

STATE FUNDED CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

June 3, 2013

I. PREAMBLE

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

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

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

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

II. DEFINITIONS

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

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

¹ Minnesota Statute 177.41

² Minnesota Statute 177.41 to 177.44

³ Minnesota Rules 5200.1000 to 5200.1120

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

⁵ MN/DOT Standard Specifications for Construction, Section 1103

⁶ Minnesota Statute 177.44, Subdivision 1

⁷ Minnesota Statute 177.42, Subdivision 7

⁸ Minnesota Rules 5200.1106, Subpart 7(A)

⁹ Minnesota Rules 5200.1106, Subpart 5(A)

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

III. SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

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

IV. PAYROLLS AND STATEMENTS

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

¹⁰ Minnesota Rules 5200.1106, Subpart 5(C)

¹¹ Minnesota Rules 5200.1106, Subpart 7(C)

¹² Minnesota Rules 5200.1106, Subpart 7(B)

¹³ Minnesota Statute 177.44, Subdivision 1

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

¹⁵ Minnesota Statute 177.44, Subdivision 7

¹⁶ Minnesota Rules 5200.1106, Subpart 10

¹⁷ Minnesota Statute 177.30, (a) (4)

¹⁸ Minnesota Statute 177.30 (a) (4)

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

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

V. WAGE RATES

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

²⁰ Minnesota Rules 5200.1106, Subpart 10 and Minnesota Statute 177.30

²¹ Minnesota Rules 5200.1106, Subpart 10

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

²³ Minnesota Statute 177.30 (a) (5)

²⁴ Minnesota Statute 181.032

²⁵ Minnesota Statute 177.44, Subdivision 4

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

VI. BONA FIDE FRINGE BENEFITS

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

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

²⁷ Minnesota Rules 5200.0120, Subpart 1

²⁸ Minnesota Rules 5200.0120, Subpart 2

²⁹ Minnesota Rules 5200.0120, Subpart 3

³⁰ Minnesota Rules 5200.1106, Subpart 6

³¹ Minnesota Rules 5200.0090

³² 29 CFR Parts 5.26 and 5.27

³³ 29 CFR Part 5.28

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

VII. OVERTIME

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

VIII. LABOR CLASSIFICATIONS

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

IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

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

³⁴ Minnesota Statute 177.42, Subdivision 6

³⁵ Minnesota Statute 177.42, Subdivision 6

³⁶ Minnesota Statute 181.74, Subdivision 1

³⁷ Minnesota Statute 177.44, Subdivision 1

³⁸ Minnesota Statute 177.42, Subdivision 4

³⁹ Minnesota Rules 5200.1101 and 5200.1102

⁴⁰ Minnesota Statute 177.44, Subdivision 1

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

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

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

X. APPRENTICES, TRAINEES AND HELPERS

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

XI. SUBCONTRACTING PART OF THIS CONTRACT

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

XII. POSTER BOARDS

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

⁴² Minnesota Rules 5200.1106, Subpart 5A

⁴³ Minnesota Statute 177.44, Subdivision 1

⁴⁴ Minnesota Rules 5200.1070

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

⁴⁶ Minnesota Rules 5200.1070, Subpart 3

⁴⁷ Minnesota Statute 177.44, Subdivision 1

⁴⁸ Minnesota Statute 177.44, Subdivision 5

XIII. EMPLOYEE INTERVIEWS

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

XIV. TRUCKING / OFF-SITE FACILITIES

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

⁴⁹ MN/DOT Standard Specifications for Construction, Section 1511

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

⁵¹ Minnesota Rules 5200.1106, Subpart 3B(2)

⁵² Minnesota Rules 5200.1106, Subpart 3B(1)

⁵³ Minnesota Rules 5200.1106, Subpart 3B(2)

⁵⁴ Minnesota Rules 5200.1106, Subpart 3B(3)

⁵⁵ Minnesota Rules 5200.1106, Subpart 3B(4)

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

⁵⁷ Minnesota Rules 5200.1106, Subpart 1

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

⁵⁹ Minnesota Rules 5200.1106, Subpart 10

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

XV. CHILD LABOR

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

XVI. NON-COMPLIANCE AND ENFORCEMENT

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

⁶⁰ Minnesota Rules 5200.1106, Subpart 7(C)

⁶¹ Minnesota Rules 5200.1106, Subpart 6

⁶² Minnesota Rules 5200.0910, Subpart F

⁶³ Minnesota Rules 5200.0930, Subpart 4

⁶⁴ 29 CFR Part 570.2(a)(ii)

⁶⁵ Minnesota Statute 181A.06, Subdivision 4

⁶⁶ MN/DOT Standard Specifications for Construction, Section 1701

⁶⁷ MN/DOT Standard Specifications for Construction, Section 1801

⁶⁸ MN/DOT Standard Specifications for Construction, Section 1906

⁶⁹ MN/DOT Standard Specifications for Construction, Section 1808

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

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

⁷¹ Minnesota Statute 177.44, Subdivision 7

⁷² Minnesota Statute 177.44, Subdivision 6

⁷³ Minnesota Statute 177.30(b)

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

⁷⁵ Minnesota Statute 161.315 and Minnesota Statute 609.63

⁷⁶ Minnesota Statute 177.27, Subdivision 8

⁷⁷ Minnesota Statute 177.27, Subdivision 10