4: Becker, Big Stone, Clay, Douglas, Grant, Mahnommen, Otter Tail, Pope, Stevens, Swift, Traverse, and Wilkin.

E. Area 5: Benton, Isanti, Sherburne, Stearns, and Wright.

F. Area 6: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Steele, Rice, Wabasha, and Winona.

G. Area 7: Blue Earth, Faribault, Le Sueur, Nicollet, Sibley, and Waseca.

H. Area 8: Chippewa, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, Meeker, McLeod, Murray, Pipestone, Redwood, Renville, and Yellow Medicine.

I. Area 9: Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott, and Washington.

J. Area 10: Brown, Cottonwood, Jackson, Martin, Nobles, Rock, and Watonwan.

Subp. 2. **Labor classes.** Prevailing wage rates must be determined on an area basis and each prevailing wage rate must be based upon work performed solely within the applicable class of labor. For each area surveyed, the department shall issue wage determinations for all classes of labor commonly or customarily used in highway and heavy construction projects.

Subp. 2a. **Projects to be surveyed, criteria.** The determinations shall be made from projects on which construction work was done in the 12 months preceding the survey which are located in the area and where the estimated total cost of completing the project is \$25,000 or more.

A. A minimum of two projects in an area must be reported in order to issue a wage determination for the area.

B. A wage determination must be made for all classifications of labor utilized on a project. Where classes of labor expected to be utilized on a project for which the area prevailing wage determination is being made are not all represented in the projects in item A, the most recent rate determined for the class of labor is applicable.

C. If work is performed by a class of labor not defined by part 5200.1100, Master Job Classifications, the contracting agency shall assign a wage rate and the commissioner of labor and industry shall review and certify the assigned wage rate based on the most similar trade or occupation from the area wage determination. Within 90 days, the Commissioner of Labor and Industry must initiate the rulemaking procedure so that the classification will be defined in the Master Job Classifications in part 5200.1100.

Subp. 3. [Repealed, 21 SR 1107]

**Statutory Authority:** *MS s 175.171; 177.28 ;177.41 to 177.44*

**History:** 8 SR 2274; 21 SR 1107; 33 SR 1598

**Published Electronically:** March 27, 2009

### **5200.1035 BASIS FOR COMMERCIAL CONSTRUCTION DETERMINATIONS.**

Subpart 1. **County and labor classes.** Prevailing wage rates must be made on a county-by-county basis and each prevailing wage rate must be based on work performed solely within the applicable class of labor. For each county surveyed, the department shall issue wage determinations for all classes of labor commonly or customarily used in commercial construction projects.

Subp. 2. **Projects to be surveyed, criteria.** From information on file and submitted by interested persons, the determinations shall be made from projects on which construction work was done in the 12 months preceding the survey, which are located in the county or, if necessary, from adjacent counties, and where the estimated total cost of completing the project is \$2,500 or more.

A. A minimum of two projects in a county must be reported in order to issue a wage determination for the county.

B. If classes of labor expected to be used in a county for which the prevailing wage determination is being made are not all represented in the projects in item A, but work was performed in those classes of labor in two or more projects in any county adjacent to the county being surveyed, the department shall establish the wage determination for those classes of labor based solely upon those adjacent county projects.

C. In determining a wage rate for a class of labor based upon work performed in adjacent counties, all workers in a class of labor in all adjacent counties must be totaled and the wage rates must be based upon the wage rate paid to the largest number as determined in accordance with parts 5200.1020 to 5200.1060.

D. A wage determination must be made for all classifications of labor used on a project. Where classes of labor expected to be utilized in a county for which the prevailing wage determination is being made are not all represented in the projects in item A, and not further determined in item B, the wage rate must remain the same as previously certified.

E. If work is performed by a class of labor not defined by part 5200.1100, Master Job Classifications, the Commissioner of Labor and Industry shall certify a wage rate which reflects the most similar trade or occupation from the project wage determination. Within 90 days, the Commissioner of Labor and Industry must initiate the rulemaking procedure so that the classification will be defined in the Master Job Classifications in part 5200.1100.

**Statutory Authority:** *MS s 175.171; 177.28; 177.41 to 177.44*

**History:** 21 SR 1107; 33 SR 1598

**Published Electronically:** March 27, 2009

**5200.1040 CLASSES OF LABOR.**

Each class of labor shall be based upon the particular nature of the work performed with consideration given to those trades, occupations, skills, or work generally considered within the construction industry as constituting distinct classes of labor. Wage determinations will be issued for those separate classes of labor which fall under the following general classes:

A. Laborers.

B. Power equipment operators.

C. Truck drivers.

D. Special equipment.

E. Special crafts. The following crafts shall constitute separate classes of labor: bricklayers, carpenters, cement masons, line persons, electricians, iron workers, painters, pipefitters, plumbers, plasterers, roofers, and sheet metal workers, and other labor or work which is customarily considered as an individual trade or craft based upon its character and skills required.

F. In determining particular classes of labor, the department shall consider parts 5200.1100 and 5200.1101, work classifications contained in collective bargaining agreements, apprenticeship agreements on file with the department, the United States Department of Labor "O\*NET OnLine" website, and customs and usage applicable to the construction industry.

G. Primary responsibility for classifying individual workers shall be upon the contractor.

H. For wage survey purposes, where a worker performs work in more than one class of labor on a project, the worker shall be placed in the class in which the person worked the greatest number of hours.

I. For wage survey purposes, the contractor reporting shall have the responsibility to determine the class in which the worker has worked the greatest number of hours on each project reported.

J. Workers employed within a class of labor as apprentices, helpers, supervisors, or trainees will not be included or counted within the wage survey.

**Statutory Authority:** *MS s 175.171; 177.28; 177.41 to 177.44*

**History:** *17 SR 1279; 21 SR 1107; 33 SR 1598; 35 SR 1711*

**Published Electronically:** *September 10, 2018*

**5200.1050 SURVEY PROCEDURES.**

Subpart 1. **Scope.** The purpose of each survey is to develop a database upon which to determine prevailing wage rates for those classes of labor expected to be used on state projects based upon wage rates paid to the same classes of labor on similar projects in the area. In establishing the data, the procedural steps in subparts 2 to 4 shall be taken.

Subp. 2. **Wage reports.** The department shall regularly request from contractors, contractor organizations, labor organizations, and any other interested person, on forms available from or approved by the department, reports of construction wage rates paid by contractors on various types of highway and heavy projects where the estimated total cost of completing the project is \$25,000 or more and on commercial projects where the estimated total cost of completing the project is \$2,500 or more. The reports must be kept on file by the department according to the county or area in which the project for which the report is received was performed. The reports must list the name and address of the contractor, the name of the project, the location of the project, a description of the project, any identifying project numbers, a description of the work performed on the project, the approximate dollar cost of the project, the names of employees who worked eight hours or more on a highway and heavy or commercial project, together with the class of labor for each employee, the wage rate paid each employee on the project, and the hourly cost of fringe benefits for health and welfare, pension, vacation, apprenticeship or training, and any other economic benefits paid for each employee. The forms shall be signed and dated by the organization or individual providing the information attesting that the information provided is true and correct.

Subp. 2a. **Union wage reports.** The department shall also keep local union wage and employment reports, on forms provided or approved by the department. The reports must set forth the classes of labor, trade, or occupation covered, the effective date of the contract, wage and fringe benefits paid under the contract, the duration of the contract, the dates of all adjustments to wages and fringe benefits together with the amount of the adjustments on each date, the geographic area where the contract is effective, the number of members employed within the geographic area covered by the contract, the type of projects covered by the contract, and a list of all contractors or employer associations signatory to the contract. The local union wage reports are to be signed and dated by a representative from the local union attesting that the information provided is true and correct.

Subp. 2b. **Mailing lists.** The department shall also keep and maintain a mailing list of governmental officials, district, county, and city engineers, city clerks, administrators, and zoning officials for each county. The department shall also keep and maintain a mailing list of contractors, contractor associations, labor organizations, and other individuals who have requested to be on a mailing list to be notified when any survey is about to be taken.

Subp. 2c. **Notification of survey.** Upon initiation of a survey, the department must notify the county engineer and all city engineers, city clerks, administrators, and zoning officials in the county to be surveyed. The notice will request local officials to submit reports of construction in the county in the preceding 12 months. The report shall include the names of the contractors and their addresses. The department must also notify all contractors, contractor associations, labor organizations, and other individuals who have requested to be notified when a survey for any county is about to be taken. That notice will request that interested individuals submit reports on forms available from or approved by the department concerning construction performed in the county during the preceding 12 months. The notice shall state that all reports of construction in the county must be returned to the department no later than 60 days following the date upon which the notice of the survey is mailed by the department. Information not timely received by the department shall not be used in establishing the prevailing wage rate for any class of labor. Any unsigned or incomplete forms received prior to the final date for receipt of the forms shall be returned to the individual, contractor,

or labor organization, to the extent the individual, contractor, or labor organization can be identified, with a request that the form be properly completed. The department may use incomplete reports where the entity completing the form has provided all the information it has. If that form is not received by the department within 15 days from the date it is returned by mail to the individual, contractor, or labor organization, it shall be excluded from the survey. In no event shall information on unsigned reports of construction in the county be utilized in making wage determinations. All reports must be signed and dated by the organization or individual making the report attesting that the information provided is true and correct.

Subp. 3. [Repealed by amendment, 8 SR 2274]

Subp. 3a. **Reports, attestations.** Reports of construction wage rates and local union wage and employment reports shall specify that the individual signing the report attests that the information on the report is true and correct. The form shall specify that willful falsification of any information on the report may result in civil or criminal prosecution. In addition, a person, organization, or company who willfully submits false information will not be allowed to submit information from one to three years and all information submitted by that entity must be excluded from the wage determination.

Subp. 3b. [Repealed, 21 SR 1107]

Subp. 4. **Area calculation record.** The number of workers in each class of labor and their respective wage rates shall be determined and reflected on an area calculation record.

**Statutory Authority:** *MS s 175.171; 177.28; 177.41 to 177.44*

**History:** *8 SR 2274; 21 SR 1107; 33 SR 1598*

**Published Electronically:** *March 27, 2009*

## **5200.1060 DETERMINING LARGEST NUMBER OF WORKERS AND PREVAILING WAGE RATE.**

Subpart 1. **Policy.** Each wage rate determination shall be based upon the actual wage rates paid to the largest number of workers within each labor classification reported in the survey.

Subp. 2. **Procedure.** For purposes of determining the largest number of workers, each worker within a class of labor and the worker's total hourly rate paid shall be tabulated.

A. Total hourly rate includes the hourly rate plus the hourly contribution for all wage and fringe benefits.

B. The largest number of workers with identical rates of pay within each classification shall determine the specific prevailing wage rate.

C. When determining the prevailing wage rate and there is an equal number of workers (which represent the greatest number of workers) with differing hourly wage rates, the prevailing wage rate shall be the highest wage rate paid to those workers.

Example: four workers at \$7 per hour; four workers at \$8 per hour; two workers at \$8.50 per hour. The prevailing wage rate will be determined as \$8 per hour.

D. Where a worker performs work in more than one class of labor, the worker shall be counted only once per project and placed in the class which the person worked the greatest number of hours.

Subp. 3. **Collectively bargained rate.** If the prevailing wage rate determined for any given class of labor represents a collectively bargained rate, then the comparable current collectively bargained rate for the class of labor in the area shall be the prevailing wage rate.

Subp. 4. **Noncollectively bargained rate.** If the prevailing wage rate determined represents a rate other than a collectively bargained rate for any given class of labor, the rate so determined shall be the prevailing wage rate.

Subp. 5. **Change in rate due to contractual changes.** If the prevailing wage rate for any given class of labor represents a collectively bargained rate, and the collectively bargained rate for that class of labor will change during the 12 months immediately following the date upon which the wage rate is determined according to the terms of the collective bargaining contract by which the rate is established, the department shall certify that the rate for that class of labor shall also change accordingly on the effective date of the change pursuant to the collective bargaining contract.

**Statutory Authority:** *MS s 175.171; 177.41 to 177.44*

**History:** *8 SR 2274; 17 SR 1279; 21 SR 1107*

**Published Electronically:** *June 11, 2008*

## **5200.1070 APPRENTICES.**

Subpart 1. **Establishment of wage rates.** Apprentices working on state projects are not subject to the prevailing wage rate determinations, except as they may be affected by registered apprenticeship agreements. The hourly rates of pay for such workers are established by the particular program to which the apprentice or trainee is subject.

Subp. 2. **Definition.** The term "apprentice" means:

A. a person employed and registered in a bona fide apprenticeship program registered with the U.S. Department of Labor or with a state apprenticeship agency; and

B. a person in the first 90 days of probationary employment as an apprentice who is not registered in the program but who has been certified by the U.S. Bureau of Apprenticeship and Training or a state apprenticeship agency or council to be eligible for probationary employment as an apprentice.

Subp. 3. **Exceptions to definition.** Any employee listed on a payroll for a state project who does not fall within the term "apprentice" contained in subpart 2 shall be paid the prevailing wage rate for the classification of work performed.

**Statutory Authority:** *MS s 175.171*



**History:** 17 SR 1279

**Published Electronically:** June 11, 2008

#### **5200.1080 NOTICE OF WAGE DETERMINATIONS.**

Upon certification of wage rates for a given county or area, the department shall publish notice of such certification in the State Register but need not publish the individual rates so certified. The certification date shall coincide with the date published in the State Register.

The notice published in the State Register shall indicate where copies of the determined rates may be obtained upon request.

The department shall maintain a list of all persons who request that copies of wage rate determinations be sent to them.

Copies of wage rate determinations shall be mailed within five days of their certification to those persons who have requested such notice and whose names appear on the list maintained by the department. The department may charge a reasonable fee for the copying and mailing of these notices as allowed under Minnesota Statutes, section 15.17, subdivision 4.

**Statutory Authority:** *MS s 175.171; 177.41 to 177.44*

**History:** 21 SR 1107

**Published Electronically:** June 11, 2008

#### **5200.1090 PETITION FOR RECONSIDERATION OF PREVAILING WAGE RATES.**

Subpart 1. **Right to reconsideration.** Any person including contractor associations or labor organizations aggrieved by a final determination of a prevailing wage rate may petition the commissioner for reconsideration of that wage rate within 30 days following its certification. The petitioner shall indicate the county and class(es) of labor contested, the reason the petitioner believes the rate to be inaccurate, and the rates the petitioner believes to be correct.

Subp. 2. **Informal conference.** Within ten days following receipt of a petition for reconsideration, the department shall informally meet with the petitioner and any other interested person, associations, or labor organizations, to review the contested wage determination(s).

The petitioner shall be prepared to support his or her contentions with any documents or data the petitioner deems necessary.

The department shall be prepared to produce and review the data, summary sheets, and other documents upon which its determinations were based, and shall produce for the petitioner's inspection all such documents.

Subp. 3. **Final decision.** Following the informal conference, the department shall, within ten days, notify the petitioner of any decision modifying, changing, or reaffirming the contested wage rate or indicate to the petitioner that a survey will be necessary to resolve the contested wage rate(s).

Where the department determines that a new survey is necessary, such survey shall be conducted within 30 days. Thereafter, the department shall inform the petitioner by certified mail of its final decision based on that survey.

Subp. 4. **Pending the procedures.** No prevailing wage rate will be deemed to be vacated or suspended pending the resolution of a petition for reconsideration nor will the department request any state agency contemplating a state project to suspend, delay, or otherwise change its contract and bidding schedules due to any pending procedures resulting from a petition for reconsideration.

Subp. 5. **Public hearing.** Any person aggrieved by a final decision following reconsideration of a prevailing wage rate may, within 20 days after the decision, petition the commissioner for a public hearing in the manner of a contested case under the Administrative Procedure Act, Minnesota Statutes, sections 14.57 to 14.61. Upon receipt of a petition for a public hearing the commissioner shall order the initiation of a contested case in accordance with Minnesota Statutes, sections 14.48 to 14.56. All contested case hearings initiated herein shall be conducted in accordance with the rules of operation of the Office of Administrative Hearings.

**Statutory Authority:** *MS s 175.171*

**History:** *17 SR 1279*

**Published Electronically:** *June 11, 2008*

## **5200.1100 MASTER JOB CLASSIFICATIONS.**

### **Subpart 1. Requirement.**

A. For purposes of parts 5200.1000 to 5200.1120, contractors must use the following codes and classifications in documenting classes of labor.

B. Descriptions of the nature of work, typical duties, and typical tools used for each code and classification of labor in subparts 2 and 5 are described in parts 5200.1101 and 5200.1102, respectively. A worker classified by a code under subpart 2 or 5 must be classified by the code and classification that best matches the worker's nature of work, typical duties, and typical tools used.

### **Subp. 2. Laborers.**

Code No.	Position Title
101	Laborer, common (general labor work)
102	Laborer, skilled (assisting skilled craft journeyman)
103	Laborer, Landscaping (gardener, sod layer and nursery operator)
104	Flag person
105	Watch person
106	Blaster

107	Pipelayer (water, sewer and gas)
108	Tunnel miner
109	Underground and open ditch laborer (eight feet below starting grade level)
110	Survey field technician
111	Traffic control person (temporary signage)
112	Quality control tester

Subp. 2a. **Special equipment.**

Code No.	Position Title
201	Articulated hauler
202	Boom truck
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, posi-track, and skid steer loaders), no earthwork or grading for elevations
204	Off-road truck
205	Pavement marking or marking removal equipment (one or two person operators); self-propelled, truck or trailer mounted units. The nature of the work performed by the operator of this equipment is the application of and removal of pavement marking. Normally paint is applied, but tape is also used to mark these lines. The systems on this equipment include skip line controllers, paint and bead monitoring, air pressure regulators, paint agitators and heaters, marking tape, water jet cutting, line marking grinders, vacuum collection, footage counters, mounted video camera, and laser alignment guiding tools.

Subp. 3. **Power equipment operators - highway and heavy projects.** For purposes of parts 5200.1000 to 5200.1120, contractors must use codes and classifications in this subpart for paying and documenting equipment operators working on highway and heavy type construction projects.

Code No.	Position Title
----------	----------------

Group 2

302	Helicopter pilot
303	Concrete pump
304	All cranes with over 135-foot boom, excluding jib

- 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
- 306 Grader or motor patrol
- 307 Pile driving
- 308 Tugboat - 100 h.p. and over when license required
- Group 3
- 309 Asphalt bituminous stabilizer plant
- 310 Cableway
- 311 Concrete mixer, stationary plant
- 312 Derrick (guy or stiffleg) (power) (skids or stationary)
- 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
- 314 Dredge or engineers, dredge (power) and engineer
- 315 Front end loader, five cubic yards and over including attachments
- 316 Locomotive crane operator
- 317 Mixer (paving) concrete paving, road mole, including mucking operations, Conway or similar type
- 318 Mechanic - welder on power equipment
- 319 Tractor - boom type
- 320 Tandem scraper
- 321 Truck crane - crawler crane
- 322 Tugboat 100 h.p. and over
- Group 4
- 323 Air track rock drill
- 324 Automatic road machine (CMI or similar)
- 325 Backfiller operator
- 326 Concrete batch plant operator

- 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
- 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
- 334 Concrete mobil
- 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
- 340 Dual tractor
- 341 Elevating grader
- 342 Fork lift or straddle carrier
- 343 Fork lift or lumber stacker
- 344 Front end, posi-track, or skid steer loaders, over one cubic yard up to five cubic yards with attachments
- 345 GPS remote operating of equipment
- 346 Hoist engineer (power)
- 347 Hydraulic tree planter
- 348 Launcher person (tanker person or pilot license)
- 349 Locomotive
- 350 Milling, grinding, planing, fine grade, or trimmer machine
- 351 Multiple machines, such as air compressors, welding machines, generators, pumps
- 352 Pavement breaker or tamping machine (power driven) might mite similar type

- 353 Pickup sweeper, one cubic yard and over hopper capacity
- 354 Pipeline wrapping, cleaning or bending machine
- 355 Power plant engineer, 100 KWH and over
- 356 Power actuated horizontal boring machine, over six inches
- 357 Pugmill
- 358 Pumpcrete
- 359 Rubber-tired farm tractor with backhoe including attachments
- 360 Scraper
- 361 Self-propelled soil stabilizer
- 362 Slip form (power driven) (paving)
- 363 Tie tamper and ballast machine
- 364 Tractor, bulldozer
- 365 Tractor, wheel type, over 50 h.p. with PTO unrelated to landscaping
- 366 Trenching machine (sewer, water, gas) excludes walk behind trencher
- 367 Tub grinder, morbark, or similar type
- 368 Well point dismantling or installation
- Group 5
- 369 Air compressor, 600 CFM or over
- 370 Bituminous roller (under eight tons)
- 371 Concrete saw (multiple blade) (power operated)
- 372 Form trench digger (power)
- 373 Front end, skid steer, or posi-track loaders, up to and including one cubic yard with attachments
- 374 Guniting gun
- 375 Hydraulic log splitter
- 376 Loader (barber greene or similar type)
- 377 Post hole driving machine/post hole auger
- 378 Power actuated auger and boring machine

- 379 Power actuated jack
- 380 Pump
- 381 Self-propelled chip spreader (flaherty or similar)
- 382 Sheep foot compactor with blade - 200 h.p. and over
- 383 Shouldering machine (power) apSCO or similar type including self-propelled sand and chip spreader
- 384 Stump chipper and tree chipper
- 385 Tree farmer (machine)

#### Group 6

- 387 Cat, challenger, or similar type of tractors, when pulling disk or roller
- 388 Conveyor
- 389 Dredge deck hand
- 390 Fire person or tank car heater
- 391 Gravel screening plant (portable not crushing or washing)
- 392 Greaser (tractor)
- 393 Lever person
- 394 Oiler (power shovel, crane, truck crane, dragline, crushers, and milling machines, or other similar heavy equipment)
- 395 Power sweeper
- 396 Sheep foot roller and rollers on gravel compaction, including vibrating rollers
- 397 Tractor, wheel type, over 50 h.p., unrelated to landscaping

Subp. 3a. **Power equipment operators commercial projects.** For purposes of parts 5200.1000 to 5200.1120, contractors must use codes and classifications in this subpart for paying and documenting power equipment operators working on commercial type projects.

Code No.	Position Title
----------	----------------

#### Group 1

- |     |                               |
|-----|-------------------------------|
| 501 | Helicopter pilot              |
| 502 | Tower crane 250 feet and over |

503 Truck or crawler crane with 200 feet of boom and over, including jib

Group 2

504 Concrete pump with 50 meters/164 feet of boom and over

505 Pile driving when three drums in use

506 Tower crane 200 feet and over

507 Truck or crawler crane with 150 feet of boom up to and not including 200 feet, including jib

Group 3

508 All-terrain vehicle cranes

509 Concrete pump 32-49 meters/102-164 feet

510 Derrick (guy & stiffleg)

511 Stationary tower crane up to 200 feet

512 Self-erecting tower crane 100 feet and over measured from boom foot pin

513 Traveling tower crane

514 Truck or crawler crane up to and not including 150 feet of boom, including jib

Group 4

515 Crawler backhoe including attachments

516 Fireperson, chief boiler license

517 Hoist engineer (three drums or more)

518 Locomotive

519 Overhead crane (inside building perimeter)

520 Tractor - boom type

Group 5

521 Air compressor 450 CFM or over (two or more machines)

522 Concrete mixer

523 Concrete pump up to 31 meters/101 feet of boom

524 Drill rigs, heavy rotary or churn or cable drill when used for caisson for elevator or building construction



- 525 Forklift
- 526 Front end, posi-track, and skid steer type loaders one cubic yard and over, including attachments
- 527 Hoist engineer (one or two drums)
- 528 Mechanic-welder (on power equipment)
- 529 Power plant (100 KW and over or multiples equal to 100 KW and over)
- 530 Pump operator and/or conveyor (two or more machines)
- 531 Self-erecting tower crane under 100 feet measured from boom foot pin
- 532 Straddle carrier
- 533 Tractor over D2
- 534 Well point pump

## Group 6

- 535 Concrete batch plant
- 536 Fireperson, first class boiler license
- 537 Front end, posi-track, and skid steer type loaders up to one cubic yard, including attachments
- 538 Guniting machine
- 539 Tractor operator D2 or similar size
- 540 Trenching machine (sewer, water, gas) excludes walk behind trencher

## Group 7

- 541 Air compressor 600 CFM or over
- 542 Brakeperson
- 543 Concrete pump/pumpcrete or complaco type
- 544 Fireperson, temporary heat second class boiler license
- 545 Oiler (power shovel, crane, truck crane, dragline, crushers and milling machines, or other similar power equipment)
- 546 Pick-up sweeper (one cubic yard hopper capacity)
- 547 Pump and/or conveyor

## Group 8

- 548 Elevator operator
- 549 Greaser
- 550 Mechanical space heater (temporary heat no boiler license required)

Subp. 4. **Truck drivers.**

Code No.    Position Title

Group 1

- 601 Mechanic - welder (on vehicles in Code Nos. 602 through 616)
- 602 Tractor trailer driver
- 603 Truck driver (hauling machinery including operation of hand and power operated winches)

Group 2

- 604 Four or more axle unit, straight body truck

Group 3

- 605 Bituminous distributor driver
- 606 Bituminous distributor (one person operation)
- 607 Three axle units

Group 4

- 608 Bituminous distributor spray operator (rear and oiler)
- 609 Dump person
- 610 Greaser
- 611 Pilot car driver
- 612 Rubber-tired, self-propelled packer, under eight tons
- 613 Two axle unit
- 614 Slurry operator
- 615 Tank truck helper (gas, oil, road oil, and water)
- 616 Tractor operator, under 50 h.p.

Subp. 4a. **Unit.** For the purposes of subpart 4, "unit" refers to all axles including the steering axle.

**Subp. 5. Special crafts.**

Code No.	Position Title
701	Heating and frost insulators
702	Boilermakers
703	Bricklayers
704	Carpenters
705	Carpet layers (linoleum)
706	Cement masons
707	Electricians
708	Elevator constructors
709	Glaziers
710	Lathers
711	Ground person
712	Ironworkers
713	Lineman
714	Millwright
715	Painters (including hand brushed, hand sprayed, and the hand taping of pavement markings)
716	Piledriver
717	Pipefitters - steamfitters
718	Plasterers
719	Plumbers
720	Roofer/waterproofer
721	Sheet metal workers
722	Sprinkler fitters
723	Terrazzo workers
724	Tile setters
725	Tile finishers

726	Drywall taper
727	Wiring system technician; technology circuits or systems technician
728	Wiring system installer; technology circuits or systems installer
729	Asbestos abatement worker or environmental remediation worker
730	Sign erector

Subp. 6. **Wage determinations.** Wage determinations shall be made for other classifications not listed if such other classifications are in general use in the area being surveyed.

**Statutory Authority:** *MS s 14.06; 175.171; 177.28; 177.41 to 177.44*

**History:** *15 SR 965; 17 SR 1279; 19 SR 482; 21 SR 1107; 33 SR 1598; 33 SR 1695; 35 SR 1711*

**Published Electronically:** *June 29, 2011*

## **5200.1101 JOB CLASSIFICATION DESCRIPTIONS; LABORERS.**

### **Subpart 1. Code No. 101, Laborer, common (general labor work).**

A. Nature of work: performing tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites including the following tasks or other tasks not listed which are not considered skilled craft work.

#### **B. Typical duties:**

(1) Loading, unloading, stockpiling, and staging construction materials by hand or with hand-operated equipment such as a pallet jack, unless included in a skilled trade.

(2) Digging and filling holes and trenches and using post hole diggers.

(3) Removing excess dirt or grout away from an auger as the auger progresses.

(4) Cleaning and sweeping.

(5) Moving and hoisting forms to point of installation, cleaning forms, and stripping forms not intended for reuse.

(6) Demolition of highways, bridges, and buildings, to include operating remote control demolition equipment.

(7) Removing materials to be discarded.

(8) Clearing and grubbing with hand tools.

(9) Performing signaling and rigging for material placement, removal, and demobilization.

(10) Using hand tools driven by compressed air, gas, or electric power to perform such work as breaking old pavement, loosening or digging hard earth, trimming bottom and sides of trenches, breaking large rocks, chipping concrete, trimming or cutting stone, caulking steel plates, or compacting earthen backfill.

(11) Using paving breakers and chipping hammers to break up concrete to be repaired or replaced.

(12) Mopping, brushing, or spreading bituminous compounds over surfaces for protection; and spraying materials such as water, sand, or steam through a hose to clean, coat, or seal surfaces.

(13) Tending a stationary or portable liquid asphalt kettle, starting fires under the kettle, controlling the heat applied to the kettle by regulating dials or burners, maintaining desired temperature in asphalt, regulating valves for discharging asphalt from the kettle; cleaning and pouring asphalt joints in concrete paving with nozzle or can; and distributing asphalt road-building materials evenly over road surface by raking, shoveling, and brushing materials to correct thickness and to add or take away material to fill low spots or to reduce high spots.

(14) Operating a power driven chain saw to clear areas of timber by felling trees and sometimes cutting the fallen trees into short sections to facilitate their removal.

(15) Operating a device used to burn or melt holes through concrete (this device consists of a consumable aluminum magnesium rod inside a small iron pipe through which oxygen is forced under pressure, the end of the assembly is lighted, and the concrete is melted by the intense heat).

(16) Driving self-propelled buggy to transport concrete from mixer or source of supply to place of deposit, operating levers to dump load, and operating buggy by pushing or pulling by hand between mixer or other source to site of work.

(17) Covering, insulating, and uncovering concrete.

(18) Operating remote control vibrating compactor (such as a "whacker").

(19) Operating power-driven water cooled saws to cut concrete, including walk-along, hand-guided, or riding.

(20) Operating power-driven, walk-along, hand-guided tools for excavation, hauling, or grading.

(21) Operating control levers of a nonpowered infrared heater unit to regulate heat being applied to asphalt surface.

(22) Placing and operating ground thawing equipment.

(23) Tending heating devices.

(24) Cutting, scraping, and removing materials for demolition, including rigging and signaling, and using a cutting torch, plasma arc, and air arc for demolition work.

(25) Dismantling, moving, and cleaning forms after concrete hardens if the forms are not to be reused.

(26) Installing preformed wire baskets by tapping hooks along the edge of the baskets to keep them in place on highway projects.

(27) Running string line so an asphalt spreader operator can determine height and edge of asphalt surface.

(28) Setting string line for curb machines and placing concrete and moving and cleaning forms for curbs, sidewalks, and gutters.

(29) Installing, removing, altering, repairing, and erecting interlocking or modular block walls (nonmortar).

(30) Installing, removing, altering, and repairing paving stones of any materials set in sand cushion including, but not limited to, paving stones, natural stone, and synthetic materials when not set in mortar.

(31) Providing fire watch and hole watch.

(32) Cleaning, screening, and feeding sand to hopper or pot of sandblasting machine.

(33) Cleaning and preparing surfaces for the application of paint by sandblasting, water blasting, or using other equipment for purposes other than preparation.

(34) Installing, removing, altering, and repairing guardrails (other than guardrails on bridges), tension cable guardrails, guardrail posts, highway signs and sign structures, and median barriers.

(35) Installing, removing, altering, and repairing metal fencing used to define property boundaries, rights-of-way, medians, or driving lanes including barbed wire, chain link, temporary fencing, and woven wire, excluding decorative iron fencing, or providing safety for such areas.

(36) Cleaning and dressing the slopes of roadway cuts and embankments while suspended by ropes or cables, using hand tools as required.

(37) Operating hand-guided vibratory or impact compactor, and adjusting levers, throttles, and other devices necessary for operation.

(38) Removing, altering, and repairing post-tension and prestressed cables.

(39) Dewatering excavation and construction work sites, including the operation of water pumps.

(40) Performing pipe rehabilitation work, including cleaning, relining, cutting, and inspecting; and using all equipment used for pipe rehabilitation work, including closed-circuit TV trucks, pipe inspection cameras, cutters, bypass pumps, steam and water boilers, inversion units, jetters, vactors, and wet-out conveyors.

(41) Performing hazardous waste operations and working in and around hazardous waste, excluding asbestos abatement and lead and mold remediation.

(42) Below grade, installing soil venting systems.

(43) Installing, removing, altering, and repairing membrane materials used for landfills, holding ponds, contaminated soil, or other applications, including the welding and fusing of such materials.

(44) Performing caisson work.

C. Typical tools used: Air hammer, earth tamper, cement mixer, small mechanical hoist, surveying and measuring equipment, chain saw, cutoff saw, compaction equipment (hand-operated or remote control), concrete drill, concrete vibrator, jackhammer, paving breaker, air compressor, chipping tool, hammer, pliers, chisel, screwdriver, rigging equipment, cutter, shovel, rake, wheelbarrow, file, bar, sockets and wrench, level, scraper, grinder, core drill, rock drill, broom, torch, arc welder, ladder, knives, concrete slab saw, and concrete wall saw.

**Subp. 2. Code No. 102, Laborer, skilled (assisting special craft journeyman).**

A. Nature of work: performing skilled laborers' work and assisting special craft persons by performing the duties associated with the special crafts including duties typically considered those of a hod-carrier, mason tender, brick tender, drill runner tender, refractory worker, stone tender, shot-crete nozzle operator, track layer, concrete placement laborer, or top man.

**B. Typical duties:**

(1) Mixing cement used in the patching of concrete and performing other tasks as may be directed by cement mason.

(2) Mixing plaster, stucco, acrylic compounds, or similar materials for plasterers and delivering same to location where plasterer is working; constructing, erecting, and dismantling scaffolds for plastering regardless of scaffold height; and cleaning and caring for tools and equipment used in the preparation and application of plaster.

(3) Mixing fireproofing; constructing, erecting, and dismantling scaffolds for fireproofing regardless of scaffold height; and cleaning and caring for tools and equipment used in the preparation and application of fireproofing.

(4) Handling the equipment and directing the placing of concrete or mortar that is moved by pressure or pneumatic equipment, such as gunite or shot-crete; may fine-grade and place wire mesh at times; and may perform other related duties.

(5) Assisting brickmasons, stonemasons, and block masons by preparing mortar mix, either by hand or machine; delivering material to masons on scaffold; operating small material moving equipment such as power buggy, hoists, mortar mix pumps, and other similar equipment; constructing, erecting, and dismantling all mason scaffolds regardless of scaffold height; and erecting temporary enclosures for heat and shelter of mason scaffold.

(6) Mechanically mixing mortar ingredients to proper consistency and delivering to mason on scaffold or at site of work; keeping materials supplied to mason and assisting according to directions of mason.

(7) Installing, removing, altering, repairing, erecting, and patching precast products including, but not limited to, planks, walls, and panels.

(8) Cutting openings through concrete with core drill, concrete wall saws, and slab saws.

(9) Top man assisting pipelayer, including keeping stakes and string line set in place out in front of trenching machine so that machine will cut ditch in correct location, setting stakes so that pipelayers can fine-grade ditch and measure from the batter board down to correct depth of ditch, assembling valves and other parts to be lowered into the excavation, rigging of pipe sections to be lowered into the trench, maintaining the operation of water pumps and observing the excavation for warning signs of cave-ins, and cutting of pipe at the direction of the pipelayer.

(10) Placing concrete and lowering hose-like flexible shaft of vibrator into newly poured concrete; starting power unit and holding shaft, allowing hammerhead on shaft to vibrate, thus consolidating the concrete (air, electric, or gasoline-operated vibrators are used).

(11) Performing work related to the construction, remodeling, or repairing of railroads and rail systems, including the grading and maintaining of rights-of-way, laying ties or other rail supporting materials, and laying rails.

(12) Setting stringline and forms for concrete curb, gutter, and sidewalk.

C. Typical tools used: air hammer, earth tamper, cement mixer, mortar mixer, small mechanical hoist, surveying and measuring equipment, chain saw, cutoff saw, compaction equipment (hand-operated or remote control), concrete drill, concrete vibrator, jackhammer, paving breaker, air compressor, chipping tool, hammer, pliers, chisel, screwdriver, rigging equipment, cutter, shovel, rake, wheelbarrow, file, bar, sockets and wrench, level, scraper, grinder, core drill, rock drill, broom, torch, arc welder, ladder, knives, concrete slab saw, and concrete wall saw.

**Subp. 3. Code No. 103, Laborer, landscaping (gardener, sod layer and nursery operator).**

A. Nature of work: performing landscaping including seeding, sodding, and planting of woody and herbaceous plant material, including native plant material such as grasses, shrubs, and trees; installing edging and ground cover, including mulches, decorative rock, and other materials associated with plantings; and installing erosion control measures limited to erosion blanket, silt fence, and bale checks and temporary erosion control measures.

**B. Typical duties:**

(1) Seeds, sods, and plants greenery to contract specifications by performing landscaping duties, including site development, soil preparation, fertilizing, building garden accessories, and laying mulches and decorative rock around trees and buildings.

(2) Erecting silt fencing to contract specifications.



(3) The duties do not include electrical work, fencing (other than silt fencing), retaining walls, paving bricks, all concrete work, woodwork (such as park benches), or other work that is generally performed by a general laborer or skilled craft worker.

(4) Installing underground sprinkler systems for irrigation.

C. Typical tools used: shovel, rake, wheelbarrow, and seed and fertilizer broadcaster.

**Subp. 4. Code No. 104, Flag person.**

A. Nature of work: performing duties to regulate flow of traffic through a construction project by using handheld flags and signs. May keep in radio contact with others regulating traffic through the work zone.

B. Typical duties:

(1) Controlling movement of vehicular traffic through construction projects.

(2) Discussing traffic routing plans and type and location of control points with superior.

(3) Directing movement of traffic through site using sign, hand, and flag signals.

(4) Warning construction workers when approaching vehicle fails to heed signals to prevent accident and injury to workers.

(5) Informing drivers of detour routes through construction sites.

(6) Recording license plate number of traffic control violators for law enforcement.

(7) Giving hand marker to last driver in lineup of one-way traffic at opposite end of site, signaling clearance for reverse flow of traffic.

C. Typical tools used: signs, flags, radio, and personal protective equipment.

**Subp. 5. Code No. 105, Watch person.**

A. Nature of work: monitoring access to a construction project site.

B. Typical duties:

(1) Allowing entrance or exit of employees, truckers, and authorized visitors.

(2) Checking credentials or approved roster before admitting anyone.

(3) Issuing passes at own discretion or on instruction from superiors.

(4) Directing visitors and truckers to various parts of the construction project.

(5) Inspecting outgoing traffic to prevent unauthorized removal of company property or products.

(6) Recording information about trucks or other carriers entering and leaving.

(7) Checking permits from employees for tools or materials taken from premises.

C. Typical tools used: signs, flags, radio, and personal protective equipment.

**Subp. 6. Code No. 106, Blaster.**

A. Nature of work: assembling plants and detonating charges of industrial explosives to loosen earth, rock, and stumps, or to demolish structures to facilitate removal.

B. Typical duties:

(1) Supervising and assisting in locating, loading, and firing blast holes for breaking up hard materials; enlarging bottom of drilled holes by discharging small quantities of explosives; inserting detonator in charge of explosive, attaching fuse or electric wires, the stick and detonator forming a primer, the discharge of which effects the discharge of the remainder of the explosive; charging hole by placing explosive, including stick that contains detonator, in hole and tamping with a pole; depressing handle of blasting machine or lighting fuse to fire explosive; may use prima-cord or delay caps.

(2) Carrying powder or other explosive to blaster or powder person and assisting by placing prepared explosive in hole, connecting lead wire to blasting machine, and performing other duties as directed.

(3) Examining mass, composition, structure, and location of object to be blasted, estimating amount and determining kind of explosive to be used, and marking location of charge holes for drilling.

(4) Assembling primer (blasting cap and fuse or electric squib and booster charge) and placing primer with main charge in hole or near object to be blasted.

(5) Covering charge with mud, sand, clay, or other material and tamping firm to improve detonation and confine force of blast.

(6) Signaling to clear area of personnel and equipment.

(7) Lighting fuse or connecting wires from charge to battery or detonator to detonate charge.

(8) Operating jackhammer, hand drill, or electric drill to bore holes for charges.

(9) Climbing cliffs or banks to plant explosive charge, using ropes and safety harness.

(10) Setting and detonating explosive charges to improve flow of water into wells.

(11) Operating rock driller.

C. Typical tools used: jackhammer, drills, galvanator, dynamite punch, crimper, tampers, signal whistle, and rigging equipment.

**Subp. 7. Code No. 107, Pipelayer (water, sewer and gas).**

A. Nature of work: laying pipe, metal culvert and box culvert for water, sewer water, water main, waste sewage, stormwater runoff, catch basins, manholes, and pedestrian access.

B. Typical duties:

(1) Installing, removing, altering, maintaining, and repairing underground pipes used to handle water, water main, waste sewage, stormwater runoff, catch basins, and manholes outside the building regardless of material.

(2) On utility projects, laying pipe, receiving pipe lowered from top of trench, inserting spigot end of pipe into bell end of last laid pipe, adjusting pipe to line and grade, and sealing joints with cement or other sealing compound.

(3) On highway projects, receiving, laying, connecting (by means other than welding), and sealing joints of pipes.

(4) Setting the depth of the excavation for proper pipe grade.

(5) Guiding the equipment operator around existing utilities.

(6) Receiving the pipe sections into the excavation for placement.

(7) Responsible for the correct grade and alignment of the pipe.

(8) Fine-grading the ditch before pipe placement.

(9) Assembling large-diameter metal culverts by bolting together semicircular pieces of metal to form a complete circle, bolting each section of this circle to similar sections which are placed adjacently, and repeating these processes until the required length of culvert is formed.

(10) Installing, removing, altering, maintaining, and repairing metal culvert to direct surface water under roadways.

(11) Installing, removing, altering, maintaining, and repairing precast concrete box culverts.

(12) Installing, removing, altering, maintaining, repairing, and fusing HDP fusion pipe as it relates to sewer and water work.

(13) Installing, removing, altering, maintaining, and repairing manholes, catch basins, and hydrants.

C. Typical tools used: shovels, bars, lasers, targets, level, measuring and surveying equipment, stick rule, pipe fusion equipment, impact wrench, rigging equipment, small mechanical hoist, chain saw, cutoff saw, compaction equipment (hand-operated or remote control), paving breaker, air compressor, chipping hammer, hammers, pliers, chisel, screwdriver, wheelbarrow, scraper, grinder, torch, and ladder.

**Subp. 8. Code No. 108, Tunnel miner.**

A. Nature of work: drilling earth and rock excavations to construct underground shafts and tunnels for projects such as roads, railways, and waterways, and performing work within tunnels.

B. Typical duties:

- (1) Performing tunnel and underground construction.
- (2) Setting up and operating pneumatic drilling machinery and moving lever controlling drilling action to drill blast holes in tunnel heading according to spacing, angle, and depth of hole.
- (3) Wedging, nailing, or bolting timber or steel retaining structures to prevent cave-ins.
- (4) Working in caissons.
- (5) Boring and welding pipe casings as related to tunnel work.
- (6) Lancing surfaces by using sandblasting, water blasting, or other equipment.

C. Typical tools used: drills, saws, jack leg, hammers, tunnel boring machines, locomotives, mucking machines, conveyors, grout pumps, rigging equipment, and welding equipment.

**Subp. 9. Code No. 109, Underground and open ditch laborer (eight feet below starting grade level).**

- A. Nature of work: assisting the pipelayer from within the excavation.
- B. Typical duties:
  - (1) Assisting the pipelayer in aligning and assembling pipe products in ditches ("Bottom Man").
  - (2) Cleaning and lubricating pipe ends to guide pipe sections together.
  - (3) Backfilling and compacting along sides of pipe.
  - (4) Operating vibrating compactor (such as a "whacker") in trenches.
  - (5) Performing other general laborer duties that take place in trenches.
  - (6) Boring and welding pipe casings related to sewer and water work.

C. Typical tools used: shovels, bars, lasers, targets, level, measuring and surveying equipment, stick rule, pipe fusion equipment, impact wrench, rigging equipment, small mechanical hoist, chain saw, cutoff saw, compaction equipment (hand-operated or remote control), paving breaker, air compressor, chipping hammer, hammers, pliers, chisel, screwdriver, wheelbarrow, scraper, grinder, torch, ladder, and welding equipment.

**Subp. 10. Code No. 110, Survey field technician.**

A. Nature of work: operating total station, GPS receiver, level, rod or range poles, steel tape measurement; marking and driving stakes; hand or power digging for and identifying markers or monuments; performing and checking calculations; and reviewing and understanding 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.

B. Typical duties:

- (1) Driving grade stakes.
- (2) Setting of grade stakes to proper height and set of "Blue Tops" for finish grading.
- (3) Measuring.
- (4) Reviewing and understanding construction plans and land survey materials.
- (5) Digging for and identifying markers and monuments.
- (6) Performing and checking calculations.

C. Typical tools used: total station, Global Positioning System (GPS) receiver, level, rod or range poles, steel tape for measurement, shovels, hammers, and other hand or small power digging equipment.

**Subp. 11. Code No. 111, Traffic control person (temporary signage).**

A. Nature of work: installation, movement, and removal of temporary traffic control systems such as cones, signage (electric or nonelectric), barriers, and flashing lights during highway and heavy and commercial construction projects.

**B. Typical duties:**

- (1) Moving and setting electric or nonelectric traffic control devices.
- (2) Places, positions, or replaces temporary signage (electric or nonelectric), cones, and flashing lights in a work zone.
- (3) Repairs or replaces temporary signage (electric or nonelectric), cones, and flashing lights in a work zone.
- (4) Cleans temporary signage (electric or nonelectric), cones, and flashing lights in a work zone.
- (5) Removes temporary signage (electric or nonelectric), cones, and flashing lights in a work zone.
- (6) Moving and setting jersey and other traffic control barriers.

C. Typical tools used: two-axle truck with or without swing arm for placing and removing signage, cones, barriers, and flashing lights, Global Positioning System (GPS) for accurate placement of signage, cones, barriers, and flashing lights, pressure washer to clean temporary signage (electric or nonelectric), cones, and flashing lights in a work zone.

**Subp. 12. Code No. 112, Quality control tester.**

A. Nature of work: field and covered off-site facilities; testing of aggregate, asphalt, and concrete materials; limited to Minnesota Department of Transportation highway and heavy construction projects where the Minnesota Department of Transportation has retained quality

assurance professionals to review and interpret the results of quality control testers' services provided by the contractor.

B. Typical duties:

- (1) Testing aggregate for gradation and moisture content.
- (2) Testing asphalt for gradation, oil content, fracturing, and density.
- (3) Testing concrete materials' water/cement ratio, gradation, moisture, tensile strength, and density.

C. Typical tools used: screens, microwave, hot plate, burner plate, scales, compactor (Marshall or Gyratory), hydraulics to break concrete cylinders or bars for tensile strength, and various hand tools to obtain and finish samples.

**Statutory Authority:** *MS s 175.171; 177.28*

**History:** *35 SR 1711;*

**Published Electronically:** *January 30, 2024*

## **5200.1102 JOB CLASSIFICATION DESCRIPTIONS; SPECIAL CRAFTS.**

### **Subpart 1. Code No. 701, Heating and frost insulators.**

A. Nature of work: applies to workers who apply insulation materials to mechanical systems to reduce loss or absorption of heat, prevent moisture condensation, deaden sound, and prevent vibration. The workers remove all insulation materials from mechanical systems unless the mechanical system is being scrapped.

B. Typical duties:

(1) Preparing and physically distributing on the job site cork, plastic, magnesia, or similar or substitute materials used as thermal insulation, to include building enclosures and hanging polyurethane. Manufacturing, fabricating, assembling, molding, handling, erecting, spraying, pouring, making, hanging, applying, adjusting, altering, repairing, dismantling, reconditioning, corrosion controlling, and testing of heat or frost insulation, such as cork, mineral wall, infusorial earth, mercerized silk, flax, fiber, fire felt, foam glass, Sytrofoam, polyurethane, polystyrene, metals, plastics, fibrous matter, roving, and resins.

(2) Covering or encapsulating of boilers, tanks, refrigeration units, evaporators, turbines, fittings, valves, ducts, flues, vats, equipment, hot and cold pipes, or any other hot or cold surfaces with the insulation materials listed in these typical duties, used for the purpose of thermal insulation, fire stoppage, fireproofing, radiator protection, sound deadening, and the lagging (covering) on piping.

(3) Removing all insulation materials from mechanical systems, unless the mechanical system is being scrapped (pipes, boilers, ducts, flues, and breechings). All clean up required in connection with this work, including the sealing, labeling, and dropping of scrap material into the appropriate containers.

(4) Measuring and cutting insulation for covering surfaces using tape measures, handsaws, knives, and scissors.

(5) Fitting insulation around obstructions and shaping insulating materials and protective coverings as required.

(6) Determining the amounts and types of insulation needed and methods of installation based on factors such as location, surface shape, and equipment use.

(7) Installing sheet metal around insulated pipes with screws in order to protect the insulation from weather conditions or physical damage.

(8) Applying, removing, and repairing insulation on industrial equipment, pipes, ductwork, or other mechanical systems such as heat exchangers, tanks, and vessels to help control noise and maintain temperatures.

(9) Selecting appropriate insulation such as fiberglass, Styrofoam, or cork based on the heat retaining or excluding characteristics of the material.

(10) Reading blueprints and specifications to determine job requirements.

(11) Covering, sealing, or finishing insulated surfaces or access holes with plastic covers, canvas strips, sealants, tape, cement, or asphalt mastic.

(12) Preparing surfaces for insulation application by brushing or spreading on adhesives, cement, or asphalt, or by attaching metal pins to surfaces.

C. Typical tools used: metal cutters, reciprocating saws, industrial sewing machines, shears, staple guns, and utility knives.

**Subp. 2. Code No. 702, Boilermakers.**

A. Nature of work: assembling, analyzing defects in, and repairing boilers, pressure vessels, tanks, and vats in fields following blueprints and using hand tools and portable power tools and equipment. Constructing, erecting, and assembling all boiler parts and work in connection with the boiler, including boiler fronts, heat units, water walls, tube supports, and casings. All connections between the boiler and stack (commonly known as breeching), built of sheet steel or iron, supports for same (which are not part of the building structure), uptakes, smoke boxes, air and water heaters, smoke consumers, and hot and cold air ducts (except when used for ventilation purposes). Pontoons, purifying boxes, gas generators, wash tanks and scrubbers, standpipes, brewery vats, exception glass enameled tanks, and water towers. All iron and steel pipeline, penstock, and flue work. Steam, air, gas, oil, and water, or other liquid tanks or containers requiring tight joints. Blast furnaces and rolling mills, hot stoves cupolas, dump cars, and all gasometers as well as frame work in connection with same. Iron and steel stacks in connection with power plants and rolling mills. Economizers, superheaters, attemperators, air heaters, casing, downcomers, sludge boxes, and sluice troughs. All demolition of boiler equipment, if replaced with the same or similar equipment or if the demolished parts are moved and rebuilt somewhere else. All handling, unloading, and working with boilermaker material.

B. Typical duties:

- (1) Locating and marking reference points for columns or plates on foundation using master straightedge, squares, transit, and measuring tape and applying knowledge of geometry.
- (2) Attaching rigging or signaling crane operator to lift parts to specified position.
- (3) Aligning structures or plate sections to assemble boiler frame, tanks, or vats using plumb bobs, levels, wedges, dogs, or turnbuckles. Hammering, flame-cutting, filing, or grinding irregular edges of sections or structural parts to facilitate fitting edges together.
- (4) Bolting or arc-welding structures and sections together. Positioning drums and headers into supports and bolting or welding supports to frame. Aligning water tubes and connecting and expanding ends to drums and headers, using tube expander.
- (5) Belling, beading with power hammer, or welding tube ends to ensure leakproof joints. Bolting or welding casing sections, uptakes, stacks, baffles, and such fabricated parts as chutes, air heaters, fan stands, feeding tubes, catwalks, ladders, coal hoppers, and safety hatches to frame, using wrench. Installing manholes, handholes, valves, gauges, and feedwater connection in drums to complete assembly of water tube boilers. Assisting in testing assembled vessels by pumping water or gas under specified pressure into vessel and observing instruments for evidence of leakage.
- (6) Repairing boilers or tanks in field by unbolting or flame cutting defective sections or tubes, straightening plates, using torch or jacks, installing new tubes, fitting and welding new sections, and replacing worn lugs on bolts. May rivet and caulk sections of vessels using pneumatic riveting and caulking hammers.
- (7) Fabricating parts such as stacks, uptakes, and chutes to adapt boiler to premises in which it is installed.

C. Typical tools used: hammers, hoists, levels, punches, nail sets, drifts, and welding tools.

**Subp. 3. Code No. 703, Bricklayers.**

A. The term "bricklayer" includes the following and similar jobs: brick masonry, stonemasonry, artificial masonry, pointing-cleaning-caulking, and setting precast.

B. Nature of work:

(1) Brick masonry. Brick masonry includes the following work procedures and materials installation:

(a) Laying brick made from any material in, under, or upon any structure or form of work where bricks are used, whether in the ground, over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, or lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric, and telephone conduits; and including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, and all terra cotta and porcelain materials, except where those materials are manufactured to substitute for tile.



(b) All cutting of joints, pointing, cleaning, and cutting of brick walls, fireproofing, block-arching, and terra cotta cutting and setting; laying and cutting all tile plaster, mineral-wool, cork blocks, and glass masonry, or any substitute for those materials; laying all pipe sewers or water mains and filling all joints on the same when such sewers or conduits are of any vitreous material, burnt clay, cement, or any substitute materials used for those purposes; cutting, rubbing, and grinding all kinds of brick and setting all cut stone trimmings on brick buildings; preparing and erecting plastic, castables, or any refractory materials; and installing hollow metal door frames in masonry applications where the door frames are cemented into the concrete block wall as the wall is built.

(c) Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone, or substitutes sandwiched between masonry units in the interior of the wall.

(d) All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation; all quarry tile over 9" x 9" x 1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of those materials shall be the work of the craft installing the same.

(e) All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products in sizes larger than 6" x 12" known as terra cotta tile, unit tile, ceramic veneer, machine-made terra cotta, and like materials, regardless of the method of installation. Where the preponderance of material to be installed is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving is part of the bricklayer classification.

(2) Stonemasonry. Stonemasonry includes the following work procedures and materials installation:

(a) Laying all riprap, rubble work, with or without mortar, setting all cut stone, marble, slate, or stone work (meaning, as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects and customarily called "stone" in the trade); cutting all shoddies, broken ashlar, or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten inches in height; dressing all jambs, corners, and ringstones that are roughly dressed upon the beds, joints, or reveals, and the cutting of a draft upon same for plumbing purposes only; and cleaning, cutting of joints, and pointing of stone work.

(b) Stonemasonry work applies to all work in buildings, sewers, bridges, railroads, breakwaters, jetties, playgrounds, parks, landscaping, and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done. Stonemasons shall have the right to use all tools which they consider necessary in performing their work.

(c) Cleaning, grouting, pointing, and other necessary work to achieve and complete the work described under this subitem.

(3) Artificial masonry. Artificial masonry includes the following work procedures and materials installation:

(a) Cutting, setting, and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs, arches, and all material substituted for clay or natural stone products.

(b) All artificial masonry and the cutting, setting, and pointing of all concrete prefabricated slabs, regardless of dimension size.

(4) Pointing-cleaning-caulking. Pointing-cleaning-caulking includes the following:

(a) The pointing-cleaning-caulking of all types of masonry, caulking of all window frames encased in masonry, brick, stone, or cement structures, including all grinding and cutting out on such work, and all sandblasting, steam cleaning, and gunite work.

(b) The pointing, cleaning, and weatherproofing of all buildings, grain elevators, and chimneys built of stone, brick, or concrete, including all grinding, cutting out, sand blasting, and gunite work on same.

The bricklayer uses building materials, such as brick, structural tile, concrete cinder, glass, gypsum, and terra cotta block to construct or repair walls, partitions, arches, sewers, and other structures.

(5) Setting precast sills and tilt-ups in mortar.

**Subp. 4. Code No. 704, Carpenters.**

A. Nature of work: Constructing, erecting, installing, and repairing structures, structural members, and fixtures made of wood, plywood, wallboard, and materials that take the place of wood, such as plastic, metals, composites, and fiberglass, using carpenter hand tools and power tools.

B. Typical duties:

(1) Conforming the layout of buildings or structures on the site of plot to local building codes, blueprints, sketches, or building plans.

(2) Selecting specified types of lumber or other materials. Preparing layout, using rule, framing square, and calipers. Mark cutting and assembling lines on materials, using pencil, chalk, and marking gauge. Shaping materials to prescribed measurements, using saws, chisels, and planes. Assembling, cutting, and shaping materials and fastening them together with nails, dowel pins, or glue. Erecting framework for structures and laying sub-flooring. Covering sub-floor with building paper to keep out moisture and laying hardwood, parquet, and wood-strip block floors by nailing floors to sub-floor, cementing them to mastic, or asphalt base. Verifying trueness of structure with plumb bob, electronic lasers, transit, total station, measuring devices, and carpenter's level. Applying decorative paneling to walls. Measuring boards, timbers, or plywood using square, measuring tape, and ruler; marking cutting lines on materials using pencil and scribe; and sawing boards and plywood panels to required sizes.

(3) Making and setting all concrete forms (except curb forms on highway and heavy construction), including establishment of building lines or flow lines (box culverts, bridges) including footing forms. Making all forms used in tilt-up construction. Laying out, installing, and constructing wall forms and footing forms, all block-outs, wood or steel, and laying out and installing all embedded items. Building rough wooden structures, such as concrete forms, scaffolds, wooden bridges, trestles, coffer dams, tunnel, and sewer support. Welding and burning. Constructing forms and chutes for pouring concrete. Nailing cleats (braces) across boards to construct concrete-supporting forms. Cutting and assembling timbers to build trestles and cofferdams. Building falsework to temporarily strengthen, protect, or disguise buildings undergoing construction. Setting of precast bridge sections. Welding incidental to concrete form work.

(4) Building and handling scaffolds used by carpenters. All scaffolding, constructed or assembled, 14' 6" and higher for normal or specialty use (regardless of purpose) excluding scaffolding used to access only plaster and masonry work.

(5) Handling and installing ladders, handrails, walkways, platforms, and gangways made of wood as well as shoring and lagging. Building temporary shelters and offices, wood frames, light gauge metal buildings, and pole buildings.

(6) Handling and installing wood and metal studs and exterior panels. Laying out reference lines and points for use in computing location and position of metal framing and furring channels and marking position for erecting metalwork using chalk line. Measuring, marking, and cutting metal runners, studs, and furring channels to specified size using tape measure, straightedge, and hand and portable power-cutting tools and welding equipment. Securing metal framing to walls and furring channels to ceilings using hand and portable power tools.

(7) Handling and installing insulation, thermal, and other material (not sprayed urethane or polyurethane) in connection with carpentry work.

(8) Installing insulation such as bat, board, sating, insulated wall panels, thermal, Styrofoam, sound attenuation, and fiberglass when the installation of the insulation material is not applied as an integral part of the roofing system.

(9) Installing doors, wood windows, and bucks, including hardware (bucks are rough frames in which finished frames are inserted), in building framework and brace them with boards nailed to framework. Fitting and nailing sheathing on outer walls and roofs on buildings. Installing beams and trusses of wood laminate. Handling and applying all exterior and interior siding of various composites, including wood, particle board, cement board, light gauge steel, vinyl, aluminum, and other materials.

(10) Handling, cutting, sawing, and fitting drywall products (sheetrock) and lead-lined drywall whether for walls, ceilings, floors, soffits, or any use, no matter how installed - nailed, screwed, glued, or otherwise (interior, exterior). Lead-lined drywall is used in x-rays to avoid radiation exposure. Installing (comer) corner guards and wooden and plastic column covers.

(11) Planning gypsum drywall installation, erecting metal framing and furring channels using various fasteners, clips, screws, and related welding techniques for fastening drywall, and

installs drywall to cover walls, ceilings, soffits, shafts, and movable partitions in residential, commercial, and industrial buildings; reading blueprints and other specifications to determine method of installation, work procedures, and material, tool, and work aid requirements. Measuring and marking cutting lines on drywall using square, tape measure, and marking devices. Scribing cutting lines on drywall using straightedge and utility knife and breaks board along cut lines. Fitting and fastening board into specified position on wall using screws, hand or portable power tools, or adhesive. Cutting openings into board for electrical outlets, vents, or fixtures using keyhold saw or other cutting tools. Installing fire-rated wall systems.

(12) Installing plasterboard or other wallboard to ceiling and interior walls of building using hand tools and portable power tools; installing horizontal and vertical metal or wooden studs for attachment of wallboard on interior walls using hand tools. Cutting angle iron and channel iron to specified size using hacksaw, and suspending angle iron grid and channel iron from ceiling using wire. Scribing measurements on wallboard using straightedge and tape measure, and cutting wallboard to size using knife or saw. Cutting out openings for electrical and other outlets using knife or saw. Attaching wallboard to wall and ceiling supports using glue, nails, screws, hammer, or powered screwdriver. Trimming rough edges from wallboard to maintain even joints using knife. Nailing prefabricated metal pieces around windows and doors and between dissimilar materials to protect drywall edges.

(13) Handling and installing door frames, wood and hollow metal doors, hollow metal door frames, rollup garage doors, overhead doors or Rolling fire doors, automatic doors, channel iron door bucks, glass sliding, and bi-fold doors.

(14) Handling, installing, and caulking cabinets, cabinetry, shelving, fixtures, and counter tops.

(15) Making, handling, and setting frames, sash, blinds, magnetic tile, chalk, bulletin boards, trim, and other fixtures (for example, cabinets, bookcases, and benches). Applying shock-absorbing, sound-deadening, and decorative paneling to ceilings and walls. Fitting and installing prefabricated window frames, doors, doorframes, weather stripping, interior and exterior trim, and finish hardware, such as locks, letter drops, and kick plates.

(16) Measuring, cutting, assembling, and installing metal framing and decorative trim for windows, doorways, and vents. Fitting, aligning, and hanging doors and installing hardware, such as locks and kick-plates.

(17) Handling and installing builders hardware, including door tracks of every description. Installing weather strips. Making, fitting, and hanging fly screens for doors, windows, and other openings.

(18) Handling and installing access flooring, computer floors, and raised or elevated floors. Installing modular headwall units and laboratory casework and fume hoods.

(19) Handling and installing wood flooring.

(20) Handling and installing modular or demountable furniture, such as office partitions, cubicles, and other modular office products.

(21) Handling and installing acoustical and egg crate ceiling systems in their entirety (hanger wire, grid, molding, and tile), whether vertically or horizontally installed.

(22) Handling and assembling chairs, seats, bleachers, benches, children's playground equipment, lockers (wood or composite), metal shelving, and other furniture in theaters, halls, schools, stadiums, and other places of assemblage on floors of any kind. Installing protection screens (chalkboards), toilet partitions (plastic laminate, solid plastic), and building stairs.

C. Typical tools used:

- (1) Hammers, knives, power screwdrivers.
- (2) Ladders -- extension ladders, fold up ladders.
- (3) Levels -- calibrating electronic levels, spirit levels, visual beam laser levels.
- (4) Power sanders -- belt sanders, hand rotary tools, orbit sanders.
- (5) Power saws -- circular saws, compound miter saws, reciprocating saws, worm drive saws.
- (6) Squares -- combination squares, framing squares, layout bars.
- (7) Welding equipment. Any specialty or necessary tools and equipment for assembly, fabrication, or installation of all products and applications related to this classification.

Subp. 5. **Code No. 705, Carpet layers (linoleum).**

A. Nature of work: applies to workers who measure, cut, sew, make-up and seam, tape, and fit. Laying, installing, sealing, and waxing materials to be cemented, tacked, or otherwise applied to its base and adhered to any surface. These materials may be used as shock-absorbing, sound absorbing, or decorative coverings. Except for terrazzo, magnesite, and latex built-up floors, the materials include oil, cloth, matting, linen, carpet, synthetic turf, linoleum, vinyl, plastic, rubber, cork, mastic, asphalt, mastipave, tile, wood tile, interlocking and magnetic tile, chalk and bulletin board, nonslip or abrasive materials, resilient, decorative seamless surface coatings, monolithic coverings (monolithic means all resilient seamless material such as epoxy, polyethylene, plastics, and their derivatives, components, and systems), and all other resilient coverings on floors, walls, counters, table tops, and ceilings.

B. Typical duties:

- (1) Handling materials at the point of installation.
- (2) Performing necessary preparation and finish work such as sweeping, scraping, sanding, or chipping dirt and irregularities from base surfaces; filling cracks with putty, plaster, or cement grout to form smooth, clean foundations; and drilling holes for sockets and pins.
- (3) Installing underlayment; sanding and filling; fitting of metal edgings, metal comers, and caps; and fitting devices for attachment of these materials.
- (4) Spreading adhesive cement over floor to cement foundation material to the floor.

- (5) Laying covering on cement.
- (6) Rolling finished floor to smooth it out and press cement into base and covering.
- (7) Stripping, buffing, and waxing resilient floors.
- (8) Joining edges of carpet and seam edges where necessary by sewing or by using tape with glue and heated carpet iron.
- (9) Cutting and trimming carpet to fit along wall edges, openings, and projections; finishing edges with a wall trimmer.
- (10) Inspecting the surface to be covered to determine its condition and correcting any imperfections that might show through the carpet or cause the carpet to wear unevenly.
- (11) Rolling out, measuring, marking, and cutting carpet to size with a carpet knife following floor sketches and allowing extra carpet for final fitting.
- (12) Planning layout of the carpet, allowing for expected traffic patterns, and placing seams for best appearance and longest wear.
- (13) Stretching carpet to align with walls and ensuring a smooth surface, and pressing the carpet in place over tack strips or using staples, tape, tacks, or glue to hold the carpet in place.
- (14) Taking measurements and studying floor sketches to calculate the area to be carpeted and the amount of material needed.
- (15) Cutting carpet padding to size and installing padding following the prescribed method.
- (16) Nailing tack strips around the area to be carpeted or using old strips to attach edges of new carpet.

C. Typical tools used:

- (1) Glue guns -- butane glue guns, cool tip glue guns, electric glue guns.
- (2) Knife blades -- floro scraper blades, hooked blades, tackless cutter blades, trimmer blades.
- (3) Power saws -- jamb saws, toe kick saws, undercut saws.
- (4) Shears -- carpet base cutters, carpet shears, stand up cutters, strip cutters.
- (5) Staple guns -- air underlayment staplers, edge binding staplers, hammer tackers, heavy duty electric staplers.
- (6) Tensioners -- carpet tucking tools, swivel lock stretchers.
- (7) Utility knives -- trimmers, tucking trimmers, wall trimmers.

**Subp. 6. Code No. 706, Cement masons.**

A. Nature of work: applies to workers who set up rodding and finish fresh concrete, perform work on existing concrete, or work with various cementitious products.

B. Typical duties:

(1) Setting and laying out forms and bulkheads when used as screeds. Rodding, shaping, smoothing, stamping, and finishing the surfaces of freshly poured concrete floors, walls, sidewalks, curbs, swimming pools, paving, and steps and finishing extruded barrier rails or any other concrete surface requiring finishing, using hand tools or power tools, including floats, trowels, screeds, and straightedge.

(2) Preparing surfaces using grinder or chisel and hammer, including electric or pneumatic. All processes of patching, rubbing, and sacking with fresh concrete, cementitious materials, or epoxy compound.

(3) Laying out and installing expansions, control joints, and edges.

(4) Installing complete process of specialty flooring such as concrete overlays, micro topping, staining, exposed aggregate, and stamped concrete.

(5) Applying penetrating sealers, primer protective coatings, and protective covers (blankets, poly, etc.) to concrete floors and steps when part of the finishing process.

(6) Installing seamless composition floors such as quartzite or dex-o-tex, and installing and finishing epoxy-based coatings or polyester-based linings to all surfaces when the coatings or linings are applied by spraying or troweling in conjunction with pouring of the floor.

(7) Complete concrete polishing grinding systems using hand tools or machines.

(8) Sandblasting or water blasting for architectural finish or patching preparation.

(9) Cutting joints with concrete saw for the control of cracks in buildings and sidewalks, driveways, curbs, and gutters contiguous to buildings.

C. Typical tools used: floats, trowels, rubber floats, rubbing stones, set-up tools, saws, laser levels, eye levels, total stations, tapes, laser screeds, power screeds, walking or riding troweling machines, concrete polishing machines, concrete floor saws, and power or pump sealer sprayers.

**Subp 7. Code No. 707, Electricians.**

A. Nature of work: applies to workers who are responsible for installation, assembly, construction, inspection, operation, and repair of all electrical work within the property lines of any given property (manufacturing plants, commercial buildings, schools, hospitals, power plants, parking lots), single-family housing, apartments, condominiums, townhomes, and residential buildings. This scope of work shall begin at the secondary side of the transformer when the transformer is furnished by the local utility and the service conductors are installed underground. When service conductors are installed overhead in open air from wooden poles, this scope of work shall start immediately after the first point of attachment to the buildings or structures.

B. Typical duties:

(1) Planning and laying out electrical systems that provide power and lighting in all structures. This includes cathodic protection systems utilized to protect structural steel in buildings and parking structures.

(2) Handling, moving, loading, and unloading of electrical materials, materials used in association with an electrical system, electrical equipment, and electrical apparatus on the job site, whether by hand or where power equipment and rigging are required.

(3) Welding, burning, brazing, bending, drilling, and shaping copper, silver, aluminum, angle iron, and brackets used in connection with the installation and erection of electrical wiring and equipment.

(4) Measuring, cutting, bending, threading, forming, assembling, and installing electrical raceways (conduit, wireways, cable trays) using tools such as hacksaw, pipe threader, power saw, and conduit bender.

(5) Installing wire in raceways (conduit, wireways, troughs, cable trays). This wire may be ahead of service, service conductors, feeder wiring, subfeeder wiring, branch circuit wiring control circuits, life safety circuits, temperature control circuits, scada systems, process control systems, and digital and analog control systems.

(6) Chasing and channeling necessary to complete any electrical work, including fabricating and installing duct banks and manholes incidental to electrical, electronic, data, fiber optic, and telecommunication installation; for example: cell tower wiring and apparatus.

(7) Splicing wires by stripping insulation from terminal leads with knife or pliers, twisting or soldering wires together, and applying tape or terminal caps.

(8) Installing and modifying lighting fixtures to include L.E.D., fiber optic, and similar fixtures and their supports.

(9) Installing and modifying electrical and fiber optic equipment (AD-DC motors, variable frequency drives, transformers, reactors, capacitors, motor generators, emergency generators, UPS equipment, data processing systems, and enunciator systems where sound is not a part thereof).

(10) Installing raceway systems utilizing conduit, conduit bodies, junction boxes, device boxes for switches, and receptacles. This may also include wiring systems utilizing other methods and materials approved by the National Electrical Code (MC cable, AC cable, BX or flexible metal tubing, or electrical nonmetallic tubing).

(11) Installing main service equipment, distribution panels, subpanels, branch circuit panels, motor starters, disconnect switches, and all other related items. This includes all temporary wiring and lighting systems.

(12) Installing and wiring instrumentation and control devices as they pertain to heating, ventilating, air condition (HVAC) temperature control and energy management systems, building



automation systems, and electrically or fiber optically operated fire and smoke detection systems where other building functions or systems are controlled.

(13) Testing continuity of circuit to ensure electrical compatibility and safety of components. This includes installation, inspecting, and testing of all grounding systems including those systems designed for lightning protection; testing of low, medium, and high voltage cables, equipment, and apparatus. This includes electrical heat stress testing and associated wiring.

(14) Removing electrical systems, fixtures, conduit, wiring, equipment, equipment supports, or materials involved in the transmission and distribution of electricity within the parameters of the building property line if reuse of any of the existing electrical system is required. This may include the demolition, removal, and disposal of the electrical system.

(15) Installing, repairing, altering, and maintaining solar photovoltaic wiring, apparatus, and equipment.

(16) Installing, repairing, altering, and maintaining wind power generation wiring, apparatus, and equipment.

(17) Wiring overhead bridge cranes, hoists, and their related control systems.

(18) Constructing, altering, and repairing highway and street lighting, traffic signal systems, athletic field lighting systems, airport runway and taxi lighting systems, and their related control systems.

C. Typical tools used:

(1) Cable reels -- single reel cable trailers, wheeled wire dispensers, wire dollies, wire hand caddies, wire pullers, tuggers, electrical and hydraulic conduit benders.

(2) Screwdrivers -- insulated screwdrivers, Phillips head screwdrivers, round shank screwdrivers, square shank screwdrivers.

(3) Stripping tools -- automatic insulation strippers, self-adjusting insulation strippers, universal stripping tools, wire strippers.

(4) Voltage and current meters -- milliammeters, test lamps, volt tick meters, voltmeters.

(5) Wire or cable cutters -- cable cutters, high leverage cable cutters, insulated cable cutters, utility cutters, punches, crescent wrenches, tap wrenches, Allen wrenches, nut drivers, pliers (various).

**Subp. 8. Code No. 708, Elevator constructors.**

A. Nature of work: assembling and installing all commercial conveyances: electric, cable driven, hydraulic, rack and pinion, freight and passenger elevators, escalators, dumbwaiters, moving walks, ramps, and lifts.

B. Typical duties:

(1) Handling, unloading, and hoisting all equipment to be assembled or installed by workers performing work within this job classification.

(2) Assembling, installing, repairing, and maintaining elevators, escalators, moving sidewalks, and dumbwaiters using hand tools and power tools and testing devices such as test lamps, ammeters, and voltmeters.

(3) Laying out system components, frameworks, and foundations; installing counterbalance rails, motor pump, cylinder and plunger foundations, and elevator cars (which includes the platform, walls, and doors).

(4) Cutting prefabricated sections of framework, rails, and other elevator components to specified dimensions.

(5) Positioning electric motor and equipment on top of elevator shaft using hoists and cable slings or mounting elevator apparatus in machine room, overhead or below.

(6) Installing all wiring, conduit, and raceways.

(7) Connecting electrical wiring to control panels and electric motors.

(8) Adjusting safety controls, counterweights, door mechanisms, and components such as valves, ratchets, seals, and brake linings.

(9) Inspecting wiring connections, control panel hookups, door installations, and alignments and clearances of cars and hoistways to ensure that equipment will operate properly.

(10) Testing newly installed equipment to ensure that it meets specifications, such as stopping at floors for set amounts of time.

(11) Sinking, boring, drilling, or digging cylinder wells.

(12) Erecting and assembling theatre stage and curtain elevator equipment and guides or rigging.

(13) Locating malfunctions in brakes, motors, switches, and signal and control systems using test equipment.

(14) Disassembling defective units, and repairing or replacing parts such as locks, gears, cables, and electric wiring.

(15) Maintaining log books that detail all repairs and checks performed.

(16) All cleanup required in connection with the installation of elevators.

C. Typical tools used: event or graphic data recorders, hydraulic pressure gauges, amp meters, millivoltmeters, test lamps, voltmeters, saws, grinders, acetylene torch, drill.

**Subp. 9. Code No. 709, Glaziers.**

A. Nature of work: installing, setting, cutting, preparing, fabricating, distributing, handling, or removing the following: glass and glass substitutes used in place of glass, preglazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, suspended glass systems, louvers, skylights, entrance ways including automatic doors, patio doors, store front, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons.

**B. Typical duties:**

(1) Installing the materials described under item A in the course of building construction, repair, remodel, alteration, or retrofit.

(2) Installing and welding extruded rolled or fabricated materials including, but not limited to, all metals, plastics, and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, showcase doors, glass handrails and relative materials, including those in buildings related to storefront, door and window construction, and curtain wall systems.

(3) Installing and maintaining automatic door entrances, door and window frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, and storm sash where the glass becomes an integral part of the finished product.

(4) Transporting, handling, rigging, unloading, and loading of tools, equipment materials, and clean up.

(5) Setting art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, class chalk boards, structural glass, tempered and laminated glass, and all types of insulating glass units.

(6) Caulking glass to glass, glass to metals, metals to substrates and glass to substrates.

(7) Installing metal sill, head, and jamb flashing.

(8) All plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants (such as Thiokol), neoprene, silicone, and all types of mastics in wood, iron, aluminum, sheet metal, or vinyl sash, doors, frames, stone wall cases, showcases, bookcases, sideboards, partitions, and fixtures.

C. Typical tools used: files, glass cutters, grinding or polishing machines, power saws, miter saws, all types of levels and laser levels, all types of squares, all types of power tools, all types of hand tools, suction cups, power suction cups, swing stages, platform lifts, scaffolding, safety equipment, welding equipment, step ladders, and extension ladders.

**Subp. 10. Code No. 710, Lathers.**

A. Nature of work: erecting (horizontal) metal framework to which wooden, metal, or rockboard lath is fastened.

B. Typical duties:

(1) Measuring and marking surfaces to lay out work using tape measures, straightedges, or squares and mark devices.

(2) Drilling holes in floor and ceiling and driving ends of wooden or metal studs into holes to provide anchor for furring or rockboard laths.

(3) Fitting and fastening wallboard or drywall into position on wood or metal frameworks using glue, nails, or screws.

(4) Hanging dry lines (stretched string) to wall moldings in order to guide positioning of main runners.

(5) Measuring and cutting openings in panels or tiles for electrical outlets, windows, vents, plumbing, and other fixtures using keyhole saws or other cutting tools.

(6) Hanging drywall panels on metal frameworks of walls and ceilings in offices, schools, and other large buildings using lifts or hoists to adjust panel heights when necessary.

(7) Assembling and installing metal framing and decorative trim for windows, doorways, and vents.

(8) Trimming rough edges from wallboard to maintain even joints using knives.

(9) Cutting and screwing together metal channels to make floor and ceiling frames according to plans for the location of rooms and hallways.

C. Typical tools used: lifts, putty knives, saws; drywall, hacksaw, keyhole, trowels, utility knives, claw hammers, and lathing hammers.

**Subp. 11. Code No. 711, Ground person.**

A. Nature of work: performing ground work to assist the journeyman lineman on work that is not energized.

B. Typical duties:

(1) Manually digging and backfilling pole holes, anchor holes, and trenches.

(2) Loading, unloading, and moving materials and equipment used for the construction of power lines.

(3) Assisting in assembling conduit systems, boxes, signals, and bases on the ground. May frame and erect poles.

(4) Pulling nonenergized guy wires.

(5) Excavating dirt or rock on the outside line portion of a project.

(6) Tamping or compacting dirt following excavation work.

C. Typical tools used: jackhammers, air drills, shovels, picks, tamps, trenching equipment, and other tools used in excavating or compacting dirt or rock.

**Subp. 12. Code No. 712, Ironworkers.**

A. Nature of work: performing field storage and yarding, (on-site storage area or railhead) laying out, fabricating, modifying, erecting, installing, removing, repairing, renovating, retrofitting, demolishing, or dismantling of structural, architectural, ornamental, miscellaneous, and reinforcing members and related components or fixtures made of iron, steel, other ferrous and nonferrous metals and alloys, acrylic, ceramics, fiberglass, fiber-reinforced plastics or composites (FRP products), glass architectural or structural, precast, and prestressed concrete or stone, and materials that take their place, in buildings, bridges of all types, structures, civil work of all kinds, facilities, plants, and machinery, equipment, and appurtenances related thereto.

**B. Typical duties:**

(1) Erecting structural steel and installing architectural, ornamental, and miscellaneous metals: the unloading, sorting, yarding, erection, installation, assembly, and final alignment of the main structural steel of precast concrete framework and ancillary structural supports related thereto, including any field fabrication or modification of buildings and bridges of all types, including, but not limited to, highway, light rail transit and related systems, railroad, pedestrian, and bridges over all waters, structures, civil works of all kinds, plants, or facilities and the structural framing and supports for machinery and plant and facility equipment.

(2) Performing any combination of duties to hoist and install all structural components, including, but not limited to, columns, girders, beams, diaphragms, and all other bracing, joists, purlins, girts, wall restraint angles, plates, all metal floor and roof deck, channels, angles, or other structural shapes.

(3) Verifying elevations and vertical and horizontal alignment of structural and ancillary members by means of levels, plumb bobs, and optical instruments such as transits, eye level, lasers, Total Station, or Pacific Laser Systems.

(4) After assembly and final alignment, structural members are permanently bolted, welded, riveted, pinned, screwed, or otherwise secured into place. Setting up hoisting equipment to raise and place structural and ancillary members and components; fastening or securing members to cable of crane or other hoisting equipment by means of cable, chain, or rope; doing all signaling (via hand, telephone, or radio) to worker operating hoisting equipment during erection or installation; guiding members into place using tag lines, comealongs, portable hydraulic jacks, pry bars, wedges, and aligning pins.

(5) Laying out, drilling, and epoxying, grouting, or fastening anchor bolts or other anchoring devices described in this classification, excluding embedded items.

(6) Erecting, installing, aligning, and securing (by means of bolts, brackets, clips, epoxy core drilling and grouting or welding) architectural, ornamental, and miscellaneous metals (including iron, steel, aluminum, brass, or any other type of metal, glass, acrylic, or plastic) and related structural supports, including, but not limited to, stairways, stair treads, newel posts, balusters, gates, and handrails; ladders, catwalks and platforms; grating, floor plates, checker plates, and toe or kick plates; multiple function support components; relieving angles and lintels which are bolted or welded into place; and revolving doors and window grills.

(7) Modifying or altering main structural and ancillary members and components using oxyacetylene torch, plasma arc cutter, hand and power saws, drills, grinders, and welders.

(8) Performing demolition or dismantling of all materials described in this classification if materials, members, or components are to be reused or re-erected.

(9) Bridges: performing field unloading, sorting, and yarding, laying out, erecting, aligning, repairing, and renovating structural steel girders, beams, and metal components, such as ornamental railings, handrails, crash and guardrails, and safety fencing relating to pedestrians; precast or prestressed girders, beams, segments, members, and related components such as architectural precast concrete facades for all types of bridges, including the installation of all steel tendons, bar tendons, and DWYI-DAG bars, strands, and the entire pre- or post-tensioning process including the calibrating and use of hydraulic jacks or other equipment and the grouting of prestress (bonded) cables when installed on the job site.

(10) Installing bridge seat assemblies, including bearing or shoe plates, rocker arms, and pins; trusses; diaphragm and other bracing; floor beams, bridge flooring, and ballast plates; expansion control assemblies and joints including slide assemblies; and the erection of structural steel framework supporting machinery and mechanical devices for lift, swing, or bascule bridges and the unloading, erection, cabling, and placing of all such machinery and devices to approximate position on anchor bolts.

(11) Installing structural cabling including spinning and cable stays; installing and erecting cableways and travelers if required for erection of bridge. Placing all reinforcing steel for cast-in-place concrete on all bridges, including, but not limited to, substructures such as caissons, footings, pier stem and caps, abutments, approach panels, sloped paving, bridge decks, J-barrier and crash rails, retaining walls, and wing walls. Erecting and dismantling related steel falsework and temporary bridges.

(12) Concrete reinforcing: the unloading, carrying, placing, and typing of all concrete reinforcing such as rebar, wire mesh, expanded metal, post-tensioning cables (including the calibrating and use of hydraulic jacks during the entire tensioning process) or prestress bonded cables including the grouting of all bonded cables and tendons when installed on the job site, and the layout and surface preparation (cleaning or grinding, placement, and welding) of shear connectors (such as Nelson studs).

(13) Positioning and securing steel bars in concrete forms and other required locations to reinforce concrete. Determining numbers, sizes, shapes, and location of reinforcing rods from blueprints, sketches, or oral instructions. Selecting and placing rods in forms or at required locations;

spacing and fastening them together, using wire and pliers or mechanical splices, and installing all associated chairs, bolster bars, or cement bricks for correct spacing. Cutting bars to required lengths using hacksaw, bar cutters, or oxyacetylene torch. Bending steel rods with hand tools or rod bending machine. Reinforcing concrete with wire mesh or rebar for slabs-on-grade, floor systems, fireproofing of structural steel members (including clips, bolts, or steel studs), and simulated rock formations. Welding reinforcing bars together, using standard arc welding or specialty welding processes. Welding deck pans on a bridge and reinforcing supports for the concrete structure: lays out and drills holes for dowel placement and secures dowels by means of epoxy adhesive, grout, or other mechanical means.

(14) Rigging and erecting machinery and equipment: the unloading, moving, erection, and setting of machinery and equipment (except the setting of electric motors) when rigging or power equipment, or both, is used, which includes hydraulic or electric jack stands or cable lift systems.

(15) Unloading, handling, moving, and placing machinery and related steel framing, to be assembled, dismantled, erected, or installed to its approximate position (over the anchor bolts).

(16) Offloading, staging, rigging, erecting, and dismantling (for maintenance or repair) wind turbine sections, blades, hubs, and nacelles and the torquing of erection bolts.

(17) Unloading, assembling, erecting, plumbing, leveling, rigging, jumping, signaling to hoisting equipment operator, maintaining, and disassembling lattice boom cranes, tower cranes, buck hoists, Chicago booms, gin poles, guy and stiff leg derricks, manlifts, material hoists and towers, overhead travelers and traveling sheaves, and securing of same to buildings and structures where required.

(18) Installing monorails, bridge cranes, and underslung bridge cranes, including crane rails. Loading, unloading, moving, placing, and final setting of electrical transformers.

(19) Curtain wall, window wall, and windows: erecting and installing metal punched windows and enclosures, preglazed window units, strip windows (excluding storefront display windows), curtain-wall and window-wall systems and associated structural framing, panels and brackets related thereto, and installation of related cover plates, sills, stools molding, and trim work. Caulking, sealing, and weather stripping joints that abut those materials. Installing window washing systems including related guides, tracks, hooks, tiebacks, davits, and safety equipment.

(20) Doors: installing or erecting curtain type doors (overhead rolling-type doors), heavy industrial doors when made of metal, fire doors, and exterior metal hinged doors that carry a fire underwriters label, rolling grills and shutters (horizontal-sliding or vertical-drop), hangar doors, and related framing and installation of tracks, guides, sills, and thresholds.

(21) Sheeting and decking: installing structural metal sheeting (exterior or interior, corrugated or flat, insulated or noninsulated), structural metal floor decking and structural metal roof decking (including standing seam), structural metal ceiling and wall panel systems, insulated metal wall panel systems (so-called sandwich panels), and smoke curtains which are attached to a

steel frame or to the metal, masonry, or concrete framework of a building or structure. Installs related purlins, girts, clips, brackets, fascia, soffits, and trim work.

(22) Pre-engineered metal buildings: erecting, installing, and retrofitting of the structural steel for pre-engineered buildings when they come in packaged units, such as Butler, Delta, Varco Pruden, or other name brand packaged buildings. Installing balconies, mezzanines, stairs and nonwood handrails, doors, windows (including Vista Wall and related systems), skylights, and insulation (when installed in conjunction with sheeting) in the packaged buildings.

(23) Structural and architectural precast or prestressed concrete and stone: unloading, installing, and erecting precast concrete columns, beams, single Ts, double Ts raker beams, spandrel beams, top panels, tilt-up slabs, and wall panels and the erection and welding of corbels, haunches, and other related components supporting gravity loads. Erecting precast and prestressed wall and roof panels and architectural stone (granite, limestone, marble, or composite materials) by bolting, clamping, or welding at the bottom to footing and at the top to steel joints as needed. Erecting buildings utilizing lift-slab or jack-slab constructions.

(24) Other: installing detention security equipment and materials, including the erection of prefabricated or modular steel or precast concrete cells, associated with guardhouses, jail cells, police station holding cells, prison cells, and detention facilities utilizing central locking systems. Installing furniture and fixtures, including, but not limited to, beds and bunks, benches, chairs, food hatch doors, pass-throughs, food tray shelves, grills, mirrors, and tables (excluding sanitary facilities such as sinks and toilets); detention security doors, frames, and hinges including sliding doors and related guides, hardware, devices, and grouting of door frames); detention security hardware and locks; detention security gates, ceilings, and hatchway doors; detention security windows of glass, acrylic, and similar materials; detention security partitions (including woven wire partitions) and detention security caulking; and secure rooms, security and storerooms, and cages related to security doors and door frames.

(25) Installing theater equipment such as drapery and fire curtains and related tracks and guides, backdrop and scenery equipment, back stage lifts, counter weight systems and stage rigging (cabling and reaving-up included), and structural framing, grids, and related catwalks that support any state and theater equipment-related components such as stage lighting and sound systems.

(26) Installing and erecting ornamental, cast iron, wrought iron, chain, and cable link fences, security fences, gates (excluding site clearing, boring of holes and placing of concrete) and blast deflector fences, including layout and erection of related structural framework, baffles, and sheeting.

(27) Installing dry storage bins, hoppers, silos, chutes, and conveyors where ash, coal, lime, ore, sand, or any dry component is stored or transferred.

(28) Erecting, altering, retrofitting, and repairing bridges, viaducts, cableways, tramways, and monorail transportation systems and the dismantling of same if for reuse or re-erection.



(29) Erecting geodesic and other domes supported by structural steel or air or cable supported and related fabric installation.

(30) Erecting, installing, repairing, removing, and dismantling locks, gates, sluice gates and bulkheads, weirs and weir plates, lift-station buildings, metal forms and railing (including pipe) on waterways, locks, dams, and flood control projects.

(31) Erecting pump station buildings on pipelines (excluding mechanical, piping, or electrical work). Erecting or installing frames in support of boilers, if part of the building structure.

(32) Assembling and erecting communication towers, (TV, radar, satellite, and microwave); installing related antennas and wave guide and other types of structural steel towers such as self-supporting towers, guyed towers, or monopoles (excluding electrical power transmission towers).

(33) Unloading and setting modular or prefabricated buildings, excluding mechanical, piping, or electrical work.

(34) Installing metal guardrails with metal posts and erecting highway informational signs.

(35) Erecting, trimming, and fitting together by means of bolts and clamps, iron grills, grating, and special stairways.

(36) Erecting ornamental enclosures and other ironwork not included in structural ironwork;

(37) Erecting safes and vaults (assembled and unassembled), vault doors, plates, and trim.

(38) Fastening ironwork to walls of buildings by means of bolts, brackets, or anchors.

(39) Installing pallet racks, speed racks, and associated shelving. Installing fall protection systems and related safety equipment for use by ironworkers.

C. Typical tools used: spud wrenches, sleaver bars, hammers, alignment pins, wedges, hydraulic jacks, rams, pliers, wire reels, tape measures, thickness gauges, various clamps, optical instruments such as Total Station and Pacific Laser System, transits, plumb bob, gas saws, drills, hammer drills, porta-bank, torsion control gun, welders (gas and electric), grinders, screw guns, tugger, chain fall, come-along, porta-power, roust-a-bout, genie lifts, J.L.G., scissors lift, sawzall, impact wrenches, torque wrenches, air compressors, stressing rams and equipment, jacking systems, power lifts, metal shears, torching equipment (acetylene, plasma, propane, and oxygen), cable cutters, automatic rebar typing machine, various types of rope, nylon slings, wire rope chokers, and shackles.

### **Subp. 13. Code No. 713, Lineman.**

A. Nature of work: erecting, maintaining, and repairing transmission poles (wood, metal, or other), fabricated metal transmission towers, outdoor substations, switch racks or similar electrical

structures, electric cables, and related equipment for high-voltage transmission and distribution power lines.

B. Typical duties:

(1) Adhering to safety practices and procedures, such as checking equipment regularly and erecting barriers around work areas.

(2) Opening switches or attaching grounding devices in order to remove electrical hazards from disturbed or fallen lines or to facilitate repairs.

(3) Climbing poles or using truck-mounted buckets to access equipment.

(4) Placing insulating or fireproofing materials over conductors and joints.

(5) Installing, maintaining, and repairing electrical distribution and transmission systems, including conduits, cables, wires, and related equipment such as transformers, circuit breakers, and switches.

(6) Identifying defective sectionalizing devices, circuit breakers, fuses, voltage regulators, transformers, switches, relays, or wiring using wiring diagrams and electrical-testing instruments.

(7) Driving vehicles equipped with tools and materials to job sites.

(8) Coordinating work assignment preparation and completion with other workers.

(9) Inspecting and testing power lines and auxiliary equipment to locate and identify problems using reading and testing instruments.

(10) Stringing wire conductors and cables between poles, towers, trenches, pylons, and buildings; setting lines in place; and using winches to adjust tension.

C. Typical tools used: hand tools, power drills, conduit benders, saws, voltage or current meters, and wire or cable cutters.

**Subp. 14. Code No. 714, Millwright.**

A. Nature of work: assembling, installing, aligning, and dismantling mechanical, hydraulic, pneumatic, power generation, and electrical machinery in commercial and industrial sites.

B. Typical duties:

(1) Replacing or repairing defective parts of machine and adjusting clearances and alignment of machinery moving parts.

(2) Aligning machinery and equipment using hoists, jacks, hand tools, squares, rules, micrometers, plumb bobs, lasers, optical equipment, and alignment wire.

(3) Connecting power unit to machines or steam piping to equipment, and testing unit to evaluate its mechanical operation.

- (4) Repairing, revising, and lubricating machines and equipment.
- (5) Assembling and installing equipment using hand tools and power tools including welding and rigging incidental to that work.
- (6) Positioning steel beams to support bedplates of machinery and equipment using blueprints and schematic drawings to determine work procedures.
- (7) Signaling crane operator to lower basic assembly units to bedplate and align unit to centerline.
- (8) Inserting shims, adjusting tension mounts and bolts, or positioning parts using hand tools, measuring instruments, and power tools to set specified clearances between moving and stationary parts.
- (9) Moving machinery and equipment using hoists, dollies, rollers, and trucks.
- (10) Attaching moving parts and subassemblies to basic assembly unit using hand tools and power tools.

C. Typical tools used: gauges or inspection fixtures, hammer, hoists, levels, precision measuring equipment, micrometers, pullers, punches or nail sets, drill press, and hand tools necessary to perform work in items A and B.

**Subp. 15. Code No. 715, Painters.**

A. Nature of work: Applying coats of primer, paint, sealer, stain, varnish, enamel, lacquer, and special coatings to decorate and protect interior or exterior surfaces, trimmings, and fixtures of buildings and structures. Applying wall coverings both paper and vinyl, and carpet to walls and ceilings.

**B. Typical duties:**

- (1) Preparing, applying, and removing all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors, toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiberglassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, and flame spray.
- (2) Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences; buildings; structures; industrial, power, chemical, and manufacturing plants; bridges; tanks; vats; pipes; stacks; light- and high-tension poles; parking, traffic, and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment.
- (3) Any and all material used in preparation, application, or removal of any paint, coatings, or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains,

mastics, plastics, enamels, acrylics, alkyds, epoxies, epoxy injection and T-Lock welding, sheet rubber, foams, and seamless and tile-like coatings.

(4) All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping and finishing, skim coating, pointing, caulking, high-pressure water, chemical, and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, and steam cleaning.

(5) Wall covering work including, but not limited to: all material applied to walls or ceilings with adhesive, staples, or tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric-covered panels made of plastic, wood, or prefinished products of micro fiberglass, acrovin, and various plastic wall coverings such as wainscoat, caps, corner moldings, and accessories.

(6) Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating, and priming.

(7) Mixing, testing, preparing, and manufacturing of paint, coating, caulking, putty, and sealants, and handling of lead, color, oil, lacquer, varnish, synthetic resin, and acrylic paints and coatings, including any and all materials for the same.

(8) All processes and procedures for decontamination of all contaminated areas and all cleanup of any type of debris caused by or during the preparation or application of any work described in this classification.

(9) Pavement marking including hand-brushed, hand-sprayed, and the hand taping of pavement markings, and the operation of compressors for purposes of hand spraying for pavement marking.

C. Typical tools used:

(1) Hand tools -- hopper guns, pneumatic spray texture guns, spray texture guns, stucco patching guns, compressors, pasting machines, heat guns, sandblasting equipment.

(2) Paint sprayers -- airless spray equipment, power brushes, spray guns, electrostatic sprayers.

(3) Power sanders -- disk sanders, electric paint removers, paint stripping equipment, sanders.

(4) Pressure or steam cleaners -- hydroblasters, pressure washers, steam cleaning equipment, wallpaper steamers.

(5) Putty knives -- drywall taping knives, patching knives, spackling knives.

**Subp. 16. Code No. 716, Piledriver.**

A. Nature of work: performing pile work and driving piles of any type, including, but not limited to, wood, steel, concrete, and composite materials. Includes bridge work, bridge demolition,

and pile driving work related to waterfront and marine installations. Set up and operation of vibratory equipment.

B. Typical duties:

(1) Handling, laying out, driving, cutting, and splicing of wood, metal, or concrete piling regardless of purpose or materials (for example, sheets, I-beams, helical and soil anchors of all material, pile caps, and welding to piling).

(2) Setting up hoisting equipment for raising and placing wooden or concrete piles or steel sheeting sections to cable of hoist, using chain, cable, or rope. Pumping of material into piling.

(3) Signaling worker operating hoisting equipment to lift and place the wooden or concrete pile or steel sheeting section. Installing safety equipment incidental to pile driving work.

(4) Guiding wooden or concrete pile or steel sheeting section using tab line (rope) or rides on.

(5) Pile or steel sheeting to guide it into position. Pulling, pushing, or prying wooden concrete pile or steel sheeting into place while pile or sheeting is supported by hoisting equipment. Bracing forms in place with timbers, tie rods, and anchor bolts, for use in building concrete piers, footings, and walls and falsework in bridge construction.

(6) Assembling, disassembling, and rigging of the pile driving equipment and hoisting equipment when used in pile driving.

(7) Conducting underwater diving that is incidental to pile driving work. Diving below water to perform welding and other work incidental to pile driving, highway and commercial construction, and the tending and assisting of divers by performing such tasks as monitoring divers, handing material to divers, and handling of equipment used while driving.

C. Tools used: operating pile drivers mounted on skids, barges, crawler treads, or locomotive cranes or any hoisting equipment to drive pilings for retaining walls, bulkheads, and foundations of structures, such as buildings, bridges, and piers. Torches, cable cutters, chain saws, and all necessary welding equipment. Vibratory driver or extractor for piling and sheeting operations.

**Subp. 17. Code No. 717, Pipefitters -- steamfitters.**

A. Nature of work: performing and assisting in fabricating, assembling, installing, altering, dismantling, maintaining, and replacing pipe systems, pipe supports, and related hydraulic and pneumatic equipment for steam, hot water, heating, cooling, lubricating, and industrial production and processing systems (ammonia, refrigerant, steam, hot water, chilled water, process piping, etc.).

B. Typical duties:

(1) Fabricating, assembling, and installing piping and tubing systems that are to conduct steam, air, and other fluids, solids, or gases in and around buildings and structures, including hangers, restraints, and supports for such systems.

(2) Cutting, threading, and hammering pipe to specifications using tools such as saws, cutting torches, and pipe threaders and benders.

(3) Assembling and securing pipes, tubes, fittings, and related equipment according to specifications by welding, brazing, cementing, soldering, and threading joints.

(4) Attaching pipes to walls, structures, and fixtures such as radiators or tanks using brackets, clamps, tools, or welding equipment.

(5) Measuring and marking pipes for cutting and threading.

(6) Installing vacuum piping systems with manufacturing or industrial facilities.

(7) Installing and maintaining pneumatic components of machines and equipment, such as pumps and cylinders, using hand tools.

(8) Joining ductile iron and plastic pipes when such pipes will be under pressure and used as distribution lines for water mains and sewers.

(9) Installing piping systems for refrigeration, cooling, and heating equipment, including, but not limited to, compressors, coils, pumps, tanks, gauges, valves, tubes, and pipes. See "Sheet Metal Worker" for the installation of sheet metal duct work.

(10) Performing welding and burning which is incidental to the work of pipefitting or steamfitting.

(11) Locating, cutting, and boring holes in structures, such as bulkheads, decks, walls, and mains, prior to pipe installation, using hand and power tools. Setting sleeves in the penetrations.

(12) Dismantling piping systems and equipment, including, but not limited to, heating, cooling, process, refrigeration, and HVAC systems.

(13) Installing, removing, altering, maintaining, and repairing solar panels and piping, or parts thereof, that are related to the heating or cooling system.

(14) Installing, removing, altering, maintaining, and repairing geothermal piping, or parts thereof, used in relation to the heating or cooling system.

(15) Testing and balancing hydronic equipment and piping.

(16) Labeling and stenciling piping and equipment under this trade classification.

(17) Unloading, moving, handling, rigging, placing, and setting of piping and equipment related to work under this classification.

(18) Installing, repairing, or replacing flue pipe and breaching when made of steel or plastic pipe.

(19) Laying out mechanical pads, curbs, and bases.

(20) Installing instrumentation and controls as they pertain to HVAC equipment.

(21) Starting up, servicing, and commissioning HVAC systems.

(22) All low-voltage wiring and controls as it relates to HVAC equipment.

(23) Installing, removing, altering, maintaining, and repairing combustible and noncombustible gas systems and piping, or parts thereof, relating to heating, cooling, and process equipment.

(24) Increasing pressure in pipe systems and observing connected pressure gauges to test system for leaks. Performing other work in connection with the installation and testing of heating and cooling apparatus and control devices.

C. Typical tools used:

(1) Levels -- automatic levels, laser levels, pocket levels, and two-hole pins.

(2) Power grinders -- offset grinders, pedestal grinders, portable grinders, and stationary grinders.

(3) Screwdrivers -- flat screwdrivers, impact screwdrivers, and Phillips head screwdrivers.

(4) Taps or dies -- dies, drophead dies, and taps.

(5) Welders -- alternating current/direct current (AC/DC) welders, arc welders, and welding machines.

(6) Torches -- cutting and brazing.

(7) Wrenches -- combination, pipe wrench, channel locks, crescent wrench, sockets and ratchets, and vise grips.

(8) Squares -- Tri-square and framing square.

(9) Hammers -- ball peen, rubber, and framing.

(10) Power tools -- Sawzall, band saws, drills, drill presses, screw guns, and core drills.

**Subp. 18. Code No. 718, Plasterers.**

A. Nature of work: applying coats of plaster or stucco to interior or exterior walls, ceilings, and partitions of buildings and structures to produce a finished surface. Installing exterior insulation finish systems (EIFS). Fireproofing building assemblies with plaster materials, sprayed fiberglass, or other similar materials, whether applied to gypsum, metal lath, or directly.

B. Typical duties:

(1) Applying plaster to lath, masonry, drywall, or other bases; applying stucco to exterior walls using trowels, brushes, or spray guns. Sealing joints between plasterboard or other wallboards to prepare the wall surface for veneer plaster system.

(2) Spraying fireproof insulation onto gypsum, lath, or other surfaces.

(3) Creating decorative textures in finish coat systems using brushes, trowels, sand, pebbles, or stones.

(4) Applying insulation to building exteriors by installing prefabricated insulation systems over existing walls or by covering the outer wall with insulation board, reinforcing mesh, and a base coat.

(5) Skim coating various manufacturers' brand names of thin coat or plaster veneer.

(6) Applying bonding agents; cleaning and preparing surfaces for applications of plaster, cement, stucco, or similar materials.

(7) Grouting and filling of door bucks and similar installations.

(8) Applying and setting stone imitation, any patent material when cast, crushed stone, marble, ceramic chips, broken glass embedded in plaster, or similar materials.

(9) Applying malleable plastic materials and epoxy materials.

(10) Applying weatherproof, decorative coverings to exterior surfaces of buildings such as troweling or spraying on coats of stucco.

(11) Spraying acoustic materials or texture finish over walls and ceilings.

(12) Molding and installing ornamental plaster pieces, panels, and cornices.

(13) Applying plaster or stucco siding materials.

C. Typical tools used:

(1) Edgers -- corner tools, inside step tools, ornamental cut and shape tools, outside step tools.

(2) Floats -- darbies.

(3) Hammers -- claw hammers and plasterers' hammers.

(4) Ladders -- stilts.

(5) Paint sprayers -- plaster spraying machines and spray guns.

(6) Saws -- hand saws and keyhole saws.

(7) Trowels -- featheredgers, hand trowels, power trowels, and scratcher trowels.

(8) Utility knives -- trimming knives.

**Subp. 19. Code No. 719, Plumbers.**

A. Nature of work: performing or assisting at the business, trade, or work having to do with the installation, removal, alteration, or repair of plumbing and drainage systems or parts thereof, which include, but are not limited to, plumbing fixtures, plumbing appliances, and plumbing appurtenance.



B. Typical duties:

(1) Installing, removing, altering, maintaining, and repairing all potable and nonpotable water supplies and distribution pipes, all plumbing fixtures and traps, all drainage and vent pipes, all building drains, and their associated parts, including their respective joints and connections; devices and appurtenances including potable and nonpotable water treatment or using equipment.

(2) Any worker assisting a plumber shall be classified as a plumber.

(3) Locating and marking position of pipe, pipe connections, and passage holes, and installing sleeves for pipes in walls and floors using all tools, hand or powered, to complete this task.

(4) Cutting openings in walls and floors to accommodate pipe and pipe fittings using hand and power tools.

(5) Joining pipes with screws, bolts, couplings, clamps, cement, fittings, solder, brazing, welding, plastic solvent, caulk joints, push gasket, o-ring connection, compression, and similar materials.

(6) Testing all piping, fixtures, appliances, and appurtenances according to Minnesota Rules, chapter 4714.

(7) Meeting with the proper administration authority to verify the work has been performed according to Minnesota Rules, chapter 4714.

(8) Installing, removing, altering, maintaining, and repairing drainage and sewage lines and their parts.

(9) Dismantling piping systems to be replaced or reconditioned.

(10) Installing, removing, altering, maintaining, and repairing supports for all piping, equipment, appurtenances, appliances, fixtures, and their parts for the proper installation of the plumbing system.

(11) All drip pans that are installed in conjunction with the plumbing or piping system.

(12) All low voltage used to operate the plumbing or piping systems.

(13) All erection and dismantling of any equipment used to access a plumbing or piping system for installation, removal, alteration, maintenance, or repair.

(14) Installing, removing, altering, maintaining, and repairing piping and facilities that receive or treat the discharge from plumbing fixtures and their associated parts.

(15) Back filling and compacting ditches and excavations using hand-operated machines where plumbing systems are installed.

(16) Removing dirt, concrete, bituminous, or similar materials for installation, removal, alteration, maintenance, or repair of a plumbing system.

(17) Installing, removing, altering, maintaining, and repairing medical gas or gases used in the medical industry, or parts thereof.

(18) Installing, removing, altering, maintaining, and repairing vacuum piping systems, vacuum cleaning and dust collection systems, and their parts in a nonmanufacturing facility.

(19) Installing, removing, altering, maintaining, and repairing combustible and noncombustible gas systems and piping and their parts, including venting.

(20) Rigging, lifting, loading, unloading, and stockpiling, by hand or machine, all equipment fixtures, appliances, appurtenances, and piping related to the plumbing system.

(21) Labeling or stenciling piping, valves, equipment, and their parts under this trade classification.

(22) Backing used for support for all plumbing fixtures, appliances, and accessories.

(23) Installing plumbing accessories.

(24) Installing sheetlead and other like materials to protect workers and the general public.

(25) Installing, removing, altering, maintaining, and repairing solar panels, piping, and their parts related to the plumbing system.

(26) Installing, removing, altering, maintaining, and repairing geothermal piping and their parts used in relation to the plumbing system.

(27) Installing material used to protect the building from smoke and fire damage as related to the plumbing and piping systems. Special materials are applied where the piping for the plumbing system has penetrated through floors, walls, and ceilings in order to protect from smoke and fire damage in case of fire.

(28) Venting of subsoils, from the lowest finished floor to the atmosphere, for removal of gases.

(29) Installing plates or equivalent to protect all plumbing pipe and tubing.

(30) Installing, removing, altering, maintaining, and repairing systems or parts of systems carrying water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to parts 4720.0200 to 4720.2300 or the regulations of the local public health authority having jurisdiction.

(31) Installing, removing, altering, maintaining, and repairing associated with setting and connecting to the plumbing system all house tanks, surge tanks, pressure tanks, hot water heaters, or their parts.

(32) Installing, removing, altering, maintaining, and repairing piping and the setting of all equipment, appliances, and appurtenances in connection with water booster, pumping stations, and water filtration plants, or parts thereof inside the structure.

(33) Installing, removing, altering, maintaining, and repairing water pumps and piping, such as water lifts, hydraulic rams, and water boosters worked by water, electric, or air power used in the plumbing system, or parts thereof.

(34) Installing, removing, altering, maintaining, and repairing suction and discharge of central distributing and boosting stations in connection with water or fire lines, or parts thereof.

(35) Installing, removing, altering, maintaining, and repairing fire pumps, tanks, or water main connections and standpipes with hose connections and cabinets, or parts thereof.

(36) Installing, removing, altering, maintaining, and repairing multipurpose potable water systems under Minnesota Statutes, chapter 299M.

(37) Installing, removing, altering, maintaining, and repairing sterilizing systems and sterilizing equipment, or parts thereof.

(38) Installing, removing, altering, maintaining, and repairing piping, equipment, appliances, and appurtenances for gasoline, oil, and lubricating systems, or parts thereof.

(39) Installing, removing, altering, maintaining, and repairing piping for Ozone systems, or parts thereof.

(40) Installing, removing, altering, maintaining, and repairing soda fountains, bars, restaurant equipment, piping, or parts thereof.

(41) Installing, removing, altering, maintaining, and repairing the wash down and drain piping for all chutes, or parts thereof.

(42) Installing, removing, altering, maintaining, and repairing pipe made from any metal, tile, glass, wood, transits, plastic, rubber, or any other material or products manufactured into pipe, usable in the piping industry, regardless of size, shape, or method of making joints, whether or not the piping is installed inside or outside, above the ground or below ground, encased or exposed, or pressure or nonpressure.

C. Typical tools used:

(1) Drain or pipe cleaning equipment -- drain cleaning cables, hand spinners, sectional drain cleaning machines, toilet augers.

(2) Pipe or tube cutters -- pipe cutters, power pipe cutters, ratcheting polyvinyl chloride (PVC) cutters, tubing cutters.

(3) Pipe wrenches -- end pipe wrenches, offset pipe wrenches, straight pipe wrenches.

(4) Pressure indicators --- air pressure gauges, heavy duty water pressure gauges, maximum reading water pressure gauges, water pressure gauges.

(5) Specialty wrenches -- chain wrenches, spud wrenches, strainer wrenches, water heater element removal wrenches.

**Subp. 20. Code No. 720, Roofer/waterproofer.**

A. Nature of work: applying and installing any and all types of roofing materials. For sheet metal roofs see "Sheet Metal Workers."

B. Typical duties:

(1) Installing slate and tile and all substitute materials taking the place of slate and tile used for roofing, such as asbestos slate or tile, cement, composition or Spanish tile, composition or wood shingles, or shakes, metal shingles or tile, or other substitute materials used on steep, with necessary metal flashing to make watertight. All solar or photovoltaic cell-type shingles used to transform solar energy to electrical energy.

(2) Cementing in, on, or around slate and tile roofs. The laying of felt, paper, or substitute material beneath the slate and tile or substitute materials. The dressing, punching, and cutting of all roof slate or tile, either by hand or machinery.

(3) Installing all forms of plastic, slate, slag, and gravel; asphalt and composition roofing; rock asphalt mastic when used for damp and waterproofing; prepared paper; compressed paper and chemically prepared paper; and burlap with or without coating. Installing all damp resisting preparations regardless of the method of application in or outside of building. Installing damp courses, sheeting, or coating on foundation work and tarred roofs. Laying of the tile or brick when laid in asphalt or pitch tar.

(4) Installing and applying new materials used in roofing, waterproofing, encapsulation, and containment process, including all forms of elastomeric or plastic (elastoplastic), or both, roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. Installing or vacuuming of aggregates, vegetative materials, or stone, used as a ballast for inverted roofing membrane assembly, or roof of similar construction where insulation is laid over the roofing membrane. Sealing and caulking seams and joints on these elastoplastic systems to ensure watertightness. Applying liquid-type elastoplastic preparation for roofing, damp, or waterproofing when applied with a squeegee, trowel, roller, or spray equipment whether applied inside or outside of a building. Priming surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray systems. Waterproofing all types of preformed panels. All air barriers that are applied with materials that are traditionally used for roofing, waterproofing, and dampproofing systems including, but not limited to, sprays, epoxies, membranes, and bituminous products.

(5) Applying all types of spray-in-place such as urethane or polyurethane, and the coatings that are applied over them.

(6) Applying roof insulation when the insulation material is applied as an integral part of the roofing system, whether the insulation material is applied as the first, last, or any other layer in between.

(7) Operating and servicing kettles, bulk tankers, stationary heating tankers, other types of equipment and tools used to accomplish this work (including heating systems for the operation of the equipment), compressors for applying roofing material components, roof and mop carts,

hydraulics, hand or power tools and equipment needed to apply waterproofing, and insulation and roofing materials.

(8) Handling, hoisting, and storing of all roofing, damp, and waterproofing materials and ballast. Set up ladders and scaffolding to provide safe access to work site.

(9) Tearing off or removing, or both, of any type of roofing, including ballast, all spudding, sweeping, drying, vacuuming, cleanup, or a combination of these, of any areas of any type where a roof is to be replaced.

(10) All cleaning, wire brushing, priming, and sealing of roof decks and surfaces that receive roofing, damp, or waterproofing.

C. Typical tools used:

- (1) Blow torches -- double-lock seamers, propane torches, single seamers, and torches.
- (2) Hammers -- claw hammers, plastic hammers, seaming hammers, and slate hammers.
- (3) Hatchets -- carpenters' hatchets, metro roofing hatchets, standards roofing hatchets, and wood shingling hatchets.
- (4) Roof rippers -- roofing spades, shingle rippers, tear-off bars, and tear-off shovels.
- (5) Shears -- clipping shears, foot squaring shears, membrane slitters, and slate cutters.
- (6) Welders -- heat welders and seam welders.
- (7) Hand tools -- rollers, scissors, insulation knife, roofing knife, trowels, awls, and tin snips.
- (8) Power tools -- pneumatic nail gun, powder actuated nail guns, air nail gun, screw guns, power saws, and power drills.

**Subp. 21. Code No. 721, Sheet metal workers.**

A. Nature of work: fabricating onsite, assembling, installing, and replacing sheet metal products and equipment, including control boxes, drainpipes, ductwork, furnace casings, and other ferrous and nonferrous products of varying degrees of gauge thickness, including PVC or fiberglass ductwork (typically nonstructural in nature). This does not include sheeting work performed by carpenters or ironworkers.

B. Typical duties:

- (1) Installing, repairing, and altering such assemblies as ductwork for heating, ventilation, air conditioning, and exhaust systems, rain gutters and downspouts, furnace casings, air-to-air exchangers (HRV), and heat recovery systems and under floor systems.
- (2) Installing panel and structures for refrigeration equipment. See subpart 17, Pipefitter -- Steamfitter for installation of refrigeration units or systems.

- (3) Maneuvering completed units into position for installation and anchoring the units.
- (4) Installing sheet metal roofing and siding materials including soffit and fascia, except as installed by a carpenter or ironworker.
- (5) Setting up and operating fabricating machines to cut, bend, and straighten sheet metal.
- (6) Shaping metal over anvils, blocks, or forms, using hammers.
- (7) Fastening seams and joints together with welds, bolt cement, rivets, and solder, caulks metal drive clips, and bonds to assemble components into products or to repair sheet metal items.
- (8) Operating soldering and welding equipment to join sheet metal parts, inspecting assemblies, and smoothing seams and joints of burred surfaces.
- (9) Removing sheet metal roofing when reroofing with sheet metal materials will occur.
- (10) Testing and balancing air handling equipment and ductwork.
- (11) Digging and backfilling for all underground duct systems.
- (12) Insulating ductwork, plenums, and other air handling components.
- (13) Installing lockers.
- (14) Installing metal toilet partitions.
- (15) Installing trash chutes.
- (16) Installing laundry chutes.
- (17) Installing metal shelving.
- (18) Installing solar panels and solar shingle panels.
- (19) Fabricating, installing, repairing, or replacing siding and panels.
- (20) Fabricating, installing, repairing, or replacing all blowpipe, dust collection, and material handling systems.
- (21) Fabricating, installing, repairing, or replacing all stainless steel kitchen equipment including, but not limited to, countertops, sinks, coolers, bars, exhaust hoods, ovens, and cabinets.
- (22) Fabricating, installing, repairing, or replacing all cornice work.
- (23) Installing, repairing, or replacing skylights.
- (24) Fabricating, installing, repairing, or replacing all chimney liners, flue pipes, and breechings.

(25) Fabricating, installing, repairing, or replacing all flashings, counter flashings, or coping.

(26) Demolishing HVAC systems and ductwork when reused.

(27) Sealing HVAC systems and ductwork.

(28) Laying out mechanical pads, curbs, and bases.

(29) Installing, repairing, or replacing radiation covers.

(30) Fabricating, installing, repairing, or replacing all drip pans.

(31) Fabricating, installing, repairing, or replacing all brackets, hangers, or fasteners.

(32) Installing and wiring instrumentation and controls as they pertain to HVAC equipment.

(33) Installing duct-mounted smoke detectors.

(34) Starting up, servicing, and commissioning HVAC systems.

(35) Fabricating, installing, repairing, or replacing air filtration systems.

(36) Installing air exchanger systems and heat recovery systems.

(37) Fabricating, installing, repairing, or replacing sheet metal lagging over insulated pipes, ducts, tanks, and equipment.

(38) Cutting openings in walls and floors to accommodate equipment using necessary tools and equipment.

(39) Fabricating, installing, repairing, or replacing louvers.

(40) Installing walk-in coolers.

C. Typical tools used:

(1) Hammers -- ball peen hammers, bumping hammers, setting hammers, and tinners hammers.

(2) Metal cutters -- aviation snips, bull snips hand notchers, power notchers, and V - notchers.

(3) Punches or nail sets or drifts -- center punches, prick punches, punches, and rotary punches.

(4) Sequential forming machine -- bar folders, bending machines, spiral duct machines, and wiring machines.

(5) Shears -- power shears, ring and circular shears, squaring shears, and unishears.

(6) Workshop presses -- drill presses, hand brakes, power presses, and rivet presses.

(7) Assembly tools -- screw guns, cleatlock tools, sockets and ratchets, hand seamers, various screwdrivers, hand crimpers, drive pullers, and dividers.

**Subp. 22. Code No. 722, Sprinkler fitters.**

A. Nature of work: installing, inspecting, and maintaining fire protection and fire control systems, including water mains (overhead and underground), fire hydrants, hydrant mains, standpipes, hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, and all tanks and pumps connected thereto, including CO<sub>2</sub> and Cardox systems, dry chemical systems, foam systems, Halon, and all other fire protection systems.

B. Typical duties:

- (1) Installing piping, tubing, appurtenances, and equipment.
- (2) Locating and marking position of pipe and pipe connections and passage holes for pipes in walls using ruler, level, and plumb bob.
- (3) Cutting openings in walls and floors to accommodate pipe and pipe fittings using hand and power tools. Cutting and threading pipe using pipe cutters, cutting torch, and pipe-threading machine.
- (4) Assembling and installing valves, pipe fittings, and pipes composed of metals such as iron, steel, copper, and brass, and nonmetals such as plastic using hand and power tools.
- (5) Joining pipes by use of screws, bolts, couplings, clamps, cement, fittings, solder, brazing, welding, and plastic solvent.
- (6) Filling pipe with water or air and reading pressure gauges to determine whether system is leaking.
- (7) Dismantling piping systems to be replaced or reconditioned.
- (8) Inspecting fire protection systems to ensure deficiencies are identified and corrected.

C. Typical tools used:

- (1) Drills -- power drills, hand drills, and core drills.
- (2) Levels -- automatic levels, laser levels, pocket levels, and two-hole pins.
- (3) Pipe or tube cutters -- pipe cutters, power pipe cutters, ratcheting polyvinyl chloride (PVC) cutters, and tubing cutters.
- (4) Pipe wrenches -- offset pipe wrenches and straight pipe wrenches.
- (5) Power grinders -- offset grinders, pedestal grinders, portable grinders, and stationary grinders.
- (6) Pressure indicators -- air pressure gauges and water pressure gauges.



- (7) Screwdrivers -- flat, Phillips, and impact screwdrivers.
- (8) Specialty wrenches -- chain wrenches.
- (9) Taps or dies -- dies, drophead dies, and taps.
- (10) Welders -- alternating current/direct current (AC/DC) welders, arc welders, and welding machines.

**Subp. 23. Code No. 723, Terrazzo workers.**

A. Nature of work: installing durable and decorative surfaces on floors, walls, and ceilings. Terrazzo work includes the following and similar materials: venetian enamel and terrazzo, cement terrazzo, magnesite terrazzo, Dex-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, and polished, honed, or sand finished materials.

B. Typical duties:

- (1) Installing marble, mosaic, venetian enamel, and terrazzo; cutting and assembling of mosaics and art ceramics; casting terrazzo on the job site; and rolling of terrazzo work.
- (2) Carving, cutting, and setting marble, slate, including slate blackboards, stone, alabaster, carrara, sanionyx, vitrolite, and similar opaque glass, scagliola, marbleitic, and all artificial, imitation, or cast marble of whatever thickness or dimension. This applies to all interior work, such as sanitary, decorative, and other purposes inside of buildings of every description wherever required, including all polished, honed, or sand finished; cutting and fitting of those materials after they leave mills or shops, all accessories in connection with such work, and laying marble tile, slate tile, and terrazzo tile.
- (3) All scratch coat on walls and ceilings where terrazzo is to be applied shall be done by plasterers, with an allowance of not less than a one-half inch bed to be conceded to terrazzo workers.
- (4) All bedding above concrete floors or walls, the preparing, cutting, laying, or setting metal, composition, or wooden strips and grounds, and the laying and cutting of metal strips, lath, or other reinforcement, where used in terrazzo work.
- (5) Rustic or tough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic-colored quartz, and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, or magnesium chloride.
- (6) Applying resinous or chemical substances used for seamless flooring systems.
- (7) Applying binding materials when used on walls, floors, ceilings, stairs, saddles, or any other part of the interior or exterior of the building; other work not considered a part of the building such as, but not limited to, fountains or swimming pools; and all other substitutes that may take the place of terrazzo work.

(8) Finishing cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines.

(9) A terrazzo finisher's work consists of assisting, helping, or supporting the terrazzo mechanic by performing historic and traditional work assignments required to complete the proper installation of the work.

C. Typical tools used:

(1) Laying out stone and tile projects; maneuvering heavy objects; mixing and matching paints, stains, and pigments; mixing materials such as mortar, grout, concrete, plaster, and stucco to proper consistency, and preparing surface and site for masonry work.

(2) Reading blueprints and technical drawings, repair work orders, and schematics and specifications; and using measuring devices in construction work such as transits or measuring tapes, and using tile and masonry adhesives.

**Subp. 24. Code No. 724, Tile setters.**

A. Nature of work: applying tile to floors, walls, ceilings, stair treads, promenade of roof decks, garden walks, swimming pools, and all places where tiles may be used to form a finished surface for practical use, sanitary finish, or decorative purpose, in the following materials: burned clay products (used in the tile industry, glazed or unglazed), terra cotta tile, unit tile, ceramic veneer, machine-made terra cotta, and similar materials. Tile setters set tile, repair and patch tile, lay out the work, and install substrates; install showers, countertops, floors, and steps; lay quarry tile; and install ceilings, mantels, hearths, swimming pools, domes, columns, and arches.

B. Typical duties:

(1) Laying, cutting, or setting tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds, or window stools used in connection with any tile work.

(2) Preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth, or fireplace of a mantel, or the mantel complete, together with the setting of all cement, brick work, or other materials required in connection with that work.

(3) Slabbing and fabricating tile mantels, counters, and tile panels of every description, and the erection and installation of same; building, shaping, forming, constructing, or repairing fireplace work, whether in connection with a mantel hearth facing or not, and setting and preparing material, such as cement, plaster, mortar, brickwork, iron work, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble, or stone, shall be conceded to be bricklayers', marble setters', or stonemasons' work, respectively.

(4) The term "tile" means burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1-1/4", also to mixtures in tile form of cement, plastics, and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish, or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

(5) All terra cotta called unit tile in sizes of 6" x 12" or less, regardless of method of installation, quarry tile 9" x 9" x 1-1/4" or less; split brick or quarry tile or similar materials where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer, machine-made terra cotta, and like materials in sizes 6" x 12" and less, regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this classification and when there is also some material in excess of the sizes provided for in this classification, the tile setter shall install all such materials.

(6) Measuring and cutting metal lath to size for walls and ceilings with tin snips. Tacking lath to wall and ceiling surfaces with staple gun or hammer for purposes of applying tile to the area.

(7) Spreading concrete on subfloors with trowel and leveling it with screed for purposes of applying tile to the area.

(8) Spreading mastic or other adhesive base on roof deck, using serrated spreader to form base for promenade tile.

(9) Cutting and shaping tile with tile cutters and biters.

(10) Positioning tile and tapping it with trowel handle to affix tile to plaster or adhesive base.

C. Typical tools used:

(1) Floats -- bull floats, grout floats, magnesium floats, and wood floats.

(2) Hammers -- claw hammers and rubber hammers.

(3) Levels -- builders' levels, laser levels, and water levels.

(4) Plaster or mortar mixers -- colloidal mixers, mixing drills, portable mixers, and vertical shaft mixers.

(5) Power grinders -- angle grinders, base grinders, mini grinders, and stone grinders.

(6) Power saws -- grout saws, power tile saws, power undercut saws, and wet saws.

(7) Scaffolding -- ladder jacks, mechanical scaffolds, rolling scaffolds, and stationary scaffolds.

- (8) Trowels -- buttering trowels, grouting trowels, notch trowels, and point trowels.

**Subp. 25. Code No. 725, Tile finishers.**

A. Nature of work: finisher work includes mixing grout, grouting, and surfacing all types of tile, cutting tile, and sealing surfaces. Tile finishers work primarily after the tile is set and adhered to the floor or wall by tile setters. Tile finisher work also includes mixing mortars, epoxy resins, and adhesives and cleaning, treating, and sealing surfaces.

B. Typical duties:

- (1) Mixing grout.
- (2) Grouting.
- (3) Surfacing all types of tile.
- (4) Cutting tile.
- (5) Sealing surfaces.
- (6) Mixing mortars, epoxy, and adhesives.
- (7) Cleaning, treating, and sealing surfaces.
- (8) Preparing floors.

C. Typical tools used:

- (1) Sponges.
- (2) Rubber floats.
- (3) Cleaning brushes.
- (4) Foam brushes.
- (5) Wheel barrow.
- (6) Tile cutter.
- (7) Cutting boards.
- (8) Tile saw.
- (9) Brooms.
- (10) Floor scrapers.
- (11) Margin trowels.

**Subp. 26. Code No. 726, Drywall taper.**

A. Nature of work: drywall tapers perform seal joints between plasterboard and other wallboards to prepare wall surface for painting or papering or any type of wall finishing system.

B. Typical duties:

(1) Handling all materials after the initial unloading at the job site, including the distribution to the points of application.

(2) Erecting, moving, and dismantling all scaffolding.

(3) All preparatory work of taping, sealing, finishing, and sanding joints between plasterboard or other wallboard.

(4) Spotting, caulking, pointing, and sealing cracks and holes in walls and ceilings.

(5) Applying protective coverings prior to the application of the finish materials.

(6) Spackling surfaces and applying texture finishes where adhesive materials are used.

(7) Installing metal moldings at corners instead of sealant and tape.

(8) Removing all drywall material scraps and all cleaning work, including scraping of floors.

C. Typical tools used:

(1) Hand sprayers -- (hand-operated) spray guns, hopper guns, patch guns, and texture sprayers.

(2) Ladders -- drywall stilts.

(3) Paint rollers -- corner rollers and texture rollers.

(4) Plaster or mortar mixers -- drywall mud mixers.

(5) Putty knives -- corner knives, joint knives, pivoting drywall knives, and wipedown knives.

(6) Saws -- drywall (saws).

(7) Trowels -- drywall trowels and radius trowels.

(8) Utility knives -- banjos, corner bead tools, corner tools, feather edge drywall derbies, joint tape dispensers, mesh tape, mud pans, hawks, drywall floor scrapers, and drills. Automatic taping tools to include automatic tapers, angle boxes, angle beads, angle head handles, and flat boxes. Flat box handles, extendable handles, nail spotters, loading pumps, goosenecks, and filler adapters.

(9) Sanders -- dustless drywall sanders, pole sanders, hand sanders, and dust barrier systems.

**Subp. 27. Code No. 727, Wiring system technician; technology circuits or systems technician.**

A. Nature of work: installing, inspecting, repairing, and servicing electronic and telecommunications systems.

B. Typical duties:

(1) Installing, repairing, and servicing radio, television, and recording systems and devices; systems for paging, intercommunication, public address, wired music, clocks, security and surveillance systems, and mobile radio systems; fire alarm and burglar alarm systems.

(2) Wiring low-voltage surface wiring and wiring in nonmetallic conduits and incidental shielded metallic conduit.

(3) Installing, repairing, and servicing, or a combination of these, the main distribution frame (MDF) where the permanent outside lines entering a building terminate and where the subscriber's line multiple cabling and trunk multiple cabling originate, usually located on the ground floor of a building.

(4) Installing, repairing, and servicing, or a combination of these, of the intermediate distribution frames (IDF), which provides flexibility in allocating the subscriber's number to the line unit or equipment in the office that is to be associated with the particular line. These frames are located on each floor of a building.

(5) Installing, repairing, and servicing, or a combination of these, of the subpanels (blocks). The subpanels are connecting devices where large feed cables terminate at the distribution frames.

(6) Installing or repairing common equipment or key service unit, or a combination of these. This equipment consists of a backboard assembly and an equipment mounting frame, which are utilized for connecting external telephones.

(7) Installing, repairing, and servicing, or a combination of these, the instruments, terminals, and sets. This equipment is at either end of a circuit, or at a subscriber's or user's terminal.

(8) Installing, repairing, servicing, or a combination of these, the ancillary or add-on equipment such as bells, buzzers, speaker phones, headsets, automatic dialers, and recorders.

(9) Installing, repairing, and servicing telephone cable. Telephone cable includes: network channel service cable, riser cables between floors of a building, distribution cables installed on each floor of a building in the floor or the ceiling, and outside wires between the telephone and the connection to the distribution cable.

C. Typical tools used: copper tester, fiber testers, level, pliers, wire cutters, measuring tape, wrench, wire stripper, needle nose pliers, power hand drill, soldering iron, and electric screw gun.

**Subp. 28. Code No. 728, Wiring system installer; technology circuits or systems installer.**

A. Nature of work: installing communications or low-voltage wiring systems, not including head end that is covered by the wiring systems technician.

B. Typical duties:

- (1) Pulling wire and splicing wire connecting to "dead end."
- (2) Installing peripheral devices.
- (3) Pulling, splicing, and terminating cable connecting to the dead end.

C. Typical tools used: level, pliers, wire cutters, measuring tape, wrench, wire stripper, needle nose pliers, power hand drill, soldering iron, and electric screw gun

**Subp. 29. Code No. 729, Asbestos abatement or environmental remediation worker.**

A. Nature of work: removing asbestos from ceilings, walls, beams, boilers, mechanical equipment, and other structures following EPA and OSHA handling and removal requirements. Performing lead abatement and mold removal.

B. Typical duties:

- (1) Erecting scaffolding related to abatement and remediation and seals off work area using plastic sheeting and duct tape.
- (2) Positioning mobile decontamination unit or portable showers at entrance of work area.
- (3) Building connecting walkway between mobile unit or portable showers and work area using hand tools, lumber, nails, plastic sheeting, and duct tape.
- (4) Positioning portable air evacuation and filtration system inside work area.
- (5) Spraying chemical solution over asbestos-covered surfaces using tank with attached hose and nozzle to saturate asbestos.
- (6) Cutting and scraping asbestos from surfaces using knife and scraper.
- (7) Shoveling asbestos into plastic disposal bags and seals bags using duct tape.
- (8) Cleaning work area of loose asbestos using vacuum, broom, and dustpan.
- (9) Placing asbestos in disposal bags and seals bags using duct tape.
- (10) Dismantling scaffolding and temporary walkway using hand tools and places plastic sheeting and disposal bags into transport bags.
- (11) Sealing bags using duct tape and loads bags into truck for disposal.
- (12) Disinfecting structures or surfaces exposed to mold.

(13) Performing air sampling.

(14) Removing lead from surfaces by the use of sandblasting, water blasting, or other equipment.

C. Typical tools used: personal protective suits that completely isolate workers from the hazardous material. Most workers are also required to wear respirators while working, to protect them from airborne particles or noxious gases. The respirators range from simple versions that cover only the mouth and nose to self-contained suits with their own air supply. A variety of hand and power tools, brooms, ladders, cutting torches, vacuums and scrapers, putty knife, sandblasters, and high-pressure water sprayers.

**Subp. 30. Code No. 730, Sign erector.**

A. Nature of work: sign makers and sign installers fabricate, install, repair, alter, maintain, and dismantle commercial signs, fluorescent signs, neon signs, billboards, bulletins, poster panel signs, post and panel signs, and vinyl letter signs.

B. Typical duties:

(1) Installing and servicing signs, designing, lettering, and pictorial work of any kind, including vinyl signs and vinyl substrates, and the preparing or the finishing of same, be it by hand brush, roller, spray, mechanical, or computer-aided, and by any other method or process pertaining to same electric, neon, and luminous tube signs.

(2) Manufacturing luminous tubes, which includes the coating and processing of tubes and the bending, repairing, and pumping for all tubes (on the project work site).

(3) Assembling, installing, altering, repairing, and dismantling signs, displays, electric and neon sign displays, fluorescent lighting fixtures, fluorescent lighting signs, neon signs, and neon letters.

(4) Wiring, assembling, servicing, and electrical maintenance of such signs and displays.

(5) Installing and servicing painted, computer-generated, and photographed signs.

(6) Preparing sign surfaces, patterns, and layouts.

(7) Applying vinyl lettering, decals, and cutout letters.

(8) Preparing and pouncing patterns and tracing all patterns.

(9) Designing and cutting out letters made of wood or like materials, such as plastic, Masonite, wallboard, cardboard, sheet metal, aluminum, and vinyl.

(10) Priming, finishing, and gilding letters.

(11) All pictorial work on signs and screen process work in its entirety, including photography and operation of projector.



(12) Repainting signs, including painting of capping on billboards, bulletins and poster panels, and banners by spraying and use of rollers.

(13) Computer-generated layout and application of vinyl letters printed on surfaces.

C. Typical tools used: hand tools and power tools, post-hole digger, shovel, operate air hammer, operate banding machine, utility knife, sandblaster, stencil knife, paint brushes, computer, and ink jet printer.

**Statutory Authority:** *MS s 175.171; 177.28*

**History:** *35 SR 1711; 40 SR 71*

**Published Electronically:** *April 1, 2016*

#### **5200.1105 RENTAL RATES FOR TRUCKS ON PUBLIC WORKS HIGHWAY PROJECTS.**

Drivers who own and operate trucks on contract work shall be compensated for their equipment according to the following formula: Truck Rental Rates Equals Labor Cost Plus Operating Cost.

Labor cost shall be the appropriate rate determined to be prevailing by the Department of Labor and Industry using existing survey methods under parts 5200.1000 to 5200.1120 and certified under part 5200.1100, subpart 4, truck drivers.

Operating cost shall be determined by averaging the itemized costs of operating a vehicle as submitted by at least five trucking firms of various size and five independent truck owner operators, all selected by the commissioner as representative of the industry.

The following items shall be considered as operating costs of a vehicle: the average cost of the vehicle depreciated over seven years, insurance, fuel, oil, tires, taxes, licenses, maintenance, repair, and any administrative expense associated with the vehicle's operation including truck brokers' fees. The truck broker fee is a portion of the minimum truck rental rate and shall be determined by annual survey.

Within 30 days of determination of rates, an informal conference will be held by the commissioner or the commissioner's representative, for the purpose of further input prior to certification. Interested parties shall be given at least ten days' prior notice of the conference date, time, and location, through publication in the State Register.

At the conference, the department shall produce and review the data, summary sheets, and other documents upon which its determination was based.

Notice of the certification and its effective date shall be published in the State Register in accordance with part 5200.1080.

**Statutory Authority:** *MS s 175.171; 177.41 to 177.44*

**History:** *13 SR 660; 25 SR 1942*

**Published Electronically:** *June 11, 2008*

**5200.1106 COVERAGE OF PREVAILING WAGE LAW UNDER MINNESOTA STATUTES, SECTIONS 177.41 TO 177.44.**

Subpart 1. **In general.** For purposes of parts 5200.1105 and 5200.1106 and Minnesota Statutes, sections 177.41 to 177.44, the prevailing wage rate which, for the purpose of all public works highway projects funded in whole or in part by state funds only, includes truck rental rates, must be paid for work under the contract.

Subp. 2. **Work under the contract.**

A. Except as provided in subpart 4, work under the contract means all construction activities associated with the public works project, including any required hauling activities on the site of or to or from a public works project and work conducted pursuant to a contract as defined by item B, regardless of whether the construction activity or work is performed by the prime contractor, subcontractor, trucking broker, trucking firms, independent contractor, or employee or agent of any of the foregoing entities, and regardless of which entity or person hires or contracts with another. The term "work under a contract" has the same meaning.

B. "Contract" means the written instrument containing the consideration and the terms of agreement between the prime contractor and the contracting agency for the construction of all or a part of:

- (1) a highway pursuant to Minnesota Statutes, sections 161.32 and 177.44;
- (2) a public works project pursuant to Minnesota Statutes, section 177.43 and chapter 16B; or
- (3) any public building or public works financed in whole or in part with state funds pursuant to Minnesota Statutes, sections 177.41 to 177.44.

Contract includes project proposals, plans, and specifications, and all requirements for labor, equipment, and materials found in such proposals, plans, and specifications.

C. "Prime contractor" means an individual or business entity that enters into a contract as defined in item B with the contracting agency.

D. "Contractor" means an individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a contract as defined by item B, or by subcontract with the prime contractor, or by a further subcontract with any other person or business entity performing work under the contract.

Subp. 3. **Work considered to be under a contract.** Without limiting the application of parts 5200.1105 and 5200.1106 to other situations, the following are considered to be work under the contract.

A. Work performed by employees of a contractor or subcontractor that operates an asphalt or concrete plant, that was moved into a gravel pit, borrow pit, or other location not on the project, primarily to serve public works projects is considered work under the contract including the

contractor's employees loading the equipment hoppers with materials obtained from the pit regardless of whether the pit meets the definition of commercial establishment.

B. The following hauling activities are included in hours worked and considered work under the contract for purposes of payment of prevailing wages and payment of the truck rental rate:

(1) the hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the trucks leave the work site at some point;

(2) the delivery of materials from any facility that does not meet the requirements of a commercial establishment to the project and the return haul to the starting location either empty or loaded;

(3) the delivery of materials from another construction project site to the public works project and the return haul empty or loaded is considered work under the contract. Construction projects are not considered a commercial establishment;

(4) the hauling required to remove any materials from the public works project to a location off the project site and the return haul if empty or if loaded from other than a commercial establishment;

(5) the delivery of materials or products by trucks hired by a contractor, subcontractor, or agent thereof, from a commercial establishment; and

(6) delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.

Subp. 4. **Work not considered to be under a contract.** Without limiting the application of parts 5200.1105 and 5200.1106 to other situations, the following work is not considered to be work under a contract:

A. the processing or manufacturing of materials or products by or for a commercial establishment;

B. the work performed by employees of the owner or lessee of a gravel pit or borrow pit that is a commercial establishment and that performs work in conjunction with a public works project by adding value to the sand, gravel, or rock contained in or delivered to the pit through the use of screening, washing, or crushing machines. This applies even if the machines are portable. This does not include the employees described in subpart 3, item A;

C. the delivery of processed or manufactured goods to a public works project by the employees of a commercial establishment including truck owner-operators hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place; or

D. multiple site hauling operations include secondary hauling activities in addition to the hauling of materials on and off the public works project in order to complete the truck's round trip haul. The hauling of materials or products between these secondary off-site facilities as part of a multiple site hauling operation is not considered work under the contract as long as the time spent hauling between the secondary sites is properly documented in the trucking records and the time spent hauling on and off the project is properly compensated as required in subpart 3.

Subp. 5. **Commercial establishment, exceptions, definitions.** For purposes of parts 5200.1105 and 5200.1106 and Minnesota Statutes, sections 177.41 to 177.44, the following terms have the meanings listed.

A. "Laborer or mechanic" means a worker in a construction industry labor class identified in or pursuant to part 5200.1100.

B. "Mineral aggregate" is sand, gravel, or crushed stone or rock, or earthen material suitable for roadway development, or mixtures of these naturally occurring substances with recycled materials, suitable for the base or shoulder of a highway or heavy project used to compose the shoulder, or support bituminous or concrete pavement, or used as a final gravel road surface. Mineral aggregate specifically does not include screenings, slag, riprap, recycled concrete and bituminous materials, ready-mix concrete, bituminous concrete, asphalt, mastic, mortar, plaster, macadam, and other similar processed or manufactured materials or products. Additionally, mineral aggregate does not include materials such as clay, topsoil, fill, dirt, silt, boulders, wall stone, loam, gumbo, loess, peat, muck, hardpan, or other similar soils or mixed earth.

C. "Incorporated into the work under the contract by depositing the material substantially in place" means the mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited. As used in this part, "depositing substantially in place" has the same meaning.

D. To be a "fixed place of business," a commercial establishment must serve the government project from a location from which it served the public prior to and at the time of advertisement of the public works contract and that has sufficient utilities and equipment to serve the public upon demand.

E. "Regularly supply" includes supply by a commercial establishment that is closed on a seasonal basis.

F. The determination of whether a facility is a "commercial establishment" is made on a location-by-location basis and on a product-by-product basis, not on a businesswide basis. For purposes of parts 5200.1000 to 5200.1120 and Minnesota Statutes, sections 177.41 to 177.44, production of mineral aggregate is considered production of one product. Construction projects are not considered commercial establishments. A "commercial establishment" is a business entity that has not set up at the location from which deliveries are made primarily to serve public works projects and, prior to and at the time of advertisement of the public works contract, it:

- (1) owned or leased the land on which it operates;

(2) possessed business records indicating that sales from the location from which deliveries are made are for other than the contracting agency's public works contracts;

(3) advertised the availability of material for sale to the general public from the location and had facilities available for effecting sales at the location; and

(4) has acquired all necessary permits to operate from the location, and met all legal obligations of state and local regulations to excavate soils, sand, gravel, or rock for the purpose of receiving something of value for the product.

**Subp. 6. Prohibited payment practices.** The contractor, subcontractor, trucking broker, or other person making payment to an employee laborer, mechanic, worker, or truck owner-operator may not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.

**Subp. 7. Trucking definitions.** The following terms have the meanings given them for the purpose of parts 5200.1105 and 5200.1106 and Minnesota Statutes, sections 177.41 to 177.44.

A. "Independent truck owner-operator" is an individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project. In addition, an owner and operator of a vehicle that is licensed and registered as a truck, tractor, or truck-tractor by a governmental motor vehicle regulatory agency is an independent contractor, not an employee, only if each of the following factors are significantly present:

(1) the individual, partnership, or corporation owns the equipment or holds it under a lease arrangement;

(2) the individual, partnership, or corporation is responsible for the maintenance of the equipment;

(3) the individual, partnership, or corporation bears the principal burden of the operating costs, including fuel, repairs, supplies, vehicle insurance, and personal expenses while on the road, but not including brokerage fees;

(4) the owner drives the equipment;

(5) the owner determines the details and means of performing the services in conformance with regulatory requirements, operating procedures, and specifications of the entity with which the individual or corporation contracts; and

(6) the individual or corporation enters into a legally binding agreement that specifies the relationship to be that of an independent contractor and not that of an employee.

B. "Trucking firm" is any legal business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects.

C. "Trucking broker" is an individual or business entity, the activities of which include, but are not limited to:

- (1) contracting to provide trucking services in the construction industry to users of such services;
- (2) contracting to obtain such services from providers of trucking services;
- (3) dispatching the providers of the services to do work as required by the users of the services;
- (4) receiving payment from the users in consideration of the trucking services provided; and
- (5) making payment to the providers for the services.

D. "Own" and "operate" have the following meanings and apply to independent truck owner-operators and trucking firms. The notation "truck owner-operator" for the purposes of this part will apply to both the independent owner-operator and trucking firms unless otherwise defined:

(1) "Own" means to have a legal and rightful title to the vehicle or to have an approved lease on the vehicle.

(2) "Operate" means the owner either physically drives the vehicle or hires another to physically drive the vehicle but maintains the right to direct the day-to-day operations of the vehicle.

**Subp. 8. Trucking provisions.**

A. Independent truck owner-operators or the owner-driver of a trucking firm are not required to be paid the truck rental rate for:

(1) time spent repairing or maintaining, or waiting to repair or maintain, the truck owner-operator's equipment, except that repair, maintenance, or time spent waiting to load or unload which is attributable to the fault of the broker, contractor, agent thereof, or an employee of such entities, must be included in the hours worked and paid the hourly truck rental rate; and

(2) time spent correcting work that was not performed according to the prime contract that can be directly attributed to the negligence of the truck owner-operator.

B. Employees of a trucking firm must always receive the appropriate prevailing wage rate for any work performed under the contract.

C. The owner of a trucking firm may either drive the vehicles or hire employees to drive the vehicles. If the owner drives the vehicle, then the truck hire is subject to the truck rental rates. If the owner hires an employee to drive the vehicle, the truck hire is subject to the truck rental rates and the employee driver is subject to the appropriate prevailing wage rate. These provisions apply regardless of who owns any trailer being pulled by the truck.

**Subp. 9. Required records.**

A. Upon agreement of a contractor or trucking broker with an independent truck owner-operator to perform work under the contract, the contractor or broker must keep the following records for a period of at least six years following the payment for services:

- (1) name, address, and social security number of the truck owner-operator;
- (2) name, address, and phone number of the truck owner-operator's business and federal tax identification number;
- (3) time period covered by the agreement between the truck owner-operator and the broker or contractor;
- (4) date and amount of each payment to the truck owner-operator, and for each payment:
  - (a) number of hours the truck owner-operator performed work under the contract, not including hours excluded under subpart 7;
  - (b) type of trucking equipment used for each job by the truck owner-operator and if leased, the name and address of the individual or business entity which owns the equipment;
  - (c) type of services performed;
  - (d) hourly truck rental rate used to calculate the minimum payment due; and
  - (e) an itemization of any deductions from the gross amount payable to the truck owner-operator;
- (5) a copy of the owner's certificate of insurance; and
- (6) a copy of the vehicle/truck registration.

The contractor or broker must also keep the same records for owner-drivers of trucking firms working on the public works project unless the owner-drivers' information is submitted along with the employee information to a contracting agency as listed under subpart 10.

B. Records required to be kept by item A and other similar records necessary to determine compliance with Minnesota Statutes, sections 177.41 to 177.44, as determined by the commissioner of the department of transportation or the department of labor and industry, must be provided upon request accompanied by a certification form approved by the requesting department.

Subp. 10. **Required employee records.** Records pertaining to the proper payment of employees including, but not limited to, fringe benefit documentation, time cards, payroll ledgers, check registers, and canceled checks will be made available on request from the department for further review to determine if the employee was paid according to this part and Minnesota Statutes, sections 177.41 to 177.44. If the commissioner of the department of transportation or the department of labor and industry requests any or all of the following information, the contractor, subcontractor, or trucking firm shall submit the following information to the department together with any certification forms approved by the requesting department:

- A. name, address, and social security number of the employee;
- B. the classification of work performed defined by part 5200.1100, master job classification;
- C. the hours worked per day and per week;

- D. legal deductions made from the employee's check;
- E. contract information regarding the public works projects worked on by the employee;
- F. hourly rate of pay, including any fringe benefit information deemed necessary to determine if the proper prevailing wage rate was paid;
- G. project gross amount earned;
- H. weekly gross and net amount of payroll check; or
- I. in the case of the owner-driver, information described in items A to E shall be submitted along with the hourly truck rental rate paid to the owner-driver.

Subp. 11. **Effective date.** Parts 5200.1105 and 5200.1106 are effective June 25, 2001. Part 5200.1106 is effective for all projects as described in part 5200.1106, subpart 2, item B, that are advertised for bid on and after June 25, 2001. The new truck rental rates to be issued under part 5200.1105 are effective for all projects as described in part 5200.1106, subpart 2, item B, that are advertised on and after the publication in the State Register of the notice of certification of the truck rental rates.

**Statutory Authority:** *MS s 175.171; 177.41 to 177.44*

**History:** *25 SR 1942*

**Published Electronically:** *June 11, 2008*

#### **5200.1110 POSTING OF WAGE RATES.**

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. (Minnesota Statutes 1974, sections 177.43, subdivision 4 and 177.44, subdivision 5.) The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefit required to be paid.

**Statutory Authority:** *MS s 175.171*

**Published Electronically:** *June 11, 2008*

#### **5200.1120 EFFECTIVE DATE OF WAGE RATE DETERMINATIONS.**

Wage rate determinations previously certified by the department shall, subject to the review procedures contained in part 5200.1090, remain in effect until such time that new wage rates are determined in accordance with the provisions of parts 5200.1000 to 5200.1120 as amended.

**Statutory Authority:** *MS s 175.171*

**Published Electronically:** *June 11, 2008*



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



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

**Construction Type: Commercial**

**County Number: 27**

County Name: HENNEPIN

Effective: 2024-12-23 Revised: 2025-03-24

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

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

Violations should be reported to:

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

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

**County: HENNEPIN (27)**

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)	2024-12-23	43.39	24.74	68.13
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-12-23	43.39	24.74	68.13
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-12-23	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104	FLAG PERSON	2024-12-23	43.39	24.74	68.13
105*	WATCH PERSON	2024-12-23	39.76	24.39	64.15
106*	BLASTER	2024-12-23	35.11	19.64	54.75

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
107	PIPELAYER (WATER, SEWER AND GAS)	2024-12-23	45.13	24.74	69.87
		2025-05-01	47.50	26.12	73.62
108	TUNNEL MINER	2024-12-23	38.50	22.39	60.89
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-12-23	43.13	24.74	67.87
		2025-05-01	45.50	26.12	71.62
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.	2024-12-23	43.39	24.74	68.13
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-12-23	43.39	24.74	68.13
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201*	ARTICULATED HAULER	2024-12-23	46.99	25.20	72.19
202*	BOOM TRUCK	2024-12-23	46.51	26.90	73.41
		2025-05-05	46.51	29.40	75.91
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	2024-12-23	30.04	21.53	51.57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-01	31.66	22.78	54.44
204*	OFF-ROAD TRUCK	2024-12-23	41.73	22.85	64.58
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-12-23	37.05	19.39	56.44
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>					
<b>GROUP 2</b>		2024-12-23	45.61	26.90	72.51
		2025-05-05	47.24	29.40	76.64
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>		2024-12-23	45.01	26.90	71.91
		2025-05-05	46.61	29.40	76.01
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>		2024-12-23	44.67	26.90	71.57
		2025-05-05	46.25	29.40	75.65
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
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				
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				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
345	GPS REMOTE OPERATING OF EQUIPMENT			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
<b>GROUP 5 *</b>	2024-12-23	41.36	26.90	68.26
	2025-05-05	42.77	29.40	72.17
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)			
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER			
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER			
384	STUMP CHIPPER AND TREE CHIPPER			
385	TREE FARMER (MACHINE)			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>GROUP 6</b>		2024-12-23	40.02	26.40	66.42
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389	DREDGE DECK HAND				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
<b>COMMERCIAL POWER EQUIPMENT OPERATOR</b>					
<b>GROUP 1</b>		2024-12-23	51.03	26.90	77.93
		2025-05-05	51.03	29.40	80.43
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 2</b>		2024-12-23	50.64	26.90	77.54
		2025-05-05	50.64	29.40	80.04
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 3</b>		2024-12-23	49.05	26.90	75.95
		2025-05-05	49.05	29.40	78.45
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE UP TO 200 FEET				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 4</b>		2024-12-23	48.68	26.90	75.58

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-05	48.68	29.40	78.08
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 5</b>		2024-12-23	46.51	26.90	73.41
		2025-05-05	46.51	29.40	75.91
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 6</b>		2024-12-23	44.82	26.90	71.72
		2025-05-05	44.82	29.40	74.22
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
<b>GROUP 7</b>		2024-12-23	43.55	26.90	70.45
		2025-05-05	43.55	29.40	72.95
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)			
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)			
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 8	2024-12-23	41.28	26.90	68.18
	2025-05-05	41.28	29.40	70.68
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)			
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)			
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)			
TRUCK DRIVERS				
GROUP 1 *	2024-12-23	32.85	9.02	41.87
601	MECHANIC . WELDER			
602	TRACTOR TRAILER DRIVER			
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)			
GROUP 2	2024-12-23	38.39	23.70	62.09
	604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK		
GROUP 3 *	2024-12-23	22.50	6.50	29.00
605	BITUMINOUS DISTRIBUTOR DRIVER			
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)			
607	THREE AXLE UNITS			
GROUP 4 *	2024-12-23	25.50	9.42	34.92
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)			
609	DUMP PERSON			
610	GREASER			
611	PILOT CAR DRIVER			
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS			
613	TWO AXLE UNIT			
614	SLURRY OPERATOR			
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)			
616	TRACTOR OPERATOR, UNDER 50 H.P.			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2024-12-23	53.19	31.95	85.14
		2025-06-09	57.24	31.95	89.19
702*	BOILERMAKERS	2024-12-23	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	2024-12-23	48.23	26.53	74.76
704	CARPENTERS	2024-12-23	45.54	29.34	74.88
		2025-01-01	45.54	29.34	74.88
705	CARPET LAYERS (LINOLEUM)	2024-12-23	45.25	26.98	72.23
		2025-01-01	45.25	26.98	72.23
706	CEMENT MASONS	2024-12-23	48.21	24.97	73.18
707	ELECTRICIANS	2024-12-23	56.00	34.39	90.39
		2025-05-01	60.40	34.39	94.79
708*	ELEVATOR CONSTRUCTORS	2024-12-23	59.95	44.53	104.48
		2025-01-01	62.52	45.36	107.88
709	GLAZIERS	2024-12-23	48.98	26.75	75.73
710	LATHERS	2024-12-23	47.00	26.85	73.85
		2025-01-01	47.00	26.85	73.85
712	IRONWORKERS	2024-12-23	44.85	35.72	80.57
714	MILLWRIGHT	2024-12-23	41.66	35.40	77.06
		2025-01-01	41.66	35.40	77.06
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-12-23	44.00	27.69	71.69
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR	2024-12-23	45.71	29.73	75.44



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	EXTRACTOR FOR PILING AND SHEETING OPERATIONS)				
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-12-23	53.48	36.96	90.44
718	PLASTERERS	2024-12-23	47.93	25.34	73.27
719	PLUMBERS	2024-12-23	56.73	31.52	88.25
		2025-05-01	61.28	31.52	92.80
720	ROOFER	2024-12-23	45.70	24.84	70.54
721	SHEET METAL WORKERS	2024-12-23	53.71	34.57	88.28
		2025-05-01	57.96	34.57	92.53
722	SPRINKLER FITTERS	2024-12-23	55.31	34.95	90.26
		2025-06-01	59.81	34.85	94.66
723	TERRAZZO WORKERS	2024-12-23	46.27	26.64	72.91
724	TILE SETTERS	2024-12-23	42.76	30.32	73.08
725	TILE FINISHERS	2024-12-23	35.15	24.36	59.51
726	DRYWALL TAPER	2024-12-23	41.72	29.72	71.44
727	WIRING SYSTEM TECHNICIAN	2024-12-23	47.73	22.24	69.97
		2025-07-01	51.07	23.52	74.59
728	WIRING SYSTEMS INSTALLER	2024-12-23	33.44	17.82	51.26
		2025-07-01	35.78	18.73	54.51
729	ASBESTOS ABATEMENT WORKER	2024-12-23	39.86	24.61	64.47
		2025-01-01	41.23	25.49	66.72
		2025-05-01	41.23	25.99	67.22
730	SIGN ERECTOR	2024-12-23	34.69	19.88	54.57
		2025-06-01	37.19	19.88	57.07

## **177.41 STATE PROJECTS AND STATE HIGHWAY CONSTRUCTION; PUBLIC POLICY.**

---

It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available and that persons working on public works be compensated according to the real value of the services they perform. It is therefore the policy of this state that wages of laborers, workers, and 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.

### **History:**

1973 c 724 s 1; 1975 c 191 s 1; 1984 c 628 art 4 s 1

## **177.42 DEFINITIONS.**

---

### **Subdivision 1.Scope.**

As used in sections [177.41](#) to [177.44](#) the terms defined in this section have the meanings given them except where the context indicates otherwise.

### **Subd. 2.Project.**

"Project" means erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by state funds.

### **Subd. 3.Area.**

"Area" means the county or other locality from which labor for any project is normally secured.

### **Subd. 4.Prevaling hours of labor.**

"Prevailing hours of labor" means the hours of labor per day and per week worked within the area by a larger number of workers of the same class than are employed within the area for any other number of hours per day and per week. The prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week.

### **Subd. 5.Hourly basic rate.**

"Hourly basic rate" means the hourly wage paid to any employee.

### **Subd. 6.Prevaling wage rate.**

"Prevailing wage rate" means the hourly basic rate of pay plus the contribution paid to or for the largest number of workers engaged in the same class of labor within the area for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of:

(1) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(2) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

"Prevailing wage rate" includes, for the purposes of section [177.44](#), rental rates for truck hire paid to those who own and operate the truck.

The prevailing wage rate may not be less than a reasonable and living wage.

**Subd. 7.Employer.**

"Employer" means an individual, partnership, association, corporation, business trust, or other business entity that hires a laborer, worker, or mechanic.

**History:**

[1973 c 724 s 2](#); [1975 c 191 s 2](#); [1984 c 628 art 4 s 1](#); [2009 c 78 art 5 s 6,7](#)

---

**177.43 CONTRACTS FOR STATE PROJECTS; PENALTY.**

**Subdivision 1.Hours of labor.**

Any contract which provides for a project must state that:

(1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and

(2) a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

**Subd. 2.Exceptions.**

This section does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

**Subd. 3.Contract requirements.**

The contract must specifically state the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay. The contracting authority shall incorporate into its proposals and all contracts the applicable wage determinations for the contract along with contract language provided by the commissioner of labor and industry to notify the contractor and all subcontractors of the applicability of sections [177.41](#) to [177.44](#). Failure to incorporate the determination or provided contract language into the contracts shall make the contracting authority liable for making whole the contractor or subcontractor for

any increases in the wages paid, including employment taxes and reasonable administrative costs based on the appropriate prevailing wage due to the laborers or mechanics working on the project. The contract must also provide that the contracting agency shall demand, and the contractor and subcontractor shall furnish to the contracting agency, copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all the data required by section [177.30](#). The contracting authority may examine all records relating to wages paid laborers or mechanics on work to which sections [177.41](#) to [177.44](#) apply.

**Subd. 4.Determination by commissioner; posting; petition for reconsideration.**

The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. The commissioner of labor and industry shall investigate as necessary to ascertain the information. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project. A person aggrieved by a final determination of the commissioner may petition the commissioner for reconsideration of findings. A person aggrieved by a decision of the commissioner after reconsideration may, within 20 days after the decision, petition the commissioner for a public hearing in the manner of a contested case under sections [14.57](#) to [14.61](#).

**Subd. 5.Penalty.**

It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

**Subd. 6.Examination of records; investigation by the department.**

The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections [177.41](#) to [177.44](#) apply. The department shall employ at least three investigators to perform on-site project reviews, receive and investigate complaints of violations of this section, and conduct training and outreach to contractors and contracting authorities for public works projects financed in whole or in part with state funds.

**Subd. 6a.Prevaling wage violations.**

Upon issuing a compliance order to an employer pursuant to section [177.27](#), [subdivision 4](#), for violation of sections [177.41](#) to [177.44](#), the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting

authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections [177.41](#) to [177.44](#) which the commissioner reasonably determines is likely to result in the finding of a violation of sections [177.41](#) to [177.44](#) and the issuance of a compliance order pursuant to section [177.27, subdivision 4](#), the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

**Subd. 7. Applicability.**

This section does not apply to a contract, or work under a contract, under which:

(1) the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it, or

(2) 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.

**History:**

[1973 c 724 s 3](#); [1975 c 191 s 3,4](#); [1976 c 331 s 37](#); [1982 c 424 s 130](#); [1984 c 628 art 3 s 11](#); [art 4 s 1](#); [2007 c 135 art 3 s 11-14](#); [2009 c 78 art 5 s 8](#)

---

**177.435 FACILITY CONSTRUCTION; PREVAILING WAGE.**

Construction of value-added agricultural product processing facility financed in whole or in part with a loan or grant provided under section [41A.035](#), [41B.044](#), or [41B.046](#) is a "project" as that term is defined in section [177.42, subdivision 2](#). Contracts for the construction or expansion of a value-added agricultural product processing facility that is a project under this section must comply with section [177.43](#) if the loan or grant agreement was entered into on or after December 31, 1995.

**History:**

[1995 c 220 s 113](#)

---

**177.44 HIGHWAY CONTRACTS; HOURS OF LABOR; WAGE RATES; PENALTY.**

**Subdivision 1. Hours, wages permitted.**

A laborer or mechanic employed by a contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under a contract based on bids as provided in Minnesota Statutes 1971, section [161.32](#), to which the state is a party, for the construction or maintenance of a highway, may not be permitted or required to work longer than the prevailing hours of labor unless the laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay of the laborer or mechanic. The laborer or mechanic must be paid at least the prevailing wage rate in the same or most similar trade or occupation in the area.

**Subd. 2. Applicability.**

This section does not apply to wage rates and hours of employment of laborers or mechanics engaged in the processing or manufacture of materials or products, or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply the processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

**Subd. 3. Investigations by Department of Labor and Industry.**

The Department of Labor and Industry shall conduct investigations and hold public hearings necessary to define classes of laborers and mechanics and to determine the hours of labor and wage rates prevailing in all areas of the state for all classes of labor and mechanics commonly employed in highway construction work, so as to determine prevailing hours of labor, prevailing wage rates, and hourly basic rates of pay.

The department shall determine the nature of the equipment furnished by truck drivers who own and operate trucks on contract work to determine minimum rates for the equipment, and shall establish by rule minimum rates to be computed into the prevailing wage rate.

**Subd. 4. Certification of hours and rate.**

The commissioner of labor and industry shall at least once a year certify the prevailing hours of labor, the prevailing wage rate, and the hourly basic rate of pay for all classes of laborers and mechanics referred to in subdivision 3 in each area. The certification must also include future hours and rates when they can be determined for classes of laborers and mechanics in an area. The certification must specifically state the effective dates of future hours and rates when they are certified. If a construction project extends into more than one area there shall be only one standard of hours of labor and wage rates for the entire project. A person aggrieved by a final determination of the commissioner may petition the commissioner for reconsideration of findings. A person aggrieved by a decision of the commissioner after reconsideration may within 20 days after the decision petition the commissioner for a public hearing as in a contested case under sections [14.57](#) to [14.61](#). If the commissioner finds that a change in the certified prevailing hours of labor, prevailing wage rate, and the hourly basic rate of pay for a class of laborers or mechanics in any area is required, the commissioner may at any time certify that change.

**Subd. 5. Hours and rates to be posted.**

The prevailing hours of labor, the prevailing wage rates, the hourly basic rates of pay, and classifications for all labor as certified by the commissioner must be specifically stated in the proposals and contracts for each highway construction contract to which the state is a party. These hours, rates, and classifications, together with the provisions of subdivision 6, must be kept posted on the project by the employer in at least one conspicuous place for the information of employees working on the project.

**Subd. 6. Penalties.**

A contractor, subcontractor, or agent who violates this section is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.

Whoever induces a job applicant or employee on any project subject to this section to give up or forgo any part of the wages to which entitled under the contract governing the project by threat not to employ, by threat of dismissal from employment, or by any other means may be fined not exceeding \$1,000 or imprisoned not more than one year or both.

Any employee under this section who knowingly permits the contractor or subcontractor to pay less than the prevailing wage rate set forth in the contract, or who gives up any part of the compensation to which entitled under the contract, may be fined not exceeding \$40 or imprisoned not more than 30 days or both. Each day any violation of this paragraph continues is a separate offense.

**Subd. 7. Department of Transportation to enforce.**

The Department of Transportation shall require adherence to this section. The commissioner of transportation may demand and every contractor and subcontractor shall furnish copies of payrolls. The commissioner of transportation may examine all records relating to hours of work and the wages paid laborers and mechanics on work to which this section applies. Upon request of the Department of Transportation or upon complaint of alleged violation, the county attorney of the county in which the work is located shall investigate and prosecute violations in a court of competent jurisdiction.

**History:**

1973 c 724 s 4; 1975 c 191 s 5,6; 1976 c 166 s 7; 1976 c 331 s 38; 1982 c 424 s 130; 1984 c 628 art 4 s 1; 1986 c 444

## Policy 4025: Drug Free Workplace

### **1. PURPOSE**

The purpose of this policy is to establish the commitment of the Minneapolis Public Schools to providing work environments for employees that are alcohol and drug free. The Board of Directors recognizes that a work environment that is free of alcohol or illegal drug use will not only be safer, healthier and more productive, but will support the academic achievement and emotional well-being of our students. Therefore, this policy also provides the authority for district to require employees to submit to alcohol or drug testing in accordance with law.

### **2. GENERAL STATEMENT OF POLICY**

1. The Minneapolis Public Schools Board of Education is committed to alcohol free and drug free workplaces. The Board has established this policy to address alcohol use and abuse and illegal drug use in our workplaces.
2. The District will act to enforce this policy and to discipline or take appropriate action against any employee, contractor, volunteer or other personnel of the District or member of the public who violates this policy.

### **3. PROHIBITED ACTIONS**

1. The unlawful manufacture, distribution, dispensation, possession or use of alcohol or a controlled substance, or prescription medication is strictly prohibited anywhere on the District's premises, including any vehicles owned or operated by the District, by any person, unless the possession or use of the controlled substance or prescribed medication is according to a prescription from the person's licensed health care provider.
2. Distribution, dispensation or non-medical use of over the counter medications or preparations is strictly prohibited anywhere on the District's premises by any person. Non-student possession or use of over-the-counter medications and preparations is permitted for the owner of the material so long as the use is in conformance with the manufacturer's printed instructions.
3. Employees, contractors, volunteers or other district personnel shall not report for duty or assignment under the influence of alcohol or drugs, except those drugs prescribed for them by their licensed health care provider.
4. Use of drugs and alcohol is also prohibited during the scheduled school or work day, including any unpaid non-duty time that occurs within the school or work day, such as lunch or other meal times or other breaks, whether or not the employee is on or of district property.
5. Persons operating vehicles owned or leased by the district or other machinery owned or leased by the district shall not possess, use, or be under the influence of alcohol or any drug not specifically prescribed for them. Use of drugs, including over the counter medications, prescription medications and controlled substances which carry a warning against operating heavy machinery shall prohibit the operation of any district owned or leased machinery by the user regardless of the user's ability to exercise other aspects of their assigned duties.
6. Possession on District premises, including vehicles owned or operated by or for the District, of paraphernalia associated with controlled substances is prohibited unless the possession is due to a prescription from the person's licensed health care provider.

### **4. EXCEPTIONS**

1. It is not a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is for the purpose of curriculum based experiments in science laboratories.
2. It is not a violation of this policy for employees, contractors, volunteers and other personnel of the District to legally possess or use alcohol while attending an event in their capacity as employee, contractor, volunteer or other personnel of the District
  1. if the activity held at or on premises other than District premises, and
  2. where the location permits the legal use or possession of alcohol and



3. during which activity they do not have the responsibility for supervision, direction, transportation or control of students, and
4. where the employee, contractor, volunteer or other personnel of the District will not be returning to work after the consumption of alcohol.

## **5. DRUG AND ALCOHOL TESTING**

1. The district may request or require that any district employee, contractor or other District personnel other than an employee whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with this policy and law. Drug and alcohol testing of employees whose position requires a commercial driver's license is addressed in Policy 4026. Testing shall be by a testing laboratory that meets statutory requirements.
2. Random alcohol or drug testing shall not be required of any employee, contractor or other District personnel who is not employed in a safety-sensitive position.
3. Testing for alcohol or drugs may be done if the district has a reasonable suspicion that the employee:
  1. is under the influence of drugs or alcohol;
  2. has violated the district policy or work rules prohibiting the use, possession, sale, manufacture, dispensation or distribution of drugs or alcohol while the employee is working or while the employee is on district premises;
  3. has sustained a personal injury in the course of their employment or for which a claim of worker's compensation or other claim against the district might be made;
  4. has caused another employee to sustain a personal injury in the course of the other employee's employment or for which a claim against the district might be made;
  5. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.
4. Testing may be required as part of the employee's participation in any chemical dependency treatment under an employee benefit plan, or to which the employee has been referred by the district.
5. If the employee's position requires a routine physical examination, alcohol or drug testing may be part of the examination if
  1. the routine exam is required or requested no more than once annually;
  2. the employee is given two (2) weeks' advance written notice that an alcohol or drug test may be administered as part of the examination.
6. The District has no legal duty to request or require any employee, contractor, or other District personnel to undergo alcohol or drug testing, if the employee, contractor, or other District personnel is not required to have a commercial driver's license by the terms of their position.

## **6. RESPONSIBILITY**

1. It is the responsibility of every employee, contractor, volunteer, other personnel of the District and members of the public to comply with this policy.
2. Each employee, contractor, volunteer and other personnel of the District shall be provided with written notice of this Drug Free Workplace policy and shall be required to acknowledge that she or he has received the policy. Failure to acknowledge receipt of the policy may subject the employee, contractor or other District personnel to disciplinary action, up to and including suspension without pay or termination.
3. Any employee or contractor who is engaged either directly or indirectly in performance of a federal grant shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places above on which work on a school district federal grant is performed no later than five (5) calendar days after such conviction. This notice is a condition of their continued employment in that federal grant.

4. Any employee who is charged with a violation of any criminal drug statute shall notify their supervisor of such a charge within five (5) calendar days after being charged.
5. Any employee or contractor who is convicted of any criminal drug statute shall notify their supervisor in writing of such a charge within five (5) calendar days after being convicted.
6. Each work site shall display a notice that the district has adopted a policy regarding drug and alcohol testing of employees, contractors, or other District personnel.
7. Employees, contractors and other district personnel whose positions do not require a commercial driver's license may refuse to comply with a request or requirement for alcohol or drug testing, however such a refusal may result in disciplinary action up to and including immediate termination of employment.
8. The District shall give a person who has undergone alcohol or drug testing at the request or requirement of the district under this policy notice of the test results within three (3) working days after receipt of the test result report from the testing laboratory.
9. The District shall give a person who has undergone alcohol or drug testing at the request or requirement of the district under this policy and whose test has had a positive test result for alcohol or drugs written notice of the person's right to explain the positive results and to submit additional information allowed by law, and to request a confirmatory retest:
  1. the district may request the person to indicate any over-the-counter or prescription medication that the person is currently or has recently taken; and
  2. the district may request the person to indicate any other information relevant to the reliability of, or an explanation for, a positive result.
  3. the person shall have three (3) working days from the date of the notice to submit information that purports to explain a positive result or to request a confirmatory retest.
  4. Retests requested by the person shall be of the original sample and shall be at the person's own expense.
10. If a confirmatory retest does not confirm the original positive results of a test, no adverse personnel action based upon the original test may be taken against the employee.

## **7. DISTRICT ACTION**

1. Violation of this policy shall result in discipline of the offending employee, contractor or other District personnel in keeping with the terms of this policy and collective bargaining agreements and contracts up to and including discharge, termination and cancellation of contract for services.
2. Violation of this policy by a volunteer shall result in a termination of the certification of the volunteer to be assigned to a classroom or other school activities for a reasonable period of time, based on the circumstances of the occasion, including the frequency and severity of violation(s).
3. For employees, contractors or other District personnel who have been required or requested to undergo alcohol or drug testing, the district shall take no disciplinary action unless:
  1. the testing includes a confirmatory positive result, or
  2. the employee has refused to comply with a request or requirement to be tested
4. The District may temporarily suspend with or without pay or transfer an employee, contractor, or other District personnel to another position at the same rate of pay pending the outcome of alcohol or drug testing, provided that the District believes that it is reasonably necessary to protect the health or safety of the person, students, co-employees, or the public.
5. Employees or other District personnel who have been suspended without pay must be reinstated with back pay if the outcome of alcohol or drug confirmatory testing or retesting is negative.
6. Contractors whose services have been suspended shall have an adjustment in their contract appropriate for the circumstances.

7. An employee who violates the terms of this policy may be required by the District to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the District. Any employee who fails to satisfactorily participate in and complete such a required program is subject to non-renewal, suspension or termination as deemed appropriate by the school board.
8. A member of the public who violates the policy shall be informed of the policy and asked to leave the district premises. Failure to leave may lead to being reported to local law enforcement agencies, and escort off the premises by law enforcement officers, or arrest. Failure to comply with this policy by a member of the public may result in the person's prohibition from the premises.
9. Information regarding alcohol and drug testing results, requests or requirements are private data on individuals and may not be disclosed by the district to another employer, a third-party individual, governmental agency, or private organization without the written consent of the individual requested to be tested or tested. However, evidence of a positive confirmatory test may be:
  1. used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing, or a judicial proceeding so long as the information is relevant to the proceeding;
  2. disclosed to any federal agency or other unit of the United States government as required by federal law, regulation or order, or in accordance with a federal government contract; and
  3. disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the person tested.

**Original Adoption:**

01/08/1991

**Revision Dates:**

03/23/1993, 09/18/2001, 05/27/2008, 03/11/2014, 11/10/2020

**Legal References:**

- 20 U.S.C. §§ 7101 – 7165 (Safe and Drug-Free Schools and Communities Act)
- 21 U.S.C. § 812 (Schedules of Controlled Substances)
- 41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)
- 21 C.F.R. §§ 1308.11 – 1308.15 (Controlled Substances)
- 34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 121A.05 (Referral to Police)
- Minn. Stat. §§ 181.950 -181.957 (Drug and Alcohol Testing in the Workplace)
- Minn. Stat. § 609.605 (Trespass)
- Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

**MPS Policy Cross References:**

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 5631 (Drug-free Schools,)
- Policy 5680 (Search of Students/ Lockers/ Desks/ Motor Vehicles)
- Policy 6680 (Safety, Security and Emergency Management)

## HISTORY

*Amended by Res. [2020-0047](#) on 11/10/2020*

# FORMS

1. Affidavit of Compliance **(Submit with Bid)**
2. Bid Form Part 1 of 4 **(Submit with Bid)**
3. Bid Form Part 2 of 4 Diversity **(Submit with Bid)**
4. Bid Form Part 3 of 4 Diversity Sub Performance **(Submit with Bid)**
5. Bid Form Part 4 of 4 Diverse Vendor Affidavit **(Submit with Bid)**
6. Prevailing Wage Certificate **(Submit with Bid)**
7. MPS Contract (Example)
8. Withholding Affidavit for Contractors (IC-134)

**MINNEAPOLIS PUBLIC SCHOOLS  
AFFIDAVIT OF COMPLIANCE**

**RFP 26-04**

**FACILITY: MINNEAPOLIS PUBLIC SCHOOLS ASBESTOS ABATEMENT MAINTENANCE AND CONSTRUCTION PROJECTS**

**SCOPE OF WORK:**

Remove and properly dispose of asbestos-containing material (ACM) as called for and identified within the Scope of Work section of upcoming Project Drawings (Attachment F) or as directed by Owner.

I, (Name)\_\_\_\_\_, being a duly appointed representative of

(Firm)\_\_\_\_\_, do hereby certify and affirm that the following information is accurate and factual.

Our firm, its employees, and/or agents are currently covered by the following insurance policies. Such insurance will be in effect at all times during this project if our firm is selected for this Bid/Project Design. Originals of the applicable insurance documents will be provided to the MPS Project Manager within 48 hours of receipt of Notice to Proceed if this firm is selected for the Bid/Project Design.

**Insurance Type**

**Firm's Policy Numbers**

**Worker's Compensation:**

\_\_\_\_\_

**Employer's Liability:**

\_\_\_\_\_

**Comprehensive General Liability:**

\_\_\_\_\_

**Comprehensive Automobile Liability:**

\_\_\_\_\_

**Contractual Liability:**

\_\_\_\_\_

All persons that may be employed by this firm for the purpose of performing asbestos abatement activities as described in this Invitation to Bid will comply with the requirements of Section 102 of the current MPS Asbestos Abatement Project Specification. A list of employees that will perform the Work at the Project site, copies of the fit test protocol, medical surveillance program, and statement attesting that all affected employees are current in their medical screening and fit test program, shall be delivered to the MPS Project Manager along with copies of the applicable certifications, within 48 hours of receipt of Notice to Proceed if this firm is selected for the Work of the Project.

**NOTARY PUBLIC**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**My Commission Expires:**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Special School District No. 1  
Facilities Department  
1250 West Broadway  
Minneapolis, MN 55411

RFP 26-04  
Company Name \_\_\_\_\_  
Date \_\_\_\_\_

**BID FORM Part 1 of 4**

My/Our bid to include, but not limited to furnishing all labor, materials, equipment, supplies, tools, disposal, supervision, administration, travel time and all else necessary to accomplish asbestos abatement as needed and called for during the period of January 1, 2026 through December 31, 2028 in accordance with MPS specifications. Contractor will be paid only for time on site. Contractor will be paid for only one supervisor per shift. Contractor is not to invoice for travel time. Unit pricing is as follows:

**Standard time is defined as weekday hours from 6:00AM to 6:00PM.-Year 1 (2026)**

1. Per hour (unit price), per worker, standard time \$ \_\_\_\_\_
2. Per hour (unit price), per supervisor, standard time \$ \_\_\_\_\_

**Premium time is defined as weekday hours from 6:00PM to 6:00AM.-Year 1 (2026)**

3. Per hour (unit price), per worker, premium time \$ \_\_\_\_\_
4. Per hour (unit price), per supervisor, premium time \$ \_\_\_\_\_

**Standard time is defined as weekday hours from 6:00AM to 6:00PM.-Year 2 (2027)**

1. Per hour (unit price), per worker, standard time \$ \_\_\_\_\_
2. Per hour (unit price), per supervisor, standard time \$ \_\_\_\_\_

**Premium time is defined as weekday hours from 6:00PM to 6:00AM.-Year 2 (2027)**

3. Per hour (unit price), per worker, premium time \$ \_\_\_\_\_
4. Per hour (unit price), per supervisor, premium time \$ \_\_\_\_\_

**Standard time is defined as weekday hours from 6:00AM to 6:00PM.-Year 3 (2028)**

1. Per hour (unit price), per worker, standard time \$ \_\_\_\_\_
2. Per hour (unit price), per supervisor, standard time \$ \_\_\_\_\_

**Premium time is defined as weekday hours from 6:00PM to 6:00AM.-Year 3 (2028)**

3. Per hour (unit price), per worker, premium time \$ \_\_\_\_\_
4. Per hour (unit price), per supervisor, premium time \$ \_\_\_\_\_

MPS, at its own discretion and based on the best interest of the School District, may contact one contractor and have abatement work performed per unit rates that are in effect for the term of this contract.

Prices firm for order period.

**Saturday time will be paid at 1 and 1/2 times the standard time rate.**

**Sunday and Holiday time will be paid at 2 times the standard time rate.** Holiday is defined as Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day.

**A bid bond is not required with Contractors bid.**

- a. I have attached the Bid Form - Part 2 of 4 - DivReq&Rpt. \_\_\_\_ yes \_\_\_\_ no
- b. I have attached the Bid Form - Part 3 of 4 Diversity Performance Rpt. \_\_\_\_ yes \_\_\_\_ no
- c. I have attached the Bid Form - Part 4 of 4 Vendor Diversity Affirmation Affidavit. \_\_\_\_ yes \_\_\_\_ no

The School District reserves the right to reject any or all bids and to waive any informality at no cost to the School District.

FOB: Various Special School District No. 1 locations, as directed.

**Special attention is suggested to the Affirmative Action Declaration requested on one of the attached statements. Failure to respond may result in the disqualification of your bid.**

Payment Terms: Net 30 Days



Bidder must submit Federal Tax ID No. or Social Security No. \_\_\_\_\_

COMPANY \_\_\_\_\_  
(Corp.-Partnership-Ind)

SIGNED BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME PRINTED \_\_\_\_\_

CITY & STATE \_\_\_\_\_

ZIP & 4 ZIP CODE \_\_\_\_\_

BUSINESS PHONE (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

Note: MPS will not accept invoicing which includes any charges for permits, employee training, mileage, word processing, phone calls, copying, etc. Only invoicing which is consistent with the descriptions of services solicited herein and itemized accordingly will be accepted. Invoicing inconsistent with this requirement will be returned to the firm of origin for corrections. Corrected invoices will then be resubmitted by the firm of origin to the Consultant for approval and then to MPS for payment processing.

**BID FORM - Part 2 of 4**  
**DIVERSITY REQUIREMENTS AND REPORTING**

I understand that diversity is important to Minneapolis Public Schools and that as part of this Bid, I agree that I will, to the best of my ability and if within the project scope, solicit and use diverse vendors where possible. I also understand the key elements of a diversity program and what qualifies as a diverse vendor<sup>1</sup>.

- a. ☐ My company does not qualify as a diverse vendor; if **yes** skip the remaining questions.
- b. If your company qualifies as diverse, please check all appropriate boxes that pertain to your enterprise certifications.
- |   |  |
|---|--|
| <input type="checkbox"/> Disadvantaged Business     | <input type="checkbox"/> Minority Owned and Controlled |
| <input type="checkbox"/> Women Owned and Controlled | <input type="checkbox"/> Service Disable Veteran       |
| <input type="checkbox"/> 8A Certified               | <input type="checkbox"/> Veteran Owned                 |
| <input type="checkbox"/> GBLT Business              | <input type="checkbox"/> Emerging Business             |
| <input type="checkbox"/> Small Business             | <input type="checkbox"/> Disabled Business             |
- c. If your company qualifies as a diverse vendor, you must submit your certification, Letter of Good Standing, or an Affirmation Affidavit<sup>2</sup> as part of your Bid package.
- d. For all Bids, you must complete Part 3 of 4 of the Bid Form, **DIVERSITY SUBCONTRACTOR PERFORMANCE**. The project forecast section must be completed and submitted as part of your Bid.
- e. I agree that 5% of the total Bid value will be held until Part 3 of 4, **DIVERSITY SUBCONTRACTOR PERFORMANCE**, is submitted with the project actual section completed.
- f. **RECORDS MANAGEMENT AND MAINTENANCE** - District shall have the right to inspect and copy all records pertaining to the use and certification of diverse subcontractors to verify Contractor's compliance with the diversity requirements of this Contract.

---

<sup>1</sup> Please see included document - Diverse Vendor Definitions.

<sup>2</sup> Please see included documents - Certificate Affirmation Document and/or Vendor Affirmation Document

DOCUMENT 00 41 00

BID FORM - Part 3 of 4  
DIVERSITY SUBCONTRACTOR PERFORMANCE

The following are the MBE and/or WBE Subcontractors/Suppliers that we solicited and/or intend to subcontract to or purchase materials from.

The Project Forecast section must be completed as part of your Bid submittal. If no spend is anticipated with Diverse subcontractors, then fill in zero (0) on the first Total Dollar Amount line.

If you are the selected Supplier, the Project Actuals section must be completed and submitted to Minneapolis Public Schools before the final milestone payment is released for payment.

Project Forecast:

Subcontractor/Supplier	MBE/WBE	Trade/Material	Total Dollar Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Project Actuals:

Subcontractor/Supplier	MBE/WBE	Trade/Material	Total Dollar Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$

**DOCUMENT 00 41 00**

**BID FORM - Part 4 of 4  
Minneapolis Public Schools  
DIVERSE VENDOR AFFIDAVIT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

**Affidavit of** \_\_\_\_\_

\_\_\_\_\_, being duly sworn as owner/operator of or as designated representative of owner/operator of \_\_\_\_\_, does state the following:

1. That I am attesting with Special School District No. 1 (Minneapolis Public Schools) to the assertion that the aforementioned organization does fall within the recognized diversity category of \_\_\_\_\_.
2. That I am attesting with Special School District No. 1 (Minneapolis Public Schools) to the assertion that said organization does fall within the aforementioned diversity category due to \_\_\_\_\_.
3. That I understand that this document is legal in nature.
4. That I understand that should Special School District No. 1 (Minneapolis Public Schools) come to learn that my above assertions are false, this revelation can have an effect on said organization's ability to work with the school district in any given capacity in the future.

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Affix Notary Seal Here*

Notary Public  
My commission expires on \_\_\_\_\_

## DIVERSE VENDOR DEFINITIONS

### Disadvantaged Business Enterprise (DBE)

Small businesses that are owned and controlled by socially and economically disadvantaged individuals who have been subjected to racial or ethnic prejudice or cultural bias, and who have limited capital and credit opportunities.

### Minority owned and controlled Business Enterprise (MBE)

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens and has its management and daily business operations controlled by one or more minorities who own it.

Minorities identified:

- a) Black persons having origins in any of the Black African racial groups;
- b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
- c) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands; or
- d) Native American or Alaskan Native persons having origins in any of the original peoples of North America.

### Women owned and controlled Business Enterprise (WBE)

A business enterprise is at least fifty-one percent (51%) owned by citizens or permanent resident aliens who are women and has its management and daily business operations controlled by one or more women who own it.

### Service Disable Veteran Business Enterprise

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are:

- a) **Veteran:** The term "veteran" means a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.
- b) **Service Disabled:** With respect to disability, that such disability was incurred or aggravated in line of duty in the active military, naval, or air service. An injury or disease incurred during military service will be deemed to have been incurred in the line of duty, unless the disability was caused by the veteran's own misconduct or abuse of alcohol or drugs, or was incurred while absent without permission or while confined by military or civilian authorities for serious crimes. Note that this definition does not require the disability to be causally connected to military service.

## **DIVERSE VENDOR DEFINITIONS**

### **Veteran Owned Business Enterprise**

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who is a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.

### **8A Certified Business Enterprise**

A business enterprise in which at least fifty-one percent (51%) is owned by US citizens who are members from one of the presumed socially and economically disadvantaged groups which include Hispanic Americans, Asian-Pacific Americans, African American, or Native Americans. The Native American groups include those members of Indian tribes, as well as Native Alaskan and Hawaiians. Other eligible groups include those who have experienced discrimination. They include those with disabilities, certain veteran statuses, gender, and other factors.

### **Gay, Bisexual, Lesbian and/or Transgender Business Enterprise (GLBT)**

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are a member of the GLBT community.

### **Disabled Business Enterprise**

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are disabled.

### **Small Business Enterprise**

A business enterprise that is not a business dominant in its field of operation, nor an affiliate or subsidiary thereof.

### **Emerging Business Enterprise**

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are at a disadvantage. The individuals must have day-to-day operational and managerial control and interest in capital, financial risks, and earnings commensurate with the percentage of their ownership.

**MINNEAPOLIS PUBLIC SCHOOLS**  
Special School District No. 1

**PREVAILING WAGE CERTIFICATE**

**CONTRACTOR: SUBMIT THIS FORM WITH THE ORIGINAL COPY OF YOUR BID**

Laborers and Mechanics shall be paid according to the Contracts for Public Work, in accordance with Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.250 as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States for work in the City. In addition to the certificates and other evidences of compliance which are required under these Specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standards provisions of Minneapolis Code of Ordinances, Section 24.200 through 24.250 as amended. Failure to comply with this ordinance shall mean the District may, by written notice to the Contractor, terminate his/her right to proceed with the work and the Contractor and his/her Sureties shall be liable to the District for any excess cost occasioned to the District for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the Minneapolis Public Schools that any work done by the Contractor or by the Contractor's agents or Subcontractors under a contract with the Minneapolis Public Schools shall be in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Sections 24.200 through 24.250, or Park Board Code of Ordinances, Chapter 6, Sections PB 6-1 through PB 6-5.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

**RETURN THIS FORM WITH YOUR BID**



## MINNEAPOLIS PUBLIC SCHOOLS

### AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIALS

#### PROJECT:

This Agreement (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between Special School District No. 1, a Minnesota public school corporation (the “School District”), and \_\_\_\_\_, (the “Contractor”).

#### RECITALS:

A. The School District owns and operates school buildings, administrative offices, and related sites and facilities that are generally located throughout the City of Minneapolis, Minnesota (collectively, the “Sites and Facilities”).

B. The Sites and Facilities require maintenance, repair, and updating from time-to-time, necessitating the provision of services by a third-party contractor.

C. The School District also must periodically engage a third-party contractor to facilitate the purchase of equipment, materials and supplies to support its school operations.

D. The School District desires to retain a contractor to perform the services described below (the “Project”) in accordance with and subject to the terms and conditions in this Agreement.

E. The Contractor has examined the location of all proposed work if applicable, carefully reviewed and evaluated the specifications set forth by the School District for the Project, is familiar with all conditions relevant to the performance of the services and is committed to perform all work required for the price specified in this Agreement.



In consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **General Terms and Conditions.** Reference is hereby made to the General Terms and Conditions of this Agreement attached hereto as **Exhibit A** and made a part hereof (the “General Terms and Conditions”). The General Terms and Conditions are incorporated herein by reference as if set forth in full herein. Without limiting the generality of the foregoing, (a) all capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in the General Terms and Conditions and (b) all capitalized terms used in the General Terms and Conditions without definition shall have the meanings ascribed to them in this Agreement.

2. **Project Information.**

(a) **Scope of Work.** The Project generally consists of \_\_\_\_\_ . A detailed Scope of Work is set forth in **Exhibit B**, attached hereto and made a part hereof. Where applicable, drawings, specifications, lists of equipment, supplies, materials, and/or other existing documents describing or connected to the Project are listed or described on **Exhibit B**.

(b) **Time of Performance.** The Project shall be commenced on the Effective Date and completed in accordance with the schedule set forth in the Scope of Work, **Exhibit B** hereto (the “Work Schedule”). Time is of the essence in the performance of services under this Agreement.

(c) **Compensation.** The School District shall pay the Contractor for the services in accordance with this Agreement and the Schedule of Rates/Payments attached hereto as **Exhibit C** (the “Payment Schedule”) and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without the prior written approval of the School District. The Contractor's total compensation for services performed in accordance with this Agreement, including all reimbursable items, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the “Contract Sum”).

3. **Notices.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

(b) To the School District: Minneapolis Public Schools  
1250 W. Broadway Avenue  
Minneapolis, MN 55411-2533  
Attn: \_\_\_\_\_

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4. ***Authorized Representatives.***

(a) The School District's authorized representatives with respect to this Agreement are: \_\_\_\_\_[NAME];  
\_\_\_\_\_ [TELEPHONE], \_\_\_\_\_ [EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: \_\_\_\_\_[NAME]; \_\_\_\_\_ [TELEPHONE],  
\_\_\_\_\_ [EMAIL].

***IN WITNESS WHEREOF***, the parties hereto have executed this Agreement as of the date indicated next to the name of the party who signs below.

**SPECIAL SCHOOL DISTRICT NO. 1**

Dated: \_\_\_\_\_, 20\_\_ By: \_\_\_\_\_  
[Authorized Signatory]

\_\_\_\_\_  
[Title]



1250 West Broadway Ave. Minneapolis, MN 55411-2533  
Phone: 612.668.0000  
[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)  
SRM: 44xxxxxx

Page | 3

## CONTRACTOR

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
[Authorized Signatory]

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “General Terms and Conditions”) form a part of that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

1. **Definitions.** The terms defined in this Section shall have the following meanings for purposes of these General Terms and Conditions when initially capitalized herein:

(a) **“Agreement”** means that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

(b) **“Contract Documents”** means, collectively, (i) the Agreement, (ii) these General Terms and Conditions, (iii) all Exhibits listed or described in the Agreement and (iv) all drawings, specifications, addenda and modifications describing the Work which are issued after the date hereof.

(c) **“Work”** means all labor, materials, equipment, supplies, and/or services required to complete the Project described in the Contract Documents.

2. **Contract Sum.** The School District agrees to pay the Contractor for the full and faithful performance of the Work and related costs a stipulated amount equal to the Contract Sum set forth in the Agreement. The Contract Sum shall be subject to additions and deductions for changes in the Work, and the School District may deduct from the Contract Sum the value of any Work done which, in the good faith opinion of the School District, is not in compliance with the Contract Documents. The Contract Sum shall be payable to the Contractor in accordance with the Payment Schedule, subject to the provisions of these General Terms and Conditions.

3. **Work Schedule.** Contractor shall perform all of the Work in accordance with the Work Schedule. Time is of the essence in completing the Project. The Contractor agrees to notify the School District in writing of any and all causes of delay of the Work, or any part thereof, within 24 hours after such cause of delay shall arise, and in case of the failure of the Contractor to perform this Agreement and complete the Work at the time specified in the Contract Documents, the School District may immediately, or at any time thereafter, proceed to complete the Work at the cost and expense of the Contractor. Upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which must delay the completion of the work, the School District may at its discretion, extend the date specified for the completion of the Work.

4. **Standards of Performance.** The Contractor agrees that all the work and labor shall be done in the best and most diligent manner and that all materials and labor shall be in entire and strict conformity in every respect with the Contract Documents and shall be subject to the inspection and approval by the proper authorities of the School District for the supervision of the

Work, and in case any of said material or labor shall be rejected by the School District as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done anew to the satisfaction and approval of the School District at the cost and expense of the Contractor. The Contractor agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require during the performance of this Agreement. The Contractor further agrees to make good, replace, and renew at the Contractor's own cost and expense any loss or damage to the Work and Project occurring prior to the final delivery to and acceptance thereof by the School District, by reason of fire, tornado, theft, or any cause whatsoever, and to be wholly responsible for the construction, completion and delivery of the Work and Project in its entirety for the final acceptance by the School District; and any payment or payments made to the Contractor hereunder, shall not be construed as operating to relieve the Contractor from responsibility for the Work and Project as herein provided and agreed. It is agreed and understood by the parties hereto that the use of the Work and Project at any time by the School District for any purposes shall not be construed to be or operate as an acceptance by the School District of the work to be done by the Contractor under this Agreement.

5. ***Change Orders; Limitations.*** No claim for extra work done or additional materials, equipment, or supplies furnished by the Contractor will be made by the Contractor or allowed by the School District, nor shall the Contractor do any work or furnish any materials, equipment or supplies not covered by the Scope of Work, unless such work or materials, equipment or supplies is ordered in writing by the School District. Any such work or materials, equipment or supplies which may be done or furnished by the Contractor without such written order first being given, shall be at the Contractor's own risk and expense. When any extra work or materials, equipment or supplies is ordered by the School District to be done or furnished, the Contractor shall furnish such materials and do such work for the price mutually agreed to by the Contractor and the School District, and when any alteration of the Scope of Work is ordered by the School District, the Contractor agrees to perform the work as altered and if such alteration shall reduce the cost of doing such work, the actual amount of such reduction in cost shall be deducted from the Contract Sum.

6. ***Labor, Materials, Equipment, Etc.*** The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and/or services necessary for the proper execution of the Work. All costs and expenses for such items shall be included in the Contract Sum.

7. ***Permits, Fees and Compliance with Law.*** The Contractor shall secure all permits, licenses and inspections necessary for the execution and completion of the Work as part of the Contract Sum. All permit, license and inspection fees shall be included in the Contract Sum. The Contractor shall comply with the terms of all such permits and licenses and with all federal, state and municipal laws, statutes, ordinances, building codes, rules and regulations applicable to the Work.

8. ***Taxes.*** The Contractor shall pay sales, consumer, use and other similar taxes, except to the extent that such taxes are not payable due to the status of the School District as a tax-exempt entity. The Contractor shall not charge the School District for state sales taxes, uses taxes,

and other taxes that are not payable due to the status of the School District as a tax-exempt entity, and the Contract Sum shall be reduced to the extent that amounts for such taxes were included in the determination thereof.

9. ***Subcontractors; Third Party Claims.*** The Contractor further agrees to pay all laborers employed, and all subcontractors furnishing material to the Contractor in and about the performance of this Agreement, and for all labor and material by them so performed and furnished, but in case the Contractor shall fail so to pay and to satisfy every and all claims and demands for labor and materials as aforesaid, the School District may apply the monies due and coming to the Contractor under this Agreement toward paying and satisfying such claims and demands, and the School District is herewith given the right to apply monies due and coming to the Contractor hereunder towards paying any indebtedness or claim heretofore accrued or which may hereafter come due to the School District from the Contractor on any account whatsoever, and the amount of such payments shall be charged against the balance due the Contractor hereunder; provided that nothing herein contained nor any variation from the amounts of the installments or from the manner and times of their payment shall be construed as impairing the right of the School District or of those to whose benefit the bond herein agreed upon shall insure, to hold the Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the School District any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the Contractor hereunder. Contractor shall comply with the requirements of Minn. Stat. §471.425, subd. 4a., Prompt Payment to Subcontractors, which is incorporated herein by reference.

10. ***Bonds.*** If required by the Contract Documents, prior to performing any work under this Agreement, the Contractor shall provide the School District with the following bonds covering the Project: (a) a performance bond for the benefit of the School District, ensuring that Contractor will construct and maintain the Project in accordance with the Contract Documents, and saving and holding the School District harmless from all costs and charges which may accrue on account of completing the Project; and (b) a payment bond for the use and benefit of all persons furnishing labor or materials for the Project and making just claims for payment for such labor or materials.

11. ***Background Checks.*** The Contractor shall obtain a background check pursuant to applicable federal and state law and School District policy, including the Minnesota Child Protection Background Check Act, for each employee, volunteer or agent assigned to the Project. If Contractor receives a report that an employee, volunteer or agent so assigned has ever been convicted of a serious offense, or a background check crime, as defined at Minn. Stat. § 299C.61, it shall take immediate steps to notify the School District of the report and remove such employee, volunteer or agent from his/her assignment.

12. ***Equal Opportunity.*** The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this Agreement or any subcontract hereunder, no contractor, material supplier, or vendor, shall, by reason of race, creed, color, sex or national origin, discriminate against any person or persons who are citizens of the United States and who are qualified and available to perform the work to which such employment relates; that neither he nor any subcontractor, material supplier, or vendor, shall in any manner discriminate against, or intimidate, or prevent the employment of any such person or persons from the performance of

work under this Agreement or any subcontract hereunder on account of race, creed, color, sex or national origin; that any violation of this Section shall be a misdemeanor; and that this Agreement may be canceled or terminated by the School District and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

13. ***Independent Contractor.*** All work provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the School District for any purpose. Any and all officers, employees, subcontractors, agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement shall not be considered employees of the School District. Any and all actions which arise as a consequence of any act or omission by the Contractor, its officers, employees, subcontractors, agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the School District. The Contractor, and its officers, employees, subcontractors, and agents, shall not be entitled to any of the rights, privileges, or benefits of the School District's employees. This Agreement does not establish a joint powers agreement or joint partnership between the School District and the Contractor.

14. ***Indemnification.*** The Contractor hereby agrees to protect, defend and hold the School District and its officers, elected and appointed officials, employees, administrators, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the activities contemplated by this Agreement, (ii) including, without limitation, any claims for any lien imposed by law for services, labor or materials, or (iii) by reason of the execution of this Agreement or the performance of this Agreement. The Contractor, and the Contractor's successors or assigns, agree to protect, defend and save the School District, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the School District of any immunities, defenses, or other limitations on liability to which the School District is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.

15. ***Insurance.*** Prior to performing any work under this Agreement, the Contractor shall purchase and maintain such insurance in the amounts specified below as will protect the Contractor from claims which may arise out of, or result from, the Contractor's performance under this Agreement, whether such performance is by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Certificates of Insurance shall name the School District as an additional insured. The insurance shall not be canceled by the Contractor until all of the work required by this Agreement has been completed, accepted, and final payment made by the School District. Written notification of the School District by the Contractor shall be required thirty (30) calendar days prior to

cancellation, expiration, or change of insurance. All policies shall be written on an occurrence basis using ISO Form CG 00 01 or its equivalent.

(a) Statutory Workers Compensation and Employer's Liability

(b) Commercial General Liability:

Each Occurrence	\$1,500,000
Damage to Rented Premises Each Occurrence	\$ 100,000
Medical Expense any One Person	\$ 5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000

(c) Automobile Liability:

Combined Single Limit (Each Accident)	\$1,500,000
---------------------------------------	-------------

(d) Other forms of insurance as called for in the Contract Documents.

The above paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary for compliance with this Agreement. Certificates of Insurance must indicate if the policy is issued pursuant to all above requirements. The Contractor shall not commence work on the Project until the Contractor has obtained the required insurance and filed an acceptable Certificate(s) of Insurance with the School District. Copies of insurance policies shall be submitted to School District upon request.

16. **Termination.** The School District shall have the right to terminate the Agreement with or without cause by and upon delivering written notice to the Contractor. In the event of such termination by the School District for convenience, the School District shall promptly pay the Contractor any compensation owed for Work completed in compliance with the requirements of the Contract Documents through and including the date of termination, and upon payment of such compensation, the School District shall have no further obligations or liabilities to the Contractor. In the event of such termination by the School District for cause (including, without limitation, if the Contractor defaults, fails to comply with the Contract Documents, provides defective or non-conforming Work, becomes insolvent or becomes the subject of bankruptcy proceedings), the School District shall not be liable to the Contractor for any amounts, but the Contractor shall be liable to the School District for all losses, damages and expenses resulting from such default. The School District may withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the School District is determined. If a determination is made that the School District improperly terminated the Agreement "for cause," then such termination shall be deemed to have been a "without cause" termination for convenience.

17. **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results



from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

17. ***Limitation on Liability.*** In no event shall the School District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Agreement. The School District's maximum liability under the Agreement shall not exceed the Contract Sum.

18. ***Additional Requirements for Purchases of Equipment, Goods and Supplies.***

(a) ***Inspection and Testing.*** For a period of up to ten (10) business days following delivery, the School District shall have the right to inspect and/or test any equipment, goods and supplies (collectively, the "Goods") purchased by the School District. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in the Contract Documents, then without prejudice to any other rights or remedies, the School District may reject the Goods.

(b) ***Warranty.*** Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material and workmanship for the time period specified by a manufacturer's warranty or as agreed to by the Contractor and the School District. Contractor further warrants that the Goods will meet the performance requirements and specifications set forth in the Contract Documents and shall be fit for the purpose intended. Contractor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend and hold the School District harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

(c) ***Title and Risk of Loss.*** Title to the Goods shall remain with the Contractor until the School District accepts delivery of the Goods. The risk of loss will be on the Contractor until such time as the School District accepts delivery of the Goods. Contractor will be liable for any loss or damage to the Goods caused by Contractor or its subcontractors, their agents or

employees, and Contractor will replace or repair said Goods at its own cost to the complete satisfaction of the School District.

19. ***Amendments; Binding Agreement; Assignment.*** Any amendment to this Agreement must be in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties. No assignment or attempted assignment of this Agreement or of any rights hereunder shall be effective without the prior written consent of the School District.

20. ***Authority.*** Each of the undersigned parties warrants it has the full authority to execute and delivery this Agreement.

21. ***Authorized Representatives.*** Any consent, approval, authorization or other action required or permitted to be given or taken under the Contract Documents by the School District or the Contractor, as the case may be, shall be given or taken by one or more of the Authorized Representatives of each, except as provided by applicable law or School District policy.

22. ***Applicable Law; Jurisdiction.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the Hennepin County District Court or United States District Court of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

23. ***Compliance with Laws.*** The Contractor warrants that all work performed pursuant to this Agreement shall be in compliance with all federal, state and local laws, ordinances, regulations, rules, and standards, as well as all requirements set forth in the Contract Documents, or any further requirements of the School District. The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements pertaining to the Project. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this Agreement may be subject to the prevailing wages as established by the Minnesota Department of Labor and Industry.

24. ***Warranty.*** The Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of two (2) year(s) from the date of completion of the Work. Nothing in this Section shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

25. ***Entire Agreement.*** The Contract Documents and any addenda or amendments thereto signed by the parties shall constitute the entire Agreement between the School District and Contractor, and supersedes any other written or oral agreements between and School District and Contractor.

26. ***Severability.*** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the

validity, legality, and enforceability of the remaining provisions in any application thereof shall not in any way be affected or impaired thereby.

27. **No Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

28. **Data Practices.** Any and all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Contractor must comply with these requirements as if it were a government entity. This Section does not create a duty on the part of the Contractor to provide access to public data to the public if the public data are available from the School District, except as required by the terms of this Agreement. The Contractor will report immediately to the School District any requests from third parties for information related to the Agreement.

29. **Audit.** The Contractor must allow the School District, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all work provided under this Agreement for a minimum of six years from the termination of this Agreement.

30. **No Third-Party Beneficiary.** The Contractor acknowledges that nothing contained in this Agreement nor any act by the School District or the Contractor shall be deemed or construed by the Contractor or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the School District and the Contractor.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

## **EXHIBIT B**

### **SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

**EXHIBIT C**

**SCHEDULE OF RATES/PAYMENTS**

## Contractor Affidavit

This Contractor Affidavit must be certified by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name	Daytime phone	Minnesota tax ID number
Address	Total contract amount	Month/year work began
City State ZIP code	\$	Month/year work ended
	Amount still due	
	\$	

Project number	Project location			
Project owner	Address	City	State	ZIP code

Did you have employees work on this project? ☐ Yes ☐ No. If no, who did the work?

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☐ **Subcontractor**

Name of contractor who hired you

Address

☐ **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must submit their own Contractor Affidavits and have them certified by the Department of Revenue *before* you can submit your Contractor Affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified Contractor Affidavit. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

*I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.*

Contractor's signature	Title	Date
------------------------	-------	------

**Mail to:** Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610  
Phone: 651-282-9999 or 1-800-657-3594

### Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this Contractor Affidavit has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

## Form IC134 Instructions

---

### Contractor Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

### Use of Information

The Department of Revenue needs **all** the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this Contractor Affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

### Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at [www.revenue.state.mn.us](http://www.revenue.state.mn.us) or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

### Submit Contractor Affidavit

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified Contractor Affidavits from all of your subcontractors.

### If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IC134.

You may submit your Contractor Affidavit either electronically **or** by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

**For an immediate response:** Complete and submit your Contractor Affidavit electronically. Go to [www.revenue.state.mn.us](http://www.revenue.state.mn.us) and choose **Withholding Tax**. Under the File and Pay tab, click on Contractor Affidavit Information for Government Projects.

**You may complete and mail Form IC134 to:** Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610. If you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your Form IC134 and return it to you. To receive your final payment, submit the certified Contractor Affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified Contractor Affidavit to your prime contractor to receive your final payment.

### Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: [www.revenue.state.mn.us](http://www.revenue.state.mn.us)

Email: [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us)

Phone: 651-282-9999 or 1-800-657-3594

This information is available in alternate formats.

## **INSTRUCTIONS TO BIDDERS-AFFIRMATIVE ACTION**

### **FORWARD**

The Board of Education, Special School District No. 1, has adopted policies requiring Affirmative Action activities in each of its operating divisions and departments.

This document contains an explanation of the Affirmative Action and Company Safety requirements for construction activities and is made available to parties desiring to perform construction service and provide related supplies and materials for the school district. All bid specifications for this work will include an "Affirmative Action Bid Specification Statement" outlining the necessary Affirmative Action information and Company Safety Programs that must accompany the bid.

### **WHO MUST PRESENT AFFIRMATIVE ACTION PLANS AND COMPANY SAFETY PROGRAMS**

The following parties must include Affirmative Action and Company Safety Program information:

1. Persons/firms who enter into contracts with the school district for construction projects or related materials and supplies for over \$10,000 but under \$100,000 will supply a compliance statement on company stationery assuring that the contracting firm is an Equal Opportunity/Affirmative Action employer.
2. Persons/firms who enter into contracts with the school district for construction projects or related materials and supplies for \$100,000 and more will be required to provide a detailed Affirmative Action Plan and Company Safety Programs as described in this document.

### **AFFIRMATIVE ACTION BID SPECIFICATION STATEMENT (Submit with Bid Form)**

For formal bids over \$100,000, provide a copy of your firm's current Affirmative Action Certificate of Compliance **and** an Affirmative Action Plan that includes:

1. A list showing the number and job categories of all employees with breakdown by race, gender, and disability status.
2. A statement of non-discrimination stating that:
  - a. The contractor or subcontractor, where applicable, will not discriminate or retaliate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, gender identify, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to the protected categories. Such action shall include, but not be limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; application, testing, selection, hiring, placement, orientation, on-the-job and external training, educational assistance, transfer opportunity, promotion, discipline, company sponsored social and recreational activities, benefits, recall, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and all other terms and conditions of employment.
3. A statement that the contractor has and continues to post the notice in conspicuous places, available to employees and applicants for employment, such notices of non-discrimination. The contractor or subcontractor, where applicable shall, 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, creed, religion, national origin, gender, gender identify, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.



4. A statement that the contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it 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 workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. A statement that contractor or subcontractor shall ensure and maintain a working environment free of harassment based on gender, race or ethnicity, religion or religious practice, disability, gender identity, sexual orientation, or affectional preference. Unlawful harassment has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment; and/or has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or otherwise adversely affects an individual's employment or academic opportunities. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and when is unlawful when submission or rejection of such conduct creates a hostile environment, is made a term or condition of a person's employment, or is the basis for employment decisions.
  - a. Contractor shall ensure that employees who commit such unlawful conduct will be disciplined appropriately. Contractor shall ensure that any good faith reporter will not be subject to retaliation.
6. Contractor shall submit a copy of its complaint reporting procedure for individuals who believe they may have experienced discrimination, harassment, or retaliation, which shall include the ability to report concerns to supervisor(s) as well as appropriate Human Resources representative. Such procedure shall include an investigation process with prompt timelines and ensure confidentiality as appropriate.
7. A statement that the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act, Chapter 363A, and all Federal, State, and Local equal employment opportunity and affirmative action laws, including Title VII of the Civil Rights Act of 1964.
8. A statement that, when hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal committed to in the bid response; provided, however, that the District may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed below, as long as the District is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence in accordance with standards prescribed by the District. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- a. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within (3) business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least (5) business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (b) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the District that the union is not referring minority and women workers consistent with the applicable employment goal.
  - b. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
    - i. To notify the District, and minority and women referral organizations listed by the District of its workforce needs, and request referral of minority and women workers;
    - ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
    - iii. To leave standing requests for additional referral to minority and women workers with the local construction trade union; and
    - iv. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the District, and submitted promptly to the District upon request.
  - c. The contractor or subcontractor agrees that nothing contained in (b) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement.
9. Contractors shall ensure that all subcontractors comply with the provisions set forth herein in the RFB, including but not limited to, the Affirmative Action Specifications. After notification of award, but prior to signing a construction contract, the contractor shall submit to the District any forms so required by the District. The contractor and its subcontractors shall furnish such reports or other documents to the MPS Facilities Compliance Officer as may be requested by the District from time to time in order to carry out the purposes of these requirements for conducting a contract compliance investigation pursuant.

## **HARASSMENT POLICY STATEMENT**

A statement that your company policy is to ensure and maintain a working environment free of harassment, including sexual and racial harassment, at all locations, and in all facilities at which employees are assigned to work. Unwelcome verbal or physical conduct, including written and electronic communication, directed toward individual(s) because of race, color, creed, religion, national origin, sex, age, disability, marital status, sexual orientation, or public assistance status will not be tolerated. Management will ensure that all managers, supervisors, and other personnel carry out this policy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other unwelcome behavior of a nature. Harassment, including sexual harassment, is unlawful when:

- a. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment;
- b. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or receipt of services; or
- c. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

Any employee found to be in violation of this policy will be treated in the same manner as breaching any other company policy, and that employee may be subject to disciplinary action, which may lead to suspension or termination of duties/employment.

### **COMPLAINT REPORTING PROCEDURE**

A statement that within your firm any employee who believes he or she has been subjected to harassment or discrimination covered under this plan should report the incident immediately to any supervisor, manager, or Human Resources representative.

Any supervisor or manager who receives such notice or who otherwise becomes aware of alleged harassment or discrimination will notify the appropriate Human Resources representative who then will conduct a prompt and confidential investigation.

Complaint determination will be made on a case-by-case basis, depending on the circumstances, including the nature of any sexual advances, the context in which they occurred, and any other facts deemed relevant to the determination.

Any notes, reports, or records generated and all information gathered during the investigation will be treated as confidential with disclosure limited to those with a need to know.

It is the responsibility of your company to uphold the law in preventing and correcting sexual harassment and discrimination in our workplace. This will be done in a manner that ensures the protection of the right of all employees.

This policy is not intended to prohibit purely consensual romantic relationships between employees outside of the workplace. Consensual romantic relationships, although not prohibited, are discouraged from being acted out in the workplace, particularly where a supervisor/subordinate relationship exists. Such action may be construed as favoritism towards employees in that relationship and hence may fit the definition of unlawful sexual harassment.

### **EMPLOYMENT GOALS**

Minneapolis Public Schools seeks to increase business opportunities with its Diverse Business Partners (DBP's). Diverse Business Partners is defined as follow:

#### **Women Business Enterprise (WBE)**

A business at least 51% owned and operated in the U.S. by women.

#### **Minority Business Enterprise (MBE)**

A business at least 51% owned and operated in the U.S. by one of the following groups:

African Americans, Asian Americans, Hispanic Americans, Native Americans

**Disadvantage Business Enterprise (DBE)**

A business at least 51% owned and operated by socially and economically disadvantage individuals in the U.S. Most of these individuals identify with the following groups:

African Americans, Asian Americans, Hispanic Americans, Native Americans, Asian-Pacific

**Gay, Lesbian, Bisexual, Transgender (GLBT)**

A business certified through a program like Quorum, which is affiliated with the National Gay & Lesbian Chamber of Commerce in Washington D.C.

**Disabled Business Enterprise (DBE)**

A business at least 51% owned and operated by an individual in the U.S. with a disability.

**Service Disabled Veteran Business Enterprise (SVD)**

A business at least 51% owned and operated in the U.S. by an individual considered by the government as a service disabled veteran.

**Veteran Owned Business Enterprise**

A business at least 51% owned and operated by a veteran who served in the U.S. Armed Forces.

1. The contractor(s) should present an Affirmative Action Plan consistent to maximum extent feasible with the school district's affirmative action policies to the School District Compliance Officer. The district recommends goals as follows:

- a. Subcontractors:

Women Business Enterprise Participation (WBE)  
5% of Construction Cost

Minority Business Enterprise Participation (MBE)  
12% of Construction Cost

- b. Workers

Women (Skilled and Unskilled)	20% of the Workforce
Minority (Skilled)	8% of the Workforce
Minority (Unskilled)	15% of the Workforce
People of Color or Indigenous People	32% of the Workforce
Minneapolis Residents	15% of the Workforce

If the above goals are not realistic for a particular project, the contractor can establish goals for that project to be justified by the type of work and available workers for that project. Such reset goals are to be placed in writing as part of the Affirmative Action Plan of the contractor for review and acceptance by the School District Compliance Officer.

2. The contractor will furnish, at the time of each payment request, the monthly work hours of employment reports of the contractor's labor force and the labor force of all other contracts over \$100,000 as for the Project required by Section 139.50 of the Minneapolis Code of Ordinance. The contractor will furnish at the time of each payment request certified payroll reports for the contractor and all subcontractors for the project. In addition, the contractor shall comply with all applicable Federal, State, and Local laws, guidelines, and Rules and Regulations, and will permit access to its books to verify compliance. In addition, contractors shall immediately notify the School District Compliance Officer directly if layoffs cause them to fall below the Affirmative Action goals.

3. The plan must specify the following with regard to subcontractors:

- a. That all subcontractors are accountable for achievement of the project goals.

- b. b. That each subcontractor will include the affirmative action clause as required by Special School District No. 1 A.A. Guidelines in its contract(s) with the contractor.
- c. c. That the contractor will require each subcontractor to develop an Affirmative Action Plan and provide evidence that such has been accomplished within (5) days of opening bid to Minneapolis School District Compliance Officer.
- d. d. That the contractor will conduct a pre-award review of a contract which exceeds \$250,000 to determine if the subcontractor has the ability to comply with its Affirmative Action Plan.
- e. e. That the contractor will require all subcontractors to report information necessary to submit timely EEO/AA information to the Minneapolis School District's Contract Compliance Officer.

## **PRE-CONSTRUCTION**

Prior to the start of a construction project, the design consultant, prime contractor, and subcontractors shall be told by the District if they are required to attend a pre-construction meeting with the assigned District Construction Coordinator and the District or Facility Diversity Officer. If required, attendance of the contractor or subcontractor is required. The meeting will address:

- a. the District's diversity goals and how the contractor and subcontractors may achieve compliance with the goals;
- b. information regarding the monitoring and reporting procedures that will be required for the project; and
- c. information for the contractors and subcontractors about the District's reporting procedures and penalties for non-compliance.

## **PENALTIES FOR NON-COMPLIANCE**

During the performance of the project, the contractor and subcontractors shall agree to the following:

- 1. When the contractor, subcontractor, or District has information indicating that the Affirmative Action and/or Employment Goal Specifications are not being followed, the District will investigate and obtain relevant information. The District will engage in informal discussions with the contractor or subcontractor to understand and resolve the issue.
- 2. If the District has found evidence of a contractor or subcontractor's non-compliance with the Affirmative Action and Employment Goal Specifications and information discussions have not resolved the matter to the District's satisfaction, the District may terminate or suspend in whole or in part the contract with the contractor or subcontractor, and the contractor or subcontractor may be declared ineligible by the District for further District work or contracts. Additionally, the following are available to the District as it chooses:
  - a. The contractor or subcontractor shall be liable for any cost or expenses incurred by the District in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the District under the contract and for administrative costs incurred in seeking compliance.
  - b. The District will have the right to specific performance of this contract.

- c. The District may choose to withhold up to 15 percent of the contract price until such time as the contractor or subcontractor is found to be in compliance, or in the event that withholding a portion of the contract price is not feasible, then liquidated damages of \$500.00 per day for each day the District determines the contractor or subcontractor is not in compliance shall be imposed until the District determines the contractor or subcontractor is in compliance.

## 1.07 EMPLOYMENT RESOURCES

### Construction

<b>Union Apprenticeship opportunities:</b> <a href="http://www.constructioncareers.org/">http://www.constructioncareers.org/</a>	<b>Goodwill Easter Seals</b> 553 Fairview Avenue North St. Paul, MN 55104 651-379-5800 <a href="http://www.goodwilleasterseals.org">http://www.goodwilleasterseals.org</a>
<b>Summit Academy OIC</b> 935 Olson Memorial Hwy. Minneapolis, MN 55405 612-377-0150 <a href="http://www.saoic.org">http://www.saoic.org</a>	<b>Minneapolis Community and Technical College</b> 1501 Hennepin Avenue Minneapolis, MN 55403 612-659-6000 <a href="http://www.minneapolis.edu">http://www.minneapolis.edu</a>
<b>Minneapolis Urban League</b> 2220 16th Avenue North Minneapolis, MN 55411 612-302-3100 <a href="http://www.mul.org">http://www.mul.org</a>	<b>Dunwoody College of Technology</b> 818 Dunwoody Blvd. Minneapolis, MN 55403 612-374-5800 <a href="http://www.dunwoody.edu">http://www.dunwoody.edu</a>

### CERTIFICATION AGENCIES

<b>Minnesota Unified Certified Program (MNUCP)</b> Vender Registry <a href="http://www.MnUCP.org">www.MnUCP.org</a>	<b>Midwest Minority Supplier Development Council</b> 111 Third Avenue South, Suite 240 Minneapolis, MN 55401 612-465-8881 <a href="http://www.affiliate.mmsdc.org/mmsdc/">www.affiliate.mmsdc.org/mmsdc/</a>
<b>Central Certification (CERT) Program</b> 15 W. Kellogg Blvd. City Hall / Courthouse 280 Saint Paul, MN 55102 651-266-8900 <a href="http://www.stpaul.gov">www.stpaul.gov</a>	

### BUSINESS RESOURCES

<b>Metropolitan Economic Development Association</b> 250 Second Ave S, #106 Minneapolis, MN 55401 612-332-6332 <a href="http://www.meda.net">www.meda.net</a>	<b>Association of Women Contractors</b> 1337 St. Clair Ave, Suite 4 St. Paul, MN 55105 651-489-2221 <a href="http://www.awcmn.org">www.awcmn.org</a>
---	--

<b>National Association of Minority Contractors</b> Upper Midwest 4801 South 4th Ave Minneapolis, MN 55419 612-521-3366 <a href="http://www.namc-um.org">www.namc-um.org</a>	<b>Hispanic Chamber of Commerce of Minnesota</b> 401 North Robert Street, Suite 150 St. Paul, MN 55101 763-571-2543 <a href="http://www.hispanicmn.org">www.hispanicmn.org</a>
<b>Minnesota American Indian Chamber of Commerce</b> 1308 East Franklin Ave, Suite 203 Minneapolis, MN 55404 612-877-2117 <a href="http://www.maicc.org">www.maicc.org</a>	<b>U.S. Small Business Administration</b> 100 N 6th Street, Suite 210-C, Butler Square Minneapolis, MN 55403 612-370-2324 <a href="http://www.sba.gov">www.sba.gov</a>
<b>Women Business Enterprise National Council Minnesota</b> 250 Second Ave S, Suite 106 Minneapolis, MN 55401 612-259-6584 <a href="http://www.wbdc.org/MN">www.wbdc.org/MN</a>	<b>Admin Minnesota Material Management Division</b> Administration Building, 50 Sherburne Avenue St. Paul, MN 55155 651-296-2600 <a href="http://www.mmd.admin.state.mn.us">www.mmd.admin.state.mn.us</a>
<b>Minnesota Procurement Technical Assistant Center</b> 250 Second Ave S, Suite 106 Minneapolis, MN 55401 612-332-6332 <a href="http://www.ptac-meda.net">www.ptac-meda.net</a>	<b>Quorum LGBT Business</b> 18 N 12th Street, Suite 3606 Minneapolis, MN 55403 612-460-8153 <a href="http://www.twincitiesquorum.com">www.twincitiesquorum.com</a>
<b>Women Venture LLC</b> 2021 Hennepin Ave, Suite 200 Minneapolis, MN 55413 612-224-9540 <a href="http://www.womenventure.org">http://www.womenventure.org</a>	

END OF DOCUMENT

**SECTION 00 22 13**  
**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**1.01 RESPONSIBLE CONTRACTOR STATUTE**

- A. The following information is a copy of the text of the legislation as published by the State of Minnesota. The Contractors shall be familiar with the Statute and verify compliance with the requirements.
- B. The Contractor responding to the solicitation (Call for Bids) shall submit the following documents.  
(A copy of each is included following this Document.)
  - 1. Attachment A – Prime Contractor Response.
  - 2. Attachment A-1 – First-Tier Subcontractors List.
- C. At the time of Notice of Intent to Award, the selected Contractor shall submit the following documents:
  - 1. Attachment A-2 – Additional Subcontractors List.

**1.02 RESPONSIBLE CONTRACTOR LEGISLATION INFORMATION**

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1.

**[16C.285] RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.**

Subdivision 1.

**Definitions.**

- a. For purposes of this section, the terms defined in this subdivision have the meanings given them.
- b. "Construction contract" means a contract or subcontract of any tier for work on a project.
- c. "Contractor" means a prime contractor or subcontractor, and does not include a material supplier.
- d. "Contracting authority" means a state agency, the Minnesota State Colleges and Universities, the University of Minnesota, the Metropolitan Council, the Metropolitan Airports Commission, or a municipality that enters into a construction contract or authorizes or directs entering into a construction contract.



- e. "Municipality" means a county, town, home rule charter or statutory city, school district, housing and redevelopment authority, port authority, economic development authority, sports facilities authority, joint powers board or organization created under section 471.59 or other statute, special district, instrumentality, drainage authority, watershed district, destination medical center corporation, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.
- f. "Prime contractor" means a vendor that submits a bid or proposal or otherwise responds to a solicitation document of a contracting authority for work on a project or is awarded a construction contract by a contracting authority for work on a project. A prime contractor includes a construction manager for purposes of this section.
- g. "Principal" means an owner holding at least a 25 percent ownership interest in a business.
- h. "Project" means building, erection, construction, alteration, remodeling, demolition, or repair of buildings, real property, highways, roads, bridges, or other construction work performed pursuant to a construction contract.
- i. "Related entity" means:
  - 1) a firm, partnership, corporation, joint venture, or other legal entity substantially under the control of a contractor or vendor;
  - 2) a predecessor corporation or other legal entity having one or more of the same principals as the contractor or vendor;
  - 3) a subsidiary of a contractor or vendor;
  - 4) one or more principals of a contractor or vendor; and
  - 5) a person, firm, partnership, corporation, joint venture, or other legal entity that substantially controls a contractor or vendor.
- j. "Solicitation document" means an invitation to bid, bid specifications, request for proposals, request for qualifications, or other solicitation of contractors for purposes of a construction contract.
- k. "Subcontractor" means a vendor that seeks to enter into a subcontract or enters into a subcontract for work on a project.
- l. "Vendor" means a business, including a construction contractor or a natural person, and includes both if the natural person is engaged in a business.

Subd. 2.

**RESPONSIBLE CONTRACTOR REQUIRED.**

- i. A contractor must meet the minimum criteria in subdivision 3 to be eligible to be awarded a construction contract as the lowest responsible bidder or the vendor or contractor offering the best value as provided in section 16C.28, 103D.811, 103E.505, 116A.13, 123B.52, 160.17, 160.262, 161.32, 161.3206, 161.3209, 161.38, 162.17, 365.37, 374.13, 375.21, 383C.094, 412.311, 429.041, 458D.21, 469.015, 469.068, 469.101, 471.345, 473.4057, 473.523, 473.652, 473.756, 473J.11, or any of their successor provisions.
- ii. This section applies to publicly owned or financed projects where the contracting authority's construction contract with the prime contractor is estimated to exceed \$50,000 and is awarded pursuant to a lowest responsible bidder selection method or a best value selection method. A subcontractor must meet the minimum criteria in subdivision 3 to be eligible to be awarded a subcontract on a project regardless of the value of the subcontract.
- iii. If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

Subd. 3.

#### **MINIMUM CRITERIA.**

Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- 2) the contractor:
  - i. is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
- 3) the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

- 4) the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
- 5) the contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
- 6) the contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
- 7) the contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

- 8) all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Subd. 4.

#### **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document. A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted. A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

Subd. 5.

#### **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 6.

**ADDITIONAL CRITERIA.**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional criteria for defining a responsible contractor.

Subd. 7.

**IMPLEMENTATION.**

The definition of responsible contractor, as defined in subdivision 3, or a statement that the term responsible contractor as used in the solicitation document means a contractor as defined in subdivision 3, shall be included in the solicitation document for all projects covered by this section. The solicitation document for any project shall state that any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. The solicitation document shall provide that a false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement. The solicitation document shall state that a prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7).

Subd. 8.

**EFFECTIVE DATE.**

This section is effective January 1, 2015, and shall apply to all construction contracts entered into based on solicitation documents issued on or after that date.

END OF SECTION

**DOCUMENT 00 22 13a - ATTACHMENT A - PRIME CONTRACTOR**

**RESPONSE RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF**

**COMPLIANCE**

**PROJECT TITLE:** PROJECT NAME

Minn. Stat. § 16C.285, Subd. 7. <b>IMPLEMENTATION.</b> ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...	
Minn. Stat. § 16C.285, Subd. 3. <b>RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.</b> "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul>

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

<b>CERTIFICATION</b>	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:	
1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,	
2) I have included Attachment A-1 with my company's solicitation response, and	
3) if my company is awarded a contract, I will also submit Attachment A-2 as required.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

**MINNEAPOLIS PUBLIC SCHOOLS**

**ASBESTOS ABATEMENT PROJECT SPECIFICATION**

**SPECIFICATION NUMBER: CN- 0701**

**January 1, 2026**

**MINNEAPOLIS PUBLIC SCHOOLS  
FACILITIES DEPARTMENT – Planning, Design & Construction  
1250 WEST BROADWAY STREET  
MINNEAPOLIS, MINNESOTA 55411**



## **TABLE OF CONTENTS**

### **PREFACE**

### **SECTION**

#### **100            CONTRACT REQUIREMENTS**

- 101**            Bonding Requirements
- 102**            Insurance Requirements
- 103**            Damages for Delay
- 104**            Standard Form of Contract
- 105**            Application for Payment

#### **200            GENERAL REQUIREMENTS**

- 201**            Scope of Work
- 202**            Contractor Qualifications
- 203**            Contractor Duties
- 204**            Codes and Regulations
- 205**            Air Monitoring and Work Area Clearance
- 206**            Temporary Facilities
- 207**            Regulated Areas

#### **300            PROJECT SITE WORK**

- 301**            Removal of Asbestos-Containing Materials
- 302**            Project Decontamination Procedures
- 303**            Handling and Disposal of Asbestos-Contaminated Waste Material

**PROJECT SPECIFICATION FOR THE ABATEMENT OF  
ASBESTOS-CONTAINING MATERIALS  
IN FACILITIES OF  
MINNEAPOLIS PUBLIC SCHOOLS**

**ATTACHMENT G**

**PREFACE**

It is to be understood that these specifications are not regulations. While this document refers in some cases to certain federal, state, and local regulations, it is not intended to supersede or supplement any law or regulation, nor is it intended to identify all laws and regulations applicable to asbestos abatement in school buildings.

All Project activities shall be performed, at a minimum, in full compliance with the requirements of all applicable federal, state, and local regulations regarding the abatement of asbestos-containing materials (ACM) in effect at the time of the Project.

In addition to the rules and regulations set forth by the US Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), State of Minnesota Department of Health - Asbestos Abatement Unit (MDH), Minnesota Department of Labor, Occupational Safety and Health Administration (MNOHSA), Minnesota Pollution Control Agency - Division of Air Quality (MPCA-DAQ), Minnesota Department of Transportation (MNDOT), the Project requirements outlined in this specification document shall be enforced.

It is expected that the Asbestos Abatement Contractor (Contractor) will perform abatement activities within full compliance of the required Standards and Regulations, and all methods and designs will be executed as specified. Any damage to Minneapolis Public Schools (MPS) property, equipment or structures, be it physical or cosmetic, will be repaired by or at the expense of the Contractor. MPS reserves the right to stop all work by the Contractor and take whatever actions are deemed necessary should the guidelines of the submitted Project Design and this specification document as well as the applicable regulations not be strictly followed.

It is expected that the Contractor is familiar with all applicable federal, state and local regulations regarding the abatement of ACM as well as this specification document in its entirety. The Contractor is expected to be familiar with MPS's "General Conditions of the Contract" and "Supplementary General Conditions for Asbestos Abatement Projects". Specification items within the "Asbestos Abatement Project Specification" and "Supplementary General Conditions for Asbestos Abatement Projects" which are more stringent than or exceed the requirements of the same subject referenced within the "General Conditions of the Contract" shall be the enforced items for compliance.

**101 BONDING REQUIREMENTS (If Applicable)**

All proof of bonding shall be originals only. No copies or FAX transmittals will be accepted. The companies providing the Bid Bonding, Performance Bonding, and Payment Bonding are required to be licensed in the State of Minnesota and have a minimum of an A- rating according to AM Best. The Contractor should note that the Performance and Payment Bond are one (1) form and are included in Attachment B with the contract. The following Bonds are required for work on this Project:

**A. Bid Bond (If Applicable)**

1. The Bid Bond (or Cashier's Check) is required for all bids. The Bid Bond is to be in the amount of not less than two percent (2%) of the total aggregate amount of the Bid and is due with the Bid.

**B. Performance And Labor and Materials Payment Bond (If Applicable)**

1. All projects will require bonding in the form of a Performance Bond (Attachment B).
2. The Performance Bond, in the amount of one hundred percent (100%) of the contract sum, is due within five (5) business days after receipt of Notice of Award.
3. The Contractor shall furnish a Contractor's Performance Bond on forms supplied by MPS (Owner), executed by a corporate bonding company licensed to transact business in the State of Minnesota and acceptable to the Owner, in the full amount of the contract price. The expense of this bond shall be borne by the Contractor.
4. If at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Minnesota, the Owner may require another surety acceptable to the Owner, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so.
5. In the event of any Change Order resulting in the performance of additional work in connection with the Project, the amounts of such bonds pertaining thereto shall be increased to include the cost of additional work or materials or fixtures to be incorporated into such Project.

**102 INSURANCE REQUIREMENTS**

- A.** The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- |    |  |   |
|----|--|---|
| 1. | <b>Workers' Compensation</b>                                     | Statutory   |
| 2. | <b>Employer's Liability with Asbestos/Lead exclusion removed</b> | Bodily Injury by Accident<br>\$1,500,000 each accident<br>Bodily Injury by Disease<br>\$1,500,000 each employee<br>Bodily Injury by Disease<br>\$1,500,000 policy limit |
| 3. | <b>Commercial Comprehensive</b>                                  | General Aggregate   |

<b>General Liability with Asbestos/Lead exclusion removed</b>	\$1,500,000 Products/Completed Operations Aggregate \$1,500,000 Personal and Advertising Injury \$1,500,000 Bodily Injury & Property Damage Each Occurrence Limit \$1,500,000 Medical Payments \$10,000 Maximum \$10,000 Retention
<b>4. Comprehensive Automobile Liability</b>	Each Occurrence \$1,500,000 Combined Single Limit
<b>5. Owners' Protective Liability (including MPS &amp; I. H. Consultant) with Asbestos/Lead exclusion removed</b>	Each Person \$500,000 Per Claim \$1,500,000
<b>6. Umbrella with Asbestos/Lead exclusion removed</b>	Each Occurrence \$5,000,000 Aggregate \$5,000,000

- B.** Insurance that excludes asbestos abatement shall not be acceptable to MPS.
- C.** Contractor will submit proof of insurance coverages for the active transportation of asbestos-containing waste materials from the project site to an approved asbestos landfill site or the same proof of insurance coverages for any and all transporters subcontracted by the Contractor to provide that service.
- D.** MPS and I. H. Consultant shall be named as additional insured as respects liability coverage. MPS is only to be listed as an additional insured to the State of Minnesota Tort Liability Limit of \$1,500,000. MPS shall be the holder of the original certificate. Certificate holder shall be listed as follows:

**Minneapolis Public Schools  
1250 West Broadway Street  
Minneapolis, Minnesota 55411**

Upon award of a contract, the Contractor will provide to MPS, prior to the commencement of work, a complete copy of the insurance policy, which is in effect for the specific Project. Contractor is responsible for the applicable coverages to be of the “**Occurrence Type**” and the policy document forwarded to MPS will clearly reference that specific coverage type.

- E. Certificates of Insurance acceptable to MPS shall be submitted to MPS within five (5) business days prior to commencement of the Work. **It should be noted that MPS will not allow any work to commence without original project specific insurance certificates.** MPS will assign a specific number that will be utilized to track facility name, individual project, and phase. This number in addition to the Official Publication (OP) number is required to be included on all Certificates of Insurance. These Certificates shall contain a provision that coverages under the policies will not be canceled or amended unless at least thirty (30) days prior written notice has been given to MPS. Contractor is responsible for the applicable coverages to be of the "Occurrence Type" and the project-specific Certificate of Insurance forwarded to MPS will clearly reference that specific coverage type. Contractor shall additionally submit original Certificates of Insurance executed accordingly as outlined above for all subcontractors performing any portion of the contracted Work for the Contractor.
- F. Contractor shall indemnify and hold MPS harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Contractor's contractual obligations. The Contractor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of MPS when applicable, and shall pay all costs and judgments which may issue thereon.
- G. Contractor will be responsible for all loss or damage to all tools, equipment, automotive vehicles, protective fencing, scaffolding, temporary structures, stockpiled and staged materials, property of employees and any other property, the capital cost of which is not included in the cost of work.

### **103 DAMAGES FOR DELAY**

- A. The contract time is the period allotted in the Attachment F.
- B. The Contractor shall be responsible for damages incurred by the Owner and any other separate contractors for delay resulting from the Contractor's failure to complete the Work within the contract time or resulting from the progress of the Work failing to substantially conform to the Work Schedule.
- C. If the Contractor is delayed by the Owner, I.H. Consultant or any agent or employee of any of the foregoing, the contractor's sole and exclusive remedy for the delay shall be the right to a time extension for completion of the contract and not damages. This paragraph does not preclude contractor's recovery of damage for contractor-caused delays under other provisions of the Contract Documents.

### **104 STANDARD FORM OF CONTRACT**

- A. The "Contract" Form of MPS District No. 1 in the City of Minneapolis and State of Minnesota will be the contract document utilized for the Work of this Project.
- B. Contractor is required and presumed to be familiar with this document.

## 105 APPLICATIONS FOR PAYMENT

- A. MPS will assign a specific number that will be utilized to track facility name, individual project and phase. This number in addition to the OP number is required to be included on all Applications for Payments.
- B. Each Application for Payment shall be consistent with previous applications and payments as certified by the I.H. Consultant and paid for by the Owner. Use the current edition of AIA Form G702 and Continuation Sheets G703 as the form for Application for Payment. Continuation Sheet G703 must be broken down by work areas. Applications for partial payment require **5%** retainage to be withheld. Complete every entry on the form(s), including notarization and execution by the person authorized to sign legal documents on behalf of the Contractor. Incomplete Applications for Payment will be returned to Contractor. No rounding of dollar amounts will be allowed, use the correct dollars and cents.
- C. Submit 1 executed forms, with signatures, of each Application for Payment to the I.H. Consultant by means ensuring receipt within 24 hours.
- D. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the work covered by the previous payment. The Owner reserves the right to designate which entities involved in the work must submit waivers.
- E. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of abatement covered by the application. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of work covered by the application that could lawfully be entitled to a lien.
- F. Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- G. Certified Payroll: With each Application for Payment submit certified payroll reports. The dates on submitted certified payroll reports are to correspond with the "Payment to Date" found on the Application for Payment AIA Form G702.
- H. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include, but are not limited to the following:
  - 1. Completion of Project close-out requirements, including all submittals stated within this specification.
  - 2. Assurance that unsettled claims will be settled.
  - 3. Listing of items incomplete and reasons they are not complete and their estimated value.
  - 4. Proof that taxes, fees and similar obligations have been paid.
  - 5. Evidence of Payment: Submit 1 original Contractor's affidavit of Payments of Debts and Claims, AIA Form G706.

6. Release of Liens: Submit 1 original Contractor's affidavit of Release of Liens, AIA G706A.
7. Consent of Surety for Final Payment: Submit 1 original affidavit from Surety Company consenting to final payment (in the full amount of the Contract) being made, AIA Form G707.
8. Final Settlement of Contract with State of Minnesota: Submit Form IC-134, Affidavit for Obtaining Final Settlement of Contract with the State of Minnesota and its Political or Governmental Subdivisions. Form IC-134 is a certificate of compliance with Minnesota Statutes 290.92 and 290.97. The Form requires that a contractor, prime contractor or subcontractor that has a contract with the State of Minnesota or its political or governmental subdivision, complete and submit Form IC-134. In addition, prime contractors that have subcontractors are required to list each subcontractor's name and address on their IC-134 affidavit and attach a certified Form IC-134 from each of the subcontractors to their Form IC-134 when submitting it for certification. The form(s) must be completed in its entirety in order to obtain certification. Refer to Attachment B of bid documents for Form IC-134 and addresses/phone numbers for ordering the Form.

## **200 GENERAL REQUIREMENTS**

### **201 SCOPE OF WORK**

- A. The Project Scope of Work will be defined within the Consultants Attachment F document issued prior to the Project.
- B. Quantities of asbestos containing material (ACM) specified for removal within the Consultants Attachment F will be approximate estimates. It is the responsibility of the Contractor to verify the amount(s) of application and location(s) of ACM specified for removal in the Scope of Work for the Project. This responsibility shall include the removal of any non-ACM materials necessary to gain access to any of the ACM specified for removal. Notification of the MPS Project Manager or his/her representative is required prior to the removal/demolition of any non-ACM materials.
- C. On Multiple-Phase Abatement Projects the Contractor will attend mandatory weekly progress meetings. The function of these meetings is to provide updated abatement schedule information to the construction General Contractor, Subcontractors and on site MPS personnel.

### **202 CONTRACTOR QUALIFICATIONS**

- A. Contractor will provide (per project) proof of a current Minnesota Asbestos Abatement License.
- B. Contractor will provide (per project) proof of Project personnel certifications and documentation. The MPS requirements for EPA-certified and MDH-certified contractor/worker personnel shall be expanded to include ALL contractor personnel assigned to the project with any potential for airborne or waterborne asbestos contamination. This includes, but is not limited to, truck drivers, vacu-loading equipment operators, contractor delivery personnel, etc.

1. Project Site Supervisors, Foremen and all Project Management Personnel:
  - a. Proof of current EPA Contractor/Supervisor Certification.
  - b. Proof of current MDH Contractor/Site Supervisor Certification and hard card.
  - c. The Contractor shall provide a full-time Project Site Supervisor who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. The project Site Supervisor is to be the "Competent Person" as defined by OSHA 1926.58(b). This person shall have had a minimum of three years on the job training in asbestos abatement procedures. Prior to commencing work, the Contractor shall submit the name of the Project Site Supervisor to MPS. The designated Project Site Supervisor shall remain assigned to the Project until it is complete and the Project cannot be reassigned to another Site Supervisor without written notification from the Contractor and the approval by MPS.
2. The Contractor, for and on behalf of the Contractor and Contractor's representatives, hereby agrees to indemnify and hold Owner harmless of and from any and all claims, demands, losses, compensatory damages, punitive damages, treble damages, actions, causes of actions, expenses, costs, attorney's fees or other liabilities of whatsoever kind or nature, whether legal or equitable, arising out of, resulting from or relating to any alleged or actual infringement, whether direct or indirect, of any such patent, including, but not limited to, US Patent No. 4,604,111, issued August 5, 1985, and reaffirmed by the United States Patent and Trademark Office Board of Patent Appeals and Interferences on March 31, 1989, which patent covers a filtration system for asbestos containment and removal utilizing reduced pressurization and filtration. The Contractor and the Contractor's representatives shall be solely responsible for the payment of all royalties, license fees or other sums due to the owner or holder of any such patent rights. The Contractor acknowledges that the Owner, in the negotiation of this Contract, the execution of this Contract and in the performance of the Owner's obligations under this Contract, has relied and will rely upon this warranty, representation and indemnification.
3. Project Workers:
  - a. Proof of current EPA Worker Certification.
  - b. Proof of current MDH Worker Certification and hard card.
4. All Project Personnel:
  - a. Proof of current Medical Surveillance in compliance with OSHA Regulations.



- b. Proof of current Respirator Fit Test Protocol and Records in compliance with OSHA Regulations.
- 5. Contractor will submit proof of compliance with MNOSHA Right to Know regulations for employees, including, but not limited to Material Safety Data Sheets (MSDS). MSDS's must be submitted for each material proposed for use on the Project. Include a separate attachment for each MSDS indicating the specific worker protective equipment proposed for use with the material indicated and/or manufacturer's specification.
- 6. It shall be the requirement of the Contractor to submit requests for Procedural Variances to the MDH. MPS will not be involved in this submittal process.
- 7. If applicable, the Contractor will submit a Confined Space Entry Program and provide documentation of worker awareness of Confined Space Entry procedures.
- C. All phases of the Project will be performed by Contractor personnel with current MDH certification as Workers and Site Supervisors. No Project activities, including containment construction and non-abatement functions, will be performed by personnel non-certified by MDH.
- D. Contractor will provide copies of Notices of Violations (NOVs), citations, and warnings issued to them by federal, state, or local regulatory agencies within the last two (2) calendar years. This includes pending issues.
- E. At no time is Contractor personnel to loiter on MPS property. Interaction between Contractor personnel and the MPS student population will be grounds for immediate Contractor dismissal.

## **203 CONTRACTOR DUTIES**

- A. Except as specifically noted, the Contractor shall provide and pay for all labor, materials, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of the Work.
- B. The Contractor shall pay all legally required state, city, sales, consumer, use, payroll, privilege and other taxes.
- C. The Contractor shall secure and pay for all Permits, Government Fees, Licenses and Waste Disposal Permits and Costs as necessary for proper execution and completion of the work and as applicable at the time of the Project Bid submittal.
- D. The Contractor shall be responsible for serving all required notices including, but not limited to, Minneapolis Fire Department and Minneapolis Police Department with reference to the type of work being performed at the MPS facility, hours of operation per day, days of week scheduled for work, and scheduled duration of the Project.

- E. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities (including Environmental Protection Agency, NESHAPS, Occupational Safety and Health Administration, Minnesota Department of Health - Asbestos Abatement Unit, Minnesota Department of Labor Occupational Safety and Health Administration, Minnesota Pollution Control Agency - Division of Air Quality, Minnesota Uniform Fire Codes and the Minnesota Department of Transportation) which bear on work performance. Where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern.
- F. The Contractor shall comply with all applicable federal, state and local laws regarding job discrimination and payment of prevailing wage rates.
- G. The Contractor shall use the best available technology, procedures and methods for preparation, execution, cleanup, disposal and safety.
- H. The Contractor assumes all responsibility for the proper and safe execution of the Work.
- I. The Contractor shall prepare a listing of damage to the structure, surfaces, equipment or surrounding properties, which could be misconstrued as damage resulting from the Work of the Project. The Contractor shall document the existing conditions, including photographs and/or videotape as necessary, for submission to the MPS Project Manager prior to the start of work.
- J. Contractor will be responsible for any and all damages to MPS facilities resulting from the Project activities. Any damages appearing to be a result of the project activities for which the Contractor can not prove, through photographs or video recordings, were pre-existing will be the responsibility of the Contractor to repair or replace to the satisfaction of MPS and/or its representative(s).
- K. Contractor will be responsible for the professional quality replacement/refinishing of all items and/or surfaces damaged as a result of the Project activities. Any repair work performed that does not meet the requirements of MPS or its designated representative(s) (including, but not limited to architects, engineers, and project managers) will be subsequently repaired or replaced by a professional in the specific trade at the Contractor's expense. Damages to items include, but are not limited to: floor tiles, sheet floor coverings, carpeting, wall/ceiling finishes (paint, paint color, paint finish, textures, acoustical materials, etc.), molding finishes (paint/stain colors and finishes, varnishes), door finishes (paint, stain, varnish) and hardware, flooring substrates, building structural components, roof membranes, roof flashing, ductwork systems, light fixtures and switches, electrical outlets, fire alarm systems, public address systems, irrigation systems, vegetation (e.g., shrubs, grass, trees), facility furnishings, computer equipment and systems, telephone equipment and systems, etc. All repair work will be completed no later than seven (7) business days after receiving the itemized punch list from the I.H. Consulting Firm. Any and all Final Settlement payments and/or retainages will be withheld by MPS at their discretion until such time as the punch list work is performed and completed to the satisfaction of MPS and their representative(s).
- L. Contractor will be responsible for the repair and/or replacement work required for any and all building modifications implemented to facilitate the needs of a Project Design. Building modifications would include, but not be limited to, such items as: floor

penetrations, wall penetrations, foundation penetrations, roof penetrations, dismantling of windows and doors, fencing systems, playground equipment, athletic field equipment, HVAC equipment and components, lighting equipment and components, electrical equipment and components, etc. Any and all building modifications require pre-approval by MPS. All required repairs and/or replacement of building modification items will be in strict accordance with the engineering and/or architectural specifications per modification provided by MPS to the Contractor prior to the work or to original condition. All work will be performed as required by MPS and/or its representative(s) and subject to their approval.

- M.** Contractor will be responsible for the installation of prefabricated access panels at all access locations to work areas for the purpose of abatement staging and access. Work areas that will potentially require new access panels include but are not limited to attics, ceiling spaces, chases, tunnels and crawlspaces. Access panels are to be prefabricated lockable metal fire rated panels sized to facilitate personnel access. The required fire rating will be identified in Attachment F.
- N.** Contractor will be responsible for the identification of any underground utilities at all locations where digging, foundation access or excavation procedures are required. Underground utilities would include, but is not limited to, such items as: Sewer, gas, water and electrical services. Any and all required excavation locations will require pre-approval by MPS. All required repairs/or replacement of underground utility items will be in strict accordance with all owner requirements. At all locations where grass is damaged or destroyed it is required to be replaced using sod. Grass seed application for lawn replacement will not be accepted. The contractor is responsible for any required watering and must guarantee the new sod for thirty days. All work will be performed as required by MPS and/or its representative(s) and subject to their approval.
- O.** MPS requires all Contractor personnel (including subcontractors) to wear an identification badge when at a MPS facility. The identification badge is to remain on personnel and visible at all times. Contractor personnel will not be allowed on-site without an identification badge. The identification badge will contain at a minimum; a legible photograph of the individual (passport size photo), name of the Contracting firm (minimum of 14 font), name of the individual (minimum of 14 font), and plastic laminated. The minimum identification badge size is to be 2.5" X 3.5".
- P.** All Contractor personnel (including subcontractors) who enter a construction environment are required to wear the proper personal protective equipment. The minimum personal protective equipment required to enter the construction environment includes:

  - 1. Hard Hat
  - 2. Safety glasses with side shields
  - 3. Long pants/slacks (no synthetic or sweat pants)
  - 4. Shirt/blouse (shirt must have at least 2 inch sleeves)

- 5. Construction type footwear (no tennis, lightweight hiking, canvas, or nylon type shoes)
- Q. Contractor is required to submit AIA Form G703 (Continuation Sheet) to the MPS Project Manager within 5 business days of Contractor acceptance of Project. The AIA Form is to be broken down by work area.
- R. Daily logs generated by the Contractor are to be **legible** and at a minimum are to contain the following:
  - 1. Date and day of week.
  - 2. Contractor hours on-site.
  - 3. Number of abatement workers on-site.
  - 4. Document OSHA compliant air monitoring is performed and OSHA compliant air monitoring test results are posted on-site.
  - 5. Identify site visitors pertinent to the asbestos abatement.
  - 6. Document incidents/injuries occurring on-site.
  - 7. Document asbestos abatement activities, including number of active containments, work area number (per Attachment F)/location, engineering controls employed (per work area), amount of asbestos containing waste generated.

## 204 CODES AND REGULATIONS

- A. Contractor Responsibility
  - 1. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state and local regulations pertaining to work practices, transportation, disposal, and protection of workers, visitors to the site and persons occupying areas adjacent to the site.
  - 2. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state and local regulations.
  - 3. The Contractor shall hold MPS harmless for failure to comply with any applicable work, transport, disposal, safety, health or other regulation on the part of himself, his employees or his subcontractors.
- B. Federal Codes and Regulations
  - 1. Federal regulations and/or requirements that govern asbestos abatement work or transportation and disposal of asbestos waste materials include, but are not limited to, the following:

U. S. Department of Labor, Occupational Safety and Health Administration (OSHA), including but not limited to:

Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite: Final Rules Title 29, Part 1910, Section 1001 and Part 1926, Section 1101 of the Code of Federal Regulations.

Respiratory Protection: Title 29, Part 1910, Section 134 of the Code of Federal Regulations.

Construction Industry: Title 29, Part 1926, of the Code of Federal Regulations.

Access to Employee Exposure and Medical Records: Title 29, Part 1910, Section 2 of the Code of Federal Regulations.

Hazard Communication: Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.

Specifications for Accident Prevention Signs and Tags: Title 29, Part 1910, Section 145 of the Code of Federal Regulations.

**2.** U. S. Department of Transportation (DOT), including, but not limited to:

Hazardous Substance: Title 29, Part 171 and 172 of the Code of Federal Regulations.

U. S. Environmental Protection Agency (EPA), including but not limited to:

Asbestos Abatement Projects: Worker Protection Rule, Title 40 Part 763, Subpart G of the Code of Federal Regulations.

Asbestos Hazard Emergency Response Act (AHERA) Regulation: Asbestos in Schools Final Rule and Notice, Title 40, Part 763, Subpart E of the Code of Federal Regulations.

Training Requirements of the AHERA Regulation: ACM in Schools, Final Rule and Notice, Title 40, Part 763, Subpart E, Appendix C of the Code of Federal Regulations.

National Emission Standard for Hazardous Air Pollutants (NESHAPS): National Emission Standard for Asbestos, Title 40, Part 61, Subpart A, and Subpart M (Revised Subpart B) of the Code of Federal Regulations.

**3.** State Codes and Regulations

State requirements that govern asbestos abatement work or transportation/disposal of asbestos waste materials include, but are not limited to State of Minnesota, Department of Health Regulations, Minnesota Pollution Control Agency and Minnesota Uniform Fire Codes.

**4. Standards**

- a.** The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, transport, disposal, and protection of workers, visitors to the site and persons occupying areas adjacent to the site. The Contractor shall hold MPS harmless for failure to comply with any applicable standard on the part of the Contractor, the Contractor's employees or the Contractor's subcontractors.
- b.** Standards that govern asbestos abatement work or transport and disposal of asbestos waste materials include, but are not limited to, the following:

American National Standards Institute (ANSI)  
1430 Broadway  
New York, NY 10018  
(212) 354-3300

Fundamentals Governing the Design and Operation of Local Exhaust System Publication 29.2-1979.

Practices for Respiratory Protection Publication  
A288.2-1980.

American Society for Testing and Materials (ASTM)  
1916 Race Street  
Philadelphia, PA 19103  
(215) 299-5400

Safety and Health Requirements Relating to Occupational Exposure to Asbestos, E849-82.

Specification for Encapsulants for Friable Asbestos-Containing Building Materials, Proposal P-189.

**5. EPA Guidance Documents**

- a.** EPA guidance documents that discuss asbestos abatement work or transport and disposal of asbestos waste materials are listed below for the Contractor's information only. These documents do not describe the Work and are not a part of the Work of this Contract.

Asbestos-Containing Materials in School Buildings A Guidance Document, Part 1 and 2 (Orange Book). EPA C00090 (Out of print).

Guidance for Controlling Asbestos-Containing Material in Buildings (Purple Book) EPA 560/5-85-024.

Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763).

Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.

Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials. EPA 560/5-84-006.

Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.

Asbestos Waste Management Guidance. EPA 530-SW-85-007.

Asbestos Fact Book. EPA Office of Public Affairs.

Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials.

Commercial Laboratories with Polarized Light Microscopy Capabilities for Bulk Asbestos Identification.

A Guide to Respiratory Protection for the Asbestos Abatement Industry, EPA-560-OPTS-86-001

**6. Notifications and Permits**

- a.** Minnesota Pollution Control Agency: notification, as required by the USEPA NESHAPS Asbestos Regulations (40 CFR 61, Subpart M), to the Minnesota Pollution Control Agency contact at least ten (10) business days prior to beginning any work on a Project.
- b.** All asbestos-containing waste is to be transported by an entity maintaining a current "Industrial Waste Hauler Permit" specifically for ACM, as required for transporting of asbestos-containing waste to an approved disposal site.

**7. Asbestos Abatement Contractor License**

- a.** Maintain current license as required by MDH Regulations.

**8. Posting and Filing of Regulations**

- a.** Post all notices required by applicable federal, state and local regulations.

**205 AIR MONITORING AND WORK AREA CLEARANCE**

**A. Personnel Air Monitoring**

1. Air monitoring required by OSHA for the asbestos abatement personnel (workers) is the work of the Contractor. Contractor is not responsible for the required OSHA-compliance air monitoring of on-site Air Monitoring Specialist (AMS) personnel.
2. Contractor shall be required to provide OSHA compliance personnel monitoring (including the required 30-minute Short Term Excursion Limit (STEL) air monitoring) as part of the Contract sum.
3. The individual conducting the OSHA-compliance personnel monitoring is required to be qualified for the work as defined in MDH Regulations "General Requirements for Air Monitoring Sample Collection".
4. Contractor shall be required to post at the work site laboratory results of the personnel monitoring within twenty-four (24) hours of collection. This documentation will be provided to MPS on the analytical laboratory's letterhead and posted at the Project as required by OSHA. This information is to be included with the Contractor submittals
5. The MPS-retained I.H. Consulting Firm – AMS will provide on site laboratory analysis at no cost to the Contractor. The Contractor is to use their own air sampling equipment and supplies and perform their own sampling.

**B. Project and Work Area Air Monitoring**

1. This section describes air monitoring provided by MPS to verify that the building beyond the work area and the outside environment remain unaffected and uncontaminated. **These procedures are not to be part of the Project Bid submitted by the Contractor.**
2. Project and Work Area Air Monitoring Procedures - Conducted by MPS-retained I.H. Consulting Firm - AMS.
3. Air sampling flow rates are to be less than 14 liters per minute; this includes but is not limited to Pre-Abatement, Daily, and Final Clearance air sampling. MPS will not allow air sampling flow rates to be 14 liters per minute or greater without prior approval.
4. Pre-Abatement Air Sampling (Baselines) - Collect a sufficient number of baseline air samples inside the building prior to commencement of all abatement activities (within 24 hours of Work Area(s) preparation and/or abatement contractor Work Area(s) mobilization). Baseline air samples are not required to be taken in asbestos contaminated regulated areas scheduled for abatement.
  - a. Air Samples shall be collected to establish normal conditions for comparison if required against future ambient air sample analyses. Baselines are not to be analyzed utilizing TEM methodology unless specified by the MPS representative or indoor air quality exceeds 0.01 f/cc.



- b.** Baseline air samples shall be collected under normal existing air movement (all air handling equipment on).
  - c.** The AMS shall perform hourly air sampling equipment inspections to verify and document proper sample loading and equipment operation.
  - d.** Collected volumes of air shall be in sufficient quantities to comply with MDH Regulation 4620.3597 Subpart 3.
- 5.** Baseline Air Samples shall be collected in the following minimum quantities.
  - a.** Scheduled Abatement Work Area: Air samples per each Work Area shall be at a frequency that will allow the establishment of a new indoor air quality standard, if required. Baseline Air Samples will not be collected inside Work Areas that are posted asbestos regulated areas. Adjacent staging and ambient air locations are to be sampled.
- 6.** Abatement Air Monitoring shall be performed daily and for the duration of all abatement activities as outlined below.
- 7.** Air sampling will be performed at the following locations and in the specified approximate quantities as follows and as required by MDH Regulations. (5 Hours = 1 Work Shift).
  - a.** Outside Containment: Minimum air samples per work shift including the following.
  - b.** Decontamination Unit Entrance: Minimum of one (1) air sample outside the entrance to the clean room (per work shift).
  - c.** Waste Loadout Unit Entrance: Minimum of one (1) air sample outside the entrance to the clean room (per work shift).
  - d.** Outside Containment/Inside Building (Ambient Air): Minimum of one (1) air sample per work shift representative of containment make-up air.
- 8.** Volumes of all air samples collected outside of the Work Area(s) shall comply with MDH Regulations 4620.3597, Subpart 3.
- 9.** Volumes of all air samples collected inside containment areas shall be in sufficient quantities to achieve, at a minimum, an analytical sensitivity of 0.01 f/cc, if possible. If acceptable filter surface loading for proper analysis requires an analytical sensitivity of greater than 0.01 f/cc, the conditions within the containment area(s) causing this condition must be documented within the daily Project submittals and the daily air monitoring analytical reports.
- 10.** Final Clearance Air Monitoring - AMS shall perform air sampling in accordance with requirements of the AHERA regulations (40 CFR Part 763) and MDH Regulations for Final Clearance Air Monitoring purposes. The AMS, based on collection area

square footage and configuration, may determine that additional Final Clearance Air Samples are required.

- a. TEM Final Clearance Air Samples- MPS requires that each of the five (5) inside Final Clearance Air Samples are equal to or below seventy structures per square millimeter (70 s/sq. mm.). If the analytical result of any of the five (5) inside Final Clearance Air Samples is above the clearance criteria level of 70 s/sq.mm., the sample collection area is required to be immediately re-cleaned and re-encapsulated. The TEM final clearance process is then to be repeated.
- b. PCM Final Air Clearances - as per all the requirements of the EPA AHERA regulations and MDH Regulations. This includes a requirement that each of the five (5) Final Clearance Air Samples are equal to or below 0.01 fibers per cubic centimeter (f/cc). Failure of one (1) or more of the five (5) PCM Final Clearance Air Samples will require the Contractor to re-clean and re-encapsulate the entire failed Work Area(s). A new set of five (5) Final Clearance Air Samples will then be collected for PCM analysis.
- c. Final Clearance Air Monitoring Costs - for projects requiring TEM or PCM analysis of final clearance samples, MPS shall provide for payment of only the first set of samples per containment area. Failure on the part of the Contractor to achieve the clearance level criteria (less than or equal to 0.01 f/cc by PCM analysis and less than or equal to 70 s/sq mm by TEM analysis) will require additional sets of Final Clearance Air Samples. Additional Final Clearance Air Sample procedural costs for Industrial Hygiene Consulting Services (including sampling labor costs) and TEM or PCM analysis costs shall be borne by the Contractor. Any and all subsequent analyses shall be performed only by the MPS-approved laboratory or laboratories assigned to the specific project.

## **206 TEMPORARY FACILITIES**

### **A. General**

1. Provide temporary connections to the existing building utilities or provide temporary facilities as outlined herein or as necessary to carry out the Work.
2. Advance notice must be provided to the MPS Project Manager prior to the anticipated interruption of existing utility services for the connection or removal of abatement temporary facilities.

### **B. Scaffolding**

1. Provide all scaffolding, ladders and/or staging, etc., as necessary to accomplish the work of this contract. Scaffolding may be suspension-type, or standing-type, such as metal tube and coupler, tubular welded frame, pole-or outrigger-type or cantilever-type. The type, erection and use of all scaffolding shall comply with all applicable OSHA requirements.

2. The rungs of all metal ladders, etc., must be covered with an abrasive non-slip surface.
3. A non-skid surface is required on all scaffold surfaces subject to foot traffic.

**C. Water Service**

1. Temporary Water Service Connection: If available, existing domestic water service to the building may be used during construction. All connections to the MPS water system shall include back flow protection. Valves shall be temperature and pressure-rated for operation of the temperatures and pressures encountered. MPS will pay all service costs for water used from existing facilities. When domestic water service is unavailable, the Contractor shall be responsible for providing water at the job site.
  - a. After completion of use, connections and fittings shall be removed without damage or alteration to the existing water piping and equipment.
  - b. Leaking or dripping valves shall be repaired or replaced immediately. Contractor is responsible for all damage to existing finishes or equipment due to leaking or dripping valves.
2. Hot Water: If available, hot water may be secured from the building hot water system providing back flow protection is installed at the point of connection as described in Paragraph 1 of this Section, and if authorized by MPS.
3. Hot Water Heater: When domestic hot water service is unavailable, the Contractor shall be responsible for providing a self-contained water heater at the job site. Provide a UL-rated, electric hot water heater to supply hot water for the Decontamination Unit shower as needed.
  - a. Activate the heater from a 30-amp circuit breaker located within the Decontamination Unit sub-panel.
  - b. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL Standards.

**D. Electrical Service**

1. Contractor shall be required to provide Ground Fault Circuit Interrupter (GFCI) temporary electrical power panel connections and disconnections by a state licensed electrician. MPS will not provide any connection and disconnection services for temporary power panels. All temporary electrical power panel connections shall comply with all City of Minneapolis electrical code requirements.
2. General: Comply with applicable NEMA, NECA and UL Standards and Governing Regulations for materials and layout of temporary electric service.

3. Temporary Power: Provide service to the decontamination unit sub-panel with a minimum 60-amp, 2-pole circuit breaker or fused disconnect connected to the building's main distribution panel. The subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
4. Voltage Differences: Provide identification warning signs at power outlets that are other than 100-120 volt power.
5. GFCI Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, a reset button and a pilot light, for plug-in connection of power tools and equipment. All negative pressure differential equipment will be powered through GFCI outlets.
  - a. If the Contractor utilizes a negative pressure differential system that employs HEPA-filtered, forced make-up air within the containment area from additional Negative Pressure Differential Machines, these machines will be installed on the same electrical circuit as the machines establishing the negative pressure differential for the containment area(s). This will prevent a positive air pressure within the containment area(s) if the established negative pressure differential (minimum -0.02 inches/water) is reduced or interrupted.
6. Electrical Power Cords: Use only grounded extension cords. Use "hard-service" cords in areas where the cords will be exposed to abrasion and traffic. Use single lengths or, in areas where single cords will not reach Work Areas, use waterproof connectors to connect separate lengths of electric cords.
7. Lamps and Light Fixtures: Provide general service lamps for all areas of work when natural light is not adequate.
  - a. Protect lamps with guard cages or tempered glass enclosures where fixtures are exposed to breakage by abatement operations.
  - b. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

**E. Temporary Heat**

1. Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed. Use steam or hot water radiant heat where available, and, where not available, use electric resistant fin radiation supplied from a branch circuit with GFCI. Under no circumstances shall forced air or fan-type units be utilized inside a Work Area.

**F. Temporary Cooling**

1. Provide temporary cooling units as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum

conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dusts, fumes, vapors or gases.

**G. Sanitary Facilities**

1. Existing toilet facilities in the containment may not be used by the Contractor's personnel during performance of the Work.
2. Designated toilet facilities outside the containment may be used by the Contractor's personnel during performance of the Work. Contractor shall maintain assigned toilet rooms in a clean and sanitary condition.
3. Where existing toilet facilities are unavailable, provide single-occupant, self-contained toilet units of the chemical type, properly vented and fully enclosed with a shell of glass fiber, reinforced polyester or some other similar nonabsorbent material.

**H. Temporary Fire Protection**

1. Provide and maintain temporary fire protection during construction in accordance with requirements of the local protection code.
2. Comply with local regulations and the applicable recommendations of NFPA Standard 10, "Standard for Portable Fire Extinguishers." Locate the fire extinguishers where they are most convenient and effective for their intended purpose. Provide not less than one extinguisher in each work area, one in the equipment room, and one outside the Work Area in the clean room.

**I. Execution of Electrical Service**

1. Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity and power characteristics to accommodate performance of the work during the abatement period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every portion of the Work Area. All temporary lighting shall remain in place and operational until all phases of the Project are complete including, but not limited to, all Final Visual Inspections and Final Clearance Air Monitoring procedures.
2. Lockout all existing power to or through the Work Area as described below. Unless specifically noted otherwise, existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and decontamination facilities are to be provided from a temporary electrical panel as described below.
  - a. Lockout power to the Work Area by switching off all breakers serving power or lighting circuits in the work area. Label breakers with tape over

the breaker and with the notation "DANGER: Circuit Being Worked On." Lock the panel and have all keys under the control of the Contractor's Superintendent.

- b. Lockout power to circuits running through the Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over the breaker and with the notation "DANGER: Circuit Being Worked On." Sign and date the danger tag. Lock the panel and supply keys to the Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label them at intervals 4 feet on center with tags reading, "DANGER: Live Electric Circuit. Electrocution Hazard".
3. Temporary Electrical Panel: Provide a temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the Work. Protect the panel with circuit breaker or fused disconnect. Locate the temporary panel as directed by MPS. Use of in house electrical outlets is prohibited without approval from MPS. Outlet-type GFCI devices will be required at all locations where use of wall outlets is approved.
4. During the connection of the Temporary Electrical Panel to the existing building electrical system at the existing panel location, **any and all electrical cable necessary for the connection due to the distance from the electrical service panel shall be supplied by the Contractor.**
5. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general, run wiring overhead and rise vertically where wiring will be least exposed to damage from abatement operations. Electrical connections are to be isolated and protected to prevent tampering by non-abatement personnel.
6. Circuit Protection: Protect each circuit with a GFCI of proper size, located in the temporary panel.
7. Temporary Wiring: Wiring in the Work Area shall be Type-UF non-metallic heated cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid-tight enclosures or boxes for wiring devices.

Provide an overload-protected disconnect switch for each temporary circuit located at the power distribution center.

Number of Branch Circuits: Provide sufficient branch circuits as required by the Work. All branch circuits are to originate at the temporary electrical panel. At a minimum, provide the following:

- a. One circuit for each HEPA-filtered Negative Pressure Differential Machine. **Exception for the design engineering controls described in Section 208.D.5.a.**

- b. For power tools and task lighting, provide one temporary 4-gang outlet in the Work Area for each 2,500 square feet of Work Area, and one outlet at each decontamination unit, located in the equipment room (provide a separate 100-120 volt, 20-amp circuit for each 4-gang outlet - 4 outlets per circuit).
- c. Provide one 110-120 volt, 20-amp branch circuits with 4-gang outlet for the Owner's exclusive use while conducting air sampling in each Work Area, at the clean side of each Decontamination Unit, and at each exhaust location for HEPA-filtered Negative Pressure Differential Machines.

## 207 REGULATED AREAS

### A. Securing Work Area

- 1. Secure the Work Area from access by occupants, staff or users of the building. Accomplish this, where possible, by locking doors, windows or other means of access to the area, constructing temporary wood stud and plywood (**minimum ½ inch thickness**) barriers, and/or erecting temporary fencing (minimum 6-foot height). The Work Area is to include:
  - a. Containment areas (including all staging areas).
  - b. Equipment storage areas (interior and exterior of building).
  - c. ACM waste storage areas (exterior of building or approved interior locations).

### B. Scheduling

- 1. Work may typically be permissible during normal working hours in those areas that can be completely secured by lockable doors from access by building occupants and staff, and that have HVAC equipment that can be shut down and locked off. Working hours will be specified within the Project Attachments F document or at the Pre-Bid Conference.

### C. Demarcation of Regulated Area

- 1. Demarcate each Regulated Area with a sheet plastic drop sheet as described below. Post warning signs as required by 29 CFR 1926.1101 and Uniform Fire Code, Section 8707.4. It should be noted that multiple language warning signs maybe required. Where the controlled area is in a large area, such as in part of a boiler room, delineate the area with 3-inch wide polyethylene ribbon with the printed warning, "CAUTION: ASBESTOS REMOVAL". Install this ribbon between 3 and 4 feet above the floor.

## 300 PROJECT SITE WORK

## 301 REMOVAL OF ASBESTOS-CONTAINING MATERIALS



- A.** Containment construction shall consist of polyethylene film that conforms to requirements set forth by applicable regulatory and product testing agencies. Provide the largest size possible to minimize seams utilizing four (4) or six (6) mil thickness as appropriate. Containment construction is to include, but is not limited to Critical Barriers, Mini Enclosures, Limited Engineering Controls, Full Containments, Waste Load Outs, and Personnel Decontamination Units.
- B.** Glovebag Method of Asbestos Removal
1. MPS will allow the use of glovebag removal procedures only when limited amounts (less than twenty-five lineal feet (25') of ACM pipe insulation are to be removed per room. All glovebag method removal work shall be conducted by at least two (2) certified workers. Both workers shall remain in the Work Area until all removal work, final cleaning work and Final Visual Inspections are completed.
  2. In using the glovebag method for removing pipe insulation, disposable clothing and respirators will be required. Workers will wear two disposable suits when performing glovebag activities utilizing a remote Decontamination Unit.
  3. Install the glovebag according to the manufacturer's recommendations and smoke test prior to the removal of any ACM. Cut the covering on the insulation along the top seam to allow wetting of the insulation and cut cover all around section to be removed. Remove in small sections. Lower the insulation material carefully inside the glovebag, do not permit the insulation material to drop. Sliding of glovebags to incorporate the removal of additional insulating material will not be allowed. Contractor is to note that where applicable, insulation located in wall/ceiling penetrations is included in Scope of Work.
  4. Removal of Glovebag and Disposal: Following removal of insulation, ensure that all visible material is inside the bag. Spray all tools in glovebag with amended water while it is still attached. Encapsulate surfaces. Evacuate bag with portable HEPA-vacuum and while the bag is collapsed, squeeze bag below tool pouch, and twist bag. Seal bag with tape or locking ties, separating the waste from the removal area. Vacuum the inside or the top of the glovebag and the unsealed portion of the glovebag below. Keep HEPA-vacuum connected until the glovebag is removed. Cut the glovebag along the top and sides, then remove it from the pipe. Wet pipe and wash all tools and removal area thoroughly. Dispose of glovebag, material, and contaminated equipment in accordance with all applicable federal, state, and local regulations.
  5. The use of a remote Decontamination Unit is required. The location of the remote Decontamination Unit must be pre-approved by the MPS Project Manager/I.H. Consultant/AMS. Procedures for usage and location shall be as stated in MDH Regulations. The Decontamination Unit shall consist of three chambers. The first chamber is the equipment room, the middle chamber is the shower, and the last chamber is the clean room. Decontamination unit requirements are as described in Section 302.C.3.a.
- C.** Methods of Material Wrap and Cut



1. Material wrap and cut removal can only be performed on intact non-damaged asbestos-containing thermal systems insulation.
2. At each designated point, a quantity of insulation shall be removed using glovebag methods as described in Section 301.B (this requirement will be waived if the insulation material at the cut points is a non-asbestos containing insulation). This removal area shall be large enough to allow for the encapsulation of the exposed insulation. At no time shall the Contractor remove more than 25 linear feet per room using glovebag methods.
3. Pre-clean all existing debris from the areas adjacent to the pipe locations using HEPA vacuum and/or wet wipe procedures.
4. For each pipe scheduled for wrap and cut procedures, cut points shall be determined and insulation removed at that point. These locations should be identified by evaluation of the pipe according to its condition, length, location and the ability to extract from the area. Included in the Contractor's Scope of Work is the complete removal of insulation at and within all wall/ceiling penetrations.
5. Upon completion of the glovebag removal procedures all exposed pipe insulation shall be sealed with an approved penetrating (palm grade) encapsulant.
6. Air monitoring samples shall be collected during/following (dependent upon amount of material impacted) glovebag procedures. The area shall only be released when fiber levels are found to be less than or equal to 0.01 f/cc. If fiber levels are detected in excess of 0.01 f/cc, corrective actions shall be initiated immediately.
7. Pre-wet all materials scheduled for component removal using water containing an approved amending agent. Wetting procedures shall be performed so that the outside covering of all components are saturated. This activity is to take place just prior to sealing and cutting of pipe.
8. Install a minimum of two (2) independent layers of six (6) mil polyethylene sheeting over all components scheduled for removal. All polyethylene sheeting shall be installed in a manner that provides an air tight seal around the materials to be sealed.
9. Piping to remain in place shall be supported following material wrap and cut procedures. Residual liquid present within the piping will be contained during the cutting activities. Residual liquid will not be allowed to contact building finishes and remaining pipe insulation materials. Upon completion of the cutting activities the open ends of remaining pipe shall be sealed to prevent residual liquid from leaking out.
10. Pipes shall be cut and readied for removal and disposal according to the District's demolition schedule. Upon completion of the cutting activities, the Contractor shall, prior to the end of the workday, remove the pipe from the work area. No piping, debris or materials involved in this procedure will be allowed to

remain within the building overnight. All materials shall be placed in the disposal dumpster prior to the Contractor's departure each day.

11. The Contractor shall cut no piping unless MPS, the General Contractor, or the I.H. Consultant/AMS gives specific authorization.
12. Piping adjacent to fittings is to be cut by Contractor personnel. Handling of piping with asbestos containing insulation is to be performed by Contractor personnel.
13. The Contractor is responsible for all costs associated with the containerization and disposal of asbestos containing materials. This will include the provision of a lockable dumpster when necessary.

**D. Methods of Removal for Asbestos Flooring Systems**

1. Vinyl Asbestos Floor Tile, Asbestos Sheet Goods and Steel Shot Blasting of Asbestos Mastic
  - a. Installation and/or construction of Critical Barriers, Full Containment, Waste Load Out and Personnel Decontamination Units as defined in Section 302 of this document. The minimum of one (1) layer of four (4) mil thickness polyethylene sheeting for ceilings is not required when non-mechanical methods are used.
  - b. The Contractor will be required to establish, maintain, and record a negative pressure differential of -0.02 inches of water in the work area.
  - c. Removal of the specified ACM will be performed utilizing wet removal methods.
  - d. Steel Shoot Blasting will not be allowed without prior written approval from the MPS Project Manager.
2. Vinyl Asbestos Floor Tile and Asbestos Mastic (Limited Engineering Controls)
  - a. Installation and/or construction of Critical Barriers, Waste Load Out and Personnel Decontamination Units as defined in Section 302 of this document.
  - b. Contractor personnel will be required to don personnel protective clothing and the appropriate respiratory protective equipment.
  - c. Install a six (6) mil polyethylene sheet splash guard at least three feet (3') in height. This splash guard will be applied to all vertical surfaces within the identified Work Area.
  - d. A negative pressure differential will be established and maintained within the Work Area throughout the removal process. The Negative Pressure

Differential Machines will remain in operation until the Work Area has passed Final Clearance Air Monitoring criteria.

- e. MPS will not allow mechanical methods for the removal of the floor tile or mastic. MPS will only permit floor buffers to be utilized to aid in the removal of floor tile mastic under full containment engineering controls (as defined in Section 302 of this document). If full containment engineering controls are utilized, Contractor is responsible for all applicable regulatory notifications and permits.
- f. MPS and/or their representative will perform air monitoring within the Work Area during the removal process. If at any time air monitoring results indicate that 0.01 f/cc or 70 structures/square millimeter has been exceeded, the Contractor will be required to wet wipe/HEPA vacuum the entire Work Area.
- g. Removal of the specified ACM will be performed utilizing wet removal methods. The floor tile and mastic are to remain non-friable during the removal process. If these materials are rendered friable, the Contractor will be required to construct and maintain full containment engineering controls throughout the completion of the removal process. This will be done at no additional cost to MPS.

### 3. Asbestos Mastic

- a. **Contractor is required utilize a low order mastic remover.** Neutralization of all work surfaces is required according to manufacturer's recommendations. Neutralization is to be performed prior to clearance air monitoring. Adjacent floor tile and mastic materials that are not included in the Scope of Work are required to be protected from mastic remover. Following air clearance, the Contractor is required to thoroughly rinse the concrete substrate with clean water three (3) separate times. Each separate rinse is to be performed using clean water, mop heads and buckets with rinse water being extracted following each rinse. Additional rinsing may be required if the Contractor fails to remove residual mastic remover.

## E. Method of Removal for ACM-Contaminated Soil

- 1. The Contractor will be required to provide to MPS and/or their representative estimated quantities of all ACM included within the Scope of Work per Work Area. These ACM quantities are to include, but not be limited to, all ACM-contaminated soil, pipe insulation, associated fittings, duct insulation and any other ACM's specified within the Scope of Work for the crawl space(s). The calculated quantities are to be represented in cubic yards and there must be a separate quantity for each type of material that is to be removed. The calculations for soils are to be based on the required removal of a minimum of three (3) inches. These calculations will be verified by the MPS-retained I.H. Consultant. The purpose of these calculations is to aid MPS and the Contractor in tracking (through waste manifests) the progress and substantial completion of

the removal process in each identified crawl space Work Area. These quantity estimates will be submitted to MPS and/or their representative at the same time as the Project Design.

2. All ACM-contaminated soils will be removed from MPS facilities through the proper utilization of HEPA-filtered Vacu-loading equipment exclusively. No other methods for the removal of these materials will be acceptable without prior MPS approval of an alternative procedure designed as a response to a technical inability to utilize said equipment. All soil removal is to be performed utilizing full enclosure procedures as defined in Section 302 of this document.
3. Removal of ACM-contaminated soils will be performed utilizing wet methods. The Contractor must provide notification to and obtain written permission from the appropriate regulatory agency or agencies if the HEPA-filtered Vacu-loading equipment is utilized on unwetted (dry) soils. HEPA-filtered Vacu-loading of unwetted (dry) soils may be interpreted as a "dry removal" which requires the granting of a Procedural Variance from the appropriate regulatory agency or agencies.
4. When the removal of TSI is also within the Scope of Work, the Contractor will be required to place a four (4) mil polyethylene drop cloth underneath the pipe runs. The polyethylene drop cloth should be of a sufficient size to ensure that any resultant TSI debris will fall onto the drop cloth.
5. Start removal at the point of work farthest from the Decontamination Unit and proceed toward the Decontamination Unit. The entire surface of the identified ACM-contaminated soil within the Work Area will be vacuumed through the use of the HEPA-filtered Vacu-loading equipment. Hand raking or localizing of the surfaces and visible debris will be strictly prohibited due to the potential for the covering or integrating of the ACM debris below grade. Once the HEPA-filtered Vacu-loading equipment procedures are completed, do not permit traffic into the abated area.
6. ACM-Contaminated soils shall be removed to a minimum depth of three (3) inches or to a greater depth sufficient to facilitate clearance by PLM sample collection analysis (U.S. EPA Interim Method EPA 600/M4-82-020) performed by the MPS-retained Industrial Hygienist. At all times, a minimum depth of three (3) inches will be removed from areas of ACM-contaminated soil. Piles of soil and a minimum of three (3) inches of soil below the piles will be removed and are included within the Contractors scope of work.
7. It is to be understood that there will potentially be localized areas of ACM-contaminated soil in which three (3) inches of soil removal will not be sufficient to document uncontaminated soil conditions. It shall be the Contractor's responsibility to remove soil to a sufficient depth to meet MPS PLM clearance criteria in each Work Area of the Project prior to the collection of the aggressive final TEM clearances. MPS PLM clearance criteria requires that additional cleaning and/or removal be performed if the first round of PLM soils analysis indicates "trace" amounts or greater of asbestos content.

**8. Clearance Criteria for Areas of ACM-contaminated soil**

- a.** Contractor will request a visual inspection of the Work Area(s) by the MPS representative and/or the onsite AMS/I.H. Consulting Firm when the specified Scope of Work has been completed utilizing the required abatement procedures within a Work Area. The visual inspection is to determine if the abated pipes, fittings, vessels and ductwork are adequately cleaned of gross ACM debris to facilitate encapsulation and/or if the soil layer is adequately cleaned of gross ACM debris for the collection of random bulk (PLM) samples. Contractor is expected to meet any and all reasonable requirements specified by the AMS/I.H. Consulting Firm for the re-cleaning of surfaces and areas. All surfaces of the Work Area specified for abatement will be substantially cleaned of all visible ACM debris.
- b.** Following the successful completion of the visual inspection by the AMS/I.H. Consulting Firm, randomly selected soil samples will be collected for PLM analysis (U.S. EPA Interim Method EPA 600/M4-82-020). It is the responsibility of the AMS/I.H. Consulting Firm to adequately divide the Work Area(s) into nine (9) or more approximately equal-sized grids for the collection of one (1) bulk sample from each grid within the Work Area(s) at a randomly selected location within each grid area. MPS reserves the right to authorize the AMS/I.H. Consulting Firm to divide each Work Area into more than nine (9) grid sample areas if nine (9) are deemed inadequate. At no time will a Work Area be divided into less than nine (9) grid sample areas nor will less than a total of nine (9) bulk samples be collected per Work Area.
- c.** Bulk sample analytical results indicating zero percent (0%) asbestos content within the soil layer will be required for clearance of crawl space soil area(s) following the collection of one (1) set of nine or more clearance bulk samples.
- d.** Bulk sample analytical results indicating asbestos content of greater than one percent (1%) within the soil layer will require that the Contractor remove an additional minimum of one (1) inch of soil from the approximate area of the grid area(s) that failed. A visual inspection will follow and subsequent bulk sample(s) will be collected and analyzed.
- e.** Bulk sample analytical results indicating one percent (1%) or less (trace amounts) of asbestos content within the soil layer will require that the Contractor subject the soil layer within the approximate area of the grid area(s) that failed to, at a minimum, a surface re-cleaning via the HEPA-filtered Vacu-loading equipment. Some soil removal with said equipment may be additionally required. A visual inspection will follow and subsequent bulk sample(s) will be collected and analyzed.
- f.** Two (2) consecutive bulk samples collected from one (1) sample grid area yielding analytical results of trace amounts of asbestos content

within the soil layer will be considered sufficient for the PLM clearance of crawl space soil areas.

- g.** Following the PLM clearance of all grid sample areas within a crawl space soil Work Area, the Contractor will be authorized to proceed with the required encapsulation procedures to facilitate the collection of TEM final clearance air samples.

## **302 PROJECT DECONTAMINATION PROCEDURES**

### **A. General**

- 1.** The work specified in this section includes the decontamination of air in the Work Area that has been or may have been contaminated by the elevated airborne asbestos fiber levels generated during the asbestos abatement activities, or that may previously have had elevated fiber levels due to friable ACM in the space.
- 2.** The work includes the cleaning, decontamination and removal of potential temporary barriers installed prior to the asbestos abatement work.

### **B. Preliminary Cleaning**

- 1.** Perform preliminary cleaning in accordance to all applicable federal, state, and local regulations.
- 2.** I.H. Consulting Firm/AMS or MPS Project Manager shall perform visual inspections before and after the installation of critical barriers and the construction of the containment area(s).

### **C. Containment Construction**

- 1. Critical Barriers**

  - a.** MPS prohibits the use of spray adhesives for the attachment of all temporary critical barriers to any and all interior surfaces and/or components of any MPS facility. This includes, but is not limited to, walls (painted, textured, papered, unfinished, etc.), ceilings (painted, textured, spray-applied, unfinished, etc.), doors (painted, varnished, unfinished, etc.), door openings (frames, jambs, casings, hardware, etc.), window openings (frames, jambs, casings, hardware, etc.), ceiling components or systems (suspended ceiling tiles, glue-applied ceiling tiles, tectum ceiling panels, suspended ceiling tile/panel grid systems, etc.), and fixtures (lights, switchplates, electrical outlet cover plates, heating/ventilation/air conditioning system diffuser grilles, HVAC ductwork openings, unit ventilator assemblies, etc.).
  - b.** Completely separate the Work Area from other portions of the building, and the outside, by closing all openings/cracks with polyethylene sheeting barriers at least six (6) mil in thickness.

- c. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors, speakers and other openings into the Work Areas with polyethylene sheeting. Maintain seal until all work, including project decontamination, is completed. Take care in sealing of lighting fixtures to avoid melting or burning of polyethylene sheeting.
- d. Provide polyethylene sheeting barriers at least six (6) mil in thickness as required to seal opening completely from the work area into adjacent areas. Seal the perimeter of all polyethylene sheeting barriers with duct tape.
- e. Contractor must be able to establish and maintain a minimum negative pressure differential of -0.02 inches/water following the installation of critical barriers and before the installation of floor, wall, or ceiling polyethylene sheeting. It is required that this activity be witnessed/documentated by the on site AMS.

## 2. Application of Polyethylene Sheeting (**Full Containment**)

- a. MPS prohibits the use of spray adhesives for the attachment of all temporary containment or enclosure polyethylene sheeting to any and all interior surfaces and/or components of any MPS facility. This includes, but is not limited to, walls (painted, textured, papered, unfinished, etc.), ceilings (painted, textured, spray-applied, unfinished, etc.), doors (painted, varnished, unfinished, etc.), door openings (frames, jambs, casings, hardware, etc.), window openings (frames, jambs, casings, hardware, etc.), ceiling components or systems (suspended ceiling tiles, glue-applied ceiling tiles, tectum ceiling panels, suspended ceiling tile/panel grid systems, etc.), and fixtures (lights, switchplates, electrical outlet cover plates, heating/ventilation/air conditioning {HVAC} system diffuser grilles, HVAC ductwork openings, unit ventilator assemblies, etc.).
- b. MPS will only allow the use of spray adhesives for the attachment or fastening of polyethylene sheeting to other polyethylene sheeting and/or other containment components owned by the Contractor and brought onto the MPS site for the construction of the temporary containment or enclosure structure(s).
- c. Provide a single polyethylene film in the largest sheet size possible to minimize seams, a minimum of four (4) or six (6) mils thick as indicated.
- d. Cover all floors not scheduled for removal and wall surfaces in the Work Area with polyethylene sheeting taped securely in place. Use a minimum of one (1) layer of four (4) mil thickness polyethylene sheeting on walls, minimum of one (1) layer of four (4) mil thickness polyethylene sheeting for ceilings and a minimum of two (2) layers of six (6) mil thickness polyethylene sheeting on floors. Cover floors first so that polyethylene sheeting extends at least twelve (12) inches up on walls, then cover walls



with polyethylene sheeting to extend past the floor seams a minimum of twenty-four (24) inches. This process will be repeated with both (walls and floors) second layers. At no time will polyethylene sheeting seams meet at either the floor-to-wall junctions or wall-to-wall junctions.

- e. The ceiling polyethylene sheeting, if applicable, shall be placed last and shall extend down the wall a minimum of 12 inches.
- f. Form a sharp right-angle bend at junction of floors, walls, and ceilings so that there is no radius that could be stepped on causing any attachments to be pulled loose.
- g. Continuously monitor the containment barriers visually or using the smoke method to ensure the integrity. Repair damaged barriers and remedy defects immediately upon discovery.
- h. Contractor will provide and install viewing windows of sufficient size and in sufficient available locations to provide for observation of abatement activities by MPS project personnel and representatives.
- i. If the Project Scope of Work involves the dividing of a Work Area into any components that do not equal the entire space through the use of erecting polyethylene sheeting barriers, one (1) layer of this barrier must be a critical barrier. A minimum of two (2) layers of polyethylene sheeting will be required for the construction of polyethylene sheeting barrier walls - a critical barrier and the minimum one (1) wall layers of the containment.
- j. In exterior applications or when there is a potential for the containment or a portion(s) of the containment to be exposed to the elements, this containment or portion(s) of this containment will be required to be protected or housed within a structure constructed of exterior grade materials (i.e. CDX grade plywood), minimum 1/2" thickness, with framing members spaced at a maximum of 24" on center.

### 3. Decontamination Units

- a. Provide personnel Decontamination Units consisting of an arrangement of connected rooms or spaces consisting of a changing room, shower room and equipment room which are separated by air locks. Personnel are to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. All polyethylene sheeting utilized for the construction of the Decontamination Unit will be a minimum of two (2) layers of six (6) mil. Air locks are required to be "Z" flap type using a minimum of six (6) mil polyethylene sheeting. The use of pre-fabricated pop up decontamination unit chambers will not be allowed without MPS approval. The Decontamination Units will be constructed of materials that will enable the units to be padlocked, and in effect deny access to the containment area. In exterior applications or unsecured interior areas of a facility, the decontamination units and/or the structures constructed to house them will be built of exterior grade materials (i.e. CDX grade



plywood), minimum 1/2" thickness, with framing members spaced at a maximum of 24" on center.

- b. Provide a shower head producing a spray of water that can be adjusted for spray size and intensity. Supply the shower with hot and cold potable water. Arrange so that the control of the water temperature, flow rate and shut-off is from inside the shower unit adjustable at the shower tap as required by MDH Regulations.
  - c. Provide an additional one-piece waterproof shower leak basin with an approximate depth of 6 inches, fabricated from seamless material. The required shower leak basin is to be separate from the portable shower unit. The portable shower unit is to be set up inside the separate shower leak basin. This is to act as a catch basin to protect MPS flooring materials and facility finishes in the event that the shower unit leaks. At no time will standing water in the catch basin be permissible. All water from the shower unit, including catch basin water, will be properly filtered.
  - d. The Contractor must demonstrate, prior to the removal of any ACM that the hot/cold water and shower filtering pump are properly functioning.
  - e. The use of reusable garments (e.g. nylon swimsuits) underneath disposable protective clothing will not be permitted to be removed from the Work Area except as appropriately bagged ACM waste.
  - f. All filtered shower water will be discharged into sanitary sewer lines. Discharge into non-sanitary floor drains and/or storm drains will be strictly prohibited.
- 4. All containment areas shall be constructed to include a three-stage Waste Load Out Unit. This unit shall be separate from the Decontamination Unit and shall be used as a temporary storage area for bagged waste and as a port for the transfer of bagged waste to the waste transport vehicle. All polyethylene sheeting utilized for the construction of the Waste Load Out Unit will be a minimum of two (2) layers of six (6) mil. Air locks are required to be "Z" flap type using a minimum of six (6) mil polyethylene sheeting. The use of pre-fabricated pop up load out unit chambers will not be allowed without MPS approval. The Waste Load Out Units will be constructed of materials that will enable the units to be padlocked, and in effect deny access to the containment area. In exterior applications or unsecured interior areas of a facility, the Waste Load Out Units and/or the structures constructed to house them will be built of exterior grade materials (i.e. CDX grade plywood), minimum 1/2" thickness, with framing members spaced at a maximum of 24" on center. Ingress and egress of Contractor personnel through the Waste Load Out Unit is strictly prohibited.
- 5. Duct Tape.
  - a. Provide duct tape in 2-inch or 3-inch widths as indicated, with an adhesive that is formulated to aggressively stick to sheet polyethylene.

**6. Spray Adhesive**

- a.** Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene. The use of spray adhesives onto any MPS facility surfaces is strictly prohibited.

**7. Expanding Foams**

- a.** The use of expanding foams in the construction of containments will only be allowed following approval for use from MPS. Approval from the on site I.H. Firm or AMS WILL NOT be considered as approval from MPS.
- b.** The use of expanding foams WILL NOT be allowed inside containment prior to successful completion of the final inspection by the MPS representative, the I.H. Firm or AMS.

**8. Wetting Material**

- a.** For wetting of ACM prior to disturbance and/or during removal procedures, use amended water. Provide water to which a surfactant has been added. Use a mixture of surfactant and water that results in wetting of the ACM and retardation of fiber release during disturbance of the ACM equal to or greater than that provided by the use of a surfactant consisting of one (1) ounce of 50% polyoxyethylene ether mixed with five (5) gallons of water.
- b.** For wetting prior to disturbance of ACM, use a removal encapsulant. Provide a penetrating type of encapsulant designated specifically for removal of ACM. Use a material that results in wetting of the ACM and retardation of fiber release during disturbance of the ACM.
- c.** Thoroughly wet the ACM to be removed prior to stripping and/or tooling, to reduce fiber dispersal into the air.
- d.** Saturate the ACM sufficiently to wet without causing excess dripping. Allow time for amended water to penetrate the ACM thoroughly.
- e.** Spray the ACM repeatedly with amended water during the work process to maintain a continuously wet condition.
- f.** If applicable, perforate outer covering of any insulation that has been painted and/or jacketed in order to allow penetration of amended water, or where necessary, carefully strip away the outer covering while simultaneously spraying amended water on the installation, to minimize dispersal of asbestos fibers into the air.
- g.** Mist the Work Area air continuously with amended water through the use of airless spray equipment during all removal activities to reduce airborne fiber levels throughout the duration of the Project.



- b.** A copy of the strip chart is to be included in the Contractor's Post Project Submittals along with explanations, per occurrence, if the measured negative pressure differential is below -0.02 inches of water. Strip chart recordings are to identify the work area, date, required minimum engineering controls and phase of abatement.
- c.** Any and all make-up air filters installed within containment barriers will be a minimum of a Negative Pressure Differential Machine secondary filter.
- d.** All venting of HEPA filtered exhaust is to be to the outside of the building. Interior venting of HEPA exhaust will require prior approval from MPS. Interior exhaust locations approved by MPS require continuous air monitoring.

**10. Final Cleaning**

- a.** Perform the final cleaning operations of all surfaces of the Work Area, including items of polyethylene sheeting, tools, scaffolding and/or staging, using wet-cleaning methods and/or HEPA-filtered vacuum equipment.
- b.** Do not perform dry dusting or dry sweeping. Use each surface of a dark cleaning cloth one time only and then dispose of as contaminated waste.
- c.** Continue the cleaning until there is no visible debris from removed materials or residue on polyethylene sheeting or other surfaces.

**11. Final Visual Inspection**

- a.** The Contractor is to perform a complete inspection of the entire Work Area before notifying the AMS or MPS Project Manager. The inspection is to include all surfaces, ceilings, walls, floors, Decontamination Units, Waste Load Out Units, all polyethylene sheeting, seals over ventilation openings, doorways, windows, and other openings. Inspect for debris from any sources, residue on surfaces, dust or other matter. During inspection, sweep the entire Work Area, with exhaust from forced-air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). If any debris, residue, dust or other matter is found, repeat cleaning and continue decontamination procedures.
- b.** When the Work Area is visually clean, and if, after sweeping all surfaces with the leaf blower, no debris, residue, dust or other material is found, notify MPS that the Work Area is ready for visual inspection and provide the following:
  - i.** Temporary Lighting: Provide lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand-held lights capable of reaching all locations in Work Area.

- ii. Lifts: Provide ladders, scaffolding and lifts as required to provide access to all surfaces in the area to be subject to visual inspection. Access is to allow touching of all surfaces.
- c. I.H. Firm/AMS and/or MPS Project Manager shall perform the Final Visual Inspection prior to encapsulation. AMS or I.H. Firm is authorized to perform the Final Visual Inspection if the MPS Project Manager is not available.
- d. Contractor shall provide a minimum of two (2) sets of protective clothing and respiratory protection equipment (equal to the equipment being utilized by the workers) and said equipment shall be reserved for availability to authorized visitors.

## 12. Encapsulation

- a. Following passing of the visual inspection, perform post-removal encapsulation of substrata. Maintain the negative pressure differential system in operation during the encapsulation work.
- b. An approved encapsulant shall be applied, using low pressure or airless spraying equipment, to all areas of the project where ACM has been removed.
- c. Encapsulants utilized shall be of a type that dries to a clear finish only. No coloring agents shall be added to encapsulants unless specified or pre-approved by MPS. MPS reserves the right to require the addition of an appropriate coloring agent to the encapsulant when necessary. All encapsulants shall be compatible with the replacement materials to be used (e.g. any spray back materials, mastic adhesives, etc.). If any encapsulant is incompatible with the substrata, the Contractor shall be fully responsible for providing an alternate encapsulant that is compatible, at no additional cost to MPS. All encapsulants utilized by the Contractor will be suitable for the area of application with respect to heat resistance, compatibility to surfaces, reapplied replacement materials. Encapsulant will be a product tested and designated for the specific use. In areas where replacement flooring materials (VCT, vinyl sheet flooring) are to be installed, the encapsulant is to be compatible with the flooring/adhesive materials. Any form of paint products (latex or oil-based) will not be acceptable for use as a required encapsulant.
- d. Contractor must adequately encapsulate any and all thermal system insulation specified to remain in place following abatement procedures (e.g. exposed pipe insulation ends). Contractor will utilize an approved non-ACM encapsulant (e.g. "palm grade" bridging encapsulant) for this purpose. The use of duct tape or any other unapproved encapsulating material will be strictly prohibited.
- e. Following encapsulation, the negative pressure differential equipment will remain operational to maintain the required negative air pressure within

the containment area (minimum -0.02 inches of water as measured by manometer) and to allow the negative pressure differential system to clean the air of the containment of any residual airborne asbestos fibers.

- f. The AMS shall perform the aggressive Final Clearance Air Monitoring of the Work Area as per the requirements of the applicable federal, state and local regulations and Section 207 of this Specification. **It should be noted that the Final Clearance Air Monitoring will be performed with only critical barriers in place.**
- g. Contractor will be responsible for periodic inspections of Negative Pressure Differential Machines to ensure their continuous required operation and the established negative pressure differential (minimum 0.02 inches/water for full containment procedures) for all containment areas including Mini Enclosures until such time as the Final Clearance Air Monitoring analytical results are received and posted.
- h. It is the responsibility of the Contractor to notify the applicable Minnesota regulatory agencies regarding the scheduled visual inspection prior to the collection of the required final clearance air samples. It is the option of these inspectors to perform a visual inspection following the collection of the final clearance air samples that have met or exceeded the required clearance criteria.

### 13. Removal of Work Area Isolation

- a. MPS may reject abatement work that fails to meet clearance requirements as outlined in this document. Contractor shall promptly correct any deficiencies resulting in rejection of the work. If clearance air sampling demonstrates that asbestos concentrations are above the levels established for clearance of MPS asbestos abatement projects, Contractor shall promptly reclean the affected area and initiate other procedures necessary to reduce airborne asbestos concentrations to acceptable levels. All corrective measures associated with failed final clearance tests, including recleaning, other remedial actions, additional required air sampling and/or additional final clearance air sampling procedures and analysis by an industrial hygienist and laboratory selected by the MPS, shall be conducted at Contractor's expense, unless Contractor can establish to the Owner's satisfaction that unrelated activities are responsible for the failed tests.
- b. Remove all critical barrier sheeting and perform the final cleaning operations of all surfaces in the Work Area in the same manner as the first cleaning (this cleaning is now being applied to existing room surfaces). Take care to avoid marks or other damage to the surfaces.
- c. After all requirements of this section have been met, remove the Work Area isolation in the sequence outlined in this paragraph. Shut down and remove the negative pressure differential system. Seal HEPA-filtered fan units, HEPA-vacuums and similar equipment with 6-mil polyethylene

sheeting and duct tape to form a tight seal at intake end before being moved from the work area. Remove personnel and material Decontamination Units. Remove the critical barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found with wet-wiping, HEPA-vacuums and local area protection. If significant quantities as determined by MPS Representative are found, then the entire area affected shall be decontaminated. Remove all equipment, materials and debris from the Work site. Dispose of all remaining asbestos-containing waste material (including all dismantled polyethylene sheeting components) as specified in Section 302 of this Specification.

- d. Contractor shall be responsible for the removal of all polyethylene sheeting barriers and the associated duct tape/spray adhesive residue. This shall include, but not be limited to, all polyethylene sheeting containment components, critical barriers, mini containment components, wall/ceiling/floor penetrations, barrier tape attachment locations, warning signage locations, etc.

**14. Punch List.**

- a. The Contractor will submit to the MPS Project Manager a notarized copy of the itemized punch list compiled by the I.H. Consulting Firm stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the I.H. Consulting Firm representative. This submittal to MPS is required within seven (7) business days of receiving the punch list itemizing the work to be completed or corrected from the I.H. Consulting Firm.

**303 HANDLING AND DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL (ACWM)**

This section describes the storage and disposal of ACWM's including containerization of ACWMs.

**A. Handling and Storage Requirements.**

- 1. At NO time are ACWMs to be stored inside of the facility without prior consent from the MPS Project Manager. When the storage of ACWMs inside a facility is allowed, the Contractor is responsible to maintain security (lock doors, lockable containers) for the ACWMs.
- 2. At NO time are unsecured ACWMs, materials labeled as ACWM or ACWM receptacles to be left unattended by Contractor personnel.
- 3. At NO time are ACWMs to leave a MPS project site in an uncovered and unlined truck/trailer. The requirement for the lining of the enclosed truck/trailer does not include the installation of a ceiling lining.



4. The Contractor is to receive prior consent from the MPS Project Manager for ACWM storage areas and the methods of isolation.
5. Any exterior storage areas for ACWMs (including storage trailers, transport trailers, roll-off dumpsters, and vehicles) are to be fenced by the Contractor with temporary free standing chain link fencing (minimum 6 foot height). Storage trailers, transport trailers, roll-off dumpsters and fencing are to be secured by chains and padlocks when unattended. At NO time will trailers or roll-off dumpsters containing ACWMs be left uncovered, unattended or unsecured (locked).
6. Any equipment or area(s) utilized for the transportation or storage of ACWM shall be lined with a minimum of one (1) layer of 6 mil polyethylene sheeting. These include, but are not limited to:
  - a. Interior Storage Areas (pre-approved by MPS for use)
  - b. Exterior Storage Areas (pre-approved by MPS for use)
  - c. Storage Trailers, Roll-off Dumpsters, or Vehicles
  - d. ACWM Receptacles
  - e. Carts
7. No ACWM will be removed from any regulated area(s) during normal school hours. The only permissible time for ACWM loadout will be between the hours of 6:00 P.M. and 4:00 A.M. on school days or MPS-approved alternate times if specific activities involving any building occupants or visitors (e.g., students, faculty, parents, general public) are scheduled in or adjacent to the waste loadout pathway.
8. Contractor will isolate, through the placement of barrier tape and/or barricades, the entire pathway through the building that is to be utilized for the transfer of containerized ACWM from the regulated area(s) to the storage area or transport vehicle. This isolation procedure will ensure that no unprotected building occupants or visitors can access any location near or adjacent to the waste loadout pathway. It is the Contractor's responsibility to ensure that all physical entry into the area and visual observation of the procedures is properly controlled if not eliminated.
9. Removal of all non-asbestos waste materials generated by the project is limited to the same restrictions for loadout as ACWMs. This restriction will eliminate the potential for loadout of non-asbestos waste materials to be mistaken for actual ACWM loadout by facility personnel/visitors (students, faculty, custodial staff, parents) and/or the general public (parents, neighborhood residents).

**B. Handling and Disposal Submittals**

1. Submit the following to MPS for review:
  - a. A copy of the state or local license for the waste hauler.



- b. The name and address of the landfill where the asbestos-containing waste materials are to be buried. Include the contact person's name and telephone number.

**C. Disposal Bags**

1. Provide 6 mil thick leak-tight polyethylene bags labeled with text as follows:

**FIRST LABEL** (provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication Standard):

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD**

**SECOND LABEL** (provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR Parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986, and revised February 17, 1987):

**HQ Hazardous Substance  
Solid, NOS  
NA 2212  
Class 9  
(Asbestos)**

**THIRD LABEL** (provide in accordance NESHAP regulation EPA 340/1-90-015, "A Guide to the Asbestos NESHAP, Revised November 1990). **Label information is to include:**

**Generator identified as follows:**

**Minneapolis Public Schools  
1250 West Broadway Street  
Minneapolis, Minnesota 55411**

**Facility of origin identified as follows:**

**Name of MPS Facility  
Street Address of MPS Facility  
Minneapolis, Minnesota Zip Code**

**Contracting firm responsible for transportation and disposal:**

**Name of Asbestos Abatement Contracting Firm  
Street Address of Firm  
City, State and Zip Code  
Area Code and Telephone Number**

- D.** MPS requires the use of transparent polyethylene, labeled, 6-mil disposal bags. The use of colored disposal bags (e.g., black, yellow, or other non-transparent polyethylene) will be strictly prohibited for the containerization, transportation and disposal of asbestos-containing waste materials originating from any MPS site or facility. Disposal bags are to be individually goosenecked and doubled to prevent leakage.
- E.** Fiberboard Drums
1. Provide heavy-duty leak-tight fiberboard drums with tight-sealing, locking metal tops.
  2. Line all drums with two (2) 6 mil disposal bags as specified in Section 303A. and 303C.
- F.** Paperboard Boxes
1. Provide heavy-duty corrugated paperboard boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.
  2. Line all boxes with two (2) 6 mil disposal bags as specified in Section 303A. and 303C.
- G.** Steel Drums
1. Provide steel drums for containerization and disposal of rigid and/or jagged materials (i.e. plaster lath, wire-embedded thermal lagging).
  2. Provide to MPS proof of the source of origin and type of materials previously contained in the drums.
  3. Line all steel drums with two (2) 6 mil disposal bags as specified in Section 303A. and 303C.
- H.** Disposal Manifests
1. Contractor shall provide to the MPS Project Manager (MPS Plant Maintenance), the **ORIGINAL MANIFEST** (Generator Copy), for **all** asbestos-containing waste materials generated by the Project and hauled to the pre-approved landfill. These documents are to be submitted to MPS within thirty (30) days after the asbestos-containing waste material has been properly disposed of at the pre-approved landfill site. **The five percent (5%) retainage will be withheld from payment to the Contractor until such time as the receipt of the above-specified Waste Manifest documents.**
  2. All manifests shall specify the "Generator" in the appropriate section of the document as:

**Minneapolis Public Schools  
1250 West Broadway Street  
Minneapolis, Minnesota 55411**

3. All MPS asbestos-containing waste material shall be identified separately. In no case shall asbestos-containing waste material, other than MPS-generated quantities, be listed on the manifest.
4. The original "Generator" copy will be forwarded to:

**Minneapolis Public Schools  
Facilities Department – Design & Construction  
1250 West Broadway Street  
Minneapolis, Minnesota 55411**

5. Contractor is responsible for distribution of all Manifest copies to appropriate required parties, facilities and regulatory agencies.

## **Standard Operating Procedures for Hot Work Permit**

1. **Contractors on MPS sites are solely responsible to perform all hot work in a legal and safe manner.**
2. A Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to- brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. MPS Hot Work permit forms are available from the Senior Custodian (see attached Hot Work Permit).
3. Hot work must be conducted in accordance with requirements in Chapter 26 of the International Fire Code or other applicable regulations.
4. Contractors will designate a member of their staff to conduct a fire watch after completing hot work in district buildings. The contractor is solely responsible for fire watch duties. When hot work is conducted in areas with vertical or horizontal fire exposures that are not observable by a single person, additional personnel shall be assigned to fire watch to ensure that all exposed areas are monitored.
5. If hot work is conducted in close proximity to sprinkler heads, non-combustible barriers or damp cloths shall be used to shield sprinkler heads and shall be removed when hot work is completed. Care shall be taken to properly ventilate the space and prevent the escape of fumes into occupied spaces. Further, smoke detectors in proximity to the hot work shall be covered with a plastic bag to keep them dust free and prevent their inadvertent alarm.

Environmental Health and Safety Division is responsible for keeping these standard operating procedures current.

**MINNEAPOLIS PUBLIC SCHOOLS**  
Special School District No. 1

**PREVAILING WAGE CERTIFICATE**

**CONTRACTOR: SUBMIT THIS FORM WITH THE ORIGINAL COPY OF YOUR BID**

Laborers and Mechanics shall be paid according to the Contracts for Public Work, in accordance with Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.250 as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States for work in the City. In addition to the certificates and other evidences of compliance which are required under these Specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standards provisions of Minneapolis Code of Ordinances, Section 24.200 through 24.250 as amended. Failure to comply with this ordinance shall mean the District may, by written notice to the Contractor, terminate his/her right to proceed with the work and the Contractor and his/her Sureties shall be liable to the District for any excess cost occasioned to the District for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the Minneapolis Public Schools that any work done by the Contractor or by the Contractor's agents or Subcontractors under a contract with the Minneapolis Public Schools shall be in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Sections 24.200 through 24.250, or Park Board Code of Ordinances, Chapter 6, Sections PB 6-1 through PB 6-5.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

**RETURN THIS FORM WITH YOUR BID**