### SPECIFICATIONS AND SPECIAL PROVISIONS FOR THE CONSTRUCTION OF

### PEDESTRIAN CURB RAMPS ON VARIOUS COUNTY ROADS

RAMSEY COUNTY, MN P-3074

March 2015

Ramsey County Department of Public Works 1425 Paul Kirkwold Drive Arden Hills, Minnesota 55112-3933

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PEDESTRIAN CURB RAMPS ON VARIOUS COUNTY ROADS RAMSEY COUNTY, MN P-3074

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#### **Attachments:**

- 1. MnDOT Pedestrian Curb Ramp Details (1-5)
- 2. APS Details / Signal Information (1-10)
- 3. Median Nose Detail 7113A
- 4. Type C Sign Installation Detail
- 5. Annual Right-of-Way User Registration Form
- 6. Excavation or Obstruction Permit Application

### **CERTIFICATION**

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under State of Minnesota Statutes Section 326.02 to 326.15.

Lucas Lortie, PE

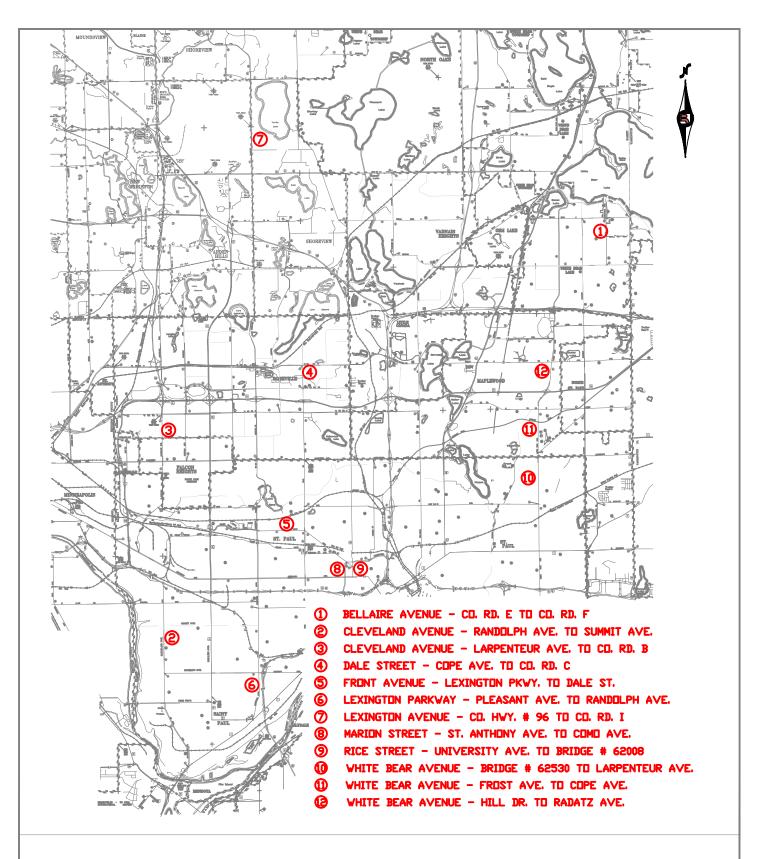
Date: 03/09/2015

Lic. No.: 52 199

Reviewed by:

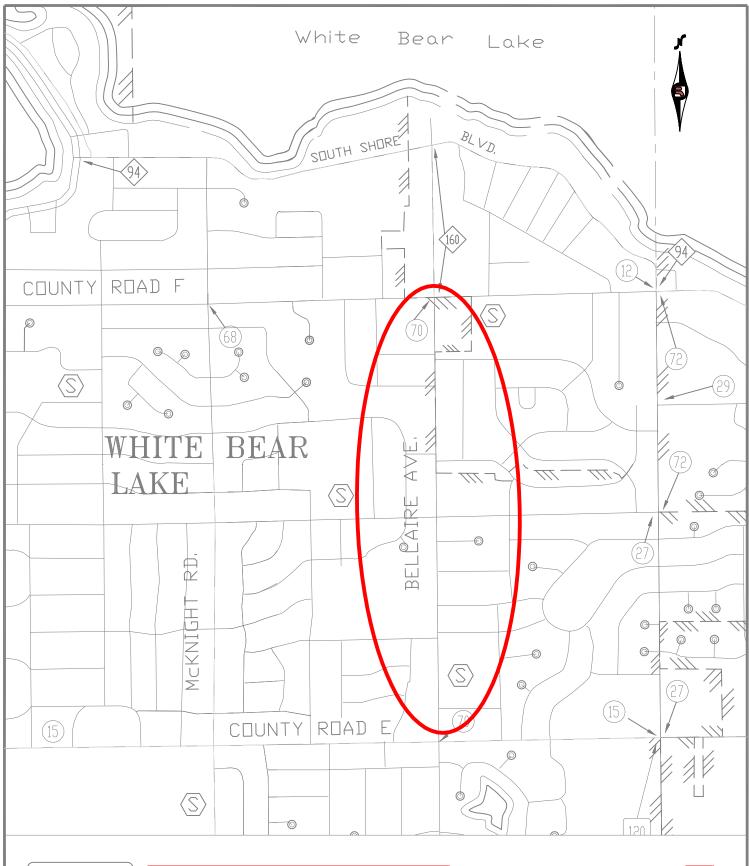
Date: **3** 

Ramsey County Department of Public Works 1425 Paul Kirkwold Drive Arden Hills, Minnesota 55112-3933 651.266.7100





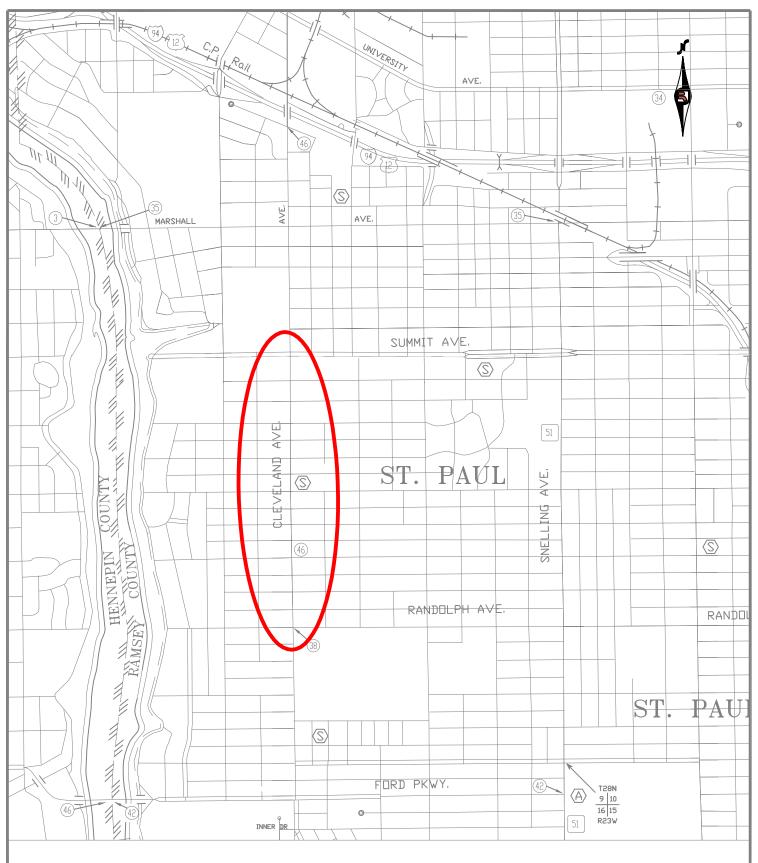
PROJECT LOCATION MAP
2015 PEDESTRIAN CURB RAMPS
COUNTY WIDE
COUNTY PROJECT # P-3074





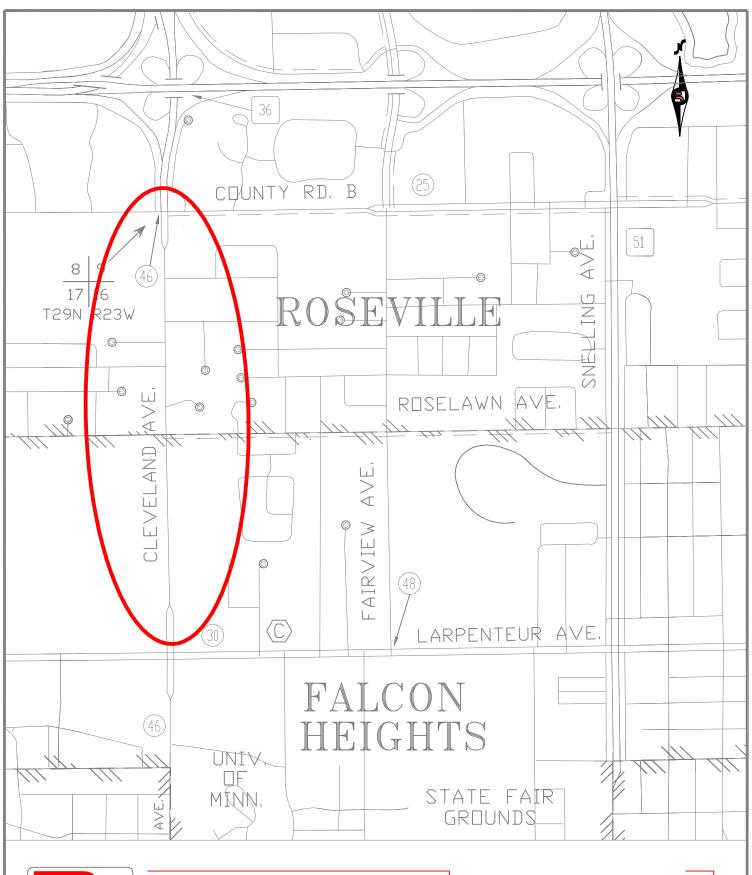
PROJECT LOCATION MAP

BELLAIRE AVENUE
CO. RD. E - CO. RD. F
COUNTY PROJECT # P-3074



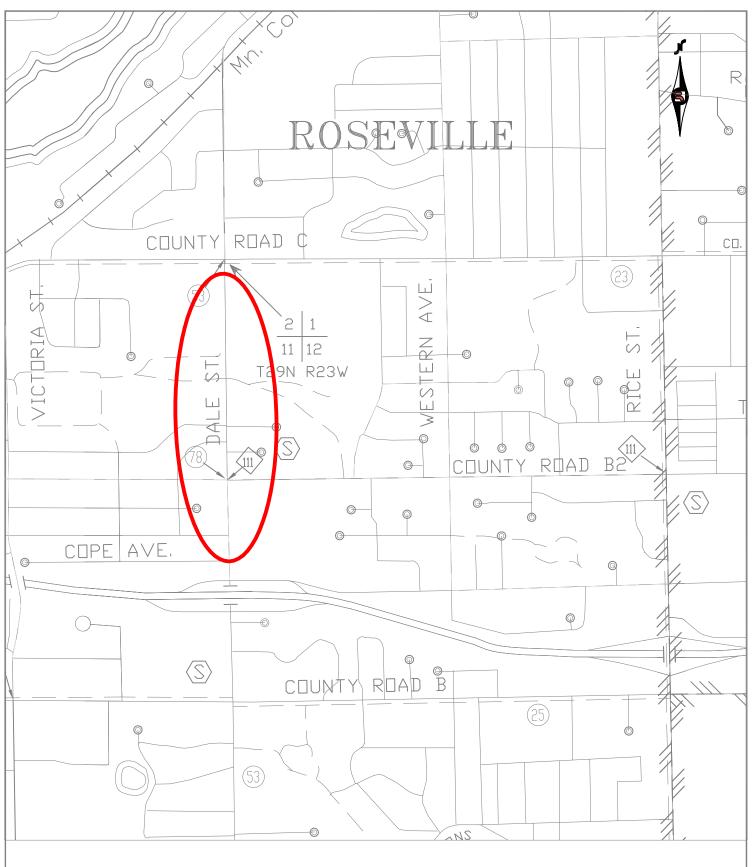


PROJECT LOCATION MAP
CLEVELAND AVENUE
RANDOLPH AVE. TO SUMMIT AVE.
COUNTY PROJECT # P-3074





PROJECT LOCATION MAP
CLEVELAND AVENUE
LARPENTEUR AVE. — CO. RD. B
COUNTY PROJECT # P—3074



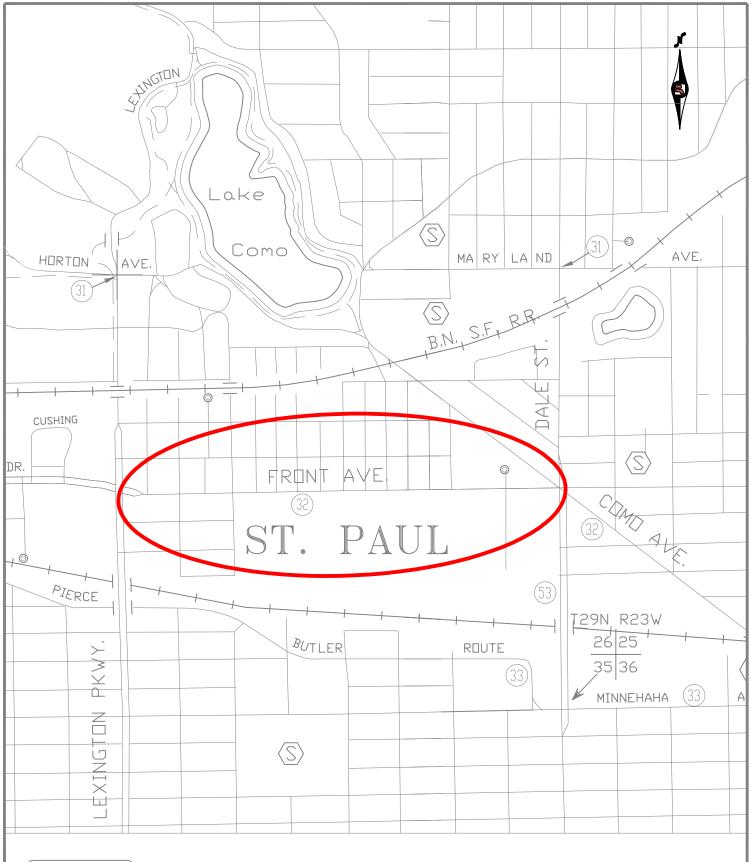


PROJECT LOCATION MAP

DALE STREET

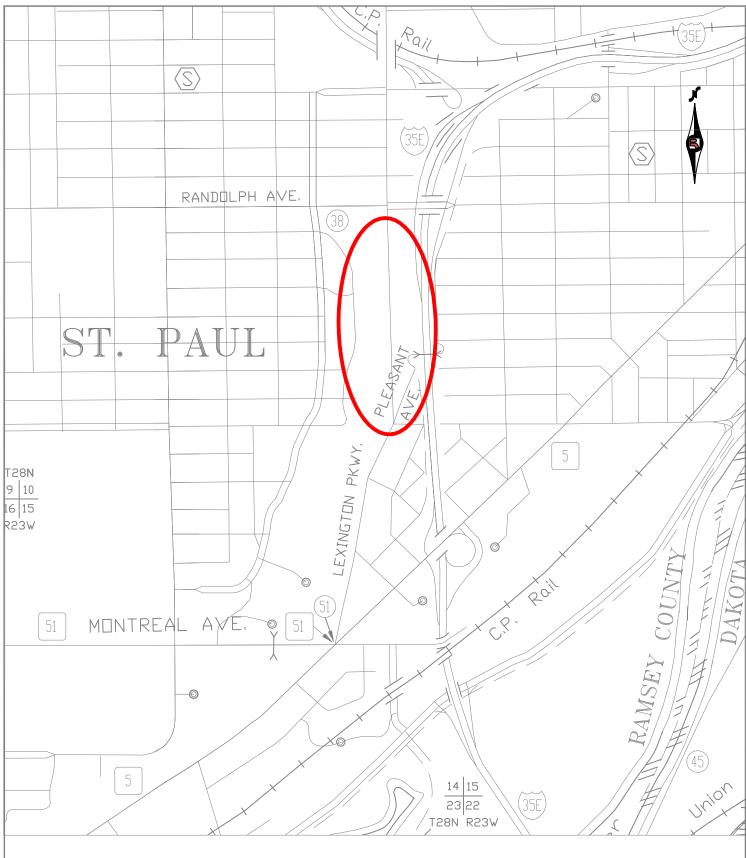
COPE AVE. — CO. RD. C

COUNTY PROJECT # P—3074



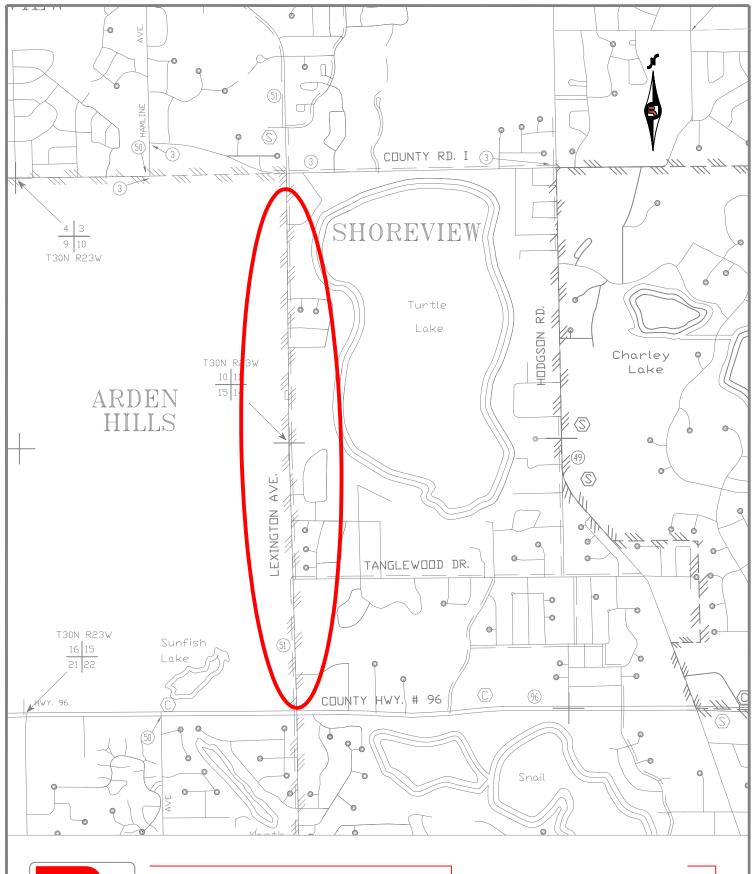


PROJECT LOCATION MAP
FRONT AVENUE
LEXINGTON PKWY. - DALE ST.
COUNTY PROJECT # P-3074



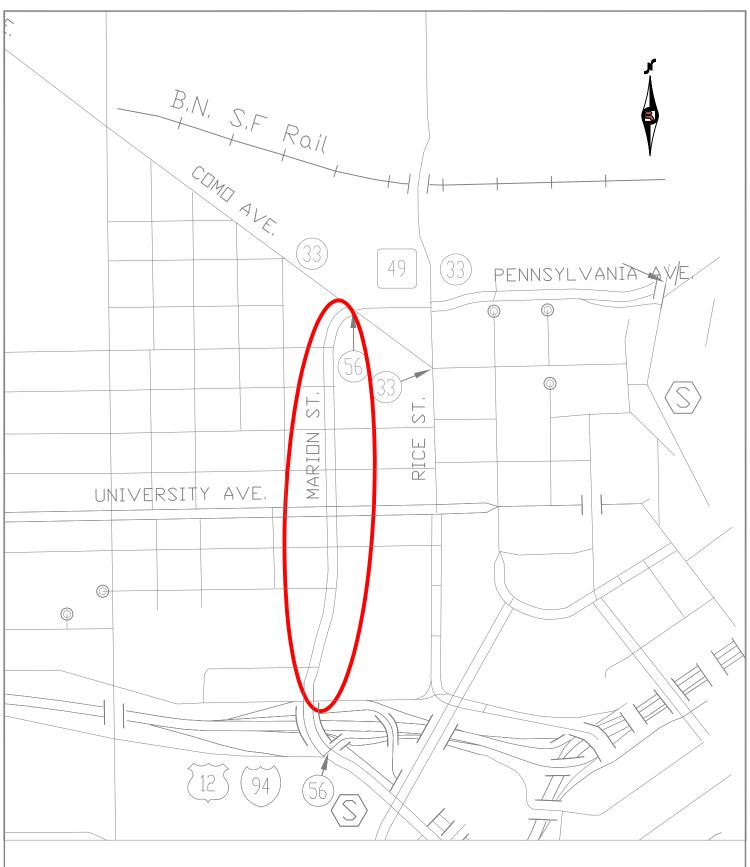


PROJECT LOCATION MAP LEXINGTON PARKWAY PLEASANT AVE. — RANDOLPH AVE. COUNTY PROJECT # P—3074





PROJECT LOCATION MAP
LEXINGTON AVENUE
CO. HWY. # 96 - CO. RD. I
COUNTY PROJECT # P-3074





PROJECT LOCATION MAP

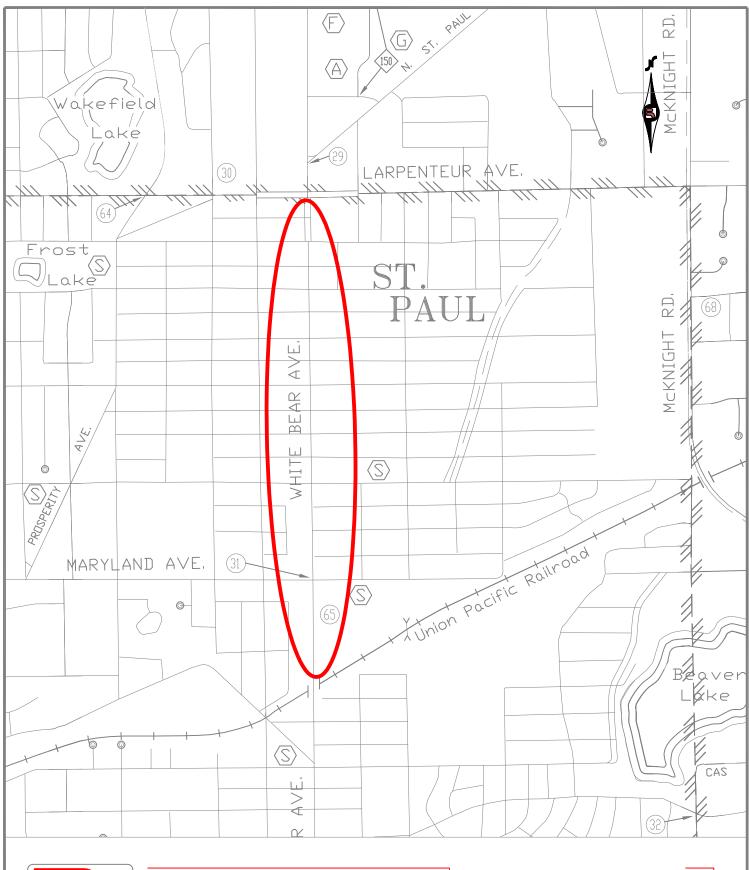
MARION STREET
ST. ANTHONY AVE. — COMO AVE.
COUNTY PROJECT # P-3074





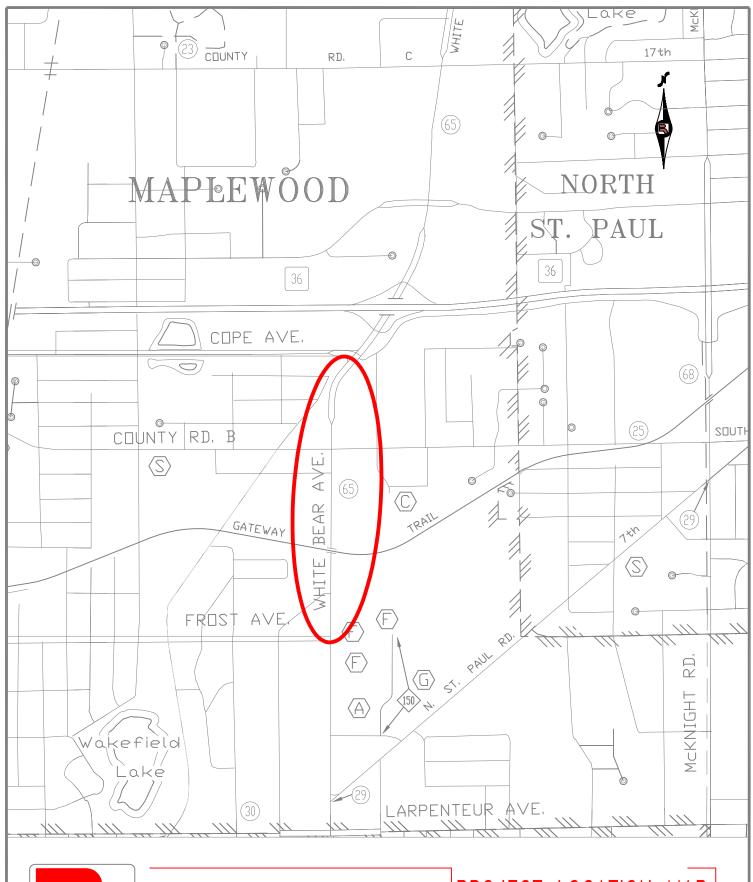
PROJECT LOCATION MAP

RICE STREET
UNIVERSITY AVE. — BRIDGE # 62008
COUNTY PROJECT # P-3074



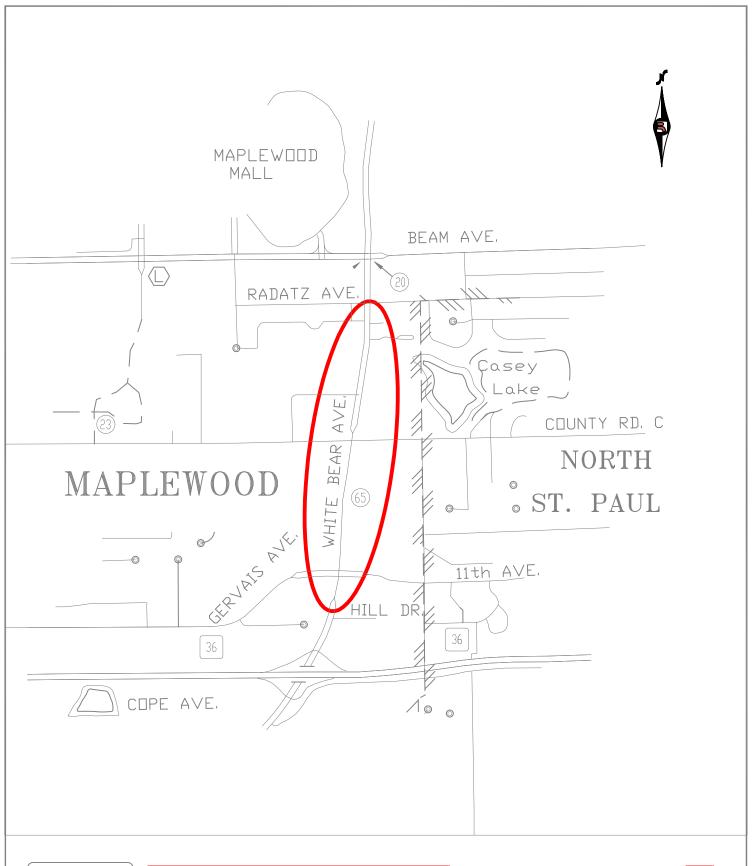


PROJECT LOCATION MAP WHITE BEAR AVENUE BRIDGE # 62530 — LARPENTEUR AVE. COUNTY PROJECT # P—3074





PROJECT LOCATION MAP
WHITE BEAR AVENUE
FROST AVE. — COPE AVE.
COUNTY PROJECT # P-3074





PROJECT LOCATION MAP
WHITE BEAR AVENUE
HILL DR. — RADATZ AVE.
COUNTY PROJECT # P-3074

### SPECIFICATIONS, SPECIAL PROVISIONS, AND GENERAL PROVISIONS FOR THE CONSTRUCTION OF:

PEDESTRIAN CURB RAMPS ON VARIOUS COUNTY ROADS IN RAMSEY COUNTY, MN P-3074

### Approximate statement of major items of work:

Length of Project	77	Intersections
Traffic Control	1	Lump Sum
Remove Curb and Gutter	5,581	Linear Feet
Remove Sidewalk	42,439	Square Feet
Remove and Replace Bituminous Pavement	5,831	Linear Feet
6" Concrete Walk	44,019	Square Feet
Concrete Curb and Gutter	5,996	Linear Feet
Truncated Domes	4,708	Square Feet
Site Restoration	220	Each

### STATEMENT OF ESTIMATED QUANTITIES PEDESTRIAN CURB RAMPS ON VARIOUS COUNTY ROADS

				ESTIMATED
NOTES	ITEM NO	CONTRACT ITEM	UNIT	QUANTITIES
	2021.501	MOBILIZATION	LUMP SUM	1
	2104.501	REMOVE CURB & GUTTER	LIN FT	5581
	2104.503	REMOVE BITUMINOUS WALK	SQ FT	1410
	2104.503	REMOVE CONCRETE SIDEWALK	SQ FT	42439
	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	SQ FT	480
1	2104.602	SALVAGE & INSTALL SIGN PANEL TYPE C	EACH	25
1,2	2104.603	REMOVE & REPLACE BITUMINOUS PAVEMENT	LIN FT	5831
	2105.501	COMMON EXCAVATION	CU YD	24
1	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	100
	2360.505	BITUMINOUS MIXTURE FOR PATCHING	TON	100
	2506.522	ADJUST FRAME & RING CASTING	EACH	5
1,2	2521.501	4" CONCRETE WALK	SQ FT	1000
1,2	2521.501	6" CONCRETE WALK	SQ FT	44019
2	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	1815
2	2531.501	CONCRETE CURB AND GUTTER DESIGN B612 (MOD)	LIN FT	135
2	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	120
2	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	3926
1	2531.602	CONCRETE MEDIAN NOSE-SPECIAL	EACH	3
2	2531.603	CONCRETE CURB DESIGN V	LIN FT	500
1	2531.618	TRUNCATED DOMES	SQ FT	4708
1	2563.601	TRAFFIC CONTROL	LUMP SUM	1
1	2563.601	TEMPORARY PEDESTRIAN ACCESS CONTROL	LUMP SUM	1
	2564.531	SIGN PANEL TYPE C	SQ FT	15
	2564.552	HAZARD MARKER X4-2	EACH	3
1	2565.602	APS PEDESTRIAN PUSH BUTTON STATION	EACH	8
1	2565.616	APS SYSTEM	SYSTEM	2
	2573.530	STORM DRAIN INLET PROTECTION	EACH	100
_	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1
1,2	2575.602	SITE RESTORATION	EACH	220

### **CONSTRUCTION NOTES**

- 1. SEE SPECIAL PROVISIONS.
- 2. FOR ADA.

Estimated Removal Quantities - 2015 Pedestrian Curb Ramps on various Ramsey County Roads

Bellaire Ave. - County Rd. E to County Rd. F

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Matoska School - X-walk - west	0	0	210	0	12
Matoska School - X-walk - east	0	110	40	0	12
Dorthy AveSE	20	200	0	0	20
Dorthy AveNE	20	140	0	0	20
Blomquist AveSE	20	110	0	0	20
Blomquist AveNE	20	110	0	0	20
Cedar AveSW	30	0	0	0	30
Cedar AveSE	10	200	0	0	40
Cedar AveNW	40	250	0	0	40
Cedar AveNE	2	0	0	0	30
Martin Way - X-walk -west	15	0	0	0	25
Martin Way - X-walk - east	0	0	0	0	25
County Rd. F-SW	30	190	0	0	40
County Rd. F-SE	20	790	0	0	40
County Rd. F-NW	0	0	0	0	40
County Rd. F-NE	0	0	0	0	40

# Cleveland Ave. - Larpenteur Ave. to County Rd. B

5

454

5

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250

SF

1570

5

227

Bellaire Ave. Totals =

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Roselawn AveSW	40	120	30	0	40
Roselawn AveSE	40	105	30	0	40
Roselawn AveNW	40	200	0	0	40
Roselawn AveNE	40	120	0	0	40
Loren RdSE	30	180	0	0	30
Loren RdNE	30	150	0	0	30
Skillman AveSE	30	150	0	0	30
Skillman AveNE	30	170	0	0	30
Eldridge AveSE	30	130	0	0	30
Eldridge AveNE	30	170	0	0	30

5

340

1469

5

0

SF

0

SF

926

5

1329

Cleveland Ave. (St. Paul)Totals =

Cleveland Ave. - Randolph Ave. to Summit Ave.

James AveSW	40	280	0	0	40
James AveSE	40	278	0	0	40
James AveNW	40	252	0	0	40
James AveNE	40	264	0	0	40
Palace AveSW	38	240	0	0	40
Palace AveSE	38	288	0	0	39
Palace AveNW	23	170	0	0	24
Palace AveNE	36	245	0	0	37
Juliet AveSW	37	234	0	0	38
Juliet AveSE	35	237	0	0	36
Juliet Ave.NW	38	226	0	0	39
Juliet AveNE	35	234	0	0	36
Jefferson AveSW	46	185	0	0	47
Jefferson AveSE	31	193	0	0	32
Jefferson AveNW	46	205	0	0	47
Jefferson Ave.NE	32	192	0	0	33
Wellesley AveSW	37	239	0	0	38
Wellesley AveSE	39	255	0	0	40
Wellesley AveNW	36	232	0	0	37
Wellesley AveNE	37	248	0	0	38
Stanford AveSW	37	233	0	0	38
Stanford AveSE	36	239	0	0	37
Stanford AveNW	37	232	0	0	38
Stanford AveNE	36	241	0	0	37
Berkely Ave.SW	10	262	0	0	34
Berkely AveSE	56	254	0	0	27
Berkely AveNW	10	281	0	0	34
Berkely AveNE	38	262	0	0	39
St. Clair AveSE	31	228	0	0	32
St. Clair AveNE	31	249	0	0	32
Sargent AveSW	34	168	0	0	35
Sargent AveSE	35	273	0	0	36
Sargent AveNE	34	262	0	0	35
Fairmont AveSW	34	263	0	0	35
Fairmont AveSE	35	273	0	0	36
Fairmont AveNW	36	302	0	0	37
Fairmont AveNE	35	272	0	0	36
Grand AveSW	18	150	0	0	20
Grand AveSE	11	200	0	0	30
Grand AveNW	11	202	0	0	30
Grand AveNE	10	226	0	0	30

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SF

Lexington Pkwy. (St. Paul) Totals =

Dale St. - T.H. # 36 to County Rd. C

	100	100	U	
tic - south-SW	100		>	40
tic - south-SW	0	0	0	30
tic - south-SW	•	100	0	18
	0	100	0	18
	0	100	0	18
	0	100	0	18
	0	100	0	20
Central Park Athletic - South-INW	0	100	0	20
Central Park Athletic - north-SW	0	100	0	20
Central Park Athletic - north-NW	0	100	0	20
Overlook DrSW 0	0	100	0	18
Overlook Dr. NW	0	100	0	18

### Front Ave. - Lexington Ave. to Dale St.

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SF

Dale St. Totals =

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Churchill StNW	20	200	0	0	20
Churchill StNE	20	240	0	0	20
Oxford StNW	30	280	0	0	30
Oxford StNE	30	280	0	0	30
Argyle StNW	30	250	0	0	30
Argyle StNE	30	200	0	0	30
Kilburn StNW	30	220	0	0	30
Kilburn StNE	30	280	0	0	30
Ryde StNW	30	230	0	0	30
Ryde StNE	30	200	0	0	30
Colne StNW	25	180	0	0	25
Colne StNE	25	175	0	0	25

# Lexington Pkwy. - Pleasant Ave. to Randolph Ave.

R

SF

Front Ave. Totals =

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Pleasant AveSE	15	150	0	0	15
Pleasant AveNE	20	150	0	0	20
Scheffer AveSE	25	230	0	0	25
Scheffer AveNE	25	150	0	0	25
Nettleton AveSE	20	125	0	0	20
Nettleton AveNE	30	250	0	0	30

Lexington Ave. - Highway # 96 to County Rd. I

ocation	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Fomlyn AveSW	20	220	0	0	20
Fomlyn AveNW	20	220	0	0	20
Fanglewood DrNW	20	230	0	0	20
Fanglewood DrNE	20	260	0	0	20
Robinhood PL-SE	25	230	0	0	25
Robinhood PINE	25	220	0	0	25
ohn's RdNE	25	230	0	0	25
Nelson RdSE	25	240	0	0	25
Nelson RdNE	25	230	0	0	25
-ake Oaks DrSE	25	240	0	0	25
ake Oaks DrNE	25	230	0	0	25
Lake Beach DrSE	25	250	0	0	25
Lake Beach DrNE	25	250	0	0	25
Lake AveSE	25	200	0	0	25
Lake AveNE	25	210	0	0	25

## Rice St. - University Ave. to Bridge # 62008

5

355

5

0

R

0

R

3460

5

355

Lexington Ave. (Shoreview) Totals =

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Sherburne AveSW	30	200	0	0	30
Sherburne AveNW	40	300	0	0	40
Sherburne AveNE	30	200	0	0	30
Edmond AveSW	30	230	0	0	30
Edmond AveNW	30	200	0	0	30
Winter StSE	30	200	0	0	30
Winter StNE	30	260	0	0	30

220
<b>5</b>
0
R
0
S
1590
5
220
Rice St. Totals =

5

R

SF

White Bear Ave. (Maplewood - south) Totals =

Marion St. - St. Anthony Ave. to Como Ave.

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
St. Anthony AveSW	25	310	0	0	25
St. Anthony AveNW	25	280	0	0	25
St. Anthony Avewest median	25	280	0	0	25
St. Anthony Aveeast median	25	280	0	0	25
St. Anthony AveNE	20	200	0	0	20
Ravoux StSW	40	300	0	0	40
Ravoux StSE	25	150	0	0	25
Ravoux StNW	40	400	0	0	40
Ravoux StNE	25	150	0	0	25
Fuller AveSW	35	270	0	0	35
Fuller AveSE	25	130	0	0	25
Fuller AveNW	35	350	0	0	35
Fuller AveNE	25	130	0	0	25
Aurora AveSW	40	340	0	0	40
Aurora AveSE	40	320	0	0	40
Aurora AveNW	40	400	0	0	40
Aurora AveNE	40	340	0	0	40
Sherburne AveSW	40	300	0	0	40
Sherburne AveSE	40	290	0	0	40
Sherburne AveNW	40	280	0	0	40
Sherburne AveNE	40	280	0	0	40
Edmond AveSW	40	260	0	0	40
Edmond AveSE	20	180	0	0	20
Edmond AveNW	40	250	0	0	40
Edmond AveNE	40	220	0	0	40
Thomas AveSW	40	220	0	0	40
Thomas AveSE	20	190	0	0	20
Thomas AveNW	40	220	0	0	40
Thomas AveNE	20	200	0	0	20
Como Avewest turn lane	20	190	0	0	20
Como Avewest turn lane	20	200	0	0	20

### W.B.A. - Frost Ave. to Cope Ave.

SF

R

Marion St. Totals =

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Frost AveSW	30	150	0	0	30
Frost Ave.SE	30	350	0	30	0
Frost AveNW	30	150	0	0	30
Frost AveNE	30	250	0	30	0
Courthouse-south	15	120	0	0	15
Courthouse-north	15	120	0	0	15
Maplewood Comm. Center-south	15	120	0	0	15
Maplewood Comm. Center-north	15	120	0	0	15

1070

5

30

SF

0

R

7035

5

915

White Bear Ave. (St. Paul) Totals =

White Bear Ave. - St. Paul

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Hazel Park School South entSW	25	250	0	0	25
Hazel Park School South ent SE	30	310	0	30	0
Hazel Park School South entNE	0	75	0	0	0
Hazel Park School Norht entSE	0	75	0	0	0
Hazel Park School North entNE	0	75	0	0	0
Orange AveSE	25	140	0	0	25
Orange AveNE	25	200	0	0	25
Hyacinth AveSE	30	200	0	0	30
lvy AveSW	30	160	0	0	30
lvy AveSE	30	130	0	0	30
lvy AveNW	30	170	0	0	30
Ivy AveNE	30	160	0	0	30
Clear AveSW	30	150	0	0	30
Clear AveSE	35	200	0	0	35
Clear AveNW	30	170	0	0	30
Clear AveNE	30	180	0	0	30
Cottage AveSW	30	150	0	0	30
Cottage AveSE	30	150	0	0	30
Cottage AveNW	30	190	0	0	30
Cottage AveNE	30	190	0	0	30
Sherwood AveSW	30	150	0	0	30
Sherwood AveSE	30	180	0	0	30
Sherwood AveNW	30	210	0	0	30
Sherwood AveNE	30	150	0	0	30
Arlington AveSW	30	160	0	0	30
Arlington AveSE	30	180	0	0	30
Arlington AveNW	30	180	0	0	30
Arlington AveNE	30	160	0	0	30
Nevada AveSE	5	180	0	0	30
Nevada AveNE	5	190	0	0	30
Nebraska AveSW	5	250	0	0	30
Nebraska AveSE	30	200	0	0	30
Nebraska AveNW	30	220	0	0	30
Nebraska AveNE	30	190	0	0	30
Montana AveSW	2	180	0	0	30
Montana AveSE	30	210	0	0	30
Montana AveNW	5	200	0	0	30
Montana AveNE	30	160	0	0	30
Hoyt AveSW	0	160	0	0	30
Hovt Ave -SF	C	000	O	C	00

Estimated Removal Quantities - 2015 Pedestrian Curb Ramps on various Ramsey County Roads

W.B.A. - Gervais Ave. to Radatz Ave.

Location	Remove Curb	Remove Conc. Walk	Remove Bit. Walk	Sawcut Concrete	Rem. & Replacec Bit.
Gervais Ave. / 11th. AveSW	30	200	0	30	0
Gervais Ave. / 11th. AveSE	30	350	0	0	30
Gervais Ave. / 11th. AveNW	30	350	0	30	0
Gervais Ave. / 11th. AveNE	30	250	0	0	30
Gervais Ave. / 11th. Avewest nose	30	180	0	30	0
Gervais Ave. / 11th. Aveeast nose	30	180	0	0	30
County Rd. C-SW	30	300	0	30	0
County Rd. C-SE	30	300	0	30	0
County Rd. C-NW	30	300	0	30	0
County Rd. C-NE	30	280	0	30	0
Kohlman AveSW	25	150	0	25	0
Kohlman AveNW	25	150	0	25	0
Mesabi Ave east-SE	30	350	0	30	0
Mesabi Ave east-NE	30	250	0	30	0
Mesabi Ave east-nose	20	100	0	20	0
Mesabi Ave west-SW	0	150	0	0	0
Mesabi Ave west-NW	0	150	0	0	0
Radatz AveSW	25	150	0	25	0
Radatz AveSE	25	200	0	25	0
White Bear Ave. (Maplewood - north) Totals =	480 LF	4340	SF 0 S	SF 390 L	LF 90

5831

5

480

SF

1410

SF

42439

5

5581

Project Totals =

Estimated Concrete Quantities - 2015 Pedestrian Curb Ramps on various Ramsey County Roads

Bellaire Ave. - County Rd. E to County Rd. F

Nathania Cabani Villa illi	6. Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Matoska school - A-walk - west	210	0	0	0	0	20	
Matoska School - X-walk - east	150	0	0	0	0	20	
Dorthy AveSE	200	20	0	0	0	12	
Dorthy AveNE	140	20	0	0	0	12	
Blomquist AveSE	110	20	0	0	0	12	
Blomquist AveNE	110	20	0	0	0	12	
Cedar AveSW	120	30	0	0	0	40	Add Ramp
Cedar AveSE	200	40	0	0	0	24	
Cedar AveNW	250	0	0	40	0	24	Adjust MH
Cedar AveNE	110	30	0	0	0	40	Add Ramp
Martin Way - X-walk -west	150	25	0	0	0	16	Add Ramp
Martin Way - X-walk - east	09	25	0	0	0	16	Add Ramp
County Rd. F-SW	190	40	0	0	0	40	Adjust MH
County Rd. F-SE	260	40	0	0	0	40	
County Rd. F-NW	120	40	0	0	0	40	
County Rd. F-NE	70	40	0	0	0	40	
Bellaire Ave. Totals =	2450 SF	330 וו	0 4	.F 40 LF	0 :	LF 408 SF	

# Cleveland Ave. - Larpenteur Ave. to County Rd. B

Roselawn AveSW 150 150 135	0					
		0	0	40	32	
	0	0	0	40	32	
Roselawn AveNW	0	0	0	40	32	
Roselawn AveNE	0	0	0	40	32	
Loren RdSE 180	0	0	0	30	12	Adjust MH
Loren RdNE	0	0	0	30	12	
Skillman AveSE	0	0	0	30	12	
Skillman AveNE	0	0	0	30	12	
Eldridge AveSE	0	0	0	30	12	
Eldridge AveNE	0	0	0	30	12	

200 SF

5

340

5

0

5

0

5

0

SF

Cleveland Ave. (Roseville) Totals = 1555

932 SF

5

1436

5

0

5

0

5

0

R

Cleveland Ave. (St. Paul)Totals = 9769

Cleveland Ave. - Randolph Ave. to Summit Ave.

James AveSW James AveSE	280						
James AveSW James AveSE	280						
James AveSE		0	0	0	40	22	
	278	0	0	0	40	22	
James AveNW	252	0	0	0	40	22	
James AveNE	264	0	0	0	40	22	
Palace AveSW	240	0	0	0	38	20	
Palace AveSE	288	0	0	0	38	22	
Palace AveNW	170	0	0	0	23	46	
Palace AveNE	245	0	0	0	36	20	
Juliet AveSW	234	0	0	0	37	20	
Juliet AveSE	237	0	0	0	35	20	
Juliet Ave.NW	226	0	0	0	38	20	
Juliet AveNE	234	0	0	0	35	20	
Jefferson AveSW	185	0	0	0	46	20	
Jefferson AveSE	193	0	0	0	31	20	
Jefferson AveNW	205	0	0	0	46	20	
Jefferson Ave.NE	192	0	0	0	32	20	
Wellesley AveSW	239	0	0	0	37	20	
Wellesley AveSE	255	0	0	0	39	20	
Wellesley AveNW	232	0	0	0	36	20	
Wellesley AveNE	248	0	0	0	37	20	
Stanford AveSW	233	0	0	0	37	20	
Stanford AveSE	239	0	0	0	36	20	
Stanford AveNW	232	0	0	0	37	20	
Stanford AveNE	241	0	0	0	36	20	
Berkely Ave.SW	262	0	0	0	33	22	
Berkely AveSE	254	0	0	0	26	20	
Berkely AveNW	281	0	0	0	34	22	
Berkely AveNE	262	0	0	0	38	20	
St. Clair AveSE	228	0	0	0	31	36	
St. Clair AveNE	249	0	0	0	31	36	
Sargent AveSW	168	0	0	0	34	20	
Sargent AveSE	273	0	0	0	35	20	
Sargent AveNE	262	0	0	0	34	20	
Fairmont AveSW	263	0	0	0	34	20	
Fairmont AveSE	273	0	0	0	35	20	
Fairmont AveNW	302	0	0	0	36	20	
Fairmont AveNE	272	0	0	0	35	20	
Grand AveSW	150	0	0	0	20	56	A.P.S.
Grand AveSE	200	0	0	0	30	26	A.P.S.
Grand AveNW	202	0	0	0	30	34	A.P.S.
Grand AveNE	226	0	0	0	30	34	A.P.S.

SF

SF

Lexington Pkwy. (St. Paul) Totals = 1055

140 SF

SF

Front Ave. Totals = 2735

Dale St. - T.H. # 36 to County Rd. C

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
County Rd. B2-SW	100	0	0	0	0	32	
County Rd. B2-SE	100	0	0	0	0	30	
St. Albans StSW	100	0	0	0	0	20	
St. Albans StNW	100	0	0	0	0	20	
Transit AveSW	100	0	0	0	0	20	
Transit AveNW	100	0	0	0	0	20	
Central Park Athletic - south-SW	100	20	0	0	0	20	
Central Park Athletic - south-NW	100	20	0	0	0	20	
Central Park Athletic - north-SW	100	20	0	0	0	20	
Central Park Athletic - north-NW	100	20	0	0	0	20	
Overlook DrSW	100	0	0	0	0	20	
Overlook Dr. NW	100	0	0	0	0	20	
Dale St. Totals =	otals = 1200 SF	08		0	_ 	LF 262 SF	

Front Ave. - Lexington Ave. to Dale St.

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Churchill StNW	200	0	0	0	20	10	
Churchill StNE	240	0	0	0	20	10	
Oxford StNW	280	0	0	0	30	20	
Oxford StNE	280	0	0	0	30	20	
Argyle StNW	250	0	0	0	30	10	
Argyle StNE	200	0	0	0	30	10	
Kilburn StNW	220	0	0	0	30	10	
Kilburn StNE	280	0	0	0	30	10	
Ryde StNW	230	0	0	0	30	10	
Ryde StNE	200	0	0	0	30	10	
Colne StNW	180	0	0	0	25	10	
Colne StNE	175	0	0	0	25	10	

Lexington Pkwy. - Pleasant Ave. to Randolph Ave.

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Pleasant AveSE	150	0	15	0	0	10	
Pleasant AveNE	150	0	20	0	0	10	
Scheffer AveSE	230	0	25	0	0	10	
Scheffer AveNE	150	0	25	0	0	10	
Nettleton AveSE	125	0	20	0	0	10	
Nettleton AveNE	250	0	30	0	0	10	

Lexington Ave. - Highway # 96 to County Rd. I

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Tomlyn AveSW	220	0	0	0	20	16	
Tomlyn AveNW	220	0	0	0	20	16	
Tanglewood DrNW	230	0	0	0	20	16	
Tanglewood DrNE	260	0	0	0	20	16	
Robinhood PL-SE	230	0	0	0	25	16	
Robinhood PINE	220	0	0	0	25	16	
John's RdNE	230	0	0	0	25	16	
Nelson RdSE	240	0	0	0	25	16	
Nelson RdNE	230	0	0	0	25	16	
Lake Oaks DrSE	240	0	0	0	25	16	
Lake Oaks DrNE	230	0	0	0	25	16	
Lake Beach DrSE	250	0	0	0	25	16	
Lake Beach DrNE	250	0	0	0	25	16	
Lake AveSE	200	0	0	0	25	16	
Lake AveNE	210	0	0	0	25	16	
Lexington Ave. (Shoreview) Totals =	3460 SF	л о :	17 O 1	0	LF 355 L	LF 240 SF	

## Rice St. - University Ave. to Bridge # 62008

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Sherburne AveSW	200	30	0	0	0	16	
Sherburne AveNW	300	40	0	0	0	36	
Sherburne AveNE	200	30	0	0	0	16	
Edmond AveSW	230	30	0	0	0	12	
Edmond AveNW	200	30	0	0	0	12	
Winter StSE	200	30	0	0	0	12	
Winter StNE	260	30	0	0	0	12	

R

136

5

180

5

0

5

0

5

0

SF

White Bear Ave. (Maplewood - south) Totals = 1380

Maron St. - St. Anthony Ave. to Como Ave.

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
St. Anthony AveSW	310	0	0	0	25	20	
St. Anthony AveNW	280	0	0	0	25	20	
St. Anthony Avewest median	280	0	0	0	25	20	
St. Anthony Aveeast median	280	0	0	0	25	20	
St. Anthony AveNE	200	0	0	0	20	16	
Ravoux StSW	300	0	0	0	40	36	
Ravoux StSE	150	0	0	0	25	10	
Ravoux StNW	400	40	0	0	0	36	
Ravoux StNE	150	25	0	0	0	10	
Fuller AveSW	270	35	0	0	0	36	
Fuller AveSE	130	25	0	0	0	10	
Fuller AveNW	350	35	0	0	0	36	Adjust MH
Fuller AveNE	130	25	0	0	0	10	
Aurora AveSW	340	40	0	0	0	36	
Aurora AveSE	320	40	0	0	0	36	
Aurora AveNW	400	40	0	0	0	36	Adjust MH
Aurora AveNE	340	40	0	0	0	36	
Sherburne AveSW	300	0	0	0	40	36	
Sherburne AveSE	290	0	0	0	40	36	
Sherburne AveNW	280	0	0	0	40	36	
Sherburne AveNE	280	0	0	0	40	36	
Edmond AveSW	260	0	0	0	40	20	
Edmond AveSE	180	0	0	0	20	10	
Edmond AveNW	250	0	0	0	40	36	
Edmond AveNE	220	0	0	0	40	36	
Thomas AveSW	220	0	0	0	40	36	
Thomas AveSE	190	0	0	0	20	16	
Thomas AveNW	220	0	0	0	40	36	
Thomas AveNE	200	0	0	0	20	16	
Como Avewest turn lane	190	0	0	0	20	16	
Como Avewest turn lane	200	0	0	0	20	16	
Marion St. Totals =	7910 SF	: 345 LF	0	1 0 J	645	LF 806 SF	

### W.B.A. - Frost Ave. to Cope Ave.

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Frost AveSW	150	0	0	0	30	24	
Frost Ave.SE	350	0	0	0	30	24	
Frost AveNW	150	0	0	0	30	24	
Frost AveNE	250	0	0	0	30	24	
Courthouse-south	120	0	0	0	15	10	
Courthouse-north	120	0	0	0	15	10	
Maplewood Comm. Center-south	120	0	0	0	15	10	
Maplewood Comm. Center-north	120	0	0	0	15	10	

1072 SF

5

240

5

80

5

0

5

780

SF

White Bear Ave. (St. Paul) Totals = 7035

White Bear Ave. - St. Paul

Location	e: Walk	B612 C&G (ADA)	BOIZ MOG. (ADA)	BOTS C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Hazel Park School South entSW	250	25	0	0	0	16	
Hazel Park School South ent SE	310	30	0	0	0	36	
Hazel Park School South entNE	75	0	0	0	0	10	
Hazel Park School Norht entSE	75	0	0	0	0	10	
Hazel Park School North entNE	75	0	0	0	0	10	
Orange AveSE	140	0	0	25	0	10	
Orange AveNE	200	0	0	25	0	10	
Hyacinth AveSE	200	30	0	0	0	10	
Ivy AveSW	160	30	0	0	0	30	A.P.S.
Ivy AveSE	130	30	0	0	0	30	A.P.S.
lvy AveNW	170	30	0	0	0	30	A.P.S.
lvy AveNE	160	30	0	0	0	30	A.P.S.
Clear AveSW	150	30	0	0	0	30	
Clear AveSE	200	35	0	0	0	30	
Clear AveNW	170	30	0	0	0	30	
Clear AveNE	180	30	0	0	0	30	
Cottage AveSW	150	30	0	0	0	30	
Cottage AveSE	150	30	0	0	0	30	
Cottage AveNW	190	30	0	0	0	30	
Cottage AveNE	190	30	0	0	0	30	
Sherwood AveSW	150	0	0	0	30	30	
Sherwood AveSE	180	30	0	0	0	30	
Sherwood AveNW	210	0	0	0	30	30	
Sherwood AveNE	150	30	0	0	0	30	
Arlington AveSW	160	30	0	0	0	30	A.P.S.
Arlington AveSE	180	30	0	0	0	30	A.P.S.
Arlington AveNW	180	30	0	0	0	30	A.P.S.
Arlington AveNE	160	30	0	0	0	30	A.P.S.
Nevada AveSE	180	0	0	0	30	30	
Nevada AveNE	190	0	0	0	30	30	
Nebraska AveSW	250	30	0	0	0	30	
Nebraska AveSE	200	30	0	0	0	30	
Nebraska AveNW	220	30	0	0	0	30	
Nebraska AveNE	190	30	0	0	0	30	
Montana AveSW	180	30	0	0	0	30	
Montana AveSE	210	0	0	0	30	30	
Montana AveNW	200	0	0	30	0	30	
Montana AveNE	160	0	0	0	30	30	
Hoyt AveSW	160	0	0	0	30	30	
Hovt Ave -SF	200	0	0	O	30	30	

W.B.A. - Gervais Ave. to Radatz Ave.

Location	6" Walk	B612 C&G (ADA)	B612 Mod. (ADA)	B618 C&G (ADA)	B624 C&G (ADA)	Domes	Notes
Gervais Ave. / 11th. AveSW	200	0	0	0	30	32	A.P.S.
Gervais Ave. / 11th. AveSE	320	0	0	0	30	32	A.P.S.
Gervais Ave. / 11th. AveNW	320	0	0	0	30	32	A.P.S.
Gervais Ave. / 11th. AveNE	250	0	0	0	30	32	A.P.S.
Gervais Ave. / 11th. Avewest nose	nose	0	0	0	0	0	Sign Type C
Gervais Ave. / 11th. Aveeast nose	nose	0	0	0	0	0	Sign Type C
County Rd. C-SW	300	0	0	0	30	32	A.P.S.
County Rd. C-SE	300	0	0	0	30	32	A.P.S.
County Rd. C-NW	300	0	0	0	30	32	A.P.S.
County Rd. C-NE	280	0	0	0	30	32	A.P.S.
Kohlman AveSW	150	0	0	0	25	10	
Kohlman AveNW	150	0	0	0	25	10	
Mesabi Ave east-SE	320	0	0	0	30	10	
Mesabi Ave east-NE	250	0	0	0	30	10	
Mesabi Ave east-nose	nose	0	0	0	0	0	Sign Type C
Mesabi Ave west-SW	150	0	0	0	0	10	
Mesabi Ave west-NW	150	0	0	0	0	10	
Radatz AveSW	150	0	0	0	25	10	
Radatz AveSE	200	0	0	0	25	10	

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SF

White Bear Ave. (Maplewood - north) Totals = 3880

4708 SF

Project Totals = 44019 SF

#### **BID PROPOSAL**

RAMSEY COUNTY PUBLIC WORKS

PROJECT: PEDESTRIAN CURB RAMPS ON VARIOUS COUNTY ROADS

PROJECT NUMBER: P-3074

			ESTIMATED		
ITEM NO.	CONTRACT ITEM	UNIT	QUANTITIES	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1		
2104.501	REMOVE CURB & GUTTER	LIN FT	5581		
2104.503	REMOVE BITUMINOUS WALK	SQ FT	1410		
2104.503	REMOVE CONCRETE SIDEWALK	SQ FT	42439		
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	SQ FT	480		
2104.602	SALVAGE & INSTALL SIGN PANEL TYPE C	EACH	25		
2104.603	REMOVE & REPLACE BITUMINOUS PAVEMENT	LIN FT	5831		
2105.501	COMMON EXCAVATION	CU YD	24		
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	100		
2360.505	BITUMINOUS MIXTURE FOR PATCHING	TON	100		
2506.522	ADJUST FRAME & RING CASTING	EACH	5		
2521.501	4" CONCRETE WALK	SQ FT	1000		
2521.501	6" CONCRETE WALK	SQ FT	44019		
2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	1815		
2531.501	CONCRETE CURB AND GUTTER DESIGN B612 (MOD)	LIN FT	135		
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	120		
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	3926		
2531.602	CONCRETE MEDIAN NOSE-SPECIAL	EACH	3		
2531.603	CONCRETE CURB DESIGN V	LIN FT	500		
2531.618	TRUNCATED DOMES	SQ FT	4708		
2563.601	TRAFFIC CONTROL	LUMP SUM	1		
2563.601	TEMPORARY PEDESTRIAN ACCESS CONTROL	LUMP SUM	1		
2564.531	SIGN PANEL TYPE C	SQ FT	15		
2564.552	HAZARD MARKER X4-2	EACH	3		
2565.602	APS PEDESTRIAN PUSH BUTTON STATION	EACH	8		
2565.616	APS SYSTEM	SYSTEM	2		
2573.530	STORM DRAIN INLET PROTECTION	EACH	100		
2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1		
2575.602	SITE RESTORATION	EACH	220		

NUMBER OF ADDENDA	PROJECT TOTAL =
NAME OF FIRM	л
ADDRES	S
В	Υ
IT	S
DAT	TITLE

### **BIDDERS**

### PLEASE NOTE

### PEDESTRIAN CURB RAMPS ON VARIOUS COUNTY ROADS

### RAMSEY COUNTY, MN

Certain specification sections that have been traditionally included in the proposals are now available over the internet. These specifications are also available by request from Ramsey County. This in no way reduces your responsibility to strictly adhere to these specifications.

These segments are listed in the Notice to Bidders in this proposal.

Your signature is required on the Notice to Bidders as a bidder of this project.

### Notice to Bidders

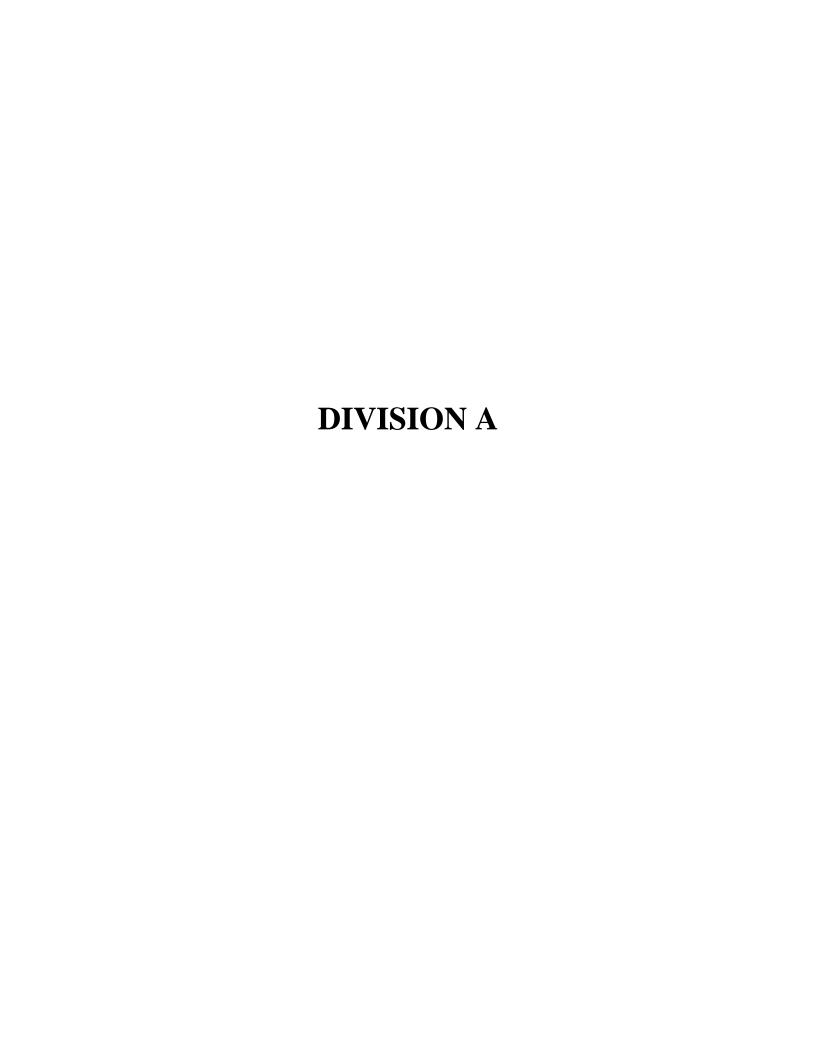
The following specifications are required by this contract and are available by request at Ramsey County Public Works Department and via the internet at the sites listed below:

Schedule of Materials Control (dated November 1, 2014)	69pages

This contract requires strict adherence to the Schedule of Materials Control. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the Schedule of Materials Control are available by request from Ramsey County Highway Department or via the internet at <a href="http://ftp.co.ramsey.mn.us/pubworks/outgoing/2014%20SMC/2014SMC.pdf">http://ftp.co.ramsey.mn.us/pubworks/outgoing/2014%20SMC/2014SMC.pdf</a>

As bidder of this contract, I acknowledge that I(we) am(are) familiar with the above documents and that we will adhere to the requirements of same for this contract.

	Signed	Date
for:		
101.		



# To Ramsey County Board of Commissioners:

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

- (I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.
- (I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903 and 1402, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.
- (I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.
- (I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.
- (I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in MnDOT 1306.
- (I)(We) further propose to furnish a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.
- (I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by Ramsey County.

- (I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.
- (I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.
- (I)(W e) assign to Ramsey County all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

# **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

1-800-424-9071

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

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

# NOTICE TO BIDDERS SUSPENSIONS/DEBARMENTS

March 2, 2015 Page 1 of 3

### **DEPARTMENT OF TRANSPORTATION**

#### **NOTICE OF SUSPENSION**

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be suspended effective July 8, 2014:

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

## **NOTICE OF DEBARMENT**

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

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

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

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

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

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

# NOTICE TO BIDDERS SUSPENSIONS/DEBARMENTS

March 2, 2015 Page 2 of 3

# **DEPARTMENT OF ADMINISTRATION**

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

NAME	DATE OF SUSPENSION
Devos, Ltd. d/b/a Guaranteed Returns Dean Volkes, Donna Fallon & Ronald Carlino 100 Colin Drive Holbrook, NY	December 5, 2014 through December 31, 2099
	DATE OF DEDAMENT
NAME	DATE OF DEBARMENT
Best Used Trucks of Minnesota, Inc. Jason W. Leas 635 Marin Avenue Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
Bull Dog Leasing, Inc. Marlin Louis Danner 7854 Danner Court Inver Grove Heights, MN 55076	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Dahl Trucking Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through Aug. 19, 2017 (eligible for reinstatement on Aug. 19, 2018)
Danner Family Ltd. Partnership Marlin Louis Danner 843 Hardman Avenue South St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Danner, Inc. Marlin Louis Danner 843 Hardman Ave. S. S. St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Ell-Z Trucking, Inc. Marlin Louis Danner 843 Hardman Avenue South St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Elmore Truck and Trailer Repair, Inc. Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through Jan. 12, 2018 (eligible for reinstatement on Jan. 12, 2019)
Franklin Drywall, Inc. Philip Joseph Franklin 43279 Fieldsview Court Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
Groundscape Maintenance, Inc. Rob Sievers 1160 County Road 83 Maple Plain, MN 55359	February 19, 2015 through February 19, 2016 (eligible for reinstatement February 19, 2017)
Honda Electric, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Master Drywall, Inc. Philip Joseph Franklin 43279 Fieldsview Court	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)

# NOTICE TO BIDDERS SUSPENSIONS/DEBARMENTS

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McCaa, Webster & Associates, Inc. Sammie McCaa 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-1002	May 1, 2014 through April 30, 2015 (eligible for reinstatement on April 30, 2016)
MG Carlson Construction Company, Inc. Martin Gerald Carlson 701 East First Street Fort Worth, TX 76102-3276	Sept. 5, 2014 through October 5, 2015 (eligible for reinstatement on April 5, 2016)
St. Cloud Lawn & Landscaping, Inc. Pat Murphy 10602 County Road 2 Brainerd, MN 56401	February 20, 2015 through February 20, 2016 (eligible for reinstatement on Feb. 20, 2017)
TAC Construction Solutions, Inc. Christina Woods 31767 Deacons Way Pequot Lakes, MN 56472	August 19, 2014 through August 19, 2016 (eligible for reinstatement on August 19, 2017)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

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

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

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

#### I. PREAMBLE

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

This contract is subject to the Minnesota Prevailing Wage Act<sup>2</sup>, Rules<sup>3</sup>, Wage Decisions, and Truck Rental Rate Schedules established by the Minnesota Department of Labor and Industry (MnDLI). All contractors and subcontractors must pay each laborer and mechanic the established total prevailing wage rate for the actual work performed under this contract. Failure to comply may result in civil or criminal penalties and may compel the Minnesota Department of Transportation (MnDOT) to take such actions as prescribed in section: **XVI (NON-COMPLIANCE AND ENFORCEMENT).** 

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

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

### II. **DEFINITIONS**

Terms utilized in the Special Provisions Division A are defined in MnDOT's Standard Specifications for Construction<sup>5</sup>, unless defined below.

- A. <u>Contractor</u>: 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.<sup>6</sup>
- B. <u>Employer</u>: An individual, partnership, association, corporation, business trust, or other business entity that hires a laborer, worker, or mechanic.<sup>7</sup>
- C. <u>First Tier Subcontractor</u>: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.
- D. <u>Independent Truck Owner/Operator (ITO)</u>: An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.<sup>8</sup>
- E. <u>Laborer or Mechanic</u>: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.<sup>9</sup>
- F. <u>Prime Contractor</u>: 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.

<sup>&</sup>lt;sup>1</sup> Minnesota Statute 177.41

<sup>&</sup>lt;sup>2</sup> Minnesota Statute 177.41 to 177.44

<sup>&</sup>lt;sup>3</sup> Minnesota Rules 5200,1000 to 5200,1120

<sup>&</sup>lt;sup>4</sup> Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

<sup>&</sup>lt;sup>5</sup> MN/DOT Standard Specifications for Construction, Section 1103

<sup>&</sup>lt;sup>6</sup> Minnesota Statute 177.44, Subdivision 1

<sup>&</sup>lt;sup>7</sup> Minnesota Statute 177.42, Subdivision 7

<sup>&</sup>lt;sup>8</sup> Minnesota Rules 5200.1106, Subpart 7(A)

<sup>&</sup>lt;sup>9</sup> Minnesota Rules 5200.1106, Subpart 5(A)

- G. <u>Second Tier Subcontractor</u>: An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.
- H. <u>Substantially In Place</u>: 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. <sup>10</sup>
- I. <u>Trucking Broker</u>: An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided, and making payment to the providers for the services. 11
- J. <u>Trucking Firm/Multiple Truck Owner (MTO)</u>: Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects. <sup>12</sup>

### III. SCOPE - SPECIAL PROVISIONS DIVISION A & CONTRACT

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

## IV. PAYROLLS AND STATEMENTS

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

<sup>&</sup>lt;sup>10</sup> Minnesota Rules 5200.1106, Subpart 5(C)

<sup>&</sup>lt;sup>11</sup> Minnesota Rules 5200.1106, Subpart 7(C)

<sup>&</sup>lt;sup>12</sup> Minnesota Rules 5200.1106, Subpart 7(B)

<sup>&</sup>lt;sup>13</sup> Minnesota Statute 177.44, Subdivision 1

<sup>&</sup>lt;sup>14</sup> See *International Union of Operating Eng'rs, Local 49 v. MnDOT*, No. C6-97-1582, 1998 WL 74281, at \*2 (Minn. App. Feb. 24, 1998).

<sup>&</sup>lt;sup>15</sup> Minnesota Statute 177.44, Subdivision 7

<sup>&</sup>lt;sup>16</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>&</sup>lt;sup>17</sup> Minnesota Statute 177.30, (a) (4)

<sup>&</sup>lt;sup>18</sup> Minnesota Statute 177.30 (a) (4)

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

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

## V. WAGE RATES

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

<sup>&</sup>lt;sup>20</sup> Minnesota Rules 5200.1106, Subpart 10 and Minnesota Statute 177.30

<sup>&</sup>lt;sup>21</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>&</sup>lt;sup>22</sup> Minnesota Statute 177.30(1)(2)(3)(4)

<sup>&</sup>lt;sup>23</sup> Minnesota Statute 177.30 (a) (5)

<sup>&</sup>lt;sup>24</sup> Minnesota Statute 181.032

<sup>&</sup>lt;sup>25</sup> Minnesota Statute 177.44, Subdivision 4

- B. Wage rates listed in the state wage determination(s) contain two components: the hourly basic rate and the fringe rate. The hourly basic rate plus the fringe rate equal the total prevailing wage rate. A contractor shall compensate workers a combination of cash and fringe benefits equaling, at minimum, the total prevailing wage rate. <sup>26</sup>
- C. The certified wage decision(s) incorporated into the contract remains in effect for the duration of this contract unless replaced by the Department through an addendum or supplemental agreement. No increase in the contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract.
- D. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.<sup>27</sup>
- E. In situations where a delay may exceed twenty (20) consecutive minutes and the contractor requires a worker to remain on the premises, or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call" and shall be compensated in accordance with **Subpart B** of this section, unless the worker is completely relieved of duty and free to leave the premises for a definite period of time<sup>29</sup>.
- F. A contractor making payment to an employee, laborer, mechanic, or worker may not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.<sup>30</sup>
- G. Deductions from the total prevailing wage rate, whether direct or indirect, shall not be allowed for the following:
  - 1. purchase or rental of uniforms or non-home maintenance of uniforms;
  - 2. consumable supplies, which means materials required to perform duties of employment and are used during the course of employment;
  - 3. travel expenses, which means receipted out-of-pocket expenses for transportation, meals and lodging, or an agreed upon allowance, whichever is greater; or
  - 4. other items as established in Minn. Rules 5200.0090. 31

### VI. BONA FIDE FRINGE BENEFITS

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

<sup>&</sup>lt;sup>26</sup> Minnesota Statute 177.42, Subdivision 6 and 177.44, Subdivision 1

<sup>&</sup>lt;sup>27</sup> Minnesota Rules 5200.0120, Subpart 1

<sup>&</sup>lt;sup>28</sup> Minnesota Rules 5200.0120, Subpart 2

<sup>&</sup>lt;sup>29</sup> Minnesota Rules 5200.0120, Subpart 3

<sup>30</sup> Minnesota Rules 5200.1106, Subpart 6

<sup>31</sup> Minnesota Rules 5200.0090

<sup>&</sup>lt;sup>32</sup> 29 CFR Parts 5.26 and 5.27

<sup>33 29</sup> CFR Part 5.28

- D. Allowable credit toward the total prevailing wage rate shall be determined for each individual employee based on all hours worked (government and non-government) for bona fide fringe benefits that:<sup>34</sup>
  - 1. are contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;
  - 2. are legally enforceable;
  - 3. have been communicated in writing to the employee; and
  - 4. are made available to the employee once all eligibility requirements are met.
- E. No credit shall be allowed for benefits required by federal, state or local law, such as but not limited to: worker's compensation, unemployment compensation, and social security contributions.<sup>35</sup>
- F. A contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor<sup>36</sup> or other violations under federal law. A contractor found in violation shall compel MnDOT to take such actions as prescribed in section **XVI (NON-COMPLIANCE AND ENFORCEMENT).**

## VII. OVERTIME

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

### VIII. LABOR CLASSIFICATIONS

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

### IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements<sup>41</sup> for the classification of work performed and shall adhere to the

<sup>&</sup>lt;sup>34</sup> Minnesota Statute 177.42, Subdivision 6

<sup>35</sup> Minnesota Statute 177.42, Subdivision 6

<sup>&</sup>lt;sup>36</sup> Minnesota Statute 181.74, Subdivision 1

<sup>&</sup>lt;sup>37</sup> Minnesota Statute 177.44, Subdivision 1

<sup>&</sup>lt;sup>38</sup> Minnesota Statute 177.42, Subdivision 4

<sup>&</sup>lt;sup>39</sup> Minnesota Rules 5200.1101 and 5200.1102

<sup>&</sup>lt;sup>40</sup> Minnesota Statute 177.44, Subdivision 1

<sup>&</sup>lt;sup>41</sup> 29 CFR Part 5.2(o) and Minnesota Statute 177.41

- requirements established in sections IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS).
- B. Pursuant to state regulations, owners, supervisors, and foreman performing the work of a laborer or mechanic<sup>42</sup> under the contract<sup>43</sup> are considered workers and shall be compensated in accordance with section V (WAGE RATES). Furthermore, the prime contractor and any subcontractor shall adhere to the requirements established in sections IV (PAYROLLS AND STATEMENTS); VI (FRINGE BENEFITS); VII (OVERTIME); and VIII (LABOR CLASSIFICATIONS).

### X. APPRENTICES, TRAINEES AND HELPERS

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

## XI. SUBCONTRACTING PART OF THIS CONTRACT

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

## XII. POSTER BOARDS

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

<sup>&</sup>lt;sup>42</sup> Minnesota Rules 5200,1106, Subpart 5A

<sup>&</sup>lt;sup>43</sup> Minnesota Statute 177.44, Subdivision 1

<sup>44</sup> Minnesota Rules 5200.1070

<sup>&</sup>lt;sup>45</sup> MnDLI Division of Apprenticeship – April 6, 1995 Memorandum from Jerry Briggs, Director

<sup>&</sup>lt;sup>46</sup> Minnesota Rules 5200.1070, Subpart 3

<sup>&</sup>lt;sup>47</sup> Minnesota Statute 177.44, Subdivision 1

<sup>&</sup>lt;sup>48</sup> Minnesota Statute 177.44, Subdivision 5

### XIII. EMPLOYEE INTERVIEWS

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

## XIV. TRUCKING / OFF-SITE FACILITIES

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

<sup>&</sup>lt;sup>49</sup> MN/DOT Standard Specifications for Construction, Section 1511

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

<sup>&</sup>lt;sup>51</sup> Minnesota Rules 5200.1106, Subpart 3B(2)

<sup>&</sup>lt;sup>52</sup> Minnesota Rules 5200.1106, Subpart 3B(1)

<sup>&</sup>lt;sup>53</sup> Minnesota Rules 5200.1106, Subpart 3B(2)

<sup>&</sup>lt;sup>54</sup> Minnesota Rules 5200.1106, Subpart 3B(3)

<sup>55</sup> Minnesota Rules 5200.1106, Subpart 3B(4)

Minnesota Rules 5200.1106, Subpart 3B(5)(6)
 Minnesota Rules 5200.1106, Subpart 1

<sup>&</sup>lt;sup>58</sup> Minnesota Rules 5200.1106, Subpart 8(A)(1)

<sup>&</sup>lt;sup>59</sup> Minnesota Rules 5200.1106, Subpart 10

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

#### XV. CHILD LABOR

- A. Except as permitted under **Subpart B** of this section, no worker under the age of 18 is allowed to perform work on construction projects. <sup>62</sup>
- 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. 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. 4
- C. The project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age<sup>65</sup> and compliance with all applicable federal and state regulations.<sup>66</sup>

### XVI. NON-COMPLIANCE AND ENFORCEMENT

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

<sup>60</sup> Minnesota Rules 5200.1106, Subpart 7(C)

<sup>61</sup> Minnesota Rules 5200.1106, Subpart 6

<sup>62</sup> Minnesota Rules 5200.0910, Subpart F

<sup>63</sup> Minnesota Rules 5200.0930, Subpart 4

<sup>64 29</sup> CFR Part 570.2(a)(ii)

<sup>65</sup> Minnesota Statute 181A.06, Subdivision 4

<sup>&</sup>lt;sup>66</sup> MN/DOT Standard Specifications for Construction, Section 1701

<sup>&</sup>lt;sup>67</sup> MN/DOT Standard Specifications for Construction, Section 1801

<sup>&</sup>lt;sup>68</sup> MN/DOT Standard Specifications for Construction, Section 1906

<sup>&</sup>lt;sup>69</sup> MN/DOT Standard Specifications for Construction, Section 1808

- 5. consider referring violations to the appropriate local County Attorney for prosecution.<sup>71</sup>
- 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. <sup>72</sup>
- D. A contractor may be fined up to \$1,000 for each failure to maintain records.<sup>73</sup>
- E. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution<sup>74</sup> and may be grounds for debarment proceedings.<sup>75</sup>
- F. For contracts subject to Minnesota Statutes section 177.43, the Commissioner of MnDLI may issue compliance orders for willful violation of the section. If the employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer.
- F. An employee may pursue a civil action in district court against its employer for failure to comply with the proper payment of wages. The employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer. The employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer.

<sup>&</sup>lt;sup>70</sup> Minnesota Rules 1230.1150, Subpart 2(A)(4)

<sup>&</sup>lt;sup>71</sup> Minnesota Statute 177.44, Subdivision 7

<sup>&</sup>lt;sup>72</sup> Minnesota Statute 177.44, Subdivision 6

<sup>&</sup>lt;sup>73</sup> Minnesota Statute 177.30(b)

<sup>&</sup>lt;sup>74</sup> Minnesota Statutes 16B, 161.315 - Subdivision 2, 177.32 - Subdivision 1(4), 177.43 - Subdivision 5, 177.44 - Subdivision 6, 609.63

<sup>&</sup>lt;sup>75</sup> Minnesota Statute 161.315 and Minnesota Statute 609.63

<sup>&</sup>lt;sup>76</sup> Minnesota Statute 177.27, Subdivision 8

<sup>&</sup>lt;sup>77</sup> Minnesota Statute 177.27, Subdivision 10

# **NOTICE TO BIDDERS**

Minnesota Statutes that require prompt payment to subcontractors:

- 471.425 Prompt payment of local government bills.
- Subd. 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.
- (d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the metropolitan council or any board or agency created under chapter 473.

# Subd. 4a. Prompt payment to subcontractors.

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

HIST: 1985 c 136 s 5; 1995 c 31 s 1

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



# $\overline{f V}$ 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: 2014-10-20 Revised: 2014-11-04

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

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

Violations should be reported to:

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

Refer questions concerning the prevailing wage rates to:

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2014-10-20 2015-05-01	27.77 28.94	16.52 16.89	44.29 45.83
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2014-10-20	27.77	16.52	44.29
	2015-05-01	28.94	16.89	45.83
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2014-10-20	18.75	13.24	31.99
	2015-05-01	19.96	13.59	33.55
104 FLAG PERSON	2014-10-20 2015-05-01	27.77 28.94	16.52 16.89	44.29 45.83
	2013-03-01	20.94	10.69	43.63
105 WATCH PERSON	2014-10-20	24.37	15.97	40.34
	2015-05-01	25.54	16.34	41.88
106 BLASTER	2014-10-20	22.08	6.87	28.95
107 PIPELAYER (WATER, SEWER AND GAS)	2014-10-20	30.27	16.52	46.79
	2015-05-01	31.44	16.89	48.33
108 TUNNEL MINER	2014-10-20	28.47	16.52	44.99
	2015-05-01	29.64	16.89	46.53
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2014-10-20	28.47	16.52	44.99
	2015-05-01	29.64	16.89	46.53
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND	2014-10-20	27.77	16.52	44.29

IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.

		2015-05-01	28.94	16.89	45.83
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2014-10-20 2015-05-01	27.77 28.94	16.52 16.89	44.29 45.83
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2014-10-20	16.28	4.07	20.35

# SPECIAL EQUIPMENT (201 - 204)

201 ARTICULATED HAULER	2014-10-20	32.07	17.20	49.27
	2015-05-01	32.93	17.90	50.83
202 BOOM TRUCK	2014-10-20	32.07	17.20	49.27
	2015-05-01	32.93	17.90	50.83
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2014-10-20	27.82	17.20	45.02
	2015-05-01	28.68	17.90	46.58
204 OFF-ROAD TRUCK	2014-10-20 2015-05-01	32.07 32.93	17.20 17.90	49.27 50.83

205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.

2014-10-20 31.45 17.95 49.40

## HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2014-10-20	32.92	17.20	50.12
	2015-05-01	33.78	17.90	51.68

- 302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)
- 303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)
- 304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)
- 305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
- 306 GRADER OR MOTOR PATROL
- 307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)
- 308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3	2014-10-20	32.37	17.20	49.57
	2015-05-01	33.23	17.90	51.13

- 309 ASPHALT BITUMINOUS STABILIZER PLANT
- 310 CABLEWAY
- 311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
- 312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
- 313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
- 315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
- 316 LOCOMOTIVE CRANE OPERATOR
- 317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE

- 318 MECHANIC. WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
- 319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
- 320 TANDEM SCRAPER
- 321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
- 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

**GROUP 4** 2014-10-20 32.07 17.20 49.27 2015-05-01 32.93 17.90 50.83

- 323 AIR TRACK ROCK DRILL
- 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
- 325 BACKFILLER OPERATOR
- 326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
- 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
- 331 CHIP HARVESTER AND TREE CUTTER
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
- 333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
- 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
- 336 CURB MACHINE
- 337 DIRECTIONAL BORING MACHINE
- 338 DOPE MACHINE (PIPELINE)
- 339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
- 340 DUAL TRACTOR
- 341 ELEVATING GRADER
- 342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
- 343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
- 344 FRONT END, SKID STEER OVER 1 TO 5 C YD
- 345 GPS REMOTE OPERATING OF EQUIPMENT
- 346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
- 347 HYDRAULIC TREE PLANTER

- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL
- 358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)
- 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE
- 368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

**GROUP 5** 2014-10-20 29.03 17.20 46.23 2015-05-01 29.89 17.90 47.79

- 369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)
- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 373 FRONT END, SKID STEER UP TO 1C YD
- 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)

- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER
- 378 POWER ACTUATED AUGER AND BORING MACHINE
- 379 POWER ACTUATED JACK
- 380 PUMP (HIGHWAY AND HEAVY ONLY)
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
- 384 STUMP CHIPPER AND TREE CHIPPER
- 385 TREE FARMER (MACHINE)

**GROUP 6** 2014-10-20 27.82 17.20 45.02 2015-05-01 28.68 17.90 46.58

- 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
- 388 CONVEYOR (HIGHWAY AND HEAVY ONLY)
- 389 DREDGE DECK HAND
- 390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)
- 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
- 392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)
- 393 LEVER PERSON
- 394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)
- 395 POWER SWEEPER
- 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
- 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

#### TRUCK DRIVERS

**GROUP 1** 2014-10-20 28.10 14.80 42.90 2015-05-01 29.50 14.80 44.30

- 601 MECHANIC. WELDER
- 602 TRACTOR TRAILER DRIVER
- 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

**GROUP 2** 2014-10-20 27.55 14.80 42.35

	2015-05-01	28.95	14.80	43.75
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK	ζ			
GROUP 3	2014-10-20	27.45	14.80	42.25
	2015-05-01	28.85	14.80	43.65
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATIO	ON)			
607 THREE AXLE UNITS				
GROUP 4	2014-10-20	27.20	14.80	42.00
	2015-05-01	28.60	14.80	43.40
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REA	R AND OILER)			
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER 612 PURPER TIPED, SELE PROPELLED DA CKER LINDER 8	TONE			
<ul><li>612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8</li><li>613 TWO AXLE UNIT</li></ul>	TONS			
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WA	ATER)			
616 TRACTOR OPERATOR, UNDER 50 H.P.	(12IC)			
SPECIAL CRAFTS				
701 HEATING AND FROST INSULATORS	2014-10-20	41.30	19.83	61.13
702 BOILERMAKERS	2014-10-20	32.70	26.42	59.12
	2015-01-01	34.10	26.42	60.52
702 DDICKLANEDS	2014 10 20	22.00	10.72	50.50
703 BRICKLAYERS	2014-10-20	32.80	19.73	52.53
704 CARPENTERS	2014-10-20	34.79	17.28	52.07
	2015-05-01	36.35	17.28	53.63
705 CARPET LAYERS (LINOLEUM)	FOR RATE C	CALL 651-2	284-5091 C	)R
	EMAIL <u>DLI.PREVW</u>	AGE@STA	ATE.MN.U	<u>S</u>
705 CARPET LAYERS (LINOLEUM)	<b>EMAIL</b>			

706 CEMENT MASONS	2014-10-20	29.35	20.70	50.05
707 ELECTRICIANS	2014-10-20	37.28	25.33	62.61
711 GROUND PERSON	2014-10-20 2015-03-30	26.64 27.44	12.71 13.28	39.35 40.72
	2013-03-30	21.44	13.26	40.72
712 IRONWORKERS	2014-10-20 2015-05-01	34.55 36.05	22.85 22.85	57.40 58.90
	2013-03-01	30.03	22.83	38.90
713 LINEMAN	2014-10-20	39.76	16.38	56.14
	2015-03-30	40.95	17.07	58.02
714 MILLWRIGHT	2014-10-20	32.95	19.83	52.78
	2015-05-01	34.35	19.83	54.18
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2014-10-20	32.88	18.56	51.44
	2015-05-01	34.13	18.56	52.69
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2014-10-20	34.79	17.28	52.07
	2015-05-01	36.35	17.28	53.63
717 PIPEFITTERS . STEAMFITTERS	2014-10-20	41.96	23.43	65.39
719 PLUMBERS	2014-10-20	41.71	20.24	61.95
721 SHEET METAL WORKERS	2014-10-20	40.00	22.48	62.48
	2015-05-01	41.70	22.48	64.18
723 TERRAZZO WORKERS	FOR RATE C EMAIL DLI.PREVW			
724 TILE SETTERS	2014-10-20	28.28	20.61	48.89

725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2014-10-20	35.24	14.03	49.27
728 WIRING SYSTEMS INSTALLER	2014-10-20	24.67	11.78	36.45
729 ASBESTOS ABATEMENT WORKER	2014-10-20 2015-01-01	28.12 29.13	15.59 15.96	43.71 45.09
730 SIGN ERECTOR	FOR RATE C EMAIL DLI.PREVWA	ALL 651-28	34-5091 O	R

# Official Notices =

# Department of Labor and Industry (DLI)

# **Labor Standards Unit**

# Notice of Certification of Truck Rental Rates and Effective Date Pursuant to Minnesota Rules, Part 5200.1105

On May 1, 2012, the Commissioner of the Department of Labor and Industry ("DLI") certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "four or more axle units, straight body trucks," "three axle units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the *State Register* on March 12, 2012, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on April 4, 2012.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 18 individuals attended the informal conference. Many of the attendees voiced strong concerns regarding the inadequacy of the proposed rates. Among the concerns raised was the fact that the proposed rates were based on 2010 costs, including the 2010 price of fuel. Speakers indicated that because of the dramatic increase in the price of diesel in recent months, the published rates were far below the operators' current costs. As stated by some attendees:

"This year, right now yesterday we were paying \$4.10... I know when fuel went up that last time, a lot of us had to eat the cost because there was no way of recouping it."

Testimony of Colleen Donovan, Transcript of Informal Conference, pp. 13, 14.

Ms. Donavan provided DLI written information that her 2010 average cost for fuel was \$2.99 per gallon.

"And, like the price of fuel, \$4.25, \$4.30. That's what it is down by my place, anyway."

Testimony of Bob Dornsbach, Transcript of Informal Conference, p. 32.

Mr. Bob Dornsbach provided DLI written information that in October 2010 his fuel cost was \$3.15 per gallon.

In response to the informal conference Jim Lloyd provided written information that his 2010 fuel cost was close to \$3.00 per gallon and "now is at \$4.00 plus and it does not look like it is going to decrease."

After the informal conference, Tom Barnes provided written information that his fuel costs in March 2010 were \$2.82 per gallon and that his fuel costs for March 2012 were \$4.07 per gallon.

Following the informal conference, DLI staff obtained data from the United States Department of Energy ("DOE") regarding the price of diesel during 2010 as compared to current costs. That data, available at www.eia.doe.gov, show that the average price of diesel during 2010 was \$2.964 per gallon. The average price of diesel during January, February, and March 2012 was \$3.862 per gallon. Consequently, the average price of diesel for the first three months of this year was 30.4% higher than the average cost of diesel during 2010.

The purpose of Minnesota Rules, part 5200.1105, as stated in its Statement of Need and Reasonableness, is to "provide equitable compensation" to independent truck operators. The commissioner finds that in order to carry out the purpose of the rule, it is appropriate to consider the concerns expressed at the informal conference<sup>2</sup> and to use average 2012 diesel costs in computing and certifying 2012 truck rental rates. Specifically, the commissioner finds that the extreme disparity between 2010 and current fuel costs warrants this adjustment in order for truck operators to be equitably compensated.<sup>3</sup>

### (Footnotes)

<sup>&</sup>lt;sup>1</sup> U.S. Energy Information Administration Midwest No. 2 Retail Prices (Dollars per Gallon)

<sup>&</sup>lt;sup>2</sup> The DLI has historically used input from the informal conferences to establish certified rates. For example, truck rental rates certified in 2009 varied from the proposed rates based on information gathered at the informal conference.

<sup>&</sup>lt;sup>3</sup> The commissioner notes that the Minnesota Department of Transportation incorporates a fuel adjustment clause in certain of its contracts to accommodate the fluctuating price of fuel. That clause generally provides for the adjustment of contract payments when the cost of fuel increases or decreases by more than 15% from an indexed rate during the term of the contract. By using 2012 fuel costs in certifying 2012 truck rental rates, the commissioner is not intending to adopt or establish a similar fuel adjustment mechanism. Rather, he is taking this action to effectuate the purpose of Part 5200.1105 in light of the concerns raised at the informal conference and the dramatic increase in the price of diesel between 2010 and effective date of 2012 truck rental rates.

# Official Notices

Construction truck operating costs were initially determined by survey on a statewide basis and were the subject of further input by interested parties attending the informal conference pursuant to *Minnesota Rules*, part 5200.1105 on April 4, 2012 and further data on fuel prices from the DOE for 2010 and 2012. In light of the discussion above, fuel costs stated in the surveys were adjusted upward by 30.4% to determine statewide operating costs. As a result of this adjustment, the operating cost for "four axle units, straight body trucks" is determined to be \$51.58 per hour; the operating cost for "three axle units" is determined to be \$37.35 per hour; the operating cost for "tractor only" is determined to be \$41.43 per hour; and the operating cost for "tractor trailers" is determined to be \$52.89 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:

3 Axle Units

		3 Axie	Onus	
Region 1	Effective Date May 1, 2012	<b>607 Driver Rate</b> 40.10	Operating Cost 37.35	Truck Rental Rate 77.45
Region 2	May 1, 2012	33.76	37.35	71.11
Region 3	May 1, 2012	25.40	37.35	62.75
Region 4	May 1, 2012	33.76	37.35	71.11
Region 5	May 1, 2012	40.50	37.35	77.85
Region 6	May 1, 2012	38.30	37.35	75.65
Region 7	May 1, 2012	33.76	37.35	71.11
Region 8	May 1, 2012	33.76	37.35	71.11
Region 9	May 1, 2012	40.50	37.35	77.85
Region 10	May 1, 2012	13.22	37.35	50.57
	, ,		re Axle Units	
	Effective Date		Operating Cost	Truck Rental Rate
Region 1	May 1, 2012	40.20	51.58	91.78
Region 2	May 1, 2012	33.91	51.58	85.49
Region 3	May 1, 2012	24.71	51.58	76.29
Region 4	May 1, 2012	33.91	51.58	85.49
Region 5	May 1, 2012	26.34	51.58	77.92
Region 6	May 1, 2012	38.40	51.58	89.98
Region 7	May 1, 2012	20.87	51.58	72.45
Region 8	May 1, 2012	20.87	51.58	72.45
Region 8 Region 9	May 1, 2012 May 1, 2012	20.87	51.58 51.58	72.45 92.18

# **Official Notices**

		Tractor		m		Tractor
Region 1	Effective Date May 1, 2012	<b>602 Driver Rate</b> 40.75	Operating Cost 41.43	Tractor Only Truck Rental Rate 82.18	Plus Trailer Operating Cost 11.46	Trailer Rental Rate 93.64
Region 2	May 1, 2012	34.42	41.43	75.85	11.46	87.31
Region 3	May 1, 2012	22.37	41.43	63.80	11.46	75.26
Region 4	May 1, 2012	34.42	41.43	75.85	11.46	87.31
Region 5	May 1, 2012	21.38	41.43	62.81	11.46	74.27
Region 6	May 1, 2012	37.95	41.43	79.38	11.46	90.84
Region 7	May 1, 2012	25.85	41.43	67.28	11.46	.78.74
Region 8	May 1, 2012	34.42	41.43	75.85	11.46	87.31
Region 9	May 1, 2012	41.15	41.43	82.58	11.46	94.04
Region 10	May 1, 2012	33.42	41.43	74.85	11.46	86.31

The operating costs, including the average truck broker fees paid by those survey respondents who reported paying truck broker fees, and the truck rental rates may also be reviewed by accessing DLI's website at www.dli.mn.gov. 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 May 1, 2012.

Dated: 1 May 2012

Ken B. Peterson, Commissioner Department of Labor and Industry

# EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

#### Definitions:

- 1. <u>Violence</u> is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.
- 2. <u>Harassment</u> is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.
  - A. <u>Unlawful discriminatory harassment</u> is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.
    - Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.
  - B. <u>General harassment</u> is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.
- 3. <u>Discrimination</u> includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

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

# NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS

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

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

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

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

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

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

# SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

#### 1. General.

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- **b.** The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

### 2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

**3. Equal Employment Opportunity Officer.** The contractor will designate and make known to State highway agency contracting officers

an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

### 4. Dissemination of Policy.

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

  b. In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

  (2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the
- opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### 5. Recruitment.

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- **c.** The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.
- 6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

  a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- **b.** The contractor will periodically evaluate the spread of wages paid within each

### SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (cont.)

- classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

### 7. Training and Promotion.

- **a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.
- **c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- **d.** The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 8. Unions. If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as

- agent will include the procedures set forth below.
- **a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.
- **b.** The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- **d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

### 9. Subcontracting.

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- **b.** The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

### 10. Records and Reports:

- a. The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
- (1) The number of minority and non minority group members and women employed in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force), (3) The progress and efforts being made in
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- (4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.
- **b.** All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

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

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

1. As used in these specifications:

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

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

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

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

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

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(1) in Minnesota Rules.)

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

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

### **EOUAL OPPORTUNITY CLAUSE**

(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **Minority and Women Employment Goals**

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

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

EEO SP Rev. 07/12

	Minnacata Danartmant of Transnartation	nenortotion	1 Contro	1 Contractor Name and Address.	and Address	• 55	
	Office of Civil Rights Contractor Employment Data		Phone:				
2. Ei	2. Employment Data a) Name: Last Name, First Name, MI	b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
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### INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA

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

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

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

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

# Minnesota Department of Transportation EEO Special Provisions Office of Civil Rights

Revised 07/12

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Minnesota Department of Transportation	rtation	(Check one) SP#		Federal Tax ID:	fax ID:		(check one)	
Office of Civil Rights		County or City		Street Address:	SS:	5.	5. Dollar Amount of Contract:	f Contract:
Monthly Employment Compliance Report EEO-13	Report	2. Reporting Period to		City, State Zip	di	9	6. Percent of Completion:	pletion:
7. Employment Data a) Name: Last, First Middle Initial		b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender M or F)	Trade/Foreman, Supervisors, Managers	gers (A, J or T)	h) Hours Worked This Period
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# **INSTRUCTIONS FOR EEO-13**

MONTHLY EMPLOYMENT COMPLIANCE REPORT

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

The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15<sup>th</sup> day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.) This information can be submitted electronically via the web, through MnDOT's Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT's Office of Civil Rights at (651) 366-3321.

### EEO COMPLIANCE REVIEW REPORT

Total Company Workforce (For 12 Month Period Preceding July 30<sup>th</sup> of the previous year)

	Name and Address of Contractor	
_		
_		
Name and Title of Corporate Office	cer Name of EEO Officer	

	To Empl	tal oyees		otal orities	Bla	icks		ian/ fic Is.		rican lian	His	panic	On-the Train	
Job Categories	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Misc. Trades														
Total														
On-the-Job Trainees														

EEO-8 Rev. 07/07

### NON-COLLUSION AFFIDAVIT

The following	g Non-Collusion Affidavit shall be executed by the bidder:
State Project	t No.
Federal Proj	ect No.
State of Min	nesota)
	) ss
County of _	)
	I,, do state under penalty of (name of person signing this affidavit)
perjury under	28 U.S.C. 1746 of the laws of the United States:
(1)	that I am the authorized representative of
	(name of person, partnership or corporation submitting this proposal)
and that I hav	re the authority to make this affidavit for and on behalf of said bidder;
(2)	that, in connection with this proposal, the said bidder has not either directly or
indirectly ent	ered into any agreement, participated in any collusion or otherwise taken any
action in restr	raint of free competitive bidding;
(3)	that, to the best of my knowledge and belief, the contents of this proposal have
not been com	municated by the bidder or by any of his/her employees or agents to any person
who is not an	employee or agent of the bidder or of the surety on any bond furnished with the
	will not be communicated to any person who is not an employee or agent of the
	aid surety prior to the official opening of the proposal, and
(4)	that I have fully informed myself regarding the accuracy of the statements
made in this a	affidavit.
	Signed:
	(bidder or his authorized representative)

### **ATTACHMENT A**

### RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER:
-----------------------

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

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

- (1) The Contractor:
  - (i) is in compliance with workers' compensation and unemployment insurance requirements;
  - (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
  - (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
- The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties:\*

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

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

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

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

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

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

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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION						
By signing this document I certify that I am an owner or coath that:	officer of the company, and I swear under					
1) My company meets each of the Minimum Criteria to be and is in compliance with Minn. Stat. § 16C.285,	a responsible contractor as defined herein					
2) I have included Attachment A-1 with my company's so	licitation response, and					
3) if my company is awarded a contract, I will also submit Attachment A-2 as required.						
Authorized Signature of Owner or Officer:	Printed Name:					
Title:	Date:					
Company Name:						
Sworn to and subscribed before me this day of, 20,						
Notary Public	PLACE NOTARY SEAL HERE					
My Commission Expires:						

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

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### **ATTACHMENT A-1**

### FIRST-TIER SUBCONTRACTORS LIST

### SUBMIT WITH PRIME CONTRACTOR RESPONSE

STATE PROJECT NUMBER:	
Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shal compliance under subdivision 4 a list of all of its first-tier subcontractors the project. Submit this form to <a href="mailto:biddocsubmittal.dot@state.mn.us">biddocsubmittal.dot@state.mn.us</a> .	Il include in its verification of hat it intends to retain for work
FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

### **ATTACHMENT A-2**

### ADDITIONAL SUBCONTRACTORS LIST

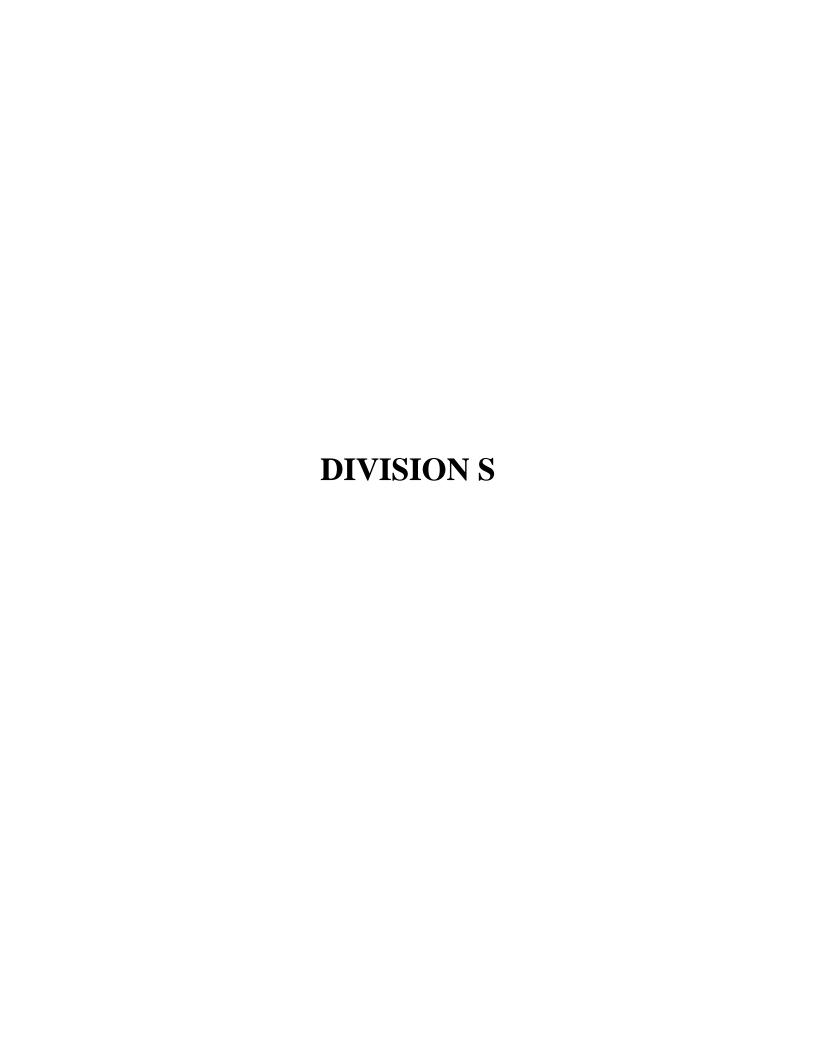
### PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER:					
This form must be submitted to the Project Manager or individual as iden	tified in the solicitation document.				
Minn. Stat. § 16C.285, Subd. 5 If a prime contractor or any subcontractors on the project after submitting its verification of computation subcontractor shall obtain verifications of compliance from each additional direct contractual relationship and shall submit a supplemental verific subdivision 3, clause (7), within 14 days of retaining the additional subbiddocsubmittal.dot@state.mn.us.	oliance, the prime contractor or al subcontractor with which it has ation confirming compliance with				
ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located				

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ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretar	y of State)	Name of city where company home office is located
·		
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A	-2	
By signing this document I certify that I am an owner or oath that:	officer of the	e company, and I swear under
All additional subcontractors listed on Attachment A-2 have voath by an owner or officer that they meet the minimum criter in Minn. Stat. § 16C.285.		· -
Authorized Signature of Owner or Officer:	Printed Na	me:
Title:	Date:	
Company Name:		
Sworn to and subscribed before me this day of, 20,	PI ACE N	OTARY SEAL HERE
Notary Public  My Commission Expires:	I LACE I	OTART SEALTHENE

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### S-1 RESPONSIBLE CONTRACTOR

### **REVISED 01/28/15**

The Department cannot award a construction contract in excess of \$50,000 unless the Bidder is a "responsible contractor" as defined in Minnesota Statutes \$16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor Verification and Certification of Compliance form. A company owner or officer must sign the Responsible Contractor Verification and Certification of Compliance form under oath verifying compliance with each of the minimum criteria. Bidders must obtain verifications of compliance from all subcontractors. A Bidder must submit signed copies of verifications and certifications of compliance from subcontractors upon the Department's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

A Bidder must also identify each subcontractor it intends to use on the Project. A Bidder must complete Attachment A-1 and submit it with the Responsible Contractor Verification and Certification of Compliance form, identifying each subcontractor it intends to use as of the time of bid submission. Include the State Project number specific to the bid on each form. THE COMPLETED FORMS MUST BE SUMITTED WITH THE BID PROPOSAL.

If the Bidder retains additional subcontractors after submitting its Responsible Contractor Verification and Certification of Compliance form, then the Bidder must submit Attachment A-2 within 14 days of retaining the additional subcontractor. Documents must be submitted to the Project Engineer. Include the State Project number specific to the bid on the form.

### **S-2** (1103) **DEFINITIONS**

### **REVISED 04/11/14**

The provisions of MnDOT 1103 are supplemented as follows:

S-2.1 The following definition is added to MnDOT 1103:

M Gallon. 1000 Gallons (MGal).

S-2.2 Replace the definitions for "Payment Bond" and "Performance Bond" with the following:

PAYMENT BOND. A bond furnished in accordance with Minnesota Statutes §574.26 and

meeting the terms specified in Minnesota Statutes §574.26 subdivision 2 (2).

PERFORMANCE BOND. A bond furnished in accordance with Minnesota Statutes §574.26

and meeting the terms specified in Minnesota Statutes §574.26 subdivision 2 (1).

### S-3 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications. Bidding documents, including the Bid Form, Drawings, and Specifications, will be available to be downloaded from Onvia DemandStar at <a href="http://www.demandstar.com/">http://www.demandstar.com/</a>.

### S-4 (1206) PREPARATION OF PROPOSAL

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

- S-4.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.
- S-4.2 MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

### 1206 2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

(1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder

shall:

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

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

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

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

An authorized representative of the Bidder must sign the Proposal.

# S-5 (1205) EXAMINATION OF PLANS SPECIFICATIONS AND SITE OF WORK

All bidders are advised to carefully review the Plans, Specifications and site conditions prior to submitting their bid. Any and all costs of dewatering excavations shall be considered incidental and no direct compensation will be made therefore. Dewatering plans shall be reviewed by Ramsey County's erosion control inspector prior to commencing operations. Dewatering activities shall comply with all applicable federal, state and local laws and regulations.

### S-6 (1208) PROPOSALS GUARANTY

In accordance with the provisions of Minnesota Department of Transportation Specification 1208 each bid shall be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the total bid.

### S-7 (1209) DELIVERY OF PROPOSALS

The provisions of MnDOT 1209 are modified with the following:

- S-7.1 The following item in MnDOT 1209:
- (6) Form 21816, "Bid Bond Form," cashier's check, or certified check; is hereby deleted from the MnDOT Standard Specifications.
- S-7.2 Ramsey County will receive sealed bids until 2:00 PM, on the date listed in the solicitation at Ramsey County Procurement, Suite 210, City Hall/Court House, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102. Immediately thereafter, all bids will be opened publicly and read aloud in the City Hall/Court House, 15 West Kellogg Boulevard, St. Paul, Minnesota 55102.

### S-8 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1206 are modified with the following:

- S-8.1 MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:
  - 1212 OPENING OF PROPOSALS

The Department will open Proposals at the time, date, and place defined in the Proposal Package and the Advertisement for Bids.

### S-9 (1302) AWARD OF CONTRACT

SP2014-13

Award of Contract shall be performed in accordance with the provisions of 1302 except as modified below:

S-9.1 Delete the first paragraph and add the following:

The award of Contract, if it is awarded, will be made within 60 calendar days after the opening of proposals to the lowest responsible bidder who complies with all prescribed requirements. The successful bidder will be notified by letter, mailed to the address shown on the proposal that the bid has been accepted subject to execution and approval of the Contract as required by law.

S-9.2 Add the following paragraph

As a condition precedent to the Award of Contract, the bidder shall furnish proof that he/she is in compliance with Minnesota Statutes Section 363, as amended by Laws of 1969, implementing the rules and regulations of the Minnesota Department of Human Rights.

# S-10 (1404) MAINTENANCE OF TRAFFIC (1707) PUBLIC SAFETY AND (2563) TRAFFIC CONTROL

### **REVISED 01/16/15**

SP2014-17

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

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

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

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

The Contractor shall schedule work so that no more than one side of an intersection is under construction or closed to pedestrian traffic at a time.

The Contractor shall schedule work so that pedestrian curb ramps and sidewalks are completed and open to pedestrian traffic within 48 hours of removal of the existing pedestrian curb ramps and sidewalks. Exceptions will be made at signalized intersections, where Accessible Pedestrian Signal Systems are being installed.

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

The 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-10.1 TRAFFIC CONTROL

- (A) If traffic control layouts are not present in the Plan, or if 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 seven (7) days prior to the start of construction. The Contractor does not need to submit layouts that can be found in the Field Manual. All other layouts that are not found in the plan shall be submitted. 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.
- (B) 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. The Contractor shall also furnish the names, addresses and phone numbers of those individuals to the following:

Ramsey County Public Works Department	(651) 266-7100
Ramsey County Sheriff's Department	(651) 266-7300
Saint Paul Public Works	(651) 266-6201
Saint Paul Police Department	(651) 266-5588
Saint Paul Fire Department	(651) 224-7811
Saint Paul City Clerk	(651) 266-8688
Shoreview Public Works	(651) 490-4650
Shoreview City Clerk	(651) 490-4610
Lake Johanna Fire Department	(651) 480-7024
Arden Hills Public Works	(651) 792-7852
Arden Hills City Clerk	(651) 792-7800
Roseville Fire Department	(651) 792-7009
Roseville Administration	(651) 792-7001
Roseville Police Department	(651) 792-7008
Roseville Public Works	(651) 792-7003
Maplewood Public Works	(651) 249-2400
Maplewood Police Department	(651) 249-2600
Maplewood Fire Department	(651) 249-2800
Maplewood City Clerk	(651) 249-2010
White Bear Lake Public Works	(651) 747-3650
White Bear Lake Police Department	(651) 429-8511
White Bear Lake Fire Department 1	(651) 429-8567
White Bear Lake Fire Department 2	(651) 429-8507
White Bear Lake City Clerk	(651) 429-8500
White Bear Township Public Works	(651) 747-2775
White Bear Township City Clerk	(651) 747-2750

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

• Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.

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

The Contractor is required to meet the traffic control device quality standards as determined in the Field Manual. The Contractor shall immediately replace traffic control devices that are deemed unacceptable. Signs that are dirty and result in a noticeable loss of reflectivity at night are also considered unacceptable and shall be cleaned or replaced. The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning the notification of unacceptable traffic control devices. If the Contractor is negligent in correcting the deficiency within one day of notification the Contractor shall be subject to a daily charge assessed at a rate of \$500 for each day or any portion thereof with which the Engineer determines that the Contractor has not complied.

(D) The person performing the inspection in paragraph (C) 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 inspection logs, as he deems necessary.

The Contractor shall provide copies of the inspection logs on a weekly basis on a day of the week determined by the Engineer. Additionally the Engineer may request copies of the logs at any time he deems necessary. If the Contractor is negligent in providing the inspection logs on the predetermined weekly date or at the Engineer's request, 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 third sentence of paragraph 2 in MnDOT 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."

(F) 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 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.

### S-10.2 TEMPORARY LANE CLOSURE REQUIREMENTS

- A. Temporary lane closures or other restrictions by the Contractor, during work hours and consistent with 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. The Contractor shall furnish, erect, and maintain all traffic control devices required for these closures; including, but not limited to, barricades, advance warning arrow boards, warning signs, flag persons with two-way radios, trailers, flashers, and cones. Application of traffic control devices shall be in accordance with the MMUTCD. Sign panels shall be in accordance with the Mn/DOT Standard Signs Manual, Parts I and II.
- B. Any temporary lane closure extending beyond 1000 feet shall have a minimum of one type III barricade placed in the closure lane for every 1000 feet of extension.
- C. All temporary lane closures used at night shall have plastic drum-like channelizers (or Type I barricades with steady burn lights) in the lane closure taper and also in any shifts in traffic alignment.
- D. When a temporary lane closure is used by the Contractor, the closure shall be incidental work and no direct compensation will be made therefore.
- E. 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.
- F. The Engineer will have the right to lengthen, shorten, or otherwise modify the foregoing periods of restrictions as actual traffic conditions may warrant.
- G. Qualified, certified flag persons shall be provided by the Contractor in conformance with the provisions set forth in the flagging handbook which is a portion of the Field Manual. Flag persons, while on duty, shall wear a fluorescent yellow hardhat and vest. The vest shall be reflectorized if worn at night. Flag persons shall be fully clothed when on duty; shirt or blouse, slacks or trousers, and sturdy shoes. Flag persons must be thoroughly familiar with all applicable traffic laws and regulations, and, if directing and controlling traffic around or through a traffic control device, shall be properly deputized.
- H. Flag persons shall use an approved "Stop-Slow" paddle or standard when directing traffic.
- I. Off-duty police or patrol officers may be utilized as flag persons. They shall use a fluorescent yellow hardhat and vest and may use hand signs in lieu of "Stop-Slow" paddled, with approval of the Engineer.

### S-10.3 GENERAL REOUIREMENTS

- 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 barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices 2 times daily, including once at the end of each working day to verify that the devices are placed in accordance with the approved and/or modified Traffic Control Layouts, these Special Provisions, and the MMUTCD. Any discrepancy between actual placement and required placement shall be immediately corrected.
- B. 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 Conferences.

- C. The Contractor shall be required to respond within 2 hours to any call from the Engineer or designated representative concerning any request for improving or correcting traffic control devices. If the Contractor is negligent in responding to this matter, they shall be subject to the daily charge as set forth in Mn/DOT 1807 (Failure to Complete the Work On Time) of these Special Provisions.
- D. The Contractor will not be permitted to park their vehicles as to obstruct a traffic control device, interfere with traffic flow, or conflict with resident or consumer parking. The parking of workers' vehicles will not be allowed within the project limits unless so approved by the Engineer.
- E. Contractor shall furnish to the Engineer, for approval, the plan for switching traffic from one traffic control stage to another. The plan shall be furnished a minimum of 7 days prior to the switch and shall cover both the number of Contractor's personnel that will be available for the switch and the function of each person.
- F. Provide notice for all closures, detours and restrictions of access, including parking lane restrictions, as follows:
  - 1. Provide minimum 3 working days notice for all closures, detours, and restrictions of access to the following as necessary:
    - a. The Engineer
    - b. Ramsey County Sheriff's Department Dispatcher
    - c. Local Police and Fire Departments
    - d. Local Ambulance Dispatchers
    - e. Local Public Works Departments
    - f. Ramsey County Department of Public Works
    - g. Local School District
    - h. Postal and garbage services
    - i. MTC (or other local transit)
  - 2. Provide minimum 48 hours notice for all closures, detours and restrictions of access to all affected residences and businesses for when closures or restrictions of access will occur and what their duration will be.
- G. When signs are installed, they shall be mounted on posts driven into the ground at proper height and lateral offset as detailed in the MMUTCD. If this is not possible, they shall be mounted on portable supports or barricades as approved by the Engineer. Under no circumstances shall signs be mounted in metal drums. When signs are removed, the signposts shall also be removed as soon as possible.
- H. The Contractor shall be required to cover or remove all traffic control devices, which may be inconsistent with traffic patterns during all traffic switches.
- I. Open excavations adjacent to existing pavement will not be permitted on opposite sides of the roadway at the same time.
- J. The Contractor shall provide, at their own expense, protective devices necessary to protect the public from excavations, drop-offs, falling objects, splatter or other hazardous that may exist during construction.
- K. All Contractors, Subcontractors and Suppliers mobile equipment shall be equipped with operable amber 360 degree visible rotating beacons, light bars, or strobes and shall meet all requirements of the following SAE Specifications J845, J595 and J1318.

Lights shall be mounted so that at least one beacon is visible at all times when at eye level from a 60-foot radius about the equipment. These lights shall be operating while in the work zone at all times. This specification is to be used for both day and nighttime operations. All costs incurred to provide beacons shall be incidental to the lump sum traffic control.

These warning lights/beacons shall be operating and visible immediately upon deceleration as a vehicle approaches the construction work zone at a minimum distance of approximately 500 feet from the anticipated entry point. If the flashing lights are creating vision problems for workers, lights may be turned off at the discretion of the Engineer once the vehicle has completely entered the work zone. When a vehicle leaves the construction work zone, the lights shall be operating and visible at least 500 feet from the anticipated exit points or for a minimum period of 10 seconds before the vehicle exits the work zone and shall remain on until has reached posted speed in the traveled traffic lane.

Any warning Lights/Beacons shall be on the list of approved lights obtained by contact:

Vehicle Warning Beacons Office of Construction MS 650 Transportation Building 395 John Ireland Blvd. St. Paul, MN 55155

OR By Calling: 651.296.3126

- L. Sandbags will be the only acceptable weight to stabilize traffic control devices. During freezing conditions, sand for bags and impact barrels shall be mixed with a de-icer to prevent the sand from freezing. These sandbags shall be placed and maintained at the base of the traffic control devices to the satisfaction of the Engineer.
- M. OSHA requires that all personnel working on or near the traveled roadway wear approved reflectorized safety vests.
- N. The Contractor shall conduct operations to allow continual fire and police access to all areas within the project.
- O. The Contractor shall maintain in place facilities as follows:
  - 1. Signs
    - a. The Ramsey County Employees will remove any signs or posts they choose to salvage. The contractor shall contact Ramsey County Public Works to coordinate the removal of the signs.
    - b. The Contractor shall remove any signs and signposts not salvaged by the County as needed to complete the project.
    - c. All signs and signposts not salvaged by the County will become the property of the Contractor. No direct payment shall be made for the removal and disposal of signs and signposts.
    - d. The Contractor shall provide flaggers as directed when "STOP" or other prohibition signs are removed.
    - e. Relocate or temporarily mount all required signs along streets, which remain open to traffic.

### S-10.4 LUMP SUM TRAFFIC CONTROL

No measurement will be made of the various items that constitute Traffic Control. All such work shall be construed to be included in a single lump sum payment under Item 2563.601 (Traffic Control), as listed on the Contract Proposal. The lump sum payment shall be compensation in full for all costs of furnishing, installing, maintaining, and removing the individual traffic control devices, providing flag persons, etc.

If the Contractor requests changes in the Traffic Control Plan as the project progresses and these changes are implemented, there will be no increase or decrease in the lump sum payment of traffic control.

The County has the right to make minor modifications to the traffic control after it is established and set up in the field. These modifications will not result in an increase or decrease in the Lump Sum payment for Traffic Control.

Progress payment amounts for Item 2563.601 will be determined by the percentage of the total Contract completed based on the following schedule:

% Of Contract Completed	% Of Item Paid
5%	15%
25%	40%
50%	70%
75%	90%
100%	(Final 100%)

### S-11 (1505) COOPERATION BY CONTRACTORS

SP2014-18

The provisions of MnDOT 1505 are supplemented as follows:

- S-11.1 Bidders are advised that separate contracts may exist for other related work in the project area. The related work must be completed in cooperation and conjunction with this Contract.
- S-11.2 The State, Cities or County may also let other Contracts that may be in progress concurrently with the operations of this project.
- S-11.3 The Contractor shall coordinate his/her work and cooperate with the holders of those separate Contracts, both present and future, and their forces in a manner consistent with the provisions of Mn/DOT 1505.
- S-11.4 The City of Saint Paul will be installing APS systems at 3 locations within the project. Locations are: Cleveland Avenue at Grand Avenue, White Bear Avenue at Ivy Avenue, and White Bear Avenue at Arlington Avenue. The Contractor shall coordinate his/her work and cooperate with the City of Saint Paul when performing work at these locations. The Contractor shall notify the City of Saint Paul 3 days prior to start of work and allow 4 days per intersection to complete work.

### S-12 (1506) SUPERVISION BY CONTRACTOR

Delete 1506.1 and add the following:

- S-12.1 During the life of the Contract, the Contractor shall provide and have at all times a competent superintendent in charge of the overall project, who will personally be on call 24 hours a day and shall be available at the jobsite within four (4) hours notice. The superintendent may be either the Contractor himself/herself or a responsible employee authorized to act in the Contractor's behalf. This individual shall be fully authorized to conduct all business with the subcontractors; to negotiate and execute all supplemental agreements; to execute the orders and direction of the Engineer without delay; and to promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.
- S-12.2 At the Pre-construction Conference, the Contractor shall designate in writing whom the competent superintendent and competent individual (if different) will be for this project. These persons can only be changed throughout the duration of the project by submission of written authorization to the Engineer by the Contractor. The submittal of these persons shall be done before any work is performed on this project.
- S-12.3 The Contractor shall furnish names, addresses, and phone numbers of at least three individuals responsible for all aspects of maintenance on the project. At least one of these individuals shall be "on call" 24 hours per day, seven days per week. The individual "on call" upon receiving notification of any deficiency shall dispatch people, materials, and equipment to correct the deficiency. The required information shall be submitted to the Engineer at the Pre-construction Conference.

### S-13 (1507) UTILITY PROPERTY AND SERVICE

P2014-20

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

S-13.1 The first paragraph of Mn/DOT 1507 is deleted and the following substituted therefore: "It shall be the Contractor's own responsibility to contact all local utility companies and ascertain the location of all existing underground utilities, if any, prior to performing any excavation operations. The Contractor shall conduct his/her operations in the vicinity of any such facilities, which may exist, in a manner that will prevent damage thereto."

### S-14 (1512) UNACCEPTABLE WORK

NEW WRITEUP 10/14/13 SP2014-25.1

MnDOT 1512 is hereby modified as follows:

- S-14.1 Replace MnDOT 1512.1 number (5) with the following:
- (5) After the Contractor has been given proper notice to acceptably correct the Work and Materials and has failed to do so, provide notice of default in accordance with MnDOT 1808 "Default of Contactor".

### S-15 (1603) MATERIALS: SPECIFICATIONS, SAMPLES, AND TESTS

S-15.1 SAMPLING AND TESTING

Sampling and testing, as required by the "Schedule of Materials Control" will be performed by the County. The County at the Contractor's expense shall perform retests of those tests that fail.

S-15.2 ACCEPTANCE

A copy of the "Schedule of Materials Control" is available on the internet at:

ftp://ftp.co.ramsey.mn.us/PubWorks/Outgoing/2014%20SMC/

### S-16 (1702) PERMITS, LICENSES AND TAXES

- S-16.1 Ramsey County requires the Contractor and all of his/her subcontractors to submit the Annual Right of Way User Registration permit and the Excavation of Obstruction Permit application forms, (attached in appendix). The permit fee will be waived. The bond and insurance requirements are met through the provisions of this Contract.
- S-16.2 The Contractor is responsible for acquiring all permits required by the cities where the work is to be performed.
- S-16.3 The permits included in the Proposal for this project, as issued, shall be construed to be a part of the Special Provisions in the Proposal. The conditions, requirements and restrictions of these permits shall be binding on the Contractor's operations under this Contract.

### S-17 (1707) PUBLIC CONVENIENCE AND SAFETY

Metro Transit has bus service in the Project area which will be affected by this construction. The Contractor shall notify the following Metro Transit representative prior to the start of the Project:

Greg Tuveson
Manager of Street Operations
<a href="mailto:greg.tuveson@metc.state.mn.us">greg.tuveson@metc.state.mn.us</a>
612-349-5407

### S-18 (1710) TRAFFIC CONTROL DEVICES

- S-18.1 The Contractor shall make available for inspection (on the job site 24 hours prior to installation) all traffic control devices to be furnished and used by the Contractor. All traffic control devices and methods shall conform to the Minnesota Manual of Uniform Traffic Control Devices (MN MUTCD), the Minnesota Standard Signs Manuals Parts I and II, the Traffic Engineering Manual, and the following:
- S-18.2 On any roadway having a 45 mph or higher speed limit prior to construction, all Category I and II temporary traffic control devices used after July 1, 2006 shall meet NCHRP 350 crash testing criteria. This includes all new and used Category I and Category II devices. Category I devices include tube markers, plastic drums and cones, etc. Category II devices include portable sign supports, Type I, II and III barricades, etc. The Contractor shall provide the Project Engineer a Letter of Compliance stating that all of the Contractors Category I and II Devices are NCHRP 350 approved as of July 1, 2006. The Letter of Compliance must also include approved drawings of the different signs and devices and shall be provided to the Project Engineer at the Pre-construction meeting.
- S-18.4 Removal of pavement markings that conflict with revised traffic patterns shall be done in accordance with Mn/DOT 2102, and shall be considered incidental to Traffic Control.

### S-19 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS

The provisions of Mn/DOT 1714 are hereby deleted and replaced with the following:

S-19.1 The Contractor shall indemnify, defend and save harmless the County of Ramsey, the Cities of Saint Paul, Shoreview, Arden Hills, Roseville, Maplewood, White Bear Lake, White Bear Township, and MN/DOT, their officers and employees from all suits, actions and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor, including any claims related to pollution; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order, or decree.

### S-20 (1717) AIR, LAND AND WATER POLLUTION

SP2014-39

Pollution of natural resources of air, land and water by operations under this contract shall be prevented, controlled, and abated in accordance with the rules, regulations and standards adopted and established by the Minnesota Pollution Control Agency, and in accordance with the provisions of Mn/DOT 1717 and the following:

S-20.1 The contractor shall designate and utilize clearly marked concrete washout areas or containment/capture methods (i.e. dumpsters, empty concrete trucks, or on-board recycling systems), situated to prevent discharge of concrete washout to surface and ground waters, and storm water conveyance systems, including curb and gutter. This includes all concrete equipment that must be washed, primed or cleaned to maintain proper function. All concrete washout areas and methods will require a Contractor designed Site Plan as per 1717 and shall follow the MnDOT Guidance Documents for Washout and Wash-off.

### S-20.2 POLLUTION PREVENTION

- Air pollution Due to the fact that concrete saw-cutting and diamond surface grinding have the potential to generate concrete dust that can contribute to public nuisance and air pollution, and
- The proposed project corridors are located in heavily populated areas and may be adjacent to public waters,
- All concrete cutting and grinding must be conducted in wet conditions whether by the usage of tools and equipment equipped with wetting accessories or mitigated by the deployment of air misting equipment, and

- The resulting wet slurry generated by this equipment must be properly handled and disposed of, thus
- The contractor shall submit a site plan as per 1717.2E prior to any concrete or cementitious liquid or dust generating activity or operation.

This plan shall be called a Concrete Work Control Plan, administered by the Erosion Control Supervisor that uses all practicable precautions to prevent concrete liquid or dust emissions for the Engineers approval. Expected aspects of this Concrete Work Control Plan must address as follows:

- 1. Identify all potential concrete liquid and dust emission sources
- 2. Assessing concrete work control methods for each day of operation
- 3. Determine frequency of applications, and other best management practices
- 4. Record all concrete liquid and dust generating activities of each day of operation
- 5. Monitor concrete work control plan and make corrective actions immediately based on field observation or as directed by the contractor supervisor or project engineer.

The Concrete Work Control Plan shall have provisions for notification of subcontractors and others accessing the disturbed area of their responsibility to control liquid and dust emissions (i.e. observing onsite vehicle speed limits, trackout, methods of liquid and dust controls being used when working on pavement and disturbed areas).

The Concrete Work Control Plan shall address the type of best practicable methods for liquid and dust control to be used by the contractor in appropriate detail for each liquid or dust generating operation. More than one type of liquid or dust control method may be necessary to prevent generation of fugitive dust generation and control of liquid slurries at any given time, and must be addressed as applicable in the submitted Concrete Work Control Plan. Failure to follow the approved plan required by the project will result in a deduction as per 1717 Quality Assurance and 2573 Erosion control Supervisor, and/or project shutdown as per 1501 Authority of the Engineer. Failure to control fugitive dust and liquid waste materials generated at the project site is a violation of Federal Clean Air and Water Acts, and Minnesota Rules. Regardless of the best practicable method(s) of liquid and dust control selected, the Permittee is responsible to prevent controllable fugitive dusts from becoming airborne and cementitious liquids from entering storm water conveyance, treatment systems and waters of the State.

The plan shall include training of project subcontractors and equipment operators to recognize when liquid and dust controls being used are not preventing the generation of fugitive dusts or controlling liquid loss from the work area and to follow the requirements of the project's concrete work control plan. A log of such training shall be kept onsite with the daily operation log.

The plan shall include identification of the project onsite person(s) authorized to cease operations when wind or other meteorological conditions compromise the control of cementitious materials when employing the best practicable methods specified in the plan or subsequent amendments.

The plan shall have provisions for updating the plan in the event material changes to the project occur and resubmittal of the plan to the Project Engineer.

Below are listed example best management practices and operations for development of the Contractor Concrete Work control Plan:

#### S-20.3 CONCRETE SAWING/CUTTING

• Any water residue or saw slurry created by sawing or cutting operations shall be gutter contained and vacuumed immediately from the road surface. Any downstream catch basins that may receive any slurry run-off must be blocked until the slurry has been removed from the road surface. Structure cutting of pipes, culverts, railings and other concrete materials shall be done using a water mist system that limits the generation of fugitive dusts, and the resulting slurry must be managed to prevent discharge into catch basins, and all other storm water conveyance systems.

Residue and excess water resulting from this operation shall be removed from the roadway
by a vacuum and collection system. Residue and water shall not be permitted to either flow
across lanes occupied by traffic or to flow into gutters or other drainage facilities without an
Engineer approved Concrete Slurry Management Plan submitted by the Contractor. All
slurry material shall ultimately become property of the Contractor and must be disposed of
as per Mn/DOT 2104.3C3 as approved by the Engineer.

#### S-20.4 CONCRETE SLURRY MANAGEMENT PLAN

As part of the Concrete Slurry Management Plan, the Contractor must submit a slurry disposal plan along with written assurance of proper handling during all phases of transport and disposal at the preconstruction conference or as soon as practicable for approval by the Engineer. To dispose of the slurry the Contractor must submit a disposal plan which shall include but not be limited to the following information, and be approved by the engineer:

At a minimum, the slurry management plan must include the following information:

- Provide an estimate of the volume of slurry that will be produced on the project, and
- Identify the name and location of the POTW (publicly owned treatment works facility) that the liquids will be deposited in if used, or concrete batch plant water reuse, along with certified test results that the material meets local, state and federal requirements for pH, solids, release agents and metals, or
- Identify the name and location of the MPCA permitted lined mixed municipal solid waste or industrial landfill that the solids will be deposited in, or concrete batch plant reutilization or salvage industry, and
- The plan must address the disposal location's pollution prevention measures, and
- Describe how the water will be managed. Examples: Will the water be allowed to evaporate or once
  the fines have settled will the containment pond be dewatered and the water reused in the grinding
  operation, slurry broadcast operation, used in a commercially useful manor (i.e. dust control, grade
  compaction), or sent via sanitary sewer or hauled to a water treatment facility? \*If disposing at a
  treatment facility, the name of the treating facility must be provided, and
- Describe how the solids (fines) will be managed. Examples: Will the solids be used as a fill material, a component in recycled aggregate or any other commercially useful application, transported to a facility where they can be stored for future, or disposed of in a landfill? The Contractor shall furnish the Engineer with a document that identifies the name and location of the reuse storage facility or a MPCA permitted lined mixed municipal solid waste or industrial landfill that the solids will be deposited, and
- Any proposed reuse of water or solids must be fully described in the plan. Solids reuse must include a description of the engineering need for the material, and
- Any alternative methods of slurry/water disposal must be approved by the Engineer, and
- Following disposal of the slurry or any portions thereof, the Contractor must furnish the Engineer with a document suitable to meet the requirements 1721 that demonstrates compliance with the disposal plan.

All slurry material shall become property of the Contractor and must be disposed of as per Mn/DOT 2104.3C3 as approved by the Engineer, and as described below.

All concrete residue and water (slurry) resulting from concrete grinding operations must be continuously vacuumed from the surface, captured, and containerized for further handling or processing. The slurry must not be permitted to flow across lanes occupied by traffic, flow into drainage facilities or discharge anywhere within the highway Right of Way. The Contractor must submit a slurry disposal or reuse plan at the preconstruction conference for approval by the Engineer.

The method to manage the slurry may require separation of the solids from the liquids. This separation may be achieved mechanically by centrifuging or passively by allowing settlement of the fines to occur in a temporary impermeable lined containment area. If a temporary containment area is used within the highway Right of Way, a Site Plan as per 1717 will be required for the Engineer's approval. The minimum Site Plan shall include methods for storm water protection at the temporary containment area, a description of the proposed

separation method, and the process for final removal and restoration of the disturbed containment area. For any method used to separate the liquid from the solids, the Contractor shall identify the name and location of the publicly owned treatment works facility (POTW) that the liquids will be deposited in, or how the processed water will be reused by the Contractor.

As part of the slurry disposal or reuse plan, the Contractor must be able to provide, upon request, documentation that identifies the name and location of the MPCA permitted lined mixed municipal solid waste (MMSW) or industrial landfill that the solids will be deposited in, or identifies any alternative methods of disposal or reuse that meet environmental requirements of regulated industrial waste.

The Contractor shall hold Ramsey County or Mn/DOT harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with concrete slurry management and disposal. All materials and labor for installation of storm water protection practices, maintenance, control, removal and disposal for the management of concrete slurry is incidental to the concrete grinding operation.

#### S-20.5 Storm Drain Inlet Protection

This special provision provides partial means for compliance to 1701, NPDES Permit, and supplements additional cementitious generation management operation special provisions. This work shall consist of providing, using, and maintaining temporary storm drain inlet protection for the management of concrete slurries generated from concrete planing not captured by vacuum, concrete pavement rehabilitation, and concrete sawing. This special provision describes the process of concrete surface cleaning, dust management utilization of water and slurry containment from the above listed activities from illicit discharge of cementitious material to conveyance systems of curb and gutter to storm drain inlets and compliance to the federal Clean Air Act and State Statute of 7011.0150 Fugitive Dust Emission.

Any concrete slurry produced must be retained in the roadway/gutter and prevented from entering the any downstream catch basins.

# S-21 (1801) SUBLETTING OF CONTRACT

#### **REVISED 11/24/14**

The provisions of MnDOT 1801 are modified as follows:

S-21.1 For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

#### S-22 (1803) PROSECUTION OF WORK

Prosecution of work shall be in accordance with the provisions of 1803 and the following:

- S-22.1 The Progress Schedule as provided in 1803.1 shall be in the form of a bar chart. A bar chart approved by the Engineer may be required for the processing of estimates. All milestones must be denoted on the bar chart.
- S-22.2 The contractor shall be aware that it is anticipated that there will be multiple "move-ins" required within the allotted contract time.
- S-22.3 All work shall be completed by July 15, 2015.

### S-23 (1803) PROSECUTION OF WORK

REVISED 11/24/14 SP2014-46

The provisions of MnDOT 1803 are supplemented and/or modified with the following:

#### S-23.1 SPECIAL PROJECT ADA REQUIREMENTS

All pedestrian facilities and shared use paths on this Project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG) which can be found at: http://www.dot.state.mn.us/ada/pdf/PROWAG.pdf. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet the PROWAG guidelines as the need arises and field conditions dictate.

- A. The Contractor must designate a responsible person competent in all aspects PROWAG to assess proposed sidewalk layouts at each site before work begins. Any time work the Contractor is performing concerns pedestrian facilities, the Contractor's responsible person shall be on site.
- B. Pedestrian facilities must be constructed to meet the following criteria:
  - (1) Pedestrian Access Routes (PAR) must be constructed to meet the following:
    - Minimum 4 feet width.
    - A maximum cross slope of 2.0%.
    - Vertical discontinuities must be less than 0.25 inches.
    - Must provide positive drainage without allowing any ponding and maintain existing drainage flow patterns unless indicated otherwise in the Plan.
    - All grade breaks shall be constructed perpendicular to the path of travel.
  - (2) Landings are part of the PAR and must be constructed to meet the following:
    - 4 feet by 4 feet minimum width.
    - Maximum slope of 2.0% in all directions.
    - Required at all locations where the PAR changes directions or inverse grades.
    - Must be connected to the PAR.
  - (3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:
    - Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
    - Longitudinal slopes between 5 8.3% in the direction of travel require a landing at the top of the ramp.

If the Contractor constructs any pedestrian or shared-use trail facilities that are not per Plan, do not meet the above requirements, or do not follow the agreed upon resolution, the Contractor will be responsible for correcting the deficient facilities with no compensation paid for the corrective work. To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the following three steps:

- 1. The Contractor shall use the appropriate ramp details in the Plan and identify the removal limits for the sidewalk and curb and gutter. If Contractor determines the removal limits are not adequate to meet PROWAG, the Contractor shall stop work immediately and consult the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may finish the removals.
- 2. Prior to pouring each curb and gutter segment, the Contractor must verify the zero height curb and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge as shown on Standard Plan Sheet No. 5-297.250 (sheet 4 of 5). The Contractor shall also verify the proposed curb flow lines will provide positive drainage as well as maintain existing drainage patterns including existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flow line and no vertical discontinuities. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.
- 3. After the curb has been correctly poured, the Contractor has set the sidewalk forms, and prior to placing the concrete curb ramps/sidewalks, the Contractor shall verify the requirements in Section S-24.1B will be achieved.

In addition, the longitudinal slopes shown in the Construction Plans and the Standard Plans shall be utilized unless these conditions cannot be met. The starting point for setting the forms on the controlling ramp leg should be the following:

```
Steep (S) = 7%

Flat (F) = 4%

Landing = 1.5%

Sidewalk Cross Slope = 1.5%

Fan ramp = 5%
```

If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.

**Landings** – An initial landing is the first required landing of a pedestrian ramp. All initial landings required at the top of a ramped sloped surface (>2% longitudinal slope), shall be formed and placed separately in an independent concrete pour. This does not include initial landings placed at roadway grade such as depressed corners, parallel ramps, or rural flat landings. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate landing pour. All landings adjacent to push buttons shall be formed and placed separately in an independent concrete pour, regardless of ramp type.

Wet casting or drill and grouting of dowel bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 5 of 5. These bars may be either smooth or deformed and shall be installed with 2 inch minimum concrete cover. When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of \$10.00 per bar furnished and installed. All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed at each location.

- C. It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to layout all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, and ramp limits. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility. The owner's surveyor will only stake points and elevations provided in the Plan. For custom designs, other than specific dimensions provided in the Plan, the Contractor shall be expected to scale dimensions from the Plan as needed to construct the facility. If scaled dimensions do not allow for a facility to be constructed to meet the requirements of this Special Provision, the Contractor shall follow the process listed in Section S-24.1B. This layout work shall be incidental.
- D. The Contractor shall utilize measures and methods when working near existing buildings that will avoid damaging the building's face or structure. The contractor will be responsible for any damage to the building's face or structure, both below and above ground. Any damage resulting from Contractor operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.
- E. This section applies when no sidewalk joint information is provided in the plan. The Contractor will round all sidewalk joints with a ¼ inch radius edging tool, contraction joints shall extend to at least 30 percent of walk thickness and shall be ¼ inch maximum width. The Contractor shall have the option of providing saw cuts to construct all sidewalk joints and the gutter joints within the PAR. When greater than 50 feet of continuous sidewalk runs are constructed the contractor shall saw cut all joints. The top grade break of walkable flares need a visual joint to indicate a change in grade. This visual joint shall have ¼ inch radius, ¼ inch maximum width and ¼ inch depth. All saw cut work associated with PAR construction shall be incidental.

- F. In areas where the sidewalk is to be constructed around fixed structures and the grade has been changed, the sidewalk shall be finished around these structures to the satisfaction of the Engineer at no additional cost
- G. All pedestrian signal systems should be installed as shown in the Plan and must be constructed to meet the following criteria. The Contractor shall verify that the proposed push button locations will meet all of the following criteria before proceeding with the installation of the pedestrian push button system:
  - Pedestrian push buttons shall be oriented with the button facing towards the intersection and the button face placed parallel to the outside edge of the crosswalk.
  - Pedestrian push buttons shall be a minimum of 4 feet and a maximum of 10 feet from
    the back of curb/edge of roadway, but may be placed 1.5 feet to 4 feet from the back of
    curb/edge of roadway if mounted on a signal pole as indicated in the Plan or as
    approved by the Engineer.
  - Pedestrian push buttons shall be located at the outside crosswalk edge and shall be no more than 5 feet offset from the projected outside edge of the crosswalk/outside edge of detectable warnings.
  - Pedestrian push buttons shall be a minimum of 10 feet apart, except in islands and medians where only a 6' clear distance must be maintained
  - Each pedestrian push button shall have a landing immediately adjacent to the push button face with minimum dimensions of 4 feet by 4 feet and a maximum slope of 2.0% in all directions. Center the push button on the landing if possible to do so without violating any of the requirements listed in this Special Provision. The landing must be connected to the Pedestrian Access Route.
  - A 6-foot wide clear distance between obstructions in the same path as the PAR shall be
    maintained wherever it is possible to do so for snow removal purposes. This 6 foot
    obstruction free area is called a (MAR) Maintenance Access Route
  - All new hand holes shall be placed outside of the PAR, inclusive of ramps and landings.
  - The push buttons shall be mounted at a height of 42 inches as indicated in the Plan.
  - Crosswalks shall be striped in a straight alignment between the outside edges of the
    detectable warnings with no kinks unless the crosswalks are shown as kinked in the
    Plan.
  - The Contractor shall maintain all working points marked by the surveyor and use the working points to layout push button locations in accordance with the Plans and Special

#### Provisions.

If any of these conditions cannot be met, the Contractor shall consult with the Engineer to determine a resolution. Once the Engineer and the Contractor reach an agreement on how to proceed, the Contractor may proceed. If the Contractor constructs any pedestrian push button systems or pedestrian facilities which do not meet the criteria or the agreed upon resolution, the Contractor will be responsible for correcting the deficiencies with no compensation paid for the corrective work.

To help ensure signal systems are properly constructed the Contractor must adhere to the following practices:

• All push button station bases shall be installed using a breakaway pedestal base, see Typical APS Pedestrian Push Button Location and MnDOT approved /qualified products list. The pedestal base shall be fastened to the station foundation using 4 5/8 inch (UNC) x 7 ½ inch' stainless steel anchor rods. The push button station foundation shall be constructed as part of the sidewalk by increasing the sidewalk dimension to a 12 inch minimum thickness and an 18 inch minimum diameter to top of sidewalk surface. The push button station foundation shall be placed as part of the landing. All construction joints/grade breaks shall be located outside of foundation area and designated landing area.

- When not accounted for in the Plan, and determined necessary by the Engineer payment to furnish and install additional APS pedestrian push button station will be \$ 1,000.00 each and will be made under Item 2565.602 (Pedestrian Push Button Station). Payment shall include all components necessary to furnish and install APS push button station, including additional conduit, wiring, APS push button base installation, and shaft with reflective tape and cap.
- Signal pole foundations which are being constructed in or adjacent to sidewalk shall be constructed in accordance with the applicable MnDOT Standard Plate 8120 or 8126. If a push button is proposed to be mounted on a signal pole, the APS push button shall meet the vertical, horizontal, and crosswalk skew requirements. If these specifications cannot be met a MnDOT approved extension bracket must be used.

# S-24 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contract Time will be determined in accordance with the provisions of MnDOT 1806 and

the following:

- S-24.1 Construction operations shall be started on or within ten (10) Calendar Days following notice from the County Engineer of Contract Approval. Construction operations shall not commence prior to Contract Approval.
- S-24.2 All work required under this Contract, including maintenance work and Final Clean Up shall be completed by July 15, 2015.
- S-24.3 Construction operations shall not be started before 7:00 a.m. nor continued after 7:00 p.m., Monday through Saturday. Construction operations shall not be permitted on Sundays. Written permission from the Engineer and a permit from the affected municipalities may permit deviations from these time limits.

# S-25 (1807) FAILURE TO COMPLETE THE WORK ON TIME

The provisions of MnDOT 1807 are supplemented as follows:

S-25.1 The liquidated damages as set forth in these Special Provisions are separate and independent and may be assessed concurrently.

### S-26 (1903) COMPENSATION FOR ALTERED QUANTITIES

The provisions of MnDOT 1903 are supplemented as follows:

S-26.1 All quantities specified are approximate only and the County reserves the right to add or delete locations at the unit price bid.

# S-27 (1906) PARTIAL PAYMENTS

Payments shall be made in accordance with the provisions of 1906 and the following:

S-27.1 Partial payments of ninety-five (95) percent of the value of the completed work will be made under this Contract. Five (5) percent of the amount due will be retained until final completion and acceptance of all work covered by the Contract. Payments made pursuant to estimates and the final payment will be made after the work has been approved and accepted by the County Engineer and the County Board and then in the manner in which County claims are usually paid.

# **S-28** (1908) FINAL PAYMENT

Payment shall be made in accordance with the provisions of 1908 and the following:

S-28.1 Before final payment is made, a certification from the State Commissioner of Taxation must be furnished as provided in Minnesota Laws 1961, Chapter 213, Article I, Section 6 (re certification of satisfaction of State withholding taxes paid).

S-28.2 Prime contractors will be required to pay any subcontractor within ten days of the prime contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The prime contractor will be required to pay interest of  $1\frac{1}{2}$  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 \$10.00. 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.

# S-29 (2013) SURVEY MONUMENT

The provisions of MnDOT 2013 shall govern as amended below:

S-29.1 Should the Contractor hit, disturb, or remove an existing Public Land survey, lot corner, block corner, or any other monument marking property boundaries that has been located, marked, or shown on the plans, an assessment of liquidated damages in the minimum amount of \$2,000.00 per monument or the actual cost of restoring the monument, shall be charged. If, during the course of construction a monument is discovered, the Contractor shall notify the County Surveyor at (651) 266-7170. The Contractor shall cease all activities that could disturb the monument until the surveyors have perpetuated the monuments location. The County Surveyor must be contacted at (651) 266-7170 prior to the removal of a survey monument. Compliance with this provision does not indemnify the Contractor from Minnesota Statues Chapter 381.19, 505.33 or 609.605, Subdivision 1.

#### S-30 (2104) REMOVE WALK AND PAVEMENT

Payement shall be removed in accordance with the provisions of 2104 and the following:

- S-30.1 All concrete and bituminous pavements removed on the project shall be hauled to an aggregate recycling plant for further processing into reusable material. The Contractor shall review the removal operations and disposal site with the Engineer prior to the pavement removal.
- S-30.2 Sawing of concrete walk and curb and gutter shall be included in the price of 2104.501 Remove Curb and Gutter and 2104.503 Remove Concrete Sidewalk.
- S-30.3 Sawing of bituminous walk shall be included in the price of 2104.503 Remove Bituminous Walk.

# S-31 (2104) SALVAGE AND INSTALL SIGN PANEL TYPE C

This work shall consist of salvaging and installing sign panel type C in accordance with the provisions of MnDOT 2104, the details shown in the Plans, and the following:

- S-31.1 The Contractor shall be required to salvage existing panels and reinstall on new post and concrete sign bases.
- S-31.2 See Type C Sign Installation Detail located in the Attachments Section of Special Provisions.
- S-31.3 Measurement will be made by the number of sign panels type C salvaged and installed and new post and concrete sign bases installed as specified. Payment will be made under Item 2104.602 (Salvage and Install Sign Panel Type C) at the Contract bid price per each, which shall be payment in full for all costs involved.

# S-32 (2104) REMOVE AND REPLACE BITUMINOUS PAVEMENT REVISED 03/12/14

SP2014-76

This work shall consist of full depth sawing, removing, and replacing the bituminous surface adjacent to the newly constructed curb and gutter in accordance with MnDOT 2104, 2360, other Contract provisions, and the following:

#### S-32.1 CONSTRUCTION REQUIREMENTS

The Contractor shall provide a full depth bituminous sawcut at a line that is offset 2 feet from the proposed gutter face as shown in the Plans. This bituminous saw cut shall be performed radially as needed to follow the proposed curb radius. The Contractor shall then remove and dispose of the full depth bituminous between the sawcut and existing curb and gutter. The aggregate base shall be compacted to the satisfaction of the Engineer.

**Full Depth Bituminous:** After the curb and gutter has been constructed, the 2 foot wide void between the gutter face and the existing roadway shall be filled with a bituminous mixture of the same thickness as the adjacent pavement and to a compacted level resulting in the edges/joints between the compacted bituminous and the gutter face/existing bituminous roadway are less than ½ inch vertically.

Concrete Base with Bituminous Overlay: After the curb and gutter has been constructed, the 2 foot wide void between the gutter face and the existing roadway shall be filled with Concrete Mix No. 3A32 from the bottom of the adjacent existing pavement, then consolidated and struck off at a point 2 inches below the finish grade of the roadway. The remaining 2 inches shall be filled with a bituminous mixture to a compacted level resulting in the edge/joint between the compacted bituminous and the gutter face/existing bituminous roadway is less than ½ inch vertically.

Compaction shall be obtained with mechanical tampers in areas not accessible to conventional rolling equipment. Compaction shall be achieved to the satisfaction of the Engineer.

The surface slope of the bituminous patch in front of the truncated domes must not exceed 5% measured perpendicular to the flow line or edge of roadway.

Additional Minor Pavement Removal and Replacement: If the Engineer determines that additional pavement removal is necessary, this pay item can be utilized to complete additional minor roadway work beyond the initial 2 foot width. This work could consist of replacing damaged pavements or accommodating the construction of minor curb alignment changes in order to complete ADA work. For the area beyond the 2 foot width, the basis of payment will be 1 Linear Foot of removal and replacement for every 2 Square Feet of additional affected roadway area.

#### S-32.2 METHOD OFMEASUREMENT

Measurement will be by the linear foot at the face of curb.

#### S-32.3 **BASIS OF PAYMENT**

Payment will be made under Item 2104.603 (Remove and Replace Bituminous Pavement) at the Contract bid price per linear foot, which shall be compensation in full for all costs of performing the work as specified, including, but not limited to, cleanup and disposal operations.

# S-33 (2105) EXCAVATION AND EMBANKMENT

Roadway excavation and embankment construction shall be performed in accordance with the provisions of MnDOT 2105, except as modified below:

- S-33.1 The Contractor should be aware that due to the close proximity of buildings, vibration monitoring may be necessary to prevent structural damage. Any testing will be considered incidental and no compensation will be made for any testing that may need to be utilized for such preventive measures.
- S-33.2 The Contractor should be aware that contaminated materials may be encountered in the excavation. In the event on-site observations indicate contamination exists (organic vapor detector readings above background, visual or olfactory evident), the Contractor shall immediately notify the Engineer. The Engineer shall be responsible for notifying the necessary regulatory agencies and other necessary parties. The Contractor shall be prepared to stop work at the contaminated site for an adequate length of time after notifying the Engineer to allow time to test for contamination. No suspect material shall be removed from the site without the Engineer's approval. No claims for costs for interrupted progress shall be considered.

#### S-33.3 DISPOSAL PLAN

- S-33.4 Compaction of all embankment construction shall be obtained by the "Quality Compaction" method described in Mn/DOT 2105.3F.
- S-33.5 All excavated material is the property of the contractor. If materials are encountered within the planned roadway excavation limits which are excess materials and which meet all specified requirements for a plan designated borrow item, the Contractor may, at his/her option, utilize those materials in that portion of the roadway where said borrow item was designated.

If the Contractor elects to use such excess material as a borrow item, payment will be made at the respective Contract unit prices for both the excavation of the material and the item for which the excavated material is used.

If any excavated material or any material not placed yet is stored on the project, the Contractor at his expense will be responsible for providing the appropriate erosion control including temporary seeding and mulch. Whether the Contractor chooses to provide borrow from outside the excavation limits or as outlined above, any resultant excess material shall be disposed of outside the right-of- way at no additional cost to the Contract. Whether or not the Contractor makes the choice as outlined above, Mn/DOT 2105.3D shall be in full effect for all excavation materials. No granular material shall be hauled off the project without the written approval of the Engineer.

- S-33.6 The Contractor shall be responsible for and pay for all temporary and permanent erosion control/stabilization measures required for the proper storage and/or stockpiling of materials. This responsibility shall apply to protection against both waterborne and airborne particulates. Contractor responsibility shall apply to materials stored, access roads, and site areas affected by materials management or storage. Compliance is subject to all applicable permits and federal, state, and local statutes, ordinance, rules or regulations.
- S-33.7 Prior to salvaging operations the Contractor shall remove sufficient material adjacent to the in place structures to be salvaged, to the satisfaction of the Engineer, to prevent contamination of the salvaged materials, as set forth in the Plans.
- S-33.8 Measurement for Common Excavation will be made on the basis of field measurement. The unit price bid for each item shall be compensation in full for all work included in this item.
- S-33.9 The Engineer shall approve any additional removal of undesirable materials.
- S-33.10 Payment for quantities of Excavation and Embankment shall be as listed below.

Item No.ItemUnit2105.501Common Excavation (EV)Cubic Yard

# S-34 (2123) STREET SWEEPER WITH PICKUP BROOM

The provisions of 2123 are supplemented by the following:

- S-34.1 The Contractor shall have available and furnish a street sweeper, within one hour, after requested by the Engineer.
- S-34.2 The sweeper shall be a self-propelled sweeper with a pick up system.
- S-34.3 Measurement will be by number of hours of actual working time and travel time within the project limits. Payment will be made under Item 2123.610 (Street Sweeper with Pickup Broom). Travel time to and from the project will be considered incidental.

### S-35 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY)

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

S-35.1 Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

BITUMINOUS MIXTURE FOR PATCHING SPWEB340B

### S-36 (2461) STRUCTURAL CONCRETE

MnDOT 2461 is hereby modified as follows:

#### E.1.a Delivery Time

High early concrete mixes shall not exceed a mixing to placement time of 60 minutes. The Contractor shall ensure all high early concrete be placed within 60 minutes of batch time.

S-36.1 MnDOT 2461.3.G.7 and 2461.3G.7.a shall be deleted and replaced with the following:

#### G.7 Air Content

Maintain the air content of Type 3 general concrete at the specified target of 6.5 percent (+2.0 percent and -1.5 percent) of the measured volume of the plastic concrete in accordance with 1503, "Conformity with Contract Documents."

Make any adjustments immediately to maintain the desired air content. Measure the air content at the point of placement but before consolidation.

#### G.7.a Non-Conforming Material

Only place Type 3 concrete meeting the air content requirements in the work. If the Contractor places Type 3 concrete not meeting the air content requirements into the work, the Engineer will not accept non-conforming concrete at the Contract unit price.

For concrete not meeting the required air content, the Engineer will make determinations regarding the disposition, payment, or removal. The Department will adjust the Contract unit price for the Contract item of the concrete in accordance with Table 2461-17. When there is not a separate Contract unit price for *Structural Concrete* for an item of work or the concrete is a minor component of the Contract unit price, the Department will reduce payment based on a concrete price of \$100.00 per cu. yd [\$130.00 per cu.

m] or the Contractor-provided invoice amount for the concrete in question, whichever is less.

Table 2461-17				
General Concrete (Target Air Content 6.5%)				
Air Content, %	Adjusted Contract Unit Price			
The Engineer, in conjunction with the Concrete Engineer will determine the concrete > 10.0 suitability for the intended use in accordance with 1503, "Conformity with Contract				
	Documents," and 1512, "Unacceptable and Unauthorized Work,"			
>8.5 – 10.0	The Department will pay 75 percent of the Contract unit price for the concrete represented for material placed as approved by the Engineer.			
5.0 – 8.5	The Department will pay 100 percent of the Contract unit price for the concrete represented, for material placed as approved by the Engineer.			
>4.0 - <5.0	The Department will pay 75 percent of the Contract unit price for the concrete represented for material placed as approved by the Engineer.			
>3.5 – 4.0	The Department will pay 25 percent of the Contract unit price for the concrete represented and placed as approved by the Engineer. If the Engineer, in conjunction with the Concrete Engineer, determines the surface is exposed to freeze-thaw cycling, coat the concrete with an approved epoxy penetrant sealer from the Approved/Qualified Products List.			
≤ 3.5	Remove and replace concrete in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work," as directed by the Engineer. If the Engineer, in conjunction with the Concrete Engineer, determines the concrete can remain in place, the Engineer will not pay for the concrete and if the Engineer determines the surface is exposed to salt-brine freeze-thaw cycling, coat with an approved epoxy penetrant			
	sealer from the Approved/Qualified Products List.			

### S-37 (2521) CONCRETE WALK REVISED 10/31/14

SP2014-163

This work shall consist of constructing Concrete Walk, including necessary Subgrade Preparation, Aggregate Base, and Grading as indicated in the Plan, in accordance with the provisions of MnDOT 2112, 2211, 2521, other Contract provisions, and the following:

#### S-37.1 CONSTRUCTION REQUIREMENTS

(A) Concrete Walk – The walk shall be constructed as detailed in the Plan and conform to the requirements of MnDOT 2521, Walks.

To avoid corner breaks, all walk edges shall be formed and constructed perpendicular to the back of curb and gutter sections and concrete structures for a one foot minimum distance.

All existing signs shall be salvaged and reinstalled as directed by the Engineer or as indicated in the Plan.

- (B) Grading If not otherwise detailed in the Plan, all fill sections shall be graded flush with the top of walk for a minimum 18 inches from the edge of walk and then down at a maximum 1:3 slope to existing terrain. The Contractor shall blend in the toe of fill slope and adjacent areas so as not to adversely affect drainage.
- (C) Landings An initial landing is the first required landing of a pedestrian ramp. All initial landings required at the top of a ramped sloped surface (>2% longitudinal slope), shall be formed and placed separately in an independent concrete pour. This does not include initial landings placed at roadway grade such as depressed corners, parallel ramps, rural flat landings, or flat cut-throughs. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate landing pour. All landings adjacent to push buttons shall be formed and placed separately in an independent concrete pour, regardless of ramp type.

Wet casting or drill and grouting of dowel bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 5 of 5. These bars may be either smooth or deformed and shall be installed with 2 inch minimum concrete cover.

When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of \$10.00 per bar furnished and installed. All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed at each location.

S-37.2 All concrete walk shall comply with MnDOT specification 3137.2D.2

#### S-37.3 **METHOD OF MEASUREMENT**

Measurement of Concrete Walk will be made by top surface area.

#### S-37.4 BASIS OF PAYMENT

Payment will be made under Item 2521.618 (Concrete Walk) at the Contract bid price per square foot, including the area of walk under the truncated domes, which shall be compensation in full for all costs of furnishing, and installing the required material. In areas where Directional Curb is constructed, the triangular area that is behind the projected back of curb line will be paid for as Concrete Walk at the Contract bid price for Item 2521.618 (Concrete Walk). All excavation or borrow including hauling or disposal that is necessary to meet the walk grades in the Contract shall be incidental unless specifically provided for in the Plan. If common borrow requirements exceed 8 cubic yards (CV) at any individual site/quadrant, than the common borrow required at that location and not specifically accounted for in the Plan will be paid for at \$20 per cubic yard (CV).

If the Plan calls for payment of Aggregate Base and/or other Grading items for a pedestrian facility, then payment will only be made for the locations specifically provided for in the Plan. All salvaging and reinstalling of signs as a result of concrete walk construction shall be incidental unless specifically provided for in the Plan.

# S-38 (2531) CONCRETE CURB AND GUTTER

**REVISED 03/12/14** 

SP2014-164

This work shall consist of constructing Concrete Curb and Gutter and the necessary Aggregate Base in accordance with the provisions of MnDOT 2531, other Contract provisions, and the following:

#### S-38.1 CONSTRUCTION REQUIREMENTS

Concrete Curb and Gutter - The curb and gutter shall be constructed to meet the details in the Plan. The transition from the existing curb and gutter section to the new curb and gutter section should occur within 5-10 feet of the point where the curb and gutter construction begins. The gutter inslope shall be constructed as detailed in the Plans. The gutter inslope transitions shall occur outside of the zero height curb area. The proposed gutter width shall be modified as necessary so as not to protrude into the adjacent travel lane with approval from the Engineer.

At all locations where new curb and gutter meets existing curb and gutter, place saw cut to leave a minimum 3 feet of in place curb and gutter between an existing joint and the proposed saw cut. If the 3 foot minimum cannot be maintained, place the saw cut over the existing joint. At this saw cut location the Contractor shall drill and grout 2 No. 4 x 12 inch long reinforcement bars (Epoxy coated). Reinforcement bars shall be placed a minimum of 3 inches from face and back of gutter section. When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of \$ 10.00 per bar furnished and installed.

The Contractor must form, at a minimum, the top 1.5 inches of the gutter face. The Contractor shall not use the existing roadway edge as a form for the top 1.5 inches of the gutter face unless approved by the Engineer.

If the gutter flow line in front of the proposed curb ramps exceeds 2.0% slope, the flow line should be adjusted to allow a flatter slope in front of the curb ramps, but still provide positive drainage. The bituminous patch in front of the truncated domes must not exceed 5% measured perpendicular to the flow line. In no case shall a newly constructed curb and gutter flow line exceed 8% unless the roadway profile exceeds 8%.

The Contractor shall not alter any existing drainage patterns unless called for in the plans or approved by the Engineer.

The Contractor shall construct a contraction joint through the curb and gutter section at the bottom of the curb height transitions where the curb height equals zero inches. If any curb and gutter joints fall within the PAR, they shall meet MnDOT 2521.3C.

When constructing directional curb where truncated domes are placed perpendicular to the path of travel, the concrete between the grade break/edge of truncated domes and the gutter toe shall be constructed integral.

#### S-38.2 **METHOD OF MEASUREMENT**

Measurement of Concrete Curb and Gutter will be by the linear foot measured at the face of the

#### S-38.3 **BASIS OF PAYMENT**

Payment will be made under Item 2531.603 (Concrete Curb and Gutter) at the Contract bid price per linear foot, which shall be compensation in full for all costs of furnishing and installing the required material including Aggregate Base.

# S-39 (2531) CONCRETE CURB DESIGN V

#### SP2014-165

curb.

This work shall consist of constructing Concrete Curb Design V of varying heights up to 8 inches as detailed in the Plan and in accordance with the provisions of MnDOT 2531, other Contract provisions, and the following:

#### S-39.1 CONSTRUCTION REQUIREMENTS

The Concrete Curb Design V shall be constructed as detailed in the Plan. Concrete Curb Design V may be constructed independent of or integral to the adjacent sidewalk. The bottom elevation of the Concrete Curb Design V shall match the bottom elevation of the adjacent sidewalk slab. When the Concrete Curb Design V is constructed independent of the sidewalk, the portion of the Concrete Curb Design V that will have new concrete walk placed against it shall be clean so as to maximize bonding between the walk and Concrete Curb Design V. The joint locations in the curb shall align with the joint locations in the adjacent concrete walk.

The locations requiring the use of Concrete Curb Design V will solely be determined in the Plans or in the field by the Engineer. Any Concrete Curb Design V that is constructed without pre approval of the Engineer will be considered unauthorized work for which no compensation will be made and may be removed at the Engineer's discretion. The height and length of the Concrete Curb Design V to be constructed shall be recommended by the Contractor and approved by the Engineer before the Concrete Curb Design V is constructed.

#### S-39.2 **METHOD OF MEASUREMENT**

Measurement will be by the linear foot of Concrete Curb Design V constructed measured at the face of curb. Curb height shall be measured from the top of the adjacent concrete walk to the top of the curb.

### S-39.3 **BASIS OF PAYMENT**

Payment will be made under Item 2531.603 (Concrete Curb Design V) at the Contract bid price per linear foot, which shall be compensation in full for all costs of performing the work as specified. All concrete approach noses will be paid as 2 feet of Concrete Curb Design V and 2 feet of roadway curb and gutter design adjacent to the approach nose. Any additional Concrete Curb Design V beyond the quantity provided in the Plan, will be paid for at \$20 per linear foot. Lengths of Concrete Curb Design V that never reach 3 inch height will be paid for as Concrete Walk.

### S-40 (2531) CONCRETE MEDIAN NOSE SPECIAL

- S-40.1 This work shall consist of constructing concrete median noses in accordance with the provisions of MnDOT 2531, the Details shown in the Plans, and the following:
- S-40.2 The Contractor shall construct Concrete Median Nose Special in accordance with MnDOT standard plate no. 7113A.
- S-40.3 Measurement will be made by the number of concrete median noses constructed as specified. Payment will be made under Item 2531.602 (Concrete Median Nose Special) at the Contract bid price per each, which shall be payment in full for all costs involved.

### S-41 (2531) TRUNCATED DOMES

**REVISED 03/12/14** 

SP2014-167

This work consists of furnishing and installing Truncated Dome Systems (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines (PROWAG). This work shall be performed in accordance with the applicable MnDOT Standard Specifications, these Special Provisions, the details in the Plan, and the following:

#### S-41.1 CONSTRUCTION REQUIREMENTS

The Contractor shall select a truncated dome product from the approved products list at http://www.dot.state.mn.us/products/miscmaterials/truncateddomes.html. The truncated domes shall be placed in concrete and shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. No cutting of truncated domes will be allowed unless approved by the Engineer. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. To ensure that the truncated domes are well seated in concrete, the Contractor should provide a 3 inch minimum border around the edges of the truncated domes.

The Contractor will be allowed to interchange 9 foot 5 inch and 10 foot radial truncated domes when either is called for in the Plan. If the Contractor does make a substitution, the Contractor will be required to modify the curb line radius to match the truncated domes and meet the detectable edge requirements shown on Standard Plan Sheet No. 5-297.250 (Sheet 4 of 5). The Contractor will be allowed to adjust plan locations of zero inch height curb up to 6 inches laterally to make field fit adjustments for radial truncated domes placement.

S-41.2 All truncated domes shall be constructed of cast iron.

#### S-41.3 **METHOD OF MEASUREMENT**

Square or rectangular truncated dome area will be measured by the square foot. Radial Truncated domes will be measured along the long cord and multiplied by 2 feet to compute S.F.

#### S-41.4 **BASIS OF PAYMENT**

Payment will be made under Item 2531.618 (Truncated Domes) at the Contract bid price per square foot, which shall be compensation in full for furnishing and installation of truncated domes. If additional radial domes are required and not called for in the plans they will be paid for at 4 square feet per each additional plate.

# S-42 SP2014-206 (2563) TEMPORARY PEDESTRIAN ACCESS CONTROL

This work shall consist of providing Temporary Access Control Plan. This plan shall consist of identifying a Temporary Pedestrian Accessible Route (TPAR) and features needed to assist pedestrian, bicyclists and non-motorized vehicles safe movement within and around the construction zone. This work shall be done in accordance with Contract provisions and the following:

S-42.1 The Contractor shall develop and provide for a continuous Temporary Pedestrian Accessible Route (TPAR) for this Project. The TPAR shall clearly address all non-motorized users in the construction zone. The Contractor shall submit this plan to the Engineer for acceptance at the pre-construction meeting.

#### S-42.2 PEDESTRIAN ACCESS

- (A) The TPAR must have a minimum width of 48 inches (4 feet) and guide pedestrians through and/or around the Project by using devices such as signage, barricades, and temporary curb ramps or blended transitions. The Contractor may provide an alternate route that is accessible and within block(s) offset (*Leave blank for the project engineer to choose the allowable distance offset for the detour*) of the closed construction area. To the maximum extent feasible, the TPAR shall be provided on the same side of the street as the disrupted route. Where the TPAR is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device. All TPARs must have a smooth, level, slip-resistant surface and shall meet the applicable requirements of the Public Right-of-Way Accessibility Guidelines (PROWAG).
- (B) The Contractor shall schedule and coordinate the replacement of the pedestrian access to accommodate the needs of the business and residences. Existing sidewalks shall be left in-place until such time that it is required to remove them to accommodate new construction. Pedestrian access may be provided to businesses and homes through the use of any public access from adjacent parking lots and side streets. Front door access must be provided to buildings without alternate public entrances. Where disrupted by construction, the Contractor must provide a continuous TPAR for all areas disrupted construction throughout all phases of construction.
- (C) For technical provisions on TPAR, the Contractor is directed to the Guidelines for Accessible Public Rights-of-Way at: http://www.access-board.gov/prowac/draft.htm and Chapter 6D of the MN MUTCD. The pedestrian accessibility checklist is on page 6D-5 and 6D-6 of the MN MUTCD. The Contractor shall complete MN MUTCD Fig. 6D-1, "Pedestrian Accessibility Considerations in Temporary Traffic Control Zones Check List". A copy shall be provided to the Engineer at the preconstruction meeting.
- (D) The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate a change in pedestrian access.
- S-42.3 Traffic control devices must allow for an accessible route through the Project. TPAR pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures. The base of any traffic control devices shall be a continuous raised barrier of no more than 6 inches in height and must allow for drainage. The purpose of this barrier is to provide a continuous way finding device for the visually impaired, therefore the barrier shall not have any points that might catch a person who is using a cane for a guide. The Devices shall provide a continuous surface or upper rail at a minimum 3 feet above the ground or walkway surface. Support members shall not protrude into the path. Whenever possible the TPAR shall only utilize in-place street crossings. TPAR must be regularly inspected and updated depending on Project staging.
- S-42.4 No pedestrian curb ramp or blended transition work shall occur concurrently at adjacent intersections.
- S-42.5 The Contractor shall be responsible for maintaining the TPAR within this Project. The Contractor shall furnish the name, addresses, and phone number of at least one individual responsible for the placement and maintenance of TPAR. This individual shall be "on call" 24 hours per day, seven days per week during the times any devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the pre-construction meeting.

The Contractor shall be expected to answer calls immediately and begin corrective measures needed within one hour. If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to a monetary deduction at the rate of \$100.00 per hour when only one residence or location is affected and at the rate of \$500.000 per hour in all other cases that the Engineer determines the Contractor has not complied.

- S-42.6 Only one side of the roadway may be disrupted at a time for pedestrian curb ramp, blended transition, or sidewalk construction. Where it is not feasible to provide a same-side TPAR and pedestrians will be detoured, the alternate route must provide a similar level of accessibility to the existing route. This may include the incorporation of accessible pedestrian signals (APS), curb ramps, or other accessibility features.
- S-42.7 No measurement will be made of the various items that constitute Temporary Pedestrian Access Control, but all such work shall be construed to be included in the lump sum payment under Item 2563.601 (Temporary Pedestrian Access Control). The lump sum payment shall be compensation in full for all costs of furnishing, installing, maintaining and removing the individual devices.

# S-43 (2563) TRAFFIC CONTROL

The work will be accomplished in accordance with the provisions of 1404.

# S-44 (2573) EROSION CONTROLL SUPERVISOR

Section 2573.5H is deleted and replaced by the following:

#### H Erosion Control Supervisor

S-44.1 No measurement will be made of the various duties that the Erosion Control Supervisor performs or of the number of hours required, but all such work will be construed to be included in the single Lump Sum Payment under Item 2573.550 (Erosion Control Supervisor). Upon satisfactory completion of at least half of the anticipated Project duration time, the Engineer may authorize partial payment not exceeding 50 percent of the Contract bid price. Project duration time is estimated as the time between the actual Project start date and the Project completion date. The remaining percentage will be paid upon completion of the Project.

### S-45 (2573) STORM DRAIN INLET PROTECTION

- S-45.1 This work shall be in accordance with the provisions of 2573, Storm Water Management; the County's Storm Water Pollution Prevention Program (available at www.co.ramsey.mn.us/pw or upon request); and the following:
- S-45.2 In additions to capturing sediment, this work will also consist of providing, using, and maintaining temporary storm drain inlet protection for the management of concrete slurries generated from concrete sawing, removal and construction.
- S-45.3 This work shall be included in Item Number 2573.530, Inlet Protection, by the each.
- S-45.4 This special provision provides partial means for compliance to 1701, NPDES Permit, and supplements additional cementitious generation management operation special provisions. This work shall consist of providing, using, and maintaining temporary storm drain inlet protection for the management of concrete slurries generated from concrete planning not captured by vacuum, concrete pavement rehabilitation, and concrete sawing. This special provision describes the process of concrete surface cleaning, dust management utilization of water and slurry containment from the above listed activities from illicit discharge of cementitious material to conveyance systems of curb and gutter to storm drain inlets and compliance to the federal Clean Air Act and State Statute of 7011.0150 Fugitive Dust Emission.
- S-45.5 Any concrete slurry produced must be retained in the roadway/gutter and prevented from entering the any downstream catch basins.

### S-46 (2575) SITE RESTORATION

#### **REVISED 03/12/14**

SP2014-217

This work consists of site grading adjacent to pedestrian facilities and the establishment of a perennial vegetative cover as detailed in the Plans and in accordance with the provisions of MnDOT 2575 and 3876. Site restoration shall also include the re-establishment of turf in all areas disturbed by Contractor operations and any cleanup of eroded soil. This provision only pertains to grading, topsoil, and turf establishment operations.

This Special Provision is intended for areas where pedestrian ramps are being constructed, thus resulting in multiple site specific disturbed areas throughout the project corridor, typically in a quadrant of two intersecting roadways.

#### S-46.1 CONSTRUCTION REQUIREMENTS

(A) Site Grading – All areas adjacent to newly constructed walk and top of curb shall be graded flush with the top of walk and top of curb. All stockpiled topsoil must be replaced within the same quadrant from which it was stripped. The minimum depth of topsoil shall be 4 inches which shall be achieved using select topsoil borrow if necessary.

If not otherwise detailed in the Plan, all cut section side slopes shall be finished graded flush from the top of concrete surface at a maximum 1:6 slope up to 5 feet from the edge of walk or back of curb, or straight graded to the existing ground elevation 5 feet from the edge of the walk or back of curb. At the Engineer's sole discretion, Concrete Curb Design V may be utilized along with the above stated grading techniques to reduce excessive ground slopes and better match adjacent surface terrain within the 5 foot incidental grading area.

All sites shall be restored to as good or better condition than the pre-construction condition.

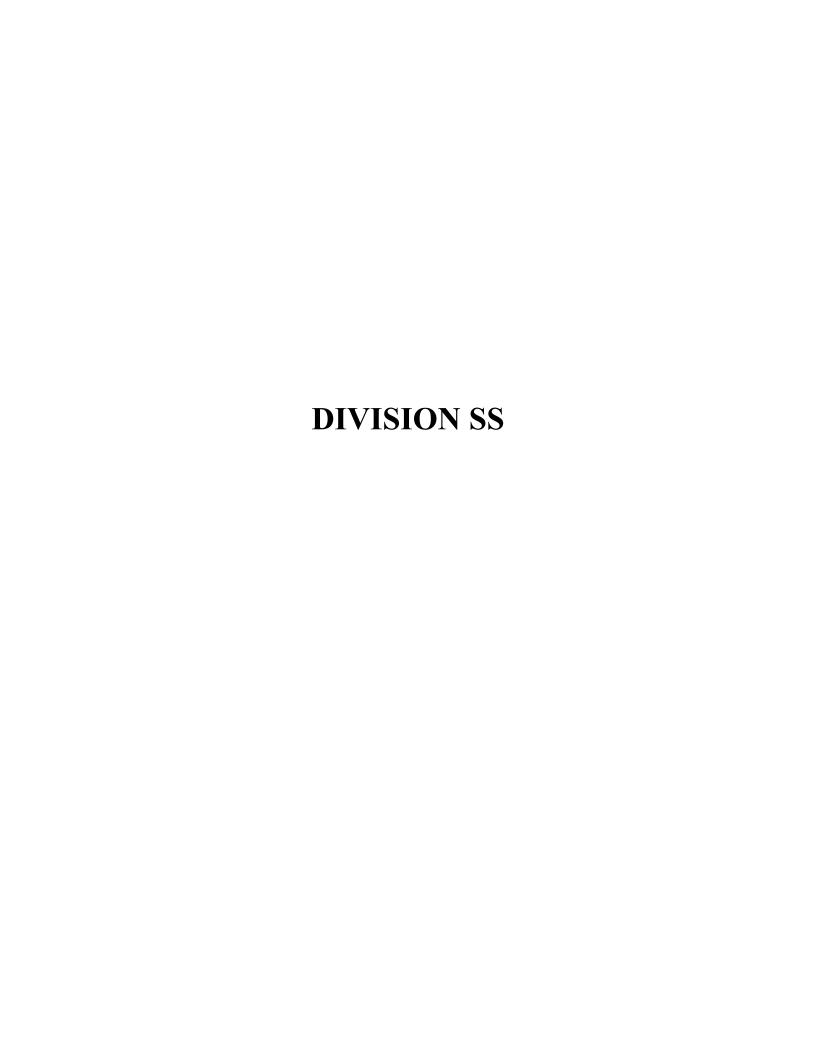
(B) Turf Establishment – All areas that are disturbed as a result of concrete walk and curb and gutter construction including but not limited to curb ramp, curb and gutter, and sidewalk/trail construction shall be seeded and stabilized in accordance with the Plans, Specifications, and Special Provisions. Each site must be stabilized in accordance with the requirements of MnDOT 1717. Seed bed preparation shall be performed in accordance with MnDOT 2574 utilizing appropriate methods, to include handwork as necessary.

#### S-46.2 **METHOD OF MEASUREMENT**

Measurement will be made by each site that is restored in accordance with the Plans, Specifications, and Special Provisions. Each site consists of the area that is disturbed as a result of the adjacent walk, trail and/or curb and gutter construction.

#### S-46.3 **BASIS OF PAYMENT**

Payment will be made under Item 2575.602 (Site Restoration) at the Contract bid price per EACH, which shall be compensation in full for all work described in this Special Provision. Any topsoil borrow that is required and not accounted for in the Plan shall be screened and pulverized Select Topsoil Borrow paid at \$40/CY (LV).



### INDEX TO DIVISION SS

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SS-2	(2554)	Accessible Pedestrian Signal System	4-SS

I hereby certify that the Special Provisions for signal construction (Sections SS-1, 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.

Erin Laberee, PE

Lic. No. 43464 Date: 3/3/15

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#### **DIVISION SS**

# SS-1 (1802) QUALIFICATION OF WORKERS

The provisions of Mn/DOT Specification 1802 are hereby supplemented with the following:

Signal and Lighting Certification will be required for all Contractors, Supervisors or Foremen involved in the field installation of the Traffic Signal and/or Lighting portion of this Project. Signal and Lighting Certification, Level II, is available through the Mn/DOT Technical Certification Program. Questions regarding certification or past certification may be directed to the Technical Certification Specialist at telephone (651) 366-4201.

Certified Contractor personnel shall be on the Project work site at all times to perform or directly supervise the installation of a Traffic Signal System.

# SS-2 (2565) ACCESSIBLE PEDESTRIAN SIGNAL SYSTEM

This work shall consist of furnishing and installing materials and electrical equipment, all to provide two (2) complete operating audio accessible pedestrian signal system with 16 APS Pedestrian Push Buttons on White Bear Avenue at the following intersections; 11th Avenue/Gervais Avenue and County Road C.

The Department will supply two (2) Campbell AAPS systems including controllers and 16 pedestrian push buttons.

The intersections are located in the City of Maplewood, MN, Ramsey County. The work shall be in accordance with the applicable provisions of Mn/DOT 2565; the current edition of the National Electrical Code and with the Plans.

#### SS-7.1 GENERAL

- The Contractor shall ensure that the existing traffic control signal systems at White Bear Avenue at 11<sup>th</sup> Avenue and White Bear Avenue at County Road C are kept in operation (including loop detectors) at all times in accordance with provisions of Mn/DOT 2565.3B. The Contractor shall not turn-off the traffic control signal systems without the specific approval of, and only in the presence of, the Engineer. The Contractor shall notify the Engineer at least 48 hours in advance of scheduled turn-offs and before performing work on the existing traffic control signal systems.
- Non-metallic (plastic) caps shall not be used to plug unused openings in signal bracket pipefitting, and non-polycarbonate signal indication housings and pedestal slip fitter collars. Aluminum caps are acceptable.
- The Contractor shall remove any excess material inside the existing handholes that are to be reused, to the bottom of the handhole.
- 4 Location of signal components are shown in the Plans in their approximate location and will be determined in the field by the Engineer prior to installation.
- 5 Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, except the first paragraph is hereby deleted and the following substituted therefore:

The locations of any existing underground utilities shown on the Plans are approximate only. It shall be the Contractor's own responsibility, prior to commencing work, to secure information and determine the exact location of any buried utility facilities as may exist, and to conduct operations in the vicinity of any such facilities in a manner

that precludes damage thereto. The Contractor agrees to be fully responsible for any and all damages that might be occasioned by failure to exactly locate any preserve any and all underground utilities.

6 Excavations, backfilling, removals and disposition thereof, and surface restoration, shall be paid for per item as indicated in the plan.

#### SS-7.2 MATERIALS

#### A. Conduit

The Contractor shall furnish and install either rigid steel conduit (R.S.C.) or non-metallic rigid conduit (N.M.C) at the locations indicated in the Plans. The size of the conduit shall be as indicated in the Detail Sheet. All conduit shall be in accordance with the following:

### 1. Rigid Steel Conduit (R.S.C.):

Shall be in accordance with Mn/DOT 3801.

# 2. Rigid - Metallic Conduit (NMC) and Continuous Length Conduit (HDPE):

Shall be in accordance with Mn/DOT 3803, except as follows:

- a. Shall be Schedule 80 conduit and fittings for all installations.
- b. Shall be capable of being installed by plowing, trenching, or directional boring methods.
- c. Shall be either "GREY" or "RED" in color.
- d. Shall be marked on the outside of conduit indicating manufacturer's name, size of conduit, UL Listing, and any other markings required by the N.E.C.
- e. Before the cables and conductors are installed, non-metallic conduit bell ends shall be installed to prevent damage to the cables and conductors.

#### **B.** Electrical Cables and Conductors

All electrical cables and conductors shall be in accordance with the provisions of Mn/DOT 3815 or as specified herein, except that the following cables are not required to be Underwriters Laboratory (UL) listed.

12/C#14
7/C#14
5/C#14
3/C#14
2/C#14 (Loop Detector Lead-in Cable)
3/C#20 (EVP Cable- Blue, Yellow, Orange and Bare only)

# C. Reduced Diameter Signal Control Cable

Cables from wire nut splices in mast arm pole transformer bases and pedestal bases to the terminal blocks in vehicle signal faces, pedestrian signal faces, flashing beacons, and emergency vehicle preemption (EVP) indicator lights shall be a reduced diameter control cable, 14 AWG, 600 volt, multiple XLPE insulated conductors in accordance the applicable provisions of Mn/DOT 3815 and the following:

**Conductor:** Class B (seven stranded) soft-drawn bare or tinned copper per ASTM B3, ASTM B8, or ASTM B33.

**Insulation:** Reduce thickness cross-linked (XLPE) that meets ICEA S-73-532 (NEMA WC 57) and UL 44 acceptable for 90°C wet and dry locations.

**Circuit Identification:** Conductors are color coded per ICEA S-73-532 (NEMA WC 57) Appendix E, Method 1, and Table E2, except that a white conductor shall be inserted as Conductor No. 2 as follows:

Conductor No. 1 Black
Conductor No. 2 White
Conductor No. 3 Red
Conductor No. 4 Blue
Conductor No. 5 Orange
Conductor No. 6 Yellow
Conductor No. 7 Brown

**Assembly:** Individual conductors are cabled with non-hyposcopic fillers where necessary to form a round compact core and wrapped with a binder of polyester tape.

**Jacket:** Reduced wall thickness, sunlight resistant, flame retardant, and cross-linked polyolefin (XLPO) jacket that meets UL 1277. Maximum outside cable diameter shall be as follows:

2/c #14 – 7.9 mm (0.310 in.) 4/c #14 – 9.1 mm (0.360 in.) 5/c #14 - 10.0 mm (0.395 in.) 7/c #14 – 10.9 mm (0.430 in)

**Surface Marking:** The jacket surface shall be ink printed or indented. The jacket shall have the following information:

Maximum Rated Voltage

Type of Cable

Size and Number of Conductors

UL Label

Manufacturer's Name

#### **D** Pole Base Connectors

Terminal blocks in pole bases shall not be used. Traffic signal pole base, light standard base, etc. shall have all conductors field connected in the base using wire nut connectors or approved Equal.

# **E** Accessible Pedestrian Signal Systems

The Contractor shall install and make operational Department furnished "Accessible Pedestrian Signals (APS)" for the Signal Systems located on White Bear Avenue at the following intersections; 11<sup>th</sup> Avenue/Gervais Avenue and County Road C.

Each "Accessible Pedestrian Push Button Units" component shall be installed at a minimum height of 3 feet 6 inches above the adjacent ground line and shall be set normal and adjacent to the crosswalk that it serves.

The Contractor shall furnish and install new 9x15 R10-3e signs with Braille with correct arrows as shown in the details.

# SS-7.3 CONSTRUCTION REQUIREMENTS

#### A Conduit

Conduit shall be installed in accordance with Mn/DOT 2565.3D, except as follows:

Rigid Non-Metallic Conduit Joints:

The Contractor shall install appropriate sized long line couplings when installed under existing roadway surfaces.

The applied PVC joint cement shall be allowed to set-up for six (6) hours before pulling the conduit through a directional bored channel.

#### **B** Anti-Seize Lubricant

Threaded portions of all anchor rods above concrete foundations shall be coated with a quality antiseize lubricant before installation of the mast arm pole standards, the pedestal pole standards, the traffic signal cabinets, the signal service cabinets and APS mounting hardware and sign mounting hardware on the anchor rods.

The Contractor shall apply, before installation, a quality anti-seize lubricant to all threads of the signal bracketing and pipe fittings to the satisfaction of the Engineer.

# C Wiring

Installation of electrical cables and conductors and all electrical wiring shall be in accordance with the applicable provisions of Mn/DOT 2565.3J, and as follows:

The Contractor shall pull cables and conductors through non-metallic conduit (NMC) with a pull rope, in such a manner, as to not split or otherwise damage the NMC conduit due to "pull rope abrasion". If the Contractor damages the NMC conduit the Contractor shall replace the damaged portion of the NMC conduit to the satisfaction of the Engineer.

Mn/DOT 2565.3J1 shall be modified by deleting the seventh paragraph and substituting:

"All electrical cables and conductors shall be run continuous, without splices, from the terminal appliances in the traffic signal cabinet to the connectors, installed in accordance with the details included in the Plans, in mast arm pole bases, pedestal bases, light pole bases, etc. NO splices shall be made in pull boxes, except loop detector lead-in wires."

Mn/DOT 2565.3J4 shall be modified by adding the following:

"All splices of conductors used for vehicle signal faces, pedestrian signal faces, pedestrian push buttons, emergency vehicle pre-emption lamps in mast arm pole bases, pedestal bases, light pole bases, etc. shall be made using connectors installed in accordance with the details included in the Plans"

Cables located in handholes, pole bases, junction boxes and those entering signal and service cabinets may be labeled using white tape with permanent marker. Individual wires terminating in the signal cabinet shall be labeled with industry standard labeling materials. All Neutrals shall be labeled denoting cable of origin. Labels comprised of tie wraps with tags will not be accepted.

New pedestrian push buttons shall be wired directly from the controller cabinet to the push button using all new 2/c#14 cable (do NOT connect push button wiring to any other cables or conductors in the signal pedestal pole base and signal transformer bases).

#### D Accessible Pedestrian Push Button Units

Accessible pedestrian push button units shall be installed at the locations as indicated on the plans. Each push button unit contains three (3) custom components; sign with Braille, push button arrow direction and a custom voice message. When installing the push button units, careful attention to must be paid so the correct button is placed in the proper location. The button must be mounted facing the pedestrian landing.

The contractor shall also follow the manufactures installation requirements.

The Contractor shall apply to the APS wire termination blocks, after wire installation, an electrical insulating coating. Mn/DOT approved Electrical Insulating Coatings are listed on the Mn/DOT Approved/Qualified Products Lists WEB site for <u>Signals</u>:

http://www.dot.state.mn.us/products/index.html

The Contractor shall apply a bead of 100% clear silicone sealant around the top of the push button station housing where the push button comes in contact with the pole shaft.

#### **E** Removals

The Contractor shall remove and dispose of all items of pedestrian buttons and 3/c#12 in accordance with the applicable provisions of Mn/DOT 2565.3U; the applicable provisions of Mn/DOT 2104.

Removal of existing Pedestrian Push Button Stations at the intersections on White Bear Avenue at 11<sup>th</sup> Avenue and County Road C shall be included as part of the pay item for "APS System" with no direct compensation being made therefore.

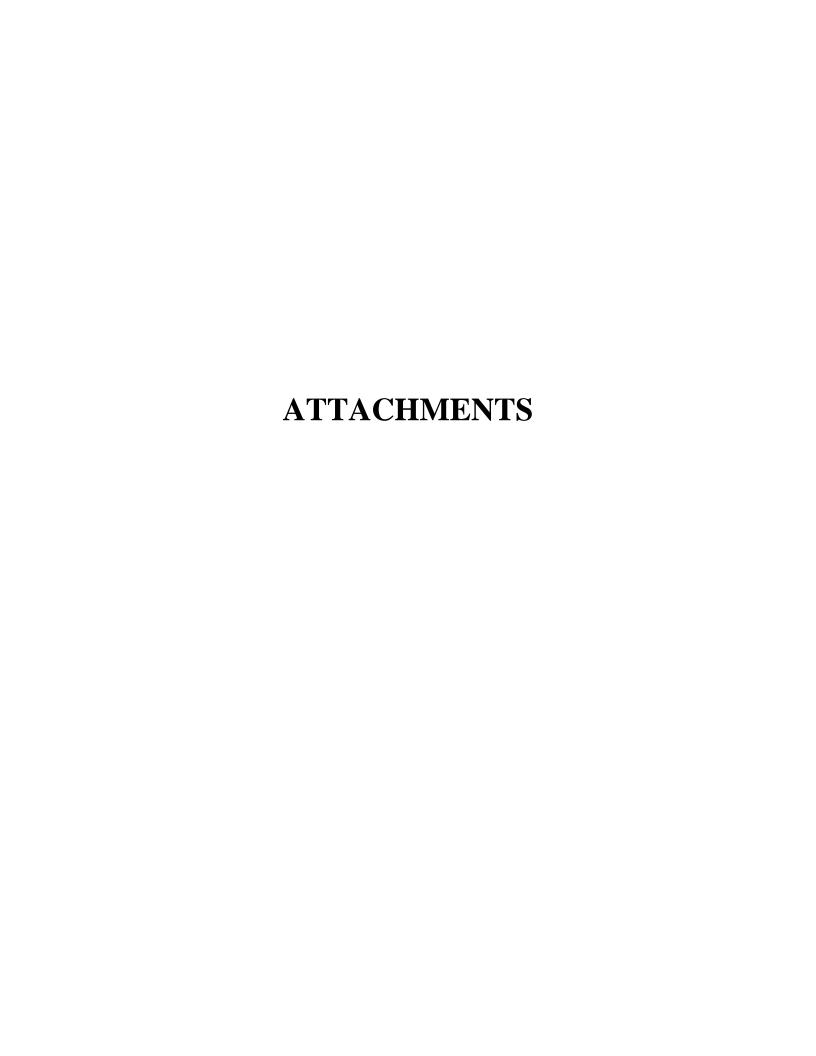
All resulting excavation shall be backfilled and the backfilling and compaction shall be like in kind to approximately the same density as the adjoining ground. Any roadway surfacing (concrete pavement, bituminous surface, or gravel surface, including underlying base courses), sidewalks, curb and gutters, sod, brick pavers, etc., removed by the construction operations shall be replaced in kind by the Contractor at his own expense.

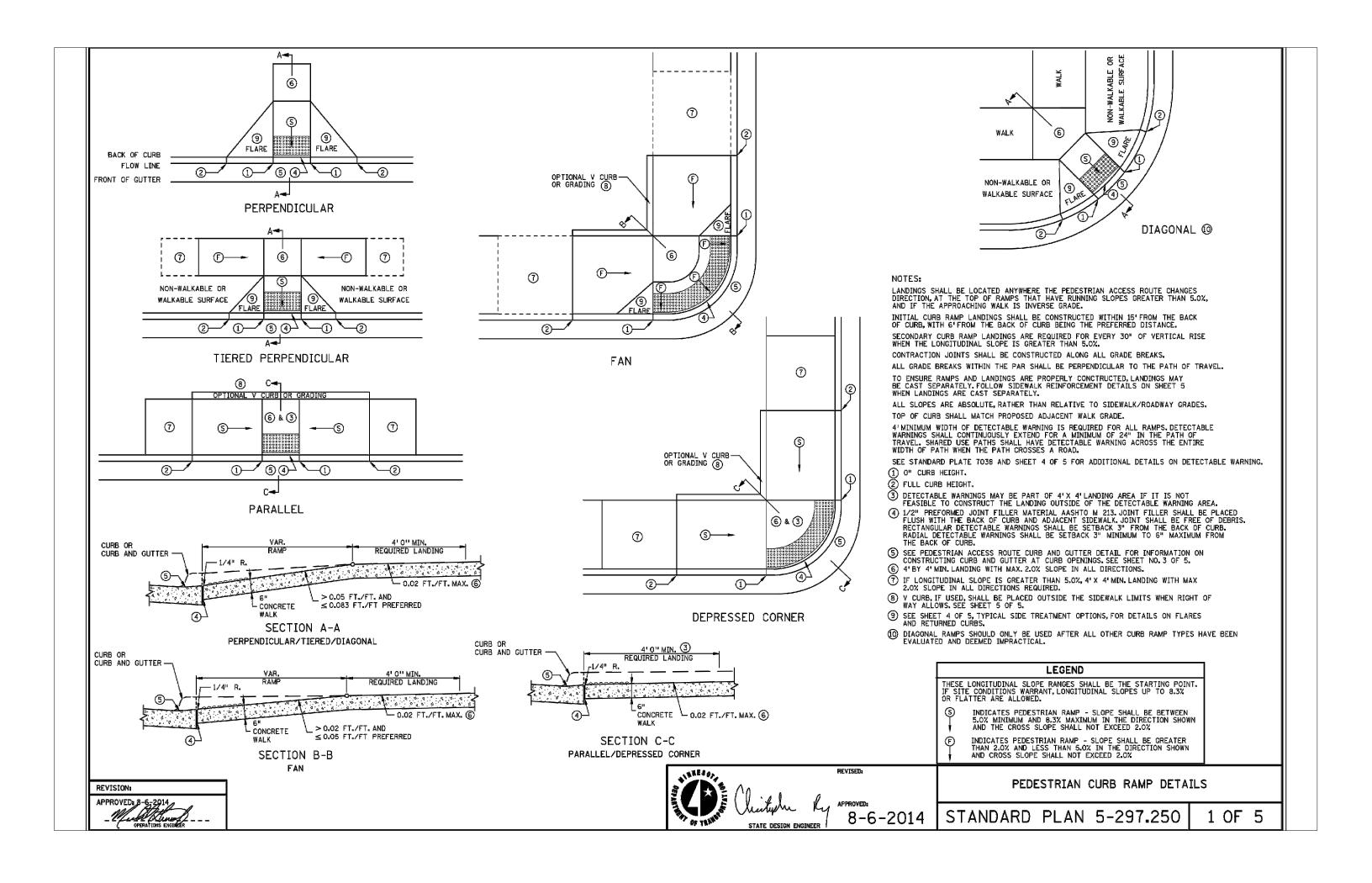
#### SS-7.4 MEASUREMENT AND PAYMENT

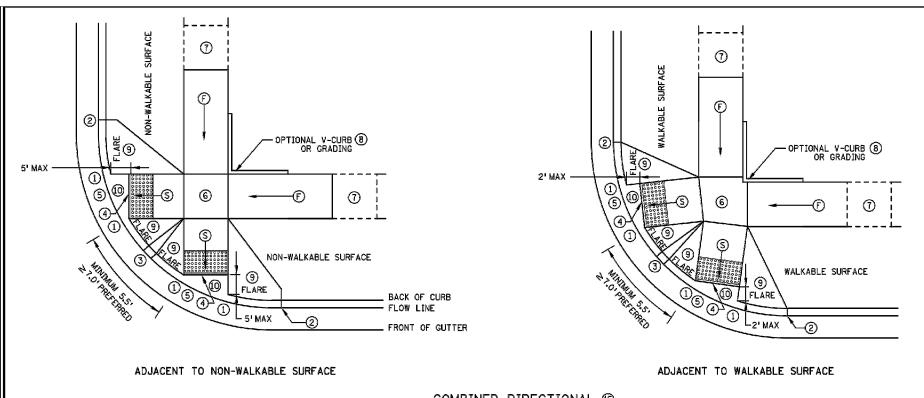
Furnishing and installing electrical equipment as specified herein; all to provide a complete operating audio pedestrian signal system and to make all field connections as directed by the Engineer to make the signal system operational on White Bear Avenue at the following intersections; 11<sup>th</sup> Avenue and County Road C, in the Cities of Maplewood, Ramsey County as contained in these Special Provisions

and in the Plans will be measured for the appropriate item.

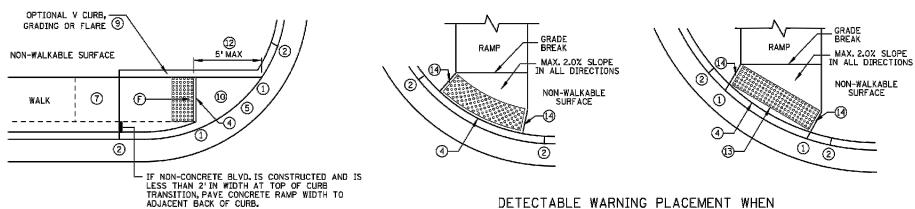
2565.612	APS SYSTEM	SYSTEM
2565.602	PEDESTRIAN PUSH BUTTON STATION	EACH



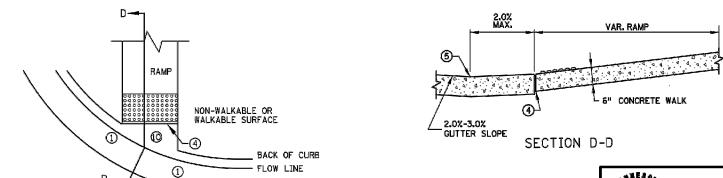




# COMBINED DIRECTIONAL (5)



DETECTABLE WARNING PLACEMENT WHEN SETBACK CRITERIA IS EXCEEDED ONE-WAY DIRECTIONAL



CURB FOR DIRECTIONAL RAMPS (1)

FRONT OF GUTTER

REVISION:

APPROVED: 8-6-2014 \_ Ufull Stines

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15'FROM THE BACK OF CURB, WITH 6'FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 5 WHEN LANDINGS ARE CAST SEPARATELY.

ALL SLOPES ARE ABSOLUTE, RATHER THAN RELATIVE TO SIDEWALK/ROADWAY GRADES.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

4'MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS.DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MINIMUM OF 24" IN THE PATH OF TRAVEL, SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

SEE STANDARD PLATE 7038 AND SHEET 4 OF 5 FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

- 1 0° CURB HEIGHT.
- 2 FULL CURB HEIGHT.
- (3) 3" MINIMUM CURB HEIGHT, 4" PREFERRED.
- 4 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK, JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MIN. TO 6" MAX. FROM THE BACK OF CURB.
- (5) SEE PEDESTRIAN ACCESS ROUTE CURB AND GUTTER DETAIL FOR INFORMATION ON CONSTRUCTING CURB AND GUTTER AT CURB OPENINGS, SEE SHEET NO. 3 OF 5.
- (6) 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.
- (7) IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X 4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.
- (8) V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.
- $\ensuremath{ \mathfrak{G}}$  SEE SHEET 4 OF 5, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- (MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE, SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.
- (11) TO BE USED FOR ALL DIRECTIONAL RAMPS.
- (2) PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.
- (3) RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.
- (4) WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF
- (5) FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2'MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5'MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB, WHETHER A SURFACE IS WALKABLE OR NOT SHALL BE DETERMINED BY THE ENGINEER

#### LEGEND

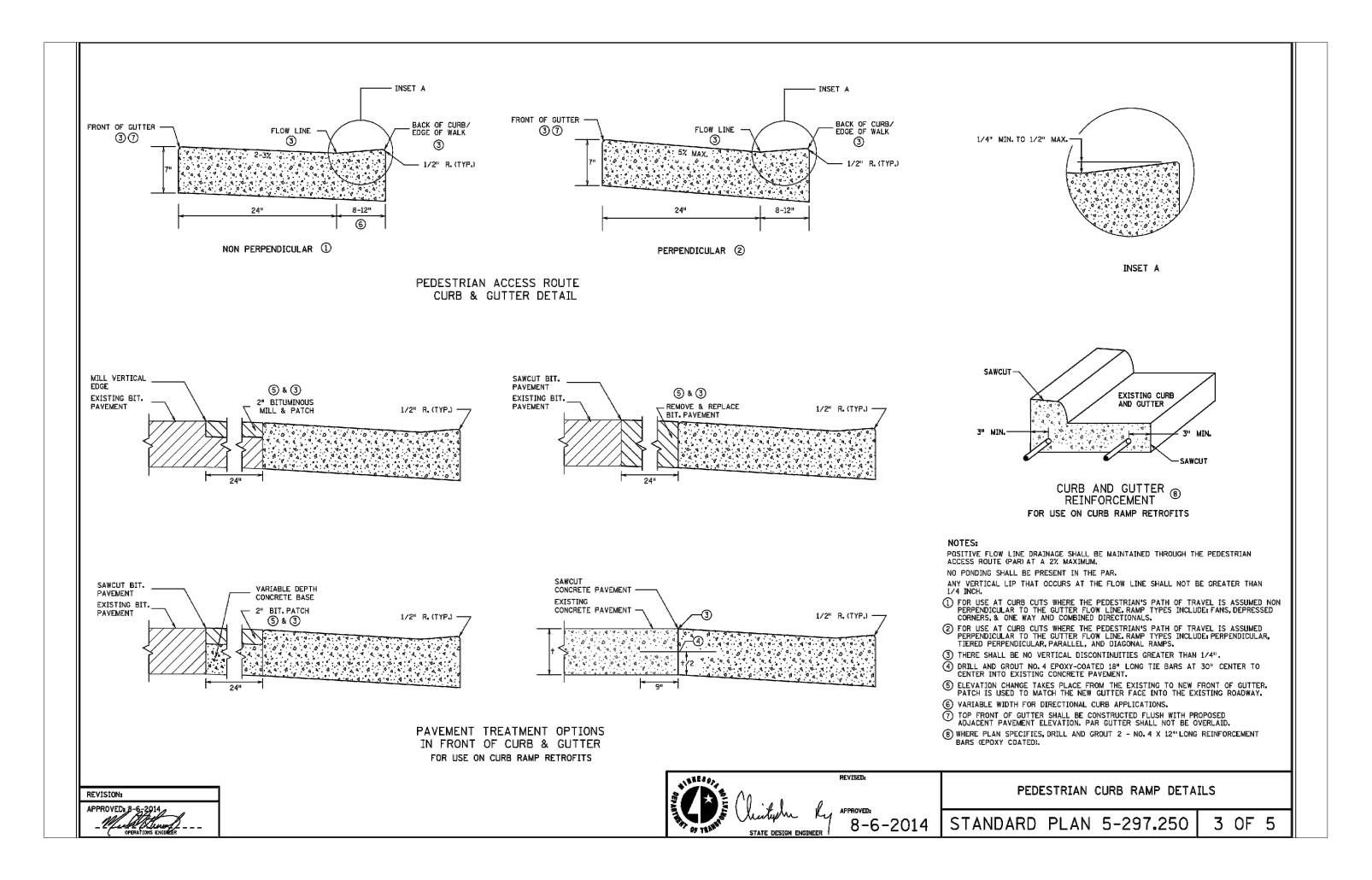
THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

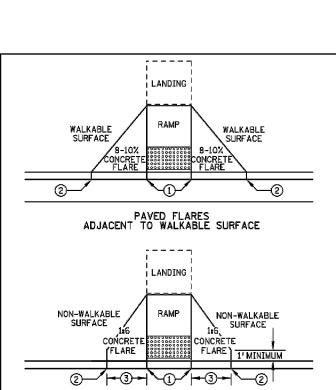
- INDICATES PEDESTRIAN RAMP SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%
- INDICATES PEDESTRIAN RAMP SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

REVISED: MESON 8-6-2014 STATE DESIGN ENGINEER

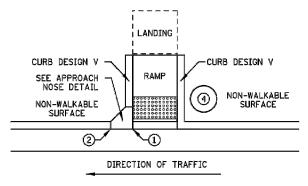
PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250

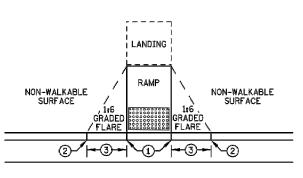




PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

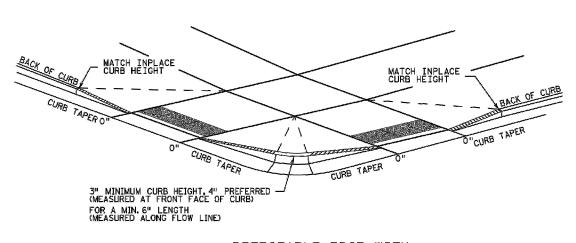


RETURNED CURB

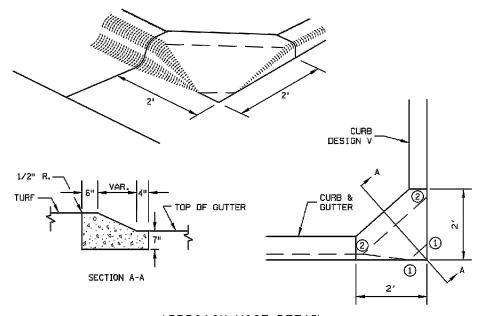


GRADED FLARES

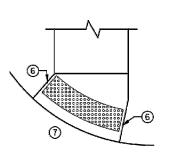
TYPICAL SIDE TREATMENT OPTIONS (5)



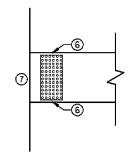
DETECTABLE EDGE WITH CURB AND GUTTER ®



APPROACH NOSE DETAIL FOR DOWNSTREAM SIDE OF TRAFFIC



RADIAL DETECTABLE WARNING



RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING. WHETHER A SURFACE IS WALKABLE OR NOT SHALL BE DETERMINED BY THE ENGINEER. CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8'LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

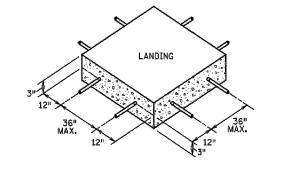
- ① O" CURB HEIGHT. ② FULL CURB HEIGHT.
- (3) 2' 3' FLARE.
- (4) IMMOVABLE OBJECT OR OBSTRUCTION.
- (\$) SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED ON ALL RAMPS AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
- (6) WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- (7) IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1'FROM THE EDGE OF ROADWAY TO PROVIDE VISUAL CONTRAST.
- (8) ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT, ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

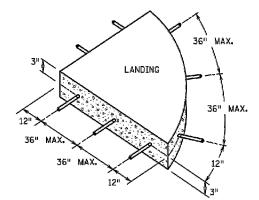
REVISION: APPROVED: 8-6-2014 REVISED: 8-6-2014

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250

4 OF 5





SIDEWALK REINFORCEMENT 5 6

4'O" MIN.

SIDEWALK

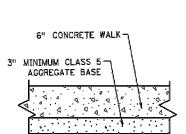
DETECTABLE 24"

WARNINGS

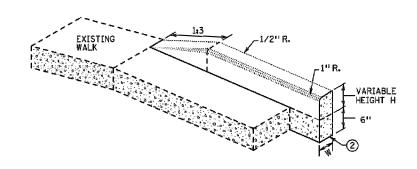
, SIDEWALK

RAILROAD CROSSING PLAN VIEW € TRACK

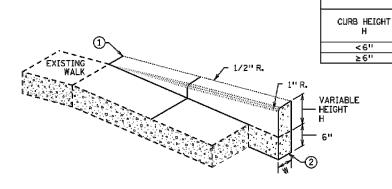
DETECTABLE .WARNINGS



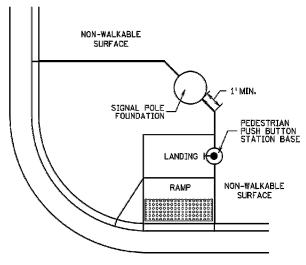
TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER



V CURB ADJACENT TO LANDSCAPE CURB WITHIN SIDEWALK LIMITS

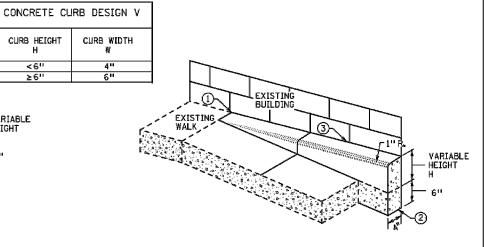


V CURB ADJACENT TO LANDSCAPE CURB OUTSIDE SIDEWALK LIMITS



CONCRETE WALK EDGES ADJACENT TO CONCRETE STRUCTURES





V CURB ADJACENT TO BUILDING OR BARRIER

#### NOTES:

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.
WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED, GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

- V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

  V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.
- ① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
- (2) ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
- BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V-CURB.
- 4 EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 15' MAXIMUM FROM THE CENTERLINE OF THE TRACK. WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 17" 19" FROM THE APPROACHING SIDE OF THE GATE ARM.
- (5) WHEN PLAN SPECIFIES, DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS AT 36" MAX. CENTER TO CENTER (EPOXY COATED).
- (6) TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET WHEN LANDINGS ARE CAST SEPARATELY.

REVISION:

APPROVED: 8-6-2014

Minus

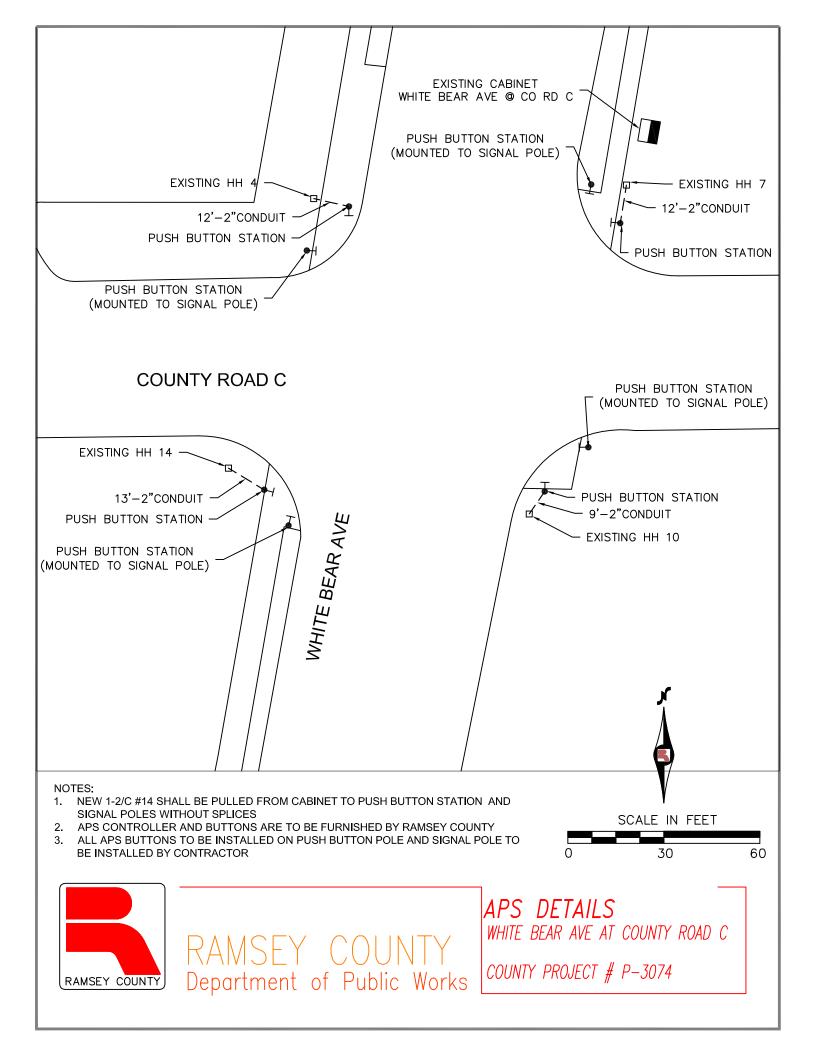
REVISEDA

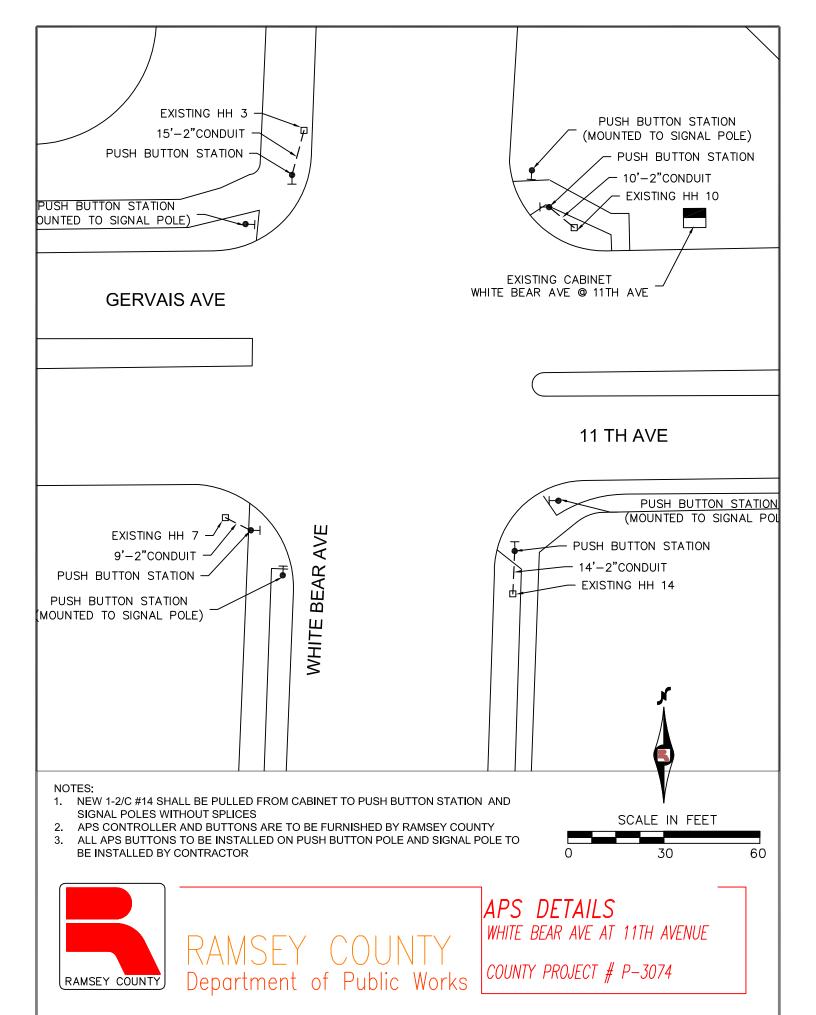
APPROVEDA

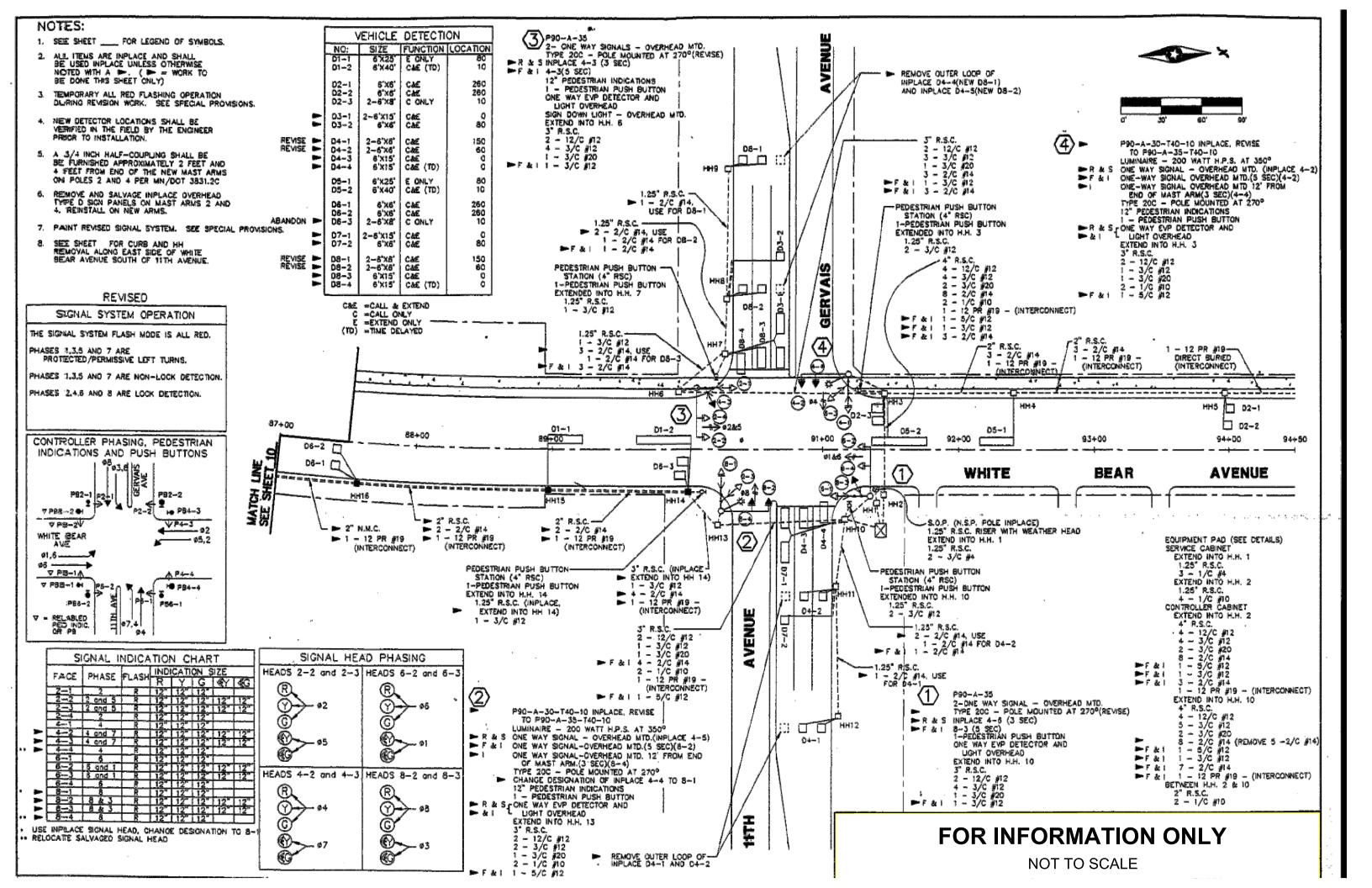
STATE DESIGN ENGINEER 8-6-2014

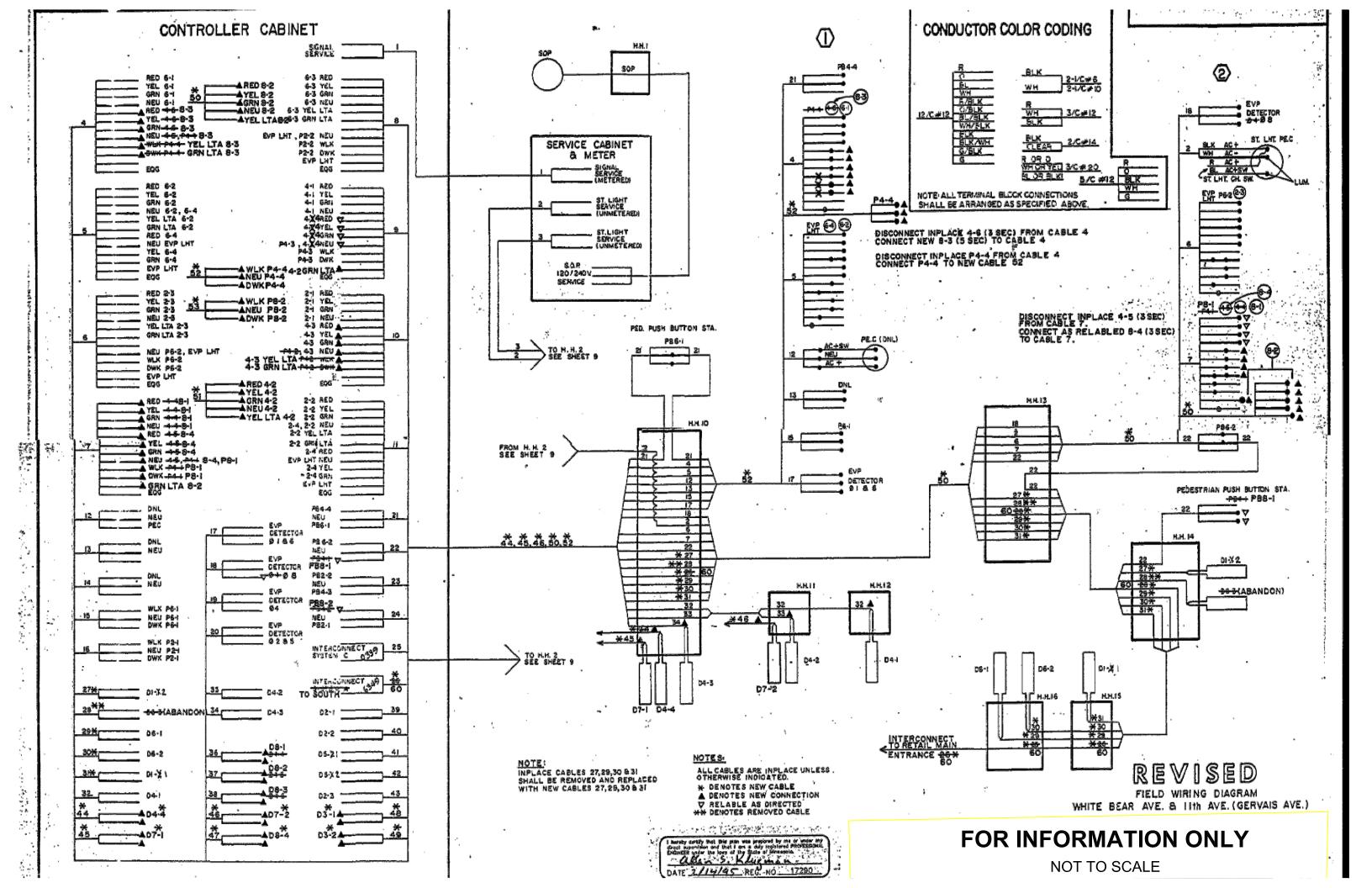
PEDESTRIAN CURB RAMP DETAILS

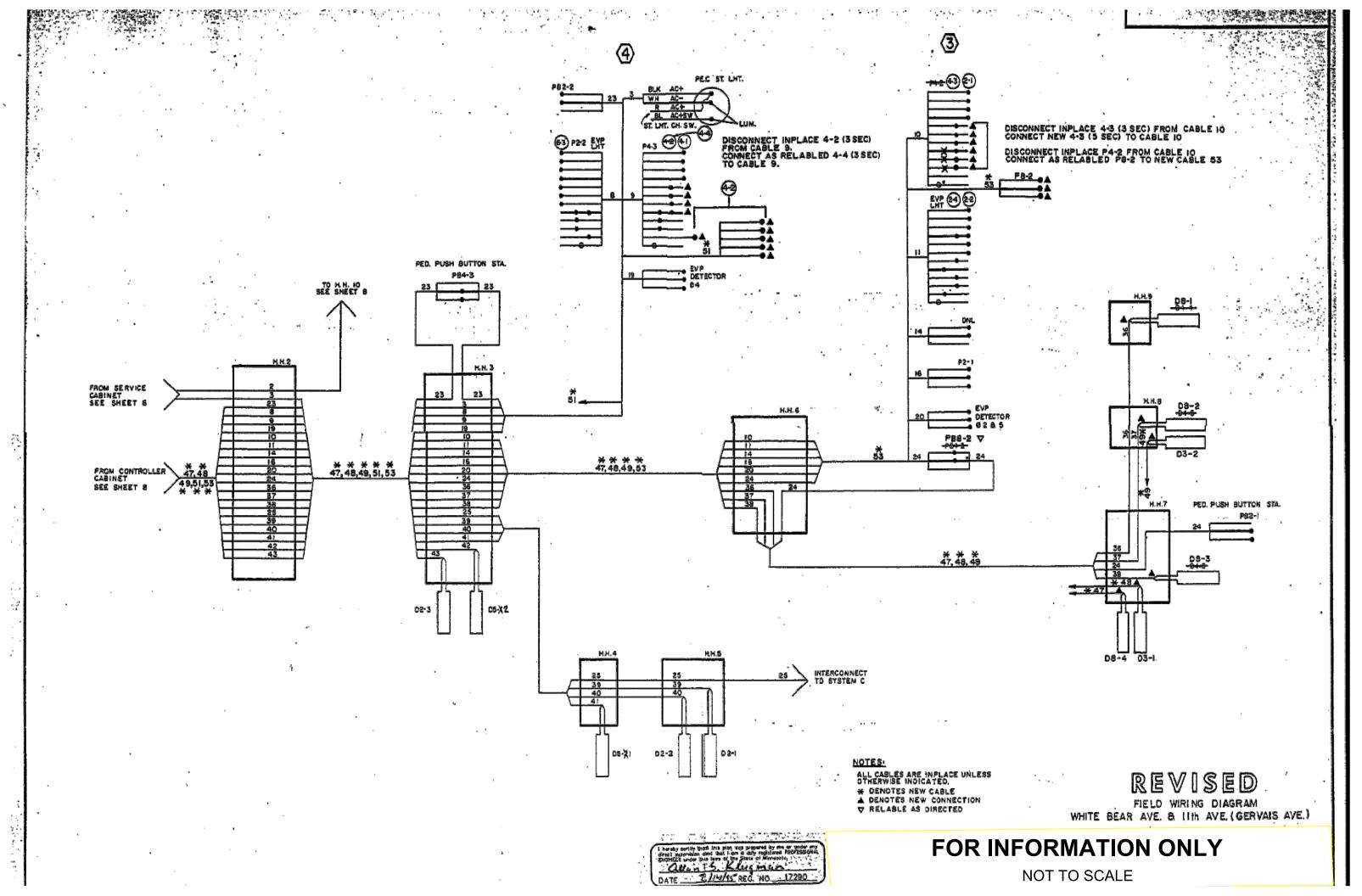
| STANDARD PLAN 5-297.250 | 5 OF 5

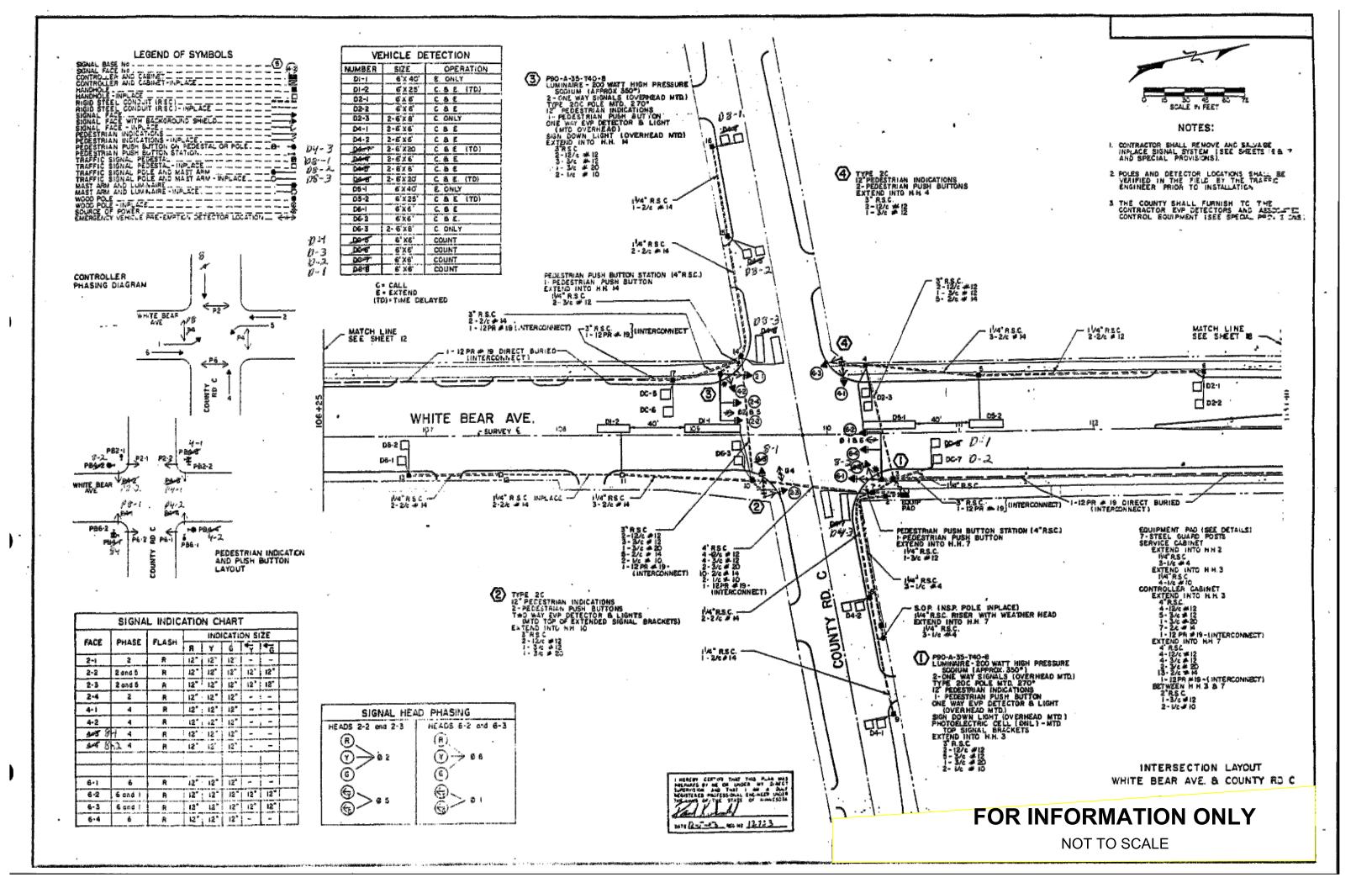


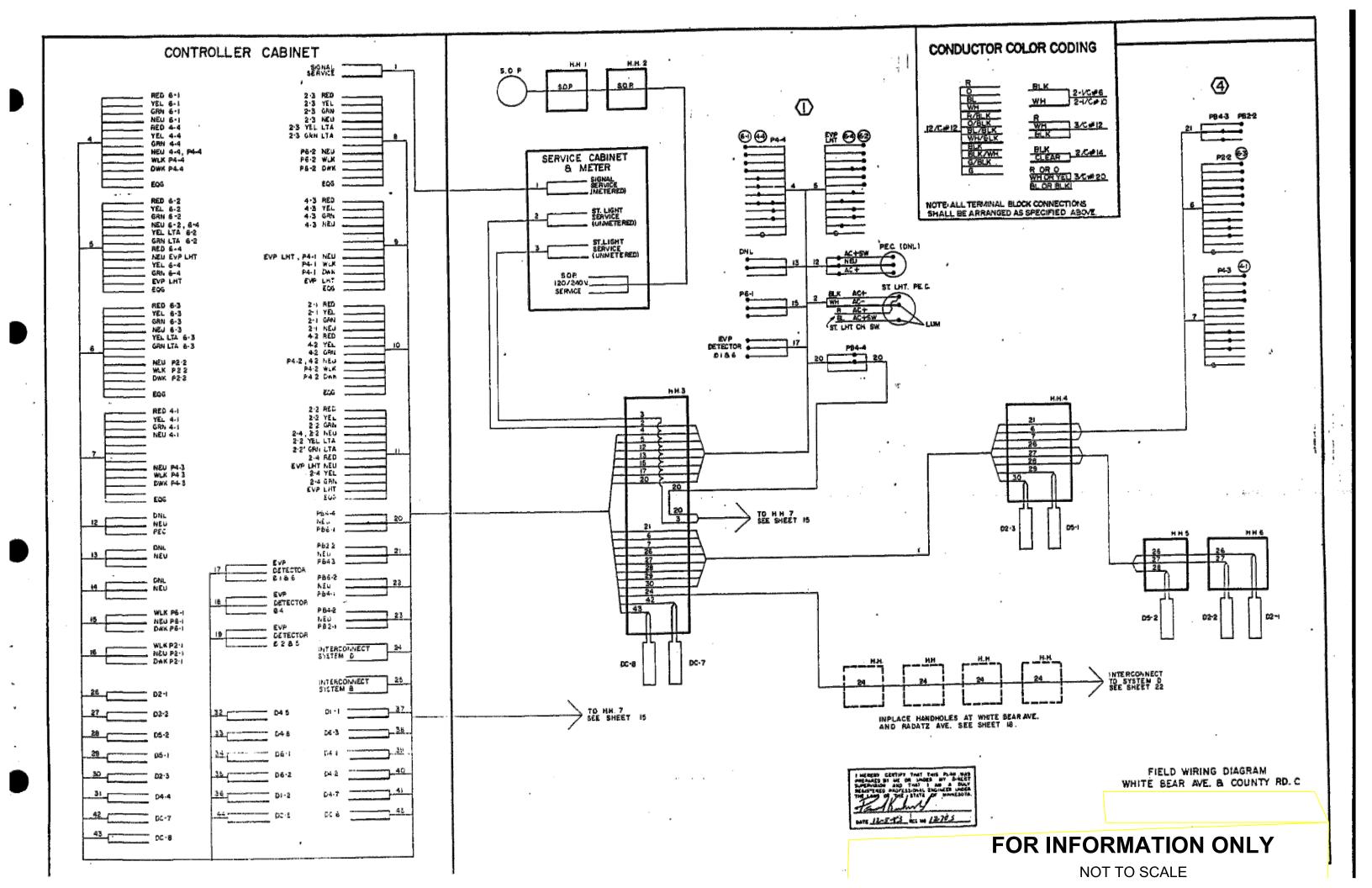


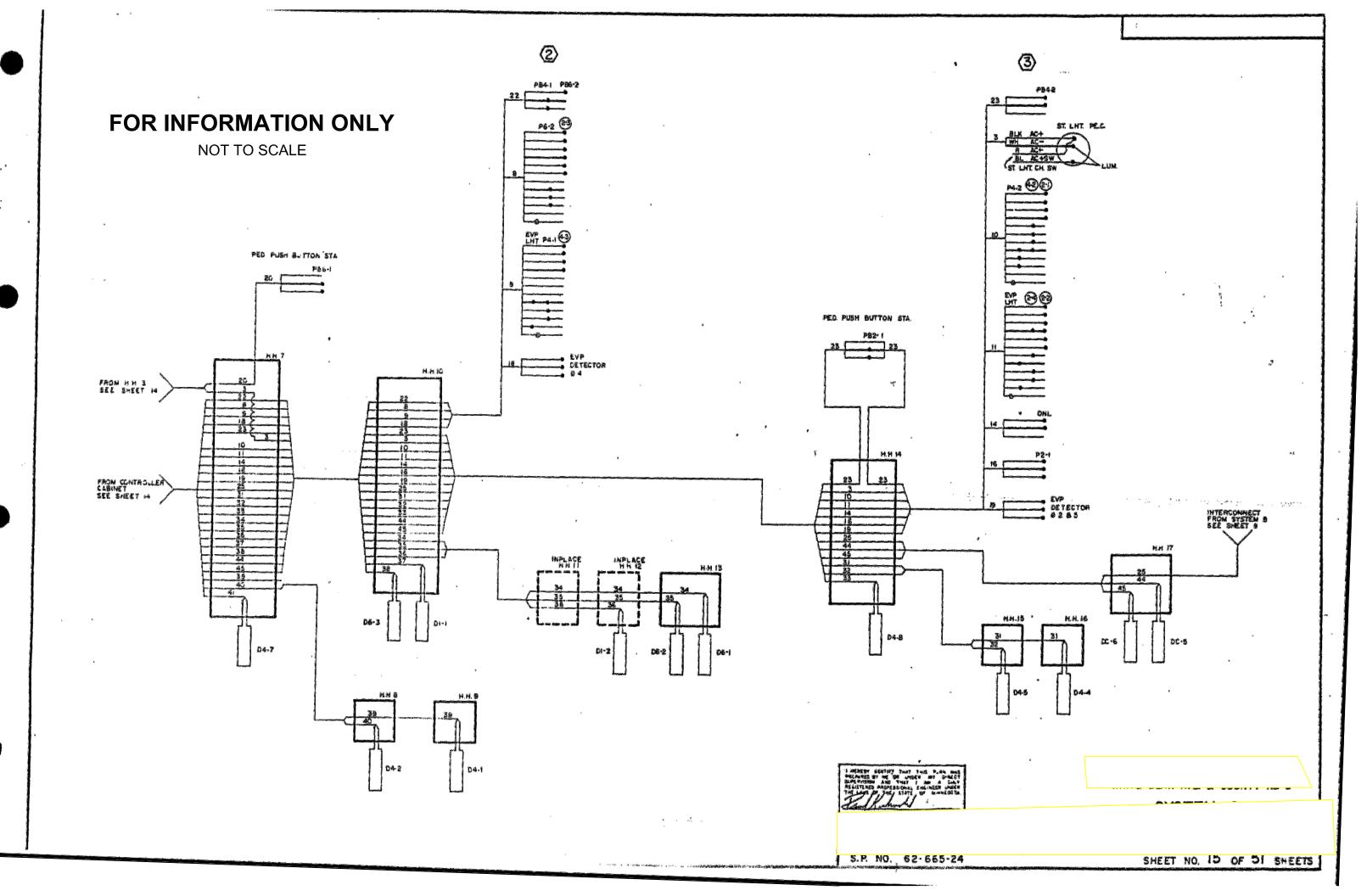


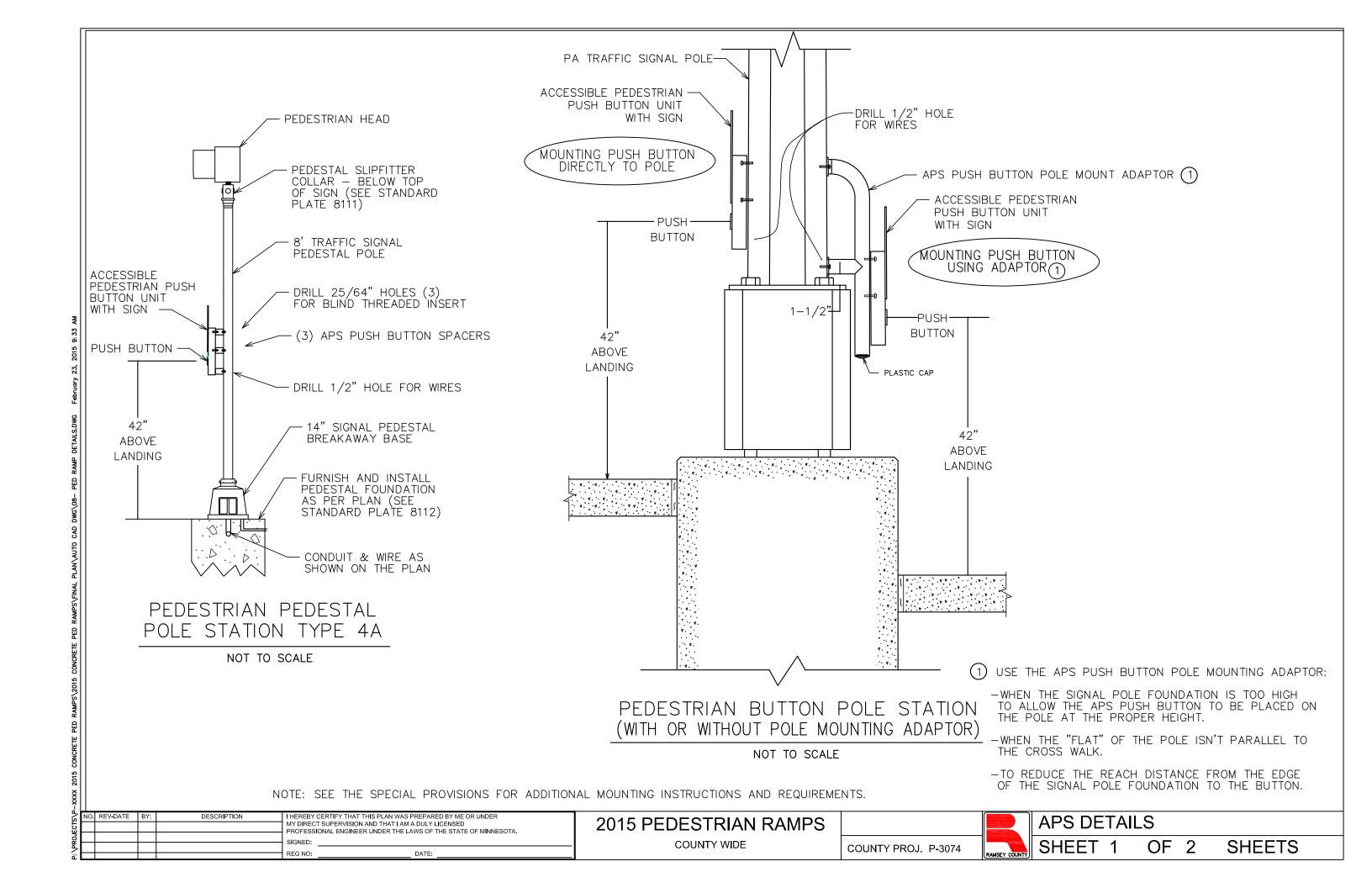


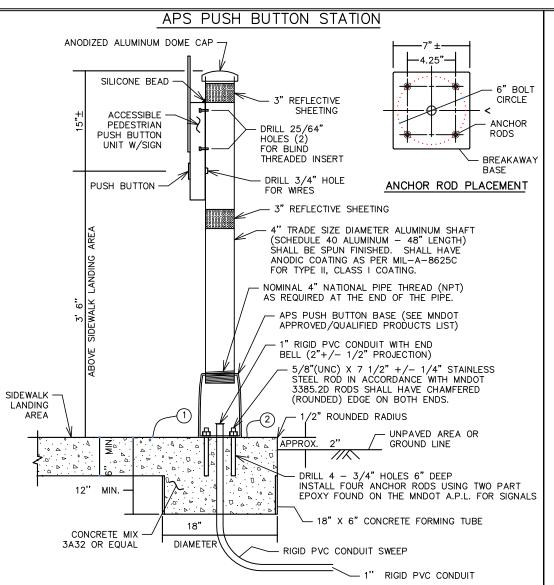












### NOTES:

- PLACEMENT AND ORIENTATION OF THE PUSH BUTTON STATION IS CRITICAL. MOUNT THE BUTTON
  SO THAT THE FACE IS PARALLEL WITH THE ASSOCIATED CROSSWALK. SCREW IN POST TO A
  TIGHTENED POSITION BEFORE MOUNTING ACCESSIBLE PEDESTRIAN PUSH BUTTON UNIT TO THE POST.
- ORIENT ACCESS OPENING ON THE BREAKAWAY PEDESTAL DIRECTLY BELOW THE APS BUTTON
- PLUMB THE PUSH BUTTON STATION WITH LEVELING SHIMS IN ACCORDANCE WITH STANDARD PLATE 8129.
- BLIND THREADED INSERTS (RIVET NUT) MUST BE INSERTED USING MANUFACTURERS SPECIFIC INSTALLATION TOOL. NO OTHER METHOD OF INSTALLATION IS ACCEPTABLE.
- BLIND THREADED INSERTS SHALL BE ZINC PLATED STEEL WITH 1/4 20 UNC THREADS. INSERT SHALL BE SUITABLE FOR USE ON A MOUNTING SURFACE WALL THICKNESS OF .337". APPROVED BLIND THREADED INSERTS CAN BE FOUND ON THE MN/DOT QUALIFIED PRODUCTS LIST FOR SIGNALS.
- A.P.S. MOUNTING BOLTS SHALL BE 1/4 20 STAINLESS STEEL. APPLY BRUSH ON ANTI SEIZE COMPOUND TO BOLTS PRIOR TO ASSEMBLY.
- APPLY A BEAD OF 100% SILICONE SEALANT ALONG THE TOP OF THE PUSH BUTTON UNIT WHERE IT COMES IN CONTACT WITH THE 4" POST.
- THE REFLECTIVE SHEETING SHALL BE WHITE AT INTERSECTION CORNERS AND SHALL BE YELLOW WHEN USED IN CENTER MEDIANS. SEE MN/DOT SIGNING QUALIFIED PRODUCTS LIST (QPL) FOR APPROVED TUBE DELINEATOR SHEETING.
- ANTI-SEIZE COMPOUND MUST BE USED ON ALL THREADED BOLTS WHEN INSTALLING PEDESTRIAN PUSH BUTTON STATIONS.
- (1) THE PUSH BUTTON STATION FOUNDATION IS CONSTRUCTED AS PART OF THE SIDEWALK. INCREASE THE SIDEWALK THICKNESS TO 12" THICK (MIN.) TO PROVIDE FOR THE PUSH BUTTON STATION FOUNDATION.
- $^{(2)}$  all joints shall be a minimum of 9" from the center of the push button foundation.

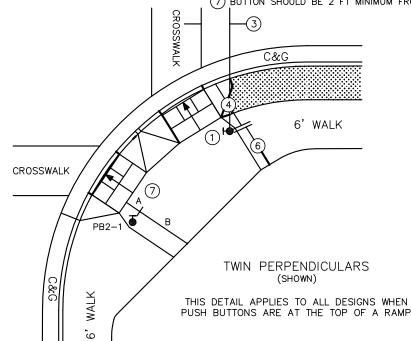
#### TYPICAL APS PEDESTRIAN PUSH BUTTON LOCATION

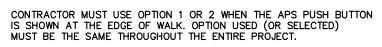
THIS IS A GENERAL DETAIL INTENDED TO SHOW THE REQUIREMENTS OF APS PUSH BUTTON LOCATION. FOR PROJECT SPECIFIC INFORMATION REGARDING PEDESTRIAN RAMP LAYOUT AND PUSH BUTTON LOCATIONS, SEE THE PLAN.

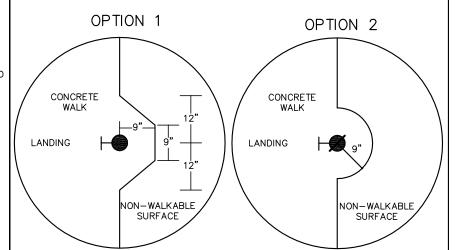
#### SUPPLEMENTAL GUIDANCE FOR CONSTRUCTING COMPLIANT APS PUSH BUTTONS:

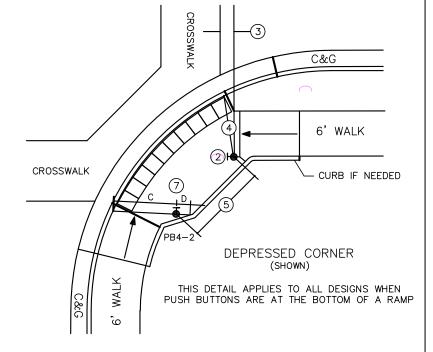
- (1) THE FACE OF THE BUTTON SHALL BE PARALLEL WITH THE OUTSIDE EDGE OF CROSSWALK.
- (2) A MINIMUM 4 FT X 4 FT LANDING AREA SHALL BE PROVIDED ADJACENT TO EACH BUTTON, WITH A 2 PERCENT MAXIMUM SLOPE IN ALL DIRECTIONS.
- (3) BUTTONS SHALL BE WITHIN 5 FT OF THE OUTSIDE EDGE OF THE CROSSWALK.
- 4 BUTTONS SHALL BE BETWEEN 1.5 FT AND 10 FT FROM THE BACK OF CURB OR EDGE OF ROADWAY, MEASURED IN THE DIRECTION OF TRAVEL. STANDALONE PUSH BUTTON STATIONS SHOULD BE 4' MINIMUM FROM THE BACK OF CURB TO AVOID KNOCKDOWNS.
- (5) BUTTONS SHALL BE AT LEAST 10 FT APART.
- 6 PROVIDE A MAINTENANCE ACCESS ROUTE (MAR) WHEREVER POSSIBLE FOR SNOW REMOVAL PURPOSES. A MAR REQUIRES A 6 FT MINIMUM CLEAR DISTANCE BETWEEN A PUSH BUTTON AND ANY OBSTRUCTIONS, INCLUDING BUILDINGS, V-CURB, ELECTRICAL FOUNDATIONS, SIGNAL CABINETS, OR ANOTHER PUSH BUTTON.

(7) BUTTON SHOULD BE 2 FT MINIMUM FROM RAMP GRADE BREAK AND BACK OF WALK.









SIGNAL C	CONTROL	POINTS	DISTANCE TO FRONT OF	DISTANCE TO BACK OF	
SIGNAL NO.	Х	Υ	LANDING (FT)	LANDING (FT)	
PB2-1	_	_	А	В	
PB4-2	_	_	С	D	

- A DISTANCE MEASURED FROM THE PUSH BUTTON TO THE FRONT OF LANDING/TOP OF RAMP
- B CLEAR DISTANCE MEASURED FROM THE PUSH BUTTON TO THE BACK OF LANDING/EDGE OF WALK
- C CLEAR DISTANCE MEASURED FROM THE PUSH BUTTON TO THE OUTSIDE EDGE OF DOMES IN THE DIRECTION OF TRAVEL
- D CLEAR DISTANCE FROM THE PUSH BUTTON TO THE BACK OF LANDING MEASURED IN THE OPPOSITE DIRECTION OF TRAVEL

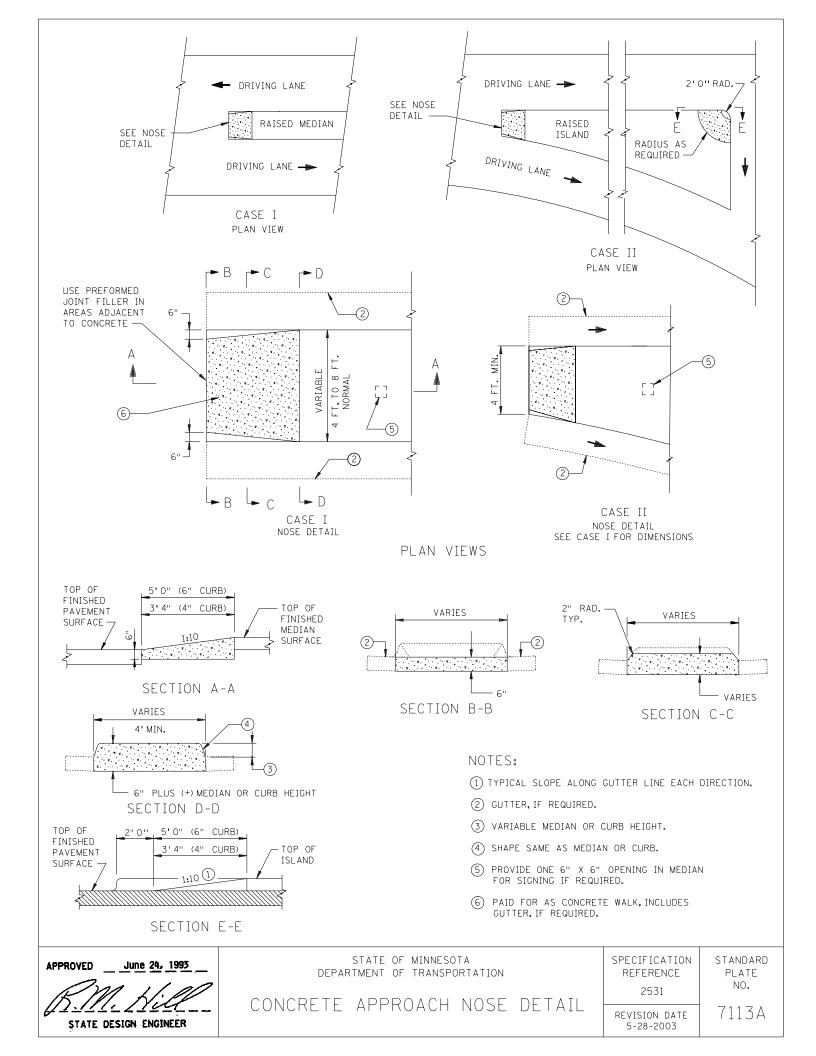
2015 PEDESTRIAN RAMPS

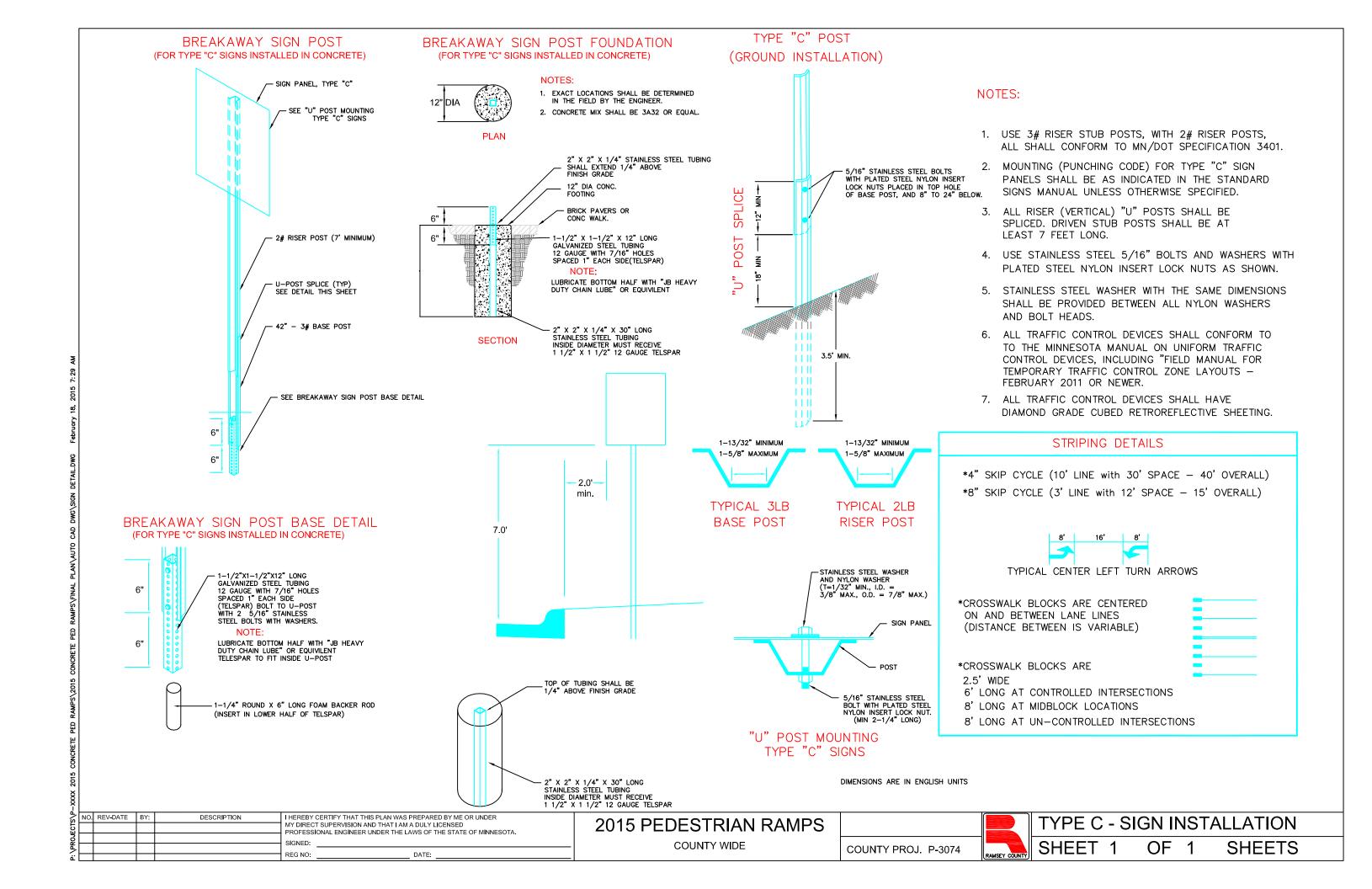


## APS DETAILS

SHEET 2 OF 2 SHEETS

COUNTY WIDE COUNTY PROJ. P-3074







### ANNUAL RIGHT-OF-WAY USER REGISTRATION FORM Ramsey County Department of Public Works Ph: 651-266-7100

http://www.co.ramsey.mn.us/pw email: pwpermits@co.ramsey.mn.us Permit Office 1425 Paul Kirkwold Drive Arden Hills, MN 55112 651-266-7186 Ph 651-266-7188 Fax

Type of Registration:	Type of Registration: (Please check appropriate boxes)				
New □ or	Annual Update $\square$	Utility	Owner 🗆	or	Contractor
Registrants	s Name:				
Company	y Name:				
Registrants Billing A	Address:				
	Street:				
City, St	City, State Zip:Bus. Ph:				
E-mail A	E-mail Address:				
	Fax: Emergency Ph:				
Gopher One-Call Regis	stration Certificate Number:				
Local Representative Ir	nformation (24-hour contact)			(	(Minimum – 2 names)
Nama	Person 1		Pers	son 2	
Name					
Business Phone					
Emergency Phone					
Cell Phone					
ATTACHMENTS:					
Certificate of Insura	ance: (See Ramsey County, Ir	nsurance and	Indemnification	on Requirem	ents.)
<ol> <li>A copy of Ramsey County's "Insurance Requirements" can be downloaded from our web site.</li> <li>Attach a copy of your "CERTIFICATE OF INSURANCE" to the application.</li> <li>Ramsey County, their officials and employees must be named as "additional insured: on the insurance certificate.</li> </ol>					
Construction Performance Bond:					
<ol> <li>"ANNUAL": <u>Utility Owners</u> must post an Annual Construction Performance Bond in the amount of \$100,000 (We reserve the right to increase this amount for larger projects.) Attach to application.</li> <li>"INDIVIDUAL PROJECT BONDS": All other Performance Bonds (individual project bonds) and amounts shall be determined at the time of the permit application. The amount of the bond will be determined by several factors including age of road, surface to be disturbed, width – length- depth of excavation, etc. The length of this bond shall be for a period of twenty-four (24) months.</li> </ol>					
Annual Right-of-	-Way Registration fee: \$30.0	00		Check $\square$	Billed $\square$
Applicant					
Signature:(	(MUST BE SIGNED)		_ Date:		
	Offic	cial Use Only			

Authorized County Representative: \_\_\_\_\_\_ Registration Number: \_\_\_\_\_

Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Road Number	Segment	t



# EXCAVATION OR OBSTRUCTION PERMIT APPLICATION

## RAMSEY COUNTY DEPARTMENT OF PUBLIC WORKS

http://www.co.ramsey.mn.us/pw
(email) pwpermits@co.ramsey.mn.us

1425 Paul Kirkwold Drive
Arden Hills, MN 55112
651-266-7186 permit office
651-266-7188 fax

Permit Number

ATTACH TWO (2) SETS OF 1/2 SIZE, ENGINEER GRADE CONSTRUCTION PLANS TO APPLICATION. MAXIMUM LENGTH PER PERMIT IS 5280 FEET (1 MILE). ONE PERMIT PER ROAD.

(Please Print)				
TYPE PERMIT:	Excavation:	Obstruction:	Municipal Project:	
Applicants Name:		Phone Number:	Fax Num	ber:
Company Name:		Phone Number:	Fax Num	ber:
Billing Address:		City:	State:	Zip:
Registration Number:		Plan Number:	Project Numbe	r:
Joint Application?	Yes No	If "Yes" List additional applica	ants below and the percentage of	they fee they will share.
Joint Applicant		Registration Numb		% of Fee:
If there is more than one "Jo	int Applicant", Attach a sepa	rate sheet naming each applicant, with	their "Registration Number" and	the percent of the fee they
will pay. ALL APPLICA	INTS WUST BE REGIS	STERED PRIOR TO PERMIT	APPROVAL.	
TYPE UTILITY:				
PURPOSE OF CO	NSTRUCTION: _			
LOCATION: Add	ress:	City:		Zip:
F				
	To:			
			Name and the second sec	
<b>EXCAVATION IN</b>	FORMATION:			
Trench Hole	Plowing	Other (specify)		
Excavation Size: Wid	lth:	Length:	Depth:	
Type of surface being di	sturbed: Asphalt	Concrete Gravel	Grass Other (Speci	fy)
ODGEDIJGEION I	NEODMATION			
OBSTRUCTION I			C: 1 - 11 /D 41 🖂	D1
_	ostructed: Driving Lane	_	Sidewalk/Path	Boulevard
	Vidth:		Duration (Hours/Days):	
Hours of Obstruction:	Start Time:	End Time:		
CONSTRUCTION	SCHEDULE: (dela	y penalties will be enforced.)		
Start Date:		days for construction:		
***************************************		known. Call 651-266-7186 when exac	t date is known, a <b>48-hour MIN</b> I	MUM notice is required).
		n individual Cities, Townships,		
		itact the appropriate governme		
permit application, eve	en though they may or n	nay not issue a permit.		
By signing this application Number 2010-44 and		mpany) hereby acknowledge th	nat I must adhere to Ramse	y County Ordinance
When signed and dated by	an Authorized County Rem	resentative, this form along with the	attached "Special Provisions" be	ecomes your "PERMIT".
When your project is finish	ned, return a copy of this per	rmit to the above address, or call the	permit office. This will be your	"Completion Certificate".
APPLICANTS SIG	CNATURE:		DATE:	
ALLICANISSIC	MATURE.		DATE.	
		OFFICIAL COUNTY USE ONLY		
APPROVED BY:			DATE:	
		Paid Check #	Billed	Waived
Comments:				
II .				