

OTTER TAIL COUNTY

505 SOUTH COURT STREET, SUITE 1
FERGUS FALLS, MN 56537

*******PROPOSAL*******

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
QUOTES RECEIVED UNTIL **1:00 O'CLOCK P.M. ON WEDNESDAY, JULY 8, 2026**

PROPOSAL OF

(NAME OF FIRM)

(ADDRESS)

(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2025 EDITION", ON FILE IN THE OFFICE OF THE COUNTY HIGHWAY DEPARTMENT EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS, WHICH ARE PART OF THIS PROPOSAL, FOR:

OTTER TAIL COUNTY PROJECT NO. 4324-008

STATE AID PROJECT NO. N/A

LOCATION: CSAH 8 between 12th St NE & LILAC DR

TYPE OF WORK: By-pass Lane – Grading and Bituminous Surfacing

LENGTH: 0.143 Miles

COMPLETION DATE: **September 18TH, 2026**

NOTICE TO CONTRACTORS: Submit quotes in person or by mail to the Otter Tail County Highway Department at 505 S Court Street, Suite 1, Fergus Falls, MN 56537, or by email to hw@ottertailcounty.gov.

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.

JODI L. TEICH, P.E. – OTTER TAIL COUNTY ENGINEER

License Number 41633 Date: _____

INDEX TO SPECIAL PROVISIONS

COUNTY PROJECT NO. 4324-008 OTTER TAIL COUNTY

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2. Final Estimate Statement
3. Notice to Bidders (Prompt Payments to Sub-Contractors)
4. DIVISION S – Special Provisions (28 pages)
5. (1910) Fuel Escalation Clause (4 pages)
6. Certificate of Compliance with MN Statute 363
7. Attachment A – Prime Contractor Response (5 pages)
8. Schedule of Prices
9. Form 21126D

NOTICE TO BIDDERS:

Submit bids in accordance with MnDOT 1206 through 1210 except as stated otherwise in the Special Provisions. In submitting a bid, you must submit a complete proposal. You must electronically sign the Schedule of Prices and required documents in the Proposal and acknowledge addenda.

OTTER TAIL COUNTY

EQUAL EMPLOYMENT OPPORTUNITY POLICY
STATEMENT

This is to affirm Otter Tail County's policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local Governing bodies or agencies thereof, specifically Minnesota Statutes 363.

Otter Tail County will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontractors for construction projects that this County engages in.

FINAL ESTIMATE STATEMENT

(I) (We) understand and agree that any controversy which arises out of this Contract in respect to which controversy a party to the Contract would be entitled to redress against the County shall be brought in the District Court in Otter Tail County. Any such action shall be commenced within 90 days after the complaining party has been furnished by the County with a final estimate under the complaining party's Contract, or, at the election of the complaining party, within six (6) months after the work provided for under that Contract shall have been in all things completed. Each party furnishing materials or services to Otter Tail County pursuant to this contract hereby expressly waives any right to commence any action arising out of this contract venued in any place or at any time other than the place and time set forth above.

NOTICE TO BIDDERS

Minnesota Statutes require prompt payment to subcontractors:

Minn. Stat. § 471.425 PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS.

Subdivision 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.

Minn. Stat. § 15.72 PROGRESS PAYMENTS ON PUBLIC CONTRACTS; RETAINAGE.

. . . Subd. 2. **Retainage.** . . . (c) A contractor on a public contract for a public improvement must pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the public contracting agency, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

DIVISION S

SPECIAL PROVISIONS

COUNTY PROJECT NO. 4324-008

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DIVISION S

SPECIAL PROVISIONS

COUNTY PROJECT NO. 4324-008

Grading and Bituminous Surfacing

S-1 **CONTACT INFORMATION**

Direct questions about this Project, including pre-submittal questions, to Bob Ehlert at 218-998-8497.

The deadline for pre-submittal questions is 1:00 p.m. Central Standard Time (CST) on Tuesday, July 7th, 2026.

S-2 **GOVERNING SPECIFICATIONS**

The Minnesota Department of Transportation Standard Specifications for Construction, 2025 Edition, shall apply on this Contract except as modified or altered in the following special provisions. The 2025 SALT Schedule of Materials Control – Local Government Agency shall apply on this contract.

S-3 **PROTECTION OF FISH AND WILDLIFE RESOURCES**

Revised 03/28/25

COMPLIANCE WITH ENVIRONMENTAL DOCUMENTATION

The Project is located in an area with protected fish & wildlife resources and/or threatened & endangered species. The Contractor must protect these resources in accordance with State and Federal regulations and must implement all applicable avoidance and minimization measures (AMMs).

BLANDING’S TURTLE PROTECTION

Blanding’s turtles may be present at the Project Site. The Contractor must keep a copy of the Minnesota Department of Natural Resources (DNR) Blanding’s Turtle flyer prominently displayed on the job site at all times and train all staff, including any Subcontractors, in proper procedures if any Blanding’s Turtles are encountered. The Contractor must provide a copy of the MN DNR’s flyer to all Subcontractors performing Work.

The DNR’s flyer is available at the DNR’s website

http://files.dnr.state.mn.us/natural_resources/animals/reptiles_amphibians/turtles/blandings_turtle/flyer.pdf

Contractor must immediately (within 24 hours) report all turtle sightings to the Department’s wildlife ecologist at protectedspecies.dot@state.mn.us.

Contractor, subcontractors must move turtles which are in imminent danger, by hand, out of harm’s way. Turtles outside project Construction limits, which are not in imminent danger, should be left undisturbed.

Contractor must install silt fencing or similar turtle-proof barriers around all soil stockpiles, gravel pads, and other areas of exposed soil to prevent turtle access from May 15 to July 15. Silt fencing or similar turtle-proof barriers must be removed prior to project closeout. Filter logs do not count as a turtle-proof barrier.

Contractor must inspect trenches, holes, or similar depressions prior to beginning work each day to ensure turtles have not entered these areas. Turtles that have entered these areas are in imminent danger and must be removed, by hand.

The DNR's Blanding's Turtle Flyer with an illustration of an adult Blanding's Turtle must be conspicuously posted adjacent to the Engineer's field office.

POLLINATOR PROTECTION

Contractor must not apply insecticides or fungicides.

Contractor must minimize the use of herbicides. If herbicides are to be used, Contractor must apply herbicides via spot treatments. Contractor must not apply herbicides through broadcast applications, including but not limited to, aerial applications or vehicle mounted sprayers.

Contractor must contact the Department's wildlife ecologist (protectedspecies.dot@state.mn.us) if exceptions are requested.

TREE CLEARING REQUIREMENTS

Winter tree clearing required – tree clearing allowed November 1 to April 14, inclusive.

Contractor must ensure tree removal is limited to that specified in the Plans. The Contractor must provide all Subcontractors performing Work with the clearing limits and how they are marked in the field (e.g., install bright colored stakes, flagging, or fencing) prior to any tree clearing to ensure that all clearing stays within identified clearing limits.

BALD EAGLE PROTECTION

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

Contractor must not work within 300 ft of a Bald Eagle nest between January 1 and July 31, inclusive.

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

MIGRATORY BIRD PROTECTION

Soil Stockpiles

The Contractor must protect soil stockpiles when any surface remains unused for 72 hours or more. To prevent birds from nesting, the Contractor must either cover the surface with fabric or tarps or grade the surface to a slope no steeper than 65 degrees.

S-4 (1203) ACCESS TO PROPOSAL PACKAGE

The provisions of MnDOT 1203 are deleted and replaced with the following:

The Department will provide Bidders with access to the Proposal Package online through Otter Tail County Website (<https://ottertailcounty.gov/roads-transportation/highway-project-bidding/>)

S-5 (1206) PREPARATION AND DELIVERY OF PROPOSAL

Mn/DOT 1206.1 is hereby deleted from the Mn/DOT Standard Specifications and replaced with the following:

1206.1 PREPARATION AND DELIVERY

Quotes shall be delivered no later than 1:00 PM on Wednesday, July 8, 2026 in person or by mail to Otter Tail County Highway Department at 505 S. Court Street, Suite 1, Fergus Falls, MN 56537, or by email to hw@ottertailcounty.gov. Contractors must submit a complete, executed proposal. Late submission is not allowed.

YOU MUST SUBMIT A COMPLETE PROPOSAL.

Mn/DOT 1206.2 is hereby deleted from the Mn/DOT Standard Specifications and replaced with the following:

1206.2 ALLOWABLE SUBSTITUTIONS

No substitutions are allowed. Any bids submitted differing from 1206.1 above shall be considered an invalid bid and will not be opened.

S-6 (1302) AWARD OF CONTRACT

The provisions of 1302 are hereby modified and supplemented by the following:

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

S-7 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC CONVENIENCE AND SAFETY & (2563) TRAFFIC CONTROL

The provisions of 1404, 1707, and 2563 are supplemented as follows:

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

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

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

shall be submitted to the Engineer at the Pre-construction Conference. The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

1. Otter Tail County Highway Department (218) 998-8470
2. Otter Tail County Sheriff's Department (218) 998-8555
3. City of Perham (218) 346-4455
4. City of Perham Fire Department (218) 346-4418
5. Perham Township (218) 234-0317
6. Schools & Postal Carriers Contractor to obtain.

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

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

The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. The person performing the inspection shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

The project will be closed to through traffic during construction. No work will be performed after dark. All personnel and equipment will be off the highway prior to dark. Dark will be as determined by the Engineer or his designated representative.

Method of Measurement and Basis of Payment:

No measurement will be made of the various Items that constitute Traffic Control but all such work will be construed to be included in the single Lump Sum payment under Item 2563.601 (Traffic Control).

BASIS OF PAYMENT

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

Table SP2563-2

Traffic Control Partial Payments

Percent of Original Contract Completed	Pay this Percentage of Traffic Control
5	50
10	75
50	95
All Work Completed And All Traffic Control Removed	100

S-8 (1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, and the following:

The Contractor shall coordinate his/her work and cooperate with utility owners and their forces in a manner consistent with the provisions of Mn/DOT 1507 and the applicable provisions of Mn/DOT 1505.

UTILITY COMPANY	CONTACT NAME	PHONE NO.
ARVIG COMMUNICATIONS		218-346-8248
CITY OF PERHAM		218-346-4455
OTTER TAIL POWER		218-739-8831

PROTECTING UNDERGROUND AND SURFACE STRUCTURES

Temporary support, adequate protection, and maintenance of all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his/her own expense. When necessary to determine the location of existing pipes, valves or other underground structures, the Contractor, after an examination of available records shall make all explorations and excavation for such purposes.

Whenever existing utility structures, main sewers, drains, or other conduits, ducts, pipes or other structures present obstructions to the grade or alignment of the pipe, such structures shall be permanently supported, removed, relocated, or reconstructed by the Contractor through cooperation with the owner of the structures involved, and shall be considered incidental to the other Contract items. In those instances where relocation or reconstruction is impractical, a change in line and/or grade will be ordered by the Engineer and the change shall be made in the manner directed. No deviation shall be made from the required line or grade except by written consent from the Engineer.

The Contractor shall promptly repair at his/her own expense any break or damage to other utility mains, or to house service connections for water, sewer, and gas, caused by his/her work.

S-9 (1508) CONSTRUCTION STAKES, LINES AND GRADES

The Contractor will provide 48 hours notice, excluding non-working days, for all construction staking needs.

S-10 (1514) MAINTENANCE DURING CONSTRUCTION

Maintenance during construction shall be in accordance with the provisions of 1514, except as modified below:

The Contractor may use the following materials in the subbase as needed and directed by the Engineer to maintain the safe travel of local traffic through the project site.

- Non-crushed or crushed reclamation material less than 3-inches in diameter meeting Class 5 gradations
- Aggregate Base Class 5
- Other materials preapproved by the Engineer

Any material placed will be paid for at the Aggregate Base Class 5 contract unit price.

Volume of material installed will be subtracted from the “2106.507_Common Embankment (CV)” plan quantity.

S-11 (1515) CONTROL OF HAUL ROADS

Control of haul roads shall be in accordance with the provisions of 1515, except as modified below:

The Contractor shall make all necessary arrangements concerning the use of all roads, except Trunk Highways, and shall be fully responsible to the road authority in control for any damages caused by his/her hauling operations, as well as for any other conditions created or imposed.

The Engineer can require the Contractor to furnish any material or equipment the Engineer determines is needed for the safe use of haul roads, both on or off the project, including the use of water for dust control. All materials, equipment, and water for dust control deemed necessary for haul road maintenance and safety shall be considered incidental and no direct compensation will be made therefore.

Haul road release form(s) from each road authority will be required before final payment is made on the contract.

S-12 (1517) CLAIMS FOR COMPENSATION ADJUSTMENT

Claims shall be handled in accordance with the provisions of 1517 and the following:

If the basis for the claim does not become apparent until the Contractor has proceeded with the work and it is not feasible to stop the work, the Contractor shall immediately notify the Engineer that work is continuing and that written notification of the intent to make claim will be submitted within ten (10) calendar days.

All claims by the Contractor for additional compensation shall be submitted in writing to the Engineer within sixty (60) calendar days after completion of the work on which the claim is based. Equipment costs shall be the Contractors actual cost for each piece of equipment, not to exceed the Commissioners' Equipment Rental Schedule published by Mn/DOT.

Within sixty (60) days after receipt of a properly written claim, the Engineer will give written notification to the Contractor indicating approval, partial approval, or disapproval of the claim for additional compensation.

S-13 (1707) PUBLIC CONVENIENCE AND SAFETY

The provisions of 1707 are hereby supplemented by the following:

DUST CONTROL

The Contractor shall apply water for dust control as necessary for the safe use by forces working on the projects and the traveling public. The Contractor shall be required to respond within four hours to any call from the Engineer or his designated representative concerning any request for dust control. If the Contractor is negligent in providing dust control within four hours of notification the Contractor shall be subject to a daily charge assessed at a rate of \$500.00 per day for each day or any portion thereof with which the Engineer determines that the Contractor has not complied. Any water applied for dust control shall be considered incidental and no direct compensation shall be made.

ACCESS

The Contractor shall maintain reasonable access to all abutting properties while the Contract is in effect.

S-14 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS; INSURANCE

The provisions of Mn/DOT 1714 are modified with the following:

In Sections 1714.3A (2) & (3) the Annual Aggregate shall be increased to \$3,000,000.

The Contractor shall not commence work under the Contract until he/she has obtained the required insurance and such insurance has been approved by the Otter Tail County Attorney.

The Contractor shall deposit with the County Engineer the original, or a certified duplicate copy thereof as applicable to this project, of the Commercial General Liability Insurance and Extended Coverage Policies, required hereunder.

The Contractor shall furnish the County with a certificate of insurance from the insurance company issuing the policies for Worker's Compensation Insurance and such other insurance as is herein required. All policies and certificates shall provide that the policies shall remain in force and effect on thirty days written notice to the County Engineer before cancellation. The above insurance policies and certifications shall be submitted at the same time as the Contract and Bond as provided in 1306.

The cost of all insurance required herein will be considered to be an incidental expense and no direct compensation will be made therefore.

S-15 (1716) CONTRACTOR'S RESPONSIBILITY FOR WORK

1716 shall apply except as follows:

Any unforeseen causes beyond the control of the Contractor shall be determined by Otter Tail County.

S-16 (1717) AIR, LAND, AND WATER POLLUTION

Add the following to MnDOT 1717.2:

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

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

S-17 PRE-CONSTRUCTION CONFERENCE

At the Contractor's discretion, the preconstruction conference can be in the form of a virtual meeting or phone call to discuss contractor schedule, any haul roads, materials sources and contractor contacts. All Superintendents and Foreman that will be present on the project daily and Superintendents and Foreman responsible for making any decisions concerning this project must attend the pre-construction conference/call.

S-18 SAFETY PROGRAM

The Contractor shall supply a copy of their company's Safety Program to the County. If the Contractor does not have a safety program, the Contractor shall abide by the Otter Tail County's Safety Program requirements.

S-19 DRUG AND ALCOHOL ABUSE AND TESTING PROGRAM

The Contractor shall supply a copy of their company's Drug and Alcohol Abuse and Testing Program to the County. If the Contractor does not have a Drug and Alcohol Abuse and Testing Program, the Contractor shall abide by the Otter Tail County's Drug and Alcohol Abuse and Testing Program requirements.

S-20 EROSION CONTROL

The Contractor shall supply the County with a copy of their Erosion Control Program for both temporary and permanent erosion control for the projects.

S-21 IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By signing this bid, the bidder will be deemed to have stipulated as follows:

- a) That any facility to be utilized in the performance of this Contract unless such Contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et. Seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. Seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation therefore (40 CFR, Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- b) That the Otter Tail County Highway Department shall be promptly notified prior to Contract award of the receipt by the bidder of any communications from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

S-22 (1803) PROGRESS SCHEDULES

Table 1803.2-1 is hereby deleted and replaced with the following:

**Table 1803.2-1
Anticipated Work Days Lost Due to Weather per Time Period**

Time Period	Anticipated Work Days Lost (due to weather)
January	<i>all</i>
February	<i>all</i>
March	<i>all</i>
April 1-15	<i>all</i>
April 16-30	4
May	4
June	3
July	3
August	3
September	3
October	4
November 1-14	4
November 15-30	<i>all</i>
December	<i>all</i>

S-23 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contract time will be determined in accordance with the provisions of 1806 and the following:

All references to working day charges are hereby deleted.

This contract allows for a starting date within 5 working days of notice to proceed. The Contractor may not start construction operations prior to Contract Approval. The Contractor shall determine their construction starting date, but once construction operations begin all work must be completed within 15 working days and all work to meet the requirements of 1516.2 (Project Acceptance) under this Contract must be complete before **September 18th, 2026**.

No work is permitted on Good Friday, Memorial Day (May 25th), Juneteenth (June 19th), Independence Day (July 4th), and Labor Day (September 7th) unless preapproved by the Engineer. Work on the Memorial Day and Labor Day Holiday weekends shall be complete by 3:00 P.M. Friday and no work on Saturday or Sunday of these holiday weekends. Work on Independence Day (July 4th) Holiday weekend shall be complete by 3:00 P.M. Thursday and no work on Friday, Saturday or Sunday.

No work shall be done after 3:00 P.M. on Saturdays.

The Department based Contract Time on an anticipated six-day Work week, Monday through Saturday, and extended working hours.

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

S-24 (1807) FAILURE TO COMPLETE THE WORK ON TIME

Add the following to 1807:

The Department will assess the Contractor a Monetary Deduction in an amount equal to \$1,000.00 for each calendar day beyond the 15 Working Days and the final completion specified in S-22 remains incomplete after the expiration of the working period provided therefore.

Delete and replace the first paragraph of MnDOT 1807.1 with the following:

The Department will deduct liquidated damages from money due the Contractor for each Calendar Day that the Work remains incomplete after expiration of the Contract Time, according to the completion requirements of 1516.2, "Project Acceptance." The Engineer will deduct liquidated damages based on the original Contract Amount and Table 1807.1-1.

S-25 (1903) COMPENSATION FOR ALTERED QUANTITIES

1402.3(2) is deleted. Overruns or Underruns will not be considered a Significant Change to the Character of the Work for the purpose of price adjustment, and the Contractor may request a time extension in accordance with Standard Specifications.

Overruns and Underruns in estimated quantities in any amount will be paid without a change in the unit price.

If it is found that the quantity of bituminous mixture(s) overruns the contract quantity, the cost of such an overrun shall be borne by both the Contractor and the County on a 50/50 basis, unless a representative of the County in the field has authorized such overrun. It is the intent of this specification to place the responsibility for yield monitoring and control primarily in the hands of the Contractor and not the County.

S-26 (1906) PARTIAL PAYMENTS

Partial payments in excess of 95 percent of the value of the completed work will not be made under this Contract until all physical work is completed.

S-27 (1908) FINAL ESTIMATE AND PAYMENT

The following shall be added to the provisions of 1908:

Before final payment is made for the work on this project, the Contractor must make a satisfactory showing that he/she has made a settlement with the owner or owners of the gravel, sand, binder soil, borrow soil, sod or rock deposits for which the Contractor selects the sources of the material. An affidavit signed by the owner or owners to the effect that the Contractor has paid in full for all materials removed, which were used on this project, and that the material source location has been left in a satisfactory condition to the property owner or owners, shall be provided to the County Engineer.

Before final payment is made, the County shall receive from the Minnesota Department of Revenue the completed IC-134 form, Affidavit for obtaining Final Settlement of Contract with the State of Minnesota and any Political or Governmental Subdivisions thereof. This Form shall be submitted to the Department of Revenue by the Contractor and his/her subcontractor(s) to verify proper withholding of income tax on wages that have been paid.

Before final payment is made, the Contractor shall obtain haul road release form(s) from each road authority.

S-28 (2021) MOBILIZATION

The mobilization bid item shall be compensation for all mobilization costs on this project, except for the mobilization payments allocated under 2575 contained in this proposal.

S-29 (2104) REMOVING PAVEMENT AND (2232) MILL BITUMINOUS SURFACE

The removal of the existing pavement shall be performed in accordance with the provisions of 2104, except as modified below:

Where new bituminous pavement meets existing bituminous pavement, the existing bituminous pavement shall be sawn to provide a clean, straight edge to abut new bituminous pavement. The edge shall be sawn to full depth.

The “Remove Bituminous Pavement” bid item shall be paid at the contract unit price for the plan quantity. No separate measurement will be made.

The Removed Bituminous Pavement or Milled Bituminous Pavement may be used as Aggregate Base, Class 5 if it meets MnDOT Class 5 Specification Tables 3138.2-3, 4 or 5. Removed Bituminous Pavement may be recycled into the Bituminous Wear Courses. Any Removed Bituminous not reused or recycled on the project shall become the property of the Contractor. The existing bituminous pavement depth is approximately 5 inches. Existing pavement depth information is for informational purposes only. Bituminous pavement depths may exceed pavement depth ranges stated above.

Measurement and payment for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1402.5.

DISPOSAL WITHIN RIGHT-OF-WAY

No materials or debris shall be disposed of within the right-of way.

S-30 (2106) EXCAVATION AND EMBANKMENT—COMPACTED VOLUME METHOD

Excavation and embankment construction shall be performed in accordance with the provisions of 2106, except as modified below:

Material from the top 12 inches of the natural topsoil shall not be used in the upper 2 feet of the Roadbed. Part of this material shall be spread on the slopes and ditch bottoms to a depth of approximately 4 inches.

Overhead utility poles and underground utility lines are now located within the highway right of way and will remain in their approximate present locations. Where poles and/or underground utility lines require lowering and/or relocating the Contractor shall coordinate activities with the utility company(s) as the utility work will be done in conjunction with the grading construction. The Contractor shall be responsible for the removal of the earthen material from around the poles, or per Engineer directions, whether the lowering and/or relocating is performed prior to, during or after the excavation work. The coordination with the utility company(s) shall be the Contractor’s responsibility and the removal of the earthen materials from around the poles, or per the Engineer’s instructions shall be considered incidental and no direct compensation will be made therefore.

Embankment material shall be compacted as required herein by the Quality Compaction Method.

The “Excavation - Common” bid item shall be paid at the contract unit price for the plan quantity. No separate measurement will be made.

Topsoil shall be placed to the edge of the roadway shoulder as shown on the Typical Sections of the Plans.

No arrangements for the storage of topsoil beyond the Road Right of Way limits have been made by the County. If contractor operations necessitate storage of topsoil outside of the right of way it shall be the obligation of the Contractor to provide for these areas by making the necessary arrangements with the adjoining property owners prior to the performance of this work.

S-31 (2118) AGGREGATE SURFACING

The aggregate shoulders shall be constructed in accordance with the provisions of Mn/DOT 2221, except as modified below:

Aggregate shouldering shall be placed with an approved shouldering machine. Aggregate shouldering placement with motor graders or other equipment will not be allowed.

Water used at the direction of the Engineer in conjunction with compaction operations will be considered to be incidental and no direct compensation will be made therefore.

The aggregate shoulders shall be compacted by the Quality Compaction Method, 2211.3D.2.b. Farm and field entrances shall be compacted by watering and rolling.

The Contractor shall notify the Engineer prior to crushing aggregate shouldering.

AGGREGATE SHOULDERING SAMPLING AND TESTING

The County shall obtain samples as per the SALT Schedule of Materials Control (Local Government Agency) for the Aggregate Shouldering gradation acceptance from the aggregate shoulder.

The Contractor shall inform the Engineer when the aggregate shouldering is ready for sampling.

If the Contractor wants companion samples, they shall supply a representative to obtain the samples at the same time the County obtains its samples from the aggregate shoulder.

S-32 (2211) AGGREGATE BASE

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

Compaction shall be achieved by the "Quality Compaction Method" described in Mn/DOT 2211.3D.2.b.

Quality Assurance Testing shall be conducted by the Quality Compaction Method utilizing a test roller meeting the requirements of 2111.3.A.2.b

The Contractor shall give the Engineer a minimum of 48 hours notice prior to requiring bluetops.

The Contractor shall notify the Engineer prior to beginning Aggregate Base crushing operations.

The equipment used in shaping the Aggregate Base shall be equipped with operational Laserplane automatic grade and cross-slope controls or an approved equal. The automatic controls and their use will be considered incidental, and no direct compensation will be made therefore.

The maximum compacted lift thickness shall be 4 inches.

AGGREGATE BASE SAMPLING AND TESTING

The County shall obtain samples as per the SALT Schedule of Materials Control (Local Government Agency) for the Aggregate Base gradation acceptance from the blade mixed windrow.

The County may choose to increase the rate of sampling at the discretion of the Engineer.

The Contractor shall inform the Engineer when the aggregate base is ready for sampling. If the Contractor wants companion sample(s) they shall supply a representative to obtain the samples at the same time the County obtains its samples per MnDOT Grading and Base Manual.

The test result shall be made available within three (3) working days.

S-33 (2357) BITUMINOUS TACK COAT

MnDOT 2357.3.A is modified to include the following:

Tack will not be placed until Mn/DOT Certified Flaggers are present for the associated paving operations.

S-34 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL GOVERNMENT UNIT)

REVISED 3/28/25

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

Add the following to MnDOT 2360.1B, "Mixture Designations."

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

Type SP 9.5 Wearing Course SPWEA340C

Type SP 12.5 Wearing Course SPWEB330C

Add the following to 2360.3, "Plant Mixed Asphalt Pavement, Construction Requirements:"

A County representative shall be present at the pits for the sampling of aggregate material to be used for the development of the Mixture Design.

No Bituminous mixture shall be placed until the Engineer has reviewed and approved the trial mix recommendations.

The Contractor shall complete each lift of bituminous prior to starting the next lift.

No paving will be allowed when the air temperature is 32 degrees Fahrenheit or below.

Delete and replace the first paragraph of 2360.3D.1, "Maximum Density," with the following:

Compact the pavement in accordance with 2360.3D.2- Ordinary Compaction.

S-35 (2562) ADDITIONAL TRAFFIC CONTROL DEVICES AND EXTENDED USE OF TRAFFIC CONTROL DEVICES

DESCRIPTION

This Work consists of providing additional traffic control devices in accordance with S-50 (2563) Traffic Control and as authorized by the Engineer.

The Engineer is authorized to:

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

MATERIALS

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

CONSTRUCTION REQUIREMENTS

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

METHOD OF MEASUREMENT

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

Standard Signs with Portable Supports will be calculated and paid for as follows: Total Standard Sign Sq. Ft. + Portable Support Cost (listed in Table SP2562-1) = Standard Signs with Portable Supports Cost per day.

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

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

BASIS OF PAYMENT

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

(A) Devices, Flaggers and Police Officers:

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

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

Item Number	Item	Unit	Pre-determined Price
2562.602	Impact Attenuator*	Each	\$66.00
2562.603	Pedestrian Channelizer*	Linear Foot	\$0.32
2562.603	Portable Precast Concrete Barrier Design 8337*	Linear Foot	\$0.08
2562.610	Flagger	Hour	
2562.610	Police Officer†	Hour	
2562.613	Sidewalk Barricade	Unit Day	\$1.43
2562.613	Type III Barricade	Unit Day	\$2.59
2562.613	Flasher Type A (Low Intensity)	Unit Day	\$0.50
2562.613	Tubular Marker	Unit Day	\$0.43
2562.613	Type A Cone Channelizer	Unit Day	\$0.31
2562.613	Type A Weighted Channelizer	Unit Day	\$0.69
2562.613	Opposing Traffic Lane Divider	Unit Day	\$3.38
2562.613	Reflectorized Drum	Unit Day	\$0.86
2562.613	Flashing Arrow Board	Unit Day	\$33.73
2562.613	Portable Changeable Message Sign‡	Unit Day	\$75.00
2562.613	Vehicle Speed Feedback Sign	Unit Day	\$37.85
2562.613	48"X48" Sign	Unit Day	\$1.54
2562.613	48"X48" Sign with Supports	Unit Day	\$2.37
2562.613	Portable Sign Support	Unit Day	\$0.80
2562.618	Standard Sign*	Square Foot	\$0.24
2562.618	Construction Sign Special (Additional)	Square Foot	\$37.27
2562.613	Construction Sign Special (Extended Duration)*#	Square Foot	\$0.35
2562.613	Audible Message Device	Unit Day	\$1.11
2562.613	Temporary Pedestrian Ramp	Unit Day	\$7.25
2562.613	Portable Rumble Strips (set of 3)	Unit Day	\$50.00

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

|| Will be paid in accordance with MnDOT 1904.4A.

† Will be paid at the invoice price plus 10%.

‡ Type C Trailer Mounted Message Sign.

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

(B) Labor and Equipment:

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

The Department will pay \$500.00 for the first 30 miles for mobilization and installation of additional traffic control devices. The Engineer will determine mileage based on the distance

from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional placement(s), round trip. The Department will pay a minimum of \$500.00.

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

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

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

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

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

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

The Department will not pay for labor and Equipment to remove existing traffic control devices, provided under Section S-50 (2563) Traffic Control, when Contract Time is extended.

The Department will not pay for Prime Contractor mark-up for additional traffic control installed at prices listed above.

S-36 (2563) TRAFFIC CONTROL

DESCRIPTION

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

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

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

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

MATERIALS

A. Temporary Signs and Devices

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

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

B. Vehicle Conspicuity Tape

The Approved Products List for “Conspicuity Vehicle Sheeting (Type VII)” is found at: <http://www.dot.state.mn.us/products/signing/sheeting.html>

C. Truck/Trailer Mounted Attenuators

The Approved Products List for “Mobile Crash Attenuators” is found at: <http://www.dot.state.mn.us/products/temporarytrafficcontrol/mobilecrashattenuators.html>

D. Drum Sheeting

On Projects requiring drums per MnDOT Standard Plate No. 8000 Temporary Channelizers – Type B, provide all drums with six-inch fluorescent orange and white sheeting material with no gap between sheeting layers.

E. Crashworthy Signs, Traffic Control Devices, and Ballast

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

The approved ballast system for signs and devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. Add a deicer during freezing conditions to prevent the sand from freezing. Place sandbags at the

base of the sign or traffic control device. Do not use any ballast that causes a sign or traffic control device to become hazardous to motorists or workers.

CONSTRUCTION REQUIREMENTS

A Traffic Control Plan, Maintenance, and Inspection

- A.1 Submit a proposed traffic control Plan to the Engineer for acceptance if traffic control is not present in the Plan, or if the Contractor modifies the traffic control Plan. Submit the proposed traffic control Plan at least seven days before implementation. If Field Manual layouts are used, specify layout number(s) but do not submit the layouts from the Field Manual. Do not implement the proposed traffic control modification until accepted by the Engineer.
- A.2 Prior to the start of any construction operations that necessitate traffic control signing that is the Contractor's or Sub-contractor's responsibility, the Contractor shall make available for inspection (24 hours prior to installation) all traffic control devices to be furnished and used by the Contractor in order to ensure conformance with the Minnesota Manual on Uniform Traffic Control Devices for Streets and Highways which includes the "Field Manual for Temporary
- A.3 Immediately repair or replace all traffic control devices that become damaged, moved or destroyed, and all ballasts that are damaged, destroyed, or otherwise fail to stabilize the device.
- A.4 Meet the traffic control device quality standards as required in the Field Manual. Immediately replace unacceptable traffic control devices. Signs that are dirty and result in a noticeable loss of reflectivity at night are considered unacceptable and must be cleaned or replaced. Respond promptly to any call from the Engineer concerning the notification of unacceptable traffic control devices.
- A.5 Provide the names, addresses, and phone numbers of at least three individuals responsible for placing and maintaining traffic control devices to the Engineer at the Pre-construction Conference. These individuals will be "on call" 24 hours per day, seven days per week during the times any temporary traffic control devices are in place.
- A.6 Inspect all traffic control devices on a daily basis, including one nighttime inspection per week. Verify that the devices and pavement markings are placed in accordance with the Traffic Control Plan, these Special Provisions, and the MN MUTCD. Immediately correct discrepancies between the actual placement and the required placement. Respond immediately to any call from the Engineer concerning any request for improving or correcting traffic control devices.
- A.7 Make a daily log of required inspections. This log must indicate the date and time any changes in the stages, phases, or portions go into effect. The log must identify the location and verify that the devices and pavement markings are placed as directed or corrected in accordance with the Plan. The person making the inspection must sign the log and include the date and time of the entry. Provide copies of the inspection logs on a weekly basis and at the request of the Engineer.

A.8 Traffic Control Zone Layouts”. The Contractor shall modify his/her proposed traffic control devices as deemed necessary by the Engineer.

B Traffic Control Signs and Devices

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

B.2 Cover, modify, or remove all signs that are not consistent with traffic operations. Cover the entire sign or that part of the legend that is inappropriate. Sign covers must conform to the Typical Temporary Sign Covering Details Sheet found in the Plan or at the following link: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=26730634

B.3 The Contractor shall install and maintain flashing lamps on all advance warning signs and Type III barricades.

B.4 Maintain Street identification signage at all times. Signs may be installed on temporary supports if the permanent sign Structures are affected by operations. This is necessary to maintain the 911 emergency system.

B.5 Post mount all signs that will remain in the same location for more than 30 consecutive days. This does not include portable signs which are set up and taken down at the beginning and end of each Work shift.

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

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

B.6 At the beginning of the Project, store at least 5 extra Type III barricades and 15 extra retroreflective drums to be used at the Engineer’s discretion. Store the devices at a location approved by the Engineer.

If the Engineer orders additional devices, beyond the quantity specified above, the Department will compensate the Contractor according to S-49 (2562)
ADDITIONAL TRAFFIC CONTROL DEVICES AND EXTENDED USE OF TRAFFIC CONTROL DEVICES.

B.7 Signs and Structures damaged by the Contractor shall be replaced at the Contractor’s expense.

B.8 The detour will be removed after completion of bituminous base and turf establishment. The Contractor will be responsible for traffic control to maintain traffic thru project completion. When the detour is removed the contractor will furnish and install the following signs:

A. ROAD WORK NEXT XX MILES (G20-1 60" x 24") - in the ditches at locations where Sign No. 1 had been located during the detour.

C Traffic Safety

- C.1 Do not suspend material, Equipment, tools or personnel over lanes or pedestrian facilities open to traffic.
- C.2 Protect traffic and pedestrians from excavations, drop-offs, falling objects, splatter or other potential construction hazards.
- C.3 Do not store Materials or Equipment in the Work zone clear zone unless approved by the Engineer. If Materials or Equipment must be stored within the Work zone clear zone, protect with temporary barrier. If the Engineer agrees that temporary barrier is not practical, delineate with Type B channelizers.
- C.4 Do not park vehicles or construction Equipment in the clear zone or any location that obstructs traffic control devices. Workers are not allowed to park their private vehicles within the Project limits unless approved by the Engineer.
- C.5 Do not load or unload material or Equipment on the Shoulders of any Roadway without a full Shoulder closure using signs and channelizing devices shown on Layout 8 in the Field Manual.

D High Visibility Apparel

- D.1 During low light conditions, all workers must wear high visibility Class E long pants and retro-reflective headgear in addition to the ANSI Class 2 or 3 vest, shirt, or jacket.
- D.2 All high visibility apparel must be worn in the manner for which it was designed. All apparel worn on the torso must be closed in the front to provide 360-degree visibility. A worker's high-visibility apparel must be removed from service and replaced if it becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel.

E Vehicle Warning Light Specification

All vehicles and Equipment operating in the trunk highway Right-of-way, must have operable warning lights that are amber in color and meet the appropriate SAE Specification. The SAE Specification requirements are as follows:

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

Details on SAE Specification can be found at: <http://www.dot.state.mn.us/const/wzs/lighting.html>

F Lane Closure Requirements

- F.1 Temporary lane closures or other traffic restrictions by the Contractor, during work hours and consistent with the time restrictions, will be permitted only during those hours and at those locations approved by the Engineer. Request temporary lane closures at least 24 hours prior to such closures.

- F.2 The Engineer may lengthen, shorten, or otherwise modify lane closure periods of restrictions/closure as warranted by actual traffic conditions.
- F.3 Work that will restrict or interfere with traffic shall not be performed between 12:00 noon on the day preceding and 9:00 A.M. on the day following any consecutive combination of a Saturday, Sunday and legal holiday.
- F.4 Place traffic control devices in any temporary lane closure that is adjacent to traffic and extends beyond 1000 feet as shown on Layout 61 of the Field Manual. When the lane closure is in place three days or longer, use only Type III barricades.
- F.5 Use Drum Channelizers in all lane closure tapers and in any shifts in traffic alignment.
- F.6 No center lane closures will be permitted.
- F.7 Maintain a minimum of two miles between temporary lane closures.
- F.8 Temporary lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closure will be a greater than normal hazard to traffic.
- F.9 When working on the Shoulder or median, provide a lane closure on mainline adhering to the above lane closure restrictions.

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

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

H Flagging Operations

- H.1 Flaggers and Pilot Drivers must attend a training session taught by a MnDOT-Qualified Flagger Trainer. The trainer must have completed a “MnDOT Flagger Train the Trainer Session” within the last five years and be on file as a qualified Trainer with MnDOT. Provide all flaggers with the MnDOT Flagging Handbook. Flaggers must be in possession of the handbook while flagging on the Project. Furnish the signed “Checklist for Flagger Training” or “Flagger Qualification Card” to the Engineer any time a new flagger reports to work on the Project. The “Checklist for Flagger Training” and other forms and information is found at: <http://www.dot.state.mn.us/const/wzs/flagger.html>
- H.2 All signs associated with the flagging operation must be removed or covered when flagging operations are not present.
- H.3 Coordinate the flagging operations in a manner that causes minimum delay to the traveling public. The maximum delay time is **5 minutes**. If the operation exceeds

the maximum delay time, the operation must be discontinued until a new traffic control Plan is developed which meets the maximum delay requirement.

- H.4 The Contractor shall provide Mn/DOT Certified Flaggers and/or pilot car operations when, in the opinion of the Engineer, his/her operations may constitute a hazard to traffic. The use of Mn/DOT Certified Flaggers and/or pilot car operations shall be as directed by the Engineer and will be considered to be incidental to Traffic Control and no direct compensation will be made therefore. The contractor must submit proof of Flagger Certification prior to the work being performed.

As a minimum Two Mn/DOT Certified Flaggers will be used for the following:

- Paving operation, one Mn/DOT Certified Flagger no more than one mile either side of the equipment.
- Shouldering operation, one Mn/DOT Certified Flagger approximately 500 feet either side of the equipment.

I Maintenance and Staging of Traffic Control

- I.1 Maintain the existing traffic movements on the west, east, and south legs of the intersection of CSAH 35 and CSAH 18. Maintain the existing traffic movements on the west, east, and north legs of the intersection of CSAH 35 and CSAH 1, except during the weekend closure shown in the Plan.
- I.2 Maintain a minimum lane width of 11 feet on all Roadways. Traffic must not be allowed or forced onto the Shoulders without prior approval of the Engineer.
- I.3 Access to and from the Project Site is subject to approval by the Engineer.

METHOD OF MEASUREMENT

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

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

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

BASIS OF PAYMENT

Table SP2563-2
Traffic Control Partial Payments

Percent of Original Contract Completed	Pay this Percentage of Traffic Control
5	50
10	75
50	95
All Work Completed And All Traffic Control Removed	100

A. Schedule

The contract unit price for Traffic Control is compensation in full for Equipment, Materials and labor required to complete the work.

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

Item No.:	Item:	Unit:
2563.601	Traffic Control	Lump Sum

S-37 (2575) ESTABLISHING VEGETATION AND CONTROLLING EROSION

All erosion control measures for seeding, and fertilizer shall be completed within 10 calendar days of spreading of the topsoil.

Topsoil shall be used on the sides of paved entrances of residences. The topsoil used shall be screened, 100% of the material shall pass the 1” sieve. This will require handwork, which shall be considered incidental and no direct compensation will be made therefore. Areas will be staked by the County. These areas shall be approved by the Engineer before turf placement.

In the event the Contractor delays seeding so that the areas to be seeded become infested with weeds, the Contractor shall, at no cost to the Department, destroy such weed growth and make the areas suitable for seeding by removing the weeds to the satisfaction of the Engineer.

If the Contractor fails to perform critical erosion control work, including silt fence, bale checks, etc. as ordered by the Engineer, the Engineer will issue a written notice detailing the required action. The Contractor shall start the required erosion control work within 3 working days after receiving the notice or be subject to a \$5,000/calendar day deduction in payment.

Turf establishment includes fertilizer type 2, hydraulic bonded fiber matrix, seed two-year cover crop, and seed mesic inslope for an area of approximately 0.08 acres. The LUMP SUM pay item for Turf Establishment shall be considered payment in full for all equipment, materials & labor required to establish turf as specified in the plans, with no additional payment made therefor.

S-38 (3876) SEED

Delete and replace Table 3876.2-1 of 3876.2A.1, “Standard Seed Mixes,” with the following:

**Table 3876.2-1
MnDOT Seed Mixes**

Seed Mixture	Application Rate (PLS pounds per acre)
Oats	100
Winter Wheat	100
Oats and Peas	110
Two-year Cover Crop	25
Patch Mix	30
Northern Boulevard	150
Southern Boulevard	160
Turfgrass	200
Snow Fence Ground Cover	84
Mesic Inslope	65
High-traffic Inslope	60
Sandy Inslope	65
Wet Ditch	20
Northeast Roadside	26
Northwest Shortgrass Roadside	26
Northwest Tallgrass Roadside	26
Southern Shortgrass Roadside	26
Southern Tallgrass Roadside	26

S-10.2 Delete and replace 3876.2 B, “Blending,” with the following:

B Blending

Provide Uniformly blended seed mixtures as required by the Contract and meeting the requirements of the Seeding Manual. Blend mixtures according to the requirements of the Department’s Approved Seed Vendor Agreement.

B.1 Cover crop and turfgrass mixtures

Combine all components of cover crop, patch, boulevard, turfgrass, ground cover, and inslope mixtures.

B.2 Roadside and Wet Ditch mixtures

Blend and package components of these mixtures according to size to allow installation from the appropriate seed box of native seeding Equipment and in the following groups:

- (1) Combine seeds of sedges, rushes, and forbs with small or medium seeds for installation with the small seeds box.
- (2) Combine the seeds of grasses and large-seeded forbs for installation with the fluffy seed box.
- (3) Keep the seeds of grain cover crops such as oats and winter wheat separate for installation with the grain box.

1910 Fuel Escalation Clause

The provisions set forth in 1910, "Cost Escalation" are hereby supplemented with the following:

This provision provides for compensation adjustments in the cost of motor fuels (diesel and gasoline) consumed in prosecuting the Contract work. The Engineer will calculate the Fuel Cost Adjustments. Payments or credits will be applied to progress, semi-final, and final payments for work items set forth herein.

The Department will establish a Base Fuel Index (BFI) for fuel to be used on the Contract. The BFI will be the average of the high and low rack prices shown for Ultra Low Sulfur Diesel Undyed in the "DTN FastRack" for the day of the Contract letting.

A Current Fuel Index (CFI) in cents per gallon will be established for each week. The CFI will be the average of the high and low rack prices shown for Ultra Low Sulfur Diesel Undyed in the "DTN FastRack" indicated each Wednesday.

The Engineer will compute the ratio of the CFI to the BFI (CFI/BFI) each week. If that ratio is between 0.85 and 1.15, no fuel adjustment will be made for the week following the CFI computation. If the ratio is less than 0.85, a credit to the Department will be computed. If the ratio is greater than 1.15, additional payment to the Contractor will be computed.

Credit of additional payment will be computed as follows:

1. The Engineer will estimate the quantity of work done in that week under each of the Contract items listed in Table 1910-1.
2. The Engineer will compute the gallons of fuel used in that week for each of the Contract items listed in Table 1910-1 by applying the unit fuel usage factors shown.
3. The Engineer will determine the Fuel Cost Adjustment (FCA) from the following formulas
 - a. If the CFI is greater than the BFI: $[(CFI/BFI)-1.15]*Q*BFI$ = amount of FCA to be paid to the Contractor.
 - b. If the CFI is less than the BFI: $[(CFI/BFI)-0.85]*Q*BFI$ = amount of FCA to be credited to the Department
 - i. FCA = Fuel Cost Adjustment (cents)
 - ii. CFI = Current Fuel Index (cents per gallon)
 - iii. BFI = Base Fuel Index (cents per gallon)
 - iv. Q = Weekly total gallons of fuel per item

Basis of Payment

A FCA payment to the Contractor will be made as a price adjustment to each eligible item for each payment period based on the last published CFI. An FCA credit to the Department will be deducted each payment period

from any monies due the Contractor. Only items shown in Table 1901-1 will be considered for compensation adjustments.

Table 1901-1 Schedule of Work Items

Specification Number	Item	Unit	Gallons of Fuel per Unit
2105	Common Excavation	CY	0.17
2105	Rock Excavation	CY	0.27
2105	Muck Excavation	CY	0.17
2105	Subgrade Excavation	CY	0.17
2105	Unclassified Excavation	CY	0.23
2105	Granular Borrow (EV)	CY	0.17
2105	Granular Borrow (CV)	CY	0.19
2105	Granular Borrow (LV)	CY	0.14
2105	Select Granular Borrow (EV)	CY	0.17
2105	Select Granular Borrow (CV)	CY	0.19
2105	Select Granular Borrow (LV)	CY	0.14
2105	Common Borrow (EV)	CY	0.17
2105	Common Borrow (CV)	CY	0.19
2105	Common Borrow (LV)	CY	0.14
2105	Topsoil Borrow (EV)	CY	0.17

Specification Number	Item	Unit	Gallons of Fuel per Unit
2105	Topsoil Borrow (CV)	CY	0.19
2105	Topsoil Borrow (LV)	CY	0.14
2106	Excavation – Common	CY	0.17
2106	Excavation – Subgrade	CY	0.17
2106	Excavation – Rock	CY	0.27
2106	Excavation – Muck	CY	0.17
2106	Common Embankment (CV)	CY	0.19
2106	Granular Embankment (CV)	CY	0.19
2106	Select Granular Embankment (CV)	CY	0.19
2106	Select Granular Embankment (CV) Modified (___%) (CV)	CY	0.19
2211	Aggregate Base	Ton	0.55
2211	Aggregate Base (LV)	CY	0.77
2211	Aggregate Base (CV)	CY	0.99
2211	Open Graded Aggregate Base (CV)	CY	0.99
2211	Shoulder Base Aggregate, Class	Ton	0.55
2211	Shoulder Base Aggregate (LV), Class	CY	0.77
2211	Shoulder Base Aggregate (CV), Class	CY	0.99

Specification Number	Item	Unit	Gallons of Fuel per Unit
2232	Mill Bituminous Surface <i>t</i> inches	SY	0.019* <i>t</i>
2301	Concrete Pavement <i>t</i> inches	SY	0.027* <i>t</i>
2301	Place Concrete Pavement <i>t</i> inches	SY	0.027* <i>t</i>
2360	Type SP () Wearing Course Mixture	Ton	0.90
2360	Type SP () Wearing Course Mixture	Ton	0.90
2360	Type () Mixture <i>t</i> inches thick	SY	0.051* <i>t</i>
2501	Pipe Culvert	Lin Ft	0.70
2501	Pipe Arch Culvert	Lin Ft	0.70
2501	Pipe Culvert Des 3006	Lin Ft	0.70
2503	Pipe Sewer	Lin Ft	0.70
2503	Pipe Arch Sewer	Lin Ft	0.70
2503	Pipe Sewer Des 3006	Lin Ft	0.70

t = Thickness in inches

The Department will not pay adjustments for pipes less than 12" in diameter, jacked pipes, or directionally drilled pipes.

The Department will not pay adjustments for fuel used for drying or heating aggregates.

TO
OTTER TAIL COUNTY
DEPARTMENT OF HIGHWAYS

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

- () Have a certificate of compliance issued by the Department of Human Rights.
- () Have applied for a certificate of compliance to the Commissioner of Human Rights, which is pending.
- () This is not applicable to companies that do not meet the following:
 1. more than 40 full-time employees on a single working day during the previous 12 months, or
 2. a contract for goods or services (including construction contracts) in excess of \$100,000.

Signature of Contractor

Position

Name of Firm

Date

This form may be used to furnish proof of necessary compliance with Minnesota Statutes, Section 363, implementing the rules and regulations of the Minnesota Department of Human Rights. All questions should be referred to the Minnesota Department of Human Rights, Bremer Building, St. Paul, Minnesota. Telephone (651)296-5663.

Schedule of Prices

No.	Mat No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION	LUMP SUM	1	\$	\$
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	618	\$	\$
3	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	271	\$	\$
4	2106.507	EXCAVATION - COMMON	CU YD	263	\$	\$
5	2106.507	COMMON EMBANKMENT (CV)	CU YD	5	\$	\$
6	2118.509	AGGREGATE SURFACING CLASS 1	TON	99	\$	\$
7	2123.603	SKID LOADER	HR	1	\$	\$
8	2211.509	AGGREGATE BASE CLASS 5	TON	255	\$	\$
9	2232.504	MILL BITUMINOUS SURFACE	SQ YD	271	\$	\$
10	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	96	\$	\$
11	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	94	\$	\$
12	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$	\$
13	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	120	\$	\$
14	2574.609	COMMON TOPSOIL BORROW	TON	28	\$	\$
15	2575.501	TURF ESTABLISHMENT	LUMP SUM	1	\$	\$
16	2582.503	10" DOTTED LINE MULTI COMP	LIN FT	39	\$	\$
17	2582.503	6" SOLID LINE MULTI COMP	LIN FT	610	\$	\$

GRAND TOTAL QUOTE \$_____

