

**SPECIFICATIONS, SPECIAL PROVISIONS, AND GENERAL PROVISIONS
FOR THE CONSTRUCTION OF**

BUILDING REMOVAL 612

RAMSEY COUNTY, MN
S.A.P. 062-631-024

APRIL 2014

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

INDEX TO SPECIFICATIONS, SPECIAL PROVISIONS, AND GENERAL CONDITIONS FOR CONSTRUCTION OF

BUILDING REMOVAL 612
RAMSEY COUNTY, MN
S.A.P. 062-631-024

Project Certification

Location Map

Notice to All Bidders Specifications on the Internet

Division A

To Ramsey County Board of Commissioners	
Notice to All Bidders (Bid Rigging)	
Notice to All Bidders (Disbarments)	
State Funded Construction Contracts	
(Special Provisions Division A-Labor)	1A-9A
Notice to Bidders (prompt payment to subcontractors)	
State Wage Rates	1-10
Certification of Truck Rental Rates_dated April 4, 2011	
Non-Collusion Affidavit	

Division GC

General Terms and Conditions	GC 1 – GC 9
------------------------------	-------------

Division S


Special Provisions	1 S – 8 S
--------------------	-----------

Attachments:

1. Annual Right-of-Way User Registration Form
2. Excavation or Obstruction Permit Application

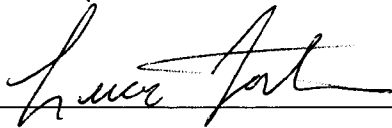
CERTIFICATION

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.



Gerald J Auge Jr., PE

Date: 4/16/2014 Lic. No.: 26511

Reviewed by: 

Date: 04/16/2014

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



Project Location Map
Department of Public Works
Remove Building 612
S.A.P. 062-631-024

BIDDERS

PLEASE NOTE

RAMSEY COUNTY, MN - S.P. 062-631-024, P-3304

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, 2013)

69 pages

This contract requires strict adherence to the Schedule of Materials Control. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the Schedule of Materials Control are available by request from Ramsey County Highway Department or via the internet at

<ftp://ftp.co.ramsey.mn.us/PubWorks/Outgoing/Maryland-Payne/> and by selecting 2014SMC

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: _____

DIVISION A

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:

We hereby certify that we are the only persons interested in this proposal as principals; 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.

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.

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.

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.

We further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in MnDOT 1306.

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.

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.

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

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.

We 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 05, 2014

Page 1 of 2

DEPARTMENT OF TRANSPORTATION

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective March 25, 2011 until March 25, 2014:

- Philip Joseph Franklin and his affiliates, Leesburg, VA
- Franklin Drywall, Inc. and its affiliates, Little Canada, MN
- Master Drywall, Inc. and its affiliates, Little Canada, MN

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

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) 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 05, 2014

Page 2 of 2

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
Design Electric 4807 Heatherwood Road PO Box 1252 St. Cloud , MN 56302	Dec. 12, 2013 through March 10, 2014
McCaa, Webster & Associates, Inc. 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-2616	Nov. 1, 2013 through April 30, 2014
MG Carlson Construction Company, Inc. 701 East First Street Fort Worth, TX 76102-3276	March 5, 2014 through Sept. 5, 2014
TAC Construction Solutions, Inc. 31767 Deacons Way Pequot Lakes, MN 56472	Feb. 18, 2014 through Aug. 18, 2014
NAME	DATE OF DEBARMENT
Best Used Trucks of Minnesota, Inc. 635 Marin Ave. Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
Bull Dog Leasing, Inc. 7854 Danner Court Inver Grove Heights, MN 55076	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
DCP Forestry 500 Eisenhower St. #110 Sandstone, MN 55072	May 17, 2012 through May 17, 2013 (eligible for reinstatement on May 18, 2014)
Danner Family Ltd. Ptnship. 843 Hardman Ave. S. S. St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Danner, Inc. 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. 843 Hardman Ave. S. S. St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Franklin Drywall, Inc. 43279 Fieldsview Crt. Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
Master Drywall, Inc. 43279 Fieldsview Crt. Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

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

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

STATE FUNDED CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

June 3, 2013

I. PREAMBLE

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

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

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

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

II. DEFINITIONS

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

- A. **Contractor**: The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.⁶
- B. **Employer**: An individual, partnership, association, corporation, business trust, or other business entity that hires a laborer, worker, or mechanic.⁷
- C. **First Tier Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.
- D. **Independent Truck Owner/Operator (ITO)**: An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.⁸
- E. **Laborer or Mechanic**: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.⁹
- F. **Prime Contractor**: The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

¹ Minnesota Statute 177.41

² Minnesota Statute 177.41 to 177.44

³ Minnesota Rules 5200.1000 to 5200.1120

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

⁵ MN/DOT Standard Specifications for Construction, Section 1103

⁶ Minnesota Statute 177.44, Subdivision 1

⁷ Minnesota Statute 177.42, Subdivision 7

⁸ Minnesota Rules 5200.1106, Subpart 7(A)

⁹ Minnesota Rules 5200.1106, Subpart 5(A)

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

III. SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

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

IV. PAYROLLS AND STATEMENTS

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

¹⁰ Minnesota Rules 5200.1106, Subpart 5(C)

¹¹ Minnesota Rules 5200.1106, Subpart 7(C)

¹² Minnesota Rules 5200.1106, Subpart 7(B)

¹³ Minnesota Statute 177.44, Subdivision 1

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

¹⁵ Minnesota Statute 177.44, Subdivision 7

¹⁶ Minnesota Rules 5200.1106, Subpart 10

¹⁷ Minnesota Statute 177.30, (a) (4)

¹⁸ Minnesota Statute 177.30 (a) (4)

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

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

V. WAGE RATES

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

²⁰ Minnesota Rules 5200.1106, Subpart 10 and Minnesota Statute 177.30

²¹ Minnesota Rules 5200.1106, Subpart 10

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

²³ Minnesota Statute 177.30 (a) (5)

²⁴ Minnesota Statute 181.032

²⁵ Minnesota Statute 177.44, Subdivision 4

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

VI. BONA FIDE FRINGE BENEFITS

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

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

²⁷ Minnesota Rules 5200.0120, Subpart 1

²⁸ Minnesota Rules 5200.0120, Subpart 2

²⁹ Minnesota Rules 5200.0120, Subpart 3

³⁰ Minnesota Rules 5200.1106, Subpart 6

³¹ Minnesota Rules 5200.0090

³² 29 CFR Parts 5.26 and 5.27

³³ 29 CFR Part 5.28

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

VII. OVERTIME

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

VIII. LABOR CLASSIFICATIONS

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

IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

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

³⁴ Minnesota Statute 177.42, Subdivision 6

³⁵ Minnesota Statute 177.42, Subdivision 6

³⁶ Minnesota Statute 181.74, Subdivision 1

³⁷ Minnesota Statute 177.44, Subdivision 1

³⁸ Minnesota Statute 177.42, Subdivision 4

³⁹ Minnesota Rules 5200.1101 and 5200.1102

⁴⁰ Minnesota Statute 177.44, Subdivision 1

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

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

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

X. APPRENTICES, TRAINEES AND HELPERS

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

XI. SUBCONTRACTING PART OF THIS CONTRACT

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

XII. POSTER BOARDS

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

⁴² Minnesota Rules 5200.1106, Subpart 5A

⁴³ Minnesota Statute 177.44, Subdivision 1

⁴⁴ Minnesota Rules 5200.1070

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

⁴⁶ Minnesota Rules 5200.1070, Subpart 3

⁴⁷ Minnesota Statute 177.44, Subdivision 1

⁴⁸ Minnesota Statute 177.44, Subdivision 5

XIII. EMPLOYEE INTERVIEWS

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

XIV. TRUCKING / OFF-SITE FACILITIES

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

⁴⁹ MN/DOT Standard Specifications for Construction, Section 1511

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

⁵¹ Minnesota Rules 5200.1106, Subpart 3B(2)

⁵² Minnesota Rules 5200.1106, Subpart 3B(1)

⁵³ Minnesota Rules 5200.1106, Subpart 3B(2)

⁵⁴ Minnesota Rules 5200.1106, Subpart 3B(3)

⁵⁵ Minnesota Rules 5200.1106, Subpart 3B(4)

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

⁵⁷ Minnesota Rules 5200.1106, Subpart 1

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

⁵⁹ Minnesota Rules 5200.1106, Subpart 10

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

XV. CHILD LABOR

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

XVI. NON-COMPLIANCE AND ENFORCEMENT

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

⁶⁰ Minnesota Rules 5200.1106, Subpart 7(C)

⁶¹ Minnesota Rules 5200.1106, Subpart 6

⁶² Minnesota Rules 5200.0910, Subpart F

⁶³ Minnesota Rules 5200.0930, Subpart 4

⁶⁴ 29 CFR Part 570.2(a)(ii)

⁶⁵ Minnesota Statute 181A.06, Subdivision 4

⁶⁶ MN/DOT Standard Specifications for Construction, Section 1701

⁶⁷ MN/DOT Standard Specifications for Construction, Section 1801

⁶⁸ MN/DOT Standard Specifications for Construction, Section 1906

⁶⁹ MN/DOT Standard Specifications for Construction, Section 1808

5. consider referring violations to the appropriate local County Attorney for prosecution.⁷¹
- C. Any contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.⁷²
 - D. A contractor may be fined up to \$1,000 for each failure to maintain records.⁷³
 - E. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution⁷⁴ and may be grounds for debarment proceedings.⁷⁵
 - F. For contracts subject to Minnesota Statutes section 177.43, the Commissioner of MnDLI may issue compliance orders for willful violation of the section. If the employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer.
 - F. An employee may pursue a civil action in district court against its employer for failure to comply with the proper payment of wages.⁷⁶ If the employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer.⁷⁷

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

⁷¹ Minnesota Statute 177.44, Subdivision 7

⁷² Minnesota Statute 177.44, Subdivision 6

⁷³ Minnesota Statute 177.30(b)

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

⁷⁵ Minnesota Statute 161.315 and Minnesota Statute 609.63

⁷⁶ Minnesota Statute 177.27, Subdivision 8

⁷⁷ Minnesota Statute 177.27, Subdivision 10

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

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**



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: 2013-10-28 Revised: 2013-12-06

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
<i>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</i>				
101 LABORER, COMMON (GENERAL LABOR WORK)	2013-10-28	26.77	16.02	42.79
	2014-05-01	27.27	16.50	43.77
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2013-10-28	26.77	16.02	42.79
	2014-05-01	27.27	16.50	43.77
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2013-10-28	18.00	12.43	30.43
104 FLAG PERSON	2013-10-28	26.77	16.02	42.79
	2014-05-01	27.27	16.50	43.77
105 WATCH PERSON	2013-10-28	23.37	15.47	38.84
	2014-05-01	23.87	15.95	39.82
106 BLASTER	2013-10-28	29.77	16.02	45.79
	2014-05-01	30.27	16.50	46.77
107 PIPELAYER (WATER, SEWER AND GAS)	2013-10-28	28.77	16.02	44.79
	2014-05-01	29.27	16.50	45.77
108 TUNNEL MINER	2013-10-28	27.47	16.02	43.49
	2014-05-01	27.97	16.50	44.47
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2013-10-28	27.47	16.02	43.49
	2014-05-01	27.97	16.50	44.47
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	2013-10-28	26.77	16.02	42.79

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.

2014-05-01 27.27 16.50 43.77

111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2013-10-28	26.77	16.02	42.79
		2014-05-01	27.27	16.50	43.77

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.	2013-10-28	16.28	4.07	20.35
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SPECIAL EQUIPMENT (201 - 204)

201	ARTICULATED HAULER	2013-10-28	31.37	16.70	48.07
		2014-05-01	31.77	17.20	48.97

202	BOOM TRUCK	2013-10-28	31.37	16.70	48.07
		2014-05-01	31.77	17.20	48.97

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	2013-10-28	27.12	16.70	43.82
		2014-05-01	27.52	17.20	44.72

204	OFF-ROAD TRUCK	2013-10-28	31.37	16.70	48.07
		2014-05-01	31.77	17.20	48.97

205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2013-10-28	30.45	17.45	47.90
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HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2013-10-28	32.22	16.70	48.92
	2014-05-01	32.62	17.20	49.82

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	2013-10-28	31.67	16.70	48.37
	2014-05-01	32.07	17.20	49.27

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	2013-10-28	31.37	16.70	48.07
	2014-05-01	31.77	17.20	48.97

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, PLANING, 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	2013-10-28	28.33	16.70	45.03
	2014-05-01	28.73	17.20	45.93

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	2013-10-28	27.12	16.70	43.82
	2014-05-01	27.52	17.20	44.72

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	2013-10-28	27.25	14.40	41.65
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601 MECHANIC . WELDER
 602 TRACTOR TRAILER DRIVER
 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2013-10-28	26.70	14.40	41.10
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604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

GROUP 3	2013-10-28	26.60	14.40	41.00
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				

GROUP 4	2013-10-28	26.35	14.40	40.75
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				

SPECIAL CRAFTS

701 HEATING AND FROST INSULATORS	2013-10-28	41.17	19.06	60.23
	2014-06-01	42.07	19.06	61.13
702 BOILERMAKERS	2013-10-28	32.40	25.37	57.77
703 BRICKLAYERS	2013-10-28	32.24	18.63	50.87
704 CARPENTERS	2013-10-28	32.49	18.08	50.57
705 CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVWAGE@STATE.MN.US</u>			
706 CEMENT MASONS	2013-10-28	33.05	17.00	50.05
707 ELECTRICIANS	2013-10-28	37.19	23.92	61.11
	2014-05-01	37.86	24.75	62.61

708 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVWAGE@STATE.MN.US</u>			
709 GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVWAGE@STATE.MN.US</u>			
710 LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVWAGE@STATE.MN.US</u>			
711 GROUND PERSON	2013-10-28	25.74	12.21	37.95
712 IRONWORKERS	2013-10-28	34.15	21.20	55.35
713 LINEMAN	2013-10-28	38.42	15.76	54.18
714 MILLWRIGHT	2013-10-28	30.52	20.84	51.36
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2013-10-28	32.04	18.26	50.30
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2013-10-28	32.49	18.08	50.57
717 PIPEFITTERS . STEAMFITTERS	2013-10-28	37.72	26.32	64.04
	2014-05-01	39.07	26.32	65.39
718 PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVWAGE@STATE.MN.US</u>			
719 PLUMBERS	2013-10-28	34.83	25.87	60.70
	2014-05-01	35.98	25.87	61.85
720 ROOFER	FOR RATE CALL 651-284-5091 OR EMAIL			

DLI.PRE VWAGE@STATE.MN.US

721 SHEET METAL WORKERS	2013-10-28	38.79	21.56	60.35
722 SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			
724 TILE SETTERS	2013-10-28	27.96	19.30	47.26
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			
726 DRYWALL TAPER	2013-10-28	29.97	19.23	49.20
	2014-05-01	30.62	19.23	49.85
727 WIRING SYSTEM TECHNICIAN	2013-10-28	34.16	12.31	46.47
	2014-07-01	35.24	12.31	47.55
728 WIRING SYSTEMS INSTALLER	2013-10-28	23.91	10.27	34.18
	2014-07-01	24.67	10.27	34.94
729 ASBESTOS ABATEMENT WORKER	2013-10-28	27.53	15.34	42.87
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			

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. Donovan 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.¹ 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 conference² 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.³

(Footnotes)

¹ U.S. Energy Information Administration Midwest No. 2 Retail Prices (Dollars per Gallon)

² 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.

³ 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

	Effective Date	607 Driver Rate	Operating Cost	Truck Rental Rate
Region 1	May 1, 2012	40.10	37.35	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

4 or more Axle Units

	Effective Date	604 Driver Rate	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 9	May 1, 2012	40.60	51.58	92.18
Region 10	May 1, 2012	32.91	51.58	84.49

Official Notices

		Tractor		Tractor Only	Plus Trailer	Tractor
	Effective Date	602 Driver Rate	Operating Cost	Truck Rental Rate	Operating Cost	Trailer Rental Rate
Region 1	May 1, 2012	40.75	41.43	82.18	11.46	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

NON-COLLUSION AFFIDAVIT

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

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

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

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

(1) that I am the authorized representative of _____

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

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

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

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

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

Signed: _____
(bidder or his authorized representative)

DIVISION
GENERAL CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the County for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents, nor representatives are employees of the County. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

2. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3. Insurance

1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor or by anyone directly employed by them or by anyone for whose acts or omissions any one of them may be liable.
2. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this Agreement.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

- 2.1.3 Ramsey County, its officials, employee, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 10 and CG 20 37 or the equivalent.
 - 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, owned and non-owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
 - 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes.
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - 3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in the policy.
 - 4. The above paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this agreement.
 - 5. Certificate of Insurance must indicate if the policies are issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County. Copies of insurance policies shall be submitted to the County upon request.
 - 6. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.
 - 7. Certificates shall specifically indicate if the Policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer(s) shall be noted on the certificate, and shall be no less than an A.
 - 8. The Contractor is solely responsible for securing any and all permits for adjacent landowners that may be needed to accomplish the work, and any and all required insurance and bond coverages..
4. **Non-Assignability**
The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

5. Unavailability of Funding

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6. Non-Conforming Services

The acceptance by the County of any non-conforming services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

7. Equal Employment Opportunity

The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the County, the Contractor shall furnish a written affirmative action plan.

8. Workforce Diversity

The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the County, submit a written report to the County regarding the efforts and results of such efforts, including employment by job classification.

9. Prevailing Wage

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

10. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

11. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall 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 \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

12. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

13. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Note: If your contract is for a project involving access to electronic County data where services are not being provided to clients, add the following language:

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County

data for the Project. Additionally, access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. At the conclusion of the Project, all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

14. Compliance With Applicable Law

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

15. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the County, the State Auditor or the County's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

16. Termination

a. With Cause

The County reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the County. In the event that the County exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The County may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

17. Conflict of Interest

The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or

entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County whether the Contractor will or will not resign from the other engagement or representation.

18. Waste Reduction

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

19. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

20. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

21. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

22. Prompt Payment

Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

23. Reimbursable Expenses (If applicable)

Reimbursement of expenses, if included, will be made consistent with County policies. The County will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

24. Contractor Certification Regarding Debarment, Suspension, and Responsibility (If applicable)

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government.

By signing this Agreement, the Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b. violating any federal or state antitrust statutes; or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and
6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
7. Shall immediately give written notice to the County should Contractor come under investigation for allegations of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

25. Lobbying

For all contracts involving over \$100,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and made a part of this Agreement as **Attachment xxx**.

26. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Attachment xxx

**Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and
Cooperative Agreements**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name

Program

Signature of Certifying Official

Print Name

Title

Date

DIVISION S

**DIVISION S
SPECIAL PROVISIONS
TABLE OF CONTENTS**

S-1	CONTACT INFORMATION.....	2
S-2	(1203) ACCESS TO PROPOSAL PACKAGE	2
S-3	(1206) PREPARATION OF PROPOSAL	2
S-4	(1209) DELIVERY OF PROPOSALS	2
S-5	(1212) OPENING OF PROPOSALS	3
S-6	(1305) REQUIREMENT OF CONTRACT BOND	3
S-7	(1701) LAWS TO BE OBSERVED (BUILDING REMOVALS OR MOVES)	3
S-8	(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME.....	5
S-9	(2103) BUILDING REMOVAL.....	6
S-10	(2104) REMOVE AND HAUL TREATED WOOD.....	7

S-1 CONTACT INFORMATION

SP2014-1

S-1.1 Ramsey County Project Contacts

- (A) **Ramsey County Oversight Contractor.** Ramsey County has contracted with Industrial Hygiene Services Corporation (IHSC) to be the oversight contractor for hazardous waste abatement. Amy Buckley will be the IHSC contact and can be reached at (651) 287-5372 or (651) 766-9811.
- (B) **Michael Reed.** Ramsey County Public Health Department contact. Michael can be reached at (651) 266-1181.
- (C) **Sharon Hamilton.** City of Saint Paul Right-of-Way Inspector. Sharon can be reached at (651) 266-9805 or (651) 485-0418.
- (D) **Gerald Auge, Jr.** Ramsey County Project Engineer. Jerry can be reached at (651) 266-7117.

S-2 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications and modified with the following:

S-2.1 Access to the Proposal Package will be available to all bidders at:

ftp://ftp.co.ramsey.mn.us/PubWorks/Outgoing/Maryland-Payne/Building_612_Plans_Specs/

S-3 (1206) PREPARATION OF PROPOSAL

SP2014-11

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

S-3.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-3.2 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) Assume a numeric quantity of “1” for each “Lump Sum” Pay Item,
 - (1.2) 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.

An authorized representative of the Bidder must sign the Proposal.

S-4 (1209) DELIVERY OF PROPOSALS

SP2014-12

The provisions of MnDOT 1209 are modified with the following:

S-4.1 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-5 (1212) OPENING OF PROPOSALS

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-6 (1305) REQUIREMENT OF CONTRACT BOND

The provisions of MnDOT 1305 are hereby deleted and replaced with the following:

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

S-7 (1701) LAWS TO BE OBSERVED (BUILDING REMOVALS OR MOVES)

SP2014-32

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

S-7.1 SANITARY PROVISIONS

Bidders are advised that, in conformance with the requirements of MnDOT 1701, under the direction of the local governing municipality's Health Department, hereinafter called the Health Department. When applicable, the Contractor shall effectively cause the extermination of rodents and other pests on properties before commencing demolition work. No direct payment will be made for this work.

(A) Rodenticide

The Contractor shall use a rodenticide that will insure a fast kill with the first baiting of the structure. The Contractor shall be responsible for the proper and safe use of rodenticide in accordance with manufacturer's directions and in accordance with federal and state laws, municipal laws, ordinances, and regulations.

(B) Location of Bait Stations

Establish a sufficient number of bait stations, as determined by the Health Department, throughout each structure, including the basement or sub-basements, areaways, and any sheds or shelters on the site to insure a high percentage of kill on the first application.

(C) Type of Bait Stations

Bait shall be placed under covered bait stations secured to the structure or weighted when used in sheds or shelters on the site. Bait placed within the structure usually will not require additional safeguards, but the Contractor must use all reasonable precautions in each structure. Where possible, the Contractor shall toenail, bar or lock entrance doors to these properties to minimize the danger to children. An exterminating sign is required for each structure equal to those specified by the Health Department.

(D) Time of Baiting

Place the bait in each building three (3) Calendar Days prior to the time that the building is to be demolished. Check all baiting stations within the three-day period of baiting, or as required by the Health Department.

(E) Rodent Pickups

The exterminator shall pick up all dead rodents at the end of the three-day baiting period and prior to commencement of wrecking operations. The exterminator disposes of all dead rodents in accordance with federal and state laws, municipal laws, ordinances, and regulations.

- (F) Bait Pickup
Pick up, remove and manage all bait prior to demolition of the buildings in a manner that shall eliminate hazards to humans or animals. Comply with any additional precautionary measures requested by the Health Department. Dispose all waste bait in accordance with federal and state laws, municipal laws, ordinances, and regulations.

- (G) Inspection
The exterminator will notify, in writing, the Engineer of each property undergoing treatment, and the commencement date of baiting. Give such notice 24 hours before beginning the actual work. Authorized officials of the Health Department, shall have access to structure being baited during the baiting period and shall consult with Ramsey County during the baiting operations should they find that effective rodent control is not being achieved.

S-7.2 The Contractor shall use MnDOT approved companies for testing, waste transport and disposal as provided and described in MnDOT's manual "Asbestos and Regulated Waste Manual For Structure Demolition Or Relocations for Construction Projects" available on the following website:
<http://www.dot.state.mn.us/environment/buildingbridge/index.html> , Contact Mark Vogel, Office of Environmental Stewardship, (651) 366-3630 with any questions regarding the manual.

The Contractor shall use only MPCA permitted Combined Solid Waste Disposal Facilities to dispose of all solid waste including demolition debris. Do not dispose demolition debris in a permit-by-rule landfill.

All hazardous waste removed from building site will be accepted at the Ramsey County Household Hazardous Waste Collection site located at 5 Empire Drive, Saint Paul, MN 55103, at no cost to the Contractor.

S-7.3 The successful bidding Contractor shall:

- (A) Comply with the Environmental Protection Agency (EPA) Regulations, 40 CFR pt. 61, subd.M - NATIONAL EMISSION STANDARD FOR ASBESTOS.
- (B) Provide the Minnesota Pollution Control Agency (MPCA) and Michael Reed, (651) 266-1181, from Ramsey County Public Health Department, written notice of intention to demolish or move a structure - see form "Notification of Intent to Perform a Demolition" at:
<http://www.pca.state.mn.us/index.php/waste/waste-and-cleanup/waste-management/asbestos/index.html>
Provide such notice to the MPCA and Michael Reed a minimum of 10 working days before any move or demolition. Provide copies of notices to the Ramsey County Oversight Contractor.
- (C) Ramsey County requires an on-site pre-demolition meeting prior to beginning demolition work. The Contractor shall notify the following: MPCA, Michael Reed, Ramsey County Oversight Contractor, Ramsey County Project Engineer, Sharon Hamilton, and all sub-contractors including traffic control and hazardous waste contractor, if applicable.
- (D) And if the buildings contain any asbestos, the Contractor shall:
- (1) The Contractor will be responsible for providing the MnDOT approved asbestos abatement contractor and coordinating with the Ramsey County Oversight Contractor. Ramsey County shall provide the oversight contractor at no cost to the Contractor.
 - (2) If over 160 sq ft, 260 linear ft, or 35 cu ft of asbestos on the premises Submit "Notification of Asbestos Related Work", to the Minnesota Pollution Control Agency and the Minnesota Department of Health 10 working days prior to commencement of abatement activities. The Contractor shall submit a copy of the completed notification/s to the Ramsey County Oversight Contractor at the same time.

- (3) Submit all required documentation to the Minnesota Pollution Control Agency and the Minnesota Department of Health and copy the Ramsey Oversight Contractor on all submittals. Information on the requirements of MPCA can be found at: <http://www.pca.state.mn.us/index.php/waste/index.html> and selecting Waste Management. Information on the requirements of the Department of Health can be found at: <http://www.health.state.mn.us/divs/eh/asbestos/index.html>
 - (4) Transport all asbestos containing waste in compliance with USDOT packaging and transportation requirements. The Contractor shall provide the Ramsey County Oversight Contractor with all Asbestos Containing Material Transportation shipping papers/manifests. Shipping paper guidance can be found at: <http://www.dot.state.mn.us/environment/buildingbridge/disposal.html>
 - (5) Dispose of all asbestos containing waste in a Minnesota Pollution Control Agency permitted mixed municipal solid waste or Industrial landfill (not demolition debris landfills) permitted to accept asbestos containing wastes. Provide the Ramsey County Oversight Contractor all landfill disposal receipts.
- (E) Comply with MnDOT's manual "Asbestos and Regulated Waste Manual For Structure Demolition Or Relocations for Construction Projects" available on the following website: <http://www.dot.state.mn.us/environment/buildingbridge/index.html>

S-7.4 The successful Contractor shall comply with all MnDOT policy, laws, regulations and/or rules regarding the removal and recycling/disposal of any regulated wastes including, but not limited to: (*see MnDOT Asbestos and Regulated Waste manual for procedures and approved contractors/end sites*)

1. Chlorofluorocarbons (CFC's):
The Contractor shall use persons certified through 40 CFR pt 82 subp. F to evacuate CFC containing equipment that are affixed to the structure (central air conditioning, heat pumps etc). After the evacuation of all CFC's in the equipment the Contractor shall furnish the Engineer with a MPCA Verification of Refrigerant Removal form: <http://www.pca.state.mn.us/air/pubs/veriffirm.pdf>
Unattached equipment can be processed on site as above or sent to a MnDOT approved end site.
2. Polychlorinatedbiphenols (PCB's)
3. Mercury
4. Lead
5. Other Regulated/Hazardous Waste
6. Solid Wastes
7. White Goods

The transportation of all the above wastes shall comply with USDOT packaging and transportation requirements. The Contractor shall provide the Ramsey County Oversight Contractor with all shipping papers or manifests.

The Contractor shall provide the Ramsey County Oversight Contractor with copies of disposal or recycling records.

S-7.5 FAILURE TO COMPLY WITH NOTIFICATION PROVISIONS WILL BE DEEMED A MATERIAL BREACH OF CONTRACT. IN THE EVENT THAT A REGULATORY AGENCY IMPOSES MONETARY SANCTIONS ON RAMSEY COUNTY THAT ARE BASED, IN WHOLE OR IN PART, UPON THE ACTS OR OMISSIONS OF THE CONTRACTOR, THE CONTRACTOR AGREES TO INDEMNIFY RAMSEY COUNTY AND TO HOLD RAMSEY COUNTY HARMLESS FOR SAME, EXCEPT TO THE EXTENT THAT ANY SANCTIONS WERE CAUSED BY RAMSEY COUNTY'S OWN NEGLIGENCE.

S-8 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

SP2014-48

S-8.1 All work required under this Contract shall be completed within 30 calendar days.

S-8.2 All building demolition work shall be completed within 5 consecutive calendar days once started.

S-9 (2103) BUILDING REMOVAL

SP2014-62

The building and basement removal shall be performed in accordance with the provisions of MnDOT 2103, except as modified and supplemented below. All asbestos and regulated waste/material assessments and removal shall be in accordance with all applicable rules/regulations and MnDOT Policy. See Section S-1701 (LAWS TO BE OBSERVED (BUILDING REMOVALS)) of these Special Provisions for additional contract requirements.

The building is located at the following address:

Remove Building 612 612 Maryland Avenue

S-9.1 The contractor shall provide all labor, materials, equipment, services and incidentals necessary for demolition, permits, licenses, utility cutoffs, rodent baiting, asbestos/hazardous waste abatement and complete removal/disposal of all structures and appurtenances; together with all other specifically identified items noted herein and located within the property limits or pertinent to the subject site. Demolition shall consist of complete removal of all structures and foundations including removal of exterior stairs, stoops, patios, clothes poles, designated shrubbery/trees, fences, etc., and all other site debris/trash encountered within or upon the property. Sidewalks, garage slabs, and other concrete/bituminous flatwork will be left in place. Any bituminous/concrete flatwork left shall have a smooth surface, free of hazards. All demolition debris, garbage and residue shall be removed from the site and legally disposed of in accordance with all applicable federal, state, county and city laws, requirements, statutes, ordinances and codes.

S-9.2 The Contractor shall notify and coordinate with all utilities fourteen (14) days prior to beginning work. The Contractor shall pay all costs incurred in the disconnection of the utilities and services. All utilities shall be disconnected, capped off and inspected according to the utility permit at the right-of-way line. Utilities located on site but not limited to:

Xcel Gas	(800) 628-2121
Xcel Electric	(800) 628-2121
Saint Paul Regional Water	(651) 266-6350
Saint Paul Sewers	(651) 266-6234
CenturyLink	(800) 366-8201
Comcast	(800) 934-6489

The Contractor shall call Gopher State One Call, (651) 252-1166, prior to beginning work.

S-9.3 The Contractor shall contact Sharon Hamilton with the City of Saint Paul Right-of-Way Division ten (10) days prior to starting work. Sharon can be contacted at (651) 485-0418 or (651) 266-9805.

S-9.4 All filled and completed surfaces shall be uniformly spread, fine graded, shaped, and compacted to provide final grades that will assure proper drainage towards available drainage structures and away from adjacent buildings or properties. Impacted areas shall be seeded, straw mulched, and frozen in place with sprinkled water.

S-9.5 All hazardous waste removed from building site will be accepted at the Ramsey County Household Hazardous Waste Collection site located at 5 Empire Drive, Saint Paul, MN 55103, at no cost to the Contractor.

S-9.6 Ramsey County has a building material recycling goal of 75% recovery by weight. Ramsey County encourages the Contractor to meet this goal with all recyclable building materials. The Contractor shall provide, in the proposal, the estimated recycling goal.

S-9.7 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 City of St. Paul may permit deviations from these time limits.

S-9.8 All access to property with heavy commercial vehicles will be from Maryland Avenue. Traffic control must meet the 2013 Minnesota Manual of Uniform Traffic Control Devices (MMUTCD). A single lane closure of Maryland Avenue will be permitted from the hours of 9:00am to 3:00pm. If the sidewalk is closed/detoured during working hours, the Contractor must provide a pedestrian detour that meets MMUTCD. A traffic control plan must be submitted to the Ramsey County Project Engineer and Sharon Hamilton for approval ten (10) days prior to setting traffic control.

S-9.9 The Contractor shall be responsible for securing the site during non-working hours.

S-9.10 If during the course of the building removal, additional asbestos materials or regulated wastes, other than that noted in the Plans or Special Provisions, are encountered, the Contractor shall notify the Ramsey County Oversight Contractor and shall suspend work. The work, as outlined in this paragraph, will be paid for as Extra Work.

S-9.11 It is required that building demolition contractors, housemovers and buyers, and their authorized sub-contractors be required to carry a copy of the Ramsey County Contract Approval Letter when working on or in Ramsey County owned houses and buildings.

S-9.12 All hazardous and regulated waste/s shall be removed prior to demolition. In accordance with Section S-1701 (LAWS TO BE OBSERVED (BUILDING REMOVALS)) of these Special Provisions, the Contractor will not receive permission to begin the removals, with the exception of material needed for hazardous and regulated waste assessment or testing, until the Ramsey County Oversight Contractor has copies of all required notices.

S-9.13 The Contractor will not be allowed to proceed with the demolition until the Ramsey County Oversight Contractor has received copies of all required notifications as indicated in Section S-1701 (LAWS TO BE OBSERVED (BUILDING REMOVALS)) of these Special Provisions.

S-9.14 A Hazardous Materials Survey has been completed. The completed report is available for review at:

ftp://ftp.co.ramsey.mn.us/PubWorks/Outgoing/Maryland-Payne/Building_612_Plans_Specs/

And selecting: Building_612_Pre_Demo_Report.pdf

S-9.15 FAILURE TO COMPLY WITH NOTIFICATION PROVISIONS WILL BE DEEMED A MATERIAL BREACH OF CONTRACT. IN THE EVENT THAT A REGULATORY AGENCY IMPOSES MONETARY SANCTIONS ON RAMSEY COUNTY THAT ARE BASED, IN WHOLE OR IN PART, UPON THE ACTS OR OMISSIONS OF THE CONTRACTOR, THE CONTRACTOR AGREES TO INDEMNIFY RAMSEY COUNTY AND TO HOLD RAMSEY COUNTY HARMLESS FOR SAME, EXCEPT TO THE EXTENT THAT ANY SANCTIONS WERE CAUSED BY RAMSEY COUNTY'S OWN NEGLIGENCE.

S-9.16 Payment for Building Removal shall be paid as a lump sum. The lump sum amount shall be considered full compensation for all work and activities associated with removal of the Building 612.

S-10 (2104) REMOVE AND HAUL TREATED WOOD

SP2014-65

If the Contractor is required to dispose of treated wood, the provisions of MnDOT 2104 are supplemented with the following:

S-10.1 The Contractor can elect to reuse the treated wood for its original intended purpose. The Contractor shall furnish a completed Transfer of Ownership form to the Engineer prior to removing any treated wood from the Project limits. The Transfer of Ownership form is available at the following website:
<http://www.dot.state.mn.us/environment/buildingbridge/disposal.html>.

S-10.2 If the Contractor cannot or elects not to re-use the treated wood for its original intended purpose, but must be disposed, the following shall apply:

(A) The Contractor shall dispose of all waste treated wood in a MPCA permitted Minnesota solid waste or industrial landfill. The Contractor shall not dispose of waste treated wood in a demolition landfill. Within 30 days

after the treated wood is transported to the landfill, the Contractor shall provide the Engineer with shipping manifests, scale tickets and invoices. Shipping manifests shall include, but are not limited to, the following information: specify treated wood as the type of waste, quantity of wood, date of hauling and disposal, and location of disposal.

(B) The Contractor has the option to chip creosote treated wood on site instead of hauling it to a landfill. After the wood is chipped on site, the Contractor shall transport the chipped wood off site to a MPCA permitted incinerator that is permitted to burn creosote treated wood. Call 651.366.3630 for list of incinerators permitted to burn creosoted treated wood. This applies to creosote treated wood only.

S-10.3 Payment for the removal and disposal of treated wood will be considered incidental to the removal of Building 612.

ATTACHMENTS



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:		(Please check appropriate boxes)	
New <input type="checkbox"/>	or	Annual Update <input type="checkbox"/>	Utility Owner <input type="checkbox"/> or Contractor <input type="checkbox"/>
Registrants Name: _____			
Company Name: _____			
Registrants Billing Address: _____			
Street: _____			
City, State Zip: _____		Bus. Ph: _____	
E-mail Address: _____			
Fax: _____		Emergency Ph: _____	
Gopher One-Call Registration Certificate Number: _____			

<u>Local Representative Information (24-hour contact)</u>		(Minimum – 2 names)
Person 1		Person 2
Name		
Business Phone		
Emergency Phone		
Cell Phone		

ATTACHMENTS:

Certificate of Insurance: (See Ramsey County, Insurance and Indemnification Requirements.)

1. A copy of Ramsey County's "Insurance Requirements" can be downloaded from our web site.
2. Attach a copy of your "CERTIFICATE OF INSURANCE" to the application.
3. Ramsey County, their officials and employees must be named as "additional insured: on the insurance certificate.

Construction Performance Bond:

1. **"ANNUAL"** : Utility Owners 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.
2. **"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.

Annual Right-of-Way Registration fee: \$30.00

Check ☐

Billed ☐

Applicant

Signature: _____ Date: _____
(MUST BE SIGNED)

Official Use Only

Authorized County Representative: _____ Registration Number: _____

Signature: _____ Date: _____



EXCAVATION OR OBSTRUCTION PERMIT APPLICATION

RAMSEY COUNTY
DEPARTMENT OF PUBLIC WORKS

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

Road Number _____ Segment _____

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: <input type="checkbox"/>	Obstruction: <input type="checkbox"/>	Municipal Project: <input type="checkbox"/>
Applicants Name:	Phone Number:		Fax Number:
Company Name:	Phone Number:		Fax Number:
Billing Address:	City:	State:	Zip:
Registration Number:	Plan Number:	Project Number:	
Joint Application?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" List additional applicants below and the percentage of they fee they will share.	
Joint Applicant	Registration Number:	% of Fee:	
If there is more than one "Joint Applicant", Attach a separate sheet naming each applicant, with their "Registration Number" and the percent of the fee they will pay. ALL APPLICANTS MUST BE REGISTERED PRIOR TO PERMIT APPROVAL.			

TYPE UTILITY: _____

PURPOSE OF CONSTRUCTION: _____

LOCATION: Address: _____ City: _____ Zip: _____
From: _____ Nearest Intersection: _____
To: _____

EXCAVATION INFORMATION:

Trench ☐ Hole ☐ Plowing ☐ Other (specify) ☐ _____
Excavation Size: Width: _____ Length: _____ Depth: _____
Type of surface being disturbed: Asphalt ☐ Concrete ☐ Gravel ☐ Grass ☐ Other (Specify) _____

OBSTRUCTION INFORMATION:

Portion of R/W being obstructed: Driving Lane ☐ Parking Lane ☐ Sidewalk/Path ☐ Boulevard ☐
Obstruction Size: Width: _____ Length: _____ Duration (Hours/Days): _____
Hours of Obstruction: Start Time: _____ End Time: _____

CONSTRUCTION SCHEDULE: (delay penalties will be enforced.)

Start Date: _____ Number of days for construction: _____

(Leave "Construction Start Date" blank if exact date is unknown. Call 651-266-7186 when exact date is known, a **48-hour MINIMUM** notice is required).

Additional permits are normally required from individual Cities, Townships, Watershed Districts, MDOT etc. To avoid any possible delays to your project, you should contact the appropriate governmental agency. Some agencies require a copy of this permit application, even though they may or may not issue a permit.

By signing this application, I (the applicant/company) hereby acknowledge that I must adhere to Ramsey County Ordinance Number 2010-44 and all its provisions.

When signed and dated by an Authorized County Representative, this form along with the attached "Special Provisions" becomes your "PERMIT". When your project is finished, return a copy of this permit to the above address, or call the permit office. This will be your "Completion Certificate".

APPLICANTS SIGNATURE: _____ **DATE:** _____

OFFICIAL COUNTY USE ONLY

APPROVED BY: _____	DATE: _____
Fee(s): _____	Paid <input type="checkbox"/> Check # _____ Billed <input type="checkbox"/> Waived <input type="checkbox"/>
Comments: _____	