



## STAFF REPORT

DATE: May 11, 2021

### **DISCUSSION**

**AGENDA ITEM:** MPCA Neighborhood Water Grants

**TO:** Mayor and Council

**SUBMITTED BY:** Kristina Handt, City Administrator

---

### **BACKGROUND:**

The city has been awarded MPCA grants from the 3M settlement to extend water mains to seven neighborhoods. A copy of the Torre Pines agreement is attached for reference. The pertinent sections are the same in all seven agreements.

As part of the process, the city has been executing its typical 429 assessment process so that any property that does not connect and seal their well would pay their portion of the project. City staff recommended this with the understanding that the grant documents required all wells to be abandoned so those that were not connected would not be eligible for grant funds.

It recently came to our attention that MPCA has been telling residents that they do not have to connect in order to avoid the assessments. MPCA told residents they would just be out the grant funds for connecting to water and abandoning their well, not the public portions. Residents who do not connect within the grant period would not receive funding for connection at a later date and if they have a GAC filter they would be responsible for replacing them after the grant terminates. They point to a flyer on their website which is attached for reference.

### **ISSUE BEFORE COUNCIL:**

Should the City continue to assess for MPCA grant funded water extension projects?

### **PROPOSAL DETAILS/ANALYSIS:**

Staff is relying on the following language in the grant agreements when determining that wells need to be abandoned:

**2.2 Well Sealing.** *All associated wells are required to be properly sealed and abandoned as part of the project within the timeframe of the grant agreement. All well sealing will follow Minnesota Department of Health (MDH) regulations and will only be done by licensed well contractors.*

Staff also sought an opinion from the City Attorney in preparation for this meeting. I asked her to review the Torre Pines grant agreement and specifically pointed out section 2.2 and 7.5. Her comments are below:

*I reviewed the Grant Agreement for Torre Pines. I think that is pretty clear that it says that all wells must be sealed.*

*In Section 2.2 of the Grant Agreement, it says that "all associated wells are required to be properly sealed and abandoned within the timeframe of the Agreement."*

*In Section 4.2, it says that the MPCA will pay out the grant funds but one of the things that the City must submit is "proof of well sealing (when applicable)." It appears that the only time that well sealing is not applicable is when the MPCA wants to keep the well for monitoring purposes – in those cases, "proof of well sealing is not required for reimbursement of individual/residential water service connection costs"*

*(see Section 2.2). I don't know why this language would be in the Agreement if well sealing was not required or optional. My interpretation of this language is that well sealing is NOT optional unless the MPCA wants to keep the well for monitoring purposes.*

*Furthermore, the Agreement says that the City must perform the duties specified in Attachment A in order to receive the grant funds (see Section 2.1). Page 2 of Attachment A states that the project "will include grant funding and administrative processes for ensuring each property completes the private service connection from the service stub to each home, including water meter installation, sealing of the private well, removal of any existing granular activated carbon (GAC) filters, and all permitting and connection fees." This means that every property must seal its well and hook up to City water, not just those who choose to do so.*

*If the MPCA is saying that it is optional for a property to hook up to city water and/or seal its well, I think that the language in the Grant Agreements needs to be changed as it is pretty clear in several places that all properties must hook up to City sewer and seal their wells if the City is to receive the grant funds. If this language is not changed and the City allows properties to opt out, it is at risk of not being in compliance with the terms of the Grant Agreement and could potentially lose the grant funds.*

Thus far, MPCA has been reluctant to change the grant language to reflect what they are telling folks. Any changes to the agreement would also have to be approved by the city council. As one can imagine there are both pros and cons to requiring hookups.

Pros include:

- A likely greater number of connections under the grant dollars.
  - This lowers the cost per connection.
  - It ensures sufficient users on the system to facilitate normal operating conditions (reducing issues due to stagnant water).
  - It also provides more users to maintain that system in the future since grant dollars are not used to capitalize distribution systems.
- Connection provides a more secure source of safe drinking water. As we have seen in the last few years, the plume moves and more wells have been impacted.
- Sealing private wells that have been drilled through multiple aquifers will prevent the possibility of future cross-connection between aquifers which could contaminate the drinking water source.

Cons include:

- High water usage (for both the end user and the city as a whole).
- Higher water bills for those high water users for irrigation, pools, etc.
- The city could be faced with defending assessment appeals on each project.
- In areas where there may be a lower percentage of connected properties, the public water system can result in stagnant water due to low use, creating water odor, taste and/or bacteria problems.
- Homeowners may have to accept a lower sales price or pay themselves to connect to city water at the time of sale.
- If a private well is not sealed, it can act as a pathway for other contaminants to get into the groundwater, potentially contaminating the drinking water source.

#### **OPTIONS:**

- 1) Continue with the 429 assessment process
- 2) Discontinue assessment process if grant language is changed
- 3) Discontinue assessment process immediately

#### **ATTACHMENT:**

- Torre Pines Grant Agreement
- 3M PFC Settlement and private well owners (website handout)



## 3M PFC Settlement and private well owners

The 3M PFC Settlement will address long-term options for safe drinking water in the East Metro areas affected by PFAS contamination.

For a neighborhood or area that is connecting to a public water supply, the private well owner should be aware:

- Settlement funds cover all homes in a project area that are connecting to public water supply.
- Homes connecting to a public water supply must seal their private well. Funding from the Settlement will pay for the sealing of the well.
- The Minnesota Pollution Control Agency (MPCA) and Minnesota Department of Natural Resources (DNR) — Co-Trustees — may determine to keep private wells for groundwater monitoring. If so, the MPCA will assume ownership of well, with homeowner permission.
- For residential wells exceeding health risk limits, the Co-Trustees will provide granular activated carbon (GAC) treatment for up to two years or until the home is connected to a public water supply, whichever is sooner.
- After two years, residents who do not connect to public water supply will assume all costs for GAC maintenance.
  - A provision in the MPCA access agreement allows termination of GAC maintenance if another water supply source is available.
  - The homeowner will assume all costs for future connection to public water supply, including any city fees and well abandonment.
- Settlement funds will also pay for the removal of the GAC treatment system for residences that connect to a public water supply within two years.
- It is the homeowner's responsibility to disclose the presence of a private well, and any known contamination, upon sale for any home that does not connect to a public water supply.



# Grant Agreement

State of Minnesota

Doc Type: Contract/Grant

SWIFT Contract Number: 188423

Agency Interest ID: 224243

Activity ID: PRO20210002

This Grant Agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State"), and **City of Lake Elmo**, 3800 Laverne Avenue North, Lake Elmo, MN 55042 ("Grantee" or "the City" or "Contractor").

## Recitals

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

## Grant Agreement

### 1. Term of Grant Agreement

- 1.1 Effective date: April 2, 2021**, Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 Expiration date: December 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

### 2. Grantee's Duties and Well Sealing

- 2.1 Grantee's duties.** The Grantee, who is not a state employee, will perform the duties specified in **Attachment A**, which is attached and incorporated into this grant agreement.
- 2.2 Well Sealing.** All associated wells are required to be properly sealed and abandoned as part of the project within the timeframe of the grant agreement. All well sealing will follow Minnesota Department of Health (MDH) regulations and will only be done by licensed well contractors.

Reimbursement for individual/residential water service connections and well sealing will not occur until proof of well sealing has been provided to MPCA.

MPCA may identify certain wells as potential monitoring wells. If agreed upon by MPCA, the City and the well owner, MPCA will assume responsibility of converting those wells to monitoring wells. In these instances, proof of well sealing is not required for reimbursement of individual/residential water service connection costs.

### 3. Time

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

### 4. Consideration and Payment

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

**(a) Compensation.** The MPCA will reimburse the Grantee according to approved invoices relating to the Torres Pines Extension of Municipal Water Supply Project. The MPCA will review the expense documentation submitted by the Grantee for the costs and will reimburse the Grantee for reasonable and necessary expenditures, as determined by the MPCA. Design costs associated with this project, including design costs to meet stormwater requirements, will be reimbursable expenses. Reimbursement of actual stormwater related project costs will require pre-approval by the MPCA.

**(b) Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$2,219,000.00 (Two Million Two Hundred Nineteen Thousand Dollars and Zero Cents).**

### 4.2 Payment

**(a) Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **monthly or at least quarterly.**

Invoices must be emailed to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us), and contain the following information:

- Name of Grantee
- Grantee project manager
- Copies of paid in full invoices
- Proof of well sealing (when applicable)
- Invoice number

- Invoice date
- MPCA project manager
- SWIFT contract number
- Invoicing period (actual working period)

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

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

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

#### **4.3 Contracting and Bidding Requirements**

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

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

The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

#### **4.4 Prevailing Wage**

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in Attachment B.

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

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.doli.state.mn.us/LS/PrevWage.asp> for a list of affected trades.

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

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

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

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

The prevailing wage rate requirements are attached as Attachment B.

**Prevailing Wage Payroll Information:**

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

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: [prevailingwage.pca@state.mn.us](mailto:prevailingwage.pca@state.mn.us) and [ownerprevailingwage.pca@state.mn.us](mailto:ownerprevailingwage.pca@state.mn.us)
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

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

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.doli.state.mn.us/LS/PrevWage.asp>

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <http://www.taxes.state.mn.us/forms/ic134.pdf>.

**4.5 Reporting Requirements**

The Grantee shall submit to the State quarterly progress reports.



## 5. Conditions of Payment

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

## 6. Authorized Representative

The State's Authorized Representative is **Gary Krueger**, 520 Lafayette Road, St. Paul, MN 55155, 651-757-2509, [gary.krueger@state.mn.us](mailto:gary.krueger@state.mn.us), or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement. If the services are satisfactory, the MPCA's Project Manager will certify acceptance of each invoice submitted for payment.

The State's Project Manager is **Tim Lockrem**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2686, [timothy.lockrem@state.mn.us](mailto:timothy.lockrem@state.mn.us), or their successor, and has the authority to monitor the Grantee's performance and receive invoices from the Grantee.

The Grantee's Authorized Representative is **Kristina Handt**, 3800 Laverne Avenue North, Lake Elmo, MN 55042, 651-747-3905, [khandt@lakeelmo.org](mailto:khandt@lakeelmo.org), or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement Complete

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

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

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

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

**7.4 Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

**7.5 Grant agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## **8. Indemnification**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## **9. State Audits**

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

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

**10.1 Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### **10.2 Intellectual property rights**

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

those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

**(b) Obligations.**

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

## **11. Workers' Compensation**

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

## **12. Publicity and Endorsement (not applicable)**

**12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

## **13. Governing Law, Jurisdiction, and Venue**

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

## **14. Termination**

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

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

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

**(a)** It does not obtain funding from the Minnesota Legislature.

**(b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the

decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15. Data Disclosure**

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

**16. Payment to subcontractors (if applicable)**

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

Signatures

Encumbrance Verification

Katie Shea

DocuSigned by:  
*Katie Shea*  
1C7A9AE6E72C42D... March 29, 2021

City Administrator

Kristina Handt

DocuSigned by:  
*Kristina Handt*  
37EF9AB57B5D416... April 7, 2021

Division Director

Doug Wetzstein

DocuSigned by:  
*Doug Wetzstein*  
0A9315376959496... April 7, 2021



520 Lafayette Road North  
St. Paul, MN 55155-4194

# Project Workplan

Doc Type: Contract

Swift #:	188423
AI #:	224243
Activity ID #:	PRO20210002

**Project Title:** Torres Pines Extension of Municipal Water Supply Project

## 1. Project Summary:

**Organization:** City of Lake Elmo (the City)  
**Contact name:** Kristina Handt  
**Address:** 3800 Laverne Ave North  
Lake Elmo, MN 55042  
**Phone:** 651-747-3905  
**E-mail:** khandt@lakeelmo.org

### Minnesota Pollution Control Agency (MPCA) contact:

**MPCA project manager:** Tim Lockrem  
**Address:** 520 Lafayette Road North  
St. Paul, MN 55155  
**Phone:** 651-757-2686  
**E-mail:** Timothy.lockrem@state.mn.us

### Project information

**Start date:** 4/2/2021      **End date:** 12/31/2023

**Total estimated costs:** **\$2,219,000**

## 2. Statement of Problems, Opportunities, and Existing Conditions

This project will extend clean drinking water to 23 homes located in the Torres Pines subdivision in the City of Lake Elmo by extending the municipal water system into the neighborhood prior to reconstructing the neighborhood streets as scheduled for improvement in 2022 in the City's Capital Improvement Plan.

The project extends an 8-inch public watermain from Inwood Avenue into and throughout the Torres Pines neighborhood along 21st Street, 22nd Street, and 22nd Street Court. Individual water service stubs will be installed to the edge of right-of-way at each of the 23 residential properties and one vacant property. Following the installation of the public watermain improvements, the public streets will be improved.

The properties reside in an area where per- and polyfluoroalkyl substances (PFAS) contamination exceeds Health Based Values (HBVs) and well advisories have been issued. The project is consistent with the long-term drinking water supply plan to address PFAS contamination to drinking water supplies in the East Metro area.

Individual water services will be stubbed from the main line for each of the 62 residential properties. The project will include grant funding and administrative processes for ensuring each property completes the private service connection from the service stub to each home, including water meter installation, sealing of the private well, removal of any existing granular activated carbon (GAC) filters, and all permitting and connection fees. The City intends to directly implement the public improvement portion of the project for the water main components that will remain owned and operated by the City and will require property owners to contract directly for the work to be completed on their individual properties. The private property work will be funded on a reimbursement basis. The City will distribute materials, provided by the MPCA, regarding individual/residential water service connections and well sealing to all residents impacted by this project.

In accordance with the City's standard Capital Improvement Program process a feasibility study and project design will be completed to ready the project for 2022 construction. Bids will be received in early 2022 with construction to commence in May 2022. The water main will be tested, operational and ready for connection to the individual properties in late 2022.

No environmental review is required to implement this project. The project will require the following permits:\*

- Minnesota Department of Health Watermain Extension Permit
- Washington County Right-of-Way Permit
- Valley Branch Watershed District Permit
- MPCA National Pollutant Discharge Elimination System Construction Permit

\* The City will need to demonstrate expenses related to these items are attributable to actions necessary to address PFAS impacts.

## 3. Measurable Outcomes

The City will report at least quarterly to the MPCA regarding progress of the project. The City will also report to the MPCA as part of the quarterly report the itemized costs incurred for that quarter for reimbursement by the MPCA. Monthly reimbursement requests can be provided as determined by the City.

## Attachment B

## 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: 82**

County Name: WASHINGTON

Effective: 2020-11-16

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

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

Violations should be reported to:

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

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

**County: WASHINGTON (82)**

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-11-16	25.00	17.46	42.46
		2021-05-01	25.75	18.70	44.45
104	FLAG PERSON	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
105	WATCH PERSON	2020-11-16	33.03	20.89	53.92



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2021-05-01	34.43	21.49	55.92
106	BLASTER	2020-11-16	34.26	18.54	52.80
107	PIPELAYER (WATER, SEWER AND GAS)	2020-11-16	37.05	21.24	58.29
		2021-05-01	39.00	21.84	60.84
108	TUNNEL MINER	2020-11-16	35.15	21.24	56.39
		2021-05-01	37.00	21.84	58.84
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-11-16	35.15	21.24	56.39
		2021-05-01	37.00	21.84	58.84
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201*	ARTICULATED HAULER	2020-11-16	38.13	20.30	58.43
202*	BOOM TRUCK	2020-11-16	19.00	0.00	19.00
203*		2020-11-16	25.00	17.46	42.46

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	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	2021-05-01	25.75	18.70	44.45
204*	OFF-ROAD TRUCK	2020-11-16	37.83	18.65	56.48
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2020-11-16	37.05	19.39	56.44
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>					
<b>GROUP 2</b>		2020-11-16	38.67	18.26	56.93
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3 *</b>		2020-11-16	39.19	21.55	60.74
		2021-05-03	40.34	22.55	62.89
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>		2020-11-16	33.10	18.15	51.25
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS			
331	CHIP HARVESTER AND TREE CUTTER			
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE			
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>	2020-11-16	34.75	20.50	55.25
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			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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)			
<b>GROUP 6 *</b>	2020-11-16	34.64	21.55	56.19
	2021-05-03	35.79	22.55	58.34
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER			
389	DREDGE DECK HAND			
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)			
393	LEVER PERSON			
395	POWER SWEEPER			
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS			
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING			

**COMMERCIAL POWER EQUIPMENT OPERATOR**

<b>GROUP 1 *</b>	2020-11-16	44.44	21.70	66.14
	2021-05-03	45.24	22.85	68.09
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>	2020-11-16	44.10	21.70	65.80
	2021-05-03	44.90	22.85	67.75
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>	2020-11-16	42.69	21.70	64.39
	2021-05-03	43.49	22.85	66.34
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)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			
<b>GROUP 4 *</b>	2020-11-16	42.35	21.70	64.05
	2021-05-03	43.15	22.85	66.00
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>	2020-11-16	40.93	21.70	62.63
	2021-05-03	41.73	22.85	64.58
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>	2020-11-16	39.42	21.70	61.12
	2021-05-03	40.22	22.85	63.07
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			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>GROUP 7</b>		2020-11-16	38.30	21.70	60.00
		2021-05-03	39.10	22.85	61.95
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
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)				
<b>GROUP 8 *</b>		2020-11-16	36.29	21.70	57.99
		2021-05-03	37.09	22.85	59.94
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
<b>TRUCK DRIVERS</b>					
<b>GROUP 1</b>		2020-11-16	45.32	9.48	54.80
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2 *</b>		2020-11-16	19.90	6.76	26.66
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3 *</b>		2020-11-16	22.50	6.50	29.00
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>		2020-11-16	28.00	9.56	37.56
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				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2020-11-16	46.79	27.26	74.05
702*	BOILERMAKERS	2020-11-16	39.69	28.82	68.51
		2021-01-01	41.39	28.82	70.21
703	BRICKLAYERS	2020-11-16	40.99	22.51	63.50
		2021-05-01	43.04	22.51	65.55
704	CARPENTERS	2020-11-16	38.68	25.15	63.83
		2021-05-01	40.68	25.15	65.83
705	CARPET LAYERS (LINOLEUM)	2020-11-16	39.34	21.84	61.18
		2021-05-01	41.34	21.84	63.18
706	CEMENT MASONS	2020-11-16	40.76	21.47	62.23
		2021-05-01	42.76	21.47	64.23
707	ELECTRICIANS	2020-11-16	46.00	31.20	77.20
708*	ELEVATOR CONSTRUCTORS	2020-11-16	51.55	40.48	92.03
		2021-01-01	53.28	41.79	95.07
709	GLAZIERS	2020-11-16	43.00	21.08	64.08
		2021-06-07	45.05	21.08	66.13
710	LATHERS	2020-11-16	39.97	22.83	62.80
		2021-05-01	41.97	22.83	64.80
712	IRONWORKERS	2020-11-16	38.35	30.70	69.05
		2021-05-02	40.45	30.70	71.15
714	MILLWRIGHT	2020-11-16	36.13	29.18	65.31
		2021-05-01	38.23	29.18	67.41

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-11-16	37.70	24.63	62.33
		2021-05-03	39.70	24.63	64.33
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-11-16	38.96	25.03	63.99
		2021-05-01	41.01	25.03	66.04
717	PIPEFITTERS . STEAMFITTERS	2020-11-16	50.19	27.75	77.94
		2021-05-01	52.69	27.75	80.44
718*	PLASTERERS	2020-11-16	41.00	21.57	62.57
		2021-06-01	43.05	21.57	64.62
719	PLUMBERS	2020-11-16	50.47	25.73	76.20
720	ROOFER	2020-11-16	39.30	18.89	58.19
		2021-05-01	41.30	18.89	60.19
721	SHEET METAL WORKERS	2020-11-16	46.06	30.22	76.28
722	SPRINKLER FITTERS	2020-11-16	48.88	28.65	77.53
723*	TERRAZZO WORKERS	2020-11-16	41.68	20.73	62.41
		2021-05-03	43.73	20.73	64.46
724	TILE SETTERS	2020-11-16	37.06	25.80	62.86
		2021-05-03	39.11	25.80	64.91
725*	TILE FINISHERS	2020-11-16	30.58	20.65	51.23
		2021-05-03	32.22	20.65	52.87
726	DRYWALL TAPER	2020-11-16	35.75	24.52	60.27
727	WIRING SYSTEM TECHNICIAN	2020-11-16	41.42	18.16	59.58
728	WIRING SYSTEMS INSTALLER	2020-11-16	29.02	15.34	44.36



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
729	ASBESTOS ABATEMENT WORKER	2020-11-16	33.75	20.69	54.44
		2021-01-01	34.85	21.64	56.49
730	SIGN ERECTOR	2020-11-16	30.03	16.79	46.82

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

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

Counties within region:

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

Effective: 2020-09-28

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

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

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

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

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

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-09-28	34.05	21.24	55.29
		2021-05-01	35.50	21.84	57.34
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-09-28	34.05	21.24	55.29
		2021-05-01	35.50	21.84	57.34

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-09-28	25.00	17.46	42.46
		2021-05-01	25.75	18.70	44.45
104	FLAG PERSON	2020-09-28	34.05	21.24	55.29
		2021-05-01	35.50	21.84	57.34
105	WATCH PERSON	2020-09-28	30.65	20.69	51.34
		2021-05-01	32.10	21.29	53.39
106	BLASTER	2020-09-28	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2020-09-28	37.05	21.24	58.29
		2021-05-01	39.00	21.84	60.84
108	TUNNEL MINER	2020-09-28	35.15	21.24	56.39
		2021-05-01	37.00	21.84	58.84
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-09-28	35.15	21.24	56.39
		2021-05-01	37.00	21.84	58.84
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2020-09-28	34.05	21.24	55.29
		2021-05-01	35.50	21.84	57.34
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-09-28	34.05	21.24	55.29

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2021-05-01	35.50	21.84	57.34
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2020-09-28	16.28	4.07	20.35
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
202	BOOM TRUCK	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
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	2020-09-28	25.00	17.46	42.46
		2021-05-01	25.75	18.70	44.45
204	OFF-ROAD TRUCK	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2020-09-28	32.04	21.96	54.00
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>					

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>GROUP 2</b>		2020-09-28	39.74	21.55	61.29
		2021-05-03	40.89	22.55	63.44
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>		2020-09-28	39.19	21.55	60.74
		2021-05-03	40.34	22.55	62.89
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>		2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
367				
368				
<b>GROUP 5</b>	2020-09-28	35.85	21.55	57.40
	2021-05-03	37.00	22.55	59.55
369				
370				
371				
372				
373				
374				
375				
376				
377				
378				
379				
380				
381				
382				
383				
384				
385				
<b>GROUP 6</b>	2020-09-28	34.64	21.55	56.19
	2021-05-03	35.79	22.55	58.34
387				
388				
389				
390				
391				
392				
393				
394				
395				
396				
397				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>TRUCK DRIVERS</b>					
<b>GROUP 1</b>		2020-09-28	31.25	17.50	48.75
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2</b>		2020-09-28	30.70	17.50	48.20
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>		2020-09-28	24.00	6.91	30.91
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>		2020-09-28	30.35	17.50	47.85
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.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2020-09-28	47.10	24.40	71.50
702	BOILERMAKERS	2020-09-28	39.69	28.82	68.51
		2021-01-01	41.39	28.82	70.21
703	BRICKLAYERS	2020-09-28	36.05	19.68	55.73
704	CARPENTERS	2020-09-28	39.01	25.03	64.04
		2021-05-04	41.06	25.03	66.09
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVIEWAGE@STATE.MN.US">DLI.PREVIEWAGE@STATE.MN.US</a>			



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
706	CEMENT MASONS	2020-09-28	40.40	22.22	62.62
		2021-05-01	42.45	22.22	64.67
707	ELECTRICIANS	2020-09-28	46.00	31.20	77.20
711	GROUND PERSON	2020-09-28	33.40	17.30	50.70
712	IRONWORKERS	2020-09-28	38.35	30.70	69.05
		2021-05-02	40.45	30.70	71.15
713	LINEMAN	2020-09-28	47.71	21.53	69.24
714	MILLWRIGHT	2020-09-28	36.13	29.18	65.31
		2021-05-01	38.23	29.18	67.41
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-09-28	37.70	24.63	62.33
		2021-05-03	39.70	24.63	64.33
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-09-28	38.96	25.03	63.99
		2021-05-03	41.01	25.03	66.04
717	PIPEFITTERS . STEAMFITTERS	2020-09-28	50.19	27.75	77.94
		2021-05-01	52.69	27.75	80.44
719	PLUMBERS	2020-09-28	50.87	25.33	76.20
721	SHEET METAL WORKERS	2020-09-28	44.46	29.17	73.63
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
724	TILE SETTERS	2020-09-28	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			

<b>LABOR CODE AND CLASS</b>	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>
727                      WIRING SYSTEM TECHNICIAN	2020-09-28	41.42	18.16	59.58
728                      WIRING SYSTEMS INSTALLER	2020-09-28	29.02	15.34	44.36
729                      ASBESTOS ABATEMENT WORKER	2020-09-28	33.75	20.69	54.44
	2021-01-01	34.85	21.64	56.49
730                      SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLLPREVWAGE@STATE.MN.US">DLLPREVWAGE@STATE.MN.US</a></u>			