

Contract 01-2021

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, April 12, 2021 at 11:00 am.
- Return the entire proposal with your bid (see Specification 1209)
- Items of interest in the Plans and/or Special Provisions
 - SAP 041-615-022 Existing bridge railing contains lead paint. (see Specification 1701).
 - SAP 041-519-014 Existing structure contains treated wood. (see Specifications 1701).
 - Contract completion date of November 26, 2021. (see Specification 1806)
 - Working Days for completion of work on each project. (see Specification 1806)
 - Signature waived on Partial Payments. (see Special Provision 1906)
 - A \$500/\$5,000 deduct for burying trees or bridge material at project site. (see Specifications 2101 & 2442)
 - Filter cloth and Mastic joint sealer shall be placed around the entire joint area of the culverts. (see Specification 2412)
 - A \$250 deduct per pop-out on culverts. (see Specification 2412)
 - County will retain 25% of Box culvert pay items until seeding and erosion control is complete. (see Specification 2412)
 - Space between barrel sections on multi-line culverts shall be filled with concrete mix 1P62. (Special Provision 2412)
 - Contractor shall dispose of the old structures at appropriate commercial location. (see Specification 2442)
 - Mobilization for Turf Establishment. (see Special Provision 2575)

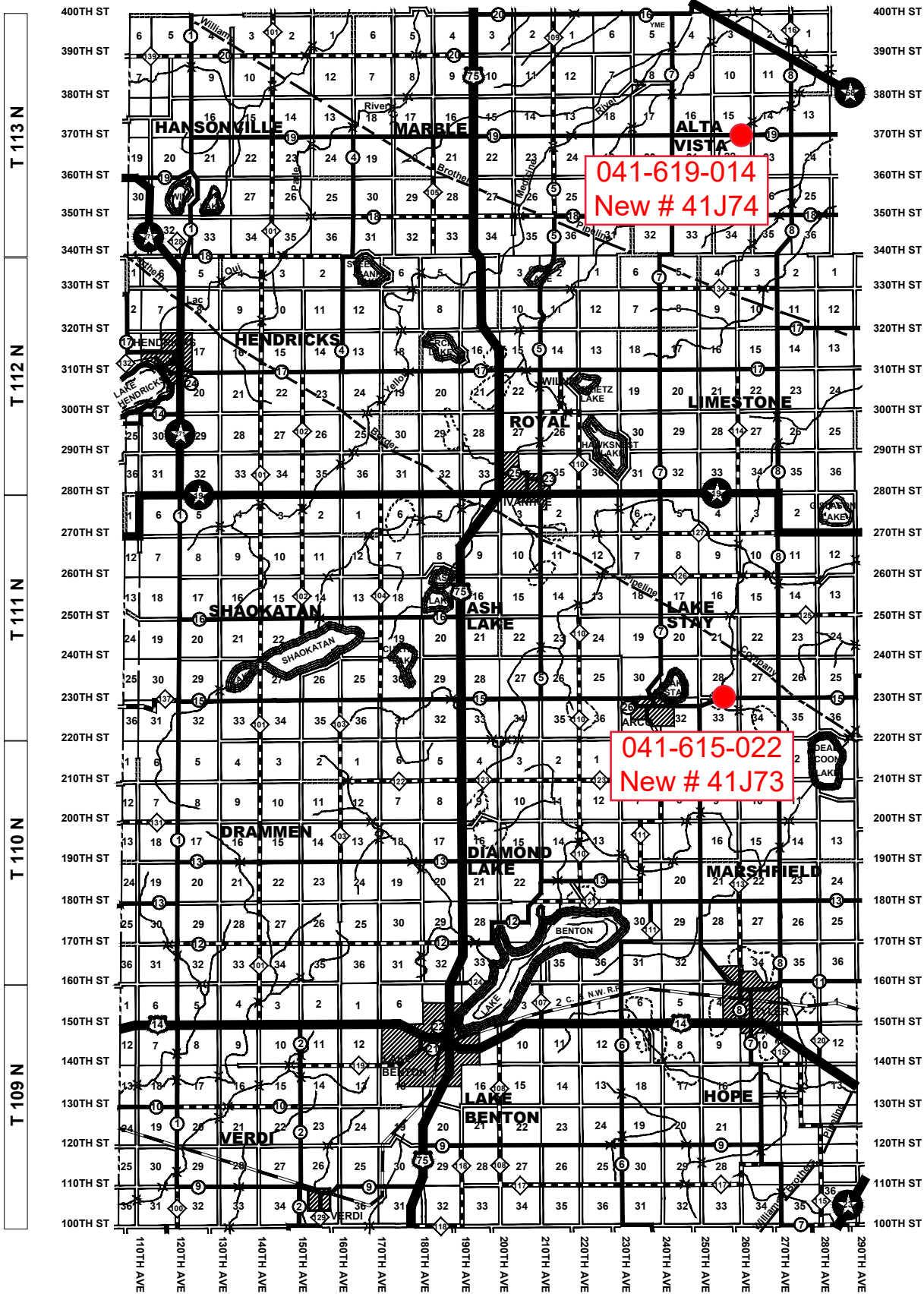
LINCOLN COUNTY MN

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

YELLOW MEDICINE CO.



STATE OF SOUTH DAKOTA



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

Lincoln County

221 North Wallace Avenue
Ivanhoe, MN 56142

*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON MONDAY, APRIL 12, 2021
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", 2018 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

CONTRACT NO. **01-2021**

LINCOLN COUNTY PROJECT NO. **041-615-022 & 041-619-014**

LOCATION: (041-615-022) On C.A.S.H. 15 between C.A.S.H. 7 & 260th Ave (Length 0.066 mi.)
(041-619-014) On C.A.S.H. 19 between 250th Ave & 260th Ave (Length 0.057 mi.)

TYPE OF WORK: Bridge Replacement with RC Box Culverts

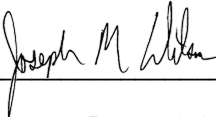
LENGTH: Varies

STARTING DATE: See Special Provisions

COMPLETION DATE: November 26, 2021

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, PE. 
License Number: 54947 Date: 3-25-2021

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
041-615-022 & 041-619-014**

**LINCOLN COUNTY
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ATTACHMENTS

MPCA Notification of Intent to Perform a Bridge Demolition..... (1 Page)
Notification Form on Ownership of Treated Wood..... (2 Pages)
Notification Form on Ownership of Lead Paint..... (2 Pages)
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)
SWPPP..... (1 Page)
Schedule of Prices (Signature Required)..... (3 Pages)
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 10 days after receiving written notice of award, as provided in MnDOT 1306.

(I)(We) further propose to furnish a Payment Bond equal to the Contract Amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars (\$5,000,000.00), or if the contract is in excess of five million dollars (\$5,000,000.00) the aggregate liability shall be equal to the amount of the contract, 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 All 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) (Updated 7-17) 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/Equal%20Employment%20Opportunity%20\(EEO\)%20Special%20Provisions%20\(Rv%2007-12\).pdf](http://www.co.lincoln.mn.us/Departments/Highway/Equal%20Employment%20Opportunity%20(EEO)%20Special%20Provisions%20(Rv%2007-12).pdf)

2019 SALT Schedule of Materials Control – Local Government Agency (Dated: 2019) 35 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 <http://www.co.lincoln.mn.us/Departments/Highway/2019-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).

Next, click on the "Search Records" icon.

Next, enter the potential subcontractor or supplier's name in the "Quick Search" box and click the "search" button.

To view a list of all entities suspended or debarred by the Federal Highway Administration, 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).

Next, click on the "Search Records" icon.

Next, click on the "Advance Search – Exclusion" tab.

Next, click on the "single search" icon and a search form will pop up.

Next, go to the "Agency" field on the search page and select "Federal Highway Administration" from the drop-down list.

Next, click the "search" button, and the list of suspended and debarred parties will appear.

July 26, 2018

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

APPENDIX D**PREVAILING WAGE OVERTIME CALCULATION**

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	<u>Payment To Employee</u> $(PW * .5) + (HW) + (RF)$	<u>Fringe Payment</u> + (F)	<u>Total Payment</u> = 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: 2020-09-28

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)	2020-09-28	29.18	21.12	50.30
		2021-05-01	30.51	21.84	52.35

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-09-28	29.18	21.12	50.30
		2021-05-01	30.51	21.84	52.35
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-09-28	16.50	0.00	16.50
104	FLAG PERSON	2020-09-28	29.18	21.12	50.30
		2021-05-01	30.51	21.84	52.35
105	WATCH PERSON	2020-09-28	16.25	12.94	29.19
106	BLASTER	2020-09-28	24.39	14.90	39.29
107	PIPELAYER (WATER, SEWER AND GAS)	2020-09-28	32.18	21.12	53.30
		2021-05-01	34.01	21.84	55.85
108	TUNNEL MINER	2020-09-28	16.69	6.91	23.60
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-09-28	30.28	21.12	51.40
		2021-05-01	32.01	21.84	53.85
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.	2020-09-28	31.00	7.50	38.50
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-09-28	21.49	14.80	36.29
112		2020-09-28	16.04	0.00	16.04

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.					
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
202	BOOM TRUCK	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
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	2020-09-28	20.00	0.00	20.00
204	OFF-ROAD TRUCK	2020-09-28	21.96	14.15	36.11
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2020-09-28	35.00	2.86	37.86
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2020-09-28	39.74	21.55	61.29
		2021-05-03	40.89	22.55	63.44
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
304				
305				
306				
307				
308				
GROUP 3	2020-09-28	39.19	21.55	60.74
	2021-05-03	40.34	22.55	62.89
309				
310				
311				
312				
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317				
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321				
322				
GROUP 4	2020-09-28	38.89	21.55	60.44
	2021-05-03	40.04	22.55	62.59
323				
324				
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332				

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 5	2020-09-28	35.85	21.55	57.40
	2021-05-03	37.00	22.55	59.55
369				AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)
370				BITUMINOUS ROLLER (UNDER EIGHT TONS)
371				CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
372				FORM TRENCH DIGGER (POWER)
373				FRONT END, SKID STEER UP TO 1C YD
374				GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)
375				HYDRAULIC LOG SPLITTER
376				LOADER (BARBER GREENE OR SIMILAR TYPE)
377				POST HOLE DRIVING MACHINE/POST HOLE AUGER
378				POWER ACTUATED AUGER AND BORING MACHINE
379				POWER ACTUATED JACK
380				PUMP (HIGHWAY AND HEAVY ONLY)
381				SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
382				SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
383				SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
384				STUMP CHIPPER AND TREE CHIPPER
385				TREE FARMER (MACHINE)
GROUP 6	2020-09-28	31.79	20.30	52.09
387				CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
388				CONVEYOR (HIGHWAY AND HEAVY ONLY)
389				DREDGE DECK HAND
390				FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)
391				GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
392				GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)
393				LEVER PERSON
394				OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)
395				POWER SWEEPER
396				SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
397				TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING
TRUCK DRIVERS				
GROUP 1	2020-09-28	22.00	6.91	28.91
601				MECHANIC . WELDER
602				TRACTOR TRAILER DRIVER
603				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)					
GROUP 2	2020-09-28	21.50	6.91	28.41	
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2020-09-28	30.50	12.75	43.25	
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4	2020-09-28	22.51	14.40	36.91	
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2020-09-28	17.50	2.79	20.29
702	BOILERMAKERS	2020-09-28	38.33	27.43	65.76
703	BRICKLAYERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
704	CARPENTERS	2020-09-28	30.60	21.77	52.37
		2021-05-04	32.65	21.77	54.42
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
706	CEMENT MASONS	2020-09-28	31.35	20.70	52.05
707	ELECTRICIANS	2020-09-28	36.67	27.89	64.56
711	GROUND PERSON	2020-09-28	16.63	6.38	23.01

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
712	IRONWORKERS	2020-09-28	38.35	30.70	69.05
		2021-05-02	40.45	30.70	71.15
713	LINEMAN	2020-09-28	47.71	21.53	69.24
714	MILLWRIGHT	2020-09-28	36.13	29.18	65.31
		2021-05-01	38.23	29.18	67.41
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-09-28	17.50	0.00	17.50
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-09-28	38.96	25.03	63.99
		2021-05-03	41.01	25.03	66.04
717	PIPEFITTERS . STEAMFITTERS	2020-09-28	41.97	25.92	67.89
719	PLUMBERS	2020-09-28	32.94	20.00	52.94
721	SHEET METAL WORKERS	2020-09-28	40.88	25.10	65.98
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2020-09-28	41.42	18.16	59.58
728	WIRING SYSTEMS INSTALLER	2020-09-28	29.02	15.34	44.36
729	ASBESTOS ABATEMENT WORKER	2020-09-28	30.08	16.46	46.54
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			

Nov. 30, 2020

Notice of determination of truck rental rates and notice of informal conference (Minnesota Rules, part 5200.1105)

On Nov. 30, 2020, the temporary commissioner determined the minimum truck rental rates for state-funded highway projects.

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

This year there was insufficient cost data submitted to DLI to determine a new hourly average cost of operating a truck. Therefore, last year’s average operational cost has been carried forward and combined with this year’s certified prevailing-wage rate for a driver to establish the minimum truck rental rate.

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	\$55.68	\$37.35	\$93.03
Region 2	Certification date	\$46.75	\$37.35	\$84.10
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$46.75	\$37.35	\$84.10
Region 5	Certification date	\$34.91	\$37.35	\$72.26
Region 6	Certification date	\$44.70	\$37.35	\$82.05

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 7	Certification date	\$44.70	\$37.35	\$82.05
Region 8	Certification date	\$43.25	\$37.35	\$80.60
Region 9	Certification date	\$30.91	\$37.35	\$68.26
Region 10	Certification date	\$44.45	\$37.35	\$81.80

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$53.05	\$45.89	\$98.94
	Increase May 1, 2021	\$54.55	\$45.89	\$100.44
Region 2	Certification date	\$41.51	\$45.89	\$87.40
Region 3	Certification date	\$38.51	\$45.89	\$84.40
Region 4	Certification date	\$37.80	\$45.89	\$83.69
Region 5	Certification date	\$32.46	\$45.89	\$78.35
Region 6	Certification date	\$39.40	\$45.89	\$85.29
Region 7	Certification date	\$43.00	\$45.89	\$88.89
Region 8	Certification date	\$28.41	\$45.89	\$74.30
Region 9	Certification date	\$48.20	\$45.89	\$94.09
Region 10	Certification date	\$26.00	\$45.89	\$71.89

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	\$53.60	\$54.96	\$108.56	\$11.46	\$120.02
	Increase May 1, 2021	\$55.10	\$54.96	\$110.06	\$11.46	\$121.52
Region 2	Certification date	\$42.02	\$54.96	\$96.98	\$11.46	\$108.44
Region 3	Certification date	\$46.55	\$54.96	\$101.51	\$11.46	\$112.97
Region 4	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 5	Certification date	\$37.65	\$54.96	\$92.61	\$11.46	\$104.07
Region 6	Certification date	\$41.40	\$54.96	\$96.36	\$11.46	\$107.82
Region 7	Certification date	\$41.40	\$54.96	\$96.36	\$11.46	\$107.82
Region 8	Certification date	\$28.91	\$54.96	\$83.87	\$11.46	\$95.33
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$38.75	\$54.96	\$93.71	\$11.46	\$105.17

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

Informal conference

Note: On **Dec. 11, 2020, at 10 a.m.**, the Minnesota Department of Labor and Industry, will conduct an informal conference pursuant to Minnesota Rules, part 5200.1105. The informal conference will be a virtual meeting via Webex and registration is required. You may register for this public meeting through www.dli.mn.gov/business/employment-practices/prevaling-wage-minimum-truck-rental-rates. The purpose of this informal conference is to receive further input about construction truck operational costs prior to the certification and publication of the minimum truck rental rates.

Written input about construction truck operational costs may be submitted in advance of the informal conference to Karen Bugar, state program administrative director; Prevailing wage; Minnesota Department of Labor and Industry; 443 Lafayette Road N.; St. Paul, MN 55155. Written input must be received by Dec. 10, 2020, to assure it is considered prior to the informal conference; persons may provide input at the informal conference as time allows.

The data, survey summary sheets and other documents used in determining truck operating costs will be reviewed and available for inspection during the informal conference. Copies may be obtained by calling the department's prevailing wage section at 651-284-5091.

Subsequent to the informal conference the minimum truck rental rates for these four types of trucks will be certified and notice of the certification will be published in the *State Register*.

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

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

_____ will not discriminate against or harass any employee or applicant for employment
Employer's Name
because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.

_____ will take Affirmative Action to ensure that all employment practices are free of such
Employer's Name
discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

If any employee or applicant for employment believes he/she has been discriminated against, please contact
_____; or call _____.
Name Address Phone

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
Email: jwilson@co.lincoln.mn.us*

S-2 **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-3 **RESPONSIBLE CONTRACTOR**
REVISED 6/2015

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

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

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

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

S-4

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/20105/Employment%20Taxes%20Seminar%20Flyer.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-5

(1203) ACCESS TO PROPOSAL PACKAGE
REVISED 10/2013

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-6 **(1206) PREPARATION OF PROPOSAL**
REVISED 10/2013

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

S-6.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-6.2 MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

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

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

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

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

An authorized representative of the Bidder must sign the Proposal.

S-7 **(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-8 **(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.

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

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

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

S-9 **(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-10 **(1212) OPENING OF PROPOSALS**
REVISED 10/2014

The provisions of MnDOT 1206 are modified with the following:

S-10.1 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-11 **(1305) REQUIREMENT OF CONTRACT BOND**

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

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

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

S-12

(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 |
| 4. Alta Vista Township (Kevin Swedzinski) | (507) 872-6044 |
| 5. Lake Stay Township (Chris Noble) | (309) 536-0701 |

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:

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

S-13 **(1505) COOPERATION BY CONTRACTORS**

S-13.1 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.

S-13.2 The Contractor is also hereby made aware of the following projects:

- Work Contract 03-2020 is planned for the summer of 2021 and includes the replacement of two bridges with box culvers on CSAH 1 and CSAH 5.
- Work Contract 04-2020 is planned for the summer of 2021 and include bituminous paving on Lincoln County CSAH 1, from TH 14 to Lincoln County CSAH 15.
- Buffalo Ridge Wind Development plans to start construction in the Southwest quadrant of Lincoln County that will tentatively be completed December 2021;
- Shoulder widening on Lincoln County CSAH 7, from TH 19 to Lincoln County CSAH 17.

S-14 **(1506) SUPERVISION BY CONTRACTOR**

The provisions of MnDOT 1506 are supplemented as follows:

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

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

S-15 **(1507) UTILITY PROPERTY AND SERVICE**

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

All utilities that relate to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, 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.

See <http://www.dot.state.mn.us/tecsup/utility/> for utility company information.

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

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

S-16 **(1508) CONSTRUCTION STAKES, LINES, AND GRADES**

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

S-16.1 The following is added to the first paragraph of MnDOT 1508:

041-615-022 & 041-619-014

Lincoln County will place two offsets from the end of proposed box culvert apron. The offset stakes will contain elevation data for the invert of culvert. The Contractor will be responsible to use these offsets to construct the project as shown in the plans.

S-17 **(1515) CONTROL OF HAUL ROADS**

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

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

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

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

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

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

S-18 **(1601) SOURCE OF SUPPLY AND QUALITY**

The provisions of MnDOT 1601 are supplemented as follows:

S-18.1 In conformance with the provisions of Minnesota Laws 2014, Chapter 294, Article 2, Section 22, the Contractor will furnish and use only steel and iron materials to the maximum extent practicable that have been melted and manufactured in the United States. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

S-18.2 All bids must be based, to the maximum extent practicable, on furnishing domestic iron and steel, which includes the application of the coating. The state may approve the use of foreign iron and steel materials for particular Contract items, provided the bidder submits a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s) for one or more of the Contract bid items. The Contractor shall submit a "Stipulation for Foreign Iron or Steel Materials" form for each stipulation with the Contractor's proposal. If the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a stipulation with the proposal.

- S-18.3 Prior to performing work, the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.
- S-18.4 Source of Supply and Quality: MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Monies due or to become due the Contractor will be reduced according to these costs.
- S-18.5 Partial Payment: All provisions for partial payments shall apply to domestic materials only. The Contractor will not receive payment for materials manufactured outside of the United States until such materials are delivered to the job site.

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:

- S-19.1 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:

- S-20.1 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.
- S-20.2 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 (1701) LAWS TO BE OBSERVED – USE OF EQUIPMENT FROM CERTAIN SUPPLIERS PROHIBITED - REVISED 02/26/21

MnDOT 1701 is modified by adding the following:

- S-21.1 By signing this Contract, Contractor certifies that, consistent with section 889 of the John McCain National Defense Authorization Act for fiscal year 2019, Public Law 115-233 (Aug. 13, 2018) the Contractor may not use funding covered by this Contract to procure or obtain, or extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in section 889 of the Act) as a substantial or essential component of any system, or as critical technology as part of any system. Contractor must include this certification as a flow down clause in any subcontract related to this contract.

S-22 **(1701) LAWS TO BE OBSERVED**

The provisions of Mn/DOT 1701 are supplemented with the following:

S-22.1 The Contractor is advised of the requirement to comply with the provisions of Minnesota Statutes Chapter 105.41 pertaining to permit requirements for use of surface or underground waters. Related information may be obtained from the Department of Natural Resources.

S-23 **(1701) LAWS TO BE OBSERVED (WET LANDS)**

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

S-23.1 If the Contractor operations involve the excavation and/or disposal of material off MnDOT Right of Way, the Contractor is advised of the following:

MN Statutes Sections 103G.2212 and 103G.241 stipulate that an agent or employee of another may not:

- 1) drain, excavate, or fill a wetland, wholly or partially; or
- 2) construct, reconstruct, remove, or make any change in any reservoir, dam, or the course, current, or cross-section of any public water, unless a signed statement from the property owner is obtained stating that any permit or wetland replacement plan required for the work is in place, or that a permit or replacement plan is not required; **AND** this statement is mailed to the appropriate office with jurisdiction over the wetland or public water prior to initiating the work.

The "Landowner Statement and Contractor Responsibility For Work in Wetlands or Public Waters" can be found at http://www.bwsr.state.mn.us/wetlands/forms/Contractor_Responsibility.doc . The Contractor shall provide the Engineer with a copy of the completed "Landowner Statement and Contractor Responsibility for Work in Wetlands or Public Waters" for the excavation and/or disposal site prior to initiating the work.

S-24 **(1701) LAWS TO BE OBSERVED (BRIDGE)**

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

S-24.1 The Contractor shall use MnDOT-approved companies for testing, waste transport and disposal of asbestos and regulated wastes, as provided in MnDOT's manual "Asbestos and Regulated Waste Manual For Structure Demolition Or Relocations for Construction Projects". The manual is available on the following website: <http://www.dot.state.mn.us/environment/buildingbridge/index.html>. Contact the Office of Environmental Stewardship at 800-657-3774, with any questions regarding the manual.

The Contractor shall only use MnDOT-approved contractors for the following work: building/bridge assessments, asbestos abatement and regulated waste oversight, asbestos removal, regulated waste removal, and regulated waste disposal and recycling. Contact the Office of Environmental Stewardship at 800-657-3774, with any questions regarding the manual.

The Contractor shall use only MPCA-permitted Combined Solid Waste Disposal Facilities to dispose of all solid waste including demolition debris. Do NOT dispose of demolition debris in a permit-by-rule landfill.

S-24.2 The Contractor shall:

(A) All work must comply with applicable federal and state regulations.

(B) Provide the Minnesota Pollution Control Agency (MPCA) and the Engineer written notice of intent to demolish or move a structure - see form "Notification of Intent to Perform a Bridge Demolition for MnDOT Operations" at <http://www.dot.state.mn.us/environment/buildingbridge/index.html>. Provide such notice to the MPCA and the Engineer at least 10 working days before any move or demolition.

- (C) In addition to (A) and (B), if the bridge contains any asbestos, the Contractor shall:
- (1) Use a MnDOT approved oversight contractor to oversee the work of the MnDOT-approved asbestos abatement contractor.
 - (2) If there is over 160 sq ft, 260 linear ft, or 35 cu ft of asbestos on the premises, submit "Notification of Asbestos Related Work", to the MPCA and the MN Department of Health. Submit notice at least 10 working days before commencing abatement activities. The Contractor shall submit a copy of the completed notification to the Engineer at the same time.
 - (3) Submit all required documentation to the MPCA and the MN Department of Health, and copy the Engineer on all submittals. Information on MPCA requirements can be found at http://www.pca.state.mn.us/programs/asbestos_p.html. Information on Department of Health requirements can be found at: <http://www.health.state.mn.us/divs/eh/asbestos/index.html>.
 - (4) Comply with all applicable USDOT packaging and transportation requirements when transporting asbestos-containing waste. The Contractor shall provide the Engineer with all Asbestos Containing Material Transportation shipping papers/manifests. Shipping paper guidance can be found at <http://www.dot.state.mn.us/environment/buildingbridge/disposal.html>.
 - (5) Dispose of all asbestos containing waste in a MPCA-permitted mixed municipal solid waste or Industrial landfill or a landfill permitted to accept asbestos-containing waste as listed under Landfills/Regulated Waste at <http://www.dot.state.mn.us/environment/buildingbridge/index.html> under Approved Contractors. Do not dispose of asbestos-containing waste in demolition debris landfills.
 - (6) Ensure that the oversight contractor provides the Engineer with a final report meeting the requirements contained in MnDOT's manual "Asbestos and Regulated Waste Manual for Structure Demolition or Relocations for Construction Projects" available on the following website: <http://www.dot.state.mn.us/environment/buildingbridge/index.html>.
 - (7) Notify the Engineer immediately if while removing or renovating a utility facility or bridge, the Contractor encounters additional asbestos materials or regulated wastes, other than that noted in the Assessment Summary. The Engineer may suspend work in accordance with MnDOT 1501. Abatement of the additional asbestos materials or regulated wastes will be paid for as Extra Work in accordance with MnDOT 1402.5.
- (D) Comply with the requirements specified in MnDOT's manual "Asbestos and Regulated Waste Manual for Structure Demolition or Relocations for Construction Projects" available on the following website: <http://www.dot.state.mn.us/environment/buildingbridge/index.html>.

S-24.3

The Contractor shall comply with all applicable MnDOT policies, and all applicable laws, rules, and regulations governing removing and recycling/disposing of any regulated wastes including, but not limited to: (*see manual for procedures and approved contractors/end sites*)

1. Treated Wood
2. Lead Paint
3. Lead Plates
4. Polychlorinatedbiphenols (PCB's)
5. Mercury

When shipping any of these wastes, the Contractor must comply with USDOT packaging and transportation requirements. The Contractor shall provide the Engineer with all shipping papers or manifests.

The Contractor shall provide the Engineer with copies of disposal or recycling records.

S-24.4

FAILURE TO COMPLY WITH THE NOTIFICATION PROVISIONS IN THIS SECTION WILL BE DEEMED A MATERIAL BREACH OF CONTRACT. IF A REGULATORY AGENCY IMPOSES MONETARY SANCTIONS ON LINCOLN COUNTY THAT ARE BASED, IN WHOLE OR IN PART, UPON THE ACTS OR OMISSIONS OF THE CONTRACTOR, THE CONTRACTOR AGREES TO INDEMNIFY LINCOLN COUNTY AND TO HOLD LINCOLN COUNTY HARMLESS FOR SAME, EXCEPT TO THE EXTENT THAT ANY SANCTIONS WERE CAUSED BY LINCOLN COUNTY'S OWN NEGLIGENCE.

S-25 **(1706) EMPLOYEE HEALTH AND WELFARE**

The provisions of MnDOT 1706 are supplemented with the following:

- S-25.1 The Contractor must not use motor vehicle equipment that has an obstructed rear view unless:
 - (A) The vehicle has a reverse alarm that is audible above the surrounding noise level; or
 - (B) An observer signals to the operator that it is safe to reverse.

S-25.2 **The Department may assess a monetary deduction \$500 per incident for a violation of safety standards that could result in death or dismemberment.**

S-25.3 The areas of special concern include, but are not limited to, excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection (see above), confined space safety, blasting operations, and personal safety devices.

S-25.4 The Contractor cannot avoid complying with safety standards by paying the deduction.

S-26 **(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-27 **(1803) PROGRESS SCHEDULES**

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

S-27.1 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-28 **(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:

Contract Time for this Contract will be assessed by SAP number.

S-28.1 **SAP 041-615-022**
All work required for **SAP 041-615-022** under this Contract, except maintenance work and Final Clean Up shall be **completed within 10 Working Days**. Working Days will begin upon closure of the road, or delivery of pipe on the road, whichever is earlier.

All work required on **SAP 041-615-022** under this Contract shall be **completed on or before November 26, 2021**.

S-28.2

SAP 041-619-014

All work required for **SAP 041-619-014** under this Contract, except maintenance work and Final Clean Up shall be **completed within 15 Working Days**. Working Days will begin upon closure of the road, or delivery of pipe on the road, whichever is earlier. No project activity to be conducted within the stream channel between May 15 and June 15 to meet permit requirements for fish spawning unless the contractor receives written permission from the DNR.

All work required on **SAP 041-619-014** under this Contract shall be **completed on or before November 26, 2021**.

S-28.3

FINAL CLEANUP

Upon completion of all major items of each SAP 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.**

S-29

(1807) FAILURE TO COMPLETE THE WORK ON TIME
Revised 2/2018

The provisions of Mn/DOT 1807 are supplemented as follows:

S-29.1

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 hourly rate of the staff observing the project and equipment that was used on the project.

S-30

(1809) TERMINATION OF CONTRACT

The first paragraph of 1809 is revised to read:

S-30.1

The Department may, by written notice, terminate the Contract or any portion thereof when it is deemed in the best public, County, State, or national interest to do so; or after finding that for reasons beyond the Contractor's control they are prevented from proceeding with or completing the Contract work within a reasonable period of time.

S-31

(1901) MEASUREMENT OF QUANTITIES

The following shall be added to MN/DOT 1901:

S-31.1

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.

- 5) **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.**

S-31.2 **ALLOWABLE LEAGAL GROSS WEIGHT**

The allowable legal gross weight is defined as the vehicle license gross weight plus the tolerance provided in Minnesota Statutes 168.013 or the gross legal weight provided by Minnesota Statutes 169.825, 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.

- S-31.3 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-32 **(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.

S-33 **(1905) COMPENSATION FOR ELIMINATED ITEMS**

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

- S-33.1 Lincoln County has the right to delete all or part of the Contract Items with no adjustment in Contract Price.

S-34 **(1906) PARTIAL PAYMENTS**

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

- S-34.1 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.

- S-34.2 Payment for materials on hand will not be made under this contract.

- S-34.3 **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-35 **(1908) FINAL ESTIMATE AND FINAL PAYMENT-CONDITIONS AND PROCESS**

The following provisions shall apply to preparation of the Final Estimate and execution of Final Payment under this Contract:

- S-35.1 Before final payment is made for this project, the Contractor and all Sub-Contractors shall make a satisfactory showing that they have complied with the Provisions of Minnesota Statutes 290.92, requiring the withholding of State Income Tax for wages paid employees on this project. Receipt of a certificate of compliance from the Commissioner of Taxation an affidavit that they have complied with the Provisions of 290.92. The required affidavit form will be supplied by the Commissioner of Taxation, Centennial Building, St. Paul, MN, on request.
- S-35.2 Before final payment is made for work on this project, the Contractor shall make a satisfactory showing that they have made settlement with the owner or owners of the gravel, sand, binder soil, borrow soil, sod or rock deposits for which that Contractor selects the source of material.

S-36 (2051) MAINTENANCE AND RESTORATION OF HAUL ROADS

- S-36.1 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.
- S-36.2 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.
- S-36.3 Maintenance and restoration of haul roads shall be paid by the contractor with no compensation from the County.

S-37 (2101) CLEARING AND GRUBBING

- S-37.1 **All in place materials shall be completely removed and disposed off-site at a commercial demo facility chosen by the Contractor with the approval of the Engineer in accordance with applicable regulations. Contractor shall not bury the materials at the project site. A \$500 deduct will be applied per site for any buried materials from this contract found and the buried material shall be removed at the Contractors expense.**

**S-38 (2104) REMOVE AND HAUL TREATED WOOD
REVISED 04/2017**

If the Contractor is required to dispose of treated wood, the provisions of MnDOT 2104 are supplemented with the following:

- S-38.1 The Contractor can elect to reuse the treated wood for its original intended purpose. The Contractor shall furnish a completed Transfer of Ownership form to the Engineer prior to removing any treated wood from the Project limits. The Transfer of Ownership form is available at the following website:
<http://www.dot.state.mn.us/environment/buildingbridge/index.html>.
- S-38.2 If the Contractor cannot or elects not to re-use the treated wood for its original intended purpose, but must be disposed, the following shall apply:
The Contractor shall dispose of all waste treated wood in a MPCA permitted Minnesota solid waste or industrial landfill or landfills listed under Landfills/Regulated Waste at <http://www.dot.state.mn.us/environment/buildingbridge/index.html>. The Contractor shall not dispose of waste treated wood in a demolition landfill. Within 30 days after the treated wood is transported to the landfill, the Contractor shall provide the Engineer with shipping manifests, scale tickets and invoices. Shipping manifests shall include, but are not limited to, the following information: specify treated wood as the type of waste, quantity of wood, date of hauling and disposal, and location of disposal.

S-38.3 Measurement and payment for the removal and disposal of treated wood will be made only when specifically included for payment as such in the Proposal and as listed in the Plans. All other removal and disposal of treated wood operations shall be incidental.

S-39 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

The provisions of MnDOT 2104 are supplemented with the following:

The Contractor will be responsible for the cost to replace any aggregate and bituminous removed beyond the stations identified on the plans.

All salvaged and removed pavement may be hauled to the Sook Pit located in the Northwest quarter of section 15, T111N, R44W in Lake Stay Township.

Bid price shall include the removal and hauling of the bituminous pavement to the Sook Pit.

**S-40 (2211) AGGREGATE BASE
Revised 1/2014**

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

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

S-41 (2412) PRECAST CONCRETE BOX CULVERTS

This work shall be done in accordance with the Provisions of Specifications 2412, except as modified below:

S-41.1 Structure excavation and/or channel excavation shall be considered incidental work and no direct compensation will be made therefore.

S-41.2 Each joint of the concrete box culvert shall be effectively protected against infiltration of backfill by **wrapping the entire joint with an approved filter cloth material.** The filter cloth shall extend 12 inches or more on each side of the joint and secured in place by a method as approved by the Engineer. **Mastic joint sealer shall be placed around the entire joint of the pipe.** Lifting holes shall be plugged with a precast concrete plug, sealed, and covered with mastic or mortar.

S-41.3 **The space between the barrels shall be filled with concrete that meets 2018 MNDOT Spec. 2461 Concrete Mix No 1P62.** The concrete mix shall be set (approx. 12 hours) before water is released thru the box culvert. Furnishing and installing this concrete shall be included in the bid price for 2412.511 Precast Concrete Box Culverts and no direct compensation will be made therefore.

S-41.4 **Any drain tile outlets encountered on these projects shall be adjusted and restored to meet or exceed its original condition. The location shall tie in with the reconstructed channel or ditch slope. All costs for these adjustments shall be included in the bid price for 2412.512 Precast Concrete Box Culvert End Section and no direct compensation will be made therefore.**

S-41.5 **The Contractor shall take care not to create any concrete pop-outs. The Engineer shall determine whether or not a concrete chip/pop-out shall be repaired. All pop-outs shall be immediately repaired (as directed by the Engineer in the field) by the Contractor using a non-shrink grout product recommended by the manufacturer/supplier, at no additional cost to the Department. In addition to the repair responsibility, a \$250 deduction will be applied per pop-out.**

S-41.6 **The County will retain Twenty-Five (25) percent of payment due for 2412.511 Precast Concrete Box Culvert and 2412.512 Precast Concrete Box Culvert End Section for each Box Culvert location until seeding and erosion control operations are completed for that site.**

S-42 (2442) REMOVAL OF EXISTING BRIDGES

Structure excavation and backfill shall be constructed in accordance with the provisions of Specification 2451 and the following:

S-42.1 The Regulated Waste Assessment Reports for Structures L1978 (SAP 041-615-022) and L1988 (SAP 041-619-014) are on file at the Lincoln County Highway Department. Copies of these reports will be provided upon request.

The report for structure L1988 (SAP 041-619-014) have been identified to have the presence of Treated Wood. The Treated Wood shall be removed and disposed as specified within the provisions outlined and the attached "NOTIFICATION FORM ON OWNERSHIP TRANSFER OF TREATED WOOD" Form.

The report for structure L1978 (SAP 041-615-022) has identified lead paint on the railing. The railing shall be encapsulated with an approved encapsulating paint prior to removal. The report for structure L1988 (SAP 041-619-014) identified painted cutting edges. The painted portions shall be removed and disposed as specified within the provisions outlined and the attached "NOTIFICATION FORM ON OWNERSHIP TRANSFER OF MATERIALS WITH LEAD-BASED PAINT" Form.

S-42.2 **All in place materials shall be completely removed and disposed off-site at an appropriate commercial location chosen by the Contractor with the approval of the Engineer in accordance with applicable regulations. Contractor shall not bury the old structure at the project site. A \$5000 deduct will be applied per site for any buried materials from this project found and the buried material shall be removed at the Contractor's expense.**

S-42.3 The Contractor shall fill out and submit the Minnesota Pollution Control Agency "Notification of Intent to Perform a Bridge Demolition for MnDOT Operations" at least 10 working days prior to demolition. This form shall be sent to the Minnesota Pollution Control Agency and a copy submitted to Lincoln County.

S-42.4 All costs for materials, equipment and labor incurred to remove and properly dispose of the treated wood shall be included in the unit price for 2442.501 Remove Existing Bridge and no direct payment will be made therefore.

S-43 MIGRATORY BIRD PROTECTION

Bridge sites such as those in this Contract are sometimes attractive places for many species of birds to nest and raise their young.

Bidder's attention is directed to the fact that the Federal Migratory Bird Treaty Act 50 CFR 21 protects many bird species (such as swallows), and the knowing destruction of these species or their active nests is a violation of state and federal law. Existing Bridge No. **L1978 & L1988**, are known to support nesting swallows. Cliff swallows and barn swallows are bird species that are known to frequently build their nests on bridges that are over or near water.

The first priority for this Project is for the Contractor to take measures to prevent birds from establishing active nests (nests are considered active if they contain eggs or live young) until such time as the bridge construction activities are completed, or no longer threaten the nests. The following action can be undertaken by the Contractor without a permit to prevent birds from nesting.

- Removal of old nests from the previous nesting season (not active) from the structure.
- Removal of nests as they are being established but prior to becoming active
- Covering the underside and nesting surfacing of the bridge with fabric or netting to prevent the birds from accessing the structure. (note: netting has to be installed prior to the establishment of active nests).

If it is not possible to remove nests prior to being active, the Contractor must contact MnDOT’s Office of Environmental Stewardship (OES) to obtain the appropriate State and Federal permits. The OES contact is listed below.

Christopher E. Smith
 Minnesota Department of Transportation
 Office of Environmental Stewardship
 Mail Stop 620
 395 John Ireland Boulevard
 St. Paul, MN 55155-1899
 Phone: 651-366-3605
 Email: christopher.e.smith@state.mn.us

Summary

- (1) Bridge work may be performed outside of the nesting season. However, due to seasonal weather fluctuations, the nesting season can vary year to year and also varies depending on the species of bird. Generally, the swallow nesting season is approximately May 1st to September 1st. No permits are required for work outside of this time frame unless active nests are involved.
- (2) The portions of the bridge providing nesting sites (undersides, overhangs, and ledges) may be covered with tarps, fabric or netting to prevent the birds from nesting. Other acceptable options are to diaper the underside of the bridge or hang filter reinforced with wire mesh from the side of the bridge to a foot below the water line. No permits are required for this activity unless active nests are involved. These measures need to be implemented before active nests are established.
- (3) Old nests from the previous year and that are not active can be removed. No permits are required for this activity unless active nests are involved.

All work associated with the acquisition of the necessary permits and any corresponding requirements will be incidental. All work associated with the screening, proper disposal of swallow nests and/or swallows and eggs from the bridge, shall be included to the bid price for the removal of the bridge.

S-44 (2451) STRUCTURE EXCAVATIONS AND BACKFILLS

Structure excavation and backfill shall be constructed in accordance with the provisions of Specification 2451 and the following:

- S-44.1 Coarse Filter Aggregate, as shown on the plans, shall meet the requirements of specification 3149.2H:
- S-44.2 Compaction of backfills adjacent to and over the new culvert shall be by the Quality Compaction Method. The Contractor shall use hand operated compaction equipment where required to attain the required density when constructing the bedding and backfilling adjacent to the structure. Bedding and backfills shall be compacted in lifts of material not to exceed 1.0 foot in depth.

S-44.3

Dewatering

Sheet piling or an approved alternative product shall be installed on both ends of the structure to stop flow of water in the work area prior to the start of the removal of the existing structure. The dams shall remain in place until the new structure is installed and all riprap is placed. Dams may not be required during dry stream bed conditions if approved by the Engineer. **Earthen Dams will not be allowed.**

The Contractor shall attempt to pump water to maintain water levels during construction. Additional pumps or a diversion channel may be required to maintain water levels. The attached MN DNR General Permit specifies that “No construction of temporary channel diversions or placement of fill below the OHW for temporary work pads, bypass roads, access roads, or coffer dams to aid in construction of any authorized structure is allowed unless specifically approved in writing by the Area Hydrologist. Plans need to be: 1) submitted at least 15 days prior to construction and 2) be consistent with the Best Management Practices Manual for meeting DNR General Public Waters Work Permit 2004-0001.” A copy of the Dewatering Plan approved by the DNR Area Hydrologist shall be submitted to the Engineer prior to the start of work in the OHW.

All costs for materials, equipment and labor incurred to perform dewatering operations shall be included in the unit price for 2412.511 Precast Concrete Box Culvert and no direct payment will be made therefore.

S-45

(2462) PRECAST CONCRETE
Revised 4/2020

MnDOT 2462 is hereby modified as follows:

S-45.1

Table 2462-4 of MnDOT 2462.2.F.2 shall be deleted and replaced with the following:

F.1.d Coarse Aggregate (CA) Designation

Determine the coarse aggregate designation in accordance with Table 2462-3 based on the intended use and the gradation requirements in 3137, “Coarse Aggregate for Portland Cement Concrete.”

Table 2462-3	
Coarse Aggregate Designation for Concrete	
Designation	Coarse Aggregate Gradation
1	2301, Concrete Pavement Only
2	ASTM #67
3	ASTM #7
4	ASTM #89
7	CA-70
8	CA-80
X	No gradation required

S-45.2

Table 2462-4 of MnDOT 2462.2.F.2 shall be deleted and replaced with the following:

Table 2462-4 Precast Concrete Mix Design Requirements								
Concrete Grade	Mix Number *	Intended Use	Maximum w/c ratio	Cementitious Content (lbs/cy)	Maximum %SCM (Fly Ash/ Slag/ Ternary)	Slump Range ‡	Minimum Compressive Strength, f'c (28-day) #	3137 Spec.
M	3M82	Precast Concrete Barrier	0.45	530 – 750	30/35/40	1 – 8”	4500 psi	2.D.1
V	3V82	Wetcast retaining wall blocks, noisewall panels, equipment pad	0.45	605 – 850	30/35/40	1 – 8”	4000 psi	2.D.1
W	1W82	Bridge Girders	0.42	660 – 850	30/35/40	1 – 8”	Design Strength Per Plan §	2.D.1
	3W82	Noisewall posts, box culverts, bridge girders†	0.42	660 - 850	30/35/40	1 – 8”	Design Strength Per Plan §	2.D.1
	3W8X	Pipe, manholes, inverts	0.45	470 +	30/35/40	1 – 8”	Design Strength Per Plan §	2.D.1
Z	3Z82	Thin Panel Retaining Walls	0.45	605 – 850	30/35/40	1 – 8”	4000 psi	2.D.2

* The Precaster may choose to use the Coarse Aggregate Designation “1” for the 4th digit in accordance with Table 2462-3, if allowed by the structure.
|| If the intended use is not included elsewhere in the Specification or Special Provisions, design concrete mix 3W82.
† Review the Plans to determine if the bridge girders require air entrainment.
‡ Flowable slumps exceeding the designated slump range require approval of the MnDOT State Materials Engineer.
Requires strength cylinders in accordance with 2462.3.G.4 for determining shipping strength.
§ If design strength is not indicated in Plan, minimum 28-day compressive strength is 5700 psi for 1W82 and 5000 psi for 3W82 and 3W8X

S-45.3 The first sentence of MnDOT 2462.2.F.1.b shall be deleted and replaced with the following:

The Department will designation concrete grade in accordance with Table 2462-4 using a letter to represent the following:

S-45.4 MnDOT 2462.3.G.4 shall be deleted and replaced with the following:

G.4 Test Methods and Specimens

Perform sampling and testing in accordance with the Concrete Manual and test according to the requirements of the Schedule of Materials Control.

Anyone fabricating concrete cylinders is required to hold either a current ACI Field 1 Technician Certification or a MnDOT Field 1 Technician Certification.

Anyone performing concrete strength testing of cylinders is required to hold one of the following current certifications:

- (1.1) ACI Strength Testing Technician Certification,
- (1.2) MnDOT Strength Testing Technician Certification, or
- (1.3) WisDOT Strength Testing Technician Certification.

Furnish molds based on the maximum size aggregate for the test specimens in accordance with the following:

- (2.1) 4 in × 8 in cylinder molds,
- (2.2) 6 in × 12 in cylinder molds for maximum aggregate sizes greater than 1¼ in.

G.4.a Strength Cylinders

The Precaster will cast all strength cylinders to determine the following:

- (3.1) Handling or “Stripping” Strength
- (3.2) Shipping Strength
- (3.3) Verification

Cast all cylinders used for determining strength at each stage for all types of precast operations. Cure all cylinders in the same location and under the same conditions as the concrete structure or unit involved meeting the requirements of ASTM C31.

S-46 (2511) RIPRAP

This work shall be performed in accordance with the Provisions of Specifications 2511, except as modified below:

S-46.1 Non-woven geotextile material shall be placed prior to the placement of riprap and shall be included in the unit bid price for riprap.

S-46.2 Rip-Rap delivered to the project shall be accompanied with a certified scale ticket. Failure to comply may result in forfeiture of payment.

S-47

(2575) TURF ESTABLISHMENT

S-47.1

The contract unit price includes all cost for preparatory work and operations, including the movement of personnel, equipment, supplies, and incidentals to the project relating to establishing turf and controlling erosion. The following conditions are placed on payment of 2575.601 Turf Establishment (Mobilization):

- a) The unit payment will be made for the mobilization to the project for completion of permanent work for establishing turf and controlling erosion to prevent off site sedimentation in AES (Areas of Environmental Sensitivity) and near resource waters and keeping in conformance with MPCA construction storm water permit.

The unit payment will be reduced by 50% for each mobilization to the project if the establishing turf and controlling erosion work is not completed within the timeframe specified in the MPCA construction storm water permit.

- b) The Department will not pay more than the original contract plan quantity for the mobilization item, even if the Contractor mobilizes more often than plan quantity or the Contractor shuts down work on the project or moves equipment away from the project and then back again.

S-48

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.



Minnesota Pollution Control Agency Notification of Intent to Perform a Bridge Demolition For Mn/DOT Operations.



Minnesota Pollution Control Agency

Type of Notification: [] Original [] Amended [] Project Cancellation
 Notification must be postmarked or received ten (10) WORKING days before demolition begins.

Demolition Contractor:

Name: _____
 Address: _____

 City, State, Zip: _____
 Contact Person: _____
 Phone Number(s): _____

Bridge Information:

Bridge Number: _____
 Mile Point/Trunk Highway: _____
 Miles and direction (N,E,W,S) From Nearest Town: _____

 County: _____
 Project Engineer Phone Number(s): _____

Bridge Owner:

Name: _____
 Address: _____

 City, State, Zip: _____
 Contact person: _____
 Phone Number(s): _____

Age of Brdg. (years): _____ Size of Brdg. (sq. ft.): _____
 Type of Bridge: _____

Suspect Materials to be checked for asbestos: pipes, asphalt underlay, spray-on application, and joint compounds.

Dates when demolition will Begin _____ & End _____.

Both Beginning and Ending dates should be amended in writing as necessary to reflect current project dates.

Check as appropriate:

- There is no Asbestos Containing Material (ACM) present in the structure to be demolished.
- ACM will be removed prior to or during demolition. (Attach MPCA asbestos notification form.)

1. Provide name of company and/or individual that conducted the bridge assessment, MDH certification # and procedure used to determine presence or absence of ACM (including analytic method): _____

2. Description of planned demolition and the specific method(s) that will be used: _____

Demolition Material should be recycled on site or sent to a metal scrap recycler. Information must be provided on the following items 3 and 4 for any material not recycled:

3. Demolition Waste Transporter(s):

Transporter Name: _____
 Transporter Contact: _____
 Transporter Address: _____
 City, State, Zip: _____
 Phone Number: _____

4. Demolition Waste Disposal Site:

Landfill Name: _____
 Owner/Operator: _____
 Address/Location: _____
 City, State, Zip: _____
 Phone Number: _____

5. I certify that the above information is correct and I am a bonafide representative of the demolition contractor or bridge owner and have authority to enter into agreements for my employer. In event that unexpected asbestos containing material is found, the material will be removed by a MDH certified asbestos abatement contractor.

Signature of Contractor, Owner Agent _____

Date _____

Send to: Minnesota Pollution Control Agency 520 Lafayette Road N. St. Paul, MN 55155-4194	CC: MnDOT-Mail Stop 620 395 John Ireland Boulevard St. Paul, MN 55155-3000	For questions call: 651-366-3630 or 651-366-3637
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PCB Removal Information Polychlorinated Biphenyls (PCBs) will be removed from the bridge prior to demolition.

Mercury Removal Information Material containing mercury will be removed from the bridge prior to demolition.

Treated Wood and Lead Plates Will be removed from the bridge prior to demolition or separated during demolition.

Peeling or Loose Lead Paint Will be encapsulated or removed prior to demolition.

NOTIFICATION FORM ON OWNERSHIP TRANSFER OF TREATED WOOD

The prospective buyer identified below has expressed interest in obtaining treated wood from MnDOT for reuse/recycling. Treated wood can include, but is not limited to: copper chromium arsenic (CCA), ammoniacal copper quat (ACQ), copper azole, ammoniacal copper citrate, creosote, and pentachlorophenol (PCP or penta). By signing this document, the buyer certifies that he or she is familiar with proper handling and disposal of this material. The buyer must complete this form to MnDOT's satisfaction prior to removal of any treated wood. Any change in the method or location of re-use of the materials would require re-submittal and approval.

Source of treated wood: _____

MnDOT Contract: _____

Buyer: _____
 (name, company, mailing address, telephone number)

OWNERSHIP TRANSFER

Description	Quantity	Date Transferred	Comments

Buyer assumes all risk and agrees to hold harmless, defend, and indemnify MnDOT for any claim that may be brought against it by any individual, entity, or governmental agency pursuant to any local, state, or federal law or regulation or pursuant to decisional law that is based upon a release or threatened release of a hazardous substance or a pollutant or contaminant occurring on or in the Property. In addition to requests for monetary compensation, the term "claim" as used herein includes, but is not limited to, demands to MnDOT for clean up or remediation costs, fines, and costs and expenses, including attorneys' fees.

I _____ certify that the following information is correct:
(Print name of authorized buyer)

The above treated wood will be reused in the following manner:

I also certify that _____ is familiar with Local, State and Federal
(Buyer name)
requirements, including the Minnesota Pollution Control Agency fact sheet "Treated Wood: Use, Disposal and Alternatives for Businesses", regarding proper handling and disposal of treated wood and the buyer has been notified of this.

(Buyer signature) (Date)

Received by MnDOT representative: _____
(Print name)

(Signature) (Date)

cc: District File
Office of Environmental Stewardship (Mail stop 620)

Buyer assumes all risk and agrees to hold harmless, defend, and indemnify MnDOT for any claim that may be brought against it by any individual, entity, or governmental agency pursuant to any local, state, or federal law or regulation or pursuant to decisional law that is based upon a release or threatened release of a hazardous substance or a pollutant or contaminant occurring on or in the Property. In addition to requests for monetary compensation, the term "claim" as used herein includes, but is not limited to, demands to MnDOT for clean up or remediation costs, fines, and costs and expenses, including attorneys' fees.

I _____ certify that the following information is correct:
(Print name of authorized buyer)

The above referenced materials will be reused/recycled in the following manner: _

I also certify that _____ is familiar with the requirements in OSHA 29
(Buyer name)

CFR 1926.62 and Minnesota Rules Chapter 7025 relating to lead, precautions to be taken when working with lead and proper handling and disposal of materials with lead-based paint systems and that the buyer has been notified of the presence of the lead-based paint.

(Buyer signature) (Date)

Received by MnDOT representative: _____
(Print name)

(Signature) (Date)

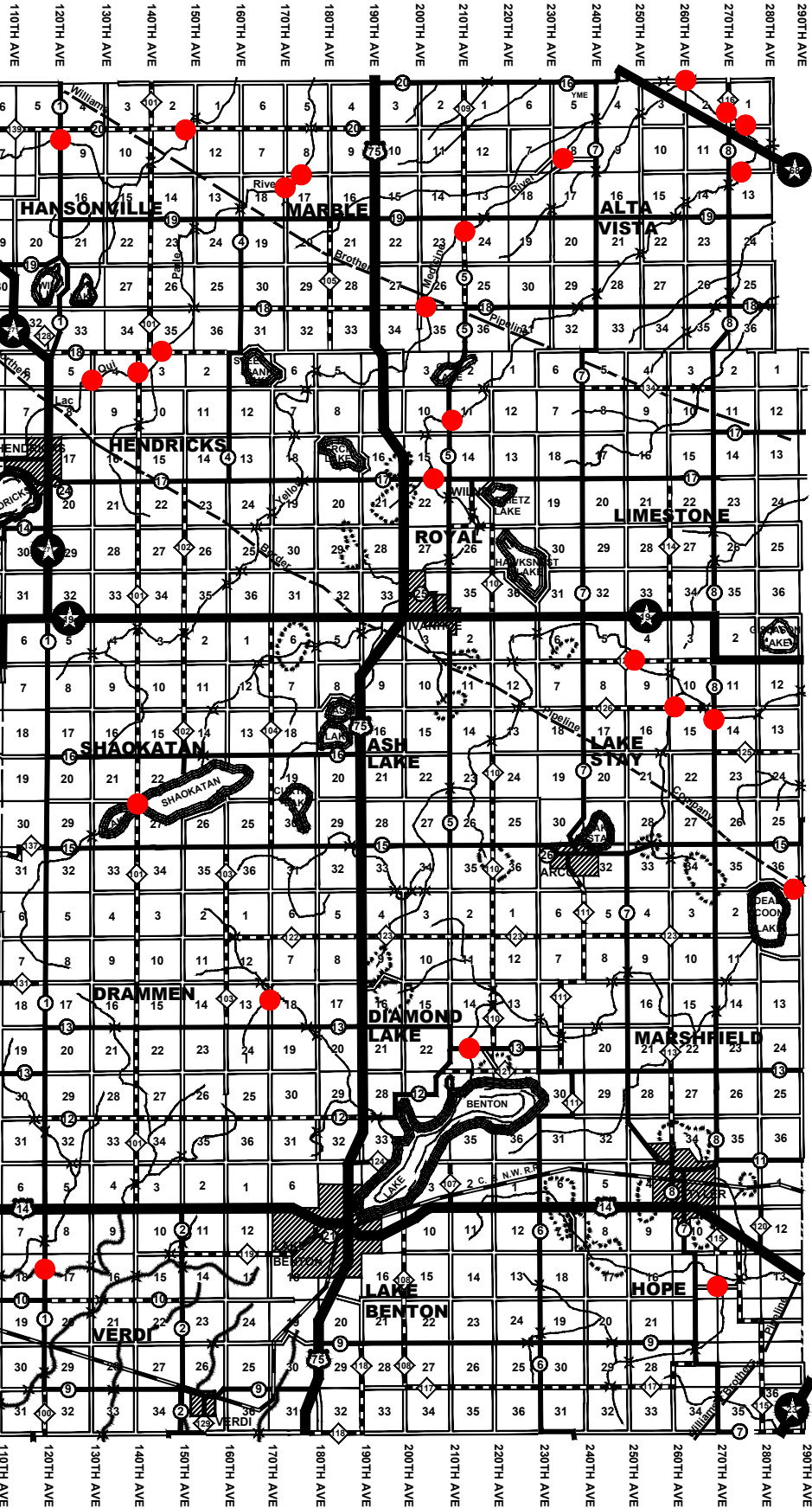
cc: District File
Office of Environmental Stewardship (Mail stop 620)



LINCOLN COUNTY MN

BRIDGES THAT REQUIRE ENGINEER STUDY TO CROSS WITH OVERWEIGHT LOADS (APPLICANT PAYS FOR THE ENGINEERING STUDY)

YELLOW MEDICINE CO.



STATE OF SOUTH DAKOTA

COUNTY

R 47 W	R 46 W	R 45 W	R 44 W
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PIPESTONE CO.

FEB 2021 - JMW



Minnesota Department of Transportation
Request to Sublet Form (Standard Specification 1801)

Prime Contractor / Project Information

Prime Contractor:	State Project Number:
Contact Person:	Contract Number (if applicable):
Telephone Number:	Project Location:

Important Notices and Instructions

- The prime contractor must complete this form, acquire all applicable signatures and submit it to the project engineer (P.E.) **10 days** prior to the first day of work by the subcontractor.
- The prime contractor must ensure that each subcontractor is included in MnDOT’s vendor system. The search engine is located at: <http://transport.dot.state.mn.us/reference/refvendor.aspx>
- If the subcontractor is not included in MnDOT’s vendor system, the prime contractor must have the subcontractor complete and submit a contractor vendor form to lcusupport.dot@state.mn.us prior to the completion and submission of this form. The form is located at: <http://www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf>
- The prime contractor must demonstrate that it has complied with the subcontracting percentages established in the [MnDOT Standard Specifications for Construction, Section 1801](#). To determine this, a Request to Sublet Summary Form is available at: <http://www.dot.state.mn.us/const/labor/documents/contractdocs/rtssummary.xls>
- Upon request, the prime contractor will provide a copy of its written subcontracts to the P.E.
- Each subcontractor that is subject to the contract must submit a certified payroll report pursuant with **Special Provisions Division A – LABOR** incorporated into the contract.
- Each subcontractor must submit an [IC-134 form](#) to the prime contractor upon completion of the work.
- Upon approval, the P.E. will sign the form and provide a copy to the prime contractor.

First Tier Subcontractor Information

First 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? Yes 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 first-tier subcontractor may sublet up to 50% of its contract with the prime contractor.

Total
\$

Second Tier Subcontractor Information

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

CONTRACTOR'S STATEMENT OF COMPLIANCE

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

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

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

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

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

<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>	
<p>(1)</p>	<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.
<p>(2)</p>	<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, 181.13, 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;

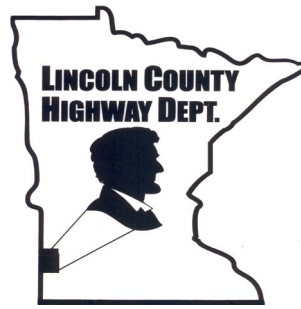
(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(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

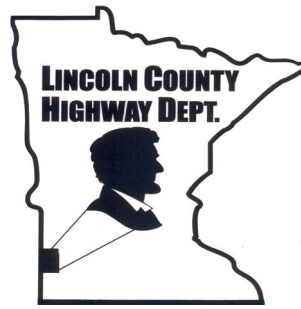
Township Officer

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

SWPPP (All Projects)

SWPPP Narrative

1. The Contractor shall identify an Erosion Control Supervisor who will oversee the SWPPP in accordance with 1506 Supervision by Contractor.
2. The Erosion Control Supervisor shall be responsible for implementation of the SWPPP for all operators on site in accordance with 1717.2 Erosion control A1. during construction
3. The installation timing for all Erosion and Sediment Control (ESC) Best Management Practices (BMPs) as necessary for site conditions shall be in accordance with 2573.3 Construction requirements and MPCA rules.
4. The Contractor shall contact the Engineer in the field prior to the establishment of additional temporary ESC BMPs necessary for site conditions.

Permanent Stormwater Management

Grassed Swales will be used for permanent stormwater management.

Construction Activities Requirements:

1. SAP 041-615-022 crosses Judicial Ditch 29 which has not been identified as an impaired. SAP 041-619-014 crosses the Yellow Medicine River which has been identified as an impaired water for mercury in fish tissue, turbidity, Escherichia coli, aquatic consumption, aquatic life, and aquatic recreation.
2. All exposed soil of the project that drains to a point that is within 1 mile of an impaired water must be stabilized as soon as possible to limit soil erosion but in no case later than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased. All other exposed soil must be stabilized within 14 days.
3. The wetted perimeters of ditches within 200 ft of surface water will be stabilized within 24 hrs.

Sediment Control Measures:

1. Slopes with a 3:1 grade will be broken up into lengths less than 75 feet.
2. Stockpiles shall have sediment control and placed in areas away from surface waters.

Inspections and Maintenance:

1. The Erosion Control will oversee the BMP inspection and maintenance.
 - Inspections will be performed once every 7 days
 - Inspections will be performed within 24 hrs of a rain event greater than 0.5 in/24 hr
 - The inspection and Maintenance records will include
 - Date and time of inspection
 - Name of person(s) conducting inspections
 - Finding of inspections and recommendations for corrective actions
 - Date and amount of rainfall events greater than 0.5 in 24 hr
3. Silt fences will be repaired/replaced/supplemented when nonfunctional or $\frac{1}{3}$ full; within 24 hours in accordance with 2573.3 Construction Requirements M2
4. Please either specify that sediment will be removed from surface waters within 7 days in accordance with 1717.2 Erosion Control A4 Sediment Removal

Pollution Prevention:

1. Solid waste shall be disposed properly; in compliance with MPCA requirements.
2. Hazardous waste shall be stored (secondary containment, restricted access) and disposed in compliance with MPCA requirements
3. External washing of vehicles will be limited so that runoff is contained and waste is properly disposed of.
4. No engine degreasing will be allowed on site.

Final stabilization:

All temporary synthetic and structural BMPs will be removed as directed in 1717.2 Stormwater Management and Erosion Control and 2573.3 Construction Requirements

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.