

WILKIN COUNTY  
HIGHWAY DEPARTMENT

**PROPOSAL**

FOR HIGHWAY CONSTRUCTION AND MAINTENANCE PROJECTS WITH BIDS  
RECEIVED UNTIL 11:00 O'CLOCK A.M. ON MARCH 19<sup>th</sup>, 2025 IN BRECKENRIDGE,  
AT WILKIN COUNTY HIGHWAY OFFICE.

PROPOSAL OF: \_\_\_\_\_

TO FURNISH AND DELIVER ALL MATERIALS AND TO DO AND PERFORM ALL WORK IN  
ACCORDANCE WITH THE CONTRACT, THE PLANS, AND THE APPROVED DEPARTMENT OF  
TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION"  
ALL ON FILE IN THE OFFICE OF THE COUNTY AUDITOR-TREASURER EXCEPT AS  
SPECIFICALLY STATED OTHERWISE IN THE SPECIAL PROVISIONS ATTACHED HERETO,  
FOR

**WILKIN COUNTY SAP 084-619-045**

**LOCATIONS:**        **On CSAH 19, From the Jct. CSAH 8 to TH 210, 6.979 Miles**

**TYPE OF WORK:**        Milling Bituminous, Stabilized Full Depth Reclamation, Bituminous  
Surfacing, and Aggregate Shouldering

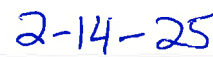
**STARTING DATE:**        on or before May 19<sup>th</sup>, 2025

**COMPLETION DATE:**    **40 working days**

**CONTRACT NO. :**        2025-1

I certify that this proposal was prepared by me or under my direct supervision and that I  
am a registered professional Engineer under the laws of the State of Minnesota.

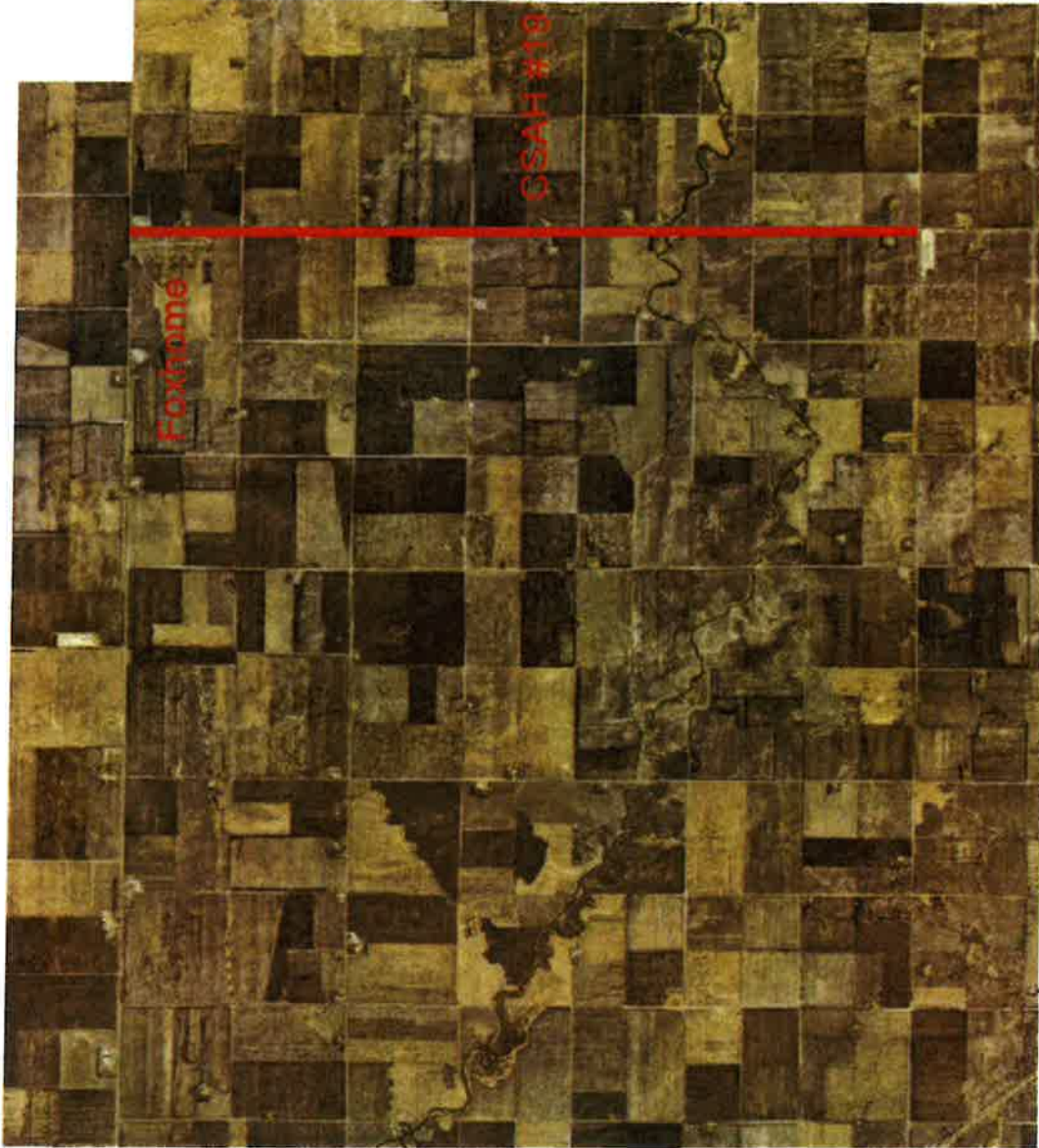
  
Troy Wright Lic. No. 58724

  
Date

.....  
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 TELE. NO. 651-296-1796

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SAP 084-619-045

SFDR on CSAH #19 from CSAH 8 to TH 210



WILKIN COUNTY CSAH AND CR LOCATIONS



Notice is hereby given that sealed bids will be received by Wilkin County Board of Commissioners at the office of the County Engineer, 515 South 8th Street, Breckenridge, Minnesota 56520, until 11:00 am on March 19th, 2025, for the following:

Construction for Bituminous Milling, Full Depth Reclamation, Bituminous Surfacing, and Aggregate Shouldering in Wilkin County, Minnesota. Bids will be opened and read publicly at the Office of the Wilkin County Engineer, 515 South 8th Street in Breckenridge, Minnesota.

**Project and Scope:**

SAP 084 – 619 – 045 Project Length 7 miles

1. 102,170 Sq. Yd. Bituminous Milling
2. 144,046 Sq. Yd. Stabilized Full Depth Reclamation
3. 38,307 Ton Bituminous Mixture

Plans, proposals and special provisions may be examined and secured at the office of the County Engineer at 515 South 8<sup>th</sup> Street, Breckenridge, MN 56520 (or mail to) at a cost of:

Plan & Proposal.....\$60.00per set

Project Plans and Proposals can be found online at <https://mn-co-wilkin.app.rtvision.com/oneoffice>

All bids must be accompanied by a certified check, cashier's check, or bidder's bond, payable to the Wilkin County Treasurer for at least five (5) percent of the Proposal, said check or bond to be forfeited to Wilkin County if an award is made to the bidder and he fails to execute a contract and bond covering same. The owner reserves the right to reject any and all bids, waive any irregularities, hold all bids for a period of 30 days before making an award and to accept the bid which best suits the interest of Wilkin County.

Dated at Breckenridge, Minnesota, this 4th day of February, 2025.

Troy Wright, P.E.  
Wilkin County, Minnesota

**To Wilkin County Board of Commissioners:**

According to the advertisement of Wilkin 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 Wilkin 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 Wilkin 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 Wilkin 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.

**SPECIAL  
PROVISIONS  
FOR**

**S.A.P. 084 – 619 – 045**

The 2020 edition of the State of Minnesota Department of Transportation “Standards Specifications for Construction” shall apply on this Contract, except as modified or altered in the following Special Provisions.

IN

WILKIN COUNTY

Milling Bituminous  
Stabilized Full Depth Reclamation  
Bituminous Surfacing  
Aggregate Shouldering

I hereby certify that these Special Provisions were prepared by me or under my direct supervision and that I am a duly registered professional Engineer under the laws of the State of Minnesota.

Troy Wright      2-14-25  
Troy Wright, Lic. No. 58724      Date



**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 list 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 the 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 Transportation and 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.<sup>1</sup>
- B. **State Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act<sup>2</sup>, Minnesota Fair Labor Standards Act<sup>3</sup>, Minnesota Rules<sup>4</sup>, 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](http://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,<sup>5</sup> 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.<sup>6</sup>
- B. **Bona Fide.** Made or carried out in good faith; authentic.<sup>7</sup>
- C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.<sup>8</sup>
- 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.<sup>9</sup>
- E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.<sup>10</sup>
- F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.<sup>11</sup>
- 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.<sup>12</sup>

<sup>1</sup> Minn. Stat. 177.41

<sup>2</sup> Minn. Stat. 177.41 to 177.44

<sup>3</sup> Minn. Stat. 177.21 to 177.35

<sup>4</sup> Minn. R. 5200.1000 to 5200.1120

<sup>5</sup> MnDOT Standard Specifications for Construction, Section 1103

<sup>6</sup> Minn. Stat. 178.011, Subdivision 2

<sup>7</sup> The American Heritage College Dictionary, Third Edition, 2000

<sup>8</sup> Minn. R. 5200.1106, Subpart 10

<sup>9</sup> Minn. R. 5200.1106, Subpart 2(D)

<sup>10</sup> Minn. Stat. 177.42, Subdivision 7

<sup>11</sup> The American Heritage College Dictionary, Third Edition, 2000

<sup>12</sup> 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.<sup>13</sup>
- I. **Prime Contractor**. An individual or business entity that enters into a Contract with the Department.<sup>14</sup>
- J. **Subcontract**. A Contract that assigns some obligations of a prior Contract to another party.<sup>15</sup>
- 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.<sup>16</sup>
- 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.<sup>17</sup>
- 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.<sup>18</sup>
- 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.<sup>19</sup>
- 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.<sup>20</sup>
- 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.<sup>21</sup>
- 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.<sup>22</sup>

### 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.<sup>23</sup>

<sup>13</sup> Minn. Stat. 178.011, Subdivision 9

<sup>14</sup> Minn. R. 5200.1106, Subpart 2(C)

<sup>15</sup> The American Heritage College Dictionary, Third Edition, 2000

<sup>16</sup> Minn. R. 5200.1106, Subpart 5(C)

<sup>17</sup> Minn. R. 5200.1106, Subpart 7(C)

<sup>18</sup> Minn. R. 5200.1106, Subpart 7(B)

<sup>19</sup> Minn. R. 5200.1105

<sup>20</sup> Minn. R. 5200.1020 to 5200.1060

<sup>21</sup> Minn. R. 5200.1106, Subpart 2(A)

<sup>22</sup> Minn. R. 5200.1106, Subpart 5(A)

<sup>23</sup> 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.<sup>24</sup>
- 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.<sup>25</sup>
- 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.<sup>26</sup>
- 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 form<sup>27</sup> to the MnDOT LCU<sup>28</sup>, 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.<sup>29</sup> 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.<sup>30</sup>
- B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request<sup>31</sup> 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.<sup>32</sup>

#### 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,

<sup>24</sup> Minn. Stat. 177.44, Subdivision 3

<sup>25</sup> MnDOT Standard Specifications for Construction, Section 1801

<sup>26</sup> MnDOT Standard Specifications for Construction, Section 1701

<sup>27</sup> [www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf](http://www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf) for [www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf](http://www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf)

<sup>28</sup> [lcusupport.dot@state.mn.us](mailto:lcusupport.dot@state.mn.us)

<sup>29</sup> Minn. Stat. 177.44, Subdivision 1

<sup>30</sup> Minn. R. 5200.1101 and 1102 and US DOL Dictionary of Occupational Titles

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

<sup>32</sup> Minn. Stat. 177.44, Subdivision 1



power plant, dam or utility<sup>33</sup> 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.<sup>34</sup> 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 greatest<sup>35</sup> 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).<sup>36</sup>
- 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.<sup>37</sup>
1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form<sup>38</sup> and submit it to the MnDOT LCU<sup>39</sup> 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.<sup>40</sup> 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.<sup>41</sup>

<sup>33</sup> Minn. R. 5200.1010, Subdivision 3

<sup>34</sup> United States Department of Labor All Agency Memorandum # 130

<sup>35</sup> Minn. Stat. 177.44, Subdivision 4

<sup>36</sup> Minn. Stat. 177.44, Subdivision 1

<sup>37</sup> Minn. R. 5200.1030, Subpart 2a(C)

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

<sup>39</sup> [lcusupport.dot@state.mn.us](mailto:lcusupport.dot@state.mn.us)

<sup>40</sup> Refer to Appendix A

<sup>41</sup> 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 177.24<sup>42</sup>
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 Contract<sup>43</sup>, unless the Worker is exempt under state law.<sup>44</sup>
- 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:<sup>45</sup>
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:<sup>46</sup>
1. reasonably anticipated to provide a benefit;
  2. a commitment that can be legally enforced;

<sup>42</sup> Minn. Stat. 177.24, Subdivision 4(1-4)

<sup>43</sup> Minn. Stat. 177.44, Subdivision 1

<sup>44</sup> Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4

<sup>45</sup> Minn. Stat. 177.42, Subdivision 6

<sup>46</sup> 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 quarterly<sup>47</sup>, for all hours worked,<sup>48</sup> 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.<sup>49</sup> 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.<sup>50</sup>

## 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.<sup>51</sup> The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.<sup>52</sup>

<sup>47</sup> 29 CRF, Part 5.5(a)(1)(i)

<sup>48</sup> Government and non-government Work

<sup>49</sup> Refer to Appendix B

<sup>50</sup> Minn. Stat. 177.42, Subdivision 6

<sup>51</sup> Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D

<sup>52</sup> 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.<sup>53</sup>
  - 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.<sup>54</sup>
  - 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 period<sup>55</sup> to the Department. A Contractor must pay its employees at least once every 14 calendar days.<sup>56</sup>
- C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:<sup>57</sup>
  - 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.<sup>58</sup>
  - 9. Labor classification(s) title(s) and optional three-digit code for each Worker.

<sup>53</sup> [www.dot.state.mn.us/const/labor/certifiedpayroll.html](http://www.dot.state.mn.us/const/labor/certifiedpayroll.html)

<sup>54</sup> Minn. R. 5200.1106, Subpart 10

<sup>55</sup> Minn. Stat. 177.43, Subdivision 3

<sup>56</sup> Minn. Stat. 177.30 (a)(4)

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

<sup>58</sup> 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".<sup>59</sup> 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.<sup>60</sup>
- 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.<sup>61</sup>
- 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 checks<sup>62</sup> for at least three (3) years after the final payment is issued.<sup>63</sup> 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.<sup>64</sup>
- 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.<sup>65</sup>

## 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.<sup>66</sup>
  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.<sup>67</sup>
  4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.<sup>68</sup>
- 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.<sup>69</sup>

<sup>59</sup> MnDOT Standard Specifications for Construction, Section 1701

<sup>60</sup> MnDOT Standard Specifications for Construction, Section 1801

<sup>61</sup> Minn. Stat. 177.30 (a)(5)

<sup>62</sup> Minn. R. 5200.1106, Subpart 10

<sup>63</sup> Minn. Stat. 177.30(a)(5)

<sup>64</sup> Minn. Stat. 181.032

<sup>65</sup> Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)

<sup>66</sup> Minn. R. 5200.1070, Subpart 1

<sup>67</sup> Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C

<sup>68</sup> Minn. Stat. 178.036, Subdivision 5

<sup>69</sup> 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.<sup>70</sup>
- 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"<sup>71</sup> 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.<sup>72</sup> 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.<sup>73</sup>
- 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.<sup>74</sup>

## **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.<sup>75</sup>
  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.<sup>76</sup>
  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.<sup>77</sup>
  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.<sup>78</sup>
  5. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.<sup>79</sup>
  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.<sup>80</sup>

<sup>70</sup> Minn. R. 5200.1070, Subpart 3

<sup>71</sup> Minn. Stat. 177.44, Subdivision 1

<sup>72</sup> Minn. Stat. 177.44, Subdivision 1

<sup>73</sup> Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723

<sup>74</sup> Minn. Stat. 177.44, Subdivision 1

<sup>75</sup> Minn. R. 5200.1106, Subpart 3B(1)

<sup>76</sup> Minn. R. 5200.1106, Subpart 3B(2)

<sup>77</sup> Minn. R. 5200.1106, Subpart 3B(3)

<sup>78</sup> Minn. R. 5200.1106, Subpart 3B(4)

<sup>79</sup> Minn. R. 5200.1106, Subpart 3B(5)

<sup>80</sup> 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.<sup>81</sup>
  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.<sup>82</sup>
- 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.<sup>83</sup>
- 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.<sup>84</sup> The forms are available on the MnDOT LCU website.<sup>85</sup>
- 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.<sup>86</sup>
  2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.<sup>87</sup>
- 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.<sup>88</sup>
  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.<sup>89</sup>

#### XV. SUBCONTRACTING PART OF THE CONTRACT

<sup>81</sup> Minn. R. 5200.1106, Subpart 4(C)

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

<sup>83</sup> Minn. R. 5200.1106, Subpart 8(A)(1)

<sup>84</sup> Minn. R. 5200.1106, Subpart 10

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

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

<sup>87</sup> Minn. R. 5200.1106, Subpart 3(A)

<sup>88</sup> Minn. R. 5200.1106, Subpart 4(A)

<sup>89</sup> 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.<sup>90</sup> 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.<sup>91</sup> 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.<sup>92</sup>
- C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities<sup>93</sup> to interview Workers at any time during working hours on the project.<sup>94</sup>

## 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.<sup>95</sup>
- 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.<sup>96</sup>
- 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.<sup>97</sup>

## 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.<sup>98</sup>
- 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.<sup>99</sup>
- 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:

<sup>90</sup> MnDOT Standard Specifications for Construction, Section 1801

<sup>91</sup> Minn. Stat. 177.44, Subdivision 5

<sup>92</sup> [www.dot.state.mn.us/const/labor/posterboards](http://www.dot.state.mn.us/const/labor/posterboards)

<sup>93</sup> MnDLI, U.S. DOL., U.S. Department of Transportation, Federal Highways Administration

<sup>94</sup> MnDOT Standard Specifications for Construction, Section 1511

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

<sup>96</sup> Minn. R. 5200.0930, Subpart 4

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

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

<sup>99</sup> MnDOT Standard Specifications for Construction, Section 1801

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.<sup>100</sup>
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.<sup>101</sup>
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.<sup>102</sup>
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.<sup>103</sup>
5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.<sup>104</sup>
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.<sup>105</sup> A Contractor may be fined up to \$1,000 for each failure to maintain records.<sup>106</sup>
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 prosecution<sup>107</sup> and may be grounds for debarment proceedings.<sup>108</sup>
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.<sup>109</sup>
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.<sup>110</sup> If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.<sup>111</sup>
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.<sup>112</sup>

<sup>100</sup> MnDOT Standard Specifications for Construction, Section 1906

<sup>101</sup> Minn. Stat. 16C.285

<sup>102</sup> MnDOT Standard Specifications for Construction, Section 1808

<sup>103</sup> Minn. R. 1230.1150, Subpart 2(A)(4)

<sup>104</sup> Minn. Stat. 177.44, Subdivision 7

<sup>105</sup> Minn. Stat. 177.44, Subdivision 6

<sup>106</sup> Minn. Stat. 177.30(b)

<sup>107</sup> Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63

<sup>108</sup> Minn. Stat. 161.315 and Minn. Stat. 609.63

<sup>109</sup> Minn. Stat. 177.43, Subdivision 6a

<sup>110</sup> Minn. Stat. 177.27, Subdivision 8

<sup>111</sup> Minn. Stat. 177.27, Subdivision 10

<sup>112</sup> Minn. Stat. 181.74, Subdivision 1

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

**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.<sup>114</sup>

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

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

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

**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)<sup>115</sup> (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.

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

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

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

<sup>113</sup> lcusupport.dot@state.mn.us or (651) 366-4238

<sup>114</sup> United States Department of Labor Field Operation Handbook, Section 15f08

<sup>115</sup> United States Department of Labor Field Operation Handbook, Section 15f12

**APPENDIX D****PREVAILING WAGE OVERTIME CALCULATION**

**Overtime Hourly Rate of Pay.** Here is the formula to calculate the required minimum overtime.<sup>116</sup>

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

**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.

<b>OT CALCULATION FORMULA AND EXAMPLES</b>				
<b>OT = (PW * .5) + (HW) + (RF) + (F)</b>				
<b>Hourly Wage Paid</b>	<b>Fringe Benefits Paid</b>	<b><u>Payment To Employee</u>  (PW * .5) + (HW) + (RF)</b>	<b><u>Fringe Payment</u>  + (F)</b>	<b><u>Total Payment</u>  = OT</b>
\$ 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.

<sup>116</sup> 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: 04

Counties within region:

- BECKER-03
- BIG STONE-06
- CLAY-14
- DOUGLAS-21
- GRANT-26
- MAHONOMEN-43
- OTTERTAIL-56
- POPE-61
- STEVENS-75
- SWIFT-76
- TRAVERSE-78
- WILKIN-84

Effective: 2024-11-18

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

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

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

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

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

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-11-18	32.23	22.88	55.11
		2025-05-01	34.50	24.26	58.76



LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-11-18	32.23	22.88	55.11
		2025-05-01	34.50	24.26	58.76
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-11-18	25.00	0.00	25.00
104	FLAG PERSON	2024-11-18	27.50	20.74	48.24
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVMWAGE@STATE.MN.US">DLI.PREVMWAGE@STATE.MN.US</a>			
106	BLASTER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVMWAGE@STATE.MN.US">DLI.PREVMWAGE@STATE.MN.US</a>			
107	PIPELAYER (WATER, SEWER AND GAS)	2024-11-18	35.73	22.88	58.61
		2025-05-01	38.00	24.26	62.26
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVMWAGE@STATE.MN.US">DLI.PREVMWAGE@STATE.MN.US</a>			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-11-18	29.00	20.74	49.74
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	21.39	14.90	36.29
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-11-18	23.04	17.10	40.14
112		2024-11-18	22.15	12.77	34.92

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	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.				
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2024-11-18	33.58	26.79	60.37
		2025-05-05	34.60	29.17	63.77
202	BOOM TRUCK	2024-11-18	30.21	22.55	52.76
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	25.00	2.00	27.00
204	OFF-ROAD TRUCK	2024-11-18	51.13	3.48	54.61
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-11-18	35.00	13.24	48.24
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2024-11-18	34.94	26.79	61.73
		2025-05-05	36.03	29.17	65.20
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)
<b>GROUP 3</b>	2024-11-18	33.92	26.79	60.71
	2025-05-05	34.96	29.17	64.13
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
315				FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
316				LOCOMOTIVE CRANE OPERATOR
317				MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
318				MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
319				TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
320				TANDEM SCRAPER
321				TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
322				TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)
<b>GROUP 4</b>	2024-11-18	33.58	26.79	60.37
	2025-05-05	34.60	29.17	63.77
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 TIED OR STEEL DRUMMED (EIGHT TONS AND OVER)
328				BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
329				BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
330				CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
331				CHIP HARVESTER AND TREE CUTTER
332				CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
333				CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
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, PLANING, 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)			
<b>GROUP 5</b>	2024-11-18	31.71	26.79	58.50

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-05	32.64	29.17	61.81
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)				
<b>GROUP 6</b>		2024-11-18	31.06	26.79	57.85
		2025-05-05	31.95	29.17	61.12
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				
<b>TRUCK DRIVERS</b>					
<b>GROUP 1</b>		2024-11-18	28.92	21.35	50.27
601	MECHANIC , WELDER				
602	TRACTOR TRAILER DRIVER				
603					

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)					
<b>GROUP 2</b>		2024-11-18	35.66	18.07	53.73
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>		2024-11-18	31.93	25.00	56.93
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>		2024-11-18	31.93	25.00	56.93
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2024-11-18	17.50	0.00	17.50
702	BOILERMAKERS	2024-11-18	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	2024-11-18	35.88	23.20	59.08
704	CARPENTERS	2024-11-18	36.49	28.29	64.78
		2025-01-01	36.49	28.29	64.78
		2025-05-01	41.69	28.29	69.98
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVWAGE@STATE.MN.US">DLI.PREVWAGE@STATE.MN.US</a>			
706	CEMENT MASONS	2024-11-18	45.17	24.22	69.39
707	ELECTRICIANS	2024-11-18	46.00	30.00	76.00
		2025-07-01	50.86	30.00	80.86



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
711	GROUND PERSON	2024-11-18	40.14	0.00	40.14
712	IRONWORKERS	2024-11-18	41.19	35.68	76.87
713	LINEMAN	2024-11-18	36.26	6.93	43.19
714	MILLWRIGHT	2024-11-18	44.38	28.92	73.30
		2025-01-01	44.38	28.92	73.30
		2025-05-01	48.13	29.41	77.54
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-11-18	32.38	25.28	57.66
		2025-05-01	34.98	25.28	60.26
716	PILEDRIIVER (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	47.91	20.04	67.95
719	PLUMBERS	2024-11-18	44.78	23.04	67.82
721	SHEET METAL WORKERS	2024-11-18	27.00	3.33	30.33
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
727	WIRING SYSTEM TECHNICIAN	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
728	WIRING SYSTEMS INSTALLER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			

LABOR CODE AND CLASS	EFFECT DATE    BASIC RATE    FRINGE RATE    TOTAL RATE
729                      ASBESTOS ABATEMENT WORKER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>
730                      SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>

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

## SPECIAL PROVISIONS DIVISION B

**B-1     (1203) ACCESS TO PROPOSAL PACKAGE**

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications

**B-2     (1206) PREPARATION OF PROPOSAL**

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

**MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.**

**MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:**

**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) Non-collusion affidavit; and
- (5) Any other forms included in the Proposal Package.

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

**B-3 (1208) PROPOSAL GUARANTY**

The provisions of MnDOT 1208 are supplemented and/or modified with the following:

The Bidder shall include with its Proposal a Proposal Guaranty that meets the following requirements:

- (1) Equal to 5 percent of the total amount of the Proposal
- (2) Made payable to the Department
- (3) In the form of a certified check, a cashier's check, or a bond

If providing a Proposal Guaranty in the form of a bond, the bond must meet the following requirements:

- (1) Issued by a corporation authorized by the Minnesota Department of Commerce to contract as a Surety in the State of Minnesota
- (2) Conditioned on execution of the Contract in accordance with 1306, "Execution and Approval of Contract"

**B-4 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS**

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.

**B-5      (1211) COMBINATION OF CONDITIONAL PROPOSALS**

The provisions of 1211 are hereby modified to the extent that:

The first sentence of the first paragraph is deleted and the following substituted therefore: Any bidder may submit Conditional Proposals for two or more projects which are let at the same time only when they are adjoining or for a different type of work in the same section of highway, subject to other provisions to the contrary elsewhere in these special provisions.

**B-6      (1212) OPENING OF PROPOSALS**

The provisions of MnDOT 1212 are deleted 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.

**B-7      (1305) REQUIREMENT OF CONTRACT BOND**

The provisions of Mn/DOT 1305 are hereby deleted and replaced with the following:

The successful bidder shall furnish a payment bond equal to the contract amount and a performance bond equal to the contract amount as required by Minnesota Statutes, section 574.26. The surety and form of the bonds shall be subject to the approval of the contracting authority.

The contracting authority shall require for all contracts less than or equal to five million dollars (\$5,000,000.00), that the aggregate liability of the payment and performance bonds shall be twice the amount of the contract. All contracts in excess of the five million dollars (\$5,000,000.00) shall have an aggregate liability equal to the amount of the contract.

**B-8      (1701) LAWS TO BE OBSERVED**

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

**1701.7 COMPLIANCE WITH TAX LAW REQUIREMENTS**

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](http://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](http://www.revenue.state.mn.us)).

**B-9      (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 attention before the damage is done.

**B-10      (1714) RESPONSIBILITY FOR DAMAGE CLAIMS**

Responsibility for damage claims shall be in accordance with the provisions of 1714, except as modified as follows:

The first paragraph of 1714 is revised to read as follows:

The Contractor shall indemnify, defend and save harmless the State of Minnesota, the County of Wilkin, their officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark, or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order, or decree.

**B-11      (1717) AIR, LAND, AND WATER POLLUTION**

**NEW 06/28/24**

Add the following to MnDOT 1717.2:

The Contractor shall not use recycled concrete aggregate (RCA) in temporary work such as causeways, staging areas, or stockpiles that will be in contact with surface water or groundwater. The Contractor shall:

- 1) Manage stormwater runoff from temporary work such as laydown areas, staging areas, and stockpiles that contain RCA. Prevent any discharge outside of construction limits or into surface water of water that is turbid or has a pH of greater than 8.5 or less than 6.0.



- 2) Monitor runoff from temporary work containing RCA during every stormwater inspection. Check for pH and turbidity. Monitor more frequently if needed to maintain acceptable clarity and pH.
- 3) Provide a Site Management Plan showing how they will manage stormwater runoff, monitor the pH and clarity of runoff, and isolate crushed concrete from surface water and groundwater as described above.

**B-12      (1801) SUBLETTING OF CONTRACT**

The provisions of MnDOT 1801 are modified as follows:

For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of “responsible contractor” in Minnesota Statutes §16C.285, subdivision 3. The Contractor shall obtain verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department’s request.

**B-13      (1903) INCREASED OR DECREASED QUANTITIES**

Wilkin County reserves the right to increase or decrease the quantities of any item without adjustments in the contract unit prices and the provisions of 1903 shall not apply.

**B-14      (1906) PARTIAL PAYMENTS**

Partial payments in excess of 95 per cent of the value of the completed work will not be made under this contract.

**B-15      (1908) FINAL PAYMENT**

The following shall be added to the Provisions of 1908:

Before final payment is made for the work on this project, the Contractor must make a satisfactory showing that he has complied with the provisions of Minnesota Statutes Annotated 290.92 requiring the withholding of State Tax Wages paid employees on this project. Receipt by the Wilkin County Auditor of a certificate of Compliance from the Commissioner of Taxation will satisfy this requirement. The Contractor is advised that before such certificate can be issued, he must first place on file with the commissioner of taxation, an affidavit that has complied with the provisions of M.S.A. 290.92.

The required affidavit form will be supplied by the Commissioner of Taxation, Centennial Building, St. Paul, Minnesota, 55101, on request.

Before final payment is made for work on this project, the Contractor must make a satisfactory showing that he has made a settlement with the owner or owners of the gravel, sand, binder soil, or rock deposits for which the Contractor selects as a source of material. An affidavit signed by the owner or owners to the effect that the Contractor has paid in full for all materials removed, which were used on this project, and that the pit has been left in a satisfactory condition to the property owner or owners, shall be delivered to the Wilkin County Engineer at the County Highway Department Office.

If this Contract contains a “Minority Business Enterprise” goal, the following shall apply: “Before final payment is made, the Contractor shall also complete an affidavit showing the total dollar amounts of work performed by the disadvantaged business enterprises (DBE) and women business enterprises (WBE).



**B-16      IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

By signing this bid, the bidder will be deemed to have stipulated as follows:

(a) That any facility to be utilized in the performance of this Contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et. Seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. Seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

(b) That the State Transportation Department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

**B-17      RESPONSIBLE CONTRACTOR**

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 SUMITTED 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.

## **SPECIAL PROVISIONS**

### **DIVISION S**

**S-1 GOVERNING SPECIFICATIONS**

The Minnesota Department of Transportation Standard Specifications for Construction, 2020 Edition shall apply on this Contract except as modified or altered in the following special provisions.

**S-2 (1707) PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall provide flag workers at all times during the construction operations except as may be allowed by the Project Engineer. The use of flag workers will be considered incidental to Traffic Control and no direct compensation will be made therefor.

**S-3 (1710) TRAFFIC CONTROL DEVICES**

All signs and warning devices for SAP 084-619-045 shall be furnished by the Contractor. See the Traffic Control Sheet in the Plan.

**S-4 (1803) PROSECUTION OF WORK**

The provisions of 1803 are modified to the extent that the "Progress Schedule" (bar chart or critical path diagram) referenced in 1803.1 and elsewhere will not be required on this Project. This shall, however, in no way lessen the Contractor's responsibility for (1) providing the engineer with the notifications required by the provisions of 1803.2; and (2) prosecuting the work diligently, as required therein, so as to assure a satisfactory progress towards a timely completion of the Project.

**S-5 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

The Contract Time will be determined in accordance with the provisions of 1806:

All construction operations shall begin on or before **May 19<sup>th</sup>, 2025**.

Contractor must complete all Work to meet the requirements of 1516.2 (Project Acceptance) under this Contract within **40 working days**.

Contractor must complete all Work to meet the requirements of 1516.3 (Completion of the Work) under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with 1908.2.

**S-6 (1807) FAILURE TO COMPLETE THE WORK ON TIME**

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 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-7 (2104) SALVAGE AGGREGATE SHOULDERING**

Salvaged Aggregate Shouldering from SAP 084-619-045 is to be incorporated with the bituminous millings for Class 1 Modified Surfacing Material. Excess Salvaged Aggregate Shouldering shall become property of the County and shall be hauled to CSAH #17 from CSAH #8 to CR #158 applying at a rate of 1,000 ton per mile, CR #160 from 310<sup>th</sup> Ave. to East County Line applying at a rate of 600 ton per mile, and CR #162 from CR #169 to CSAH #19 applying at a rate of 600 ton per mile. The County will place the material delivered by the Contractor to CSAH #17, CR #160 and CR #162. The Contractor shall provide a dump man, which is incidental to Salvage Aggregate Shouldering. If any salvaged aggregate shouldering material remains after incorporating with the bituminous millings for Class 1 Modified Surfacing Material and hauling to CSAH #17, CR #160 and CR #162 it shall be hauled to CR #160 from 310<sup>th</sup> Ave. to East County Line applying at an even rate until salvaged material is gone.

**S-8 (2118) AGGREGATE SURFACING (Class 1 Modified)**

Aggregate Shouldering construction shall be performed in accordance with the Provisions of 2118, except as modified below:

**Compaction shall be achieved by the "Quality Compaction Method" described in Mn/DOT 2211.3D.2.b and comply with the requirements of 2106.3.G.2.**

**Measurement of Aggregate Surfacing will be made by the Ton, aggregate surfacing placed as per Plans.**

**Mn/DOT 2221.1 is revised to read as follows:**

This work shall consist of constructing one or more courses of Contractor certified aggregate on shoulders adjacent to concrete or bituminous pavements. The aggregate shall be placed under the Contractor's quality control program in accordance with the MNDOT Grading and Base Manual.

**Mn/DOT 2221.2 is revised to read as follows:**

The Aggregate Shouldering Special shall consist of Bituminous Millings (90%) from this project blended with 10% of the Salvaged Aggregate Shouldering from this project. The only gradation requirements are that 100% must pass the 1½" sieve and 95-100% must pass the 1" sieve. The material shall be free from clumps when placing on the shoulder. **This may require screening and/or crushing before placement.**

Water shall be applied to all shouldering material during the mixing and spreading operations so that at the time of compaction the moisture content is not less than 5 percent dry weight.

After the 2<sup>nd</sup> lift of bituminous pavement is constructed and before the 3<sup>rd</sup> lift of bituminous pavement is constructed, a 2-foot fillet/rollover outside of the paved shoulder shall be constructed by the Contractor.

Immediately after all Aggregate Surfacing Class 1 Modified has been placed, watered, shaped and compacted, the contractor shall supply a motor grader to drag a crusher screen over the gravel inslope twice. This includes the inslopes of the gravel shoulders on all main line and radius's on crossroads, driveways and field approaches to blend the aggregate shouldering into the existing inslope as shown on the typical sections. The County will provide the crusher screen, chain, and sandbags. Dragging the crusher screen will be considered incidental to the AGGREGATE SURFACING (Class 1 Modified) and no direct compensation will be made therefore.

**Payment will be made under Item 2118.509 Aggregate Surfacing Class 1 Mod (LV) at the Contract bid price per ton, which shall be compensation in full for all labor and equipment needed to construct the aggregate shoulders.**

**S-9 (2123) EQUIPMENT HOURS**

Equipment hours have been provided for any additional work that the County deems necessary to the project.

Equipment hours have been provided for widening the milled areas to accommodate paving and milling equipment, maintaining drainage and any additional work the County deems necessary for the project.

**S-10 (2215) STABILIZED FULL DEPTH RECLAMATION (SFDR)**

MnDOT 2215 is hereby modified and or supplemented with the following:

**2215.1 DESCRIPTION**

Construct a stabilized full depth reclamation (SDFR) layer by:

Pulverizing and blending the in-place bituminous pavement structure with a portion of the underlying material, mixing it with a liquid stabilizing additive and additional material, if required, shaping and compacting. The process is performed in two steps: an initial pulverization and compaction, and a final pulverization, mixing and compaction.

**A Definitions**

**A.1 Pulverized (un-stabilized) Material**

Pulverized Material is produced by grinding the bituminous pavement with a portion of the underlying granular material.

**A.2 Liquid Stabilized Material**

Liquid Stabilized Material is pulverized material that had a liquid stabilizing additive added to it. It may also include additional stabilizing materials such as add rock. The liquid stabilizing additive shall be Team Lab's T15 BASE ONE, or approved equal. For the purposes of this specification, Base One has been utilized. If an approved equal is requested by the Contractor, appropriate modifications for mix design and application shall be approved by the Engineer.

**2215.2 MATERIALS**

**A SFDR Design Parameters**

The SDFR mix design shall comply with the liquid stabilizing additive's manufacturer recommendations.

**B Gradation**

Gradation Requirements:

Unstabilized Portion:	3" Sieve Size =	100% passing
	2" Sieve Size =	90 – 100% passing
Stabilized Portion:	1.5" Sieve Size =	98 – 100% passing

**C Liquid Stabilizing Agent**

BASE ONE, a liquid based aggregate stabilization product that is diluted and applied with water, distributed and available from Team Laboratory Chemical Corporation, PO Box 1467, Detroit Lakes, MN 56502. (800) 522-8326.

**C.1 The BASE ONE Stabilizer will be provided to the Contractor by the County for this project.**

**D Additional Aggregates**

Additional aggregate, as required by the Engineer, meeting the requirements of MnDOT 2211, Aggregate Base Class 5.

**E Water**

Provide mixing water that meets 3906, "Water for Concrete and Mortar".

**2215.3 CONSTRUCTION REQUIREMENTS**

**A General**

The initial pulverization and compaction shall be to a depth of 8 inches and to a width of 34 feet, per the plans and all approaches from the edge of road to the R/W line.

All vegetation and topsoil adjacent to the surface that is to be reclaimed shall be removed prior to the start of pulverization.

Provide water in order to obtain maximum density.

Stabilize when:

1. The atmospheric temperature is 40 degrees F and rising.
2. It is not foggy or rainy
3. Freezing temperatures are not predicted within 48 hours after placement of any SFDR.

Atmospheric temperature and predicted weather requirements are determined by the Engineer.

**B Equipment**

**B.1 Reclaiming Machine**

Provide a self-propelled reclaiming machine with the ability to:

1. Uniformly pulverize the pavement and the underlying layer to the specified depth and gradation requirements.
2. Thoroughly mix the reclaimed pavement while injecting the liquid stabilizing additive and automatically metering it with a variation of not more than +/- 0.2 percent by weight of the Base One.
3. Automatically control cross-slope and control cutting depth to within +/- ¼ inch of the depth shown in the plans.



4. Maintain the designed content of overlapped mixtures by adjusting the application of liquid stabilizing mixture for the width of pulverized layer. Automatically maintain the designed application rate regardless of machine speed, depth of cut, and number of operating nozzles. Provide means for automatically cleaning nozzles and continual observation and measurement by the operator.
5. The injection system shall accurately and uniformly add the specified percent of water/Base One mixture to the reclaimed material.

## **B.2 Rollers**

### **B.2.a Pneumatic Tired Roller**

Provide at least one pneumatic tired roller that meets the requirements of 2360.3.B.2.e(2) and has a minimum weight of 25 tons.

### **B.2.b Pad Foot Vibratory Roller**

Use a pad foot roller weighing at least 12.5 ton.

## **B.3 Motor Grader**

Use a self-propelled motor grader with a minimum 12 foot wide blade.

## **C Pulverization**

Pulverize (grind) and uniformly blend the in-place bituminous pavement with the underlying granular base to the gradation requirements.

If needed, uniformly spread additional material across the roadway surface to be reclaimed before incorporating it into the reclaim mixture.

Correct reclaim sections that do not comply with gradation by re-pulverizing.

During the pulverization operation, the Contractor shall physically perform a depth check every 1000 feet per machine width for initial pulverization and stabilization.

## **D Spreading and Compaction of the Unstabilized Material**

Spread, shape and compact the pulverized material to the profile and cross-section shown in the plans.

Place and compact pulverized (unstabilized) materials in maximum 10 inch lifts.

Blend, add water, spread, compact and shape pulverized material by the end of each workday, and before any significant rainfall events occur.

## **E Mixing/Injecting**

Produce the SFDR layer by mixing and injecting the liquid stabilizing additive and water into the pulverized pavement.

Base One shall be injected at a rate of **0.005 gallons per square yard per inch of stabilized reclamation depth**. Base One should be diluted with water to bring the reclaimed material to the required moisture content for compaction.



Maintain a minimum moisture content of 7 percent by dry weight during compaction.

**SFDR shall be to a depth of 8 inches and to a width of 34 feet, per the plans. The amount of Base One required for this project is 5,550 gallons.**

Use a minimum 6-inch overlay between passes of the reclaimer.

Demonstrate that the liquid stabilizing additive is uniformly blended. If the first mixing is not uniform, remix the stabilized layer until uniformity is achieved.

Obtain the Engineer's and the manufacturer's representative approval to apply the liquid stabilizing additive greater or less +/- 0.2 percent by weight compared to the manufacturer's recommendations.

Spraying the product onto the surface or on windrows is not allowed.

#### **F      Compaction of the Stabilized Material**

Complete the initial compaction directly behind the reclaimer with a pad foot vibratory roller. Compaction of the stabilized material shall be by the Quality Compaction Method.

#### **G      Shaping and Compacting of the Stabilized Material**

Remove any remaining pad foot marks and spread the material. Final grading and compaction shall commence while the stabilized material is still workable and shall be done by a motor grader and pneumatic tired roller. The reclaimer, roller and motor grader shall adjust production rates to match the capacity of other equipment involved in the train. All stabilized material shall have final grading and compaction completed when operations are halted at days end.

#### **H      Workmanship, Quality, Repair and Maintenance**

Maintain the compaction, quality, integrity, the profile and cross-section to within the criteria of 2215.3E and properties of the SFDR layer during the curing period until the placement of the next layer.

The Contractor shall allow the Base One treated surface to **cure for a minimum of 10 calendar days** prior to paving. Traffic will be allowed to travel on the surface upon completion of compaction. Should the Base One treated surface be exposed to significant rainfall (more than 4 hours of continuous rainfall per day) during the recommended 10 day cure period, the SFDR will be allowed a minimum of one additional "dry" day (no rainfall) to cure for each day of significant rainfall. **Working days will not be charged for cure days or "dry" days.**

Immediately prior to placement of the next layer, clean the SFDR surface and remove loose aggregate. Repair ruts, potholes, washboarding and other distortions.

Prior to paving, water will be applied for dust control, when directed by the Engineer.

**S-11 (2232) MILL BITUMINOUS SURFACE**

Salvaging Bituminous Pavement shall be performed in accordance with the provisions of 2232 except as modified below:

The excess Milled Bituminous Surface from this project not used in Bituminous Paving operations (RAP) or not used in the Aggregate Surfacing Material shall become property of the County and hauled to CSAH #17 from CSAH #8 to CR #158 applying at a rate of 1,000 ton per mile. The County will place the material delivered by the Contractor to CSAH #17. The Contractor shall provide a dump man, which is incidental to Mill Bituminous Surface.

The Contractor will be allowed to use Milled Bituminous Surface material from this project for Bituminous Paving operations (RAP) and to produce Aggregate Surfacing Material as listed in Special Provisions under 2118 Aggregate Surfacing.

The Contractor shall be responsible for cleaning the entire project once the milling operations are completed. All work associated with the removing of all bituminous from this project as directed by the Project Engineer will be incidental to Item 2232.504 Mill Bituminous Surface.

**S-12 (2357) BITUMINOUS TACK COAT**

Bituminous tack coat shall be constructed in accordance with the provisions of 2357, except as modified below:

The Bituminous Material for the Tack Coat shall be CQS-1H. See Plans for application rates.

**S-13 (2360) PLANT MIXED ASPHALT PAVEMENT**

Add the following to MnDOT 2360.3.

Evaluate pavement Smoothness requirements using equation HMA-A as specified in MnDOT 2399.3D.

**S-14 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL GOVERNMENT UNIT)**

**REVISED 06/30/22**

MnDOT 2360 is modified and/or supplemented with the following:

Add the following to MnDOT2360.1B

Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Type SP 9.5 Wearing Course Mixture (2,C)	SPWEA230C
Type SP 12.5 Non-Wearing Course Mixture (2,B)	SPNWB230B

Delete the first paragraph of MnDOT 2360.3D.1 and replace with the following:

Compact the pavement to at least the minimum required Maximum Density values in accordance with Table 2360.3-1

Delete MnDOT Table 2360.3-2.

Delete MnDOT 2360.3.D.1.j and replace with the following:

D.1.j Companion Core Testing

The Department will select at least one of the two companion cores per lot to test for verification.

Delete MnDOT 2360.3.D.1.n Longitudinal Joint Density.

Delete MnDOT 2360.3.D.1.p Shoulders.

Delete MnDOT Table 2360.5-6 Incentive and Disincentive Schedule for Longitudinal Joint Density, 4 percent Design Void.

Delete MnDOT Table 2360.5-7 Incentive and Disincentive Schedule for Longitudinal Joint Density, 3 percent Design Void.

The second and final lift of bituminous approaches shall be paved ahead of the third and final lift of mainline paving.

Use asphalt binder supplier recommendations for mixing and compaction temperatures.

The bituminous material for mixture shall be **Performance Grade 58S-28 & 58H-34**. The asphalt cement shall be supplied from a MnDOT certified source.

The voids in mineral aggregate (VMA) of the mixture at design and during production shall meet a minimum of 14.0% VMA shall be calculated according to the procedures outlined in the Asphalt Institutes SP-2 or MS-2 manual. VMA is a design and acceptance/process control requirement.

The allowable RAP percentage in the Mixture requirements follow Table 2360.2-5 in the 2020 Standard Specifications for Construction Manual.

The bituminous mixture shall consist of Hot Mix Asphalt. No warm Mix Asphalt additive or process will be allowed on any project covered by these special provisions.

A water truck will be required to cool the bituminous surface during the entire paving and shouldering process. No direct compensation will be made for water used in conjunction with the paving and shouldering operations.

**S-15 (2580) INTERIM PAVEMENT MARKING**

Interim Pavement Marking work shall be required after the Wearing Course Mixture is placed. The Contractor shall place Temporary Raised Pavement Markers in accordance with MnDOT Spec. 2580.501.

**S-16 CONTRACTOR'S RESPONSIBILITY**

Any work not acceptable to the County will be the responsibility of the Contractor to correct at his expense. The County reserves the right to terminate this agreement at any time if they feel the work is unsatisfactory to the County or if the Contractor fails to correct work as requested by the County. All work will be performed by for profit contractors and subject to the County's approval.

**S-17 UNSUITABLE CONDITIONS**

If in the opinion of the Engineer, either weather or soil are unsuitable for commencement of the whole contract or any portion therefor, he shall advise the Contractor of the following:

1. Construction shall not be started.
2. Construction to be finished on that portion on which he may be working.
3. Contractor shall not proceed with any other portion of the contract.
4. All work shall be suspended until such time as weather and soil conditions permit satisfactory work.

#### **S-18    GRAVEL TAX**

The attention of bidders is particularly directed pursuant to Minnesota Statutes Section 298.75 effective January 1, 1993. A production tax of 10 (ten) cents per cubic yard or 7 (seven) cents per ton on all non-metallic natural mineral aggregate which includes but limited to: Sand, Silica, Gravel, Building Stone, Crushed Rock, Limestone and Granite.

#### **REPORTING REQUIREMENTS**

By April 14, July 14, October 14 and January 14, operators must file with the County Auditor, in the County of removal such information under oath as the Auditor requires relative to the quantity of material removed in the preceding calendar quarter. The April report covers the months of January - March, the July report covers the months of April - June, the October report covers the months of July - September, and the January report covers the months of October - December. The information necessary includes amount of material removed, county of removal, county to which transported and tax due.

#### **FAILURE TO REPORT OR ERRONEOUS**

The County Auditor shall calculate the tax by the fifth working day after the due date of the report and notify the operator by registered mail. The operator then has 30 (thirty) days to object by written statement filed with the County Auditor. A petition of objection will be treated pursuant to Minnesota Statue, 278.03-278.13 (Real Estate Taxes, Objectives, Defenses).

#### **PENALTY**

\$5.00 (five dollar) fine per day for 30 (thirty) days to be imposed beginning 14 (fourteen) days after the Auditor sends the notices of tax due to the operator.

After the first 30 (thirty) days, a fine of \$10.00 (ten dollars) per day will be imposed against the operator unless the operator files an objection.

After 60 (sixty) days from the date of notice of taxes due was sent, the operator is guilty of a misdemeanor unless a report of objection is filed.

It is a misdemeanor to remove aggregate if the taxes from the previous period has not been paid or an objection has not been filed. This includes removal from a stockpile on site.

# **BIDDERS**

## **PLEASE NOTE**

### **S.A.P. 084 – 619 – 045**

Certain specification sections that have been traditionally included in the proposals are now available over the internet. These specifications are also available by request from the Wilkin County Highway Department. This in no way reduces your responsibility to strictly adhere to these specifications.

These segments are listed in the Notice to Bidders in this proposal.

Your signature is required on the Notice to Bidders as a bidder on these projects.

# NOTICE TO BIDDERS

The following specifications are required by this contract and are available by request at the Wilkin County Highway Department and via the internet at the sites listed below:

**Schedule of Materials Control (Local Government Agency) 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, Local Government Agency, is available from Wilkin County Highway Department or via the internet at [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=19624483](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: \_\_\_\_\_



# SCHEDULE OF PRICES

## NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch	JA	Jacked
A-S	Antiseepage	LIN FT	Linear Feet
AB	Asbestos Bonded	LG	Long
ACT	Actuated	MAINT	Maintenance
AGG	Aggregate	MATL	Material
ALUM	Aluminum	MGM	1000 Board Feet
ASB	Asbestos	MET	Metal
ASPH	Asphaltic	MOD	Modification
ASSY	Assemblies	MPA	Metal Pipe Arch
B+B	Balled & Burlapped	MTD	Mounted
BC	Bituminous Coated	NON MET	Non Metallic
BIT	Bituminous	NON PERF	Non-Perforated
BLDG	Building	NON REINF	Non-Reinforced
BR	Bridge	OH	Overhead
CAL	Caliper	P-A	Pipe-Arch
CB	Catch Basin	PAVT	Pavement
CEM	Cement	PERF	Perforated
C and G	Curb and Gutter	PL	Plate
CI	Cast Iron	PNEUM	Pneumatic
C-I-P	Cast-in-Place	PREC	Precast
CL	Class	PREST	Prestressed
COMM	Commercial	PVC	Poly Vinyl Chloride
CONC	Concrete	RCPA	Reinforced Concrete Pipe Arch
COND	Conductor	REINF	Reinforced
CONN	Connection	RELO	Relocation
CONST	Construct	RESTOR	Restoration
CONT	Continuously	RMC	Rigid Metallic Conduit
CP	Cattle Pass	RNMC	Rigid Non Metallic Conduit
CTD	Coated	RDWY	Roadway
CU FT	Cubic Feet	S-G	Sand & Gravel
CU YD	Cubic Yard	SIG	Signal
CULV	Culvert	SPE	Special
CWT	Hundred Weight	SQ FT	Square Feet
DES	Design	SQ YD	Square Yard
DBL	Double	STA	Station
DI	Drop Inlet	STD	Standard
DIAM	Diameter	STL	Steel
DRWY	Driveway	STKPL	Stockpile
EXC	Excavation	STR	Strength
EXP	Expansion	STRUCT	Structural
FAB	Fabric	SPPA	Structural Plate Pipe Arch
FE	Fence	SYS	System
FERT	Fertilizer	T	Traffic
F+I	Furnish & Install	TBR	Timber
FOUND	Foundation	TEMP	Temporary
FT LG	Feet Long	THERMO	Thermoplastic
FURN	Furnish	TRTD	Treated
GA	Gauge	UNDERGRD	Underground
GRAN	Granular	UNTRTD	Untreated
HI	High	VAR	Variable
INP	In Place	VM	Vehicular Measure
INST	Install	WEAR	Wearing

## 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)

**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"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 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"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, 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;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul> |

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

<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

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.

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

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

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
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. ...

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

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

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:</b>	
<b>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.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

Letting Date: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
State Project No.: \_\_\_\_\_  
Bond No.: \_\_\_\_\_

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that We, \_\_\_\_\_,  
\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
\_\_\_\_\_, as Surety, are jointly and severally held and firmly bound unto the State  
of Minnesota, Department of Transportation, as Obligee, in the sum of five percent (5%) of the total amount of  
the proposal price.

The CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall be awarded a  
contract, upon the accompanying proposal dated \_\_\_\_\_ for the performance  
of STATE PROJECT \_\_\_\_\_

and shall, within the time stated in the proposal, enter into a contract for the performance of the work  
and give bond as required by law, then this obligation shall be void; otherwise, the Principal and  
Surety shall pay unto the Obligee the amount of this bond, not as a penalty, but as liquidated  
damages sustained by the Obligee as the result of such failure on the part of the Principal to execute  
said contract and bond.

**SIGNATURES**

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Contractor/Principal)

By: \_\_\_\_\_  
(Officer)

By: \_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

(Surety Corporate Seal)

**ACKNOWLEDGEMENT IN A REPRESENTATIVE CAPACITY**  
**(Corporation, LLC, Partnership or Other Entity)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (name)

and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_  
(name) (title) (title)

of \_\_\_\_\_  
(name and designation of party on behalf of whom the instrument was executed)

Notary Signature: \_\_\_\_\_

Title: Notary

Commission Expiration: \_\_\_\_\_

(Notary Stamp/Seal)

**ACKNOWLEDGEMENT IN AN INDIVIDUAL CAPACITY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (name)

and \_\_\_\_\_  
(name)

Notary Signature: \_\_\_\_\_

Title: Notary

Commission Expiration: \_\_\_\_\_

(Notary Stamp/Seal)

## ACKNOWLEDGEMENT OF SURETY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (name)

as Attorney-in-Fact of \_\_\_\_\_  
(name of surety)

Notary Signature: \_\_\_\_\_

Title: Notary

Commission Expiration: \_\_\_\_\_

(Notary Stamp/Seal)

### NOTICE TO PERSONAL SURETIES:

Bond will not be accepted unless accompanied by a sworn financial statement of each of the sureties.

### NOTICE TO CORPORATE SURETIES:

This bond will not be accepted unless executed by a Minnesota agent, or a duly licensed non-resident-producer, or attorney-in-fact whose name and address must be noted below.

Full Name of Surety Company

\_\_\_\_\_

Home Office Address (Street)

\_\_\_\_\_

City, State and Zip Code

\_\_\_\_\_

Name of Attorney-in-Fact

\_\_\_\_\_

Name of Local Agent and Agency or  
Non-Resident Producer and Agency

\_\_\_\_\_

Address of Local Agency or  
Non-Resident Producer Agency (street)

\_\_\_\_\_

City, State and Zip Code

\_\_\_\_\_

Approved and filed \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Commissioner of Transportation  
Pursuant to Delegation of Authority

**Schedule of Prices**

No.	Item No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION	LUMP SUM	1.00		
2	2051.501	MAINT & RESTORATION OF HAUL ROADS	LUMP SUM	1.00		
3	2104.604	SALVAGE AGGREGATE SHOULDERING (P)	SQ YD	46,538.00		
4	2118.509	AGGREGATE SURFACING CLASS 1 MOD	TON	16,885.00		
5	2123.510	MOTOR GRADER	HOUR	10.00		
6	2215.504	STABILIZED FULL DEPTH RECLAMATION (8") (P)	SQ YD	144,046.00		
7	2232.504	MILL BITUMINOUS SURFACE (5.0") (P)	SQ YD	102,170.00		
8	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	10,900.00		
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	21,934.00		
10	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON	16,373.00		
11	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00		
12	2580.501	INTERIM PAVEMENT MARKING	LUMP SUM	1.00		
13	2582.503	6" SOLID LINE WHITE PAINT	LIN FT	73,708.00		
14	2582.503	4" BROKEN LINE YELLOW PAINT	LIN FT	7,371.00		
15	2582.503	4" SOLID LINE YELLOW PAINT	LIN FT	1,600.00		

GRAND TOTAL BID \$ \_\_\_\_\_

**Bidder**  
**Name:** \_\_\_\_\_

**Bidder**  
**Address:** \_\_\_\_\_

**Bidder**  
**Phone:** \_\_\_\_\_

**Bidder**  
**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

SAP 084-619-045

\$ \_\_\_\_\_

GRAND TOTAL \$ \_\_\_\_\_

The undersigned hereby acknowledges that all requirements included in the proposal, addenda, amendments, plans, standard specifications, and supplemental specifications are a part of this bid and contract.

**Signed:** \_\_\_\_\_

PROPOSAL GUARANTY required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the Wilkin County Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit is found in this proposal which must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**Signed:** \_\_\_\_\_

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the \_\_\_\_\_ day of \_\_\_\_\_, 20

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

doing business under the name and style of

Signed: \_\_\_\_\_, for \_\_\_\_\_ a partnership.

NAME

BUSINESS ADDRESS

Signed: \_\_\_\_\_, for \_\_\_\_\_ a corporation,

incorporated under the laws of the State of Minnesota

Name of President \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Vice-President \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Secretary \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Treasurer \_\_\_\_\_ Business Address \_\_\_\_\_

(NOTE: Signatures shall comply with 1206 of the Specifications.)