



Rooted in **Connection**
Growing with **Direction**

Request for Quotes (RFQ) for **Tree Removals**

RFQ release date: 2/20/2026
Submission due date: 3/13/2026

North Shop | 11660 Myeron Road North | Stillwater, MN 55082-9537
P: 651-430-4300 | F: 651-430-4350 | TTY: 651-430-6246
www.washingtoncountymn.gov

Washington County is an equal opportunity organization and employer

Tree Removals for CSAH 17 & TH 36 Construction

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Tree Removals for CSAH 17 & TH 36 Construction

1. Introduction

The purpose of this Request for Quotes (RFQ) is for Washington County to secure services for tree removals for the CSAH 17 (Lake Elmo Ave.) and TH 36 Interchange Project, see Attachment B for specific site plans.

1.1. County Authorized Representative

The County Authorized Representative for this RFQ is Andrew Giesen, Washington County Public Works Project Manager, andrew.giesen@washingtoncountymn.gov, 651-430-4336.

1.2. Schedule

Schedule	Due Date
RFQ Release Date	2/20/2026
Questions Due	3/4/2026
Quotes Due	3/13/2026

2. Scope of Work

This work shall consist of providing all material, equipment, labor, and cleanup to complete the work identified per the following: The Contractor shall keep roadways, driveways, and any infrastructure clear of debris by utilizing a street sweeper and any other equipment necessary, as deemed necessary by the engineer. This work shall be incidental to the project.

2.1. Governing Specifications

The 2025 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction” shall govern.

2.2. Labor Provisions

The State of Minnesota Department of Transportation “State Funded Contracts Special Provisions Division A”, shall apply on this Contract except as stated otherwise in the Special Provisions.

2.3. Attachments

- Attachment A: Location Map
- Attachment B: Plan Sheets
- Attachment C: Division S
- Attachment D: Responsible Contractor Form
- Attachment E: Quote Submittal Form
- Attachment F: State Funded Contracts Special Provisions Division A
- Attachment G: State Wage Rates

3. Quote Content

The following will be considered minimum contents of the quote and must be submitted:

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3.1. Cover Letter

Introduce the Contractor submitting the quote and state the Contractor's understanding of the services. Include name, address, telephone number, and email address of the contact person(s), as well as the names of any others participating in the quote.

3.2. Responsible Contractor Form

Complete the attached Responsible Contractor Form (Attachment D, D1, and D2)

3.3. Cost

Complete the attached quote submittal form (Attachment E) that is signed by an officer of the Company who can be accountable for all representatives.

3.4. Appendix A – County's Standard Terms and Conditions

Submit a signed Appendix A as the Contractor to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

3.5. Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with the County or any other party or entity that may be affected by the terms of this RFQ and responsive quotes. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Unless waived by the County, a conflict or potential conflict may, in the County's discretion, require withdrawal or rejection of the Contractor's quote.

4. Quote Submittal

All quotes must include Quote Content set forth in Section 3 and be sent electronically to the County Authorized Representative: Andrew Giesen, Washington County Public Works Project Manager, andrew.giesen@washingtontcountymn.gov by 3:00pm on **March 13, 2026**. Late submittals will not be considered.

All quotes, once submitted, become the property of the County. They will not be returned to the Contractor. Submission of a quote indicates acceptance by the Contractor of the conditions contained in this RFQ unless clearly and specifically noted in the quote submitted and confirmed in the contract between the County and the selected Contractor.

5. Quote Evaluation and Selection

The County will evaluate the information the Contractor provides and determine which quotes comply with all mandatory submission requirements. Non-compliant quotes will, subject to the express and implied rights of the County, be disqualified and not evaluated further.

5.1. Evaluation Committee

The evaluation committee consists of representatives of Washington County.

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5.2. Evaluation Criteria

The evaluation criteria includes a pass/fail review to determine if the Contractor is compliant with all requirements of the RFQ. Passing quotes will then be evaluated on cost.

5.3. Final Selection

The lowest responsive and responsible Contractor will be selected. It is anticipated but not guaranteed that the selection of a Contractor will be completed by **March 17, 2026**. Following notification of the selected Contractor, it is expected a contract will be executed between both parties by **March 27, 2026**.

5.4. Conditions of this RFQ

- This RFQ process does not obligate the County to award a contract or complete the services.
- The County reserves the right to waive any minor irregularities.
- The County reserves the right to reject any or all quotes.
- The County reserves the right to request additional information or clarifications from Contractors.
- The County reserves the right to interview any, all, or none of the Contractors.
- The County reserves the right to enter into a contract with more than one Contractor.
- If the RFQ process concludes by withdrawal, cancellation or rejection of all quotes, the County reserves the right to issue another RFQ for this service.
- The County shall not be liable for any expenses incurred by the Contractor including but not limited to expenses associated with the preparation and submission of the quote.
- Quotes submitted become a matter of public record. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor because of this RFQ is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

6. Questions

To notify the County of any inconsistency or ambiguity in this RFQ and for all questions pertaining to this RFQ, all questions and notifications must be sent via e-mail by 3:00pm on **March 4, 2026** to the County Authorized Representative: Andrew Giesen, Washington County Public Works Project Manager, andrew.giesen@washingtoncountymn.gov.

Only written questions and notifications will receive responses. Washington County reserves the right to disregard questions received after the above deadline. If necessary, an addendum will be issued through the same communication medium as this RFQ was originally distributed.

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Appendix A – County’s Standard Terms and Conditions

A contract will be prepared by Washington County upon selection of Contractor. The following provisions must be included in any contract and are non-negotiable.

I. Cost And Payment

The Contractor will provide to the County clear documentation of work completed, dates of work, and location of work. Contractor invoice(s) will reflect charges in accordance with the Cost Quote provided. Contractor invoice(s) will be paid within 30 days of receipt of the invoices providing proper documentation is presented. Payments made under this Contract shall be in the form of Automated Clearing House (ACH), check, or Virtual Credit Card (VCC). The County may withhold payment for failure to provide service to comply with any of the provisions of this agreement; no interest penalty shall accrue against the County.

Charges such as, but not limited to, mileage reimbursement, fuel, trip or parking charges, consumable incidental materials, etc. shall be included in the Contractor’s overhead and included on the Cost Quote provided. These charges will not be reimbursed if labeled as “miscellaneous charges.”

II. Nondiscrimination

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59 and not discriminate on the basis of race, creed, color, or national origin. The Contractor’s failure to comply with this requirement may result in cancellation or termination of the Contract, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

III. Compliance with Law

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the Contract and will be cause for cancellation of this Contract.

IV. Possession of Firearms on County Premises

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

V. Subcontracting and Assignment

The Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract; nor novate or assign any interest in the Contract, without the prior written approval of the County. Any assignment or novation may be made subject to such conditions and provisions as the County may impose. If the Contractor subcontracts the obligations under this Contract, the Contractor shall be responsible for the performance of all obligations by the subcontractors.

VI. Subcontractor Prompt Payment

Pursuant to Minnesota Statute §471.425 subd. 4a., Contractor shall pay any subcontractors within 10 days of the Contractor’s receipt of payment from the County for undisputed services provided by the subcontractor.

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The Contractor shall pay interest of 1½ 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 Contractor shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this Contract to enforce this provision.

VII. Data Practices

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor, because of this Contract shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Contractor.

VIII. Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention

Contractor's books, records, documents, and accounting procedures and practices, and other evidence relevant to this audit clause are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. The Contractor agrees to maintain books, records, documents, accounting procedures and practices, and other evidence relevant to this audit clause for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

IX. Indemnification

The Contractor agrees it will defend, indemnify, and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor in the performance of this Contract.

X. Insurance Requirements

The Contractor agrees that it will at all times during the term of this Contract, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- B. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
- C. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Contractor will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with the County throughout the term of the Contract. As a condition subsequent to this Contract, Contractor shall ensure that the certificate of insurance provided to the County will at all times be current.

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The parties agree that failure by the Contractor to maintain a current certificate of insurance with the County shall be a substantial breach of the Contract and payments on the Contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

XI. Independent Contractor

Nothing within the Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this Contract.

The Contractor will secure, at its own expense, all personnel required in performing services under the Contract. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Contract shall have no Contractual relationship with the County and shall not be considered employees of the County.

XII. Termination by County for Convenience

The County may terminate the Contract at any time and for any reason by providing the Contractor written notice of such termination. Upon such termination the Contractor shall be entitled to compensation for work activities in accordance with the Contract which were incurred prior to termination.

XIII. Termination by County for Cause

The County may immediately terminate the Contract if the County determines that the Contractor has failed to comply with any of the provisions of the Contract, for breach or default. Termination will be in writing setting forth the manner in which the Contractor is in default.

The County in its sole discretion may, allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

XIV. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to Contract with the County. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Contractor certifies that it and its principals* and employees:

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- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or Contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
 - b. violating any federal or state antitrust statutes, or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and
- D. Shall immediately give written notice to the Contract manager should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XV. Conflict of Interest

Contractor affirms that, to the best of its knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Unless waived by the County, a conflict or potential conflict may, in the County's discretion, be cause for cancellation or termination of this Contract.

XVI. Condition Subsequent

The parties acknowledge that this Contract contemplates continued funding from the Minnesota Department of Transportation for the full term of this Contract. The parties agree; therefore, that funding is a condition subsequent of this Contract; and if said funding is not obtained or continued or is decreased by any amount, the County may reduce or terminate this Contract by giving the Contractor thirty (30) days' notice of termination.

If the Contract is terminated because of the occurrence of the aforementioned condition subsequent, the Contractor shall only be entitled to the actual cost of the service rendered up to the date of termination. In instances where funding is decreased, the parties may negotiate a decrease in the amount of services provided in this Contract. The parties agree that the County's decision not to terminate shall be sufficient consideration for any modification of the Contract.

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XVII. Safety

The Contractor must comply with all state and federal Occupational Safety and Health regulations and laws.

This includes but is not limited to employee right to know concerning all materials classified by Occupational Safety and Health Administration (OSHA) as hazardous. All chemical dispensers/applicators will be clearly marked showing contents. All Material Safety Data Sheets (MSDS) relating to all chemicals shall be displayed where chemicals are stored. Any chemicals used in County buildings or in the performance of County projects shall have an MSDS which will be given to the County before any work begins. Any spillage of chemicals shall be reported immediately to the County and appropriate reporting agencies (i.e., MPCA). Report any problems, breakage, fires, etc., immediately to the County.

Contractor shall remove all supplies, chemicals, etc., from County premises that were used to perform services and dispose of them properly. There will be no disposing of supplies and chemicals on County property. There will be no loaning of County tools and/or equipment to Contractors from County staff.

Drinking of alcoholic beverages, using of controlled substances (drugs) or being under the influence of drugs or alcohol is expressly prohibited. Refrain from smoking of any substance in or about County buildings.

XVIII. Security & Privacy

The Contractor is responsible to close, secure, and lock all doors in County facilities when services are performed after normal County hours or when no County personnel are present. While Contractors are working in County buildings, Contractor must sign in/out on a daily basis in addition to wearing a badge. Contractor should produce sufficient identification.

The Contractor agrees to take any precautions necessary to maintain security of County buildings and privacy of data found throughout County buildings or on County premises. All questions concerning security issues will be reported to the County immediately upon discovery.

XIX. Jurisdiction & Venue

This Contract, amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this Contract shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XX. Modifications

Any material alteration, modification, variations, or additional tasks to this Contract shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, variations, or additional tasks deemed not to be material by Contract of the County and the Contractor shall not require written approval.

XXI. Merger

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Contract are incorporated or attached and deemed to be part of this Contract. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Contract and any other document(s) incorporated by reference to this Contract, the terms and conditions of this Contract shall prevail.

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XXII. Counterparts

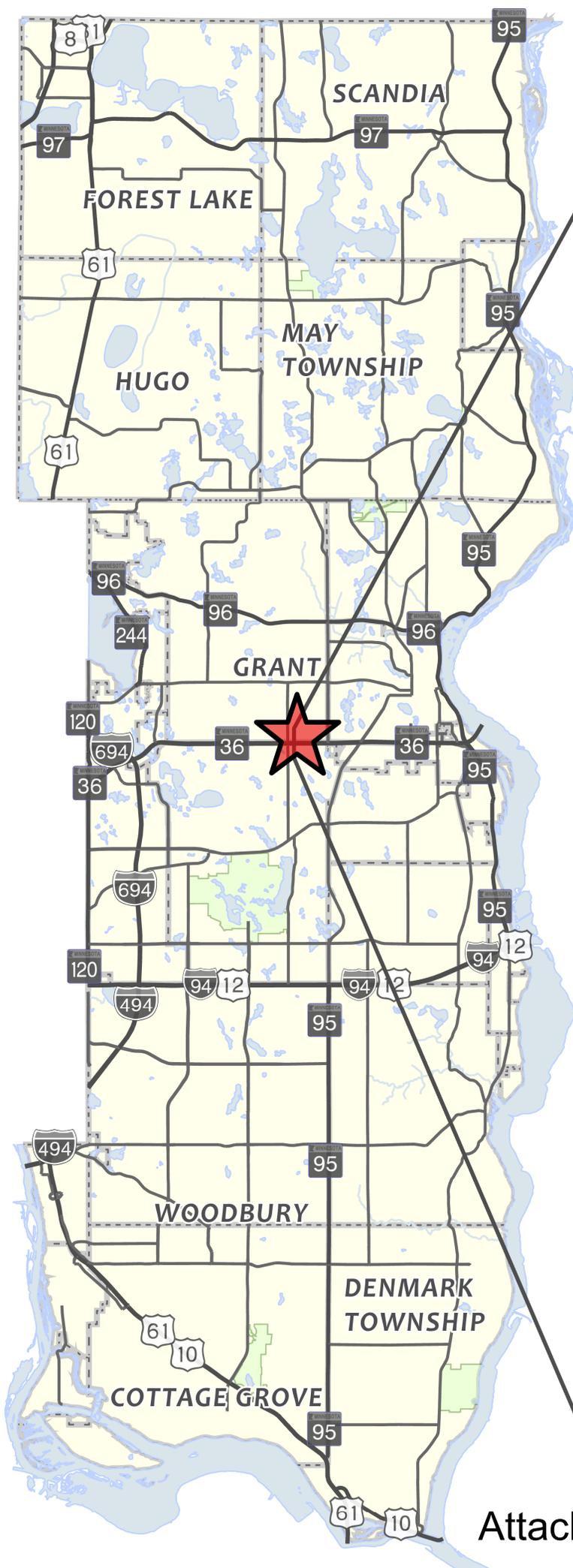
This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Contractor Acknowledgment

Signature: _____ **Date:** _____

Name: _____ **(Please print or type)**

TRUNK HIGHWAY 36 & LAKE ELMO AVE (CSAH 17) INTERSECTION STUDY



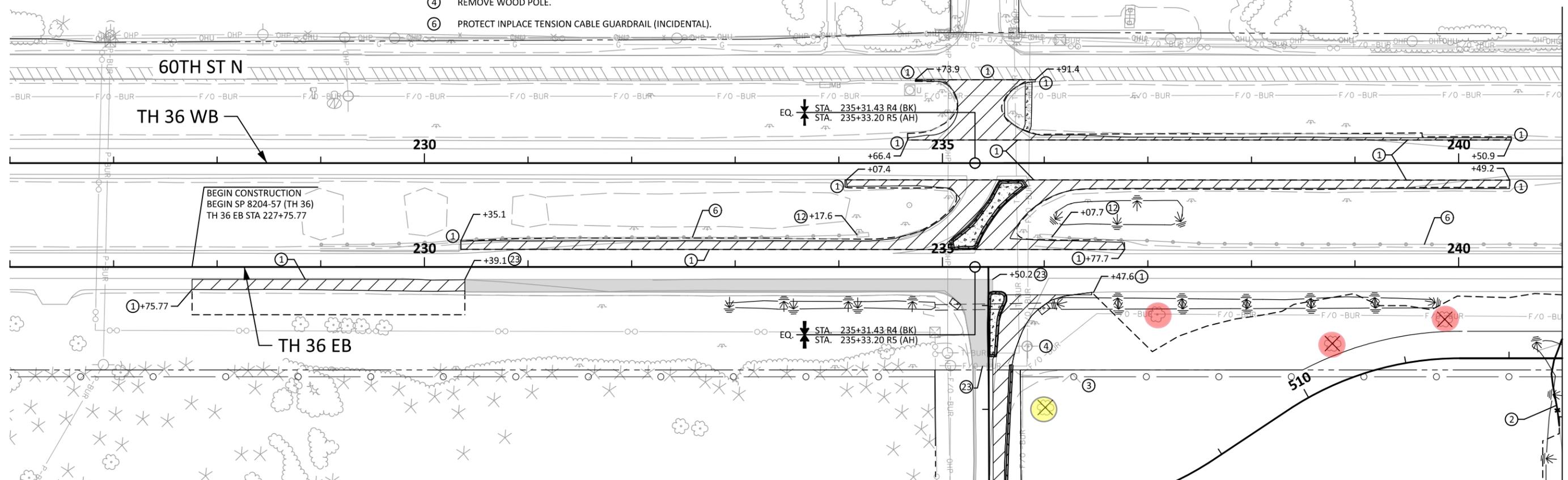
Attachment B

GENERAL NOTES

- A. STATION CALLOUTS REFERENCE THE ADJACENT ALIGNMENT UNLESS NOTED OTHERWISE.
- B. CONTRACTOR NOT ALLOWED TO IMPACT AREAS MARKED AS "AREA OF ENVIRONMENTAL SENSITIVITY" OUTSIDE CONSTRUCTION LIMITS SHOWN.
- C. SEE INPLACE DRAINAGE & REMOVAL PLANS FOR DRAINAGE REMOVALS.

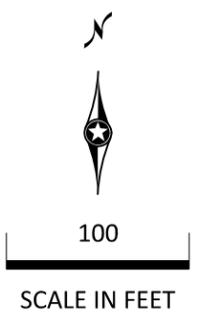
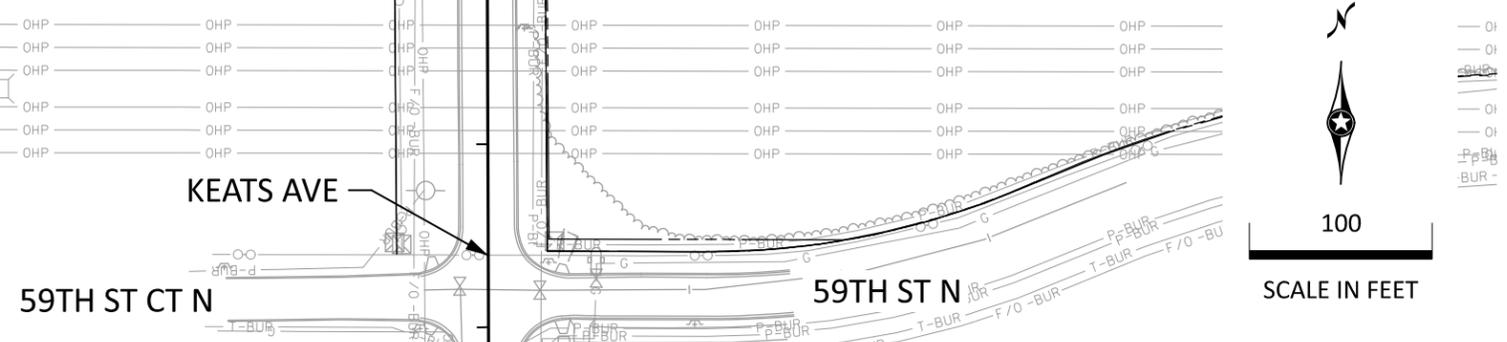
SPECIFIC NOTES

- ① SAWING BITUMINOUS PAVEMENT (FULL DEPTH).
- ② REMOVE FENCE.
- ③ SIGN TO BE REMOVED BY OTHERS.
- ④ REMOVE WOOD POLE.
- ⑥ PROTECT INPLACE TENSION CABLE GUARDRAIL (INCIDENTAL).
- ⑫ REMOVE ANCHORAGE ASSEMBLY-TENSION CABLE.
- ⑬ MILL BITUMINOUS SURFACE (2.0") ALONG EXISTING RTL.



Legend:
Trees Marked in Red - Must be Removed Between April 15 and April 30
Trees Marked in Yellow - Must be Removed Between May 11 and May 29

LEGEND	
	CONSTRUCTION LIMITS
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	ACCESS CONTROL
	TEMPORARY EASEMENT
	PERMANENT EASEMENT
	AREA OF ENVIRONMENTAL SENSITIVITY
	MUNICIPAL BOUNDARY
	REMOVE CURB AND GUTTER
	REMOVE BITUMINOUS PAVEMENT
	REMOVE BITUMINOUS SHOULDER PAVEMENT
	REMOVE BITUMINOUS DRIVEWAY PAVEMENT
	REMOVE CONCRETE WALK
	CLEARING & GRUBBING (ACRE)
	GRUBBING (ACRE)
	CLEARING & GRUBBING (TREE)
	GRUBBING (TREE)



9:58:19 AM 1/22/2026 11:21:14:58 FINAL DESIGN PLAN Sheets: 533 of 533 180rem.dgn

NO	DATE	DWN	CKD	REVISIONS



I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: MACKENSIE SCHUSTER
 SIGNATURE: *Mackenzie Schuster*
 DATE: 1/21/2026 LICENSE #: 62827

INPLACE TOPO AND REMOVAL PLANS
 BEGIN CONSTRUCTION TO TH 36 EB STA 241+00

SP 8204-57 (TH 36) / SP 082-617-014 / SP 206-020-005
 SHEET NO. 123 OF 533 SHEETS

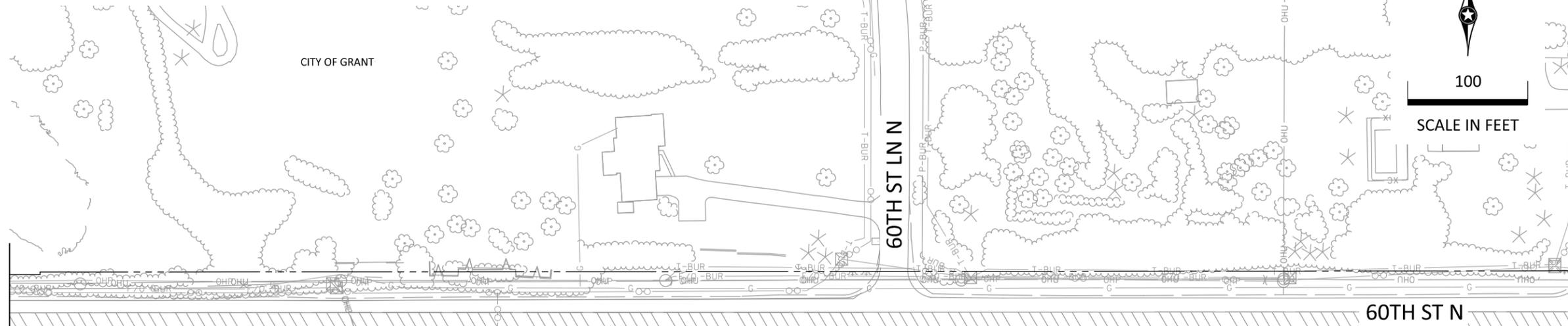
MATCHLINE TH 36 EB STA 241+00

GENERAL NOTES

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- C. SEE INPLACE DRAINAGE & REMOVAL PLANS FOR DRAINAGE REMOVALS.

SPECIFIC NOTES

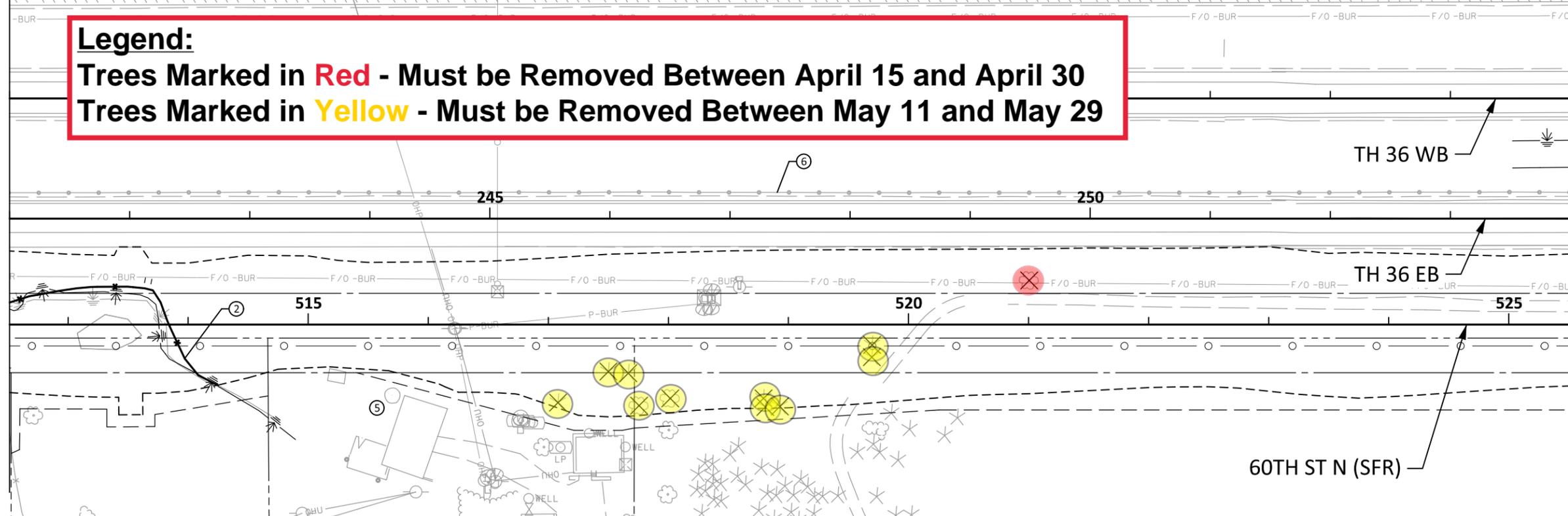
- ② REMOVE FENCE.
- ⑤ PROTECT INPLACE SILO AND BARN (INCIDENTAL).
- ⑥ PROTECT INPLACE TENSION CABLE GUARDRAIL (INCIDENTAL).



Legend:
 Trees Marked in **Red** - Must be Removed Between April 15 and April 30
 Trees Marked in **Yellow** - Must be Removed Between May 11 and May 29

MATCHLINE TH 36 EB STA 241+00

MATCHLINE TH 36 EB STA 254+00



LEGEND

	CONSTRUCTION LIMITS		REMOVE CURB AND GUTTER
	EXISTING RIGHT-OF-WAY		REMOVE BITUMINOUS PAVEMENT
	PROPOSED RIGHT-OF-WAY		REMOVE BITUMINOUS SHOULDER PAVEMENT
	ACCESS CONTROL		REMOVE BITUMINOUS DRIVEWAY PAVEMENT
	TEMPORARY EASEMENT		REMOVE CONCRETE WALK
	PERMANENT EASEMENT		CLEARING & GRUBBING (ACRE)
	AREA OF ENVIRONMENTAL SENSITIVITY		GRUBBING (ACRE)
	MUNICIPAL BOUNDARY		CLEARING & GRUBBING (TREE)
			GRUBBING (TREE)

10:29:33 AM 12/12/2025 12:10:145\FINAL\DESIGN\Plan_Sheets\cd820457_180rem.dgn

NO	DATE	DWN	CKD	REVISIONS



I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: MACKENSIE SCHUSTER
 SIGNATURE: *M. Schuster*
 DATE: 12/12/2025 LICENSE #: 62827

INPLACE TOPO AND REMOVAL PLANS
 TH 36 EB STA 241+00 TO STA 254+00

SP 8204-57 (TH 36) / SP 082-617-014 / SP 206-020-005
 SHEET NO. 124 OF 533 SHEETS

GENERAL NOTES

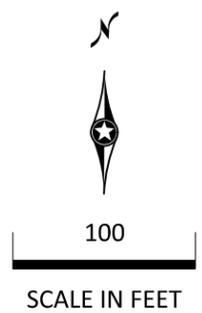
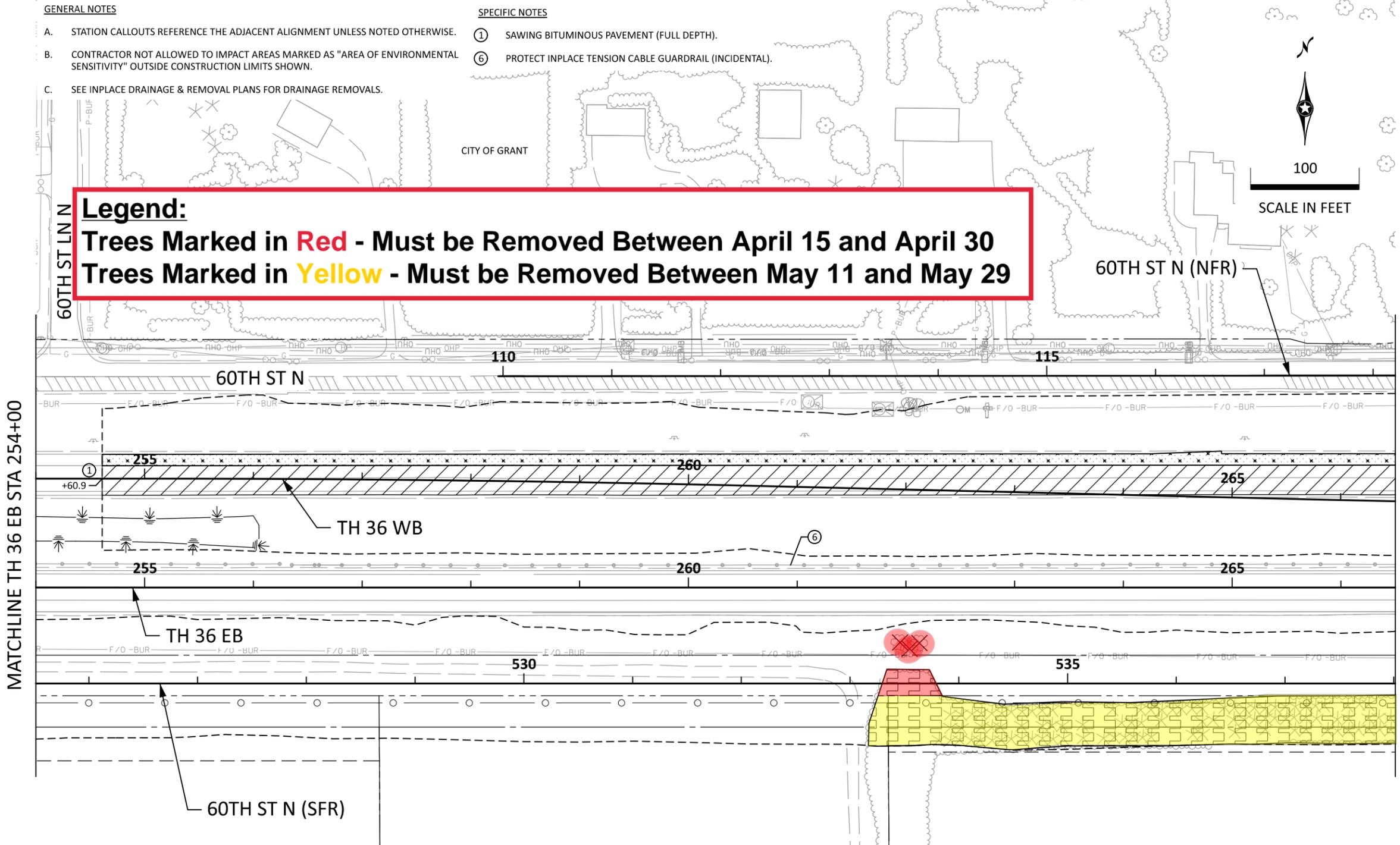
- A. STATION CALLOUTS REFERENCE THE ADJACENT ALIGNMENT UNLESS NOTED OTHERWISE.
- B. CONTRACTOR NOT ALLOWED TO IMPACT AREAS MARKED AS "AREA OF ENVIRONMENTAL SENSITIVITY" OUTSIDE CONSTRUCTION LIMITS SHOWN.
- C. SEE INPLACE DRAINAGE & REMOVAL PLANS FOR DRAINAGE REMOVALS.

SPECIFIC NOTES

- ① SAWING BITUMINOUS PAVEMENT (FULL DEPTH).
- ⑥ PROTECT INPLACE TENSION CABLE GUARDRAIL (INCIDENTAL).

Legend:

Trees Marked in Red - Must be Removed Between April 15 and April 30
Trees Marked in Yellow - Must be Removed Between May 11 and May 29



LEGEND	
--- (dashed line)	CONSTRUCTION LIMITS
--- (solid line)	EXISTING RIGHT-OF-WAY
--- (dashed line)	PROPOSED RIGHT-OF-WAY
○ (circle)	ACCESS CONTROL
--- (dashed line)	TEMPORARY EASEMENT
--- (solid line)	PERMANENT EASEMENT
⊕ (circle with cross)	AREA OF ENVIRONMENTAL SENSITIVITY
/// (hatched)	MUNICIPAL BOUNDARY
--- (hatched)	REMOVE CURB AND GUTTER
--- (hatched)	REMOVE BITUMINOUS PAVEMENT
--- (hatched)	REMOVE BITUMINOUS SHOULDER PAVEMENT
--- (hatched)	REMOVE BITUMINOUS DRIVEWAY PAVEMENT
--- (hatched)	REMOVE CONCRETE WALK
--- (hatched)	CLEARING & GRUBBING (ACRE)
--- (hatched)	GRUBBING (ACRE)
⊗ (circle with X)	CLEARING & GRUBBING (TREE)
⊗ (circle with X)	GRUBBING (TREE)

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NO	DATE	DWN	CKD	REVISIONS



I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: MACKENSIE SCHUSTER
 SIGNATURE: *Mackenzie Schuster*
 DATE: 12/12/2025 LICENSE #: 62827

INPLACE TOPO AND REMOVAL PLANS
 TH 36 EB STA 254+00 TO STA 266+50

SP 8204-57 (TH 36) / SP 082-617-014 / SP 206-020-005
 SHEET NO. 125 OF 533 SHEETS

Attachment B

GENERAL NOTES

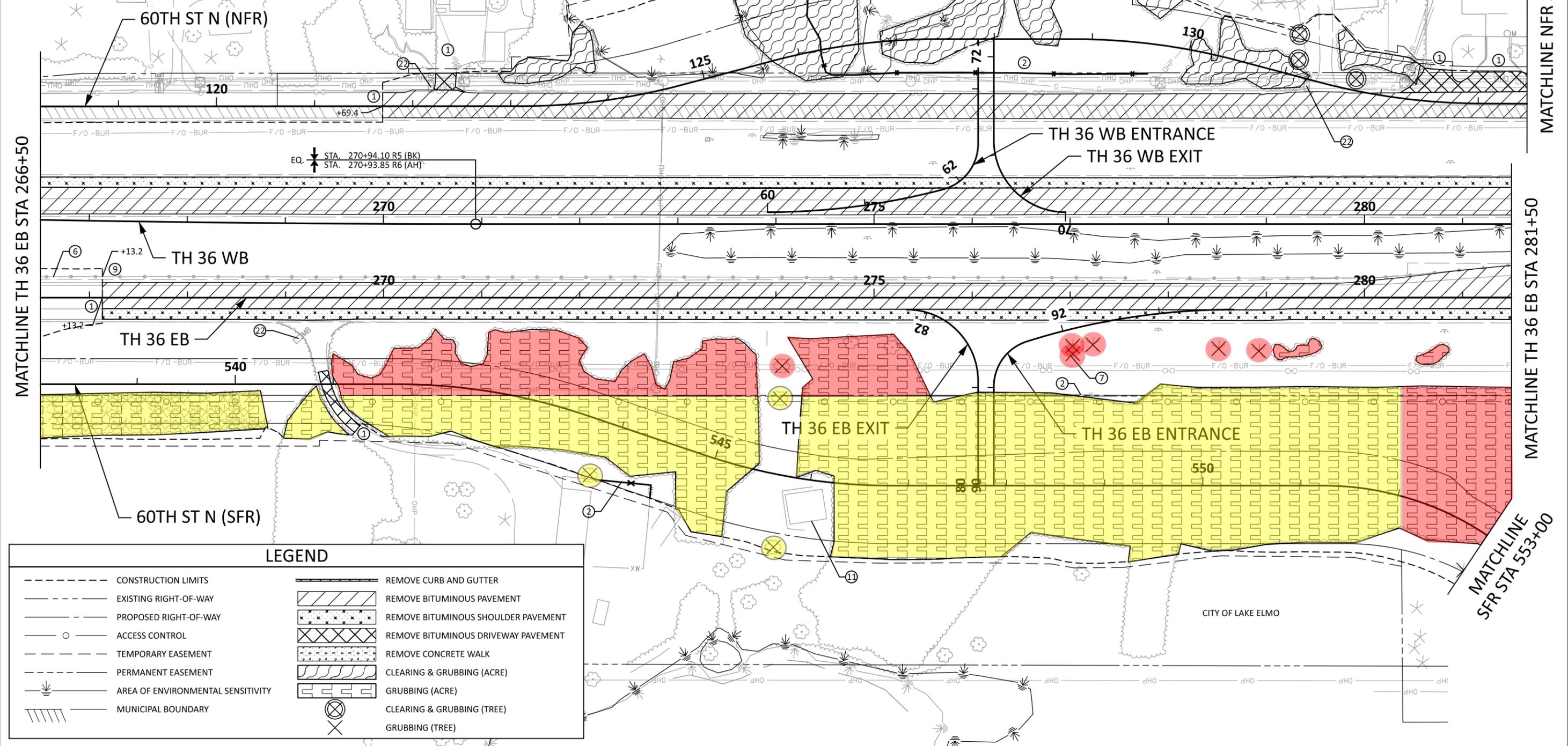
- A. STATION CALLOUTS REFERENCE THE ADJACENT ALIGNMENT UNLESS NOTED OTHERWISE.
- B. CONTRACTOR NOT ALLOWED TO IMPACT AREAS MARKED AS "AREA OF ENVIRONMENTAL SENSITIVITY" OUTSIDE CONSTRUCTION LIMITS SHOWN.
- C. SEE INPLACE DRAINAGE & REMOVAL PLANS FOR DRAINAGE REMOVALS.

SPECIFIC NOTES

- ① SAWING BITUMINOUS PAVEMENT (FULL DEPTH).
- ② REMOVE FENCE.
- ⑥ PROTECT INPLACE TENSION CABLE GUARDRAIL (INCIDENTAL).
- ⑦ REMOVE CROSS.
- ⑨ REMOVE TENSION CABLE GUARDRAIL.
- ⑪ CHICKEN COOP AND FENCE TO BE REMOVED BY OTHERS.
- ⑫ RELOCATE MAIL BOX SUPPORT.

Legend:

Trees Marked in Red - Must be Removed Between April 15 and April 30
Trees Marked in Yellow - Must be Removed Between May 11 and May 29



LEGEND

	CONSTRUCTION LIMITS		REMOVE CURB AND GUTTER
	EXISTING RIGHT-OF-WAY		REMOVE BITUMINOUS PAVEMENT
	PROPOSED RIGHT-OF-WAY		REMOVE BITUMINOUS SHOULDER PAVEMENT
	ACCESS CONTROL		REMOVE BITUMINOUS DRIVEWAY PAVEMENT
	TEMPORARY EASEMENT		REMOVE CONCRETE WALK
	PERMANENT EASEMENT		CLEARING & GRUBBING (ACRE)
	AREA OF ENVIRONMENTAL SENSITIVITY		GRUBBING (ACRE)
	MUNICIPAL BOUNDARY		CLEARING & GRUBBING (TREE)
			GRUBBING (TREE)

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NO	DATE	DWN	CKD	REVISIONS



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PRINT NAME: MACKENSIE SCHUSTER
 SIGNATURE: *M. Schuster*
 DATE: 12/12/2025 LICENSE #: 62827

INPLACE TOPO AND REMOVAL PLANS
 TH 36 EB STA 266+50 TO STA 281+50

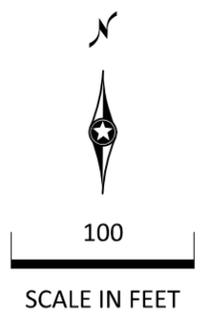
SP 8204-57 (TH 36) / SP 082-617-014 / SP 206-020-005
 SHEET NO. 126 OF 533 SHEETS

MATCHLINE NFR STA 133+50

MATCHLINE TH 36 EB STA 281+50

MATCHLINE SFR STA 553+00

MATCHLINE CSAH 17 STA 34+50



SPECIFIC NOTES

- ① SAWING BITUMINOUS PAVEMENT (FULL DEPTH).
- ② REMOVE FENCE.
- ⑨ REMOVE TENSION CABLE GUARDRAIL.
- ⑩ REMOVE MAIL BOX SUPPORT. PAID FOR AS MAIL BOX SUPPORT.
- ⑫ REMOVE ANCHORAGE ASSEMBLY-TENSION CABLE.
- ⑬ REMOVE BUSINESS SIGN. PAID FOR AS REMOVE SIGN TYPE SPECIAL.

- ⑭ REMOVE BUSINESS LIGHT POLE. PAID FOR AS REMOVE LIGHT POLE.
- ⑯ REMOVE SEPTIC SYSTEM PAID FOR AS REMOVED SEPTIC TANK.
- ⑰ REMOVE PLAYGROUND BY OTHERS.
- ⑱ REMOVE VOLLEYBALL COURT. PAID FOR AS REMOVE POST.
- ⑲ MISCELLANEOUS REMOVALS ON COUNTRY SUN FARMS PROPERTY BY OTHERS UNLESS SPECIFICALLY NOTED.

MATCHLINE NFR STA 133+50

MATCHLINE TH 36 EB STA 281+50

MATCHLINE TH 36 EB STA 295+50

MATCHLINE SFR STA 568+50

Legend:
 Trees Marked in **Red** - Must be Removed Between April 15 and April 30
 Trees Marked in **Yellow** - Must be Removed Between May 11 and May 29

MATCHLINE SFR STA 553+00

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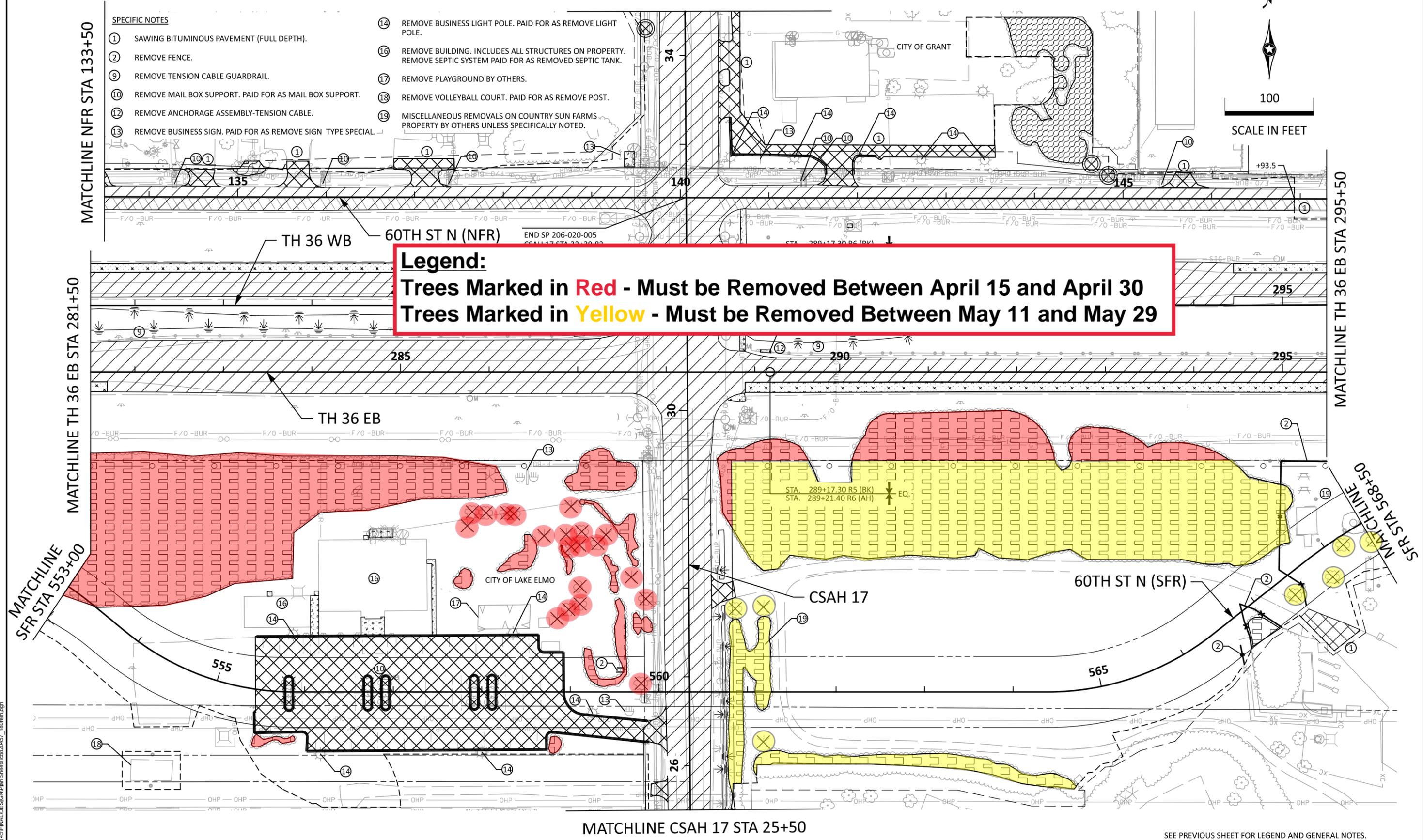
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INPLACE TOPO AND REMOVAL PLANS
 TH 36 EB STA 281+50 TO STA 295+50

SP 8204-57 (TH 36) / SP 082-617-014 / SP 206-020-005
 SHEET NO. 127 OF 533 SHEETS

SEE PREVIOUS SHEET FOR LEGEND AND GENERAL NOTES.

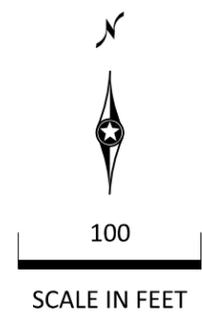


GENERAL NOTES

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- C. SEE INPLACE DRAINAGE & REMOVAL PLANS FOR DRAINAGE REMOVALS.

SPECIFIC NOTES

- ① SAWING BITUMINOUS PAVEMENT (FULL DEPTH).
- ② REMOVE FENCE.
- ⑨ REMOVE TENSION CABLE GUARDRAIL.
- ⑭ REMOVE BUSSINESS LIGHT POLE. PAID FOR AS REMOVE LIGHT POLE.
- ⑮ REMOVE BUSINESS SIGN BY OTHERS.
- ⑰ MISCELLANEOUS REMOVALS ON COUNTRY SUN FARMS PROPERTY BY OTHERS UNLESS SPECIFICALLY NOTED.
- ⑳ SALVAGE LANDSCAPE ROCK (PAID FOR AS SALVAGE LANDSCAPE ROCK). STOCKPILE FOR PROPERTY OWNER AS APPROVED BY ENGINEER (INCIDENTAL).
- ㉒ RELOCATE MAIL BOX SUPPORT.



MATCHLINE TH 36 EB STA 295+50

MATCHLINE SFR STA 568+50

Legend:
Trees Marked in Red - Must be Removed Between April 15 and April 30
Trees Marked in Yellow - Must be Removed Between May 11 and May 29

LEGEND

	CONSTRUCTION LIMITS		REMOVE CURB AND GUTTER
	EXISTING RIGHT-OF-WAY		REMOVE BITUMINOUS PAVEMENT
	PROPOSED RIGHT-OF-WAY		REMOVE BITUMINOUS SHOULDER PAVEMENT
	ACCESS CONTROL		REMOVE BITUMINOUS DRIVEWAY PAVEMENT
	TEMPORARY EASEMENT		REMOVE CONCRETE WALK
	PERMANENT EASEMENT		CLEARING & GRUBBING (ACRE)
	AREA OF ENVIRONMENTAL SENSITIVITY		GRUBBING (ACRE)
	MUNICIPAL BOUNDARY		CLEARING & GRUBBING (TREE)
			GRUBBING (TREE)

NO	DATE	DWN	CKD	REVISIONS



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PRINT NAME: MACKENSIE SCHUSTER
 SIGNATURE: *Mackenzie Schuster*
 DATE: 1/21/2026 LICENSE #: 62827

INPLACE TOPO AND REMOVAL PLANS
 TH 36 EB STA 295+50 TO END CONSTRUCTION

SP 8204-57 (TH 36) / SP 082-617-014 / SP 206-020-005
 SHEET NO. 128 OF 533 SHEETS

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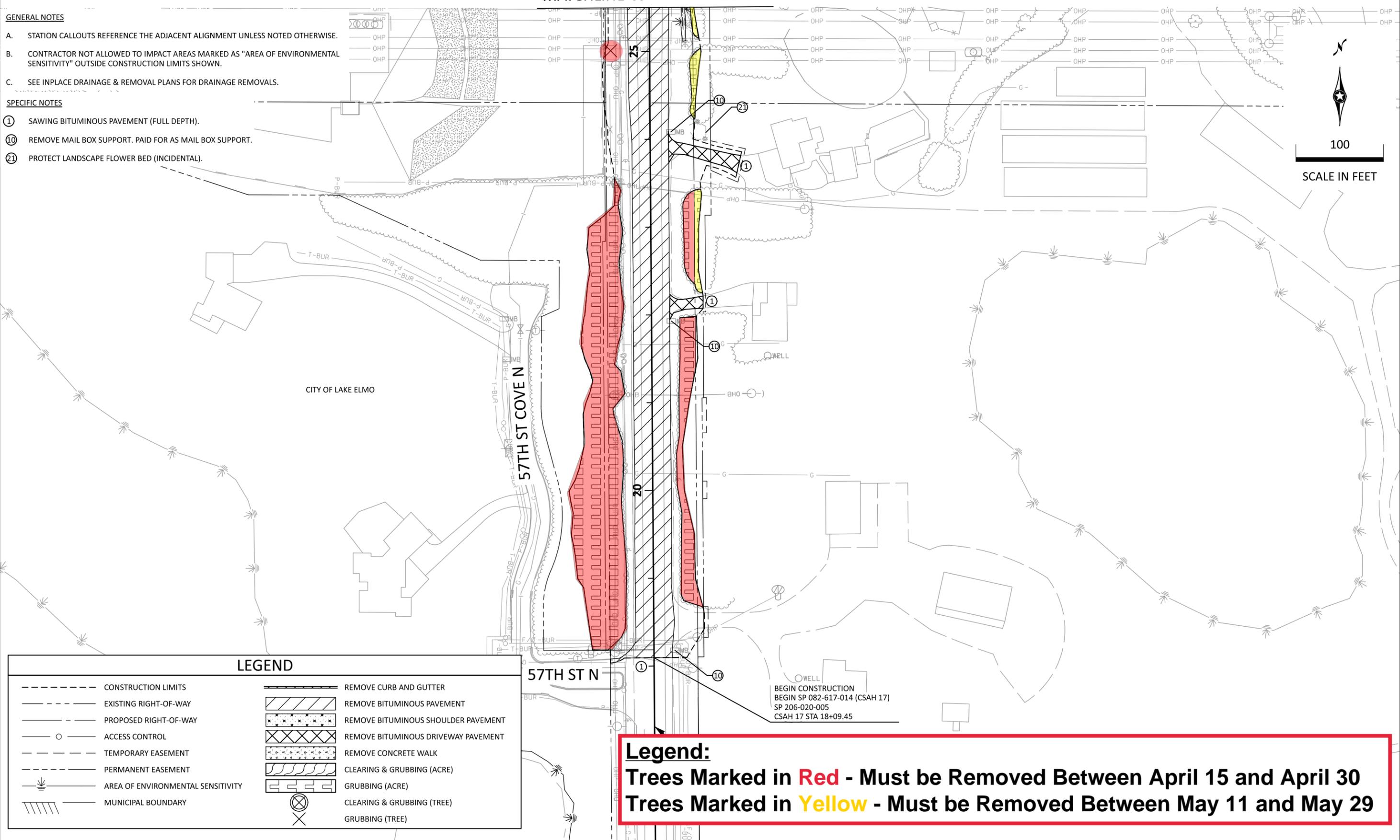
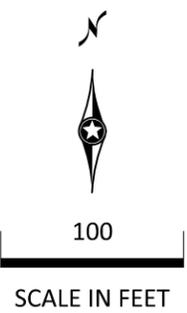
MATCHLINE CSAH 17 STA 25+50

GENERAL NOTES

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- C. SEE INPLACE DRAINAGE & REMOVAL PLANS FOR DRAINAGE REMOVALS.

SPECIFIC NOTES

- ① SAWING BITUMINOUS PAVEMENT (FULL DEPTH).
- ⑩ REMOVE MAIL BOX SUPPORT. PAID FOR AS MAIL BOX SUPPORT.
- ⑪ PROTECT LANDSCAPE FLOWER BED (INCIDENTAL).



LEGEND

	CONSTRUCTION LIMITS		REMOVE CURB AND GUTTER
	EXISTING RIGHT-OF-WAY		REMOVE BITUMINOUS PAVEMENT
	PROPOSED RIGHT-OF-WAY		REMOVE BITUMINOUS SHOULDER PAVEMENT
	ACCESS CONTROL		REMOVE BITUMINOUS DRIVEWAY PAVEMENT
	TEMPORARY EASEMENT		REMOVE CONCRETE WALK
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	AREA OF ENVIRONMENTAL SENSITIVITY		GRUBBING (ACRE)
	MUNICIPAL BOUNDARY		CLEARING & GRUBBING (TREE)
			GRUBBING (TREE)

Legend:
Trees Marked in Red - Must be Removed Between April 15 and April 30
Trees Marked in Yellow - Must be Removed Between May 11 and May 29

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NO	DATE	DWN	CKD	REVISIONS



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PRINT NAME: MACKENSIE SCHUSTER
 SIGNATURE: *Mackenzie Schuster*
 DATE: 1/21/2026 LICENSE #: 62827

INPLACE TOPO AND REMOVAL PLANS
 BEGIN CONSTRUCTION TO CSAH 17 STA 25+50

SP 8204-57 (TH 36) / SP 082-617-014 / SP 206-020-005
 SHEET NO. 129 OF 533 SHEETS

ATTACHMENT C

SPECIAL PROVISIONS - SP2025 BOOK

Created September 24, 2025

Last Revision by CO Special Provisions: June 27, 2025

Page i

CSAH 17 & TH 36 Tree Clearing RFQ

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S-1 PROTECTION OF FISH AND WILDLIFE RESOURCES

INITIAL 03/28/25

SP2025-5

S-1.1 Compliance with Environmental Documentation

A BALD EAGLE PROTECTION

Bald Eagles are protected by the Bald and Golden Eagle Protection Act. No Bald Eagle nests are known within the project limits. However, if a Bald Eagle nest is discovered during Project activities, Contractor must stop Work and immediately report Bald Eagle nests to the Department's wildlife ecologist at protectedspecies.dot@state.mn.us. Contractor must not Work within 300 feet of a Bald Eagle nest at any time. This includes foot traffic, vehicle parking, and/or equipment or material staging.

Contractor must not work within 300 ft of a Bald Eagle nest at any time. This includes foot traffic, vehicle parking, and/or equipment or material staging.

Contractor must immediately report all Bald Eagle nests to the Department's wildlife ecologist at protectedspecies.dot@state.mn.us.

S-2 SUBMISSION OF PAYROLLS AND STATEMENTS

These provisions govern: (1) how the Contractor and all subcontractors must submit all certified payroll reports; (2) how the Contractor must submit subcontractor data; and (3) how the Contractor and subcontractors will demonstrate compliance with payment requirements.

S-2.1 SUBMISSION REQUIREMENTS

Electronic copies of all Certified Payroll documentation, certified payroll reports (CPRs), EEO forms, Apprenticeship Certificates, and Month End Trucking Reports must be sent via email to pw-laborcompliance@washingtoncountymn.gov

All submitted documentation must include the project number and project title.

The Department will not provide additional compensation to ensure compliance with these provisions.

S-2.2 REQUEST TO SUBLET FORMS

The Contractor must submit *Request to Sublet* data via email and in accordance with MnDOT 1801.

Contractors are responsible for checking the status of all subcontractors, Multiple Trucking Operators (MTO), and Independent Trucking Operators (ITO) for possible suspension or disbarment before submitting Request to Sublet forms.

The Contractor is responsible to ensure that each subcontractor, MTO, and ITO is listed in the MnDOT vendor system, which is located at <https://transport.dot.state.mn.us/reference/refvendor.aspx>.

If a company is not listed or if any company information is incorrect, the Contractor must ensure that the Subcontractor or supplier complete and submit a Contractor Vendor Form to lcusupport.dot@state.mn.us. The form is available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=12577099.

If an MTO or ITO is not in MnDOT's vendor system the Contractor is responsible to have them complete and submit the Trucking Entity Vendor form to lcusupport.dot@state.mn.us. The form is located at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=12577103.

The Contractor shall use the *Request to Sublet* form, available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=38803988.

MTOs shall use the *MTO Request to Sublet* form, available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=38802885.

These requirements apply to all DBE and non-DBE Subcontractors and suppliers. The Bidder/Quoter List is due on the Submission Due Date specified in the DBE Special Provisions. The Contractor must submit the name of the company's authorized signatory. If you need additional assistance, please contact the Department's Office of Civil Rights.

S-2.3 CERTIFIED PAYROLL & SUBCONTRACTOR DATA SUBMISSION

When identifying an employee on any payroll document, provide no more than the last four digits of that employee's social security number. Documentation submitted with full social security numbers will be considered not received by the Department and will be destroyed in accordance with the Minnesota Government Data Practices Act.

Certified payroll reports must only provide hours worked only on this project.

The Engineer may at any time require, upon written demand, paper certified payroll reports from any contractor(s) working on the Project.

S-3 (1103) DEFINITIONS

INITIAL 03/28/25

SP2025-12

S-3.1 Delete and replace the definition for "Engineer" in 1103, "Definitions," with the following:

Engineer

A Department engineer authorized as the Department's representative responsible for the engineering supervision of the Work and delegated with those duties and authorities defined in the Contract. The Contract may redefine the 'Engineer' as a specific Department engineer (i.e. Concrete Engineer, Bridge Engineer, Materials Engineer, Traffic Engineer, Roadway Engineer, etc.) with jurisdiction over the engineering details of specific construction items; however, the Engineer is the main point of contact for the Contractor and the Contractor must copy the Engineer on all correspondence between the Contractor and other Department representatives.

S-12.2 Add the following to MnDOT 1103:

Existing

Conditions of the site prior to the Contract, construction, and the Project.

Proposed

Conditions of the site during the Contract, construction, and the Project.

S-4 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWL OF PROPOSALS

S-4.1 Delete MNDOT 1210 and replace with the following:

If submitting a Proposal electronically, the Bidder may revise its Proposal an unlimited number of times and may withdraw its Proposal 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. Plan holders on QuestCDN will receive an email notification to download the Addendum from QuestCDN.

If the 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 Bidder's electronic Proposal.

S-5 (1211) CONDITIONAL PROPOSALS

S-5.1 Delete MNDOT 1211 and replace with the following:

Combination or Conditional Proposals are not allowed.

S-6 (1302) AWARD OF CONTRACT

INITIAL 03/28/25

SP2025-24

S-6.1 The first paragraph of MnDOT 1302 is deleted and replaced with the following:

Within **35** calendar days after opening Proposals, the Department will Award the Contract to the lowest responsible Bidder provided that the lowest responsible Bidder complies with the Proposal requirements. The Department may also decide not to make a Contract Award. The Department will notify the lowest responsible Bidder electronically, in writing, or by other means that the Department has accepted the Proposal subject to execution and approval of the Contract as required by law.

The Department and the lowest responsible Bidder may mutually agree to extend the time within which the Department makes the Award.

S-7 (1306) EXECUTION AND APPROVAL OF CONTRACT

INITIAL 03/28/25

SP2025-29

S-7.1 Delete and replace the first paragraph of 1306, "Execution and Approval of Contract," with the following:

The lowest responsible Bidder shall sign and return the Contract with the required Payment and Performance Bonds no later than three Business Days after Award.

S-8 (1401) INTENT OF CONTRACT (FORMAL PARTNERING)

INITIAL 03/28/25

SP2025-33

S-8.1 Delete 1401.1, PARTNERING from the specifications.

S-9 (1505) COOPERATION BY CONTRACTORS

INITIAL 03/28/25

SP2025-34

S-9.1 Add the following to 1505, "Cooperation by Contractors:"

The Contractor shall coordinate Work and cooperate with the holders of those current and future separate Contracts, as required by 1505, "Cooperation by Contractors."

Information on other Washington County capital improvement projects can be found at the following location: <https://www.co.washington.mn.us/474/Transportation-Projects>

S-9.2 The Contractor shall be responsible to educate themselves on other projects that may impact their work, including projects by other government agencies and private improvements. There will be no changes to the contract due to impacts from other projects, including maintenance or emergency work.

S-10 (1507) UTILITY PROPERTY AND SERVICE

INITIAL 03/28/25

SP2025-36

S-10.1 Delete and replace the second to the last paragraph of 1507.1, "Utility Property and Service, General," with the following:

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 38-22, entitled to "Standard Guideline for Investigating and Documenting Existing Utilities."

S-10.2 Add the following to 1507.2, "Notification:"

(3) The Contractor shall acquire a Positive Response confirmation from the Department for all proposed excavations when the Gopher State One Call has indicated that proposed excavations may affect the Department's utilities. The Contractor may call the Department's Electrical Services Section (ESS) Dispatch Locating to confirm the status of Department-owned Utility infrastructure. Contractor can contact the Department's Electrical Services Section (ESS) Dispatch Locating at (651) 366-5750 or (651) 366-5751. The Contractor shall be responsible for all damage to Department-owned Utility infrastructure if the Contractor did not acquire a Positive Response confirmation from the Department.

S-11 (1517) CLAIMS FOR COMPENSATION ADJUSTMENT

The provisions of MnDOT 1517 are hereby supplemented with the following:

S-11.1 Notice of Claim

At the time the Contractor gives written notice of the claim, the Contractor and the County shall immediately begin to keep and maintain complete and specific records to the extent possible. The records shall consist of, but are not limited to, cost and schedule records concerning the details of the perceived claim.

Unless otherwise agreed to in writing, the Contractor shall continue with and carry on the work and progress during the pendency of any claim, dispute, decision, or determination by the Engineer, and any arbitration proceedings.

S-11.2 Submission of Claims

The Contractor shall submit the claim to the Engineer no later than 60 calendar days after receiving written notice from the Engineer that direct damages (money or time due) resulting from the claim has occurred in the opinion of the Engineer. IF, in the opinion of the Contractor, the direct damages have not fully occurred, the Contractor shall provide written justification detailing why the direct damages have not fully occurred. This written justification shall be submitted to the Engineer no later than 30 calendar days from receiving the notice from the Engineer. If proper justification is not given as required within the 30 calendar day requirement or the claim is not submitted to the Engineer within 60 calendar days after receiving notice from the Engineer that the direct damages have occurred, the Contractor waives all claims for additional compensation in connection with the work already performed.

The contents of the claim shall be in accordance with MnDOT 1517.

The Engineer shall have access to the Contractor's records involved in the claim, and, when so requested, shall furnish the Engineer copies of claim documentation.

The Contractor shall promptly furnish any clarification and additional information or data requested in writing by the Engineer.

All claims shall be submitted through the Contractor. Submission of claims directly from subcontractors shall constitute a waiver of that portion of the claim.

S-11.3 Decision on Claims

The County intends to resolve claims at the lowest possible administrative level. Upon receipt of the claim, the Engineer will make a written decision in relation to any claim presented by the Contractor within the following time frames:

For an adjustment in compensation, or other contractual dispute between the parties where the amount in controversy is \$75,000 or less, 60 calendar days from the receipt of the Contractor's claim.

For an adjustment in compensation, or other contractual dispute between the parties where the amount in controversy is more than \$75,000, 90 calendar days from the receipt of the Contractor's claim.

Unless the Contractor and Engineer otherwise stipulate in writing to a later time, if the Engineer does not make a decision or determination within these time frames, the claim shall be deemed denied.

When the Contract has established a dispute resolution process that moves the dispute through various levels of both organizations, this process shall also be completed within the above time period.

S-11.4 Mediation

Notwithstanding the formal claims procedures set forth in this Special Provision, the parties may at any time enter into nonbinding mediation by mutual agreement. If the parties agree to mediation, then the time requirements set forth above in Section (1517) Decision On Claims (A) and (B) are suspended until the mediation is completed. The time and place for mediation, as well as selection of the mediator, shall be established by mutual agreement. The mediator's costs shall be divided equally between the Contractor and the County. This payment shall be accomplished by the Contractor paying in full all costs and fees for the mediator and then submit the bill to the Engineer for 50 percent reimbursement. Either party may terminate mediation at any time.

S-11.5 Rights of Arbitration

The decision of the Engineer in relation to the Contractor's claim shall be deemed final unless the Contractor commences a legal action within the time prescribed by law or unless the Contractor invokes arbitration as prescribed hereafter in these Special Provisions. Nothing herein contained shall be so construed as to preclude the Contractor from commencing a legal action in relation to claims for a single issue in excess of \$75,000.00 but the Contractor's sole legal remedy in relation to claims of \$75,000.00 or less shall be arbitration as prescribed hereafter in these Special Provisions. If the claim amount is in excess of \$75,000, the Contractor and the County may mutually agree to arbitration.

If the Contractor seeks to arbitrate a claim of \$75,000 or less, the Contractor shall submit a written request for arbitration to the Engineer within 30 Calendar Days after the Contractor's receipt of the Engineer's decision. Failure to reasonably conform with this time requirement waives the right to arbitration. The scope of the arbitration proceeding shall be limited to the claim(s) that the Contractor previously presented to the Engineer for decision.

S-11.6 Arbitration of Claims and Disputes

For purposes of this section, a claim for adjustment in compensation shall mean an aggregate of operative facts which give rise to the rights which the Contractor seeks to enforce. Stated another way, a claim is the event, transaction, or set of facts that give rise to a claim for compensation. Any Contractor having a claim in excess of \$75,000.00 may waive or abandon the dollar amount in excess of \$75,000.00 so as to bring the claim within the scope of this section. However, the arbitration award shall not exceed \$75,000.00. Various damages claimed by the Contractor for a single claim may not be divided into separate proceedings to create claims within the \$75,000.00 limit.

More than one separate claim may be presented at each arbitration hearing if agreed to by the County, the Contractor, and the Arbitrator Selection of the Arbitrator/ Optional Use of the American Arbitration Association:

- (A) Selection of the arbitrator shall be conducted by one representative of the County and one representative of the Contractor. A single person shall represent the prime and all subcontractors involved in the claim. Separate representation for subcontractors during the selection of the arbitrator is not allowed.
- (B) The parties may mutually agree to have the arbitration process administered by the American Arbitration Association ("AAA").
- (C) The arbitration shall be administered by a single arbitrator.
- (D) The parties shall select an arbitrator by mutual agreement, or, if the parties have agreed to use the AAA to administer the process, shall select an arbitrator from a list of arbitrators provided by the Association in accordance with the Association's procedures.

Arbitration proceedings and decision:

- (A) All arbitration of claims shall be conducted in Minneapolis, Minnesota, or another mutually agreed upon location.
- (B) Regardless of whether the parties have agreed to use AAA to administer the process, the arbitration proceeding shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect and in accordance with the requirements below. The arbitration procedures set-forth in this Special Provision shall take precedence over conflicting American Arbitration Association requirements.
- (C) If mutually agreed to by both parties, the arbitration proceeding shall follow the Fast Track rules of the American Arbitration Association.
- (D) Unless otherwise agreed to by the parties, the arbitration hearing shall be bifurcated into a liability phase and, if needed, a valuation phase. No evidence or testimony regarding the value of the claim shall be presented during the liability phase.
- (E) The Contractor shall first present evidence to support the claim. The County will then present evidence supporting its defense. Witnesses shall submit to questions or examinations. The arbitrator has the discretion to vary this procedure and shall afford a full and equal opportunity to all parties to be heard. Exhibits, when offered by either party, may be received in evidence by the arbitrator.
- (F) The arbitrator shall entertain motions, including motions that dispose of all or part of a claim or that may expedite the proceedings.
- (G) There shall be no ex parte communication between any party and an arbitrator.
- (H) When satisfied that the presentation of the parties is complete, the arbitrator shall declare the liability phase of the arbitration hearing closed. The arbitrator shall then determine whether the County is liable.
- (I) If the County is found to be liable, the arbitration proceeding shall continue before the same arbitrator to resolve all damages issues. The proceedings for this portion of the arbitration shall follow the procedures outlined in Section (1517) Arbitration of Claims and Disputes d. and e. of this Special Provision.
- (J) Within three Calendar Days after the close of the damages portion of the hearing, each party shall submit to the arbitrator their last best offers. The arbitrator shall be limited to awarding only one of the two figures submitted. In no event shall a claim award in arbitration exceed \$75,000.
- (K) The decision or award of the arbitrator shall be:
 - A.1 In writing showing the basis for the decision or award. The arbitrator shall use the Contract and Minnesota law, or, in the absence of Minnesota law on the issue(s), other persuasive authority, as the basis for the decision.

- A.2 Final and binding on both the County and the Contractor

Arbitration costs

- (A) Each party to the arbitration shall bear its own costs and fees assessed by the American Arbitration Association or independent arbitrator which shall be divided equally between the parties to the arbitration. This payment will be accomplished by the Contractor paying in full all costs and fees for the arbitrator and then submit the bill to the Engineer for 50 percent reimbursement.
- (B) Each party shall bear its own preparation costs.

Pre-Award Interest and Pre-Judgement Interest

Pre-award interest will commence on the date that a request for arbitration is made, in writing to the Engineer, following the submission of a claim that complies with the requirements of MnDOT 1517. Pre-judgment interest will commence on the date that an action is commenced following the submission of a claim that complies with the requirements of MnDOT 1517. Pursuant to Minnesota Statutes §549.09 this Contract expressly provides dates for the commencement of interest that may vary from the dates provided in statute.

S-12 (1701) LAWS TO BE OBSERVED (WETLANDS)

INITIAL 03/28/25

SP2025-42

S-12.1 Add the following to 1701, "Laws to be Observed:"

If the Contractor operations involve the excavation and/or disposal of Material off Department 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/wca-forms-and-templates>. 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-13 (1707) PUBLIC CONVENIENCE AND SAFETY (BUS SERVICE)

INITIAL 03/28/25

SP2025-48

S-13.1 Add the following to 1707, "Public Convenience and Safety:"

Stillwater school districts #834 have bus service in the Project area which will be affected by this construction. The Contractor shall notify the following representative prior to the start of the project and five days prior to any traffic changes that will affect bus service:

- Amanda Wheelan, Transportation Coordinator 651-351-8377

If, for any reason, a street is closed or not passable for emergency vehicles, the Contractor shall immediately notify the following:

Washington County Public Works	651-430-4300
Washington County Sheriff's Department	651-439-9381
Minnesota State Patrol	651-779-5900
Lake Elmo Fire Department	651-747-3930

S-14 (1717) AIR, LAND, AND WATER POLLUTION

INITIAL 03/28/25

SP2025-51

S-14.1 Add the following to 1717.2, "Stormwater Management and Erosion Control:"

The Contractor shall not use recycled concrete aggregate (RCA) in temporary work such as causeways, staging areas, or stockpiles that will be in contact with surface water or groundwater. The Contractor shall:

- 1) Manage stormwater runoff from temporary work such as laydown areas, staging areas, and stockpiles that contain RCA. Prevent any discharge outside of construction limits or into surface water of water that is turbid or has a pH of greater than 8.5 or less than 6.0.
- 2) Monitor runoff from temporary work containing RCA during every stormwater inspection. Check for pH and turbidity. Monitor more frequently if needed to maintain acceptable clarity and pH.
- 3) Provide a Site Management Plan showing how they will manage stormwater runoff, monitor the pH and clarity of runoff, and isolate crushed concrete from surface water and groundwater as described above.

S-15 (1804) PROSECUTION OF WORK (LIMITATION OF OPERATIONS - NIGHT CONSTRUCTION)

INITIAL 03/28/25

SP2025-60

S-15.1 Add the following to 1804.2, "Limitation of Operations:"

Night Construction means construction between the hours of 7:00 p.m. to 7:00 a.m. occurring within 500 feet of sensitive areas such as:

- (1) Hospitals;
- (2) Nursing homes;
- (3) Private residences including condos and apartments;
- (4) Businesses;
- (5) Hotels/motels.

The Contractor must not perform the following activities during Night Construction:

- (1) Pile driving/removal;
- (2) Concrete pavement demolition;
- (3) Sawing for pavement removal;
- (4) Crushing operations;
- (5) Jack-hammering.

The Engineer must approve deviations from these prohibitions.

The Contractor must have a supervisor on site during Night Construction. The supervisor must have satisfactorily completed the "MnDOT Noise Mitigation for Night Construction" training within the past five years, as shown in the Department's records. This free 30 minute training is available online at <http://www.dot.state.mn.us/onlinelearning/construction/noisemitigation>. The Contractor must provide the Engineer with the nighttime supervisor's name and a copy of the current certification prior to beginning Night Construction.

In addition, the Contractor must:

- (1) Notify owners or occupants of buildings in sensitive areas (within 500 feet of the Night Construction). Notify owners or occupants of the type, location, and duration of the Work. Provide notice in writing no later than five Calendar Days prior to beginning the Work. Provide a copy of the notification to the Engineer and the City.
- (2) Provide a contact person who is on site to ensure that any issues related to Night Construction are immediately addressed.
- (3) Use only Equipment having OSHA- approved ambient sound-sensing backup alarms or, as an alternative, use an observer may in accordance with OSHA standards.
- (4) Allow for Equipment to turn-around in lieu of backing-up (this includes Equipment entering/exiting the Project).
- (5) Construct temporary noise mitigation enclosures or curtains around stationary Equipment (e.g., generators, compressors) that are within 500 feet of sensitive areas.

- (6) Ensure that tailgates on trucks are not slammed. Truck drivers unable to control the tailgates from slamming must be removed from the Project.
- (7) Ensure that all engines and engine driven Equipment used for hauling or construction are equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

If the Engineer determines that the Contractor is not in compliance with the Night Construction requirements, the Engineer will suspend Night Construction. The suspension will remain in effect until the Contractor remedies the non-compliance or obtains the Engineer's acceptance of an action Plan that satisfactorily addresses the non-compliance. The suspension will be considered a non-excusable delay.

S-16 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

INITIAL 03/28/25

SP2025-61

S-16.1 Add the following to 1806, "Determination and Extension of Contract Time:"

1806.5 Contract Time

- A The Department based Contract Time (Completion Date) on an anticipated 5-day Work week, Monday through Friday.
- B All trees shown in the plans in red must be cleared between April 15 and April 30, 2026. All trees shown in the plans in yellow must be cleared between May 11 and May 29, 2026. After advertising this RFQ, the county may gain access to additional trees that are shown in yellow, allowing for additional trees to be removed during the April 15-30 timeframe.
- The Contractor may not start construction operations prior to Contract Approval.
- C The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 a.m. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

S-16.2 The contractor shall not work the following dates due to the related holidays:

- Saturday, May 23
- Sunday, May 24
- Monday, May 25

All Work is allowed between the hours of 7:00am and 7:00pm, Monday through Friday. No work will be allowed outside of these hours, including loading and unloading of equipment, supplies, etc., unless approved in writing by the Engineer. Failure to comply with allowable working hours will result in a monetary deduction of \$500 per hour rounded up to the next whole hour.

- A The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before May 30, 2026.

- B The Contractor must complete all Work to meet the requirements of 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with 1908.2, "Semi-Final Estimate Following Project Acceptance."

S-17 (1807) FAILURE TO COMPLETE THE WORK ON TIME (MONETARY DEDUCTIONS)

REVISED 06/27/25

SP2025-65

- S-17.1 Add the following to 1807, "Failure to Complete the Work on Time:"
- A The Department will assess the Contractor a Monetary Deduction in an amount equal to \$200 for each Calendar Day that any Work specified under 1516.3, "Completion of the Work," are not met after the expiration of the 90 day period of the Semi-Final Estimate requirements.
- B Bidders are advised that in addition to the requirements of 1807, other Special Provisions may contain requirements for assessment of Monetary Deductions to this Contract.
- C The liquidated damages set forth in 1807, "Failure to Complete the Work on Time," and any Monetary Deductions as set forth may apply equally, separately, and may be assessed concurrently.

S-18 (1906) OUT-OF-STATE CONTRACTOR

For out-of-state contractors, payments shall be held pursuant to Minnesota State Section 290.9705 subdivision 1 unless a waiver of such withholding is procured from the Minnesota Department of Revenue under subdivision 3 of said statute.

S-19 (1906) PARTIAL PAYMENTS

The provisions of MnDOT 1906.1 are hereby supplemented with the following:

Retainage will be withheld from Partial Payments in accordance with Minnesota Statute 15.72.

S-20 (2021) MOBILIZATION

INITIAL 03/28/25

SP2025-77

- S-20.1 Delete and replace Table 2021.5-1 of 2021.5, "Mobilization, Basis of Payment," with the following:

**Table 2021.5-1
Mobilization Partial Payments**

When	Contract Unit Price for mobilization is less than 10 percent of the total Contract amount, pay	Contract Unit Price for mobilization exceeds 10 percent of the total Contract amount, pay
Percent of Original Contract Amount Completed	Percent of Mobilization	Percent of Original Contract Amount *
5	50	5
15	75	7.5
25	100	10
90	100	—
*If the Contract Unit Price for mobilization exceeds 10 percent of the total original Contract amount, the Department may withhold (on any partial estimate) the portion in excess of 10 percent until the Contractor earns at least 90 percent of the original Contract amount.		

S-20.2 Add the following to 2021.5, "Mobilization, Basis of Payment:"

The Engineer is authorized to pay actual costs for the payment and performance bond ahead of scheduled mobilization payments provided:

- The remaining amount to be paid for (2021) Mobilization is greater than the cost of the payment and performance bonds.
- The Contractor provides the actual invoice for the bonds.
- The Contractor provides proof of payment for the bonds
- The amount paid for the bonds is subtracted from subsequent mobilization payments.

S-21 (2123) STREET SWEEPER (WITH PICKUP BROOM)

This work shall consist of furnishing and operating a street sweeper in accordance with the provisions of MnDOT 2123 and the following:

- S-21.1 Provide a street sweeper meeting the following characteristics:
- (1) On-board water storage tank with ability to discharge water to ground surface to assist sweeping and minimize dust
 - (2) Broom assisted pick-up head
 - (3) Gutter broom
 - (4) Hopper capacity of 4 cubic yards or greater
 - (5) Dust suppression system capable of minimizing nuisance dust
- S-21.2 Collected debris and waste shall become property of the Contractor. Disposal shall be done off the right of way in accordance with 1701 Laws to be Observed.
- S-21.3 Street sweeping is required as directed by the Engineer to allow for safe travel of the traveling public within the Project areas.

S-21.4 If the Contractor fails to complete the sweeping as required or directed, the County may immediately complete the required sweeping and deduct the cost of the work from money due to the Contractor.

S-21.5 No direct payment will be made under this item. Work as directed by the Engineer is incidental to Item 2101.502 Clearing.

S-22 (2562) ADDITIONAL TRAFFIC CONTROL DEVICES AND EXTENDED USE OF TRAFFIC CONTROL DEVICES

INITIAL 03/28/25

SP2025-182

S-22.1 DESCRIPTION

This Work consists of providing additional traffic control devices in accordance with (2563) TRAFFIC CONTROL and as authorized by the Engineer.

The Engineer is authorized to:

- (1) Require extra traffic control devices in addition to the traffic control devices shown in the Traffic Control Plan or in the Field Manual.
- (2) Require additional traffic control devices for EXTRA WORK.
- (3) Require extended use for all traffic control devices which are impacted by excusable and compensable delays, as defined in 1806.2B, "Excusable, Compensable Delays."
- (4) Negotiate compensation for a Lump Sum Payment.

S-22.2 MATERIALS

Devices must meet Contract requirements, quality standards detailed in the Field Manual, and be in functional and legible condition. Maintain sufficient crashworthy standards. Devices not meeting these requirements must be immediately replaced or repaired.

S-22.3 CONSTRUCTION REQUIREMENTS

Furnish the additional traffic control devices as ordered by the Engineer.

S-22.4 METHOD OF MEASUREMENT

Driven post supports and all mounting hardware for 48"X48" signs and Standard Signs are included in the Traffic Control Pay Item.

Standard Signs with Portable Supports will be calculated and paid for as follows:

Total Standard Sign Sq. Ft. + Portable Support Cost (listed in Table SP2562-1) = Standard Signs with Portable Supports Cost per day.

Construction Sign-Special will be measured by the sign face area furnished, installed including supports, maintained, and removed. Install with square tube steel posts and slip bases meeting MASH crashworthy standards.

Flaggers and Police Officers will be measured by the number of hours each is in service on the job. The Police Officer must be properly uniformed including a reflectorized high-visibility safety vest and fully equipped including police car.

ATTACHMENT C

S-22.5 BASIS OF PAYMENT

The Department will not use the predetermined Unit Prices listed in Table SP2562-1 if payment for a device is specifically provided for elsewhere in the Contract.

A Devices, Flaggers and Police Officers:

The Engineer and Contractor are authorized to negotiate the terms of compensation for additional traffic control devices and extended use of traffic control devices. If the Engineer and Contractor are unable to agree on compensation using Contract Unit Prices or by negotiation, the Department will pay for traffic control devices according to the schedule of pre-determined prices in the following schedule:

**Table SP2562-1
Additional Traffic Control Devices, Flaggers and Police Officers**

Item Number	Item	Unit	Pre-determined Price
2562.602	Impact Attenuator (Extended Duration)*#	Each	\$85.51
2562.603	Pedestrian Channelizer (Extended Duration)*#	Linear Foot	\$0.41
2562.603	Portable Precast Concrete Barrier Design 8337 (Extended Duration)*#	Linear Foot	\$0.10
2562.610	Flagger	Hour	
2562.610	Police Officer†	Hour	
2562.613	Sidewalk Barricade	Unit Day	\$1.85
2562.613	Type III Barricade	Unit Day	\$3.36
2562.613	Flasher Type A (Low Intensity)	Unit Day	\$0.65
2562.613	Tubular Marker	Unit Day	\$0.56
2562.613	Type A Cone Channelizer	Unit Day	\$0.40
2562.613	Type A Weighted Channelizer	Unit Day	\$0.89
2562.613	Opposing Traffic Lane Divider	Unit Day	\$4.38
2562.613	Reflectorized Drum	Unit Day	\$1.11
2562.613	Flashing Arrow Board	Unit Day	\$43.70
2562.613	Portable Changeable Message Sign‡	Unit Day	\$97.17
2562.613	Vehicle Speed Feedback Sign	Unit Day	\$49.04
2562.613	48"X48" Sign	Unit Day	\$2.00
2562.613	48"X48" Sign with Supports	Unit Day	\$3.04
2562.613	Portable Sign Support	Unit Day	\$1.04
2562.618	Standard Sign*	Square Foot	\$0.31
2562.618	Construction Sign Special (Additional)	Square Foot	\$48.29
2562.613	Construction Sign Special (Extended Duration)*#	Square Foot	\$0.45
2562.613	Audible Message Device	Unit Day	\$1.44
2562.613	Temporary Pedestrian Ramp	Unit Day	\$9.39
2562.613	Portable Rumble Strips (set of 3)	Unit Day	\$64.78

* Item will be paid by the item unit per each day in use.

‡ Type C Trailer Mounted Message Sign.

Only to be paid when used for extended duration and a compensable delay is approved.

B Labor and Equipment:

The Engineer and Contractor are authorized to negotiate the terms of compensation for labor and Equipment to furnish, install and remove additional traffic control devices listed in Table SP2562-1. If the Engineer and Contractor are unable to agree on compensation by negotiation, the Department will pay for labor and Equipment according to the following mileage-based method:

The Department will pay \$500.00 for the first 30 miles for mobilization and installation of additional traffic control devices. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional placement(s), round trip. The Department will pay a minimum of \$500.00.

The Department will pay \$2.40 per mile traveled over 30 miles. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional placement(s), round trip.

The Department will pay \$500.00 for the first 30 miles for de-mobilization and removal of additional traffic control devices. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional removal(s), round trip. The Department will pay a minimum of \$500.00.

The Department will pay \$2.40 per mile traveled over 30 miles. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional removal(s), round trip.

The Department will not pay for labor and Equipment for the installation/removal of additional traffic control devices when additional traffic control Work is combined with Plan-provided traffic control devices installation/removal during the original Contract period, unless a Contract revision meets the requirements listed in 1402.3, "Significant Changes to the Character of Work," and the Plan does not contain Item 2563.601 (Traffic Control).

The Department will not pay for labor and Equipment to inspect and maintain additional traffic control devices during the original Contract period, unless a Contract revision meets the requirements listed in 1402.3, "Significant Changes to the Character of Work," and the Plan does not contain Item 2563.601 (Traffic Control).

The Department will pay for labor and Equipment to inspect and maintain all traffic control devices when an extension of Contract Time is due to an excusable and compensable delay in accordance with 1806.2B, "Excusable, Compensable Delays."

The Department will not pay for labor and Equipment to remove existing traffic control devices, provided under (2563) TRAFFIC CONTROL, when Contract Time is extended.

S-23 (2563) TRAFFIC CONTROL SUPERVISOR

INITIAL 03/28/25

SP2025-184

S-23.1 DESCRIPTION

This Work consists of providing a Traffic Control Supervisor during all major traffic control modifications to this project in accordance with (2563) TRAFFIC CONTROL. The Traffic Control Supervisor is responsible for managing the traffic control operations of the project, including those of the Contractor, Subcontractors, and suppliers. Traffic Control Management must be the Traffic Control Supervisor's primary responsibility.

S-23.2 MATERIALS

See (2563) TRAFFIC CONTROL.

S-23.3 CONSTRUCTION REQUIREMENTS

The Traffic Control Supervisor shall be an employee of a firm which has a subcontract for overall traffic control management.

The Traffic Control Supervisor must have a copy of the Temporary Traffic Control Plan and the "Minnesota Temporary Traffic Control Field Manual". The Traffic Control Supervisor must have the authority needed to effectively complete modifications and perform maintenance of traffic controls. This includes having the authority necessary to obtain and use all labor, equipment, and materials needed to provide and maintain traffic control in routine and in emergency situations.

A Certification

Provide a copy of the designated Traffic Control Supervisor certification to the Engineer at the project pre-construction conference. The employee must be certified as a Traffic Control Supervisor by MnDOT or the American Traffic Safety Services Association (ATSSA). A person may become an ATSSA-certified Traffic Control Supervisor by receiving a certification from the ATSSA sponsored Traffic Control Supervisor-MN State Specific Course. A person may become a MnDOT-certified Traffic Control Supervisor by receiving a certification from the MnDOT sponsored Traffic Control Supervisor Course. Additional information on MnDOT's certification program may be found at: <http://www.dot.state.mn.us/const/wzs/traffic-supervisor.html>.

B Traffic Control Modifications

Provide a Traffic Control Supervisor for all major traffic control modifications listed below:

- (1) Initial startup of the Project
- (2) Whenever any bypass is placed into operation
- (3) Winter suspension traffic control adjustment operation
- (4) Spring start-up traffic control adjustment operation
- (5) Completion of the Project
- (6) Any other major changes to the Traffic Control set-up (due to Contractors staging of operations)

The Traffic Control Supervisor must be on site three days prior to all major traffic control modifications listed above until the major traffic control modification is functioning properly allowing for safe, long term accommodations for traveling public. During the three day time period prior to the major traffic control modification, the Traffic Control Supervisor will be expected to develop a site plan for the major traffic control modification, to determine and ensure timely delivery of the proper quantity of traffic control devices, and to develop staging plans for the major traffic control modification operations. The Traffic Control Supervisor will then coordinate and direct the installation of the devices as well as the

staging of the traffic control modification to ensure a safe and efficient transition is completed. Following the transition, the Traffic Control Supervisor will monitor the traffic flow of the site(s) in question and make modifications necessary to provide for the safe and efficient passage of the traveling public.

C Specific Duties

Traffic control management by the Traffic Control Supervisor includes:

- (1) Ensuring that traffic control devices are functioning as required. This includes the repair or replacement of all signs, barricades, and other traffic devices that become damaged, moved, or destroyed, or lights that cease to function properly, and barricade weights that are damaged or otherwise fail to stabilize barricades.
- (2) Providing sufficient surveillance of signs, barricades, and other traffic control devices. This includes inspecting traffic control devices on every calendar day that traffic control devices are in use (by the Traffic Control Supervisor or approved representative). Provide copies of the inspection logs on a weekly basis and at the request of the Engineer.
- (3) The Traffic Control Supervisor will be on the Project every working day, "on call" at all times, and available within 45 minutes of notification at other than normal working hours. Provide the names, addresses, and phone numbers of at least three individuals (one of which is the Traffic Control Supervisor) responsible to provide and ensure immediate attention to the traffic control management to the Engineer.
- (4) Maintain and guide pedestrian traffic through the Project at all times using continuous Alternate Pedestrian Routes (APRs) per standards set forth in (2563) ALTERNATE PEDESTRIAN ROUTE. Maintain accurate and timely messages on Audible Message Devices.
- (5) Provide and maintain vehicular and pedestrian access to businesses, residences, parking lots, garages, farms, and other properties.

S-23.4 METHOD OF MEASUREMENT

The Engineer will measure Traffic Control Supervisor as a lump sum in accordance with 1901.10, "Lump Sum," or the number of Unit Days of service.

S-23.5 BASIS OF PAYMENT

The Contract Unit Price for Traffic Control Supervisor is compensation in full for Equipment, Materials and labor required to complete the Work.

The Department will pay for Traffic Control Supervisor on the basis of the following schedule:

Item No.	Item	Unit
2563.601	Traffic Control Supervisor	lump sum

S-24 (2563) TRAFFIC CONTROL

INITIAL 04/02/25

SP2025-185

S-24.1 DESCRIPTION

This Work consists of furnishing, installing, maintaining, and removing all traffic control devices required to provide safe movement of traffic and pedestrians through the Project at all times from commencement of the Work until Project Acceptance. Maintain roads and pedestrian facilities undergoing improvements in a condition that accommodates public traffic. Do not close roads or pedestrian facilities, except as authorized. The Engineer may modify the requirements for traffic control as deemed necessary.

The Department will maintain Detour Roads for through traffic diverted from the Project unless otherwise indicated in the Plan.

The use of maintenance crossovers in or near the construction area is permitted if authorized by the Engineer.

All temporary traffic management must conform to and be installed in accordance with:

- the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- the "Minnesota Temporary Traffic Control Field Manual" (Field Manual);
- the "Speed Limits in Work Zones Guidelines";
- the "Minnesota Flagging Handbook";
- the "MnDOT Standard Signs and Markings Manual";
- the Plan;
- all applicable standard Specifications and Special Provisions.

Manuals listed above may be found at: <http://www.dot.state.mn.us/trafficeng/publ/index.html>

S-24.2 MATERIALS

A Temporary Signs and Devices

Reflectorize all signs, paddles, and other traffic control devices including those used for daytime operations. Fabricate temporary rigid signs and devices with retroreflective sheeting material of the appropriate color listed on the Approved Products List (APL) for either "Sheeting for Rigid Temporary Work Zone Signs, Delineators, and Markers (Type IX and XI)" or "Sheeting for Rigid Permanent Signs, Delineators, and Markers (Type IX and XI)". The sheeting Materials APL is located at the following link: <http://www.dot.state.mn.us/products/signing/sheeting.html>.

Inplace signs that still apply during temporary operations need no change in sign sheeting.

B Truck/Trailer Mounted Attenuators

The Approved Products List for "Mobile Crash Attenuators" is found at:

<http://www.dot.state.mn.us/products/temporarytrafficcontrol/mobilecrashattenuators.html>

C Flashing Arrow Boards

On Projects requiring flashing arrow boards, provide Work Zone Data Exchange compliant arrow boards.

D Crashworthy Signs, Traffic Control Devices, and Ballast

Ground mounted signs and traffic control devices must be crashworthy and meet the crash testing requirements of the AASHTO Manual for Assessing Safety Hardware 2016 (MASH-16) on interstates or trunk highways unless otherwise shown in the Plan. The Department may require a letter of compliance stating that all signs and traffic control devices comply with MASH-16 requirements. The Letter of Compliance must include drawings of the different signs and devices along with a copy of the FHWA issued Letter of Eligibility or MnDOT MASH Crashworthy Evaluation.

Ground mounted signs and traffic control devices must be crashworthy and meet the crash testing requirements of NCHRP 350 on all roads except interstates or trunk highways unless otherwise noted in the plans.

Temporary portable sign supports may meet crashworthiness requirements of NCHRP 350 or MASH-16. The approved ballast system for signs and devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. Add a deicer during

freezing conditions to prevent the sand from freezing. Place sandbags at the base of the sign or traffic control device. Do not use any ballast that causes a sign or traffic control device to become hazardous to motorists or workers.

Trailer mounted devices are not crash tested and must be delineated when deployed and removed when not needed.

S-24.3 CONSTRUCTION REQUIREMENTS

A Traffic Control Plan, Maintenance, and Inspection

- A.1 Submit proposed traffic control changes to the Engineer for acceptance if the Contractor modifies the traffic control Plan or Field Manual layout. Submit the proposed traffic control Plan at least seven days before implementation. If Field Manual layouts are used, specify layout number(s) but do not submit the layouts from the Field Manual. Do not implement the proposed traffic control modification until accepted by the Engineer.
- A.2 Immediately repair or replace all traffic control devices that become damaged, moved or destroyed, and all ballasts that are damaged, destroyed, or otherwise fail to stabilize the device.
- A.3 Meet the traffic control device quality standards as required in the Field Manual. Immediately replace unacceptable traffic control devices. Signs that are dirty and result in a noticeable loss of reflectivity at night are considered unacceptable and must be cleaned or replaced. Respond promptly to any call from the Engineer concerning the notification of unacceptable traffic control devices.
- A.4 Provide the names, addresses, and phone numbers of at least three individuals responsible for placing and maintaining traffic control devices to the Engineer at the Pre-construction Conference. These individuals will be "on call" 24 hours per day, seven days per week during the times any temporary traffic control devices are in place.
- A.5 Inspect all traffic control devices on a daily basis, including one nighttime inspection per week. Verify that the devices and pavement markings are placed in accordance with the Traffic Control Plan, these Special Provisions, and the MN MUTCD. Immediately correct discrepancies between the actual placement and the required placement. Respond immediately to any call from the Engineer concerning any request for improving or correcting traffic control devices.
- A.6 Make a daily log of required inspections. This log must indicate the date and time any changes in the stages, phases, or portions go into effect. The log must identify the location and verify that the devices and pavement markings are placed as directed or corrected in accordance with the Plan. The person making the inspection must sign the log and include the date and time of the entry. Provide copies of the inspection logs on a weekly basis and at the request of the Engineer.

B Traffic Control Signs and Devices

- B.1 Roll-up signs are not allowed unless authorized by the Engineer.

- B.2 Cover, modify, or remove all signs that are not consistent with traffic operations. Cover the entire sign or that part of the legend that is inappropriate. Sign covers must conform to the Typical Temporary Sign Covering Details Sheet found in the Plan or at the following link: <http://www.dot.state.mn.us/trafficeng/workzone/wz-ltta/pdf/tempsigncover.pdf>
- B.3 Maintain Street identification signage at all times. Signs may be installed on temporary supports if the permanent sign Structures are affected by operations. This is necessary to maintain the 911 emergency system.
- B.4 Post mount all signs that will remain in the same location for more than 30 consecutive days. This does not include portable signs which are set up and taken down at the beginning and end of each Work shift.

When the proper location of a sign is on pavement, do not core through the surface. If there is a conflict with underground utilities, attempt to move the sign while maintaining its visibility to traffic. If it is not possible to drive posts into the ground, mount signs on portable supports as approved by the Engineer.

When signs are removed, the sign posts and stub posts must also be removed from the Right-of-way. Posts left in place for future use or removal at a later date must be properly delineated with tubular markers, flags, or other delineation as approved by the Engineer at no additional cost.

- B.5 Signs and Structures damaged by the Contractor shall be replaced at the Contractor's expense. All costs incurred to relocate, salvage, and reinstall in-place signing shall be incidental work.
- B.6 Provide Work Zone Data Exchange (WZDx) compliant flashing arrow boards. Provide data in accordance with the MnDOT WZDx requirements for Connected Work Zone Devices found on MnDOT Work Zone website.

C Traffic Safety

- C.1 Do not suspend material, Equipment, tools or personnel over lanes or pedestrian facilities open to traffic.
- C.2 Do not place Bridge deck concrete over lanes open to traffic or over active pedestrian facilities.
- C.3 Protect traffic and pedestrians from excavations, drop-offs, falling objects, splatter or other potential construction hazards.
- C.4 Do not store Materials or Equipment in the Work zone clear zone unless approved by the Engineer. If Materials or Equipment must be stored within the Work zone clear zone, protect with temporary barrier. If the Engineer agrees that temporary barrier is not practical, delineate with Type B channelizers.
- C.5 Do not park vehicles or construction Equipment in the clear zone or any location that obstructs traffic control devices. Workers are not allowed to park their private vehicles within the Project limits unless approved by the Engineer.

- C.6 Do not load or unload material or Equipment on the Shoulders of any Roadway without a full Shoulder closure using signs and channelizing devices shown on Layout 8 in the Field Manual. Note 1 of Layout 8 of the Field Manual is hereby deleted. The Contractor will not be allowed to load or unload material or equipment on the shoulders of the roadway without a full shoulder closure using appropriate signs, barricades, and channelizing devices.
- C.7 Open excavation adjacent to the existing pavement will not be permitted on opposite sides of the roadway at the same time.

D High Visibility Apparel

During night work or low light conditions, all workers must wear high visibility Class E long pants and retro-reflective headgear in addition to the ANSI Class 2 or 3 vest, shirt, or jacket.

All high visibility apparel must be worn in the manner for which it was designed. All apparel worn on the torso must be closed in the front to provide 360-degree visibility. A worker's high-visibility apparel must be removed from service and replaced if it becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel.

E Night Work

Night work is not permitted on this Project without prior approval of the Engineer.

F Vehicle Warning Light Specification

All vehicles and Equipment operating within the limits of the Project, must have operable warning lights that are amber in color and meet the appropriate SAE Specification. The SAE Specification requirements are as follows:

- (1) Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles- SAE Specification J845.
- (2) Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles - SAE Specification J595.

Details on SAE Specification can be found at:

<http://www.dot.state.mn.us/const/wzs/lighting.html>

G Lane Closure Requirements

- G.1 Temporary lane closures or other traffic restrictions by the Contractor, during work hours and consistent with the time restrictions, will be permitted only during those hours and at those locations approved by the Engineer. Request temporary lane closures at least three Business Days prior to the closure.
- G.2 The Engineer may lengthen, shorten, or otherwise modify the following periods of restrictions as warranted by actual traffic conditions.
- G.2.1 Work that will restrict or interfere with traffic will not be permitted between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 2:00 p.m. and 6:00 p.m.
- G.3 Work that will restrict or interfere with traffic shall not be performed between 12:00 noon on the day preceding and 9:00 a.m. on the day following any consecutive combination of a Saturday, Sunday and legal holiday.
- G.4 **Shoulder closures on TH 36 will be allowed from 7am-3pm. Shoulder closures on TH 36 are restricted from 3pm-7pm.**

- G.5 Place traffic control devices in any temporary lane closure that is adjacent to traffic and extends beyond 1000 feet as shown on Layout 61 of the Field Manual. When the lane closure is in place three days or longer, use only Type III barricades.
 - G.6 Use Drum Channelizers in all lane closure tapers and in any shifts in traffic alignment.
 - G.7 No center lane closures will be permitted.
 - G.8 Maintain a minimum of two miles between temporary lane closures.
 - G.9 Temporary lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closure will be a greater than normal hazard to traffic.
 - G.10 When working on the Shoulder or median, provide a lane and/or shoulder closure adhering to the above lane closure restrictions and in accordance with the Field Manual.
- H Use of Road Closure Signage

All signing for road closures and restrictions shall conform to the requirements of the MnMUTCD and the following:

- H.1 "ROAD CLOSED" (R10-2) signs shall be placed only at locations where ALL public traffic is prohibited beyond the location of the sign, including all local traffic and residents within the project area, unless modified by exemption signage mounted at the same location as called for in the Plans/as authorized by the engineer. Only project staff and authorized emergency responders shall be permitted beyond R10-2 sign locations except as specifically noted by exemption signage, if any.
- H.2 "ROAD CLOSED" (R10-2) signs shall not be installed at locations where traffic is shifted to the left side of an in place median unless the medial separating opposing directions of traffic is greater than 30 feet in width as measured from the edges of the lanes closest to the median.
- H.3 "ROAD CLOSED TO THROUGH TRAFFIC" (R11-4) signs shall be placed only at location in advance of properly placed "ROAD CLOSED" (R10-2) signs, to inform motorists that travel beyond the R11-4 sign is allowed but that no lawful outlet beyond the sign exists.
- H.4 "ROAD CLOSED / XX MILES AHEAD / LOCAL TRAFFIC ONLY" (R3-11a) signs may be placed at locations in advance of properly placed "ROAD CLOSED" (R11-4) signs beyond which through traffic is possible via other public streets not affected by the downstream closure.
- H.5 "ROAD CLOSED AHEAD (W20-3) signs, when used, shall not be placed more than 700 feet in advance of properly placed "ROAD CLOSED" (R10-2) signs unless supplemented by a distance plaque (W20-100P) or as otherwise required by the project plans or as approved by the Engineer.
- H.6 Black on Orange "NO OUTLET" (W14-2) signs may be installed beyond properly placed R11-4 or R11-3a signs as a supplementary warning to motorists that they are entering a road or road network from which there is no other exit.

Deviation from the requirements of this section are not permitted unless authorized by the Engineer.

I Truck/Trailer Mounted Attenuators (TMAs) For Mobile/Short Duration Operations

Truck/Trailer Mounted Attenuators (TMA) must be used on all shadow and protection vehicles operating totally or partially in a Traffic Lane if any temporary traffic control zone is defined as "Mobile/Short Duration" by the Field Manual. All references to "should" in the Field Manual in regard to TMA use for Mobile/Short Duration layouts are hereby changed to "shall". This requirement applies to all operations utilizing Field Manual layouts 9, 10, 12, 13, 36, 41, 49, 50, 51, 54, 55, 63, 76, 77, 78, and 79. Providing TMAs for "Mobile/Short Duration" work zones is included in Traffic Control Lump Sum.

J Flagging Operations

- J.1 Flaggers and Pilot Drivers must attend a training session taught by a MnDOT-Qualified Flagger Trainer. The trainer must have completed a "MnDOT Flagger Train the Trainer Session" within the last five years and be on file as a qualified Trainer with MnDOT. Provide all flaggers with the MnDOT Flagging Handbook. Flaggers must be in possession of the handbook while flagging on the Project. Furnish the signed "Checklist for Flagger Training" or "Flagger Qualification Card" to the Engineer any time a new flagger reports to work on the Project. The "Checklist for Flagger Training" and other forms and information is found at: <http://www.dot.state.mn.us/const/wzs/flagger.html>

Flaggers must be properly uniformed in the required high visibility apparel, including a high visibility hat. The high visibility hat can be substituted for a hard hat if the work site has a hard hat requirement.

- J.2 The Contractor shall furnish flaggers as required to adequately control traffic. Flag persons shall conform to the requirements set forth in the MnMUTCD.
- J.3 Flagging will not be permitted unless all requirements on this section are met, including signing, clothing, training, and radio communications.
- J.4 Flaggers shall wear high visibility retroreflective safety vests, pants, and hats at all times when actively flagging. High visibility apparel shall also comply with current Minnesota OSHA rules. Required flag persons clothing shall be considered incidental.
- J.5 The Contractor shall keep the separation distance between the last sign in the "Flagger Ahead" signing sequence and the actual flagger to the amount shown in the Field Manual.
- J.6 All signs associated with the flagging operation must be removed or covered when flagging operations are not present.
- J.7 Coordinate the flagging operations in a manner that causes minimum delay to the traveling public. The maximum delay time is 10 minutes. If the operation exceeds the maximum delay time, the operation must be discontinued until a new traffic control plan is developed which meets the maximum delay requirement.
- J.8 Flaggers must be properly uniformed and have a STOP/SLOW sign with a five foot minimum staff. Multiple Flaggers must be able to see each other or be equipped with two-way radios.

- J.9 Except as authorized by the Engineer, the maximum length of the flagging operations shall be no more than ½-mile.
- J.10 Qualified flaggers shall safely provide for traffic control in such numbers and for such work operations as determined by the Engineer. Furnish Flaggers in sufficient quantity to control each approach to the work area including intersecting crossroads that are open to traffic. Flaggers shall not override a fully operating signal system. See the Minnesota Flagging Handbook for additional requirements and procedures.
- J.11 Furnish flaggers in sufficient quantity to control each approach to the work area including intersecting crossroads that are open to traffic.
- J.12 **The contractor will be subject to a monetary deduction of \$500 per hour for failure to adhere to the requirements in this section.** These requirements include providing two-way radios for flaggers, properly attired flaggers, flagging operation length requirements, and distance limit between the flagger and the last sign in the flagger sequence, and removing or covering flagger signs when flagging operations are not present.
- J.13 Provide flaggers as directed by the Engineer if hauling operations create hazards for the traveling public. All costs incurred to provide additional flaggers shall be incidental.
- K Signal Systems
- K.1 Do not interfere with the operation of any traffic signal system, except as required by the Contract. Notify the Engineer at least 24 hours prior to beginning any work that will interfere with any traffic signal system or its detection system.
- K.2 The in place signal system(s) must remain in operation until the new signal system(s) become operational.
- L Street Lighting
- L.1 The Contractor shall maintain street lighting by means of in-place lights, the newly constructed lights, or a combination thereof, except as otherwise authorized in writing by the engineer.
- M Maintenance and Staging of Traffic Control – General
- M.1 Pedestrian traffic must be maintained and guided through the Project at all times to a degree that matches the level of accessibility of the pre-construction conditions.
- Provide continuous temporary walkway surfaces that are smooth, stable and slip resistant in relevant weather conditions. Temporary walkway surfaces will allow the normal usage of wheelchairs, walkers, strollers, and other mobility devices.
- M.2 The Contractor shall cover all signs that are not consistent with traffic operations. The cover shall be a plate of solid material covering the entire legend or all of that part of the legend that is inappropriate. Bolt the cover to the sign and place a minimum of 1/8-inch spacers (such as plastic or rubber) between the sign face and the cover. See the Typical Temporary Sign Framing and Installation Details Sheet found in the Plan.

S-24.4 **METHOD OF MEASUREMENT**

All traffic control required to complete the Project as shown in the Plans and specified in these Special Provisions will be made as a lump sum payment under Item 2563.601 (Traffic Control). Payment includes all costs associated with furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flaggers) as required. No additional measurement for payment will be made for individual activities and devices that constitute Traffic Control, except for other traffic control Bid items specifically listed in the Statement of Estimated Quantities.

Traffic Control layouts and devices not shown in the Plan or stated in these Special Provisions, that are necessary to facilitate traffic switches or for transitioning traffic from one stage to another, are included in the lump sum traffic control item. If the Contractor requests a change in traffic control and these changes are implemented, there will be no increase or decrease in the lump sum payment for traffic control. If the Engineer orders a change in traffic control because of a Plan error, omission, changed condition or change of Project scope, payment for such changes will be made as Extra Work.

The Contractor is required to respond within two hours to any call from the Engineer concerning deficiencies relating to public safety and convenience. If the Contractor does not respond to these matters, a monetary deduction will be assessed at the rate of \$250 per hour for the time period the Engineer determines the Contractor has not complied. In addition to the monetary deduction, the Department may complete the necessary work and deduct the cost of this work from future payments.

If the Contractor fails to properly provide, install, maintain, or remove any of the required traffic control devices, the Department may correct the deficiency and to deduct the costs from any monies due or becoming due to the Contractor in accordance with 1512, "Unacceptable and Unauthorized Work".

S-24.5 **BASIS OF PAYMENT**

Partial payments for lump sum Item 2563.601 (Traffic Control) will be made as follows:

**Table SP2563-2
Traffic Control Partial Payments**

Percent of Original Contract Completed	Pay this Percentage of Traffic Control
25	50
50	75
75	95
All Work Completed And All Traffic Control Removed	100

A Monetary Price Adjustments

The Department must apply incentives and disincentives and may apply monetary deductions for (2563) TRAFFIC CONTROL. The amounts of these adjustments are deemed reasonable.

If the Contractor fails to adhere to the established time schedules, the Department may assess a monetary adjustment of \$1,500.00 per hour for each hour or portion of an hour that the Engineer determines that the Contractor has not complied.

B Schedule

The Contract Unit Price for Traffic Control is compensation in full for Equipment, Materials and labor required to complete the Work.

The Department will pay for Traffic Control on the basis of the following schedule:

Item No.	Item	Unit
2563.601	Traffic Control	Lump Sum

S-25 (2563) FLAGGER

REVISED 06/30/22

SP2020-209-MODIFIED

S-25.1 DESCRIPTION
Provide qualified flaggers in accordance with (2563) TRAFFIC CONTROL and the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

S-25.2 METHOD OF MEASUREMENT
The Engineer will measure Flaggers by the length of time each flagger is in service.

S-25.3 BASIS OF PAYMENT
The Contractor shall submit a Traffic Control Plan for use of flag person hours which shall be reviewed and approved by the Department. Failure to do so shall result in no payment.

Flaggers used exclusively for Contractor convenience may be allowed by the Engineer, but will not be compensable.

The Contract Unit Price for Flaggers will be compensation in full for Equipment, Materials and labor required to complete the Work.

The Department will pay for Flaggers on the basis of the following schedule:

Item No.:	Item:	Unit:
2563.610	Flagger	hour

S-26 (2573) STORM WATER MANAGEMENT

INITIAL 03/28/25

SP2025-205

S-26.1 Add the following to 2573.5, "Storm Water Management, Basis of Payment:"

I Unit Prices

In addition to stormwater management Pay Items included in the Plan, the Engineer may require the items listed below. Payment for additional items as ordered by the Engineer will be made in accordance with the following schedule:

Wheel Wash off.....	\$5,000.00/each
Flocculant Sock (250,000 gal. treatment vol.).....	\$265.00 each
Bale Barrier	\$8.00/foot
Silt Fence, Type HI.....	\$4.50/foot
Silt Fence, Type SD	\$30.00/foot
Silt Fence, Type MS	\$2.75/foot
Flotation Silt Curtain, Type: Moving, 1.2 m (4 foot) depth	\$22.50/foot
Sediment Control Log, Type Wood Fiber	\$4.00/foot

ATTACHMENT C

SPECIAL PROVISIONS - SP2025 BOOK

Created September 24, 2025

Last Revision by CO Special Provisions: June 27, 2025

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2025 Tree Clearing RFQ

Sediment Control Log, Type Compost.....	\$4.00/foot
Sediment Control Log, Type Rock	\$12.00/foot
Sediment Trap Excavation.....	\$10.00/cubic yard
Sandbag Barrier.....	\$15.00/square foot
Sand Tote Bag	\$75.00/each
Sediment Removal, Backhoe.....	\$240.00/hour
Sediment Removal, Vacuum truck.....	\$425.00/hour
Temporary Slope Drain (18" diameter).....	\$100.00/linear foot
Water Treatment Type Sediment Tank.....	\$20,250.00/each

**ATTACHMENT D
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

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

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
<p>(2)</p>	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment D-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment D-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 D-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 D-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:</p> <p>All first-tier subcontractors listed on attachment D-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 D-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 D-2	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:	
All additional subcontractors listed on Attachment D-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	



ATTACHMENT E
QUOTE SUBMITTAL FORM

The undersigned agrees that if awarded the contract for services, to commence said services upon full execution of contract. Contractor **must fill out the below Schedule of Prices to have a complete quote.**

LEGAL NAME OF PERSON, FIRM OR CORPORATION

Official Name and Address: _____

By: _____ Title: _____

Phone #: _____ Email: _____

Signature: _____ Date: _____

Schedule of Prices

Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Total Price
2021.501	Mobilization	Lump Sum	1		
2101.502	Clearing	Each	70		
2101.505	Clearing	Acre	9.0		
2563.601	Traffic Control Supervisor	Lump Sum	1		
2563.601	* Traffic Control	Lump Sum	1		
2562.610	Flagger	Hour	120		
2575.507	** Mulch Material Type 5	Cu Yd	1000		

* Traffic Control plans will not be provided. The Contractor shall provide traffic control in accordance with the contract provisions.

** Material to be used to stabilize and cover disturbed areas.

Total Quote: \$ _____

STATE FUNDED ONLY CONSTRUCTION CONTRACTS
SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

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

II. DEFINITIONS

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

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

¹ Minn. Stat. 177.41

² Minn. Stat. 177.41 to 177.44

³ Minn. Stat. 177.21 to 177.35

⁴ Minn. R. 5200.1000 to 5200.1120

⁵ MnDOT Standard Specifications for Construction, Section 1103

⁶ Minn. Stat. 178.011, Subdivision 2

⁷ The American Heritage College Dictionary, Third Edition, 2000

⁸ Minn. R. 5200.1106, Subpart 10

⁹ Minn. R. 5200.1106, Subpart 2(D)

¹⁰ Minn. Stat. 177.42, Subdivision 7

¹¹ The American Heritage College Dictionary, Third Edition, 2000

¹² Minn. R. 5200.1106, Subpart 7(A)

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

III. APPLICATION & UNDERSTANDING

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

¹³ Minn. Stat. 178.011, Subdivision 9

¹⁴ Minn. R. 5200.1106, Subpart 2(C)

¹⁵ The American Heritage College Dictionary, Third Edition, 2000

¹⁶ Minn. R. 5200.1106, Subpart 5(C)

¹⁷ Minn. R. 5200.1106, Subpart 7(C)

¹⁸ Minn. R. 5200.1106, Subpart 7(B)

¹⁹ Minn. R. 5200.1105

²⁰ Minn. R. 5200.1020 to 5200.1060

²¹ Minn. R. 5200.1106, Subpart 2(A)

²² Minn. R. 5200.1106, Subpart 5(A)

²³ Minn. Stat. 177.44, Subdivision 1

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

IV. **VENDOR REGISTRATION**

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

V. **LABOR CLASSIFICATIONS**

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

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

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

²⁴ Minn. Stat. 177.44, Subdivision 3

²⁵ MnDOT Standard Specifications for Construction, Section 1801

²⁶ MnDOT Standard Specifications for Construction, Section 1701

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

²⁸ lcusupport.dot@state.mn.us

²⁹ Minn. Stat. 177.44, Subdivision 1

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

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

³² Minn. Stat. 177.44, Subdivision 1

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

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

³³ Minn. R. 5200.1010, Subdivision 3

³⁴ United States Department of Labor All Agency Memorandum #130

³⁵ Minn. Stat. 177.44, Subdivision 4

³⁶ Minn. Stat. 177.44, Subdivision 1

³⁷ Minn. R. 5200.1030, Subpart 2a(C)

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

³⁹ lcusupport.dot@state.mn.us

⁴⁰ Refer to Appendix A

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

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

VII. HOURS OF WORK

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

VIII. FRINGE BENEFITS

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

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

⁴³ Minn. Stat. 177.44, Subdivision 1

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

⁴⁵ Minn. Stat. 177.42, Subdivision 6

⁴⁶ Minn. Stat. 177.42, Subdivision 6

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

IX. OVERTIME

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

⁴⁷ 29 CRF, Part 5.5(a)(1)(i)

⁴⁸ Government and non-government Work

⁴⁹ Refer to Appendix B

⁵⁰ Minn. Stat. 177.42, Subdivision 6

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

⁵² Minn. Stat. 177.42, Subdivision 4

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

X. PAYROLLS AND STATEMENTS

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

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

⁵⁴ Minn. R. 5200.1106, Subpart 10

⁵⁵ Minn. Stat. 177.43, Subdivision 3

⁵⁶ Minn. Stat. 177.30 (a)(4)

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

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

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

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

XI. APPRENTICES, TRAINEES AND HELPERS

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

⁵⁹ MnDOT Standard Specifications for Construction, Section 1701

⁶⁰ MnDOT Standard Specifications for Construction, Section 1801

⁶¹ Minn. Stat. 177.30 (a)(5)

⁶² Minn. R. 5200.1106, Subpart 10

⁶³ Minn. Stat. 177.30 (a)(5)

⁶⁴ Minn. Stat. 181.032

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

⁶⁶ Minn. R. 5200.1070, Subpart 1

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

⁶⁸ Minn. Stat. 178.036, Subdivision 5

⁶⁹ Minn. Stat. 178.036, Subdivision 5

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

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

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

XIII. TRUCKING

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

⁷⁰ Minn. R. 5200.1070, Subpart 3

⁷¹ Minn. Stat. 177.44, Subdivision 1

⁷² Minn. Stat. 177.44, Subdivision 1

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

⁷⁴ Minn. Stat. 177.44, Subdivision 1

⁷⁵ Minn. R. 5200.1106, Subpart 3B(1)

⁷⁶ Minn. R. 5200.1106, Subpart 3B(2)

⁷⁷ Minn. R. 5200.1106, Subpart 3B(3)

⁷⁸ Minn. R. 5200.1106, Subpart 3B(4)

⁷⁹ Minn. R. 5200.1106, Subpart 3B(5)

⁸⁰ Minn. R. 5200.1106, Subpart 3B(6)

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

XIV. OFF-SITE FACILITIES

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

XV. SUBCONTRACTING PART OF THE CONTRACT

⁸¹ Minn. R. 5200.1106, Subpart 4(C)

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

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

⁸⁴ Minn. R. 5200.1106, Subpart 10

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

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

⁸⁷ Minn. R. 5200.1106, Subpart 3(A)

⁸⁸ Minn. R. 5200.1106, Subpart 4(A)

⁸⁹ Minn. R. 5200.1106, Subpart 4(B)

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

XVI. SITE OF WORK REQUIREMENTS

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

XVII. CHILD LABOR

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

XVIII. NON-COMPLIANCE AND ENFORCEMENT

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

⁹⁰ MnDOT Standard Specifications for Construction, Section 1801

⁹¹ Minn. Stat. 177.44, Subdivision 5

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

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

⁹⁴ MnDOT Standard Specifications for Construction, Section 1511

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

⁹⁶ Minn. R. 5200.0930, Subpart 4

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

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

⁹⁹ MnDOT Standard Specifications for Construction, Section 1801

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

¹⁰⁰ MnDOT Standard Specifications for Construction, Section 1906

¹⁰¹ Minn. Stat. 16C.285

¹⁰² MnDOT Standard Specifications for Construction, Section 1808

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

¹⁰⁴ Minn. Stat. 177.44, Subdivision 7

¹⁰⁵ Minn. Stat. 177.44, Subdivision 6

¹⁰⁶ Minn. Stat. 177.30(b)

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

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

¹⁰⁹ Minn. Stat. 177.43, Subdivision 6a

¹¹⁰ Minn. Stat. 177.27, Subdivision 8

¹¹¹ Minn. Stat. 177.27, Subdivision 10

¹¹² Minn. Stat. 181.74, Subdivision 1

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

APPENDIX A**SALARIED WORKER WAGE COMPUTATION**

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

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

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

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

APPENDIX B**FRINGE BENEFIT CREDIT**

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

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

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

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

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

APPENDIX C**APPRENTICE RATE OF PAY**

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

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

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

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

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

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

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

APPENDIX D

PREVAILING WAGE OVERTIME CALCULATION

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

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

Definition of OT Acronyms

OT: overtime.

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

HW: hourly wage rate paid to a Worker.

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

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

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

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

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

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

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

Attachment G

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: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2025-11-03 Revised: 2025-12-01

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

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

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

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

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

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-11-03	44.00	26.12	70.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-11-03	44.00	26.12	70.12
103		2025-11-03	31.66	22.78	54.44

Attachment G

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)				
104 FLAG PERSON	2025-11-03	44.00	26.12	70.12
105 WATCH PERSON	2025-11-03	40.60	25.57	66.17
106 BLASTER	2025-11-03	22.08	6.87	28.95
107 PIPELAYER (WATER, SEWER AND GAS)	2025-11-03	47.50	26.12	73.62
108 TUNNEL MINER	2025-11-03	45.50	26.12	71.62
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-11-03	45.50	26.12	71.62
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.	2025-11-03	44.00	26.12	70.12
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2025-11-03	44.00	26.12	70.12
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.	2025-11-03	16.28	4.07	20.35

Attachment G

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	SERVICES PROVIDED BY THE CONTRACTOR.				
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
202	BOOM TRUCK	2025-11-03	48.96	29.40	78.36
		2026-05-04	50.49	31.00	81.49
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	2025-11-03	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
204	OFF-ROAD TRUCK	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-11-03	38.90	23.49	62.39
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2025-11-03	47.24	29.40	76.64
		2026-05-04	48.71	31.00	79.71
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)				

Attachment G

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
308				
	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)			
GROUP 3	2025-11-03	46.61	29.40	76.01
	2026-05-04	48.05	31.00	79.05
309	ASPHALT BITUMINOUS STABILIZER PLANT			
310	CABLEWAY			
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)			
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)			
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER			
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)			
316	LOCOMOTIVE CRANE OPERATOR			
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE			
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)			
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)			
320	TANDEM SCRAPER			
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)			
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)			
GROUP 4	2025-11-03	46.25	29.40	75.65
	2026-05-04	47.68	31.00	78.68
323	AIR TRACK ROCK DRILL			
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)			
325	BACKFILLER OPERATOR			
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)			
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)			
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)			
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS			
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS			
331	CHIP HARVESTER AND TREE CUTTER			
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE			
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)			
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			

Attachment G

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338				
339				
340				
341				
342				
343				
344				
345				
346				
347				
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349				
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351				
352				
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356				
357				
358				
359				
360				
361				
362				
363				
364				
365				
366				
367				
368				
GROUP 5	2025-11-03	42.77	29.40	72.17
	2026-05-04	44.06	31.00	75.06
369				
370				
371				

Attachment G

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
372				
373				
374				
375				
376				
377				
378				
379				
380				
381				
382				
383				
384				
385				
GROUP 6	2025-11-03	41.37	29.40	70.77
	2026-05-04	42.60	31.00	73.60
387				
388				
389				
390				
391				
392				
393				
394				
395				
396				
397				
TRUCK DRIVERS				
GROUP 1	2025-11-03	41.35	24.70	66.05
	2026-05-01	43.29	25.40	68.69
601				
602				
603				
GROUP 2	2025-11-03	40.71	24.70	65.41

Attachment G

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
604	2026-05-01	42.63	25.40	68.03	
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK					
GROUP 3	2025-11-03	40.60	24.70	65.30	
	2026-05-01	42.51	25.40	67.91	
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4	2025-11-03	40.31	24.70	65.01	
	2026-05-01	42.21	25.40	67.61	
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	2025-11-03	47.10	24.40	71.50
702	BOILERMAKERS	2025-11-03	48.35	31.93	80.28
703	BRICKLAYERS	2025-11-03	49.91	28.34	78.25
		2026-05-01	52.91	28.34	81.25
704	CARPENTERS	2025-11-03	47.57	32.17	79.74
		2026-05-01	50.76	32.17	82.93
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
706	CEMENT MASONS	2025-11-03	49.63	27.82	77.45
707	ELECTRICIANS	2025-11-03	59.00	35.79	94.79
		2026-05-01	63.59	35.79	99.38

Attachment G

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
711 GROUND PERSON	2025-11-03	46.41	22.77	69.18
712 IRONWORKERS	2025-11-03	46.35	37.86	84.21
	2026-05-03	49.50	37.86	87.36
713 LINEMAN	2025-11-03	59.36	26.71	86.07
714 MILLWRIGHT	2025-11-03	42.95	37.81	80.76
	2026-05-01	46.15	37.81	83.96
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-11-03	48.00	29.09	77.09
	2026-05-04	50.50	29.09	79.59
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-11-03	47.71	31.98	79.69
	2026-05-01	50.90	31.98	82.88
717 PIPEFITTERS . STEAMFITTERS	2025-11-03	56.24	39.30	95.54
	2026-05-01	61.24	39.30	100.54
719 PLUMBERS	2025-11-03	61.28	31.52	92.80
721 SHEET METAL WORKERS	2025-11-03	56.71	35.82	92.53
	2026-05-01	60.96	35.82	96.78
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLL.PREVVAGE@STATE.MN.US			
724 TILE SETTERS	2025-11-03	34.76	23.29	58.05
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLL.PREVVAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2025-11-03	51.07	24.02	75.09
	2026-07-01	54.44	24.02	78.46
728 WIRING SYSTEMS INSTALLER	2025-11-03	35.78	18.73	54.51

Attachment G

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
729 ASBESTOS ABATEMENT WORKER	2025-11-03	41.23	25.99	67.22
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			