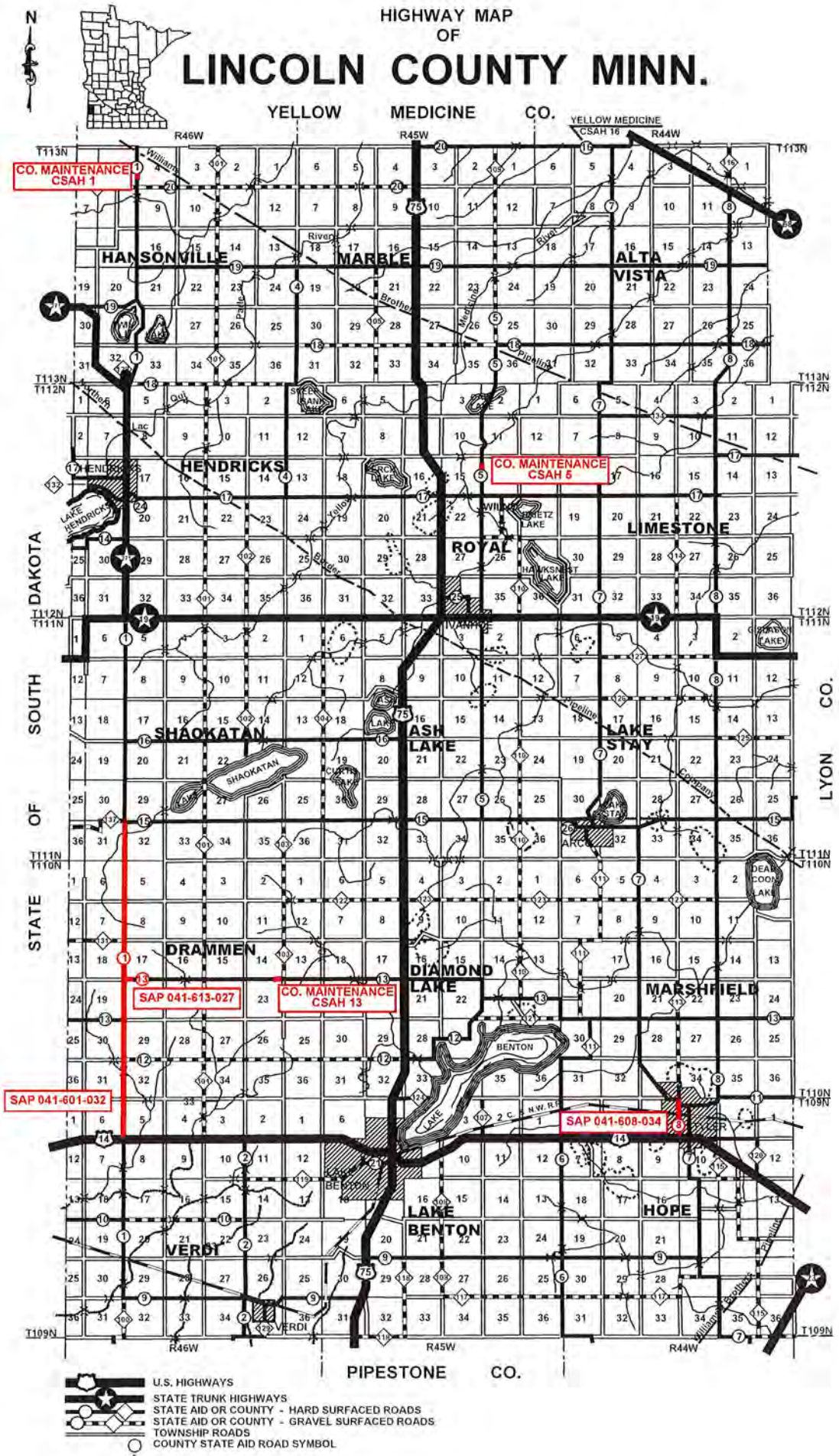
Contract 04-2020
Lincoln County

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, November 30th, 2020 at 2:00pm**. (If mailing your bid, please send it to the attention of the Lincoln County Auditor)
- Proposals shall be submitted in their entirety to be considered as an acceptable bid. (see Special Provision 1209)
- Lincoln County reserves the right to award the contract to the lowest responsible bidder based on the low bid.
- Cooperation by Contractors / Known projects in the area. (see Special Provision 1505)
- City of Tyler has town celebration, Aebleskiver Days, on the forth weekend of July and Lincoln County Fair on the first weekend of August. (see Special Provision 1505)
- Contractor must get flagging agreement with RCPE prior to the start of work. (see Special Provision 1708)
- All work must be completed by **August 31, 2021**. Contract time for this contract will be assessed by SAP number. (see Special Provision 1806)
- Temporary center line striping shall be placed at the end of each day of paving. (see Special Provision 1806)
- Use of platform and loader scales. (see Special Provision 1901)
- Quality Management Paver Mounted Thermal Profile. Not used on Co. Maintenance CSAH 1, Co. Maintenance CSAH 5, and Co. Maintenance CSAH 13. (see Special Provision 2016)
- Only the provisions for the Paver Mounted Thermal Profile (PMTP) apply to this contract. Intelligent Compaction (IC) does Not apply. (see Special Provision 2016)
- Use of Chloride on Haul Roads. (see Special Provision 2051)
- Pavement Smoothness ride evaluation shall be completed by an Independent Contractor. (see Specification 2360)
- Ordinary Compaction method will be used to evaluate density on Co. Maintenance CSAH 1, Co. Maintenance CSAH 5, and Co. Maintenance CSAH 13. All other Projects will use the maximum density method (see Special Provision 2360)
- Contractor shall be responsible for the cost of plant certification. (see Special Provision 2360)


HIGHWAY MAP
OF
LINCOLN COUNTY MINN.
YELLOW MEDICINE CO.
PIPESTONE CO.
LYON CO.
STATE OF SOUTH DAKOTA
CO. MAINTENANCE CSAH 1
CO. MAINTENANCE CSAH 5
CO. MAINTENANCE CSAH 13
SAP 041-613-027
SAP 041-601-032
SAP 041-608-034
HANSONVILLE
MARBLE
ALTA VISTA
HENDRICKS
ROYAL
LIMESTONE
SHAOKATAN
ASH LAKE
LAKE STAY
DRAMMEN
DIAMOND LAKE
MARSHFIELD
LAKE BENTON
HOPE
VERDI
R46W
R45W
R44W
T113N
T112N
T111N
T110N
T109N
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

Lincoln County
221 North Wallace Avenue
Ivanhoe, MN 56142

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

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 2:00 O'CLOCK P.M. ON MONDAY NOVEMBER 30, 2020
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. **04-2020**

STATE AID PROJECT NO: **041-601-032, 041-613-027, & 041-608-034**
COUNTY PROJECTS: **COUNTY MAINTENANCE CSAH 1, CSAH 5, CSAH 13**

LOCATION: (041-601-032) On CSAH 1 between TH 14 & CSAH 15 (Length: 8.027 mi.)
(041-613-027) On CSAH 13 from the intersection of CSAH 1 & CSAH 13 to 282.6' East on CSAH 13 (Length: 0.042 mi.)
(041-608-034) On CSAH 8 between the intersection of TH 14 & CSAH 7 (Strong Street) (Length: 0.877 mi.)
County Maintenance CSAH 1 between CSAH 20 and 400th St (Length: 0.007 mi.)
County Maintenance CSAH 5 between CSAH 17 & 320th St. (Length: 0.014 mi.)
County Maintenance CSAH 13 between 150th Ave & CR 103 (Length: 0.008 mi.)

TYPE OF WORK: Aggregate Shouldering, Bituminous Surfacing, and Minor Grading

LENGTH: Varies

STARTING DATE: See Special Provisions

COMPLETION DATE: August 31, 2021

NOTICE TO BIDDERS: In submitting a bid, YOU MUST RETURN THIS COMPLETE PROPOSAL. You must initial changes made in the Schedule of Prices in the Proposal and acknowledge addenda on the back-cover sheet.

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: Joseph M Wilson

License Number 54947 Date: 11-13-2020

****

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

SPECIAL PROVISIONS FOR
041-601-032, 041-613-027, 041-608-034, CO. MAINTENANCE CSAH 1,5, & 13

LINCOLN COUNTY
INDEX TO SPECIAL PROVISIONS

DIVISION S

ATTACHMENTS

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 Mn/DOT 1903, 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 Mn/DOT 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 Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 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 Mn/DOT 1305.

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

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

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

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

Notice to Bidders

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

Equal Employment Opportunity (EEO) Special Provisions (revised 7/12) **38 pages**
This contract requires strict adherence to the EEO Special Provisions. It is the contractor's responsibility to make himself/herself familiar with it. EEO Special Provisions are available by request from Lincoln County Highway Department or via the internet at: **http://www.co.lincoln.mn.us/Departments/Highway/eeo-specprov.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

Bid Rigging

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.

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 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 Act[2], Minnesota Fair Labor Standards Act[3], Minnesota Rules[4], 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]

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[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]

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[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 form[27] to the MnDOT LCU[28], 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 Request[31] 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,

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[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.pdfor 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 utility[33] 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 greatest[35] 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 form[38] and submit it to the MnDOT LCU[39] 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]

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[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 177.24[42]

1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment, which is not generally appropriate for use except in that employment.

2. **Equipment.** Purchased or rented equipment used in employment, except tools of a trade, a motor vehicle, or any other equipment which may be used outside the employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the deduction.

3. **Supplies.** Consumable supplies required in the course of employment.

4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

VII. HOURS OF WORK

A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract[43], 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;

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[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 quarterly[47], 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]

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[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 period[55] 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 checks[62] 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]

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[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]

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[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 entities[93] 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:

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[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 prosecution[107] 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]

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[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]

$800.00 (weekly salary) / 40 (total weekly hours) = $20.00

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

$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) x (12 months) = $7,200.00**
($7,200.00) / (2080 hours) = $3.46 per hour credit

Quarterly: **($600.00) x (3 months) = $1,800.00**
($1,800.00) / (520 hours) = $3.46 per hour credit

Monthly: **($600.00) x (1 month) = $600.00**
($600.00) / (173 hours) = $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.

Journeyworker Wage Established in Program = $25.00

Apprentice Level of Progress = 60%

($25.00) * (.60) = $15.00

[113] lcusupport.dot@state.mn.us or (651)366-4238
[114] United States Department of Labor Field Operation Handbook, Section 15f08
[115] United States Department of Labor Field Operation Handbook, Section 15f12

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

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

Definition of OT Acronyms

OT: overtime.
PW: the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.
HW: hourly wage rate paid to a Worker.
RF: remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.
F: Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

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

OT CALCULATION FORMULA AND EXAMPLES
OT = (PW * .5) + (HW) + (RF) + (F)

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

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

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

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

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	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2020-09-28	39.19	21.55	60.74
		2021-05-03	40.34	22.55	62.89
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				

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

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 DLI.PREVWAGE@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 DLI.PREVWAGE@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	PILEDRIVER (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.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@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.PREVWAGE@STATE.MN.US			

DEPARTMENT OF LABOR AND INDUSTRY

Notice of Truck Rental Rate certification and effective date

The commissioner has certified the minimum truck rental rates for state-funded highway projects effective Jan. 6, 2020. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Dec. 16, 2019, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 30, 2019.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for the Department of Labor and Industry to obtain further input regarding the determined rates prior to the certification. Some driver wage rates have been updated to the current certified rate based on input at the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

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

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	$44.86	$37.35	$82.21
	Increase May 1, 2020	$46.61	$37.35	$83.96
Region 2	Certification date	$30.84	$37.35	$68.19
Region 3	Certification date	$32.60	$37.35	$69.95
Region 4	Certification date	$45.90	$37.35	$83.25
Region 5	Certification date	$51.60	$37.35	$88.95
	Increase May 1, 2020	$53.35	$37.35	$90.70
Region 6	Certification date	$49.40	$37.35	$86.75
	Increase May 1, 2020	$51.15	$37.35	$88.50

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 7	Certification date	$41.36	$37.35	$78.71
Region 8	Certification date	$44.01	$37.35	$81.36
Region 9	Certification date	$48.10	$37.35	$85.45
Region 10	Certification date	$44.34	$37.35	$81.69

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	$51.30	$45.89	$97.19
	Increase May 1, 2020	$53.05	$45.89	$98.94
Region 2	Certification date	$27.60	$45.89	$73.49
Region 3	Certification date	$38.51	$45.89	$84.40
Region 4	Certification date	$53.73	$45.89	$99.62
Region 5	Certification date	$27.60	$45.89	$73.49
Region 6	Certification date	$49.50	$45.89	$95.39
	Increase May 1, 2020	$51.25	$45.89	$97.14
Region 7	Certification date	$37.40	$45.89	$83.29
Region 8	Certification date	$38.51	$45.89	$84.40
Region 9	Certification date	$48.20	$45.89	$94.09
Region 10	Certification date	$37.40	$45.89	$83.29

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	$51.85	$54.96	$106.81	$11.46	$118.27
	Increase May 1, 2020	$53.60	$54.96	$108.56	$11.46	$120.02
Region 2	Certification date	$26.64	$54.96	$81.60	$11.46	$93.06
Region 3	Certification date	$48.35	$54.96	$103.31	$11.46	$114.77
Region 4	Certification date	$26.64	$54.96	$81.60	$11.46	$93.06
Region 5	Certification date	$29.35	$54.96	$84.31	$11.46	$95.77
Region 6	Certification date	$50.05	$54.96	$105.01	$11.46	$116.47
	Increase May 1, 2020	$51.80	$54.96	$106.76	$11.46	$118.22
Region 7	Certification date	$31.80	$54.96	$86.76	$11.46	$98.22
Region 8	Certification date	$24.00	$54.96	$78.96	$11.46	$90.42
Region 9	Certification date	$48.75	$54.96	$103.71	$11.46	$115.17
Region 10	Certification date	$26.50	$54.96	$81.46	$11.46	$92.92

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

Nancy J. Leppink,
Commissioner

AFFIRMATIVE ACTION STATEMENT

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

Signed:_____

Title:_____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

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

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

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

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

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

_____ has appointed _____ to manage the Equal Employment
Employer's Name Name
Opportunity Program. His/Her responsibilities will include monitoring all Equal employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, are required by Federal, Sate 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:

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

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

S-2 **GOVERNING SPECIFICATIONS**

The 2018 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction", shall apply on this Contract except as modified or altered in the following Special Provisions.

S-3 **COMPLIANCE WITH COUNTY ZONING ORDINANCE**

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

S-4 **PROTECTION OF PUBLIC CONTRACT**

Bidders are hereby given notice of and must abide by the provisions of M.S. 161.315 in performing contracts with Lincoln County.

S-4.1 Out-of-state bidders are hereby given notice of the provisions of M.S. 290.9705, pertaining to withholding on payments by government entities to out-of-state Contractors.

S-5 **RESPONSIBLE CONTRACTOR**
REVISED 06/04/15

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-6 **COMPLIANCE WITH TAX LAW REQUIREMENTS**
REVISED 05/2020

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/2019-05/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-7 **(1203) ACCESS TO PROPOSAL PACKAGE**

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-8 **(1206) PREPARATION AND DELIVERY OF PROPOSAL**

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

S-8.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-8.2 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-9 **(1208) PROPOSAL GUARANTY**

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

S-10 **(1209) DELIVERY OF PROPOSALS**

The provisions of MnDOT 1209 are modified with the following:

S-10.1 The following items in MnDOT 1209:
(1) Proposal title sheet;
(2) The complete "Schedule of Prices," with all changes made in ink and initialed;
(3) Form 21126D, "Proposal Signature Page" attached to the back of the Proposal, with signatures and all Addenda acknowledged;
(4) Form CM 32-34. "EEO Clause;"
(5) Non-collusion affidavit;
(6) Form 21816, "Bid Bond Form," cashier's check, or certified check; and
(7) Any other forms included in the Proposal Package.

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

S-10.2 **Proposals shall be submitted in their entirety to be considered as an acceptable bid.**

S-11 **(1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS**

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

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

revision before the date and time for opening Proposals.

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

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

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

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

S-12 **(1212) OPENING OF PROPOSALS**

The provisions of MnDOT 1206 are modified with the following:

S-12.1 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-13 **(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-14 **(1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC CONVENIENCE AND SAFETY, AND (2564) TRAFFIC CONTROL SIGNS AND DEVICES**

All traffic control devices shall conform and be installed in accordance to:

- the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);

- Part 6, "Field Manual for Temporary Traffic Control Zone Layouts" (Field Manual);
- the Speed Limits in Work Zones Guideline
- the Minnesota Flagging Handbook;
- the Minnesota Standard Signs Manual;

And the provisions of MnDOT 1404 and 1710, the Plan, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. The highways shall be kept open to traffic at all times, except as modified below.

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

The provisions of 1404 are supplemented as follows:

S-14.1 The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

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

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

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

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

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

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

SAP 041-608-034

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

SAP 041-601-032 & 041-613-027

Contractor will be allowed to temporarily close sections of the road while performing operations for the grading operations. All costs shall be included in the bid price for traffic control.

County Maintenance CSAH 1, 5, & 13

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

S-14.2 Measurement and Payment:

Item 2563 "Traffic Control" is exempt from the overrun/underrun provision of 1903.

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

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

S-15 (1505) COOPERATION BY CONTRACTORS

S-15.1 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-15.2 **The Contractor is also hereby made aware that the following:**

- **Work for Contract 03-2020 is planned for summer 2021 and includes the replacement of two bridges with box culverts.**
- **Buffalo Ridge Wind Development plans to construct 40 wind turbines southwest of Tyler.**
- **The Contractor shall not perform any work in Tyler without the approval of the Engineer during the fourth weekend of July and first weekend in August due to the Annual Town Celebration Aebleskiver Days and Lincoln County Fair.**

S-16 (1506) SUPERVISION BY CONTRACTOR

The provisions of MnDOT 1506 are supplemented as follows:

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

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

S-17 (1507) UTILITY PROPERTY AND SERVICE

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

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

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

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-18 **(1508) CONSTRUCTION STAKES, LINES, AND GRADES**

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

S-18.1 The following is added to the first paragraph of MnDOT 1508:

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

SAP 041-601-032 & SAP 041-613-027
For the overlay portion Lincoln County will place a stake at the edge of the shoulder at 300' intervals marked with the corresponding station and shall be used for stationing only. The Contractor shall use the existing pavement to determine the actual centerline of the pavement.

For the grading portion the County will place a stake at the edge of the shoulder at 200' intervals marked with the corresponding station and offset to the centerline. These stakes will not contain any elevation data. The Contractor will be responsible to measure off these offsets to establish the correct centerline of the road surface for construction activities. The Contractor will be responsible for all staking to provide the cross-slope as shown on the plans for all phases of construction. The Contractor may request GPS centerline and profile data from the County. Lincoln County will work with the Contractor to provide electronic data from Autodesk Civil 3D software for use with the Contractor's GPS grade control. The Contractor will be required to calibrate their GPS equipment with that of the County. The County will deduct $2500 if the Contractor does not use GPS grade control during grading operations to cover the cost of additional staking.

SAP 041-608-034
Lincoln County will place a stake at the edge of the shoulder at 300' intervals marked with the corresponding station and shall be used for stationing only. The Contractor shall use the existing pavement to determine the actual centerline of the pavement.

Co. Maintenance CSAH 1, 5, & 13
No staking will be provided for County Maintenance on CSAH 1, CSAH 5, and CSAH 13.

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

S-19 **(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-20 **(1602) NATURAL MATERIAL SOURCES**

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

S-20.1 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-21 **(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-21.1 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-21.2 If material is deemed unacceptable by these tests and additional tests are needed, Lincoln County will charge the Contractor the cost incurred to do so plus $100.00 per additional sample that is tested.

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 **(1706) EMPLOYEE HEALTH AND WELFARE**

The provisions of MnDOT 1706 are supplemented with the following:

S-23.1 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-23.2 **The Department may assess a monetary deduction $500 per incident for a violation of safety standards that could result in death or dismemberment.**

S-23.3 The areas of special concern include, but are not limited to, excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection (see S-25.1 above), confined space safety, blasting operations, and personal safety devices.

S-23.4 The Contractor cannot avoid complying with safety standards by paying the deduction.

S-24 **(1708) RAILROAD HIGHWAY PROVISIONS**

Railroad Highway Provisions shall be in accordance with the provisions of 1708 except as modified below:

Railroad highway provisions to include insurance will be required for this project. A flagging agreement with RCPE shall be acquired by the Contractor prior to starting work. The Contractor shall allow for adequate time to obtain the necessary permission from the Railroad prior to the start of work. Lincoln County will not be responsible for any delays.

All costs for necessary flagging, railway fees, other protective services, and devises required to protect the Railway's facilities, personnel, equipment, and traffic shall be included in the bid price for the work be completed.

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

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

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

S-26 **(1801) SUBLETTING OF CONTRACT**
REVISED 6/4/15

The provisions of MnDOT 1801 are modified as follows:

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

S-26.1 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

S-27 **(1803) PROSECUTION OF WORK**

Section 1803.1 (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**

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 041-601-032 & SAP 041-613-027**

All work required for **SAP 041-601-032 & SAP 041-613-027** under this Contract, except maintenance work and Final Clean Up shall be **completed within 20 Working Days.** Working Days will begin upon placement of traffic control.

All work required on **SAP 041-601-032** under this Contract shall be **completed on or before August 31, 2021.**

S-28.2 **SAP 041-608-034**

All work required for **SAP 041-608-034** under this Contract, except maintenance work and Final Clean Up shall be **completed within 10 Working Days.** Working Days will begin upon placement of traffic control.

All work required on **SAP 041-608-034** under this Contract shall be **completed on or before August 31, 2021.**

S-28.3 **Co. Maintenance CSAH 1, 5, & 13**

All work required for Co. Maintenance on CSAH 1, CSAH 5, and CSAH 13, except maintenance work and Final Clean Up shall be **completed within 3 Working Days each.** Working Days will begin upon placement of traffic control.

S-28.4 All work required on Co. Maintenance CSAH 1, 5, & 13 under this contract shall be **completed on or before August 31, 2021.**

S-28.5 TEMPORARY STRIPING

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

S-28.6 FINAL CLEANUP

Upon completion of all major items of the Contract, 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 charge assessed at a rate of $100.00 per Calendar Day.**

S-28.7 The following language is deleted from MnDOT 1806.3: "(3) During the inclusive period from November 15 through April 15, except as specified in 1806.1, "Determination and Extension of Contract Time, General."".

S-29 **(1807) FAILURE TO COMPLETE THE WORK ON TIME**

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

S-29.1 Liquidated damages will be assessed in accordance with the provisions of Mn/DOT 1807. Lincoln County may reduce the liquidated damages to $100 per day when the only remaining items are maintenance or Final Cleanup.

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 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 without a valid Special Road Construction Materials Permit issued by Lincoln County. No payment will be made for any material in excess of the allowable legal gross weight.

S-31.2 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) ELIMINATION OF WORK**

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**

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 **(2016) QUALITY MANAGEMENT – Intelligent Construction Technology Methods**
REVISED 04/02/19

S-36.1 **Only the provisions for the Paver Mounted Thermal Profile (PMTP) apply to this contract.**

S-36.2 **DESCRIPTION**
This work consists of using intelligent construction technology (ICT) (i.e., intelligent compaction and paver mounted thermal profiling), to monitor construction efforts.

The Paver Mounted Thermal Profile (PMTP) Method continually monitors the surface temperature of the mat immediately behind the trailing edge of the paver screed during placement operations.

The Intelligent Compaction (IC) Method continually monitors compaction efforts during grading and/or asphalt paving operations.

The subsections below are designated so an "A" subsection refers to All ICT Methods, a "B" subsection refers to the Paver Mounted Thermal Profile (PMTP) method and a "C" subsection refers to the Intelligent Compaction (IC) method.

The Advanced Materials and Technology Manual, Veta and forms are available on the MnDOT Advanced Materials and Technology (AMT) Website at: http://www.dot.state.mn.us/materials/amt/index.html. The AMT Manual is a reference document and not a contract document.

A All ICT Methods

A.1 Definitions

A.1.a ADVANCED MATERIALS AND TECHNOLOGY MANUAL. A Department manual that contains best practices and examples related to the use of intelligent construction technologies such as the paver mounted thermal profile method, intelligent compaction method, automated machine guidance – muck excavation method, automated machine guidance – milling method, etc.

A.1.b AUXILIARY LANE. See MnDOT 1103 "Definitions". This provision is required only on continuous left turn lanes and passing lanes. Exclude auxiliary lane tapers, ramps, shoulders, cross-overs, non-continuous turn lanes, loops, bypass lanes, acceleration/deceleration lanes and intersecting streets.

A.1.c DRIVING LANE. See **traffic lane**.

A.1.d INTELLIGENT CONSTRUCTION TECHNOLOGIES. Equipment that geo-references measurements using Global Navigation Satellite System (GNSS) measurements (e.g., intelligent compaction, paver mounted thermal profiling, automated machine guided milling, etc.).

A.1.e LAYER. The total **thickness** of each material type. It may be comprised of single or multiple **lifts**.

A.1.f LIFT. A unit of **material** within a **layer** that is placed for compaction.

A.1.g SITE SETUP / CALIBRATION. The process of comparing GNSS measurements on known coordinates and creating a "best fit" (least squares adjustment) for the coordinate grid by scaling and rotating the grid to fit the measurements. This allows future GNSS work to be more accurate as a result of the site being adjusted to a "local" coordinate system.

A.1.h THRU LANE. See **traffic lane**.

A.1.i TRAFFIC LANE. See MnDOT 1103 "Definitions". This provision is required on all traffic lanes with the exception of traffic lane tapers and roundabouts (including the traffic lane between the roundabout and mainline transition prior to and after the radius point of the roundabout).

A.1.j VETA. A standardized intelligent construction data management (ICDM) software that stores, maps and analyzes geospatial data resulting from intelligent construction technology (ICT) (e.g., intelligent compaction, thermal profiling, spot test data [e.g., density, moisture]). This software can perform standardized data processing, analysis and reporting to provide project summary results quickly in the field from various ICT manufacturers. In particular, the software can provide statistics, histograms, correlations for these measurements, document coverage area and evaluates the uniformity of the ICT measurements as part of the project quality control operations. **Veta** can be downloaded from the Advanced Materials and Technology Website.

B PMTP Method

B.1 Definitions

B.1.a PAVER MOUNTED THERMAL PROFILE (PMTP) METHOD. This method uses a system that continually monitors the surface temperature readings of the mat immediately behind the paver screed during placement operations.

B.1.b STANDARD DEVIATION (STDEV). The sample standard deviation of the surface temperature readings. This value reflects the overall spatial variability of surface temperature measurements within the data sublot.

B.1.c SURFACE TEMPERATURE READINGS. The temperatures of the mat immediately behind the trailing edge of the screed plate during placement operations.

B.1.d THERMAL COVERAGE (TC). The percent of the total paving area, for the given lift and material type, where surface temperature readings (meeting the requirements of this special provision) are collected and stored.

B.1.e THERMAL PROFILES. The surface temperature readings and associated GNSS coordinates and time stamps.

B.1.f THERMAL SEGREGATION INDEX (TSI). A composite index equally reflecting the overall variability of surface temperature measurements (StDev) and the transverse variability of surface temperature measurements (presence of longitudinal thermal streaking [TSV Index]) within the data sublot.

B.1.g TRANSVERSE SEMIVARIOGRAM (TSV) INDEX. This value reflects the transverse variability in surface temperature measurements (presence of longitudinal thermal streaking).

C IC Method

C.1 Definitions

C.1.a CUMULATIVE MEASUREMENT PASS COUNT. The **gridded final coverage data** for pass count (the number of passes). The pass **count** reflects the number of roller passes in one area of the mat (e.g., 0.3 m by 0.3 m [1 ft by 1 ft area]), not the total number of passes across the width of the mat for a given roller.

C.1.b DATA LOT ROLLER COVERAGE. The percent of **roller coverage (RC)** for the given data lot.

C.1.c GRIDDED FINAL COVERAGE DATA. Data that **summarizes** the final (last) **measurement pass** recorded for a given grid (e.g., total pass count, last stiffness, last temperature). Grid sizes are typically at a mesh size of 1 ft (0.3 m) in the X and Y direction for post-processed data.

C.1.d GRIDDED ALL PASSES DATA. Includes all **measurement passes** recorded for a given grid.

C.1.e INSTRUMENTED ROLLER. A self-propelled roller integrated with a global navigation satellite system and onboard documentation system that can display real-time color-coded maps of roller location, number of passes, roller speeds, and amplitude and vibration frequencies of the roller drum. Some systems are also equipped with drum vibration instrumentation, infrared temperature sensors, and/or Automatic Feedback Control. The onboard documentation system on these rollers would also display real-time color-coded maps of stiffness response or pavement surface temperatures, or both.

C.1.f INTELLIGENT COMPACTION. Compaction **efforts** completed using an **instrumented roller**.

C.1.g MEASUREMENT PASS. A roller pass, performed by an instrumented roller, where all required information, per this provision, is recorded in a data file.

C.1.h ROLLER COVERAGE (RC). The percent of required compaction area where the minimum required **cumulative measurement pass count** is achieved.

S-36.3 **MATERIALS – (BLANK)**

S-36.4 **CONSTRUCTION REQUIREMENTS**

A All ICT Methods

The Department does not guarantee the accuracy and compatibility of electronic data provided by the Department. The Plan documents, originally provided with the Contract, remain the basis of the Contract. The Contractor is responsible for any necessary conversions of the provided electronic data.

A.1 Required Measurement Locations

A.1.a Minimum Net Lane Miles and Specifications

The ICT methods are required when the net lane miles are greater than or equal to 4 lane miles for the given specification and route and per the requirements of Table 2016-1.

Table 2016-1 Required Specifications	
Required ICT Method	**Specification**
IC	2215 (SFDR)
IC	2390 (CIR & CCPR)
IC	2353 (UTBWC)
IC, PMTP	2360, 2365

The ICT methods are also required on associated routes within the plan set, with a minimum, continuous length of 2-lane miles, unless waived by the Engineer.

A.1.b Lanes
The collection of ICT measurements are required on 100 percent of the following lanes:

(1) **Traffic Lanes** (excluding traffic lane tapers and roundabouts [exclude the traffic lane between the roundabout and mainline transition prior to and after the radius point of the roundabout]) and

(2) the following **Auxiliary Lanes** (excluding auxiliary lane tapers):
(2.1) **Continuous Left Turn Lanes** and
(2.2) **Passing Lanes**

ICT measurements are not required on auxiliary lane tapers, ramps, shoulders, cross-overs, non-continuous turn lanes, loops, bypass lanes, acceleration/deceleration lanes and intersecting streets.

ICT measurements are not required on areas of excavation (that are below the given layer requiring the ICT method) that are **less than or equal to 750 linear-ft**.

A.2 (BLANK)

A.3 ICT Measurement Data
Provide the Engineer with access to the cloud storage and cloud computing prior to the start of paving/compaction efforts requiring the ICT method until ninety (90) days after final acceptance of all work per MnDOT 1516.2.

Ensure that the ICT measurement data is compatible with the Veta Software. Export the raw or gridded data:
(1) as dbase ASCII or Text Format,
(2) directly into Veta if a file format compatible with Veta is available, or
(3) **through a direct transfer of data from cloud storage to Veta**.

Ensure that the date/time stamp is reflective of the local time zone for both mapped and exported data.

A.4 Rover
Use a survey grade GNSS Rover Receiver during site calibration and coordinate checks

for all ICT projects using a GNSS accuracy of ± 2 inches in the X and Y Direction. (All IC projects require use of this GNSS accuracy, however, the PMTP projects are not currently required to use this level of accuracy.)

Ensure that the data collector can use the MN County Coordinate system, zone and geoid model. Collect the XYZ coordinates, unless otherwise specified, in the MN County Coordinate system and zone used in the design and alignment file(s) using NAD83 (adjustment as specified by the Department) and NAVD88 vertical datum.

A.5 Control Points

The Engineer will set temporary control points, prior to the project start date, meeting the following requirements for use in site calibration for all ICT projects with a GNSS accuracy of ± 2 in. (All IC projects require control points; PMTP projects do not currently require this level of accuracy, however control points will be required on these projects for contractors that elect to use PMTP system with a ± 2 in accuracy.) Permanent control points meeting the following requirements can be used; however, the Engineer will verify coordinates for these points to ensure that there have been no disturbances.

(1) Two (2) control points, at the start and at the end of the Project (totaling four).
(2) Control points spaced at a maximum of every 3 miles within 150 feet of centerline. Alternate the control points on each side of the alignment. **Contact the contractor to determine whether the number of control points can be reduced. Some ICT systems allow for an increase in spacing between control points.**
(3) All control points have a clear line of site to satellites to allow for calibration.
(4) Five (5) of the control points, meeting the following requirements (the remaining control points may be two dimensional [2D]):
(4.1) Three Dimensional (3D),
(4.2) Accuracy ≤ 0.1 ft in the X-, Y- and Z-Direction,
(4.3) Equally spaced throughout the Project and
(4.4) One (1) control point at the start and end of the Project.
(5) The remaining control points with an accuracy of ≤ 0.1 ft in the X- and Y-Direction.

Request the control point information from the Engineer. The Engineer will provide a project map (indicating the locations of the control points) and the control point coordinate information (in a *txt or *csv format), for both the permanent and temporary control points, within 7 working-days of receiving the request. The Engineer will include the following information in the coordinate file(s):

(5.1) Point Name
(5.2) X coordinate (Easting)
(5.3) Y coordinate (Northing)
(5.4) Z coordinate (Elevation)
(5.5) Point Code / Description

The Engineer will also include available MnDOT Geodetic Data Sheets that are relevant to the project limits.

A.6 Design File

The Engineer will create the design file containing only the following levels: lane lines,

in-place centerline, station text, tick marks and labeling for exceptions. See Chapter 7 "Alignment" of the MnDOT Design Scene (http://www.dot.state.mn.us/pre-letting/scene/index.html) for guidance.

Ensure horizontal positioning of the line work is within ± 2 in.

Request the following items from the Engineer. The Engineer will provide these items within seven (7) working days of receiving the request:

(1) Design files (in DGN, DWG and KMZ format);
(2) Alignment file(s) (in LandXML format); and
(3) Total lane miles per lift and material type (rounded to the nearest hundredth) for locations requiring the ICT.

Convert, as needed, the provided Department design files for use with the selected ICT system and/or Software.

The Engineer is allowed five (5) working days to update files with Engineer approved changes requested by the Contractor.

Load the design file onto the onboard documentation system of each instrumented roller and onto the onboard document system of PMTP systems that allow for import of the design files.

A.7 Field Stationing

Ensure that field station markers, when used, match the centerline stationing used in the design and alignment files.

A.8 Site Analysis, Setup and Calibration

Complete the site setup and calibration prior to efforts using ICT methods with higher accuracy GNSS.

Use the MN County Coordinate System and zone for the site calibration.

A.9 Data Lot Establishment for ICT Measurement Data

The Engineer defines a data lot for ICT measurement data per Table 2016-2.

Table 2016-2
Data Lot Establishment Criterion

Specification	Description	All Measurement Data per:				
		Day	Material Type	Lift	Centerline Offsets	Direction of Travel
2353, 2360*, 2365*	Undivided Highway	√	√	√	√	…
	Divided Highway					√
2215 (SFDR), 2390 (CIR & CCPR)	Undivided Highway	…				…
	Divided Highway	…				√

Table 2016-2 Data Lot Establishment Criterion						
Specification	**Description**	**All Measurement Data per:**				
		Day	**Material Type**	**Lift**	**Centerline Offsets**	**Direction of Travel**
* For the IC method, the centerline offsets reflect the cumulative paving width of both pavers for cases with echelon paving and the use of one or more instrumented rollers that compact behind both pavers.						

Distinctly identify the data lots using the standardized format per Tables 2016-3 and 2016-4. Ensure that the data lot designations are digitally stored with the associated ICT measurement data. See section 3.4 "Data Lot Establishments" of the Advanced Materials and Technology Manual for examples of the standardized naming convention for data lots.

Table 2016-3 Standardized Naming Convention for Data Lots	
Standardized Format*	**Definition**
ROUTE-MATL-L#-XXX-XXX	Undivided Highways (e.g., TH68-HMA-L1-12L-CL)
ROUTE-MATL-L#-XXX-XXX-DT	Divided Highways (e.g., TH68-HMA-L1-12L-CL-NB)
* Add an additional designation behind the ROUTE for instances where more than one site calibration is needed within the project limits (e.g., a site calibration was completed for the northern and southern limits of the project – a "**N**" and "**S**" would be added immediately behind the ROUTE [TH68**N**-HMA-L1-12L-CL, TH68**S**-HMA-L1-12L-CL]).	

Table 2016-4 Standardized Abbreviations for Data Lots	
Abbreviation	**Definition**
ROUTE	**ROUTE DESIGNATION.** Replace "ROUTE" with the route system, as designated by the following acronyms or short form, immediately followed by the route number (e.g., TH12). **Acronym or Short Form** / Full Name or Meaning **CR** / County Road **CSAH** / County State Aid Highway **MS** / Municipal Street **MSAS** / Municipal State Aid Street **TH** / Trunk Highway

Table 2016-4
Standardized Abbreviations for Data Lots

<table>
<tr><th>Abbreviation</th><th>Definition</th></tr>
<tr><td>MATL</td><td>MATERIAL/ SURFACE TYPE. The material/surface type is designated by the following acronyms or short form:

<table>
<tr><th>Specification</th><th>Acronym or Short Form</th><th>Full Name or Meaning</th></tr>
<tr><td rowspan="2">2215</td><td>SFDR-P</td><td>Stabilized Full Depth Reclamation – Initial Pulverization and Compaction per 2215.3.B</td></tr>
<tr><td>SFDR-I</td><td>Stabilized Full Depth Reclamation – Final Pulverization, Mixing (Injection) and Compaction per 2215.3.C</td></tr>
<tr><td>2390</td><td>CIR</td><td>Cold In-Place Recycled Bituminous</td></tr>
<tr><td>2390</td><td>CCPR</td><td>Cold Central Plant Recycling</td></tr>
<tr><td>2353</td><td>UTBWC</td><td>Ultrathin Bonded Wearing Course</td></tr>
<tr><td rowspan="2">2360</td><td>HMA</td><td>Hot Mix Asphalt</td></tr>
<tr><td>WMA</td><td>Warm Mix Asphalt</td></tr>
<tr><td>2365</td><td>SMA</td><td>Stone Matrix Asphalt</td></tr>
<tr><td>…</td><td>LVL</td><td>Leveling Courses</td></tr>
</table></td></tr>
<tr><td>L#</td><td>LIFT NUMBER. The lift number is designated by the following acronym or short form:

<table>
<tr><th>Acronym or Short Form</th><th>Full Name or Meaning</th></tr>
<tr><td>L1</td><td>Lift 1</td></tr>
<tr><td>L2</td><td>Lift 2</td></tr>
<tr><td>L3</td><td>Lift 3</td></tr>
<tr><td>…</td><td>…</td></tr>
<tr><td>Ln</td><td>Lift n</td></tr>
</table></td></tr>
</table>

Table 2016-4
Standardized Abbreviations for Data Lots

Abbreviation	Definition
XXX-XXX	**CENTERLINE OFFSET.** The location of the left and right edge of the production/compaction area with respect to the centerline, facing in the direction of increasing stationing. Stationing typically increases from West to East and South to North. Each character of the abbreviation is defined as the following: XX (a) X (b) – XX (c) X (d) (a) The offset distance (in feet rounded to the whole number) from the centerline to the left edge of the production area (e.g., CL, 12, 24). **CL** reflects the **Center Line.** (b) R or L, to reflect Right (R) or Left (L) of Centerline, in the direction of increasing station numbering. (c) The offset distance (in feet rounded to the whole number) from the centerline to the right edge of the production area (e.g., CL, 12, 24). **CL** reflects the **Center Line.** (d) R or L, to reflect Right (R) or Left (L) of Centerline, in the direction of increasing station numbering.
DT	**DIRECTION OF TRAVEL.** The direction that traffic moves during non-construction conditions. The direction of travel is designated by the following acronyms or short form: **Acronym or Short Form** / Full Name or Meaning **NB** – North Bound **SB** – South Bound **EB** – East Bound **WB** – West Bound

A.10 System Failure

System failure occurs when the ICT system does not collect and/or store data per the requirements of this provision and/or the equipment instrumented with the ICT system becomes inoperable.

Contact the Engineer when system failure occurs and immediately after resolution of the issues. Provide the Engineer with written notification of the dates of system failure, along with a brief description detailing the system failure and the areas affected by this failure.

The day of system failure notification and the following two (2) working days (if still considered as system failure) are accepted as providing 100 percent coverage for the given ICT system. See Sections S-36.B.2.c.3(1) and S-36.C.3.b.2.

A.11 Data Lot Stationing

The Engineer will use an accurate method to record the start and end stationing for the boundaries of each data lot. The Engineer will record stationing per form ICT-106.

The Engineer will use a rover, **and the feature code library available on the Advanced Materials and Technology website**, to collect coordinates and stationing for the boundaries of each data lot for instances where complex shapes are used and available within the *.kmz file (i.e., cases where the lanes have a significant amount of variable offsets [tapers] from the alignment). The Engineer will record coordinates per form IC-106.

A.12 ICT Data Analyses and Mapping

A.12.a Required Training for Veta Software Operator

The Contractor and Engineer will provide a software operator that is knowledgeable in the use of Veta and has taken the hands-on class and/or an E-Learning class provided by the Department. Provide documentation that the software operator has completed the class to the MnDOT Advanced Materials and Technology Unit. The required training expires 3 years from the date of receiving the training. Required training will be invalidated (expired) prior to 3 years if significant changes are made to Veta or to the submittal requirements of Veta projects.

A list of Veta Software Operators that have completed the required training, along with expiration dates, is available on the MnDOT Advanced Materials and Technology (AMT) website at: http://www.dot.state.mn.us/materials/amt/veta.html.

A.12.b Veta Software

Use the Veta software to map and analyze the ICT measurement data. Produce *.VETAPROJ filenames in the **SPXXXX-XXX ROUTE METHOD MATL** standardized format per Table 2016-5.

Table 2016-5
Standardized Naming Convention for *.VETAPROJ Files * ‖

Abbreviation	Definition
SPXXXX-XXX	**STATE PROJECT NUMBER.** Replace the "X's" with the state project numbers (e.g., SP1234-56). Replace "SP" with "SAP" or "CP", as needed.
ROUTE	**ROUTE DESIGNATION.** Replace "ROUTE" with the route system, as designated by the following acronyms or short form, immediately followed by the route number(s) mapped in the given Veta project (e.g., TH12, TH12-34, TH12-34-56). See Table 2016-4 for listing of acronyms and short forms.
METHOD	**METHOD.** Replace method with the ICT method used to generate the data set contained within the Veta project file. Use the following acronym or short form. **Acronym or Short Form** / Full Name or Meaning **IC** / Intelligent Compaction Method **PMTP** / Paver Mounted Thermal Profile Method
MATL	**MATERIAL/SURFACE TYPE.** The material/surface type is designated by an acronym or short form. See Table 2016-4 for listing of acronyms and short forms.

* Example *.VETAPROJ filename: **SP1234-56 TH78 IC HMA; SP1234-56 TH78 PMTP HMA**

‖ Add the **county name** at the end of the Veta project file name for instances where design and alignment files were created for multiple counties. This requires creation of a Veta project per county (e.g., SP1234-56 TH78 IC HMA **Carlton**; SP1234-56 TH78 IC HMA **Pine**]).

A.12.c Creation of Data Lots in Veta

Create filter groups and operation filter names using the **LOT# MMDDYY LOTNAME** standardized format per Table 2016-6.

Table 2016-6
Standardized Naming Convention for Veta Filter Group and Operation Filter Names *

Abbreviation	Definition
LOT#	**DATA LOT NUMBER.** The data lot number is a two-digit number increasing sequentially (01, 02, 03, …, n). Create filter groups and operation filters in sequential order with respect to the data lot dates.
MM	**MONTH** (include leading zeros)
DD	**DAY OF MONTH** (include leading zeros)
YY	**TWO-DIGIT YEAR**
LOTNAME	**STANDARDIZED DATA LOT NAME** per Tables 2016-3 and 2016-4

* Example Filter Group/Operation Filter Name:
01 070915 TH12-HMA-L1-CL-12R, 02 071015 TH12-HMA-L1-CL-12R, …

A.12.d Exceptions and Temporary Exceptions

Create exclusion location filter(s) within Veta to remove exceptions and/or temporary exceptions contained within a given data lot.

A.13 Submittals

A.13.a ICT Data Submittal

Store the ICT measurement data internally until transfer of data. Transfer the data directly from the ICT to the cloud storage within 15-minute intervals, or at least once per day when there is limited cellular coverage.

Notify the Department when cellular coverage is limited or not available.

A.13.b Data Lot Stationing

The Engineer will provide the data lot stationing daily per form ICT-106.

A.13.c Veta Projects and Forms

Submit the first Veta project, and the forms specified in Table 2016-7, to the Engineer within three (3) days after the start of production for mixtures requiring the given ICT method. Submit updated Veta project(s), and forms, to the Engineer at least two (2) non-consecutive days per calendar week.

Submit the final version of the Veta Project(s), and required form(s), within 14-calendar days of completion of the given ICT method.

The Engineer will review the final versions of the submitted Veta projects and forms by following the Veta Projects and Forms Submittal Review Workflow and using form ICT-101-102-103.

Table 2016-7
Required Submittal Forms

ICT Method	Forms
IC	IC-108
PMTP	PMTP-101, PMTP-102

B PMTP Method

B.1 Equipment Requirements

B.1.a PMTP System Supplier

Use a thermal equipment supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verification, and data management and processing, as needed, during the Project to maintain equipment within specifications and requirements.

B.1.b PMTP System Requirements

Use a PMTP system that functions independently from the paving crew during normal paving operations, but requires an operator to initiate the start of data collection. After initializing the equipment, no operator attendance is required for continuous data collection.

Ensure that the power consumption of all installed equipment does not exceed the capacity of the equipment providing operating power. Complete discharge of this system shall not impact the vehicle's regular electrical system.

Ensure that the PMTP System(s) is calibrated and installed according to Manufacturers recommendations.

Ensure the PMTP System meets the requirements of Table 2016-8 and is instrumented with the following:

Table 2016-8
PMTP System Requirements

Parameter	Requirement
Longitudinal and Lateral Surface Temperature Readings	≤ 1-ft (300-mm) intervals **at all paving speeds** Tolerance: ± 1 in (25 mm)
Surface Temperature Readings Total Measurement Width	Traffic / Required Auxiliary lane(s) paved in one (1) pass.
Surface Temperature Readings	Range: 32°F (0°C) to 480°F (250°C) Accuracy: ± 3.6°F (2°C) or ± 2.0% of the sensor reading, whichever is greater.
GNSS	Accuracy ≤ ± 4 feet (1.2 m) in the X and Y Direction

(1) Modem, or Wi-Fi, for transferring data to cloud storage.
(2) Onboard Documentation System – Use an onboard documentation system with a minimum of the following capabilities:
(2.1) Displays (in real-time) a map of the surface temperature readings.
(2.2) Displays the total distance, paver speed and location.
(2.3) Reports the surface temperature readings and GNSS status.
(2.4) Provides real-time statistical summaries of the surface temperature readings.
(2.5) Has the ability to manually export data using a removable media device.
(2.6) Allows the operator to define the data lot currently being placed per Tables 2016-3 and 2016-4.

B.1.c Thermal Profiling Data

Encrypt the data logged in the results files to prevent tampering or manipulation.

Include the information in Table 2016-9 in the header of each data file or section. Include the fields in Table 2016-10 with each data point.

Table 2016-9
Required Information in Data Header

Item No.	Description	Example Data included in Header
1	State Project Number, Highway and/or Section	Highway 77
2	Machine Trade Name	ABC Company
3	Machine ID	1234AC78
4	Lateral Spacing between surface temperature measurements (in)	12
5	Longitudinal Spacing between surface temperature	12

Table 2016-9 Required Information in Data Header		
Item No.	**Description**	**Example Data included in Header**
	measurements (inch)	
6	Vertical Distance between the temperature sensor(s) and asphalt pavement mat (inch)	120
7	Reporting resolution for independent surface temperature data – in the paver moving direction (inch)	13
8	Number of lateral surface temperature measurements/sensors	12
9	Number of surface temperature measurement data blocks	5000

Table 2016-10 Required Fields for Each Data Block		
Item No.	**Date Field Name**	**Data Format Examples**
1	Date Stamp	20080701 (YYYYMMDD)
2	Time Stamp	090504.0 (9 hr 5 min. 4.0 s.) (HHMMSS.S -military format)
3	Longitude (decimal degrees, with at least 6 significant digits)	94.859204
4	Latitude (decimal degrees, with at least 6 significant digits)	45.227773
5	Distance (feet)	1
6	Direction heading (degree angle, clockwise from the north); or calculated value, in Veta, using values from the other data blocks, ft/min	45
7	Speed (feet per minute or inches per minute)	30.0
8	Surface temperature Reading/Location 1 (°F)*	290
9	Surface temperature Reading/Location 2 (°F)*	295
...	...	...
N	Surface temperature Reading/Location N (°F)*	300

* Surface temperature readings/locations are numbered from 1 to N, left to right, in the direction of paving.

B.1.d PMTP System Setup on Paver(s)

Refer to section 3.6 "Paver Mounted Paver Mounted Thermal Profile (PMTP) Method" of the Advanced Materials and Technology Manual for recommended system checks of the PMTP System(s) prior to paving.

Instrument all pavers that are paving the traffic and required auxiliary lanes with the PMTP System (see S-36.A.1.b). **The Engineer has the right to wave use of the PMTP system on secondary pavers temporarily used in echelon paving.**

Ensure the installed PMTP System takes measurements within 10 ft (3 m) of the trailing edge of the screed plate and does not restrict the accuracy and functionality of the GNSS.

Ensure that brackets used for pavement smoothness, that are located in the measurement area, do not affect more than two (2) surface temperature readings recorded in the lateral direction (items number 8 through N in Table 2016-10. Ensure that other objects (e.g., umbrellas, lights, etc.) are not obstructing the measurements.

Verify that the surface temperature readings and the GNSS are working within the requirements of this Special Provision when requested by the Engineer.

B.2 Measurement Lifts

Collect PMTP measurements on 100 percent of each lift for the required traffic and auxiliary lanes.

B.3 Veta Analyses

B.3.a Data Sublot Establishment Using Veta

Once the data lots are established, divide the data lot into 150 linear ft (45 linear m) data sublots. Partial data sublots will be treated as follows:

(1) Data Lot ≥ 150 linear ft (45 linear m)
(1.1) Data Sublot < 75 linear ft (23 linear m) is combined with the previous data sublot.
(1.2) Data Sublot ≥ 75 linear ft (23 linear m) is treated as one data sublot.
(2) Data Lot < 150 linear ft (45 linear m)
(2.1) Surface temperature readings from data lot are treated as one data sublot.

Set the data sublot "start" and "end" location for the given data lot in Veta to correspond with the start and end of paving, respectively.

B.3.b Veta Project Content

Ensure that the Veta projects include the following:

(1) **Alignment (LandXML) and Design (*.kmz) Files**
(2) **Mat Surface Temperature Readings**
(3) **Filter Groups** per:
(3.1) data lot (e.g., 01 090415 TH12-HMA-L1-12L-CL)
(3.2) lane and per lift (e.g., TH12-HMA-L1-12L-CL)
(3.3) lift (e.g., TH12-HMA-L1)
(4) **Operation Filters** per data lot (e.g., 01 090415 TH12-HMA-L1-12L-CL)
(5) **Data Filter** (Temperature ≥ 180°F)
(6) **Sublots** per data lot (e.g., 01 090415 TH12-HMA-L1-12L-CL)
(7) **Override Filters per Machine ID** per:
(7.1) data lot (e.g., 01 090415 TH12-HMA-L1-12L-CL Machine ID)
(7.2) lift (e.g., TH12-HMA-L1 Machine ID)
(7.3) lane and per lift (e.g., TH12-HMA-L1-12L-CL Machine ID)

B.3.c Calculations

B.3.c.1 Thermal Segregation

(1) Surface Temperature Readings

Evaluate thermal segregation using 100 percent of the recorded data for each data sublot.

Exclude the following surface temperature readings from each data sublot:

(a) Surface temperature readings less than 180°F (80°C); and
(b) Surface temperature readings within 2 ft (0.5 m) prior to and 8 ft (2.5 m) after paver stops that are greater than 1 minute in length.

(2) Thermal Segregation Index (TSI)
Calculate the TSI, reported to the nearest tenth, for each data sublot, per Equations 2016-1 and 2016-2. Record the TSI values for each data sublot into form PMTP-102.

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

Equation 2016-2: $TSI = \begin{cases} TSI_0 \text{ when } TSI_0 < 100 \\ 100 \text{ when } TSI_0 \geq 100 \end{cases}$

Where:

- TSI_0 = the thermal segregation index value prior to capping at the upper limits of 100 (rounded to nearest tenth);
- TSI = the thermal segregation index – see S-36.B.1.f;
  C = the percent contribution of standard deviation to the transverse semivariogram (value ranges from 0 to 100, **set C = 50**);
- $StDev$ = the standard deviation – see S-36.B.1.b (rounded to the nearest hundredth degree);
- $StDev_{Severe\ Start}$ = the standard deviation at the lower limits of the severe thermal segregation category (set **StDev$_{Severe\ Start}$ = 9**);
- TSV = Transverse semivariogram index– see S-36.B.1.g. As calculated in Veta (rounded to the nearest hundredth) – see section 3.6 "Paver Mounted Thermal Profile Method (PMTP)" of the Advanced Materials and Technology Manual for calculation details; and
- $TSV_{Severe\ Start}$ = transverse semivariogram index at the lower limits of the severe thermal segregation category (set **TSV Index$_{Severe\ Start}$ = 25**);

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

TSI Moderate Start = 30	Std. Dev. Contribution = 50%	TSV Index Contribution = 50%
TSI Severe Start = 70	Std. Dev. Moderate Start = 4.5°F	TSV Index Moderate Start = 10
	St. Dev. Severe Start = 9.0°F	TSV Index Severe Start = 25

(3) Thermal Segregation Category
Categorize the surface temperature readings for each data sublot with respect to the ranges specified in Table 2016-11.

Table 2016-11 Data Sublot Thermal Segregation Index	
TSI Equation 2016-2	**Thermal Segregation Category**
TSI < 30.0	Low
30.0 ≤TSI < 70.0	Moderate
TSI ≥ 70.0	Severe

B.3.c.2 Thermal Coverage
Calculate thermal coverage for each lift and material type per Equation 2016-5 using form PMTP-101.

(1) Thermal Profile Data Lot Length

Equation 2016-3: Thermal Profile Data Lot Length = $\sum_{i=1}^{n} Data\ Sublot\ Length_i$

Where:

- *Thermal Profile Data Lot Length* = the total linear length of the surface temperature readings used for the thermal segregation analysis for the given data lot, ft (reported to the nearest whole number);
- n = the total number of data sublots; and
- Data *Sublot Length* = the linear length of data sublot i, ft (reported to the nearest whole number).

(2) Thermal Profile Lift Length

Equation 2016-4: Thermal Profile Lift Length = $\sum_{i=1}^{n}(Thermal\ Profile\ Data\ Lot\ Length)_i$

Where:

- *Thermal Profile Lift Length* = the total linear length of the surface temperature readings used for the thermal segregation analysis for the entire lift, ft (reported to the nearest whole number);
- n = the total number of data lots for the entire *lift* and *material type*; and
- $(Thermal\ Profile\ Data\ Lot\ Length)_i$ = the total *linear* length of the surface temperature readings used for the thermal segregation analysis for the given data lot i and lift as calculated by Veta, ft (reported to the nearest whole number). (See Equation 2016-3)

(3) Thermal Coverage

Equation 2016-5: Thermal Coverage = $\left(\frac{Thermal\ Profile\ Lift\ Length}{LM \times 5280}\right) \times 100$

Where:

- *Thermal Coverage* = see S-36.B.1.d, % (reported to the nearest whole number);
- *Thermal Profile Lift Length* = see Equation 2016-4, ft (reported to the nearest whole number); and

- *Lane Miles (LM)* = Total number of lane miles for the given lift and material type requiring thermal profiling, miles (reported to the hundredth).

B.3.c.3 Monetary Price Adjustment

(1) Thermal Coverage (TC)

Calculate monetary price adjustments for thermal coverage for the given lift and material type per Table 2016-12. Surface temperature readings that do not have associated GNSS coordinates are not used in the calculations to determine thermal coverage.

Table 2016-12
Monetary Price Adjustment for Thermal Coverage (TC)

Thermal Coverage (%) (Form PMTP-101)	Total Price Adjustment Per Lift and Material Type
≥ 70	No Price Adjustment
< 70	Total Price Adjustment (Disincentive) = (20 × TC – $1400) × (LM) where: TC = Thermal Coverage, see S-36.B.3.c.2 and LM = Lane Miles, see S-36.B.3.c.2.

(2) Thermal Segregation

Calculate monetary price adjustments for thermal segregation (MPA_{TSI}) per Equations 2016-6 and 2016-7. Surface temperature readings that do not have associated GNSS coordinates are not used in the calculations to determine TSI values per equations 2016-1 and 2016-2. Prorate monetary price adjustments for data sublot linear length, as established in S-36.B.3.a, that are not equal to 150 linear feet.

Record the monetary price adjustment for the given data lot in electronic form PMTP-102.

No monetary price adjustments for thermal segregation are made during system failure.

Equation 2016-6: $MPA_{TSI_D} = (50\text{-}TSI) \times 0.025 \times \$40$

Equation 2016-7: $$\text{MPA}_{TSI} = \begin{cases} (\$40) \text{ when } MPA_{TSI_D} \leq (\$40) \\ MPA_{TSI_D} \text{ when } (\$40) < MPA_{TSI_D} < \$40 \\ \$40 \text{ when } MPA_{TSI_D} \geq (\$40) \end{cases}$$

Where:

- MPA_{TSI_D} = the linear monetary price adjustment for thermal segregation

prior to capping between the limits of ±$40 (rounded to the nearest whole number); and

- MPA_{TSI} = the final monetary price adjustment value.

C IC Method

C.1 Equipment Requirements

C.1.a Intelligent Compaction System Requirements

Use instrumented rollers calibrated according to Manufacturer's recommendations and meeting the requirements of Tables 2016-13 and 2016-14. Refer to section 3.5 "Intelligent Compaction Method" in the Advanced Materials and Technology Manual for recommended system checks of each instrumented roller prior to compaction efforts.

Intelligent compaction systems from multiple manufacturers are allowed; however, use systems from the same manufacturer on rollers working in tandem.

Table 2016-13
Required Instrumented Roller Equipment

Specification	Roller Description	Instrumented Rollers	Instrumented Roller Components				
			GNSS	Accelerometer	Temperature Sensor	Modem or Wi-Fi	Onboard Documentation System
2215 (SFDR), 2390 (CIR & CCPR)	Self-Propelled, Vibratory: Smooth, Single-Drum Steel Smooth, Double-Drum Steel	Required * ‖	Required †	Required ‡	None	Required §	Required † **
2215 (SFDR)	Self-Propelled, Vibratory, Pad (Sheep's) Foot						
2215 (SFDR), 2390 (CIR & CCPR)	Self-Propelled, Pneumatic Roller			None			
2353, 2360, 2365	Self-Propelled, Vibratory, Smooth Double-Drum Steel			Required ‡	Required #		
2360, 2365	Self-Propelled, Pneumatic Roller			None			

* Instrument all rollers used in locations requiring the intelligent compaction method with the technology.

‖ Use the intelligent compaction method during the duration of compaction efforts in areas requiring this method.

† Capability to use the MN County Coordinate System and zone for site calibration and the ability to connect to a RTK-GPS using either a local, ground-based station(s) or a VRS network (use the VRS network only when coverage is available throughout the project limits).

‡ Mount accelerometer in or about the drum, per the manufacturer's recommendations, to measure the interactions between the rollers and compacted materials.

\# Instrument rollers with one non-contact, temperature sensor, mounted on or near, the front of the roller for measuring pavement surface temperatures. A second temperature sensor may be mounted on, or near, the rear.

§ The modem or Wi-Fi is used for transferring data to cloud storage.

** Use an onboard document system with a minimum of the following capabilities:

(1) Displays real-time, color-coded maps of: line work (design file), roller drum location, number of roller passes, intelligent compaction measurement value (ICMV) for systems with an accelerometer, and pavement surface temperature for systems with temperature sensors.

(2) Displays and store current value for: roller speed, vibration frequency, vibration amplitude, GNSS coordinates, and pass count.

(3) Ability to internally store data until data transfer, to automatically transfer data to cloud storage, and to manually transfer data using a removable media device.

(4) Allows operator to define the data lot currently being compacted per Tables 2016-3 and 2016-4.

Table 2016-14 Required Instrumented Roller Equipment Accuracy	
Operating Parameter	**Accuracy**
GNSS	± 2 in in the X and Y Direction
Rolling Speed	± 0.3 mph
Frequency	± 2 Hz
Amplitude	± 0.008 in
Temperature	± 2.7°F

C.1.b IC Measurement Data

Include the information in Table 2016-15 in the header of each data file or section, or with each data point. Include the fields listed in Table 2016-16 with each data point.

Table 2016-15 Required Information in Data Header	
Data Field Name	**Data Format Examples**
Project Identification	SPXXXX-XX

Table 2016-16 Required Fields in Raw and Gridded All Passes for each Data Block	
Data Field Name * ‖	**Data Format Examples**
Date Stamp †	20080701 (YYYYMMDD)
Time Stamp †	214622.962 (HHMMSS.SS –military format) (21 hr 46min. 22.96 s.)
Roller Trade Name	Roller Model
Roller ID	serial number, machine ID
Northing (Y) (ft) ‡ #	153328.47
Easting (X) (ft) ‡ #	524195.65
Height (Z) (ft) ‡ #	909.85
GNSS Mode	RTK Fixed (or similar solution meeting accuracy requirements)
Roller Pass Number (required for gridded data)	2
Roller Direction	Forward, Reverse (or an index)
Roller Speed	4.0
Vibration On	Yes, No, On, Off (or an index)
Frequency	38.4
Amplitude	0.6
Surface Temperature §	120
Intelligent Compaction Measurement Value (ICMV) **	20.0

* Include measurement units in a header or as part of the field name.

‖ Use a data mesh size of 18 in or less in the X and Y directions for post-processed data.

† **Ensure the intelligent compaction system's date/time stamp is reflective of the local time zone for both mapped and exported data.**

Table 2016-16 Required Fields in Raw and Gridded All Passes for each Data Block
‡ Collect the coordinates, unless otherwise specified, in the MN County Coordinate System and zone used in the design and alignment file(s) using NAD83 (adjustment as specified by the Department) and NAVD88 vertical datum.
# Coordinates indicate the left and right edge of the roller drum, or can be used to determine the left and right roller drum edge.
§ Surface temperature measurements are required for rollers instrumented with temperature sensors.
** ICMVs are required for rollers instrumented with accelerometers.

C.2 Measurement Passes

Complete measurement passes on 100 percent of the required traffic and auxiliary lanes per the requirements of Table 2016-17.

Table 2016-17 Required Measurement Pass Locations	
Specification *	**Measurement Pass Location**
2215 (SFDR), 2390 (CIR & CCPR)	All roller passes on each lift.
2353, 2360, 2365	
* Input (or select) the data lot identification, using the on-board display, prior to compacting the given material.	

Complete measurement passes on control strips. Provide the Engineer with the date, location and time frame that the control strip compaction was completed to delineate data from the production data set.

Turn data collection and recording off when not performing measurement passes.

Provide the Engineer immediate viewing of the measurement pass data on the instrumented roller's onboard documentation system upon request.

C.3 Veta Analyses

C.3.a Veta Project Content

Ensure the Veta project(s) include the following:

(1) **Alignment (LandXML) and Design (*.kmz) Files**
(2) **Raw or Gridded All Passes Data**
(3) **Filter Groups** (for all machines) per:
(3.1) data lot (e.g., 01 090415 TH12-HMA-L1-12L-CL)
(3.2) lane and per lift (e.g., TH12-HMA-L1-12L-CL)
(3.3) lift (e.g., TH12-HMA-L1)
(4) **Operation Filters** (for all machines) per data lot (e.g., 01 090415 TH12-HMA-L1-12L-CL)
(5) **Override Filters per Machine ID** per:
(5.1) data lot (e.g., 01 090415 TH12-HMA-L1-12L-CL Machine ID)

(5.2) lift (e.g., TH12-HMA-L1 Machine ID)
(5.3) lane and per lift (e.g., TH12-HMA-L1-12L-CL Machine ID)

C.3.b Calculations

C.3.b.1 Roller Coverage

Calculate roller coverage, for each lift and material type, using the cumulative measurement pass count recorded by the instrumented rollers and record values in form IC-108.

Roller coverage is achieved when the cumulative measurement pass count is greater than or equal to one (1) (measurement pass) times the number of instrumented rollers used for the given data lot. Instrumented rollers working in tandem are counted as one (1) instrumented roller.

Evaluate roller coverage for each manufacturer's intelligent compaction system independently for compliance with Table 2016-18.

Calculate roller coverage for each data lot per Equation 2016-8.

Equation 2016-8: Data Lot Roller Coverage = $\left(\frac{\text{Data Lot Area Covered}}{\text{Required Data Lot Area}}\right) \times 100$

Where:

Data Lot Roller Coverage = see S-36.C.1.b, % (reported to the tenth);
Data Lot Area Covered = the total measurement pass area where roller coverage was achieved for the given data lot, square feet (reported to the nearest whole number); and
Required Data Lot Area = total area requiring measurement passes for the given data lot, square feet (reported to the nearest whole number).

Calculate roller coverage for each lift of a given material per Equation 2016-9.

Equation 2016-9: Roller Coverage = $\left(\frac{\sum_{i=1}^{n}(\text{Data Lot Area Covered})_i}{\sum_{i=1}^{n}(\text{Required Data Lot Area})_i}\right) \times 100$

Where:

Roller Coverage = see S-36.C.1.h, % (reported to the tenth);
n = the total number of data lots for the entire lift and given material type;
Data Lot Area Covered = the total measurement pass area where roller coverage was achieved for data lot i, square feet (reported to the nearest tenth); and
Required Data Lot Area = total area requiring measurement passes for data lot i, square feet (reported to the nearest tenth).

C.3.b.2 Monetary Price Adjustment – Roller Coverage (RC)

Calculate the monetary price adjustments for roller coverage per Table 2016-18.

Table 2016-18 Monetary Price Adjustment for Roller Coverage (RC)	
Roller Coverage (%) (Form IC-108)	**Total Price Adjustment Per Lift and Material Type**
≥ 70	No Price Adjustment
< 70	Total Price Adjustment (Disincentive) = (20 × RC – $1400) × (LM) where: RC = Roller coverage for the given lift, % (reported to the tenth) LM = Total number of lane miles for the given lift, and material type, requiring the intelligent compaction method, miles (reported to the hundredth)

S-36.5 **METHOD OF MEASUREMENTS (BLANK)**

S-36.6 **BASIS OF PAYMENT**

A All ICT Methods

Interruptions in the availability of MnCORS VRS Network and/or satellite signals used to operate the ICT will not result in any reduction to the data lot coverage (data lot area covered and required data lot area) or adjustments to the "Basis of Payment" for any construction items or to Contract time.

The Department will pay for the ICT method as Lump Sum. The Contract lump sum prices include all costs related to this Special Provision.

Partial payments for Lump Sum Items 2016.601 (Quality Management [PMTP Method]) and 2016.601 (Quality Management Special [IC Method]) will be made per Table 2016-19:

Table 2016-19 Partial Payments Schedule		
When	**Percent of Estimated Quantity Completed**	**Pay Percent of Lump Sum Item**
First Pay Voucher	…	10
2215.504 Stabilized Full Depth Reclamation 2390.504 CIR – CCPR Bituminous	5	20
2353.504 Ultrathin Bonded Wear Course 2360.509 Type SP Wearing Course Mixture	15	50
2360.509 Type SP Non-Wearing Course Mixture	50	75
2360.504 Type SP Wearing Course Mixture in [mm] Thick 2360.504 Type SP Non-Wearing Course Mixture in [mm] Thick 2365.509 Type SM Wearing Course Mixture	90	90

Item No.	Item	Unit
2016.601	Quality Management*	Lump Sum
2016.601	Quality Management Special‖	Lump Sum

*..... Lump sum pay item is associated with the paver mounted thermal profile method.
‖ ..... Lump sum pay item is associated with the intelligent compaction method.

S-37 **(2051) MAINTENANCE AND RESTORATION OF HAUL ROADS**

S-37.1 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-37.2 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-37.3 **The Contractor shall apply water for dust control as necessary for the safe use by forces working on the project and the traveling public. The Contractor shall apply calcium chloride for dust control at all farm sites and intersections on gravel portions of haul roads. It shall be placed at a minimum of 500 feet per location as directed by the County Engineer, at a rate of 0.25 gallons per square yard and shall be a minimum 38% solution. The Contractor may substitute calcium chloride with another product for dust control with approval of the Engineer. All cost connected with dust control on the project, or on any haul road shall be included in the bid price for the item being hauled with no additional compensation therefore. Failure to promptly control dust may result in the project being shut down.**

S-37.4 Maintenance and restoration of haul roads shall be paid by the contractor with no compensation from the County.

S-38 **(2360) PLANT MIXED ASPHALT PAVEMENT (MSCR)**
REVISED 02/29/19

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

S-38.1 Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Type SP 12.5 Wearing Course SPWEB240B

S-38.2 Asphalt binder meeting AASHTO M332 (MSCR) is required. See Section S-40-3151 (BITUMINOUS MATERIAL (MSCR)) of these Special Provisions.

S-38.3 **Pavement Smoothness / Surface Requirements will be measured by project as follows:**

SAP 041-601-032
The Contractor shall achieve and maintain a 2% slope during paving throughout this project. The Contractor shall NOT place more than one lift per day on SAP 041-601-032 between stations 301+26.57 to 325+92.57 without approval from the Engineer.

SAP 041-613-027
The Contractor shall NOT place more than one lift per day on SAP 041-613-027 without approval from the Engineer.

SAP 041-608-034
Evaluate pavement surface using 10 ft straight edge. This project is excluded from surface testing with IP.

Co. Maintenance CSAH 1,5, & 13
The sentence "In addition to the list the pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements." is deleted from MnDOT 2360.E Surface Requirements. The requirements of MnDOT 2360.E Surface Requirements **will** apply.

All Projects
Evaluate pavement smoothness requirements using equation HMA-C as specified in MnDOT 2399.3D. **The Contractor shall secure the services of a private firm to run the smoothness tests.**

S-38.4 The following is added to MnDOT 2360.2.E, "Mixture Design":

E.5.c Option 3 — Production Mixture Design
A production mixture design is a new mixture design developed by modifying an existing approved mixture design using plant produced material or laboratory produced material. Production Mixture Designs are allowed only when approved by the Engineer and require an interactive process with the District Materials Lab to discuss the proposed modification. Only a Level II mix designer with at least 2 years' experience in mixture design can request a Production Mixture Design.

E.5.c(1) Added Aggregate Requirements
When the Production Mixture design is being requested to add a new aggregate material not part of the original mixture design the added aggregate must meet the requirements of 3139.

E.5.c(2) Production Mixture Design JMF Submittal
At least 2 working days before beginning asphalt production with the Option 3 mix design begin the interactive process with the District Materials Engineer and submit a proposed JMF. Option 3 mix design submittals must be signed by a Level II Quality Management mix designer. If directed by the District Materials Engineer submit an optimum asphalt content point for the proposed JMF (new design). If the Option 3 mix design is utilized for aggregate substitution submit an optimum asphalt content point when directed by the District Materials Engineer. When an optimum asphalt content

point is required include documentation showing the mixture is in accordance with 2360.2.E.5.b, "Option 2 – Modified Mixture Design and meets the requirements of Table 2360-7.

If test results indicate conformance with specification requirements the Department will provide a Mix Design Report consisting of the JMF.

S-38.5 Replace MnDOT Table 2360-20 with:

Table 2360-20
Longitudinal Joint Density Requirement

Location	Confined Edge of Mat*	Unconfined Edge of Mat‖
Long joint 4% Design Void	91.0	89.5
Long joint 3% Design Void	92.0	90.5

* The Department defines "confined" as the edges of the placed mat abutting another mat, pavement surface, or curb and gutter.

‖ The Department defines "unconfined" or "unsupported" as no abutment on the side of the mat being placed with another mat or pavement surface.

S-38.6 Replace MnDOT Table 2360-24 with:

Table 2360-24*
Payment Schedule for Longitudinal Joint Density
4% Design Void

Longitudinal Joint (Confined Edge) Density, %‖	Pay Factor B Longitudinal (Confined Edge)		Longitudinal Joint (Unsupported Edge) Density, %‖	Pay Factor C (Unsupported Edge)	
	Traffic Level 2 & 3	Traffic Level 4 & 5		Traffic Level 2 & 3	Traffic Level 4 & 5
≥ 92.6	1.02†	1.03†	≥ 91.5	1.02†	1.03†
92.0 – 92.5	1.01†	1.02†	90.5 – 91.4	1.01†	1.02†
91.0 – 91.9	1.00	1.00	89.5 – 90.4	1.00	1.00
89.5 – 90.9	0.98	0.98	88.0 – 89.4	0.98	0.98
88.0 – 89.4	0.95	0.95	86.5 – 87.9	0.95	0.95
87.0 – 87.9	0.91	0.91	85.0 – 86.4	0.91	0.91
< 87.0	0.85	0.85	< 85.0	0.85	0.85

* The Department will limit incentive payment for longitudinal joint density to lots with evaluated longitudinal joint densities.

‖ Calculate the percent of maximum specific gravity to the nearest tenth.

† Payment will only apply if the day's weighted average individual production air voids fall within - ½ percent of the target air void value. Base the weighted average air voids on all the mixture production tests in accordance with 2360.2.G.7, "Production Tests" for the corresponding day and weight by the tons the corresponding test represents.

S-38.7 Replace MnDOT Table 2360-25 with:

Table 2360-25*
Payment Schedule for Longitudinal Joint Density
3% Design Void

Longitudinal Joint (Confined Edge) Density, % ‖	Pay Factor B Longitudinal (Confined Edge)		Longitudinal Joint (Unsupported Edge) Density, % ‖	Pay Factor C (Unsupported Edge)	
	Traffic Level 2 & 3	Traffic Level 4 & 5		Traffic Level 2 & 3	Traffic Level 4 & 5
≥ 93.6	1.02†	1.03†	≥ 93.0	1.02†	1.03†
93.0 – 93.5	1.01†	1.02†	92.0 – 92.9	1.01†	1.02†
92.0 – 92.9	1.00	1.00	90.5 – 91.9	1.00	1.00
90.5 – 91.9	0.98	0.98	88.0 – 90.4	0.98	0.98
89.0 – 90.4	0.95	0.95	87.0 – 87.9	0.95	0.95
88.0 – 88.9	0.91	0.91	86.0 – 86.9	0.91	0.91
< 88.5	0.85	0.85	< 86.0	0.70	0.85

* The Department will limit incentive payment for longitudinal joint density to lots with evaluated longitudinal joint densities.

‖ Calculate the percent of maximum specific gravity to the nearest tenth.

† Payment will only apply if the day's weighted average individual production air voids fall within ½ percent of the target air void value. Base the weighted average air voids on all the mixture production tests in accordance with 2360.2.G.7, "Production Test" for the corresponding day and weight by the tons the corresponding test represents.

S-38.8 Table 2360-27 is replaced with the following:

Table 2360-27
Surface Requirements

Course/Location	Description	Tolerance
Leveling/1st lift using automatics	Tolerance also applies to 1st lift placed other than leveling when automatics are used.	½ in
Wear	Tolerance of final 2 lifts from the edge of a 10 foot straightedge laid parallel to or at right angles to the centerline.	¼ in
Shoulder Wear, Temporary Wear & bypasses	Tolerance from the edge of a 10 foot straightedge laid parallel to or at right angles to the centerline.	¼ in
Transverse joints/construction joints	Tolerance from the edge of a 10 foot straightedge centered longitudinally across the transverse joint. Correction by diamond grinding required unless the Engineer and the Contractor agree to a deduct of $1,500.	¼ in
20 ft. pavement section excluded from IRI and ALR testing in Table 2399-3.	Tolerance from the edge of a 10 foot straightedge placed parallel to or at right angles to centerline. Corrective Works required unless both the Engineer and the Contractor agree to a deduct of $1,500 per lane.	¼ in
Transverse Slope	Tolerance for surface of each lift exclusive of final shoulder wear.	Not to vary by more than 0.4 % from plans.

Table 2360-27 Surface Requirements		
Course/Location	**Description**	**Tolerance**
Distance from edge of each lift and established centerline.	No less than the plan distance or more than 3 inches greater than the plan distance. The edge alignment of the wearing lift on tangent sections and on curve sections of 3 degrees or less can't deviate from the established alignment by more than 1 inch in any 25 foot section.	See Description
Final wear adjacent to concrete pavements.	After compaction the final lift wear adjacent to concrete pavements must be slightly higher but not to exceed 1/4 inch than the concrete surface.	See Description
Final wear adjacent to fixed structures.	After compaction the final lift wear adjacent to gutters, manholes, pavement headers, or other fixed structures must be slightly higher but not to exceed 1/4 inch than the surface of the structure.	See Description
Finished surface of each lift.*	Must be free of segregated and open and torn sections and deleterious material. *Excluding tight blade and scratch courses.	See Description

S-39 **(3138) AGGREGATE FOR SURFACE AND BASE COURSES**
REVISED 12/05/18

MnDOT 3138 is hereby modified as follows:

S-39.1 Replace Table 3138-1 with the following:

Table 3138-1
Quality Requirements for Virgin Materials

Requirement	Class			
	1 and 2	**3 and 4**	**5 and 5Q**	**6**
Max Shale, if No. 200 ≤ 7% by mass	NA	10.0%	10.0%	7.0%
Max Shale, if No. 200 > 7% by mass	NA	7.0%	7.0%	7.0%
Minimum Crushing Requirements *	NA	NA	10%	15%
Maximum Los Angeles Rattler (LAR) loss from carbonate quarry rock	40%	40%	40%	35%
Maximum Insoluble residue for the portion of quarried carbonate aggregates passing the No. 200 sieve	10%	10%	10%	10%
Maximum amount of Brick	1.0% #			
Maximum amount of other objectionable materials including but not limited to: wood, plant matter, plastic, plaster, and fabric	0.3% #			

* Material crushed from quarries is considered crushed material.
\# The Contractor/Supplier may not knowingly allow brick and other objectionable material and must employ a QC process to screen it out, before it becomes incorporated into the final product.

S-39.2 Replace Table 3138-3 with the following:

Table 3138-3
Base and Surfacing Aggregate
(containing less than 25 percent recycled aggregates)
Total Percent Passing *

Sieve Size	Class 1 (Surfacing £)	Class 2 (Surfacing β)	Class 3 (Subbase)	Class 4 (Subbase)	Class 5 (Base)	Class 5Q (Base)	Class 6 (Base)
2 in	—	—	100	100	—	100	—
1½ in	—	—	—	—	100	—	100
1 in	—	—	—	—	—	65 - 95	—
¾ in	100	100	—	—	70 - 100	45 - 85	70 - 100
⅜ in	65 – 95	65 - 90	—	—	45 - 90	35 - 70	45 - 85
No. 4	40 – 85	35 - 70	35 - 100	35 - 100	35 - 80	15 - 52	35 - 70
No. 10	25 – 70	25 - 45	20 - 100	20 - 100	20 - 65	10 - 40	20 - 55
No. 40	10 – 45	12 - 35	5 - 50	5 - 35	10 - 35	5 - 25	10 - 30
No. 200	8.0 - 15.0	5.0 - 16.0	5.0 - 10.0	4.0 - 10.0	3.0 - 10.0	0.0 - 10.0	3.0 - 7.0

* If product contains recycled aggregate, add letters in parentheses for each aggregate blend designating the type of recycled products included in the mixture.
(B) = Bituminous, (C) = Concrete, (G) = Glass
(BC) = Bituminous and Concrete, (BG) = Bituminous and Glass
(CG) = Concrete and Glass, (BCG) = Bituminous, Concrete, and Glass
£ Recycled concrete when used for surfacing is only allowed for shoulders
β Class 2 must be composed of 100% crushed quarry rock per 3138.2.B.2.

S-39.3 Replace Table 3138-4 with the following:

Table 3138-4
Base and Surfacing Aggregate
(containing 25% or more recycled aggregates & 75% or less recycled concrete)
Total Percent Passing *

Sieve Size	Class 1 (Surfacing £)	Class 3 (Subbase)	Class 4 (Subbase)	Class 5 (Base)	Class 5Q (Base)	Class 6 (Base)
2 in	—	100	100	—	100	—
1½ in	—	—	—	100	—	100
1 in	—	—	—		65 - 95	
¾ in	100	—	—	70 - 100	45 - 85	70 - 100
⅜ in	65 - 95	—	—	45 - 90	35 - 70	45 - 85
No. 4	40 - 85	35 - 100	35 - 100	35 - 80	15 - 52	35 - 70
No. 10	25 - 70	20 - 100	20 - 100	20 - 65	10 - 40	20 - 55
No. 40	10 - 45 † 5 - 45	5 - 50	5 - 35	10 - 35	5 - 25	10 - 30
No. 200	5.0 - 15.0 † 0 - 15.0	0 - 10.0	0 - 10.0	0 - 10.0	0 - 10.0	0 - 7.0

* Add letters in parentheses for each aggregate blend designating the type of recycled products included in the mixture.
(B) = Bituminous, (C) = Concrete, (G) = Glass
(BC) = Bituminous and Concrete, (BG) = Bituminous and Glass
(CG) = Concrete and Glass, (BCG) = Bituminous, Concrete, and Glass
† Note: For Class 1, if the bitumen content is ≥ 1.5%, the gradation requirement is modified to 5-45% for the #40 sieve and 0 – 15.0% for the #200 sieve.
£ Recycled concrete is only allowed for shoulders

S-39.4 Add the following to MnDOT 3138.2.E:

(6) The Contractor may substitute reclamation material (recycled bituminous and aggregate) for class 3, 4, 5, or 6, if used for base, subbase, stabilizing aggregate, or fine aggregate bedding. Meet the gradation in Table 3138-6, and the all other requirements of 3138.

Table 3138-6

Reclamation Material Permitted as a Substitute for Class 3, 4, 5, or 6

Total Percent Passing

Sieve Size	Class 3	Class 4	Class 5	Class 6
3" *	100	100	100	100
¾"	---	---	70 - 100	70 - 100
#3/8"	---	---	45 - 90	45 - 85
#4	35 - 100	35 - 100	35 - 80	35 - 70
#10	20 - 100	20 - 100	20 - 65	20 - 55
#40	5 - 50	5 – 35	10 - 35	10 - 30
#200	0 - 10.0	0 - 10.0	0 - 10.0	0 - 7.0

* Note for bedding within 2 feet of plastic pipe the requirement is 100% passing the 1" sieve.

S-40 **(3151) BITUMINOUS MATERIAL (MSCR)**

S-40.1 Replace MnDOT 3151.2.A with the following:

A Asphalt Binder

Only use Performance Graded (PG) Asphalt Binder meeting the requirements of AASHTO M 332, Table 3151-1A, and the Combined State Binder Group Method of Acceptance for Asphalt Binder, available on the Asphalt Products page of the Approved/Qualified Products List.

Table 3151-1A
Multi Stress Creep Recovery (MSCR) Test Requirements

Grade*	Binder Code for 2360 Mix	Jnr@3.2kPa,maximum	%R @ 3.2kPa, min.**	Jnr Difference (max. per M 332)***
PG 58S-28	B	4.5	N/A	report (75
PG 58H-28	E	2.0	30 %	report (75
PG 58V-28	H	1.0	55 %	report (75
PG58E-28		0.5	75 %	report (75
PG58S-34		4.5	N/A	report (75
PG58H-34	C	2.0	30 %	report (75
PG58V-34	F	1.0	55 %	report (75
PG58E-34	I	0.5	75 %	report (75
PG49S-34	M	4.5	N/A	report (75
PG52S-34	A	4.5	N/A	report (75
PG64S-22	L	4.5	N/A	report (75

* LTPP Bind temperature for Minnesota is 58°C for the high PG Binder Grade temperature. The bottom three grades are special use binders and are to be tested at the high temperature indicated by the grade (example: PG 49S-34 is tested @ 49C).

** Use in place of Appendix X1 in AASHTO - M332.

*** Jnr Difference is waived for all "S, H, V, and E" grade binders. The test value should be reported for information only.

Use asphalt binder supplier recommendations for mixing and compaction temperatures.

S-41 **FINAL CLEANUP**

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

Lincoln County 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._____

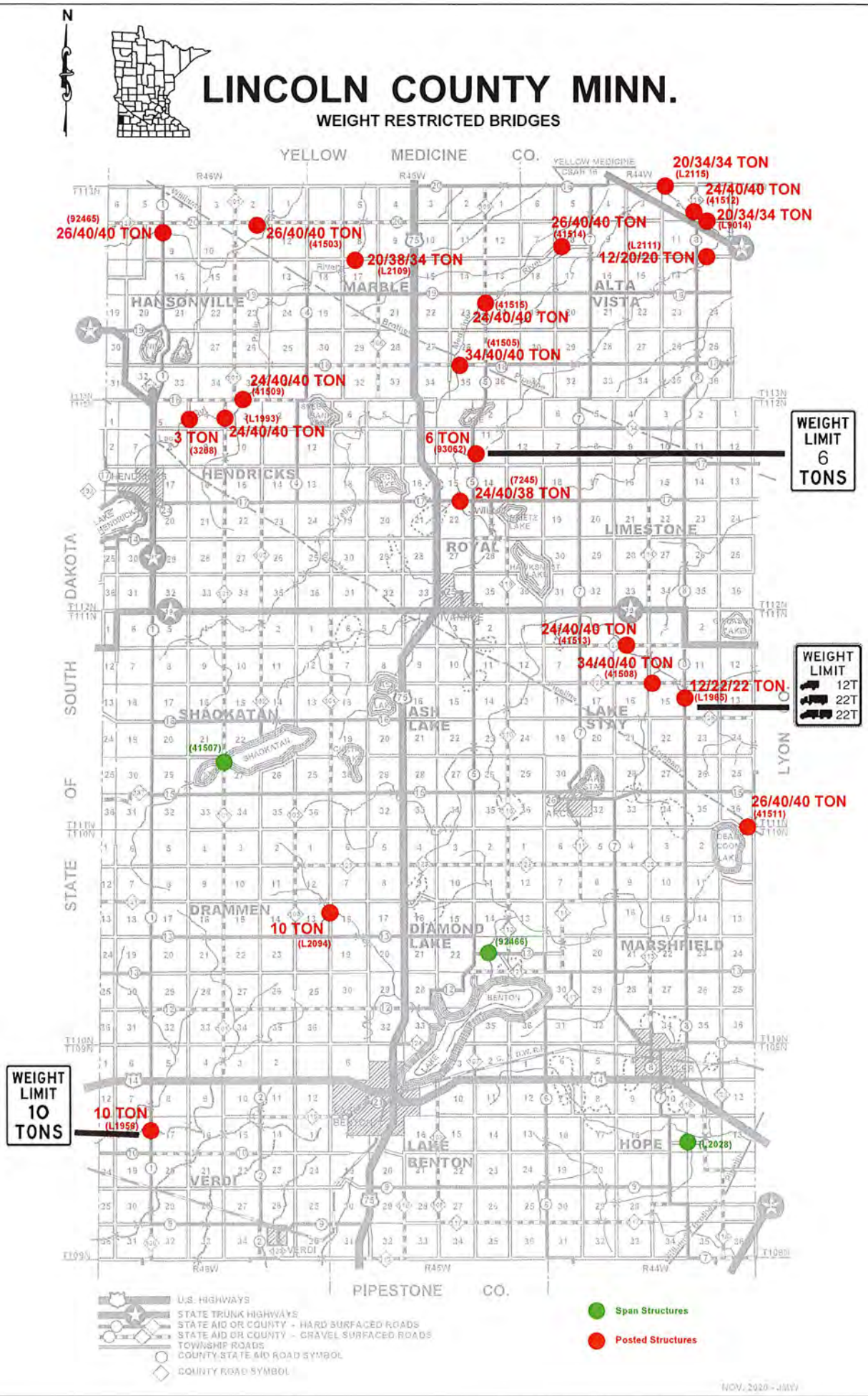
The Township of _____ hereby releases the Contractor _____of any further obligation pursuant to Minnesota Statute 161.25 for any further restoration of the Township roads utilized as a haul road or detour.

_____ _____
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


N
LINCOLN COUNTY MINN.
WEIGHT RESTRICTED BRIDGES
YELLOW MEDICINE CO.
PIPESTONE CO.
DAKOTA
LYON
STATE OF
(92465)
26/40/40 TON
26/40/40 TON
(41503)
20/38/34 TON
(L2109)
20/34/34 TON
(L2115)
24/40/40 TON
(41512)
20/34/34 TON
(L9014)
26/40/40 TON
(41514)
(L2111)
12/20/20 TON
(41515)
24/40/40 TON
(41505)
34/40/40 TON
24/40/40 TON
(41509)
(L1993)
3 TON
(3288)
24/40/40 TON
6 TON
(93062)
WEIGHT LIMIT 6 TONS
(7245)
24/40/38 TON
24/40/40 TON
(41513)
34/40/40 TON
(41508)
12/22/22 TON
(L1985)
WEIGHT LIMIT
12T
22T
22T
(41507)
26/40/40 TON
(41511)
10 TON
(L2094)
(92466)
WEIGHT LIMIT 10 TONS
10 TON
(L1959)
(L2028)
HANSONVILLE
MARBLE
ALTA VISTA
HENDRICKS
LIMESTONE
ROYAL
SHAOKATAN
ASH LAKE
LAKE STAY
DRAMMEN
DIAMOND LAKE
MARSHFIELD
LAKE BENTON
HOPE
VERDI
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
Span Structures
Posted Structures
NOV. 2020 - 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

1. 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.
2. 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
3. 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
4. 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
5. Upon request, the prime contractor will provide a copy of its written subcontracts to the P.E.
6. 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.
7. Each subcontractor must submit an IC-134 form to the prime contractor upon completion of the work.
8. 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? ☐ 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 second-tier subcontractor may not sublet any portion its contract.

Total
$

CONTRACTOR'S STATEMENT OF COMPLIANCE

Print Name and Title of Prime Contractor Representative	**Signature** **Date**
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.	

Print Name and Title of First Tier Subcontractor Representative	**Signature** **Date**
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.	

Print Name and Title of Second Tier Subcontractor Representative	**Signature** **Date**
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.	

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

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

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

ATTACHMENT A
PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

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

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...	
Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA**. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	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: (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 CONTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

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

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

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

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

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

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

State Project No. _____

Federal Project No. _____

State of Minnesota _____)
) ss
County of _____)

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

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

(1) that I am the authorized representative of _____

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

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

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

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

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

Signed: _____
(bidder or his authorized representative)

SWPPP (All Projects)

SWPPP Narrative

1. The Contractor shall identify an Erosion Control Supervisor who will oversee the SWPPP in accordance to 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 A2 During Construction
3. The installation timing for all ESC BMPs as necessary for site conditions shall be in accordance with 2573.3 Construction requirements A2&A3
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. The receiving water for storm water is the Big Sioux River for SAP 041-601-032 & SAP 041-613-027. The Big Sioux River is not considered an impaired water.
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 ⅓ 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 Erosion Control O Removal of Temporary Devices 1717.2 Erosion Control C Quality Control 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.