



# Dakota County CDA Board of Commissioners

## Board Meeting Agenda

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Meeting Date: August 28, 2024	1:00 PM	CDA Boardroom, Eagan, MN
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### 1. Call To Order And Roll Call

### 2. Audience

Anyone wishing to address the CDA Board on an item not on the agenda, or an item on the consent agenda may notify the Clerk to the Board (Sarah Jacobson, [sjacobson@dakotacda.org](mailto:sjacobson@dakotacda.org) or 651-675-4434) and instructions will be given to participate during the meeting or provide written comments. Verbal comments are limited to five minutes.

### 3. Approval Of Agenda And Meeting Minutes

A. Approval Of Meeting Minutes – July 24, 2024 Regular Meeting	3
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### 4. Federal Public Housing And Housing Choice Voucher

#### Regular Agenda

A. Approval Of Amendments To The Housing Assistance Department Administrative Plans And Budget Amendment For Housing Voucher Operating Budget	10
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### 5. Consent Agenda

A. Approval Of Record Of Disbursements – July 2024	20
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C. Award Contract For Access Control Replacement At Village Commons (Mendota Heights) And Argonne Hills (Lakeville) Senior Housing Developments	30
D. Award Contract For The Partial Parking Lot And Common Area Driveway Replacement Project At The CDA Office Building	35
E. Award Contract For The Parking Lot And Common Area Driveway Replacement Project At Oak Ridge Townhomes (Eagan)	67

## 6. Regular Agenda

- A. Conduct Public Hearing To Receive Comments On The Disposition Of DCCDA Section 18, LLC Properties And Authorization To Enter Into A Purchase Agreement With The Qualifying Buyers 99
- B. Commitment Of The Dakota County CDA's 2025 9% Low Income Housing Tax Credits 104
- C. Discussion Of Proposed 2025 Rents For CDA Housing Programs And Financial Sustainability 109
- D. Executive Director Update

## 7. Information

- A. Status Report, Q2 2024 111

## 8. Adjournment

**For more information, call 651-675-4434.**

**Dakota County CDA Board meeting agendas are available online at:**  
[http://www.dakotacda.org/board\\_of\\_commissioners.htm](http://www.dakotacda.org/board_of_commissioners.htm)

## Next Meeting

September 25, 2024

CDA Board of Commissioners Regular Meeting – 1:00 p.m.

Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123



# Board of Commissioners

## Meeting Minutes

Meeting Date: July 24, 2024 1:00 PM

Boardroom; CDA Office, Eagan, MN

*Commissioner Slavik called the meeting to order at 1:00 p.m.*

### **COMMISSIONER ROLL CALL**

	<b>Present</b>	<b>Absent</b>
Commissioner Slavik, District 1	X	
Commissioner Atkins, District 2	X	
Commissioner Halverson, District 3	X	
Commissioner Droste, District 4	X	
Commissioner Workman, District 5	X	
Commissioner Holberg, District 6	X	
Commissioner Hamann-Roland, District 7	X	
Commissioner Velikolangara, At Large	X	

### **CDA staff in attendance:**

Tony Schertler, Executive Director  
Kari Gill, Deputy Executive Director  
Sara Swenson, Director of Administration & Communications  
Sarah Jacobson, Administrative Coordinator  
Lori Zierden, Real Estate Specialist  
Lisa Alfson, Director of Community & Economic Development  
Maggie Dykes, Assistant Director of Community & Economic Development  
Doug Boyce, Program Manager  
Lisa Hohenstein, Director of Housing Assistance  
Travis Finlayson, Assistant Director of Housing Assistance  
Anna Judge, Director of Property Management  
Ken Bauer, Director of Finance  
Chris Meyer, Assistant Director of Finance  
Megan Ideker, CDA Intern  
Kelsey Thelen, CDA Intern  
Rojan Sajeev, CDA Intern

### **Others in attendance:**

Tom Donely, Dakota County Attorney's Office  
Erin Stwora, Dakota County  
Marti Fischbach, Dakota County  
Tom Novak, Dakota County  
Colin Manson, Realtor

### **AUDIENCE**

*No audience members addressed the Board.*

**APPROVAL OF AGENDA AND MEETING MINUTES**

24-6863 **Approval Of Agenda And Meeting Minutes**

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the agenda for the July 24, 2024 CDA Board meeting be approved as written.

BE IT FURTHER RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the minutes for the June 26, 2024 Regular Board meeting be approved as written.

**Motion: Commissioner Hamann-Roland      Second: Commissioner Droste**

Ayes: 8                      Nays: 0                      Abstentions: 0

	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

**FEDERAL PUBLIC HOUSING AND HOUSING CHOICE VOUCHER AGENDA**

*Consent*

24-6864 **Approval Of Carryover Of Fiscal Year Ended June 30, 2024 Voucher Programs Budget Authority To Fiscal Year Ending June 30, 2025**

WHEREAS, the Dakota County CDA has adopted a Voucher Programs operating budget for the Fiscal Year Ended June 30, 2024; and

WHEREAS, the CDA had \$40,500 of uncompleted projects and work items relating to the Voucher Programs operating budget for the Fiscal Year Ended June 30, 2024; and

WHEREAS, the CDA wishes to carry forward the unspent budget authority relating to these uncompleted projects and items to the Voucher Programs operating budget for the Fiscal Year Ending June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That \$40,500 of Fiscal Year Ended June 30, 2024 Section 8 budget authority be carried forward to the operating budget for the Fiscal Year Ending June 30, 2025.

**Motion: Commissioner Velikolangara      Second: Commissioner Halverson**

Ayes: 8                      Nays: 0                      Abstentions: 0

	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara	X			

**CONSENT AGENDA**

24-6865 **Approval Of Record Of Disbursements – June 2024**

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the June 2024 Record of Disbursements is approved as written.

24-6866 **Approval Of Carryover Of Fiscal Year Ended June 30, 2024 Budget Authority To Fiscal Year Ending June 30, 2025**

WHEREAS, the Dakota County CDA has adopted an operating budget for the Fiscal Year Ended June 30, 2024; and

WHEREAS, the CDA had \$3,154,264 of uncompleted projects and work items relating to the operating budget for the Fiscal Year Ended June 30, 2024; and

WHEREAS, the CDA wishes to carry forward the unspent budget authority relating to these uncompleted projects and items to the operating budget for the Fiscal Year Ending June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That \$3,154,264 of Fiscal Year Ended June 30, 2024 budget authority be carried forward to the operating budget for the Fiscal Year Ending June 30, 2025.

24-6867 **Summary Of Conclusions Of Closed Executive Session To Hold Mid-Year Performance Review Of Executive Director**

WHEREAS, the Open Meeting Law, Minn. Stat. § 13D.05, permits a public body to close a meeting to evaluate the performance of an individual subject to its authority; and

WHEREAS, on June 26, 2024, the Dakota County CDA Board of Commissioners held a closed executive session to hold a discussion of the mid-year performance of the Executive Director; and

WHEREAS, the mid-year review of the Executive Director did not result in a rating and was conducted for update purposes only.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Board of Commissioners hereby reports that the review consisted of a discussion of the Executive Director's accomplishments and observations over the past six months and challenges and opportunities he and the Board foresee for the remainder of the year.

**Motion: Commissioner Hamann-Roland    Second: Commissioner Droste**

Ayes: 7                      Nays: 0                      Abstentions: 0

	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			

**REGULAR AGENDA**

24-6868    **Authorization To Implement Downpayment Assistance Program**  
*Lisa Alfson and Doug Boyce presented information and answered questions.*

WHEREAS, the Dakota County Community Development Agency (CDA) has operated a variety of downpayment assistance programs throughout the years to assist low- and moderate-income homebuyers; and

WHEREAS, the last downpayment assistance program ended in October 2020; and

WHEREAS, staff is recommending to implement a new downpayment assistance program providing homebuyer education, one-on-one pre-purchase counseling, and financial assistance; and

WHEREAS, the primary recipients of the new downpayment assistance program will be current CDA residents purchasing homes in Dakota County or purchasing Section 18 LLC properties; and

WHEREAS, the other intended downpayment assistance recipients are income-eligible persons purchasing vacant Section 18, LLC properties for long-term homeownership; and

WHEREAS, the financial assistance for the program will be set at five percent of the annual county median home sales price, as determined by the St. Paul Area Association of Realtors in January of each year, in the form of a deferred, zero-percent interest loan, due upon sale or transfer of the property or if the home is no longer the primary residence of the homebuyer; and

WHEREAS, a budget amendment to the FYE25 HOPE program of up to \$200,000 is needed to support the Section 18, LLC down payment assistance program.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That staff is authorized to implement the downpayment assistance program; and

BE IT FURTHER RESOLVED, That a budget amendment of up to \$200,000 is approved to support downpayment assistance for Section 18, LLC Homebuyers; and

BE IT FURTHER RESOLVED, That staff will return to the Board with a recommendation for a funding source for the Renters on the Rise program.

**Motion: Commissioner Hamann-Roland      Second: Commissioner Atkins**

Ayes: 7                      Nays: 0                      Abstentions: 0

	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			

24-6869      **Establish The Date For A Public Hearing Regarding The Disposition Of A DCCDA Section 18, LLC Properties**

*Kari Gill presented information and answered questions regarding scheduling a public hearing. Maggie Dykes and Colin Manson presented properties and answered questions.*

WHEREAS, the Dakota County Community Development Agency (CDA), as sole member of the DCCDA Section 19, LLC (LLC) owns 61 properties containing 86 dwelling units located throughout Dakota County; and

WHEREAS, the CDA is accepting offers from the public for the five single-family homes being marketed by The Huerkamp Home Group/Keller Williams Preferred Realty to the public, nonprofits for the three duplexes, and current residents for the Section 18 property they are residing in; and

WHEREAS, to ensure we are in a ready position to sell these properties in a timely manner once buyers are identified, we are setting the public hearing in anticipation that we will have offers on some of the properties prior to the public hearing date of August 28, 2024; and

WHEREAS, for those properties that do not have an offer by the public hearing date, the public hearing will be continued to the next CDA Board meeting in anticipation that we'll have additional offers at that time; and

WHEREAS, the purchase agreement for properties that will be included in public hearing will be finalized prior to their respective closing dates; and

WHEREAS, the disposition of the units satisfies the requirements of U.S. Department of Housing and Urban Development's Section 18 Demo/Dispo program for the sale to an existing resident of the Section 18 property; and

WHEREAS, Minnesota Statute 469.105, subds. 1, 2, and 4 requires a public hearing regarding the terms of a sale of real property.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That:

1. A public hearing regarding the disposition of the following properties will be held by the CDA Board on August 28, 2024, at or after 1:00 p.m. at the CDA's office:

Single family homes sold through the realtor:

- o 4261 Diamond Drive, Eagan
- o 5884 139<sup>th</sup> Street West, Apple Valley
- o 15477 Dresden Trail, Apple Valley
- o 16380 Gannon Avenue, Rosemount
- o 18255 Emerald Trail, Farmington

Duplexes through the Request For Proposals (RFP) process:

- o 1363 Easter Lane, Eagan
- o 3808 Lodestone Lane, Eagan
- o 4440 Lynx Court, Eagan

Section 18 single family home to existing tenant:

- o 1015 Christensen Avenue, West St. Paul

2. The Executive Director or his designee is hereby authorized and directed to cause notice of such public hearing in substantially the form in Attachment B to be published in a newspaper of general circulation in Dakota County not less than 20 days prior to such hearing.

**Motion: Commissioner Hamann-Roland      Second: Commissioner Droste**

Ayes: 7

Nays: 0

Abstentions: 0

	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Slavik	X			
Atkins	X			
Halverson	X			



Droste	X
Workman	X
Holberg	X
Hamann-Roland	X

INFO

**Executive Director Update**

*Tony Schertler provided updates.*

*CDA Summer interns were introduced to the Board.*

**Information**

A. Open To Business, Q2 2024 Report

24-6871

**Adjournment**

BE IT RESOLVED, that the Dakota County Community Agency Board of Commissioners hereby adjourns until Wednesday, July 24, 2024.

**Motion: Commissioner Hamann-Roland**

**Second: Commissioner Droste**

Ayes: 7

Nays: 0

Abstentions: 0

	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Slavik	X			
Atkins	X			
Halverson	X			
Droste	X			
Workman	X			
Holberg	X			
Hamann-Roland	X			
Velikolangara				X

*The CDA Board meeting adjourned at 1:42 p.m.*

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Clerk to the Board



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 4A

**DEPARTMENT:** Housing Assistance

**FILE TYPE:** Federal - Consent

### TITLE

**Approval Of Amendments To The Housing Assistance Department Administrative Plans And Budget Amendment For Housing Voucher Operating Budget**

### PURPOSE/ACTION REQUESTED

- Approve amendments to the Housing Assistance Department Administrative Plans.
- Approve budget amendment up to \$150,000 for the Fiscal Year 2025 Housing Voucher Operating Budget.

### SUMMARY

The Dakota County CDA, as the administrator of rental assistance programs, is required to adopt and maintain an administrative plan to delineate the policies used to govern programs.

Attachment A is the edited chapters of the CDA's Housing Assistance Department Administrative Plans. Changes include clarifications and additions of policies for:

- Addition of administration of rent assistance for Nicols Pointe in Eagan.
- Launch of a Housing Choice Voucher (HCV) Utilization Support Pilot.
- General policy clarifications.

At last month's CDA Board meeting, the need for rent assistance at Nicols Pointe in Eagan was discussed. Staff are moving forward with implementing that assistance to residents who are rent burdened who lease up at Nicols Pointe with a requirement to be on the Housing Choice Voucher (HCV) waiting list to eventually transition to a federal rent subsidy when they are selected from the waiting list.

Additionally, the Housing Assistance department has identified on-going challenges for Housing Choice Voucher participants. Many households are required to move involuntarily based on a change in management/ownership of the property they're renting, change in household composition (need for a larger unit), or the sale of their rental property to a new owner that is not renewing voucher contracts or has changed the property into owner-occupied. This leaves households with a short timeframe to successfully secure a new unit before their voucher search time expires. Additionally, every month there are several applicants who have been deemed eligible for the HCV program, are able to locate a housing unit, but have been unable to afford security deposits, application fees, etc. and struggle to secure a unit before their voucher search time expires.

The Department of Housing and Urban Development (HUD) has recognized that PHA's have needed to employ strategies and undertake activities beyond the mandatory administrative responsibilities to facilitate successful leasing and use of housing vouchers. HUD has expanded the eligible use of the CDA's administrative fee reserve to include assisting families with application and holding fees and security deposits.

Staff is recommending to create a Housing Choice Voucher Utilization Support Pilot to use up to \$150,000 to award funding to voucher holders for security deposits, application fees, and pre-lease deposits to increase success of utilization of vouchers.

Staff believes that access to these resources, when all other options have been exhausted, will facilitate successful leasing which in turn will increase the amount of administrative fees the CDA receives, work towards fully utilizing the allocation of vouchers, and increase annual renewal funding for the program.

**RECOMMENDATION**

Staff recommends adoption of the Administrative Plan and budget amendment.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The proposed amendment to the fiscal year 2025 budget would be up to \$150,000 of available funds to assist in increasing voucher utilization. The CDA’s administrative fee reserves for the program are sufficient to fund this amendment.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

**RESOLUTION**

WHEREAS, the Dakota County Community Development Agency (CDA), as an administrator of rental assistance programs, is required to adopt and maintain an administrative plan to delineate the policies used to govern the programs; and

WHEREAS, Housing Assistance staff will be implementing rent assistance to residents who are rent burdened at Nicols Pointe in Eagan; and

WHEREAS, Staff have identified needs in the Housing Choice Voucher (HCV) program to provide resources to assist with application and holding fees, security deposits and as needed, landlord incentives to increase voucher utilization success and is recommending launching a HCV Utilization Support Pilot; and

WHEREAS, the Department of Housing and Urban Development (HUD) has recognized that PHA’s have needed to employ strategies and undertake activities beyond the mandatory administrative responsibilities and has expanded the eligible use of the CDA’s administrative fee reserve to include assisting families with application and holding fees and security deposits; and

WHEREAS, to implement these two initiatives, updates have been made to the Housing Assistance Department Administrative Plans to include policies for the Nicols Pointe Rental Assistance Program and HCV Utilization Support Pilot and additional policy clarifications have been updated.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Fiscal Year 2025 Housing Voucher Operating Budget be amended to include up to \$150,000 of budget authority for the HCV Utilization Assistance Pilot and amendments to the Housing Assistance Department Administrative Plans are approved.

**PREVIOUS BOARD ACTION**

24-6848; 6/26/2024

**ATTACHMENTS**

Attachment A: Applicable Chapter of the Housing Assistance Department Administrative Plans

**BOARD GOALS**

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

**CONTACT**

Department Head: Lisa Hohenstein, Director of Housing Assistance

Author: Lisa Hohenstein



# **HOUSING ASSISTANCE DEPARTMENT ADMINISTRATIVE PLANS**

Submitted to HUD: December 20, 2010

Amendments Approved by the CDA Board of Commissioners: August 28, 2024

## PART II: MANAGING THE WAITING LIST

### 4-II.A. OVERVIEW

The CDA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure enough applicants.

In addition, HUD imposes requirements on how the CDA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

### 4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

The CDA's HCV waiting list must be organized in such a manner to allow the CDA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size (project-based assistance);
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

HUD requires the CDA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

#### CDA Policy

The CDA will maintain a single waiting list for the HCV program.

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher, or moderate rehabilitation program the CDA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that the CDA maintain a single merged waiting list for their public housing, Housing Choice Voucher (Section 8), and other subsidized housing programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

#### CDA Policy

The CDA will establish and maintain a separate list for project-based voucher assistance. During the HCV application process, this waiting list is available for selection.

## 10-I.C. MOVING PROCESS

### **Notification**

If a family wishes to move to a new unit, the family must notify the CDA and the owner *before* moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.354(d)(2)]. If the family wishes to move to a unit outside the CDA's jurisdiction under portability, the notice to the CDA must specify the area where the family wishes to move [24 CFR 982.354(d)(2)]. The notices must be in writing [24 CFR 982.5].

#### CDA Policy

The family must provide the owner and the CDA with a written notice 61 days prior to moving out of the old unit or terminating the lease.

The 61-day notice will be waived in instances where the family does not have a choice in the move (e.g., an owner/landlord requires a shorter notice period, the family reaches an agreement with the owner/landlord in lieu of an eviction filing).

### **Approval**

#### CDA Policy

Upon receipt of a family's notification that it wishes to move, the CDA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I. A and 10-I.B. The CDA will notify the family in writing of its determination within 10 business days following receipt of the family's notification.

### **Reexamination of Family Income and Composition**

#### CDA Policy

For families approved to move to a new unit within the CDA's jurisdiction, the CDA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan. Annual reexamination verifications, in file, for income, assets, expenses that are less than 180 days will be used to process the new reexamination. Verifications older than 180 days must be updated.

For families moving into or families approved to move out of the CDA's jurisdiction under portability, the CDA will follow the policies set forth in Part II of this chapter.

### **Voucher Issuance and Briefing**

#### CDA Policy

For families approved to move to a new unit within the CDA's jurisdiction, the CDA will issue a new voucher within 10 business days of the CDA's written approval to move. The CDA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and the CDA approves. Otherwise, the family will lose its assistance. If the move is canceled and the family remains in its current unit, the CDA will not issue another voucher for 180 days from the date of the voucher expiration.

For families moving into or families approved to move out of the CDA's jurisdiction under portability, the CDA will follow the policies set forth in Part II of this chapter.

#### 16-II.D. UTILIZATION ASSISTANCE PILOT PROGRAM

HUD recognizes that in some rental markets PHAs have needed to employ strategies and undertake activities beyond the mandatory administrative responsibilities to facilitate the successful leasing and use of housing vouchers by families, such as with security deposit assistance and landlord recruitment and incentive payments. HUD has determined that PHAs may use administrative fee funding for these activities. [PIH Notice 2022-18 [HA]].

##### CDA Policy

The CDA has implemented this pilot program with an expected outcome of increasing voucher utilization. This program will end if the expected outcomes are not met and/or funding is no longer available.

##### Eligible Households:

A family must have exhausted all other available funding options and meet one of the following criteria.

1. Be an eligible applicant who has identified a unit and if not for the use of this program the voucher would expire and not be utilized.
2. Housing Choice Voucher (HCV) program compliant participant who is involuntarily displaced from the currently assisted unit due to:
  - a. The landlord/owner is selling the rental unit.
  - b. The landlord/owner will no longer accept the use of vouchers on the property.
  - c. A change in household composition resulting in over occupancy.
  - d. An event, such as a fire or flood, resulting in the assisted unit being deemed uninhabitable.

The following are eligible uses under this program:

1. Application Fees
  - a. Maximum of three (3) per household.
2. Holding Fees/Prelease Deposits

Holding fees/prelease deposits are fees an owner request that are rolled into the security deposit after an application is accepted but before a lease is signed. The CDA may cover part or all of such fees for units where the fee is required by the owner after a resident's application has been accepted but before the lease signing. The CDA and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is



at fault for not entering into a lease.

3. Security deposits

- a. The amount may not exceed the lesser of one month's rent or the maximum allowed under applicable state and/or local law.
- b. Must be returned to CDA upon the household vacating the assisted unit.

## 18-VI.E. INCOME AND SUBSIDY DETERMINATIONS

Income and assets will be determined and verified in accordance with Chapters 6 and 7 of the Housing Choice Voucher Administrative Plan. The Family Voucher Rental Assistance Program will not use elderly, disability, medical, or childcare deductions.

Due to the temporary nature of the program, until the Housing Choice Voucher is available, the same calculation will be used to establish the level of subsidy. The participant portion will be calculated at 30% of gross income, however, if the gross rent exceeds the payment standard, the participant may pay more. At program admission, or at move, the tenant may not exceed 40% of their gross income toward rent plus tenant-paid utilities. Family voucher rent assistance can only be used for Housing Assistance Payments (HAP), not application fees or security deposits.

## PART VII: NICOLS POINTE RENTAL ASSISTANCE PROGRAM

### 18-VII.A. OVERVIEW

The CDA owns and manages a 24-unit development for seniors age 55+ with a preference for Veterans. The CDA has committed to providing project-based rental assistance to eligible resident's contingent on the availability of funding. Rental assistance will be administered in accordance with the Nicols Pointe Admissions and Continued Occupancy Plan (ACOP).

### 18-VII.B. ELIGIBILITY

The Nicols Pointe Rental Assistance Program was designed to provide project-based rental assistance to eligible households until they transition to the Housing Choice Voucher Program. An eligible household must be a resident of Nicols Pointe.

Due to the temporary nature of this program, program participants must be:

- On Dakota County CDA's Housing Choice Voucher waiting list
- Agree to transition to the Housing Choice Voucher waiting list upon selection
- Eligible for the Housing Choice Voucher Program by meeting the following prescreening criteria:
  - Income at or below 50% AMI based on household size
  - Use the rental assistance at Nicols Pointe

**18-VII.C. OUTREACH AND REFERRALS**

The CDA operates the Nicols Pointe Rental Assistance program for eligible residents. Referrals will be provided by the Property Management Department once a resident has been deemed eligible and agreed to participate in the rental assistance program.

**18-VII.D. APPLICATIONS, WAITING LIST AND TENANT SELECTION**

Dakota County CDA’s Property Management Department will maintain a waiting list and request rental assistance when a new resident has been deemed eligible for a vacant unit.

In preparation for admission to the Housing Choice Voucher Program, the Dakota County CDA will collect birth certificates (when applicable) and Social Security cards for all household members.

**18-VII.E. INCOME AND SUBSIDY DETERMINATIONS**

Income and assets will be determined and verified in accordance with Chapters 6 and 7 of the Housing Choice Voucher Administrative Plan. The Nicols Pointe Rental Assistance Program will not use elderly, disability, or medial deductions.

Due to the temporary nature of the program, until the Housing Choice Voucher is available, the same calculation will be used to establish the level of subsidy. The participant portion will be calculated at 30% of gross income, however, if the gross rent exceeds the payment standard, the participant may pay more. At program admission, or at move, the tenant may not exceed 40% of their gross income toward rent plus tenant-paid utilities. Nicols Pointe rent assistance can only be used for Housing Assistance Payments (HAP), not application fees or security deposits.

**18-VII.F. INSPECTION**

All units rented under the Nicols Pointe Rental Assistance Program must meet HQS/NSPIRE at the initial lease term and biennially thereafter, if required by program funding. If applicable, inspections will be made in accordance with Chapter 8. The inspections will be the responsibility of the Housing Assistance Department of the CDA.

**18-VII.G. MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY**

Nicols Pointe Rental Assistance is not portable to other rental units/properties or jurisdictions.

**18-VII.H. SPECIAL HOUSING TYPES**

Homeownership is not an option under the Nicols Pointe Rental Assistance Program.

**18-VII.I. PROGRAM ADMINISTRATION**

During program participation, all changes in household composition, income and assets are required to be reported, in writing, to the Dakota County CDA within 30 days. If the change reported is an income decrease, an adjustment will be processed, if applicable. If the reported change is an increase, the Dakota County CDA will evaluate the increase to ensure that it meets the \$500/month threshold. If the change does not meet this threshold, no change will be

required.

If a program participant vacates Nicols Pointe, is evicted through an eviction action filing, or termination notice by the landlord, Nicols Pointe Rental Assistance will terminate when the lease agreement ends.

The CDA will apply the policies in this Plan that are not addressed in the Nicols Pointe Rental Assistance Program Policies.



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 5A

**DEPARTMENT:** Finance

**FILE TYPE:** Regular - Consent

### TITLE

**Approval Of Record Of Disbursements – July 2024**

### PURPOSE/ACTION REQUESTED

Approve Record of Disbursements for July 2024.

### SUMMARY

In July 2024, the Dakota County Community Development Agency (CDA) had \$8,795,007.65 in disbursements and \$530,329.36 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

### RECOMMENDATION

Staff recommends approval of the Record of Disbursements for July 2024.

### EXPLANATION OF FISCAL/FTE IMPACTS

These disbursements are included in the Fiscal Year Ending June 30, 2025 budget

None     Current budget     Other     Amendment Requested     New FTE(s) requested

### RESOLUTION

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the July 2024 Record of Disbursements is approved as written.

### PREVIOUS BOARD ACTION

N/A

### ATTACHMENTS

Attachment A: Record of Disbursements – July 2024

### BOARD GOALS

Focused Housing Programs                       Collaboration  
 Development/Redevelopment                       Financial Sustainability                       Operational Effectiveness

### CONTACT

Department Head: Ken Bauer, Finance Director

Author: Chris Meyer, Assistant Director of Finance

**Dakota County CDA  
Record of Disbursements  
For the month of July 2024**

	Date	Amount	Total
<b>Common Bond Housing</b>			
	07/22/24	<u>\$ 16,246.38</u>	
			\$ 16,246.38
<b>Disbursing</b>			
	07/01/24	\$ 5,182.00	
	07/03/24	\$ 492,935.47	
	07/11/24	\$ 1,312,380.00	
	07/18/24	\$ 518,631.67	
	07/25/24	<u>\$ 858,524.34</u>	
			\$ 3,187,653.48
<b>Housing Assistance</b>			
	07/01/24	\$ 2,673,491.02	
	07/18/24	<u>\$ 67,616.77</u>	
			\$ 2,741,107.79
<b>Real Estate Operations</b>			
	07/17/24	<u>\$ 50,000.00</u>	
			\$ 50,000.00
<b>Tax Levy</b>			
	07/19/24	<u>\$ 2,800,000.00</u>	
			\$ 2,800,000.00
<b>Total Disbursements</b>			<u><u>\$ 8,795,007.65</u></u>
<b>July 2024 Payroll</b>			
	07/12/24	\$ 266,556.23	
	07/26/24	<u>\$ 263,773.13</u>	
<b>Total Payroll</b>			<u><u>\$ 530,329.36</u></u>

Disbursement detail is available in the Finance Office



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 5B

**DEPARTMENT:** Administration

**FILE TYPE:** Regular - Consent

### TITLE

**Approval Of Amendments To Personnel Policy #190 – Applicant Recruitment**

### PURPOSE/ACTION REQUESTED

Approve amendments to Personnel Policy #190 – Applicant Recruitment.

### SUMMARY

Periodically, staff review personnel policies to make amendments that comply with the best practices in human resources.

Policy #190 – Applicant Recruitment has been updated to clarify the anti-nepotism section, providing updated definition of a family member, hiring of family members, working relationship of family members, and requirements to report changes in family status.

An edited and clean version of the updated policy are included in Attachment A.

### RECOMMENDATION

Staff recommends approval of the updated policy.

### EXPLANATION OF FISCAL/FTE IMPACTS

None.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

### RESOLUTION

WHEREAS, the Dakota County CDA's Administration Department regularly reviews policies and procedures and makes recommendations in order to comply with Federal, State and local laws and best practices in human resources; and

WHEREAS, updates have been made to Policy #190 – Applicant Recruitment.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the amendments to Personnel Policy #190 are hereby approved.

BE IT FURTHER RESOLVED, the Human Resources Manager is authorized to implement the policies and communicate the changes to CDA staff.

### PREVIOUS BOARD ACTION

N/A

**ATTACHMENTS**

Attachment A: Amended Personnel Policy #190

**BOARD GOALS**

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

**CONTACT**

Department Head: Sara Swenson, Director of Administration and Communications

Author: Maria Chernyavsky, Human Resources Manager

## APPLICANT RECRUITMENT

## #190

All vacancy announcements, recruitment and selection activities work toward the goal of hiring the applicants best able to perform the work required without regard to any other influences or considerations. The provisions set forth in Policies 190-200 of this manual apply in all instances unless inconsistent with rights or duties otherwise required or authorized under state or federal law.

In the performance of its responsibilities under this section, the Administration Department conducts its activities in a manner which provides for the expeditious recruitment, selection, appointment and orientation of new employees.

### POSTING AND ADVERTISING

All vacancies, except those specifically exempted (e.g. internal/promotional positions requiring a mastery of internal processes), are announced by notices posted on Dakota County CDA employment information bulletin spaces and the CDA website for a period of not less than ten working days. Each posting includes the position title, salary, job description including minimum required qualifications, instructions, and time deadlines for making application.

The hiring manager initiates the posting by informing the Administration Department.

All employment advertising is coordinated through the Administration Department which has accepted responsibility for compliance with the CDA Affirmative Action Program regarding employment advertising. Each advertisement specifies a time period for submitting applications. Each item of employment advertising includes the words "Equal Opportunity Employer" and/or "An Affirmative Action Employer."

### TEST DEVELOPMENT

All applicants for Dakota County CDA employment are evaluated in a fair and consistent manner based on their qualifications and ability to perform the work required. Testing and evaluation of education and experience is designed to provide a practical and accurate assessment of each applicant's pertinent knowledge, skills and abilities. The provisions of this policy apply to the development of selection tests (if used) and rankings for all positions.

#### Procedure

The Administration Department confers with the Responsible Authority to select the most appropriate selection tool based on the validity, availability and cost effectiveness of the identified alternatives. For each position being filled, the Administration Department and the Responsible Authority will identify:

1. The specific job-related knowledge, skills and abilities against which the applicant will be evaluated; and
2. The mechanisms or indicators to be used to evaluate each applicant relative to the required knowledge, skills, and abilities; and
3. The scale and weighting to be used to generate the applicant ranking or rating, and the method to appropriately award veteran's preference points.

To receive preference points, a veteran must meet the definition of "veteran" provided in state guidelines and provide appropriate documentation. The veteran must also receive a passing score (i.e. meet the minimum qualifications) established for the position. See Policy #200 for more details.

### APPLICATION FOR EMPLOYMENT

All applications for employment with Dakota County CDA are made through the Administration Department by the use of an approved application form (e.g. paper or on-line). Separate applications are



submitted for each vacancy for which the applicant wants to be considered. However, applicants may submit photocopies of completed applications in lieu of completing a new application for each vacancy.

### **ANTI-NEPOTISM**

~~Applicants will not be considered for selection to positions within the Dakota County CDA when such selection would create a conflict of interest. For purposes of this policy, conflict of interest means, without limitation, the situation where the applicant will be the supervisor or subordinate of another employee with whom the applicant has a personal relationship, the existence of which is highly likely to impair the organizational integrity of the work unit to which the applicant would be assigned; and/or the existence of which is highly likely to impair the job performance of the applicant or the employee. Applicants must disclose all apparent conflicts of interest at the time of application or as soon thereafter as possible. All such identified conflicts of interest will be evaluated by the Director of Administration, who has sole discretion to determine whether a conflict of interest disqualifies an applicant from employment with the Dakota County CDA. These guidelines include applicants for initial hire, transfer, promotion or demotion. The CDA recognizes that family members of current CDA employees may seek employment at the CDA. To promote a productive environment, free from conflicts of interest as well as favoritism and unfair advantage, whether perceived or real, the CDA has adopted the following rules and guidelines related to employment of such individuals. This policy applies to all CDA employees, regardless of rank or title.~~

#### **Definition of Family Member**

For purposes of this policy, family member is as:

- Spouse;
- Domestic partner;
- A person in romantic relationship with a current CDA employee;
- Parent (biological or adopted);
- Child (biological or adopted);
- Sibling;
- Grandparent or grandchild;
- Aunt or uncle;
- Niece or nephew;
- Cousin;
- Guardian or ward;
- Step, half, or in-law relation;
- A person living in one's household; and
- Any other person with a personal relationship with a current CDA employee, the existence of which is highly likely to impair the organizational integrity of the work unit to which the applicant would be assigned; and/or the existence of which is highly likely to impair the job performance of the applicant or the employee.

#### **Hiring of Family Members**

Family members seeking employment at the CDA must use standard application channels. To avoid creating any barrier to equal employment opportunity, hiring of family members based exclusively on referrals will not be permitted.

If the qualifications of any non-family member seeking employment are demonstrably superior to those of a family member of a current employee, the family member may not be considered for employment.

The CDA is committed to an equal employment opportunity workforce. All hiring decisions of Family Members must be reviewed and approved by the CDA's Executive Director.

**Working Relationship of Family Members**

Family Members may not directly supervise another family member, or occupy a position that has influence over a family member's:

- Employment
- Transfer or promotion
- Salary considerations
- Other management or personnel considerations

Such influence may include, but is not limited to, participation as a member of a screening committee or other committee that recommends personnel actions or employment decisions of the related person.

**Change in Family Status**

If two employees become Family Members while employed by the CDA, they must report the change in status to the Human Resources Department, which will work with the employees to devise a working solution to avoid violating this policy.

All vacancy announcements, recruitment and selection activities work toward the goal of hiring the applicants best able to perform the work required without regard to any other influences or considerations. The provisions set forth in Policies 190-200 of this manual apply in all instances unless inconsistent with rights or duties otherwise required or authorized under state or federal law.

In the performance of its responsibilities under this section, the Administration Department conducts its activities in a manner which provides for the expeditious recruitment, selection, appointment and orientation of new employees.

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#### Procedure

The Administration Department confers with the Responsible Authority to select the most appropriate selection tool based on the validity, availability and cost effectiveness of the identified alternatives. For each position being filled, the Administration Department and the Responsible Authority will identify:

1. The specific job-related knowledge, skills and abilities against which the applicant will be evaluated; and
2. The mechanisms or indicators to be used to evaluate each applicant relative to the required knowledge, skills, and abilities; and
3. The scale and weighting to be used to generate the applicant ranking or rating, and the method to appropriately award veteran's preference points.

To receive preference points, a veteran must meet the definition of "veteran" provided in state guidelines and provide appropriate documentation. The veteran must also receive a passing score (i.e. meet the minimum qualifications) established for the position. See Policy #200 for more details.

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- Aunt or uncle;
- Niece or nephew;
- Cousin;
- Guardian or ward;
- Step, half, or in-law relation;
- A person living in one's household; and
- Any other person with a personal relationship with a current CDA employee, the existence of which is highly likely to impair the organizational integrity of the work unit to which the applicant would be assigned; and/or the existence of which is highly likely to impair the job performance of the applicant or the employee.

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- Employment
- Transfer or promotion
- Salary considerations
- Other management or personnel considerations

Such influence may include, but is not limited to, participation as a member of a screening committee or other committee that recommends personnel actions or employment decisions of the related person.

**Change in Family Status**

If two employees become Family Members while employed by the CDA, they must report the change in status to the Human Resources Department, which will work with the employees to devise a working solution to avoid violating this policy.



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 5C

**DEPARTMENT:** Housing Development

**FILE TYPE:** Regular - Consent

### TITLE

**Award Contract For Access Control Replacement At Village Commons (Mendota Heights) and Argonne Hills (Lakeville) Senior Housing Developments**

### PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract for Access Control Replacement at Village Commons and Argonne Hills Senior Housing Developments.
- Authorize Change Order Authority.

### SUMMARY

This contract is for the replacement of failing locks at Village Commons and Argonne Hills Senior Housing developments. This is part of a long-term plan to roll out new technology over the course of the next few years and to replace the existing failing and obsolete locks.

On August 9, 2024 at 10 a.m. a public bid opening was conducted at the Dakota County CDA office for this project. Multiple contractors were solicited to bid on the project in addition to being publicly advertised (Attachment A) and posted on the CDA's website. Two contractors showed interest in the project but only one showed up to the walk-through; the other responding that they were interested but too busy at this time. One bid was received from Assured Security; the bid tabulation is Attachment B.

An Alternate to include matching apartment door levers was requested of the bidding party (Alternate #1). The alternate came in at \$6,448.80 and would be preferred that the CDA accept this alternate.

The contract price, including the Base Bid and Alternate #1 is \$222,859.41; and there are funds available for this project in the current Extraordinary Maintenance budget.

It is expected that the project would be completed by December 2024.

### RECOMMENDATION

It is recommended that the Deputy Executive Director be authorized to enter into a contract with Assured Security in the amount of \$222,859.41 and be authorized to sign change orders in amount not to exceed \$11,143 (this is 5% of the contract amount). The solicitation of bids was done in accordance with public bidding requirements and the contractor has successfully completed similar projects for the CDA in the past.

### EXPLANATION OF FISCAL/FTE IMPACTS

The \$234,002.41 (contract plus potential change order authority) will be funded from the FYE25 Extraordinary Maintenance Budget.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

**RESOLUTION**

WHEREAS, formal bids were received on August 9, 2024 for the Access Control project at Village Commons (Mendota Heights) and Argonne Hills (Lakeville) Senior Housing Developments in Dakota County; and

WHEREAS, Assured Security submitted a responsive bid of \$222,859.41; and

WHEREAS, the contract is being recommended by Property Management due to immediate need and the contractor is being recommended on their prior experience on similar projects with the CDA; and

WHEREAS, funds are available in the current Extraordinary Maintenance Budget for this project; and

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Deputy Executive Director be authorized to sign a construction contract with Assured Security in the amount of \$222,859.41; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director be authorized to approve change orders in an amount not to exceed \$11,143.

**PREVIOUS BOARD ACTION**

N/A

**ATTACHMENTS**

Attachment A: Public Advertisement

Attachment B: Bid Tabulation

**BOARD GOALS**

- Focused Housing Programs                       Collaboration
- Development/Redevelopment                       Financial Sustainability                       Operational Effectiveness

**CONTACT**

Department Head: Kari Gill, Deputy Executive Director

Author: Troy Blakestad, Capital Projects Manager

# AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA ) ss  
COUNTY OF DAKOTA

I do solemnly swear that the notice, as per the proof, was published in the edition of the

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 07/12/2024 and the last insertion being on 07/19/2024.

**MORTGAGE FORECLOSURE NOTICES**  
Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: *John Johnston*  
Designated Agent

Subscribed and sworn to or affirmed before me on 07/19/2024

*Darlene M MacPherson*  
Notary Public



**Rate Information:**

(1) Lowest classified rate paid by commercial users for comparable space:  
\$999.99 per column inch

Ad ID 1407743



**DAKOTA COUNTY  
COMMUNITY DEVELOPMENT AGENCY (CDA)  
EAGAN, MN 55123  
ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids will be received by the Office of the Director of Housing Finance & Development, Dakota County CDA, Minnesota until **10:00 AM, Friday, August 9 2024**, at the office of Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan, MN 55123, at which time they will be publicly opened and read aloud for the furnishing of all labor and materials for the **Access Control Replacement Project at Village Commons and Argonne Hills Senior Housing Developments in Dakota County, MN.**

**This Project is subject to Minnesota Statutes 2019, section 16C.285 (Responsible Contractor's Act) and therefore requires a Verification of Compliance form included with the bid.**

Bids received after this day and time will be rejected. No telephone bids nor faxed bids will be accepted. Bids shall be on the forms provided for this purpose and according to the Bidding Documents prepared by Dakota County CDA. Bids will be opened publicly and read aloud. A bid tabulation will be furnished to the Bidders. Bids shall be addressed to:

**Senior Housing Access Control Replacement Project-Public Bid  
c/o Dakota County CDA,  
1228 Town Centre Drive, Eagan, MN 55123  
Attn: Troy Blakestad**

**A mandatory pre-bid walkthrough is scheduled for Wednesday, July 24<sup>th</sup> to tour both developments. This is required of ALL bidders. Failure of a bidder to attend the walkthrough immediately subjects their bid to disqualification. Interested bidders can contact Troy Blakestad @ 651-675-4475 of the Dakota County CDA to obtain bid documents and receive more information regarding the walkthrough and this project.**

Bid security in the amount of 5% of the bid must accompany the bid in accordance with the Instruction to Bidders. Any bid not including a bid security will be considered disqualified. Payment and Performance Bonds will also be required of the awarded party.

The CDA hereby notifies all bidders in regard to any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (D.M.E.) will be afforded full opportunity to submit bids and / or proposals and will not be subjected to discrimination on the basis of race, color, sex, age, religion, or national origin.

The Dakota County CDA reserves the right to reject any and all bids, to waive irregularities and informalities therein and to award the Contract in the best interest of the CDA.

Troy Blakestad, Capital Projects Manager, Dakota County CDA

Published in the  
Dakota County Tribune  
July 12, 19, 2024  
1407743

Project: Access Control Replacement Project  
 Project Addresses: Village Commons and Argonne Hills  
 Bid Opening: Friday, August 9, 2024: 10:00 a.m.

BID TABULATION

BIDDER	BID BOND	Addenda 1 Noted	BASE BID	Alternate #1
ASSURED SECURITY	X	X	\$216,410.61	<del>\$</del> #1 \$6,440.80



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 5D

**DEPARTMENT:** Housing Development

**FILE TYPE:** Regular - Consent

### TITLE

**Award Contract For The Partial Parking Lot And Common Area Driveway Replacement Project At The CDA Office Building**

### PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract for the parking lot replacement project at the CDA Office Building.
- Authorize Change Order Authority.

### SUMMARY

This contract is for the replacement of the aging asphalt parking lot and common area driveway the CDA Office Building (excluding the rear employee parking area that will be included in the FYE26 budget request to be completed in summer 2026). The asphalt is 22 years old and several areas have been previously patched.

This project was procured using the State of Minnesota, Office of State Procurement, Contract Release P-836(5). Bituminous Roadways, Inc. is the awarded party under Contract Release P-836(5). The Contract Release is noted in Attachment A.

### RECOMMENDATION

It is recommended that the Deputy Executive Director be authorized to enter into a contract with Bituminous Roadways, Inc in the amount of \$153,502.99 and be authorized to sign change orders in an amount not to exceed \$15,350 (this is 10% of the contract amount). The solicitation of bids was done in accordance with public bidding requirements, procured by Minnesota State Procurement and the contractor has successfully completed several similar projects for the CDA in the past.

### EXPLANATION OF FISCAL/FTE IMPACTS

This improvement project is included in the FYE25 budget.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

### RESOLUTION

WHEREAS, The State of Minnesota, Office of State Procurement holds an approved Contract Release with Bituminous Roadways, Inc for member use; and

WHEREAS, Bituminous Roadways, Inc submitted a responsive bid of \$153,502.99; and

WHEREAS, the contract is being recommended on the current condition of the existing parking lot, and Bituminous Roadways, Inc. has prior experience on similar projects with the CDA; and

WHEREAS, funds are available in the current Extraordinary Maintenance budget for this project.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Deputy Executive Director is authorized to sign a contract with Bituminous Roadways, Inc. in the amount of \$153,502.99; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director is authorized to approve change orders in an amount not to exceed \$15,350.00.

**PREVIOUS BOARD ACTION**

N/A

**ATTACHMENTS**

Attachment A: Contract Release P-836(5).

**BOARD GOALS**

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

**CONTACT**

Department Head: Kari Gill, Deputy Executive Director  
Author: Vince Markell, Capital Projects Manager

# Admin Minnesota Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
 Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

## CONTRACT RELEASE: P-836(5)

**DATE:** June 06, 2024

**PRODUCT/SERVICE:** PARKING LOT REPAIR AND SMALL-SCALE BITUMINOUS PAVING

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

**EXTENSION OPTIONS:** 0 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS):** John H. Roth

**PHONE:** 651.201.2457    **E-MAIL:** [John.H.Roth@state.mn.us](mailto:John.H.Roth@state.mn.us)    **WEB SITE:** [www.mn.gov/admin/osp](http://www.mn.gov/admin/osp)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
VARIOUS	VARIOUS	NET 30	AS SCHEDULED

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

**STATE AGENCY CONTRACT USE.** State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**COOPERATIVE PURCHASING VENTURE (CPV) MEMBER ORDERING INSTRUCTIONS.** This Contract is available to all CPV members per Minn. Stat. § 16C.03, Subd. 10 and Minn. Stat. § 471.59, Subd. 1. For more information on the Cooperative Purchasing Venture Program, see State web site:

<https://mn.gov/admin/osp/other-purchasers/cpv/>.

CPV member orders are to be placed directly with the Contract Vendor and must identify this Contract Release, P-836(5), and the Contract Vendor's specific contract number.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

## SPECIAL TERMS AND CONDITIONS

**SCOPE.** The work to be completed under this contract shall consist of furnishing all labor, tools, materials, and equipment to legally and correctly replace and/or repair parking lot paving, small scale bituminous paving, including but not limited to, driveways, park roads, paved trails, access roads, and boat ramps, and paving related work for all State Agencies and Cooperative Purchasing Ventures (CPV) members for their individual projects on an as needed basis NOT TO EXCEED \$250,000 in value.

**The Contract(s) must not be used for bituminous roadwork subject to traffic control per the Minnesota Manual on Uniform Traffic Control Devices Revision 4 (2015 Edition). unless a written exception is granted by the Acquisition Management Specialist or authorized delegate.**

**PRICES.** Prices are firm through the entire contract period. At no time should the ordering entity pay more than the Contract price. Agencies and CPV Members must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

- **Unit Prices.** Materials purchased through this Contract must be for furnish and installation. Unit prices include all materials and incidentals necessary for the installation of the item(s) included in the unit price. Incidentals to all unit prices includes, but is not limited to, traffic control, erosion control, storm water management, equipment rental, pre-cleaning, post-cleaning, protections of existing features outside area of new construction or repair, restoration of areas impacted by construction operations, off-site disposal of excess and demolition materials, quality control tests and inspections, field measurements for unit price payment and other items necessary to the proper execution of the unit price item.
- **Labor Rates.** Labor hourly rates include, but is not limited to, prevailing wage requirements, equipment and tools, government taxes, Social Security, unemployment compensation, insurance payments, employees' fringe benefits, complete insurance coverage of employees, property damage, public liability insurance, surcharges, etc. normally associated with parking lot paving, repair, and other small-scale bituminous paving work. The certified prevailing wage rates in effect at the time the solicitation is advertised apply for the duration of the contract.
- **Mobilization** includes preparatory work and operations, including, but not limited to those necessary for the movement of construction personnel, equipment, supplies and incidentals to the project site, for work on the project, and for all other work and operations which must be performed or cost incurred prior to beginning work on the various items on the project site. The State will pay only one mobilization charge per project.

**PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

**VERIFYING THE CONTRACT PRICES.** The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein. The Contract(s) also includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours are properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

**STATE EXCISE AND USE TAX.** The Contractors have included any applicable State or Federal sales, excise, or use tax in their contract unit prices on all materials, supplies and equipment that are utilized for the furnishing and installing work under this contract. The State's Direct Pay Permit will not apply for orders against the Contracts.

**CONTRACT VENDOR INFORMATION:** The following is a list of the counties in which there are Contract Vendors available to provide parking lot repair and small scall bituminous paving services.

COUNTY NAME	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
AITKIN	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
ANOKA	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC	
BECKER	FPI Paving Contractors Inc.	Paragon Paving Inc.	NorthStar Contracting	
BENTON	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
BELTRAMI	NorthStar Contracting			
BIG STONE	Paragon Paving Inc.			
BLUE EARTH	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
BROWN	Paragon Paving Inc.			
CARLTON	FPI Paving Contractors Inc.	Paragon Paving Inc.		
CARVER	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
CASS	Paragon Paving Inc.	NorthStar Contracting	Knife River Corp - NC	
CHIPPEWA	Paragon Paving Inc.			
CHISAGO	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC	Knife River Corp - NC
CLAY	FPI Paving Contractors Inc.	Paragon Paving Inc.	NorthStar Contracting	
CLEARWATER	NorthStar Contracting			
COOK	<b>NO VENDORS</b>			
COTTONWOOD	Paragon Paving Inc.			
CROW WING	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
DAKOTA	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
DODGE	FPI Paving Contractors Inc.	Paragon Paving Inc.		
DOUGLAS	FPI Paving Contractors Inc.	Paragon Paving Inc.		
FARIBAUT	Paragon Paving Inc.	Ulland Bros Inc.		
FILLMORE	Paragon Paving Inc.			
FREEBORN	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
GOODHUE	FPI Paving Contractors Inc.	Paragon Paving Inc.		
GRANT	Paragon Paving Inc.			
HENNEPIN	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
HOUSTON	Paragon Paving Inc.			
HUBBARD	Paragon Paving Inc.	NorthStar Contracting		
ISANTI	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
ITASCA	<b>NO VENDORS</b>			
JACKSON	Paragon Paving Inc.			
KANABEC	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
KANDIYOHI	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
KITSON	Opp Construction LLC			
KOOCHICHING	<b>NO VENDORS</b>			
LAC QUI PARLE	Paragon Paving Inc.			
LAKE	<b>NO VENDORS</b>			
LAKE OF THE WOODS	<b>NO VENDORS</b>			
LE SUEUR	FPI Paving Contractors Inc.	Paragon Paving Inc.		

COUNTY NAME	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
LINCOLN	Paragon Paving Inc.			
LYON	Paragon Paving Inc.			
MAHNOMEN	<b>NO VENDORS</b>			
MARSHALL	Opp Construction LLC			
MARTIN	Paragon Paving Inc.	Ulland Bros Inc.		
MCLEOD	FPI Paving Contractors Inc	Paragon Paving Inc.	Knife River Corp - NC	
MEEKER	Paragon Paving Inc.	Knife River Corp - NC		
MILLE LACS	FPI Paving Contractors Inc	Paragon Paving Inc.	Knife River Corp - NC	
MORRISON	FPI Paving Contractors Inc	Paragon Paving Inc.	Knife River Corp - NC	
MOWER	FPI Paving Contractors Inc	Paragon Paving Inc.	Ulland Bros Inc.	
MURRAY	Paragon Paving Inc.			
NICOLLET	FPI Paving Contractors Inc	FPI Paving Contractors Inc.		
NOBLES	Paragon Paving Inc.			
NORMAN	Paragon Paving Inc.	Opp Construction LLC		
OLMSTED	FPI Paving Contractors Inc.	Paragon Paving Inc.		
OTTER TAIL	Paragon Paving Inc.	NorthStar Contracting		
PENNINGTON	Opp Construction LLC			
PINE	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
PIPESTONE	Paragon Paving Inc.			
POLK	Paragon Paving Inc.	Opp Construction LLC		
POPE	Paragon Paving Inc.			
RAMSEY	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
RED LAKE	Opp Construction LLC			
REDWOOD	Paragon Paving Inc.			
RENVILLE	Paragon Paving Inc.			
RICE	FPI Paving Contractors Inc.	Paragon Paving Inc.		
ROCK	Paragon Paving Inc.			
ROSEAU	<b>NO VENDORS</b>			
SCOTT	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
SHERBURNE	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
SIBLEY	FPI Paving Contractors Inc.	Paragon Paving Inc.		
ST. LOUIS	FPI Paving Contractors Inc.	Paragon Paving Inc.		
STEARNS	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
STEELE	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
STEVENS	Paragon Paving Inc.	NorthStar Contracting		
SWIFT	Paragon Paving Inc.			
TODD	Paragon Paving Inc.	Knife River Corp - NC		
TRAVERSE	Paragon Paving Inc.	NorthStar Contracting		
WABASHA	FPI Paving Contractors Inc.	Paragon Paving Inc.		
WADENA	Paragon Paving Inc.	NorthStar Contracting	Knife River Corp - NC	
WASECA	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
WASHINGTON	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC



COUNTY NAME	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
WATONWAN	Paragon Paving Inc.			
WILKIN	Paragon Paving Inc.	NorthStar Contracting		
WINONA	FPI Paving Contractors Inc.	Paragon Paving Inc.		
WRIGHT	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
YELLOW MEDICINE	Paragon Paving Inc.			

**PRICE QUOTES.** Prior to starting work, agencies or CPV members will request a quote for the work to be completed. Some agencies may decide to provide a drawing(s) for their individual project. The Contractor will be responsible for providing a quote showing the number of labor hours, travel hours, any mobilization, and the unit prices for materials to be used.

The Contractor may be paid for a quote according to the Hourly Rates as stated in the Price Schedule, as long as the Contractor and the agency or CPV member agree to the cost before the project is quoted. The Contractor does not have to request payment to provide a quote and the agency or CPV member does not have to agree to pay for a quote. If the Contractor wants to be paid for a quote and the agency or CPV member does not agree to the payment, then the Contractor does not have to provide a quote. If there are multiple Contractors assigned to a county, agencies may want to obtain a written price quote from multiple Contractors prior to issuing a purchase order.

Contractors shall take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. NO extras will be allowed because of the Contractor's misunderstanding as to the amount of work entailed or lack of knowledge of existing conditions. Ignorance of site conditions will not be the basis for any change order request.

**COUNTIES WHERE THERE IS NO CONTRACT COVERAGE.** Ordering entities that need work performed in a county that is not covered by a Contract are allowed to contact a Contractor who does have a Contract for a county that abuts the county where the work is to be performed. Under such circumstances, the Contractor may agree at their discretion to extend the Contract pricing, terms and conditions on an individual project basis.

**PURCHASE ORDER LIMITS.** Individual purchase orders, including associated change orders, issued against these contracts for parking lot repair or replacement shall be less than \$250,000. Agency projects for \$250,000 and more will need to be bid and contracted for through established public works construction contracting procedures.

**PAYMENT AND PERFORMANCE BONDS.** The Contractor must provide a payment and performance bond per project (furnish equipment and installation) if a project is estimated to be \$175,000.00 or greater per Minn. Statute 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Obligee.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Contractor shall be responsible for getting the consent and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as

the bonds issued by the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

Any miscellaneous labor, materials, tools, equipment or services required for a State Agency/CPV member's project, related to the Contract scope, but not listed on the Contract Price Schedule, will be furnished by the Contractor and will be billed at the Contractor's actual cost - **NOT TO EXCEED A TOTAL OF \$5,000 PER PROJECT**. Copies of invoices for these purchases and/or rental fees shall be attached to the invoice that is submitted to the State Agency/CPV member.

**CHANGE ORDERS.** Contract unit pricing will be used for changes (increases and/or decreases) in the work after the purchase order has been issued. Contractor may proceed with changes in the work after written acceptance from the agency contact person and will be adjusted by Change Order.

**PERMITS.** Permits required by local authorities shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits if the cost is itemized and evidence of the permit and its cost is attached to the invoice.

**RESPONSE TIME.** Upon receipt of a purchase order, the Contractor shall contact the ordering entity where work is to be performed or materials to be delivered within five (5) calendar days acknowledging the receipt of order and to schedule work start dates. Orders requiring expedited action will indicate "expedited action response required" on the purchase order. If after an installation date has been established and the ordering entity requires a delay in the work, the ordering entity may, without penalty, delay installation for a period mutually agreed upon by both parties. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the ordering entity.

All products must be installed with a minimum of interruption to the normal business operation. All work will comply with the applicable national, state and local codes and regulations. If normal service must be disrupted, the Contractor must consult with and obtain the approval of the ordering entity on how the service disruption will be handled prior to scheduling the work. Service Center assistance must be available 7 days a week, 24 hours a day. The Contractor must be able to provide first response to all service calls within one (1) hour. First response is defined as a returned phone call, or diagnostic and troubleshooting, and/or providing anticipated resolution.

**INSURANCE.** The Office of State Procurement has a current certificate of insurance on file for all Contractors for furnish and install work under the contracts. CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.

#### **DEFINITIONS FOR HOURLY RATES AND STATE HOLIDAYS.**

Work Hours:

- Weekday Cost - Monday through Friday, 7:30 a.m. to 4:00 p.m. Central Time
- Weekday Evening Cost - Monday through Friday, 4:01 p.m. to 7:29 a.m. Central Time
- Weekend/ State Holiday Cost - 4:01 p.m. (Friday) to 7:29 a.m. (Monday) Central Time

State Holidays:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas

**CONDUCT.** All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State shall be replaced immediately. The State reserves the right to reject any employee.

**WORKMANSHIP, AND LICENSES.** Contractors shall employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing.

All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

**REMOVED ITEMS/CLEAN-UP.** It will be the Contractor's responsibility to legally dispose of all materials and supplies removed and/or used during a project. The cost of cleanup performed by the Agency or CPV member as a result of the Contractor's failure to provide the required cleanup shall be deducted at the actual cost to the Agency or CPV member from the Contract sum.

**SAFETY.** The State agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the State may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on projects for unsafe practices, violations of Contract procedures, or other problems.

The Contractor shall take all reasonable necessary steps to provide for the safety of, and prevent damage, injury or loss to:

- a. All Persons.
- b. The building and all other real or personal property at the work site.
- c. All the equipment at the building, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the State if, during the term of this agreement, the Contractor observes or otherwise learns of any condition which:

- a. In the Contractor's judgment, poses a threat to the safety of persons or property;
- b. Adversely affects the equipment: or Is in violation of any applicable codes or regulations.

**WARRANTY.** The Contractor shall provide a one-year warranty which includes labor and materials, unless otherwise stated in the specifications or if there is an extended manufacturer's warranty. The Contractor shall repair or replace defective materials that fail with the warranty period. The warranty period shall not commence until final acceptance by owner.

**BACKGROUND CHECKS.** Some State Agencies may require criminal background checks on persons that enter, work at or service the facility. Some of the State Agencies which require criminal history/background checks include, but are not limited to, the following: Department of Corrections, Department of Human Services, Minnesota Academy for the Deaf and Blind, and Bureau of Criminal Apprehension. If this requirement applies, the State agency shall notify the Contractor when they request a quote or prior to proceeding with a purchase order.

State Agencies will be responsible for the cost of background checks. It will be the responsibility of the Contractor to make sure they are aware of and are in compliance with administering criminal background checks per State, Federal, and local law.

Notwithstanding the foregoing, the Contractor will be responsible for the actions and/or results of such actions of their employees under the Contract.

**SUBCONTRACTING.** Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all **approved** subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

**SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor

is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

**PAYMENT.** The payment for each purchase order will only be made after all work has been accepted as satisfactory by the State Agency or CPV Member. At completion of each project the invoice should at a minimum include:

- The name of the Contractor/Contract number.
- The State Agency purchase order number.
- Date and description of work performed.
- Mobilization charge.
- Number of labor hours, labor rate and total labor billed.
- Material unit prices for work completed.
- Total for invoice.

All services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the State Agency or CPV Member before payment will be issued.

Prior to final payment, the Contractor shall deliver an IC 134 – “Withholding Affidavit for Contractor” – to the agency or CPV Member where the work was completed. The IC 134 must be approved by the Minnesota Department of Revenue prior to final payment. For instructions on filing an IC-134 visit <https://www.revenue.state.mn.us/sites/default/files/2019-01/ic134.pdf>.

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

The prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week. Pursuant to Minnesota Statutes 177.43, “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 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.” Nothing in this Contract shall be construed as prohibiting the Contractor or subcontractor paying a higher negotiated wage rate. This requirement 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.

To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that 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. All laborers, workers, and mechanics must be paid the prevailing wage rate for work performed on the project. If the wage certification or published prevailing wages do not include a rate for a classification of work used on the project, the contractor shall contact the Department of Labor and Industry to obtain a rate.

In accordance with Minnesota Statutes 177.30 Sub. 4 and 177.43 Sub. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the following E-mail addresses provided on the Purchase Orders

- 1) STATE AGENCIES except MnDOT must list the E-mail addresses on their purchase orders.
- 2) CPV Members must indicate if they need certified payroll reports and the appropriate addresses for submission on their purchase orders.

The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <https://mn.gov/admin/osp/vendors/overview-for-vendors/>, under Step 3: Compliance Documents. 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 with the exception of Mn/DOT (see below).

These completed forms must be furnished not more than 14 days after the end of each pay period.

The Subject Line on the Contractor's and Subcontractor's E-mail must show the Firm name and the Contract Number or Purchase Order Number and the pay period ending date.

Failure to maintain records as required by Minnesota Statutes 2008, Section 177.30 may be fined up to \$1,000 for each failure to maintain said records. This penalty is in addition to any penalties provided under section 177.32, Subd. 1. Contractors and subcontractors must keep these records for three years after the contracting authority has made final payment on the public works project.

The Contractor is solely responsible for payment of all required Prevailing Wage rates. Further, the State will not be liable for increased labor cost, errors in the rates or classifications, or changes to same prior to the awarding of Contracts. Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates are included in this specification. Said wage rates must be posted in at least one conspicuous place for the employees working on the project.

Any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be subject to fine and imprisonment. 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

In accordance with Minnesota Statutes 177.43, sub. 6a, upon issuance of a notice of a compliance order and withholding order issued by the Department of labor and Industry to the Contractor or subcontractor or another employer pursuant to section 177.27, sub. 4 for violation of sections 177.41 to 177.44, the Owner, as the contracting authority shall 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 owner must withhold the sum ordered until the compliance order has become a final order and has been fully paid or otherwise resolved by the Contractor.

**CPV Requirements:**

To avoid any statutory penalties, each CPV member subject to Minnesota Statutes sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, who issue purchase orders against a State annual contract for construction need to collect certified payroll records containing the information required in Minnesota Statutes section 177.30.

***IF YOU HAVE QUESTIONS REGARDING THE PREVAILING WAGE LAWS, CONTACT THE DEPARTMENT OF LABOR AND INDUSTRY AT 651.284.5091.***

## MnDOT PREVAILING WAGE PAYROLL REPORTING REQUIREMENT

To meet Minn. Stat. § 177.43 requirement, the Contractor and Subcontractor(s) shall submit payroll forms according to MnDOT (Labor Compliance Unit, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

- A. All contractors shall submit a payroll statement to the department (Minn. Stat. § 177.44, subd. 7). The statement shall be submitted based on the contractor's payment schedule. If a contractor pays its employees weekly, a payroll statement shall be submitted weekly. If a contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT Contract Administration Manual, Section .320). All contractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. § 181.10).

Each statement submitted shall include all employees that performed work under this contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 10 and Minn. Stat. § 177.30):

1. Contractor's name, address, and telephone number.
2. State project number.
3. Payroll report number.
4. Project location.
5. Workweek ending date.
6. Name, social security number, and home address for each employee.
7. Labor classification(s) and/or three-digit code for each employee.
8. Hourly straight time and overtime wage rates paid to each employee.
9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
10. Authorized legal deductions for each employee.
11. Project gross amount, weekly gross amount and net wages

- B. Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1 - 11) of this section. However, contractors needing a payroll form may utilize the "front side" of the U.S. Department of Labor's, WH-347-Payroll Form. This form is available by visiting the Labor Compliance website ([www.dot.state.mn.us/const/labor/](http://www.dot.state.mn.us/const/labor/)).
- C. All payroll records must be accompanied with a completed and signed MnDOT, 21658 - Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 10).
- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed (Minn. Stat. § 177.30(1)(2)(3)(4)).
- E. The Prime Contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).
- F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate, detailed earnings statement (Minn. Stat. § 181.032).
- G. Upon request from the Minnesota Department of Labor and Industry (MN/DOLI) or the Department, the Prime Contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions (Minn. Stat. § 177.44, subd. 7 and Minn. Rules 5200.1106, Subpart 10).
- H. At the department's discretion, the project engineer may administer the submission of payroll records according to MnDOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MnDOT Contract Administration Manual, Section A (4)(d).
- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available on-line at: <http://www.dot.state.mn.us/const/labor/documents/contractdocs/specprovdivastate.pdf>

# SPECIFICATIONS FOR SMALL SCALE BITUMINOUS PAVING & REPAIR

## PART 1 GENERAL 1.01 SUMMARY

- A. Section Includes:
1. Quality control and quality assurance.
  2. Preparation and precautions.
  3. Erosion control.
  4. Traffic control and protections.
  5. Establishment of grade.
  6. Clearing and demolition.
  7. Subgrade preparation and earthwork.
  8. Utility adjustments.
  9. Aggregate base.
  10. Cast-in-place concrete, cement, aggregates, and admixtures for the following:
    - a. Curb and gutter.
    - b. Drive aprons.
    - c. Patching
  10. HMA paving and curbing.
  11. Crack sealing.
  12. Pavement sealing.
  13. Patching.
  14. Leveling.
  15. Overlaying.
  16. Tolerances.
  17. Tests and inspections (Owner option).
  18. Cleanup and disposal.
- B. Unit Price Measurement and Inclusion:
- a. Concrete Curb Removal
    - 1) Measurement: lineal foot
    - 2) Includes: Sawcutting, removal of curb and aggregate base material, stockpiling, loading, and off-site disposal.
  - b. Concrete Curb and Gutter
    - 1) Measurement: lineal foot
    - 2) Includes: Subgrade preparation and provision of concrete curb and gutter including control and expansion joints.
  - c. HMA Curb
    - 1) Measurement: lineal foot
    - 2) Includes: Surface cleaning, provision of tack coat and curbing.
  - d. Weed Removal from Cracks
    - 1) Measurement: lineal foot
    - 2) Includes: Removal and off-site disposal of weeds from cracks.
  - e. Soil Sterilant for Cracks
    - 1) Measurement: lineal foot
    - 2) Includes: Provision of soil sterilant for cracks.
  - f. Backer Rod for Crack Sealing
    - 1) Measurement: lineal foot
    - 2) Includes: Provision of backer rod for crack sealing.
  - g. Crack Sealing
    - 1) Measurement: lineal foot
    - 2) Includes: Cleaning and drying of crack, provision of sealant and protective measures against pick-up.
  - h. Subsurface Drainage System
    - 1) Measurement: lineal foot
    - 2) Includes: Subgrade preparation and provision of drainpipe and fittings, coarse filter aggregate, geotextile drainage fabric, and connection to outfall structure (if required).

- i. Bituminous Pavement Removal (Non-mill)
  - 1) Measurement: square yard, aerial extent of removal area
  - 2) Includes: Sawcutting, removal of bituminous pavement and curbing, stockpiling, loading, and off-site disposal.
- j. Concrete Pavement Removal (Non-mill)
  - 1) Measurement: square yard, aerial extent of removal area
  - 2) Includes: Sawcutting, removal, stockpiling, loading, and off-site disposal.
- k. Concrete Drive Apron
  - 1) Measurement: square yard
  - 2) Includes: Subgrade preparation and provision of concrete pavement for drive aprons. Control and expansion joints are to be paid for as a separate line item (as specified herein).
- l. Concrete Patching
  - 1) Measurement: square yard, aerial extent of patch at surface.
  - 2) Includes: Surface cleaning, provision of patching concrete to match surrounding concrete for type, color, and surface texture.
- m. HMA Paving
  - 1) Measurement: square yard
  - 2) Includes: Subgrade preparation, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- n. Aggregate Base
  - 1) Measurement: square yard
  - 2) Includes: Subgrade preparation, stockpiling, loading, placing, moisture conditioning, and compacting.
- o. Pavement Sealing - Fog Seal
  - 1) Measurement: square yard
  - 2) Includes: Surface cleaning and provision of fog seal.
- p. Pavement Sealing - Seal Coat
  - 1) Measurement: square yard
  - 2) Includes: Pre and post surface cleaning, and provision of seal coating.
- q. Overlaying
  - 1) Measurement: square yard
  - 2) Includes: Surface cleaning, provision of tack coat and HMA, placing, compacting, rolling.
- r. Brush Removal
  - 1) Measurement: square yard
  - 2) Includes: Removal of brush and groupings of trees including their root systems within 18 inches (minimum) of grade, off-site disposal.
- s. Bituminous Pavement Removal (Mill)
  - 1) Measurement: square yard, aerial extent of milled area
  - 2) Includes: Milling bituminous pavement, off-site disposal of millings.
- t. Leveling Courses
  - 1) Measurement: square yard, aerial extent of top leveling course
  - 2) Includes: Surface cleaning, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- u. HMA Patching
  - 1) Measurement: square yard, aerial extent of top of patch
  - 2) Includes: Subgrade preparation, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- v. Cold Mix Patching
  - 1) Measurement: square yard, aerial extent of top of patch
  - 2) Includes: Surface cleaning, provision of cold mix asphalt, placing, compacting, and rolling.
- w. Common Excavation (local reuse)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)



- 2) Includes: Excavating, stockpiling, loading, reusing soil materials in the Work which meet the requirements for Select Suitable Material and Select Granular Material, subgrade preparation, placing, moisture conditioning, and compacting.
- x. Common Excavation (export)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)
  - 2) Includes: Excavating, stockpiling, loading, and exporting all types of soil materials.
- y. Rock Excavation (local reuse)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)
  - 2) Includes: Removal by non-standard heavy equipment such as jack-hammer or other similar approved techniques, excavating, stockpiling, loading, reusing materials in the Work, subgrade preparation, crushing, placing, and compacting material.
- z. Rock Excavation (export)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)
  - 2) Includes: Removal by non-standard heavy equipment such as jack-hammer or other similar approved techniques, excavating, stockpiling, loading, and exporting.
- aa. Select Granular Borrow
  - 1) Measurement: cubic yard
  - 2) Includes: Subgrade preparation and supplying, loading, importing, stockpiling, placing, and compacting soil material meeting the requirements for Select Granular Material.
- ab. Tree Removal
  - 1) Measurement: each, caliper measured 3 feet above grade
  - 2) Includes: Removal of tree and root system within 18 inches (minimum) of grade, off-site disposal.
- ac. Utility Adjustment - Manhole/Inlet Rings
  - 1) Measurement: each
  - 2) Includes: Provision or removal of concrete adjusting rings and setting rim of manole or inlet casting.
- ad. Utility Adjustment - Valve Boxes
  - 1) Measurement: each
  - 2) Includes: Provision or removal of materials and Work associated with setting top of valve box.
- ae. Quality Control Tests & Inspections
  - 1) Measurement: each per project area
  - 2) Includes: Testing and inspection services of a testing agency as described in the "Tests and Inspections (Owner option)" article herein (Part 3).

## 1.02 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

## 1.03 REFERENCES

- A. Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction - 2020 Edition. The MnDOT Standard Specifications for Construction are available on-line at: <https://www.dot.state.mn.us/pre-letting/spec/index.html> Wherever in the specifications reference is made to a number preceded by "MnDOT", the reference shall be understood to mean that numbered section of the Department of Transportation specifications, except that provisions for measurement and payment shall not apply and all costs in connection therewith shall be included in the pricing response for the work in this RFB.
- B. Minnesota Department of Transportation (MnDOT), standard plates updated at: <https://standardplates.dot.state.mn.us/StdPlate.aspx>
- C. Minnesota Pollution Control Agency (MPCA), General Permit MN R100001, Authorization to Discharge Storm Water Associated with Construction Activity Under the NPDES/SDS Permit Program. Permit

requirements may be obtained by calling the MPCA at 800-657-3864 or on the internet at [www.pca.state.mn.us/water/stormwater/stormwater-c.html](http://www.pca.state.mn.us/water/stormwater/stormwater-c.html).

- D. Minnesota Asphalt Pavement Association (MAPA), Asphalt Paving Design Guide. This guide may be obtained by calling MAPA at 651-636-4666 or on the internet at [www.asphaltisbest.com](http://www.asphaltisbest.com).
- E. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2014.
- F. ASTM D 1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens; 2007e1.
- G. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2015.
- H. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN m/m<sup>3</sup>)); 2012.
- I. ASTM D 2041 - Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures; 2011.
- J. ASTM D 2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2000.
- K. ASTM D 2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures; 2004.
- L. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2000.
- M. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2009).
- N. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2010.
- O. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000 (Reapproved 2009).
- P. ACI 305R - Hot Weather Concreting; American Concrete Institute International; 2010.
- Q. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1990 (Reapproved 2002).
- R. ASTM C 33 - Standard Specification for Concrete Aggregates; 2013.
- S. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2012a.
- T. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2013a.
- U. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
- V. ASTM C 150 - Standard Specification for Portland Cement; 2012.
- W. ASTM C 173/C 173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2012.
- X. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a.
- Y. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2011.
- Z. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2013.
- AA. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2012a.

- AB. ASTM C 685/C 685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2011.

#### **1.04 DEFINITIONS & ABBREVIATIONS**

- A. Aggregate Base - A well graded granular material placed over a stable subgrade as an integral component of the pavement section and to provide a base on which the pavement is constructed. Typically used for new paving projects.
- B. Asphalt Cement - A dark brown to black cementitious material in which the predominating constituents are bitumens which occur in nature or are obtained in petroleum processing.
- C. Cold Mix Asphalt - Typically, a mixture of cutback asphalt and aggregate mixed in a plant which may be used immediately or stockpiled for future use. Used for temporary repairs when HMA is unavailable due to seasonal constraints.
- D. Common Excavation - Excavation and local reuse of existing soils, and excavation and export of excess or Unsuitable Materials. For reused soils, includes placing, moisture conditioning, and compacting.
- E. Fine Aggregate (FA) - Fine aggregate as designated for use in pavement seal coats.
- F. Hot Mix Asphalt (HMA) - A high quality, thoroughly controlled hot mixture of asphalt cement and well graded, high quality mineral aggregate used to construct bituminous pavements.
- G. Leveling Course(s) - One or more courses of HMA of variable thickness, specifically intended to fill sags or depressions in the surface of an existing bituminous pavement prior to an overlay. Sometimes called a "wedge course."
- H. Lift - The maximum thickness of loose material that may be placed prior to compaction.
- I. Spot Repairs - Repairs to an existing pavement including crack repairs, patching, and leveling.

#### **1.05 SUBMITTALS**

- A. Submit the following:
  - 1. Report(s) that summarize pertinent field observations and determinations of material suitabilities, construction methods and operations, detailed test reports for testing as specified herein, and other applicable testing as determined during the course of construction.
  - 2. Documentation for the source of the materials incorporated in the Work.
  - 3. Job Mix Formula (JMF) for HMA prepared by an independent testing laboratory for acceptance. A JMF from a current project prepared by an independent testing Lab may be acceptable. Engineer supplied mix designs and similar recommendations are not part of this specification. Provide and pay for all Work required to develop the JMF. Do not place the bituminous courses prior to acceptance of the JMF by the Owner.

#### **1.06 QUALITY CONTROL & QUALITY ASSURANCE**

- A. Quality Control: The Contractor will perform quality control tests and inspections as necessary to achieve a quality product. Additionally, the Owner, at his option, may require tests and inspections to be provided from the Contractor as specified in the "Tests and Inspections (Owner Option)" article herein.
- B. Quality Assurance: The Owner, at his option, may perform quality assurance tests and inspections, independent of Contractor tests, to better ensure a quality product. Tests may include those specified under the "Testing and Inspections (Owner Option)" article specified herein.
  - 1. Perform Work as specified herein and according to MnDOT requirements, except as modified herein. Where this specification differs from MnDOT requirements, the more stringent requirement governs.

## **1.07 MnDOT MODIFICATIONS**

- A. General modifications to MnDOT standard specifications are described in this article. Specific modifications are specified elsewhere in this specification.
- B. Department is equivalent to the Owner.
- C. Owner may or may not retain professional services.
- D. Material source approvals are not part of this specification. Provide material and mixture quality control data to the Owner affirming quality of materials specified as required in "Submittals" article herein.
- E. Sampling and testing as specified herein. Acceptance schedules are not part of this specification.
- F. Growth curves and nuclear density testing is not required.
- G. Method of measurements and basis of payment as specified herein.

## **PART 2 - PRODUCTS**

### **2.01 UNSUITABLE MATERIAL**

- A. All mixtures of soil containing organic and inorganic matter such as humus, spongy matter, roots, stumps, muck, peat, rubbish, debris and other objectionable matter which may result in settlement or loss of integrity to surface pavements.

### **2.02 SUITABLE MATERIAL**

- A. All mineral soil except topsoil and Unsuitable Material as specified herein. Maximum size of stone or fragmentary rock for use as fill is 3 inches, as measured in their greatest dimension.

### **2.03 SELECT SUITABLE MATERIAL**

- A. Non-expansive mineral soil free of significant rock quantities, having a plasticity index of 15 or less, and a liquid limit of 35 or less, and free of any materials that may prevent attaining specified density. Maximum size of stone or fragmentary rock for use as fill is 3 inches, as measured in their greatest dimension. Select Granular Material meets the requirements for Select Suitable Material.

### **2.04 GEOTEXTILE DRAINAGE FABRIC**

- A. MnDOT, specification section 3733, Type 1 geotextile.

### **2.05 COARSE FILTER AGGREGATE**

- A. MnDOT, specification section 3149.2.H for Coarse Filter Aggregate.

### **2.06 SUBSURFACE DRAINAGE SYSTEM**

- A. Drainpipe: MnDOT standard specification section 3278 for Type SP pipe with Class 2 slotted perforations.
- B. Coarse Filter Aggregate: As specified herein.
- C. Geotextile Drainage Fabric: As specified herein.

### **2.07 SELECT GRANULAR MATERIAL**

- A. MnDOT standard specification section 3149.2.B2.
- B. Salvaged/recycled asphalt pavement may be used in accordance with MnDOT standard specification section 3149.2.A1 to meet the above gradation. No other salvaged/recycled material may be used.

### **2.08 AGGREGATE BASE**

- A. MnDOT standard specification section 3138, Class 5, 100 percent crushed.
- B. Salvaged/recycled asphalt pavement may be used in accordance with MnDOT standard specification section 3138.A2. No other salvaged/recycled material may be used.

### **2.09 TACK COAT**

- A. MnDOT standard specification section 2357.

### **2.10 HMA**

- A. Use the HMA specified below depending on location in the state. For purposes of this specification, northern and southern Minnesota are divided by an east-west line from North Dakota to Wisconsin and intersecting the southern edge of Mille Lacs Lake.
- B. Northern Minnesota: MnDOT standard specification section 2360 Designation SPWEA330B for Wear Courses and SPNWA330B for Non-Wear Courses, all virgin aggregate, , except as amended in the "Modifications" below. Asphalt content of mixture per MnDOT Standard specification section 2360.E5.
- C. Southern Minnesota: MnDOT standard specification section 2360 Designation SPWEA330L for Wear Courses and SPNWA330L for Non-Wear Courses, all virgin aggregate, except as amended in the "Modifications" below. Asphalt content of mixture per MnDOT Standard specification section 2360.E5.

**2.11 CRACK SEALANT & BACKER ROD**

- A. Backer Rod: Compressible, non-shrinking, non-absorbent material with melting point higher than sealant temperature. Width must be about 25% wider than crack so it doesn't slip down, or float out after installing the sealant.
- B. Sealant:
  - 1. MnDOT standard specification section 3719, hot-poured, crumb rubber type.
  - 2. Assume responsibility for ensuring that material is from a MnDOT certified source. Preapproval of lots is not part of this specification.

**2.12 PAVEMENT SEALANTS**

- A. Bituminous Fog Seal: MnDOT standard specification section 2355.
- B. Bituminous Seal Coat: MnDOT standard specification section 2356. Aggregate gradation according to MnDOT standard specification section 3127 for gradation FA-1 or other 3127 gradation as per Owner or his designated representative.

**2.13 COLD MIX ASPHALT**

- A. Cold-mix asphalt, also called stockpile patching mixture to comply with discontinued MnDOT Standard Specification Section 2381 or approved equivalent. (see attachment).

**2.14 CONCRETE MATERIALS**

- A. Cement: ASTM C 150 Normal - Type I Portland type, gray color. Use different color as necessary to best match existing adjacent concrete pavement or as required by Owner.
- B. Fine and Coarse Mix Aggregates: ASTM C 33, and the following additional requirements:
  - 1. Deleterious substances:
    - a. Maximum of 0.5% by weight of clay lumps and friable particles.
    - b. Maximum of 3.0% by weight of material finer than No. 200 sieve.
    - c. Maximum of 0.5% by weight of lignite and shale.
  - 2. When fine aggregate is tested for potential reactivity by chemical method in accordance with ASTM C 289, relationship between quantity Rc (reduction in alkalinity) and quantity Sc (dissolved silica) must indicate that material is innocuous.
  - 3. Aggregate for exterior concrete must be ASTM C 33 size number 67 (3/4 inch to No. 4) and must be 100 percent crushed quarry rock composed of basalt, quartzite, granite, limestone or dolomite. For toppings or repairs less than 2 inches in thickness use ASTM C33 size number 9.
  - 4. When subjected to 5 cycles of soundness test using magnesium sulfate in accordance with ASTM C 88, coarse aggregate must have a loss of not more than 18 percent.
  - 5. Coarse aggregate must have maximum abrasion loss of 40 percent by weight when tested in accordance with ASTM C 131, Grading B.
- C. Exposed Aggregate: Aggregates for exposed aggregate finish concrete must meet the size requirements for ASTM C 33 size number 8 and be a multi-colored natural river stone. Commonly referenced as "McDonald's Mix."
- D. Admixtures
  - 1. Meet requirements of ASTM C494 or ASTM C 260.
  - 2. Fly Ash
    - a. Addition of fly ash to regular weight and lightweight concrete mixes to reduce amount of cement is permissible as specified herein.
    - b. ASTM C 618, Class C
    - c. When used in exposed concrete it must be used throughout for uniform color.

- d. Weight of fly ash added to mixes must be greater than reduction of weight of cement, with proportions of cement and fly ash selected for 28-day compressive strengths equal to those specified. Maximum reduction in weight must not exceed 15 percent of specified amount.
  - 3. Water Reducing Admixtures: ASTM C494, Type A.
  - 4. Water Reducing, Retarding Admixture: ASTM C 494, Type D.
  - 5. High Range Water Reducing Admixture (Superplasticizer): ASTM C 494, Type F or G.
  - 6. Non-corrosive, Non-chloride Accelerator: ASTM C 494, Type C or E.
  - 7. Air-entraining Admixture: ASTM C 260.
- E. Water: Potable, and not detrimental to concrete.
  - F. Acid Etch Solution: Muriatic type.
  - G. Curing Compound: ASTM C 309, Type 1, Class A.
  - H. Expansion Joint Fillers (backing for sealant by others):
    - 1. Flexible, compressible, closed cell polyethylene foam, not less than 10 psi compression deflection.
  - I. Expansion Joint Fillers (not intended for sealant):
    - 1. MnDOT standard specification section 3702.
  - J. Non-slip aggregate finish: Corundum (45% aluminum oxide & 24% ferric oxide grits) or aluminum oxide (90% pure).

## **2.15 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- C. Concrete Properties:
  - 1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4000 psi.
  - 2. Air entrainment: 6 percent entrained air with maximum tolerance of plus or minus 1.5 percent.
  - 3. Maximum slump: 4 inches, except those mixes containing super plasticizer.
  - 4. Minimum slump: 1 inch.

## **2.16 CONCRETE MIXING**

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C 685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C 94/C 94M.

# **PART 3 - EXECUTION**

## **3.01 PREPARATION & PRECAUTIONS**

- A. Examination: Review slopes, elevations, grade, drainage, above and below grade utilities, and other conditions affecting the Work. Notify Owner of conditions which are unsatisfactory or detrimental to the proper and timely completion of the Work before starting Work. The start of Work constitutes that the Contractor is satisfied with the existing conditions.
- B. Permits: Obtain permits and approvals required to perform the Work.
- C. Precautions
  - 1. Buildings and Structures: Exercise extreme care near buildings or structures (e.g., manholes, retaining walls) to prevent damage.
  - 2. Utilities: Locate existing utilities that may be disturbed by excavation operations. Determine locations by notifying Gopher State One (1-800-252-1166) for locations of utilities and by coordinating with Owner and respective utilities. Excavate with discrete test pits to determine exact utility locations, if necessary. Excavate by hand near existing utilities. Pay costs for repairing utilities damaged by construction operations.
  - 3. Water: Prevent water from ponding in construction areas, or areas affected by construction, by carefully scheduling excavation and fill procedures, establishing and maintaining appropriate grading, and providing diversion ditches or other means.
  - 4. Sensitive Soils: Subgrade soils in various areas of Minnesota may be sensitive to disturbance and may lose strength if improper construction equipment or techniques are employed. Such soils are typically cohesive soils such as silty sands. Work in sensitive soil areas using appropriate

equipment such as low ground pressure tracked excavators and non-vibratory compaction equipment, employed at slower speeds with a minimum of abrupt movements in order to avoid soil disturbance. Do not allow water to pond on these soils.

### **3.02 EROSION CONTROL**

- A. This specification is intended for projects that are less than 1 acre in total disturbed area which includes the combined area of hard surface, aggregate and vegetated areas. Projects greater than 1 acre must comply with MPCA General Permit MN R100001. Obtain these permit requirements using the contact information in the "References" article herein. Additionally, local regulations (e.g., city, watershed district, Board of Water and Soil Resources - BWSR, Minnesota Department of Natural Resources - MDNR) may have erosion control requirements that are applicable to the Work. The Contractor is responsible to know such requirements and to provide measures to comply with them.
- B. Protect excavated areas from eroding and prevent soil from leaving the site.
- C. Do not begin earthwork operations until temporary measures are installed as necessary to protect adjacent storm sewer inlets, wetlands, streams, lakes, streets, property and the like from sediment transported by storm water runoff.

### **3.03 TRAFFIC CONTROL & PROTECTIONS**

- A. Prior to performing Work, erect barricades to protect Work and traveling public, both vehicular and pedestrian in accordance with MnDOT specification section 1710. Protect Work until fully cured.
- B. Develop, provide, maintain, and remove traffic controls to the satisfaction of the Owner.
- C. The Owner will not approve plans for technical competence.
- D. Completely remove traffic control barricades and other temporary measures after completion of the Work, including applicable curing times. Assume responsibility for damage to the Work due to premature removal of traffic control and protective measures.
- E. A "Contract Traffic Control Plan" is not part of this specification.

### **3.04 ESTABLISHMENT OF GRADES**

- A. Establish grades and set grade stakes as necessary to complete the Work.
- B. Grade paved areas uniformly to match surrounding existing pavement without awkward or abrupt transitions and to provide positive drainage free of puddling. Grade at a continuous positive slope of 2 percent (minimum) and 5 percent (maximum) to drainage provisions (e.g., catch basins, swales) to prevent puddles immediately after rain events. Additionally, do not allow standing water at pavement edges immediately after rain events for finished condition.
- C. In the case of repairs or overlays, provide finished product which drains as good or better than the preexisting condition. Drain to preexisting drainage provisions or new drainage provisions as coordinated with the Owner prior to the start of construction.
- D. Grade embankments outside of new paved areas at a maximum slope of 3 horizontal to 1 vertical.

### **3.05 CLEARING & DEMOLITION**

- A. Clear Site: Completely remove trees, brush, shrubs, curbs, sidewalks, pavements, and other items or obstructions within the area of new construction. Do not remove items that must remain, such as utilities, pavements intended for overlaying, or other items designated by the Owner. For questionable items, notify Owner to determine if they are to be removed.
- B. Pavement Removal (Non-milling Option)
  - 1. For new pavement installed to match existing pavement, and for spot repairs prior to removing damaged pavement, provide a uniform sawcut edge for new pavement to be placed against. Locate sawcut edge in sound material a minimum of 1 foot all around substandard pavement area, or around area of pavement requiring removal for other reasons. For spot repairs, provide square or rectangular shaped removal area with 2 sides at right angles to the direction of traffic.
  - 2. Sawcut in a neat and straight edge perpendicular to the surface a minimum of 3 inches in depth. Do not use jack hammers for top 3 inches of the edge. Jack hammering may be used below this depth to remove remaining bituminous pavement provided jack hammering is done vertically without a rocking back and forth motion, in order to provide a neat vertical edge perpendicular to the pavement surface.

3. Remove damaged pavement and underlying aggregate base material with rubber tired heavy equipment appropriate to the type and size of the pavement requiring removal.
  4. Curb Removal: Where existing adjacent pavement will remain, provide a uniform sawcut edge a distance of 1 foot from bituminous curb. Remove pavement and curb from this sawcut edge.
- C. Pavement Removal (Milling Option)
1. Milling out of substandard pavement may be performed in lieu of sawcutting/pavement removal. Mill out the substandard pavement to a minimum of 1 foot all around substandard pavement area to result in a square or rectangular shaped removal area with 2 sides at right angles to the direction of traffic.
  2. Mill edges in a neat and straight edge perpendicular to the surface.
- D. Burning Prohibited: The use of burning is prohibited.
- E. Blasting Prohibited: The use of any type of explosives is prohibited.
- F. Protection: Protect trees and other features outside the area of new construction.
- G. Contractor Damage: Repair damage to existing surfaces and features resulting from Contractor operations to preexisting or better condition at no cost to the Owner. This includes, but is not limited to, disintegration, depressions, gouges, tire marks, stains and the like.
- H. Debris Removal: Unless materials are reused in the Work as specified herein, remove demolition debris generated from Work off the limits of the site. Recycle to the maximum extent practicable.

### 3.06 SUBGRADE PREPARATION & EARTHWORK

- A. General Requirements (applies to new paving and patch repairs to existing pavement)
1. Excavation:
    - a. Grade to required section accounting for aggregate base, bituminous pavement thicknesses, and other surfacing (e.g., topsoil, concrete) that may be specified elsewhere, and so that positive drainage is achieved as described in the "Establishment of Grade" article herein.
    - b. Remove topsoil, Unsuitable Material and soft soils.
  2. Subgrade Compaction: Compact subgrade to achieve a firm foundation.
  3. Moisture Conditioning (cohesive soils): If necessary to achieve compaction for cohesive soils, disc or scarify soil to a depth of 6 inches, then aerate or sprinkle with water to facilitate compaction for a firm subgrade (typical moisture content of soil within 2 percent of optimum).
  4. Do not place fill in standing water, over softened soils, or on frozen ground where frost has penetrated greater than 2 inches.
  5. Do not use frozen fill.
  6. Work adjacent to structures with equipment that will not damage the structure.
  7. If inspections or soil testing indicate that the Work has not been provided in compliance with these specifications, remove the substandard Work and replace at no additional cost to the Owner.
  8. Remove from the site excess soils, topsoil, and Unsuitable Materials.
- B. New Paving
1. Rock Removal: Remove rock as necessary and as approved by Owner.
  2. Subgrade Proofrolling: During a time of good weather and with the soils at the proper moisture content, proofroll the subgrade with a loaded dump truck at a speed of 2 to 3 miles per hour. Remove soils in areas that deflect more than 2 inches.
  3. Filling:
    - a. When more than one soil type is available on-site, use the type(s) exhibiting the better structural and drainage characteristics (e.g., granular soils).
    - b. Fill excavation where some type of loading will be imposed (e.g., pavement areas) with reusable Select Suitable Material or Select Granular Material for make-up soils, compacted in maximum of 6-inch loose lifts to the bottom of Aggregate Base, or the bottom of pavement in the case of full depth paving.
    - c. Compact to 100 percent Modified Proctor density (ASTM D1557).
  4. Seepage Water: Excavations that extend into wet, soft, or spongy areas within 36 inches of the finish grade may require special design considerations (e.g., Subsurface Drainage System) to ensure lasting pavement integrity. Notify the Owner for possible Engineer and/or testing agency inspection and recommendations prior to proceeding with the Work.



5. In no case should excavation exceed 36 inches from proposed finish grade. If firm subgrade is not achieved by this level, notify Owner for possible Engineer and/or testing agency inspection and recommendations prior to proceeding with the Work.

C. Patch Repairs to Existing Pavement

1. Within the limits of the repair area, remove Unsuitable Materials and soils with excessive deflection to the depth required to provide a firm foundation.
2. For excavations exceeding 12-inch depth (maximum full depth patch thickness), fill up to this depth with Select Granular Material compacted in maximum of 6-inch loose lifts. Thoroughly compact until there is no further evidence of consolidation.
3. For excavations with groundwater seepage, fill the excavation with Select Granular Material to the lowest elevation which will provide a firm subgrade free of excessive moisture. Fill no higher than 4 inches from the surface or to the bottom of existing pavement, whichever is at a lower elevation.
4. In no case should excavation exceed 36 inches.
5. Remove excavated materials off the limits of the site.

D. Subsurface Drainage System (Owner directed)

1. A Subsurface Drainage System, simply stated, maintains normally drained conditions in the overlying soils within its influence zone and consists of perforated pipe connected to an outfall (e.g., storm sewer manhole, daylighted to a swale). It should be no higher than 3 feet from finish grade, hydraulically connected to the soils it is intended to drain (typically drains the Aggregate Base or Select Granular Material below the pavement), sloped at a minimum of 2 percent, and outletted at an elevation above outfall water levels up to approximately a 10-year storm. It should be designed by an Engineer. If a Subsurface Drainage System is required as directed by the Owner or his designated representative, construct as follows.
2. Excavate to provide a minimum 6-inch thickness under and around the Drainpipe.
3. Place the Geotextile Drainage Fabric on the prepared subgrade, then place 6 inches (minimum) thickness of Coarse Filter Aggregate as fill. Compact material with a vibratory compactor.
4. Place the Drainpipe on the Coarse Filter Aggregate to the required layout and invert elevations with end cap at high end. Place additional Coarse Filter Aggregate 6 inches (minimum) all around the pipe.
5. Wrap the Geotextile Drainage Fabric around the Coarse Filter Aggregate with a 12 inch (minimum) overlap between the edges.
6. Place Select Granular Material compacted to 100% Modified Proctor between the Subsurface Drainage System and soils it is intended to drain in order to provide a hydraulic connection.

**3.07 UTILITY ADJUSTMENTS**

- A. Coordinate Work with existing or proposed utility surface features such as manhole and inlet rims, and valve boxes. Make adjustments, up or down, to these features so that finish grade of paving Work is flush with top of these features and to provide positive drainage of pavement. Make all adjustments prior to performing paving Work.
- B. Notify Owner of discrepancies immediately and prior to performing Work.
- C. Manhole rings: 1" thick increments.

**3.08 AGGREGATE BASE**

- A. Thickness for new paving: 6" or 12" as directed by the Owner or determine based on MAPA Asphalt Design Guide. The guide may be obtained by calling MAPA at 651-636-4666 or on the internet at: [http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide\\_web.pdf](http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide_web.pdf).
- B. Place in maximum 4-inch loose lifts and compact to 100% Modified Proctor density (ASTM D1557).
- C. Extend aggregate base course a minimum of 1 foot beyond outside edge of new pavement and curb.

**3.09 HMA PAVING**

- A. Thickness for new paving: As directed by the Owner or determine based on MAPA Asphalt Design Guide. The guide may be obtained by calling MAPA at 651-636-4666 or on the internet at: [http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide\\_web.pdf](http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide_web.pdf). The thickness of patch repairs and leveling is specified in the "HMA Patching" and "Leveling Courses" articles herein, respectively.

- B. Place the bituminous pavement in accordance with MnDOT standard specification section 2360.
- C. Provide a tack coat between lifts as specified herein.
- D. Maximum lifts: 4 inches for static steel-wheeled rollers, plate compactors, and tampers. 6 inches for pneumatic and vibratory rollers.
- E. Minimum lifts (non-overlays): 1.5 inches
- F. Compaction for New Paving: Compact to a minimum of 90% of the maximum theoretical densities (Rice test, ASTM D2401). Perform rolling as soon as the hot mix material can be compacted without displacement. Continue rolling with consecutive passes to achieve even and smooth finish without roller marks.
- G. Compaction for Patching, Leveling, and Overlaying: Compact according to MnDOT standard specification 2360 for the Ordinary Compaction Method until no further evidence of consolidation is evident.
- H. Small areas: For areas too small for a roller, compaction of bituminous pavement may be accomplished with vibrating plate compactor or hand tamper.

### **3.10 TACK COAT**

- A. Perform Work according to MnDOT standard specification section 2357.

### **3.11 HMA CURBING**

- A. Provide a tack coat at base of curb according to the "Tack Coat" article herein.
- B. Provide bituminous curbing in accordance with MnDOT standard specification 2535 and MnDOT standard plate 7065C.
- C. Backfill adjacent to back of curb as indicated in standard plate, if required by Owner.

### **3.12 CRACK SEALING**

- A. Ideally, perform crack sealing in the early spring or late fall when temperatures are cool and cracks are open.
- B. Preparation:
  1. Weed Removal: Remove excessive weed growth that may prevent attaining a quality product. An approved commercial herbicide may be used, if necessary, but, remove weeds dead or alive, in either case.
  2. Clean and dry the crack by blowing out crack with a hot-air lance or compressed air.
  3. Soil Sterilant: Apply an approved soil sterilant to the entire length of the cracks to inhibit the future growth of weeds, if directed by the Owner.
  4. Backer Rod: If depth of crack is greater than 3/4 inch, install backer rod to conserve sealant. Set so that top of rod is 3/4 inch from top of crack.
- C. Application:
  1. Apply sealant in accordance with manufacturer's recommendations.
  2. Use double jacket melter to maintain proper temperature of the product during application.
  3. Insert sealant with an injection wand from bottom to the top of the crack to prevent air bubbles from forming and creating weak spots in the sealant.
  4. Strike off sealant with a squeegee to create overband.
- D. Protection (concession):
  1. If traffic protections are removed prior to the sealant being fully cured, lightly cover the sealant with fine sand, tissue paper, or liquid sealant barrier material (such as Glenzoil or equivalent) to protect the sealant against pick-up by tires. The determination of the type of sealant protection shall be with Owner agreement.

- E. Crack sealing as specified herein is intended for cracks up to 1/2 inch in width. For cracks greater than this width, remove pavement to within 1 foot on each side of the crack and patch according to the "Patching" article herein.

### 3.13 PAVEMENT SEALING

A. Preparation:

1. Verify that pavement repairs (e.g., crack sealing, patching, leveling), if any, have been completed prior to mobilizing to do the Work. Notify Owner of any discrepancies in a timely manner prior to beginning Work.
2. Ideally, perform sealing in the summer when temperatures are warm or hot.
3. Mechanically sweep pavement surfaces immediately prior to commencement of Work. Clean pavement surfaces of loose foreign matter. Verify that surfaces are dry.
4. Protect existing improvements (e.g., buildings, walks, curbs), overhanging trees, and plant life from heat damage by movable shielding or building paper. Restore damaged areas resulting from Contractor operations to preexisting or better condition at no cost to the Owner.
5. Protect utility structure lids and castings (e.g., manholes, inlets, valve boxes).

B. Application:

1. Fog Seal: Perform Work according to MnDOT standard specification 2355.
2. Seal Coat: Perform Work according to MnDOT standard specification 2356.
3. Apply coating material in a thin, uniform coating that is absorbed into the existing surface to produce a smooth, unblemished appearance.
4. Avoid excess application which may result in decreased skid resistance and pick-up on shoes or tires. Avoid too light an application which will not seal the small cracks (e.g., up to 1/8 inch).

### 3.14 HMA PATCHING

A. Preparation:

1. Remove damaged pavement according to the "Removal of Existing Pavements" article herein.
2. Remove substandard subgrade soils, inspect and prepare subgrade according to the "Subgrade Preparation" article herein.
3. Clean and dry bituminous edge and base of hole.

B. Application:

1. Tack coat: Apply a light application of bituminous Tack Coat to the sides of the existing bituminous pavement as specified in MnDOT standard specification 2360 and 2357.
2. HMA:
  - a. Use HMA as specified in the "HMA" article herein.
  - b. Place HMA according to the "HMA Paving" article herein.
  - c. Minimum total thickness: 4 inches or to match the thickness of the existing pavement, whichever is greater.
  - d. Maximum total thickness: 12 inches. Place this maximum thickness if subgrade soils require removal to this depth or deeper.
  - e. Small Areas:
    - 1) For small areas that do not allow the use of pavers to lay the HMA, shovel the HMA directly from the truck into the prepared excavation.
  - f. Lay and roll HMA while hot starting against the edges first. Deposit carefully to ensure a dense and homogenous cross section.
  - g. Level each lift of patch and spread with rakes, lutes or shovels to achieve uniform placement of homogenous material. Do not rake excessively to cause small materials to settle to bottom, leaving coarse materials on top. In no case should coarse material be left at the edges.
  - h. Lute or shovel loose mixture so that it aligns with the vertical edges of the patch.
  - i. Compact patch using a conventional power steel wheeled vibratory roller for large areas, or vibratory-plate compactor for small areas.
  - j. For final lift, compact by overlapping the first pass and return of the vibratory roller or plate compactor no more than 6 inches on to the patch on one side. Then move to opposite side and repeat the process. Next proceed at right angles to the compacted edges with each pass and return overlapping a few inches on to the encompassed mix. If there is a slope, compact from the low side to the high side to minimize shoving of the mix.
  - k. Finish patch to 1/8" to 1/4" higher than the surrounding pavement.

C. Cold Mix Patching (concession):

1. Temporary patching needed during cold weather when asphalt plants are not operational may be performed using cold mix substituted for HMA.
2. For this temporary repair, removal of damaged pavement is only required as necessary to facilitate cold mix application to achieve a smooth, firmly established driving surface.
3. Apply in maximum lifts of 2 inches, thoroughly compacted.

### **3.15 LEVELING COURSES**

- A. Preparation: Clean and dry areas of the existing bituminous pavement surface that exhibit obvious sags and depressions, or as delineated by Owner, in order to restore proper line and grade. Reference the "Establishment of Grade" article herein for finish grade instructions.
- B. Application:
  1. Provide a tack coat at base of the leveling area according to the "Tack Coat" article herein.
  2. Use HMA as specified in the "HMA" article herein.
  3. Place HMA according to the "HMA Paving" article herein.
  4. Lay and roll HMA while hot. Deposit carefully to ensure a dense and homogenous cross section.
  5. Level each lift and spread with rakes, lutes or shovels to achieve uniform placement of homogenous material. Do not rake excessively to cause small materials to settle to bottom, leaving coarse materials on top. In no case should coarse material be left at the edges.
  6. Compact using a conventional power steel wheeled vibratory roller for large areas, or vibratory-plate compactor for small areas.
  7. For multiple lifts, place the first leveling course at the base of the sag or depression. Place subsequent lifts to overlap each preceding lift. Place the final (top) lift so that the edges overlap the preceding lift and tapers smoothly into existing pavement without awkward or abrupt grade transition. Remove Work for which leveling courses do not overlap and redo at no cost to the Owner.
  8. Leveling by removal of pavement may be allowed as specified in the "Overlying" article herein.

### **3.16 OVERLAYING**

- A. Preparation
  1. Verify that proposed overlay surfaces and adjacent undisturbed areas will drain properly without puddling for the new Work, and that pavement repairs (e.g., crack sealing, patching, leveling), if any, have been completed prior to mobilizing to do the Work. Do not perform overlaying over crack sealants less than 6 months old. Ideally, crack sealants should cure for 12 months. Notify Owner of any discrepancies in a timely manner prior to beginning Work.
  2. Mechanically sweep pavement surfaces immediately prior to commencement of Work. Clean pavement surfaces of loose foreign matter. Verify that surfaces are dry.
  3. Protect existing improvements (e.g., buildings, walks, curbs), overhanging trees, and plant life from heat damage by movable shielding or building paper. Restore damaged areas resulting from Contractor operations to preexisting or better condition at no cost to the Owner.
  4. Protect utility structure lids and castings (e.g., manholes, inlets, valve boxes).
- B. Minimum Clearances and Edge Treatment
  1. Where maintenance of a minimum clearance and/or the matching of an existing elevation are necessary, mill existing surface to the depth of the overlay thickness.
  2. Where overlay areas abut pavements (e.g., walks, concrete gutter), taper edges of pavement to be overlaid by milling so that pavements will be flush and will drain positively.
  3. Provide a smooth finish surface free of awkward or abrupt grade transitions.
  4. Do not disfigure adjacent Work.
  5. Discard millings off the limits of the site.
  6. For overlays which will not abut pavements, milling is not required. Instead, taper the overlay edge to minimize disintegration of the edge due to wear.
- C. Application of New Bituminous Wear Course
  1. Apply tack coat to non-milled areas according to "Tack Coat" article herein.
  2. Place HMA in temperatures of 50 degrees F or greater.
  3. Apply HMA according to "HMA Paving" article herein using a paver.
  4. Roll immediately after placement to achieve required density.

### **3.17 PLACING CONCRETE**

- A. Thicknesses for New Paving

1. Walks: 4" minimum, or as directed by Owner
2. Other: As directed by Owner.

B. Reinforcing

1. Need for reinforcing as determined by Owner.
2. Layout and orientation
  - a. General pavements: 12" spacing each way. 2" minimum from edges of pavement, 3" minimum below pavement surface.
  - b. Aprons, curbs: Reinforcing for aprons and curbs as per applicable standard details.

C. Coordinate installation of snow melting components, if applicable.

D. Place concrete in accordance with ACI 304R.

E. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.

F. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

G. Apply surface retarder to all exposed surfaces in accordance with manufacturer's instructions.

**3.18 CONCRETE FINISHING**

A. Paving and Patching: Light broom, texture perpendicular to pavement direction.

B. Median Barrier: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4-inch radius.

C. Curbs and Gutters: Light broom, texture parallel to pavement direction.

D. Inclined Ramps: Pedestrian - Exposed aggregate finish. Vehicular - Broomed finish perpendicular to slope.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

**3.19 CURB AND GUTTER**

A. Insurmountable curb and gutter: Reference MnDOT standard plate number 7100 H for B612, B618, and B624 designs. This standard plate is updated at <http://standardplates.dot.state.mn.us/StdPlate.aspx>.

B. Surmountable curb and gutter: Reference MnDOT standard plate number 7102J for D412, D418, and D424 designs. This standard plate is updated at <http://standardplates.dot.state.mn.us/StdPlate.aspx>.

**3.18 PATCHING**

A. Preparation:

1. Remove damaged pavement according to the "Pavement Removal" article herein.
2. Remove substandard subgrade soils, inspect and prepare subgrade according to the "Subgrade Preparation and Earthwork" article herein.
3. Clean edge and base of patch area.

B. Minimum total thickness: 4 inches or to match the thickness of the existing pavement, whichever is greater.

C. Maximum total thickness: 12 inches. Place this maximum thickness if subgrade soils require removal to this depth or deeper.

D. Finish patch to match the surrounding pavement.

**3.18 TOLERANCES**

A. Finish Grade Uniformity: Maximum variation of 1/4 inch measured with 10-foot straight edge.

B. Variation from Plan Elevation (if applicable): Within 1/2 inch.

**3.18 TESTS AND INSPECTIONS (OWNER OPTION)**

- A. At the Owner's option, the following tests and inspections will be required as part of a quality control program. The Contractor will retain the testing agency and perform the quality control testing and inspection.
  - 1. In the presence of the testing agency, proofroll the compacted subgrade to determine soft areas and areas of excessive deflection which require removal.
  - 2. Mechanical analysis and classification (ASTM C136 and D2487), or Atterberg limits analysis (ASTM D4318) in the case of cohesive soils: Provide one representative test of the subgrade soils, and for each type of fill from a given source.
  - 3. Modified Proctor analysis (ASTM D1557): Provide one representative test of each type of soil for which density testing is required.
  - 4. Density test (ASTM D1556): Provide one representative test for subgrade and for each lift of fill soil.
  - 5. Thickness and field density of bituminous pavement cores (ASTM D2726) (ASTM D1188, if applicable). Provide two tests by core sample.
  - 6. If tests indicate Work does not meet specified requirements, remove work, replace and retest.
  - 7. Check evenness and grade tolerances using 10-foot straightedge or stringline for patch repairs and potential problematic areas evidenced by visual inspection.
- B. In addition to quality control, the Owner may at his option, perform tests and inspections as part of a quality assurance program independent of Contractor testing and inspection.
- C. If required by the Owner, provide certification that material furnished is in accordance with the contract.

### **3.19 CLEANUP & DISPOSAL**

- A. Cleanup: Thoroughly police and rake the site and adjacent areas as required to provide neat clean surfaces. Restore areas disturbed by construction operations to original or better condition.
- B. Disposal: Remove excess materials from the site. Recycle appropriate excess materials to the maximum extent practicable and as specified herein.

### **3.20 MnDOT MODIFICATIONS**

- A. General modifications to MnDOT specifications are described in this article. Specific modifications are specified elsewhere in this specification.
- B. Department is equivalent to the Owner.
- C. An Engineer may or may not be retained by the Owner.
- D. Sampling and testing as specified herein. Acceptance schedules are not part of this specification.
- E. Growth curves and nuclear density testing is not required.
- F. Method of measurements and basis of payment as specified herein.

**END OF SECTION**

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>PAVE IT LLC.</b> 1471 HIGHVIEW AVE EAGAN, MN 55121	<b>180305</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>

<b>VENDOR NO.:</b> 0000329257	<b>CONTACT:</b> Eric Peterson <b>CONTACT:</b> Mike Schultz <b>Email:</b> <a href="mailto:mike@paveitmn.com">mike@paveitmn.com</a>	<b>PHONE:</b> 763-807-7136 <b>PHONE:</b> 763-807-7136 <b>FAX:</b> 651-756-8050
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**COUNTIES AND PRICING:** Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott, & Washington counties.

[PAVE IT LLC - Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>FPI PAVING CONTRACTORS, INC.</b> 3230 RICE ST SHOREVIEW, MN 55126	<b>180304</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>

<b>VENDOR NO.:</b> 0000220119	<b>CONTACT:</b> Jessica Thury <b>Email:</b> <a href="mailto:jessicat@fpipaving.com">jessicat@fpipaving.com</a>	<b>PHONE:</b> 651-484-0385 <b>FAX:</b> 651-484-5327
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**COUNTIES AND PRICING:** Aitkin, Anoka, Becker, Benton, Blue Earth, Carlton, Carver, Chisago, Clay, Crow Wing, Dakota, Dodge, Douglas, Freeborn, Goodhue, Hennepin, Isanti, Kanabec, Kandiyohi, Le Sueur, McLeod, Mille Lacs, Morrison, Mower, Nicollet, Olmsted, Pine, Ramsey, Rice, Scott, Sherburne, Sibley, St. Louis, Sterns, Steele, Wabasha, Waseca, Washington, Winona, & Wright counties.

[FPI PAVING CONTRACTORS INC - Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>BITUMINOUS ROADWAYS, INC.</b> 1520 COMMERCE DRIVE MENDOTA HEIGHTS, MN 55120	<b>180300</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>

<b>VENDOR NO.:</b> 0000192548	<b>CONTACT:</b> Pam Hague <b>Email:</b> <a href="mailto:haguep@bitroads.com">haguep@bitroads.com</a>	<b>PHONE:</b> 651-287-7001 <b>FAX:</b> 651-687-9857
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**COUNTIES AND PRICING:** Carver, Dakota, Hennepin, Ramsey, Scott, and Washington counties.

[BITUMINOUS ROADWAYS INC Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>OPP CONSTRUCTION, LLC.</b> PO BOX 13530 GRAND FORKS, ND 58208	<b>180301</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>
<b>VENDOR NO.:</b> 0000198989	<b>CONTACT:</b> Greg Opp <b>Email:</b> <a href="mailto:gregopp@oppconstruction.com">gregopp@oppconstruction.com</a>		<b>PHONE:</b> 701-775-3322 <b>FAX:</b> 701-795-7020

**COUNTIES AND PRICING:** Kittson, Marshall, Norman, Pennington, Polk, and Red Lake counties.

[OPP CONSTRUCTION LLC - Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020 THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>PARAGON PAVING, INC.</b> PO BOX 240934 St PAUL, MN 55124	<b>224638</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0000272345	<b>CONTACT:</b> Richard Kelly <b>Email:</b> <a href="mailto:112646@gmail.com">112646@gmail.com</a>		<b>PHONE:</b> 651-269-1317 <b>FAX:</b> 651- 488-1810

**COUNTIES AND PRICING:** Aitkin, Anoka, Becker, Benton, Big Stone, Blue Earth, Brown, Carlton, Carver, Cass, Chippewa, Chisago, Clay, Cottonwood, Crow Wing, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Hubbard, Isanti, Jackson, Kanabec, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Norman, Olmsted, Otter Tail, Pine, Pipestone, Polk, Pope, Ramsey, Redwood, Renville, Rice, Rock, Scott, Sherburne, Sibley, St Louis, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Wadena, Waseca, Washington, Watonwan, Wilkin, Winona, Wright and Yellow Medicine counties.

[PARAGON PAVING INC Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>ULLAND BROS, INC.</b> 2501 E. MAIN STREET ALBERT LEA, MN 56007	<b>246656</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0000195693	<b>CONTACT:</b> Andy Erichson <b>Email:</b> <a href="mailto:aerichson@ulland.com">aerichson@ulland.com</a>		<b>PHONE:</b> 507-373-1960 <b>FAX:</b> 507-373-6360

**COUNTIES AND PRICING:** Blue Earth, Faribault, Freeborn, Martin, Mower, Steele, and Waseca counties.

[ULLAND BROS INC Price Schedule](#)

**CONTRACT PERIOD:** APRIL 15, 2024, THROUGH JULY 31, 2025



<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>KNIFE RIVER CORP – NORTH CENTRAL</b> 4787 SHADOW WOOD DRIVE NE SAUK RAPIDS, MN 56379-9431	<b>246664</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0000210000	<b>CONTACT:</b> Bryan Pearson <b>Email:</b> <a href="mailto:bryan.pearson@kniferiver.com">bryan.pearson@kniferiver.com</a>		<b>PHONE:</b> 320-251-9472 <b>FAX:</b> 320-251-0011

**COUNTIES AND PRICING:** Aitkin, Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Kandiyohi, McLeod, Meeker, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, and Wright counties.

[KNIFE RIVER Price Schedule](#)

**CONTRACT PERIOD:** APRIL 17, 2024, THROUGH JULY 31, 2025

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>T&amp;D LLC, D.B.A. NORTHSTAR CONTRACTING</b> 1313 6 <sup>TH</sup> AVE. N., MOORHEAD, MN 56560	<b>249723</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0001136358	<b>CONTACT:</b> Dusti Ewing <b>Email:</b> northstar.contracting@outlook.com		<b>PHONE:</b> 701-219-9873 <b>FAX:</b>

**COUNTIES AND PRICING:** Becker, Beltrami, Cass, Clay, Clearwater, Hubbard, Otter Tail, Stevens, Traverse, Wadena, and Wilkin counties.

[NorthStar Contracting Price Schedule](#)

**CONTRACT PERIOD:** MAY 25, 2024, THROUGH JULY 31, 2025

**REVISIONS.**

- 06-06-2024 Bituminous Roadways Inc., extended contract 180300 at the same terms, prices, and conditions.
- 06-03-2024 T&D LLC d.b.a. NorthStar Contracting has been awarded contract 246664 through SWIFT Event No. G0210-2000015405.
- 05-24-2024 Opp Construction, LLC, extended their contract through 7/31/2025, with revised pricing and added counties to area of service through SWIFT Event No. G0210-2000015405. All other specifications, terms, and conditions remain unchanged.
- 04-17-2024 Knife River Corp – North Central has been awarded contract 246664 through SWIFT Event No. G0210-2000015405.
- 04-15-2024 Ulland Bros Inc has been awarded contract 246656 through SWIFT Event No. G0210-2000015405.
- 04-09-2024 FPI Paving Contractors Inc; Pave It LLC; and Paragon Paving Inc; have extended their contracts through 7/31/2025, with revised pricing and added counties to area of service through SWIFT Event No. G0210-2000015405. All other specifications, terms, and conditions remain unchanged.
- 07-10-2023 Vendor ID for Paragon Paving Inc Updated from 0000922363 to 0000272345
- 07-10-2023 Bituminous Roadways Inc; Opp Construction LLC; FPI Paving Contractors Inc; Pave It LLC; and Paragon Paving Inc; have extended their contracts through 7/31/2024 at the same terms, prices, and conditions.

03-31-2023 AMS/Buyer change from Ryan Normandin to John H. Roth

02-16-2023 Assignment Agreement transferring contract from Paragon Company to Paragon Paving.

08-01-2022 Opp Construction, LLC, Bituminous Roadways Inc., Paragon Company, and FPI Paving Contractors, Inc. extended their contracts through 7/31/2023 at the same terms, prices, and conditions. Pave It, LLC extended through 7/31/2023 with revised pricing included in Amendment 1.

06-21-2021 Point of contact for FPI Paving changed from Chad Nelson to Jessica Thury.

05-01-2021 Pave It LLC is no longer a TG vendor.

04-02-2021 FPI Paving Contractors Inc. added to Nicollet County. Originally, they were omitted due to a clerical error.

09-01-2020 AMS/Buyer change from Phil Johnson to Ryan Normandin.

08-18-2020 Revised contract number for Paragon Company, Inc.



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 5E

**DEPARTMENT:** Housing Development

**FILE TYPE:** Regular - Consent

### TITLE

**Award Contract For The Parking Lot And Common Area Driveway Replacement Project At Oak Ridge Townhomes (Eagan)**

### PURPOSE/ACTION REQUESTED

- Authorize Deputy Executive Director to execute a contract for the parking lot replacement projects at Oak Ridge Townhome development in Eagan.
- Authorize Change Order Authority.

### SUMMARY

This contract is for the replacement of the aging asphalt parking lot and common area driveway at Oak Ridge Townhome development in Eagan. These asphalt areas are over 28 years old and were patched, but not holding up well.

This project was procured using the State of Minnesota, Office of State Procurement, Contract Release P-836(5). Pave-It is the awarded party under Contract Release P-836(5).

The Contract Release is noted in Attachment A.

### RECOMMENDATION

It is recommended that the Deputy Executive Director be authorized to enter into a contract with Pave-It in the amount of \$149,777.10 and be authorized to sign change orders in an amount not to exceed \$14,977 (this is 10% of the contract amount). The solicitation of bids was done in accordance with public bidding requirements, procured by the State of Minnesota, Office of State Procurement, and the contractor has successfully completed several similar projects for the CDA in the past.

### EXPLANATION OF FISCAL/FTE IMPACTS

This project is included in the FYE25 Extraordinary Maintenance budget.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

### RESOLUTION

WHEREAS, The State of Minnesota, Office of State Procurement holds an approved Contract Release with Pave-It for member use; and

WHEREAS, Pave-It submitted a responsive bid of \$149,777.10; and

WHEREAS, the contract is being recommended on the current condition of the existing parking lot, and Pave-It has prior experience on similar projects with the CDA; and

WHEREAS, funds are available in the current Extraordinary Maintenance budget for this project.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Deputy Executive Director is authorized to sign a construction contract with Pave-It in the amount of \$149,77.10; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director is authorized to approve change orders in an amount not to exceed \$14,977.

**PREVIOUS BOARD ACTION**

N/A

**ATTACHMENTS**

Attachment A: Contract Release P-836(5)

**BOARD GOALS**

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

**CONTACT**

Department Head: Kari Gill, Deputy Executive Director

Author: Vince Markell, Capital Projects Manager

# Admin Minnesota **Office of State Procurement**

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
 Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

## CONTRACT RELEASE: P-836(5)

**DATE:** June 06, 2024

**PRODUCT/SERVICE:** PARKING LOT REPAIR AND SMALL-SCALE BITUMINOUS PAVING

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

**EXTENSION OPTIONS:** 0 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS):** John H. Roth

**PHONE:** 651.201.2457 **E-MAIL:** [John.H.Roth@state.mn.us](mailto:John.H.Roth@state.mn.us) **WEB SITE:** [www.mn.gov/admin/osp](http://www.mn.gov/admin/osp)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
VARIOUS	VARIOUS	NET 30	AS SCHEDULED

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

**STATE AGENCY CONTRACT USE.** State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**COOPERATIVE PURCHASING VENTURE (CPV) MEMBER ORDERING INSTRUCTIONS.** This Contract is available to all CPV members per Minn. Stat. § 16C.03, Subd. 10 and Minn. Stat. § 471.59, Subd. 1. For more information on the Cooperative Purchasing Venture Program, see State web site:

<https://mn.gov/admin/osp/other-purchasers/cpv/>.

CPV member orders are to be placed directly with the Contract Vendor and must identify this Contract Release, P-836(5), and the Contract Vendor's specific contract number.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

## SPECIAL TERMS AND CONDITIONS

**SCOPE.** The work to be completed under this contract shall consist of furnishing all labor, tools, materials, and equipment to legally and correctly replace and/or repair parking lot paving, small scale bituminous paving, including but not limited to, driveways, park roads, paved trails, access roads, and boat ramps, and paving related work for all State Agencies and Cooperative Purchasing Ventures (CPV) members for their individual projects on an as needed basis NOT TO EXCEED \$250,000 in value.

**The Contract(s) must not be used for bituminous roadwork subject to traffic control per the Minnesota Manual on Uniform Traffic Control Devices Revision 4 (2015 Edition). unless a written exception is granted by the Acquisition Management Specialist or authorized delegate.**

**PRICES.** Prices are firm through the entire contract period. At no time should the ordering entity pay more than the Contract price. Agencies and CPV Members must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

- **Unit Prices.** Materials purchased through this Contract must be for furnish and installation. Unit prices include all materials and incidentals necessary for the installation of the item(s) included in the unit price. Incidentals to all unit prices includes, but is not limited to, traffic control, erosion control, storm water management, equipment rental, pre-cleaning, post-cleaning, protections of existing features outside area of new construction or repair, restoration of areas impacted by construction operations, off-site disposal of excess and demolition materials, quality control tests and inspections, field measurements for unit price payment and other items necessary to the proper execution of the unit price item.
- **Labor Rates.** Labor hourly rates include, but is not limited to, prevailing wage requirements, equipment and tools, government taxes, Social Security, unemployment compensation, insurance payments, employees' fringe benefits, complete insurance coverage of employees, property damage, public liability insurance, surcharges, etc. normally associated with parking lot paving, repair, and other small-scale bituminous paving work. The certified prevailing wage rates in effect at the time the solicitation is advertised apply for the duration of the contract.
- **Mobilization** includes preparatory work and operations, including, but not limited to those necessary for the movement of construction personnel, equipment, supplies and incidentals to the project site, for work on the project, and for all other work and operations which must be performed or cost incurred prior to beginning work on the various items on the project site. The State will pay only one mobilization charge per project.

**PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

**VERIFYING THE CONTRACT PRICES.** The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein. The Contract(s) also includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours are properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

**STATE EXCISE AND USE TAX.** The Contractors have included any applicable State or Federal sales, excise, or use tax in their contract unit prices on all materials, supplies and equipment that are utilized for the furnishing and installing work under this contract. The State's Direct Pay Permit will not apply for orders against the Contracts.

**CONTRACT VENDOR INFORMATION:** The following is a list of the counties in which there are Contract Vendors available to provide parking lot repair and small scall bituminous paving services.

COUNTY NAME	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
AITKIN	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
ANOKA	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC	
BECKER	FPI Paving Contractors Inc.	Paragon Paving Inc.	NorthStar Contracting	
BENTON	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
BELTRAMI	NorthStar Contracting			
BIG STONE	Paragon Paving Inc.			
BLUE EARTH	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
BROWN	Paragon Paving Inc.			
CARLTON	FPI Paving Contractors Inc.	Paragon Paving Inc.		
CARVER	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
CASS	Paragon Paving Inc.	NorthStar Contracting	Knife River Corp - NC	
CHIPPEWA	Paragon Paving Inc.			
CHISAGO	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC	Knife River Corp - NC
CLAY	FPI Paving Contractors Inc.	Paragon Paving Inc.	NorthStar Contracting	
CLEARWATER	NorthStar Contracting			
COOK	<b>NO VENDORS</b>			
COTTONWOOD	Paragon Paving Inc.			
CROW WING	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
DAKOTA	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
DODGE	FPI Paving Contractors Inc.	Paragon Paving Inc.		
DOUGLAS	FPI Paving Contractors Inc.	Paragon Paving Inc.		
FARIBAULT	Paragon Paving Inc.	Ulland Bros Inc.		
FILLMORE	Paragon Paving Inc.			
FREEBORN	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
GOODHUE	FPI Paving Contractors Inc.	Paragon Paving Inc.		
GRANT	Paragon Paving Inc.			
HENNEPIN	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
HOUSTON	Paragon Paving Inc.			
HUBBARD	Paragon Paving Inc.	NorthStar Contracting		
ISANTI	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
ITASCA	<b>NO VENDORS</b>			
JACKSON	Paragon Paving Inc.			
KANABEC	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
KANDIYOHI	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
KITSON	Opp Construction LLC			
KOOCHICHING	<b>NO VENDORS</b>			
LAC QUI PARLE	Paragon Paving Inc.			
LAKE	<b>NO VENDORS</b>			
LAKE OF THE WOODS	<b>NO VENDORS</b>			
LE SUEUR	FPI Paving Contractors Inc.	Paragon Paving Inc.		

COUNTY NAME	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
LINCOLN	Paragon Paving Inc.			
LYON	Paragon Paving Inc.			
MAHNOMEN	<b>NO VENDORS</b>			
MARSHALL	Opp Construction LLC			
MARTIN	Paragon Paving Inc.	Ulland Bros Inc.		
MCLEOD	FPI Paving Contractors Inc	Paragon Paving Inc.	Knife River Corp - NC	
MEEKER	Paragon Paving Inc.	Knife River Corp - NC		
MILLE LACS	FPI Paving Contractors Inc	Paragon Paving Inc.	Knife River Corp - NC	
MORRISON	FPI Paving Contractors Inc	Paragon Paving Inc.	Knife River Corp - NC	
MOWER	FPI Paving Contractors Inc	Paragon Paving Inc.	Ulland Bros Inc.	
MURRAY	Paragon Paving Inc.			
NICOLLET	FPI Paving Contractors Inc	FPI Paving Contractors Inc.		
NOBLES	Paragon Paving Inc.			
NORMAN	Paragon Paving Inc.	Opp Construction LLC		
OLMSTED	FPI Paving Contractors Inc.	Paragon Paving Inc.		
OTTER TAIL	Paragon Paving Inc.	NorthStar Contracting		
PENNINGTON	Opp Construction LLC			
PINE	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
PIPESTONE	Paragon Paving Inc.			
POLK	Paragon Paving Inc.	Opp Construction LLC		
POPE	Paragon Paving Inc.			
RAMSEY	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
RED LAKE	Opp Construction LLC			
REDWOOD	Paragon Paving Inc.			
RENVILLE	Paragon Paving Inc.			
RICE	FPI Paving Contractors Inc.	Paragon Paving Inc.		
ROCK	Paragon Paving Inc.			
ROSEAU	<b>NO VENDORS</b>			
SCOTT	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC
SHERBURNE	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
SIBLEY	FPI Paving Contractors Inc.	Paragon Paving Inc.		
ST. LOUIS	FPI Paving Contractors Inc.	Paragon Paving Inc.		
STEARNS	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
STEELE	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
STEVENS	Paragon Paving Inc.	NorthStar Contracting		
SWIFT	Paragon Paving Inc.			
TODD	Paragon Paving Inc.	Knife River Corp - NC		
TRAVERSE	Paragon Paving Inc.	NorthStar Contracting		
WABASHA	FPI Paving Contractors Inc.	Paragon Paving Inc.		
WADENA	Paragon Paving Inc.	NorthStar Contracting	Knife River Corp - NC	
WASECA	FPI Paving Contractors Inc.	Paragon Paving Inc.	Ulland Bros Inc.	
WASHINGTON	Bituminous Roadways Inc.	FPI Paving Contractors Inc.	Paragon Paving Inc.	Pave It LLC



COUNTY NAME	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
WATONWAN	Paragon Paving Inc.			
WILKIN	Paragon Paving Inc.	NorthStar Contracting		
WINONA	FPI Paving Contractors Inc.	Paragon Paving Inc.		
WRIGHT	FPI Paving Contractors Inc.	Paragon Paving Inc.	Knife River Corp - NC	
YELLOW MEDICINE	Paragon Paving Inc.			

**PRICE QUOTES.** Prior to starting work, agencies or CPV members will request a quote for the work to be completed. Some agencies may decide to provide a drawing(s) for their individual project. The Contractor will be responsible for providing a quote showing the number of labor hours, travel hours, any mobilization, and the unit prices for materials to be used.

The Contractor may be paid for a quote according to the Hourly Rates as stated in the Price Schedule, as long as the Contractor and the agency or CPV member agree to the cost before the project is quoted. The Contractor does not have to request payment to provide a quote and the agency or CPV member does not have to agree to pay for a quote. If the Contractor wants to be paid for a quote and the agency or CPV member does not agree to the payment, then the Contractor does not have to provide a quote. If there are multiple Contractors assigned to a county, agencies may want to obtain a written price quote from multiple Contractors prior to issuing a purchase order.

Contractors shall take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. NO extras will be allowed because of the Contractor's misunderstanding as to the amount of work entailed or lack of knowledge of existing conditions. Ignorance of site conditions will not be the basis for any change order request.

**COUNTIES WHERE THERE IS NO CONTRACT COVERAGE.** Ordering entities that need work performed in a county that is not covered by a Contract are allowed to contact a Contractor who does have a Contract for a county that abuts the county where the work is to be performed. Under such circumstances, the Contractor may agree at their discretion to extend the Contract pricing, terms and conditions on an individual project basis.

**PURCHASE ORDER LIMITS.** Individual purchase orders, including associated change orders, issued against these contracts for parking lot repair or replacement shall be less than \$250,000. Agency projects for \$250,000 and more will need to be bid and contracted for through established public works construction contracting procedures.

**PAYMENT AND PERFORMANCE BONDS.** The Contractor must provide a payment and performance bond per project (furnish equipment and installation) if a project is estimated to be \$175,000.00 or greater per Minn. Statute 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Obligee.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Contractor shall be responsible for getting the consent and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as

the bonds issued by the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

Any miscellaneous labor, materials, tools, equipment or services required for a State Agency/CPV member's project, related to the Contract scope, but not listed on the Contract Price Schedule, will be furnished by the Contractor and will be billed at the Contractor's actual cost - **NOT TO EXCEED A TOTAL OF \$5,000 PER PROJECT**. Copies of invoices for these purchases and/or rental fees shall be attached to the invoice that is submitted to the State Agency/CPV member.

**CHANGE ORDERS.** Contract unit pricing will be used for changes (increases and/or decreases) in the work after the purchase order has been issued. Contractor may proceed with changes in the work after written acceptance from the agency contact person and will be adjusted by Change Order.

**PERMITS.** Permits required by local authorities shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits if the cost is itemized and evidence of the permit and its cost is attached to the invoice.

**RESPONSE TIME.** Upon receipt of a purchase order, the Contractor shall contact the ordering entity where work is to be performed or materials to be delivered within five (5) calendar days acknowledging the receipt of order and to schedule work start dates. Orders requiring expedited action will indicate "expedited action response required" on the purchase order. If after an installation date has been established and the ordering entity requires a delay in the work, the ordering entity may, without penalty, delay installation for a period mutually agreed upon by both parties. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the ordering entity.

All products must be installed with a minimum of interruption to the normal business operation. All work will comply with the applicable national, state and local codes and regulations. If normal service must be disrupted, the Contractor must consult with and obtain the approval of the ordering entity on how the service disruption will be handled prior to scheduling the work. Service Center assistance must be available 7 days a week, 24 hours a day. The Contractor must be able to provide first response to all service calls within one (1) hour. First response is defined as a returned phone call, or diagnostic and troubleshooting, and/or providing anticipated resolution.

**INSURANCE.** The Office of State Procurement has a current certificate of insurance on file for all Contractors for furnish and install work under the contracts. CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.

#### **DEFINITIONS FOR HOURLY RATES AND STATE HOLIDAYS.**

##### Work Hours:

- Weekday Cost - Monday through Friday, 7:30 a.m. to 4:00 p.m. Central Time
- Weekday Evening Cost - Monday through Friday, 4:01 p.m. to 7:29 a.m. Central Time
- Weekend/ State Holiday Cost - 4:01 p.m. (Friday) to 7:29 a.m. (Monday) Central Time

##### State Holidays:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas

**CONDUCT.** All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State shall be replaced immediately. The State reserves the right to reject any employee.

**WORKMANSHIP, AND LICENSES.** Contractors shall employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing.

All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

**REMOVED ITEMS/CLEAN-UP.** It will be the Contractor's responsibility to legally dispose of all materials and supplies removed and/or used during a project. The cost of cleanup performed by the Agency or CPV member as a result of the Contractor's failure to provide the required cleanup shall be deducted at the actual cost to the Agency or CPV member from the Contract sum.

**SAFETY.** The State agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the State may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on projects for unsafe practices, violations of Contract procedures, or other problems.

The Contractor shall take all reasonable necessary steps to provide for the safety of, and prevent damage, injury or loss to:

- a. All Persons.
- b. The building and all other real or personal property at the work site.
- c. All the equipment at the building, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the State if, during the term of this agreement, the Contractor observes or otherwise learns of any condition which:

- a. In the Contractor's judgment, poses a threat to the safety of persons or property;
- b. Adversely affects the equipment: or Is in violation of any applicable codes or regulations.

**WARRANTY.** The Contractor shall provide a one-year warranty which includes labor and materials, unless otherwise stated in the specifications or if there is an extended manufacturer's warranty. The Contractor shall repair or replace defective materials that fail with the warranty period. The warranty period shall not commence until final acceptance by owner.

**BACKGROUND CHECKS.** Some State Agencies may require criminal background checks on persons that enter, work at or service the facility. Some of the State Agencies which require criminal history/background checks include, but are not limited to, the following: Department of Corrections, Department of Human Services, Minnesota Academy for the Deaf and Blind, and Bureau of Criminal Apprehension. If this requirement applies, the State agency shall notify the Contractor when they request a quote or prior to proceeding with a purchase order.

State Agencies will be responsible for the cost of background checks. It will be the responsibility of the Contractor to make sure they are aware of and are in compliance with administering criminal background checks per State, Federal, and local law.

Notwithstanding the foregoing, the Contractor will be responsible for the actions and/or results of such actions of their employees under the Contract.

**SUBCONTRACTING.** Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all **approved** subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

**SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor

is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

**PAYMENT.** The payment for each purchase order will only be made after all work has been accepted as satisfactory by the State Agency or CPV Member. At completion of each project the invoice should at a minimum include:

- The name of the Contractor/Contract number.
- The State Agency purchase order number.
- Date and description of work performed.
- Mobilization charge.
- Number of labor hours, labor rate and total labor billed.
- Material unit prices for work completed.
- Total for invoice.

All services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the State Agency or CPV Member before payment will be issued.

Prior to final payment, the Contractor shall deliver an IC 134 – “Withholding Affidavit for Contractor” – to the agency or CPV Member where the work was completed. The IC 134 must be approved by the Minnesota Department of Revenue prior to final payment. For instructions on filing an IC-134 visit <https://www.revenue.state.mn.us/sites/default/files/2019-01/ic134.pdf>.

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

The prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week. Pursuant to Minnesota Statutes 177.43, “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 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.” Nothing in this Contract shall be construed as prohibiting the Contractor or subcontractor paying a higher negotiated wage rate. This requirement 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.

To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that 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. All laborers, workers, and mechanics must be paid the prevailing wage rate for work performed on the project. If the wage certification or published prevailing wages do not include a rate for a classification of work used on the project, the contractor shall contact the Department of Labor and Industry to obtain a rate.

In accordance with Minnesota Statutes 177.30 Sub. 4 and 177.43 Sub. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the following E-mail addresses provided on the Purchase Orders

- 1) STATE AGENCIES except MnDOT must list the E-mail addresses on their purchase orders.
- 2) CPV Members must indicate if they need certified payroll reports and the appropriate addresses for submission on their purchase orders.

The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <https://mn.gov/admin/osp/vendors/overview-for-vendors/>, under Step 3: Compliance Documents. 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 with the exception of Mn/DOT (see below).

These completed forms must be furnished not more than 14 days after the end of each pay period.

The Subject Line on the Contractor's and Subcontractor's E-mail must show the Firm name and the Contract Number or Purchase Order Number and the pay period ending date.

Failure to maintain records as required by Minnesota Statutes 2008, Section 177.30 may be fined up to \$1,000 for each failure to maintain said records. This penalty is in addition to any penalties provided under section 177.32, Subd. 1. Contractors and subcontractors must keep these records for three years after the contracting authority has made final payment on the public works project.

The Contractor is solely responsible for payment of all required Prevailing Wage rates. Further, the State will not be liable for increased labor cost, errors in the rates or classifications, or changes to same prior to the awarding of Contracts. Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates are included in this specification. Said wage rates must be posted in at least one conspicuous place for the employees working on the project.

Any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be subject to fine and imprisonment. 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

In accordance with Minnesota Statutes 177.43, sub. 6a, upon issuance of a notice of a compliance order and withholding order issued by the Department of labor and Industry to the Contractor or subcontractor or another employer pursuant to section 177.27, sub. 4 for violation of sections 177.41 to 177.44, the Owner, as the contracting authority shall 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 owner must withhold the sum ordered until the compliance order has become a final order and has been fully paid or otherwise resolved by the Contractor.

**CPV Requirements:**

To avoid any statutory penalties, each CPV member subject to Minnesota Statutes sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, who issue purchase orders against a State annual contract for construction need to collect certified payroll records containing the information required in Minnesota Statutes section 177.30.

***IF YOU HAVE QUESTIONS REGARDING THE PREVAILING WAGE LAWS, CONTACT THE DEPARTMENT OF LABOR AND INDUSTRY AT 651.284.5091.***

## MnDOT PREVAILING WAGE PAYROLL REPORTING REQUIREMENT

To meet Minn. Stat. § 177.43 requirement, the Contractor and Subcontractor(s) shall submit payroll forms according to MnDOT (Labor Compliance Unit, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

- A. All contractors shall submit a payroll statement to the department (Minn. Stat. § 177.44, subd. 7). The statement shall be submitted based on the contractor's payment schedule. If a contractor pays its employees weekly, a payroll statement shall be submitted weekly. If a contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT Contract Administration Manual, Section .320). All contractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. § 181.10).

Each statement submitted shall include all employees that performed work under this contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 10 and Minn. Stat. § 177.30):

1. Contractor's name, address, and telephone number.
2. State project number.
3. Payroll report number.
4. Project location.
5. Workweek ending date.
6. Name, social security number, and home address for each employee.
7. Labor classification(s) and/or three-digit code for each employee.
8. Hourly straight time and overtime wage rates paid to each employee.
9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
10. Authorized legal deductions for each employee.
11. Project gross amount, weekly gross amount and net wages

- B. Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1 - 11) of this section. However, contractors needing a payroll form may utilize the "front side" of the U.S. Department of Labor's, WH-347-Payroll Form. This form is available by visiting the Labor Compliance website ([www.dot.state.mn.us/const/labor/](http://www.dot.state.mn.us/const/labor/)).
- C. All payroll records must be accompanied with a completed and signed MnDOT, 21658 - Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 10).
- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed (Minn. Stat. § 177.30(1)(2)(3)(4)).
- E. The Prime Contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).
- F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate, detailed earnings statement (Minn. Stat. § 181.032).
- G. Upon request from the Minnesota Department of Labor and Industry (MN/DOLI) or the Department, the Prime Contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions (Minn. Stat. § 177.44, subd. 7 and Minn. Rules 5200.1106, Subpart 10).
- H. At the department's discretion, the project engineer may administer the submission of payroll records according to MnDOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MnDOT Contract Administration Manual, Section A (4)(d).
- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available on-line at: <http://www.dot.state.mn.us/const/labor/documents/contractdocs/specprovdivastate.pdf>

# SPECIFICATIONS FOR SMALL SCALE BITUMINOUS PAVING & REPAIR

## PART 1 GENERAL 1.01 SUMMARY

- A. Section Includes:
1. Quality control and quality assurance.
  2. Preparation and precautions.
  3. Erosion control.
  4. Traffic control and protections.
  5. Establishment of grade.
  6. Clearing and demolition.
  7. Subgrade preparation and earthwork.
  8. Utility adjustments.
  9. Aggregate base.
  10. Cast-in-place concrete, cement, aggregates, and admixtures for the following:
    - a. Curb and gutter.
    - b. Drive aprons.
    - c. Patching
  10. HMA paving and curbing.
  11. Crack sealing.
  12. Pavement sealing.
  13. Patching.
  14. Leveling.
  15. Overlaying.
  16. Tolerances.
  17. Tests and inspections (Owner option).
  18. Cleanup and disposal.
- B. Unit Price Measurement and Inclusion:
- a. Concrete Curb Removal
    - 1) Measurement: lineal foot
    - 2) Includes: Sawcutting, removal of curb and aggregate base material, stockpiling, loading, and off-site disposal.
  - b. Concrete Curb and Gutter
    - 1) Measurement: lineal foot
    - 2) Includes: Subgrade preparation and provision of concrete curb and gutter including control and expansion joints.
  - c. HMA Curb
    - 1) Measurement: lineal foot
    - 2) Includes: Surface cleaning, provision of tack coat and curbing.
  - d. Weed Removal from Cracks
    - 1) Measurement: lineal foot
    - 2) Includes: Removal and off-site disposal of weeds from cracks.
  - e. Soil Sterilant for Cracks
    - 1) Measurement: lineal foot
    - 2) Includes: Provision of soil sterilant for cracks.
  - f. Backer Rod for Crack Sealing
    - 1) Measurement: lineal foot
    - 2) Includes: Provision of backer rod for crack sealing.
  - g. Crack Sealing
    - 1) Measurement: lineal foot
    - 2) Includes: Cleaning and drying of crack, provision of sealant and protective measures against pick-up.
  - h. Subsurface Drainage System
    - 1) Measurement: lineal foot
    - 2) Includes: Subgrade preparation and provision of drainpipe and fittings, coarse filter aggregate, geotextile drainage fabric, and connection to outfall structure (if required).

- i. Bituminous Pavement Removal (Non-mill)
  - 1) Measurement: square yard, aerial extent of removal area
  - 2) Includes: Sawcutting, removal of bituminous pavement and curbing, stockpiling, loading, and off-site disposal.
- j. Concrete Pavement Removal (Non-mill)
  - 1) Measurement: square yard, aerial extent of removal area
  - 2) Includes: Sawcutting, removal, stockpiling, loading, and off-site disposal.
- k. Concrete Drive Apron
  - 1) Measurement: square yard
  - 2) Includes: Subgrade preparation and provision of concrete pavement for drive aprons. Control and expansion joints are to be paid for as a separate line item (as specified herein).
- l. Concrete Patching
  - 1) Measurement: square yard, aerial extent of patch at surface.
  - 2) Includes: Surface cleaning, provision of patching concrete to match surrounding concrete for type, color, and surface texture.
- m. HMA Paving
  - 1) Measurement: square yard
  - 2) Includes: Subgrade preparation, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- n. Aggregate Base
  - 1) Measurement: square yard
  - 2) Includes: Subgrade preparation, stockpiling, loading, placing, moisture conditioning, and compacting.
- o. Pavement Sealing - Fog Seal
  - 1) Measurement: square yard
  - 2) Includes: Surface cleaning and provision of fog seal.
- p. Pavement Sealing - Seal Coat
  - 1) Measurement: square yard
  - 2) Includes: Pre and post surface cleaning, and provision of seal coating.
- q. Overlaying
  - 1) Measurement: square yard
  - 2) Includes: Surface cleaning, provision of tack coat and HMA, placing, compacting, rolling.
- r. Brush Removal
  - 1) Measurement: square yard
  - 2) Includes: Removal of brush and groupings of trees including their root systems within 18 inches (minimum) of grade, off-site disposal.
- s. Bituminous Pavement Removal (Mill)
  - 1) Measurement: square yard, aerial extent of milled area
  - 2) Includes: Milling bituminous pavement, off-site disposal of millings.
- t. Leveling Courses
  - 1) Measurement: square yard, aerial extent of top leveling course
  - 2) Includes: Surface cleaning, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- u. HMA Patching
  - 1) Measurement: square yard, aerial extent of top of patch
  - 2) Includes: Subgrade preparation, provision of tack coat(s) and HMA, placing, compacting, and rolling.
- v. Cold Mix Patching
  - 1) Measurement: square yard, aerial extent of top of patch
  - 2) Includes: Surface cleaning, provision of cold mix asphalt, placing, compacting, and rolling.
- w. Common Excavation (local reuse)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)



- 2) Includes: Excavating, stockpiling, loading, reusing soil materials in the Work which meet the requirements for Select Suitable Material and Select Granular Material, subgrade preparation, placing, moisture conditioning, and compacting.
- x. Common Excavation (export)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)
  - 2) Includes: Excavating, stockpiling, loading, and exporting all types of soil materials.
- y. Rock Excavation (local reuse)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)
  - 2) Includes: Removal by non-standard heavy equipment such as jack-hammer or other similar approved techniques, excavating, stockpiling, loading, reusing materials in the Work, subgrade preparation, crushing, placing, and compacting material.
- z. Rock Excavation (export)
  - 1) Measurement: cubic yard (embankment volume, prior to excavation)
  - 2) Includes: Removal by non-standard heavy equipment such as jack-hammer or other similar approved techniques, excavating, stockpiling, loading, and exporting.
- aa. Select Granular Borrow
  - 1) Measurement: cubic yard
  - 2) Includes: Subgrade preparation and supplying, loading, importing, stockpiling, placing, and compacting soil material meeting the requirements for Select Granular Material.
- ab. Tree Removal
  - 1) Measurement: each, caliper measured 3 feet above grade
  - 2) Includes: Removal of tree and root system within 18 inches (minimum) of grade, off-site disposal.
- ac. Utility Adjustment - Manhole/Inlet Rings
  - 1) Measurement: each
  - 2) Includes: Provision or removal of concrete adjusting rings and setting rim of manole or inlet casting.
- ad. Utility Adjustment - Valve Boxes
  - 1) Measurement: each
  - 2) Includes: Provision or removal of materials and Work associated with setting top of valve box.
- ae. Quality Control Tests & Inspections
  - 1) Measurement: each per project area
  - 2) Includes: Testing and inspection services of a testing agency as described in the "Tests and Inspections (Owner option)" article herein (Part 3).

## 1.02 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

## 1.03 REFERENCES

- A. Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction - 2020 Edition. The MnDOT Standard Specifications for Construction are available on-line at: <https://www.dot.state.mn.us/pre-letting/spec/index.html> Wherever in the specifications reference is made to a number preceded by "MnDOT", the reference shall be understood to mean that numbered section of the Department of Transportation specifications, except that provisions for measurement and payment shall not apply and all costs in connection therewith shall be included in the pricing response for the work in this RFB.
- B. Minnesota Department of Transportation (MnDOT), standard plates updated at: <https://standardplates.dot.state.mn.us/StdPlate.aspx>
- C. Minnesota Pollution Control Agency (MPCA), General Permit MN R100001, Authorization to Discharge Storm Water Associated with Construction Activity Under the NPDES/SDS Permit Program. Permit

requirements may be obtained by calling the MPCA at 800-657-3864 or on the internet at [www.pca.state.mn.us/water/stormwater/stormwater-c.html](http://www.pca.state.mn.us/water/stormwater/stormwater-c.html).

- D. Minnesota Asphalt Pavement Association (MAPA), Asphalt Paving Design Guide. This guide may be obtained by calling MAPA at 651-636-4666 or on the internet at [www.asphaltisbest.com](http://www.asphaltisbest.com).
- E. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2014.
- F. ASTM D 1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens; 2007e1.
- G. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2015.
- H. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN m/m<sup>3</sup>)); 2012.
- I. ASTM D 2041 - Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures; 2011.
- J. ASTM D 2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2000.
- K. ASTM D 2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures; 2004.
- L. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2000.
- M. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2009).
- N. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2010.
- O. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000 (Reapproved 2009).
- P. ACI 305R - Hot Weather Concreting; American Concrete Institute International; 2010.
- Q. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1990 (Reapproved 2002).
- R. ASTM C 33 - Standard Specification for Concrete Aggregates; 2013.
- S. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2012a.
- T. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2013a.
- U. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
- V. ASTM C 150 - Standard Specification for Portland Cement; 2012.
- W. ASTM C 173/C 173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2012.
- X. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a.
- Y. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2011.
- Z. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2013.
- AA. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2012a.

- AB. ASTM C 685/C 685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2011.

#### **1.04 DEFINITIONS & ABBREVIATIONS**

- A. Aggregate Base - A well graded granular material placed over a stable subgrade as an integral component of the pavement section and to provide a base on which the pavement is constructed. Typically used for new paving projects.
- B. Asphalt Cement - A dark brown to black cementitious material in which the predominating constituents are bitumens which occur in nature or are obtained in petroleum processing.
- C. Cold Mix Asphalt - Typically, a mixture of cutback asphalt and aggregate mixed in a plant which may be used immediately or stockpiled for future use. Used for temporary repairs when HMA is unavailable due to seasonal constraints.
- D. Common Excavation - Excavation and local reuse of existing soils, and excavation and export of excess or Unsuitable Materials. For reused soils, includes placing, moisture conditioning, and compacting.
- E. Fine Aggregate (FA) - Fine aggregate as designated for use in pavement seal coats.
- F. Hot Mix Asphalt (HMA) - A high quality, thoroughly controlled hot mixture of asphalt cement and well graded, high quality mineral aggregate used to construct bituminous pavements.
- G. Leveling Course(s) - One or more courses of HMA of variable thickness, specifically intended to fill sags or depressions in the surface of an existing bituminous pavement prior to an overlay. Sometimes called a "wedge course."
- H. Lift - The maximum thickness of loose material that may be placed prior to compaction.
- I. Spot Repairs - Repairs to an existing pavement including crack repairs, patching, and leveling.

#### **1.05 SUBMITTALS**

- A. Submit the following:
  - 1. Report(s) that summarize pertinent field observations and determinations of material suitabilities, construction methods and operations, detailed test reports for testing as specified herein, and other applicable testing as determined during the course of construction.
  - 2. Documentation for the source of the materials incorporated in the Work.
  - 3. Job Mix Formula (JMF) for HMA prepared by an independent testing laboratory for acceptance. A JMF from a current project prepared by an independent testing Lab may be acceptable. Engineer supplied mix designs and similar recommendations are not part of this specification. Provide and pay for all Work required to develop the JMF. Do not place the bituminous courses prior to acceptance of the JMF by the Owner.

#### **1.06 QUALITY CONTROL & QUALITY ASSURANCE**

- A. Quality Control: The Contractor will perform quality control tests and inspections as necessary to achieve a quality product. Additionally, the Owner, at his option, may require tests and inspections to be provided from the Contractor as specified in the "Tests and Inspections (Owner Option)" article herein.
- B. Quality Assurance: The Owner, at his option, may perform quality assurance tests and inspections, independent of Contractor tests, to better ensure a quality product. Tests may include those specified under the "Testing and Inspections (Owner Option)" article specified herein.
  - 1. Perform Work as specified herein and according to MnDOT requirements, except as modified herein. Where this specification differs from MnDOT requirements, the more stringent requirement governs.

## **1.07 MnDOT MODIFICATIONS**

- A. General modifications to MnDOT standard specifications are described in this article. Specific modifications are specified elsewhere in this specification.
- B. Department is equivalent to the Owner.
- C. Owner may or may not retain professional services.
- D. Material source approvals are not part of this specification. Provide material and mixture quality control data to the Owner affirming quality of materials specified as required in "Submittals" article herein.
- E. Sampling and testing as specified herein. Acceptance schedules are not part of this specification.
- F. Growth curves and nuclear density testing is not required.
- G. Method of measurements and basis of payment as specified herein.

## **PART 2 - PRODUCTS**

### **2.01 UNSUITABLE MATERIAL**

- A. All mixtures of soil containing organic and inorganic matter such as humus, spongy matter, roots, stumps, muck, peat, rubbish, debris and other objectionable matter which may result in settlement or loss of integrity to surface pavements.

### **2.02 SUITABLE MATERIAL**

- A. All mineral soil except topsoil and Unsuitable Material as specified herein. Maximum size of stone or fragmentary rock for use as fill is 3 inches, as measured in their greatest dimension.

### **2.03 SELECT SUITABLE MATERIAL**

- A. Non-expansive mineral soil free of significant rock quantities, having a plasticity index of 15 or less, and a liquid limit of 35 or less, and free of any materials that may prevent attaining specified density. Maximum size of stone or fragmentary rock for use as fill is 3 inches, as measured in their greatest dimension. Select Granular Material meets the requirements for Select Suitable Material.

### **2.04 GEOTEXTILE DRAINAGE FABRIC**

- A. MnDOT, specification section 3733, Type 1 geotextile.

### **2.05 COARSE FILTER AGGREGATE**

- A. MnDOT, specification section 3149.2.H for Coarse Filter Aggregate.

### **2.06 SUBSURFACE DRAINAGE SYSTEM**

- A. Drainpipe: MnDOT standard specification section 3278 for Type SP pipe with Class 2 slotted perforations.
- B. Coarse Filter Aggregate: As specified herein.
- C. Geotextile Drainage Fabric: As specified herein.

### **2.07 SELECT GRANULAR MATERIAL**

- A. MnDOT standard specification section 3149.2.B2.
- B. Salvaged/recycled asphalt pavement may be used in accordance with MnDOT standard specification section 3149.2.A1 to meet the above gradation. No other salvaged/recycled material may be used.

### **2.08 AGGREGATE BASE**

- A. MnDOT standard specification section 3138, Class 5, 100 percent crushed.
- B. Salvaged/recycled asphalt pavement may be used in accordance with MnDOT standard specification section 3138.A2. No other salvaged/recycled material may be used.

### **2.09 TACK COAT**

- A. MnDOT standard specification section 2357.

### **2.10 HMA**

- A. Use the HMA specified below depending on location in the state. For purposes of this specification, northern and southern Minnesota are divided by an east-west line from North Dakota to Wisconsin and intersecting the southern edge of Mille Lacs Lake.
- B. Northern Minnesota: MnDOT standard specification section 2360 Designation SPWEA330B for Wear Courses and SPNWA330B for Non-Wear Courses, all virgin aggregate, , except as amended in the "Modifications" below. Asphalt content of mixture per MnDOT Standard specification section 2360.E5.
- C. Southern Minnesota: MnDOT standard specification section 2360 Designation SPWEA330L for Wear Courses and SPNWA330L for Non-Wear Courses, all virgin aggregate, except as amended in the "Modifications" below. Asphalt content of mixture per MnDOT Standard specification section 2360.E5.

**2.11 CRACK SEALANT & BACKER ROD**

- A. Backer Rod: Compressible, non-shrinking, non-absorbent material with melting point higher than sealant temperature. Width must be about 25% wider than crack so it doesn't slip down, or float out after installing the sealant.
- B. Sealant:
  - 1. MnDOT standard specification section 3719, hot-poured, crumb rubber type.
  - 2. Assume responsibility for ensuring that material is from a MnDOT certified source. Preapproval of lots is not part of this specification.

**2.12 PAVEMENT SEALANTS**

- A. Bituminous Fog Seal: MnDOT standard specification section 2355.
- B. Bituminous Seal Coat: MnDOT standard specification section 2356. Aggregate gradation according to MnDOT standard specification section 3127 for gradation FA-1 or other 3127 gradation as per Owner or his designated representative.

**2.13 COLD MIX ASPHALT**

- A. Cold-mix asphalt, also called stockpile patching mixture to comply with discontinued MnDOT Standard Specification Section 2381 or approved equivalent. (see attachment).

**2.14 CONCRETE MATERIALS**

- A. Cement: ASTM C 150 Normal - Type I Portland type, gray color. Use different color as necessary to best match existing adjacent concrete pavement or as required by Owner.
- B. Fine and Coarse Mix Aggregates: ASTM C 33, and the following additional requirements:
  - 1. Deleterious substances:
    - a. Maximum of 0.5% by weight of clay lumps and friable particles.
    - b. Maximum of 3.0% by weight of material finer than No. 200 sieve.
    - c. Maximum of 0.5% by weight of lignite and shale.
  - 2. When fine aggregate is tested for potential reactivity by chemical method in accordance with ASTM C 289, relationship between quantity Rc (reduction in alkalinity) and quantity Sc (dissolved silica) must indicate that material is innocuous.
  - 3. Aggregate for exterior concrete must be ASTM C 33 size number 67 (3/4 inch to No. 4) and must be 100 percent crushed quarry rock composed of basalt, quartzite, granite, limestone or dolomite. For toppings or repairs less than 2 inches in thickness use ASTM C33 size number 9.
  - 4. When subjected to 5 cycles of soundness test using magnesium sulfate in accordance with ASTM C 88, coarse aggregate must have a loss of not more than 18 percent.
  - 5. Coarse aggregate must have maximum abrasion loss of 40 percent by weight when tested in accordance with ASTM C 131, Grading B.
- C. Exposed Aggregate: Aggregates for exposed aggregate finish concrete must meet the size requirements for ASTM C 33 size number 8 and be a multi-colored natural river stone. Commonly referenced as "McDonald's Mix."
- D. Admixtures
  - 1. Meet requirements of ASTM C494 or ASTM C 260.
  - 2. Fly Ash
    - a. Addition of fly ash to regular weight and lightweight concrete mixes to reduce amount of cement is permissible as specified herein.
    - b. ASTM C 618, Class C
    - c. When used in exposed concrete it must be used throughout for uniform color.

- d. Weight of fly ash added to mixes must be greater than reduction of weight of cement, with proportions of cement and fly ash selected for 28-day compressive strengths equal to those specified. Maximum reduction in weight must not exceed 15 percent of specified amount.
  - 3. Water Reducing Admixtures: ASTM C494, Type A.
  - 4. Water Reducing, Retarding Admixture: ASTM C 494, Type D.
  - 5. High Range Water Reducing Admixture (Superplasticizer): ASTM C 494, Type F or G.
  - 6. Non-corrosive, Non-chloride Accelerator: ASTM C 494, Type C or E.
  - 7. Air-entraining Admixture: ASTM C 260.
- E. Water: Potable, and not detrimental to concrete.
  - F. Acid Etch Solution: Muriatic type.
  - G. Curing Compound: ASTM C 309, Type 1, Class A.
  - H. Expansion Joint Fillers (backing for sealant by others):
    - 1. Flexible, compressible, closed cell polyethylene foam, not less than 10 psi compression deflection.
  - I. Expansion Joint Fillers (not intended for sealant):
    - 1. MnDOT standard specification section 3702.
  - J. Non-slip aggregate finish: Corundum (45% aluminum oxide & 24% ferric oxide grits) or aluminum oxide (90% pure).

## **2.15 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- C. Concrete Properties:
  - 1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4000 psi.
  - 2. Air entrainment: 6 percent entrained air with maximum tolerance of plus or minus 1.5 percent.
  - 3. Maximum slump: 4 inches, except those mixes containing super plasticizer.
  - 4. Minimum slump: 1 inch.

## **2.16 CONCRETE MIXING**

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C 685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C 94/C 94M.

# **PART 3 - EXECUTION**

## **3.01 PREPARATION & PRECAUTIONS**

- A. Examination: Review slopes, elevations, grade, drainage, above and below grade utilities, and other conditions affecting the Work. Notify Owner of conditions which are unsatisfactory or detrimental to the proper and timely completion of the Work before starting Work. The start of Work constitutes that the Contractor is satisfied with the existing conditions.
- B. Permits: Obtain permits and approvals required to perform the Work.
- C. Precautions
  - 1. Buildings and Structures: Exercise extreme care near buildings or structures (e.g., manholes, retaining walls) to prevent damage.
  - 2. Utilities: Locate existing utilities that may be disturbed by excavation operations. Determine locations by notifying Gopher State One (1-800-252-1166) for locations of utilities and by coordinating with Owner and respective utilities. Excavate with discrete test pits to determine exact utility locations, if necessary. Excavate by hand near existing utilities. Pay costs for repairing utilities damaged by construction operations.
  - 3. Water: Prevent water from ponding in construction areas, or areas affected by construction, by carefully scheduling excavation and fill procedures, establishing and maintaining appropriate grading, and providing diversion ditches or other means.
  - 4. Sensitive Soils: Subgrade soils in various areas of Minnesota may be sensitive to disturbance and may lose strength if improper construction equipment or techniques are employed. Such soils are typically cohesive soils such as silty sands. Work in sensitive soil areas using appropriate

equipment such as low ground pressure tracked excavators and non-vibratory compaction equipment, employed at slower speeds with a minimum of abrupt movements in order to avoid soil disturbance. Do not allow water to pond on these soils.

### **3.02 EROSION CONTROL**

- A. This specification is intended for projects that are less than 1 acre in total disturbed area which includes the combined area of hard surface, aggregate and vegetated areas. Projects greater than 1 acre must comply with MPCA General Permit MN R100001. Obtain these permit requirements using the contact information in the "References" article herein. Additionally, local regulations (e.g., city, watershed district, Board of Water and Soil Resources - BWSR, Minnesota Department of Natural Resources - MDNR) may have erosion control requirements that are applicable to the Work. The Contractor is responsible to know such requirements and to provide measures to comply with them.
- B. Protect excavated areas from eroding and prevent soil from leaving the site.
- C. Do not begin earthwork operations until temporary measures are installed as necessary to protect adjacent storm sewer inlets, wetlands, streams, lakes, streets, property and the like from sediment transported by storm water runoff.

### **3.03 TRAFFIC CONTROL & PROTECTIONS**

- A. Prior to performing Work, erect barricades to protect Work and traveling public, both vehicular and pedestrian in accordance with MnDOT specification section 1710. Protect Work until fully cured.
- B. Develop, provide, maintain, and remove traffic controls to the satisfaction of the Owner.
- C. The Owner will not approve plans for technical competence.
- D. Completely remove traffic control barricades and other temporary measures after completion of the Work, including applicable curing times. Assume responsibility for damage to the Work due to premature removal of traffic control and protective measures.
- E. A "Contract Traffic Control Plan" is not part of this specification.

### **3.04 ESTABLISHMENT OF GRADES**

- A. Establish grades and set grade stakes as necessary to complete the Work.
- B. Grade paved areas uniformly to match surrounding existing pavement without awkward or abrupt transitions and to provide positive drainage free of puddling. Grade at a continuous positive slope of 2 percent (minimum) and 5 percent (maximum) to drainage provisions (e.g., catch basins, swales) to prevent puddles immediately after rain events. Additionally, do not allow standing water at pavement edges immediately after rain events for finished condition.
- C. In the case of repairs or overlays, provide finished product which drains as good or better than the preexisting condition. Drain to preexisting drainage provisions or new drainage provisions as coordinated with the Owner prior to the start of construction.
- D. Grade embankments outside of new paved areas at a maximum slope of 3 horizontal to 1 vertical.

### **3.05 CLEARING & DEMOLITION**

- A. Clear Site: Completely remove trees, brush, shrubs, curbs, sidewalks, pavements, and other items or obstructions within the area of new construction. Do not remove items that must remain, such as utilities, pavements intended for overlaying, or other items designated by the Owner. For questionable items, notify Owner to determine if they are to be removed.
- B. Pavement Removal (Non-milling Option)
  - 1. For new pavement installed to match existing pavement, and for spot repairs prior to removing damaged pavement, provide a uniform sawcut edge for new pavement to be placed against. Locate sawcut edge in sound material a minimum of 1 foot all around substandard pavement area, or around area of pavement requiring removal for other reasons. For spot repairs, provide square or rectangular shaped removal area with 2 sides at right angles to the direction of traffic.
  - 2. Sawcut in a neat and straight edge perpendicular to the surface a minimum of 3 inches in depth. Do not use jack hammers for top 3 inches of the edge. Jack hammering may be used below this depth to remove remaining bituminous pavement provided jack hammering is done vertically without a rocking back and forth motion, in order to provide a neat vertical edge perpendicular to the pavement surface.

3. Remove damaged pavement and underlying aggregate base material with rubber tired heavy equipment appropriate to the type and size of the pavement requiring removal.
  4. Curb Removal: Where existing adjacent pavement will remain, provide a uniform sawcut edge a distance of 1 foot from bituminous curb. Remove pavement and curb from this sawcut edge.
- C. Pavement Removal (Milling Option)
1. Milling out of substandard pavement may be performed in lieu of sawcutting/pavement removal. Mill out the substandard pavement to a minimum of 1 foot all around substandard pavement area to result in a square or rectangular shaped removal area with 2 sides at right angles to the direction of traffic.
  2. Mill edges in a neat and straight edge perpendicular to the surface.
- D. Burning Prohibited: The use of burning is prohibited.
- E. Blasting Prohibited: The use of any type of explosives is prohibited.
- F. Protection: Protect trees and other features outside the area of new construction.
- G. Contractor Damage: Repair damage to existing surfaces and features resulting from Contractor operations to preexisting or better condition at no cost to the Owner. This includes, but is not limited to, disintegration, depressions, gouges, tire marks, stains and the like.
- H. Debris Removal: Unless materials are reused in the Work as specified herein, remove demolition debris generated from Work off the limits of the site. Recycle to the maximum extent practicable.

### 3.06 SUBGRADE PREPARATION & EARTHWORK

- A. General Requirements (applies to new paving and patch repairs to existing pavement)
1. Excavation:
    - a. Grade to required section accounting for aggregate base, bituminous pavement thicknesses, and other surfacing (e.g., topsoil, concrete) that may be specified elsewhere, and so that positive drainage is achieved as described in the "Establishment of Grade" article herein.
    - b. Remove topsoil, Unsuitable Material and soft soils.
  2. Subgrade Compaction: Compact subgrade to achieve a firm foundation.
  3. Moisture Conditioning (cohesive soils): If necessary to achieve compaction for cohesive soils, disc or scarify soil to a depth of 6 inches, then aerate or sprinkle with water to facilitate compaction for a firm subgrade (typical moisture content of soil within 2 percent of optimum).
  4. Do not place fill in standing water, over softened soils, or on frozen ground where frost has penetrated greater than 2 inches.
  5. Do not use frozen fill.
  6. Work adjacent to structures with equipment that will not damage the structure.
  7. If inspections or soil testing indicate that the Work has not been provided in compliance with these specifications, remove the substandard Work and replace at no additional cost to the Owner.
  8. Remove from the site excess soils, topsoil, and Unsuitable Materials.
- B. New Paving
1. Rock Removal: Remove rock as necessary and as approved by Owner.
  2. Subgrade Proofrolling: During a time of good weather and with the soils at the proper moisture content, proofroll the subgrade with a loaded dump truck at a speed of 2 to 3 miles per hour. Remove soils in areas that deflect more than 2 inches.
  3. Filling:
    - a. When more than one soil type is available on-site, use the type(s) exhibiting the better structural and drainage characteristics (e.g., granular soils).
    - b. Fill excavation where some type of loading will be imposed (e.g., pavement areas) with reusable Select Suitable Material or Select Granular Material for make-up soils, compacted in maximum of 6-inch loose lifts to the bottom of Aggregate Base, or the bottom of pavement in the case of full depth paving.
    - c. Compact to 100 percent Modified Proctor density (ASTM D1557).
  4. Seepage Water: Excavations that extend into wet, soft, or spongy areas within 36 inches of the finish grade may require special design considerations (e.g., Subsurface Drainage System) to ensure lasting pavement integrity. Notify the Owner for possible Engineer and/or testing agency inspection and recommendations prior to proceeding with the Work.



5. In no case should excavation exceed 36 inches from proposed finish grade. If firm subgrade is not achieved by this level, notify Owner for possible Engineer and/or testing agency inspection and recommendations prior to proceeding with the Work.

C. Patch Repairs to Existing Pavement

1. Within the limits of the repair area, remove Unsuitable Materials and soils with excessive deflection to the depth required to provide a firm foundation.
2. For excavations exceeding 12-inch depth (maximum full depth patch thickness), fill up to this depth with Select Granular Material compacted in maximum of 6-inch loose lifts. Thoroughly compact until there is no further evidence of consolidation.
3. For excavations with groundwater seepage, fill the excavation with Select Granular Material to the lowest elevation which will provide a firm subgrade free of excessive moisture. Fill no higher than 4 inches from the surface or to the bottom of existing pavement, whichever is at a lower elevation.
4. In no case should excavation exceed 36 inches.
5. Remove excavated materials off the limits of the site.

D. Subsurface Drainage System (Owner directed)

1. A Subsurface Drainage System, simply stated, maintains normally drained conditions in the overlying soils within its influence zone and consists of perforated pipe connected to an outfall (e.g., storm sewer manhole, daylighted to a swale). It should be no higher than 3 feet from finish grade, hydraulically connected to the soils it is intended to drain (typically drains the Aggregate Base or Select Granular Material below the pavement), sloped at a minimum of 2 percent, and outletted at an elevation above outfall water levels up to approximately a 10-year storm. It should be designed by an Engineer. If a Subsurface Drainage System is required as directed by the Owner or his designated representative, construct as follows.
2. Excavate to provide a minimum 6-inch thickness under and around the Drainpipe.
3. Place the Geotextile Drainage Fabric on the prepared subgrade, then place 6 inches (minimum) thickness of Coarse Filter Aggregate as fill. Compact material with a vibratory compactor.
4. Place the Drainpipe on the Coarse Filter Aggregate to the required layout and invert elevations with end cap at high end. Place additional Coarse Filter Aggregate 6 inches (minimum) all around the pipe.
5. Wrap the Geotextile Drainage Fabric around the Coarse Filter Aggregate with a 12 inch (minimum) overlap between the edges.
6. Place Select Granular Material compacted to 100% Modified Proctor between the Subsurface Drainage System and soils it is intended to drain in order to provide a hydraulic connection.

**3.07 UTILITY ADJUSTMENTS**

- A. Coordinate Work with existing or proposed utility surface features such as manhole and inlet rims, and valve boxes. Make adjustments, up or down, to these features so that finish grade of paving Work is flush with top of these features and to provide positive drainage of pavement. Make all adjustments prior to performing paving Work.
- B. Notify Owner of discrepancies immediately and prior to performing Work.
- C. Manhole rings: 1" thick increments.

**3.08 AGGREGATE BASE**

- A. Thickness for new paving: 6" or 12" as directed by the Owner or determine based on MAPA Asphalt Design Guide. The guide may be obtained by calling MAPA at 651-636-4666 or on the internet at: [http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide\\_web.pdf](http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide_web.pdf).
- B. Place in maximum 4-inch loose lifts and compact to 100% Modified Proctor density (ASTM D1557).
- C. Extend aggregate base course a minimum of 1 foot beyond outside edge of new pavement and curb.

**3.09 HMA PAVING**

- A. Thickness for new paving: As directed by the Owner or determine based on MAPA Asphalt Design Guide. The guide may be obtained by calling MAPA at 651-636-4666 or on the internet at: [http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide\\_web.pdf](http://www.asphaltisbest.com/wp-content/uploads/2015/01/MAPA-Asphalt-Paving-Design-Guide_web.pdf). The thickness of patch repairs and leveling is specified in the "HMA Patching" and "Leveling Courses" articles herein, respectively.

- B. Place the bituminous pavement in accordance with MnDOT standard specification section 2360.
- C. Provide a tack coat between lifts as specified herein.
- D. Maximum lifts: 4 inches for static steel-wheeled rollers, plate compactors, and tampers. 6 inches for pneumatic and vibratory rollers.
- E. Minimum lifts (non-overlays): 1.5 inches
- F. Compaction for New Paving: Compact to a minimum of 90% of the maximum theoretical densities (Rice test, ASTM D2401). Perform rolling as soon as the hot mix material can be compacted without displacement. Continue rolling with consecutive passes to achieve even and smooth finish without roller marks.
- G. Compaction for Patching, Leveling, and Overlaying: Compact according to MnDOT standard specification 2360 for the Ordinary Compaction Method until no further evidence of consolidation is evident.
- H. Small areas: For areas too small for a roller, compaction of bituminous pavement may be accomplished with vibrating plate compactor or hand tamper.

### **3.10 TACK COAT**

- A. Perform Work according to MnDOT standard specification section 2357.

### **3.11 HMA CURBING**

- A. Provide a tack coat at base of curb according to the "Tack Coat" article herein.
- B. Provide bituminous curbing in accordance with MnDOT standard specification 2535 and MnDOT standard plate 7065C.
- C. Backfill adjacent to back of curb as indicated in standard plate, if required by Owner.

### **3.12 CRACK SEALING**

- A. Ideally, perform crack sealing in the early spring or late fall when temperatures are cool and cracks are open.
- B. Preparation:
  1. Weed Removal: Remove excessive weed growth that may prevent attaining a quality product. An approved commercial herbicide may be used, if necessary, but, remove weeds dead or alive, in either case.
  2. Clean and dry the crack by blowing out crack with a hot-air lance or compressed air.
  3. Soil Sterilant: Apply an approved soil sterilant to the entire length of the cracks to inhibit the future growth of weeds, if directed by the Owner.
  4. Backer Rod: If depth of crack is greater than 3/4 inch, install backer rod to conserve sealant. Set so that top of rod is 3/4 inch from top of crack.
- C. Application:
  1. Apply sealant in accordance with manufacturer's recommendations.
  2. Use double jacket melter to maintain proper temperature of the product during application.
  3. Insert sealant with an injection wand from bottom to the top of the crack to prevent air bubbles from forming and creating weak spots in the sealant.
  4. Strike off sealant with a squeegee to create overband.
- D. Protection (concession):
  1. If traffic protections are removed prior to the sealant being fully cured, lightly cover the sealant with fine sand, tissue paper, or liquid sealant barrier material (such as Glenzoil or equivalent) to protect the sealant against pick-up by tires. The determination of the type of sealant protection shall be with Owner agreement.

- E. Crack sealing as specified herein is intended for cracks up to 1/2 inch in width. For cracks greater than this width, remove pavement to within 1 foot on each side of the crack and patch according to the "Patching" article herein.

### 3.13 PAVEMENT SEALING

#### A. Preparation:

1. Verify that pavement repairs (e.g., crack sealing, patching, leveling), if any, have been completed prior to mobilizing to do the Work. Notify Owner of any discrepancies in a timely manner prior to beginning Work.
2. Ideally, perform sealing in the summer when temperatures are warm or hot.
3. Mechanically sweep pavement surfaces immediately prior to commencement of Work. Clean pavement surfaces of loose foreign matter. Verify that surfaces are dry.
4. Protect existing improvements (e.g., buildings, walks, curbs), overhanging trees, and plant life from heat damage by movable shielding or building paper. Restore damaged areas resulting from Contractor operations to preexisting or better condition at no cost to the Owner.
5. Protect utility structure lids and castings (e.g., manholes, inlets, valve boxes).

#### B. Application:

1. Fog Seal: Perform Work according to MnDOT standard specification 2355.
2. Seal Coat: Perform Work according to MnDOT standard specification 2356.
3. Apply coating material in a thin, uniform coating that is absorbed into the existing surface to produce a smooth, unblemished appearance.
4. Avoid excess application which may result in decreased skid resistance and pick-up on shoes or tires. Avoid too light an application which will not seal the small cracks (e.g., up to 1/8 inch).

### 3.14 HMA PATCHING

#### A. Preparation:

1. Remove damaged pavement according to the "Removal of Existing Pavements" article herein.
2. Remove substandard subgrade soils, inspect and prepare subgrade according to the "Subgrade Preparation" article herein.
3. Clean and dry bituminous edge and base of hole.

#### B. Application:

1. Tack coat: Apply a light application of bituminous Tack Coat to the sides of the existing bituminous pavement as specified in MnDOT standard specification 2360 and 2357.
2. HMA:
  - a. Use HMA as specified in the "HMA" article herein.
  - b. Place HMA according to the "HMA Paving" article herein.
  - c. Minimum total thickness: 4 inches or to match the thickness of the existing pavement, whichever is greater.
  - d. Maximum total thickness: 12 inches. Place this maximum thickness if subgrade soils require removal to this depth or deeper.
  - e. Small Areas:
    - 1) For small areas that do not allow the use of pavers to lay the HMA, shovel the HMA directly from the truck into the prepared excavation.
  - f. Lay and roll HMA while hot starting against the edges first. Deposit carefully to ensure a dense and homogenous cross section.
  - g. Level each lift of patch and spread with rakes, lutes or shovels to achieve uniform placement of homogenous material. Do not rake excessively to cause small materials to settle to bottom, leaving coarse materials on top. In no case should coarse material be left at the edges.
  - h. Lute or shovel loose mixture so that it aligns with the vertical edges of the patch.
  - i. Compact patch using a conventional power steel wheeled vibratory roller for large areas, or vibratory-plate compactor for small areas.
  - j. For final lift, compact by overlapping the first pass and return of the vibratory roller or plate compactor no more than 6 inches on to the patch on one side. Then move to opposite side and repeat the process. Next proceed at right angles to the compacted edges with each pass and return overlapping a few inches on to the encompassed mix. If there is a slope, compact from the low side to the high side to minimize shoving of the mix.
  - k. Finish patch to 1/8" to 1/4" higher than the surrounding pavement.

#### C. Cold Mix Patching (concession):

1. Temporary patching needed during cold weather when asphalt plants are not operational may be performed using cold mix substituted for HMA.
2. For this temporary repair, removal of damaged pavement is only required as necessary to facilitate cold mix application to achieve a smooth, firmly established driving surface.
3. Apply in maximum lifts of 2 inches, thoroughly compacted.

### **3.15 LEVELING COURSES**

- A. Preparation: Clean and dry areas of the existing bituminous pavement surface that exhibit obvious sags and depressions, or as delineated by Owner, in order to restore proper line and grade. Reference the "Establishment of Grade" article herein for finish grade instructions.
- B. Application:
  1. Provide a tack coat at base of the leveling area according to the "Tack Coat" article herein.
  2. Use HMA as specified in the "HMA" article herein.
  3. Place HMA according to the "HMA Paving" article herein.
  4. Lay and roll HMA while hot. Deposit carefully to ensure a dense and homogenous cross section.
  5. Level each lift and spread with rakes, lutes or shovels to achieve uniform placement of homogenous material. Do not rake excessively to cause small materials to settle to bottom, leaving coarse materials on top. In no case should coarse material be left at the edges.
  6. Compact using a conventional power steel wheeled vibratory roller for large areas, or vibratory-plate compactor for small areas.
  7. For multiple lifts, place the first leveling course at the base of the sag or depression. Place subsequent lifts to overlap each preceding lift. Place the final (top) lift so that the edges overlap the preceding lift and tapers smoothly into existing pavement without awkward or abrupt grade transition. Remove Work for which leveling courses do not overlap and redo at no cost to the Owner.
  8. Leveling by removal of pavement may be allowed as specified in the "Overlaying" article herein.

### **3.16 OVERLAYING**

- A. Preparation
  1. Verify that proposed overlay surfaces and adjacent undisturbed areas will drain properly without puddling for the new Work, and that pavement repairs (e.g., crack sealing, patching, leveling), if any, have been completed prior to mobilizing to do the Work. Do not perform overlaying over crack sealants less than 6 months old. Ideally, crack sealants should cure for 12 months. Notify Owner of any discrepancies in a timely manner prior to beginning Work.
  2. Mechanically sweep pavement surfaces immediately prior to commencement of Work. Clean pavement surfaces of loose foreign matter. Verify that surfaces are dry.
  3. Protect existing improvements (e.g., buildings, walks, curbs), overhanging trees, and plant life from heat damage by movable shielding or building paper. Restore damaged areas resulting from Contractor operations to preexisting or better condition at no cost to the Owner.
  4. Protect utility structure lids and castings (e.g., manholes, inlets, valve boxes).
- B. Minimum Clearances and Edge Treatment
  1. Where maintenance of a minimum clearance and/or the matching of an existing elevation are necessary, mill existing surface to the depth of the overlay thickness.
  2. Where overlay areas abut pavements (e.g., walks, concrete gutter), taper edges of pavement to be overlaid by milling so that pavements will be flush and will drain positively.
  3. Provide a smooth finish surface free of awkward or abrupt grade transitions.
  4. Do not disfigure adjacent Work.
  5. Discard millings off the limits of the site.
  6. For overlays which will not abut pavements, milling is not required. Instead, taper the overlay edge to minimize disintegration of the edge due to wear.
- C. Application of New Bituminous Wear Course
  1. Apply tack coat to non-milled areas according to "Tack Coat" article herein.
  2. Place HMA in temperatures of 50 degrees F or greater.
  3. Apply HMA according to "HMA Paving" article herein using a paver.
  4. Roll immediately after placement to achieve required density.

### **3.17 PLACING CONCRETE**

- A. Thicknesses for New Paving

1. Walks: 4" minimum, or as directed by Owner
2. Other: As directed by Owner.

B. Reinforcing

1. Need for reinforcing as determined by Owner.
2. Layout and orientation
  - a. General pavements: 12" spacing each way. 2" minimum from edges of pavement, 3" minimum below pavement surface.
  - b. Aprons, curbs: Reinforcing for aprons and curbs as per applicable standard details.

C. Coordinate installation of snow melting components, if applicable.

D. Place concrete in accordance with ACI 304R.

E. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.

F. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

G. Apply surface retarder to all exposed surfaces in accordance with manufacturer's instructions.

**3.18 CONCRETE FINISHING**

A. Paving and Patching: Light broom, texture perpendicular to pavement direction.

B. Median Barrier: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4-inch radius.

C. Curbs and Gutters: Light broom, texture parallel to pavement direction.

D. Inclined Ramps: Pedestrian - Exposed aggregate finish. Vehicular - Broomed finish perpendicular to slope.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

**3.19 CURB AND GUTTER**

A. Insurmountable curb and gutter: Reference MnDOT standard plate number 7100 H for B612, B618, and B624 designs. This standard plate is updated at <http://standardplates.dot.state.mn.us/StdPlate.aspx>.

B. Surmountable curb and gutter: Reference MnDOT standard plate number 7102J for D412, D418, and D424 designs. This standard plate is updated at <http://standardplates.dot.state.mn.us/StdPlate.aspx>.

**3.18 PATCHING**

A. Preparation:

1. Remove damaged pavement according to the "Pavement Removal" article herein.
2. Remove substandard subgrade soils, inspect and prepare subgrade according to the "Subgrade Preparation and Earthwork" article herein.
3. Clean edge and base of patch area.

B. Minimum total thickness: 4 inches or to match the thickness of the existing pavement, whichever is greater.

C. Maximum total thickness: 12 inches. Place this maximum thickness if subgrade soils require removal to this depth or deeper.

D. Finish patch to match the surrounding pavement.

**3.18 TOLERANCES**

A. Finish Grade Uniformity: Maximum variation of 1/4 inch measured with 10-foot straight edge.

B. Variation from Plan Elevation (if applicable): Within 1/2 inch.

**3.18 TESTS AND INSPECTIONS (OWNER OPTION)**

- A. At the Owner's option, the following tests and inspections will be required as part of a quality control program. The Contractor will retain the testing agency and perform the quality control testing and inspection.
  - 1. In the presence of the testing agency, proofroll the compacted subgrade to determine soft areas and areas of excessive deflection which require removal.
  - 2. Mechanical analysis and classification (ASTM C136 and D2487), or Atterberg limits analysis (ASTM D4318) in the case of cohesive soils: Provide one representative test of the subgrade soils, and for each type of fill from a given source.
  - 3. Modified Proctor analysis (ASTM D1557): Provide one representative test of each type of soil for which density testing is required.
  - 4. Density test (ASTM D1556): Provide one representative test for subgrade and for each lift of fill soil.
  - 5. Thickness and field density of bituminous pavement cores (ASTM D2726) (ASTM D1188, if applicable). Provide two tests by core sample.
  - 6. If tests indicate Work does not meet specified requirements, remove work, replace and retest.
  - 7. Check evenness and grade tolerances using 10-foot straightedge or stringline for patch repairs and potential problematic areas evidenced by visual inspection.
- B. In addition to quality control, the Owner may at his option, perform tests and inspections as part of a quality assurance program independent of Contractor testing and inspection.
- C. If required by the Owner, provide certification that material furnished is in accordance with the contract.

### **3.19 CLEANUP & DISPOSAL**

- A. Cleanup: Thoroughly police and rake the site and adjacent areas as required to provide neat clean surfaces. Restore areas disturbed by construction operations to original or better condition.
- B. Disposal: Remove excess materials from the site. Recycle appropriate excess materials to the maximum extent practicable and as specified herein.

### **3.20 MnDOT MODIFICATIONS**

- A. General modifications to MnDOT specifications are described in this article. Specific modifications are specified elsewhere in this specification.
- B. Department is equivalent to the Owner.
- C. An Engineer may or may not be retained by the Owner.
- D. Sampling and testing as specified herein. Acceptance schedules are not part of this specification.
- E. Growth curves and nuclear density testing is not required.
- F. Method of measurements and basis of payment as specified herein.

**END OF SECTION**

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>PAVE IT LLC.</b> 1471 HIGHVIEW AVE EAGAN, MN 55121	<b>180305</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>

**VENDOR NO.:** 0000329257

**CONTACT:** Eric Peterson  
**CONTACT:** Mike Schultz  
**Email:** [mike@paveitmn.com](mailto:mike@paveitmn.com)

**PHONE:** 763-807-7136  
**PHONE:** 763-807-7136  
**FAX:** 651-756-8050

**COUNTIES AND PRICING:** Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott, & Washington counties.

[PAVE IT LLC - Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>FPI PAVING CONTRACTORS, INC.</b> 3230 RICE ST SHOREVIEW, MN 55126	<b>180304</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>

**VENDOR NO.:** 0000220119

**CONTACT:** Jessica Thury  
**Email:** [jessicat@fpipaving.com](mailto:jessicat@fpipaving.com)

**PHONE:** 651-484-0385  
**FAX:** 651-484-5327

**COUNTIES AND PRICING:** Aitkin, Anoka, Becker, Benton, Blue Earth, Carlton, Carver, Chisago, Clay, Crow Wing, Dakota, Dodge, Douglas, Freeborn, Goodhue, Hennepin, Isanti, Kanabec, Kandiyohi, Le Sueur, McLeod, Mille Lacs, Morrison, Mower, Nicollet, Olmsted, Pine, Ramsey, Rice, Scott, Sherburne, Sibley, St. Louis, Sterns, Steele, Wabasha, Waseca, Washington, Winona, & Wright counties.

[FPI PAVING CONTRACTORS INC - Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>BITUMINOUS ROADWAYS, INC.</b> 1520 COMMERCE DRIVE MENDOTA HEIGHTS, MN 55120	<b>180300</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>

**VENDOR NO.:** 0000192548

**CONTACT:** Pam Hague  
**Email:** [haguep@bitroads.com](mailto:haguep@bitroads.com)

**PHONE:** 651-287-7001  
**FAX:** 651-687-9857

**COUNTIES AND PRICING:** Carver, Dakota, Hennepin, Ramsey, Scott, and Washington counties.

[BITUMINOUS ROADWAYS INC Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>OPP CONSTRUCTION, LLC.</b> PO BOX 13530 GRAND FORKS, ND 58208	<b>180301</b>	<b>NET 30</b>	<b>AS SCHEDULED</b>
<b>VENDOR NO.:</b> 0000198989	<b>CONTACT:</b> Greg Opp <b>Email:</b> <a href="mailto:gregopp@oppconstruction.com">gregopp@oppconstruction.com</a>		<b>PHONE:</b> 701-775-3322 <b>FAX:</b> 701-795-7020

**COUNTIES AND PRICING:** Kittson, Marshall, Norman, Pennington, Polk, and Red Lake counties.

[OPP CONSTRUCTION LLC - Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020 THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>PARAGON PAVING, INC.</b> PO BOX 240934 St PAUL, MN 55124	<b>224638</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0000272345	<b>CONTACT:</b> Richard Kelly <b>Email:</b> <a href="mailto:112646@gmail.com">112646@gmail.com</a>		<b>PHONE:</b> 651-269-1317 <b>FAX:</b> 651- 488-1810

**COUNTIES AND PRICING:** Aitkin, Anoka, Becker, Benton, Big Stone, Blue Earth, Brown, Carlton, Carver, Cass, Chippewa, Chisago, Clay, Cottonwood, Crow Wing, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Hubbard, Isanti, Jackson, Kanabec, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Norman, Olmsted, Otter Tail, Pine, Pipestone, Polk, Pope, Ramsey, Redwood, Renville, Rice, Rock, Scott, Sherburne, Sibley, St Louis, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Wadena, Waseca, Washington, Watonwan, Wilkin, Winona, Wright and Yellow Medicine counties.

[PARAGON PAVING INC Price Schedule](#)

**CONTRACT PERIOD:** AUGUST 1, 2020, THROUGH JULY 31, 2025

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>ULLAND BROS, INC.</b> 2501 E. MAIN STREET ALBERT LEA, MN 56007	<b>246656</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0000195693	<b>CONTACT:</b> Andy Erichson <b>Email:</b> <a href="mailto:aerichson@ulland.com">aerichson@ulland.com</a>		<b>PHONE:</b> 507-373-1960 <b>FAX:</b> 507-373-6360

**COUNTIES AND PRICING:** Blue Earth, Faribault, Freeborn, Martin, Mower, Steele, and Waseca counties.

[ULLAND BROS INC Price Schedule](#)

**CONTRACT PERIOD:** APRIL 15, 2024, THROUGH JULY 31, 2025



<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>KNIFE RIVER CORP – NORTH CENTRAL</b> 4787 SHADOW WOOD DRIVE NE SAUK RAPIDS, MN 56379-9431	<b>246664</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0000210000	<b>CONTACT:</b> Bryan Pearson <b>Email:</b> <a href="mailto:bryan.pearson@kniferiver.com">bryan.pearson@kniferiver.com</a>		<b>PHONE:</b> 320-251-9472 <b>FAX:</b> 320-251-0011

**COUNTIES AND PRICING:** Aitkin, Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Kandiyohi, McLeod, Meeker, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, and Wright counties.

[KNIFE RIVER Price Schedule](#)

**CONTRACT PERIOD:** APRIL 17, 2024, THROUGH JULY 31, 2025

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>RESPONSE TIME</u>
<b>T&amp;D LLC, D.B.A. NORTHSTAR CONTRACTING</b> 1313 6 <sup>TH</sup> AVE. N., MOORHEAD, MN 56560	<b>249723</b>	<b>NET 30</b>	<b>VARIES ARO</b>
<b>VENDOR NO.:</b> 0001136358	<b>CONTACT:</b> Dusti Ewing <b>Email:</b> northstar.contracting@outlook.com		<b>PHONE:</b> 701-219-9873 <b>FAX:</b>

**COUNTIES AND PRICING:** Becker, Beltrami, Cass, Clay, Clearwater, Hubbard, Otter Tail, Stevens, Traverse, Wadena, and Wilkin counties.

[NorthStar Contracting Price Schedule](#)

**CONTRACT PERIOD:** MAY 25, 2024, THROUGH JULY 31, 2025

**REVISIONS.**

- 06-06-2024 Bituminous Roadways Inc., extended contract 180300 at the same terms, prices, and conditions.
- 06-03-2024 T&D LLC d.b.a. NorthStar Contracting has been awarded contract 246664 through SWIFT Event No. G0210-2000015405.
- 05-24-2024 Opp Construction, LLC, extended their contract through 7/31/2025, with revised pricing and added counties to area of service through SWIFT Event No. G0210-2000015405. All other specifications, terms, and conditions remain unchanged.
- 04-17-2024 Knife River Corp – North Central has been awarded contract 246664 through SWIFT Event No. G0210-2000015405.
- 04-15-2024 Ulland Bros Inc has been awarded contract 246656 through SWIFT Event No. G0210-2000015405.
- 04-09-2024 FPI Paving Contractors Inc; Pave It LLC; and Paragon Paving Inc; have extended their contracts through 7/31/2025, with revised pricing and added counties to area of service through SWIFT Event No. G0210-2000015405. All other specifications, terms, and conditions remain unchanged.
- 07-10-2023 Vendor ID for Paragon Paving Inc Updated from 0000922363 to 0000272345
- 07-10-2023 Bituminous Roadways Inc; Opp Construction LLC; FPI Paving Contractors Inc; Pave It LLC; and Paragon Paving Inc; have extended their contracts through 7/31/2024 at the same terms, prices, and conditions.

03-31-2023 AMS/Buyer change from Ryan Normandin to John H. Roth

02-16-2023 Assignment Agreement transferring contract from Paragon Company to Paragon Paving.

08-01-2022 Opp Construction, LLC, Bituminous Roadways Inc., Paragon Company, and FPI Paving Contractors, Inc. extended their contracts through 7/31/2023 at the same terms, prices, and conditions. Pave It, LLC extended through 7/31/2023 with revised pricing included in Amendment 1.

06-21-2021 Point of contact for FPI Paving changed from Chad Nelson to Jessica Thury.

05-01-2021 Pave It LLC is no longer a TG vendor.

04-02-2021 FPI Paving Contractors Inc. added to Nicollet County. Originally, they were omitted due to a clerical error.

09-01-2020 AMS/Buyer change from Phil Johnson to Ryan Normandin.

08-18-2020 Revised contract number for Paragon Company, Inc.



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 6A

**DEPARTMENT:** Housing Development

**FILE TYPE:** Regular - Action

### TITLE

**Conduct Public Hearing To Receive Comments On The Disposition Of DCCDA Section 18, LLC Properties And Authorization To Enter Into A Purchase Agreement With The Qualifying Buyers**

### PURPOSE/ACTION REQUESTED

- Conduct and close a public hearing regarding the disposition of vacant properties.
- Authorize Executive Director to enter into purchase agreement on behalf of DCCDA Section 18, LLC for four properties.

### SUMMARY

The Dakota County CDA, as the sole member of the DCCDA Section 18, LLC, owns 61 properties totaling 86 dwelling units. These are single family homes and duplexes that were previously part of the Public Housing Program and were acquired by the LLC through the U.S. Department of Housing and Urban Development (HUD) Section 18 Demo/Dispo program.

HUD's Special Applications Center has approved the disposition of the Section 18 units. As a unit become vacant or if a current resident has interest in purchasing the property, staff assesses the property to determine if it should be sold. If so, a determination is made as to what improvements are needed to get the property market ready. The units must be sold at fair market value to the current resident of a unit or through public bid.

Last month, three Section 18, LLC single-family homes were listed on the market. The CDA procured a real estate agent to assist with marketing and showing the properties. Multiple offers (16) were received for these properties.

The CDA also received an offer on a fourth property from a current resident residing in the unit.

For the three properties being sold on the market, a buyer and contingent buyer were selected for each property. The offers were reviewed by a team of CDA employees and were selected based on how strong and successful the offer appeared to be for each potential buyer.

As required by the CDA's Disposition Policy, a public hearing must be held to consider the sale of the properties.

### RECOMMENDATION

Staff recommends approving the sale of the properties to the qualifying buyers. Staff is also recommending that the CDA select a contingency offer for the properties being sold on the open market in case the original offer is unable to close.

**EXPLANATION OF FISCAL/FTE IMPACTS**

The U.S. Department of Housing and Urban Development (HUD) requires the proceeds from the sale of the properties to be placed in a restricted bank account to be used for allowable purposes which in the CDA’s case will be acquiring or constructing replacement affordable housing units.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

**RESOLUTION**

WHEREAS, the Dakota County Community Development Agency (CDA) is able to dispose of property after holding a public hearing for which a notice is published; and

WHEREAS, a notice of the public hearing was published in the Dakota County Tribune per statutory requirements of at least 10, but not more than 20, days before the hearing; and

WHEREAS, the properties being proposed for sale are part of the DCCDA Section 18, LLC that was created for the transition of public housing units (single-family homes and duplexes) through the U.S. Housing and Urban Development’s Section 18 Demo/Dispo program; and

WHEREAS, HUD’s Special Applications Center has approved the disposition of the Section 18 units to current residents at fair market value; and

WHEREAS, HUD’s Special Applications Center has approved the disposition of the Section 18 units to the general public via public bid, and

WHEREAS, Hafsa Amin, a qualifying resident, has come forward with an offer to purchase 1015 Christensen Avenue, West St. Paul; and

WHEREAS, Matthew E. Jordan, a qualifying buyer, submitted the highest and/or best bid/offer to purchase 4261 Diamond Drive, Eagan and Alex Jacobs submitted the second highest and/or best bid/offer to purchase 4261 Diamond Drive, Eagan; and

WHEREAS, John and Holly Quant, qualifying buyers, submitted the highest and/or best bid/offer to purchase 5884 139<sup>th</sup> Street West, Apple Valley and Rafael M. Pichazaca Acero submitted the second highest and/or best bid/offer to purchase 5884 139<sup>th</sup> Street West, Apple Valley; and

WHEREAS, Gerald Crissman, a qualifying buyer, submitted the highest and/or best bid/offer to purchase 18255 Emerald Trail, Farmington and Vasu Ramlachan submitted the second highest and/or best bid/offer to purchase 18255 Emerald Trail, Farmington; and

WHEREAS, a public hearing was conducted on August 28, 2024, on the proposed terms of the sale of the properties.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is authorized to negotiate with and enter into a purchase agreement with the following buyers subject to approval as to form by the Dakota County Attorney’s office; and

BE IT FURTHER RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That if the Dakota County Community Development Agency and the highest bidder for each property cannot agree to terms on a purchase agreement or the purchase agreement is

cancelled by either party thereto regarding the Eagan Property, Apple Valley Property and/or Farmington Property, the Executive Director is authorized to negotiate with and enter into a purchase agreements with the second highest bid/offer (Contingency Buyer) for that property.

Address	Buyer	Contingency Buyer
1015 Christensen Avenue, West St. Paul	Hafsa Amin	N/A
4261 Diamond Drive, Eagan	Matthew E. Jordan	Alex Jacobs
5884 139 <sup>th</sup> Street West, Apple Valley	John and Holly Quant	Rafael M. Pichazaca Acero
18255 Emerald Trail, Farmington	Gerald Crissman	Vasu Ramlachan

**PREVIOUS BOARD ACTION**

24-6842; 5/22/2024

24-6856; 6/26/2024

24-6869; 7/24/2024

**ATTACHMENTS**

Attachment A: Affidavit of Public Hearing

**BOARD GOALS**

- Focused Housing Programs
- Development/Redevelopment
- Collaboration
- Financial Sustainability
- Operational Effectiveness

**CONTACT**

Department Head: Kari Gill, Deputy Executive Director

Author: Lori Zierden, Real Estate Manager

**AFFIDAVIT OF PUBLICATION**

STATE OF MINNESOTA ) ss  
COUNTY OF DAKOTA

I do solemnly swear that the notice, as per the proof, was published in the edition of the

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

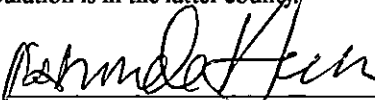
DAKOTA

and has full knowledge of the facts stated below:

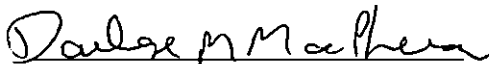
- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 08/02/2024 and the last insertion being on 08/02/2024.

**MORTGAGE FORECLOSURE NOTICES**

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By:   
Designated Agent

Subscribed and sworn to or affirmed before me on 08/02/2024

  
Notary Public



**Rate Information:**

(1) Lowest classified rate paid by commercial users for comparable space:  
\$999.99 per column inch

Ad ID 1412154

**DAKOTA COUNTY  
COMMUNITY DEVELOPMENT AGENCY  
PUBLIC NOTICE**

Notice is provided that the Board of Commissioners of the Dakota County Community Development Agency (CDA), as the sole member of DCCDA Section 18, LLC will hold a public hearing on Wednesday, August 28, 2024, at or after 1:00 p.m. at the CDA offices located at 1228 Town Centre Drive, Eagan, Minnesota to consider the sale, transfer, and/or exchange of the following described property currently owned by DCCDA Section 18 LLC is advisable:

Address	Legal Description
4261 Diamond Drive, Eagan	Lot 11, Block 8, Cedar Grove No. 2, Dakota County, Minnesota.
5884 139 <sup>th</sup> Street West, Apple Valley	Lot 11, Block 2, Greenleaf Sixth Addition, Dakota County, Minnesota.
15477 Dresden Trail, Apple Valley	Lot 14, Block 3, Apple Valley East Fifth Addition, Dakota County, Minnesota.
16380 Gannon Avenue, Rosemount	Lot 19, Block 1 Donny's Valley Park, Dakota County, Minnesota.
18255 Emerald Trail, Farmington	Lot 11, Block 9, Dakota County Estates 2nd Addition, Dakota County, Minnesota.
1361 & 1363 Easter Lane, Eagan	Lot 2, Block 4, Wildemess Run Fifth Addition, Dakota County.
3809 A&B Lodestone Lane, Eagan	Lots 1, 2 and 3, Block 1, all in Cedar Grove No. 12, according to the plat now on file and of record in the office of the Register of Deeds, Dakota County, together with a non-exclusive easement for driveway purposes for ingress and egress for the benefit of and appurtenant to each of said Lots 1, 2 and 3, and to be used in common with the owners of Lots 4, 5, 6, 7 and 8, Block 1, Cedar Grove No. 12, their heirs, administrators, successors and assigns, said easement in and upon a 30 foot wide strip over Lot 8, Block 1, Cedar Grove No. 12, the South line of said easement being described as follows: Commencing at the Southeast corner of said Lot 8, thence North 0 degrees 00 minutes 04 seconds East along the east line of said Lot 8, said bearing is assumed, 37.51 feet to the actual point of beginning of said South line to be described; thence North 89 degrees 51 minutes 56 seconds West to the Westerly line of said Lot 8 and there terminating.
4440 & 4442 Lynx Court, Eagan	Lot 8, Block 1, Oakwood Heights 2nd Addition, Dakota County, Minnesota.
1015 Christensen Avenue, West St. Paul	Lot 4, Markoe's Addition, Dakota County, Minnesota

The terms and conditions for offers that staff recommend to the CDA Board will be available at the CDA's office beginning August 23, 2024. For more information on this proposed sale, transfer, and/or exchange of property contact Lori Zierden at the Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123, telephone (651) 675-4479. Public comments may be submitted orally or in writing to the CDA through the public hearing held on August 28, 2024.

BY ORDER OF THE BOARD OF COMMISSIONERS OF THE DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By /s/ Tony Schertler  
Executive Director

Published in the  
Dakota County Tribune  
August 2, 2024  
1412154



# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 6B

**DEPARTMENT:** Community and Economic Development

**FILE TYPE:** Regular - Action

### TITLE

**Commitment Of The Dakota County CDA's 2025 9% Low Income Housing Tax Credits**

### PURPOSE/ACTION REQUESTED

Approve the commitment of the Dakota County CDA's 2025 9% Low Income Housing Tax Credits.

### SUMMARY

The Dakota County CDA is a Suballocator of 9% Low Income Housing Tax Credits (Tax Credits) and is authorized to allocate \$1,132,781 of 2025 Tax Credits within Dakota County. The Tax Credits are allocable to affordable rental housing developments on a competitive basis according to a selection process set forth in the CDA's Housing Tax Credit Qualified Allocation Plan for 2025 (2025 QAP). In accordance with state and federal requirements, a public hearing was held at the March 27, 2024 CDA Board of Commissioners meeting prior to CDA Board's adoption of the 2025 QAP (Resolution #24-6816).

Two applications were received by the July 11, 2024 deadline, requesting a total of \$1,955,229 in Tax Credits:

- Kenyon Green Limited Partnership, the developer of which is Connelly Development, LLC/Ron Clark Construction and Design, requested \$1,408,000 in Tax Credits for the construction of a 49-unit multifamily development in Lakeville known as Kenyon Green.
- Pillsbury Ridge, Limited Partnership, the developer of which is MWF Properties, LLC, requested \$547,229 in Tax Credits to help fill a gap for the construction of a 48-unit multifamily development in Burnsville known as Pillsbury Ridge.

Tax Credits are allocated to affordable rental housing developments on a competitive basis according to a selection process set forth in the 2025 QAP. The applicants were scored as follows:

Kenyon Green (Lakeville)	80 points
Pillsbury Ridge (Burnsville)	107 points

### RECOMMENDATION

Based on the review of the application materials submitted and the scores of the two applicants, staff recommends a commitment of the 2025 Tax Credits to Pillsbury Ridge in the amount of \$547,229 and the remaining 2025 Tax Credits to Kenyon Green in the amount of \$585,552. Additionally, staff requests establishing a waiting list for Kenyon Green, which would allow the CDA to commit additional Tax Credits to this project in the event the CDA is provided additional 2025 Tax Credits from Minnesota Housing. If this occurs, the CDA will review Kenyon Green's need for additional Tax Credits at that time. The CDA may continue to commit Tax Credits to both applicants until the application deadline for Minnesota Housing's Round 2, tentatively scheduled for January 31, 2025.



**EXPLANATION OF FISCAL/FTE IMPACTS**

None. The Tax Reform Act of 1986 created the Housing Tax Credit Program as a means of raising private capital to finance affordable rental housing and the CDA is authorized under Minnesota Statutes Section 462A.222 to allocate tax credits for eligible projects in Dakota County. The tax credit is a 10-year annual reduction in the tax liability of investors in affordable housing and does not require any commitment of CDA funds. The investor, typically a private corporation, makes an initial equity contribution to the development to receive the annual tax credit.

Applicants pay fees throughout the process to administer the tax credits that equal 5% of the annual allocation. These fees are used to cover staff administration of the program.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

**RESOLUTION**

WHEREAS, pursuant to Minnesota Statutes § 462A.221 through 462A.225 (the Act), the Dakota County CDA is a Suballocator of 9% Low Income Housing Tax Credits (Tax Credits); and

WHEREAS, in accordance with Section 42 of the Internal Revenue Code of 1986, as amended (the Code), by Resolution No. 24-6816, adopted on March 27, 2024, following a public hearing for which notice was duly published, the CDA adopted a Qualified Allocation Plan for 2025 tax credits (the 2025 QAP) setting forth criteria governing the award of the Agency's 2025 Tax Credits; and

WHEREAS, because the members of the Dakota County Board of Commissioners are the ex-officio members of the CDA, the approval of such Resolution by the CDA satisfies the requirement that the 2025 QAP be approved by the applicable elected representative of the CDA; and

WHEREAS, the CDA received two applications for the 2025 Tax Credits by the first-round deadline, with applications from: Kenyon Green Limited Partnership, the developer of which is Connelly Development, LLC/Ron Clark Construction and Design, for the construction of a 49-unit multifamily development in Lakeville, known as Kenyon Green; and Pillsbury Ridge, Limited Partnership, the developer of which is MWF Properties LLC, for the construction of a 48-unit multifamily development in Burnsville known as Pillsbury Ridge; and

WHEREAS, pursuant to Minnesota Statutes § 462A.222, Subd. 3, any 2025 Tax Credits which are not committed by the CDA prior to Minnesota Housing's second round of application deadline are required to be returned to Minnesota Housing.

NOW, THEREFORE BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, as follows:

1. The CDA hereby finds and determines with respect to the Kenyon Green Limited Partnership and Pillsbury Ridge, Limited Partnership applications that:
  - a. The applications for Tax Credits for Kenyon Green and Pillsbury Ridge are complete in all material respects.
  - b. The allocation of Tax Credits requested by each of the applicants does not exceed the amount necessary for the financial feasibility of the respective projects and their viability as qualified low-income housing projects throughout the 15-year compliance period.

c. On the basis of the applications submitted, the Tax Credit scores for the applicants are as follows:

Kenyon Green Limited Partnership – Kenyon Green.....	80 points
Pillsbury Ridge, Limited Partnership – The Pillsbury.....	107 points

2. In making the determination set forth in 1b above, the CDA considered: (a) the sources and uses of funds and the total financing planned for each project; (b) any proceeds or receipts expected to be generated by reason of tax benefits; (c) the percentage of the tax credit dollar amount used for project costs other than costs of the intermediaries; and (d) the reasonableness of the developmental and operational costs of each project.
3. The CDA hereby approves the commitment of a portion of its 2025 Tax Credits to Pillsbury Ridge, Limited Partnership for Pillsbury Ridge in the amount of \$547,229.
4. The CDA hereby approves the commitment of the balance of its 2025 Tax Credits to Kenyon Green Limited Partnership for Kenyon Green in the amount of \$585,552.
5. The CDA authorizes the establishment of a waiting list for additional Tax Credits for the Kenyon Green project. The purpose of the waiting list is to permit the CDA to commit any 2025 Tax Credits that may become available from Minnesota Housing.
6. Staff is authorized to prepare, execute and deliver all documentation necessary or convenient to provide for the commitment of its 2025 Tax Credits pursuant to this resolution and the subsequent carryover and allocation of the same, based on findings made in accordance with the requirements of the Code as each such steps. Staff is further authorized to take any actions necessary to return any unused 2025 Tax Credits to Minnesota Housing prior to the second round deadline in the event Tax Credits are returned and not fully committed to a project on the waiting list.

**PREVIOUS BOARD ACTION**

24-6800; 2/28/2024  
24-6816; 3/27/2024

**ATTACHMENTS**

Attachment A: Kenyon Green Location and Site Map  
Attachment B: Pillsbury Ridge Site Map and Rendering

**BOARD GOALS**

- |                                                              |                                                   |                                                    |
|--------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Focused Housing Programs | <input type="checkbox"/> Collaboration            |                                                    |
| <input type="checkbox"/> Development/Redevelopment           | <input type="checkbox"/> Financial Sustainability | <input type="checkbox"/> Operational Effectiveness |

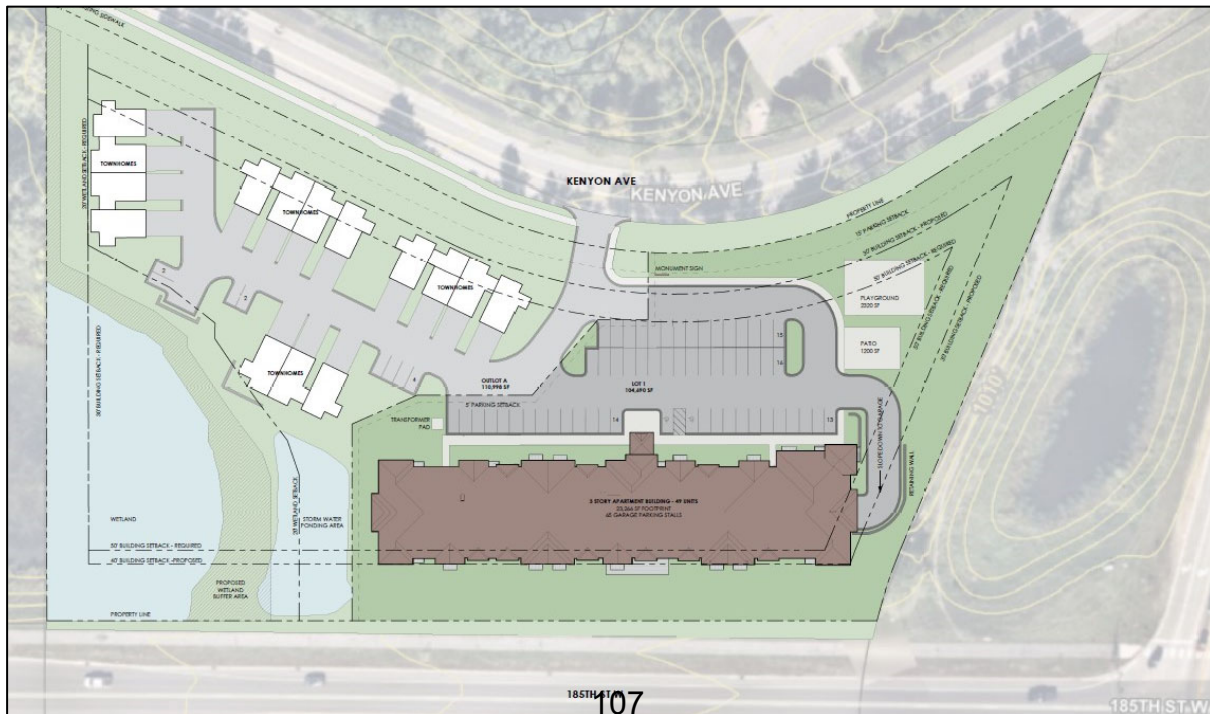
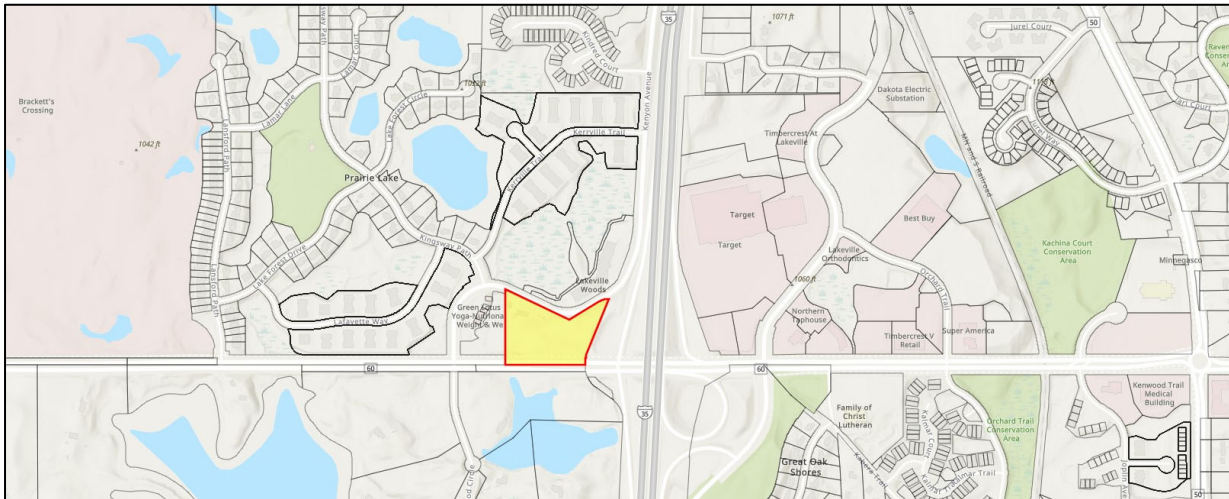
**CONTACT**

Department Head: Lisa Alfson, Director of Community and Economic Development  
Author: Kathy Kugel, Housing Finance Manager

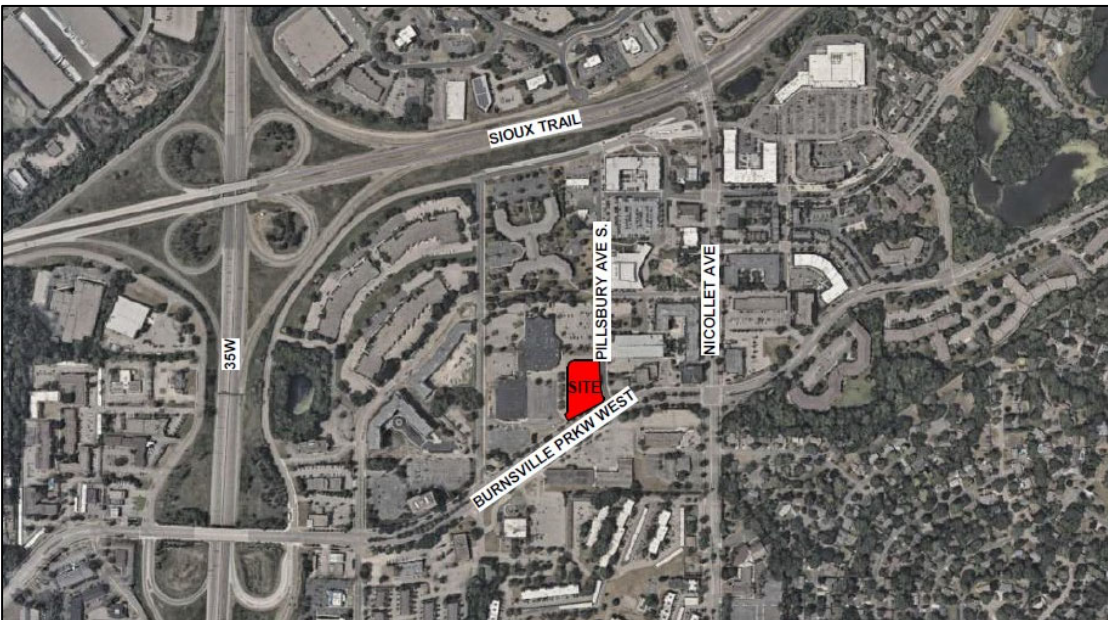
Attachment A. Kenyon Green Location and Site Map

# KENYON GREEN

18430 KENYON AVENUE,  
LAKEVILLE, MN 55044



Attachment B. Pillsbury Ridge Site Map and Rendering





# Board of Commissioners

## Request for Board Action

Meeting Date: August 28, 2024

Agenda #: 6C

**DEPARTMENT:** Property Management

**FILE TYPE:** Regular - Informational

### TITLE

**Discussion Of Proposed 2025 Rents For CDA Housing Programs And Financial Sustainability**

### PURPOSE/ACTION REQUESTED

- Discuss rent increases for CDA Housing Programs.
- Provide an update on workforce family financial projections.

### SUMMARY

Annually, by September, CDA staff determine the rent rates for the upcoming year for senior, workforce family and Gateway Place. This allows enough time for notification to CDA residents prior to rent increases taking effect for January lease renewals. The Admissions and Continued Occupancy Policy (ACOP) for each program dictates the authority for staff to make rent adjustments. Only the Senior Housing ACOP limits authority to 3.5% increases. Anything above that rate requires Board approval.

Staff will present trends in program rent rates compared to Fair Market Rent (FMR) trends to illustrate how CDA housing rents compare on an affordability scale.

Proposed increases for 2025 are 3.5% for the senior housing and Gateway Place. A 6% increase is recommended for workforce family housing.

Additionally, staff will provide updates on changes implemented to waiting list management since last year's discussion, as well as an update on capital improvement costs and financial projections for workforce family housing.

### RECOMMENDATION

Since the recommended rent increases do not exceed the authority outlined in the program Admissions and Continued Occupancy Policies, there is no requested Board action.

### EXPLANATION OF FISCAL/FTE IMPACTS

Additional rental revenue will be adjusted in the current fiscal year and will be anticipated in the preparation of the FYE26 budget.

None     Current budget     Other     Amendment Requested     New FTE(s) requested

### PREVIOUS BOARD ACTION

23-

### ATTACHMENTS

None.

**BOARD GOALS**

- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

**CONTACT**

Department Head: Anna Judge, Director of Property Management

Author: Anna Judge



Dakota County  
Community Development  
Agency

1228 Town Centre Drive | Eagan, MN 55123  
PHONE 651-675-4400 | TDD/TTY 711  
www.dakotacda.org

## MEMO

August 23, 2024

TO: CDA Board of Commissioners  
Dakota County Manager and Physical Development Director  
City Administrators & Managers

FROM: Tony Schertler, Executive Director

RE: Status Report - Quarter 2, 2024

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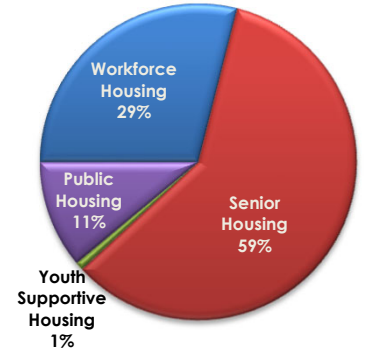
This Status Report provides summary information on the use of affordable housing and community development programs in Dakota County. The Status Report reflects statistics through the second quarter of 2024 and not the entire life of programs. As a reference tool, the appendix has an explanation of each program.

Rental Assisted Housing

Development-Based Housing Programs	as of March 31		as of June 30		+/- Previous Quarter
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	
CDA Housing Programs	1,669	831	1,669	831	<b>0</b>
Project Based Housing Choice Vouchers	All	137	All	128	<b>(9)</b>
Other Affordable Housing Programs	1100	1,730	1100	1,730	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>2,769</b>	<b>2,698</b>	<b>2,769</b>	<b>2,689</b>	<b>(9)</b>
Tenant-Based Housing Programs		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		2,291		2,269	<b>-22</b>
Portable Incoming Vouchers		406		420	<b>14</b>
Outgoing Vouchers		450		456	<b>6</b>
Other Rental Housing Subsidy Programs		5		6	<b>1</b>
<b>Total Tenant-Based Housing Vouchers</b>	<b>0</b>	<b>3,152</b>	<b>0</b>	<b>3,151</b>	<b>-1</b>

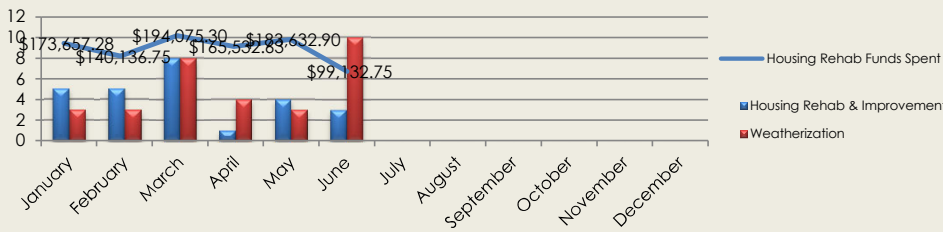
Tenant-based program vouchers may be used by residents of development-based housing.

CDA Property Portfolio

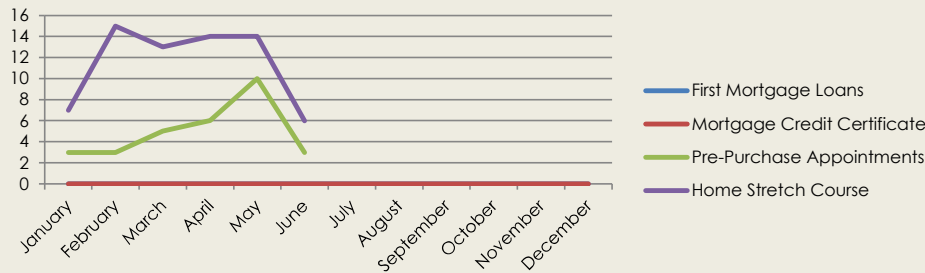


Home Ownership

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	<b>18</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>26</b>
Weatherization Projects Completed	<b>14</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>31</b>



First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Mortgage Credit Certificates	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Pre-Purchase Counseling	<b>11</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>30</b>
Home Stretch Homebuyer Education	<b>35</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>69</b>



Graph represents monthly data.

CDA Properties include:

- 29 Senior Housing Developments
- 24 Workforce Housing Developments
- 1 Youth Supportive Housing Development
- 323 units Scattered Site Public Housing

Rental Assisted Housing includes:

**Development-Based Housing Programs**

- CDA Senior Housing
- CDA Workforce Housing
- CDA Youth Supportive Housing
- Section 8 Housing Choice Vouchers
- 202 Housing
- 811 Housing
- 236 Housing
- Low Rent Housing
- Non-CDA Bond Financed Housing
- Non-CDA Tax Credit Housing
- FMHA

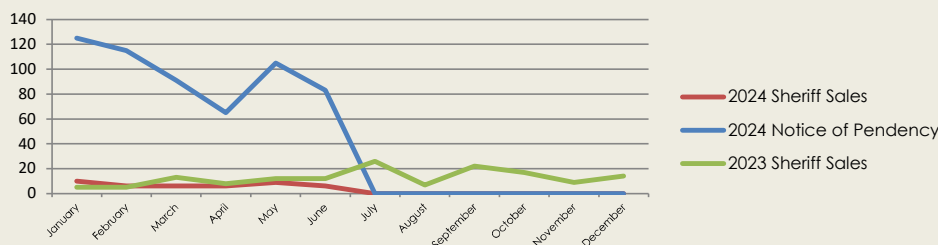
**Tenant-Based Housing Programs**

- Section 8 Housing Choice Vouchers
- Continuum of Care
- Bridges
- Family Unification Program
- Veteran Affairs Supportive Housing
- Housing Trust Fund
- Single Room Occupancy

Program statistics are available upon request.

Foreclosure

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	<b>22</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>43</b>	63
Notice of Pendency	<b>331</b>	<b>253</b>	<b>0</b>	<b>0</b>	<b>584</b>	443





Rental Assisted Housing

	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	170	111	170	111	<b>0</b>
Project Based Housing Choice Vouchers	All	17	All	14	<b>-3</b>
Other Affordable Housing Programs	215	117	215	117	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>385</b>	<b>245</b>	<b>385</b>	<b>242</b>	<b>-3</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		272		268	<b>-4</b>
Portable Incoming Vouchers		45		48	<b>3</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>317</b>		<b>316</b>	<b>-1</b>

Tenant-based program vouchers may be used by residents of development-based housing.

**CDA Properties in Apple Valley**

**Senior Housing Developments**

- Orchard Square • 50 units
- Cortland Square • 60 units
- Cobblestone Square • 60 units

**Workforce Housing Developments**

- Glenbrook Townhomes • 39 units
- Chasewood Townhomes • 27 units
- Quarry View Townhomes • 45 units

**Scattered Site Public Housing**

- 47 units

**Other Affordable Housing in Apple Valley**

**Project Based Vouchers**

- Apple Valley Villa • 72 senior units
- Whitney Grove Townhomes • 56 family units

**Section 811 Housing**

- Apple Grove Apartments • 16 units

**Non-CDA Managed Tax Credit**

- Harolson Apartments • 36 units

**Non-CDA Bond Financed Housing**

- Hidden Ponds • 19 affordable family units of 84 total units
- Hearthstone Apartments & Townhomes • 46 affordable family units of 228 total units
- Legends of Apple Valley • 163 affordable senior units

**Non-CDA Other**

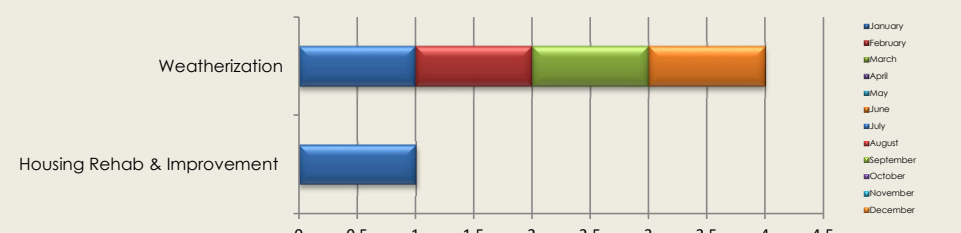
- Scott-Carver-Dakota CAP Agency • 1 affordable unit

**Future Developments**

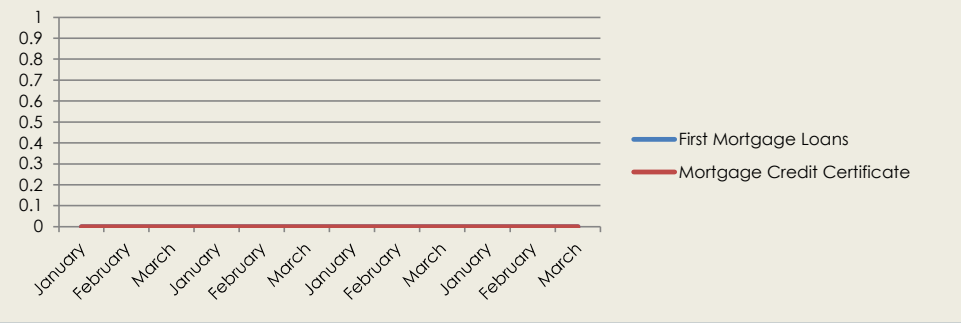
- Founders Circle Site, Roers Developer, TIF funded 36 units to be affordable for 15 years (after building is occupied).

Home Ownership Connection

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
<b>Housing Improvement Programs</b>					
Rehab & Improvement Loans Closed	1	0	0	0	1
Weatherization Projects Completed	3	1	0	0	4




	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
<b>First Time Homebuyer Programs</b>					
First Mortgage Loans & Downpayment	0	0	0	0	0
Mortgage Credit Certificate Requested	0	0	0	0	0



Foreclosure

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
<b>Home Foreclosure</b>						
Sheriff Sales	5	5	0	0	10	20
Notice of Pendancy	46	31	0	0	77	154



**Rental Assisted Housing**

	as of March 31		as of June 30		+/- Previous Quarter
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	206	56	206	56	<b>0</b>
Project Based Housing Choice Vouchers	All	6	All	7	<b>1</b>
Other Affordable Housing Programs	83	496	83	496	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>289</b>	<b>558</b>	<b>289</b>	<b>559</b>	<b>1</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		420		423	<b>3</b>
Portable Incoming Vouchers		76		81	<b>5</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>496</b>		<b>504</b>	<b>8</b>

*Tenant-based program vouchers may be used by residents of development-based housing.*

**CDA Properties in Burnsville**

**Senior Housing Developments:**  
Eagle Ridge Place • 60 units  
Park Ridge Place • 66 units  
Valley Ridge • 80 units

**Workforce Housing Developments:**  
Parkside Townhomes • 22 units  
Heart of the City Townhomes • 34 units

**Scattered Site Public Housing**  
61 units

**Other Affordable Housing in Burnsville**

**Project Based Vouchers**  
Chowen Bend Townhomes • 32 units  
Cliff Hill • 32 units  
Horizon Heights • 25 units

**Section 811 Housing**  
West Apartments • 24 units  
Leah's Apartments • 17 units

**Section 236 Housing**  
Chancellor Manor • 200 units

**Section 202 Housing**  
Ebenezer Ridge Point • 42 units

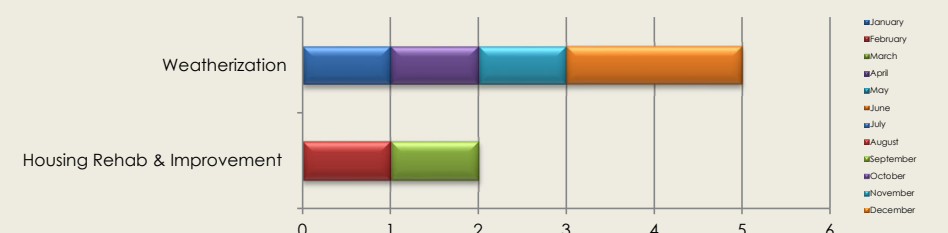
**Non-CDA Managed Tax Credit**  
Timber Ridge • 48 units  
Andrew's Pointe • 57 units

**Non-CDA Bond Financed Housing**  
Grande Market Place • 46 affordable units of 113 total units  
Dakota Station • 60 affordable units of 150 total units  
Wyngate Townhomes • 10 affordable units of 505 total units

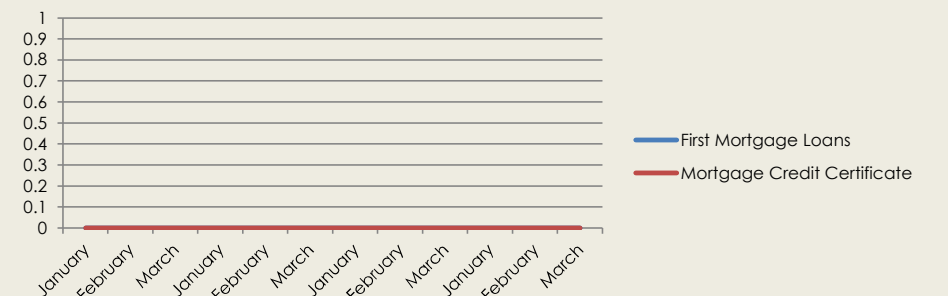
**Non-CDA Other**  
County Road 5 - Tasks Unlimited • 6 affordable units  
Scott-Carver-Dakota CAP Agency • 8 affordable units

**Home Ownership Connection**

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
<b>Housing Improvement Programs</b>					
Rehab & Improvement Loans Closed	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
Weatherization Projects Completed	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>5</b>

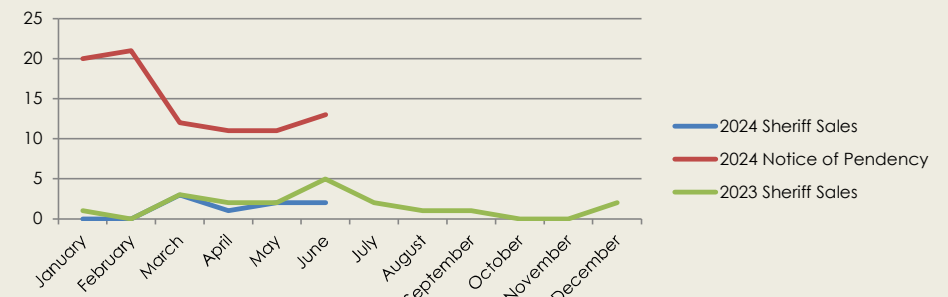
  

  

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
<b>First Time Homebuyer Programs</b>					
First Mortgage Loans & Downpayment	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Mortgage Credit Certificate Requested	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Foreclosure**

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
<b>Home Foreclosure</b>						
Sheriff Sales	<b>3</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>16</b>
Notice of Pendency	<b>53</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>176</b>

Rental Assisted Housing

	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	245	224	245	224	<b>0</b>
Project Based Housing Choice Vouchers	All	33	All	35	<b>2</b>
Other Affordable Housing Programs	32	132	32	132	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>277</b>	<b>389</b>	<b>277</b>	<b>391</b>	<b>2</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		350		347	<b>-3</b>
Portable Incoming Vouchers		60		62	<b>2</b>
Other Rental Housing Subsidy Programs		5		5	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>415</b>		<b>414</b>	<b>-1</b>

Tenant-based program vouchers may be used by residents of development-based housing.

**CDA Properties in Eagan**

**Senior Housing Developments**

- O'Leary Manor • 65 units
- Oakwoods of Eagan • 65 units
- Lakeside Pointe • 60 units
- Oakwoods East • 55 units

**Workforce Housing Developments**

- Oak Ridge Townhomes • 42 units
- Erin Place Townhomes • 34 units
- Northwood Townhomes • 42 units
- Riverview Ridge Townhomes • 27 units
- Lakeshore Townhomes • 50 units

**Youth Supportive Housing**

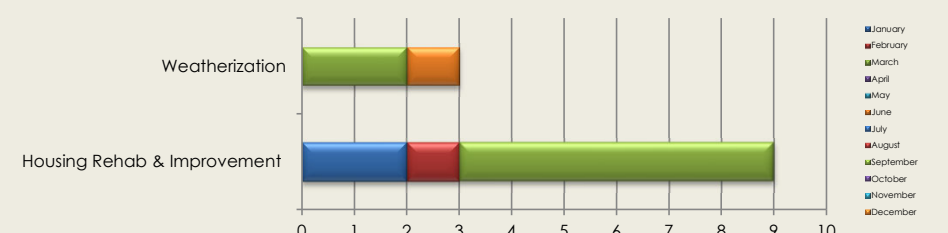
- Lincoln Place • 24 units

**Scattered Site Public Housing**

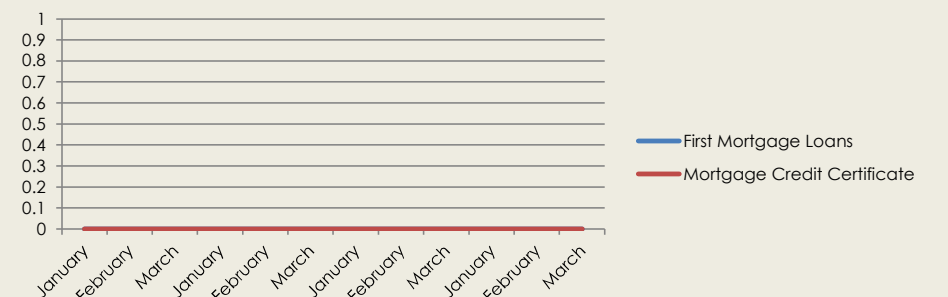
- 25 units

Home Ownership Connection

<b>Housing Improvement Programs</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>
Weatherization Projects Completed	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>

<b>First Time Homebuyer Programs</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Mortgage Credit Certificate Requested	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Other Affordable Housing in Eagan**

**Non-CDA Bond Financed Housing**

- Cedar Villas • 21 affordable family units of 104 total units
- Commons on Marice • 32 affordable senior units of 156 total units
- View Pointe Apartments • 60 affordable units of 327 total units

**Non-CDA Other**

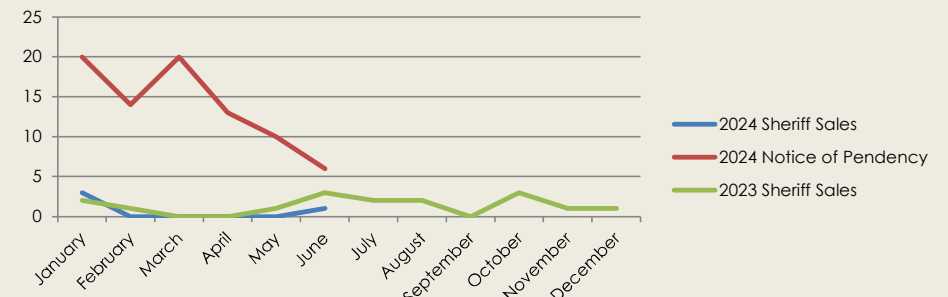
- Scott-Carver-Dakota CAP Agency • 8 affordable units
- Dakota Woodlands (Mary's Shelter) • 21 units

**Future Developments**

- Aster House, REE Developer, bond financing; 204 units (anticipated occupancy in 2022).
- Lexington Flats, MWF Developer, tax credit; 49 units (anticipated occupancy 2021).
- Nicols Pointe, CDA Developer, MHFA bonds; 24 units (anticipated occupancy 2022).

Foreclosure

<b>Home Foreclosure</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>5</b>
Notice of Pendancy	<b>54</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>83</b>	<b>166</b>

*Rental Assisted Housing*

	as of March 31		as of June 30		+/- Previous Quarter
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	66	51	66	51	0
Project Based Housing Choice Vouchers	All	4	All	3	-1
Other Affordable Housing Programs	37	115	37	115	0
<b>Total Development-Based Housing Units</b>	<b>103</b>	<b>170</b>	<b>103</b>	<b>169</b>	<b>-1</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		66		66	0
Portable Incoming Vouchers		8		8	0
Other Rental Housing Subsidy Programs		0		0	0
<b>Total Tenant-Based Housing Vouchers</b>		<b>74</b>		<b>74</b>	<b>0</b>

*Tenant-based program vouchers may be used by residents of development-based housing.*

### CDA Properties in Farmington

**Senior Housing Developments**  
Vermillion River Crossing • 66 units

**Workforce Housing Developments**  
Twin Ponds Townhomes • 51 units

**Scattered Site Public Housing**  
6 units

### Other Affordable Housing in Farmington

**Project Based Vouchers**  
Spruce Place • 60 senior units

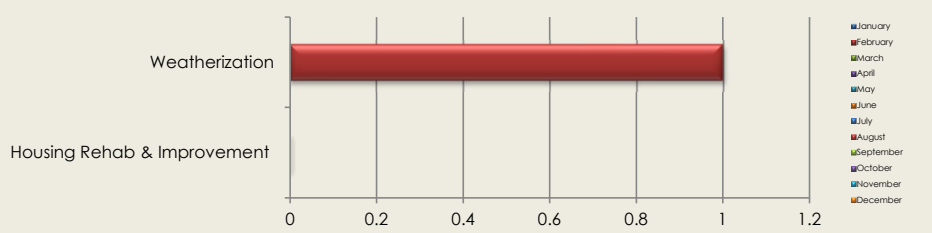
**FMHA**  
Red Oak Manor • 37 senior units  
Westview Apartments • 60 units

**Non-CDA Managed Tax Credit**  
Farmington Family Townhomes • 28 affordable family units of 32 total units  
Farmington Townhomes • 16 units

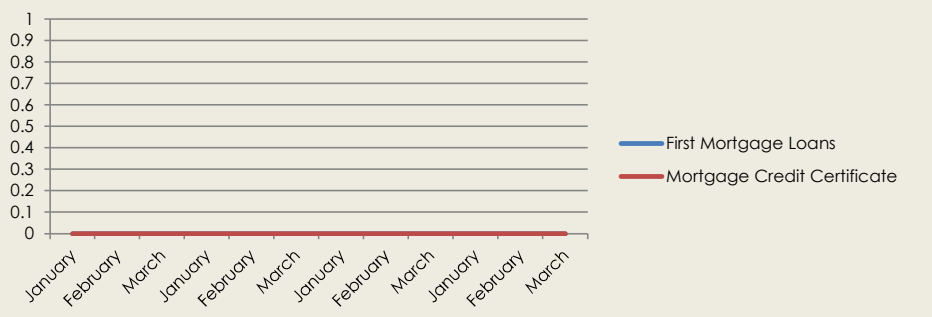
**Non-CDA Other**  
Elim Terrace • 4 affordable units of 18 total units

*Home Ownership Connection*

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	0	0	0	0	0
Weatherization Projects Completed	1	0	0	0	1

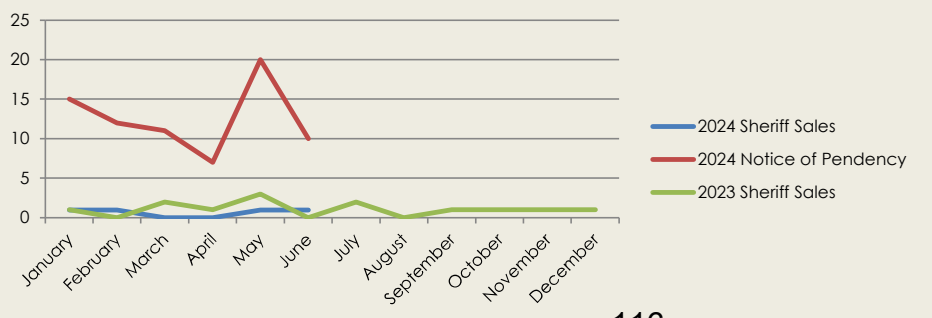


First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	0	0	0	0	0
Mortgage Credit Certificate Requested	0	0	0	0	0



*Foreclosure*

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	2	2	0	0	4	8
Notice of Pendency	38	37	0	0	75	150



Rental Assisted Housing

	as of March 31		as of June 30		+/- Previous Quarter
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	103	80	103	80	<b>0</b>
Project Based Housing Choice Vouchers	All	7	All	7	<b>0</b>
Other Affordable Housing Programs	109	83	109	83	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>212</b>	<b>170</b>	<b>212</b>	<b>170</b>	<b>0</b>
<b>Tenant-Based Housing Programs</b>		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		124		127	<b>3</b>
Portable Incoming Vouchers		14		15	<b>1</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>138</b>		<b>142</b>	<b>4</b>

Tenant-based program vouchers may be used by residents of development-based housing.

CDA Properties in Hastings

Senior Housing Developments

Mississippi Terrace • 40 units  
Rivertown Court • 63 units

Workforce Housing Developments

Marketplace Townhomes • 28 units  
Pleasant Ridge Townhomes • 31 units  
West Village Townhomes • 21 units

Scattered Site Public Housing

19 units

Other Affordable Housing in Hastings

Section 202 Housing

Oak Ridge • 109 senior units

Non-CDA Managed Tax Credit

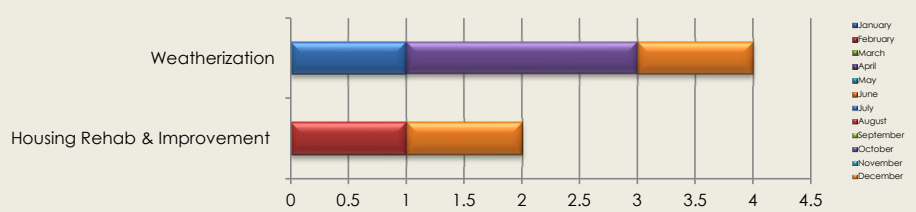
Guardian Angels Apartments & Townhomes • 33 family units  
Artspace Hastings Lofts • 37 affordable units

Future Developments

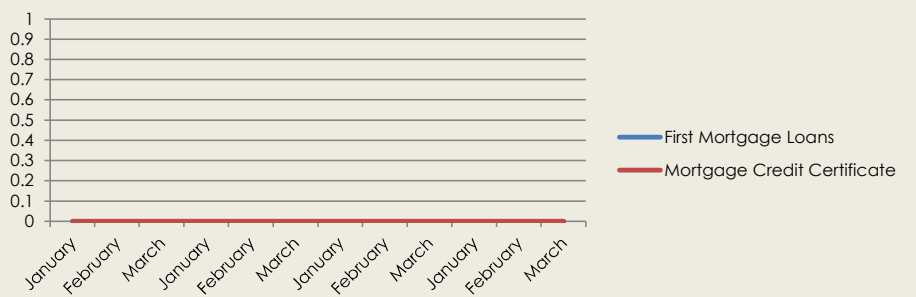
• Senior apartments, REE Developer; financing and occupancy TBD; still in process of being approved.

Home Ownership Connection

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	1	1	0	0	2
Weatherization Projects Completed	1	3	0	0	4

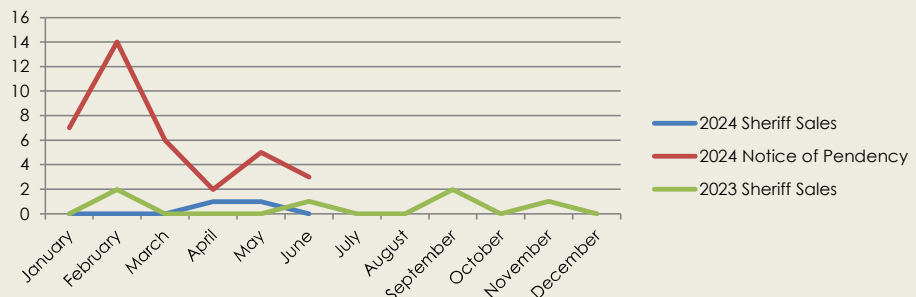


First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	0	0	0	0	0
Mortgage Credit Certificate Requested	0	0	0	0	0



Foreclosure

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	0	2	0	0	2	4
Notice of Pendency	27	10	0	0	37	74



Rental Assisted Housing

Development-Based Housing Programs	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
CDA Housing Programs	177	78	177	78	<b>0</b>
Project Based Housing Choice Vouchers	All	47	All	44	<b>-3</b>
Other Affordable Housing Programs	0	305	0	305	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>177</b>	<b>430</b>	<b>177</b>	<b>427</b>	<b>-3</b>
					+/-
Tenant-Based Housing Programs	All		All		Quarter
Tenant Based Housing Choice Vouchers	165		166		<b>1</b>
Portable Incoming Vouchers	32		35		<b>3</b>
Other Rental Housing Subsidy Programs	0		1		<b>1</b>
<b>Total Tenant-Based Housing Vouchers</b>	<b>197</b>		<b>202</b>		<b>5</b>

Tenant-based program vouchers may be used by residents of development-based housing.

CDA Properties in Inver Grove Heights

Senior Housing Developments

- Carmen Court • 51 units
- Cahill Commons • 60 units
- Hillcrest Pointe • 66 units

Workforce Housing Developments

- Spruce Pointe Townhomes • 24 units
- Lafayette Townhomes • 30 units
- Inver Hills Townhomes • 24 units

Scattered Site Public Housing

- 9 units

Other Affordable Housing in Inver Grove Heights

Project Based Vouchers

- Prairie Estates • 40 family units
- Cahill Place • 40 family units

Section 236 Housing

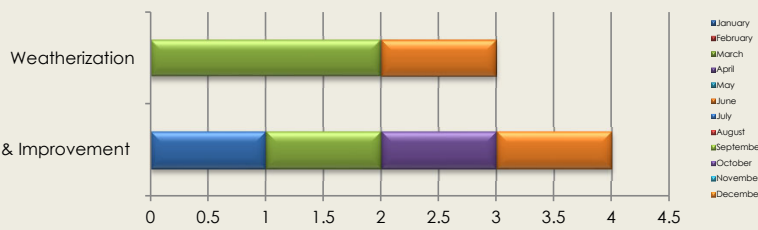
- Rolling Meadows Cooperative • 202 units

Non-CDA Bond Financed Housing

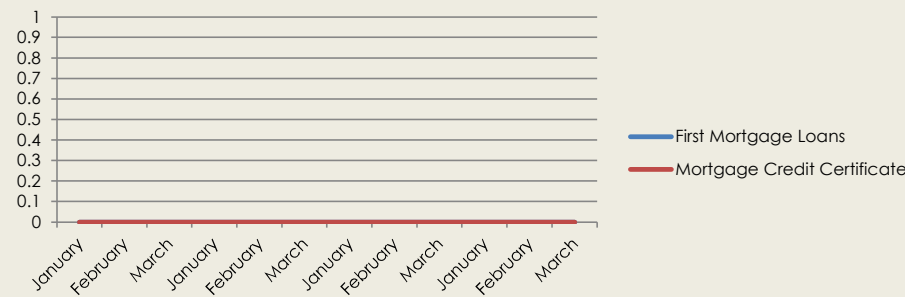
- Blackberry Pointe • 92 affordable family units of 219 total units

Home Ownership Connection

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>
Weatherization Projects Completed	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>

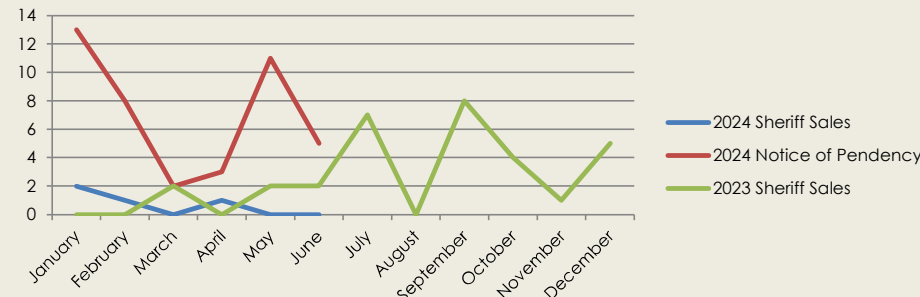


First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Mortgage Credit Certificate Requested	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



Foreclosure

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>8</b>
Notice of Pendancy	<b>23</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>84</b>



Rental Assisted Housing

	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	264	175	264	175	<b>0</b>
Project Based Housing Choice Vouchers	All	8	All	9	<b>1</b>
Other Affordable Housing Programs	24	126	24	126	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>288</b>	<b>309</b>	<b>288</b>	<b>310</b>	<b>1</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		161		158	<b>-3</b>
Portable Incoming Vouchers		22		22	<b>0</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>183</b>		<b>180</b>	<b>-3</b>

Tenant-based program vouchers may be used by residents of development-based housing.

CDA Properties in Lakeville

Senior Housing Developments

- Winsor Plaza • 64 units
- Main Street Manor • 51 units
- Crossroads Commons • 87 units
- Argonne Hills • 62 units

Workforce Housing Developments

- Country Lane Townhomes • 29 units
- Prairie Crossing Townhomes • 40 units
- Meadowlark Townhomes • 40 units
- Cedar Valley Townhomes • 30 units
- Keystone Crossing • 36 units

Scattered Site Public Housing

22 units

Other Affordable Housing in Lakeville

Section 202 Housing

- Fairfield Terrace • 24 units

Non-CDA Managed Tax Credit

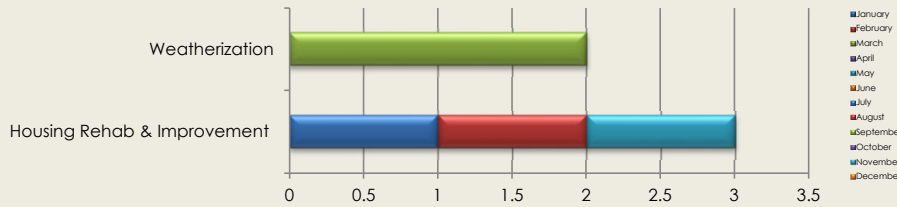
- Lakeville Court Apartments • 50 units
- Lakeville Pointe • 49 units

Non-CDA Other

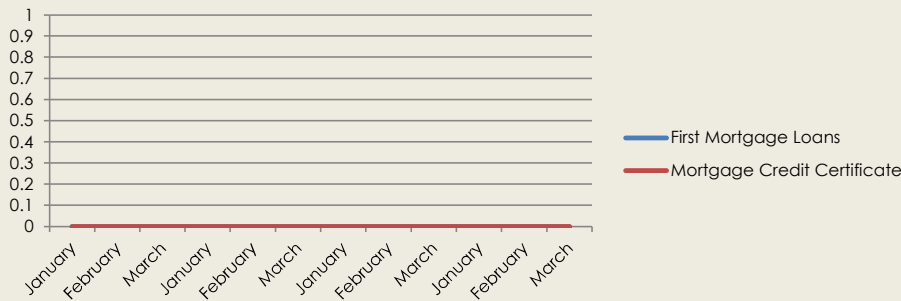
- Scott-Carver-Dakota • 4 affordable units

Home Ownership Connection

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>
Weatherization Projects Completed	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>



First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Mortgage Credit Certificate Requested	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



Foreclosure

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>6</b>
Notice of Pendancy	<b>21</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>84</b>



Rental Assisted Housing

	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	125	24	125	24	<b>0</b>
Project Based Housing Choice Vouchers	All	0	All	0	<b>0</b>
Other Affordable Housing Programs	0	1	0	1	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>125</b>	<b>25</b>	<b>125</b>	<b>25</b>	<b>0</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		36		38	<b>2</b>
Portable Incoming Vouchers		1		1	<b>0</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>37</b>		<b>39</b>	<b>2</b>

Tenant-based program vouchers may be used by residents of development-based housing.

CDA Properties in Mendota Heights

**Senior Housing Developments**  
Parkview Plaza • 65 units  
Village Commons • 60 units

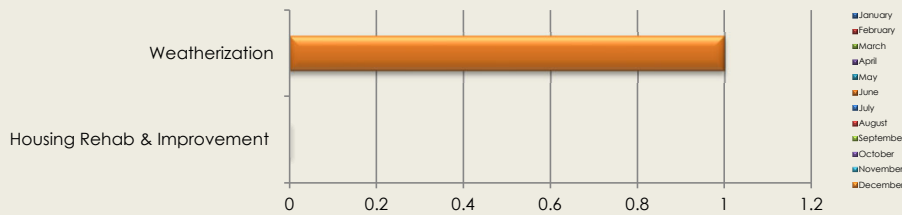
**Workforce Housing Developments**  
Hillside Gables Townhomes • 24 units

**Other Affordable Housing in Mendota Heights**

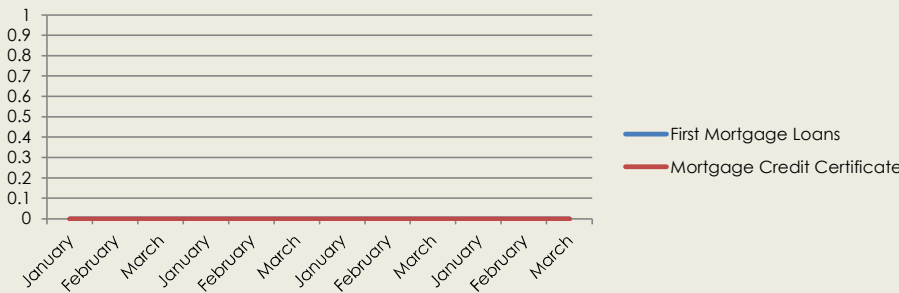
**Project Based Vouchers**  
Dakota Adults •  
12 handicapped units

Home Ownership Connection

<b>Housing Improvement Programs</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Weatherization Projects Completed	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>

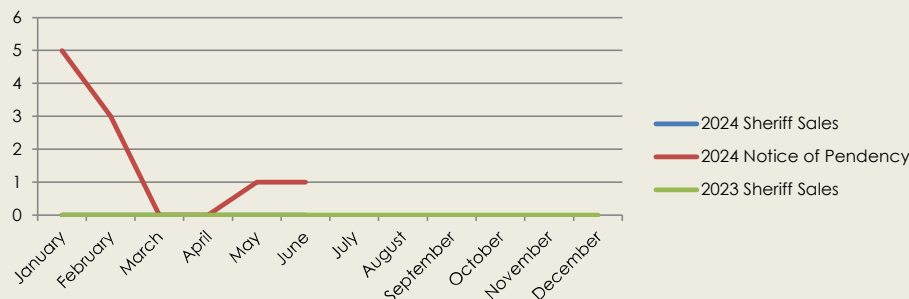


<b>First Time Homebuyer Programs</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Mortgage Credit Certificate Requested	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



Foreclosure

<b>Home Foreclosure</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Notice of Pendency	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>20</b>





Rental Assisted Housing

	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	104	32	104	32	<b>0</b>
Project Based Housing Choice Vouchers	All	11	All	9	<b>-2</b>
Other Affordable Housing Programs	0	90	0	90	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>104</b>	<b>133</b>	<b>104</b>	<b>131</b>	<b>-2</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		84		87	<b>3</b>
Portable Incoming Vouchers		14		13	<b>-1</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>98</b>		<b>100</b>	<b>2</b>

Tenant-based program vouchers may be used by residents of development-based housing.

**CDA Properties in Rosemount**

**Senior Housing Developments**

- Cameo Place • 44 units
- Cambrian Commons • 60 units

**Workforce Housing Developments**

- Carbury Hills Townhomes • 32 units
- Prestwick Place • 40 units

**Scattered Site Public Housing**

27 units

**Other Affordable Housing in Rosemount**

**Project Based Vouchers**

- Rosemount Plaza • 39 senior units
- Rosemount Greens • 28 family units

**Non-CDA Bond Financed Housing**

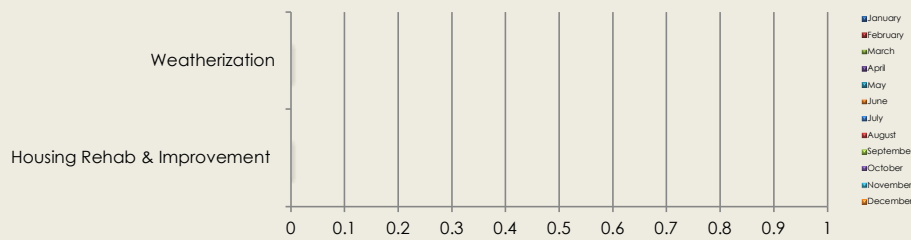
- Waterford Commons • 23 affordable units of 106 total units

**Non-CDA Managed Tax Credit**

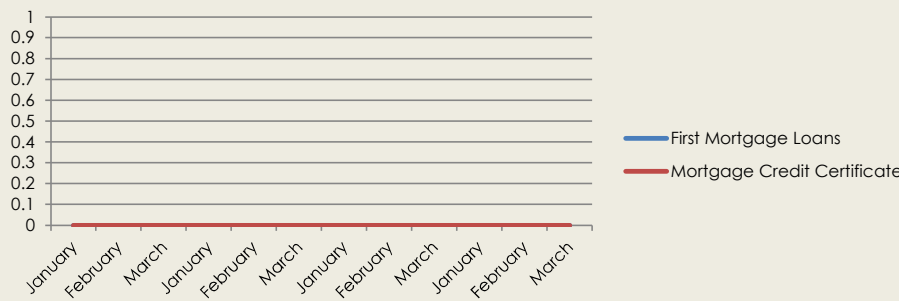
- Park Place • 36 units
- Wexford Place • 49 units

Home Ownership Connection

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	0	0	0	0	0
Weatherization Projects Completed	0	0	0	0	0

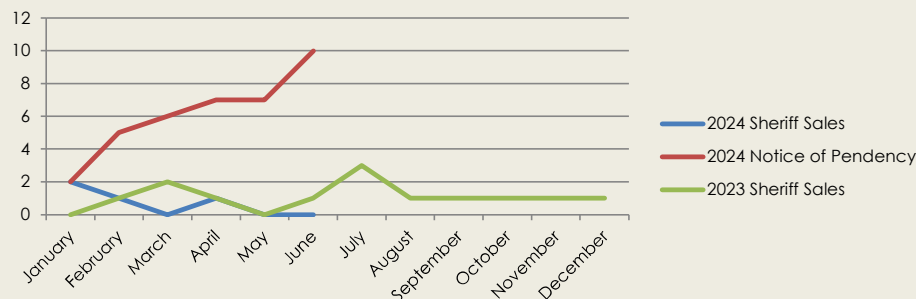


First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	0	0	0	0	0
Mortgage Credit Certificate Requested	0	0	0	0	0



Foreclosure

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	3	1	0	0	4	8
Notice of Pendancy	13	24	0	0	37	74



Rental Assisted Housing

	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	170	0	170	0	<b>0</b>
Project Based Housing Choice Vouchers	All	0	All	0	<b>0</b>
Other Affordable Housing Programs	296	51	296	51	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>466</b>	<b>51</b>	<b>466</b>	<b>51</b>	<b>0</b>
<b>Tenant-Based Housing Programs</b>		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		202		197	<b>-5</b>
Portable Incoming Vouchers		27		27	<b>0</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>229</b>		<b>224</b>	<b>-5</b>

Tenant-based program vouchers may be used by residents of development-based housing.

CDA Properties in South St. Paul

**Senior Housing Developments**  
River Heights Terrace • 54 units  
Dakota Heights • 56 units  
Thompson Heights • 60 units

**Other Affordable Housing in South St. Paul**

**Project Based Vouchers**  
Camber Hills Townhomes • 44 units

**Low Rent**  
John Carroll • 165 units  
Nan McKay • 131 units

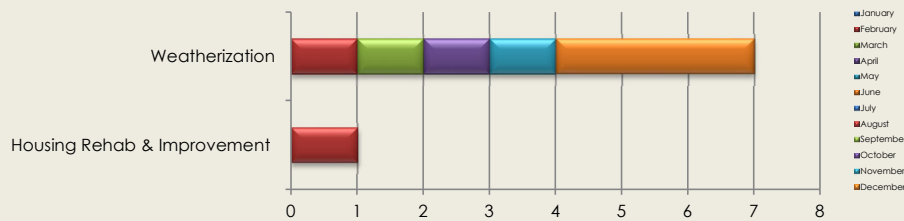
**Non-CDA Managed Tax Credit**  
Kaposia Terrace Townhomes •  
19 affordable units of 20 total units

**Non-CDA Bond Financed Housing**  
Kaposia (Rose) Apartments •  
20 affordable units of 48 total units

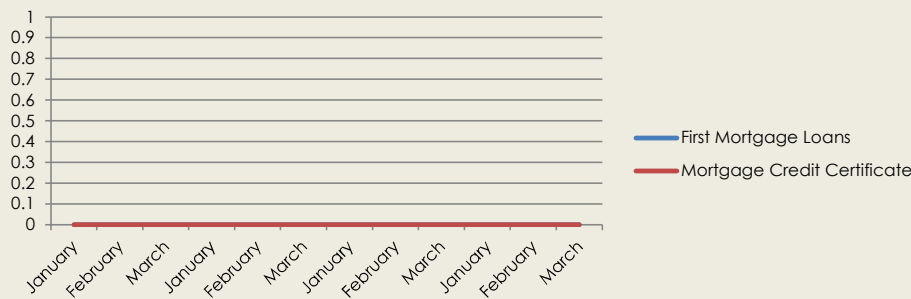
**Non-CDA Other**  
Scott-Carver-Dakota CAP Agency •  
12 affordable units

Home Ownership Connection

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	1	0	0	0	1
Weatherization Projects Completed	2	5	0	0	7

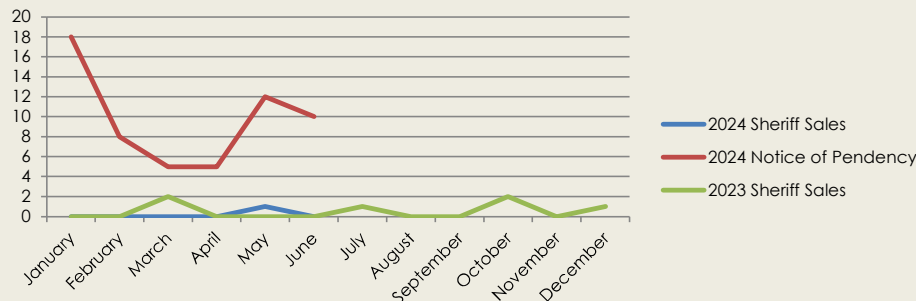


First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	0	0	0	0	0
Mortgage Credit Certificate Requested	0	0	0	0	0



Foreclosure

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	0	1	0	0	1	2
Notice of Pendency	31	27	0	0	58	116



*Rental Assisted Housing*

	as of March 31		as of June 30		+/-
	Elderly/ Disabled	Youth/ Family	Elderly/ Disabled	Youth/ Family	Previous Quarter
<b>Development-Based Housing Programs</b>					
CDA Housing Programs	101	0	101	0	<b>0</b>
Project Based Housing Choice Vouchers	All	4	All	4	<b>0</b>
Other Affordable Housing Programs	304	214	304	214	<b>0</b>
<b>Total Development-Based Housing Units</b>	<b>405</b>	<b>218</b>	<b>405</b>	<b>218</b>	<b>0</b>
<b>Tenant-Based Housing Programs</b>					
		All		All	+/- Quarter
Tenant Based Housing Choice Vouchers		408		389	<b>-19</b>
Portable Incoming Vouchers		107		108	<b>1</b>
Other Rental Housing Subsidy Programs		0		0	<b>0</b>
<b>Total Tenant-Based Housing Vouchers</b>		<b>515</b>		<b>497</b>	<b>-18</b>

*Tenant-based program vouchers may be used by residents of development-based housing.*

**CDA Properties in West St. Paul**

**Senior Housing Developments**

Haskell Court • 42 units  
The Dakotah • 59 units

**Scattered Site Public Housing**

7 units  
Colleen Loney Manor • 80 units

**Other Affordable Housing in West St. Paul**

**Section 202 Housing**

Mount Carmel • 60 units

**Low Rent**

4 units

**Non-CDA Bond Financed Housing**

The Sanctuary of West St. Paul • 164 senior units  
The Winslow • 172 units

**Non-CDA Tax Credit**

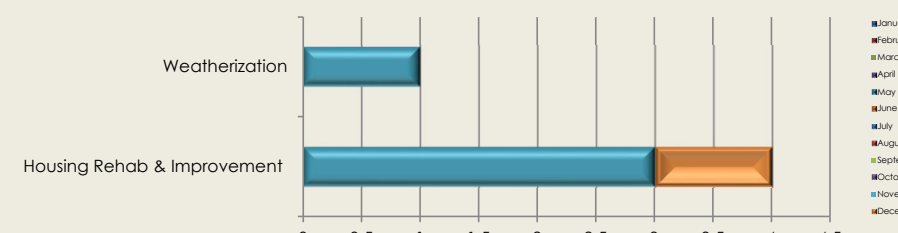
Covington Court • 160 units

**Non-CDA Other**

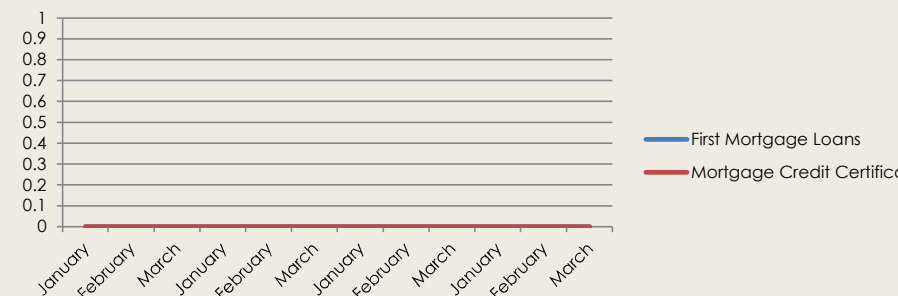
The Oaks of West St. Paul • 25 affordable units of 132 total units  
Westview Park • 15 affordable units of 72 total units

*Home Ownership Connection*

Housing Improvement Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
Rehab & Improvement Loans Closed	0	4	0	0	4
Weatherization Projects Completed	0	1	0	0	1

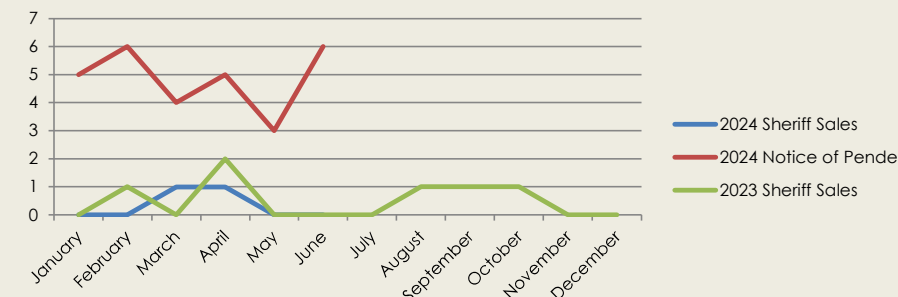


First Time Homebuyer Programs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
First Mortgage Loans & Downpayment	0	0	0	0	0
Mortgage Credit Certificate Requested	0	0	0	0	0



*Foreclosure*

Home Foreclosure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
Sheriff Sales	1	1	0	0	2	4
Notice of Pendency	15	14	0	0	29	58



<i>Rental Assisted Housing</i>		as of March 31	as of June 30	± Quarter
	<b>Tenant-Based Housing Programs</b>	All	All	
Cannon Falls				0
Castle Rock				0
Douglas Township				0
Empire				0
Hampton		3	3	0
Lilydale				0
Mendota				0
Miesville				0
Northfield				0
Randolph		0	0	0
Ravenna				0
Sunfish Lake				0
Vermillion				0
Waterford				0
	<b>Total Tenant-Based Housing Vouchers</b>	<b>3</b>	<b>3</b>	<b>0</b>
<i>Tenant-based programs include Tenant Based Housing Vouchers and Other Rental Housing Subsidy programs</i>				

**Small Cities include:**

- Cannon Falls
- Castle Rock
- Douglas Rowntship
- Empire
- Hampton
- Lilydale
- Mendota
- Miesville
- Northfield
- Randolph
- Ravenna
- Sunfish Lake
- Vermillion
- Waterford

<i>Home Ownership</i>	<b>Home Improvement Programs</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
	Cannon Falls					
Castle Rock						0
Douglas Township						0
Empire						0
Hampton						0
Lilydale						0
Mendota						0
Miesville						0
Northfield						0
Randolph						0
Ravenna						0
Sunfish Lake						0
Vermillion						0
Waterford						0
<i>Programs include Weatherization, Home Improvement &amp; Rehabilitation Loan programs</i>						
	<b>First Time Homebuyer Programs</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD
	First Mortgage Loans Closed & Downpayment	0	0	0	0	0
	Mortgage Credit Certificate	0	0	0	0	0

<i>Foreclosure</i>	<b>Home Foreclosure</b>	Quarter 1	Quarter 2	Quarter 3	Quarter 4	2023 YTD	2022 CY
		Sheriff Sales	1	0	0	0	1
	Notice of Pendency	2	0	0	0	2	7

# Appendix

## *Assisted Housing*

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### ***Development Based Housing Programs***

**Development Based Housing Programs** are housing sites where the eligible subsidy is tied to the site and the units remain affordable for the duration of the funding contract. The site is made affordable usually through public funding for construction along with an ongoing operating subsidy. Units may target special needs while others may be general occupancy units. Development Based Housing is listed separately at the bottom of each city's report. Development Based Housing Programs include:

**CDA Senior Housing Program** provides one- and two-bedroom rental apartment units for persons 62 years of age and older. The CDA issues tax exempt bonds, credit enhanced with a general obligation pledge from Dakota County and has created a common bond fund. Under this financing structure, rental revenue from all of the buildings is pooled to pay to expenses and debt service for all the buildings. About 72% of the debt service on the bonds is paid from the supplemental revenues, including tax increment revenue and the CDA's property tax levy that is exclusively dedicated to senior housing. Land and public improvements are paid for in part with CDBG, HOME and other local funds.

**CDA Workforce Housing Program** provides high quality housing at an affordable rate to meet the needs of households earning modest wages. The affordable workforce housing units are financed through a the CDA's Family Housing Partnership Program, which was developed as a public/private limited partnership to syndicate low income housing tax credits and raise equity from the private sector for the development's construction. Financing packages also include below market loans and grants from public, private and non-profit sources.

**CDA Youth Supportive Housing Program** is a supportive housing development that provides 24 units of affordable, safe, stable housing at Lincoln Place with services for young adults ages 18-25 who are homeless or are at significant risk of becoming homeless. The CDA is the owner, developer and property manager of Lincoln Place. Dakota County Community Services is the sponsor of the project and serves as a referral service for youth who would be good candidates for Lincoln Place. To provide one-on-one case management at Lincoln Place, Dakota County Community Services contracted with The Link to provide advocacy, life skills training, goal setting around education, employment and overall health (chemical, mental and physical) to help residents transition to independence.

**Project Based Housing Choice Vouchers (Section 8)** is a rental subsidy that can cover all of the units in a given housing development or a designated number of units. Rents are set at 40% of the tenant's income and are paid to the project's owner. The remainder of the rent (the subsidy amount) is paid by the federal government. Since the assistance is tied to the unit, a household who moves from the project-based unit does not have any right to continued housing assistance. However, they may be eligible for a tenant based voucher when one becomes available. These rental units are owned and operated by private owners, either for-profit or not-for-profit.

**Section 202 Housing** units are available to elderly or handicapped residents. This program aims to expand the supply of affordable housing with supportive services for the elderly by providing capital advances to private, not-for-profit organizations to finance property acquisition, site improvement, conversion, demolition, relocation and other expenses associated with supportive housing for the elderly. Project Rental Assistance Contracts are used to cover the difference between the HUD approved operating costs per unit and the

tenant's rent. Housing financed under this program may include appropriate support services and activities such as cleaning, cooking and transportation for elderly persons who are frail or at risk of being institutionalized. Section 202 is a federally funded program.

**Section 811 Housing** is a supportive housing program with units available to persons with disabilities. This program provides capital advances to not-for-profit sponsors to finance the development of rental housing with supportive services for persons with disabilities. The capital advance is interest free and does not have to be repaid as long as the housing remains available for very low-income persons with disabilities for at least 40 years. The program also provides project rental assistance to cover the difference between the HUD approved operating costs per unit and the amount the resident pays. This is a federally funded program.

**Section 236 Housing** units are generally fixed or flat rents, meaning that they do not vary according to tenant income. The government provided a large mortgage subsidy that reduced interest rates to as little as 1%. These rental units are owned and operated by private owners.

**Scattered Site Public Housing** are rental units owned and operated by a Public Housing Agency, such as the CDA. These housing units consist of high-rise apartments, single family homes, duplexes and townhomes. Tenant income eligibility is based on 80% of area median income. Residents of public housing units pay 30% of their income for rent. Rental payments go to the public housing agency and are used for the operation and maintenance costs of the housing. Federal subsidies also assist with operating costs.

In addition to scattered site units, the CDA owns Colleen Loney Manor, which is an apartment building for low-to-moderate income person who are 62 years of age and older, handicapped or disabled, near elderly (50 years or older) and single persons.

South St. Paul HRA administers public housing program for the City of South St. Paul.

**Low Rent Housing** are units of housing for families, seniors and disabled households, which are federally subsidized.

**Farmers Home Administration (FMHA)** are units if housing for the elderly or families, which are federally funded.

### ***Tenant Based Housing Programs***

**Tenant Based Housing Programs are when the eligible housing subsidy is tied to the tenant and the subsidy travels with the tenant. The housing subsidy makes up the difference between the market rate rent and the tenant's income based payment. Tenant Based Housing Programs include:**

**Tenant Based Housing Choice Voucher (Section 8) Program** is the federal government's major program for assisting very low-income families, the elderly and the disabled to afford decent and safe housing in the private market. A household that is issued a housing voucher is responsible for finding a suitable housing unit of the household's choice where the owner agrees to rent under the program. Rental units must meet minimum standards of health and safety, as determined by the public housing authority.

The CDA administers this program in Dakota County.

**Tenant Based Portable Incoming Vouchers (Section 8)** are Housing Choice Vouchers that are issued by a Public Housing Authority other than the CDA but are administered by the CDA because the tenant eligible for the housing subsidy moved into Dakota County.

**Tenant Based Portable Outgoing Vouchers (Section 8)** are Housing Choice Vouchers that are issued by the CDA but are administered by another Public Housing Authority because the tenant eligible for the housing subsidy moved out of Dakota County.

**Mainstream Vouchers** assist non-elderly persons with disabilities. Aside from serving a special population, Mainstream vouchers are administered using the same rules as other housing choice vouchers. Funding and financial reporting for Mainstream vouchers is separate from the regular tenant-based voucher program.

**Emergency Housing Vouchers (EHV)** program is available through the American Rescue Plan Act (ARPA) to assist individuals and families who are homeless; at risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless or have a high risk of housing instability.

**Continuum of Care** is a Federally funded program that provides rental assistance to homeless persons with disabilities. The CDA administers the housing subsidy while Dakota County Social Services refers applicants and provides supportive services for program participants. This program provides intensive case management for households most at risk for chronic homelessness to help them to achieve long-term stability. Continuum of Care is a Federally funded program through the Department of Housing and Urban Development.

**Bridges** serves persons with chronic and persistent mental illness. The CDA administers the housing subsidy portion of this program and Dakota County Social Services provides supportive services to help stabilize participating households. This is a temporary subsidy that “bridges” the gap between homelessness, treatment centers, institutional facilities, and permanent affordable housing. Bridges is a state funded program through a grant from the Minnesota Housing Finance Agency.

**Family Unification Program** provides housing vouchers targeted to applicants in two categories:

- 1) Families for whom the lack of adequate housing is the primary reason for placement of a child in foster care, or is the cause for delays in reuniting a child with their family, and
- 2) Youth between the ages of 18 and 21 years who left foster care at 16 or older and who lack adequate housing.

The CDA works with Dakota County Community Services to identify and connect with families and youth who might be eligible for the program. Family Unification Program is a federally funded program.

**Veteran Affairs Supportive Housing (VASH)** is a unique partnership between the Department of Veteran Affairs and the Department of Housing and Urban Development that provides long-term case management, supportive services and permanent housing support for chronically homeless Veterans. The program seeks to serve the neediest, most vulnerable homeless Veterans. A key component of the program is VA's case management services. Case management services promote housing stability and support recoveries from physical and mental illnesses and substance use disorders. These services are designed to improve the Veteran's physical and mental health and enhance the veteran's ability to live in safe and affordable housing within Dakota County.

**Housing Trust Fund (+Homeless)** is a State Funded program for all individuals or families who must be referred by Dakota County Supportive Housing Unit (SHU). This program is administered by the Dakota County CDA.

# Home Ownership Connection

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**Home Improvement Loan Program** assists low and moderate income homeowners with making repairs and improvements to their homes. Funds are commonly used for roof replacement, furnace replacement, electrical and plumbing repairs, insulation and special needs improvements such as ramp and bathroom and kitchen modifications. The Home Improvement Loan Program is funded by a variety of sources including Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and Housing Opportunities Enhancement Program (HOPE).

**MHFA Home Rehab Loan** is State funded to provide no-interest loans to eligible extremely low-income homeowners (30% Area Median Income) to make homes more livable, accessible and energy efficient.

**Community Development Block Grant (CDBG) Loans** - federally funded program for public facilities, housing, neighborhood revitalization, public services, planning and project administration.

**HOME Program Loans** is a federally funded program available for home rehabilitation, homebuyer programs, rehabilitation of rental housing, tenant based rental assistance and new construction of affordable housing.

**Weatherization** services are cost-effective energy efficiency measures for existing residential and multifamily housing with low-income residents. A wide variety of energy measures that encompass the building envelope, its heating and cooling systems, its electrical systems and electricity consumption are the focus. This program is targeted to recipients of fuel assistance. It has the effect of reducing the demand for future fuel assistance by increasing energy efficiency. The Weatherization Program is administered as a joint effort between the CAP Agency and the CDA. Funding is provided to the CDA on an annual basis from the Minnesota Department of Commerce.

**Home Stretch Homebuyer Education** is a course that teaches homebuyers about the entire homebuying process and the responsibilities of homeownership. Classes are taught by CDA Housing Counselors and industry professionals such as mortgage lenders, Realtors and inspectors.

**Pre-Purchase Counseling Sessions** are individual counseling sessions for homebuyers to meet with a trained homeownership specialist to answer questions about homeownership and review the household's financial situation to develop a plan to become a homeowner.

## Foreclosure

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**Sheriff Sales** are distressed public property auctions. It is generally the last step in the foreclosure process after the homeowner has exhausted all their options to avoid defaulting on a mortgage. Once the borrower has defaulted, the lender will file suit in court to recover its loan loss, and if the court awards a judgment, the property will be scheduled to be sold at a public auction.

**Notice of Pendency** is filed by a mortgage company's attorney as official notification that the foreclosure process has begun. Not all of these result in Sheriff Sales.