

Contract 02-2022

Lincoln County

Commonly Overlooked Items OR Items of Special Interest

(This sheet is not part of the proposal)

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

- Bids will be opened at the Lincoln County Courthouse located at 319 N. Rebecca, Ivanhoe, MN on Monday May 1st, 2023 at 2:00pm.
- Return the entire proposal with your bid (see Specification 1209)
- Items of interest in the Plans and/or Special Provisions
 - Aggregate shall meet Classification Class A (As described in MnDOT Standard specification 3139.2.A.2.a) and FA-2 gradation requirements.
 - Contract completion date of September 15, 2023. (see Specification 1806)
 - Signature waived on Partial Payments. (see Special Provision 1906)
 - Work shall not be performed in Hendricks July 4th celebration, Tyler during the town celebration on July 21st – 23rd and the Lincoln County Fair July 27th – 30th, Ivanhoe during Polish Days celebration August 10th - 13th. (see Special Provisions 1505)
 - Cooperation by Contractors / known projects in the area. (see Special Provision 1505)
 - Traffic Control for this project is incidental. (see Special Provision 1404, 1707 & 2564)
 - All Seal Coat roads must be completed by August 25, 2023. Work must also be completed within 20 working days upon the start of work. (see Special Provision 1806)
 - All pavement markings on non-seal coat roads must be completed by September 15, 2023. Work must also be completed within 20 working days upon the start of work. (see Special Provision 1806)
 - Use of platform and loader scales. (see Special Provision 1901)
 - Use of Chloride on Haul Roads. (see Special Provision 2051)



HIGHWAY MAP OF

LINCOLN COUNTY MINN.

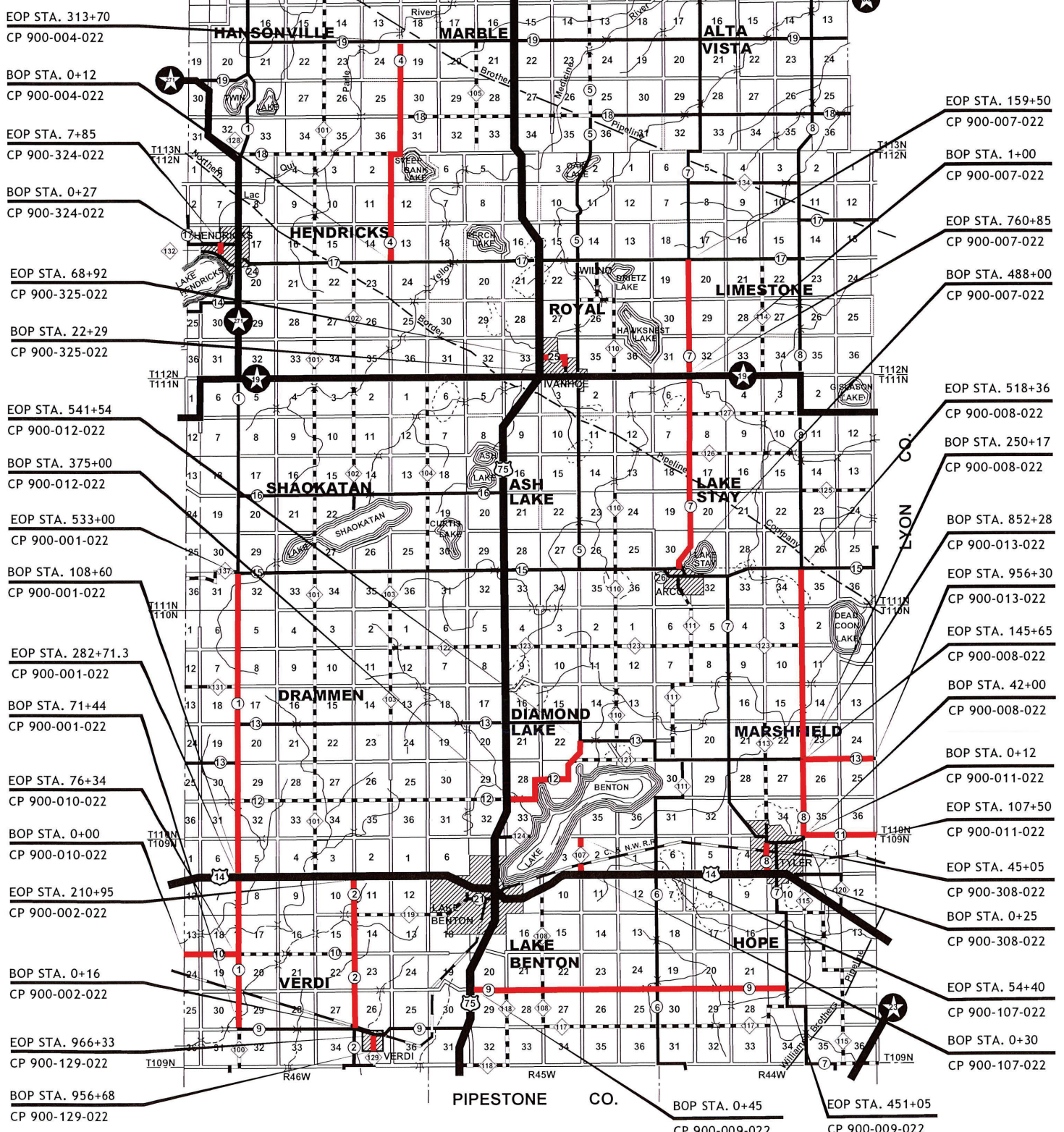
2023 SEALCOAT MAP

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

YELLOW MEDICINE CO.

YELLOW MEDICINE CSAH 16

SCALE: 1 MILE



CERTIFIED BY Joseph M. Wilton
LICENSED ENGINEER

LIC. NO. 54947 DATE: 3-16-23

S.A.P. 041-030-016
SHEET NO. 2 OF 16 SHEETS

Lincoln County
221 North Wallace Avenue
Ivanhoe, MN 56142

*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 2:00 O'CLOCK P.M. ON MONDAY MAY 1, 2023
AT THE LINCOLN COUNTY COURTHOUSE, 319 N REBECCA, IVANHOE, MN 56142
BIDS WILL BE OPENED IMMEDIATELY FOLLOWING

PROPOSAL OF

(NAME OF FIRM)

(ADDRESS)

(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" 2020 EDITION AND "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

CONTRACT NO.: **02-2022**

STATE AID PROJECT NO.: **041-030-016 - CSAH 1, CSAH 2, CSAH 4, CSAH 7, CSAH 8, CSAH 9, CSAH 10, CSAH 11, CSAH 12, CSAH 13, CSAH 24M, CSAH 25M, CSAH 8M, CR 107, & CR 129**

Location/Length: **041-030-016** **Various Locations in Lincoln County (Length 61.405 MI)**

TYPE OF WORK: **SEAL COAT AND STRIPING**

STARTING DATE: **See Special Provisions**

COMPLETION DATE: **September 15, 2023**

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

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

Joseph M Wilson: _____



License Number: 54947

Date: 4-25-2023

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

**SPECIAL PROVISIONS FOR
CP 900-001-022, 900-002-022, 900-004-022, 900-007-022, 900-008-022, 900-009-022,
900-010-022, 900-011-022, 900-012-022, 900-013-022, 900-308-022, 900-324-022, 900-325-022,
900-107-022, 900-129-022**

**LINCOLN COUNTY
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ATTACHMENTS

County Map of Weight Restricted Bridges.....	(1 Page)
Request to Sublet Form.....	(2 Pages)
Attachment "A" Responsible Contractor Verification (Signature Required).....	(5 Pages)
Non-Collusion Declaration (Signature Required).....	(1 Page)
Haul Road/Detour Request.....	(1 Page)
Haul Road/Detour Maintenance Release.....	(1 Page)
Schedule of Prices (Signature Required).....	(1 Page)
Back Cover (Signature Required).....	(1 Page)

To Lincoln County Board of Commissioners:

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

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

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

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

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

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

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

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

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

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

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

Notice to Bidders

The following specifications are required by this contract and are available by request at Lincoln County Highway Department, via the internet on the Lincoln County Highway Department web site <http://www.co.lincoln.mn.us/Departments/Highway.htm> and at the sites listed below:

Equal Employment Opportunity (EEO) Special Provisions (revised 7/12) 38 pages

This contract requires strict adherence to the EEO Special Provisions. It is the contractor's responsibility to make himself/herself familiar with it. EEO Special Provisions are available by request from Lincoln County Highway Department or via the internet at: <http://www.co.lincoln.mn.us/Departments/Highway/eo-specprov.pdf>

2022 SALT Schedule of Materials Control – Local Government Agency (Dated: 2022) 38 pages

This contract requires strict adherence to the Schedule of Materials Control. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the Schedule of Materials Control are available by request from Lincoln County Highway Department or via the internet at: <https://www.dot.state.mn.us/stateaid/construction/2022-salt-smc-lga.pdf>

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

Signed

Date

for: _____

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

MINNESOTA DEPARTMENT OF TRANSPORTATION NOTICE
TO BIDDERS
SUSPENSIONS/DEBARMENTS

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

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors when submitting a bid and when submitting a request to sublet.

State Suspensions and Debarments.

To review the list of parties suspended and debarred by the State of Minnesota, go to this website:

<http://www.mmd.admin.state.mn.us/debarredreport.asp> . 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 website listing suspended and debarred parties. You do not need a username or password to use the search functions on the website. You can either search for specific entity names, or see a list of parties suspended and debarred by the Federal Highway Administration.

To search the status of a particular vendor, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

How to Search Exclusion Records

Search SAM.gov to Search Exclusion Information

1. Select “Search” from the menu.
2. In the filters, under “Select Domain,” select “Entity Information,” and then select “Exclusions.”
3. The page will refresh with exclusions content and the filters will change to reflect the options available in this domain.
4. Select any category you want to filter your results.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

Advanced Search – Exclusions

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

After logging in to SAM.gov:

1. Navigate to the home page and select “Exclusions.”
2. Select the “Advanced Search” link above the search bar.
3. Use filters to create an advanced search. Once applied, filters will appear in boxes beneath the category; remove filters by selecting the “x” icon on each one.
 - **Keywords:** Apply any keyword searches to your filter
 - **Classification:** Four categories of exclusions

- **Excluded Individual:** Information you can enter to filter by individual
- **Excluded Other:** Information you can enter to search by UEI, CAGE, etc.
- **Federal Organizations:** Filter by federal organizations (use **6925** for FHWA)
- **Exclusion Type:** Filter by one of four defined exclusion types (select all of them)
- **Exclusion Program:** Filter by Procurement, Reciprocal, or Non-Procurement (select all of them)
- **Location:** Filter by ZIP Code, state or other geographical information
- **Dates:** Filter by several relevant date options
- **Exclusion Status:** Active/Inactive

4. Use the Reset button below the filters to clear all filters applied at once.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

To view a list of all entities suspended or debarred in [Minnesota](#) by the Federal Highway Administration, follow this process:

After logging in to SAM.gov:

1. Navigate to the home page and select “Exclusions.”
2. Select the “Advanced Search” link above the search bar.
3. Use filters to create an advanced search. Once applied, filters will appear in boxes beneath the category; remove filters by selecting the “x” icon on each one.
 - **Federal Organizations:** Filter by federal organizations (use **6925** for FHWA)
 - **Exclusion Type:** Filter by one of four defined exclusion types (select all of them)
 - **Exclusion Program:** Filter by Procurement, Reciprocal, or Non-Procurement (select all of them)
 - **Location:** Filter by ZIP Code, state or other geographical information (select **Minnesota**)
4. Use the Reset button below the filters to clear all filters applied at once.

June 5, 2021

STATE FUNDED ONLY CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

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

II. DEFINITIONS

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

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

¹ Minn. Stat. 177.41

² Minn. Stat. 177.41 to 177.44

³ Minn. Stat. 177.21 to 177.35

⁴ Minn. R. 5200.1000 to 5200.1120

⁵ MnDOT Standard Specifications for Construction, Section 1103

⁶ Minn. Stat. 178.011, Subdivision 2

⁷ The American Heritage College Dictionary, Third Edition, 2000

⁸ Minn. R. 5200.1106, Subpart 10

⁹ Minn. R. 5200.1106, Subpart 2(D)

¹⁰ Minn. Stat. 177.42, Subdivision 7

¹¹ The American Heritage College Dictionary, Third Edition, 2000

¹² Minn. R. 5200.1106, Subpart 7(A)

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

III. APPLICATION & UNDERSTANDING

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

¹³ Minn. Stat. 178.011, Subdivision 9

¹⁴ Minn. R. 5200.1106, Subpart 2(C)

¹⁵ The American Heritage College Dictionary, Third Edition, 2000

¹⁶ Minn. R. 5200.1106, Subpart 5(C)

¹⁷ Minn. R. 5200.1106, Subpart 7(C)

¹⁸ Minn. R. 5200.1106, Subpart 7(B)

¹⁹ Minn. R. 5200.1105

²⁰ Minn. R. 5200.1020 to 5200.1060

²¹ Minn. R. 5200.1106, Subpart 2(A)

²² Minn. R. 5200.1106, Subpart 5(A)

²³ Minn. Stat. 177.44, Subdivision 1

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

IV. **VENDOR REGISTRATION**

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

V. **LABOR CLASSIFICATIONS**

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

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

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

²⁴ Minn. Stat. 177.44, Subdivision 3

²⁵ MnDOT Standard Specifications for Construction, Section 1801

²⁶ MnDOT Standard Specifications for Construction, Section 1701

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

²⁸ lcusupport.dot@state.mn.us

²⁹ Minn. Stat. 177.44, Subdivision 1

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

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

³² Minn. Stat. 177.44, Subdivision 1

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

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

³³ Minn. R. 5200.1010, Subdivision 3

³⁴ United States Department of Labor All Agency Memorandum #130

³⁵ Minn. Stat. 177.44, Subdivision 4

³⁶ Minn. Stat. 177.44, Subdivision 1

³⁷ Minn. R. 5200.1030, Subpart 2a(C)

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

³⁹ lcusupport.dot@state.mn.us

⁴⁰ Refer to Appendix A

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

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

VII. HOURS OF WORK

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

VIII. FRINGE BENEFITS

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

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

⁴³ Minn. Stat. 177.44, Subdivision 1

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

⁴⁵ Minn. Stat. 177.42, Subdivision 6

⁴⁶ Minn. Stat. 177.42, Subdivision 6

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

IX. OVERTIME

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

⁴⁷ 29 CRF, Part 5.5(a)(1)(i)

⁴⁸ Government and non-government Work

⁴⁹ Refer to Appendix B

⁵⁰ Minn. Stat. 177.42, Subdivision 6

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

⁵² Minn. Stat. 177.42, Subdivision 4

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

X. PAYROLLS AND STATEMENTS

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

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

⁵⁴ Minn. R. 5200.1106, Subpart 10

⁵⁵ Minn. Stat. 177.43, Subdivision 3

⁵⁶ Minn. Stat. 177.30 (a)(4)

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

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

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

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

XI. APPRENTICES, TRAINEES AND HELPERS

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

⁵⁹ MnDOT Standard Specifications for Construction, Section 1701

⁶⁰ MnDOT Standard Specifications for Construction, Section 1801

⁶¹ Minn. Stat. 177.30 (a)(5)

⁶² Minn. R. 5200.1106, Subpart 10

⁶³ Minn. Stat. 177.30 (a)(5)

⁶⁴ Minn. Stat. 181.032

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

⁶⁶ Minn. R. 5200.1070, Subpart 1

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

⁶⁸ Minn. Stat. 178.036, Subdivision 5

⁶⁹ Minn. Stat. 178.036, Subdivision 5

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

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

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

XIII. TRUCKING

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

⁷⁰ Minn. R. 5200.1070, Subpart 3

⁷¹ Minn. Stat. 177.44, Subdivision 1

⁷² Minn. Stat. 177.44, Subdivision 1

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

⁷⁴ Minn. Stat. 177.44, Subdivision 1

⁷⁵ Minn. R. 5200.1106, Subpart 3B(1)

⁷⁶ Minn. R. 5200.1106, Subpart 3B(2)

⁷⁷ Minn. R. 5200.1106, Subpart 3B(3)

⁷⁸ Minn. R. 5200.1106, Subpart 3B(4)

⁷⁹ Minn. R. 5200.1106, Subpart 3B(5)

⁸⁰ Minn. R. 5200.1106, Subpart 3B(6)

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

XIV. OFF-SITE FACILITIES

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

XV. SUBCONTRACTING PART OF THE CONTRACT

⁸¹ Minn. R. 5200.1106, Subpart 4(C)

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

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

⁸⁴ Minn. R. 5200.1106, Subpart 10

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

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

⁸⁷ Minn. R. 5200.1106, Subpart 3(A)

⁸⁸ Minn. R. 5200.1106, Subpart 4(A)

⁸⁹ Minn. R. 5200.1106, Subpart 4(B)

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

XVI. SITE OF WORK REQUIREMENTS

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

XVII. CHILD LABOR

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

XVIII. NON-COMPLIANCE AND ENFORCEMENT

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

⁹⁰ MnDOT Standard Specifications for Construction, Section 1801

⁹¹ Minn. Stat. 177.44, Subdivision 5

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

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

⁹⁴ MnDOT Standard Specifications for Construction, Section 1511

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

⁹⁶ Minn. R. 5200.0930, Subpart 4

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

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

⁹⁹ MnDOT Standard Specifications for Construction, Section 1801

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

¹⁰⁰ MnDOT Standard Specifications for Construction, Section 1906

¹⁰¹ Minn. Stat. 16C.285

¹⁰² MnDOT Standard Specifications for Construction, Section 1808

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

¹⁰⁴ Minn. Stat. 177.44, Subdivision 7

¹⁰⁵ Minn. Stat. 177.44, Subdivision 6

¹⁰⁶ Minn. Stat. 177.30(b)

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

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

¹⁰⁹ Minn. Stat. 177.43, Subdivision 6a

¹¹⁰ Minn. Stat. 177.27, Subdivision 8

¹¹¹ Minn. Stat. 177.27, Subdivision 10

¹¹² Minn. Stat. 181.74, Subdivision 1

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

APPENDIX A

SALARIED WORKER WAGE COMPUTATION

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

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

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

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

APPENDIX B

FRINGE BENEFIT CREDIT

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

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

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

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

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

APPENDIX C

APPRENTICE RATE OF PAY

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

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

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

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

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

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

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

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

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

Definition of OT Acronyms

OT: overtime.

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

HW: hourly wage rate paid to a Worker.

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

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

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

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

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

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

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

NOTICE TO BIDDERS

Minnesota Statutes require prompt payment to subcontractors:

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

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

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

. . . Subd. 4a. **Prompt payment to subcontractors.** Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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

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

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



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

Construction Type: Highway and Heavy

Region Number: 08

Counties within region:

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

Effective: 2022-11-14

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

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

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

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

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

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2022-11-14	32.01	22.39	54.40
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2022-11-14	32.01	22.39	54.40

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2022-11-14	16.50	0.00	16.50
104 FLAG PERSON	2022-11-14	32.01	22.39	54.40
105 WATCH PERSON	2022-11-14	16.25	12.94	29.19
106 BLASTER	2022-11-14	24.39	14.90	39.29
107 PIPELAYER (WATER, SEWER AND GAS)	2022-11-14	35.51	22.39	57.90
108 TUNNEL MINER	2022-11-14	33.51	22.39	55.90
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2022-11-14	33.51	22.39	55.90
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.	2022-11-14	35.00	11.50	46.50
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2022-11-14	21.49	14.80	36.29
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE	2022-11-14	16.04	0.00	16.04

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.					
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2022-11-14	41.29	23.45	64.74
		2023-05-01	42.49	25.00	67.49
202	BOOM TRUCK	2022-11-14	31.16	23.45	54.61
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2022-11-14	20.00	0.00	20.00
204	OFF-ROAD TRUCK	2022-11-14	41.29	23.45	64.74
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2022-11-14	35.00	2.86	37.86
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2022-11-14	42.14	23.45	65.59
		2023-05-01	43.38	25.00	68.38
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)				
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)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 3	2022-11-14	41.59	23.45	65.04
	2023-05-01	42.81	25.00	67.81
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
315				FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
316				LOCOMOTIVE CRANE OPERATOR
317				MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
318				MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
319				TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
320				TANDEM SCRAPER
321				TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
322				TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)
GROUP 4	2022-11-14	41.29	23.45	64.74
	2023-05-01	42.49	25.00	67.49
323				AIR TRACK ROCK DRILL
324				AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
325				BACKFILLER OPERATOR
326				CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
327				BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
328				BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
329				BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
330				CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
331				CHIP HARVESTER AND TREE CUTTER
332				CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
333				CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
334				CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
335				CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
336				CURB MACHINE
337				DIRECTIONAL BORING MACHINE
338				DOPE MACHINE (PIPELINE)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
339				
340				
341				
342				
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358				
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360				
361				
362				
363				
364				
365				
366				
367				
368				
GROUP 5				
	2022-11-14	38.25	23.45	61.70
	2023-05-01	39.33	25.00	64.33
369				
370				
371				
372				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
373				
374				
375				
376				
377				
378				
379				
380				
381				
382				
383				
384				
385				
GROUP 6	2022-11-14	37.04	23.45	60.49
	2023-05-01	38.06	25.00	63.06
387				
388				
389				
390				
391				
392				
393				
394				
395				
396				
397				
TRUCK DRIVERS				
GROUP 1	2022-11-14	36.00	11.50	47.50
601				
602				
603				
GROUP 2	2022-11-14	29.00	11.50	40.50
604				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 3	2022-11-14	25.25	6.91	32.16
605				
606				
607				
GROUP 4	2022-11-14	23.70	6.91	30.61
608				
609				
610				
611				
612				
613				
614				
615				
616				
SPECIAL CRAFTS				
701	2022-11-14	17.50	2.79	20.29
702	2022-11-14	41.94	29.99	71.93
703				
704	2022-11-14	32.47	24.10	56.57
705				
706	2022-11-14	43.00	23.72	66.72
707	2022-11-14	43.57	20.99	64.56
711	2022-11-14	16.63	6.38	23.01
712	2022-11-14	41.00	33.11	74.11
	2023-05-01	44.00	33.11	77.11
713	2022-11-14	50.86	23.06	73.92

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
714 MILLWRIGHT	2022-11-14	38.23	29.18	67.41
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2022-11-14	17.50	0.00	17.50
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2022-11-14	41.14	27.05	68.19
717 PIPEFITTERS . STEAMFITTERS	2022-11-14	41.97	25.92	67.89
719 PLUMBERS	2022-11-14	32.94	20.00	52.94
721 SHEET METAL WORKERS	2022-11-14	40.88	25.10	65.98
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2022-11-14	41.42	18.16	59.58
728 WIRING SYSTEMS INSTALLER	2022-11-14	29.02	16.46	45.48
729 ASBESTOS ABATEMENT WORKER	2022-11-14	30.08	16.46	46.54
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			

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 Dec. 19, 2022. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Nov. 21, 2022, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 7, 2022.

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.

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	\$55.95	\$37.35	\$93.30
Region 2	Certification date	\$46.75	\$37.35	\$84.10
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$52.79	\$37.35	\$90.14
Region 5	Certification date	\$43.60	\$37.35	\$80.95
Region 6	Certification date	\$54.15	\$37.35	\$91.50
Region 7	Certification date	\$46.10	\$37.35	\$83.45
Region	Effective date	607 driver rate	Operating cost	Truck rental rate

Region 8	Certification date	\$32.16	\$37.35	\$69.51
Region 9	Certification date	\$56.35	\$37.35	\$93.70
Region 10	Certification date	\$37.00	\$37.35	\$74.35

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$56.05	\$51.50	\$107.55
Region 2	Certification date	\$41.51	\$51.50	\$93.01
Region 3	Certification date	\$38.51	\$51.50	\$90.01
Region 4	Certification date	\$41.30	\$51.50	\$92.80
Region 5	Certification date	\$21.00	\$51.50	\$72.50
Region 6	Certification date	\$54.25	\$51.50	\$105.75
Region 7	Certification date	\$42.15	\$51.50	\$93.65
Region 8	Certification date	\$40.50	\$51.50	\$92.00
Region 9	Certification date	\$56.45	\$51.50	\$107.95
Region 10	Certification date	\$40.40	\$51.50	\$91.90

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	\$56.60	\$54.96	\$111.56	\$11.46	\$123.02
Region 2	Certification date	\$42.02	\$54.96	\$96.98	\$11.46	\$108.44
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69
Region 5	Certification date	\$23.90	\$54.96	\$78.86	\$11.46	\$90.32
Region 6	Certification date	\$54.80	\$54.96	\$109.76	\$11.46	\$121.22
Region 7	Certification date	\$48.00	\$54.96	\$102.96	\$11.46	\$114.42
Region 8	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$37.00	\$54.96	\$91.96	\$11.46	\$103.42

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at dli.mn.gov. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5091.

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 Minnesota Department of Transportation (MnDOT) highway construction work 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*.

Nicole Blissenbach,
Temporary commissioner

AFFIRMATIVE ACTION STATEMENT

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

Signed: _____

Title: _____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

This is to affirm _____'s policy of providing Equal Opportunity to all employees

Employer's Name

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

_____ will not discriminate against or harass any employee or applicant for

Employer's Name

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

_____ will take Affirmative Action to ensure that all employment practices

Employer's Name

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

_____ will commit the necessary time and resources, both financial and

Employer's Name

human, to achieve the goals of Equal employment Opportunity and Affirmative Action.

_____ fully supports incorporation of non-discrimination and Affirmative

Employer's Name

Action rules and regulations into contracts.

_____ will evaluate the performance of its management and supervisory

Employer's Name

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

_____ has appointed _____ to manage the Equal Employment

Employer's Name

Name

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

Employer's Name

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

_____, _____; or call

Name

address

_____.

Phone

_____ Name, Title of CEO

Date

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

DATE _____

SIGNED _____

REPRESENTING _____

TELEPHONE NO. _____

SPECIAL PROVISIONS DIVISION S SPECIAL REQUIREMENTS

S-1 CONTACT INFORMATION

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

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

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

S-2 GOVERNING SPECIFICATIONS

The 2020 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction” and the “Supplemental Specifications” dated September 2022, shall apply on this Contract except as modified or altered in the following Special Provisions.

S-3 COMPLIANCE WITH COUNTY ZONING ORDINANCE

All bidders shall familiarize themselves and shall comply with the County’s zoning ordinance for conditional use of land pertaining to gravel and borrow pits. Copies of the ordinance may be examined at the County Zoning Office, located at 221 N Wallace, Ivanhoe, MN 56142, PH # (507) 694-1344 or at <http://www.lincolncounty-mn.us/Departments/Environmental.htm>

S-4 EQUAL PAY

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

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

S-5 WORKFORCE CERTIFICATE

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

<https://mn.gov/mdhr/certificates/workforce-certificate/>

PROTECTION OF BATS
REVISED 04/16/21

The Project location is in a county inhabited by threatened bat species. This work shall consist of protecting bats in accordance with State and Federal regulations, and shall follow all applicable Avoidance and Minimization Measures (AMMs) identified below.

GENERAL REQUIREMENTS

- (A) Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA environmental commitments and avoidance and minimization measures (AMMs). Notify contractors during the preconstruction meeting.
- (B) Undertake all practicable measures to protect both bats and their habitat.
- (C) All bat sightings, live or dead, shall be immediately reported to the MnDOT Wildlife Ecologist (651-366-3605).

COMPLIANCE WITH TAX LAW REQUIREMENTS
REVISED 5/2020

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 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’s website at: https://www.revenue.state.mn.us/sites/default/files/2022-12/Employment%20Taxes%20Seminar%20Flyer_22.pdf.

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. 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 here:
<https://www.revenue.state.mn.us/contractor-affidavit-requirements>

S-8 **(1203) ACCESS TO PROPOSAL PACKAGE**
REVISED 10/2013

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-9 **(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 Supplemental 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.

S-10 **(1208) PROPOSAL GUARANTY**

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

S-11 **(1209) DELIVERY OF PROPOSALS**
REVISED 10/2015

The provisions of MnDOT 1209 are modified with the following:

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.

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

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

S-12 **(1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS**
REVISED 10/2015

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

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

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

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

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

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

S-13 **(1212) OPENING OF PROPOSALS**
REVISED 10/2014

The provisions of MnDOT 1206 are modified with the following:

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

1212 OPENING OF PROPOSALS

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

S-14 **(1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL**
REVISED 2/2008

The provisions of 1404 are supplemented as follows:

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

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

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. At least one of these individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices,

furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference. The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

- | | |
|--|----------------|
| 1. Lincoln County Highway Department | (507) 694-1464 |
| 2. Lincoln County Sheriff's Department | (507) 694-1664 |
| 3. Fire Department | 911 |

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

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

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

Measurement and Payment:

All traffic control required under this Contract shall be performed as incidental work for which no direct payment will be made.

S-15

(1505) COOPERATION BY CONTRACTORS

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

The Contractor is also hereby made aware of the following projects:

- **A contractor will be completing paving on the following roads in Lincoln County in the summer and fall of 2023: CSAH 7, CSAH 13, CSAH 20, CSAH 21M, and CSAH 22M.**
- **A contractor will be completing culvert work on the following roads in Lincoln County in the summer and fall of 2023: CSAH 7 and CSAH 20.**
- **Contractors will be completing ADA ramps and sidewalk on the following roads in Lincoln County in the summer and fall of 2023: (Tyler) CSAH 7M, CSAH 8M, (Hendricks) CSAH 17M, (Lake Benton) CSAH 21M, CSAH 22M, and (Ivanhoe) CSAH 23.**

- **The Contractor shall not perform any work without the approval of the Engineer in Tyler during the town celebration on July 21st-23rd and the Lincoln County Fair July 27th-July 30th, Ivanhoe during Polish Days celebration August 10th – 13th.**

S-16 **(1506) SUPERVISION BY CONTRACTOR**

The provisions of MnDOT 1506 are supplemented as follows:

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

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

S-17 **(1507) UTILITY PROPERTY AND SERVICE**

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

All utilities that relate to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data."

The Contractor is responsible for contacting all utilities within the project limits by way of the "Gopher State One-Call" service, 1-800-252-1166.

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

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

S-18 **(1515) CONTROL OF HAUL ROADS**

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

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

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

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

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

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

S-19 **(1602) NATURAL MATERIAL SOURCES**

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

Aggregate shall meet Classification Class A (As described in MnDOT Standard specification 3139.2.A.2.a) and FA-2 gradation requirements.

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

S-20 **(1603.2) SAMPLING AND TESTING**

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

The first paragraph of specification 1603.2 Sampling and Testing is hereby deleted and replaced with the following:

Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) “Schedule of Materials Control – Local Government Agency” (SMC-LGA). This schedule establishes the size of samples and the minimum rate of testing, but in no way affects Specification requirements for the material.

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

S-21 **(1712) PROTECTION AND RESTORATION OF PROPERTY**

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

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

S-22 **(1803) PROGRESS SCHEDULES**

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

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

S-23 **(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**
Revised 2/2018

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

Construction operations shall not commence prior to contract approval. Contractor shall determine their own construction starting date.

All seal coat work shall be completed within fifteen (20) consecutive working days or by August 25th, 2023, whichever comes first. Working day charges will begin the day the Contractor begins

work.

Pavement Marking on non-seal coat road may begin after contract approval. No working days will be accessed for pavement markings done on non-seal coat roads. All pavement markings shall be completed by September 15th, 2023.

Contractor must complete all work to meet the requirements of 1516.2 (Project Acceptance) under this Contract on or before September 15th, 2023. No credit will be allowed for remaining working days after this date.

FINAL CLEANUP

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

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

S-24

(1807) FAILURE TO COMPLETE THE WORK ON TIME

Revised 2/2018

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

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

Lincoln County may reduce the liquidated damages to \$100 per day when the only remaining items are maintenance and Final Cleanup.

S-25

(1901) MEASUREMENT OF QUANTITIES

The following shall be added to MN/DOT 1901:

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

- 1) Have automated weighing equipment integrated with a ticket printer. The ticket shall contain the date, project number, pay item number, truck or tractor trailer identification, truck tare and net mass (weight). The Contractor shall provide the truck driver with a copy of the weight ticket. The truck driver shall give the ticket to the inspector on the project.
- 2) All trucks used to haul material on the project shall have a tare weight from a certified scale that is to be given to the project inspector prior to that truck hauling any material onto the project. Any material hauled without a tare weight from a certified scale will be subject to a 10% pay reduction of materials hauled.
- 3) Interlock scales to eliminate load manipulation.
- 4) A certified platform scale shall be used for all aggregates with pay item quantities exceeding 10,000 tons.

A weigh-in-motion loader scale may be used by the Contractor for aggregates with pay item quantities under 10,000 ton. When a loader scale is used, the Contractor shall have a "calibration weight" that the loader may use to calibrate the loader scale in the pit. The "calibration weight" shall be weighed at a certified scale and the ticket shall be given to the Engineer prior to use. The "calibration weight" shall weigh a minimum of 12,000 pounds. A smaller weight may be used if the weight exceeds the loaders lifting capacity with permission from the Engineer. The Loader Operator shall calibrate the loader scale at the start of each day and as requested by the Engineer

in the field. The Engineer may request that the Contractor check the calibrated loader scale by getting a loaded and a tare weight of trucks at a certified scale. Said verification checks shall be at no cost to the County.

ALLOWABLE LEGAL GROSS WEIGHT

The allowable legal gross weight is defined as the vehicle license gross weight plus the tolerance provided in Minnesota statutes 168.013 or the gross legal weight provided by Minnesota Statutes 169.825, whichever is less. In no case will the allowable legal gross weight exceed 80,000 pounds. No payment will be made for any material in excess of the allowable legal gross weight.

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

S-26 (1903) COMPENSATION FOR ALTERED QUANTITIES

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

S-27 (1905) COMPENSATION FOR ELIMINATED ITEMS

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

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

S-28 (1906) PARTIAL PAYMENTS

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

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

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

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

S-29 (2051) MAINTENANCE AND RESTORATION OF HAUL ROADS

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

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

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

S-30**(2356) BITUMINOUS SEAL COAT**

MnDOT 2356 is modified with the following:

MnDOT 2356.2B Seal Coat Aggregate

The aggregate size for this project shall be FA-2 as shown in Table 3127.2.1

Seal coat aggregate shall be furnished from a source selected by the Contractor. Contract bid price for item 2356.504 Bituminous Seal Coat shall include all costs for furnishing, loading, hauling and placement of the aggregate as specified. Contractor shall make payment directly to the supplier of the aggregate.

The successful bidder shall notify the Engineer of the aggregate source as gradations may be checked prior to as well as during seal coat operations. The Contractor shall submit to the County a copy of each gradation result as soon as practicable upon completion of the test. Each test shall include the name and certification number of the tester.

The following is added to MnDOT 2356.3C Road Surface Preparation:

The Contractor shall furnish a minimum of two flag persons. Payment for the flag persons shall be included in the unit bid price for 2356.504 Bituminous Seal Coat.

The Contractor shall place temporary pavement marking tabs (TRPM Type 4) on existing centerline pavement markings (both skip lines and no passing zone lines) prior to performing seal coat operations. Tabs shall be spaced often enough to adequately define centerline pavement markings for the protection of the traveling public, but in no case greater than 200' on straight sections and 100' on curves. Protective covers shall be removed the same day seal coat is placed. The cost of doing this work shall be included in the bid price for 2582.501 Temporary Raised Pavement Markings.

The following is added MnDOT 2356.3G Sweeping:

No excess aggregate material shall be swept into any mowed grass areas or storm sewers.

Dust shall be controlled at all times during sweeping operations within municipal limits and at any time dust becomes a hazard for the traveling public in rural areas. Dust control shall be included in the unit bid price for 2356.504 Bituminous Seal Coat.

S-31**(2582) PAVEMENT MARKINGS**

The provisions on MnDOT 2582 are hereby modified and/or supplemented as follows:

Pavement markings shall be constructed in accordance with MnDOT 2582 using High Solids Water-Based Traffic Paint (PAINT) (3591) and Drop-on Glass Beads (93592).

S-32**FINAL CLEANUP**

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



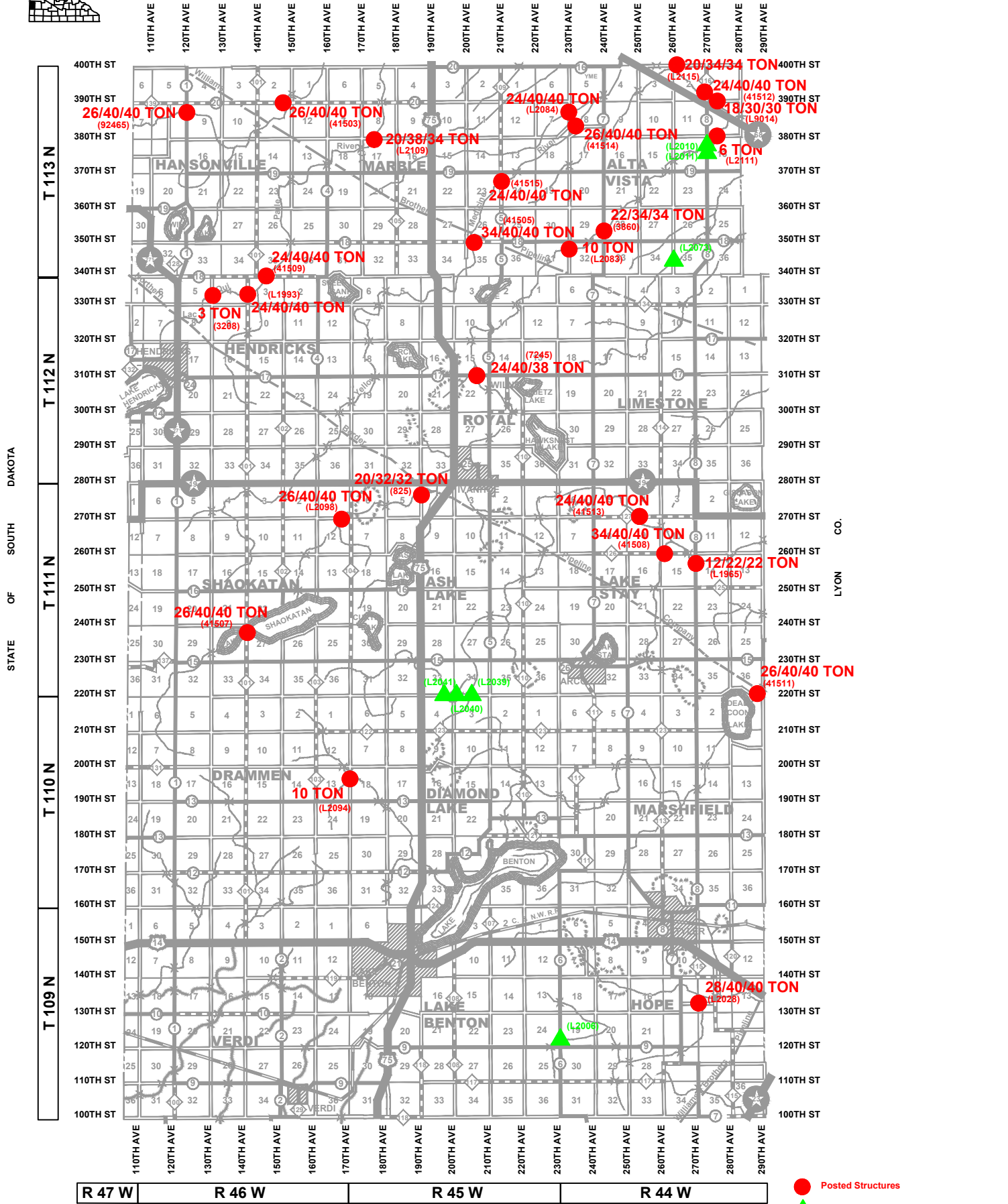
LINCOLN COUNTY MN

BRIDGES RESTRICTED FOR OVERWEIGHT LOADS



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

YELLOW MEDICINE CO.



R 47 W | R 46 W | R 45 W | R 44 W

PIPESTONE CO.

● Posted Structures
 ▲ Restricted from Over Weight Loads

Second Tier Subcontractor Information

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

CONTRACTOR’S STATEMENT OF COMPLIANCE

<u>Print Name and Title of Prime Contractor Representative</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the prime contractor, I certify that the information provided on this form is truthful and accurate to the best of my knowledge. I certify that all written subcontracts, executed by the prime contractor contain at a minimum the Federal and/or State Special Provisions Division A, Federal-Aid Construction Contracts Form-1273 (if federally funded), Federal and/or State certified prevailing wage decisions and the state certified truck rental rates. I will ensure that all subcontractors demonstrate compliance with all contract specifications, laws and regulations, which includes 16C.285 (Responsible Contractor). I further understand that prior written consent to sublet any portion of the contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.

<u>Print Name and Title of First Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the first tier subcontractor, I certify that the information provided on this form is truthful and accurate to the best of my knowledge and that the company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I’ve reviewed and understand all applicable contract specifications, laws and regulations that were provided to me by the prime contractor and I will provide these specifications to any potential second tier subcontractors.

<u>Print Name and Title of Second Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the second tier subcontractor, I hereby certify that the information provided on this form is truthful and accurate to the best of my knowledge and that the company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I’ve reviewed and understand all applicable contract specifications, laws and regulations that were provided to me by the first tier subcontractor.

<u>Print Name and Title of Project Engineer</u>	<u>Signature</u>	<u>Date</u>
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As a representative of the department, I approve the prime contractor’s utilization of the above-mentioned subcontractors. Additionally, the prime contractor has complied with the terms established in Mn/DOT Standard Specifications for Construction, Section 1801.

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

**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.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

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

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

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

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

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

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:</p> <p>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.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

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

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

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

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

(1) that I am the authorized representative of _____

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

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

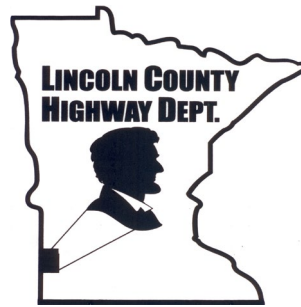
(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

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

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

Signed: _____
(bidder or his authorized representative)

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



Haul Road/Detour Request

Project No. _____

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

Date

Township Officer

Date

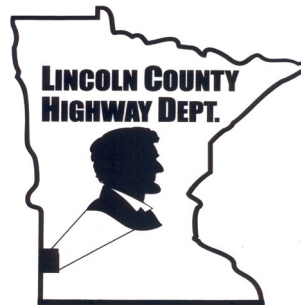
Township Officer

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

Date

County Engineer

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



Haul Road/Detour Maintenance Release

Project No. _____

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

Date Township Officer

Date Township Officer

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

Date County Engineer

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