

SPECIAL PROVISIONS
DIVISION “S”

S-1 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 SUBMITTED WITH THE BID PROPOSAL.

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

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

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

S-2 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-3 (1206) PREPARATION AND DELIVERY OF PROPOSAL

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

S-3.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-3.2 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.

S-4 (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"

S-5 (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 the Proposals or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

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

S-6 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY and (2563) TRAFFIC CONTROL

The traffic shall be maintained in accordance with the provisions of 1404, and the following:

S-6.1 The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

S-6.2 Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flaggers as required and sufficient barricade weights to maintain barricade stability.

S-6.3 The Contractor shall follow the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and Field Manual of the MUTCD. The Contractor will provide advance-warning signs in accordance with the Traffic Control Plan as well as required signing within the work zone for the project.

S-6.4 Arrangements shall be made with appropriate road authorities prior to installing, any removing, or relocating any signs on highways or streets outside the county right-of-way.

S-6.5 Access is to be provided to the residents that live along the road at all times except for short periods during the day, for items such as roadway excavation operations. Work should be planned so the residents can access their property from one direction or another.

S-6.6 A minimum of two flaggers shall be required for paving and shouldering operations under this contract. Proper lines of communication must be established prior to the start of flagging operations. The flaggers must be able to see each other or have two-way radios designated for proper communication.

S-6.7 Payment will be made under Item No. 2563.601 (Traffic Control) as a lump sum quantity at the contract price which shall be compensation in full for all costs associated with maintaining traffic control for the duration of the project.

S-7 (1603) MATERIALS: SPECIFICATIONS, SAMPLES, TESTS AND ACCEPTANCE

The first paragraph of MnDOT 1603.2 is hereby deleted and replaced with the following:

Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) "Schedule of Materials Control – Local Government Agency" (SMC-LGA). This schedule establishes the size of samples and the minimum rate of testing. The SMC-LGA references the 2020 MnDOT Standard Specifications for Construction and does not set contract requirements for the material.

S-8 (1701) LAWS TO BE OBSERVED

Add the following to 1701, “Laws to be Observed”:

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 written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the Work performed on the Contract have been paid. The Contractor must then provide this written certification to the Department to receive final payment.

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

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

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

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

S-9 (1702) PERMITS, LICENSES AND TAXES

The provisions of 1702 shall apply except as modified below:

The Contractor shall observe County Ordinances and procure all necessary permits.

S-10 (1717) AIR, LAND, AND WATER POLLUTION (MPCA CONSTRUCTION STORM WATER PERMIT)

S-10.1 Add the following to MnDOT 1717.2:

D MPCA CONSTRUCTION STORM WATER PERMIT

The Contractor must prevent, control, and abate the pollution of natural resources of air, land and water caused by the Contractor's operations under this Contract in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (MPCA), and in accordance with this Contract, the provisions of MnDOT 1717, 2573, 2575, and these Special Provisions including the following

The County of Pope has applied for and received coverage under the State of Minnesota Construction Stormwater General Permit, MNR1000001, which is part of the National Pollutant Discharge Elimination System (NPDES) and the State Disposal System (SDS) Program. This Construction Stormwater General Permit is administered by the Minnesota Pollution Control Agency (MPCA) and for the purposes of this provision will be referred to as the CSW Permit or simply the Permit. The Pope County Highway Department has received coverage under the CSW Permit by listing itself as both the Owner and Contractor in the permit application. Upon award of the Contract, the Pope County Highway Department and the Contractor shall execute the CSW Transfer Form (attached to these Special Provisions) to transfer the contractor responsibilities to the Contractor. The Contractor shall submit the completed form to the MPCA which will amend it to the original Permit, thereby making both the Pope County Highway Department and the Contractor co-permittees for the requirements of the CSW Permit. The Contractor is responsible for those portions of the Permit referencing the "operator". A copy of the Permit is available at <http://www.pca.state.mn.us/water/stormwater/stormwater-c.html> or by calling 651-296-6300.

There is no fee for the transfer of the permit. **The Contractor is not authorized to perform any Project work which disturbs soil or which involves work in waters of the State until the Permit transfer forms are signed, dated, and sent to the MPCA. The Contractor must comply with all the requirements of the CSW Permit that apply to the Contractor's operations during the construction phase of the project.** The Contractor shall post the Permit and MPCA's letter of coverage on-site.

D.1 The Contractor must provide an Erosion Control Supervisor as per MnDOT 2573.3. The Contractor is solely responsible for all inspections, maintenance, and records required in Section 11 of the Permit. The Contractor must use standard forms for logging all required inspection and maintenance activities. The Contractor must submit all inspection and maintenance forms used on this Project to the Engineer weekly for retention in accordance with the permit. The Contractor must also have the forms available for on-site review.

The Contractor must immediately notify the Engineer of site visits by Local Permitting Authorities performed in accordance with Section 24.10 of the Permit. The Contractor must obtain the Engineer's approval before starting any Work required by regulatory authorities which (1) the Contractor believes will result in additional compensation from the Department; or (2) will impact the design or requirements of the Contract documents or impact traffic.

D.2 The Contractor must use Emergency Best Management Practices to help minimize turbidity of surface waters and relieve runoff from extreme weather events. The Contractor must report

a stormwater sediment release from the Project Site to the Minnesota Duty Officer and the Resident Engineer at the time the Contractor or Department discovers the release. The Contractor must also immediately contact the State Duty Officer (at 1-800-422-0798 or 1-651-649-5451) during any emergency situation involving an uncontrolled stormwater release.

D.3 The Contractor must review and abide by the instructions contained in the permit package. The Contractor will indemnify and hold Pope County harmless for any fines or sanctions imposed by a regulatory authority and arising from the Contractor's acts or omissions in complying, or failing to comply, with the Permit or erosion control provisions of this Contract.

D.4 The CSW Permit refers to a Storm Water Pollution Prevention Plan (SWPPP). This Project's SWPPP requirement is addressed throughout the Contract, as well as this Project's Plan. The following table identifies CSW Permit requirements and cross-references where this Contract addresses each requirement. This table is for ease of reference only and may be incomplete.

Table SP1717-2
NPDES Permit Requirements

CSW Permit Requirements	Cross-Reference within this Contract
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	MnDOT 1701, 1702; and 1717 Special Provisions: 1717 (MPCA Construction Stormwater Permit)
Certified Personnel in Erosion / Sediment Control Site Management Develop a Chain of Command	MnDOT 1506, 1717, and 2573; Special Provisions: 1717 (MPCA Construction Stormwater Permit)
Certified Personnel in Erosion / Sediment Control Site installation	MnDOT 2573
Project / Weekly Schedule (for Erosion / Sediment Control) Completing Inspection / Maintenance Log / Records	MnDOT 1717 and 2573; Special Provisions: 1717 (MPCA Construction Stormwater Permit)
Project Specific Construction Staging	The Plans; MnDOT 1717; Special Provisions: 1717 (MPCA Construction Stormwater Permit); and 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans; MnDOT 2573, 2574 and 2575
Maintenance of Devices / Sediment removal Removal of Tracked Sediment Removal of Devices	The Plans; MnDOT 1717.2 and 2573.3K, 2573.3.R.; Special Provisions: 1717 (MPCA Construction Stormwater Permit)
Dewatering	MnDOT 2573.3.A.6, 3875; May also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	MnDOT 1717, 2573, 2574 and 2575; Special Provisions: 1717 (MPCA Construction Stormwater Permit), 2574.3.A.1
Permanent Erosion / Sediment Control and Turf Establishment	The Plans; MnDOT 1717, 2573, 2574, and 2575; Special Provisions: 1717 (MPCA Construction Stormwater Permit)

S-10.2 Temporary Pollution Control.

The Contractor shall furnish material, labor and equipment for temporary control measures as shown in the plans or ordered by the Engineer and shall provide for the acceptable maintenance thereof during the life of the Contract, to effectively prevent water pollution through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, silt fences, slope drains, and other control erosion devices or methods approved by the Engineer.

S-10.3 Construction Requirements.

The Engineer shall have authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide

immediate permanent or temporary control measures to prevent contamination of adjacent streams and other water courses, lakes, ponds and areas of water impoundment. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified. In the event of conflict between these requirements and any pollution control laws, rules, or regulations of the Federal, State or local agencies, the more restrictive requirements shall apply.

S-10.4 Measurement and Payment.

All temporary and permanent erosion and pollution control measures necessitated by the Contractor's operations outside the Right of Way, and all temporary erosion control measures necessitated by the Contractor's negligence, carelessness, or failure to properly coordinate the installation of permanent controls as part of the work scheduled within the Right of Way, shall be performed as ordered by the Engineer at the Contractor's own expense.

In case of failure on the part of the Contractor to control erosion, pollution, and siltation, as ordered, the Department reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses so incurred by the Department, including its engineering costs, which are chargeable to the Contractor, as his obligation and expense, will be deducted from any monies due or coming due to the Contractor.

Where the Engineer orders installations of either temporary or additional permanent erosion or pollution control measures, in the absence of any negligence, carelessness, or failure on the Contractor's part to properly schedule and carry out the measures provided for in the contract, and except for such work which is necessitated by the Contractor's operations outside the "Right of Way", the work shall be performed at the Department's expense and payment will be made therefore at appropriate Contract bid prices for like work, or as Extra Work if there is no comparable item of work in the contract.

S-11 (1803) PROGRESS SCHEDULES

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

A pre-construction conference shall be held with the Contractor and all other interested parties at the Engineer's office before any work begins.

S-12 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contract time will be determined in accordance with the provisions of 1806 and the following:

S-12.1 Working days shall be started on **June 2, 2025**. The Contractor must complete all Work to meet the requirements of 1516.2 (Project Acceptance) under this Contract within **40 Working Days**.

S-12.2 The Contractor must complete all Work to meet the requirements of 1516.3 (Completion of Work) under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with 1908.2.

S-13 (1807) FAILURE TO COMPLETE THE WORK ON TIME

The provisions of MnDOT 1807 are supplemented with the following:

S-13.1 The Department will deduct liquidated damages from money due the Contractor for each calendar day that the Work remains incomplete after the expiration of the Contract Time, according to the completion requirements for 1516.2 (Project Acceptance). The Engineer will deduct liquidated damages based on the original Contract Amount and Table 1807-1.

S-13.2 The Department will assess the Contractor a monetary deduction in an amount equal to \$50 for each calendar day that any work specified under 1516.3 (Completion of Work) are not met after the expiration of the 90 day period of the Semi-Final Estimate requirements.

S-14 (1906) PARTIAL PAYMENTS

Partial payments in excess of 95 percent of the value of the completed work will not be made under this contract in accordance with Minnesota Statutes 162.04.

Upon substantial completion, a Semi-Final Estimate will be made in compliance with Minnesota Statute 15.72 with no more withheld than:

- (1) 250 percent of the cost to correct or complete work known at the time of substantial completion; and
- (2) One percent of the value of the contract or \$500, whichever is greater, pending completion and submission of all final paperwork by the contractor or subcontractor. For purposes of this subdivision, "final paperwork" means documents required to fulfill contractual obligations, including, but not limited to those specified in MnDOT 1516.3.

S-15 (1908) FINAL PAYMENT

Before final payment is made for the work on this project, the Contractor must make a satisfactory showing that he/she has made a settlement with the owner or owners of the gravel, sand, binder soil, borrow soil, sod or rock deposits for which the Contractor selects the sources of the 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 material source location has been left in a satisfactory condition to the property owner or owners, shall be provided to the County Engineer.

Before final payment is made, the County shall receive from the Minnesota Department of Revenue the Completed IC-134 form, Affidavit for obtaining Final Settlement of Contract with the State of Minnesota and any Political or Governmental Subdivisions thereof. This form shall be submitted to the Department of Revenue by the Contractor and his/her subcontractor(s) to verify proper withholding of income tax on wages that have been paid.

S-16 (2051) MAINTENANCE AND RESTORATION OF HAUL ROADS

The Contractor shall maintain all haul roads in accordance with the provisions of 2051, except as modified below:

The Contractor is to control the dust and road surface condition at all times. All materials, equipment, and water for dust control deemed necessary for haul road maintenance and safety shall be considered incidental and no direct compensation will be made therefore. In case of failure on the

part of the Contractor to control the dust and maintain the road surface the County reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses incurred by the County, including an overhead charge of 50% of that total, that are chargeable to the Contractor as his obligation and expense, will be deducted from any monies due or coming due to the Contractor.

The Contractor shall make all necessary arrangements concerning the use of haul roads, except Trunk Highways, and shall be fully responsible to the road authority in control for any damages caused by his/her hauling operations, as well as for any other conditions created or imposed.

A haul road condition acceptance letter from each road authority may be required before final payment is made on the contract.

S-17 (2104) SALVAGE AGGREGATE BASE AND BITUMINOUS PAVEMENT

Salvage Aggregate Base and Bituminous Pavement shall be in accordance with the provisions of 2104 and the following:

The Contractor shall salvage the existing bituminous pavement and aggregate base to a minimum depth of 8" from Station 0+15 to Station 9+80 and the existing curve as shown on the plans. This work shall consist of in-place pulverizing and mixing of the existing bituminous pavement structure and underlying aggregate base materials to the depths shown on the Plans so as to produce a homogenous dense graded aggregate base. Additionally, the material shall be removed and temporarily stockpiled in such a way to minimize contamination with underlying road bed materials.

This work will include hauling, placing, spreading, shaping, watering, compacting and maintaining the blended base course material to the proper grade, line and cross-section as shown on the Plans and as provided herein, unless otherwise directed by the Engineer.

S-17.1 The road reclaimer shall be a self-propelled machine capable of effectively pulverizing the in-place bituminous pavement structure and blending a portion of the underlying aggregate base material to the depths shown on the Plans. The machine shall have both an upward and/or downward rotational cutting head and controls to maintain a constant cutting depth so as to produce a uniformly blended aggregate mixture. The reclaimed material shall be pulverized such that 100% of the material passes a 3" sieve and no less than 90% passes a 2" sieve. Multiple passes with a reclaimer may be required to achieve the specified gradation and max particle size.

S-17.2 The method of salvaging this material and stockpile location shall be approved by the Engineer.

S-17.3 The Salvaged Base and Bituminous shall be uniformly placed in two 4-inch lifts on the roadway after completion of the grading. The Salvaged Base and Bituminous shall be compacted using the Quality Compaction Method.

S-17.4 Salvaged Base and Bituminous will be measured by the square yard of material removed at a uniform depth of 8" and will be paid under Item No 2104.604 (Salvaged Aggregate Base and Bituminous Pavement) at the contract unit price per square yard which shall be compensation in full for all cost of removing, processing, hauling, stockpiling, placement and compaction.

S-18 (2106) EXCAVATION and EMBANKMENT

The excavation and embankment shall be constructed in accordance with the provisions of 2106, except as modified and/or supplemented below:

S-18.1 Materials from the top 12 inches of the natural topsoil shall not be used in the upper two feet of the roadbed. All available topsoil shall be salvaged from the project construction limits, including topsoil in fill areas, along slope easements and as directed by the Engineer. Final placement of topsoil is considered INCIDENTAL to Bid Item 2106.507 Excavation-Common.

S-18.2 Any excess excavated material shall be disposed of properly by the Contractor and as approved by the Engineer. Any associated costs are incidental to common excavation.

S-18.3 Construction of entrances shall be INCIDENTAL to Bid Item 2106.507 Excavation-Common, and as directed by the Engineer. The final location of constructed entrances are subject to change from locations depicted in the Plan based on feedback from adjacent landowners.

S-19 (2118) AGGREGATE SURFACING – Shoulder

The aggregate shoulder shall be constructed in accordance with the provisions of 2118, except as modified below:

S-19.1 The aggregate shall conform to the requirements of 3138 for Class 1 Aggregate.

S-19.2 Compaction shall be achieved by the “Quality Compaction Method” as described in MnDOT 2211.3D.2.b.

S-19.3 Shouldering must commence within three days of the completion of final paving on both projects under this contract.

S-19.4 Aggregate shouldering material may be hauled to the Project in uniform vehicle loads with approval of the Engineer. The conversion rate shall be 1.4 tons = 1.0 cubic yards.

S-20 (2211) AGGREGATE BASE – Class 5

The aggregate base shall be constructed in accordance with the provisions of 2211, except as modified below:

S-20.1 The Aggregate Base – Class 5 may be placed according to MnDOT 2211 upon acceptance of the placed Class 5(B) Salvaged Base & Bituminous.

S-20.2 The aggregate to be used for Aggregate Base, Class 5, shall conform to the requirements of 3138 for Class 5 Aggregate modified to require that not less than 8 percent nor more than 12 percent shall pass the #200 sieve.

S-20.3 MnDOT 2211.3.C is supplemented with the following:

In conjunction with the construction, blade-mixing the material will be required as necessary to produce a substantially uniform gradation and moisture content.

When construction of the base has been completed and at the time any additional course is construction thereon, the finished base shall be in reasonably close conformity with the cross sections shown in the Plans and lines and grades directed by the Engineer.

S-20.4 Compaction shall be achieved by the “Quality Compaction Method” as described in MnDOT 2211.3D.2.b.

S-20.5 Aggregate base material may be hauled to the Project in uniform vehicle loads with approval of the Engineer. The conversion rate shall be 1.4 tons = 1.0 cubic yards.

S-21 (2357) BITUMINOUS TACK COAT

REVISED 01/27/23

SP2020-130.1

S-21.1 Delete and replace section MnDOT 2357.2A with the following:

Emulsified Asphalt

AASHTO M 208, “Standard Specifications for Cationic Emulsified Asphalt,” dilution of the emulsion is only allowed by the supplier. NO field dilution is allowed. The storage tank for diluted emulsion must have a recirculation system or agitator that will prevent settlement or separation of the Material.

Table 2357.2-1
Residual Asphalt Content

Emulsion	Minimum Residual Asphalt Content		
	Undiluted	Diluted (7:3), D30	Diluted (8.5:1.5), D15
CSS-1 or CSS-1h	57 percent	40 percent	N/A
CQS-1h	N/A	N/A	53 percent

S-21.2 Delete and replace Table 2357.3-1 in MnDOT 2357.3D with the following:

Table 2357.3-1
Tack Coat Application Rates

Material Type	Application Rates – gallon/square yard			
	CSS-1 or CSS-1h	CSS-1 or CSS-1h	CQS-1h	MC
Surface Type	Undiluted Emulsion	Diluted* Emulsion (7:3) ,D30	Diluted* Emulsion (8.5:1.5), D15	Cutback
New Asphalt	0.04 to 0.06	0.06 to 0.09	0.05 to 0.07	0.05 to 0.07
Old Asphalt† and PCC	0.05 to 0.09	0.07 to 0.135	0.08 to 0.10	0.09 to 0.11
Milled Asphalt and Milled PCC	0.06 to 0.09	0.09 to 0.135	0.09 to 0.11	0.09 to 0.11
Notes: * As provided by the asphalt emulsion supplier (see 2357.2A, “Bituminous Material”) Use when approved by the Engineer † Older than 1 year				

S-21.3 Delete and replace MnDOT 2357.5A with the following:

A Monetary Adjustments

The Department must apply Incentives and Disincentives and may apply monetary deductions for Bituminous Tack Coat. The amounts of these adjustments are deemed reasonable.

The Engineer in conjunction with the Bituminous Engineer may deduct up to 5 percent of the mixture Unit Price for failures related to 3151, "Bituminous Material".

S-22 (2360) PLANT MIXED ASPHALT PAVEMENT

S-22.1 Add the following to MnDOT 2360.3.

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

S-23 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL GOVERNMENT UNIT)
REVISED 06/30/22
SP2020-133

S-23.1 Add the following to MnDOT 2360.1B

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

Type SP 9.5 Wearing Course Mixture (2,B) SPWEA230B

S-23.2 Delete and replace the first paragraph of MnDOT 2360.3D.1 with the following:

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

S-23.3 Delete and replace Table 2360.3-2 of MnDOT 2360.3D.1 with **BLANK**.

S-23.4 Delete and replace MnDOT 2360.3D.1.j 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.

S-23.5 Delete and replace MnDOT 2360.3D.1.n with **BLANK**.

S-23.6 Delete and replace MnDOT 2360.3D.1.p with **BLANK**.

S-23.7 Delete and replace Table 2360.5-6 of MnDOT 2360.5B.13 with **BLANK**.

S-23.8 Delete and replace Table 2360.5-7 of MnDOT 2360.5B.13 with **BLANK**.

S-24 (2582) PAVEMENT MARKINGS

This work shall be performed in accordance with the plans and provisions of 2582 and as supplemented by the following:

S-24.1 Materials shall conform to MnDOT 3591 (Water-Based Traffic Paint) and MnDOT 3592 (Drop-On Glass Beads).

S-25 (3876) SEED

NEW 06/28/24

SP2020-233.1

S-25.1 Delete and replace Table 3876.2-1 with the following:

**Table 3876.2-1
MnDOT Seed Mixes**

Seed Mixture	Application Rate (PLS pounds per acre)
Oats	100
Winter Wheat	100
Oats and Peas	110
Two-year Cover Crop	25
Patch Mix	30
Northern Boulevard	150
Southern Boulevard	160
Turfgrass	200
Snow Fence Ground Cover	84
Mesic Inslope	65
High-traffic Inslope	60
Sandy Inslope	65
Wet Ditch	20
Northeast Roadside	26
Northwest Shortgrass Roadside	26
Northwest Tallgrass Roadside	26
Southern Shortgrass Roadside	26
Southern Tallgrass Roadside	26

S-25.2 Delete and replace MnDOT 3876.2B with the following:

B Blending

Provide Uniformly blended seed mixtures as required by the Contract and meeting the requirements of the Seeding Manual. Blend mixtures according to the requirements of the Department's Approved Seed Vendor Agreement.

B.1 Cover Crop and turfgrass mixtures

Combine all components of cover crop, patch, boulevard, turfgrass, ground cover, and inslope mixtures.

B.2 Roadside and Wet Ditch mixtures

Blend and package components of these mixtures according to size to allow installation from the appropriate seed box of native seeding Equipment and in the following groups:

- (1) Combine seeds of sedges, rushes, and forbs with small or medium seeds for installation with the small seeds box.
- (2) Combine the seeds of grasses and large-seeded forbs for installation with the fluffy seed box.
- (3) Keep the seeds of grain cover crops such as oats and winter wheat separate for installation with the grain box.

S-25.3 For SAP 061-614-006 the application rate for seed mixture “Mesic Inslope” shall be modified to a PLS rate of 100 pounds per acre.

S-26 GENERAL PROVISION STATEMENTS

S-26.1 The State of Minnesota Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 Edition on file in the office of the Commissioner of Transportation, and other Specifications provided herewith shall apply to the contract, except as modified or superseded by the project specifications, contract documents, or drawings.

Where Department is stated in the MnDOT Standard Specifications, it shall also mean Owner or Engineer as may be appropriate for the purpose of this project. All applicable Federal, State, County and City codes and ordinances shall apply.

Numbers in parenthesis following headings refer to MnDOT Standard Specifications. These Special Provisions shall apply to all portions of the construction contracts.

S-26.2 Contractor shall notify all utility companies by means of the Gopher State One Call System prior to commencing work: (Gopher State One Call 800-252-1166)

S-26.3 Every effort shall be made to preserve existing property corners. The Contractor and Inspector shall identify existing corners, which shall be carefully preserved throughout construction unless trench width would require the corner to be removed.

S-27 CONFORMITY WITH PLANS AND SPECIFICATIONS

All work performed and all materials furnished shall be in reasonable close conformity with the lines, grades, cross-sections, dimensions and material requirements, including tolerances, shown in the plans or indicated in the specifications of special provisions, based on the engineering judgment.

If in the opinion of the Engineer, any of the work performed or any of the materials furnished are not within reasonably close conformity with the plans, specifications or special provisions, such work or materials will be considered as unacceptable work or materials and will be subject to provision 1512 (Unacceptable Work) and Provisions 1608 (Unacceptable Materials).