

MINNESOTA DEPARTMENT OF TRANSPORTATION

395 JOHN IRELAND BOULEVARD MS 650 ST. PAUL, MINNESOTA 55155

***** PROPOSAL *****
FOR HIGHWAY CONSTRUCTION AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 9:30 O'CLOCK A.M. ON
APRIL 27, 2007

Proposal of _____ PROGRESSIVE CONTRACTORS, INC. _____
14123 42ND STREET NE _____
PO BOX 416 _____
ST. MICHAEL, MN 55376-0416 _____
763.497.6100 _____

(AREA CODE-TELEPHONE NUMBER)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2005 EDITION"(USING English UNITS), ON FILE IN THE OFFICE OF THE COMMISSIONER OF TRANSPORTATION EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS, WHICH ARE PART OF THIS PROPOSAL, FOR:

STATE PROJECT NO. 2783-107 (T.H. 35W = 394) S07073

MINNESOTA PROJECT NO. IM 0353(306)

LOCATION: In Hennepin County on T.H. 35W North of T.H. 94 to Stinson Blvd. In the City of Minneapolis

TYPE OF WORK: Concrete Crack & Joint Repair, Concrete Planing, Concrete & Bituminous Surfacing, Bituminous Mill & Overlay, Anti-Icing System, Lighting, Guardrail, TMS, and Bridge Rehabilitation - Br. No.'s 27873, 27874, 27902, 27879B, 27879A, 27880A, 27880, 27903, 9340, 27888, 27887, 27893

LENGTH: 1.719 miles

STARTING DATE: June 4, 2007 COMPLETION DATE: October 26, 2007

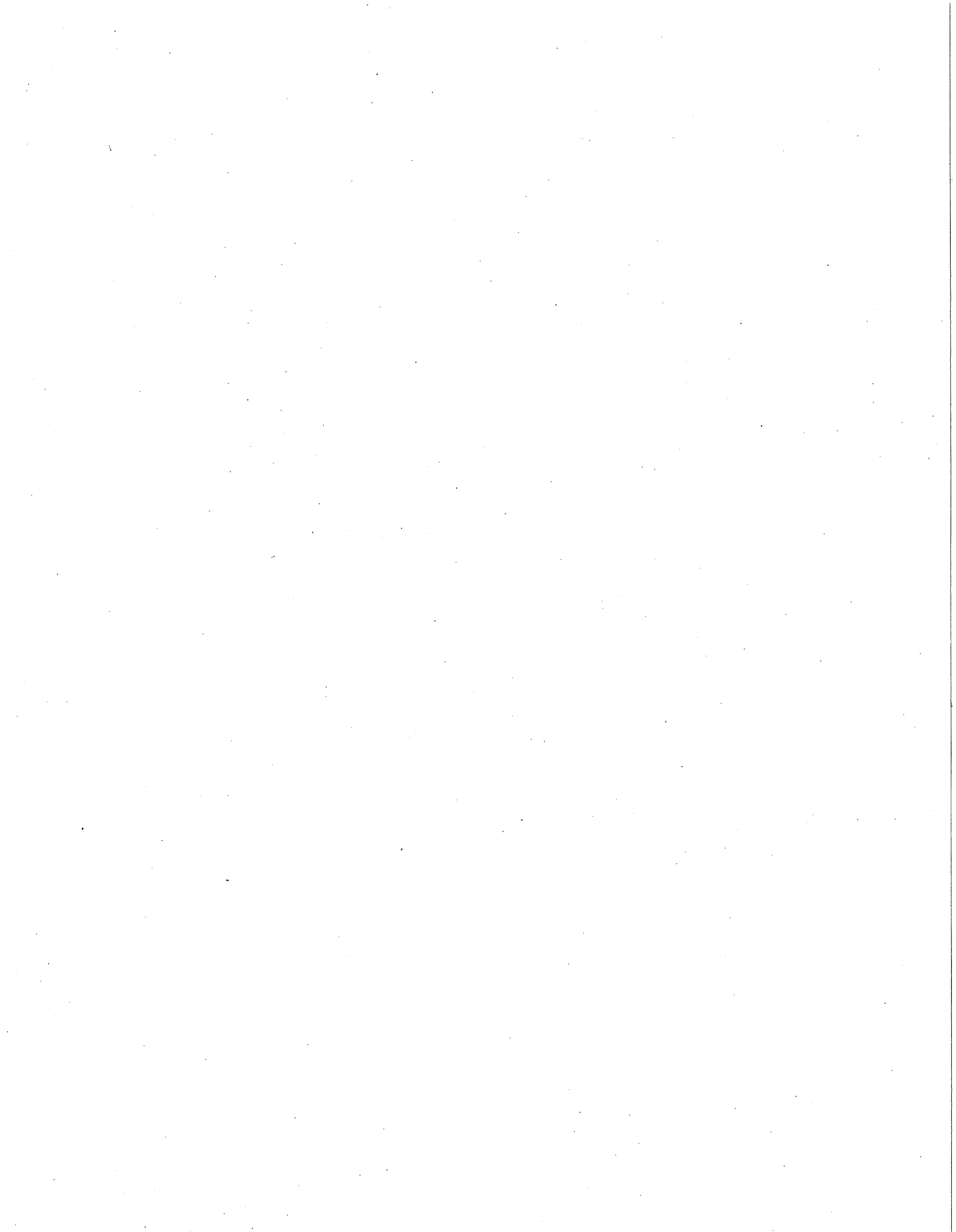
SAFO NOTICE TO BIDDERS: If you are submitting a bid via "Two Way Electronic" bidding, you need not return the hard copy proposal (all other requirements shall remain in effect). If you are utilizing ANY OTHER ACCEPTED METHOD OF BID SUBMITTAL, YOU MUST RETURN THIS COMPLETE PROPOSAL. You must initial changes made in the "Schedule of Prices" and acknowledge addenda on Form 21126D, which is attached to the back of this proposal.

I certify that this Proposal 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.

Elizabeth A. Buckley
Elizabeth A. Buckley, Special Provisions Engineer JMS
Lic. No. 15494 Date: March 26, 2007

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

This document is available in alternative formats to individuals with disabilities by calling 1-800-818-6869 or through the Minnesota Relay Service at 1-800-627-3529. vice at 1-800-627-3529.



To the Commissioner of Transportation of the State of Minnesota:

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

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

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

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

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

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

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

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

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

Appendix C to Part ____ - Contract Clause

NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal Executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal activities not directly related to a covered Federal action.

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and Technical Services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation

submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer), or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in _____, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under

paragraph (2) of this section. An event that materially affects the accuracy of this information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 of each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 or each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 or the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

BILLING CODE 3110-01-M

NOTICE

By signing and submitting this proposal, the prospective primary bidder is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why he/she cannot provide the certification set out below. Certification or explanation will be considered concerning Mn/DOT's determination whether to enter this transaction. Failure of the prospective primary participant to furnish a certification or a written explanation why he/she cannot provide the certification shall disqualify such people from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when Mn/DOT decided to enter this transaction. If it is later decided that the prospective primary participant knowingly rendered an erroneous certification, beyond other remedies available to the Federal Government, Mn/DOT may end this transaction for cause of default. The prospective primary participant shall provide immediate written notice to Mn/DOT if any time the prospective primary participant learns that his/her certification was erroneous when submitted or has become erroneous due to changed circumstances.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded as used in this clause have the meanings set out in the Definition and Coverage sections of the rules carrying out Federal Executive Order 12549 dated February 18, 1986. Bidders may contact Mn/DOT for assistance in obtaining a copy of these regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered, he/she shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by Mn/DOT. Nothing contained in this shall be construed to require establishment of system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The prospective primary participant further agrees by submitting this proposal that he/she will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by Mn/DOT without modification in all solicitations for lower tier covered transactions. A participant in a covered transaction may rely upon a certification of a prospective participant in a

lower tier covered transaction that he/she and his/her principals are not debarred, suspended, ineligible, or voluntarily excluded, from the covered transaction by any Federal agency, unless he/she knows that the certification is erroneous. A participant may decide the method and frequency by which he/she decides the eligibility of his/her principals.

Except as authorized by Mn/DOT, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, beyond other remedies available to the Federal Government, Mn/DOT may end this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters-Primary Covered Transactions

(I)(We) certify that the firm or any person associated with it in the capacity of owner, partner, director, officer, project director, manager auditor, or any position involving the administration of Federal funds:

- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by any Federal department or agency;
- have not within the three-year period preceding this proposal been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;
- are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above enumerated offenses;
- have not within a three year period preceding this application/proposal had one or more transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(I)(We) agree that (my)(our) signatures on this proposal form certification of "status" under penalty of perjury under the laws of the United States.

NOTICE TO BIDDERS

DEBARMENTS

DEPARTMENT OF TRANSPORTATION

The Commissioner of Transportation, in accordance with Minnesota Statute 161.315 (2004), and Minnesota Rules 1230.3000 et. seq., has debarred and disqualified the following persons and businesses from entering into or receiving a Minnesota Department of Transportation contract, or serving as a subcontractor or material supplier under such a contract. Under Minnesota Statute 161.315, this debarment also applies to county, town, home rule and statutory city contracts for goods or services. It is **YOUR RESPONSIBILITY** to make sure you do not use a debarred or suspended individual or business as a subcontractor or supplier of materials or services.

NAME	DATE OF DEBARMENT
Minnesota Valley Landscape Inc 14505 Johnson Memorial Dr Shakopee, MN 55379	June 17, 2005 Through June 17, 2008
David Allyn Lindstrom 14505 Johnson Memorial Dr Shakopee, MN 55379	June 17, 2005 Through June 17, 2008

DEPARTMENT OF ADMINISTRATION

The Department of Administration in accordance with Minnesota Rules 1230.1150 has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract.

NAME	DATE OF DEBARMENT
Jay Brothers, Inc. 9218 Lake Drive NE P.O. Box 700 Forest Lake, MN	June 26, 2006 Through June 26, 2009
Mark Jay Jay Brothers, Inc. 9218 Lake Drive NE P.O. Box 700 Forest Lake, MN	June 26, 2006 Through June 26, 2009
Michael Jay Jay Brothers, Inc. 9218 Lake Drive NE P.O. Box 700 Forest Lake, MN	June 26, 2006 Through June 26, 2009

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The Special Provisions for Bridge Construction (Division SB) and the tabulation of the bridge plans follows Division S in this Proposal.

The Special Provisions for Lighting Construction (Division SL) follows Division SB in this Proposal.

The Special Provisions for Signal Construction (Division SS) follows Division SL in this Proposal.

The Special Provisions for Traffic Sign Construction (Division ST) follows Division SS in this Proposal.

The Special Provisions for Traffic Management System Construction (Division SZ) follows Division ST in this Proposal.

Attached: Attachment "MODIFIED DYNAMIC CONE PENETROMETER (DCP) 5-692.255 modified"
Fuel Escalation Clause
Guidelines for Approval of Computer Generated Schedule of Prices
Attachment "Schedule of Materials Control"
Attachment "Combined 2360/2350 (Gyratory/Marshall Design) Specification"
Disadvantaged Business Enterprise
Equal Opportunity Employee Provisions
Stipulation for Foreign Iron or Steel Materials
Bid Bond Form No. 21816

PROJECT PLANS

The Plans for this Project, consisting of the sheets tabulated below, were approved by the State Design Engineer.

PROJECT NO.	TYPE OF WORK	TOTAL SHEETS	SHEET NO.	DATE OF APPROVAL
2783-107	Concrete Crack & Joint Repair, Concrete Planing, Concrete & Bituminous Surfacing, Bituminous Mill & Overlay, Anti-Icing System, Lighting, Guardrail, TMS and Bridge Rehabilitation - Br. No.'s 27873, 27874, 27902, 27879B, 27879A, 27880A, 27880, 27903, 9340, 27888, 27887.	396	1-44C 45-53 55-86 88-107 110-154A 155-396	March 22, 2007

New or revised sheets were approved as listed below:

PROJECT NO.	SHEET NO.	DATE OF APPROVAL

INDEX TO DIVISION SB

DIVISION SB

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SB-1	Bridge Plans	1-SB
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SB-3	(1706) Employee Health and Welfare	1-SB
SB-4	(1709) Navigable Waterways - Br. No. 9340	2-SB
SB-5	(1717) Air, Land and Water Pollution	3-SB
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SB-7	Anti-Icing System – Br. No. 9340.....	4-SB
SB-8	(2401) Concrete Bridge Construction	9-SB
SB-9	(2402) Steel Bridge Construction	14-SB
SB-10	(2404) Concrete Wearing Course for Bridges	18-SB
SB-11	(2433) Structure Renovation.....	22-SB
SB-12	Concrete Surface Repair - Br. Nos. 27874, 27879, 27879A, 27880, 27880A, 27902	44-SB
SB-13	(2461) Structural Concrete.....	56-SB
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BRIDGE PLANS

The plans for this Project, consisting of the sheets tabulated below, were approved by the State Bridge Engineer.

<u>BRIDGE NO.</u>	<u>TOTAL SHEETS</u>	<u>SHEET NO.</u>	<u>DATE OF APPROVAL</u>
9340	14	3-16	Feb. 7, 2007
27873	13	17-29	Feb. 7, 2007
27874	15	30-44	Feb. 7, 2007
27879 & 27879A	12	45-56	Feb. 7, 2007
27880 & 27880A	15	57-71	Feb. 7, 2007
27887	8	72-79	Feb. 7, 2007
27888	8	80-87	Feb. 7, 2007
27893	1	88	Feb. 7, 2007
27902	16	89-104	Feb. 7, 2007
27903	15	105-119	Feb. 7, 2007

New or revised sheets were approved as listed below:

<u>BRIDGE NO.</u>	<u>SHEET NO.</u>	<u>DATE OF APPROVAL</u>
-------------------	------------------	-------------------------

I hereby certify that the Special Provisions for bridge construction (Division SB) contained in this Proposal were 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.



(Steven W. Ellis)

Date: 2/9/07 Lic. No. 10783

S.P. 2783-107 (TH 35W)
ELECTRIC LIGHTING SYSTEM

INDEX
SL SECTION

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SL-2	(2104) Removing Miscellaneous Structures.....	1-SL
SL-3	(2104) Haul Salvaged Material.....	2-SL
SL-4	(2545) Electric Lighting System.....	3-SL

I hereby certify that the Special Provisions for lighting construction (Section SL-1, SL-2, SL-3 and SL-4) contained in this proposal were 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.



Sheila M. Johnson, P.E., PTOE

Lic. No. 26804 Date 3-7-07

S.P. 2783-107 (TH 35W)
ELECTRIC LIGHTING SYSTEM

DIVISION SL
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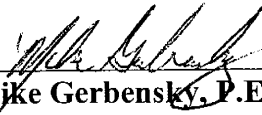
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S.P. 2783-107 (T.H. 35W)
TRAFFIC CONTROL SIGNALS

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SS-1 (1802)	Qualification of Workers	1-SS
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I hereby certify that the Special Provisions for signal construction (Sections SS-1 and SS-2) contained in this proposal were 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.



Mike Gerbensky, P.E.

Lic. No. 19863 Date 12/12/06

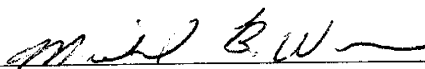
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SECTION NO.	ITEM NO.	PAGE NO.
ST-1	(2104) Removing Miscellaneous Structures	1-ST
ST-2	(2564) Traffic Signs and Devices	1-ST

I hereby certify that the Special Provisions for traffic sign construction (Division ST) contained in this proposal were 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.



Micheal B. Weiss

Lic. No. 10502

Date 2/20/07



Minnesota Department of Transportation

Transportation Building

395 John Ireland Boulevard
Saint Paul, Minnesota 55155-1899

Pre Letting Services
Mail Stop 692
Tel: 651-366-4615
Fax: 651-366-4680

April 17, 2007

TO: All Planholders of Record

SUBJECT: State Project No. 2783-107 (T.H. 35W = 394)

Minnesota Project No. IM 0353(306)

Addendum No. 1

Date of Letting: APRIL 27, 2007

A) Section SB-9.1 of the Division SB of the Special Provisions is hereby deleted, and the following is substituted therefore:

SB-9.1 Expansion Joint Devices

This work consists of installing expansion joint devices, including glands, which are to be furnished and delivered under a separate contract. The lubricant adhesive for installing the glands will be furnished with the devices. The devices will be one of the following types:

- "Steelflex SSA2 Series" as manufactured by D.S. Brown Co.
- "WABO Strip Seal" as manufactured by Watson Bowman Acme Corp.

Approximately 500 linear feet of the devices, including glands, for Bridge No. 9340 (depending on the lengths required to make complete devices) and the appropriate curb plates are required to be delivered by June 15, 2007; with the remainder of the devices, glands and curb plates delivered by July 2, 2007.

For more information regarding the expansion joint contract, the Contractor may contact:

Barry Nelson
Mn/DOT Project Engineer
Ph. 651-406-4725

A. The Contractor shall perform the following work:

1. Remove filler material and clean all neoprene to steel contact areas of all dirt, oil, grease, or other contaminants before installing the neoprene gland.
2. Lightly sandblast the contact areas so as to roughen but not damage the galvanized surface just before applying the lubricant adhesive.
3. Apply lubricant adhesive on both neoprene and steel contact areas when installing the gland.
4. Install the gland with tools recommended by the manufacturer for gland installation (use of other tools is prohibited).

B. Method of Measurement

Measurement for installation of the expansion joint devices will be by the total length in linear feet for each bridge.

C. Basis of Payment

Payment for Item No. 2402.603, "INSTALL EXPANSION JOINT DEVICES", will be made at the Contract price per linear foot and shall be compensation in full for all costs of installing the expansion joint devices as described above.

B) The first paragraph under Section 11.9 of the Division SB of the Special Provisions is hereby deleted, and the following is substituted therefore:

This work consists of placing grouted reinforcement bar anchorages at the interface of the **backside** of the new F-barriers, and at the interface of the new end posts and the adjacent surface of the removal areas on the **backface** of the abutments. Pullout tests are not required.

C) The following is hereby added to Section SB-11 of the Division SB of the Special Provisions.

SB-11.23 Anchorages Type Reinforcement Bars

A. Description of Work

This work consists of placing drilled-in reinforcement bar anchorages at the interface of the front face of the new F-barriers, and at the end posts and the in-place concrete. Vertical anchorages at the **front face** of the barriers and in the **endposts** shall be anchored with an epoxy adhesive and tested for pullout strength. Anchorages shall be of the size indicated in the Plans.

Anchorages shall be embedded to a minimum depth of 8 times the bar diameter or to a depth that will develop the Minimum Ultimate Pullout Strength given in the table below.

B. Pullout Tests

The pullout tests, in accordance with ASTM E 488, shall be performed and certified by an independent testing laboratory. The Contractor shall furnish the Engineer with the test reports and the specification sheets that are prescribed by ASTM E 488.

The Contractor shall demonstrate the rebar anchorages at the first site of field installation prior to actual use in the Project. The demonstration shall include installation and static tension tests in the presence of the Engineer in accordance with test procedures prescribed in ASTM E 488. No portion of the testing device shall bear on the concrete surface within a distance equal to the anchorage embedment depth. Three anchorages of each rebar size shall be tested to not less than the proof load given in the table below. Failure of any anchorage tested will require modification of installation procedures or use of a different anchorage system and shall be retested.

Rebar Size	Minimum Embedment	Minimum Ultimate Pullout Strength	Rebar Anchorage Proof Load
No. 16	5 inches	30,000 pounds	15,000 pounds
No. 29	9 inches	96,000 pounds	48,000 pounds

C. Method of Measurement

Measurement will be by the single unit for each acceptable anchorage installed. Anchorages installed that are not shown in the Plans or ordered by the Engineer will not be measured for payment.

D. Basis of Payment

Payment for Item No. 2433.516, "ANCHORAGES TYPE REINFORCEMENT BARS", at the Contract price per each shall be compensation in full for all costs of furnishing, placing, and testing the reinforcement bar anchorages complete in place.

Bidders shall acknowledge the receipt of this addendum according to the provisions of Mn/DOT 1210.

Sincerely,



Mukhtar Thakur, P.E.
State Design Engineer



Minnesota Department of Transportation

Transportation Building

395 John Ireland Boulevard
Saint Paul, Minnesota 55155-1899

Pre Letting Services
Mail Stop 692
Tel: 651-366-4615
Fax: 651-366-4680

April 23, 2007

TO: All Planholders of Record

SUBJECT: State Project No. 2783-107 (T.H. 35W = 394)

Minnesota Project No. IM 0353(306)

Addendum No. 2

Date of Letting: APRIL 27, 2007

A) The Attached Division SZ is hereby added to the proposal.

Bidders shall acknowledge the receipt of this addendum according to the provisions of Mn/DOT 1210.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mukhtar Thakur', with a circled '(for)' written below it.

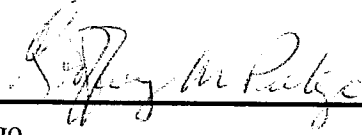
Mukhtar Thakur, P.E.
State Design Engineer

Attachment:
Office of Electronic Communications

March 8, 2007

Office of Electronic Communications

I hereby certify that Special Provisions for the Traffic Management System (Division SZ), contained in this proposal were 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.



Geoffrey M. Prelgo

License # 26530

Date: March 8, 2007

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DIVISION SZ**SZ-1** **(1101) ABBREVIATIONS**

The provisions of Mn/DOT 1101 are hereby supplemented with the following:

SZ-1.1 The following is added to Mn/DOT 1101.1 GLOSSARY OF ABBREVIATIONS:

BNC	Bayonet Neill-Concelman
DC	Direct Current
HOV	High Occupancy Vehicle
JB	Junction Box
FO	Fiber Optic
KA	Kilo Amperes
LED	Light Emitting Diode
NMS	Network Management System
P-P	Peak-to- Peak
PTZ	Pan, Tilt, Zoom
SCTE	Society of Cable Television Engineers
SGU	Sheath Grounding Unit
SNR	Signal to Noise Ratio
SS	Stainless Steel
TDM	Time Division Multiplexer
TWP	Twisted Wire Pair
XLP	Crosslinked Polyethylene
V	Volt

SZ-1.2 **UNITS**

°F	Degree Fahrenheit
----	-------------------

SZ-1.3 **SYMBOLS**

π	pi (3.1416)
<	less than
>	greater than

SZ-1.4 **CONVERSIONS**

1 inch	25.4 millimeters (mm)
1 inch ²	645 mm ²
1 inch ³	16,400 mm ³
1 yd ³	0.76 m ³
1 liter	61 in ³
1gallon	3.785 liters
1 pound mass	0.4536 kg

SZ-2**(1103) DEFINITIONS**

The provisions of Mn/DOT 1103 are hereby supplemented with the following:

AS BUILT PLANS

Copies of the original Plan and Plan Detail sheets with changes and additions to the Contract marked in the color red.

COMPONENT OPERATIONS AND MAINTENANCE (O&M) MANUALS

Operation and Maintenance Manuals pertinent to the F&I components for the Project.

SPECIFICATIONS

Detailed descriptions of a device or devices including physical and operating characteristics.

SUBMITTAL

Documentation of proposed, materials, products, equipment or processes.

SCHEMATICS

Diagrams using standard symbols to show the function.

HAS MET

A Manufacturer's product that has been in conformance with the specifications required in these Special Provisions. The Contractor may submit any other Manufacturer's product of equal quality for approval.

SZ-3**MATERIALS**

The following provisions shall apply to Materials:

SZ-3.1 Materials and equipment conform to local codes and ordinances; the National Electrical Manufacturers Association (NEMA); the Electronics Industries Association (EIA); the Telecommunications Industries Association (TIA); the 2005 edition of Minnesota Department of Transportation Standard Specifications for Construction; these special provisions; and the Plan.

SZ-3.2 The Contractor warrants all F&I materials and workmanship as well as workmanship on materials that were paid for as an Install item for six months from completion and acceptance of the work. The warranty period begins when the Contractor completes all construction obligations, documented as the Final Completion Date on the Change in Construction Status report.

SZ-4**TMS INTEGRATOR**

A Mn/DOT TMS Integrator will be assigned to the job and is the liaison between the RTMC, Mn/DOT Construction Administration, and the Contractor. Contact information and TMS Integrator responsibilities are as follows:

SZ-4.1 The phone and pager number for this Integrator will be given out at the pre-construction meeting. If this Integrator is not reachable you can use TMS construction pager: (612) 640-6815.

SZ-4.2 The System Integrator is responsible for the following:

(A) Recommending approval or disapproval of components and/or methods to the Project Engineer;

(B) Reviewing the documentation and certification of test device calibration (to ANSI specified guidelines which call for an annual calibration of test equipment) used to measure the following:

- a. Electrical characteristics of power and signal control cables.
 - b. Insulation characteristics of power and signal control cables.
 - c. Optical cable test equipment.
- (C) Making recommendations for the approval of documentation, test results, and submittals for Mn/DOT.
- (D) Reviewing and making recommendations for the acceptance of the required documentation for the following items related to the system and the cabinet:
- a. Specifications.
 - b. Shop drawings.
 - c. Measured and recorded values.

SZ-5**LABELING**

The following provisions shall apply to Labeling:

- SZ-5.1 Secure identifying labels to each fiber, cable, component, cabinet in the manner described in the Plan and these Special Provisions.
- SZ-5.2 Contractor shall not use wire ties for labeling cables.
- SZ-5.3 Labeling component, fiber, wire, and cable shall be considered incidental for which no direct compensation will be made.

SZ-5.4 **LOOP DETECTORS**

The following provisions shall apply to labeling Loop Detectors (see TMS Loop Detector Typical in the plans):

- (A) Label with loop identification number and function. The loop lead-in at approximately 1.5 m (5 feet) from the point where the lead enters the TMS cabinet (use white electrical tape);
- (B) The identifications to each loop detector lead-in cable and loop wire (see detail) in the hand hole containing the splice to the loop conductor (both the lead-in cable and the loop wires are marked with identifiers.)

SZ-6**PROJECT DOCUMENTATION SUBMITTALS**

This work shall consist of Project Documentation Submittals, which shall be in accordance with the Mn/DOT Standard Specifications, Mn/DOT Standard Plans/Plates, the Plans, and the following:

- SZ-6.1 Project Documentation Submittals shall be presented directly to the Engineer. Project Documentation Submittals shall be presented, as a complete package unless prior authorization is made with the Engineer. No payment for any item requiring submittal shall be made until a submittal package is received and approved by the Engineer.
- SZ-6.2 Project Documentation Submittals are required for the following items:
- (A) TMS Components.
 - (B) Testing of FO, Electric, and Electronic Cable.

SZ-6.3 **TMS COMPONENTS**

The following provisions shall apply to project component documentation submittals for

Components:

- (A) Two separate copies of project Component documentation shall be submitted as a complete and organized package unless otherwise directed by the Engineer.
- (B) The Contractor shall submit two sets of component specifications and/or shop drawings for each project component, assembled or whole, to the Engineer.
- (C) Project Component documentation submittal packages shall be reviewed by the Mn/DOT System Integrator. The System Integrator shall make a recommendation to the Engineer within 2 weeks of receipt. The Engineer shall approve or disapprove proposed TMS Components based on the recommendation of the Mn/DOT System Integrator. The project Component documentation submittal package shall be approved by the Engineer prior to installation of or payment for the Component.
- (D) Project Component documentation submittals shall include the manufacturer's name, manufacturer's specification, and/or detailed drawings for the following Components:
 - a. Lead-in cables.
 - b. Splice encapsulators.
 - c. Loop sealants.
 - d. Detector loops.
 - e. Industry accepted lubricants for cable pulling.
- (E) It is not necessary to submit manufacturer's information for components already identified as meeting the specification in the "has met" statement.
- (F) The Contractor shall complete the check-off list for "Has Met" items and include this list as part of the Project Documentation Component Submittal package. See **SUBMITTAL HAS MET CHECK-OFF LIST** on Page 7.

SZ-6.4 **ELECTRIC AND ELECTRONIC CABLE TESTING**

The following provisions shall apply to project documentation submittals for Electric and

Electronic Cable Testing:

- (A) The Contractor shall provide loop detector factory testing documentation. The Contractor shall use the form provided in these Special Provisions to record the factory test data immediately before installing the loop. See **Mn/DOT TMC LOOP DETECTOR TEST REPORT** on Page 12.
- (B) The Contractor shall fill out the form provided in these special provisions for test equipment calibration information and certification documentation. See **Mn/DOT TMC LOOP DETECTOR TEST REPORT** on Page 12. The calibration certificate shall be dated no more than one year prior to the last date of cable testing. Cable testing shall be rejected if calibration certificates are out of date.

SZ-6.5 PROJECT DOCUMENTATION SUBMITTALS includes but is not be limited to Components, FO Cable Testing, Electric and Electronic Cable Testing, and all materials and labor necessary to prepare and submit the Project Documentation Submittals. PROJECT DOCUMENTATION SUBMITTALS shall be considered incidental for which no direct compensation will be made.

SZ-6.6 **SUBMITTAL HAS MET CHECK-OFF LIST**

The Contractor shall complete the following check-off list for "has met" items and include this list as part of the submittal package:

<i>Product Manufacturer</i>	Material Description	Special Provisions Section	"Has Met" Part Number (No Data Sheet required if "has met" listed here)	<i>Data Sheet</i> Provided (✓)
	Cable Pulling Lubricant	SZ-7		
	Detector Loop wire	SZ-13.2		
	Splice Encapsulator	SZ-13.3		
	Loop Sealant	SZ-13.1		

SZ-7 **INDUSTRY ACCEPTED LUBRICANTS FOR ALL CABLES**

The following provisions shall apply to Industry Accepted Lubricants for all Cables:

- SZ-7.1 The "Industry Accepted Lubricants" referenced in 2550.3, used during cable pulling operations are compatible with cable insulation materials and do not deteriorate the cable insulation. The following cable pulling lubricants have met the requirements for materials compatibility: Ideal - Yellow 77 Plus, Greenlee - Cable Cream, Polywater - Dyna Blue.

SZ-8 **CABLE REPAIR**

Cable Repair shall be in accordance with the Mn/DOT Standard Specifications, Mn/DOT Standard Plans/Plates, the Plans, and the following:

- SZ-8.1 The Contractor shall stock approved splice kits to repair any Mn/DOT cable that may be damaged by construction activities.
- SZ-8.2 Notify the Engineer and System Integrator of any damaged cable or damaged conduit that contains cables before starting repair.
- SZ-8.3 Electric, electronic, video and telephone cables are found within the project limits and may be impacted or are replaced by construction activities. The Contractor shall exercise caution when working near existing cables. Exercise caution and dig by hand or utilize a vacuum excavator when within two feet of exposing the existing cables.
- SZ-8.4 Nicks or abrasions caused by exposing any cable by hand digging shall be sealed with rubber splicing tape. Seal nicks that penetrate through the cable jacket to the armor, with a cast epoxy kit. 3M Scotchcast kits and 3M Scotch #23 rubberized splicing tape have met the requirements for sealing nicks and abrasions.
- SZ-8.5 Temporary, twisted pair, control cable splices shall be repaired with button style, gel filled, crimp-on butt splices enclosed in zippered poly bags. Protect the splices in an approved manner, above ground, until the permanent splices are installed. The 3M UY2 Butt Connector has met the above specification.
- SZ-8.6 Permanent repairs to twisted pair cables shall require enclosures that are rigid-body, non-re-entenable, made of translucent polypropylene, and packed with a urethane compound. Button style and crimp-on butt splices shall be used within the enclosure. Rubber tape shall be used to seal the ends of the enclosure. The enclosure is available in 4-pr, 18-pr, and 50 pr sizes. 3M Scotchcast

product numbers 8981-07, 8982-07, and 8983-07, respectively, have met the specification for rigid-body, permanent enclosure.

SZ-8.7 Cables severely damaged and not replaced in a timely manner, shall be repaired and maintained until cable replacement is made.

SZ-8.8 CABLE REPAIR includes but is not be limited to devices, enclosures, and all materials and labor necessary to construct the Cable Repair. CABLE REPAIR shall be considered incidental for which no direct compensation will be made.

SZ-9 CABLE REPLACEMENT

Cable Replacement shall be in accordance with the Mn/DOT Standard Specifications, Mn/DOT Standard Plans/Plates, the Plans, and the following:

SZ-9.1 Install new cable for cable severely damaged by contract activities. New cable shall be installed between existing terminations or vaults, as appropriate.

SZ-9.2 Approved materials shall be used to replace severely damaged cables.

SZ-9.3 CABLE REPLACEMENT includes but is not be limited to devices, enclosures, and all materials and labor necessary to construct the Cable Replacement. CABLE REPLACEMENT shall be considered incidental for which no direct compensation will be made.

SZ-10 ELECTRIC AND ELECTRONIC CABLES

Electric and Electronic Cables shall be in accordance with the Mn/DOT Standard Specifications, Mn/DOT Standard Plans/Plates, the Plans, and the following:

SZ-10.1 Splices are not allowed in electric or electronic cables without the TMS Integrator approval.

SZ-10.2 Power, Control, and RF cables shall be one-piece cables between termination points. do

SZ-10.3 When using crimp-on connectors, the Contractor shall execute the following operations:

- a. Install the insulation of electrical cables deep enough into the lug that the insulation acts as a strain relief.
- b. Crimp both the conductor and the insulation to the lug.
- c. Form the crimps with an appropriate ratchet style crimp tool.

SZ-10.4 Maintain the electrical continuity of the Electric and Electronic Cable shields. Ground all Electric and Electronic Cable shields entering cabinets and splice enclosures. Shield bonding shall comply with RUS splicing Standard PC-2, Section 3.3 and bonding connectors shall comply with RUS standard PE-33 (Cable Shield Connectors).

SZ-10.5 Protect non-terminated Power and Control cables, located in handholes from moisture intrusion by providing epoxy encapsulation for cable ends. It is not necessary to provide epoxy protection for non-terminated cable ends in control/splice cabinets. All cables must meet performance tests prior to acceptance.

- SZ-10.6 ELECTRIC AND ELECTRONIC CABLES includes but is not be limited to crimping connectors, grounding, maintaining electrical continuity protecting non-terminated, and all materials and labor necessary for the construction of ELECTRIC AND ELECTRONIC CABLES. ELECTRIC AND ELECTRONIC CABLES shall be considered incidental for which no direct compensation will be made.

SZ-11 (2550) LEAD-IN CABLE 2 CONDUCTOR NO 14

This work shall consist of furnishing and installing Lead-in Cable 2 Conductor No. 14, which shall be in accordance with the Mn/DOT Standard Specifications, Mn/DOT Standard Plans/Plates, the Plans, and the following:

- SZ-11.1 The Loop Detector Lead-in Cable shall comply with Mn/DOT 3815 and the International Municipal Signal Association, Inc. Specification No. 50-2; Polyethylene insulated, Polyethylene Jacketed Loop Detector Lead-in Cable.
- SZ-11.2 Use a flat strap to pull cable through conduit to alleviate damage to the NMC bushings in the hand hole. Pulling cable with round rope is permitted in conduit that has an RSC bushing.
- SZ-11.3 The Lead-in Cable 2 Conductor No. 14 ends shall be protected at the handhole if the cable is not spliced immediately.

SZ-11.4 MEASUREMENT AND PAYMENT

Measurement will be made by the length of Lead-in Cable 2 Conductor No. 14 furnished and installed complete in place as specified. Payment will be made under Item 2550.532 (LEAD-IN CABLE 2 CONDUCTOR NO 14) at the Contract bid price per linear foot, which shall be compensation in full for all costs incidental thereto, including but not limited to pulling cable, protecting conductor ends, and all materials and labor necessary to construct the Lead-in Cable 2 Conductor No. 14.

SZ-12 (2550) REMOVE CABLES

This work shall consist of Removing Cables, which shall be in accordance with the Mn/DOT Standard Specifications, Mn/DOT Standard Plans/Plates, the Plans, and the following:

- SZ-12.1 Remove Cable as shown in the Plan by extracting designated cables from existing conduit in a manner that is harmless to the cables that shall remain intact.
- SZ-12.2 All removed Cables shall become the property of the Contractor and shall be disposed of outside of the Right of Way.
- SZ-12.3 No measurement will be made of the various Items that constitute Remove Cables but all such work will be construed to be included in the single Lump Sum payment under Item 2550.601 (Remove Cables).

SZ-13 (2550) LOOP DETECTOR DESIGN SAWCUT

This work shall consist of furnishing and installing a Loop Detector Design Sawcut, which shall be in accordance with the Mn/DOT Standard Specifications, Mn/DOT Standard Plans/Plates, the Plans, and the following:

SZ-13.1 INSTALLATION REQUIREMENTS

The following provisions shall apply to the Installation requirements for Loop Detector Design Sawcut:

- (A) Detector loops vary in size. Loop sizes given in the Plan are approximate. The size of the detector loop is dependant upon the service location. Loops on freeway ramps may be wider than loops in mainline lanes. Loop sizes shall be changed in the field to the actual size needed to comply with the Plan detail.
- (B) The Contractor shall submit specifications for the loop conductor, splice encapsulator, and sealant to the Engineer. The Engineer must approval each submittal before installation of, or payment for the component is authorized.
- (C) Loop detector conductor cable and lead-in conductor cable tests will be performed by a Mn/DOT representative.
- (D) Provide lane Identification markings, as described in the Plan Detail, on loop detector conductor tail cable and on lead-in conductor cable in the handhole and on the lead-in conductor cable in the cabinet.
- (E) Locate each loop in the center of the lane and approximately one meter (three feet) from any transverse pavement joints.
- (F) Existing handholes (installed by others) may require cleaning prior to use by the Contractor.
- (G) Splicing of the loop detector wire to the lead-in cable wire includes the following:
 - a. Use rosin core solder or rosin flux and solder to fasten the loop conductor to the loop lead-in conductors.
 - b. Place a wire nut over the soldered splice and install the splice through the cap into the tube of the splice kit (install both loop conductor and lead-in conductor splices into the same end of the encapsulator tube).
 - c. Attach the splice to the eyebolt near the top of the hand hole (install an eyebolt if it is missing).
 - d. Install the splice encapsulator per the Plan Detail.

SZ-13.2 **CONDUCTOR**

The following provisions shall apply to the Conductor for Loop Detector Design Sawcut:

- (A) The Conductor shall be 1/C No. 16 or No. 14 AWG and Insulated with XLP or XHHW jacket;
- (B) 6 mm (0.25 inches) in diameter; Encased with a flexible, black, 0.81 mm (0.032 inch) thick polyethylene jacket; Temperature rated to 205 °C; and is spliced to the 2/C No.14 in the handhole.

SZ-13.3 **LEAD-IN SPLICE ENCAPSULATOR**

The following provisions shall apply to the Lead-in Splice Encapsulator for Loop Detector Design Sawcut:

- (A) Detector loop and lead-in conductor wires shall be spliced as directed in the Plan Detail "TMS Loop Detector Typical – Part Two". The Splice protection device is:
 - a. Designed for use in weather exposed or direct burial locations,
 - b. For making splices on unshielded synthetic insulated cables,
 - c. UL listed for direct burial and submerged applications up to 600 volts,
 - d. Capable of withstanding temperatures up to 90 °C,
 - e. Capable of accommodating conductor cable and connector outside diameters of up to 15.8 mm (5/8 inches).
 - f. The 3M 82-A Series Power Cable Splice Kit has met the above specification.

- (B) The Contractor may submit splice protection of equal quality for approval.

SZ-13.4 **NMC CONDUIT**

The following provisions shall apply to the NMC Conduit for Loop Detector Design Sawcut:

- (A) The tails of the detector loop are protected with an appropriately sized NMC between the edge of traveled way and the handhole.
- (B) A 21 mm (0.825 inch) NMC conduit is an acceptable size for the Handhole Entrance Conduit (see Plan detail for installation requirements).
- (C) Openings cut in the handhole to insert conduit shall be sealed with a material compatible compound to make the opening watertight.
- (D) Conduit placement may require cutting and removing and replacement of some shoulder material.

SZ-13.5 **PROTECTING CONDUCTOR CABLE ENDS**

The following provisions shall apply to Protecting Conductor Cable Ends for Loop Detector Design Sawcut:

- (A) Protect un-spliced loop Conductor Cable Ends and lead-in Conductor Cable Ends whenever cable ends are left exposed in a handhole for extended periods (more than a few days) or whenever water is present. Protect the unspliced Conductor Cable Ends by enclosing them in an epoxy encapsulant and attaching the protected cables to the eyebolt near the top the handhole. Install an eyebolts as needed.

SZ-13.6 **SPLICING EXISTING LEAD-IN CONDUCTOR CABLE**

The following provisions shall apply to Splicing Existing Lead-in Conductor Cable for Loop Detector Design Sawcut:

- (A) Verify that existing loop conductor cable identification markings (lane and cabinet ID) are correct and consistent with the Plan detail prior to cutting the splice to the Existing Lead-in conductor Cable.
- (B) Splice the existing lead-in conductor cable to the new loop detector conductor cable.
- (C) Notify the Engineer following the installation of the splice. A Mn/DOT representative will test the loop and lead-in system and terminate the lead-in within seven days.

SZ-13.7 **TESTING AND TERMINATION**

The following provisions shall apply to Testing and Termination of the Loop Detector Design Sawcut:

- (A) The TMS Integrator shall have the following responsibilities:
- a. Terminating the lead-in cables on the compression terminal block in the control cabinet.
 - b. Testing of the Loop Detector Design Sawcut.
 - c. Setting up the Loop Detector Design Sawcut.
- (B) The Contractor is responsible for notifying the Engineer when the Loop Detector Design Sawcut conductor cable and lead-in cable are ready for Testing and Termination.

SZ-13.8 MEASUREMENT AND PAYMENT

Measurement will be made by the each constructed as specified. Payment will be made under Item 2550.602 (LOOP DETECTOR DESIGN SAWCUT) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to Installation Requirements, Conductor, Lead-in Splice Encapsulator, NMC Conduit, Protecting Conductor Cable Ends, Splicing Existing Lead-in Conductor Cable, Testing and Termination, and all materials and labor necessary to construct the Loop Detector Design Sawcut.

SZ-13.9 Mn/DOT TMC LOOP DETECTOR TEST REPORT

SP NUMBER
CABINET ID
LOCATION

DATE
CONTRACTOR
INTEGRATOR

TEST EQUIPMENT MANUFACTURER / MODEL
TEST EQUIPMENT CALIBRATION / CERTIFICATION DATE
TEST EQUIPMENT FREQUENCY AND RANGE

Loop Name						
Size (in meters)						
Number of turns						
Conductor Gauge						
Lead-in length						
L at HH (in H)						
Factory Test Results (MHY)*						
L at Cabinet (in H)						
Insulation Resist. (>100 M at HH)						
Factory Test Results (MEG)*						
Insulation Resistance (>100 M at cab)						
Resistance at HH (in)						
Factory Test Results (OHM)*						
Resistance at Cabinet (in)						
Detector Module Channel Frequency Switch Setting						
Detector Module Channel Sensitivity Switch Setting						

Factory test information from the yellow label on the loop tail of a NMC / Preformed loop.

SZ-14 **(2550) FIBER OPTIC ENCASEMENT**

This work consists of exposing the existing fiber optic and 12/pr no. 19 cables in the locations shown on sheet 376 of 396. In these locations the proposed subsurface drainage system will be crossing the existing cables. Hand digging or vacuum excavating methods shall be used to expose the existing cables at all crossings with the proposed subsurface drainage system. Any damage to the existing cables shall be paid for at the contractor's expense. This work shall be in accordance with the details shown on Sheet 385 of 396, the applicable Mn/DOT Standard Specifications and the following:

Measurement will be made by the linear foot constructed as specified. Payment will be made under Item 2550.603 (FIBER OPTIC ENCASEMENT) at the Contract bid price per linear foot, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to encase the cables. Any damage caused to the existing cables shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

FEDERALLY FUNDED CONSTRUCTION CONTRACTS
SPECIAL PROVISIONS DIVISION A - LABOR
February 1, 2006

I. PREAMBLE

It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.¹

Therefore, the department shall administer this contract pursuant to the **Federal Davis-Bacon and Related Acts, Required Contract Provisions Federal-Aid Construction Contracts, Form-1273, U.S. Department of Labor's Field Operations Handbook, State of Minnesota Statutes and Rules, MN/DOT's Standard Specifications for Construction, MN/DOT's Contract Administration Manual and MN/DOT's State Aid Manual.**

II. DEFINITIONS²

- A. **Contract**: The written agreement between the contracting authority and the prime contractor setting forth their obligations, including, but not limited to, the performance of the work, the furnishing of labor and materials, the basis of payment, and other requirements contained in the contract documents.
- B. **Contracting Authority**: The political subdivision, governmental body, board, department, commission, or officer making the award and execution of contract as the party of the first part.
- C. **Contractor**: The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.³
- D. **Department**: The Department of Transportation of the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the contract work within its jurisdiction.
- E. **First Tier Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.
- F. **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 that provides construction services to a public works project.⁴
- G. **Laborer or Mechanic**: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.⁵
- H. **Plan**: The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the work to be done.
- I. **Prime Contractor**: The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

¹ Minnesota Statute 177.41

² MN/DOT Standard Specifications for Construction, Section 1103

³ Minnesota Statute 177.44, Subdivision 1

⁴ Minnesota Rules 5200.1106, Subpart 7(A)

⁵ Minnesota Rules 5200.1106, Subpart 5(A)

- J. **Project:** The specific section of the highway, the location, or the type of work together with all appurtenances and construction to be performed under the contract.
- K. **Second Tier Subcontractor:** An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.
- L. **Special Provisions:** Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.
- M. **Specifications:** A general term applied to all directions, provisions, and requirements pertaining to performance of the work.
- N. **Subcontractor:** An individual, firm, corporation, or other entity to which the prime contractor or subcontractor sublets part of the contract.
- O. **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.⁶
- P. **Trucking Broker:** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided and making payment to the providers for the services.⁷
- Q. **Trucking Firm/Multiple Truck Owner (MTO):** Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects.⁸
- R. **Work:** The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract upon the contractor. Also used to indicate the construction required or completed by the contractor.

III. SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

- A. These provisions shall apply to this contract, which is funded in whole or in part with federal funds⁹ and state funds.¹⁰
- B. These provisions shall apply to the prime contractor and all subcontractors contracting to do all or part of the work under this contract.¹¹
- C. The provisions established in this document do not necessarily represent all federal, state, and local laws, ordinances, rules and regulations. It is the responsibility of the prime contractor to inform itself and all subcontractors about other regulations that may be applicable to this contract.
- D. The prime contractor is responsible to ensure that each subcontractor performing work under this contract receives copies of all required contract provisions.¹² These provisions shall be incorporated into written subcontracts and must be displayed on the poster board.¹³

⁶ Minnesota Rules 5200.1106, Subpart 5(C)

⁷ Minnesota Rules 5200.1106, Subpart 7(C)

⁸ Minnesota Rules 5200.1106, Subpart 7(B)

⁹ 29 CFR Part 5.5(a)

¹⁰ Minnesota Statute 177.41

¹¹ Minnesota Statute 177.44, Subdivision 1

¹² 29 CFR Part 5.5(a)(6)

¹³ Minnesota Statute 177.44, Subdivision 5.

- E. The department shall administer this contract in accordance with all applicable federal regulations, state statutes and rules¹⁴, along with the plans, specifications and provisions, which are incorporated into and found elsewhere in this contract.
- F. An unpublished decision from the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on a case-by-case basis.¹⁵ Therefore, the department shall provide enforcement in a manner consistent with the decision notwithstanding any prior notices on the subject.
- G. For additional information refer to: www.dot.state.mn.us/const/labor/.

IV. PAYROLLS AND STATEMENTS

- A. Each week, in which work was performed under this contract, all contractors shall submit a payroll statement to the department.¹⁶ Each statement shall be submitted within seven days after the regular payment date of the payroll period.¹⁷ Each payroll submitted shall include all employees that performed work under this contract and provide at a minimum the following information:¹⁸
 - 1. Contractor's name, address, and telephone number.
 - 2. State project number.
 - 3. Payroll report number.
 - 4. Project location.
 - 5. Workweek ending date.
 - 6. Name, social security number, and home address for each employee.
 - 7. Labor classification(s) and/or three-digit code for each employee.
 - 8. Hourly straight time and overtime wage rates paid to each employee.
 - 9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
 - 10. Authorized legal deductions for each employee.
 - 11. Project gross amount, weekly gross amount and net wages paid to each employee.
- B. Payroll records may be submitted in any form provided it includes all the information contained in **Subpart A (1 - 11)** of this section.¹⁹ However, contractors needing a payroll form may utilize the "front side" of the **U.S. Department of Labor's, WH-347 - Payroll Form**. This form is available by visiting the Labor Compliance website.²⁰
- C. All payroll records must be accompanied with a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**.²¹
- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed.²²

¹⁴ Minnesota Rules 8820.3000, Subpart 2

¹⁵ Minnesota Court of Appeals Case Number: C6-97-1582

¹⁶ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)

¹⁷ 29 CFR Part 3.4(a)

¹⁸ Minnesota Rules 5200.1106, Subpart 10

¹⁹ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)

²⁰ www.dot.state.mn.us/const/labor/

²¹ Minnesota Rules 5200.1106, Subpart 10

²² 29 CFR Part 5.5(a)(6)

- E. The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued.²³
- F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate detailed earnings statement.²⁴
- G. Upon request from the U.S. Department of Labor (U.S. DOL), Federal Highway Administration (FHWA), Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.²⁵
- H. At the department's discretion, the project engineer may administer the submission of payroll records according to MN/DOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the **MN/DOT Contract Administration Manual, Section A(4)(d)**. The program has not been approved for federal-aid contracts administered by local units of government and will not be allowed for such contracts. However, the program may be utilized for local state-aid contracts.
- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in section XV (**NON-COMPLIANCE AND ENFORCEMENT**).

V. WAGE RATES

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the U.S. DOL federal general decision(s) and the MN/DLI state prevailing wage determination(s) incorporated into and found elsewhere in this contract, **whichever is greater**. All contractors shall pay each worker the required minimum total hourly wage rate for all hours worked on the project and for the appropriate classification of labor.
 - 1. Federal building, heavy and highway general decisions are specific to the county in which the construction work is being performed; a decision does not cross county or state lines.²⁶ If a project extends into more than one county or state, the applicable wage decision for each county or state shall be incorporated into and found elsewhere in this contract.
 - 2. State highway and heavy wage determinations are specific to ten separate regions throughout the state of Minnesota. If a project extends into more than one region, the applicable wage decision for each region shall be incorporated into and found elsewhere in this contract.
 - a. If this contract contains multiple highway and heavy wage determinations, there shall be only one standard of hours of labor and wage rates.²⁷
 - 3. State commercial wage determinations are specific to the county in which the construction work is being performed. If a project extends into more than one county, the applicable wage determination for each county shall be incorporated into and found elsewhere in this contract.
 - a. If this contract contains multiple commercial wage determinations, there shall be only one standard of hours of labor and wage rates.²⁸

²³ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(a)

²⁴ Minnesota Statute 181.032

²⁵ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

²⁶ 29 CFR Part 1.7(a)

²⁷ Minnesota Statute 177.44, Subdivision 4

²⁸ Minnesota Statute 177.44, Subdivision 4

- B. Wage rates listed in the federal and/or state wage determination(s) contain two components: the hourly basic rate and the fringe rate; together they equal the total prevailing wage rate. A contractor shall compensate a worker at a minimum, a combination of cash and fringe benefits equaling the total prevailing wage rate.²⁹
- C. The applicable certified wage decisions incorporated into and found elsewhere in this contract remain in effect for the life of this contract. The wage decisions do not necessarily represent the workforce that can be obtained at the rates certified by the U.S. DOL or MN/DLI. It is the responsibility of the prime contractor and any subcontractor to inform themselves about local labor conditions and prospective changes or adjustments to the wage rates. No increase in this contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract.
- D. A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U.S. DOL or MN/DLI is less than the worker's normal hourly wage.³⁰
- E. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.³¹
 - 1. In situations where a delay may exceed twenty consecutive minutes and the contractor requires a worker to remain on the premises or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call"³² and shall be compensated in accordance with **Subpart B** of this section, unless the worker is allowed or required to leave the project site.
- F. A contractor making payment to an employee, laborer, mechanic, worker, or truck owner-operator shall not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.³³
- G. Any employee who knowingly permits a contractor to pay less than the total prevailing wage or gives up any part of the compensation to which the employee is entitled may be subject to penalties.³⁴

VI. BONA FIDE FRINGE BENEFITS

- A. A "funded" fringe benefit plan is one that allows the contractor to make irrevocable contributions on behalf of an employee to a financially responsible trustee, third person, fund, plan or program, without prior approval from the U.S. Department of Labor. Types of "funded" fringe benefits may include, but are not limited to: pension, health and life insurance.³⁵
- B. An "unfunded" fringe benefit plan or program is one that allows the contractor to furnish an in-house benefit on behalf of an employee. The cost to provide the benefit is funded from the contractor's general assets rather than funded by contributions made to a trustee, third person, fund, plan or program. Types of "unfunded" fringe benefits may include, but are not limited to: holiday plans, vacation plans and sick plans.³⁶

²⁹ Minnesota Statute 177.42, Subdivision 6

³⁰ Minnesota Statute 181.03, Subdivision 1(2)

³¹ Minnesota Rules 5200.0120, Subpart 1

³² Minnesota Rules 5200.0120, Subpart 2

³³ Minnesota Rules 5200.1106, Subpart 6

³⁴ Minnesota Statute 177.44, Subdivision 6

³⁵ 29 CFR Parts 5.26 and 5.27

³⁶ 29 CFR Part 5.28

- C. Credit toward the total prevailing wage rate shall be determined for each individual employee and is allowed for bona fide fringe benefits that:³⁷
1. include contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;
 2. are legally enforceable;
 3. have been communicated in writing to the employee; and
 4. are made available to the employee once he/she has met all eligibility requirements.
- D. No credit shall be allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.³⁸
- E. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of fringe benefit records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.³⁹
- F. In addition to the requirements set forth in **Subpart C** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state fringe benefit regulations that may be applicable to this contract.
- G. Contractors shall submit a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**, identifying any fringe contributions made on behalf of a worker.⁴⁰ The form must be submitted in accordance with section **IV (PAYROLLS AND STATEMENTS), Subparts A and C**.
- H. Pursuant with *Minnesota Statute 181.74, Subdivision 1*, a contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions may be guilty of a gross misdemeanor. A contractor found in violation of the above-mentioned statute shall compel the department to take such actions as prescribed in section **XV, (NON-COMPLIANCE AND ENFORCEMENT)**.

VII. OVERTIME

- A. A contractor shall not permit or require a worker to work in excess of 40 hours per week unless the worker is compensated at a rate not less than 1-1/2 times the basic hourly rate as determined by the United States Secretary of Labor.⁴¹
- B. A contractor shall not permit or require a worker to work longer than the prevailing hours of labor unless the worker is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic hourly rate of pay.⁴² The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week.⁴³
- C. In addition to the requirements set forth in **Subparts A and B** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state overtime regulations that may be applicable to this contract.

³⁷ 29 CFR Part 5.23

³⁸ 29 CFR Part 5.29(f)

³⁹ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

⁴⁰ Minnesota Rules 5200.1106, Subpart 10

⁴¹ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 7

⁴² Minnesota Statute 177.44, Subdivision 1

⁴³ Minnesota Statute 177.42, Subdivision 4

VIII. LABOR CLASSIFICATIONS

- A. All contractors shall refer to the federal general decision or the state wage determination incorporated into and found elsewhere in this contract to obtain an applicable job classification. Workers must be classified and compensated for the actual work performed regardless of the worker's skill level.⁴⁴ The prime contractor shall ensure that all contractors adhere to the following requirements:
1. Prior to performing work under this contract, all contractors shall review the federal general decision and complete a **U.S. DOL, SF-1444 - Request for Authorization of Additional Classification and Wage Rate Form** for any labor classification missing from the decision and submit it to the MN/DOT Labor Compliance Unit for processing.⁴⁵
 2. If a contractor cannot determine an appropriate job classification, state law requires that the worker be assigned a job classification that is the "same or most similar".⁴⁶ Contractors should refer to the Master Job Classification List⁴⁷ to obtain an applicable labor classification. Clarification regarding labor classifications should be directed to the MN/DLI or the MN/DOT Labor Compliance Unit.

IX. APPRENTICES, TRAINEES AND HELPERS

- A. An apprentice is not subject to the federal and/or state wage decisions incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section:⁴⁸
1. The apprentice is performing the work of his/her trade.
 2. The apprentice is registered with the U.S. DOL Bureau of Apprenticeship and Training or MN/DLI Division of Voluntary Apprenticeship.
 3. The apprentice is compensated according to the rate specified in the program for the level of progress.
 4. The ratio of apprentices to journeyman workers on the project is not greater than the ratio permitted for the contractor's entire work force under the registered program.⁴⁹
- B. A trainee is not subject to the federal general decision incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section:⁵⁰
1. The trainee is performing the work of his/her trade.
 2. The trainee is registered with the U.S. DOL Employment and Training Administration.
 3. The trainee is compensated according to the rate specified in the program for the level of progress.
 4. The ratio of trainees to journeyman workers on the project is not greater than the ratio permitted under the program.
 5. All hours worked in excess of the prescribed hours allowed under the program and/or this contract shall be paid at the journeyman wage rate incorporated into and found elsewhere in this contract.

⁴⁴ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

⁴⁵ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 2

⁴⁶ Minnesota Statute 177.44, Subdivision 1

⁴⁷ Minnesota Rules 5200.1100

⁴⁸ Minnesota Rules 5200.1070

⁴⁹ MN/DOLI Division of Apprenticeship – April 6, 1995 Memorandum from Jerry Briggs, Director

⁵⁰ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(b)

6. A trainee is not exempt under state law; the contractor shall assign the trainee a job classification that is the "same or most similar"⁵¹ and compensate the trainee for the actual work performed regardless of the trainee's skill level, unless the trainee is:⁵²
 - a. employed and registered in a bona-fide apprenticeship program; or
 - b. employed in the first 90 days of probationary employment as an apprentice, is not registered in the apprenticeship program, but has been certified by the proper government authorities to be eligible for probationary employment as an apprentice.
- C. A helper may perform work only if the helper classification is specified and defined in the federal general decision incorporated into and found elsewhere in this contract or is approved pursuant to the federal conformance procedure:⁵³
 1. A helper is not exempt under state law; a contractor shall assign the helper a job classification that is the "same or most similar"⁵⁴ and compensate the helper for the actual work performed regardless of the helper's skill level.⁵⁵
- D. If a contractor fails to demonstrate compliance with the terms established in **Subparts A - C** of this section, the contractor shall compensate the worker not less than the applicable total prevailing wage rate for the actual work performed.⁵⁶

X. SUBCONTRACTING PART OF THIS CONTRACT⁵⁷

- A. If the prime contractor intends to sublet any portion of this contract, it shall complete and submit a **MN/DOT, TP-21834, Request To Sublet Form** to the project engineer 10 days prior to the first day of work for any subcontractor.
- B. The prime contractor shall not subcontract any portion of this contract without prior written consent from the project engineer.
- C. The prime contractor's organization shall perform work amounting to not less than 40 percent of the total original contract cost. However, contracts with Disadvantaged Business Enterprise (DBE) or Targeted Group Business (TGB) established goals, or both, the contractor's organization shall perform work amounting to not less than 30 percent of the total original contract cost.
- D. A first tier subcontractor shall not subcontract any portion of its work under this contract unless approved by the prime contractor and the project engineer. In addition, a first tier subcontractor may only subcontract up to 50% of its original subcontract.
- E. A second tier subcontractor shall not subcontract any portion of its work under this contract.
- F. Written consent to subcontract any portion of this contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.
- G. Contractors shall not subcontract with or purchase materials or services from a debarred or suspended person.⁵⁸

XI. POSTER BOARDS

- A. The prime contractor shall construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project

⁵¹ Minnesota Statute 177.44, Subdivision 1

⁵² Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

⁵³ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(c)

⁵⁴ Minnesota Statute 177.44, Subdivision 1

⁵⁵ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

⁵⁶ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(a)(b)(c)

⁵⁷ MN/DOT Standard Specifications for Construction, Section 1801

⁵⁸ Minnesota Statute 161.315, Subdivision 3(3)

is 100 percent complete.⁵⁹ The prime contractor is not allowed to place a poster board at an off-site location.

1. The prime contractor can obtain the required posters by contacting MN/DOT at (651) 296-0854. The prime contractor will need to furnish its name, mailing address, the type of posters (federal-aid) and the quantity needed.

XII. EMPLOYEE INTERVIEWS

- A. At any time the prime contractor shall permit representatives from the U.S. DOL, FHWA, MN/DLI, or the Department to interview its workers and those of any subcontractor during working hours on the project.⁶⁰

XIII. TRUCKING / OFF-SITE FACILITIES

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated in accordance with the federal wage decision incorporated into and found elsewhere in this contract for the following work duties:
 1. The processing or manufacturing of material, including the hauling of material to and from an immediately adjacent, dedicated off-site facility.⁶¹
 2. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project.⁶²
- B. The prime contractor is responsible to ensure that its workers and those of all subcontractors, are compensated in accordance with the state wage determination incorporated into and found elsewhere in this contract for the following work duties:
 1. The processing or manufacturing of material, including the hauling of material to and from a prime contractor's material operation that is not a separate commercial establishment.⁶³
 2. The processing or manufacturing of material, including the hauling of material to and from an off-site material operation that is not considered a commercial establishment.⁶⁴
 3. 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.⁶⁵
 4. The delivery of materials from a non-commercial establishment to the project and the return haul.⁶⁶
 5. 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.⁶⁷
 6. 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.⁶⁸

⁵⁹ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

⁶⁰ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(g)

⁶¹ 29 CFR Part 5.2(l)(2)

⁶² 29 CFR Part 5.2(j)(1)

⁶³ ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

⁶⁴ Minnesota Rules 5200.1106, Subpart 3B(2)

⁶⁵ Minnesota Rules 5200.1106, Subpart 3B(1)

⁶⁶ Minnesota Rules 5200.1106, Subpart 3B(2)

⁶⁷ Minnesota Rules 5200.1106, Subpart 3B(3)

⁶⁸ Minnesota Rules 5200.1106, Subpart 3B(4)

7. The delivery of mineral aggregate materials from a commercial establishment, which is deposited "substantially in place" and the return haul, either empty or loaded.⁶⁹
- C. The work duties prescribed in **Subpart A (1 - 2) and Subpart B (1 - 7)** of this section do not represent all possible hauling activities and/or other work duties that may be performed under this contract. It is the responsibility of the prime contractor to inform itself and all subcontractors about other applicable job duties that may be subject to this contract labor provisions.
- D. A contractor acquiring trucking services from an ITO, MTO and/or Truck Broker to perform and/or provide "covered" hauling activities shall comply with the payment of the certified state truck rental rates,⁷⁰ which are incorporated into and found elsewhere in this contract.
 1. Each month, in which hauling activities were performed under this contract, the prime contractor and all subcontractors shall submit a **MN/DOT, TP-90550 - Month-End Trucking Report** and **MN/DOT, TP-90551 - Statement of Compliance Form**, along with each ITOs, MTOs and/or Truck Brokers reports to the department.⁷¹ The specifications regarding the dates for submission can be found near the bottom of the **MN/DOT, TP-90551 - Statement of Compliance Form**.
- E. A Truck Broker contracting to provide trucking services in the construction industry may charge a reasonable broker fee to the provider of trucking services.⁷² The prime contractor and any subcontractor contracting to receive trucking services shall not assess a broker fee.
- F. A contractor with employee truck drivers shall adhere to the requirements established in **Sections IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.
- G. If after written notice, the prime contractor fails to submit its month-end trucking reports and certification forms and those of any subcontractor, MTO and/or Truck Broker, the department may take such actions as prescribed in section XV, **(NON-COMPLIANCE AND ENFORCEMENT)**.

XIV. CHILD LABOR

- A. No worker under the age of 18 is allowed to perform work on construction projects.⁷³
- B. In accordance with state law, a worker under the age of 18, employed in a corporation totally owned by one or both parents that is supervised by the parent(s), may perform work on construction projects.⁷⁴ However, if this contractor is subject to the federal Fair Labor Standards Act, a worker under the age of 18 is not allowed to perform work in a hazardous occupation.⁷⁵
- C. To protect the interests of the department, the project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age⁷⁶ and compliance with all applicable federal and/or state regulations.⁷⁷

⁶⁹ Minnesota Rules 5200.1106, Subpart 3B(5)(6)

⁷⁰ Minnesota Rules 5200.1106, Subpart 1

⁷¹ Minnesota Rules 5200.1106, Subpart 10

⁷² Minnesota Rules 5200.1106, Subpart 7(C)

⁷³ Minnesota Rules 5200.0910, Subpart F

⁷⁴ Minnesota Rules 5200.0930, Subpart 4

⁷⁵ 29 CFR Part 570.2(a)(ii)

⁷⁶ Minnesota Statute 181A.06, Subdivision 4

⁷⁷ MN/DOT Standard Specifications for Construction, Section 1701

XV. NON-COMPLIANCE AND ENFORCEMENT

- A. The prime contractor shall be liable for any unpaid wages to its workers or those of any subcontractor, ITO, MTO and/or Truck Broker.⁷⁸
- B. If it is determined that a contractor has violated federal and/or state prevailing wage laws, or any portion of this contract, the department may implement, after written notice, one or more of the following sanctions:
1. Withhold or cause to be withheld from the prime contractor under this contract, or any other federally funded contract with the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay workers employed by the prime contractor or any subcontractor the full amount of wages required by this contract.⁷⁹
 2. Withhold or cause to be withheld from the prime contractor such amounts in considerations or assessments against the prime contractor, whether arising from this contract or other contract with the department.⁸⁰
 3. The department may reject a bid from a prime contractor that has demonstrated continued or persistent noncompliance with the prevailing wage law on previous or current contracts with the department.⁸¹
 4. The department may take the prosecution of the work out of the hands of the prime contractor, place the contractor in default and terminate this contract for failure to demonstrate compliance with these provisions.⁸²
- C. Any contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.⁸³
- D. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution⁸⁴ and may be grounds for debarment proceedings.⁸⁵

⁷⁸ MN/DOT Standard Specifications for Construction, Section 1801

⁷⁹ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 6

⁸⁰ MN/DOT Standard Specifications for Construction, Section 1906

⁸¹ Minnesota Statute 161.32, Subdivision 1(d)

⁸² MN/DOT Standard Specifications for Construction, Section 1808

⁸³ Minnesota Statute 177.44, Subdivision 6

⁸⁴ Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5 177.44, Subdivision 6, 609.63

⁸⁵ Minnesota Statute 161.315

NOTICE TO BIDDERS
TRAFFIC CONTROL
PREVAILING WAGE COVERAGE

The following defines the United States Department of Labor's interpretation of contract labor provision coverage for employees who work for traffic control companies and /or perform traffic control duties.

Non-covered Supplier Designated Duties:

Employees of bona fide "Material Persons/Suppliers" are not covered. A Material Person/Supplier is limited to supply, delivery, and routine maintenance (once a week) of barricades, cones, flashers, etc. to the job site.

The following functions, except as qualified in "6." below, do not come under the prevailing wage requirements of the contracts:

1. Supply and delivery of traffic control devices such as barricades, cones, barrels, flashers and signboards.
2. Routine and periodic maintenance service (usually once a week).
3. Removal of equipment from job site.
4. In connection with delivery, they may drop the equipment at a central stockpile location or at various locations along the project. Employees of company may set-up the equipment as long as such set-up is by dropping barrels and cones from the back of a moving truck.
5. Maintenance would consist of inspecting and cleaning the equipment, replacing broken or lost equipment, replacing barricades knocked down or out of line, and changing light bulbs and barricades.
6. If an employee spends more than 20% of their workweek performing the above duties on a Davis-Bacon (Federal-Aid) project or other Davis-Bacon (Federal-Aid) projects, prevailing wage rates would apply for the time so spent.

Covered Contractor or Subcontractor Duties:

The following functions are covered under the contract labor provisions. Any contractor performing these duties will need to be listed on a Request to Sublet form and their employees performing the duties will need to be listed on a Certified Payroll form and submitted following the appropriate procedures.

Related and continuing traffic control services such as, but not limited to:

1. Moving barricades and barriers as construction work progresses.
2. Moving barricades for lane closures and changes.
3. Painting traffic lines.
4. Sandblasting to remove traffic lines.
5. Applying and removing traffic tape.
6. Setting up barrels or barricades other than those dropped from the back of a moving truck.
7. Digging postholes to erect temporary warning signs (only).
8. Erection of advance temporary warning signs.
9. Placing temporary signboards.

On Federal-aid Projects (only) when there is no appropriate classification listed under either the state or federal wage determinations, a classification wage rate will be negotiated using the procedures under FHWA 1273, REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS, Part IV. PAYMENT OF PREDETERMINED MINIMUM WAGE, Subp. 2. Classifications.

GENERAL DECISION: **MN20070005** 02/23/2007 MN5

Date: February 23, 2007

General Decision Number: **MN20070005** 02/23/2007

Superseded General Decision Number: MN20030005

State: Minnesota

Construction Type: Highway

Counties: Anoka, Benton, Chisago, Dakota, Hennepin, Ramsey, Scott, Sherburne, St Louis, Stearns, Washington and Wright Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/09/2007
1	02/23/2007

BRMN0001-015 05/01/2006

BENTON & STEARNS COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 30.70	11.60

CARP0087-011 05/01/2006

ANOKA, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COS.

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 31.29	11.38

CARP0361-014 05/01/2006

ST LOUIS COUNTY (DULUTH)

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 28.06	12.31

CARP0361-015 05/01/2004

ST LOUIS COUNTY (Except Duluth)

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 26.12	10.75

CARP0930-006 05/01/2006

BENTON AND STEARNS COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 25.63	11.59

LINE CONSTRUCTION/STREET LIGHTING

	Rates	Fringes
Line Construction		
(1) Lineman; Cable Splicer; Dynamiter; Special Equipment Operator; & Technician.....	\$ 30.95	4.75+29%
(2) Equipment Operator.....	\$ 26.62	4.75+29%
(3) Groundman/Truck Driver; & Pole Treating Truck Driver.....	\$ 21.67	4.75+29%
(4) Groundman.....	\$ 20.74	4.75+29%
Line Clearance:		
(5) Tree Trimmer; Tractor..	\$ 19.27	4.75+29%
(6) Groundman/Truck Driver..	\$ 13.49	4.75+29%
(7) Groundman.....	\$ 12.53	4.75+29%

 * ENGI0049-005 05/01/2006

AREA 1 (METRO): ANOKA, CHISAGO (S. of the northern boundary of T. 34-N & thatpart consisting substantially of the cities of Thomson, Cloquet, Scanlon & Carlton), DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE (S. of the northern boundary of T. 33-N & E. of the western boundary of R. 27-W), ST. LOUIS, WASHINGTON & WRIGHT (East of & inclu. Hwy #25) COUNTIES

AREA 2 (EASTERN): BENTON (East of the Western right of way of HWY #10), CHISAGO (Remainder) SHERBURNE (Remainder), STEARNS (East of the Western right of way of Hwy #15), and WRIGHT (Remainder) COUNTIES

AREA 3 (WESTERN): BENTON (Remainder) and STEARNS (Remainder) COUNTIES

	Rates	Fringes
Power Equipment Operator		
AREA 1:		
GROUP 1.....	\$ 29.47	12.55
GROUP 2.....	\$ 28.47	12.55
GROUP 3.....	\$ 27.92	12.55
GROUP 4.....	\$ 27.62	12.55
GROUP 5.....	\$ 24.58	12.55
GROUP 6.....	\$ 23.37	12.55
AREA 2:		
GROUP 1.....	\$ 27.01	12.55
GROUP 2.....	\$ 26.01	12.55
GROUP 3.....	\$ 25.56	12.55
GROUP 4.....	\$ 25.26	12.55
GROUP 5.....	\$ 22.69	12.55
GROUP 6.....	\$ 21.82	12.55
AREA 3:		
GROUP 1.....	\$ 23.35	12.55
GROUP 2.....	\$ 22.35	12.55
GROUP 3.....	\$ 21.42	12.55
GROUP 4.....	\$ 21.11	12.55
GROUP 5.....	\$ 19.40	12.55
GROUP 6.....	\$ 18.80	12.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Pilot; *Crane with over 135' Boom, excluding Jib; Dragline, Crawler, Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.; & Pile Driving when 3 Drums are in use

GROUP 2 - Cableway; Concrete Mixer, Stationary Plant over 34E; Derrick (Guy or Stiffleg) (Power) (Skids or Stationary); Diver; Dragline, Crawler, Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Dredge or Engineers, Dredge (Power) & Engineer; Front End Loader, 5 cu. yds. & over; Grader or Motor Patrol, Finishing Earthwork & Bituminous; Locomotive Crane; Master Mechanic; Mixer (Paving) Concrete Paving, Road; Mole, including Power Supply; Mucking Machine, including Mucking Operations, Conway or similar type; Piledriving; Refrigeration Plant Engineer; Tandem Scraper; Tractor - Boom type; Truck Crane - Crawler Crane; & Tugboat 100 HP & over

GROUP 3 - Dual Tractor; Elevating Grader; Pumpcrete; Scraper - Struck Cap. 32 cu. yds. & over; & Self-propelled Traveling Soil Stabilizer

GROUP 4 - Air Track Rock Drill; Articulated Hauler Terex, Caterpillar or similar type; Asphalt Bituminous Stabilizer Plant; Automatic Road Machine (CMI or similar); Backfiller; Bituminous Roller (8 Tons & over); Bituminous Spreader & Finishing (Power); Boom Truck (Power operated Boom); Brokk or R.T.C. 750 Remote Control or Similar types with all attachments; Cat & Scraper; Cat Tractor with Rock Wagons or similar types; Challenger 75-D or 85-D when pulling Scraper or Bulldozer; Chip Harvester & Tree Cutter over 150 HP; Concrete Batch Plant; Concrete Mixer on jobsite over 14S; Concrete Mobile; Crushing Plant (Gravel & Stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Dope Machine (Pipeline); Drill Rigs, Heavy Rotary or Churn or Cable Drill; Fork Lift or Straddle Carrier; Fork Lift or Lumber Stacker; Front End Loader, over 1 cu. yd.; Hoist Engineer (Power); Hydraulic Tree Planter; Launcherman (Tankerman or Pilot License); Lead Greaser; Locomotive; Mechanic; Milling, Grinding & Planing Machine; Morbark Tub Grinder or Similar Type; Multiple Machines, such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine (Power Driven) Mighty Mite or similar type; Pickup Sweeper, 1 cu. yd. & over Hopper Cap.; Pipeline Wrapping, Cleaning or Bending Machine; Power Plant Engineer, 100 K.W.H. & over; Power Actuated Horizontal Boring Machine, over 6"; Pugmill; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Slip Form (Power Driven) (Paving); Tie Tamper & Ballast Machine; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; Trenching Machine (Sewer, Water, Gas); Well Point Installation; & Dismantling or Repair Mechanic

GROUP 5 - Air Compressor, 600 CFM or over; Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Bituminous Spreader & Bituminous Finishing Machine Tender (Power);

Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, & Spray; Concrete Saw (Multiple Blade) (Power Operated); Form Trench Digger (Power); Front End Loader, up to & incl. 1 cu. yd.; Grader (Motor Patrol); Gunitite Gunall; Hydraulic Log Splitter; Loader (Barber Greene or similar type); Payhauler or similar type; Post Hole Driving Machine/Post Hole Augar; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with Blade - 200 HP & over; Shouldering Machine (Power) Apsco or similar type inclu. self-propelled Sand & Chip Spreader; Stump Chipper & Tree Chipper; Tractor Operator, Bulldozer, 50 HP or less; & Tree Farmer (Machine)

GROUP 6 - Challenger 75-D or 85-D when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fireman or Tank Car Heater; Gravel Screening Plant (Portable not Crushing or Washing); Greaser (Truck or Tractor); Leverman; Mechanic Tender; Mechanic, Space Heater (Temporary Heat); Oiler (Power Shovel, Crane, Dragline); Power Sweeper; Roller on Gravel Compaction; Self-propelled Vibrating Packer (35 HP & over); Sheep Foot Roller; Tractor, Wheel Type (over 50 HP); & Truck Crane Oiler

*CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM; CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK: TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

- LEVEL A - \$1.25 PREMIUM
- LEVEL B - \$.90 PREMIUM
- LEVEL C - \$.60 PREMIUM

IRON0512-003 05/01/2006

ANOKA, BENTON, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES

	Rates	Fringes
Ironworker.....	\$ 30.44	17.98

IRON0563-003 05/01/2005

ST. LOUIS COUNTY

	Rates	Fringes
Ironworker.....	\$ 26.24	15.27

LABO0010-005 05/01/2006

	Rates	Fringes
Landscaper (Seeding, Sodding & Planting of evergreen & deciduous shrubs & trees).....	\$ 15.04	8.40

LABO0132-001 05/01/2006

ANOKA, BENTON, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT,

SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:

	Rates	Fringes
Laborer (Asbestos Abatement).....	\$ 26.12	9.46

LABO0563-005 05/01/2006

	Rates	Fringes
Laborers:		
AREA 1:		
GROUP 1.....	\$ 25.29	9.71
GROUP 2.....	\$ 25.49	9.71
GROUP 3.....	\$ 25.64	9.71
GROUP 4.....	\$ 25.74	9.71
GROUP 5.....	\$ 25.99	9.71
GROUP 6.....	\$ 27.29	9.71
AREA 2:		
GROUP 1.....	\$ 24.72	9.21
GROUP 2.....	\$ 24.92	9.21
GROUP 3.....	\$ 25.07	9.21
GROUP 4.....	\$ 25.17	9.21
GROUP 5.....	\$ 25.42	9.21
GROUP 6.....	\$ 26.72	9.21
AREA 3:		
GROUP 1.....	\$ 23.92	10.01
GROUP 2.....	\$ 24.12	10.01
GROUP 3.....	\$ 24.27	10.01
GROUP 4.....	\$ 24.37	10.01
GROUP 5.....	\$ 24.62	10.01
GROUP 6.....	\$ 25.92	10.01
AREA 4:		
GROUP 1.....	\$ 20.59	9.21
GROUP 2.....	\$ 20.79	9.21
GROUP 3.....	\$ 20.94	9.21
GROUP 4.....	\$ 21.04	9.21
GROUP 5.....	\$ 21.29	9.21
GROUP 6.....	\$ 22.59	9.21

AREA 1 (District 1): ANOKA, CHISAGO, DAKOTA, HENNEPIN,
RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES

AREA 2 (District 2A): ST. LOUIS COUNTY (South of T. 55 N):

AREA 3 (District 2B): ST. LOUIS COUNTY (North of T. 55 N)

AREA 4 (District 3A): BENTON & STEARNS COUNTIES

LABORERS CLASSIFICATIONS

GROUP 1: Construction; Bituminous Batchperson (Stationary Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee, Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete Batchperson; Concrete Handler, Caisson, Footings, Columns, Piling, Slabs, etc.; Concrete Longitudinal Float Operator (Manual Bullfloat on Paving); Concrete Shoveler, Tamper & Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer Below Grade; Demolition of an entire Structural System, Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt, Paver, Dumping Batch

Truck, etc.); Fabric Installer; Grade Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster; Joint Filler (Concrete Pavement); Kettleperson (Bituminous or Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler; Power Buggy Operator; Pump Operator(Less than 6"); Retaining Wall Installation; Sand Cushion Bedmaker; Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier & Guard Rail Installation; Squeegeeperson; Stabilizing Batchperson (Stationary Plant); Temporary Heaters & Blower Tender; Top Person (Sewer, Water or Gas Trench); Flagperson; Traffic Controller (Traffic Barriers) & Transit/Level. Pipelayer, Laser Beam (sewer, water, gas) \$1.50 above Group 1 rate. Blasting Person (Dynamite or substitute product) \$3.00 above Group 1 rate.

GROUP 2: Chain Saw; Compaction Equipment (Hand Operated or Remote Control); Concrete Drilling; Concrete Mixer Operator; Concrete Sawyer; Concrete Vibrator; Ditch & Other Work more than 8' Below starting level of manual work; Formsetter; Joint Sawyer, Mortar; Pipe Fuser/Technician; Pneumatic Tools, Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote Control Demo Machine & Related Accessories (Electric/Hydraulic); Stone Tender/Mason Tender; & Torchperson - Gas, Electric, Thermal or Similar Device

GROUP 3: Brick or Block Paving Setter; Caisson Work; Cofferdam Work

GROUP 4: Cement Gun Operator (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle Operator (Gunite, Sandblasting, Cement); Pipe Rehab (Including Cleaning, Relining, Camera).

GROUP 5: Bottom person (Sewer, Water, or Gas Trench more than 8 ft below starting level of manual work); Asbestos & Hazardous Waste Tech; Tunnel Laborer; Tunnel Miner; Tunnel Miner Tender; Underground Laborer; & Underpinning

GROUP 6: Tunnel Miner Under Pressure

 PAIN0061-004 05/01/2006

CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 29.35	12.73
Sandblaster; Spray; Swing Stage; Boatswain Chair; Window Jack; Safety Belt; Erected Structural Steel; Bridges; & Application of Epoxy Materials and Materials Containing Over 50% Creosote.....	\$ 30.10	12.73

 PAIN0106-007 05/01/2006

ST. LOUIS COUNTY

	Rates	Fringes
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Painters:

New:		
Brush & Roller.....	\$ 25.81	11.27
Spray, Steel, and Bridge...	\$ 26.41	11.27
Repaint:		
Brush & Roller.....	\$ 24.31	11.27
Spray, Steel, and Bridge...	\$ 24.91	11.27

PAIN0386-007 05/01/2006

ANOKA, HENNEPIN, SCOTT, SHERBURNE (South & East of a line drawn between the town of Santiago in Sherburne County and the town of Clearwater in Wright County) & WRIGHT COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 28.90	13.18
Spray; Steel; Sandblaster;		
Swing Stage & Epoxy.....	\$ 29.65	13.18

PAIN0880-001 05/01/2002

	Rates	Fringes
Sign Painter.....	\$ 21.12	2.07+a+b

FOOTNOTES:

- a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Day After Thanksgiving; the last working Day Before Christmas; & Christmas Day
- b. Vacation Pay: 3 years service - 2 weeks paid vacation; 6 years service - 3 weeks paid vacation; 15 years service - 4 weeks paid vacation

* PAIN0884-004 06/01/2006

BENTON, SHERBURNE (Western one-half, North & West of a line drawn between the city of Santiago in Sherburne County & the city of Clearwater in Wright County) & STEARNS COUNTIES:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 22.41	10.76

PROJECTS UNDER \$8,000: Receive 80% of basic hourly rate.

PAINTER'S PREMIUM - \$0.75 per hour additional for the following: Spray; Two Component Paints; Epoxies; Sandblasting & Rigging; Work done on Swing Scaffolding, Safety Harness, Window Jacks, Boatswain's Chair, Coverings & Erection of Scaffolding for same; Work on Erected Structural Steel & Abrasive Blasting

PLAS0633-003 05/01/2006

ANOKA, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 29.40	12.75

 PLAS0633-019 05/01/2006

ST. LOUIS COUNTY (South of T. #55 north)

	Rates	Fringes
Cement Mason.....	\$ 28.10	12.43

 PLAS0633-023 05/01/2006

ST. LOUIS COUNTY (North of White Face River)

	Rates	Fringes
Cement Mason.....	\$ 23.55	11.50

 TEAM0160-001 05/01/2004

	Rates	Fringes
Truck drivers:		
AREA 1:		
GROUP 1.....	\$ 22.80	7.90
GROUP 2.....	\$ 22.25	7.90
GROUP 3.....	\$ 22.15	7.90
GROUP 4.....	\$ 21.90	7.90
AREA 2:		
GROUP 1.....	\$ 22.40	7.90
GROUP 2.....	\$ 21.85	7.90
GROUP 3.....	\$ 21.75	7.90
GROUP 4.....	\$ 21.50	7.90
AREA 3:		
GROUP 1.....	\$ 20.60	7.90
GROUP 2.....	\$ 20.05	7.90
GROUP 3.....	\$ 19.95	7.90
GROUP 4.....	\$ 19.75	7.90
AREA 4:		
GROUP 1.....	\$ 18.12	7.90
GROUP 2.....	\$ 17.61	7.90
GROUP 3.....	\$ 17.46	7.90
GROUP 4.....	\$ 17.46	7.90

AREA DESCRIPTIONS

AREA 1 (District 1): ANOKA, CHISAGO (South of T. 34-N),
 DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, WASHINGTON &
 WRIGHT COUNTIES

AREA 2 (District 2): ST. LOUIS COUNTY

AREA 3 (District 3): WINONA COUNTY

AREA 4 (District 4): BENTON, CHISAGO (North of T. 34-N) AND
 STEARNS COUNTIES

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Boom; Mechanic; Off-Road, including Articulated
 Dump Truck; Tractor Trailer; Winch Truck

GROUP 2 - Tri Axles (Including Four Axles)

GROUP 3 - Bituminous Distributor; Bituminous Distributor (One man operation); Tandem Axles & Single Axles

GROUP 4 - Bituminous Distributor Spray Operator (Rear and Oiler); Dumpman; Pilot Car; Self-propelled Packer; Slurry Operator; Tank Truck Tender (Gas, Oil, Road Oil & Water); Tractor Operator (Wheel type used for any purpose)

THE FOLLOWING CLASSIFICATIONS SHALL COME UNDER THE APPROPRIATE AXLE RATE WAGE GROUP: "A" Frame; Dry Batch Hauler; Ready-Mix Concrete; Slurry; Tank (Gas, Oil, Road Oil & Water)

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

16A.1245 Prompt payment to subcontractors.

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

HIST: 1990 c 541 s 1

337.10 Building and construction contracts; prohibited provisions.

Subd. 3. Prompt payment to subcontractors. A building and construction contract shall be deemed to require the prime contractor and all subcontractors to promptly pay any subcontractor or material supplier contract within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment. The contract shall be deemed to require the party responsible for payment to pay interest of 1-1/2 percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney fees incurred in bringing the action. This subdivision does not apply to construction of or improvements to residential real estate as defined in section 326.83, subdivision 17, or to construction of or improvements to attached single-family dwellings, if those dwellings are used for residential purposes and have fewer than 13 units per structure.

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

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



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

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

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

Effective: 2006-10-23

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

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building
John Ireland Blvd
St. Paul, MN 55155
(651) 297-5716

Refer questions concerning the prevailing wage rates to:

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
101 LABORER, COMMON (GEN LABOR WRK)	2006-10-23	23.59	11.36	34.95
	2007-05-01	25.14	11.36	36.50
102 LABORER, SKILLED-ASST CRFT JRNYMN	2006-10-23	24.39	10.56	34.95
	2007-05-01	25.94	10.56	36.50
103 LABORER, LANDSCAPING	2006-10-23	15.69	7.75	23.44

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
104 FLAGPERSON	2006-10-23	23.59	11.36	34.95
	2007-05-01	25.14	11.36	36.50
105 WATCHPERSON	2006-10-23	20.19	10.81	31.00
	2007-05-01	21.74	10.81	32.55
106 BLASTER	2006-10-23	26.59	11.36	37.95
	2007-05-01	28.14	11.36	39.50
107 PIPELAYER (WATER, SEWER & GAS)	2006-10-23	25.59	11.36	36.95
	2007-05-01	27.14	11.36	38.50
108 TUNNEL MINER	2006-10-23	24.29	11.36	35.65
	2007-05-01	25.84	11.36	37.20
109 UNDRGRND & OPEN DITCH LABOR (8')	2006-10-23	24.29	11.36	35.65
	2007-05-01	25.84	11.36	37.20
GROUP 1	2006-10-23	28.47	12.55	41.02
	2007-05-01	29.17	13.40	42.57
201 HELICOPTER PILOT				
202 CRANE,OVER 135' BOOM,WITHOUT JIB				
203 DRGLN/SMLR,SHVL CNTRLS,3 CU YDS+				
204 PILE DRIVING,WITH 3 DRUMS IN USE				
205 TOWER CRANE				
GROUP 2	2006-10-23	27.92	12.55	40.47
	2007-05-01	28.62	13.40	42.02
206 CABLEWAY				
207 CONCRETE MIXER,STATIONARY PLANT				
208 DERRICK-GUY,STFLEG,PWR,SKD,IMMOV				
209 DRGLN/SMLR/SHVL CNTRLS,TO 3 CYDS				
210 DRDGE OR ENGINEER/POWER&ENGINEER				
211 FRONT END LOADER,5 CU YDS & OVER				
212 GRADER OR MOTOR PATROL				
213 LOCOMOTIVE CRANE OPERATOR				
214 MIXR-PAVING,ROADMOLE,CONWAY/SMLR				
216 TRACTOR - BOOM TYPE				
217 TRACTOR CRANE - CRAWLER CRANE				
218 TUGBOAT, 100 H.P. AND OVER				
GROUP 3	2006-10-23	27.92	12.55	40.47
	2007-05-01	28.62	13.40	42.02
219 DUAL TRACTOR				
220 ELEVATING GRADER				
221 PUMPCRETE				
222 SCRAPER,32 CU YDS AND OVER				
223 SELF PROPELLED SOIL STABILIZER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 4	2006-10-23	27.62	12.55	40.17
	2007-05-01	28.32	13.40	41.72
224 AIR TRACK ROCK DRILL				
225 ASPHALT BITUMINOUS STABLZR PLANT				
226 AUTOMATIC ROAD MACHINE(CMI/SMLR)				
227 BACKFILLER OPERATOR				
228 CONCRETE BATCH PLANT				
229 BITUMINOUS ROLLER,8 TONS OR MORE				
230 BITUMINOUS SPREADER,FINISH (PWR)				
231 CAT TRACTORS W/ROCK WAGONS/SMLR				
232 CHIP HARVESTER AND TREE CUTTER				
233 CONCRETE MIXER ON JOB SITE				
234 CONCRETE MOBIL				
235 CRUSH,WASH,SCREEN GRAVEL PLANT				
236 CURB MACHINE				
237 DOPE MACHINE (PIPELINE)				
238 DRILL RIGS (ROTARY,CHAIN,CABLE)				
239 FORK LIFT OR STRADDLE CARRIER				
240 FORK LIFT OR LUMBER STACKER				
241 FRONT END LOADER OVER 1 CU YD				
242 HOIST ENGINEER (POWER)				
243 HYDRAULIC TREE PLANTER				
244 LAUNCHER,TANKER PERSON,PILOT LIC				
245 LOCOMOTIVE				
246 MECHANIC WELDER				
247 MILL,GRIND,AND PLANE MACHINE				
248 MULTIPLE MACHINES/WELD,GENS,PUMP				
249 PAVE BRKR,TAMP (PWR),MIGHTY MITE				
250 PICKUP SWEEP W HOPPER OF 1 CUYD+				
251 PIPELINE WRAP,CLEAN,BEND MACHINE				
252 PWR PLANT ENGINEER,100 KWH +				
253 PWR HORIZONTAL BORING MACH 6" +				
254 PUGMILL				
255 RUBBER TIRE TRACTOR,B/HOE ATTACH				
256 SCRAPER UP TO 32 CUBIC YARDS				
257 SKID LDR,1CUYD+ & BACKHOE ATTACH				
258 SLIP FORM (POWER DRIVEN)(PAVING)				
259 TIE TAMPER AND BALLAST MACHINE				
260 TRACTOR, BULLDOZER				
261 TRENCHING MACH (SEWER,WATER,GAS)				
262 WELL POINT INSTALLATION				
GROUP 5	2006-10-23	24.58	12.55	37.13
	2007-05-01	25.28	13.40	38.68
263 AIR COMPRESSOR, 600 CFM OR OVER				
264 BITUMINOUS ROLLER UNDER 8 TONS				
265 CNCRTE DSTRB/SPRD/FNSH,FLOAT,JNT				
266 CNCRTE SAW W MULT BLADE,PWR OPER				
267 FORM TRENCH DIGGER, POWER OPER				
268 FRONT END LOADER UPTO INCL 1CUYD				
269 GUNITE GUNALL				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
270 HYDRAULIC LOG SPLITTER				
271 LOADER-BARBER GREENE OR SIMILAR				
272 POST HOLE DRIVING MACHINE/AUGER				
273 POWER AUGER AND BORING MACHINE				
274 POWER ACTUATED JACK				
275 PUMP				
276 SELF PROP CHIP SPRDR(FLAHERTY)				
277 SHEEP FOOT COMPACTR/BLADE,200HP+				
278 SHOULDER MACH W SAND/CHIP SPRDR				
279 STUMP CHIPPER AND TREE CHIPPER				
280 TREE FARMER (MACHINE)				
281 BTMNUS SPRDR/FINSH MACH OPR/HLPR				
GROUP 6	2006-10-23	23.37	12.55	35.92
	2007-05-01	24.07	13.40	37.47
282 CONVEYOR				
283 DREDGE DECK HAND				
284 FIRE PERSON OR TANK CAR HEATER				
285 GRVL SCR N PLNT-PORT,NOCRUSH/WASH				
286 GREASER (TRUCK OR TRACTOR)				
287 LEVER PERSON				
288 OILR-SHVL,CRANE,DLINE,CRUSH,MILL				
289 POWER SWEEPER				
290 ROLLER ON GRAVEL COMPACTION				
291 SELF PROPELLED VIBRATING PACKER				
292 SHEEP FOOT ROLLER				
293 TRACTOR, WHEEL TYPE,OVER 50 H.P.				
294 TRUCK CRANE OILER				
GROUP 1	2006-10-23	23.55	10.25	33.80
	2007-05-07	24.25	11.10	35.35
301 MECHANIC - WELDER				
302 TRACTOR TRAILER DRIVER				
303 TRUCK DRVR,OPER HAND/PWR WINCH				
GROUP 2	2006-10-23	24.00	9.25	33.25
	2007-05-01	23.70	11.10	34.80
304 4 OR MORE AXLE,STRGHT BODY TRUCK				
GROUP 3	2006-10-23	22.90	10.25	33.15
	2007-05-01	23.60	11.10	34.70
305 BITUMINOUS DISTRIBUTOR DRIVER				
306 BITUMINOUS DISTRIBUTOR-1 PERSON				
307 THREE AXLE UNITS				
GROUP 4	2006-10-23	22.65	10.25	32.90
	2007-05-01	23.35	11.10	34.45
308 BITUMINOUS DISTRIBUTOR SPRAY OPR				
309 DUMP PERSON				
310 GREASER				
311 PILOT CAR DRIVER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
312 RUBBER TIRED SELF PROPELL PCKER				
313 TWO AXLE UNIT				
314 SLURRY OPERATOR				
315 TANK TRUCK HELPER-GAS,OIL,WATER				
316 TRACTOR OPERATOR, UNDER 50 H.P.				
401 HEATING AND FROST INSULATORS	2006-10-23	34.68	15.87	50.55
	2007-06-01	36.68	15.87	52.55
402 BOILERMAKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVGAGE@STATE.MN.US			
403 BRICKLAYERS	2006-10-23	29.89	14.40	44.29
404 CARPENTERS	2006-10-23	29.17	13.50	42.67
	2007-05-01	30.72	13.50	44.22
405 CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVGAGE@STATE.MN.US			
406 CEMENT MASONS	2006-10-23	29.40	12.75	42.15
407 ELECTRICIANS	2006-10-23	34.25	17.85	52.10
408 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVGAGE@STATE.MN.US			
409 GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVGAGE@STATE.MN.US			
410 LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVGAGE@STATE.MN.US			
411 GROUND PERSON	2006-10-23	20.74	10.77	31.51
	2007-05-01	21.62	11.03	32.65
412 IRONWORKERS	2006-10-23	32.90	15.52	48.42
413 LINEMAN	2006-10-23	30.95	13.73	44.68
	2007-05-01	32.27	14.11	46.38
414 MILLWRIGHT	2006-10-23	29.38	14.34	43.72
415 PAINTERS	2006-10-23	29.35	12.90	42.25
416 PILEDRIVER	2006-10-23	29.17	13.50	42.67
	2007-05-01	30.72	13.50	44.22
417 PIPEFITTERS - STEAMFITTERS	2006-10-23	33.69	17.59	51.28
418 PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVGAGE@STATE.MN.US			
419 PLUMBERS	2006-10-23	33.82	16.06	49.88
	2007-05-01	36.04	16.06	52.10
420 ROOFER	2006-10-23	30.94	11.30	42.24

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
421 SHEET METAL WORKERS	2006-10-23	35.15	14.66	49.81
	2007-05-01	37.10	14.66	51.76
422 SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
423 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
424 TILE SETTERS	2006-10-23	27.28	16.48	43.76
425 DRYWALL TAPER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
430 WIRING SYSTEM TECHNICIAN	2006-10-23	28.35	10.84	39.19
431 WIRING SYSTEM INSTALLER	2006-10-23	19.72	10.84	30.56
435 ASBESTOS ABATEMENT WORKER	2006-10-23	25.22	10.31	35.53
	2007-01-01	26.72	10.31	37.03
436 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			

LABOR STANDARDS UNIT

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

On August 28, 2006 the commissioner certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "four or more axle units, straight body trucks," "three axle units," "tractor only," and "tractor trailers." The certification by the commissioner came after Notice of Determination of Truck Rental Rates by the commissioner, including the determination of truck operating costs, was published in the *State Register* on June 26, 2006 and the informal conference pursuant to *Minnesota Rules*, Part 5200.1105 to receive further public input prior to certification was held at the department on July 24, 2006.

The operating costs were determined by survey on a statewide basis. The operating cost for "four or more axle units, straight body trucks" was determined by survey to be \$36.06 per hour. The operating cost for "three axle units" was determined by survey to be \$34.61 per hour. The operating cost for "tractor only" was determined by survey to be \$43.95 per hour. The operating cost for "trailer only" was determined to be \$11.46 per hour. The operating cost for "tractor trailers" was determined by survey to be \$55.41 per hour.

Adding the prevailing wage for drivers of these four types of trucks from each of the state's ten highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows:

	Tractor Trailer	4 or More Axle	3 Axle	Tractor Only
Region 1	88.81	68.91	67.36	77.35
Region 2	83.88	52.27	50.58	72.42
Region 3	83.88	56.18	62.42	72.42
Region 4	71.62	52.27	54.61	60.16
Region 5	76.41	60.64	59.19	64.95
Region 6	87.01	60.66	65.56	75.55
Region 7	80.51	60.66	62.42	69.05
Region 8	79.46	60.11	55.42	68.00
Region 9	89.21	69.31	67.76	77.75
Region 10	80.51	60.66	62.42	69.05

The operating costs, including the average truck broker fee paid by those survey respondents who reported paying truck broker fees, and the truck rental rates may also be reviewed by accessing the department's web site at www.doli.state.mn.us. Questions regarding the operational costs and truck rental rates can be answered by calling (651) 284-5091.

The minimum truck rental rates certified for these four types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy

construction projects financed in whole or part with state funds advertised for bid on or after August 28, 2006.

M. SCOTT BRENER,
COMMISSIONER

DIVISION S

S-1 CONTACT INFORMATION

Questions regarding this Project, including any questions prior to bidding, shall be directed to:

Elizabeth Benjamin
Resident Engineer
Metro District,
Mendota Resident Office
2229 Pilot Knob Road
Mendota Heights, MN 55120.
Telephone: (651) 406-4835 (Office)
FAX: (651) 406-4724.

S-2 PRICE ADJUSTMENT FOR STEEL MATERIALS

This provision will only apply to reinforcing steel for cast-in-place bridges and retaining walls, structural steel for bridge girders and metal railings, for steel piling for bridges and retaining walls. For concrete pavement, it will also apply to dowel bars, but will not apply for bar reinforcement or steel fabric. Piling includes Shell and H-piling, but does not include sheet piling. Wire fence systems are excluded from metal railings. No other steel material are covered by this Special Provisions.

S-2.1 Mn/DOT will use the 20-City Average for Steel from *Engineering News-Record* as a basis of any price adjustment. The Benchmark Price (BP) will be the published Price for the month bids are opened. The Adjusted Price (AP) will be the published Price for the month that the steel is shipped from the mill or warehouse. The following table indicates which 20-City Average Price will be used for which product.

Product	ENR 20-City Average Cost
For Rebar (reinforcing bars and dowel bars)	Reinforcing Bars: Grade 60, #4
Steel Piling	Steel Piling: H-Pile
Bridge girders (excluding structural bolts and metal attachments)	Hot-Rolled Carbon Steel Plate
Metal Railings	Hot-Rolled Carbon Steel Plate

S-2.2 Price adjustments will be made when, and only when, the Benchmark Price and Adjusted Price differs by 15.00 % or more. Payments will be made only for the price adjustments in excess of 15%.

Adjustments in compensation may be either plus or minus depending on the differences between the Benchmark Index and the Adjusted Index.

The Contractor shall submit copies of the mill or warehouse invoices, showing the shipping dates, for all steel referenced above. These invoices shall cover all steel materials to be placed on this Project. The Contractor shall also submit documentation showing where the steel will be placed on the Project.

S-2.3 This provision will apply to pay items with a total bid dollar value of \$25,000 or greater.

S-2.4 Adjustment Formula

If the price goes up
 $PA = \{(AP - BP) - (BP * 0.15)\} * Q$

If the Price goes down
 $PA = \{(BP - AP) - (BP * 0.15)\} * Q$

Where:

- BP = Benchmark Price (published cost the month of letting) (\$ per 100 pounds)
- AP = Adjusted Price (published cost the month steel is shipped from mill) (\$ per 100 pounds)
- Q = Quantity (in pounds) of steel material

S-2.5 Adjustments will only be made for fluctuations in the cost of the steel used in these items. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc..

S-2.6 Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this Special Provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

S-2.7 No steel cost adjustments will be made for any indexed items manufactured from steel having a mill shipping date prior to the letting date of the Contract.

S-3 (1103) DEFINITIONS

The provisions of Mn/DOT 1103 are supplemented and/or modified with the following:

S-3.1 The definition for **SPECIMEN TREE** is revised to read as follows:

A notable and valued tree in consideration of species, size, condition, age, longevity, durability, crown development, function, visual quality, and public or private prominence or benefit as indicated in the contract documents or as determined by the Engineer.

S-4 (1206) PREPARATION OF PROPOSAL

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

S-4.1 The first paragraph of Mn/DOT 1206.2 is hereby changed to read:

The bidder's attention is directed to MN Statute § 161.32 subd. 1c, which provides among other things, that a bid will be rejected if it contains any alterations or erasures that are not corrected as follows:

S-4.2 The following is added to Mn/DOT 1206:

1206.4 VALUE OF SUBMITTAL

ALL submittals with a value of over \$5,000,000.00 (five million dollars) MUST utilize the "Two way electronic bidding" method described in Mn/DOT 1206.

S-5 (1209) DELIVERY OF PROPOSALS

The provisions of Mn/DOT 1209 are hereby supplemented with the following:

S-5.1 All bids submitted with a value of over \$5,000,000.00 (five million dollars) **MUST** utilize the "Two way electronic bidding" method described in Mn/DOT 1206.

S-6 **(1302) AWARD OF CONTRACT**

Award of Contract shall be in accordance with the provisions of Mn/DOT 1302 and the following:

S-6.1 **ESCROW OF BID DOCUMENTS**

(A) The Contractor shall submit a legible copy of bid documentation used to prepare the bid for this Contract to the Mn/DOT Contract Administration Engineer or his authorized representative. Such documentation will be placed in escrow with a banking institution or other bonded document storage facility, and preserved by that institution/facility as specified below:

The term "bid documentation" means all writings, working papers, computer printout charts, and all other data calculations used by the Contractor to determine the bid in bidding for this Contract. The bid documentation includes, but is not limited to, Contractor equipment rates, Contractor overhead rates, labor rates, efficiency or productivity factors, arithmetic extensions, and such rates and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Contractor in formulating and determining the amount of the bid.

The bid documentation also includes any manuals which are standard to the industry used by the Contractor in determining the bid for this Project. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. (The term "bid documentation" does not include documents provided by Mn/DOT for use by the Contractor in bidding this Project.)

The Contractor shall submit the bid documentation to Mn/DOT in a container suitable for sealing no later than ten (10) Calendar Days following Award of the Contract by the Department.

The container shall be clearly marked "Bid Documentation" and shall have entered on the face of the container, the Contractor's name, the date of submittal, and the State Project Number. Failure to submit the documentation may result in cancellation of the Award, in which case Mn/DOT will retain the bid bond.

(B) In addition to the bid documentation a notarized affidavit signed by an individual authorized by the Contractor to execute bidding **Proposals** shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Contractor to determine the bid for this Project, and that all such bid documentation has been included.

(C) Upon receipt of the bid documentation, authorized representatives of Mn/DOT and the Contractor will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Contractor shall immediately furnish Mn/DOT with any other needed bid documentation. Mn/DOT, upon determining that the bid documentation is complete, will immediately place the complete documentation and affidavit in the container in the presence of the Contractor's representative, and seal it.

Both parties will deliver the sealed container to a banking institution or other bonded document storage facility selected by Mn/DOT for placement in a safety deposit box, vault or other secure accommodation.

(D) Subcontractors bidding work equaling or exceeding \$50,000.00 are required to submit bid documents as described in Paragraph A above. The subcontractor's bid documents are to be sealed in a separate container and delivered by their representative to the Mn/DOT Contract Administration Engineer or his authorized representative.

The subcontractor's bid documents shall remain in escrow during the life of the Contract or until such time as the Contractor notifies Mn/DOT of its intention to make a claim or initiates litigation against Mn/DOT related to the subcontractor's work. If no such notification is received and the Contractor has signed the Certificate

of Final Acceptance, or, at the discretion of the Department, upon Final Acceptance of Work, Mn/DOT shall release the sealed container to the subcontractor(s).

The subcontractor affirms that its sealed container delivered to Mn/DOT contains all of the information used to determine the bid and that no other bid documentation, relating to the subcontractor's work, exists.

(E) The bid documentation and affidavit shall remain in escrow during the life of the Contract or until such time as the Contractor notifies Mn/DOT of its intention to file a claim or its initiation of litigation against Mn/DOT related to the Contract. Notification of the Contractor's intention to file a claim, or litigation against Mn/DOT shall be sufficient evidence for Mn/DOT to obtain release and custody of the bid documentation. If no such notification is received and the Contractor has signed the Certificate of Final Acceptance, or, at the discretion of the Department, upon Final Acceptance of Work, Mn/DOT shall release the sealed container to the Contractor.

(F) The Contractor affirms that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be utilized by the Contractor in litigation over claims brought by the Contractor arising out of this Contract.

Refusal of the Contractor to provide adequate documentation after execution of the Contract will be considered material breach of the Contract, and the Contractor will be declared in default of the Contract. Mn/DOT may, at its option, terminate the Contract for default. These remedies are not exclusive, and Mn/DOT may take such other action as is available to it under the law.

(G) The bid documentation and affidavit in escrow are, and will remain, the property of the Contractor. Mn/DOT has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless notification of the intention to file a claim is received or litigation ensues between Mn/DOT and the Contractor. In the event of such notification or litigation, the bid documentation and affidavit shall become the property of Mn/DOT.

(H) The cost of escrow will be borne by Mn/DOT. Payment for compilation of the data, container, cost of verification of the bid documentation or any other costs that may be incurred by the Contractor in fulfilling these requirements shall be considered incidental to the Contract.

S-7 (1305) REQUIREMENT OF CONTRACT BOND

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

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

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

S-8 (1306) EXECUTION AND APPROVAL OF CONTRACT

The provisions of Mn/DOT 1306 are modified to the extent the Contract shall be signed, and the Contract Bond delivered, in the offices of the Commissioner of Transportation at St. Paul, Minnesota within three (3) days, excluding Saturdays, Sundays and holidays, after the bidder has been advised that his/her bid has been accepted subject to execution and approval of the Contract as required by law, and that notification thereof has been made by letter.

S-9 **(1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL**

All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part VI, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of Mn/DOT 1404 and 1710, the Minnesota Standard Signs Manuals Parts I and II, the Traffic Engineering Manual, the Traffic Control Layouts/Typical Traffic Control Layouts in the Plans, and these Special Provisions.

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

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

The Contractor is advised of the changes to the Prevailing Wage Coverage as noted in the Notice to Bidders – Traffic Control Prevailing Wage Coverage contained in the front of this Proposal.

S-9.1 **TRAFFIC CONTROL**

(A) The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

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

(B) If traffic control layouts are not present in the Plan, or the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least fourteen (14) days prior to the start of construction. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

(C) The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.

(D) The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with **the Traffic Control Layouts**, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.

The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(E) The person performing the inspection in paragraph (D) above, shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

The Contractor shall be required to provide copies of the inspection logs, within the time frame agreed upon, when requested by the Engineer. **If the Contractor is negligent in providing the inspection logs within the time frame agreed upon, the Contractor shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(F) The third sentence of paragraph 2 in Mn/DOT 1404.7 (Winter Suspension) is hereby revised as follows:

"In the event that any Contractor-owned traffic control devices are damaged or destroyed making them ineffective for their intended use, the Contractor will receive payment in the amount of the value of the traffic control device as determined by the Engineer."

(G) If, at any time, the Contractor fails to, in a timely manner, properly furnish, install, maintain or remove any of the required traffic control devices, the Department reserves the right to properly correct the deficiency. **Each time the Department takes such corrective action, the costs thereof, including mobilization, plus \$5,000 will be deducted from monies due or coming due the Contractor.**

(H) Measurement and Payment:

Traffic Control will be measured and paid for as follows:

Payment for furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flagpersons) as required will be made as a lump sum under Item 2563.601 (Traffic Control) and according to the following schedule:

- (1) When 5 percent of the Contract amount is earned, 50 percent of the amount bid for traffic control will be paid.
- (2) When 10 percent, or more, of the Contract amount is earned, an additional 25 percent of the amount bid for traffic control will be paid.
- (3) When 50 percent, or more, of the Contract amount is earned, an additional 20 percent of the amount bid for traffic control will be paid.
- (4) The remaining 5 percent bid for traffic control will be paid when all work has been completed and accepted.
- (5) In all items above, the original Contract amount shall be the total value of all Contract Items including the traffic control item, but the percentage earned in each case shall be exclusive of the traffic control item.

S-9.2

VEHICLE WARNING LIGHT SPECIFICATION

All Contractors', subcontractors' and suppliers' mobile equipment, which are working in the lane closure or within 4.5 m [15 feet] of the lane closure, shall be equipped with operable warning lights which meet the appropriate requirements of the SAE specifications. This would include any vehicle which enters the traveled roadway at any time. The SAE specification requirements are as follows:

360 Degree Rotating Lights - SAE Specification J845

Flashing Lights - SAE Specification J595

Flashing Strobe Lights - SAE Specification J1318

Lights shall be mounted so that at least one light is visible at all times when at eye level from a 18 m [60 foot] radius about the equipment. This specification is to be used for both day and night time operations. All costs incurred to provide warning lights shall be at no cost to the Department. These warning lights shall be operating and visible when a vehicle decelerates to enter a construction work zone and again when a vehicle leaves the work zone and enters the traveled traffic lane.

Any warning lights shall be on the list of approved lights which may be obtained by contacting:

Vehicle Warning Lights
Office of Construction MS650
Transportation Bldg. OR by calling: (651)296-3126
395 John Ireland Blvd.
St. Paul, MN 55155

This list is updated periodically. Warning light suppliers and manufacturers may contact the above for information on adding new products to the list.

S-9.3 FLAGGER TRAINING

Any person acting as a flagger on this Project shall have attended a training session taught by a Contractor's qualified trainer. The Contractor's qualified trainer shall have completed a "Mn/DOT Flagger Train the Trainer Session" in the five years previous to the start date of this Contract and shall be on file as a qualified flagger trainer with the Department. The Flagger Trainer's name and Qualification Number shall be furnished by the Contractor at the pre-construction meeting. The Contractor shall provide all flaggers with the Mn/DOT Flagger Handbook and shall observe the rules and regulations contained therein. This handbook shall be in the possession of all flaggers while flagging on the Project. The Contractor shall obtain handbooks from the Department. Flaggers shall not be assigned other duties while working as authorized flaggers. The "Checklist for Flagger training" form shall be furnished to the Engineer any time a new flagger reports to work on the Project. The "Checklist for Flagger Training" form can be found at: <http://www.dot.state.mn.us/const/wzs/flaggerchecklist%20.pdf>.

The Engineer will have the right to waive the above requirements.

S-9.4 TEMPORARY LANE CLOSURE REQUIREMENTS:

(A) Unless otherwise authorized by the Engineer, any temporary lane closure extending to or beyond 300 m [1000 feet] shall have a minimum of one Type III barricade placed in the closed lane for every 300 m [1000 feet] of extension.

(B) All temporary lane closures shall have plastic drum-like channelizers, Type I or Type II barricade or Direction Indicator Barricade in the lane closure taper and also in any shifts in traffic alignment.

(C) 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.

(D) Temporary lane closures or other restrictions by the Contractor, during work hours and consistent with the time restrictions, will be permitted during those hours and at those locations approved by the Engineer. Requests for temporary lane closures shall be made at least 24 hours prior to such closures. When a temporary lane closure is used by the Contractor, the closure shall be incidental work and no direct compensation will be made therefore.