

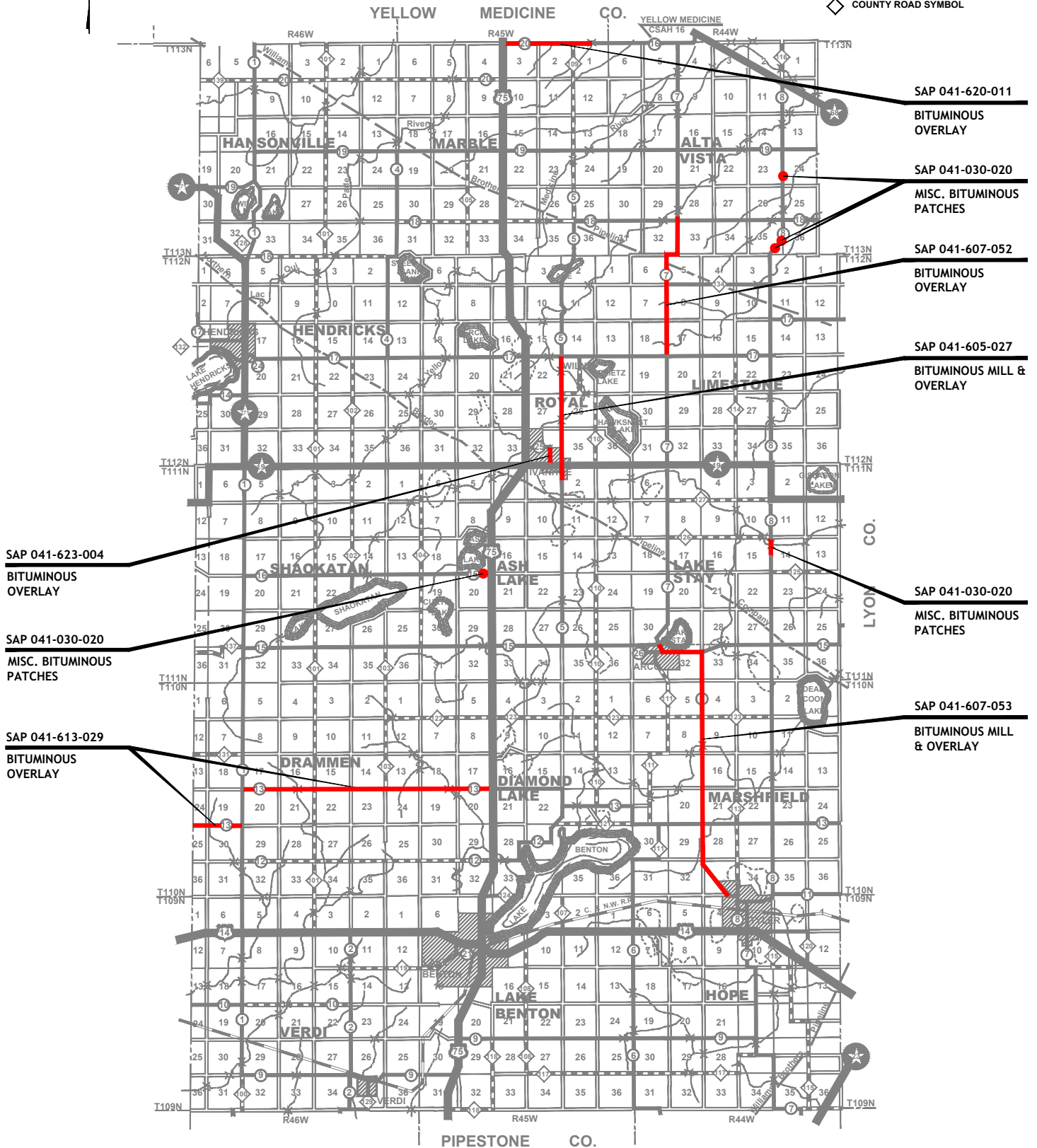
Contract 03-2025
Lincoln County
Commonly Overlooked Items
OR
Items of Special Interest
(This sheet is not part of the proposal)

Below is a list of commonly overlooked items or items of special interest. The purpose of this list is to bring attention to some of these items. This list shall not be considered an all-inclusive list. The Contractor shall review the entire set of plans and Special Provisions.

- Bids will be opened at the Lincoln County Courthouse located at 319 N. Rebecca St., Ivanhoe, MN on Tuesday, May 13th at 11:00am.
- Return the entire proposal with your bid (see Specification 1206)
- Items of interest in the Plans and/or Special Provisions
 - The contractor shall ensure safe vehicular and pedestrian movement through the work zone on SAP 041-030-020, SAP 041-607-052, and SAP 041-613-029 (see Special Provisions 1404, 1707 & 2563)
 - Cooperation by Contractors / known projects in the area. (see Special Provision 1505)
 - o Cooperate and coordinate work with SAP 041-599-071, SAP 041-608-031, and SAP 041-030-019
 - o SAP 041-030-020 must be completed prior to all other paving in this contract to avoid scheduling conflicts with SAP 041-030-019 for seal coating.
 - Work shall not be performed in the following cities during the following dates unless otherwise approved by the Engineer. These dates are approximate estimates based on typical celebration schedule. (see Special Provisions 1505):
 - o City of Hendricks: Beer, Bands, and Bacon – May 25th, 2025
 - o City of Lake Benton: Saddle Horse Days – June 13th to 15th, 2025
 - o City of Hendricks: Summer Fest - July 3rd to July 6th, 2025
 - o City of Tyler: Aebleskiver Days – July 25th to 27th, 2025
 - o City of Tyler: Lincoln County Fair – July 31st to August 3rd, 2025
 - All work must be completed by August 1st, 2025. Work must also be completed within 25 working days upon the start of work. (see Special Provision 1806)
 - Temporary center line striping shall be placed at the end of each day of paving. (see Special Provision 1806)
 - Use of platform and loader scales. (see Special Provision 1901)
 - Signature waived on Partial Payments. (see Special Provision 1906)
 - Quality Management Shall be Paver Mounted Thermal Profile (PMTP). Not used on SAP 041-030-020 and SAP 041-623-004. (see Special Provision 2016)
 - Use of Chloride on Haul Roads. (see Special Provision 2051)
 - Quality compaction method shall be used for Shoulder Base Aggregate. (see Specification 2211)
 - Pavement Smoothness ride evaluation shall be completed by an Independent Contractor. (see Specification 2360)
 - Contractor shall be responsible for the cost of plant certification. (see Special Provision 2360)
 - SAP 041-623-004: The contractor shall provide and place NO PARKING signs in all areas where parking is allowed. The NO PARKING signs shall be placed 24 hours prior to starting work in any area where parking is allowed.
 - If the contractor is using a weigh-in-motion scale (pay loader scale), for shouldering material, spot checks will be required. Trucks for spot checks are to be selected by the County at any time and unannounced.
 - All trucks used to haul material on the project shall have a tare weight that is to be given to the project inspector prior to that truck hauling material onto the project. Any material hauled without a tare weight from a certified scale will be subject to a 10% pay reduction of materials of materials hauled. All loads hauled prior to receiving a tare weight shall receive a 10% deduct (see 1901 Measurement of Quantities in Proposal).
 - The Contractor shall give 5 days' notice prior to the start of any work that requires the assistance of County Forces.
 - No payment will be made for the adjustment of manholes and water valves if the tolerances specified in MnDOT table 2365.3-5 are not met.



HIGHWAY MAP OF LINCOLN COUNTY MINN.



Lincoln County
221 North Wallace Avenue
Ivanhoe, MN 56142

*******PROPOSAL*******

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON TUESDAY, MAY 13, 2025
AT THE LINCOLN COUNTY COURTHOUSE, 319 N REBECCA, IVANHOE, MN 56142
BIDS WILL BE OPENED IMMEDIATELY FOLLOWING

PROPOSAL OF

(NAME OF FIRM)

(ADDRESS)

(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION" TRANSPORTATION EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS, WHICH ARE PART OF THIS PROPOSAL, FOR:

CONTRACT NO.: **03-2025**

STATE AID PROJECT NO.: **SAP 041-030-020 – CSAH 8 & CSAH 16; SAP 041-605-027; SAP 041-607-052; SAP 041-607-053; SAP 041-613-029; 041-620-011; 041-623-004**

Location/Length:	041-030-020 – CSAH 8 between CR 125 & CR 126 and between 340 th St. & 360 th St.	(Length: 0.302 MI)
	041-030-020 – CSAH 16 between 180 th Ave. & TH 75	(Length: 0.013 MI)
	041-605-027 – CSAH 5 between South Ivanhoe City limits & CSAH 17	(Length: 3.293 MI)
	041-607-052 – CSAH 7 between CSAH 17 & CSAH 18	(Length: 3.984 MI)
	041-607-053 – CSAH 7 between North Tyler City limits & CSAH 15	(Length: 8.382 MI)
	041-613-029 – CSAH 13 between West County line & TH 75	(Length: 8.417 MI)
	041-620-011 – CSAH 20 between TH 75 & Yellow Medicine County 16	(Length: 2.498 MI)
	041-623-004 – CSAH 23 between TH 19 & Railroad St.	(Length: 0.283 MI)

TYPE OF WORK: **Aggregate Shouldering and Bituminous Overlay**

STARTING DATE: **See Special Provisions**

COMPLETION DATE: **August 1st, 2025**

NOTICE TO BIDDERS: Submit bids in accordance with MnDOT 1206 through 1210 except as stated otherwise in the Special Provisions.

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.

Joseph M Wilson: _____

License Number: 54947

Date: 04/17/2025

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELEPHONE NO. (651) 296-1796

**SPECIAL PROVISIONS FOR
SAP 041-030-020; SAP 041-605-027; SAP 041-607-052; SAP 041-607-053;
SAP 041-613-029; SAP 041-620-011; SAP 041-623-004**

**LINCOLN COUNTY
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ATTACHMENTS

County Map of Weight Restricted Bridges.....	(1 Page)
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Non-Collusion Declaration (Signature Required).....	(1 Page)
Haul Road/Detour Request.....	(1 Page)
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Schedule of Prices (Signature Required).....	(7 Pages)
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To Lincoln County Board of Commissioners:

According to the advertisement of Lincoln County inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of Lincoln County:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903 and 1402, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.

(I)(We) further propose to execute the form of Contract within 7 days after receiving written notice of award, as provided in MnDOT 1306.

(I)(We) further propose to furnish a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by Lincoln County.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to Lincoln County all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

Notice to Bidders

The following specifications are required by this contract and are available by request at Lincoln County Highway Department, via the internet on the Lincoln County Highway Department web site WWW.LINCOLNCOUNTYMN.GOV and at the sites listed below:

Equal Employment Opportunity (EEO) State and Federal Laws, Policies and Rules (Published 8/2022) 17 pages

This contract requires strict adherence to the EEO Special Provisions. It is the contractor's responsibility to make himself/herself familiar with it. EEO Special Provisions are available by request from Lincoln County Highway Department or via the internet at:

https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=19624471

2024 SALT Schedule of Materials Control – Local Government Agency (Dated: 2024) 38 pages

This contract requires strict adherence to the Schedule of Materials Control. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the Schedule of Materials Control are available by request from Lincoln County Highway Department or via the internet at:

https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=19624483

As bidder of this contract, I acknowledge that I(we) am(are) familiar with the above documents and that we will adhere to the requirements of same for this contract.

Signed

Date

for: _____

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**MINNESOTA DEPARTMENT OF TRANSPORTATION
NOTICE TO BIDDERS:
SUSPENSIONS/DEBARMENTS
THIS NOTICE APPLIES TO STATE-FUNDED AND FEDERALY FUNDED PROJECTS**

Do not use suspended or debarred parties as subcontractors or material suppliers on this project!

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors before submitting a bid or a request to sublet. If your bid is based on using a suspended or debarred vendor, you will not be entitled to additional compensation for replacing suspended or debarred vendor with a qualified vendor.

State Suspensions and Debarments.

The State of Minnesota's list of suspended and debarred vendors is maintained by the Minnesota Department of Administration, Office of State Procurement, and can be found at this link: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>. This list includes parties suspended and debarred by the Minnesota Department of Administration.

Federal Suspensions and Debarments.

The federal government maintains a searchable database of suspensions and debarments, called the System for Award Management (SAM), which is found at this link: <https://www.sam.gov/SAM/>. You can use the "Search Records" function without registering for an account.

September 29, 2023

STATE FUNDED ONLY CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

- A. **Policy Statement.** It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.¹
- B. **State Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act², Minnesota Fair Labor Standards Act³, Minnesota Rules⁴, Minnesota Department of Labor and Industry (MnDLI) Wage Decision(s), and the MnDLI Truck Rental Rate Schedule.
- C. **Purpose.** These provisions: (1) outline your obligations under state and federal laws, rules and regulations; (2) explain the requirements necessary to demonstrate compliance; and (3) explain the processes that the Department will undertake to ensure compliance.
- D. **Questions or Resources.** Please visit the Minnesota Department of Transportation (MnDOT) Labor Compliance Unit (LCU) website at: www.dot.state.mn.us/const/labor.

II. DEFINITIONS

Many of the terms used in these provisions are defined in MnDOT's Standard Specifications for Construction,⁵ unless defined below.

- A. **Apprentice.** A Worker at least 16 years of age who is employed to learn an apprenticeable trade or occupation in a registered apprenticeship program.⁶
- B. **Bona Fide.** Made or carried out in good faith; authentic.⁷
- C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.⁸
- D. **Contractor.** An individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a Contract, or by Subcontract with the Prime Contractor, or by a further Subcontract with any other person or business entity performing Work.⁹
- E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.¹⁰
- F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.¹¹
- G. **Independent Truck Owner/Operator (ITO).** An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.¹²

¹ Minn. Stat. 177.41

² Minn. Stat. 177.41 to 177.44

³ Minn. Stat. 177.21 to 177.35

⁴ Minn. R. 5200.1000 to 5200.1120

⁵ MnDOT Standard Specifications for Construction, Section 1103

⁶ Minn. Stat. 178.011, Subdivision 2

⁷ The American Heritage College Dictionary, Third Edition, 2000

⁸ Minn. R. 5200.1106, Subpart 10

⁹ Minn. R. 5200.1106, Subpart 2(D)

¹⁰ Minn. Stat. 177.42, Subdivision 7

¹¹ The American Heritage College Dictionary, Third Edition, 2000

¹² Minn. R. 5200.1106, Subpart 7(A)

- H. **Journeyworker.** A person who has attained a level of skill, abilities, and competencies recognized within and industry as having mastered the skills and competencies required for the trade or occupation.¹³
- I. **Prime Contractor.** An individual or business entity that enters into a Contract with the Department.¹⁴
- J. **Subcontract.** A Contract that assigns some obligations of a prior Contract to another party.¹⁵
- K. **Substantially In Place.** Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.¹⁶
- L. **Total Prevailing Wage Rate.** The sum of the prevailing hourly “basic” and “fringe” rate that is established in a Wage Decision.
- M. **Trucking Broker (Broker).** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do Work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided, and making payment to the providers for the services.¹⁷
- N. **Trucking Firm/Multiple Truck Owner (MTO).** Any legal business entity that owns more than one vehicle and hires the vehicles out for services to Trucking Brokers or Contractors on public works projects.¹⁸
- O. **Truck Rental Rate Schedule.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly Total Prevailing Wage Rate and operating cost for various types of trucks that perform hauling activities (Work) under a Contract that is funded in whole or in part with state funds.¹⁹
- P. **Wage Decision.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly basic rate of pay and hourly Fringe Benefits for various labor classifications that perform Work under a Contract that is funded in whole or in part with state funds.²⁰
- Q. **Work (Work).** All construction activities associated with a public works project, including any required hauling activities on-the-site-of or to-or-from a public works project and conducted pursuant to a Contract, regardless of whether the construction activity or Work is performed by the Prime Contractor, subcontractor, Trucking Broker, Trucking Firm (MTO), ITO, independent contractor, or employee or agent of any of the foregoing entities.²¹
- R. **Worker (Laborer or Mechanic).** A Worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.²²

III. APPLICATION & UNDERSTANDING

- A. **Provisions & Prevailing Wage Rates Apply.** These provisions, along with the prevailing Wage Decision(s) that are incorporated into the Contract, apply to all Contractors contracting to do all or part of the Work.²³

¹³ Minn. Stat. 178.011, Subdivision 9

¹⁴ Minn. R. 5200.1106, Subpart 2(C)

¹⁵ The American Heritage College Dictionary, Third Edition, 2000

¹⁶ Minn. R. 5200.1106, Subpart 5(C)

¹⁷ Minn. R. 5200.1106, Subpart 7(C)

¹⁸ Minn. R. 5200.1106, Subpart 7(B)

¹⁹ Minn. R. 5200.1105

²⁰ Minn. R. 5200.1020 to 5200.1060

²¹ Minn. R. 5200.1106, Subpart 2(A)

²² Minn. R. 5200.1106, Subpart 5(A)

²³ Minn. Stat. 177.44, Subdivision 1

- B. **Truck Rental Rates Apply.** The Truck Rental Rate Schedule incorporated into the Contract applies to all hired trucking entities that perform covered hauling activities related to the project.²⁴
- C. **Prevailing Wage Terms Must Be Included in All Contracts.** The Prime Contractor is required to ensure that all subcontractors performing Work receive the Contract Wage Decision(s), Truck Rental Rate Schedule, and a copy of these provisions with their written Subcontracts, agreements and/or purchase orders.²⁵
- D. **Responsible for Understanding All Requirements.** Each Contractor is responsible for understanding all laws, rules, regulations, plans, and specifications that are incorporated physically, or by reference, into the Contract.²⁶
- E. **E-Verify.** For services valued in excess of \$50,000, the Contractor certifies that as of the date of services performed on behalf of State, the Contractor will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work under the contract. The Prime Contractor is responsible to collect all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Prime Contractor and made available to the State upon request.

IV. **VENDOR REGISTRATION**

Vendor Registration Required. A Contractor that performs Work, supplies material, or product must be registered with MnDOT. The Contractor must complete and submit a vendor form²⁷ to the MnDOT LCU²⁸, along with all applicable documentation that is required. This registration process is separate and distinct from other state agency requirements.

V. **LABOR CLASSIFICATIONS**

- A. **Labor Classification Assignment.** A Worker must be paid at least the Total Prevailing Wage Rate in the same or most similar trade or occupation.²⁹ To determine the appropriate labor classification for a Worker, a Contractor must refer to the Wage Decision(s) incorporated into the Contract, the labor classification descriptions for laborers and special crafts established in Minnesota Rules or the United States Department of Labor's Dictionary of Occupational Titles.³⁰
- B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request³¹ to the MnDOT LCU for a written decision. If the Contractor chooses to contest the classification assignment, it must provide written notice to the MnDOT LCU. The MnDOT LCU will forward the matter to the MnDLI for a final ruling.
- C. **Performing Work in Multiple Labor Classifications.** For Workers performing Work in multiple labor classifications, the Contractor must compensate at a minimum the Total Prevailing Wage Rate, and report the hours worked, in each applicable labor classification.³²

VI. **WAGE DECISION(S) & WAGE RATE(S)**

- A. **Applicability of a Highway and Heavy Wage Decision.** A highway and heavy Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct or maintain a highway or other public works project, such as a road, street, airport runway, bridge,

²⁴ Minn. Stat. 177.44, Subdivision 3

²⁵ MnDOT Standard Specifications for Construction, Section 1801

²⁶ MnDOT Standard Specifications for Construction, Section 1701

²⁷ www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf for www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf

²⁸ lcusupport.dot@state.mn.us

²⁹ Minn. Stat. 177.44, Subdivision 1

³⁰ Minn. R. 5200.1101 and 1102 and USDOL Dictionary of Occupational Titles

³¹ <http://www.dot.state.mn.us/const/labor/documents/forms/classification-clarification-request.pdf>

³² Minn. Stat. 177.44, Subdivision 1

power plant, dam or utility³³ that is external to a sheltered enclosure (structure). This includes, but is not limited to, the following Work: site clearing; grading; excavating backfilling; paving; curbs; gutters; sidewalks; culverts; bridges; lighting systems; traffic management systems; installing of utilities out from an exterior meter; fuel islands; communication towers; or other activities similar to highway and/or heavy Work.

- B. **Applicability of a Commercial Wage Decision.** A commercial Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct a sheltered enclosure (structure) with walk-in access for the purpose of housing persons, machinery, equipment or supplies.³⁴ This includes, but is not limited to, the following Work: constructing foundations, aprons, stoops; framing walls; installing windows, doors, tiling, plumbing, electrical, HVAC systems; roofing; installing utilities into the building from an exterior meter.
- C. **Pay According to Wage Decision(s).**
1. **Contract with One Wage Decision.** If the Contract contains one Wage Decision, the Contractor must examine the Wage Decision and compensate the Worker at a minimum the Total Prevailing Wage Rate for the appropriate labor classification(s).
 2. **Contract with Multiple Highway/Heavy Wage Decisions.** If the Contract contains multiple Highway/Heavy Wage Decisions, the Contractor must examine each Wage Decision and compensate the Worker, at a minimum, the Total Prevailing Wage Rate that is the greatest³⁵ for the appropriate labor classification(s).
 3. **Contract with Highway/Heavy and Commercial Wage Decision(s).** If the Contract contains a Highway/Heavy and Commercial Wage Decision(s), the Contractor must first determine which Wage Decision is applicable to the Worker. The Contractor must then compensate the Worker, at a minimum, the Total Prevailing Wage Rate for the appropriate labor classification(s).
- D. **Must Pay Total Prevailing Wage Rate.** A Contractor must compensate each Worker, at a minimum, the Total Prevailing Wage Rate(s) for all hours worked on the project for the appropriate labor classification(s).³⁶
- E. **Missing Wage Rate.** If a Wage Decision fails to include a wage rate for a labor classification(s) that will be utilized on a project, the Contractor must obtain a wage rate prior to furnishing an estimate, quote or bid.³⁷
1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form³⁸ and submit it to the MnDOT LCU³⁹ for processing.
 2. **No Contract Price Adjustment for Missing Wage Rate.** If MnDLI determines that a higher wage rate applies, the Department will not reimburse the Contractor.
- F. **Salaried Worker.** A salaried Worker is not exempt from these Provisions. A Contractor must convert the Worker's salary to an average hourly rate of pay by dividing the Worker's salary by the total number of hours Worked (government and non-government) during the pay period.⁴⁰ A salaried Worker must be included on a CPR.
- G. **Reduction in Standard (Private) Contractual Regular Rate of Pay Prohibited.** A Contractor must not reduce a Worker's standard, contractual regular rate of pay when the prevailing wage rate(s) certified by the MnDLI is less.⁴¹

³³ Minn. R. 5200.1010, Subdivision 3

³⁴ United States Department of Labor All Agency Memorandum #130

³⁵ Minn. Stat. 177.44, Subdivision 4

³⁶ Minn. Stat. 177.44, Subdivision 1

³⁷ Minn. R. 5200.1030, Subpart 2a(C)

³⁸ <http://www.dot.state.mn.us/const/labor/documents/forms/request-for-rate-assignment.doc>

³⁹ lcusupport.dot@state.mn.us

⁴⁰ Refer to Appendix A

⁴¹ Minn. Stat. 181.03, Subdivision 1(2)

- H. **Prohibited Payment Practices.** A Contractor is prohibited from taking (accepting) a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.
- I. **Prohibited Deductions.** No deductions, direct or indirect, may be made for the items listed below which when subtracted from wages would reduce the wages below Minnesota's minimum wage rate as established in section 177.24⁴²
1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment, which is not generally appropriate for use except in that employment.
 2. **Equipment.** Purchased or rented equipment used in employment, except tools of a trade, a motor vehicle, or any other equipment which may be used outside the employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the deduction.
 3. **Supplies.** Consumable supplies required in the course of employment.
 4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

VII. HOURS OF WORK

- A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract⁴³, unless the Worker is exempt under state law.⁴⁴
- B. **Wait Time Subject to Prevailing Wage.** A Worker who is required to remain on the project and is waiting to Work because of the fault of the Contractor is considered "engaged to wait" and subject to prevailing wage for the time spent, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.

VIII. FRINGE BENEFITS

- A. **Funded Fringe Benefit Plan Criteria.** In order for a funded Fringe Benefit (e.g., health/medical insurance, disability insurance, life insurance, pension, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁵
1. a contribution irrevocably made by a Contractor on behalf of an Worker to a financially responsible trustee, third person, fund, plan, or program;
 2. carried out under a financially responsible plan or program;
 3. legally enforceable;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- B. **Unfunded Fringe Benefit Plan Criteria.** In order for a unfunded Fringe Benefit (e.g., vacation, holiday, sick leave, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁶
1. reasonably anticipated to provide a benefit;
 2. a commitment that can be legally enforced;

⁴² Minn. Stat. 177.24, Subdivision 4(1-4)

⁴³ Minn. Stat. 177.44, Subdivision 1

⁴⁴ Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4

⁴⁵ Minn. Stat. 177.42, Subdivision 6

⁴⁶ Minn. Stat. 177.42, Subdivision 6

3. carried out under a financially responsible plan or program;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- C. **Fringe Benefit Contributions for Hours Worked.** A Contractor that provides Fringe Benefits to a Worker must make contributions, not less than quarterly⁴⁷, for all hours worked,⁴⁸ including overtime hours, unless it's a defined benefit or contribution plan that provides for immediate participation and immediate or essentially immediate vesting (see subpart D2 of this section).
- D. **Hourly Fringe Benefit Credit.** An hourly Fringe Benefit credit toward the Total Prevailing Wage Rate must be determined separately for each Worker based on one or more of the following methods:
1. **Monthly, Quarterly or Annual Computation Methods.** A Contractor must compute its monthly, quarterly or annual cost of a particular Fringe Benefit and divide that amount by the estimated total number of hours worked (government and non-government) during the time frame used.⁴⁹ Typical plans that require monthly, quarterly or annual computations include but are not limited to: health/medical insurance, disability insurance, life insurance, vacation, holiday, sick leave and defined benefit or contribution pension plans that do not provide for immediate participation and immediate or essentially immediate vesting.
 2. **Fringe Benefit Credit not Requiring Monthly, Quarterly or Annual Computation Methods.** A defined benefit or contribution pension plan that allows for a higher hourly rate of contribution for government work (prevailing wage) than non-government (non-prevailing wage) will be fully credited only if the plan provides for immediate participation and immediate or essentially immediate vesting.
- E. **Wages In Lieu of Fringe Benefits.** A Contractor that does not provide full Fringe Benefits must compensate a Worker the difference between the Total Prevailing Wage Rate and the rate actually paid for the appropriate labor classification(s). The compensation paid is considered wages and subject to tax liabilities.
1. **Overtime.** The cash equivalent (wages paid) made in lieu of Fringe Benefits is excluded from the overtime calculation requirement, unless the cash equivalent (wages paid) is part of the Worker's standard straight time wage.
- F. **Administrative Costs Not Creditable.** Administrative expenses incurred by a Contractor in connection with the administration of a Bona Fide Fringe Benefit plan are not creditable towards the Total Prevailing Wage Rate.
- G. **Federal, State & Local Fringe Benefit Credit Prohibited.** No credit is allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.⁵⁰

IX. OVERTIME

- A. **Overtime after 8 Hours per Day or 40 Hours per Week.** A Contractor must not permit or require a Worker to work longer than the prevailing hours of labor unless the Worker is paid for all hours in excess of the prevailing hours at a rate of at least 1.5 times the hourly basic rate of pay.⁵¹ The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.⁵²

⁴⁷ 29 CFR, Part 5.5(a)(1)(i)

⁴⁸ Government and non-government Work

⁴⁹ Refer to Appendix B

⁵⁰ Minn. Stat. 177.42, Subdivision 6

⁵¹ Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D

⁵² Minn. Stat. 177.42, Subdivision 4

- B. **Wages in Lieu of Fringe Benefits Overtime.** Wages paid in Lieu of Fringe Benefits must be paid for all hours worked under the contract.
- C. **Multiple Labor Classifications and Overtime.** A Worker employed in multiple labor classifications throughout a workweek must be compensated at the applicable labor classification overtime rate in effect during the hours worked in excess of 8 hours per day or 40 hours per week.
- D. **Federal Fair Labor Standards Act (FLSA) and Overtime.** A Contractor subject to the FLSA may be subject to additional overtime compensation requirements.

X. PAYROLLS AND STATEMENTS

- A. **Reporting.** Each Contractor that is performing Work must submit a CPR(s) to the Department.
 - 1. **Payroll Report (Paper).** Each Contractor performing Work must submit a paper (written) payroll report to the Department. The payroll report is available on the MnDOT LCU website.⁵³
 - 2. **Statement of Compliance (Paper).** Each Contractor's paper (written) payroll report must include a paper (written) "Statement of Compliance Form". The "Statement of Compliance Form" must: (1) state whether or not Fringe Benefits are provided to a Worker; (2) provide a description of each benefit, the hourly contribution made on behalf of each Worker, along with fund/plan information; and (3) a signature attesting that the payroll and Fringe Benefit information provided is truthful and accurate.⁵⁴
 - 3. **Electronic Reporting.** If the Contract is subject to electronic reporting, each Contractor performing Work must submit a CPR(s) using the AASHTOWare, Civil Rights Labor (CRL) system. Refer to the **Special Provisions Division S – "Electronic Submission of Payrolls and Statements"** which is incorporated into and found elsewhere in the Contract for detailed requirements.
- B. **Biweekly Payroll Reporting and Payment of Wages.** A CPR(s) must be submitted no later than 14 calendar days after the end of each Contractor's pay period⁵⁵ to the Department. A Contractor must pay its employees at least once every 14 calendar days.⁵⁶
- C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:⁵⁷
 - 1. Contractor's name, address, and telephone number.
 - 2. State project number.
 - 3. Contract number (if applicable).
 - 4. Project number.
 - 5. Payroll report number.
 - 6. Project location.
 - 7. Workweek end date.
 - 8. Each Worker's name, home address, and social security number.⁵⁸
 - 9. Labor classification(s) title(s) and optional three-digit code for each Worker.

⁵³ www.dot.state.mn.us/const/labor/certifiedpayroll.html

⁵⁴ Minn. R. 5200.1106, Subpart 10

⁵⁵ Minn. Stat. 177.43, Subdivision 3

⁵⁶ Minn. Stat. 177.30 (a)(4)

⁵⁷ Minn. Stat. 177.30 (a)(1-4) and Minn. R. 5200.1106, Subpart 10

⁵⁸ Minn. R. 5200.1106, Subpart 10A & Minn. Stat. 13.355, Subdivision 1

10. Hours worked daily and weekly in each labor classification, including overtime hours, for each Worker.
11. Wage rate paid to each Worker for straight time and overtime.
12. Authorized legal deductions for each Worker.
13. Project gross amount, weekly gross amount, and net wages paid to each Worker.

- D. **Prime Contractor to Ensure Compliance.** The Prime Contractor must review the CPR(s) submitted by each lower tier Contractor and sign the “Statement of Compliance Form”.⁵⁹ The Prime Contractor must ensure that each lower tier Contractor’s CPR(s) include all Workers that performed Work and accurately reflect labor classifications, hours worked, regular and overtime rates of pay, gross earnings for the project and Fringe Benefits.⁶⁰
- E. **Retention of CPR(s).** The Prime Contractor must keep its written CPR(s), including those of all lower tier Contractors, for three (3) years after the final payment is issued.⁶¹
- F. **Retention of Employment-Related Records.** Each Contractor must keep employee records, including, but not limited to: Fringe Benefit statements, time cards, payroll ledgers, check registers and canceled checks⁶² for at least three (3) years after the final payment is issued.⁶³ Other laws may have longer retention requirements.
- G. **Detailed Earning Statement.** At the end of each pay period, each Contractor must provide every Worker, in writing or by electronic means, an accurate, detailed earnings statement.⁶⁴
- H. **Reports and Records Request.** Upon a request from the Department, the Prime Contractor must promptly furnish copies of CPR(s) for its Workers and those of all lower tier Contractors, along with employment-related records, documents, and agreements that the Department considers necessary to determine compliance.⁶⁵

XI. APPRENTICES, TRAINEES AND HELPERS

- A. **Apprentice.** An Apprentice will be permitted to Work at less than the prevailing basic hourly rate only if the Apprentice is:
 1. Registered with the U.S. Department of Labor (DOL), Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.⁶⁶
 2. Performing Work of the trade, as described in the apprenticeship agreement.
 3. Compensated according to the rate specified in the program for the level of progress.⁶⁷
 4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.⁶⁸
- B. **Ratio Requirement.** If an approved apprenticeship program fails to define a ratio allowance, the first Apprentice must be supervised by a Journeyworker within the same trade or occupation. Any subsequent Apprentice must be supervised by an additional three Journeyworkers.⁶⁹

⁵⁹ MnDOT Standard Specifications for Construction, Section 1701

⁶⁰ MnDOT Standard Specifications for Construction, Section 1801

⁶¹ Minn. Stat. 177.30 (a)(5)

⁶² Minn. R. 5200.1106, Subpart 10

⁶³ Minn. Stat. 177.30 (a)(5)

⁶⁴ Minn. Stat. 181.032

⁶⁵ Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)

⁶⁶ Minn. R. 5200.1070, Subpart 1

⁶⁷ Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C

⁶⁸ Minn. Stat. 178.036, Subdivision 5

⁶⁹ Minn. Stat. 178.036, Subdivision 5

- C. **Failure to Comply with Apprenticeship Requirements.** If a Contractor fails to demonstrate compliance with the terms established in this section, the Contractor must compensate the Apprentice not less than the applicable Total Prevailing Wage Rate for the actual classification of labor performed.⁷⁰
- D. **Trainee and Helper.** A trainee or helper is not exempt from prevailing wage under state law. The Contractor must assign the trainee or helper a labor classification that is the "same or most similar"⁷¹ and compensate the trainee or helper for the actual Work performed regardless of the trainee's or helper's skill level.

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

- A. **Independent Contractor.** An independent contractor (IC) that is not an Independent Truck Owner/Operator (ITO), who is performing Work must be properly classified and compensated.⁷² The IC must submit a CPR(s) to the Department. If the IC does not receive an hourly wage, but instead a weekly, biweekly, monthly or quarterly distribution for performance, the IC must calculate its hourly rate of pay by dividing the weekly, biweekly, monthly, or quarterly company distribution by all hours worked during that time frame and report the information on a CPR. If necessary, the Department may request documentation from the IC to determine how the hourly wage rate was calculated.⁷³
- B. **Owners, Supervisors and Foreman.** An owner, supervisor, or foreman performing Work is subject to prevailing wage and must be properly classified, compensated and reported.⁷⁴

XIII. TRUCKING

- A. **Covered Hauling Activities.** A Contractor must ensure that all Workers, including hired Trucking Brokers, MTOs and ITOs are paid the applicable Total Prevailing Wage Rate or truck rental rate for the following Work:
1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.⁷⁵
 2. The delivery of materials from a non-commercial establishment to the project and the return haul to the starting location either empty or loaded.⁷⁶
 3. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.⁷⁷
 4. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.⁷⁸
 5. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.⁷⁹
 6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.⁸⁰

⁷⁰ Minn. R. 5200.1070, Subpart 3

⁷¹ Minn. Stat. 177.44, Subdivision 1

⁷² Minn. Stat. 177.44, Subdivision 1

⁷³ Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723

⁷⁴ Minn. Stat. 177.44, Subdivision 1

⁷⁵ Minn. R. 5200.1106, Subpart 3B(1)

⁷⁶ Minn. R. 5200.1106, Subpart 3B(2)

⁷⁷ Minn. R. 5200.1106, Subpart 3B(3)

⁷⁸ Minn. R. 5200.1106, Subpart 3B(4)

⁷⁹ Minn. R. 5200.1106, Subpart 3B(5)

⁸⁰ Minn. R. 5200.1106, Subpart 3B(6)

- B. **Hauling Activities Not Subject to Prevailing Wage or Truck Rental Rates.** A Contractor may exclude a Worker, including hired Trucking Brokers, MTOs and ITOs from prevailing wage or truck rental rates for the Work described in (1-2) of this section. However, this Work may be considered hours worked and subject to standard compensation pursuant to the Minnesota Fair Labor Standards Act.
1. The delivery of processed or manufactured goods to a public works project by the employees of a commercial establishment including truck owner-operators hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place.⁸¹
 2. The delivery of oil offsite, as an example, to a Prime Contractor's permanent (commercial) asphalt mixing facility that is not to, from, or on the project Work site.⁸²
- C. **Repair, Maintenance & Waiting to Load Time.** An ITO and MTO must be paid the truck rental rate for time spent repairing or maintaining the truck owner-operator's equipment, and for waiting to load or unload if the repair, maintenance, or wait time is the fault of the Trucking Broker, Contractor, its agent or employees.⁸³
- D. **Month End Trucking Report.** A Contractor that acquires the services of an ITO or MTO must submit a "MnDOT – MTO and/or ITO Month-End Trucking Report", and a "MnDOT – Month-End Trucking Statement of Compliance Form" to the Department for each month hauling activities are performed under the Contract.⁸⁴ The forms are available on the MnDOT LCU website.⁸⁵
- E. **Broker Fee.** A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a broker fee.

XIV. OFF-SITE FACILITIES

- A. **Off-Site Facility Activities Subject to Prevailing Wage.** A Contractor must ensure that all Workers performing Work at a covered off-site facility are paid the applicable Total Prevailing Wage Rate for the following Work:
1. The processing or manufacturing of material at a Prime Contractor's off-site facility that is not a separately held commercial establishment.⁸⁶
 2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.⁸⁷
- B. **Off-Site Facility Activities Not Subject to Prevailing Wage.** A Contractor may exclude a Worker from prevailing wage for the following work:
1. The processing or manufacturing of material or products by or for a commercial establishment.⁸⁸
 2. The work performed by Workers employed by the owner or lessee of a gravel or borrow pit that is a commercial establishment, even if the screening, washing or crushing machines are portable.⁸⁹

XV. SUBCONTRACTING PART OF THE CONTRACT

⁸¹ Minn. R. 5200.1106, Subpart 4(C)

⁸² J.D. Donovan, Inc. vs. Minnesota Department of Transportation, 878 N.W.2d 1 (2016)

⁸³ Minn. R. 5200.1106, Subpart 8(A)(1)

⁸⁴ Minn. R. 5200.1106, Subpart 10

⁸⁵ <http://www.dot.state.mn.us/const/labor/forms.html>

⁸⁶ ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

⁸⁷ Minn. R. 5200.1106, Subpart 3(A)

⁸⁸ Minn. R. 5200.1106, Subpart 4(A)

⁸⁹ Minn. R. 5200.1106, Subpart 4(B)

The Prime Contractor must include the Contract Special Provisions, Wage Decision(s) and Truck Rental Rate Schedule in all Subcontracts, agreements and purchase orders with lower tier Contractors.⁹⁰ This requirement also applies to all lower tier subcontractors.

XVI. SITE OF WORK REQUIREMENTS

- A. **Poster Board.** The Prime Contractor must construct and display a poster board containing all required posters. The poster board must be accurate, legible, and accessible to all project Workers from the first day of Work until the project is one hundred percent (100%) complete.⁹¹ A poster board at an off-site location, or inside a construction trailer, does not meet this requirement.
- B. **How to Obtain a Poster Board.** The Prime Contractor may obtain the required posters and the necessary contact information that is required to be inserted on each poster by visiting the MnDOT LCU website.⁹²
- C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities⁹³ to interview Workers at any time during working hours on the project.⁹⁴

XVII. CHILD LABOR

- A. **No Worker under the Age of 18.** No Worker under the age of 18 is allowed to perform Work on a Project Site, except pursuant to Section XVII B below.⁹⁵
- B. **Parental Supervision.** A Worker under the age of 18 may perform Work on a Project Site if all of the following criteria are met:
 - 1. The Contractor (Employer) is not subject to FLSA.
 - 2. The Worker is employed in a corporation owned solely by one or both parents.
 - 3. The Worker is supervised by the parent(s).
 - 4. The Worker is not working in a hazardous occupation.⁹⁶
- C. **Removal of Minor from Project.** The Engineer or inspector may remove a Worker that appears to be under the age of 18 from the Project Site until the Contractor or Worker can demonstrate proof of age and compliance with all applicable federal and state regulations.⁹⁷

XVIII. NON-COMPLIANCE AND ENFORCEMENT

- A. **Case-by-Case Enforcement.** The Department has the authority to enforce the prevailing wage law on a case-by-case.⁹⁸
- B. **Prime Contractor Responsible for Unpaid Wages.** The Prime Contractor will be held liable for any unpaid wages to its Workers or those of any lower tier Contractor.⁹⁹
- C. **Enforcement Options.** If evidence shows that a Contractor has violated prevailing wage requirements, or these Special Provisions, the Department may, after written notice, implement one or more of the following:

⁹⁰ MnDOT Standard Specifications for Construction, Section 1801

⁹¹ Minn. Stat. 177.44, Subdivision 5

⁹² www.dot.state.mn.us/const/labor/posterboards

⁹³ MnDOT, U.S. DOL., U.S. Department of Transportation, Federal Highways Administration

⁹⁴ MnDOT Standard Specifications for Construction, Section 1511

⁹⁵ Minn. R. 5200.0910, Subpart F; 29 CFR Part 570.2(a)(ii)

⁹⁶ Minn. R. 5200.0930, Subpart 4

⁹⁷ Minn. Stat. 181A.06, Subdivision 4; MnDOT Standard Specifications for Construction, Section 1701

⁹⁸ See International Union of Operating Engineers, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at *2 (Minn. App. Feb. 24, 1998)

⁹⁹ MnDOT Standard Specifications for Construction, Section 1801

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.¹⁰⁰
2. **Non-Responsible Contractor.** The Department may reject a bid from a Prime Contractor that has received two (2) or more Determination Letters within a three (3) year period from the Department finding an underpayment by the Contractor to its own employees.¹⁰¹
3. **Default.** The Department may take the prosecution of the Work out of the hands of the Prime Contractor, place the Contractor in default, and terminate the Contract for failure to comply.¹⁰²
4. **Suspension or Debarment.** The Department may refer violations and matters of non-compliance by a Contractor to the Minnesota Department of Administration for suspension or debarment proceedings.¹⁰³
5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.¹⁰⁴
6. **Financial Penalties.** Any Contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.¹⁰⁵ A Contractor may be fined up to \$1,000 for each failure to maintain records.¹⁰⁶
7. **False Claims Act Violation.** All required payroll and certification reports are legal documents; knowing falsification of the documents by a Contractor may result in civil action and/or criminal prosecution¹⁰⁷ and may be grounds for debarment proceedings.¹⁰⁸
8. **Compliance Order.** The Department may request that MnDLI issue a compliance order to a Contractor for violations of the state prevailing wage law. If the Contractor is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹⁰⁹
9. **Private Right of Action.** The Department may direct an employee to pursue a civil action in district court against its Employer for failure to comply with the proper payment of wages.¹¹⁰ If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹¹¹
10. **Fringe Benefits; Misdemeanor.** A Contractor that is obligated to deposit Fringe Benefit contributions on behalf of a Worker into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor or other violations under federal law.¹¹²

¹⁰⁰ MnDOT Standard Specifications for Construction, Section 1906

¹⁰¹ Minn. Stat. 16C.285

¹⁰² MnDOT Standard Specifications for Construction, Section 1808

¹⁰³ Minn. R. 1230.1150, Subpart 2(A)(4)

¹⁰⁴ Minn. Stat. 177.44, Subdivision 7

¹⁰⁵ Minn. Stat. 177.44, Subdivision 6

¹⁰⁶ Minn. Stat. 177.30(b)

¹⁰⁷ Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63

¹⁰⁸ Minn. Stat. 161.315 and Minn. Stat. 609.63

¹⁰⁹ Minn. Stat. 177.43, Subdivision 6a

¹¹⁰ Minn. Stat. 177.27, Subdivision 8

¹¹¹ Minn. Stat. 177.27, Subdivision 10

¹¹² Minn. Stat. 181.74, Subdivision 1

**THE FOLLOWING APPENDICES ARE FOR
EXPLANATORY PURPOSES ONLY.
FOR SPECIFIC QUESTIONS, PLEASE CONTACT LCU.¹¹³**

APPENDIX A

SALARIED WORKER WAGE COMPUTATION

Salaried Workers. In order to convert the Worker's salary into an hourly rate of pay, divide the employee's weekly, bi-weekly or monthly earnings by the total number of hours Worked (government and non-government), including overtime hours for the time period used.¹¹⁴

$$\text{\$800.00 (weekly salary) / 40 (total weekly hours) = \$20.00}$$

$$\text{\$1,600.00 (bi-weekly salary) / 80 (total bi-weekly hours) = \$20.00}$$

$$\text{\$3,200.00 (monthly salary) / 160 (total monthly hours) = \$20.00}$$

APPENDIX B

FRINGE BENEFIT CREDIT

Fringe Benefit Credit Calculation. The Employer contributes monthly (\$600.00) for medical insurance on behalf of a Worker. In order to calculate the projected hourly credit that the Employer can take, the Employer should: (1) add the monthly contributions for each Worker, (2) multiply by twelve (12) months, and (3) divide the total cost of the benefit by the total hours worked (government and non-government)¹¹⁵ (see annual example below). Quarterly and monthly examples are also provided.

Annual: $(\$600.00) \times (12 \text{ months}) = \$7,200.00$
 $(\$7,200.00) / (2080 \text{ hours}) = \underline{\text{\$3.46 per hour credit}}$

Quarterly: $(\$600.00) \times (3 \text{ months}) = \$1,800.00$
 $(\$1,800.00) / (520 \text{ hours}) = \underline{\text{\$3.46 per hour credit}}$

Monthly: $(\$600.00) \times (1 \text{ month}) = \600.00
 $(\$600.00) / (173 \text{ hours}) = \underline{\text{\$3.47 per hour credit}}$

End of Year Self-Audit. At the end of the calendar year, the Contractor must conduct an audit to determine if the hourly fringe benefit credit taken for each Worker was accurate. The Contractor must calculate the total annual fringe benefits paid on behalf of each Worker and divide that amount by the total number of hours worked (government and non-government) by that Worker. If the hourly fringe benefit credit was less than what was reported on a CPR, the contractor must compensate the Worker the hourly difference, multiplied by the total hours worked under the Contract.

APPENDIX C

APPRENTICE RATE OF PAY

State Requirements. The Apprentice must be compensated according his/her level of progress, which is expressed as a percentage of the Journeyworker wage that is established in the program.

$$\text{Journeyworker Wage Established in Program} = \text{\$25.00}$$

$$\underline{\text{Apprentice Level of Progress} = 60\%}$$

$$(\text{\$25.00}) \times (.60) = \text{\$15.00}$$

¹¹³ lcusupport.dot@state.mn.us or (651) 366-4238

¹¹⁴ United States Department of Labor Field Operation Handbook, Section 15f08

¹¹⁵ United States Department of Labor Field Operation Handbook, Section 15f12

Overtime Hourly Rate of Pay. Here is the formula to calculate the required minimum overtime.¹¹⁶

$$OT = (PW * .5) + (HW) + (RF) + (F)$$

Definition of OT Acronyms

OT: overtime.

PW: the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.

HW: hourly wage rate paid to a Worker.

RF: remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.

F: Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

The Total Prevailing Wage Rate for a Worker is \$30.00, which is comprised of an hourly basic rate of \$20.00 and an hourly fringe rate of \$10.00. The table below includes various hourly basic and Fringe Benefit payments that a Contractor could potentially make to a Worker.

OT CALCULATION FORMULA AND EXAMPLES				
OT = (PW * .5) + (HW) + (RF) + (F)				
Hourly Wage Paid	Fringe Benefits Paid	Payment To Employee (PW * .5) + (HW) + (RF)	Fringe Payment + (F)	Total Payment = OT
\$ 20.00	\$ 10.00	(\$ 20.00 * .5) + (\$ 20.00) + (\$ 0.00) = \$ 30.00	+ \$ 10.00	= \$ 40.00
\$ 18.00	\$ 12.00	(\$ 20.00 * .5) + (\$ 18.00) + (\$ 0.00) = \$ 28.00	+ \$ 12.00	= \$ 40.00
\$ 22.00	\$ 8.00	(\$ 20.00 * .5) + (\$ 22.00) + (\$ 0.00) = \$ 32.00	+ \$ 8.00	= \$ 40.00
\$ 30.00	\$ 0.00	(\$ 20.00 * .5) + (\$ 30.00) + (\$ 0.00) = \$ 40.00	+ \$ 0.00	= \$ 40.00
\$ 24.00	\$ 4.00	(\$ 20.00 * .5) + (\$ 24.00) + (\$ 2.00) = \$ 36.00	+ \$ 4.00	= \$ 40.00

Regarding the last example the Contractor would be required to pay an additional \$2.00 to the Worker, which is wages in lieu of fringe for a straight time hourly rate of \$26.00 not \$24.00.

A Contractor subject to the Fair Labor Standards Act (FLSA) may be subject to additional overtime compensation requirements.

¹¹⁶ United States Department of Labor Field Operation Handbook, Section 15k

NOTICE TO BIDDERS

Minnesota Statutes require prompt payment to subcontractors:

Minn. Stat. § 471.425 PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS.

Subdivision 1. **Definitions.** For the purposes of this section, the following terms have the meanings here given them.

. . . . (d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the Metropolitan Council or any board or agency created under chapter 473.

. . . Subd. 4a. **Prompt payment to subcontractors.** Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor 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 balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Minn. Stat. § 15.72 PROGRESS PAYMENTS ON PUBLIC CONTRACTS; RETAINAGE.

. . . Subd. 2. **Retainage.** . . . (c) A contractor on a public contract for a public improvement must pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the public contracting agency, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

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



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

Construction Type: Highway and Heavy

Region Number: 08

Counties within region:

- CHIPPEWA-12
- KANDIYOHI-34
- LAC QUI PARLE-37
- LINCOLN-41
- LYON-42
- MCLEOD-46
- MEEKER-47
- MURRAY-51
- PIPESTONE-59
- REDWOOD-64
- RENVILLE-65
- YELLOW MEDICINE-87

Effective: 2024-11-18 Revised: 2025-03-24

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

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

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

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

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

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-11-18	36.64	24.68	61.32
		2025-05-01	39.01	26.01	65.02

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-11-18	36.64	24.68	61.32
		2025-05-01	39.01	26.01	65.02
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-11-18	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104	FLAG PERSON	2024-11-18	36.64	24.68	61.32
		2025-05-01	39.01	26.01	65.02
105	WATCH PERSON	2024-11-18	16.25	12.94	29.19
106	BLASTER	2024-11-18	39.64	24.24	63.88
107	PIPELAYER (WATER, SEWER AND GAS)	2024-11-18	40.14	24.68	64.82
		2025-05-01	42.51	26.01	68.52
108	TUNNEL MINER	2024-11-18	38.14	24.24	62.38
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-11-18	38.14	24.68	62.82
		2025-05-01	40.51	26.01	66.52
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2024-11-18	35.00	11.50	46.50
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-11-18	21.49	14.80	36.29

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2024-11-18	16.04	0.00	16.04
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2024-11-18	42.49	25.00	67.49
202	BOOM TRUCK	2024-11-18	31.16	23.45	54.61
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2024-11-18	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
204	OFF-ROAD TRUCK	2024-11-18	41.29	23.45	64.74
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-11-18	33.91	23.49	57.40
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2024-11-18	45.61	26.90	72.51
		2025-05-05	47.24	29.40	76.64
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
305				
				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
306				GRADER OR MOTOR PATROL
307				PILE DRIVING (HIGHWAY AND HEAVY ONLY)
308				TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)
GROUP 3	2024-11-18	45.01	26.90	71.91
	2025-05-05	46.61	29.40	76.01
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
315				FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
316				LOCOMOTIVE CRANE OPERATOR
317				MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
318				MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
319				TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
320				TANDEM SCRAPER
321				TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
322				TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)
GROUP 4	2024-11-18	44.67	26.90	71.57
	2025-05-05	46.25	29.40	75.65
323				AIR TRACK ROCK DRILL
324				AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
325				BACKFILLER OPERATOR
326				CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
327				BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
328				BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
329				BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
330				CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
331				CHIP HARVESTER AND TREE CUTTER
332				CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)			
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)			
343	FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)			
344	FRONT END, SKID STEER OVER 1 TO 5 C YD			
345	GPS REMOTE OPERATING OF EQUIPMENT			
346	HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
351	MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
353	PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
355	POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
358	PUMPCRETE (HIGHWAY AND HEAVY ONLY)			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
364	TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
366	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)			
GROUP 5	2024-11-18	41.36	26.90	68.26

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-05	42.77	29.40	72.17
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2024-11-18	38.06	25.00	63.06
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388	CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389	DREDGE DECK HAND				
390	FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392	GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393	LEVER PERSON				
394	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
TRUCK DRIVERS					
GROUP 1		2024-11-18	36.00	11.50	47.50
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 2		2024-11-18	33.00	11.50	44.50
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2024-11-18	31.00	11.50	42.50
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2024-11-18	23.70	6.91	30.61
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2024-11-18	17.50	2.79	20.29
702	BOILERMAKERS	2024-11-18	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	FOR RATE CALL 651-284-5091 OR EMAIL DLIPREVVAGE@STATE.MN.US			
704	CARPENTERS	2024-11-18	37.65	27.08	64.73
		2025-01-01	37.65	27.08	64.73
		2025-05-01	42.85	27.08	69.93
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLIPREVVAGE@STATE.MN.US			
706	CEMENT MASONS	2024-11-18	43.00	23.72	66.72
707	ELECTRICIANS	2024-11-18	41.00	23.10	64.10

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
711 GROUND PERSON	2024-11-18	16.63	6.38	23.01
712 IRONWORKERS	2024-11-18	46.00	34.11	80.11
713 LINEMAN	2024-11-18	50.86	23.06	73.92
714 MILLWRIGHT	2024-11-18	38.23	29.18	67.41
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-11-18	33.91	23.49	57.40
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-11-18	45.71	29.73	75.44
	2025-01-01	45.71	29.73	75.44
	2025-05-01	49.46	30.23	79.69
717 PIPEFITTERS . STEAMFITTERS	2024-11-18	41.97	25.92	67.89
719 PLUMBERS	2024-11-18	51.04	30.58	81.62
	2025-05-01	54.79	30.58	85.37
721 SHEET METAL WORKERS	2024-11-18	40.88	25.10	65.98
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DL.PREVWAGE@STATE.MN.US			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DL.PREVWAGE@STATE.MN.US			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DL.PREVWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2024-11-18	41.42	18.16	59.58
728 WIRING SYSTEMS INSTALLER	2024-11-18	29.02	16.46	45.48
729 ASBESTOS ABATEMENT WORKER	2024-11-18	39.86	24.61	64.47
	2025-01-01	41.23	25.49	66.72
	2025-05-01	41.23	25.99	67.22

LABOR CODE AND CLASS**EFFECT DATE BASIC RATE FRINGE RATE TOTAL RATE**

730

SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR EMAIL
DLI.PREVIEWAGE@STATE.MN.US

Jan. 6, 2025

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective Jan. 6, 2025. This certification follows the publication of the Notice of Truck Rental Rate Determination in the State Register on Dec. 16, 2024, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 27, 2024.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing-wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms. Cost data used in DLI's analysis must be representative of five trucking firms of various size and five independent truck owner operators for each type of truck.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$61.54	\$37.35	\$98.89
	Increase April 28, 2025	\$64.83	\$37.35	\$102.18
Region 2	Certification date	\$54.57	\$37.35	\$91.92
	Increase April 28, 2025	\$57.49	\$37.35	\$94.84
Region 3	Certification date	\$54.57	\$37.35	\$91.92
	Increase April 28, 2025	\$57.49	\$37.35	\$94.84

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 4	Certification date	\$56.93	\$37.35	\$94.28
Region 5	Certification date	\$39.50	\$37.35	\$76.85
Region 6	Certification date	\$45.00	\$37.35	\$82.35
Region 7	Certification date	\$46.65	\$37.35	\$84.00
Region 8	Certification date	\$42.50	\$37.35	\$79.85
Region 9	Certification date	\$56.36	\$37.35	\$93.71
Region 10	Certification date	\$42.50	\$37.35	\$79.85

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$61.65	\$51.50	\$113.15
	Increase April 28, 2025	\$64.95	\$51.50	\$116.45
Region 2	Certification date	\$54.72	\$51.50	\$106.22
	Increase April 28, 2025	\$57.65	\$51.50	\$109.15
Region 3	Certification date	\$ 39.60	\$51.50	\$91.10
Region 4	Certification date	\$53.73	\$51.50	\$105.23
Region 5	Certification date	\$26.00	\$51.50	\$77.50
Region 6	Certification date	\$54.25	\$51.50	\$105.75

Region 7	Certification date	\$46.15	\$51.50	\$97.65
Region 8	Certification date	\$44.50	\$51.50	\$96.00
Region 9	Certification date	\$56.45	\$51.50	\$107.95
Region 10	Certification date	\$53.70	\$51.50	\$105.20

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 1	Certification date	\$62.25	\$54.96	\$117.21	\$11.46	\$128.67
	Increase April 28, 2025	\$65.58	\$54.96	\$120.54	\$11.46	\$132.00
Region 2	Certification date	\$55.29	\$54.96	\$110.25	\$11.46	\$121.71
	Increase April 28, 2025	\$58.25	\$54.96	\$113.21	\$11.46	\$124.67
Region 3	Certification date	\$55.29	\$54.96	\$110.25	\$11.46	\$121.71
	Increase April 28, 2025	\$58.25	\$54.96	\$113.21	\$11.46	\$124.67
Region 4	Certification date	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69
Region 5	Certification date	\$28.84	\$54.96	\$83.80	\$11.46	\$95.26
Region 6	Certification date	\$47.40	\$54.96	\$102.36	\$11.46	\$113.82
Region 7	Certification date	\$46.15	\$54.96	\$101.11	\$11.46	\$112.57
Region 8	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92

Region 9	Certification date	\$62.70	\$54.96	\$117.66	\$11.46	\$129.12
	Increase April 28, 2025	\$66.05	\$54.96	\$121.01	\$11.46	\$132.47
Region 10	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at <https://dli.mn.gov/business/employment-practices/prevaling-wage-minimum-truck-rental-rates>. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5192.

The minimum truck rental rate for these four types of trucks in the State's 10 highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Sincerely,

Nicole Blissenbach

DLI commissioner

AFFIRMATIVE ACTION STATEMENT

I, we, fully intend to comply with the standards of equal employment and anti-discrimination as cited in the Civil Rights Act of 1964, as amended in 1972 by the Equal Employment Opportunity Report.

Signed: _____

Title: _____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

This is to affirm _____ 's policy of providing Equal Opportunity to all employees and applicants
Employer's Name

for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota statutes 363.

_____ will not discriminate against or harass any employee or applicant for employment
Employer's Name

because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.

_____ will take Affirmative Action to ensure that all employment practices are free of such
Employer's Name

discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

_____ will commit the necessary time and resources, both financial and human, to achieve
Employer's Name
the goals of Equal employment Opportunity and Affirmative Action.

_____ fully supports incorporation of non-discrimination and Affirmative Action rules and
Employer's Name
regulations into contracts.

_____ will evaluate the performance of its management and supervisory personnel on the basis
Employer's Name

of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this organization, or subcontractor to this employer, who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this statement and Plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, state and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363 will be subject to appropriate legal sanctions.

_____ has appointed _____ to manage the Equal Employment Opportunity Program.
Employer's Name Name

His/Her responsibilities will include monitoring all Equal employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, are required by Federal, State and Local agencies. The Chief Executive Officer of _____ will receive and review reports on the progress of the program.
Employer's Name

If any employee or applicant for employment believes he/she has been discriminated against, please contact

_____, _____ ; or call _____.
Name Address Phone

**I DO HEREBY CERTIFY THAT I AM IN COMPLIANCE
MINNESOTA STATUTES SECTION 363, AS AMENDED BY
LAWS OF 1969.**

DATE _____

SIGNED _____

REPRESENTING _____

TELEPHONE NO. _____

SPECIAL PROVISIONS

DIVISION S

SPECIAL REQUIREMENTS

S-1 CONTACT INFORMATION

Direct questions about this Project, including pre-bid questions, shall be directed to the following:

Joseph Wilson, County Engineer, Ph. 507-694-1124, email jwilson@co.lincoln.mn.us

*Lincoln County Highway Dept.
221 N Wallace
PO Box 97
Ivanhoe, Minnesota 56142
Phone (507) 694-1464
Fax (507)694-1101*

S-2 GOVERNING SPECIFICATIONS

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION" ON FILE IN THE OFFICE OF THE COMMISSIONER OF TRANSPORTATION EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS.

S-3 COMPLIANCE WITH COUNTY ZONING ORDINANCE

All bidders shall familiarize themselves and shall comply with the County's zoning ordinance for conditional use of land pertaining to gravel and borrow pits. Copies of the ordinance may be examined at the County Zoning Office, located at 221 N Wallace, Ivanhoe, MN 56142, PH # (507) 694-1344 or at https://www.co.lincoln.mn.us/departments_agencies/highway_department/index.php

S-4 WORKFORCE CERTIFICATE

Revised 02/2022

The local agency cannot execute a contract for goods or services in excess of \$250,000 with a business that has 40 or more full-time employees in this state or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has a workforce certificate from the commissioner of human rights or has certified in writing that it is exempt. Bidders may find more information on the Workforce Certificate Requirement at Minnesota Statutes Section 363A.36 or at this website: <https://mn.gov/mdhr/certificates/workforce-certificate/>

S-5 PROTECTION OF FISH AND WILDLIFE RESOURCES

Revised 03/28/25

Compliance with Environmental Documentation

The Project is located in an area with protected fish & wildlife resources and/or threatened & endangered species. The Contractor must protect these resources in accordance with State and Federal regulations and must implement all applicable avoidance and minimization measures (AMMs).

A BAT PROTECTION

The Project is located in an area inhabited by one or more protected bat species. The Contractor must ensure all operators, employees, and Contractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures

(AMMs) to protect both bats and their habitat. The Contractor must notify Project Subcontractors during the preconstruction meeting.

Contractor must direct temporary lighting, if used, away from wooded areas during the bat active season (April 15 to October 31, inclusive).

Contractor must immediately report (within 24 hours) all bat sightings, live or dead, to the Department's wildlife ecologist at protectedspecies.dot@state.mn.us.

Restrict all activities to avoid tree clearing. Tree removals must not occur on this project without additional coordination. Contact protectedspecies.dot@state.mn.us.

B BALD EAGLE PROTECTION

Bald Eagles are protected by the Bald and Golden Eagle Protection Act. No Bald Eagle nests are known within the project limits. However, if a Bald Eagle nest is discovered during Project activities, Contractor must stop Work and immediately report Bald Eagle nests to the Department's wildlife ecologist at protectedspecies.dot@state.mn.us. Contractor must not Work within 300 feet of a Bald Eagle nest at any time. This includes foot traffic, vehicle parking, and/or equipment or material staging.

Contractor must not work within 300 ft of a Bald Eagle nest at any time. This includes foot traffic, vehicle parking, and/or equipment or material staging.

Contractor must immediately report all Bald Eagle nests to the Department's wildlife ecologist at protectedspecies.dot@state.mn.us.

C MIGRATORY BIRD PROTECTION

Soil Stockpiles:

The Contractor must protect soil stockpiles when any surface remains unused for 72 hours or more. To prevent birds from nesting, the Contractor must either cover the surface with fabric or tarps or grade the surface to a slope no steeper than 65 degrees.

S-6

RESPONSIBLE CONTRACTOR

Revised 04/24

The Department cannot award a construction contract in excess of \$50,000 unless the Bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the "Responsible Contractor Verification and Certification of Compliance" form. A company owner or officer must sign the "Responsible Contractor Verification and Certification of Compliance" form under oath verifying compliance with each of the minimum criteria. **THE COMPLETED FORMS MUST BE SUBMITTED WITH THE BID PROPOSAL.**

A bidder must obtain a verification from each subcontractor it will have a direct contractual relationship with. At the Department's request, a bidder must submit signed subcontractor verifications. A contractor or subcontractor must obtain an annual verification from each motor carrier it has a direct contractual relationship with. A motor carrier must give immediate written notice if it no longer meets the minimum responsible contractor criteria. The requirement for subcontractor verifications does not apply to:

- Design professionals licensed under Minnesota Statutes §326.06; and
- A business or person that supplies materials, equipment, or supplies to a subcontractor on the Project, including performing delivering and unloading services in connection with the supply of materials, equipment, and supplies. But, a business or person must submit a verification if it delivers mineral aggregate such as sand, gravel, or stone that will be incorporated into the Work by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a “responsible contractor” and is ineligible to be awarded the Contract for this Project or to work on this Project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this Project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, the Department may, but is not required to, award a contract even if that bidder does not meet the minimum criteria.

The Contractor is advised to obtain the certification from each subcontractor as soon as the subcontractor completes work on the Project. Experience has shown that waiting until the project is complete to obtain the forms from all subcontractors is likely to result in significant additional work for the Contractor as it will be difficult or impossible to collect all forms.

S-7 (1203) ACCESS TO PROPOSAL PACKAGE
Revised 10/2013

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-8 (1206) PREPARATION AND DELIVERY OF PROPOSAL
Revised 09/2023

The provisions of MnDOT 1206 are supplemented and/or modified with the following:

MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

- (1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
 - (1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of “1” for each “Lump Sum” Pay Item, except as not required in the case of alternate Pay Items,
 - (1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
 - (1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

The Bidder shall write the figures in ink or provide typed or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for “Lump Sum” Pay Items, the Department will reject the Proposal.

If a Pay Item in the Proposal requires the Bidder to choose an alternate Pay Item, the Bidder shall indicate its choice in accordance with the Specifications for that Pay Item.

An authorized representative of the Bidder must sign the Proposal.

When submitting a Proposal in accordance with 1206.2, “Allowable Substitutions”, of these Special Provisions, the Bidder shall deliver the Proposal and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

- (1) To the address specified,
- (2) In care of the official receiving the Proposals, and
- (3) By the date and time for opening Proposals.

The Bidder shall return paper copies of the following with the submitted Proposal:

- (1) Proposal title sheet;
- (2) The complete "Schedule of Prices", with all changes made in ink and initialed;
- (3) Form 21126D, "Proposal Signature Page" attached to the back of the Proposal, with signatures and all Addenda acknowledged;
- (4) Form CM 32-34, "EEO Clause";
- (5) Non-collusion affidavit; and
- (6) Any other forms included in the Proposal Package.

is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

Proposals shall be submitted in their entirety to be considered as an acceptable bid.

If the Department receives a Proposal after the date and time for opening Proposals, the Department will return the Proposal to the Bidder unopened.

S-9

(1208) PROPOSAL GUARANTY

No proposal will be considered unless it is accompanied by a guaranty complying with these requirements and providing a penal sum of at least equal to 5% of the total amount of the bid. Under all circumstances and without exception as provided in the Specification 1208. This may be submitted as a Bidder's Bond or a Certified Check made out to the Lincoln County Treasurer.

S-10

(1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS
Revised 10/2015

The provisions of MnDOT 1210 are deleted and replaced with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the Department if the Department receives the Bidder's written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Package. The Department will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the Department's list of Bidders.

The Department will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the proposal.

S-11

(1212) OPENING OF PROPOSALS
Revised 10/2014

The provisions of MnDOT 1212 are modified with the following:

MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

The Department will open Proposals at the time, date, and place defined in the Proposal Package and the Advertisement for Bids.

S-12

(1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL
Revised 10/2023

The provisions of 1404, 1707, and 2563 are supplemented as follows:

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flaggers as required and sufficient barricade weights to maintain barricade stability.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. At least one of these individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference. The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

- | | |
|--|----------------|
| 1. Lincoln County Highway Department | (507) 694-1464 |
| 2. Lincoln County Sheriff's Department | (507) 694-1664 |
| 3. Fire Department | 911 |
| 4. City of Ivanhoe (Dianne Beckendorf) | (507) 694-1738 |

The Contractor shall, at the pre-construction conference, designate a Work Zone Safety Coordinator who shall be responsible for safety and traffic control management in the Project work zone. The Work Zone Safety Coordinator shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall work zone safety and traffic control management for the Project. The responsibilities of the Work Zone Safety Coordinator shall include, but not be limited to:

- Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.
- Establishing contact with local school district, government, law enforcement, and emergency response agencies affected by construction before work begins.
- Maintaining a record of all known crashes within a work zone. This record should include all available information, such as: time of day, probable cause, location, pictures, sketches, weather conditions, interferences to traffic, etc. These records shall be made available to the Engineer upon request.

The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these Special Provisions, and/or the MnMUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. The person performing the inspection shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

All Projects

The contractor shall provide all necessary traffic control items to control access from side streets, residents, fields, and businesses. All costs shall be included in the bid price for traffic control.

SAP 041-623-004

The contractor shall provide and place NO PARKING signs in all areas where parking is allowed. The NO PARKING signs shall be placed 24 hours prior to starting work in any area where parking is allowed.

SAP 041-030-020; SAP 041-607-052; SAP 041-613-029

Contractor will be allowed to temporarily close sections of the road while performing operations for the Salvage Aggregate pay item. The road will not be closed overnight without permission from the Engineer. All costs to close the road shall be included in the bid price for traffic control.

Measurement and Payment:

No measurement will be made of the various Items that constitute Traffic Control but all such work will be construed to be included in the single Lump Sum payment under Item 2563.601 (Traffic Control).

Partial payments for traffic control of the various stages will be made as follows: 50% will be paid for at the placement of traffic control devices for each project or phase. The remaining 50% will be paid upon the removal of traffic control devices for each project or phase.

S-13

(1505) COOPERATION BY CONTRACTORS

Add the following to MnDOT 1505:

The Contractor shall coordinate their work and cooperate with all other agencies and forces as may be performing concurrent work within the limits of this project, or on sections of roadway adjacent thereto, in a manner consistent with the Provisions of MnDOT 1505. No additional compensation will be made to the Contractor for any costs incurred, or because of any delays to forces or equipment that may be caused by the operations of the other Contractors. This includes coordination with home building contractors or farm activities that may begin work during this Contract.

The Contractor is also hereby made aware of the following projects pending 2025 construction season:

- Lincoln County Township Box Culvert project in Alta Vista Township (SAP 041-599-071)
- Lincoln County Box Culvert project on CSAH 8 (SAP 041-608-031)
- Lincoln County Seal Coat project on various roads (SAP 041-030-019)

The Contractor is also hereby made aware that SAP 041-030-020-Miscellaneous Bituminous Patches, must be completed prior to all other paving in this contract to avoid scheduling conflicts with SAP 041-030-019-Lincoln County Seal Coat project.

The Contractor shall not perform any work without the approval of the Engineer in the following cities, during the following, events and dates listed below:

- City of Hendricks: Beer, Bands, and Bacon ----- May 25th, 2025
- City of Lake Benton: Saddle Horse Days ----- June 13th to June 15th, 2025
- City of Hendricks: Summer Fest ----- July 3rd to July 6th, 2025
- City of Tyler: Aebleskiver Days ----- July 25th to July 27th, 2025
- City of Tyler: Lincoln County Fair ----- July 31st to August 3rd, 2025

S-14

(1506) SUPERVISION BY CONTRACTOR

The provisions of MnDOT 1506 are supplemented as follows:

The Contractor will be subject to an hourly charge for failure to comply with the requirements of MnDOT 1506. Non-Compliance charges, for each incident, will be assessed at a rate of \$100 per hour, for each hour or portion thereof, during which the Engineer determines that the Contractor has not complied. No charge will be made if the deficiency is corrected within one (1) hour of notification.

An incident of Non-Compliance will be defined as the receipt of a written notice by the Contractor with instructions to correct a deficiency.

S-15

(1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, except as modified below:

All utilities that relate to this Project are classified as "Level D", unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-22, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data". The Contractor is responsible for contacting all utilities within the project limits by way of the "Gopher State One-Call" service, 1-800-252-1166.

See https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=1397603 utility company information.

The Contractor shall notify the Owner and Engineer in advance of the date he/she intends to start work and he/she shall furnish information as may be necessary to permit the responsible authorities to make suitable arrangements relative thereto.

The Contractor shall coordinate his/her work and cooperate with existing utility owners and their forces in a manner consistent with the provisions of Mn/DOT 1507 and the applicable provisions of Mn/DOT 1505.

S-16

(1508) CONSTRUCTION STAKES, LINES, AND GRADES

The provisions of MnDOT 1508 are hereby supplemented and modified as follows:

The following is added to the first paragraph of MnDOT 1508:

Construction Staking will be by project name/number as follows:

SAP 041-605-027; SAP 041-607-052; SAP 041-607-053; SAP 041-613-029; SAP 041-620-011; SAP 041-623-004

Lincoln County will place a stake at the edge of the shoulder at 300' intervals marked with the corresponding station and shall be used for stationing only. The Contractor shall use the existing pavement to determine the actual centerline of the pavement.

SAP 041-030-020; SAP 041-607-052; SAP 041-607-053; SAP 041-613-029; SAP 041-623-004
Lincoln County will mark milling areas with paint as necessary.

All Projects

No direct payment will be made for Contractor staking operations. All costs shall be included in the bid price for work being done.

S-17 (1515) CONTROL OF HAUL ROADS

Control of haul roads shall be in accordance with the provisions of 1515 except as modified below:

The Contractor shall make all necessary arrangements concerning the use of all roads and shall be fully responsible to the road authority in control for any damages caused by hauling operations, as well as for any other conditions created or imposed. The Contractor shall provide a list of all haul roads to the Department prior to work commencing.

The Contractor shall safely maintain all public and private accesses affected by work on the Contract.

The Engineer can require the Contractor to furnish any material or equipment the Engineer determines is needed for the safe use of haul roads, both on or off the project. This shall include dust control at the expense of the Contractor.

Dust control of haul roads will be incidental work and no direct compensation will be made therefore.

Failure to promptly control dust may result in the project being shut down.

S-18 (1602) NATURAL MATERIAL SOURCES

Aggregates shall be furnished in accordance with the provisions of Specifications 1602, 3138, 3139, 3149, 3601 and the following:

Aggregate, for the purpose of this Contract, shall be furnished by the Contractor from sources selected by the Contractor. The Contractor will be required to make their own arrangements with the owner for the material, and any payment that is required of the Contractor shall be made directly to the owner.

S-19 (1603.2) SAMPLING AND TESTING

Sampling and Testing of material shall be in accordance with the provisions of specification 1603.2 Sampling and Testing and the following:

The first paragraph of specification 1603.2 Sampling and Testing is hereby deleted and replaced with the following:
Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) "Schedule of Materials Control – Local Government Agency" (SMC-LGA). This schedule establishes the size of samples and the minimum rate of testing, but in no way affects Specification requirements for the material.

If material is deemed unacceptable by these tests and additional tests are needed, Lincoln County Shall charge the Contractor the cost incurred to do so plus \$100.00 per additional sample that is tested.

S-20 (1701) LAWS TO BE OBSERVED

The provisions of MnDOT 1701 are supplemented and/or modified with the following:

The Contractor is advised of the requirement to comply with the provisions of Minnesota Statutes Chapter 103G.271 pertaining to permit requirements for use of surface or underground waters. Related information may be obtained from the Department of Natural Resources.

**S-21 1701.6 EQUAL PAY
Revised 09/2023**

The provisions of MnDOT 1701 are supplemented and/or modified with the following:

The local agency cannot execute a contract for goods or services or an agreement for goods or services in excess of \$1,000,000 with a business that has 40 or more full-time employees in this state or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt. Bidders may find more information on the Equal Pay Certificate Requirement at Minnesota Statutes Section 363A.44 or at this website:

<https://mn.gov/mdhr/certificates/equalpay/>

S-22

1701.7 COMPLIANCE WITH TAX LAW REQUIREMENTS
Revised 09/2023

The provisions of MnDOT 1701 are supplemented and/or modified with the following:

The Department cannot make final payment to the Contractor until the Contractor demonstrates that it and all its Subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 and section 270C.66 for wages paid for Work performed under the Contract. To establish compliance, the Contractor must submit a “Contractor Affidavit” either online or in paper form (IC134) to the Minnesota Department of Revenue. The Contractor will receive a written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the Work performed on the Contract have been paid. The Contractor must then provide this written certification to the Department to receive final payment.

Every Subcontractor working on the Project must submit an approved “Contractor Affidavit” from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is advised to obtain the certification from each Subcontractor as soon as the Subcontractor completes Work on the Project. Experience has shown that waiting until the Project is complete to obtain the forms from all Subcontractors is likely to result in significant additional Work for the Contractor as it will be difficult or impossible to collect all forms.

The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help Contractors understand tax law requirements. The Department strongly urges the Contractor and all Subcontractors to attend the “Employment Taxes & Employer Responsibilities Seminar” or similarly offered classes. You can find a schedule and more information on the Department of Revenue website (www.revenue.state.mn.us).

Complying with this requirement is considered part of the Work under this Contract. The Department will enforce this requirement equally with all other Contract requirements. The Contractor delay in complying with this requirement will cause the Department to delay final payment and Contract Acceptance. The Department may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

Contractor Affidavit requirements and Form IC134 can be found on the Department of Revenue website (www.revenue.state.mn.us).

S-23

1701.8 USE OF EQUIPMENT FROM CERTAIN TELECOMMUNICATIONS SUPPLIER
PROHIBITED
Revised 09/2023

The provisions of MnDOT 1701 are supplemented and/or modified with the following:

By signing this Contract, Contractor certifies that consistent with section 889 of the John McCain National Defense Authorization Act for fiscal year 2019, Public Law 115-233 (Aug. 13, 2018) the Contractor may not use funding covered by this Contract to procure or obtain, or extend, renew, or enter into any Contract to procure or obtain, any Equipment, system, or service that uses “covered telecommunications Equipment or services” (as that term is defined in section 889 of the Act) as a

substantial or essential component of any system, or as critical technology as part of any system. The contractor must include this certification as a flow-down clause in any subcontract related to this Contract.

S-24 **(1706) EMPLOYEE HEALTH AND WELFARE**
Restored 06/30/23

Add the following to MnDOT 1706:

The Contractor must not use motor vehicle Equipment that has an obstructed rear view unless either of the following is ensured:

- (1) The vehicle has a reverse alarm that is audible above the surrounding noise level
- (2) An observer signals to the operator that it is safe to reverse

The Department may assess a Monetary Deduction of \$500 per incident for a violation of safety standards that could result in death or serious injury.

The areas of special concern include excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection, confined space safety, blasting operations, and personal safety devices.

The Contractor cannot avoid complying with safety standards by paying the deduction.

S-25 **(1712) PROTECTION AND RESTORATION OF PROPERTY**

Protection and restoration of property will be performed in accordance with the provisions of 1712, except as modified below:

The County will not be held responsible for damages done by the Contractor to property located below the ground surface within the Right of Way, even though the existence of such property is not shown on the plans, indicated in the Special Provisions or otherwise brought to his/her attention before the damage is done.

S-26 **(1803) PROGRESS SCHEDULES**

Section 1803.2 and 1803.3 (pertaining to bar chart and critical path diagram requirements) is hereby deleted.

The Contractor shall give the Engineer definite written notice of their intention to start work at least 7 calendar days in advance of beginning construction and at least 48 hours in advance of beginning each subsequent major construction operation.

S-27 **(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**
Revised 09/2023

The Contract Time will be determined in accordance with the provisions of Mn/DOT 1806 and the following:

Construction operations shall be started on or after **eight (8) Calendar Days** from the date of Notice of Contract Approval. Construction operations shall not commence prior to Contract Approval.

Contractor must complete all Work to meet the requirements of 1516.2 (Project Acceptance) under this Contract on or before **August 1st, 2025**. **No credit will be allowed for remaining working days after this date.**

In addition to the other Contract Time requirements, the Contractor must complete all work **in no more than 25 working days once work begins any of the projects.**

TEMPORARY STRIPING

Temporary striping shall be completed at the end of each days paving for the entire length of the roadway paved that day. It is understood that that this may require mobilizations of equipment and personnel multiple times during the life of the contract, dependent on the production rate of the bituminous operation. Striping shall be 24 inches in length, plus or minus 2 inches; and shall be placed parallel to the direction of the traffic flow at 50 foot (plus or minus 5 feet) intervals. Temporary lane markings shall be maintained and replaced by the Contractor until striping operations are complete. All costs for mobilization, materials and placement of the temporary striping shall be included to the bid price for 2360 Type SP Wearing Course Mixture.

FINAL CLEANUP

Upon completion of all major items of each SAP or CP number, the Engineer will furnish the Contractor with a "Punch List". **The "Punch List" shall be completed within five (5) Working Days or the contractor shall be subject to a daily change assessed at a rate of \$100.00 per Calendar Day.**

The following language is deleted from 1806.3: "The Department will not charge a working day." "(3) During the inclusive period from November 15 through April 15, except as specified in 1806.1, "Determination and Extension of Contract Time, General."

S-28

(1807) FAILURE TO COMPLETE THE WORK ON TIME

Revised 09/2023

The provisions of Mn/DOT 1807.1 are supplemented as follows:

The Department will deduct liquidated damages from money due the Contractor for each calendar day that the Work remains incomplete after expiration of the Contract Time, according to the completion requirements of 1516.2 (Project Acceptance). The Engineer will deduct liquidated damages based on the original Contract Amount and Table 1807-1.

The Department will assess the Contractor a monetary deduction in an amount equal to \$100 for each Calendar Day that any of the work specified in Section S30-1806 (DETERMINATION AND EXTENSION OF CONTRACT TIME) of these Special Provisions remains incomplete after the expiration of the working period provided therefore.

The Department will assess the Contractor a monetary deduction in an amount equal to \$100 for each Calendar Day that any work specified under 1516.3 (Completion of the Work) are not met after the expiration of the 90 day period of the Semi-Final Estimate requirements.

S-29

(1901) MEASUREMENT OF QUANTITIES

The following shall be added to MN/DOT 1901:

For pay items to be paid on a tonnage basis, the Contractor shall:

- 1) Have automated weighing equipment.
- 2) All trucks used to haul material on the project shall have a tare weight from a certified scale that is to be given to the project inspector prior to that truck hauling any material onto the project. Any material hauled without a tare weight from a certified scale will be subject to a 10% pay reduction of materials hauled. All loads hauled prior to receiving a tare weight shall receive a 10% deduct.
- 3) For each truckload, give the truck driver a legible copy of an automatically printed ticket that is to be given to the project inspector on the project site. The SAP no., truck no., truck tare, and net mass shall be on the ticket, the Contractor shall furnish the Engineer with a complete listing of

truck tares. All trucks on the Project shall be listed. The Contractor shall update the list as trucks are added to the Project.

- 4) Interlock scales to eliminate load manipulation.

PAY LOADER SCALE

The Contractor may elect to use a weigh-in-motion pay loader scale with ticket printout for the Shoulder Base Aggregate Class 1 Mod. The Contractor shall only calibrate at the start of each day and as requested by the Engineer in the field. However, periodic spot checks will be required to verify tonnage. This spot checking may involve weighing multiple trucks on a certified commercial scale multiple times per day. Spot checks shall check within 1% as detailed in 1901. When a spot check shows that the weigh-in-motion scale is out of the 1% tolerance the County will adjust the tickets received prior to the next spot check.

The Contractor shall allow the County to choose the trucks for this spot checking at any time and unannounced. Said verification checks shall be at no cost to the County. The spot checks shall require the Contractor to provide the County with the following:

- 1) Tare weight of the County's truck of choice from a certified commercial scale
- 2) Loaded weight of the same truck from a certified commercial scale

When using weigh-in-motion pay loader scale all material hauled onto the project shall have a printed weight ticket that includes the following:

- 1) Truck Number
- 2) Type of Material
- 3) Date and time of delivery (loaded)
- 4) All weight tickets shall be in English units

Any weight tickets not given to the inspector on site during delivery shall be supplied to the County by 12pm the following business day following the delivery of the material. A deduct for failure to provide the weight tickets as specified shall be a per diem deduction of ten percent (10%) of the contract price for the respective delivered item.

The Contractor is hereby made aware that there is a lack of certified commercial scales in proximity in Lincoln County. This does not relieve the Contractor of allowing the County to select trucks for spot checks at a certified commercial scale. Below is a list of certified commercial scales in or near Lincoln County:

Cargill Inc	651 81 st St., Pipestone, MN 56164	(507)825-8012
Pipestone Scale	807 4 th St. NE, Pipestone, MN 56164	(507)825-2008
Meadowland	1664 Co. Hwy. 2, Russell, MN	(507)823-4311
D&G Excavating	2324 Co. Rd. 30, Marshall, MN 56258	(507)532-2334
Farmers Coop Elevator	215 E 1 st St., Minneota, MN 56264	(507)872-6134
Ag Plus	1512 St. Hwy. 19, Hendricks, MN 56136	(507)694-1197

When a loader scale is used, the Contractor may use a "calibration weight" that the loader may use to calibrate the loader scale in the pit. The use of a "calibration weight" does not relieve the Contractor of allowing the County to select trucks for spot checks at a certified commercial scale (as described above).

The "calibration weight" shall meet the following requirements:

- 1) Be weighed at a certified scale and the ticket shall be given to the Engineer prior to use
- 2) The "calibration weight" shall weigh a minimum of 12,000 pounds. A smaller weight may be used if the weight exceeds the loaders lifting capacity with permission from the Engineer.
- 3) The Loader Operator shall calibrate the loader scale at the start of each day and as requested by the Engineer in the field.

ALLOWABLE LEAGAL GROSS WEIGHT

The allowable legal gross weight is defined as the vehicle license gross weight plus the tolerance provided in Minnesota statutes 168.013 or the gross legal weight provided by Minnesota Statutes 169.824, whichever is less. In no case will the allowable legal gross weight exceed 80,000 pounds. No payment will be made for any material in excess of the allowable legal gross weight.

The Contractor shall be familiar with weight restricted bridges in Lincoln County. A map of restricted bridges is located in the attachments for the Proposal.

S-30 (1903) COMPENSATION FOR ALTERED QUANTITIES

Lincoln County reserves the right to increase or decrease the quantities of any item without adjustments in the contract unit prices.

S-31 (1905) COMPENSATION FOR ELIMINATED ITEMS

Work shall be accomplished in accordance with the Provisions of 1905, except as modified below:

Lincoln County has the right to delete all or part of the Contract Items with no adjustment in Contract Price.

S-32 (1906) PARTIAL PAYMENTS

Partial payments will be made in accordance with the Provisions of 1906, except as modified below:

From the amounts ascertained as payable on each partial payment, five (5) percent retainage for in-state contractors and eight (8) percent retainage for out-state contractors until all work is completed and accepted.

Payment for materials on hand will not be made under this contract.

By signing the Proposal, The Contractor authorizes the Lincoln County Highway Department to make partial payments without the Contractor's signature. The Contractor will receive a copy of the payment voucher at the time the payment is issued. The Contractor may submit a written request to sign the Partial Estimate Payment Vouchers prior to payment.

**S-33 (2016) QUALITY MANAGEMENT – INTELLIGENT CONSTRUCTION TECHNOLOGY METHODS
Revised 03/29/24**

This shall be used for SAP 041-605-027; SAP 041-607-052; SAP 041-607-053; SAP 041-613-029; SAP 041-620-011

Only the provisions for the Paver Mounted Thermal Profile (PMTP) apply to this contract.

DESCRIPTION

This Work consists of using intelligent construction technology (ICT) to monitor compaction and placement operations in accordance with MnDOT 2215 Stabilized Full Depth Reclamation (SFDR), 2390 Cold-In-Place Recycled (CIR) Bituminous and Cold Central Plant Recycling (CCPR) Bituminous, 2353 Ultrathin Bonded Wearing Course (UTBWC), 2360 Plant Mixed Asphalt Pavement and 2365 Stone Matrix Asphalt (SMA).

ICT consists of Paver Mounted Thermal Profile (PMTP) and Intelligent Compaction (IC) Methods.

PMTP Method continually monitors the surface temperature of the mat immediately behind the trailing edge of the paver screed during placement operations.

IC Method continually monitors compaction efforts during grading and/or asphalt paving operations.

Definitions

For the purpose of the Work specified in this Special Provision, (2016) Quality Management – Intelligent Construction Technology Methods, the Department defines:

All ICT Methods

Driving Lane

See Traffic Lane.

Intelligent Construction Technology

Equipment that geo-references measurements using a Global Navigation Satellite System (GNSS) (e.g., IC, PMTP, automated machine guided milling, etc.).

Layer

Total thickness of each material type. It may be comprised of single or multiple Lifts.

Site Calibration

Process of comparing GNSS measurements on known coordinates and creating a "best fit" (least squares adjustment) for the coordinate grid by scaling and rotating grid to fit the measurements. This allows more accurate GNSS Work as a result of the site being adjusted to a "local" coordinate system.

Thru Lane

See Traffic Lane.

2D Horizontal Alignment

A Multi-Dimensional File that consists of a digital file that is two dimensional (2D). The horizontal alignment of a roadway is defined geometrically as a series of horizontal, straight-line tangents, circular curves, and spiral transitions. The curves allow for a smooth transition between tangent sections.

Veta

Standardized intelligent construction data management (ICDM) software that stores, maps and analyzes geospatial data resulting from ICT. This software can perform standardized data processing, analysis and reporting to provide Project summary results from various ICT manufacturers. In particular, the software can provide statistics, histograms, correlations for these measurements, document coverage area and evaluates the uniformity of the ICT measurements as part of the Project Quality Control operations. Veta can be downloaded from the AMT Website.

PMTP Method

Paver Mounted Thermal Profile (PMTP) Method

This method continually monitors the surface temperature readings of the mat immediately behind the paver screed during placement operations.

Standard Deviation (StDev)

The sample standard deviation of the surface temperature readings. This value reflects the variability of surface temperature measurements within a data subplot.

Surface Temperature Measurements

The temperatures of the mat immediately behind the trailing edge of the screed plate during placement operations.

Thermal Profiles

Surface temperature readings and associated GNSS coordinates and time stamps measured by the PMTP system.

Thermal Segregation Index (TSI)

A composite index of the variability of surface temperature measurements (StDev) and the transverse variability of surface temperature measurements (presence of longitudinal thermal streaking [TSV Index]) within a data subplot.

Transverse SemiVariogram (TSV) Index

This index reflects the transverse variability in surface temperature measurements (i.e., presence of longitudinal thermal streaking).

MATERIALS – BLANK

CONSTRUCTION REQUIREMENTS

General

The guides, forms and Veta software are available on the MnDOT Advanced Materials and Technology (AMT) Website.

Required Measurement Locations

ICT methods are required when the contract net length is greater than or equal to 2 miles for materials requiring the ICT.

Collect ICT measurements on 100 percent of Traffic Lanes, E-ZPass lanes (including buffer), continuous left turn lanes, and passing lanes.

ICT measurements are not required on the following: roundabouts (exclude the Traffic Lane between the roundabout and mainline transition prior to and after the radius point of the roundabout), frontage roads, Traffic and Auxiliary Lane tapers, ramps, shoulders, cross-overs, right turn lanes, J-turns, non-continuous left turn lanes, loops, bypass lanes, acceleration/deceleration lanes, and intersecting streets.

ICT measurements are not required on areas of excavation (that are below the Layer requiring the ICT method) that are less than or equal to 750 linear feet.

2d Horizontal Alignment

The Engineer will provide the 2D Horizontal Alignment (in a LandXML format).

Convert the 2D Horizontal Alignment, as needed, for use with the Intelligent Construction Technology. The Department does not guarantee the accuracy and compatibility of electronic data after any electronic conversions are executed by the Contractor.

The Engineer is allowed five Working Days to review proposed modifications and/or to update files with the Engineer accepted changes requested by the Contractor.

Use the latest accepted version of the 2D Horizontal Alignment file(s). Load 2D Horizontal Alignment file onto the onboard data acquisition system of each Instrumented Roller and onto the onboard acquisition system of PMTP systems that allow for import of these files.

Equipment

Use a survey grade GNSS Rover Receiver during site calibration and coordinate checks. Data collector will use the MN County Coordinate system, zone and geoid model. Collect the XYZ coordinates in the MN County Coordinate system, zone and vertical datum used in the design and alignment file(s).

All ICT system(s) collect coordinates, unless otherwise specified, in MN County Coordinate System and zone used in design and alignment file(s) using NAD83 (adjustment as specified by the Department) and NAVD88 vertical datum.

All ICT systems require a modem, or Wi-Fi, an onboard data acquisition system, GNSS, and ability to connect to a local ground base station and VRS network. Use modem or Wi-Fi to transfer data to cloud storage and to connect to VRS network.

All ICT system data acquisition systems will: store data internally until data transfer, automatically transfer data to cloud storage, and allow operator to define data lot where ICT measurements are currently being collected per Tables SP2016-1 and SP2016-2.

Control Points

Engineer will set temporary control points, prior to the Project start date for use in site calibration. Permanent control points can be used; however, the Engineer will verify coordinates for these points to confirm no disturbances. Temporary and permanent control points will meet the following requirements:

- (1) Two control points, at start and end of Project (totaling four).
- (2) Control points spaced at a maximum of every 3 miles within 150 feet of centerline. Alternate the control points on each side of alignment.
- (3) Control points have clear line of site to satellites to allow for site calibration.
- (4) Five of the control points, meet the following requirements (the remaining control points may be two dimensional [2D]):
 - (a) Three dimensional (3D),
 - (b) Accuracy of 0.1 feet or less in the X-, Y- and Z-direction,
 - (c) Equally spaced throughout Project and
 - (d) One control point at start and end of Project.
- (5) The remaining control points with an accuracy of 0.1 feet or less in the X- and Y-Direction.

Engineer will provide a Project map (indicating locations of control points) and control point coordinate information (in a *.txt or *.csv format), for both permanent and temporary control points. Engineer will include the following information in the coordinate file(s):

- (1) Point Name
- (2) X coordinate (Easting)
- (3) Y coordinate (Northing)
- (4) Z coordinate (Elevation)
- (5) Point Code / Description

Engineer will include available Department geodetic data sheets that are relevant to Project limits.

Site Setup and Calibration

Complete site setup and calibration prior to efforts requiring an ICT method.

Use the MN county coordinate system and zone for site calibration by connecting to a RTK-GPS using either a local, ground-based station(s) or the Departments VRS network.

Field Stationing

Field station markers, when used, will match the centerline stationing in design and alignment files.

Data Lot Establishment for ICT Measurement Data

Establish data lots for ICT measurement data per Table SP2016-1.

Table SP2016-1
Data Lot Establishment Criterion

Specification	Description	Day	Material Type	Lift	Centerline Offsets	Direction of Travel
2353, 2360*, 2365*	Undivided Highway	X	X	X	X	(Blank)
2353, 2360*, 2365*	Divided Highway	X	X	X	X	X
2215 (SFDR), 2390 (CIR and CCPR)	Undivided Highway	X	X	X	X	(Blank)
2215 (SFDR), 2390 (CIR and CCPR)	Divided Highway	X	X	X	X	X
* Centerline offsets (used in Veta) will reflect the offsets for the required traffic or auxiliary lane paved by each paver when paving in echelon.						

Name data lots using standardized format per Tables SP2016-2 and SP2016-3. Store data lot designations digitally with associated ICT measurement data.

Table SP2016-2
Standardized Naming Convention for Data Lots

Standardized Format *	Definition
ROUTE-MATL-L-LEFT-RIGHT	Undivided Highways
ROUTE-MATL-L-LEFT-RIGHT-DT †	Divided Highways
<p>* Add an additional designation behind ROUTE for instances where more than one site calibration is needed within Project limits. For example, a site calibration was completed for the northern and southern limits of the Project – a “N” and “S” would be added immediately behind ROUTE [TH68N-HMA-L1-12L-CL, TH68S-HMA-L1-12L-CL]).</p> <p> Example of standardized format: TH68-HMA-L1-12L-CL</p> <p>† Example of standardized format: TH68-HMA-L1-12L-CL-NB</p>	

Table SP2016-3
Standardized Abbreviations for Data Lots

Standardized Naming Convention Abbreviation	Replacement Acronym	Full Name or Meaning of Replacement Acronym
ROUTE*	CR	County Road
ROUTE*	CSAH	County State Aid Highway
ROUTE*	MS	Municipal Street
ROUTE*	MSAS	Municipal State Aid Street
ROUTE*	TH	Trunk Highway
MATL	SFDR-P	(2215) Stabilized Full Depth Reclamation – Initial Pulverization and Compaction per 2215.3.B
MATL	SFDR-I	(2215) Stabilized Full Depth Reclamation – Final Pulverization, Mixing (Injection) and Compaction per 2215.3.C
MATL	CIR	(2390) Cold Inplace Recycled Bituminous
MATL	CCPR	(2390) Cold Central Plant Recycling
MATL	UTBWC	(2353) Ultrathin Bonded Wearing Course
MATL	HMA	(2360) Hot Mix Asphalt
MATL	WMA	(2360) Warm Mix Asphalt
MATL	SMA	(2365) Stone Matrix Asphalt
MATL	LVL	(2360) Leveling Courses
L †	L1, L2, L3, Ln	Lift 1, Lift 2, Lift 3, Lift n
LEFT ‡, #	24L, 12L, CL, 12R, 24R, etc.	The example acronyms are for 24 left, 12 left, centerline, 12 right, 24 right, etc.
RIGHT §, §	24L, 12L, CL, 12R, 24R, etc.	The example acronyms are for 24 left, 12 left, centerline, 12 right, 24 right, etc.
DT **	NB	North Bound
DT **	SB	South Bound
DT **	EB	East Bound
DT **	WB	West Bound
<p>* Replace “ROUTE” with route system, as designated by acronym, immediately followed by route number (e.g., TH12).</p> <p> Replace “MATL” with material type, as designated by acronym (e.g., HMA).</p> <p>† Replace “L” with Lift number, as designated by acronym (e.g., L1).</p> <p>‡ Replace “LEFT” with offset for left edge of production, or compaction area requiring ICT method (e.g., 12L).</p> <p># The offset is the distance (rounded to the whole number) from the centerline to left or right edge of production area with respect to the centerline, facing in the direction of increasing stationing. Stationing typically increases from West to East and South to North.</p> <p>§ Replace “RIGHT” with offset for right edge of production, or compaction area requiring ICT method (e.g., 12R).</p> <p>** Replace “DT” with direction of travel, as designated by acronym (e.g., NB).</p>		

ICT Measurement Data and Collection

Provide Engineer with access to cloud storage and cloud computing prior to start of using the ICT method. Cloud storage data is accessible until ninety Calendar days after final acceptance of all Work per 1516.2.

ICT measurements will meet requirements of AASHTO MP39 “File Format of Intelligent Construction Data” or be compatible with Veta software.

Date and time stamp of ICT measurements will reflect the local time zone for both mapped and exported data.

Use MN County Coordinate System and zone during ICT measurement collection using local ground base station(s) or VRS network.

Use local ground base station(s) when VRS network connection is intermittent, or not available.

Setup and use local ground base station within 2 hours of onset of MnDOT VRS Network problems and continue to use local ground base station until MnDOT resolves issue and Network becomes available for use again.

Export raw or gridded data as dbase ASCII or Text Format, directly into Veta (if a proprietary file format compatible with Veta is available), or through a direct transfer of data from cloud storage to Veta.

ICT Data Analyses and Mapping

Required Training for Veta Software Operator

- (a) Provide a software operator that is knowledgeable in use of Veta and has taken class provided by Department. A list of Veta Software Operators that have completed the required training, along with expiration dates, is available on the AMT website.
- (b) Veta Software

Use Veta software to map and analyze ICT measurement data. Produce *.VETAPROJ filenames in the SPXXXX-XXX ROUTE MATL Version Date Final standardized format per Table SP2016-4.

Use the version of Veta at the time of letting, or the latest version at the Contractor’s option, should a subsequent version become available that provides a more efficient Contractor operation. Download Veta software from the AMT Website.

Create a Veta Project per County (e.g., SP1234-56 TH78 HMA V6.0.40 07.10.19 FINAL Carlton; SP1234-56 TH78 HMA V6.0.40 07.10.19 FINAL Pine).

Table SP2016-4
Standardized Naming Convention for VETAPROJ Files * ||

Abbreviation	Definition
SPXXXX-XXX	State Project Number
ROUTE	Route Designation, see Table 2016-3 for listing of replacement acronyms.
MATL	Material/Surface Type, see Table 2016-3 for listing of replacement acronyms.
VERSION	Version of the Veta software used to create the Veta Project.
DATE	Date of Veta file (differentiates between each version of submittals). Use the format MM.DD.YY
FINAL	Add word “FINAL” to indicate final submittal for review by Engineer.
* Example of filename: SP1234-56 TH78 HMA V6.0.40 07.10.19 FINAL. Add County name at end of Veta Project file name for instances where design and alignment files were created for multiple counties.	

- (c) Creation of Filter Groups and Operation Filter Names in Veta

Create filter groups and operation filter names using the LOT MMDDYY LOTNAME standardized format per Table SP2016-5.

Table SP2016-5

Standardized Naming Convention for Veta Filter Group and Operation Filter Names*

Abbreviation	Definition
LOT	Data Lot Number. Data lot number is a two-digit number increasing sequentially (01, 02, 03, ..., n). Create filter groups and operation filters in sequential order with respect to data lot dates.
MM	Month
DD	Day of Month
YY	Two-digit year
LOTNAME	Data Lot Name per Tables SP2016-2 and SP2016-3
* Example Filter Group and Operation Filter Names: 01 070915 TH12-HMA-L1-CL-12R, 02 071015 TH12-HMA-L1-CL-12R	

Submittals

- (a) **ICT Data Submittal**
Store ICT measurement data internally on data acquisition system until automated transfer of data to cloud storage. Automatically transfers data directly from ICT system to cloud storage within 15-minute intervals, or a minimum of once per day when limited data cellular coverage.
- (b) **Data Lot Stationing**
Engineer will provide data lot stationing daily using form AMT-106. Engineer will complete a separate AMT-106 form for each material type requiring an ICT.
- (c) **Veta Projects and Forms**
Submit the first Veta Project(s) and the forms specified in Table SP2016-6 to Engineer no later than 3 Calendar Days after starting ICT method. Submit updated Veta Project(s) and forms to Engineer at least 2 non-consecutive days per calendar week. Submit the final version of the Veta Project(s) and required form(s) no later than 14 Calendar Days of completion of ICT method per material type.

Table SP2016-6
Required Submittal Forms

ICT Method	Forms*
IC	AMT-103 (roller coverage), AMT-107-108
PMTP	AMT-101 (thermal coverage), AMT-102 (thermal segregation index), AMT-107-108
* Use version of forms associated with version of Veta being used. Complete AMT-107-108 form using final submittal files.	

PMTP Method

Use PMTP method on 2360 (Plant Mixed Asphalt Pavement) and 2365 (Stone Matrix Asphalt) for lifts 1 inch or greater in thickness.

Equipment Requirements**PMTP System Requirements**

Provide a PMTP system that functions independently from paving crew during normal paving operations and is calibrated according to Manufacturer's recommendations. Operator is not required for continuous data collection. The following components are required:

- (1) Temperature sensor to continuously monitor surface temperature of mat.
 - (a) Longitudinal and lateral Surface Temperature Measurements are collected at 1-foot or less intervals at all paving speeds with an X-Y accuracy of plus or minus 1 inch.

- (b) Surface Temperature Measurements are collected for entire width of required Traffic and Auxiliary Lanes paved in 1 pass.
- (c) Surface temperature sensor(s) has a temperature range of at least 140°F to 480°F. Sensor accuracy is plus or minus 3.6°F, or plus or minus 2.0 percent of sensor reading, whichever is greater.
- (2) GNSS to capture coordinates of the Surface Temperature Measurements. GNSS accuracy is plus or minus 2 inches or less in X and Y Directions. Include the GNSS accuracy level in the PMTP Veta imports, or do not include PMTP data in the Veta import for those locations where the GNSS accuracy is not plus or minus 2 inches or less in the X and Y directions.
- (3) Onboard data acquisition with a minimum of the following capabilities:
 - (a) Displays (in real-time) map of the Surface Temperature Measurements.
 - (b) Displays total distance, paver speed and location.
 - (c) Reports Surface Temperature Measurements and GNSS status.
 - (d) Provides real-time statistical summaries of Surface Temperature Measurements.

PMTP System Setup on Paver(s)

Instrument pavers that are paving required Traffic and Auxiliary Lanes with PMTP System. Engineer has the right to waive use of PMTP system on secondary pavers temporarily used in echelon paving.

Collect measurements at a distance no less than 3 feet and no greater than 12 feet of trailing edge of screed plate.

Ride brackets and plates used for pavement Smoothness will not impede lateral surface temperature readings for more than 2, 10-inch-wide lateral regions of surface temperature measurements. Other objects will not obstruct surface temperature measurements and GNSS accuracy.

Measurement Lifts

Collect PMTP measurements on 100 percent of each Lift for required Traffic and Auxiliary Lanes.

Data Sublot Establishment Using Veta

Divide data lot into 150-linear feet data sublots and last data sublots that are partial data sublots as follows:

- (1) Data lot is 150 linear feet or greater
 - (a) Combine a partial last data sublot that is less than 75 linear feet with the previous data sublot.
 - (b) Treat a partial last data sublot that is 75 linear feet or greater as one data sublot.
- (2) Data lot is less than 150 linear feet. PMTP measurements from data lot are treated as one data sublot.

Veta Operation Filters

Create operation filters for each data lot as follows, unless waived by Engineer:

- (1) Imported File Name: Select all files.
- (2) Sensor Location: Select all sensor locations.

- (3) Machine ID: Select corresponding PMTP system for data lot.
- (4) Data Lot Name: Select the appropriate data lot name(s).
- (5) Time Filter: Select the Specific Date or use the Range to capture the start and end date and time for instances of nighttime production.
- (6) Cold Edge and Ride Bracket Filter: Select Remove Ride Brackets.
- (7) Location Filter: Use offset location filter to trim PMTP data to required centerline offsets for data lot.
- (8) Exclusions: Use exclusion filter to remove exceptions and/or temporary exceptions per form AMT-106.
- (9) GNSS Accuracy: Exclude PMTP measurements where the GNSS accuracy is not plus or minus 2 inches or less in the X and Y directions for systems that record this data.

Calculations

Thermal Segregation

Surface Temperature Measurements

Exclude the following surface temperature readings from each data subplot:

- (1) Surface temperature readings less than 180°F
- (2) Surface temperature readings within 2 feet prior to and 8 feet after paver stops that are greater than 1 minute in length.
- (3) Surface Temperature Measurements that do not have associated GNSS coordinates.
- (4) Surface Temperature Measurements that have a GNSS accuracy that are not plus or minus 2 inches or less in the X and Y directions.

Thermal Segregation Index (TSI)

Calculate the TSI, reported to the nearest tenth, for each data subplot, per equations 2016-1 and 2016-2. Record TSI values for each data subplot into the subplot summary worksheet for forms AMT-101-102.

Equation 2016-1:
$$TSI_0 = 0.77 \left[C \times \left(\frac{StDev}{StDev_{Severe\ Start}} \right) + (100 - C) \times \left(\frac{TSV}{TSV_{Severe\ Start}} \right) \right]$$

Equation 2016-2:
$$TSI = \begin{cases} TSI_0 & \text{when } TSI_0 \text{ is less than } 100 \\ 100 & \text{when } TSI_0 \text{ is } 100 \text{ or greater} \end{cases}$$

Where:

TSI_0 = thermal segregation index value prior to capping at upper limit of 100 (rounded to nearest tenth)

TSI = thermal segregation index – see 0A.2

C = percent contribution of Standard Deviation to the Transverse Semivariogram Index (value ranges from 0 to 100)

StDev = Standard Deviation – see A.2 (rounded to nearest hundredth degree)

StDevSevere Start = Standard Deviation at lower limits of severe thermal segregation category

TSV = Transverse Semivariogram Index as calculated in Veta (rounded to nearest hundredth; see A.2.)

TSVSevere Start = Transverse Semivariogram Index at lower limits of severe thermal segregation category

Use the following semivariogram index specification settings when running the analysis within Veta:

- (1)TSI Moderate Start = 30
- (2)TSI Severe Start = 70
- (3)Standard Deviation Contribution = 50 percent
- (4)Standard Deviation Moderate Start = 4.5°F
- (5)Standard Deviation Severe Start = 9.0°F
- (6)TSV Index Contribution = 50 percent
- (7)TSV Index Moderate Start = 10
- (8)TSV Index Severe Start = 25

Thermal Segregation Category

Categorize TSI values for each data subplot per Table SP2016-7.

Table SP2016-7
Data Sublot Thermal Segregation Index

TSI Values	Thermal Segregation Category
TSI of less than 30.0	Low
TSI of 30.0 or greater and less than 50.0	Moderate-Low
TSI of 50.0 or greater and less than 70.0	Moderate-Severe
TSI of 70.0 or greater	Severe

Thermal Coverage

Calculate thermal coverage per data subplot using Equation 2016-3 and record these values in the subplot summary worksheet for form AMT-101.

Equation 2016-3: Thermal Coverage = $\left(\frac{\text{Actual Data Sublot Length (ft)}}{\text{Required Data Sublot Length (ft)}} \right) \times 100$

Where:

Thermal Coverage = ratio of linear length of PMTP measurements per data subplot, percent (reported to nearest whole number)

Actual Data Sublot Length = total length of PMTP measurements after operation filtering per S-101.3. B.4 and removal of Surface Temperature Measurements per S-101.3.B.5.a(1), feet (reported to nearest whole number)

Required Data Sublot Length = total length requiring PMTP measurements for the data subplot, feet (reported to nearest whole number)

METHOD OF MEASUREMENT

The Engineer will measure Quality Management as a lump sum in accordance with MnDOT 1901.12.

BASIS OF PAYMENT

Interruptions in availability of satellite signals used with the ICT system will not result in any reduction to the data lot coverage (data lot area covered and required data lot area) or adjustments to the “Basis of Payment” for any construction items or to Contract Time.

The lump sum price for Quality Management – Thermal Profiling and Quality Management – Intelligent Compaction includes setup of cloud storage and computing, conversion of design files, site calibration, ICT system and software setup, Equipment setup for satellite corrections, data lot establishment, system monitoring, remote server storage, cloud-based software accessibility, data package plans, analysis and organization of ICT measurements in Veta and completion of ICT submittal forms.

Monetary Adjustment

The Department must apply Incentives and Disincentives and may apply Monetary Deductions for (2016) Quality Management-Intelligent Construction Technology Methods. The amounts of these adjustments are deemed reasonable.

Veta Project and Forms Submittals

A Monetary Deduction of \$500 per Calendar Day will be assessed for submitting the final version of the Veta Project(s) and required forms later than 14-Calendar Days of completion of the ICT method.

PMTP Method – Thermal Coverage (TC)

Calculate Monetary Deductions for thermal coverage (TC) per data subplot using Equation 2016-5. Prorate Monetary Deductions for data subplot linear lengths, as established in “**Data Sublot Establishment Using Veta**”, that are not equal to 150 linear feet.

Record the Monetary Deduction for thermal coverage in the PMTP subplot worksheet for form AMT-101 and the final summary of total Monetary Deduction for thermal coverage in form AMT-101.

Equation 2016-5: $PA_{TC} =$

$$\begin{cases} -\$30 & \text{when } TC \leq 50 \\ (0.8571 \times TC - 72.857) & \text{when } 50 < TC < 85 \\ \$0 & \text{when } TC \geq 85 \end{cases}$$

Where:

PA_{RC} = Monetary Deduction for thermal coverage (rounded to nearest whole number) for each data subplot

PMTP Method – Thermal Segregation

Calculate incentives and disincentives for thermal segregation (PATSI) per Equation 2016-6. Prorate incentives and disincentives for data subplot linear lengths, as established in S-101.3.B.3, that are not equal to 150 linear feet.

Record the Incentives and Disincentives for each data subplot in the “TS Sublot” worksheet for form AMT-102 and the final summary of total incentives and disincentives for thermal segregation in form AMT-102.

Equation 2016-6: PA_{TSI}

$$\begin{cases} \$40 \text{ when } TSI \leq 10 \\ (50 - TSI) \times 0.025 \times \$40 \text{ when } 10 < TSI < 90 \\ -\$40 \text{ when } TSI \geq 90 \end{cases}$$

Where:

PA_{TSI} = Incentives and Disincentives for thermal segregation (rounded to nearest whole number) for each data subplot

TSI = See equations 2016-1 and 2016-2.

A.4 IC Method – Minimum Required Roller Coverage

Calculate Monetary Deductions for the Minimum Required Roller Coverage (PARC) per data subplot using Equation 2016-7. Prorate Monetary Deductions for data subplot linear lengths, as established in S-101.3.C.3, that are not equal to 600 linear feet.

Record the Monetary Deductions for each data subplot in the “IC Sublot” worksheet for form AMT-103 and the final summary of total Monetary Deduction for Minimum Required Roller Coverage in form AMT-103.

Equation 2016-7: PA_{RC} =

$$\begin{cases} -\$120 \text{ when } RC \leq 50 \\ (3.4286 \times RC - 291.43) \text{ when } 50 < RC < 85 \\ \$0 \text{ when } RC \geq 85 \end{cases}$$

Where:

PA_{RC} = Monetary Deduction for roller coverage (rounded to nearest whole number) for each data subplot

RC = See Equation 2016-4

Schedule

Partial payments for Lump Sum Items 2016.601 (Quality Management – Thermal Profiling) and 2016.601 (Quality Management – Intelligent Compaction) will be made per Table SP2016-10:

Table SP2016-10
Partial Payments Schedule

When	Percent of Estimated Quantity Completed	Pay Percent of Lump Sum Item
First Pay Estimate	(Blank)	10
Subsequent Pay Estimate *	5	15
Subsequent Pay Estimate *	15	30
Subsequent Pay Estimate *	50	50
Subsequent Pay Estimate *	75	75
Final Approval of Submittals	100	100
* Percent of Estimated Quantity Completed is based on the pay quantity where the given ICT method is required: 2215.504 Stabilized Full Depth Reclamation 2390.504 CIR – CCPR Bituminous 2353.504 Ultrathin Bonded Wear Course 2360.509 Type SP Wearing Course Mixture 2360.509 Type SP Non-Wearing Course Mixture 2360.504 Type SP Wearing Course Mixture in [mm] Thick 2360.504 Type SP Non-Wearing Course Mixture in [mm] Thick 2365.509 Type SM Wearing Course Mixture		

The Department will pay for Quality Management on the basis of the following schedule:

Item No.	Item	Unit
2016.601	Quality Management – Thermal Profiling	lump sum

S-34

(2051) HAUL ROAD MAINTENANCE AND RESTORATION

The bidder's attention is directed to the Provisions of 2051, 1515 and 1404, pertaining to haul roads. Since these roads may not be under the jurisdiction of the contracting agency, the Contractor should be aware that maintenance and restoration is generally expected by the appropriate road authorities.

The County will require the Contractor to contact and obtain approval from the proper jurisdictional agency (Township or County) for haul roads to be used for this work. This must be accomplished through documentation submitted to the Engineer prior to the use of any haul road. A standard form for this procedure may be obtained from the office of the County Engineer. The Contractor must also submit a written release of haul roads to the County Engineer before final payment.

The Contractor shall apply water for dust control as necessary for the safe use by forces working on the project and the traveling public. The Contractor shall apply calcium chloride for dust control at all farm sites and intersections on gravel portions of haul roads. It shall be placed at a minimum of 500 feet per location as directed by the County Engineer, at a rate of 0.25 gallons per square yard and shall be a minimum 38% solution. The Contractor may substitute calcium chloride with another product for dust control with approval of the Engineer. All cost connected with dust control on the project, or on any haul road shall be included in the bid price for the item being hauled with no additional compensation therefore. Failure to promptly control dust may result in the project being shut down.

Maintenance and restoration of haul roads shall be paid by the contractor with no compensation from the County.

S-35

(2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

Revised 06/30/22

Delete and replace MnDOT 2104.5 with the following:

BASIS OF PAYMENT

All removal and disposal operations shall be incidental. The removal of unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work in accordance with 1402.5.

SAP 041-030-020; SAP 041-607-052; SAP 041-613-029

Millings and salvaged aggregate shall be loaded into county trucks as milling and salvaging operations occur. Contractor shall give no less than a five (5) Calendar Days' notice prior to starting any work involving assistance from County Forces. If less than five (5) Calendar Days' notice is given and County Forces are not available the Contractor may choose to provide the necessary workforce to complete the work at no additional cost to the County.

S-36

(2211) SHOULDER BASE AGGREGATE

Revised 01/2014

Aggregate base courses shall be constructed in accordance with the provision of MnDOT 2211 except as modified below:

Compaction shall be achieved by the "Quality Compaction Method" described in MnDOT 2211.3D2

The Contractor shall provide Shoulder Base Aggregate Class 1 Mod. for shouldering material. Shoulder Base Aggregate Class 1 Mod. shall meet the requirements specified in Table 3138.2-3 and the following modifications to Table 3138.2-3:

The percent passing the No. 200 sieve for Shoulder Base Aggregate Class 1 Mod. is modified to 8.0% to 15.0%.

S-37

(2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL GOVERNMENT UNIT)

Revised 06/30/2022

Add the following to MnDOT 2360.3:

The Contractor shall secure the services of a private firm to run the smoothness tests on the following projects:

SAP 041-605-027; SAP 041-607-052; SAP 041-607-053; SAP 041-613-029; SAP 041-620-011

Evaluate pavement Smoothness requirements using equation HMA-C as specified in MnDOT 2399.5A

The following projects are excluded from surface testing with Inertial Profiler (IP), but are subject to evaluation with the 10 ft. straight edge:

SAP 041-030-020; SAP 041-623-004

The Contractor shall secure the services of a private firm to run the smoothness tests.

Certification of the plant shall be at the Contractor's cost and said cost shall be included in the unit bid price for 2360 Plant Mixed Asphalt Pavement.

Add the following to MnDOT 2360.1B:

Mix Designation Numbers for the bituminous mixtures on these Projects are as follows:

SAP 041-607-052:

TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)

SPWEA230B

SAP 041-030-020; SAP 041-605-027; SAP 041-607-052; SAP 041-607-053; SAP 041-613-029;
SAP 041-620-011; SAP 041-623-004; CR 113:
TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) SPWEB240B

Add the following to MnDOT table 2365.3-5:

After compaction, the final Lift wear adjacent to manholes and **water-valves** must be slightly higher but not to exceed ¼ inch higher than the surface of the **manhole or water valve**. **If these tolerances are not met, no payment will be made for the adjustment of the manhole or water valve.**

S-38

FINAL CLEANUP

All disturbed areas shall be worked to a reasonably smooth surface. All rocks and debris shall be disposed of in accordance with governing specifications. All final cleanup shall be completed within 10 working days.



LINCOLN COUNTY MN

BRIDGES RESTRICTED FOR OVERWEIGHT LOADS

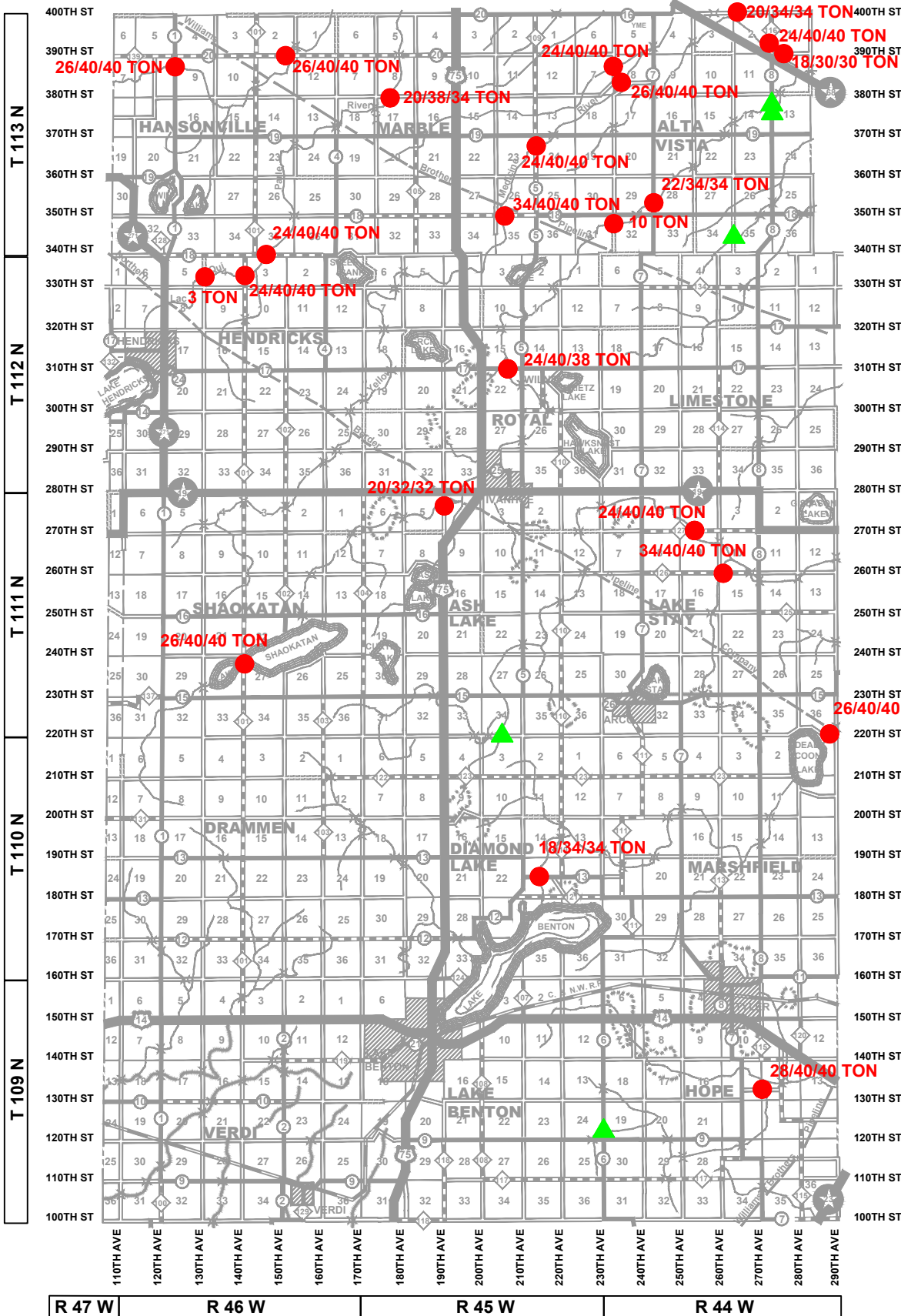


U.S. HIGHWAYS
STATE TRUNK HIGHWAYS
STATE AID OR COUNTY - HARD SURFACED ROADS
STATE AID OR COUNTY - GRAVEL SURFACED ROADS
TOWNSHIP ROADS
COUNTY STATE AID ROAD SYMBOL
COUNTY ROAD SYMBOL

YELLOW MEDICINE CO.

STATE OF SOUTH DAKOTA

LYON CO.



Posted Structures

Restricted from Over Weight Loads

Second Tier Subcontractor Information

Second Tier Subcontractor:		SWIFT Vendor I.D.:			
Street Address:		Federal Tax I.D. Number:			
City, State, Zip Code:		State Tax I.D. Number:			
Telephone Number:		Email:			
Is this subcontractor replacing work that was previously committed to a DBE, TGB or Veteran firm? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, you must contact the Office of Civil Rights at (651) 366-3073 or ocrformsubmissions@state.mn.us before proceeding.					
Contract Item Line Number	Contract Item Description	Actual or Estimated Quantity	Unit of Measurement	Unit Price	Amount
A second-tier subcontractor may not sublet any portion its contract.					<u>Total</u> \$

CONTRACTOR'S STATEMENT OF COMPLIANCE

<u>Print Name and Title of Prime Contractor Representative</u>	<u>Signature</u>	<u>Date</u>
As a representative of the prime contractor, I certify that the information provided on this form is truthful and accurate to the best of my knowledge. I certify that all written subcontracts, executed by the prime contractor contain at a minimum the Federal and/or State Special Provisions Division A, Federal-Aid Construction Contracts Form-1273 (if federally funded), Federal and/or State certified prevailing wage decisions and the state certified truck rental rates. I will ensure that all subcontractors demonstrate compliance with all contract specifications, laws and regulations, which includes 16C.285 (Responsible Contractor). I further understand that prior written consent to sublet any portion of the contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.		
<u>Print Name and Title of First Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
As a representative of the first tier subcontractor, I certify that the information provided on this form is truthful and accurate to the best of my knowledge and that the company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, laws and regulations that were provided to me by the prime contractor and I will provide these specifications to any potential second tier subcontractors.		
<u>Print Name and Title of Second Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
As a representative of the second tier subcontractor, I hereby certify that the information provided on this form is truthful and accurate to the best of my knowledge and that the company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, laws and regulations that were provided to me by the first tier subcontractor.		
<u>Print Name and Title of Project Engineer</u>	<u>Signature</u>	<u>Date</u>
As a representative of the department, I approve the prime contractor's utilization of the above-mentioned subcontractors. Additionally, the prime contractor has complied with the terms established in Mn/DOT Standard Specifications for Construction, Section 1801.		

All persons signing this form understand that willful falsification of this document may result in civil and/or criminal prosecution under federal and/or state law. See Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5, 177.44, Subdivision 6, 609.63; or the United States Code 18 U.S.C. 1001, 31 U.S.C. 231, CFR 5.12.

For information, visit the Labor Compliance website at: <http://www.dot.state.mn.us/const/labor/> or call (651) 366-4238.

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

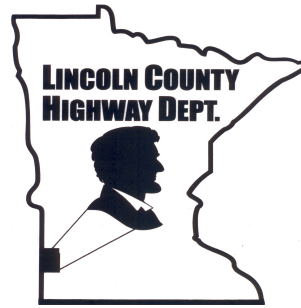
(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(bidder or his authorized representative)

Lincoln County Highway Department
221 North Wallace Ave
PO Box 97
Ivanhoe, MN 56142
Phone 507.694.1464 Fax 507.694.1101



Haul Road/Detour Request

Project No. _____

The Township of _____ hereby agrees to allow the Contractor
_____ to utilize Township roads as a haul road or detour. The
Contractor shall be obligated to restore the roads as obligated by Minnesota Statute 161.25.

Date

Township Officer

Date

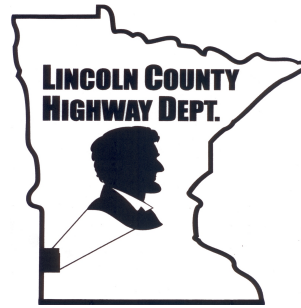
Township Officer

The County of _____ hereby agrees to allow the Contractor
_____ to utilize County roads as a haul road or detour. The
Contractor shall be obligated to restore the roads as obligated by Minnesota Statute 161.25.

Date

County Engineer

Lincoln County Highway Department
221 North Wallace Ave
PO Box 97
Ivanhoe, MN 56142
Phone 507.694.1464 Fax 507.694.1101



Haul Road/Detour Maintenance Release

Project No. _____

The Township of _____ hereby releases the Contractor
_____ of any further obligation pursuant to Minnesota Statute
161.25 for any further restoration of the Township roads utilized as a haul road or detour.

Date

Township Officer

Date

Township Officer

The County of _____ hereby releases the Contractor _____
of any further obligation pursuant to Minnesota Statute 161.25 for any further restoration of
the County roads utilized as a haul road or detour.

Date

County Engineer

THE SCHEDULE OF PRICES AND BACK COVER SHEET HAS BEEN INTENTIONALLY LEFT OUT OF THE “PDF” PRINT OF THIS PROPOSAL. PLEASE VISIT OUR WEBSITE AT, WWW.LINCOLNCOUNTYMN.GOV, OR CONTACT THE LINCOLN COUNTY HIGHWAY DEPARTMENT AT 507-694-1464 FOR INSTRUCTIONS ON HOW TO REQUEST THE SCHEDULE OF PRICES AND BACK COVER SHEET. THESE SHEETS WILL BE EMAILED TO YOU FOR INSERTION INTO THE PROPOSAL TO MAKE IT COMPLETE.