



Grant Agreement  
State of Minnesota

SWIFT: 259876  
Agency Interest: 90804  
Activity ID: PRO20240002

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State") and **City of Duluth**, 411 West 1<sup>st</sup> Street, Duluth, MN 550802 ("Grantee").

### Recitals

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

### Grant Agreement

#### 1. Term of Grant Agreement

- 1.1 **Effective date: December 9th, 2024**, Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until the grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: December 8th, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

#### 2. Grantee's Duties

The Grantee, who is not a state employee, will submit for approval, prior to installation, a site plan to install one DC fast charging station located at the site listed below. The Grantee's site plan will specifically demonstrate compliance of the station installment requirements listed in **Attachment A**, which is attached and incorporated into this grant agreement. The station will be networked, dual ported, 50kW or higher-powered DC fast charger, available for public use. Any deviations from the approved site plan must be reviewed and approved by MPCA Project manager before installation to be considered eligible for reimbursement. All requirements in **Attachment A** must be met or the stations will not be reimbursed.

Station 1: 250 Canal Park Dr, Duluth, MN 55802, USA

### Reporting

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

### 3. Time

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

### 4. Consideration and Payment

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

- (a) **Compensation.** The Grantee will be paid up to **\$219,888.00** for one DCFC station.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$219,888.00 (Two Hundred and Nineteen Thousand Eight Hundred and Eighty Eight Dollars and Zero Cents)**.

#### 4.2 Payment

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

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

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

Invoices must be emailed to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us). If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

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

**(b) Unexpended funds**

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

**4.3 Contracting and Bidding Requirements**

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

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

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

**5. Conditions of Payment**

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

**6. Authorized Representative**

The State's Authorized Representative is **Lexie Lyng**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2680, [lexie.lyng@state.mn.us](mailto:lexie.lyng@state.mn.us), or successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **Ted Blenkush**, 1532 West Michigan Street, Duluth, MN 55806, 218-576-7954, [tblenkush@duluthmn.gov](mailto:tblenkush@duluthmn.gov), or successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

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

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

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

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

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

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

## 8. **Indemnification**

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

## 9. **State Audits**

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

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

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

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

### 10.2 **Intellectual Property Rights**

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

ownership interest in the Works and Documents.

(b) **Obligations.**

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

**11. Workers' Compensation**

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

**12. Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or

jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

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

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

**14. Termination**

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

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

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

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

**15. Data Disclosure**

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

**16. Payment to subcontractors**

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

**17. Prevailing Wage**

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment B**, which is attached and incorporated into this grant agreement. **You must use the prevailing wage rates for the county where the charging station will be installed.**

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

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

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

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

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

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

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

**Prevailing Wage Payroll Information:**

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

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: [prevailingwage.pca@state.mn.us](mailto:prevailingwage.pca@state.mn.us), and the MPCA Project Manager.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.

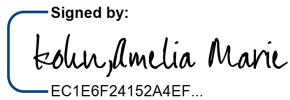
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at [https://www.dli.mn.gov/sites/default/files/pdf/pw\\_certified\\_payroll\\_form.pdf](https://www.dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf). Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

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

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

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

## Signatures

Title	Name	Signature	Date
Encumbrance Verification	Kohn, Amelia Marie	 Signed by: Kohn, Amelia Marie EC1E6F24152A4EF...	December 18, 2024
Energy Coordinator	Ted Blenkush		





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



**THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE**

**Construction Type: Commercial**

**County Number: 69**

County Name: ST. LOUIS

Effective: 2023-12-26

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

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

Violations should be reported to:

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

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

**County: ST. LOUIS (69)**

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2023-12-26	31.42	22.69	54.11
		2024-05-01	33.40	23.44	56.84
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2023-12-26	31.42	22.69	54.11
		2024-05-01	33.40	23.44	56.84
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2023-12-26	28.29	20.41	48.70
		2024-05-01	30.04	21.16	51.20
104*	FLAG PERSON	2023-12-26	29.92	21.69	51.61
105	WATCH PERSON	2023-12-26	26.37	20.94	47.31

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
106	BLASTER	2023-12-26	27.22	19.29	46.51
107	PIPELAYER (WATER, SEWER AND GAS)	2023-12-26	41.03	23.67	64.70
		2024-05-01	43.76	24.42	68.18
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2023-12-26	39.03	23.67	62.70
		2024-05-01	41.76	24.42	66.18
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2023-12-26	29.92	21.69	51.61
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2023-12-26	28.72	20.94	49.66
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2023-12-26	41.73	22.85	64.58
202	BOOM TRUCK	2023-12-26	41.73	22.85	64.58
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER	2023-12-26	28.29	20.41	48.70

<b>LABOR CODE AND CLASS</b>	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>
LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2024-05-01	30.04	21.16	51.20
204 OFF-ROAD TRUCK	2023-12-26	33.65	19.95	53.60
205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2023-12-26	26.91	19.87	46.78
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>				

<b>GROUP 2</b>	2023-12-26	43.38	25.20	68.58
	2024-04-29	45.61	26.40	72.01

306 GRADER OR MOTOR PATROL				
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

<b>GROUP 3</b>	2023-12-26	42.81	25.20	68.01
	2024-04-29	45.01	26.40	71.41

309 ASPHALT BITUMINOUS STABILIZER PLANT				
310 CABLEWAY				
312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316 LOCOMOTIVE CRANE OPERATOR				
320 TANDEM SCRAPER				
322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				

<b>GROUP 4</b>	2023-12-26	42.49	25.20	67.69
	2024-04-29	44.67	26.40	71.07

323 AIR TRACK ROCK DRILL				
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325 BACKFILLER OPERATOR				
327 BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331 CHIP HARVESTER AND TREE CUTTER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334				
CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335				
CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336				
CURB MACHINE				
337				
DIRECTIONAL BORING MACHINE				
338				
DOPE MACHINE (PIPELINE)				
340				
DUAL TRACTOR				
341				
ELEVATING GRADER				
345				
GPS REMOTE OPERATING OF EQUIPMENT				
347				
HYDRAULIC TREE PLANTER				
348				
LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349				
LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350				
MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352				
PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354				
PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356				
POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357				
PUGMILL				
359				
RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360				
SCRAPER				
361				
SELF-PROPELLED SOIL STABILIZER				
362				
SLIP FORM (POWER DRIVEN) (PAVING)				
363				
TIE TAMPER AND BALLAST MACHINE				
365				
TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
<b>GROUP 5</b>	2023-12-26	39.33	25.20	64.53
	2024-04-29	41.36	26.40	67.76
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379				
POWER ACTUATED JACK				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
384				
385				
<b>GROUP 6</b>	2023-12-26	38.06	25.00	63.06
387				
389				
391				
393				
395				
396				
397				
<b>COMMERCIAL POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 1</b>	2023-12-26	49.25	25.20	74.45
	2024-04-29	51.03	26.40	77.43
501				
502				
503				
<b>GROUP 2</b>	2023-12-26	48.88	25.20	74.08
	2024-04-29	50.64	26.40	77.04
504				
505				
506				
507				
<b>GROUP 3</b>	2023-12-26	47.35	25.20	72.55
	2024-04-29	49.05	26.40	75.45
508				
509				
510				
511				
512				
513				
514				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>GROUP 4</b>	2023-12-26	46.99	25.20	72.19
	2024-04-29	48.68	26.40	75.08
515				CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)
516				FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
517				HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)
518				LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)
519				OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)
520				TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)
<b>GROUP 5</b>	2023-12-26	44.91	25.20	70.11
	2024-04-29	46.51	26.40	72.91
521				AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
522				CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)
523				CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM
524				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)
525				FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)
526				FRONT END, SKID STEER 1 C YD AND OVER
527				HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)
528				MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
529				POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)
530				PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
531				SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
532				STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)
533				TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)
534				WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)
<b>GROUP 6</b>	2023-12-26	43.28	25.20	68.48
	2024-04-29	44.82	26.40	71.22
535				CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)
536				FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
537				FRONT END, SKID STEER UP TO 1 C YD
538				GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)
539				TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)
540				TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER
<b>GROUP 7</b>	2023-12-26	42.06	25.20	67.26
	2024-04-29	43.55	26.40	69.95

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
541				
AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542				
BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543				
CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544				
FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545				
OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546				
PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547				
PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 8</b>	2023-12-26	39.88	25.20	65.08
	2024-04-29	41.28	26.40	67.68
548				
ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549				
GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550				
MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
<b>TRUCK DRIVERS</b>				
<b>GROUP 1 *</b>	2023-12-26	34.85	21.75	56.60
601				
MECHANIC . WELDER				
602				
TRACTOR TRAILER DRIVER				
603				
TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2 *</b>	2023-12-26	34.30	21.75	56.05
604				
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>	2023-12-26	33.00	19.95	52.95
605				
BITUMINOUS DISTRIBUTOR DRIVER				
606				
BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607				
THREE AXLE UNITS				
<b>GROUP 4 *</b>	2023-12-26	25.10	10.85	35.95
608				
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609				
DUMP PERSON				
610				
GREASER				
611				
PILOT CAR DRIVER				
612				
RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613				
TWO AXLE UNIT				
614				
SLURRY OPERATOR				



LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2023-12-26	49.26	21.70	70.96
		2024-06-05	52.26	21.70	73.96
702	BOILERMAKERS	2023-12-26	44.37	30.55	74.92
		2024-01-01	46.00	31.93	77.93
703	BRICKLAYERS	2023-12-26	39.90	33.22	73.12
		2024-05-01	43.40	33.22	76.62
704	CARPENTERS	2023-12-26	35.60	24.53	60.13
		2024-04-29	38.85	24.53	63.38
705	CARPET LAYERS (LINOLEUM)	2023-12-26	41.50	22.69	64.19
		2024-06-01	44.75	22.69	67.44
706	CEMENT MASONS	2023-12-26	37.97	20.75	58.72
		2024-04-29	40.40	20.75	61.15
707	ELECTRICIANS	2023-12-26	44.77	30.83	75.60
		2024-06-02	46.59	31.64	78.23
708	ELEVATOR CONSTRUCTORS	2023-12-26	57.49	43.71	101.20
		2024-01-01	59.95	44.53	104.48
709	GLAZIERS	2023-12-26	34.62	25.67	60.29
710	LATHERS	2023-12-26	35.95	25.40	61.35
		2024-04-29	39.20	25.40	64.60
712	IRONWORKERS	2023-12-26	39.14	34.11	73.25
		2024-04-28	42.34	34.11	76.45
714	MILLWRIGHT	2023-12-26	39.18	25.33	64.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT	2023-12-26	35.19	24.84	60.03

LABOR CODE AND CLASS	MARKINGS)	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2023-12-26	42.15	26.04	68.19
717	PIPEFITTERS . STEAMFITTERS	2023-12-26	43.80	25.90	69.70
718	PLASTERERS	2023-12-26	38.24	23.23	61.47
		2024-05-01	40.39	23.23	63.62
719	PLUMBERS	2023-12-26	43.81	25.90	69.71
720	ROOFER	2023-12-26	40.00	20.46	60.46
721	SHEET METAL WORKERS	2023-12-26	42.45	30.13	72.58
		2024-05-06	45.25	30.13	75.38
722	SPRINKLER FITTERS	2023-12-26	41.02	26.09	67.11
		2024-04-01	41.02	26.67	67.69
723	TERRAZZO WORKERS	2023-12-26	45.47	24.14	69.61
		2024-04-29	48.27	24.14	72.41
724	TILE SETTERS	2023-12-26	32.54	31.46	64.00
		2024-04-29	35.79	31.46	67.25
725	TILE FINISHERS	2023-12-26	25.23	22.88	48.11
		2024-04-29	27.83	22.88	50.71
726	DRYWALL TAPER	2023-12-26	35.19	24.84	60.03
727	WIRING SYSTEM TECHNICIAN	2023-12-26	44.61	20.16	64.77
728	WIRING SYSTEMS INSTALLER	2023-12-26	31.25	16.34	47.59
729	ASBESTOS ABATEMENT WORKER	2023-12-26	36.13	22.45	58.58
730	SIGN ERECTOR	2023-12-26	32.37	19.40	51.77
		2024-06-01	34.12	19.40	53.52

**LABOR CODE AND CLASS**

**EFFECT DATE    BASIC RATE    FRINGE RATE    TOTAL RATE**



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

# Attachment A

Doc Type: Contract

## EV Fast Charging Station Installation Requirements

### Site map

Grant recipients will be required to submit to the MPCA for approval a site map once host sites are selected and before installation occurs. The site map will include demonstration of compliance with the station requirements outlined below.

### Host site selection

- a. The site must be accessible to the general public for users 24-hours per day/seven days per week, with the maximum exception of 10 days per year due to scheduled events when the charger may not be accessible.
- b. The area must have dusk to dawn lighting.
- c. Host site agreements: requiring that each station will remain at the site and operational for a minimum of five years.
- d. Utility notification: Confirmation that contact has been made with the local utility to determine site locations that factor in proximity to electrical service and any necessary distribution system upgrades is required.

### Fast charging station installation requirements

The list below are required for fast charging station installations:

- a. Local electrical permits: Local electrical permits must be secured and regulations followed for the fast charging station installations at each respective host site.
- b. Parking spaces: A minimum of two concrete or asphalt pad parking spaces and ample real estate upon which to create parking spaces for at least one additional fast charging station in the future is required.
- c. ADA compliance: It is required that one of the parking spaces for the 50 kW station is the one that is ADA compliant, rather than the space for the Level 2 back-up station Any deviation from the 50 kW parking space requires prior written approval from MPCA.

Number of spaces	4% or 1 in 25 spaces, in any given lot, be designated as accessible
Parking stall:	10 feet wide by 18 feet long
Accessible route width	Minimum 36 inches wide
Accessible route slope/ cross slope	Accessible Route Slope/ Cross Slope Maximum 1:20 (5%) running slope and 1:48 (2%) cross slope; Accessible vehicle spaces 1:48 (2%) in all directions
Reach range	48 inches front and side to allow reach to all operable parts from a wheelchair

Accessible controls	Operable with one hand and not requiring grasping, pinching, or twisting of the wrist or force more than 5 lbs.
Accessible ramps	A ramp or curb-cut must be accessible in order to allow for operation of charging station
Side access aisle	Side access aisle of 60 inches wide to allow space for wheelchair and equipment in and out of space
Other considerations	Ensure that bollards, wheel stops or curb do not obstruct use of charging station

- d. Future proofing: Conduit and an electrical service box of adequate size and disconnect capacity that will allow additional electrical cable to be run to the site for future installation of two additional 50 kW charging stations or a higher power station up to 350 kW must be included in the installation.
- e. Level-2 station: For emergency back-up, a Level-2 (240 volt-alternating current, Society of Automotive Engineers J-1772 connector) must be installed, activated and tested or already available at the fast charging installation site. This Level-2 station is *not required* to be computer networked or to have intelligent capabilities.
- f. Posted signage: “Electric Vehicle Parking Only” signs are required on each side of each charging station along with “Electric Vehicle Parking Only” stenciled graphics on each striped parking pad along with the installation of three to four-foot high bollards with concrete footings placed to protect the fast chargers from accidental impact.
- h. Warranty/maintenance: The fast charging station unit is required to have a five-year warranty. Proof of the charging station equipment warranty must be in the form of a line item on the receipt for the charging station. A service agreement for the first five years of maintenance of the charging stations as per the original manufacturer recommendations is required. All fast charging stations must continually be in full-working order to the extent possible. Should repair be necessary, service must be contacted within 24 hours and the station up and fully operating within 48 to 72 hours to ensure a 95% annual uptime guarantee.

**Equipment requirements**

Each station must offer two charging protocol connectors. One must be SAE CCS (Society of Automotive Engineers Combined Charging System).

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

Direct current (DC) fast charging stations and backup Level 2 alternating current (AC) 240 volt shall be certified to one of the following options:

- 1) Underwriters Laboratories (UL) UL 2594 (Standard for Electric Vehicle Supply Equipment). DC fast charging systems shall be certified (listed and labeled) to UL 2202 (Standard for Electric Vehicle Charging System Equipment).
- 2) IEC (International Electrotechnical Commission) 61851-23, IEC 62196, and IEC 61000 EMC standards. These charging stations must be certified (listed and labeled) with ETL.
- 3) An equivalent Nationally Recognized Testing Laboratory certification. Supporting evidence must be provided.

### **Equipment physical appearance and design**

- 1) EVSE enclosure: The EVSE enclosure must be constructed for use outdoors in accordance with UL 50E Standard for Safety for Enclosures for Electrical Equipment, Environmental Considerations, Type 3R exterior enclosure or equivalent.
  - 2) Environmental: The EVSE must be capable of operating without any decrease in performance over an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 95%.
  - 3) Cord management system: The EVSE must incorporate a cord management system or method to eliminate potential for cable entanglement, user injury or connector damage from lying on the ground.
2. Ongoing services; customer services, networking, payment options, as described above.