

LYON COUNTY HIGHWAY DEPARTMENT
504 FAIRGROUNDS ROAD
MARSHALL, MN 56258

*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH

BIDS RECEIVED UNTIL 10:00 O'CLOCK A.M. ON MAY 12TH, 2016

Bids accepted by Lyon County Auditor/Treasurer, 607 West Main Street, Marshall, MN 56258

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," 2016 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

STATE AID PROJECT NO. **042-610-039 and 042-624-016**

MINNESOTA PROJECT NO.

LOCATION: C.S.A.H. 10 from C.S.A.H. 24 to C.S.A.H. 17 and C.S.A.H. 24 between U.S. 59 and 250th Ave. in Lyon County, MN.

TYPE OF WORK: Grading and Aggregate base

LENGTH: 042-610-039 (4.662 Miles)
042-624-016 (0.344 Miles)

STARTING DATE: **June 6th, 2016**
COMPLETION DATE: **October 15th, 2016**

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.



Aaron VanMoer, P.E.

License Number 50428 Date: 4/20/16

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

To Lyon County Board of Commissioners:

According to the advertisement of Lyon 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 Lyon 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 Lyon 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 Lyon 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.

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- Equal Employment Opportunity (EEO) Special Provisions
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- Non-Collusion Affidavit
- Affirmative Action Statement
- Schedule of Prices

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

April 13, 2016
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DEPARTMENT OF TRANSPORTATION

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective May 6, 2013 until May 6, 2016:

- Gary Francis Bauerly and his affiliates, Rice, MN
- Gary Bauerly, LLC and its affiliates, Rice, MN
- Watab Hauling Co. and its affiliates, Rice, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective September 17, 2014 until September 17, 2017:

- Jeffrey Plzak and his affiliates, Loretto, MN
- Laurie Plzak and her affiliates, Loretto, MN
- Honda Electric Incorporated and its affiliates, Loretto, MN
- Fibertech, Inc. and its affiliates, Loretto, MN
- Jeffrey and Laurie Plzak doing business as Honda Electric Logistics, and its affiliates, Loretto, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective January 12, 2015 until January 12, 2018:

- Marlin Dahl, Granada, MN
- Dahl Trucking, Elmore, MN
- Elmore Truck and Trailer, Inc., Elmore, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including:

- 1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
- 2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
- 3) 3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

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DEPARTMENT OF ADMINISTRATION

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract:

NAME	DATE OF SUSPENSION
Devos, Ltd. d/b/a Guaranteed Returns Dean Volkes, Donna Fallon & Ronald Carlino 100 Colin Drive Holbrook, NY	December 5, 2014 through December 31, 2099
Wide Open Services, LLC Steve Mittelstaedt 6938 Highway 169 Virginia, MN 55792	March 30, 2016 through September 30, 2016
NAME	DATE OF DEBARMENT
Best Electric Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Best Used Trucks of Minnesota, Inc. Jason W. Leas 635 Marin Avenue Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
C & S Electric, Inc. Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Dahl Trucking Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through January 12, 2018
Elmore Truck and Trailer Repair, Inc. Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through Jan. 12, 2018 (eligible for reinstatement on Jan. 12, 2019)
Fibertech, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Groundscape Maintenance, Inc. Rob Sievers 1160 County Road 83 Maple Plain, MN 55359	February 19, 2015 through February 19, 2016 (eligible for reinstatement February 19, 2017)
Honda Electric, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Hunt's Carpet Service, Inc. ¹ Robert and Joni Hunt 4102 46th Avenue North Robbinsdale, MN 55422	Sept. 15, 2015 through Sept. 15, 2020

¹ Debarred by Hennepin County from working on any Hennepin County projects as a general contractor or subcontractor at any tier. Minn. Rules Part 1230.1150, subpart 2, item B, subitem (1) provides that any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the (Department of Administration, Materials Management) division under the same terms and limits of the original debarment.

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

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McCaa, Webster & Associates, Inc. Sammie McCaa 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-1002	May 1, 2014 through April 30, 2015 (eligible for reinstatement on April 30, 2016)
MG Carlson Construction Company, Inc. Martin Gerald Carlson 701 East First Street Fort Worth, TX 76102-3276	Sept. 5, 2014 through October 5, 2015 (eligible for reinstatement on April 5, 2016)
Ocuture, LLC 11930 Camby Park Drive Houston, TX 77047	Dec. 15, 2014 through Dec. 15, 2015 (eligible for reinstatement Dec. 15, 2016)
Ramco Heating and Air Conditioning Mark and Cheryl Ramquist 605 Ash Street Downing, WI 54734	March 11, 2015 through March 11, 2016 (eligible for reinstatement March 11, 2017)
Southwest Paving, Inc. Greg Brakefield 26412 State Highway 29 Deer Creek, MN 56527	March 30, 2016 through March 30, 2017 (eligible for reinstatement March 30, 2018)
St. Cloud Lawn & Landscaping, Inc. Pat Murphy 10602 County Road 2 Brainerd, MN 56401	February 20, 2015 through February 20, 2016 (eligible for reinstatement on Feb. 20, 2017)
TAC Construction Solutions, Inc. Christina Woods 31767 Deacons Way Pequot Lakes, MN 56472	August 19, 2014 through August 19, 2016 (eligible for reinstatement on August 19, 2017)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: <http://sam.gov>.

This list does not include preclusion actions taken by cities, counties or local authorities. Consult local authorities to ensure that contractors, subcontractors and materials suppliers are not currently suspended or debarred.

STATE FUNDED CONSTRUCTION CONTRACTS
SPECIAL PROVISIONS DIVISION A - LABOR
June 3, 2013

I. PREAMBLE

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

This contract is subject to the Minnesota Prevailing Wage Act², Rules³, Wage Decisions, and Truck Rental Rate Schedules established by the Minnesota Department of Labor and Industry (MnDLI). All contractors and subcontractors must pay each laborer and mechanic the established total prevailing wage rate for the actual work performed under this contract. Failure to comply may result in civil or criminal penalties and may compel the Minnesota Department of Transportation (MnDOT) to take such actions as prescribed in section: **XVI (NON-COMPLIANCE AND ENFORCEMENT)**.

Upon MnDOT's request, the prime contractor must promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, documents or agreements deemed appropriate by agency to determine compliance with these contract provisions.⁴

Questions related to the Special Provisions Division A can be directed to the MnDOT Labor Compliance Unit (LCU) by calling (651) 366-4209 or by visiting its website at: www.dot.state.mn.us/const/labor

II. DEFINITIONS

Terms utilized in the Special Provisions Division A are defined in MnDOT's Standard Specifications for Construction⁵, unless defined below.

- A. **Contractor**: The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.⁶
- B. **Employer**: An individual, partnership, association, corporation, business trust, or other business entity that hires a laborer, worker, or mechanic.⁷
- C. **First Tier Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.
- D. **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.⁸
- E. **Laborer or Mechanic**: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.⁹
- F. **Prime Contractor**: The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

¹ Minnesota Statute 177.41

² Minnesota Statute 177.41 to 177.44

³ Minnesota Rules 5200.1000 to 5200.1120

⁴ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

⁵ MN/DOT Standard Specifications for Construction, Section 1103

⁶ Minnesota Statute 177.44, Subdivision 1

⁷ Minnesota Statute 177.42, Subdivision 7

⁸ Minnesota Rules 5200.1106, Subpart 7(A)

⁹ Minnesota Rules 5200.1106, Subpart 5(A)

- G. **Second Tier Subcontractor**: An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.
- H. **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.¹⁰
- I. **Trucking 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.¹¹
- J. **Trucking Firm/Multiple Truck Owner (MTO)**: Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects.¹²

III. SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

- A. These provisions shall apply to the prime contractor, all subcontractors, or agents contracting to do all or part of the work under this contract.¹³
- B. The prime contractor is required to ensure that all lower tier subcontractors receive with their written subcontracts, agreements and/or purchase orders a copy of the contract labor provisions (Special Provision – Division A), the contract wage decision(s), and truck rental rate decision(s).
- C. An unpublished decision from the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on a case-by-case basis without prior notification.¹⁴

IV. PAYROLLS AND STATEMENTS

- A. The prime contractor must submit its payroll statements, along with those of its subcontractors to MnDOT.¹⁵ The payroll statements include a payroll report and a statement of compliance.¹⁶ The statements shall be submitted within fourteen (14) calendar days after the end of each contractor’s pay period.¹⁷ All contractors shall pay its employees at least once every fourteen (14) calendar days.¹⁸
- B. Payroll Report: the report may be submitted in any manner and must include all the information contained in **Subpart A (1 - 11)** of this section. However, contractors needing a payroll form may utilize the **MnDOT Payroll Form**, which is made available on the MnDOT LCU website.¹⁹ Each payroll report must include all workers that performed work as a laborer or mechanic under this contract and provide at minimum the following information:
 - 1. contractor’s name, address, and telephone number;
 - 2. state project number;
 - 3. payroll report number;
 - 4. project location;
 - 5. workweek end date;
 - 6. each employee’s name, home address, and full (or last four digits of) social security number;

¹⁰ Minnesota Rules 5200.1106, Subpart 5(C)

¹¹ Minnesota Rules 5200.1106, Subpart 7(C)

¹² Minnesota Rules 5200.1106, Subpart 7(B)

¹³ Minnesota Statute 177.44, Subdivision 1

¹⁴ See *International Union of Operating Eng’rs, Local 49 v. MnDOT*, No. C6-97-1582, 1998 WL 74281, at *2 (Minn. App. Feb. 24, 1998).

¹⁵ Minnesota Statute 177.44, Subdivision 7

¹⁶ Minnesota Rules 5200.1106, Subpart 10

¹⁷ Minnesota Statute 177.30, (a) (4)

¹⁸ Minnesota Statute 177.30 (a) (4)

¹⁹ www.dot.state.mn.us/const/labor/forms.html

7. labor classification(s) titles and optional three-digit code for each employee;
 8. hourly straight time and overtime wage rates paid to each employee;
 9. daily and weekly hours worked in each classification, including overtime hours for each employee;
 10. authorized legal deductions for each employee; and
 11. project gross amount, weekly gross amount, and net wages paid to each employee.²⁰
- D. Statement of Compliance: the payroll report must be accompanied with a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**, identifying any fringe contributions made on behalf of each worker.²¹ The prime contractor is required to review the information submitted by each subcontractor and sign the Statement of Compliance Form.
- E. The prime contractor is responsible for assuring that its payroll reports, and those of each subcontractor, include all workers that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay, and classifications of work performed.²²
- F. The prime contractor is responsible for maintaining all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retaining all records for a period of three (3) years after the final contract voucher has been issued.²³ All contractors are responsible for maintaining their supporting employment records relating to this contract for a minimum period of three (3) years after the final contract payment has been made; other laws may have longer retention requirements.
- G. At the end of each pay period, each contractor shall provide every employee, in writing or by electronic means, an accurate, detailed earnings statement.²⁴
- H. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms, or its subcontractors fail to submit same, MnDOT may implement the actions prescribed in section **XVI (NON-COMPLIANCE AND ENFORCEMENT)**.

V. WAGE RATES

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the state prevailing wage determinations included and/or incorporated into this contract. All contractors shall pay each worker the required minimum total hourly wage rate for all hours worked on the project at the appropriate classification(s) of labor for the work performed by the worker.
1. State highway and heavy wage determinations are issued for ten separate regions throughout the state of Minnesota. If the contract work is located in more than one region, the applicable wage decision for each region shall be incorporated into this contract. If the contract contains multiple state highway and heavy wage determinations, there shall be only one standard of hours of labor and wage rate for each classification of labor.²⁵
 2. State commercial wage determinations are issued for each county throughout the state of Minnesota. If the contract work is located in more than one county, the applicable wage determination for each county shall be incorporated into this contract. If the contract contains multiple commercial wage determinations, each determination applies to the classification(s) of work performed in the county for which it was issued.

²⁰ Minnesota Rules 5200.1106, Subpart 10 and Minnesota Statute 177.30

²¹ Minnesota Rules 5200.1106, Subpart 10

²² Minnesota Statute 177.30(1)(2)(3)(4)

²³ Minnesota Statute 177.30 (a) (5)

²⁴ Minnesota Statute 181.032

²⁵ Minnesota Statute 177.44, Subdivision 4

- B. Wage rates listed in the state wage determination(s) contain two components: the hourly basic rate and the fringe rate. The hourly basic rate plus the fringe rate equal the total prevailing wage rate. A contractor shall compensate workers a combination of cash and fringe benefits equaling, at minimum, the total prevailing wage rate.²⁶
- C. The certified wage decision(s) incorporated into the contract remains in effect for the duration of this contract unless replaced by the Department through an addendum or supplemental agreement. No increase in the contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract.
- D. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.²⁷
- E. In situations where a delay may exceed twenty (20) consecutive minutes and the contractor requires a worker to remain on the premises, or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call"²⁸ and shall be compensated in accordance with **Subpart B** of this section, unless the worker is completely relieved of duty and free to leave the premises for a definite period of time²⁹.
- F. A contractor making payment to an employee, laborer, mechanic, or worker may not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.³⁰
- G. Deductions from the total prevailing wage rate, whether direct or indirect, shall not be allowed for the following:
 1. purchase or rental of uniforms or non-home maintenance of uniforms;
 2. consumable supplies, which means materials required to perform duties of employment and are used during the course of employment;
 3. travel expenses, which means receipted out-of-pocket expenses for transportation, meals and lodging, or an agreed upon allowance, whichever is greater; or
 4. other items as established in Minn. Rules 5200.0090.³¹

VI. BONA FIDE FRINGE BENEFITS

- A. A contractor that does not provide fringe benefits to its employees shall compensate each worker the total prevailing wage rate for the classification of work performed.
- B. A "funded" fringe benefit plan is one that allows the contractor to make irrevocable contributions on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program without prior approval from the U.S. Department of Labor. Types of "funded" fringe benefits may include, but are not limited to: pension, health insurance, and life insurance.³²
- C. An "unfunded" fringe benefit plan or program is one that allows the contractor to furnish an in-house benefit on behalf of an employee. The cost to provide the benefit is funded from the contractor's general assets rather than contributions made to a trustee, third person, fund, plan, or program. Types of "unfunded" fringe benefits may include, but are not limited to: holiday, vacation, and sick plans.³³

²⁶ Minnesota Statute 177.42, Subdivision 6 and 177.44, Subdivision 1

²⁷ Minnesota Rules 5200.0120, Subpart 1

²⁸ Minnesota Rules 5200.0120, Subpart 2

²⁹ Minnesota Rules 5200.0120, Subpart 3

³⁰ Minnesota Rules 5200.1106, Subpart 6

³¹ Minnesota Rules 5200.0090

³² 29 CFR Parts 5.26 and 5.27

³³ 29 CFR Part 5.28

- D. Allowable credit toward the total prevailing wage rate shall be determined for each individual employee based on all hours worked (government and non-government) for bona fide fringe benefits that:³⁴
1. are contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;
 2. are legally enforceable;
 3. have been communicated in writing to the employee; and
 4. are made available to the employee once all eligibility requirements are met.
- E. No credit shall be allowed for benefits required by federal, state or local law, such as but not limited to: worker's compensation, unemployment compensation, and social security contributions.³⁵
- F. A contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor³⁶ or other violations under federal law. A contractor found in violation shall compel MnDOT to take such actions as prescribed in section XVI (NON-COMPLIANCE AND ENFORCEMENT).

VII. OVERTIME

- A. A contractor shall 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 one and a half (1 ½) times the hourly basic rate of pay.³⁷ The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week.³⁸
- B. To calculate the worker's minimum overtime hourly rate: (1) multiply the contract classification's hourly basic rate by 1.5, then (2) add the contract fringe rate, and finally (3) subtract the worker's bona fide hourly fringe benefit costs incurred by the Contractor.
- C. Contractors subject to the Federal Fair Labor Standards Act may be subject to additional overtime compensation requirements.

VIII. LABOR CLASSIFICATIONS

- A. All contractors must refer to the state wage determinations incorporated into the contract to obtain an applicable job classification.
- B. All contractors must refer to the Minnesota Rules to determine an appropriate classification of labor based on the tasks performed by a worker on the project.³⁹ If a contractor cannot determine an appropriate job classification, state law requires that the employer assign the worker to a job classification that is the "same or most similar".⁴⁰
- C. Contractors needing assistance in determining a classification of labor must contact the MnDOT LCU for instructions. Determinations and/or disputes concerning the assignment of labor classifications or wage rates fall under MnDLI's statutory authority.

IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

- A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements⁴¹ for the classification of work performed and shall adhere to the

³⁴ Minnesota Statute 177.42, Subdivision 6

³⁵ Minnesota Statute 177.42, Subdivision 6

³⁶ Minnesota Statute 181.74, Subdivision 1

³⁷ Minnesota Statute 177.44, Subdivision 1

³⁸ Minnesota Statute 177.42, Subdivision 4

³⁹ Minnesota Rules 5200.1101 and 5200.1102

⁴⁰ Minnesota Statute 177.44, Subdivision 1

⁴¹ 29 CFR Part 5.2(o) and Minnesota Statute 177.41

requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS).**

- B. Pursuant to state regulations, owners, supervisors, and foreman performing the work of a laborer or mechanic⁴² under the contract⁴³ are considered workers and shall be compensated in accordance with section **V (WAGE RATES)**. Furthermore, the prime contractor and any subcontractor shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); VI (FRINGE BENEFITS); VII (OVERTIME); and VIII (LABOR CLASSIFICATIONS).**

X. APPRENTICES, TRAINEES AND HELPERS

- A. An apprentice is not subject to the state wage decision(s) incorporated into the contract, provided the contractor can demonstrate compliance with the following:⁴⁴
1. The apprentice is performing the work of his/her trade.
 2. The apprentice is registered with the U.S. DOL Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.
 3. The apprentice is compensated according to the rate specified in the program for the level of progress.
 4. The employer's ratio of apprentices to journeyman workers on the project is not greater than the ratio permitted for the employer's entire work force under the registered program.⁴⁵
- B. If a contractor fails to demonstrate compliance with the terms established in **Subpart A (1 – 4)** of this section, the contractor shall compensate the worker not less than the applicable total prevailing wage rate for the actual classification of labor performed.⁴⁶
- C. A trainee or helper is not exempt under state law; the contractor shall assign the trainee or helper a job classification that is the "same or most similar"⁴⁷ and compensate the trainee or helper for the actual work performed regardless of the trainee's or helper's skill level.

XI. SUBCONTRACTING PART OF THIS CONTRACT

- A. The prime contractor shall execute a written subcontract with each first tier subcontractor performing work under this contract that includes the Special Provisions Division A - LABOR, contract wage determinations, and truck rental rate decisions. First tier subcontractors acquiring the services of a second tier subcontractor are subject to the same requirements.

XII. POSTER BOARDS

- A. The prime contractor must construct and display a poster board, which contains all required posters, is complete, accurate, legible, and accessible to all project workers from the first day of work until the project is one hundred percent (100%) complete.⁴⁸ Placement of a poster board at an off-site location does not satisfy this requirement.
- B. The prime contractor can obtain the required posters by visiting the MnDOT LCU website. The prime contractor will need to furnish its name, mailing address, the type of posters (i.e., state-aid), and the quantity needed.
- C. Refer to the poster board section of the MnDOT LCU website to obtain applicable contact information for each poster.

⁴² Minnesota Rules 5200.1106, Subpart 5A

⁴³ Minnesota Statute 177.44, Subdivision 1

⁴⁴ Minnesota Rules 5200.1070

⁴⁵ MnDLI Division of Apprenticeship – April 6, 1995 Memorandum from Jerry Briggs, Director

⁴⁶ Minnesota Rules 5200.1070, Subpart 3

⁴⁷ Minnesota Statute 177.44, Subdivision 1

⁴⁸ Minnesota Statute 177.44, Subdivision 5

XIII. EMPLOYEE INTERVIEWS

- A. At any time, the prime contractor shall permit representatives from MnDLI or MnDOT to interview its workers, and those of any subcontractor, during working hours on the project.⁴⁹

XIV. TRUCKING / OFF-SITE FACILITIES

- A. The prime contractor shall assume responsibility for ensuring its workers, and those of all subcontractors, are compensated in accordance with the state wage determination(s) incorporated into this contract for the following work:
1. processing or manufacturing of material, including the hauling of material to and from a prime contractor's material operation that is not a separately held commercial establishment;⁵⁰
 2. processing or manufacturing of material, including the hauling of material to and from an off-site material operation that is not considered a commercial establishment;⁵¹
 3. 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;⁵²
 4. delivery of materials from a non-commercial establishment to the project and the return haul;⁵³
 5. 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;⁵⁴
 6. hauling required to remove 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;⁵⁵ and
 7. delivery of mineral aggregate materials from a commercial establishment, which is deposited "substantially in place", and the return haul either empty or loaded.⁵⁶
- B. The work duties prescribed in **Subpart A (1 - 7)** of this section do not represent all possible hauling activities and/or other work duties that may be performed under this contract. It is the responsibility of the prime contractor and all subcontractors to be informed about all-applicable job duties that may be subject to the contract labor provisions.
- C. A contractor acquiring trucking services from an ITO, MTO, and/or Truck Broker to perform and/or provide "covered" hauling activities shall comply with the payment of the certified state truck rental rates.⁵⁷
- D. Truck hires must be paid the truck rental rate for time spent repairing or maintaining equipment; and for waiting to load or unload (so long as the wait, repair or maintenance, is attributable to the fault of the broker, contractor, or agent and/or employees thereof).⁵⁸
- E. Prime contractors and subcontractors shall submit, for each month where hauling activities were performed under this contract, a **MnDOT, TP-90550 - Month-End Trucking Report** and **MN/DOT, TP-90551 - Month-end Trucking Statement of Compliance Form**, along with each ITOs, MTOs and/or Truck Brokers reports to MnDOT.⁵⁹ The specifications regarding the dates for submission can be found near the bottom of the **MN/DOT, TP-90551 - Statement of Compliance Form**.

⁴⁹ MN/DOT Standard Specifications for Construction, Section 1511

⁵⁰ ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

⁵¹ Minnesota Rules 5200.1106, Subpart 3B(2)

⁵² Minnesota Rules 5200.1106, Subpart 3B(1)

⁵³ Minnesota Rules 5200.1106, Subpart 3B(2)

⁵⁴ Minnesota Rules 5200.1106, Subpart 3B(3)

⁵⁵ Minnesota Rules 5200.1106, Subpart 3B(4)

⁵⁶ Minnesota Rules 5200.1106, Subpart 3B(5)(6)

⁵⁷ Minnesota Rules 5200.1106, Subpart 1

⁵⁸ Minnesota Rules 5200.1106, Subpart 8(A)(1)

⁵⁹ Minnesota Rules 5200.1106, Subpart 10

- F. A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a broker fee.⁶⁰ No other lower tier broker fees against the truck rental rate will be permitted. In addition, the prime contractor and any subcontractor contracting to receive trucking services must, at a minimum, pay the full contract truck rental rate.
- G. A contractor may not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid to a hired Independent Truck Owner/Operator (ITO) or Multiple Truck Owner (MTO).⁶¹
- H. A contractor with employee truck drivers shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME); and VIII (LABOR CLASSIFICATIONS).**
- I. If, after written notice, the prime contractor fails to submit its month-end trucking reports and certification forms and those of any subcontractor, MTO and/or Truck Broker, MnDOT may take such actions as prescribed in section **XVI (NON-COMPLIANCE AND ENFORCEMENT).**

XV. CHILD LABOR

- A. Except as permitted under **Subpart B** of this section, no worker under the age of 18 is allowed to perform work on construction projects.⁶²
- B. In accordance with state law, a worker under the age of 18, employed in a corporation totally owned by one or both parents that is supervised by the parent(s), may perform work on construction projects.⁶³ However, if this contractor is subject to the federal Fair Labor Standards Act, a worker under the age of 18 is not allowed to perform work in a hazardous occupation.⁶⁴
- C. The project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age⁶⁵ and compliance with all applicable federal and state regulations.⁶⁶

XVI. NON-COMPLIANCE AND ENFORCEMENT

- A. The prime contractor shall be liable for any unpaid wages to its workers or those of any subcontractor, agent, ITO, MTO, and/or Truck Broker.⁶⁷
- B. If it is determined that a contractor has violated the state prevailing wage law, or any portion of this contract, MnDOT may, after written notice, implement one or more of the following:
 1. withhold or cause to be withheld from the prime contractor such amounts in considerations of charges or assessments against the prime contractor, whether arising from this contract or other contract with MnDOT;⁶⁸
 2. reject a bid from a prime contractor that has demonstrated continued or persistent noncompliance with the prevailing wage law on previous or current contracts with MnDOT;
 3. take the prosecution of the work out of the hands of the prime contractor, place the contractor in default and terminate the contractor for failure to demonstrate compliance with these provisions;⁶⁹
 4. refer the matter to the Minnesota Department of Administration for suspension or debarment proceedings;⁷⁰ and/or

⁶⁰ Minnesota Rules 5200.1106, Subpart 7(C)

⁶¹ Minnesota Rules 5200.1106, Subpart 6

⁶² Minnesota Rules 5200.0910, Subpart F

⁶³ Minnesota Rules 5200.0930, Subpart 4

⁶⁴ 29 CFR Part 570.2(a)(ii)

⁶⁵ Minnesota Statute 181A.06, Subdivision 4

⁶⁶ MN/DOT Standard Specifications for Construction, Section 1701

⁶⁷ MN/DOT Standard Specifications for Construction, Section 1801

⁶⁸ MN/DOT Standard Specifications for Construction, Section 1906

⁶⁹ MN/DOT Standard Specifications for Construction, Section 1808

5. consider referring violations to the appropriate local County Attorney for prosecution.⁷¹
- C. 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.⁷²
- D. A contractor may be fined up to \$1,000 for each failure to maintain records.⁷³
- E. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution⁷⁴ and may be grounds for debarment proceedings.⁷⁵
- F. For contracts subject to Minnesota Statutes section 177.43, the Commissioner of MnDLI may issue compliance orders for willful violation of the section. If the employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer.
- F. An employee may pursue a civil action in district court against its employer for failure to comply with the proper payment of wages.⁷⁶ If the employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer.⁷⁷

⁷⁰ Minnesota Rules 1230.1150, Subpart 2(A)(4)

⁷¹ Minnesota Statute 177.44, Subdivision 7

⁷² Minnesota Statute 177.44, Subdivision 6

⁷³ Minnesota Statute 177.30(b)

⁷⁴ Minnesota Statutes 16B, 161.315 - Subdivision 2, 177.32 - Subdivision 1(4), 177.43 - Subdivision 5, 177.44 - Subdivision 6, 609.63

⁷⁵ Minnesota Statute 161.315 and Minnesota Statute 609.63

⁷⁶ Minnesota Statute 177.27, Subdivision 8

⁷⁷ Minnesota Statute 177.27, Subdivision 10

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

16A.1245 Prompt payment to subcontractors.

Each state agency contract must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the state 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.

HIST: 1990 c 541 s 1

337.10 Building and construction contracts; prohibited provisions.

Subd. 3. Prompt payment to subcontractors. A building and construction contract shall be deemed to require the prime contractor and all subcontractors to promptly pay any subcontractor or material supplier contract within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment. The contract shall be deemed to require the party responsible for payment to pay interest of 1-1/2 percent per month to the party requesting payment on any undisputed amount not paid on time. 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 party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney fees incurred in bringing the action. This subdivision does not apply to construction of or improvements to residential real estate as defined in section 326.83, subdivision 17, or to construction of or improvements to attached single-family dwellings, if those dwellings are used for residential purposes and have fewer than 13 units per structure.

HIST: 1997 c 127 s 1; 1998 c 289 s 1,2; 1999 c 116 s 2

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: 2015-10-12 Revised: 2015-12-29

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.

Violations should be reported to:

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

Refer questions concerning the prevailing wage rates 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)

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
101 LABORER, COMMON (GENERAL LABOR WORK)	2015-10-12	16.00	0.00	16.00
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2015-10-12	20.71	14.35	35.06
	2016-05-01	21.49	14.80	36.29
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2015-10-12	16.50	0.00	16.50
104 FLAG PERSON	2015-10-12	20.71	14.35	35.06
	2016-05-01	21.49	14.80	36.29
105 WATCH PERSON	2015-10-12	16.25	12.94	29.19
106 BLASTER	2015-10-12	23.71	14.35	38.06
	2016-05-01	24.49	14.80	39.29
107 PIPELAYER (WATER, SEWER AND GAS)	2015-10-12	23.21	14.35	37.56
	2016-05-01	23.99	14.80	38.79
108 TUNNEL MINER	2015-10-12	16.69	6.91	23.60
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2015-10-12	21.41	14.35	35.76
	2016-05-01	22.19	14.80	36.99
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.	2015-10-12	26.00	12.45	38.45
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2015-10-12	20.50	5.38	25.88
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2015-10-12	16.04	0.00	16.04
SPECIAL EQUIPMENT (201 - 204)				
201 ARTICULATED HAULER	2015-10-12	24.61	17.90	42.51
	2016-05-01	25.11	18.90	44.01

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
202 BOOM TRUCK	2015-10-12	24.61	17.90	42.51
	2016-05-01	25.11	18.90	44.01
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	2015-10-12	20.00	0.00	20.00
204 OFF-ROAD TRUCK	2015-10-12	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.	2015-10-12	35.00	1.48	36.48
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR				
GROUP 2	2015-10-12	33.78	17.90	51.68
	2016-05-01	34.39	18.90	53.29
302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306 GRADER OR MOTOR PATROL				
307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3	2015-10-12	24.92	17.90	42.82
	2016-05-01	25.42	18.90	44.32
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)				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
GROUP 4	2015-10-12	24.61	17.90	42.51
	2016-05-01	25.11	18.90	44.01
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 TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331 CHIP HARVESTER AND TREE CUTTER				
332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336 CURB MACHINE				
337 DIRECTIONAL BORING MACHINE				
338 DOPE MACHINE (PIPELINE)				
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-TIERED 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)				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
367 TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5	2015-10-12	15.52	0.00	15.52
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	2015-10-12	22.30	17.90	40.20
	2016-05-01	22.80	18.90	41.70
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	2015-10-12	22.77	14.80	37.57
	2016-05-01	24.22	14.80	39.02
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2	2015-10-12	16.32	0.00	16.32
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>	
GROUP 3	2015-10-12	13.77	0.00	13.77	
605 BITUMINOUS DISTRIBUTOR DRIVER					
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)					
607 THREE AXLE UNITS					
GROUP 4	2015-10-12	22.50	0.00	22.50	
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	2015-10-12	17.50	2.79	20.29	
702 BOILERMAKERS	2015-10-12	34.15	26.37	60.52	
	2016-01-01	35.55	26.52	62.07	
703 BRICKLAYERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US				
704 CARPENTERS	2015-10-12	26.62	15.68	42.30	
	2016-05-01	27.89	15.68	43.57	
705 CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US				
706 CEMENT MASONS	2015-10-12	31.35	20.70	52.05	
707 ELECTRICIANS	+5,000,000	2015-10-12	31.70	18.42	50.12
	-5,000,000	2015-10-12	31.22	18.15	49.37
711 GROUND PERSON	2015-10-12	16.63	6.38	23.01	
712 IRONWORKERS	2015-10-12	35.50	23.45	58.95	
713 LINEMAN	2015-10-12	24.82	8.50	33.32	
714 MILLWRIGHT	2015-10-12	33.93	20.23	54.16	
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2015-10-12	32.04	18.46	50.50	
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2015-10-12	26.62	15.68	42.30	

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
	2016-05-01	27.89	15.68	43.57
717 PIPEFITTERS . STEAMFITTERS	2015-10-12	41.35	24.34	65.69
719 PLUMBERS	2015-10-12	30.24	19.50	49.74
	2016-05-01	31.84	19.50	51.34
721 SHEET METAL WORKERS	2015-10-12	27.50	16.04	43.54
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
728 WIRING SYSTEMS INSTALLER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
729 ASBESTOS ABATEMENT WORKER	2015-10-12	29.13	15.96	45.09
	2016-01-01	30.13	16.41	46.54
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			

NOTICE OF CERTIFICATION OF TRUCK RENTAL RATES AND EFFECTIVE DATE PURSUANT TO MINNESOTA RULES, PART 5200.1105

From April 6, 2015, to June 5, 2015, the Department of Labor and Industry (DLI) conducted a truck operational cost survey. On January 25, 2016, the Commissioner of DLI certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "four or more axle units, straight body trucks," "three axle units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the *State Register* on November 16, 2015, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on December 3, 2015.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 8 individuals attended the informal conference. None of the attendees at the informal conference commented on the Determination of the Construction Truck Rental Rates or contacted the department with comments regarding the rates prior to the date of this Certification.

Truck rental rates are determined by adding the certified prevailing wage driver rate in each region to the statewide operating cost survey data. The minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows:

3 Axle Units				
	Effective Date	Certified 607 Driver Rate	Surveyed Operating Cost	Determined Truck Rental Rate
Region 1	Certification date	\$40.60	\$37.35	\$77.95
Region 2	Certification date	\$34.26	\$37.35	\$71.61
Region 3	Certification date	\$36.91	\$37.35	\$74.26
	May 1, 2016	\$38.36	\$37.35	\$75.71
Region 4	Certification date	\$40.63	\$37.35	\$77.98
Region 5	Certification date	\$43.65	\$37.35	\$81.00
	May 1, 2016	\$44.85	\$37.35	\$82.20
Region 6	Certification date	\$41.45	\$37.35	\$78.80
	May 1, 2016	\$42.90	\$37.35	\$80.25
Region 7	Certification date	\$36.91	\$37.35	\$74.26
	May 1, 2016	\$38.36	\$37.35	\$75.71
Region 8	Certification date	\$13.77	\$37.35	\$51.12
Region 9	Certification date	\$43.65	\$37.35	\$81.00

	May 1, 2016	\$45.10	\$37.35	\$82.45
Region 10	Certification date	\$13.77	\$37.35	\$51.12
4 or More Axle Units				
	Effective Date	Certified 604 Driver Rate	Surveyed Operating Cost	Determined Truck Rental Rate
Region 1	Certification date	\$40.70	\$50.82	\$91.52
Region 2	Certification date	\$37.06	\$50.82	\$87.88
	May 1, 2016	\$38.51	\$50.82	\$89.33
Region 3	Certification date	\$37.06	\$50.82	\$87.88
	May 1, 2016	\$38.51	\$50.82	\$89.33
Region 4	Certification date	\$23.88	\$50.82	\$74.70
Region 5	Certification date	\$28.17	\$50.82	\$78.99
Region 6	Certification date	\$41.55	\$50.82	\$92.37
	May 1, 2016	\$43.00	\$50.82	\$93.82
Region 7	Certification date	\$37.40	\$50.82	\$88.22
Region 8	Certification date	\$16.32	\$50.82	\$67.14
Region 9	Certification date	\$43.75	\$50.82	\$94.57
	May 1, 2016	\$45.20	\$50.82	\$96.02
Region 10	Certification date	\$16.02	\$50.82	\$66.84

Tractor						
	Effective Date	Certified 602 Driver Rate	Surveyed Operating Cost	Determined Tractor Only Truck Rental Rate	Plus Trailer Operating Cost	Determined Tractor Trailer Rental Rate
Region 1	Certification date	\$43.90	\$49.17	\$93.07	\$11.46	\$104.53
	May 1, 2016	\$45.35	\$49.17	\$94.52	\$11.46	\$105.98
Region 2	Certification date	\$37.57	\$49.17	\$86.74	\$11.46	\$98.20
	May 1, 2016	\$39.02	\$49.17	\$88.19	\$11.46	\$99.65
Region 3	Certification date	\$27.10	\$49.17	\$76.27	\$11.46	\$87.73
Region 4	Certification date	\$24.45	\$49.17	\$73.62	\$11.46	\$85.08
Region 5	Certification date	\$26.27	\$49.17	\$75.44	\$11.46	\$86.90
Region 6	Certification date	\$39.45	\$49.17	\$88.62	\$11.46	\$100.08

Region 7	Certification date	\$27.55	\$49.17	\$76.72	\$11.46	\$88.18
Region 8	Certification date	\$37.57	\$49.17	\$86.74	\$11.46	\$98.20
	May 1, 2016	\$39.02	\$49.17	\$88.19	\$11.46	\$99.65
Region 9	Certification date	\$44.30	\$49.17	\$93.47	\$11.46	\$104.93
	May 1, 2016	\$45.75	\$49.17	\$94.92	\$11.46	\$106.38
Region 10	Certification date	\$24.50	\$49.17	\$73.67	\$11.46	\$85.13

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

Ken B. Peterson,

COMMISSIONER

2016 SALT Schedule of Materials Control - Local Government Agency

This Schedule of Materials Control (SMC) outlines the minimum testing requirements for State Aid Funded and/or federal aid Projects off the National Highway and Trunk Highway System. Optional to this SMC is the MnDOT Materials Control Schedule. Usage of either schedule must be defined in the project proposal.

1603.2 SAMPLING AND TESTING - INSERT INTO SPECIAL PROVISIONS

The first paragraph 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). The SMC-LGA establishes the size of samples and the minimum rate of testing. The SMC-LGA references the 2016 MnDOT Standard Specifications for Construction and does not set contract requirements for the material.

The SMC - LGA serves as a guide for material testing with allowable acceptance "as directed by the Engineer" detailed in Specification 1501.1(1) - Authority of the Engineer. These testing rates are a minimum and additional tests may be taken at the Engineer's discretion. A minimal testing rate does not always ensure a quality product; field observations and attention to detail is crucial. Materials not listed on an approved products list may be sampled and tested as directed by the Engineer. Materials listed on a Qualified Products list may be accepted or tested at the discretion of the Engineer.

Federal Aid projects require Independent Assurance Inspection. Contact the MnDOT District IA Inspector when the job starts to provide the proper servicing of your project.

Definitions

SALT Construction Website

MnDOT Office of State Aid for Local Transportation. The SMC - LGA is located at the construction page under "Information & Resources - Manuals".

MnDOT Schedule of Materials Control

Schedule of Materials Control (SMC) are inserted into project proposals to direct how materials are to be sampled. The SMC is updated yearly. Each SMC is project specific. Therefore, one needs to refer to their specific proposal.

Approved Products List

Products are "approved" when they have been found to routinely meet all applicable standards and specifications. The product is placed on the list based upon established successful manufacturer's quality control and warranties, but the listing may expire or require periodic renewal to verify the product has not changed over time. The approval process for the individual product should specify any expiration requirement.

Qualified Products List

Products are predicted to meet all applicable standards and specifications, but random sample testing is required to verify specific product lots meet specifications prior to usage. These products are generally considered to be "qualified" but not approved until tested for compliance. Successfully tested products lots are considered to be "approved". The approval process for the individual product should specify any further testing requirements for the product.

Certified Sources

Certified Sources must comply with each individual product's defined "certification procedure". Acceptance of products from certified sources follows the same sampling and testing as "qualified" products.

Quality assurance (QA) is a process-centered approach to ensuring that the best possible products or services are provided. Related to quality control, quality assurance focuses on enhancing and improving the process that is used to create the end result, rather than focusing on the result itself. Among the parts of the process that are considered in QA are planning, design, development, production and service.

Quality control (QC) is a process that is used to ensure a certain level of quality in a product or service. It includes actions deemed necessary to provide for the control and verification of certain characteristics of a product or service. It involves thoroughly examining and testing the quality of products or the results of services. The basic goal of quality control is to ensure that the products or services that are provided meet specific requirements and characteristics.

GRADING AND BASE CONSTRUCTION ITEMS 1 of 3

	Material Type	Spec. *	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample	
Gradation Testing (See Notes 2 & 3)	Aggregate Surfacing	3138 2211.5	Total quantity less than 4000 tons (2200 cy-cv) = 1 gradation/1,000 tons (550 cy.cv) or less, determine compliance to individual results (table 2211-5). Total quantity greater than 4,000 tons (2200 cy-cv), divide the total quantity by 10,000, roundup to the next whole number to determine the number of lots. Each lot is divide into 4 equal sublots, randomly sample each subplot. Determine individual results and subplot averages for compliance (Table 2211-4 & 2211-5)	1 / 1,000 tons stockpile gradation only required for materials on hand. Spec 1906.2	1/source 30 lb.	
	Aggregate Base					
	Aggregate Shoulders					
	Drainable Aggregate Base (OGAB & DSB)	3136				
	Granular Borrow/Embankment	3149	1/40,000 Cubic Yards - Compacted Volume - CV	1/10,000 Cubic Yards - only required for material on hand, Spec 1906.2	1/source 30 lb.	
	Select Granular Borrow/Embankment					
	Modified Granular Borrow/Embankment					
	Stabilizing Aggregate					
	Full Depth Reclamation	3135	1/day		1/6,000 yd ² & depth check	None
	Granular Filter	3601				
	Granular Backfill	3149	1/ source	1/source - before delivery on the project.	1/source 30 lb.	
	Aggregate Backfill					
	Granular Bedding					
	Aggregate Bedding					
	Coarse Filter					
Fine Filter						
Proctor	Non-Granular Material per 2105.3F	2105 2106 3149	1 per major soil, subgrade preparation specified density requires 100% of proctor density.	None	1 sample 25 lb.	
Sand Cone	Non-Granular Material per 2105.3F		AGENCY TESTING: Roadway Embankment: One test per 4,000 yd ³ (CV) or if test rolled, One test per 8,000 yd ³ (CV), Transverse culverts & Abutments: 1 test per every 2 feet of fill per 250' of trench length. Structures Trenches: One test/500 feet of each structure length at various depths. Subgrade Preparation: One per 25 road stations.			
Penetration Index Method (DCP) Index *	Aggregate Base	3138	1 DCP tests per 500 yd ³ (CV) or 1 per 900 Tons. If test rolled, 1 test / 1,000 yd ³ (CV) or 1,800 Tons.	None	None	
	Aggregate Shoulders					
	Full Depth Reclamation	3135	1 DCP test per 3,000 yd ²			
	Granular Materials Subgrade Preparation (for materials meeting 3149.2B1)	3149.2 B	AGENCY TESTING: Roadway Embankment: One test per 2,000 yd ³ (CV) or if test rolled, One test per 4,000 yd ³ (CV), Transverse culverts & Abutments: 1 test per every 5 feet of fill per 250' of trench length. Structures Trenches: One test/500 feet of each structure length at various depths. Subgrade Preparation: One per 25 road stations.			

The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.

GRADING AND BASE CONSTRUCTION ITEMS 2 of 3

	Material Type	Spec. *	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample
Moisture Content Test During All Compaction Methods	*Aggregate Base, Shoulder & Surfacing	3138	1 per project unless directed by the Engineer, obtain split companion sample for the Contractor. * May replace tests with time stamped photos showing water being applied.	1 / 1,000 yd ³	None
	Drainable Aggregate Base (OGAB & DSB)				
	Full Depth Reclamation	3135		1/6000 yd ²	
	All Embankment Materials	3149 2105		1/10,000 yd ³	
	Subgrade Preparation			1 per 25 road stations	
Percent Crushing	Particle Count (note 1)		1/ source unless directed by Engineer, (required for 3138.2B & C, 3149.2C & G1, 3136.2B Drainable Bases).	1 required for mat'l on hand, Spec 1906.2	1/source 30lb
Quality	Aggregate Quality Tests	3138 3149 3601	1/ source unless directed by Engineer	2 required for mat'l on hand, Spec 1906.2	1/source 30lb
Depth Check	Full Depth Reclamation		1 per day unless directed by Engineer	1/1,000 feet of machine width.	
Test Rolling	Test Rolling (as directed in the special provisions)	2111	As directed by the Engineer the contractor will perform test rolling at the top of all subgrade, base layers (2211), non stabilized FDR (2215) and granular layers not meeting the requirements of 3149.2B2 (2105 & 2106). Minimum 12' width and 300' length. Agency to observe test rolling. See G & B Manual 5-692.270.		

Laboratory Samples are companion split samples to the QA sample:

1. Companion gradation, proctor, QA crushing, aggregate quality samples not required 1,000 tons or less.
2. Include the laboratory companion with the first field sample.
3. Include the field sample results with the laboratory sample.
4. Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.
5. Carbonate aggregate materials require 50 lb. samples for the laboratory testing.

NOTE 1: Percent crushing test is not required when the material is crushed from a quarry or contains 25% or greater recycled materials.

NOTE 2: Submit a laboratory companion to the first Acceptance Gradation sample for a bituminous extraction, see 3138.2C. Full Depth Reclamation samples are not required.

NOTE 3: The Certification of Aggregates and Granular Materials procedure and documentation of testing locations is at the discretion of the Engineer.

* Review the Special Provisions. For granular materials, aggregate compaction will be by the "Penetration Index Method" unless otherwise designated in the Special Provisions. Other compaction methods include the "Specified Density Method" (sand cone), "Quality Compaction Method" or "Light Weight Deflectometer Method. See 2211.3.D.2 Compaction. The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.

Conversions: 1 ton = 0.55 yd³ (CV), 1 ton = 0.7 yd³ (LV), 1 yd³ (CV) = 1.8 tons.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Samples are not required for less than 500 tons (275 yd³).

GRADING AND BASE CONSTRUCTION ITEMS 3 of 3

Guidelines for Required Crushing & Aggregate Quality Tests

	3149 Granular Materials	3138 Aggregate for Surface and Base	3136 Drainable Bases
Crushing	<p>Yes, for Stabilizing Aggregate, Fine Aggregate Bedding and Medium Filter Aggregate. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources.</p>	<p>Yes, for Class 5, 5Q & 6. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources. Class 2 must contain 100% crushed quarry rock.</p>	<p>Yes. Not required for quarried sources.</p>
Bitumen Content	<p>Yes, if it contains Bitumen</p>	<p>Yes, if it contains Bitumen</p>	<p>Not applicable</p>
LAR	<p>Not applicable</p>	<p>Yes, if source is carbonate quarry and does not contain bitumen.</p>	<p>Yes</p>
Insoluble Residue	<p>Yes, if source is carbonate quarry and does not contain bitumen.</p>	<p>Yes, if source is carbonate quarry and does not contain bitumen.</p>	<p>Yes, if source is carbonate quarry.</p>
Litho Exam & Shale Float Test	<p>Yes, for Medium Filter Aggregate</p>	<p>Yes, for Class 3, 4, 5, 5Q & 6, when not from quarried rock, and does not contain bitumen.</p>	<p>Yes, when not from a quarried source.</p>

[Click here for testing procedures in the Grading & Base Manual.](#)

[Forms and worksheets at the Grading & Base Website.](#)

[Gradation worksheets at the SALT Construction Website](#)

LANDSCAPING AND EROSION CONTROL ITEMS

Kind of Material	Spec. #	Min. Required Acceptance Testing (Field Testing Rate)
Manufactured Topsoil Borrow, Salvaged Topsoil (stockpiled)	3877.2	As directed by the Engineer
Plant Stock & Landscape Materials	3861 and 2571.2A1	Materials must be in accordance with the Inspection and Contract Administration Guidelines for MnDOT Landscape Projects of which determines the minimum and maximum criteria thresholds. Certificate of Compliance, Nursery stock certificate registered with Mn Dept. of Agriculture. Out of state products subject to pest quarantines must accompanied by documentation certifying all products are free of regulated pests.
Erosion Control Blanket	3885	Visual Inspection and Check approved products or approved vendors list - As directed by the Engineer.
Erosion Control Netting	3885	
Silt Fence	3886	
Erosion Stabilization Mat	3885	
Flotation Silt Curtain	3887	Accepted, based on manufacturers certification of compliance. Check weight of fabric.
Filter Logs	3897	Visual Inspection
Flocculants	3898	Obtain copy of Certificate of Compliance and MSDS
Fertilizer	3881	Obtain copy of invoice of blended material stating analysis.
Agricultural Lime	3879	Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.
Mulch - Type 3	3882	Certified Weed Free (Certified sources only) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Mulch - Type 6 - Woodchips		All wood chips supplied by a supplier outside the Emerald Ash Borer quarantine area or have an Emerald Ash Borer Compliance Agreement with the MDA
Seeds	3876	(Certified Vendors Only) (Mixes 100-299) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Native Seed		(Mixes 300-399) certified seed only. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Sod	3878	Visual Inspection - Check approved products list - As directed by the Engineer. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA) for salt tolerant sod.
Compost (from Certified Source)	3890	
Compost (from Non-Certified Source)		
Hydraulic Soil Stabilizer	3884	Check Approved/Qualified Products List - As directed by the Engineer.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Geosynthetics, Pipe, Tile, Precast/Prestressed Concrete

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Corrugated Metal Products		
Culvert Pipe Under drains Erosion control Structures	3225 thru 3229, 3351, 3399	Make certain pipe is Certified on Invoice, retain certificate of compliance and certified mill analysis in project file.
Structural Plate	3231	
Aluminum Structural Plate	3233	Retain the Certificate of Compliance and certified mill analysis in project file.
Pipe		
Clay Pipe	3251	Visual Inspection
Reinforced Concrete Pipe and Arches, Precast Cattle Pass Units, Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions and class as required.
Non-Reinforced Concrete Pipe	3253	
Drain Tile (Clay or Concrete)	3276	Visual Inspection - Acceptance as directed by the Engineer.
Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.
<u>Corrugated Polyethylene Pipe - Dual Wall 12"-48"</u>	3247	Visual Inspection - Check approved products list. Obtain Certificate of Compliance.
Precast/Prestressed Concrete Structures - Inspected by MnDOT & will be charged back to the Local Agency.		
Reinforced Precast Box Culvert	3238	Field Inspection: Check for damage and defects. Check dimensions as required. Check for the "MnDOT" stamp and signature on the certification document.
Precast/Prestressed Concrete Structure (beams, posts, etc.)	2405	
Manholes and Catch Basins (Construction)	2506 3622	
Sewer Joint Sealing Compound	3724	Visual Inspection - Acceptance as directed by the Engineer.
Prefomed Plastic Sealer for Pipe	3726 Type b	Visual Inspection - Acceptance as directed by the Engineer.
Bituminous Mastic Joint Sealer for Pipe	3728	
EPS Geofoam	Special Provisions	Visual Inspection - Acceptance as directed by the Engineer. Check for yellow aged material, uniformity and dimensions.
Geotextile Fabric and Geogrid Reinforcement	3733 and Special Provisions	Obtain Certificate of Compliance stating minimum average roll values (MARV). MARV must meet Project requirements. Fabric must be listed on Geotextile Small Quantity Acceptance List available at http://www.dot.state.mn.us/materials/aggregatedocs/gtxlist.pdf
<u>Geotextile Small Quantity Acceptance List</u>		
<u>Silt Fence</u>	3886	Visual Inspection - Check approved products list.

Approved/Qualified Products

Asphalt Products

Roadside Safety Hardware

Bridge Products

Roadway Lighting Products

Concrete Products

Traffic Control Signals Products

Crack & Joint Materials Products

Signing Products

Truncated Domes

Snow and Ice Chemical Products

Drainage

Temporary Traffic Control Devices

Erosion Control and Landscaping Products

Traffic Management Systems/ITS

Geosynthetics

Vehicle Safety Lighting

Maintenance Shop Supplies

Walls (Retaining/Noise)

Paint/Stain/Coating Systems (Non-Pavement) Products

SALT Construction Website - Additional Resources

Bituminous Engineering

Asphalt Binder Certified Supplier

Asphalt Emulsion Certified Supplier

Concrete Engineering

MnDOT Concrete Manual

QC & QA RM Plant Workbooks

MnDOT Certified Ready-Mix Program

Grading & Base Engineering

Testing procedures in the Grading & Base Manual.

Forms and worksheets at the Grading & Base Website.

Gradation worksheets at the SALT Construction Website

SALT SMC - LGA Contacts

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Telephone Index for MnDOT Specialty Offices

Grading & Base

Terry Beaudry	(651) 366-5456
John Bormann	(651) 366-5496
Melissa Cole	(651) 366-5432

Website: www.dot.state.mn.us/materials/gradingandbase.html

Bituminous

John Garrity	(651) 366-5577
Asphalt Binder	
Jim McGraw	(651) 366-5548
Jason Szondy	(651) 366-5549

Bituminous Specialty Items

Terry Beaudry	(651) 366-5456
Greg Schneider	(651) 366-5403
Melissa Cole	(651) 366-5432
Tom Wood	(651) 366-5573

Website: www.dot.state.mn.us/materials/bituminous.html

Concrete

Concrete – Aggregates and Mix Design	
Concrete – Certified Ready Mix Concrete	
Wendy Garr	(651) 366-5423
Concrete – Paving	
Rob Golish	(651) 366-5576
Concrete – Bridges	
Ron Mulvaney	(651) 366-5575
Concrete – Pavement Rehabilitation	
Gordy Bruhn	(651) 366-5523

Website: www.dot.state.mn.us/materials/concrete.html

Landscaping and Erosion Control Items

Erosion Control	(651) 366-3607
Lori Belz	
Landscaping	(651) 366-4612
Scott Bradley	
Wood Chips	(651) 366-3619
Tina Markeson	

Chemical Items

Allen Gallistell	(651) 366-5545
Dave Iverson	(651) 366-5550

Metallic Materials and Metal Products Sampling

Steve Grover	(651) 366-5540
Laboratory - Test Results	(651) 366-5560
Bridge Structural Metals	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568

Miscellaneous Materials

Steve Grover	(651) 366-5540
Bearing Pads	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568
Laboratory - Test Results	(651) 366-5560

Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete

Steve Grover	(651) 366-5540
Rich Lamb	(651) 366-5595
Randy Tilseth	(651) 366-5451
Laboratory - Test Results	(651) 366-5560

Brick, Stone and Masonry Units/Modular Retaining Wall Blocks

Steve Grover	(651) 366-5540
Blake Nelson	(651) 366-5599
Laboratory - Test Results	(651) 366-5561

Electrical & Signal

Susan Zarling	(651) 234-7052
Steve Grover	(651) 366-5540
Wendy Garr - Concrete	(651) 366-5423
Laboratory - Test Results	(651) 366-5560

Materials Lab. Contacts

Independent Assurance

District 1, Duluth Leila DeLuca, Linda Pearson, 218-725-2738 Fax 218-725-2814	Nadine Miller (218) 725-2737 Cell (218) 348-6297
District 2, Bemidji Jeff Long, 218-755-6544 Jason Kisseo, 218-755-6542 Fax 218-755-6540	Thomas Lloyd (218) 755-6545 Cell (218) 766-6949
District 3A, Baxter Tom Boser, 218-828-5755 Fax 218-828-5816	- (218) 828-5753 Cell (218) 232-6748
District 3B, Saint Cloud Teresa Mertens, 320-223-6555 Fax 320-223-6582	Teresa Mertens, 320-223-6555 Cell (320) 493-3559
District 4, Detroit Lakes Brad Hanson, 218-846-3616 Bruce Bryngelson, 218-846-3614 Wayne Koons, 218-846-3617 Fax 218-846-0744	David Brunner Dist. 4 Mat'l's (218) 846-3613 Cell (218) 849-7393 Sandy Kay Wollschlager 4B Mat'l's (320) 589-7300 Cell (320) 815-6660
Metro District, Maplewood Lab Mike Evans, 651-366-5409 Fax 651-366-5408	Waters Edge Mat'l's (651) 234-7356 East Steve Reinardy (651) 755-1581 Mike Sroga (651) 775-0997 West Greg Bohmert (651) 775-1005 Dave Wilkerling (651) 775-1042
District 6, Rochester Ken DeCramer, 507-286-7580 Ken Pickett, 507-286-7586 Brad Horn, 507-286-7535 Fax 507-285-7112	Brandon Weick (507) 286-7584 Cell (507) 251-0138
District 7, Mankato Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188 Cell (507) 380-8248
District 8A, Willmar Jay Jorgensen, 320-214-6345 Fax 320-214-6306	Jon Vlaminck (320) 214-6348 Cell (320) 894-7409
District 8B, Marshall Mark DeAustin, 507-537-2068 Fax 507-537-3802	

Lbs

Bituminous	35	Aggregate for Gradation QC/QA
	80	for each plus #4 Aggregate Type for Quality Testing
	35	for each minus #4 Aggregate Type for Quality Testing
	80	for each RAP material for Quality Testing
	10	RAS (shingles) for Processsed Gradation and Quality Testing
	65	for Mix Properties (QC/QA) 3 full 6" by 12" cylinder molds for QA
	90	for TSR (QC/QA) 4 full 6" by 12" cylinder molds for QA
	90	for Aggregate Specific Gravity QC/QA
	-	1 quart of Asphalt Binder QA
	-	1/2 gallon for Asphalt Emulsion QA
Grading & Base	30	Aggregate for Gradation (Companion sample from 60 lb split).
	25	Moisture Density Test - Proctor (Companion from 50 lb split).
	30	Aggregate Quality/Percent Crushing Test - 1 per source
Ready-Mix Concrete	25	Gradation 3/4" plus
	10	Gradation 3/4" minus
	6	Gradation CA 70 & #7
	1	Gradation - Sand (500 g), CA 80, #89.
	4.4	Moisture Test Coarse Aggregate (2000 g)
	1.1	Moisture Test Fine Aggregate (500 g)
	50	Quality 3/4" plus - lab sample
	30	Quality 3/4" minus - lab sample
	30	Fine Aggregate - lab sample
	10	3/4" Plus for the -200 Coarse Aggregate Test (5000 grams)
	6	3/4" Minus for the -200 Coarse Aggregate Test (2500 grams)
	5	Cement, Blended Cement, Fly Ash
	-	1/2 pint plastic container for admixtures.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-38).
2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

**NOTICE TO ALL PRIME AND SUBCONTRACTORS
PRE-AWARD REPORTING REQUIREMENTS**

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds \$ 5,000,000.00:

- 1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30th of the previous year (Office and/or clerical personnel need not to be included).
- 2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.
- 3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.

MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).
3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.
4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.**
6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

Definitions:

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July.** The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.
3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.
4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

**STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(41 CFR 60-4.3 and Minnesota Statute §363A.36)**

Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):
 - (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
- (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

- (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
 - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

Minority and Women Employment Goals

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Aitkin	2.2%	6.9%	5%	6%
Anoka	2.9%	6.9%	22%	6%
Becker	0.7%	6.9%	6%	6%
Beltrami	2.0%	6.9%	6%	6%
Benton	0.5%	6.9%	3%	6%
Big Stone	2.2%	6.9%	4%	6%
Blue Earth	2.2%	6.9%	4%	6%
Brown	2.2%	6.9%	4%	6%
Carlton	1.2%	6.9%	5%	6%
Carver	2.9%	6.9%	22%	6%
Cass	2.2%	6.9%	6%	6%
Chippewa	2.2%	6.9%	4%	6%
Chisago	2.9%	6.9%	3%	6%
Clay	0.7%	6.9%	6%	6%
Clearwater	2.0%	6.9%	6%	6%
Cook	1.2%	6.9%	5%	6%
Cottonwood	0.8%	6.9%	4%	6%
Crow Wing	2.2%	6.9%	6%	6%
Dakota	2.9%	6.9%	22%	6%
Dodge	0.9%	6.9%	4%	6%
Douglas	2.2%	6.9%	6%	6%
Faribault	2.2%	6.9%	4%	6%
Fillmore	0.9%	6.9%	4%	6%
Freeborn	0.9%	6.9%	4%	6%
Goodhue	2.2%	6.9%	4%	6%
Grant	2.2%	6.9%	6%	6%
Hennepin	2.9%	6.9%	32%	6%
Houston	0.6%	6.9%	4%	6%
Hubbard	2.0%	6.9%	6%	6%
Isanti	2.2%	6.9%	3%	6%
Itasca	1.2%	6.9%	5%	6%
Jackson	0.8%	6.9%	4%	6%
Kanabec	2.2%	6.9%	3%	6%
Kandiyohi	2.2%	6.9%	3%	6%
Kittson	2.0%	6.9%	6%	6%
Koochiching	1.2%	6.9%	5%	6%
Lac Qui Parle	2.2%	6.9%	4%	6%
Lake	1.2%	6.9%	5%	6%
Lake of the Woods	2.0%	6.9%	6%	6%
Le Sueur	2.2%	6.9%	4%	6%
Lincoln	0.8%	6.9%	4%	6%
Lyon	0.8%	6.9%	4%	6%

Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights

Revised 07/12

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Mahnomen	2.0%	6.9%	6%	6%
Marshall	2.0%	6.9%	6%	6%
Martin	2.2%	6.9%	4%	6%
McLeod	2.2%	6.9%	3%	6%
Meeker	2.2%	6.9%	3%	6%
Mille Lacs	2.2%	6.9%	3%	6%
Morrison	2.2%	6.9%	6%	6%
Mower	0.9%	6.9%	4%	6%
Murray	0.8%	6.9%	4%	6%
Nicollet	2.2%	6.9%	4%	6%
Nobles	0.8%	6.9%	4%	6%
Norman	2.0%	6.9%	6%	6%
Olmsted	1.4%	6.9%	4%	6%
Otter Tail	2.2%	6.9%	6%	6%
Pennington	2.0%	6.9%	6%	6%
Pine	2.2%	6.9%	3%	6%
Pipestone	0.8%	6.9%	4%	6%
Polk	1.2%	6.9%	6%	6%
Pope	2.2%	6.9%	6%	6%
Ramsey	2.9%	6.9%	32%	6%
Red Lake	2.0%	6.9%	6%	6%
Redwood	0.8%	6.9%	4%	6%
Renville	2.2%	6.9%	3%	6%
Rice	2.2%	6.9%	4%	6%
Rock	0.8%	6.9%	4%	6%
Roseau	2.0%	6.9%	6%	6%
Scott	2.9%	6.9%	22%	6%
Sherburne	0.5%	6.9%	3%	6%
Sibley	2.2%	6.9%	4%	6%
St. Louis	1.0%	6.9%	5%	6%
Stearns	0.5%	6.9%	3%	6%
Steele	0.9%	6.9%	4%	6%
Stevens	2.2%	6.9%	6%	6%
Swift	2.2%	6.9%	4%	6%
Todd	2.2%	6.9%	6%	6%
Traverse	2.2%	6.9%	6%	6%
Wabasha	0.9%	6.9%	4%	6%
Wadena	2.2%	6.9%	6%	6%
Waseca	2.2%	6.9%	4%	6%
Washington	2.9%	6.9%	22%	6%
Watsonwan	2.2%	6.9%	4%	6%
Wilkin	0.7%	6.9%	6%	6%
Winona	0.6%	6.9%	4%	6%
Wright	2.9%	6.9%	3%	6%
Yellow Medicine	2.2%	6.9%	4%	6%

Minnesota Department of Transportation Office of Civil Rights Contractor Employment Data		1. Contractor Name and Address: Phone: _____					
2. Employment Data a) Name: Last Name, First Name, MI		b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
1.							
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3.							
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26.							
27.							

INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA

This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)

1. Contractor Name and Address self-explanatory.
2. Employment Data information will coincide with your employment records.
 - 2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.
 - 2b. Social Security Number self-explanatory.
 - 2c. New Hire is to be indicated with a "Y" for Yes or an "N" for No. "New Hire" is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
 - 2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
 - 2e. Gender is to be indicated with an "M" for Males or an "F" for Females.
 - 2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.
 - 2g. Level "A" is for an Apprentice, "J" is for a Journey Worker, and "T" is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT's Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT's Office of Civil Rights at (651) 366-3015.

Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights

Revised 07/12

Minnesota Department of Transportation Office of Civil Rights Monthly Employment Compliance Report EEO-13		1. SP <input type="checkbox"/> SAP <input type="checkbox"/> (Check one) SP#		3. Contractor Name:		4. Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> (check one)	
2. Reporting Period County or City _____ to _____		Federal Tax ID: Street Address: City, State Zip _____		5. Dollar Amount of Contract:		6. Percent of Completion:	
7. Employment Data	b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender M or F	g) Level (A, J or T)	h) Hours Worked This Period	
a) Name: Last, First Middle Initial							
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8. Contract Goals MINNESOTA GOALS %OBTAINED _____ % Minority % _____ % Women %	9. Prepared by: (Signature) _____ Print Name: _____ Title: Date: Phone: Fax:
10. Reviewed by: (Signature) _____ Print Name: _____ Title: Date: Phone: Fax:	

INSTRUCTIONS FOR EEO-13
MONTHLY EMPLOYMENT COMPLIANCE REPORT

- 1.-5. Self-explanatory – State Project #, county project is located in, are you a prime or sub, and contract value.
 6. Percent of Completion is the estimated percentage of work completed including this reporting period.
 7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.
 - 7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable MnDOT EEO staff to readily identify individuals on all projects.
 - 7b. Social Security Number self-explanatory.
 - 7c. New Hire is to be indicated with a “y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
 - 7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
 - 7e. Gender is to be indicated with an “M” for Males or an “F” for Females.
 - 7f. Trade/Foreman. Supervisors. Managers list the trade that applies unless the employee fits one of the other three categories.
 - 7g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.
 - 7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
 8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.

% Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.
 9. Prepared by Contractor Designee is the signature of the prime or subcontractor’s EEO officer/designee.
 10. Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project.
- The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15th day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.)
- This information can be submitted electronically via the web, through MnDOT’s Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3321.

EEO COMPLIANCE REVIEW REPORT

Total Company Workforce

(For 12 Month Period Preceding July 30th of the previous year)

Name and Address of Contractor

Name and Title of Corporate Officer

Name of EEO Officer

Job Categories	Total Employees		Total Minorities		Blacks		Asian/ Pacific Is.		American Indian		Hispanic		On-the-Job Trainees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Misc. Trades														
Total														
On-the-Job Trainees														

SCHEDULE OF PRICES

NOTICE TO BIDDERS

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

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

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

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

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

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

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

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

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

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

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

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

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

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

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

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

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

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

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

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

Division S

S-1

SP2016-1

CONTACT INFORMATION

Direct questions about this Project, including pre-bid questions, to Chad Magnussen.

Chad Magnussen
Lyon County Public Works
504 Fairgrounds Road
Marshall, MN 56258
507-532-8204 (office)
chadmagnussen@co.lyon.mn.us

S-2

GOVERNING SPECIFICATIONS

The Minnesota Department of Transportation "Standard Specifications for Construction", 2016 Edition shall apply on this contract except as modified or altered in the following Special Provisions.

S-3

COMPLIANCE WITH ZONING ORDINANCE

All bidders shall familiarize themselves and shall comply with the County's zoning and ordinance for conditional use of land pertaining to gravel and borrow pits.

S-4

AFFIRMATIVE ACTION RESPONSIBILITIES

All bidders shall meet with the County's Affirmative Action requirements. If a bidder does not meet the requirements, the County reserves the right not to consider the bid.

S-5

SP2016-5

RESPONSIBLE CONTRACTOR

The Department cannot award a construction contract in excess of \$50,000 unless the bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3.

A bidder must verify it meets the minimum criteria detailed in the law. A bidder must submit its verification electronically by completing the "Responsible Contractor" section in the "Officers and Acknowledgements" Folder within the Electronic Bid File. A company officer must certify statements in that section. Bidders only need to complete the electronic verification; DO NOT email, fax, or send paper forms to the Department. The Department will not accept emailed, faxed or other paper submissions and will only accept electronic verifications.

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**

SP2016-6

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: www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx.

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.

S-7 **(1103) DEFINITIONS**

NEW WRITEUP 03/01/16

SP2016-14.1

The provisions of MnDOT 1103 are supplemented as follows:

S-7.1 The following definition is added to MnDOT 1103:

Unit Day. 12:00 AM to 11:59 PM (0000-2359) or any portion thereof.

S-8 **(1203) ACCESS TO PROPOSAL PACKAGE**

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-9 **(1206) PREPARATION OF PROPOSAL**

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

S-9.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-9.2 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-10 (1209) DELIVERY OF PROPOSALS

The provisions of MnDOT 1209 are modified with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder shall deliver the Proposal and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

- (1) To the address specified,
- (2) In care of the official receiving the Proposals, and
- (3) By the date and time for opening Proposals.

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

- (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; and
- (6) Any other forms included in the Proposal Package.

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

S-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 1212 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 **(1505) COOPERATION BY CONTRACTORS**

SP2016-19

The provisions of MnDOT 1505 are supplemented as follows:

S-13.1 A separate contract for S.A.P. 042-610-036 is currently in progress near this Project.

S-13.2 The Contractor shall coordinate work and cooperate with the holders of those current and future separate contracts, as required by MnDOT 1505.

S-14 **(1507) UTILITY PROPERTY AND SERVICE**

SP2016-21

S-14.1 All utilities related 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."

S-14.2 The following utility owners have existing facilities which the work under this Contract may affect. Where necessary, the utility owners intend to relocate or adjust the facilities in advance of or concurrently with the Contractor's operations.

S.A.P. 042-610-039

- Lincoln-Pipestone Rural Water (507) 368-4248
- Minnesota Valley COOP (320) 269-2163
- Centurylink (855) 742-6062

S.A.P. 042-624-016

- Arvig (507) 342-8000
- Charter Communications (320) 829-1044
- Frontier Communications (800)-778-9140
- Marshall Municipal Utilities (507) 537-6798
- MCI (800) 289-3427
- Lincoln-Pipestone Rural Water (507)-368-4248
- Minnesota Valley COOP (320) 269-2163

S-14.3 No compensation will be made for additional costs incurred by the Contractor for any Special work or Special construction method necessary to prosecute work over, below or adjacent to utility property whose existence was indicated in the plans or Special Provisions.

S-14.4 The Contractor will be required to work around all utility poles, whether or not they have been moved or lowered. Where poles have been moved or lowered, prior to grading operations, a mound of earth shall be left around each pole of sufficient size to ensure its stability. Where such poles are moved or lowered before all grading on the project is otherwise completed, the Contractor shall remove any mounds of earth which may have been left. No compensation in addition to the contract price for Common Excavation will be made for this work.

S-14.5 It will be the Contractor's responsibility to contact the owners of all utilities in any area prior to the construction in the area so that the Contractor can be informed of the exact locations of all the utilities in the area including any that are not shown in the plans. It will also be the Contractor's responsibility to: (1) report any existing damage or faulty condition (i.e. sand in manholes, damaged valve boxes, etc.) to the owners prior to construction, as once excavation has commenced it will be assumed that all damage to underground installations has been caused by the Contractor's operations and it will be his responsibility to make the necessary repairs; and (2) upon completion of the project, contact all utility owners and make arrangements for a field inspection trip by his representative and representatives of the utility owners to confirm that all damages caused by the Contractor's operations have been repaired to the satisfaction of the owners.

S-15 (1601)SOURCE OF SUPPLY & QUALITY

The provisions of MnDOT 1601 are supplemented as follows:

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

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

Prior to performing work, the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

Source of Supply and Quality: MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Monies due or to become due the Contractor will be reduced according to these costs.

Partial Payment: All provisions for partial payments shall apply to domestic materials only. The Contractor will not receive payment for materials manufactured outside of the United States until such materials are delivered to the job site.

S-16 (1701) LAWS TO BE OBSERVED (WET LANDS)

SP2016-31

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

S-16.1 If the Contractor operations involve the excavation and/or disposal of material off MnDOT Right of Way, the Contractor is advised of the following:

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

- 1) drain, excavate, or fill a wetland, wholly or partially; or
- 2) construct, reconstruct, remove, or make any change in any reservoir, dam, or the course, current, or cross-section of any public water

unless a signed statement from the property owner is obtained stating that any permit or wetland replacement plan required for the work is in place, or that a permit or replacement plan is not required; **AND** this statement is mailed to the appropriate office with jurisdiction over the wetland or public water prior to initiating the work.

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

S-17 (1712) PROTECTION AND RESTORATION OF PROPERTY

The provisions of MnDOT 1712 is hereby supplemented by the following:

S-17.1 The county shall not be held responsible for damages done by the contractor to property located below the ground within the Right of Way or Construction Easements, even though the existence of such property is not shown on the plans, indicated in the Special Provisions or otherwise brought to his attention before damage is done.

S-18 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS; INSURANCE

The provisions of MnDOT 1714 are modified as follows:

S-18.1 MnDOT 1714.3A is deleted and replaced with the following

A Minimum Limits of Liability

The contractor shall provide the following minimum limits of liability:

- (1) \$2,000,000 – Per occurrence,
- (2) \$3,000,000 – Annual aggregate,
- (3) \$3,000,000 – Annual aggregate applying to Products and Complete Operations,
- (4) \$50,000 – Fire damages, and
- (5) \$5,000 – Medical expense (and one person per occurrence).

The liability limits specified above are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella or other basis to the Additional Insured for any and all covered claims.

S-19 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (M.P.C.A.), and in accordance with the provisions of Mn/DOT 1717, these Special Provisions, and the following:

S-19.1 By signing the Proposal and completing the NPDES permit application, the Contractor is a co-permittee with the County/City to ensure compliance with the terms and conditions of the General Storm Water Permit (MN R100001) and is responsible for those portions of the permit where the operator is referenced. This Permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb 0.4 hectares [1 acre] or more of total land area. A copy of the "General Permit Authorization to Discharge Storm Water Associated with a Construction Activity Under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System Permit Program" is available at:

<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>

The Contractor shall apply and pay for the NPDES Permit on this Project. Payment for the application shall be incidental to the Contract and no direct compensation will be made. Lyon County will provide the Contractor with the application form with Sections 1 thru 3 and 5 thru 14 completed, as part of the Contract document package. The Contractor shall fill out the Contractor's portion (Section 4 and section 15), complete the application process, and post the Permit and MPCA's letter of coverage onsite.

A NPDES Permit declaration form will be sent to the Contractor with the Contract award packet. A copy of the signed permit application and a signed Permit Declaration form must be returned with the Contract and bond. Submittal of the copy of the signed permit application and Permit Declaration is mandatory for Contract approval. No work which disturbs soil and/or work in waters of the state will be allowed on this Project until the NPDES Permit is in effect and the department has received the required documentation.

S-19.2 The Contractor shall be solely responsible for complying with the requirements listed in Part II.B and Part IV of the General Permit.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the permit. All inspections, maintenance, and records required in the General Permit Paragraph IV.E, shall be the sole responsibility of the Contractor. The word "Permittee" in these referenced paragraphs shall mean "Contractor". Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with the permit.

The Contractor shall have all logs, documentation, inspection reports on site for the Engineer's review and shall post the permit and MPCA's letter of coverage on site. The meetings with the MPCA, Watershed District, WMO, or any local authority shall be attended by both the Engineer and the contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation from Lyon County, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Part V.H.

S-19.3 Emergency Best Management Practices must be enacted to help minimize turbidity of surface waters and relieve runoff from extreme weather events. It is required to notify the MPCA Regional contact person within 2 days of an uncontrolled storm water release. The names and phone numbers of the MPCA Regional Contact personnel can be found at: <http://www.pca.state.mn.us/water/stormwater/stormwater-c.html>. The Contractor is reminded that during emergency situations involving uncontrolled storm water releases that the State Duty Office must be contacted immediately at 1-800-422-0798 or 1-651-649-5451.

S-19.4 The Contractor shall review and abide by the instructions contained in the permit package. The contractor shall hold Lyon County harmless for any fines or sanctions caused by the contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

The Contractor is advised that Section 1 of the NPDES application form makes reference to a Storm Water Pollution Prevention Plan (SWPPP). This Project's SWPPP is addressed throughout Mn/DOT's Standard Specifications for Construction, as well as this Project's Plan and these Special Provisions. The following table identifies NPDES permit requirements and cross-references where this Contract addresses each requirement.

NPDES Permit Requirements Cross-Reference within this Contract

NPDES Permit Requirements	Cross-Reference within this Contract
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	MnDOT 1701, 1702; and 1717 Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Certified Personnel in Erosion / Sediment Control Site Management Develop a Chain of Command	MnDOT 1506, 1717, and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Project / Weekly Schedule (for Erosion / Sediment Control) Completing Inspection / Maintenance Log / Records	MnDOT 1717 and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and
Project Specific Construction Staging	The Plans; MnDOT 1717; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans; MnDOT 2573, 2574 and 2575
Maintenance of Devices / Sediment removal Removal or Tracked Sediment Removal of Devices	The Plans; MnDOT 1717 and 2573; Special Provisions: 1514 (Maintenance During Construction), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Dewatering	MnDOT 2105.3C and 2451.3C; May also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	MnDOT 1717, 2573, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Permanent Erosion / Sediment Control and Turf Establishment	The Plans; MnDOT 1717, 2573,2574, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)

S-20 (1801) SUBLETTING OF CONTRACT

SP2016-44

The provisions of MnDOT 1801 are modified as follows:

S-20.1 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-20.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), Targeted Group Business (TGB) or Veteran-Owned Small Business (VET) established goals, or any combination thereof, 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-21 **(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

REVISED 09/25/15

SP2016-50

The Department will determine Contract Time in accordance with the provisions of MnDOT 1806 and the following:

S-21.1 Contractor must complete all work required under this Contract, except maintenance work and Final Clean Up, on or before **October, 15th 2016**.

S-22 **(1901) MEASUREMENT OF QUANTITIES**

The provisions of Mn/DOT 1901 are supplemented by the following:

S-22.1 **All quantities paid by the “ton” shall be weighed using a certified platform scale.** Automated Weighing Device shall be integrated with a ticket printer. The ticket shall contain the date, project number, pay item number, truck or tractor and trailer identification, truck tare and net mass (weight). The contractor shall provide the truck driver with a copy of the weigh ticket. The truck driver shall provide the ticket to the inspector on the project.

S-23 **(1903) COMPENSATION FOR ALTERED QUANTITIES**

The provisions of Mn/DOT 1903 is deleted and replaced with the following:

S-23.1 Lyon County reserves the right to increase or decrease the quantities of any item without adjustment in the contract unit prices and the provisions of 1903 shall not apply.

S-24 **(1905) COMPENSATION FOR ELIMINATED ITEMS**

The provisions of Mn/DOT 1905 is deleted and replaced with the following:

S-24.1 Lyon County reserves the right to delete any item without adjustment in the contract unit prices and the provisions of 1905 shall not apply.

S-25 **(1906) PARTIAL PAYMENTS**

Partial payments will be made in accordance with the provisions of Mn/DOT 1906, except as modified below:

S-25.1 **Payment for materials on hand will not be made under this contract.**

S-25.2 From the amounts ascertained as payable on each partial estimate, five (5) percent will be retained to protect the Department’s interests.

S-25.3 Partial payments will be made out the first week of the month for work completed in the previous month.

S-26 **(2051) MAINTENANCE AND RESTORATION OF HAUL ROADS**

REVISED 11/20/15

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The provisions of MnDOT 2051 are supplemented by the following:

S-26.1 In addition to the amount the Contractor bids for Item 2051.501 (Maintenance and Restoration of Haul Roads), the State agrees to reimburse the Contractor at the predetermined unit prices set forth below for materials ordered by the Engineer. All materials ordered by the Engineer for the Maintenance and Restoration of haul roads will be measured as set forth in the applicable section of the Standard Specifications.

Each of the following materials measured as provided above, will be paid for at the following predetermined unit prices:

2118.501	Aggregate Surfacing Class 1	\$7.00/ton [\$7.72/t]
2130.501	Water	\$10.00/1000 gal. [\$2.50/m ³]
2131.502	Calcium Chloride Solution	\$0.50/gal. [\$0.14/liter]
2211.501	Aggregate Base Class 5	\$7.00/ton [\$7.72/t]
2360.501	Type SP 12.5 Wearing Course Mixture (4, B)	\$27.95/ton [\$30.81/t]
2231.501	Bituminous Patching Mixture	\$47.00/ton [\$51.70/t]

Crushing will not be required in the production of Class 1 material.

The above prices will be considered to be compensation in full for furnishing and providing the materials complete in place, including, but not limited to, royalty, waste, equipment rental, labor, overhead, profit, and incidentals. When materials other than those listed above are ordered by the Engineer, they will be paid for as extra work in accordance with MnDOT 1402.5, with **the Contractor and the Department sharing equally in the costs**. Separate payment will not be made for costs of blading and reshaping necessary for the maintenance and restoration of haul roads. The cost of such work shall be incidental.

The above shall be performed to restore visible damage.

S-27 (2105) COMMON EXCAVATION (P)

The provisions of MnDOT 2105.501 are hereby supplemented by the following:

S-27.1 3790.8 cubic yards (BM) of excess material on S.A.P. 042-624-016 (C.S.A.H. 24) shall become property of the contractor. The contractor may use excess material on S.A.P. 042-610-039 (C.S.A.H. 10). If the contractor chooses to use excess material on S.A.P. 042-610-039 the contractor shall be compensated by the cubic yard of material at the established bid price on S.A.P. 042-610-039 for 2105.523-COMMON BORROW (E.V.). The following conversions established in the MnDOT Grading and Base Manual may apply:

- 1 yd³ (CV) = 1.3 yd³ (LV)
- 1 yd³ (CV) = 1.1 yd³ (BM)
- 1 yd³ (LV) = 0.83 yd³ (BM)
- 1 yd³ (LV) = 0.77 yd³ (CV)
- 1 yd³ (BM) = 0.90 yd³ (CV)
- 1 yd³ (BM) = 1.2 yd³ (LV)

S-28 (2105) SALVAGED AGGREGATE BASE PLACED FROM STOCKPILE

The provisions of 2105.609 are as follows:

S-28.1 When placing and Compacting Salvaged Aggregate from Stockpile provide placement equipment meeting the following requirements:

- (1) Will not rut the in-place surface,
- (2) Capable of placing the required thickness without creating segregation.

S-28.2 Compaction shall be achieved by the “Quality Compaction Method” described in MnDOT 2211.

S-28.3 Place and compact reclamation materials in maximum 3-inch [75 mm] lifts using a pneumatic-tired roller in compliance with 2215.3.B.4.

S-28.4 Spread and compact the reclamation material to the profile and cross section shown on the plans before placing the next layer.

S-28.5 Maintain the moisture content from 3 to 7 percent by dry weight during compaction.

S-29 (2105) SALVAGED AGGREGATE BASE STOCKPILED

The provisions of 2105.609 are as follows:

S-29.1 Salvage the pulverized bituminous surface and underlying aggregate base as directed by the engineer. Bituminous and aggregate thickness shown on the plans are approximate, actual thickness and quantities may vary.

S-29.2 All materials to be stockpiled shall be screened or crushed to pass the 2" sieve prior to being placed in stockpiles.

S-29.3 Stockpiles shall not be placed in areas that may damper drainage.

S-29.4 The contractor shall be responsible for location and restoration of stockpile sites.

S-30 (2111) TEST ROLLING

The provisions of 2211 are supplemented by the following:

S-30.1 Provide and test with a TR30 pneumatic tire test roller as described in MnDOT 2111.

S-31 (2123) 1.5 CU YD BACKHOE

The provisions of 2123.610 are supplemented by the following:

S-31.1 Hours shall be provide to located existing tile line locations or other work as directed by the engineer. If the contractor elects to use a larger backhoe than specified it shall be at the expense of the contractor.

S-32 (2211) AGGREGATE BASE CLASS 5 MOD

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

S-32.1 Compaction shall be achieved by the "Quality Compaction Method" described in MnDot 2211.3D2.

S-33 (2215) FULL DEPTH RECLAMATION

The provisions of 2215.604 are as follows:

S-33.1 Pulverize existing bituminous surface with a self-propelled reclaiming machine with the ability to uniformly pulverize the pavement and underlying layer to the specified depth or as directed by the engineer. Pulverized bituminous and underlying aggregate base shall produce a uniformly mixed aggregate base.

S-33.2 Full depth reclamation shall be a single operation. The engineer will measure the reclamation area by the square yard.

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)

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: _____

S.A.P. 042-610-039 & S.A.P. 042-624-016

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

DATE _____

SIGNED _____

REPRESENTING _____

TELEPHONE NO. _____

**LYON COUNTY
DEPARTMENT OF HIGHWAYS**

"I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1969, and (check one of the four below, as applicable):

- () I have a Certificate of Compliance issued by the Department of Human Rights and will provide a copy to the County.
- () I have applied for a Certificate of Compliance to the Commissioner of Human Rights, which is pending.
- () I am exempt from the EEO requirements because the value of this Contract does not exceed \$50,000.
- () I am exempt from the EEO requirements because, though the Contract value exceeds \$50,000, I have not employed more than 20 full time employees on a single working day in the twelve months previous to the letting date of this project. Attached herewith is a notarized letter on my company letterhead certifying the above to be true and specifically referencing the project numbers within this Contract.

Signature of Bidder

Position

Name of Firm

Date

This form shall **NOT** be considered sole proof of necessary compliance with Minnesota Statutes, Section 363, implementing the Rules and Regulations of the Minnesota Department of Human Rights. A Certificate of Compliance or Certified Letter must be provided to the County before any work may begin. All questions should be referred to the Minnesota Department of Human Rights, Room 60, State Office Building, St. Paul, Minnesota. Telephone 612-296-5682.

THE SCHEDULE OF PRICES SHEETS HAVE INTENTIONALLY BEEN LEFT OUT OF THE PDF PRINT OUT OF THIS PROPOSAL. TO REQUEST THE SCHEDULE OF PRICES SHEETS, PLEASE VISIT OUR WEBSITE, WWW.LYONCO.ORG, FOR INSTRUCTIONS OR CONTACT THE LYON COUNTY HIGHWAY DEPARTMENT AT 507-532-8205. THE SCHEDULE OF PRICES SHEETS WILL BE EMAILED TO YOU FOR INSERTION INTO THE PROPOSAL TO MAKE IT COMPLETE.

GRAND TOTAL \$ _____

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

Signed: _____

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

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: Our firm will meet a minimum goal of ___% of this contract to Disadvantaged Business Enterprises. A bidder who fails to indicate a specific goal above must fulfill the total goals indicated in the proposal.

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

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. ___ Dated _____ Addendum No. ___ Dated _____

Addendum No. ___ Dated _____ Addendum No. ___ Dated _____

Signed: _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the ___ day of _____, 20

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

doing business under the name and style of

Signed: _____, for _____ a partnership.

NAME

BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

incorporated under the laws of the State of Minnesota

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

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