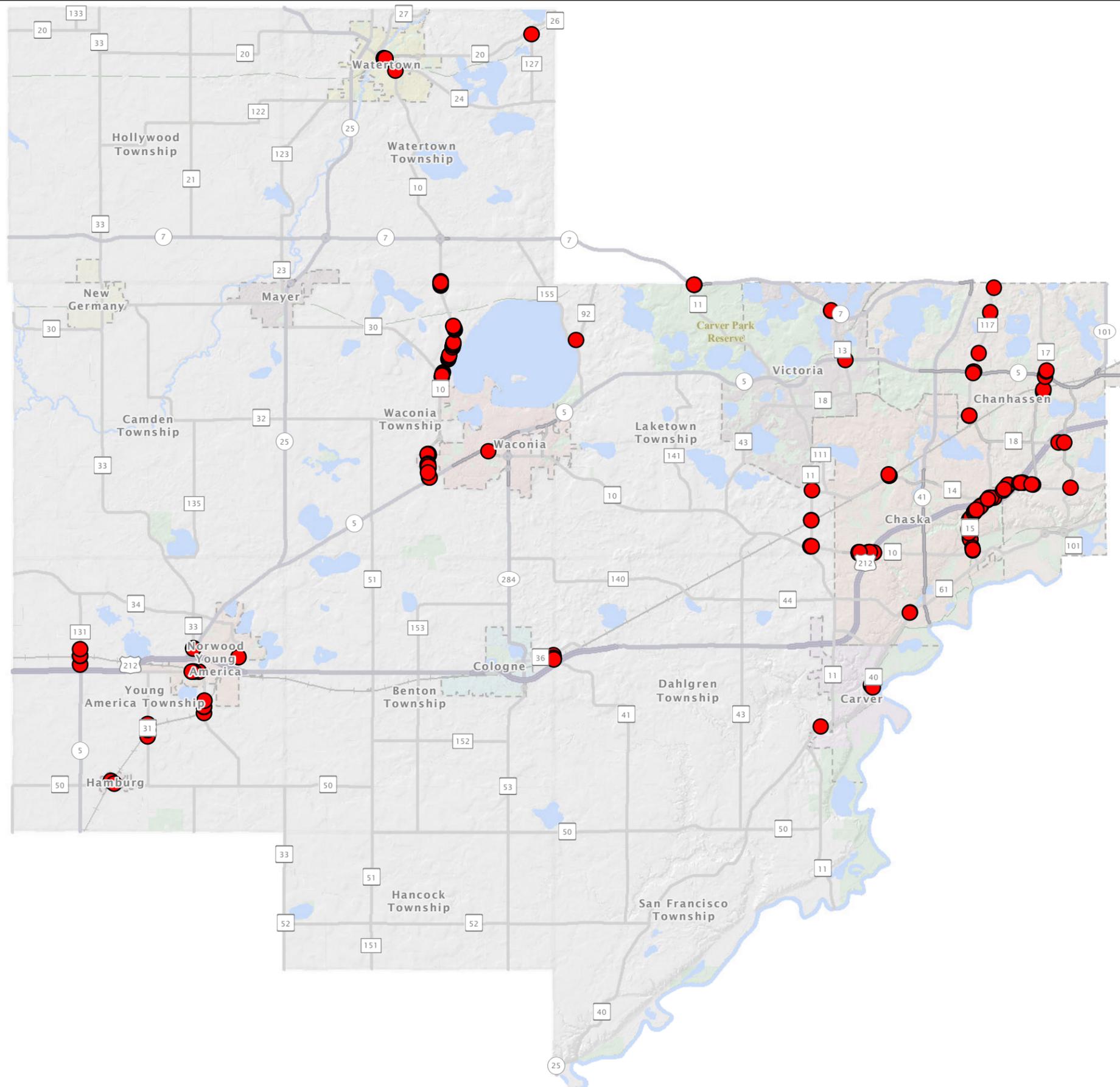
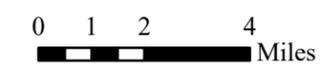


2019 Epoxy Markings Contract



Legend

● Repaint Epoxy



This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

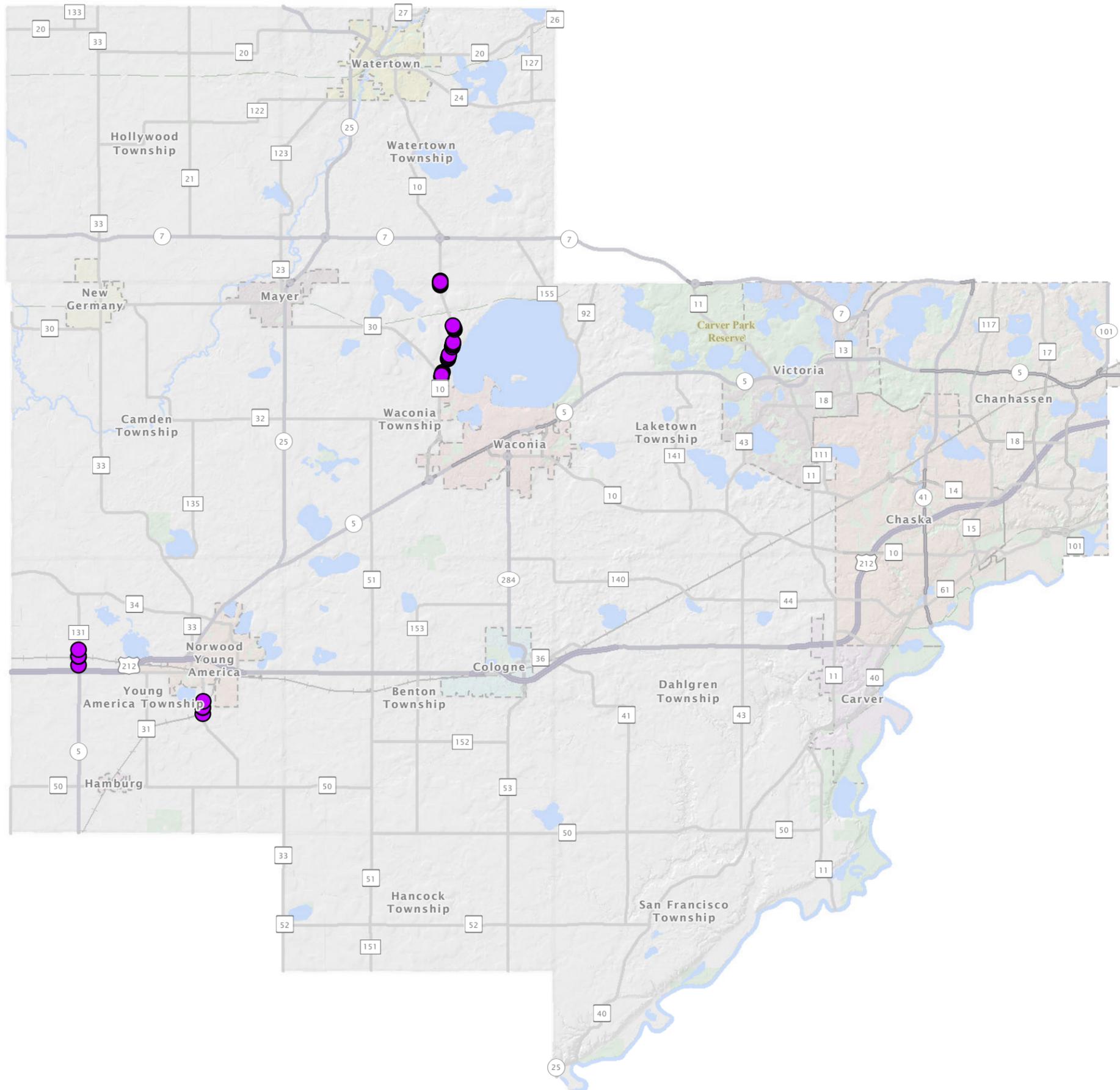


Public Works Division
11360 Hwy 212, Suite 1
Cologne, MN 55322
(952) 466-5200
Created: 4/19/2019

2019 Epoxy Markings Contract

Legend

● Remove Epoxy



This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



Public Works Division
11360 Hwy 212, Suite 1
Cologne, MN 55322
(952) 466-5200
Created: 4/29/2019

Project Proposal

*2019 Application of Pavement Markings
(Hand Work)*

*Carver County
Minnesota*

County Project No. CP 198016-2

Type of Work: Application of Pavement Markings

BID OPENING: Thursday May 23rd, 2019

CARVER COUNTY SOLICITS BIDS

FOR

APPLICATION OF PAVEMENT MARKINGS

RECEIPT AND OPENING OF ELECTRONIC PROPOSALS: Proposals for the work described below will be received at the Public Works Office, Carver County Public Works Department, 11360 Highway 212, Suite 1, Cologne, MN, 55322 until 2:00 PM on **May 23rd, 2019** at which time the bids will be publicly read.

DESCRIPTION OF WORK:

CP 198016-2 County Wide

Major Items Include (approximate quantities listed):

2102.518	PAVEMENT MARKING REMOVAL	SQ FT	1682.00
2582.503	24" SOLID LINE MULTI COMP	LIN FT	708.00
2582.518	PAVT MSSG MULTI COMP	SQ FT	2,280.00
2582.518	CROSSWALK MULTI COMP	SQ FT	5,481.00

BIDDERS PLEASE NOTE:

For **2019 Application of Pavement Markings (Hand Work)** all Plan, Proposal and Addendum related documents that have traditionally been provided in paper form (hard copy), are provided for and made available through electronic download over the internet at:

[WWW.co.carver.mn.us](http://www.co.carver.mn.us) (Look under Bids & RFP).

The Plan, Proposal and Addendums may be examined at the Carver County Public Works Division at 11360 Highway 212, Suite 1, Cologne, MN 55322-8016. Any copies of project documents will be available only through the website address provided above. ***

The Carver County Board of Commissioners reserves the right to reject any and all bids, to waive irregularities and informalities therein and further reserves the right to award the contract in the best interests of the County.

This project will be published on the Carver County Public Works Website:

<https://www.co.carver.mn.us/government/carver-county-requests-for-proposal/>

(Starting Monday April 29th, 2019 and ending Thursday May 23rd, 2019)

BID SUBMITTAL DOCUMENTS:

Bidders shall note that there are several Bid Submittal Documents that are part of the Proposal. The opportunity to acknowledge and digitally sign some of these Bid Submittal Documents will be made available through bidVault.

The Submittal Documents are given specific submittal instructions. If any of the Bid Submittal Documents are not submitted as instructed the department will reject the Proposal. (These Bid Submittal Documents are in addition to the bid to be submitted electronically through bidVault.)

- 1) The following Bid Submittal Documents are included in the project proposal for reference only. These Bid Submittal Documents must be acknowledged and digitally signed through bidVault prior to the bid opening.
 - a. Non-Collusion Affidavit (1 page)
 - b. Responsible Contractor Certification – Attachment A, A-1 (5 pages)
 - c. Affirmative Action Statement/ Human Rights (2 pages)
 - d. Form 21126D (1 page)

These documents will be opened after the bid opening but are required to be submitted prior to the bid opening to confirm that all bid requirements are met.

- 2) Bid Security (Bid Bond or Certified Check) is required. The bid security must be submitted in one of the following ways:

- Submit the original paper bid bond or certified check to Carver County Public Works, 11360 Highway 212, Suite 1, Cologne, MN 55322. It must be received in the Carver County Public Works office prior to the bid opening time and date; OR

- Email a copy of your original paper bid bond or certified check prior to the bid opening time and date. The copy must be emailed to CarverCountyPW@co.carver.mn.us, and, your original signed bid security must be received in the Carver County Public Works office within three (3) days after bid opening.

A Proposal Bond form is included within the project proposal for bidder's reference and for bidders use if needed (3 pages). The original paper bid bond or certified check, or any document needed to fulfill the Bid Security requirements, will only be accepted in the above described methods.

The subject line of the document submittal shall state “**Required Submittals for PR#198016-2**”.

This document along with any required attachments will be opened after the bid opening but are required to be submitted prior to the bid opening to confirm that all bid requirements are met.

DIVISION "S"
Special Provisions

2019 Application of Pavement Markings

Carver County
Minnesota

CP 198016

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



Daniel McCormick, PE
Lic. No. 55137

Date 3-26-2019

DIVISION S

S-1 CONTACT INFORMATION

Questions regarding this Project, including any questions prior to bidding, shall be directed to Carver County Public Works at 952-466-5200.

S-2 AFFIRMATIVE ACTION PROGRAM

It is the policy of the County of Carver not to use public funds to further any violation of state or federal equal employment opportunity laws. Bidders shall express their intent by submitting a signed Affirmative Action Statement with their bid. Failure to submit signed statement may disqualify a bidder.

S-3 RESPONSIBLE CONTRACTOR

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 SUMITTED 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 vehicle.

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 criteria.

S-4 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-5 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1212 are modified with the following:

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

1212 OPENING OF PROPOSALS

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

S-6 (1302) AWARD OF CONTRACT

The provisions of 1302 are hereby supplemented by the following:

S-6.1 The first sentence of the first paragraph is hereby deleted and the following substituted therefore:

The Award of Contract, if it be awarded, will be made within 60 calendar days after the opening of proposals to the lowest responsible bidder who complies with all prescribed requirements.

S-6.2 The right is reserved to reject any or all proposals and to waive any informalities.

S-6.3 The bidder shall furnish proof that he is in compliance with Minnesota Statutes Section 363A.36.

S-6.4 Carver County reserves the right to delete a project, and/or portions of a project, from the contract after reviewing the bids received with no cost adjustments being made to the overall bid.

S-7 (1305) REQUIREMENT OF CONTRACT BOND

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

S-7.1 The contracting authority shall require for all contracts less than or equal to five million dollars (\$5,000,000.00), that the aggregate liability of the payment and performance bonds shall be twice the amount of the contract. All contracts in excess of five million dollars (\$5,000,000.00) shall have an aggregate liability equal to the amount of the contract.

S-8 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL

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

- the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- the "Minnesota Temporary Traffic Control Field Manual";
- the Speed Limits in Work Zones Guideline;
- the Minnesota Flagging Handbook;
- the MnDOT Standard Signs and Markings Manual;

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

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

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

S-8.1 TRAFFIC CONTROL

(A) If traffic control layouts are not present in the Plan, or if the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least seven days prior to the start of construction. The Contractor does not need to submit layouts that can be found in the Field Manual. All other layouts that are not found in the plan or Field Manual shall be submitted. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

(B) The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade ballasts that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

The Contractor shall furnish names, addresses, and phone numbers of at least three individuals responsible for the placement and maintenance of traffic control devices. These individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The Contractor shall submit required information to the Engineer at the Pre-construction Conference.

(C) The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with **the Traffic Control Layouts**, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.

The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

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

(D) The person performing the inspection in paragraph (C) above shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection.

The Contractor shall provide copies of the inspection logs on a weekly basis on a day of the week determined by the Engineer. Additionally the Engineer may request copies of the logs at any time he deems necessary. **If the Contractor is negligent in providing the inspection logs on the predetermined weekly date or at the Engineer's request, the Contractor shall be subject to a daily charge assessed at a rate of \$250.00 per day for each day or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(E) If, at any time, the Contractor fails to, in a timely manner, properly furnish, install, maintain or remove any of the required traffic control devices, the Department reserves the right to correct the deficiency. **Each time the Department takes such corrective action, the costs thereof, including mobilization, plus \$5,000 will be deducted from monies due or coming due the Contractor.**

S-8.2 GENERAL REQUIREMENTS

(A) All portable sign assemblies shall be perpendicular to the ground. No roll-up signs will be allowed unless authorized by the Engineer. No traffic control device (signs, channelizing devices, arrow boards, etc.) shall be weighted so they become hazardous to motorists and workers. The approved ballast system for devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. During freezing conditions, the sand for bags shall be mixed with a deicer to prevent the sand from freezing. The sandbags shall be placed and maintained at the base of the traffic control device to the satisfaction of the Engineer.

When signs will remain in the same location for more than 30 consecutive days the signs shall be post mounted according to the Typical Temporary Sign Framing and Installation Detail Sheet found in the Plan or these Special Provisions. This does not include portable signs which are set up and taken down at the beginning and end of each work shift.

(B) When signs are installed, they shall be mounted as detailed in the MN MUTCD. **When signs are removed, the sign posts and stub posts shall also be removed from the Right of Way within two weeks or the Contractor shall be subject to a daily charge assessed at a rate of \$100.00 per day for each day or portion thereof. Posts left in place for future use or removal at a later date shall be properly delineated at no additional cost.**

(C) All temporary rigid signs shall be fabricated with an approved retroreflective sheeting material of the appropriate color, and be listed under the Approved/Qualified Products List (APL/QPL) 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)”. Inplace signs that still apply during temporary operations need no change in sign sheeting.

Temporary rigid signs shall have an easily identifiable marking on the face to make the identification of approved retroreflective sign sheeting. This marking verifies that the sign sheeting has been approved for temporary rigid signs. Temporary rigid signs four square feet and less in size, all barricades, and route markers will be exempt from this marking. Refer to the instructions for the marking of temporary signs that are on the APL or directly at the following link: <http://www.dot.state.mn.us/products/signing/pdf/typelabel.pdf>.

The sheeting materials APL/QPL, including the retroreflective sheeting types, is located at <http://www.dot.state.mn.us/products/signing/sheeting.html>.

(D) **The Contractor shall provide protective devices necessary to protect traffic from excavations, drop-offs, falling objects, splatter or other hazards that may exist during construction. This work shall be incidental.** The Contractor will not be allowed to suspend material, equipment, tools and personnel over traffic unless a lane closure is established below. Lane closures required for protection of traffic from excavations, suspended materials, equipment, tools, and personnel are incidental.

(E) The Contractor will not be permitted to park vehicles or construction equipment in a location that obstructs any traffic control device. The parking of workers' private vehicles will not be allowed within the Project limits unless so approved by the Engineer.

(F) **High Visibility Apparel**

All workers within the road Right-of-Way who are exposed to either traffic or to construction equipment shall wear reflectorized high-visibility safety apparel.

High-visibility safety apparel means personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and meets the minimum performance ANSI/ISEA 107-2004 (or ANSI/ISEA 107-2010) Performance Class 2 requirements. ANSI/ISEA 107-2015 Type R, Performance Class 2 is also acceptable. This information can be found in the publication entitled “American National Standard for High-Visibility Safety Apparel and Accessories”

Additional Requirements: ANSI/ISEA 107-2004 (or ANSI/ISEA 107-2010) Performance Class 3 requirements. ANSI/ISEA 107-2015 Type R, Performance Class 3 is also acceptable. The Class 3 requirements shall be met by wearing a Class 2 or Class 3 vest, shirt, or jacket; as well as Class E pants. Clothing shall have an attached original label indicating the Performance Class.

- **Flaggers**– In addition to an ANSI Class 2 vest, shirt, or jacket, flagger shall wear high visibility Class E long pants and a hat.
- **Nighttime and Low Light Conditions** – All workers working at night or in low light conditions shall wear high visibility Class E long pants in addition to an ANSI Class 2 vest, shirt, or jacket and retro-reflective headgear

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 contiguous 360 degree visibility. If a worker's high-visibility apparel becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel, the apparel shall be removed from service and replaced with new apparel.

The Contractor will be subject to a non-compliant charge for failure to adhere to the clothing requirements as listed above. Non-compliance charges, for each incident, will **assessed at a rate of \$500.00 per incident** that the Engineer determines that the Contractor has not complied.

S-8.3 VEHICLE WARNING LIGHT SPECIFICATION

All Contractors, subcontractors' and suppliers' mobile equipment, operating within the limits of the Project with potential exposure to passing traffic, including roads that are open to local traffic only shall be equipped with operable warning lights that meet the appropriate requirements of the SAE specifications. This also includes any vehicle that enters the traveled roadway at any time. 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.

Lights shall be mounted so that at least one light is visible at all times from a height of 3.5 feet and from a 60 foot radius about the equipment. In order to meet the 360 degree at 60 foot radius requirements supplemental lighting may be used. All supplemental lights must be SAE Class 1 certified. This specification is to be used for both day and night time operations. Providing warning lights for contractors', subcontractors', and suppliers' mobile equipment shall be incidental. These warning lights shall also be operating and visible when a vehicle decelerates to enter a construction work zone and again when a vehicle leaves the work zone and enters the traveled traffic lane.

Non-compliance with the above requirements will be **assessed a rate of \$100.00 per incident** that the Engineer determines that the Contractor has not complied.

(A) 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. Requests for temporary lane closures shall be made at least 24 hours prior to such closures. When a temporary lane closure is used by the Contractor, the closure shall be incidental.

(B) Temporary lane closures or other traffic restrictions will only be permitted between the official hours of sunrise and sunset. **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. The Engineer will have the right to lengthen, shorten, or otherwise modify the foregoing periods of restrictions as actual traffic conditions may warrant. **If the Contractor is negligent in adhering to the established time schedules, he shall be subject to an hourly charge assessed at a rate of \$500.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(C) Unless otherwise approved by the Engineer, any temporary lane closure that is adjacent to traffic, and is extending to or beyond 1000 feet shall have a minimum of one Type III barricade or three drums, placed in the closed lane for every 1000 feet of extension. In attended work zones in place for 12 hours or less, three cones may be used to meet this requirement. Any lane closure that is adjacent to traffic and in place three days or more, shall use the Type III barricade only.

(D) All lane closures shall have Drum (Type B) Channelizers with florescent reflectorized sheeting in the lane closure taper and in any shifts in traffic alignment.

(E) Short Term Duration 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) When working on the shoulder or median the Contractor shall only perform this work using a lane closure on mainline and adhering to the above lane closure restrictions.

(G) No center lane closures will be permitted. Only double lane closures as shown in the Field Manual will be allowed at the times as directed by the Engineer. This may require night lane closures if traffic volumes warrant.

(H) The Contractor shall maintain a minimum of 1.25 miles between temporary lane closures, except if allowed by the Engineer.

(I) **Flashing Arrow Boards**

The Contractor shall provide one vehicle or trailer mounted flashing arrow board for each lane of each work area where traffic is restricted. The arrow board shall meet the requirements of the MN MUTCD, and be on the Temporary Traffic Control Electronic Equipment Approved/Qualified Products List for “Flashing Arrow Boards” found at: <http://www.dot.state.mn.us/products/temporarytrafficcontrol/tccelectronicquipment.html>. The flashing arrow board shall be equipped with a light that is visible to personnel in the work area to indicate that the unit is in operation. Providing arrow boards for work areas where traffic is restricted shall be incidental.

It is imperative that the Contractor continually operate each Flashing Arrow Board at maximum legibility. Many factors, such as mechanical problems, insufficient charging, incorrect intensity settings, or other factors can degrade performance.

The Flashing Arrow Board shall be stored beyond the clear zone distance when not in use. When placed on the shoulder, the arrow board shall be delineated according to Layout 7 (Partial Shoulder Closure) in the Field Manual, as determined by the Engineer.

When not being actively used as a traffic control device, the Flashing Arrow Board shall be stored beyond the clear zone distance. **Non-compliant charges, for each incident, will be assessed at a rate of \$500.00 per incident that the Engineer determines that the Contractor has not complied.**

S-8.4 FLAGGER TRAINING AND REQUIREMENTS

(A) Any person acting as a flagger on this Project shall have attended a training session taught by a Contractor's qualified trainer. The Contractor's qualified trainer shall have completed a "MnDOT Flagger Train the Trainer Session" in the five years before the start date of this Contract and shall be on file as a qualified flagger trainer with the Department. The Flagger Trainer's name and Qualification Number shall be furnished by the Contractor at the pre-construction meeting. The Contractor shall provide all flaggers with the MnDOT Flagger Handbook and shall observe the rules and regulations contained therein. This handbook shall be in the possession of all flaggers while flagging on the Project. The Contractor shall obtain handbooks from the Department. Flaggers shall not be assigned other duties while working as authorized flaggers. The "Checklist for Flagger training" form shall be furnished to the Engineer any time a new flagger reports to work on the Project. The "Checklist for Flagger Training" form is found at: <http://www.dot.state.mn.us/const/wzs/documents/flaggertrainingchecklist.pdf>.

See Section S-11.7 (FLAGGER) of these Special Provisions for specific requirements, measurement, and payment information.

Flaggers shall wear high visibility retroreflective safety vests, pants and hats at all times while actively flagging on the Project. High visibility apparel shall also comply with current Minnesota OSHA Rules 5207.0100 and 5207.1000.

The Contractor shall keep the separation distance between the last sign in the "flagger ahead" signing sequence and the actual flagger to the amount shown in the Field Manual, whenever it is practical. The maximum separation distance allowed from the signs to the flagger shall be one mile. The Contractor shall use multiple flagger signing set-ups or continuously move the signing for moving flagging operations to keep within the distance limit. The "flagger ahead" signing sequence shall not be in place when flagging operations are not in effect.

All signs associated with the flagging operation must be removed or covered when flagging operations are not present.

The Contractor will be subject to a non-compliant charge for failure to adhere to the requirements listed in this Section 0. These requirements include: providing two-way radios for flaggers, properly attired flaggers, flagging operation length requirements, and distance limit between the flagger and the last sign in the flagger sequence, and removing or covering flagger signs when flagging operations are not active. **Non-compliance charges, for each incident will be assessed at a rate of \$500 per incident that the Engineer determines that the Contractor has not complied.** The charges may be assessed equally, separately, and may be assessed concurrently.

The Contractor shall coordinate the flagging operations in a manner that causes as little delay to the traveling public as possible, and at no time shall the delay exceed **10 minutes**. In the event that the Contractor is unable to meet the maximum delay requirements, operations shall shut down until such time a new traffic control plan is developed which does meet the maximum delay requirement.

If hauling operations create hazards for the traveling public, the Contractor will be required to provide additional flaggers, as directed by the Engineer. Providing additional flaggers for hauling operations that create hazards for the traveling public shall be incidental.

S-8.5 SIGNAL AND LIGHTING SYSTEMS

The Contractor shall not interfere with the operation of any traffic signal system, except as required by the Contract. The Contractor shall notify the Engineer at least 24 hours prior to beginning any work that will interfere with any traffic signal system or its detectors.

S-8.6 MAINTENANCE AND STAGING OF TRAFFIC CONTROL

- (A) The Contractor shall maintain a lane width of not less than 11 feet in each direction. In no case shall traffic be allowed or forced onto the shoulders as a result of the Contractors operations without prior approval of the Engineer. **During the time of lane, speed, and pilot car restrictions, the Contractor's equipment shall follow in line and use the roadway in a manner similar to all other through traffic.**
- (B) The Contractor may ban parking within the construction limits. All necessary signing is the responsibility of the Contractor and shall be installed, as directed by the Engineer, 24 hours prior to the parking ban. The Contractor shall remove that signing as soon as the work in the area has been completed.

The Contractor shall notify the City of **Norwood Young America**, phone number **952-467-1830** at least 24 hours prior to posting any parking ban within the City.

The Contractor shall notify the City of **New Germany**, phone number **952-353-2488** at least 24 hours prior to posting any parking ban within the City.

S-8.7 MEASUREMENT AND PAYMENT

All traffic control required under this Contract shall be incidental.

S-9 (1505) COOPERATION BY CONTRACTOR

The provisions of MnDot 1505 are supplemented as follows:

- S-9.1** A separate contract for Seal Coating is currently in progress on and near this project.
- S-9.2** Notices to proceed for all items other than removals will be issued when the roadway is prepared and ready after Sealcoating and crack filling operations
- S-9.3** Roads identified to have Seal Coat Pavement Markings shall not be started until notice to proceed is given.

S-10 (1506) SUPERVISION BY CONTRACTOR

Supervision by Contractor shall be in accordance with the provisions of 1506 and the following:

S-10.1 The Contractor's Superintendent will be required to attend weekly construction meetings which will be conducted at the construction site. The Contractor will not substitute any other person to attend these meetings in place of the officially designated superintendent unless in case of extreme emergency. The day and time of any such meetings will be scheduled by the Engineer and these meetings may be conducted throughout the duration of the project, if deemed necessary by the Engineer. These meetings shall be for the purpose of discussing construction problems, scheduling, expediting, etc.

S-11 (1511) INSPECTION OF WORK

The first paragraph of MnDOT 1511 Inspection of Work shall be deleted and replaced with the following:

The Engineer may inspect Materials and the Work. The Contractor shall provide the Engineer or the engineer's representative access to the Work, information, and assistance necessary to conduct a complete inspection. The Contractor shall notify the Engineer at least 48 hours before each construction activity commences. The Contractor shall notify the Engineer immediately of any changes in the schedule. These provisions will be strictly adhered to.

The provisions of MnDOT 1511 Inspection of Work will be strictly adhered to.

S-12 (1603) MATERIALS: SPECIFICATIONS, SAMPLES, TESTS, AND ACCEPTANCE

The provisions of 1603 are supplemented as follows:

1603.2 SAMPLING AND TESTING

The first paragraph is hereby deleted and replaced with the following:

Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) "Schedule of Materials Control – Local Government Agency" (SMC-LGA). The SMC-LGA establishes the size of samples and the minimum rate of testing. The SMC-LGA references the 2016 MnDOT Standard Specifications for Construction and does not set contract requirements for the material.

S-13 (1701) LAWS TO BE OBSERVED

Construction operations shall be performed in accordance with the provisions of 1701 and the following:

- S-13.1** Carver County Zoning Ordinances require a conditional use permit for the extraction of sand, gravel, or other material from the land in the amount of four hundred (400) cubic yards or more and removal from the site. This permit would be necessary only for material sources outside of the construction area.
- S-13.2** Specific requirements of the conditional use permits can be obtained from the Carver County Zoning Office in Chaska, Minnesota (Telephone 952-361-1820). The cost of any required permits will be considered to be incidental and no direct compensation will be made therefore.
- S-13.3** All city ordinances including, but not limited to, those activities that regulate noise and construction activity for the City of Norwood Young America, City of Chaska, City of Victoria, and the City of Chanhassen will be strictly enforced. Under this contract, prior to performing a task that violates city ordinances; the contractor shall supply to the County Engineer written approval by city officials authorizing the activity within the affected city.
- S-13.4** Prompt payment to subcontractors and material suppliers is required by Minnesota Statutes. See the “Notice to Bidders” regarding Prompt Payment which is attached to the Contract Documents.

S-14 INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the County’s liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- a. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

- \$3,000,000 Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,500,000 Personal Injury and Advertising Injury
- \$1,500,000 Each Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

The policy should be written on an “occurrence” basis and not a “claims-made” basis.

- b. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- c. Professional Liability Insurance (when required) in the minimum amount of \$1,500,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by the Contractor, the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per Wrongful Act or Occurrence
- d. Excess Umbrella Liability Policy in the amount of \$1,500,000 will be additionally required if any of the above policies have lower limits than stated.
- e. Worker’s Compensation Insurance.
- f. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas except Worker’s Compensation and Professional Liability.

S-15 (1801) SUBLETTING OF CONTRACT

REVISED 6/4/15

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-15.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

S-16 COMPLIANCE WITH TAX LAW REQUIREMENTS

The Department cannot make final payment to the Contractor until the Contractor demonstrates that it and all 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: www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx.

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.

S-17 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The Department will determine Contract Time in accordance with the provisions of MnDOT 1806 and the following:

S-17.1 This Contract allows for a starting date of **June 10th, 2019**. However the Contractor may not start construction operations prior to Contract Approval. The Contractor must notify the Engineer, in writing, at least 3 days prior to the selected date

S-17.2 Contractor must complete **all Work** to meet the requirements of 1516.2 (Project Acceptance) under this contract before **September 28, 2019**

S-17.3 In addition to the other Contract Time requirements, the Contractor shall not begin **Pavement Marking Removals** before June 10th, 2019. All pavement marking removals shall be complete by **June 17th 2019**

S-17.4 The contractor must not perform work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal holiday. The Contractor may request exceptions to the requirement. Exceptions must be approved in writing by the Engineer.

S-18 (1807) FAILURE TO COMPLETE WORK ON TIME

S-18.1 The Department will deduct liquidated damages from the money due the Contractor for each calendar day that the Work remains incomplete after the 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-18.2 The Department will assess the Contractor a monetary deduction in an amount equal to **\$500** for each calendar day that any of the work specified in Section S-1806 (DETERMINATION AND EXTENSION OF CONTRACT TIME) of these Special Provisions remains incomplete after the expiration of the working period provided therefor.

S-19 (1903) COMPENSATION FOR INCREASED OR DECREASED QUANTITIES

The provisions of 1903 are modified as follows:

S-19.1 The contract is established as a unit-price contract. Payment shall be made based upon actual work as measured in the field and shall be considered as compensation in full for work acceptably completed. The Department reserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the Contract for any items because of any increases, reduction or deletion.

S-20 (1906) PARTIAL PAYMENTS

Partial payments shall be in accordance with the provisions of 1906 and the following:

S-20.1 The Owner shall pay to the Contractor an amount not to exceed 95% of the total amount earned under the Contract and shall be subject to the approval of the Engineer and the Owner. However, when the completed Work required under the Contract is 95% or more, and upon the recommendation of the engineer, such portion of the retained money may be released as the Engineer determines are not required to be retained to protect the Owner's interest in the satisfactory completion of the Contract.

S-21 (2582) PAVEMENT MARKINGS

The provisions of MnDOT 2582 are hereby modified and/ or supplemented with the following:

S-21.1 The Contractor shall be responsible for pavement marking related activities such as, but not exclusive to, collecting data from in place lines and marking permanent marking alignments. This shall also include any lane closures or traffic control necessary to complete these projects safely. County personnel will assist in the location of gores, messages, and tapers for permanent pavement marking alignments. County personnel shall be given 24 hours' notice to provide this assistance.

The Contractor shall be responsible for the location and placement of temporary pavement markings. County personnel will be available to assist in the spotting of transition areas, gores, messages, and tapers, and shall be given 24 hours' notice to provide this assistance.

S-21.2 **The Contractor shall provide copies to the Engineer of material certifications from the materials manufacturers and verification that the material has been quality control tested and approved by the MnDOT Laboratory. All material certifications and verifications shall be provided to the Engineer before construction operations begin.** Partial payment shall not be made until all certifications and verifications are submitted to the Engineer showing the material meets the specifications attached to these Special Provisions.

S-21.3 MnDOT 2582.3B6 is here by supplemented with the following:

For ground-in pavement marking applications, the Contractor shall apply the permanent pavement markings the same day when the pavement is grooved. **Failure to comply shall result in a \$1,000 per day penalty for every calendar day after the grooving started.**

S-21.4 MnDOT 2582.3F.2 is hereby deleted and replaced with the following:

The Contractor is required to fill out the ‘Carver County Daily Striping Log’, and submit to the Engineer, showing the length of pavement markings applied for each highway segment. The Contractor will indicate the termini of each road segment that is striped by using a definable reference. This would normally be an intersecting roadway. The striping log forms shall be submitted to the Engineer for each day of work. **Partial payments shall not be made until the respective striping log forms are submitted to the Engineer.**

S-21.5 MnDOT 2582.5 Basis of Payment is modified as follows:

The Contract unit price for pavement markings includes the cost of materials, installation, traffic control, surface preparation and primers as required by the contract.

The Contract unit price for retroreflectivity evaluation includes all costs incurred in materials, equipment, labor, traffic control and time as required by the contract.

The Department will pay for pavement markings on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2102.518	PAVEMENT MARKING REMOVAL	Square Foot
2582.503	24" SOLID LINE MULTI COMP	Linear Foot
2582.503	PAVT MSSG MULTI COMP	Square Foot
2582.503	CROSSWALK MULTI COMP	Square Foot

S-22 RESERVATION

In order to operate within the limits of available funding and in response to other construction activity, Carver County reserves the right to delete segments of this Contract.

END OF DIVISION S

I, We, fully intend to comply with the standards of equal employment and anti-discrimination as cited in the Civil Rights Act of 1964, as amended in 1972 by the Equal Employment Opportunity Report.

Signed

Title

(Signed copy must accompany proposal).

TO THE
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1969, and
(Check one of the two lines, 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.

Signature of Bidder

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, Room 60, State Office Building, St. Paul, Minnesota, Telephone (651) 221-2931.

NON-COLLUSION AFFIDAVIT

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

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

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

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

(1) that I am the authorized representative of _____

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

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

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

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

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

Signed: _____
(bidder or his authorized representative)

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

COUNTY PROJECT 198016-2

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

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

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

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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

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

Subd. 5a. **Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

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

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

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

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

COUNTY PROJECT 198016-2

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

COUNTY PROJECT 198016-2

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:	
All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

MINNESOTA DEPARTMENT OF TRANSPORTATION
NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

Do not use suspended or debarred parties as subcontractors or material suppliers on this project.

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors when submitting a bid and when submitting a request to sublet.

State Suspensions and Debarments.

To review the list of parties suspended and debarred by the State of Minnesota, go to this website: <http://www.mmd.admin.state.mn.us/debarredreport.asp> . This list includes parties suspended and debarred by the Minnesota Department of Transportation and the Minnesota Department of Administration.

Federal Suspensions and Debarments.

The federal government maintains a website listing suspended and debarred parties. You do not need a username or password to use the search functions on the website. You can either search for specific entity names, or see a list of parties suspended and debarred by the Federal Highway Administration.

To search the status of a particular vendor, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the "Search Records" icon.

Next, enter the potential subcontractor or supplier's name in the "Quick Search" box and click the "search" button.

To view a list of all entities suspended or debarred by the Federal Highway Administration, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the "Search Records" icon.

Next, click on the "Advance Search – Exclusion" tab.

Next, click on the "single search" icon and a search form will pop up.

Next, go to the "Agency" field on the search page and select "Federal Highway Administration" from the drop-down list.

Next, click the "search" button, and the list of suspended and debarred parties will appear.