



Appendix B: Sample Dust Control Specifications



Report #2024RIC07

November 2024

At LRRB, we are dedicated to ensuring digital accessibility for individuals with disabilities. We strive to enhance the user experience for everyone by adhering to applicable accessibility standards. Please note that we cannot guarantee the accessibility of content that is not exclusively owned or created by LRRB.

If you require assistance with accessing content or need materials in an alternative format—such as braille, large print, or translated into a different language—at no cost, please contact us:

- Email: Accessibility.DOT@state.mn.us (ADA inbox)
- Phone: 1-833-400-8432
- Relay Service: 711

Appendices B.1 and B.2 are available in this document. To access Appendix B.3, please visit the link.

B.1 Hubbard County:

Andrea Weleski, PE
County Engineer
Hubbard County Highway Dept.
101 Crocus Hill Street
Park Rapids, MN 56470
(218) 732-3302
andrea.weleski@co.hubbard.mn.us

B.2 Itasca County:

Karin Grandia, PE
Itasca County Engineer
123 NE 4th Street
Grand Rapids, MN 55744
218-327-7389 office
218-244-2313 cell
Karin.grandia@co.itasca.mn.us

B.3 Polk County:

[Polk County Specification](#)

DIVISION S

SPECIAL PROVISIONS

S-1 RESPONSIBLE CONTRACTOR **REVISED 06/04/15**

The Department cannot award a construction contract in excess of \$50,000 unless the bidder is a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the “Responsible Contractor Verification and Certification of Compliance” form. A company owner or officer must sign the “Responsible Contractor Verification and Certification of Compliance” form under oath verifying compliance with each of the minimum criteria. **THE COMPLETED FORMS MUST BE SUBMITTED WITH THE BID PROPOSAL.**

A bidder must obtain a verification from each subcontractor it will have a direct contractual relationship with. At the Department’s request, a bidder must submit signed subcontractor verifications. A contractor or subcontractor must obtain an annual verification from each motor carrier it has a direct contractual relationship with. A motor carrier must give immediate written notice if it no longer meets the minimum responsible contractor criteria. The requirement for subcontractor verifications does not apply to:

- Design professionals licensed under Minnesota Statutes §326.06; and
- A business or person that supplies materials, equipment, or supplies to a subcontractor on the Project, including performing delivering and unloading services in connection with the supply of materials, equipment, and supplies. But, a business or person must submit a verification if it delivers mineral aggregate such as sand, gravel, or stone that will be incorporated into the Work by depositing the material substantially in place, directly or through spreaders, from the transporting vehicles.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a “responsible contractor” and is ineligible to be awarded the Contract for this Project or to work on this Project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this Project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, the Department may, but is not required to, award a contract even if that bidder does not meet the minimum requirement.

S-2 COMPLIANCE WITH TAX LAW REQUIREMENTS

The Department cannot make final payment to the Contractor until the Contractor demonstrates that it and all of its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the Contract.

To establish compliance, the Contractor must submit a “Contractor Affidavit” either online or in paper form (IC134) to the Minnesota Department of Revenue. The Contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns

have been filed and all withholding taxes attributable to the work performed on the Contract have been paid. The Contractor must then provide this written certification to the Department to receive final payment.

Every subcontractor working on the Project must submit an approved “Contractor Affidavit” from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is advised to obtain the certification from each subcontractor as soon as the subcontractor completes work on the Project. Experience has shown that waiting until the Project is complete to obtain the forms from all subcontractors is likely to result in significant additional work for the Contractor as it will be difficult or impossible to collect all forms.

The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the “Employment Taxes & Employer Responsibilities Seminar” or similarly offered classes. You can find a schedule and more information on the Department’s website at:

<https://www.revenue.state.mn.us/sites/default/files/2019-05/Employment%20Taxes%20Seminar%20Flyer.pdf>.

Complying with this requirement is considered part of the work under this Contract. The Department will enforce this requirement equally with all other Contract requirements. Contractor delay in complying with this requirement will cause the Department to delay final payment and Contract Acceptance. The Department may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

Contractor Affidavit requirements and Form IC134 can be found here:

<https://www.revenue.state.mn.us/contractor-affidavit-requirements>.

S-3 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-4 (1206) PREPARATION OF PROPOSAL

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

S-4.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

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

1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

- (1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
 - (1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of “1” for each “Lump Sum” Pay Item, except as not required in the case of alternate Pay Items,

(1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and

(1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

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

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

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

An authorized representative of the Bidder must sign the Proposal.

S-5 (1209) DELIVERY OF PROPOSALS

The provisions of MnDOT 1209 are modified with the following:

When submitting a Proposal in accordance with 1206.2, “Allowable Substitutions,” of these Special Provisions, the Bidder shall deliver the Proposal and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

- (1) To the address specified,
- (2) In care of the official receiving the Proposals, and
- (3) By the date and time for opening Proposals.

The bidder shall return a paper copy of the entire Proposal that was included in the Bid Package, making sure that all required forms are completed and all signatures are included where required.

If the Department receives a Proposal after the date and time for opening Proposals, the Department will return the Proposal to the Bidder unopened.

S-6 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS

The provisions of MnDOT 1210 are deleted and replaced with the following:

When submitting a Proposal in accordance with 1206.2, “Allowable Substitutions,” of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the Department if the Department receives the Bidder’s written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Packages at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Packages. The Department will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the Department’s list of Bidders.

The Department will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the Proposal.

S-7 (1212) OPENING OF PROPOSALS

MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

S-7.1 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-8 (1305) REQUIREMENT OF CONTRACT BOND

The bidder's attention is directed to the Provisions of 1305.

S-9 (1401) INTENT OF CONTRACT

The provisions of MnDOT 1401 are hereby supplemented by the following:

It is the intent of this Contract bid request to secure a bid for furnishing and applying approximately 670,000 gallons (plus or minus 25%) of 38% Calcium Chloride natural brine solution in the years 2021, 2022, and 2023 onto various roads located in Hubbard County for the purpose of road surface stabilization. The bidding Contractor shall complete all appropriate forms for the material proposed to be supplied.

S-10 (1402) CONTRACT REVISIONS

The provisions of MnDOT 1402.3 are supplemented by the following:

There shall be no adjustment in the Contract Unit Prices bid in the event of an increase or decrease in the quantities of the Contract Items.

S-11 (1404) MAINTENANCE OF TRAFFIC

The provisions of 1404 are supplemented as follows:

The Contractor will be responsible for all signing and traffic control including advanced warning signs, construction zone signing and flaggers, in accordance to the requirements of the Minnesota Manual on Uniform Traffic Control Devices and the latest edition of the Minnesota Temporary Traffic

Control Field Manual. 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, 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.

S-12 (1701) LAWS TO BE OBSERVED (PROMPT PAYMENT AND RETAINAGE)

REVISED 10/09/19 The provisions of MnDOT 1701 are supplemented with the following:

S-12.1 Prompt payment of subcontractors is required by Minnesota Statutes §16A.1245. The Contractor must pay a subcontractor no later than ten days after receiving payment from the Department for undisputed work provided by that subcontractor. If the Contractor fails to pay a subcontractor on time, then the Contractor must pay interest, at the rate of 1.5% per month, to the subcontractor on the undisputed amount not paid on time. For an unpaid amount under \$100, the Contractor must pay the actual interest penalty (calculated at 1.5% per month). For an unpaid amount over \$100, the Contractor must pay the actual interest penalty (calculated at 1.5% per month) or \$10, whichever is greater.

Minnesota Statutes §16A.1245 also provides that a subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

S-12.2 Payment of retainage for state projects is governed by Minnesota Statutes §337.10 and Minnesota Statutes §15.72.

The contractor may not withhold more than 5% in retainage from a subcontractor, as provided by Minnesota Statutes §337.10 subd. 4 (b). The contractor must pay any retainage no later than 10 days after the Contractor receives payment of retainage from the Department, 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.

S-13 (1702) PERMITS, LICENSES, AND TAXES

The provisions of MnDOT 1702 are supplemented by the following:

The various permits and/or leases stated in the Proposal for this Project shall be construed to be a part of the Special Provisions in the Proposal. The conditions, requirements, and restrictions of these permits and/or leases shall be binding on the Contractor's operations under this Contract.

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

The provisions of MnDOT 1714 are supplemented by the following:

The Prime Contractor shall procure and maintain for the complete term of the Contract and until the Contract has been fully accepted, insurance policies consistent with the provisions of MnDOT 1714.

Certificate of Insurance

The Prime Contractor will furnish an original Certificate of Insurance as evidence of required coverage, showing coverage meets liability limits for the independent contractor. Certificates of Insurance shall be received by the Hubbard County Engineer before any work commences. Insurance coverage shall be in force for the complete term of this contract. If insurance expires during the term of the contract, a new Certificate of Insurance must be received by the County Engineer at least 10 days prior to the expiration date.

The Contractor shall provide a minimum of 30 days advance notice to the Hubbard County Engineer of any substantial change to or cancellation of any of the insurance policies listed on the certificate.

The Certificate of Insurance shall identify the Hubbard County Highway Department as an Additional Insured for relevant coverages. All Contractors are responsible for any deductible or self-insured retention contained within their insurance program. In the event Contractor fails to keep in effect at all times the specified insurance coverage, Hubbard County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the Contract.

14.1 (1714.2) Workers' Compensation and Employer's Liability Coverage

- Workers' compensation limits are to be statutory per applicable state and federal laws.
- Employer's liability coverage with minimum limits of:
- (1.1) Bodily injury by disease: \$500,000 each employee
- (1.2) Bodily injury by disease: \$500,000 policy limit
- (1.3) Bodily injury by accident: \$500,000 each accident

14.2 (1714.3) Commercial General Liability Coverage

The minimum limits of liability should be:

- (1) \$1.5 million each occurrence
- (2) \$3 million general aggregate
- (3) \$3 million products and completed operations aggregate

- The policy should be written on an **occurrence basis**, not a claims-made basis.
- Hubbard County shall be included as Additional Insured.

14.3 (1714.4.B) Auto Liability Coverage

- The minimum limits of liability shall be \$1.5 million Per Occurrence Combined Single Limit for Bodily Injury and Property Damage.
- Auto coverage should include any auto, including hired and non-owned
- Hubbard County shall be included as Additional Insured

14.4 Hold Harmless and Indemnification Agreement

The Contractor agrees to defend, indemnify, and hold Hubbard County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

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

S-15 (1801) SUBLETTING OF CONTRACT **REVISED 06/04/15**

The provisions of MnDOT 1801 are modified as follows:

- S-15.1** For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor shall obtain verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

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

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

- S-16.1** The Contractor must complete all work to meet the requirements of 1516.2 (Project Acceptance) under this Contract on or before **July 1, 2022**.

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

The provisions of MnDOT 1807 are supplemented as follows:

- S-17.1** 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.

S-18 (1906) PARTIAL PAYMENTS

Partial payments will be made in accordance with the Provisions of MnDOT 1906, except as modified below:

S-18.1 Partial payments in excess of 95% of the value of the completed work will not be made under this Contract. Following the Engineer's determination that all work under this Contract is completed in accordance with MnDOT 1516.2 (Project Acceptance) and Minnesota Statute §15.72 (f), "substantial completion" the Contract retainage will be reduced in the amount of 250 percent of the cost to correct or complete work known at the time of substantial completion; and one (1) percent of the value of the contract or \$500, whichever is greater, pending completion and submission of all final paperwork by the contractor or subcontractor. "Final paperwork" means documents required to fulfill contractual obligations, including, payroll and prevailing wage documents, and the withholding exemption certificate required by Minnesota Statute §270C.66.

S-18.2 From the amounts ascertained as payable on each partial estimate, five (5) percent will be retained to protect the interests of the Hubbard County Highway Department. Final payment will be made in accordance with the Provisions of MnDOT 1908.

S-19 (1908) FINAL ESTIMATE AND PAYMENT

Final payment will be in accordance with the provisions of MnDOT 1908 and the following:

S-19.1 FINAL PAYMENT

State Law provides that the final payment will be made within 90 days after completion of all work required under this Contract. If, however, the total value of the Contract exceeds \$2,000,000.00, the 90 day requirement will not apply and the time allowed for making such final estimate shall be 180 days after the work under this Contract has been, in all things, completed to the satisfaction of the Engineer.

S-19.2 Prior to payment of the final voucher by the County the Contractor shall produce evidence that they have paid for all materials required for the project including gravel pit owners. The Prime Contractor and all sub-contractors shall provide a copy of their withholding exemption certificate as required by Minnesota Statute §270C.66.

The Contractor must receive an acceptance certificate from the governing body having jurisdiction over any haul roads not on the County road system, certifying that the Contractor has restored the haul road(s) to conditions which existed prior to the Contractor's use.

The County shall receive a copy of the certified Form IC-134 Affidavit, from the Minnesota Department of Revenue for Obtaining Final Settlement of the Contract.

S-20 (3911) CALCIUM CHLORIDE

Calcium Chloride shall be supplied in accordance with the provisions of MnDOT 3911, except as modified below:

- S-20.1** The Calcium Chloride shall conform to the requirements of MnDOT 3911, it shall be in the liquid form delivered and applied by a tank truck only, shall meet A.A.S.H.T.O. M 144, and the solution shall contain a minimum of 38% anhydrous calcium chloride (CaCl_2) by weight and be of natural brine solution clear and free of solid matter.
- S-20.2** The application rate shall be as shown on the included tabulation sheet at a 20 foot width on roadways throughout Hubbard County.
- S-20.3** The bidders shall provide a material safety data sheet (SDS) with each bid submitted.
- S-20.4** Bid quantities are estimated only and may be increased or decreased in any amount, without a change in contract unit price.
- S-20.5** The highways designated for liquid calcium chloride application will be bladed by Hubbard County or Township prior to operations.

Pre-wetting of the roadway surface, if necessary due to dry conditions, shall be performed by the Contractor and shall be considered incidental and no direct compensation shall be made. Once application has begun, the Contractor shall schedule a continuous operation of applying the solution as long as conditions are favorable.

loss of expected reimbursements from unbalanced allocation of overhead among the Pay Items or from any other cause.

S-19 (2131) APPLICATION OF CHLORIDE SOLUTION

S-19.1 Chloride solution shall not be applied when in the judgment of the Engineer; conditions are unsuitable such as recent rains or expected rains (within 12 hours of application). Any material applied and washed off the road by an immediate heavy rain will not be paid for.

S-19.2 All chloride solutions shall be subject to random sampling at the point of delivery and quality control testing, at the discretion of the Engineer.

S-19.3 The chloride solution is to be applied on segments of roads throughout Itasca County. Estimated locations are shown on the attached maps. The Engineer will determine the exact application locations and lengths.

S-19.4 Some roads do not have an adequate turnaround and will require the truck driver to back in to the end of the road.

S-19.5 Itasca County will provide a shadow vehicle and employee to direct application locations and rates. Rates, widths and lengths will vary at the discretion of Itasca County.

S-19.6 The Contractor is responsible for the accurate application and documentation of the chloride solution as per the contract specifications. The application vehicle shall be equipped with a distance meter and a flow meter in order to easily and accurately measure application rate and gallons. At the end of each working day, the Contractor shall have the exact total gallons applied verified by a County representative on a form provided by the Contractor.

S-19.7 Payment for Calcium Chloride Solution or Magnesium Chloride Solution, whichever is applicable, at the contract unit price shall be considered full compensation for all costs, including all applicable sales tax, of furnishing and applying the chloride solution at various locations in Itasca County.

S-19.8 Deductions in payment for quantities of chloride solution having concentrations below those specified will be made as determined by the Engineer and based upon the following:

$$\text{Deduction per Unit} = \text{Unit Price} - (\text{Unit Price} \times (\text{measured concentration})) / (\text{specified concentration})$$

S-19.9 Application of Calcium Chloride:

Calcium Chloride solution shall be 35% or 38% and be in accordance with MnDOT Specification 3911. Calcium Chloride solution application range may vary from 0.12 – 0.24 gallons per square yard. Normal application for 35% will be 0.20 gallons per square yard at a width of 18 feet. Normal application for 38% will be 0.18 gallons per square yard at a width of 18 feet.

S-19.10 Application of Magnesium Chloride:

Magnesium Chloride solution shall be 30% or 33% and be in accordance with MnDOT Specification 3912. Magnesium Chloride solution application range may vary from 0.12 – 0.24 gallons per square yard. Normal application for 30% will be 0.20 gallons per square yard at a width of 18 feet. Normal application for 33% will be 0.18 gallons per square yard at a width of 18 feet.

S-20 (2563) TRAFFIC CONTROL

REVISED 10/14/2022

The provisions of MnDOT 2563 are added and supplemented as follows:

S-20.1 DESCRIPTION

This Work consists of furnishing, installing, maintaining, and removing all traffic control devices required to provide safe movement of traffic and pedestrians through the Project at all times from commencement of