



CITY OF MARSHALL  
PUBLIC WORKS DIVISION  
344 West Main Street  
Marshall, MN 56258-1313  
Phone: 507-537-6773

# PROJECT MANUAL

## **PROJECT ST-002-2025 2025 BITUMINOUS RESURFACING ON VARIOUS CITY STREETS**

Electronic Bids to be Received:  
Thursday – March 4, 2025  
10:00 A.M. (Local Time)

**PROJECT MANUAL**

**for**

**PROJECT ST-002-2025**  
**2025 BITUMINOUS RESURFACING**  
**ON VARIOUS CITY STREETS**

**CITY OF MARSHALL, MINNESOTA**

I hereby certify that the plans and special provisions for this project were prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: \_\_\_\_\_  
Jason R. Anderson, P.E.  
License No. 53322

# INDEX

## CONTRACT DOCUMENTS

### PROJECT MANUAL:

- Cover Page
- Certification
- Index
- BidVAULT Information for Bidders
- Letter to Council
- Advertisement for Bids
- Notice to All Bidders – Schedule of Materials Control and NPDES Permit
- Notice to All Bidders – Bid Rigging
- Notice to All Bidders – Suspensions and Debarments
- Notice to All Bidders – Prompt Payment to Subcontractors
- Division S – Special Provisions
- Contract Item Tabulation
- Non-Collusion Affidavit
- Responsible Contractor Certification
- Waiver and Release of Lien

### PROJECT PLAN DRAWINGS:

Twenty-two (22) sheets numbered 1 through 22

**BidVAULT Information for Bidders**

1. The Bid Documents that must be submitted electronically through BidVAULT as part of the bid are the Project Manual and Plan Drawings, Form 21126D, Responsible Contractor Certification, Non-Collusion Declaration, and Human Rights Certificate. The required Bid Bond is also available for electronic submittal through BidVAULT by using Surety2000 or InSure Vision. If you do not use Surety 2000 or InSure Vision, your paper bid bond must be received in (or a copy emailed to) the Public Works office prior to the bid opening time and date. If emailed, it must be emailed to [PWBid@ci.marshall.mn.us](mailto:PWBid@ci.marshall.mn.us).
2. A Bid is considered complete when the items listed above are properly completed and submitted. By completing Form 21126D, the bidder acknowledges that all requirements included in the hard copy proposal, addenda, amendments, plans, standard specifications, and supplemental specifications are part of this bid and contract.
3. Each Bidder by making a Bid represents that they have read and understand the Proposal and the Bid is made in accordance therewith and is in substantial compliance with the Proposal.
4. Bidders shall promptly notify the Public Works Department of any ambiguity, inconsistency or error which they may discover upon examination of the Proposal requiring clarification or interpretation.
5. All Bids shall be submitted electronically through BidVAULT and shall be identified with the appropriate Bid name indicated on the Title Sheet with the Bidder's name and address.
6. The cost to submit a bid is \$25 plus a 3<sup>rd</sup> party payment processing fee. This cost must be paid when the Contractor requests a bid key. This fee is administered and collected directly by RTVision.
7. All Bids must be accompanied by a certified check or Bidder's bond in the amount of ten percent (10%) of the amount of the Bid, made payable to the City of Marshall, pledging that the Bidder will faithfully execute the terms of the Bid.
8. No Bid may be withdrawn within ninety (90) days after the scheduled closing time for receipt of Bids without consent of owner.
9. Minnesota Statutes, Chapter 363, Human Rights shall be complied with by completing the attached Human Rights Certificate.
10. The Owner reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid received.
11. It is the intent of the Owner to accept the lowest responsible Bid provided it has been submitted in accordance with the Proposal and Bidding Documents, is judged to be reasonable and does not exceed the funds available.

**Electronic Bid Information**

**Also refer to the Guide in BidVAULT – Available online at**

**<https://rtvision.atlassian.net/wiki/spaces/ONE/pages/12091421/Contractor+Guides>**

**Official Time and Date-** The official time and date is the time and date displayed in BidVAULT. Your electronic bid is not officially signed until you have approved it by clicking on the "Approve" button and receive the "Success: You have approved your bid" message.

**Other Required Bid Documents for Electronic Bidding -**"Bid Documentation" are those documents other than the electronically submitted bid form, such as the Title Sheet of Proposal, Responsible Contractor Certification, Form 21126D, Non-collusion, Human Rights Certificate, and (CM 32-34 if federal project). The project Bid Documentation must be completed with electronic signature and submitted through BidVAULT. The Bid Documents should be completed early in the process.

A bidder may submit a bid bond electronically if you use Surety2000 or Insure Vision. If you do not use Surety 2000 or InSure Vision, your paper bid bond must be received in (or a copy emailed to) the Public Works office prior to the bid opening time and date. If emailed, it must be emailed to [PWBid@ci.marshall.mn.us](mailto:PWBid@ci.marshall.mn.us). If you do not use Surety 2000 or InSure Vision, your original bid security (bid bond or certified check) with original signatures must be submitted to the Public Works office within five (5) days after bid opening.

**Electronic Bid Withdrawal -** To rescind an electronic bid, click "Withdraw Bid Button" in BidVAULT under "My Bids" section. If you wish to withdraw your electronic bid, it must be withdrawn prior to the bid opening time and date.

Bid results will be posted on the City of Marshall Public Works eGram site soon after the bid opening time.

**Addenda Require That You Re-Approve Your Bid -** If any addenda are issued for this project, your electronic bid must be re-approved by clicking on the "Approve" button and receiving the "Success: You have approved your bid" message. You must also agree that you have viewed and read the addenda.

Your Electronic bid is signed with a PIN number you receive from ConneX. If your PIN number does not work and you cannot sign your bid please go to ConneX and click on the "Re-issue Pin option". If you still have problems, please call 1-320-632-0760 RTVision or email [support@rtvision.com](mailto:support@rtvision.com).

**To City of Marshall City Council:**

According to the advertisement of the City of Marshall inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the Public Works Department office:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903 and 1402, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.

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

(I)(We) further propose to furnish a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Marshall.

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

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Marshall all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

**ADVERTISEMENT FOR BIDS**  
**Marshall, Minnesota****TO WHOM IT MAY CONCERN:**

The City of Marshall, Minnesota will receive **electronic bids only** via BidVAULT until 10:00 a.m. (local time) on Tuesday, March 4, 2025, for the following project in MARSHALL, MINNESOTA:

**PROJECT ST-002-2025**  
**2025 BITUMINOUS RESURFACING ON VARIOUS CITY STREETS**

Estimated quantities of major work items for the project are as follows:

TYPE SP 9.5 WEARING COURSE MIX (3,B)	3,083 TON	REMOVE PAVEMENT	2,049 SF
MILL BITUMINOUS SURFACE	27,861 SY	4" CONCRETE WALK	126 SF
CONCRETE CURB & GUTTER DESIGN B618	660 LF	6" CONCRETE WALK	1,381 SF

Immediately following expiration of the time for receiving bids, the City Clerk and Director of Public Works/City Engineer or their designee will publicly open bids via Zoom video conferencing. The link for the Zoom video conference is <https://us02web.zoom.us/j/82099052396>.

Those unable to join via video conference may dial into the conference via phone using the following information:

Phone: 312-626-6799

Meeting ID: 820 9905 2396

Bid results will be posted to the City of Marshall eGram website at <https://egram.ci.marshall.mn.us> immediately following bid opening.

All bidders are required to become acquainted with the extent of the work and the conditions under which the work will be performed.

All bids shall be made electronically via BidVAULT and shall be accompanied by a cash deposit, cashier's check, bid bond or certified check, payable to the order of the City for not less than 10% of the bid. Instructions on submitting a bid electronically via BidVAULT can be found at the following:

<https://rtvision.atlassian.net/wiki/spaces/ONE/pages/12091421/Contractor+Guides>.

**The cost to submit a bid is \$25 plus a 3rd party payment processing fee.**

The City Council reserves the right to reject any or all bids or any part of any bid, to waive minor defects, technicalities, or any informalities in the bidding or to advertise for new proposals, and to accept that bid deemed to be in the City's best interest.

Plans and Specifications are on file at the Office of the City Engineer in the Marshall City Hall located at 344 West Main Street, Marshall, MN 56258, telephone: 507-537-6773. Vendors who desire specifications may secure them from the City Engineer. Copies of the plans and specifications will be furnished on request to any prospective bidder upon a deposit of \$150.00 (non-refundable) made payable to the City of Marshall or downloaded through eGram at <https://egram.ci.marshall.mn.us>. Prospective bidders must register as a Plan Holder to download plans and specifications.

The bids and the responsibility of the bidders will be considered by the City Council at 5:30 P.M. on Tuesday, March 11, 2025, at Marshall City Hall located at 344 West Main Street, Marshall, MN.

No bidder may withdraw his bid for at least 90 days after the scheduled closing time for the receipt of bids.

Steven Anderson  
City Clerk

Published in the *Marshall Independent* on February 7, 2025 and February 14, 2025.

Published on the City of Marshall website February 7-March 4, 2025.

Published on the Mn/DOT eAdvert website February 7-March 4, 2025.

Published on eGram February 7-March 4, 2025.



## Notice to Bidders

The following specifications are required by this contract and are available by request at City of Marshall Engineering Department and via the internet at the sites listed below:

### **2024 SALT Schedule of Materials Control**

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

<http://www.dot.state.mn.us/stateaid/construction.html>

by selecting "2024 SALT schedule of materials control (PDF)" under Resources, Materials.

### **NPDES – Stormwater Permit for Construction Activity** **(Issuance Date August 1, 2023)**

This contract requires strict adherence to the NPDES – Storm Water Permit for Construction Activity. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the NPDES – Storm Water Permit for Construction Activity are available by request from City of Marshall Engineering Department or via the internet at

<https://www.pca.state.mn.us/water/construction-stormwater> and by selecting the "2023 NPDES/SDS permit for construction activity" under the Permit and program forms section.

**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.

## NOTICE TO BIDDERS

Minnesota Statutes require prompt payment to subcontractors:

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

Subdivision 1. **Definitions.** For the purposes of this section, the following terms have the meanings here given them.

. . . (d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the Metropolitan Council or any board or agency created under chapter 473.

. . . Subd. 4a. **Prompt payment to subcontractors.** Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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

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

## DIVISION S – SPECIAL PROVISIONS

### ST – 002 – 2025: 2025 BITUMINOUS RESURFACING PROJECT

Section No.	Item	Page No.
S-1	CONTACT INFORMATION .....	14
S-2	GOVERNING SPECIFICATIONS .....	14
S-3	COMPLIANCE WITH TAX LAW REQUIREMENTS .....	14
S-4	MINNESOTA SURETY DEPOSIT LAW .....	14
S-5	GUARANTEE .....	15
S-6	COORDINATION AND COOPERATION .....	15
S-7	PARKING RESTRICTIONS .....	16
S-8	(1203) ACCESS TO PROPOSAL PACKAGE .....	16
S-9	(1206) PREPARATION OF PROPOSAL .....	16
S-10	(1212) OPENING OF PROPOSALS .....	17
S-11	(1302) AWARD OF CONTRACT .....	17
S-12	(1507) UTILITY AND PROPERTY SERVICE .....	17
S-13	(1508) CONSTRUCTION STAKES, LINES AND GRADES .....	18
S-14	(1515) CONTROL OF HAUL ROADS .....	18
S-15	(1516) ACCEPTANCE .....	18
S-16	(1517) CLAIMS FOR COMPENSATION ADJUSTMENT .....	19
S-17	(1706) EMPLOYEE HEALTH AND WELFARE .....	21
S-18	(1712) PROTECTION AND RESTORATION OF PROPERTY .....	22
S-19	(1714) RESPONSIBILITY FOR DAMAGE CLAIMS; INSURANCE .....	22
S-20	(1717) AIR, LAND AND WATER POLLUTION .....	22
S-21	(1804) PROSECUTION OF WORK .....	23
S-22	(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME .....	23
S-23	(1807) FAILURE TO COMPLETE THE WORK ON TIME .....	23
S-24	(1901) MEASUREMENT OF QUANTITIES .....	24

S-25	(1906) PARTIAL PAYMENTS .....	24
S-26	(2232) MILL PAVEMENT SURFACE.....	24
S-27	(2301) CONCRETE PAVEMENT .....	24
S-28	(2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY) (MSCR).....	29
S-29	(2521) CONCRETE WALK (ADA) .....	31
S-30	(2531) CONCRETE CURB AND GUTTER (ADA) .....	32
S-31	(2531) TRUNCATED DOMES.....	33
S-32	(2563) TRAFFIC CONTROL .....	34
S-33	(2575) ESTABLISHING VEGETATION AND CONTROLLING EROSION .....	40

**S-1 CONTACT INFORMATION**

Questions regarding this Project, including any questions prior to bidding, shall be directed to Eric Hanson, Assistant City Engineer at (507) 537-6773 or [eric.hanson@ci.marshall.mn.us](mailto:eric.hanson@ci.marshall.mn.us).

**S-2 GOVERNING SPECIFICATIONS**

The State of Minnesota Department of Transportation “Standard Specifications for Construction”, 2020 Edition, shall apply on this Contract except as modified or altered in these Special Provisions.

**S-3 COMPLIANCE WITH TAX LAW REQUIREMENTS****SP2020-6**

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: [https://www.revenue.state.mn.us/sites/default/files/2019-05/Employment Taxes Seminar Flyer.pdf](https://www.revenue.state.mn.us/sites/default/files/2019-05/Employment%20Taxes%20Seminar%20Flyer.pdf).

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

Contractor Affidavit requirements and Form IC134 can be found here: <https://www.revenue.state.mn.us/contractor-affidavit-requirements>.

**S-4 MINNESOTA SURETY DEPOSIT LAW**

Non-Minnesota Contractors must comply with the current Surety Deposit Law. A fact sheet summarizing the law is available online at [https://www.revenue.state.mn.us/sites/default/files/2020-12/wfs12\\_21.pdf](https://www.revenue.state.mn.us/sites/default/files/2020-12/wfs12_21.pdf). There are exemptions from the law if certain requirements are met; including performance and payment bonds. Non-Minnesota Contractors must complete and file Form SDE, Exemption from Surety Deposits for Non-Minnesota Contractors with the Minnesota Income Tax and Withholding Division. A copy of the completed form shall also be provided to the City Engineer’s Office upon filing. A fillable version of Form SDE is available online at <https://www.revenue.state.mn.us/sites/default/files/2011-11/sde.pdf>.

**S-5 GUARANTEE**

The Contractor shall guarantee all work and material all defects for a period of at least two years after the date of Substantial Completion. The Contractor shall repair or replace any such defective work and materials to conform to the provisions of the contract and without expense to the Owner, within ten (10) days after notification in writing by the City of such defective work or material. If the Contractor shall not have done said repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner shall do so and shall charge the cost of same to the Contractor. The Contractor shall perform his work so as to cause the City a minimum of inconvenience and interruption of services.

**S-6 COORDINATION AND COOPERATION****S-6.1 BUSINESSES AND PRIVATE PROPERTY OWNERS ADJACENT TO THE PROJECT**

The Contractor shall notify all property owners and occupants adjacent to the project 2 days in advance to allow moving machinery and/or vehicles or other items that may be locked in or damaged due to the upcoming construction in the area. Access to the properties shall be restored as soon as possible after each phase of construction.

**S-6.2 UTILITY COMPANIES**

The Contractor is responsible for working with public and private utility companies in protecting and/or relocating existing or new utility lines located near and affected by this construction.

Coordination with the utility companies is very important and should be considered in planning the work and the associated extra costs involved.

The Contractor shall consult with the City's Wastewater Department personnel when working around or performing the required sanitary sewer installations.

The Contractor shall also consult with Marshall Municipal Utilities (MMU) personnel to provide for scheduled water shutdowns in a given area and to provide for continued water service to the properties along the project throughout the duration of the project.

The Contractor shall work with all utility companies, as necessary, to allow for installation and for maintenance of service of gas, power, lighting, telephone, cable TV, etc. in the boulevards or across the streets prior to the final shaping of aggregate base and/or topsoil operations. This coordination with the utility companies is the responsibility of the Contractor and is considered incidental to the construction and no additional compensation shall be granted.

**S-6.3 FIRE AND EMERGENCY DEPARTMENTS**

The Contractor shall coordinate all work requiring shutting down water service or limiting access to buildings by emergency equipment with the fire & emergency departments. This shall include notification of the daily construction schedule by the Contractor.

**S-6.4 OTHER CONTRACTORS**

The Contractor shall coordinate its work with other contractors performing construction on other projects in the vicinity of this Project.

**S-6.5 SERVICE PROVIDERS**

The Contractor shall coordinate with the postal service, recycling service, garbage collection service, school bus service, etc. as required to maintain continual uninterrupted service to all residences and businesses throughout the duration of the project.

The Contractor shall temporarily relocate mailboxes, haul recycling and garbage for residents to a designated pick-up location, etc., as required by the subject service provider. All equipment materials and labor required to coordinate with service providers and maintain services shall be incidental to the Contract.



**S-7 PARKING RESTRICTIONS**

It shall be the contractor's responsibility for posting signs restricting parking for the milling and overlay operations. **If a vehicle is left behind it shall be the contractors responsibility to have the vehicle moved.**

**S-8 (1203) ACCESS TO PROPOSAL PACKAGE**

The provisions of MnDOT 1203 are modified with the following:

The Department will provide Bidders with access to the Proposal Package through the City of Marshall eGram website: <https://egram.ci.marshall.mn.us/>.

**S-9 (1206) PREPARATION OF PROPOSAL**

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

**S-9.1** Paragraphs 1 and 2 of MnDOT 1206.1 are hereby deleted from the MnDOT Standard Specifications and replaced with the following:

The Bidder shall use the electronic submittal process. The Bidder shall submit the electronic Proposal in accordance with the instructions using BidVAULT included in this Project Manual.

The Bidder shall submit its Proposal by the date and time for opening Proposals. BidVAULT will not accept Proposals past the date and time of the opening of Proposals.

The Bid Documents that must be submitted electronically through BidVault as part of the Bid are the Proposal title sheet, Form 21126D "Proposal Signature Page" with signatures and all Addenda acknowledged, "Responsible Contractor Verification and Certification of Compliance", Form CM 32-34 "EEO Clause", Non-Collusion Affidavit, and any other forms included in the Proposal Package.

**S-9.2** MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications.

**S-9.3** MnDOT 1206.3 is hereby added to the MnDOT Standard Specifications.

**1206.3 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-10 (1212) OPENING OF PROPOSALS**

The provisions of MnDOT 1212 are hereby deleted and replaced with the following:

The Department will open Electronic Proposals at the time and date defined in the Project Manual and the Advertisement for Bids. The Department will electronically post Proposal results after the opening.

#### **S-11 (1302) AWARD OF CONTRACT**

The provisions of MnDOT 1302 are supplemented as follows:

If the contract is to be awarded, and the date of award is beyond thirty (30) days of the Bid Opening, one (1) calendar day will be added to the date of Substantial Completion for each calendar day the award of contract exceeds the thirty (30) day limit.

#### **S-12 (1507) UTILITY AND PROPERTY SERVICE**

The provisions of MnDOT 1507 are hereby deleted and replaced with the following:

Existing underground utilities as shown on the drawings are located in accordance with available data, but locations shall be determined by each Contractor as the work proceeds. Excavation work shall be done carefully to avoid damaging the existing work. All utilities related to this Project are classified as "Level D." This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

The utility information shown on the Plan may not be complete and is furnished from information supplied by various utility companies as an indication of the presence of utility lines in the vicinity of construction. The Contractor is the sole party responsible for contacting the utility companies to determine the extent and exact location of their facilities and to ascertain whether they are likely to be affected by the construction. The Contractor shall review with them the location of their utilities within the project limits and shall discuss the intended progress. In the event of accidental damage to any such facility, the Contractor shall immediately notify the utility company and cooperate fully in whatever is necessary to repair such facility or restore service.

Contractor shall provide for protection, temporary removal, and replacement or relocation of any said obstruction as required for the performance of his work in these Contract Documents. No extra pay will be made for this work.

No direct compensation will be paid by the City for delays which may occur because of conflicts in grades with public or private utility lines; or delays caused by private utility lines which may be found to be in conflict with the construction of the project. Further, the Contractor shall be prepared to cooperate with utility companies in any relocation or reconstruction of any portion of their lines within the construction zone, or directly affected by the construction of the project.

The Contractor shall acquire a Positive Response confirmation from MnDOT for all proposed excavations when the Gopher State One Call has indicated that proposed excavations may affect MnDOT utilities. The Contractor may call MnDOT Electrical Services Section (ESS) Dispatch Locating to confirm the status of MnDOT-owned Utility infrastructure. Contractor can contact MnDOT Electrical Services Section (ESS) Dispatch Locating at (651) 366 -5750 or (651) 366-5751. The Contractor shall be responsible for all damage to MnDOT owned Utility infrastructure if the Contractor did not acquire a Positive Response confirmation from MnDOT.

**S-13 (1508) CONSTRUCTION STAKES, LINES AND GRADES**

The provisions of MnDOT 1508 are hereby deleted and replaced with the following:

Unless otherwise specified, Owner shall provide engineering surveys to establish reference points for construction as follows:

1. Centerline alignment (if needed for construction).
2. Hubs for curb and gutter line and grade staking at 50' intervals.
3. Blue tops at 50' intervals on the centerline for fine grading subgrades and / or granular base. Blue tops will be established off of the newly installed curb and gutter where applicable.
4. Underground Pipeline: Staking will be furnished and set by the Engineer at 25, 50 and 100 feet from a structure, and subsequently at 100 foot spacing (usually offset for construction) for the control of the underground construction herein described. Cuts to the proposed pipeline grade will be furnished by the Engineer.

The Contractor shall give the Engineer sufficient notice, normally two working days, to provide staking for the orderly progress of the work and shall provide clear line of sight for all staking.

The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks and may be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence.

In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by the Engineer.

All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor beyond those cited as basic project control, will be charged to the Contractor or withheld from the amounts due to the Contractor.

**S-14 (1515) CONTROL OF HAUL ROADS**

The provisions of MnDOT 1515 are supplemented as follows:

The designated haul roads for this project are Trunk Highways, County Roads, County State Aid Highways and Municipal State Aid Streets.

The use of any other local streets as a haul road shall be approved by the Engineer or Owner. Owner may assess **a fee in the amount of \$500 per day** for each day that the Contractor occupies or travels on non-designated haul roads. The fee shall be in addition to damages assessed against the Contractor to repair damage to the roadway.

**S-15 (1516) ACCEPTANCE**

The provisions of 1506.2 PROJECT ACCEPTANCE are supplemented as follows:

**SUBSTANTIAL COMPLETION**

When Contractor considers the entire Work ready for its intended use Contractor shall notify the City in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the City issue a certificate of Substantial Completion.

Promptly after Contractor's notification, the City shall inspect the Work to determine the status of completion. If the City does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final inspection.

## **S-16 (1517) CLAIMS FOR COMPENSATION ADJUSTMENT**

The provisions of MnDOT 1517 are supplemented with the following:

### **S-16.1 NOTICE OF CLAIM:**

At the time the Contractor gives written notice of the claim, the Contractor and the Department shall immediately begin to keep and maintain complete and specific records to the extent possible. The records shall consist of, but are not limited to, cost and schedule records concerning the details of the perceived claim.

Unless otherwise agreed to in writing, the Contractor shall continue with and carry on the work and progress during the pendency of any claim, dispute, decision or determination by the Engineer, and any arbitration proceedings.

### **S-16.2 SUBMISSION OF CLAIMS:**

The Contractor shall submit the claim to the Engineer no later than 60 Calendar Days after receiving written notice from the Engineer that direct damages (money or time due) resulting from the claim has occurred in the opinion of the Engineer. If, in the opinion of the Contractor, the direct damages have not fully occurred, the Contractor shall provide written justification detailing why the direct damages have not fully occurred. This written justification shall be submitted to the Engineer no later than 30 Calendar Days from receiving the notice from the Engineer. If proper justification is not given as required within the 30 Calendar Day requirement or the claim is not submitted to the Engineer within 60 Calendar Days after receiving notice from the Engineer that the direct damages have occurred, the Contractor waives all claims for additional compensation in connection with the work already performed.

The contents of the claim shall be in accordance with MnDOT 1517 and shall also include all scheduling documentation related to the claim

The Engineer shall have access to the Contractors records involved in the claim and, when so requested, shall furnish the Engineer copies of claim documentation.

The Contractor shall promptly furnish any clarification and additional information, or data requested in writing by the Engineer.

All claims shall be submitted through the Contractor. Submission of claims directly from subcontractors shall constitute a waiver of that portion of the claim.

### **S-16.3 DECISION ON CLAIMS:**

The Department intends to resolve claims at the lowest possible administrative level. Upon receipt of the claim, the Engineer will make a written decision in relation to any claim presented by the Contractor within the following time frames:

- (A) For an adjustment in compensation, or other contractual dispute between the parties where the amount in controversy is \$75,000.00 or less, 60 Calendar Days from the receipt of the Contractor's claim;
- (B) For an adjustment in compensation, or other contractual dispute between the parties where the amount in controversy is more than \$75,000.00, 90 Calendar Days from the receipt of the Contractor's claim.

Unless the Contractor and the Engineer otherwise stipulate in writing to a later time, if the Engineer does not make a decision or determination within these time frames, the claim shall be deemed denied.

When the Contract has established a dispute resolution process, that moves the dispute through various levels of both organizations, this process shall also be completed within the above time period.

#### **S-16.4 MEDIATION**

Notwithstanding the formal claims procedures set forth in this Special Provision, the parties may at any time enter into nonbinding mediation by mutual agreement. If the parties agree to mediation, then the time requirements set forth above in Section S-13.3 (A) and (B) are suspended until the mediation is completed. The time and place for mediation, as well as selection of the mediator, shall be established by mutual agreement. The mediator's costs shall be divided equally between the Contractor and the Department. This payment shall be accomplished by the Contractor paying in full all costs and fees for the mediator and then submit the bill to the Engineer for 50 percent reimbursement. Either party may terminate mediation at any time.

#### **S-16.5 RIGHTS OF ARBITRATION:**

The decision of the Engineer in relation to the Contractor's claim shall be deemed final unless the Contractor commences a legal action within the time prescribed by law or unless the Contractor invokes arbitration as prescribed hereafter in these Special Provisions. Nothing herein contained shall be so construed as to preclude the Contractor from commencing a legal action in relation to claims for a single issue in excess of \$75,000.00 but the Contractor's sole legal remedy in relation to claims of \$75,000.00 or less shall be arbitration as prescribed hereafter in these Special Provisions. If the claim amount is in excess of \$75,000, the Contractor and MnDOT may mutually agree to arbitration.

If the Contractor seeks to arbitrate a claim of \$75,000 or less, the Contractor shall submit a written request for arbitration to the Department's Claims Engineer in MnDOT's Central Office within 30 Calendar Days after the Contractor's receipt of the Engineer's decision. Failure to reasonably conform with this time requirement waives the right to arbitration. The scope of the arbitration proceeding shall be limited to the claim(s) that the Contractor previously presented to the Engineer for decision

#### **S-16.6 ARBITRATION OF CLAIMS AND DISPUTES:**

- (A) For purposes of this section, a claim for adjustment in compensation shall mean an aggregate of operative facts which give rise to the rights which the Contractor seeks to enforce. Stated another way, a claim is the event, transaction, or set of facts that give rise to a claim for compensation. Any Contractor having a claim in excess of \$75,000.00 may waive or abandon the dollar amount in excess of \$75,000.00 so as to bring the claim within the scope of this section. However, the arbitration award shall not exceed \$75,000.00. Various damages claimed by the Contractor for a single claim may not be divided into separate proceedings to create claims within the \$75,000.00 limit.
- (B) More than one separate claim may be presented at each arbitration hearing if agreed to by the Department, the Contractor, and the Arbitrator.
- (C) Selection of the Arbitrator/ Optional Use of the American Arbitration Association:
  - a. Selection of the arbitrator shall be conducted by one representative of the Department and one representative of the Contractor. A single person shall represent the prime and all subcontractors involved in the claim. Separate representation for subcontractors during the selection of the arbitrator is not allowed.
  - b. The parties may mutually agree to have the arbitration process administered by the American Arbitration Association ("AAA").
  - c. The arbitration shall be administered by a single arbitrator.
  - d. The parties shall select an arbitrator by mutual agreement, or, if the parties have agreed to use the AAA to administer the process, shall select an arbitrator from a list of arbitrators provided by the Association in accordance with the Association's procedures.
- (D) Arbitration Proceedings and Decision
  - a. All arbitration of claims shall be conducted in Minneapolis, Minnesota, or another mutually agreed upon location.

**2025 BITUMINOUS RESURFACING PROJECT**

- b. Regardless of whether the parties have agreed to use AAA to administer the process, the arbitration proceeding shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect and in accordance with the requirements below. The arbitration procedures set-forth in this Special Provision shall take precedence over conflicting American Arbitration Association requirements.
- c. If mutually agreed to by both parties, the arbitration proceeding shall follow the Fast Track rules of the American Arbitration Association.
- d. Unless otherwise agreed to by the parties, the arbitration hearing shall be bifurcated into a liability phase and, if needed, a valuation phase. No evidence or testimony regarding the value of the claim shall be presented during the liability phase.
- e. The Contractor shall first present evidence to support the claim. The Department will then present evidence supporting its defense. Witnesses shall submit to questions or examinations. The arbitrator has the discretion to vary this procedure and shall afford a full and equal opportunity to all parties to be heard. Exhibits, when offered by either party, may be received in evidence by the arbitrator.
- f. The arbitrator shall entertain motions, including motions that dispose of all or part of a claim or that may expedite the proceedings.
- g. There shall be no ex parte communication between any party and an arbitrator.
- h. When satisfied that the presentation of the parties is complete, the arbitrator shall declare the liability phase of the arbitration hearing closed. The arbitrator shall then determine whether MnDOT is liable.
- i. If the Department is found to be liable, the arbitration proceeding shall continue before the same arbitrator to resolve all damages issues. The proceedings for this portion of the arbitration shall follow the procedures outlined in Section S-13.6(D)e. of this Special Provision.
- j. Within three Calendar Days after the close of the damages portion of the hearing, each party shall submit to the arbitrator their last best offers. The arbitrator shall be limited to awarding only one of the two figures submitted. In no event shall a claim award in arbitration exceed \$75,000.
- k. The decision or award of the arbitrator shall be:
  - i. In writing showing the basis for the decision or award. The arbitrator shall use the Contract and Minnesota law, or, in the absence of Minnesota law on the issue(s), other persuasive authority, as the basis for the decision.
  - ii. Final and binding on both the Department and the Contractor.  
The award shall have the same finality as is accorded awards under the Uniform Arbitration Act, Minnesota Statutes Chapter 572.

**(E) Arbitration Costs**

- a. Each party to the arbitration shall bear its own costs and fees assessed by the American Arbitration Association or independent arbitrator which shall be divided equally between the parties to the arbitration. This payment will be accomplished by the Contractor paying in full all costs and fees for the arbitrator and then submit the bill to the Engineer for 50 percent reimbursement.
- b. Each party shall bear its own preparation costs.

**S-16.7 PRE-AWARD INTEREST AND PRE-JUDGMENT INTEREST**

Pre-award interest will commence on the date that a request for arbitration is made, in writing to the Engineer, following the submission of a claim that complies with the requirements of MnDOT 1517. Pre-judgment interest will commence on the date that an action is commenced following the submission of a claim that complies with the requirements of MnDOT 1517. Pursuant to Minnesota Statutes §549.09 this Contract expressly provides dates for the commencement of interest that may vary from the dates provided in statute.

**S-17 (1706) EMPLOYEE HEALTH AND WELFARE**

The provisions of MnDOT 1706 are supplemented with the following:

**S-17.1** The Contractor must not use motor vehicle equipment that has an obstructed rear view unless:

- (A) The vehicle has a reverse alarm that is audible above the surrounding noise level; or

(B) An observer signals to the operator that it is safe to reverse.

**S-17.2 The Department may assess a monetary deduction \$500 per incident for a violation of safety standards that could result in death or dismemberment.**

**S-17.3** The areas of special concern include, but are not limited to, excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection (see S-16.1 above), confined space safety, blasting operations, and personal safety devices.

**S-17.4** The Contractor cannot avoid complying with safety standards by paying the deduction.

## **S-18 (1712) PROTECTION AND RESTORATION OF PROPERTY**

Protection and Restoration of Property shall be performed in accordance with the provisions of 1712 except as modified below:

The City of Marshall shall not be held liable for any damage done by the Contractor to property located above or below the ground, within the Right of Way, even though the existence of such property was not shown in the Plans, indicated in the Special Provisions, or brought to the Engineer's attention before the damage was done.

## **S-19 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS; INSURANCE**

The Contractor shall furnish the City with a Certificate of Insurance before construction operations begin and a Statement of Withholding before final payment is made.

CERTIFICATE OF INSURANCE:

- As evidence of required coverage, the Contractor should furnish an original Certificate of Insurance to the appropriate City representative before work commences.
- The Certificate should include a minimum 30-day written notice of intent to cancel, suspend or reduce coverage.
- The Certificate should identify the City as an Additional Insured for relevant coverages.

## **S-20 (1717) AIR, LAND AND WATER POLLUTION**

The provisions of MnDOT 1717.1 are supplemented as follows:

Requests for water to be placed for dust control shall be accomplished within 4 hours of notification and shall include evenings and weekends as required or deemed necessary by the Owner or Engineer. **Failure to perform the work requested within the 4 hours may result in a contract deduction of \$100 for each 12-hour period that the work is incomplete, as observed by the Engineer.**

The provisions of MnDOT 1717.2 are supplemented as follows:

If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **The Contractor shall respond within 24 hours with sufficient personnel, equipment, and/or materials and conduct the required work or be subject to a \$500 per calendar day deduction for non-completion.**

When the Engineer determines that the erosion and/or sediment control practices installed by the Contractor have failed, the Contractor shall correct the cause and alleviate all sediment deposition, to the fullest extent possible. If the corrective action is not taken in a timely manner, the Engineer may issue a written order to the Contractor. **The Contractor shall respond within 24 hours with sufficient personnel, equipment, and/or materials and conduct the required work or be subject to a \$500 per calendar day deduction for non-completion.**

Minnesota Pollution Control Agency (MPCA) – General Storm Water Permit for Construction Activity (MN R100001)

**2025 BITUMINOUS RESURFACING PROJECT**

1. The Owner has developed a Storm Water Pollution Prevention Plan (SWPPP) in accordance with Part III (Storm Water Discharge Design Requirements) of the National Pollutant Discharge Elimination System (NPDES)/State Disposal System Permit. The SWPPP is included in the project plans.
2. As a condition of the Award, the Contractor shall be a co-permittee and assume the role of “Operator” under the NPDES Permit.
3. The Owner will initiate the permit and pay the required fee.
4. For storm water discharges from construction activities where the Owner or Operator (Contractor) changes, the new Owner or Operator can implement the original SWPPP created for the project, implement an amended version of the original SWPPP, or develop and implement their own SWPPP.
5. Permittee(s) shall ensure that their SWPPP meets all terms and conditions of this permit and that their activities do not render ineffective another party’s erosion prevention and sediment control Best Management Practices (BMP’s).

**S-21 (1804) PROSECUTION OF WORK**

The provisions of MnDOT 1804.2 are supplemented as follows:

The Contractor shall notify the Engineer of any work planned on Saturday at least 48 hours prior to such work. No work shall occur on Sunday or any legal holiday without prior authorization by the Engineer. The Contractor shall submit a request to the Engineer to perform work on Sunday or a legal holiday no later than 72 hours prior.

The Contractor shall coordinate any construction or hauling activity in the vicinity of churches, schools, medical facilities, and funeral homes. The Contractor shall be cognizant of the disruptive effects of continued construction during funerals. The Owner reserves the right to stop construction within one block of, and during the time of, any funeral procession.

**S-22 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

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

**S-22.1 Construction operations shall be started on May 19<sup>th</sup>, 2025 or later. No work will be allowed without prior approval of the Engineer. Construction operations shall not commence prior to Contract Approval and the City has issued the Notice to Proceed to the Contractor.**

**S-22.2 All Work shall be Substantially Completed as described in S-14 - (1516) ACCEPTANCE of the Special Provisions under this Contract before September 19<sup>th</sup>, 2025.**

**S-23 (1807) FAILURE TO COMPLETE THE WORK ON TIME**

The provisions of MnDOT 1807 are supplemented with the following:

**S-23.1 The Department will deduct liquidated damages from money due the Contractor for each calendar day that the Work remains not Substantially Completed, as described in S-14 - (1516) ACCEPTANCE of the Special Provisions under this Contract, after expiration of the Contract Time. MnDOT Table 1807-1 will be replaced with the table below. The Engineer will deduct liquidated damages based on the original Contract Amount and the table below.**



Schedule of Liquidated Damages		
Original Contract Amount		Liquidated Damage Charge per Calendar Day, \$
From more than, \$	To and including, \$	
\$0	\$100,000	\$300
\$100,000	\$250,000	\$450
\$250,000	\$500,000	\$600
\$500,000	\$1,000,000	\$900
\$1,000,000	\$1,500,000	\$1,200
\$1,500,000	--	\$1,500

**S-24 (1901) MEASUREMENT OF QUANTITIES**

The provisions of MnDOT 1901.8 are supplemented as follows:

No compensation will be paid for any weigh ticket received after the date shown on the ticket unless prior arrangements are made with the Engineer.

**S-25 (1906) PARTIAL PAYMENTS**

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

From the total of the amounts ascertained as payable, an amount equivalent to not less than 5 percent of the whole will be deducted and retained by the Department in protection of its interests until final project acceptance by the City of Marshall City Council. The balance, less all previous payments, will be certified for payment.

**S-26 (2232) MILL PAVEMENT SURFACE**

The provisions of MnDOT 2232.3.B are supplemented as follows:

Cleanup of the milled material shall be by a pickup broom only; a flicker type broom shall not be allowed.

Protecting the inverts of utility pipes from the accumulation of debris and soil, the removal of blockages which threatens to damage property, and/or the cleaning of both the newly constructed lines and the existing lines of all debris and soil which accumulated during the construction, are considered incidental to the Mill Pavement Surface Contract bid price.

**S-27 (2301) CONCRETE PAVEMENT**

**REVISED 11/08/21**

SP2020-117

**S-27.1** Delete and replace MnDOT 2301.2B.1(1) and 2301.2B.1(2) with the following:

Use Type I or Type I/II cement complying with total alkalis (Na<sub>2</sub>O<sub>e</sub>) no greater than 3.0 pounds per cubic yard of concrete resulting from the Portland cement.

**S-27.2** Delete and replace MnDOT 2301.2B.3(1) and 2301.2B.3(2) with the following:

Use Type IL, IS or IP cement complying with total alkalis (Na<sub>2</sub>O<sub>e</sub>) no greater than 3.0 pounds per cubic yard of concrete resulting from the Portland cement content of the blend.

**S-27.3** Delete and replace MnDOT 2301.2D.1(1) with the following:

National Weather Service forecast for the construction area predicts air temperatures of 36°F or less within the next 24 hours.

**S-27.4** Delete and replace Table 2301.2-4 of MnDOT 2301.2L.1 with the following:

Table 2301.2-4  
Concrete Mix Design Requirements

Concrete Grade	Estimated Concrete Contract Quantity (yd <sup>3</sup> ) *	Mix Number	Maximum w/c ratio		Minimum Cement Content (lbs/yd <sup>3</sup> )	Cementitious Content (lbs/ yd <sup>3</sup> ) 	Air Content %	Gradation Requirements	Minimum Aggregate Size Required	Maximum %SCM (Fly Ash/ Slag/ Ternary) †	Slump Range	3137 Spec.
			Fly Ash	Cement Only/ Slag/ Ternary								
A	≥ 3,500	3A21	0.40	0.42	385	475 – 615	7.0	Job Mix Formula	1 1/2" nominal	33/35/40	½ - 2" ‡	2.D.3
		3A41	0.40	0.42							2 – 5"	
	< 3,500 and Minor Work and fill-ins not provided by the primary paving plant #	3A21S	0.42	0.42	385	475 – 615	7.0	3126 and Table 3137-4 Or Job Mix Formula	¾" nominal	33/35/40	½ - 2" ‡	2.D.3
		3A41S	0.42	0.42							2 – 5"	
		3A42 §	0.42	0.42	385	475 – 615	7.0	3126 and Table 3137-4	¾" nominal	33/35/40 §	2 – 5"	
	Engineer Approved or Plan Allowed High-Early	3A21HE **	0.40	0.42	385	> 475 – 750	7.0	3126 and Table 3137-4 Or Job Mix Formula	¾" nominal	33/35/40	½ - 2" ‡	2.D.3
		3A41HE **	0.40	0.42							2 – 5"	

\* Determined by multiplying the planned pavement area by the planned pavement thickness.

|| Provide additional cementitious material to meet requirements in accordance with this section at no additional cost to the Department.

† Refer to Table 2301-2 and Table 2301-3 for ASR mitigation requirements.

‡ Adjust slump in accordance with 2301.3.E.1, "Consistency."

# The 5<sup>th</sup> digit "S" indicate the concrete is for a small concrete paving Project or delivered from a secondary concrete plant for minor Work or fill-ins. The Concrete Engineer considers minor Work or fill-ins as gaps in concrete pavement, turn lanes, Intersections or other pavement sections as determined by the Engineer, in conjunction with the Concrete Engineer.

§ The Concrete Engineer will allow a non-Project specific 3A42 mix design provided by a MnDOT certified ready-mix plant submitted in accordance with the first two paragraphs of 2461.2.F.3, "Submittal Requirements." If the sand source requires mitigation with a minimum of 30% Class C fly ash in accordance with Table 2301-2, the Concrete Engineer will require a minimum of 30% Class C fly ash, 30% Class F fly ash or 35% slag for all 3A42 mixes.

\*\*The Contractor may use 100% Portland cement for High Early Concrete, provided no mitigation is required for the fine Aggregate and intermediate Aggregate in accordance with Table 2301-2 and coarse Aggregate in accordance with Table 2301-3. If mitigation is required, the Contractor is required to use a minimum of 15% of any supplementary cementitious material when designing High Early Concrete. The Contractor may use 100 percent Portland cement for any concrete, provided no mitigation is required for the fine Aggregate or intermediate Aggregate in accordance with Table 2301.2-2 or the coarse Aggregate in accordance with Table 2301.2-3. If mitigation is required, the Contractor is required to use a minimum of 15 percent of any supplementary cementitious Material.

**S-27.5** Delete and replace the third and fifth paragraphs of MnDOT 2301.3B.3 with the following:

In conjunction with the Engineer, perform a thorough on-site inspection of the concrete plant and complete MnDOT Form 2164, "Contact Report - Paving." Sign the report to certify compliance with the paving requirements and to certify review of the continual maintenance of the plant.

If concrete is provided by a certified ready-mix plant, complete MnDOT Form 2164, "Contact Report - Addendum Ready-Mix Paving" in accordance with 2301.3B.3.b "Certified Ready mix Plant Lab - Office Requirements."

**S-27.6** Delete and replace MnDOT 2301.3B.3.a(12)(e) with the following:

- (e) A 4 burner 30-inch standard stove top or stove and at least 2 additional burners to perform required Aggregate testing per the Schedule of Materials Control

**S-27.7** Delete and replace MnDOT 2301.3B.3.b(4) with the following:

- (4) At least 6 burners to perform required Aggregate testing per the Schedule of Materials Control

**S-27.8** Delete and replace MnDOT 2301.3B.4(2) with the following:

- (2) All Contractor plastic air content tests in the Air Content Charting chart

**S-27.9** Add the following to MnDOT 2301.3C.1:

- (12) Plant/Unit #

**S-27.10** Delete and replace the second and third paragraphs of MnDOT 2301.3C.2.a with the following:

Test and record the individual gradation results using the QC - JMF Concrete Aggregate Report.

Calculate the moving average of 4 Contractor Aggregate gradation test results during production using the JMF Moving Average Summary workbook.

**S-27.11** Delete and replace MnDOT 2301.3C.2.b with the following:

The Engineer will randomly verify Contractor combined Aggregate gradation results as defined in the Schedule of Materials Control.

If the individual fraction on any split sample results in a variation between the Contractor and the Engineer greater than that set forth in Table 2301.3-2, the parties shall follow the procedures for test result dispute resolution available from the Laboratory Manual.

Table 2301.3 2  
Allowable Variations on Percent Passing Sieves

Sieve Size	Allowable Percentage
2 inch – 1 inch	±8
3/4 inch – 3/8 inch	±6
No. 4 – No. 40	±4
No. 50	±3
No. 100	±2
No. 200	±0.6

**S-27.2** Delete and replace the first sentence of MnDOT 2301.3C.3 with the following:

The Engineer will use the Contractor's combined Aggregate gradation (JMF) test results (QC and Verification) documented in the QC - JMF Concrete Aggregate Workbook, as verified by the Engineer in

## 2025 BITUMINOUS RESURFACING PROJECT

accordance with 2301.3C.2.b, “Department Verification of JMF,” to determine eligibility for the Incentive in accordance with 2301.5I.1, “Optimized Aggregate Gradation Incentive.”

**S-27.3** Delete and replace MnDOT 2301.3C.5 with the following:

**C.5** Water/Cement (w/c) Ratio

Provide and place concrete with a water/cement ratio not to exceed 0.40 when using fly ash and 0.42 when using cement only, slag or ternary. Make any adjustments immediately when the water/cement ratio exceeds 0.40 when using fly ash and 0.42 when using cement only, slag or ternary.

**S-27.4** Add the following to MnDOT 2301.3C.6:

The Engineer will base the statistical analysis of acceptance for water/cement ratio on a per lot basis representing one day’s paving. Each individual water/cement ratio determination is considered a subplot. The lot will represent the cumulative average of the subplot values. The Engineer will start a new lot and test if either of the following occur:

- (1) Mix design change due to a water/cement ratio test result exceeding 0.40 when using fly ash and 0.42 when using cement only, slag or ternary, or
- (2) Supplementary cementitious type change from fly ash to slag or ternary mix design, or vice versa.

If the quantities of concrete produced results in no Engineer moisture testing for any given day, include the untested quantity of concrete into the next day’s production and include that quantity of concrete in the sampling rate. If the untested quantity is on the last day of production, add that quantity to the previous day’s production.

**S-27.5** Delete and replace the first sentence of MnDOT 2301.3F.5 with the following:

Use any approved construction header method as shown in the Standard Plan 5 297.221 when constructing construction headers, temporary headers, and permanent headers as shown on the Plans.

**S-27.6** Delete MnDOT 2301.3F.6.b.

**S-27.7** Add the following to MnDOT 2301.3H:

If dowel bars are not pre-coated with a manufacturer applied bond breaker material or the coating has rubbed off, coat the dowel bars with a uniform coating of Material in accordance with 3902, “Form Coating Material,” with the approval of the Engineer.

**S-27.8** Delete the third paragraph of MnDOT 2301.3H.1.

**S-27.9** Delete the second paragraph of MnDOT 2301.3H.2.

**S-27.10** Delete and replace the first paragraph of MnDOT 2301.3J.4 with the following:

If a dowelled contraction joint has dowel bars out of acceptable alignment during placement in accordance with 2301.3J.3, “Alignment Tolerances,” and the Standard Plate 5-97.221, scan both upstream and downstream from the misaligned transverse doweled joints, from concrete placed in the same operation, until at least 3 joints comply.

**S-27.11** Delete and replace the second paragraph of MnDOT 2301.3K.1.a with the following:

Perform surface texture testing of the concrete pavement in the presence of the Engineer and provide the test results to the Engineer no later than 48 hours after pavement placement unless otherwise approved by the Engineer.

**S-27.12** Delete and replace the third paragraph of MnDOT 2301.3L.3.d with the following:

After Department thickness verification, the Department will test the cores for compressive strength at 60 Calendar Days of age for information only. The Department will test 3 of the cores from the entire Project for transport properties (permeability and/or resistivity) in lieu of compressive strength testing for information only.

**S-27.13** Delete and replace the third paragraph of MnDOT 2301.3O with the following:

Cast and cure the field control specimens in accordance with 2462.3G.5.d, “Strength Specimens for Concrete Paving.” Provide moist curing environments in accordance with 2461.3G.5.b(2), “Moist Curing Environment.” The Engineer will test the field control specimens for flexural strength in accordance with the Concrete Manual or compressive strength in accordance with 2462.3G.5.d, “Testing Cylinders.”

**S-27.14** Delete and replace Table 2301.5-2 of MnDOT 2301.5I.2 with the following:

Table 2301.5-2  
W/C Ratio Incentive/Disincentive

When using fly ash		When using cement only, slag or ternary	
W/C Ratio Lot Result	Incentive/Disincentive per cubic yard*	W/C Ratio Lot Result	Incentive/Disincentive per cubic yard*
≤ 0.37	+\$3.00	≤ 0.39	+\$3.00
0.38	+\$1.75	0.40	+\$1.75
0.39	+\$0.50	0.41	+\$0.50
0.40	\$0.00	0.42	\$0.00
0.41	-\$0.50	0.43	-\$0.50
0.42	-\$1.75	0.44	-\$1.75
≥ 0.43	The Engineer, in conjunction with the Concrete Engineer, will determine the concrete suitability for the intended use in accordance with 1503, “Conformity with Contract Documents,” and 1512, “Unacceptable and Unauthorized Work.” This may include testing on the hardened concrete as required by the Engineer, in conjunction with the Concrete Engineer.	≥ 0.45	The Engineer, in conjunction with the Concrete Engineer, will determine the concrete suitability for the intended use in accordance with 1503, “Conformity with Contract Documents,” and 1512, “Unacceptable and Unauthorized Work.” This may include testing on the hardened concrete as required by the Engineer, in conjunction with the Concrete Engineer.
*Apply Incentive/Disincentive for Concrete Pavement based on the theoretical volume of concrete used by multiplying the measured square yard of concrete by the thickness shown on the Plans. Apply Incentive/Disincentive for Structural Concrete based on the daily cubic yards batched of Structural Concrete as verified by the computerized batch ticket printouts from the plant, with consideration of any waste.			

**S-28 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY) (MSCR)****REVISED 11/08/21**

Add the following to MnDOT 2360.1B

**S-28.1** Mix Designation Numbers for the bituminous mixtures on this Project are as follows:**Type SP 9.5 Wearing Course (3,B) SPWEA340B****S-28.2** The following is added to MnDOT 2360.3.B.2.a, "Paver":

Unless specifically approved by the Engineer, the use of a paving machine with "combine" type pick-up device is prohibited. The bituminous mixture shall be deposited directly from the trucks into the hopper of the paving machine.

**S-28.3** The following is added to MnDOT 2360.3.B.2.b, "Trucks":

Unless specifically approved by the Engineer, trucks used for hauling bituminous mixture for this project shall be limited to tandem or tri-axle trucks with end-dump boxes.

**S-28.4** The following is added to MnDOT 2360.3.D, "Compaction":

The Contractor is required to use the self-propelled pneumatic tire roller as an intermediate roller on the wearing courses.

**S-28.5** The first paragraph of MnDOT 2360.3D.1 is hereby deleted and replaced with the following:**D.1 Maximum Density**

Compact the pavement to at least the minimum required maximum density values in accordance with Table 2360.3-1.

**S-28.6** MnDOT Table 2360.3-1 is hereby deleted and replaced with the following:

**Table 2360.3-1  
Required Minimum Lot Density (Mat)**

	<b>4 Percent Design Voids*  </b>	<b>3 Percent Design Voids*  </b>	<b>1 percent Reduced Density*</b>	
			<b>4 Percent Design Voids</b>	<b>3 Percent Design Voids</b>
percent Gmm	92	93	91	92
* Reduce density required on the first Lift constructed over PCC pavements.    Reduce density for the first Lift constructed on Aggregate base (mainline and Shoulder), reclaimed or cold in-place recycled base courses and first Lift of an overlay on Roadway with a spring load restriction no greater than 7 tons, including Shoulders.				

**S-28.7** MnDOT Table 2360.3-2 is hereby deleted.**S-28.8** MnDOT 2360.3.D.1.j Companion Core Testing is hereby deleted and replaced with the following:

The Department will select at least one of the two companion cores per lot to test for verification.

**S-28.9** MnDOT 2360.3.D.1.m Waiving Maximum Density (1 Percent Reduced Density) is hereby deleted.**S-28.10** MnDOT 2360.3.D.1.n Longitudinal Joint Density is hereby deleted.**S-28.11** MnDOT 2360.3.D.1.p Shoulders is hereby deleted.

**S-28.12 MnDOT 2360.5.B Monetary Adjustment** is hereby deleted and replaced with the following:

The Department may apply monetary deductions for Plant Mixed Asphalt Pavement. The amounts of these adjustments are deemed reasonable.

**S-28.13 MnDOT Table 2360.5-4** is hereby deleted and replaced with the following:

**Table 2360.5-4**

**Disincentive Schedule for Maximum Mat Density**

Density (4 percent Design Void), percent *	Density (3 percent Design Void), percent *	Mat Density Pay Factor A	
		Traffic Level 2 & 3	Traffic Level 4 & 5
≥ 92.0	≥ 93.0	1.00	1.00
91.0 – 91.9	92.0 – 92.9	0.98	0.98
90.5 – 90.9	91.5 – 91.9	0.95	0.95
90.0 – 90.4	91.0 – 91.4	0.91	0.91
89.5 – 89.9	90.5 – 90.9	0.85	0.85
89.0 – 89.4	90.0 – 90.4	0.70	0.70
< 89.0	< 90.0	†	†

\* Calculate the percent of maximum specific gravity to the nearest tenth.

|| Payment will only apply if the day's weighted average individual production air voids fall within 1/2 percent of the target air void value. Base the weighted average air voids on all the mixture production tests in accordance with 2360.2G.7, "Production Tests" for the corresponding day and weight by the tons the corresponding test represents.

† The Department will pay for the HMA Material represented by the lot at 70 percent of the relevant Contract Unit Price; unless a single core density in the lot is less than 87.0 percent of the maximum specific gravity (Gmm). If a single core density is less than 87.0 percent of Gmm, the Engineer will decide if the mixture is subject to removal and replacement or if a monetary deduction of 50 percent of the relevant Contract Unit Price will be applied. If the Engineer decides the Material is to be removed and replaced, the Contractor will do so at no additional cost to the Department.

Take additional core samples to determine the limits of the removal and replacement area or 50 percent monetary deduction using the same offset from centerline as the original core. If the original low density core was taken within 1 1/2 feet of an edge of the paver pass, take the additional cores at 1 1/2 feet from the edge of the paver pass. Determine the densities at 50 foot intervals both ahead and behind the point of unacceptable core density until finding a point of acceptable core density (>89.0 percent for 4 percent void and 1 percent reduced voids and >90.0 percent for 3 percent voids). If the 50 foot incremental testing extends into a previously accepted lot, removal and replacement may be required, but, these results will not be used to recalculate the previously accepted lot density.

Perform the additional coring and testing at no cost to the Department. The Engineer will calculate the area of unacceptable pavement as the product of the longitudinal limits as determined by the 50 foot cores and the full width of the paver pass, laying in the Traffic Lane or Lanes. The Engineer will exempt Shoulders from this calculation unless density failure occurred in the Shoulder area.

Establish an additional density lot for the pavement that has been removed and replaced. Cut 2 cores randomly with companions for the Department (total 4 cores) and determine average density. Make payment in accordance with Table 2360.5-4 or Table 2360.5-5.

Determine the density for the remainder of the lot by averaging the original acceptable core density value with the first two acceptable core densities taken ahead and behind the unacceptable core density. Make payment in accordance with Table 2360.5-4 or Table 2360.5-5.

**S-28.14 MnDOT Table 2360.5-6 Incentive and Disincentive Schedule for Longitudinal Joint Density, 4 Percent Design Void** is hereby deleted.

**S-28.15 MnDOT Table 2360.5-7 Incentive and Disincentive Schedule for Longitudinal Joint Density, 3 Percent Design Void** is hereby deleted.

**S-28.16 MnDOT 2360.5.B.13.b Monetary Adjustment Factor Determination** is hereby deleted.

## **S-29 (2521) CONCRETE WALK (ADA)**

SP2020-171

### **S-29.1 DESCRIPTION**

This work shall consist of constructing Concrete Walk, including necessary Subgrade Preparation, and Grading in accordance with the Plan, Standard Plan Sheet No. 5-297.250, MnDOT 2112, MnDOT 2211, and MnDOT 2521.

### **S-29.2 MATERIALS**

Aggregate Surface and Base Course..... 3138

### **S-29.3 CONSTRUCTION REQUIREMENTS**

#### **(A) Concrete Walk**

The minimum continuous and unobstructed clear width of a Pedestrian Access Route (PAR) shall be 4.0 feet. All new or reconstructed sidewalk widths shall match or exceed in place sidewalk and in no case shall it be less than 5.0 feet. in width except at locations where obstructions cannot be moved or at driveways where slopes exceed the maximum allowable grades. The cross slope of the sidewalk shall not exceed 2% and shall be measured across the entire surface width of the sidewalk. Curb ramps shall meet or exceed existing sidewalk width and curb openings. Maintain a consistent flat smooth surface within the PAR.

Where sidewalk grade changes adjacent to fixed structures, the sidewalk shall be finished around these structures to the satisfaction of the Engineer.

Sawcut concrete curb ramp, sidewalk, and driveway contraction joints. Exceptions for tooling relief joints are allowed for large driveway placements, long sidewalk placements to prevent random cracks, and minor repairs. Obtain approval from the Engineer where tooling of contraction relief joints will occur.

Sawcut curb and gutter contraction joints within the PAR including contraction joints at zero-inch height curb locations.

Sawcut a visual joint at the top grade break of walkable flares to indicate a change in grade meeting MnDOT 2521.3.D, except the depth requirement is reduced to 1/4 inch.

To avoid corner breaks, all walk edges shall be formed and constructed perpendicular to the back of curb and gutter sections and concrete structures for a one foot minimum distance.

Salvage and reinstall existing signs as indicated in the Plan or directed by the Engineer.

**Finish shall be a light brush transverse to the run of the walk.**

#### **(B) Grading**

Fill sections shall be graded flush with the top of walk for a minimum 18 inches from the edge of walk at 2% slope and then down at a maximum 1:3 slope to existing terrain unless otherwise detailed in the Plan. Blend in the toe of fill slope and adjacent areas so as not to adversely affect drainage.

#### **(C) Landings**

An initial landing is the first required landing of a pedestrian ramp. Form and place initial landings at the top of a ramped sloped surface (>2% longitudinal slope), with an independent concrete pour unless the initial landing is located at roadway grade such as depressed corners, parallel ramps, rural flat landings, or flat cut-



throughs. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate landing pour.

Construct initial landings in a single concrete placement, whenever possible, as a single plane surface having no grade breaks. If single concrete placement is not possible, follow the requirements for tie bar placement in accordance with the details shown in Standard Plan 5-297.250 Sheet 6 of 6 and tie adjacent landings together. Keep architectural elements such as brick pavers or concrete stamping outside the curb ramps and curb ramp landings.

Cast in-place or drill and grout tie bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 6 of 6. If cast in place, install tie bars through holes in the forms, with a form height at least equal to the walk thickness of the formed concrete shown in the Plans. These bars shall be deformed and shall be installed with 2" minimum concrete cover.

All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed.

#### **S-29.4 METHOD OF MEASUREMENT**

The Engineer will measure Concrete Walk by top surface area, including the area under the truncated domes.

In areas where directional curb is constructed, the triangular area that is behind the projected back of curb line will be measured as Concrete Walk.

#### **S-29.5 BASIS OF PAYMENT**

The contract unit price for Concrete Walk shall be compensation in full for equipment, materials and labor required to complete the Work.

No payment will be made for excavation or borrow, including hauling or disposal, that is necessary to meet the walk grades unless specifically provided for in the Plan.

If the Plan calls for payment of Aggregate Base and/or other Grading items for a pedestrian facility, then payment will only be made for the locations specifically provided for in the Plan.

No payment will be made for salvaging and reinstalling signs as a result of concrete Walk construction, unless specifically provided for in the Plan.

No additional payment will be made in areas where the Concrete Walk is to be constructed around fixed structures and the grade has been changed.

The Department will pay Concrete Walk on the basis of the following schedule:

<b>Item No.:</b>	<b>Item:</b>	<b>Unit:</b>
2521.618	Concrete Walk.....	square foot

### **S-30 (2531) CONCRETE CURB AND GUTTER (ADA)**

SP2020-173

#### **S-30.1 DESCRIPTION**

This Work consists of constructing Concrete Curb and Gutter and the Aggregate Base in accordance with MnDOT 2211, MnDOT 2521, MnDOT 2531, and the Plans.

#### **S-30.2 MATERIALS**

Aggregate for Surface and Base Courses..... 3138

#### **S-30.3 CONSTRUCTION REQUIREMENTS**

Construct curb and gutter to meet the details in the Plan. When machine placed, the gutter inslope shall be poured at 3% inflow around the radius or at a minimum distance of 10 feet from any zero-height curb section.

Construct the gutter inslope and transitions as detailed in the Plans. Modify the proposed gutter width to not protrude into the adjacent travel.

Leave a minimum 3 feet of in place curb and gutter between an existing joint and the saw cut. If the 3-foot minimum cannot be maintained, place the saw cut over the existing joint. Install epoxy coated reinforcement bars per Standard Plans 5-297.250 (Sheet 6 of 6) if construction joints are utilized within a quadrant radius.

Form, at a minimum, the top 1.5 inches of the gutter face (front of gutter). The existing roadway edge is not to be used as a form for the top 1.5 inches of the gutter face unless approved by the Engineer.

If the gutter flow line in front of the proposed curb ramp exceeds 2.0% slope, adjust the flow line to 2% or less if feasible while following the roadway criteria as per Standard Plans 5-297.250 (Sheet 6 of 6). The bituminous patch in front of the truncated domes should be 1% minimum to 5% maximum slope measured perpendicular to the flow line. In no case shall a newly constructed curb and gutter flow line exceed 8% unless the roadway profile exceeds 8%.

Drainage patterns shall not be altered unless called for in the Plans or approved by the Engineer.

Construct a contraction joint through the curb and gutter section where the curb height equals zero inches. If any curb and gutter joints fall within the Pedestrian Access Route (PAR), meet MnDOT 2521.3C.

When constructing directional curb where truncated domes are perpendicular to the path of travel, the triangular concrete area between the grade break/edge of truncated domes and the gutter face (front face of gutter) shall be constructed integral.

#### **S-30.4 METHOD OF MEASUREMENT**

The Engineer will measure Concrete Curb and Gutter (ADA) by the linear foot measured at the face of the curb.

#### **S-30.5 BASIS OF PAYMENT**

The contract unit price for Concrete Curb and Gutter shall be compensation in full equipment, materials and labor required to complete the Work.

<b>Item No.:</b>	<b>Item:</b>	<b>Unit:</b>
2531.603	Concrete Curb and Gutter.....	linear foot

### **S-31 (2531) TRUNCATED DOMES**

SP2020-175

#### **S-31.2 DESCRIPTION**

This Work consists of furnishing and installing Truncated Dome Systems at pedestrian curb ramps in accordance with the Public Rights-of-Way Accessibility Guidelines (PROWAG), MnDOT 2521 and special provision (2521) Concrete Walk ADA.

#### **S-31.3 MATERIALS**

Truncated Domes..... Approved Products List

#### **S-31.4 CONSTRUCTION REQUIREMENTS**

Firmly press truncated domes into concrete filling the vent holes on the truncated dome plates.

Obtain Engineer's approval prior to cutting truncated domes Minimum cut section surface area is two square feet. Grind cut edges smooth. A maximum of one cut section is allowed per pedestrian ramp. Coated colored truncated domes shall not be cut.

Screed the surrounding concrete finishing flush with the truncated dome plate edge. The maximum surface deviation is 3/16 inches. Provide a 3-inch minimum concrete border around the edges of the truncated domes.

Contractor shall modify the curb line radius in accordance with Standard Plan 5-297.250 and may adjust the zero-inch height curb locations up to 6 inches laterally if radial dome sections are used.

### S-31.5 METHOD OF MEASUREMENT

The Engineer will measure the area of square or rectangular truncated domes along the edge and radial truncated domes along the long cord multiplied by two.

### S-31.6 BASIS OF PAYMENT

The contract unit prices for Truncated Domes shall be compensation in full for equipment, labor and materials required to complete the Work.

The Department will pay for Truncated Domes on the basis of the following schedule:

<u>Item No.:</u>	<u>Item:</u>	<u>Unit:</u>
2531.618	Truncated Domes.....	square foot

## S-32 (2563) TRAFFIC CONTROL

SP2020-195

**REVISED 11/08/21**

SP2020-195

### S-32.1 DESCRIPTION

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

The Department will maintain Detour Roads established by the Commissioner for through traffic diverted from the Project unless otherwise indicated in the Plan.

The use of maintenance crossovers in or near the construction area is permitted if authorized by the Engineer. The Contractor is not responsible for snow removal from roads or pedestrian facilities open to public traffic. Do not suspend operations for the winter until meeting the requirements of 1803.4, "Temporary Suspensions". During authorized winter suspension, the Department will maintain traffic control devices. If traffic control devices are damaged or destroyed, the Department will pay the Contractor the value of the device as determined by the Engineer.

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

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

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

### S-32.2 MATERIALS

#### A. Temporary Signs and Devices

Reflectorize all signs, paddles, and other traffic control devices including those used for daytime operations. Fabricate temporary rigid signs and devices with retroreflective sheeting material of the appropriate color listed on the Approved Products List (APL) for either "Sheeting for Rigid Temporary Work Zone Signs, Delineators, and Markers (Type IX and XI)" or "Sheeting for Rigid Permanent

**2025 BITUMINOUS RESURFACING PROJECT**

Signs, Delineators, and Markers (Type IX and XI)". The sheeting Materials APL is located at the following link: <http://www.dot.state.mn.us/products/signing/sheeting.html>.

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

**B. Vehicle Conspicuity Tape**

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

**C. Truck/Trailer Mounted Attenuators**

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

**D. Drum Sheeting**

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

**E. Crashworthy Signs, Traffic Control Devices, and Ballast**

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

See MnDOT Technical Memorandum No. 19-03-T-01 for information and timelines on the allowable use of crashworthy devices tested under NCHRP-350. <https://techmemos.dot.state.mn.us/techmemo.aspx>

The approved ballast system for signs and devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. Add a deicer during freezing conditions to prevent the sand from freezing. Place sandbags at the base of the sign or traffic control device. Do not use any ballast that causes a sign or traffic control device to become hazardous to motorists or workers.

### **S-32.3 CONSTRUCTION REQUIREMENTS**

**A. Traffic Control Plan, Maintenance, and Inspection**

- a. Submit a proposed traffic control Plan to the Engineer for acceptance if traffic control is not present in the Plan, or if the Contractor modifies the traffic control Plan. Submit the proposed traffic control Plan at least seven days before implementation. If Field Manual layouts are used, specify layout number(s) but do not submit the layouts from the Field Manual. Do not implement the proposed traffic control modification until accepted by the Engineer.
- b. Immediately repair or replace all traffic control devices that become damaged, moved or destroyed, and all ballasts that are damaged, destroyed, or otherwise fail to stabilize the device.

The Contractor shall install and maintain flashing lamps on all advance warning signs.

- c. Meet the traffic control device quality standards as required in the Field Manual. Immediately replace unacceptable traffic control devices. Signs that are dirty and result in a noticeable loss of reflectivity at night are considered unacceptable and must be cleaned or replaced. Respond promptly to any call from the Engineer concerning the notification of unacceptable traffic control devices.

- d. Provide the names, addresses, and phone numbers of at least three individuals responsible for placing and maintaining traffic control devices to the Engineer at the Pre-construction Conference. These individuals will be "on call" 24 hours per day, seven days per week during the times any temporary traffic control devices are in place.
- e. Inspect all traffic control devices on a daily basis, including one nighttime inspection per week. Verify that the devices and pavement markings are placed in accordance with the Traffic Control Plan, these Special Provisions, and the MN MUTCD. Immediately correct discrepancies between the actual placement and the required placement.
- f. **Upon notification of an "emergency" security or safety issue the Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work within two (2) hours or be subject to a \$100 per hour deduction from the time of the two (2) hour response time limit for non-attention to project security and safety. For all "non-emergency" issues related to project security and safety the Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work within twelve (12) hours. Failure to perform the work requested within the 12 hours may result in a contract deduction of \$100 for each 12-hour period that the work is incomplete, as observed by the Engineer.**
- g. Make a daily log of required inspections. This log must indicate the date and time any changes in the stages, phases, or portions go into effect. The log must identify the location and verify that the devices and pavement markings are placed as directed or corrected in accordance with the Plan. The person making the inspection must sign the log and include the date and time of the entry. Provide copies of the inspection logs on a weekly basis and at the request of the Engineer.

B. Traffic Control Signs and Devices

- a. Roll-up signs are not allowed unless authorized by the Engineer.
- b. Cover, modify, or remove all signs that are not consistent with traffic operations. Cover the entire sign or that part of the legend that is inappropriate. Sign covers must conform to the Typical Temporary Sign Covering Details Sheet found in the Plan or at the following link: <http://www.dot.state.mn.us/trafficeng/workzone/wz-ltta/pdf/tempsigncover.pdf>
- c. Maintain Street identification signage at all times. Signs may be installed on temporary supports if the permanent sign Structures are affected by operations. This is necessary to maintain the 911 emergency system.
- d. Post mount all signs that will remain in the same location for more than 30 consecutive days. This does not include portable signs which are set up and taken down at the beginning and end of each Work shift.

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

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

- e. Signs and Structures damaged by the Contractor shall be replaced at the Contractor's expense.

## C. Traffic Safety

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

## D. High Visibility Apparel

During night work or low light conditions, all workers must wear high visibility Class E long pants and retro-reflective headgear in addition to the ANSI Class 2 or 3 vest, shirt, or jacket.

All high visibility apparel must be worn in the manner for which it was designed. All apparel worn on the torso must be closed in the front to provide 360-degree visibility. A worker's high-visibility apparel must be removed from service and replaced if it becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel.

## E. Night Work

Night work is not permitted on this Project without prior approval of the Engineer.

## F. Vehicle Warning Light Specification

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

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

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

## G. Lane Closure Requirements

- 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. Request temporary lane closures at least 24 hours prior to such closures.

The cost of maintaining vehicular and pedestrian traffic on temporary aggregate surfaced drives, walkways, including the eventual removal of the aggregate material, shall be considered incidental to traffic control.

Through traffic will be redirected from the construction areas throughout the course of the project. To the extent practical, access to local residences and businesses located along the construction zone, shall be maintained, with the exception of temporary closures necessitated by trenching or other construction operations. Any temporary closures restricting access to residences or businesses shall be of the shortest possible duration. The various construction operations under this project shall be scheduled and coordinated in such a manner as to provide the least disruption to the public. Maintenance to traffic shall be considered incidental to traffic control.

At all locations where traffic is to be maintained during construction, the Contractor shall construct temporary aggregate surfaces with suitable ramps to the existing streets. New aggregate base may be used as temporary surfacing where practical. All temporary surfaces shall have a minimum width of 24 feet and have sufficient stability to withstand the traffic loading encountered.

- b. Temporary lane closures or other traffic restrictions will only be permitted between the official hours of sunrise and sunset.
  - c. 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.
  - d. Place traffic control devices in any temporary lane closure that is adjacent to traffic and extends beyond 1000 feet as shown on Layout 61 of the Field Manual. When the lane closure is in place three days or longer, use only Type III barricades.
  - e. Use Drum Channelizers in all lane closure tapers and in any shifts in traffic alignment.
  - f. No center lane closures will be permitted.
  - g. Maintain a minimum of two miles between temporary lane closures.
  - h. Temporary lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closure will be a greater than normal hazard to traffic.
- H. Truck/Trailer Mounted Attenuators (TMAs) For Mobile/Short Duration Operations
- Truck/Trailer Mounted Attenuators (TMA) must be used on all shadow and protection vehicles operating totally or partially in a Traffic Lane if any temporary traffic control zone is defined as “Mobile/Short Duration” by the Field Manual. All references to “should” in the Field Manual in regard to TMA use for Mobile/Short Duration layouts are hereby changed to “shall”. This requirement applies to all operations utilizing Field Manual layouts 9, 10, 12, 13, 36, 41, 49, 50, 51, 54, 55, 63, 76, 77, 78, and 79. Providing TMAs for “Mobile/Short Duration” work zones is included in Traffic Control Lump Sum.
- I. Flagging Operations
- a. Flaggers and Pilot Drivers must attend a training session taught by a MnDOT-Qualified Flagger Trainer. The trainer must have completed a “MnDOT Flagger Train the Trainer Session” within the last five years and be on file as a qualified Trainer with MnDOT. Provide all flaggers with the MnDOT Flagging Handbook. Flaggers must be in possession of the handbook while flagging on the Project. Furnish the signed “Checklist for Flagger Training” or “Flagger Qualification Card” to the Engineer any time a new flagger reports to work on the Project. The “Checklist for Flagger Training” and other forms and information is found at: <http://www.dot.state.mn.us/const/wzs/flagger.html>
  - b. All signs associated with the flagging operation must be removed or covered when flagging operations are not present.



- c. Coordinate the flagging operations in a manner that causes minimum delay to the traveling public. The maximum delay time is 10 minutes. If the operation exceeds the maximum delay time, the operation must be discontinued until a new traffic control Plan is developed which meets the maximum delay requirement.
  - d. Furnish Flaggers in sufficient quantity to control each approach to the work area including intersecting crossroads that are open to traffic. All other intersecting cross roads, at minimum, will require advance signing in accordance with layout 6K-19b of the Temporary Traffic Control Field Manual.
  - e. Provide flaggers as directed by the Engineer if hauling operations create hazards for the traveling public.
- J. Milling, Sealcoating, and Paving Operations
- a. Traffic will be allowed on the milled surface.
  - b. When traffic is allowed to drive on the milled and newly paved surfaces, install interim striping and provide appropriate warning signs such as "GROOVED PAVEMENT" and "BUMP" with "Advisory Speed" plaques as shown on Layouts 35 and 66 of the Field Manual.
  - c. Taper and/or chamfer any drop-off where traffic will cross from or to the inplace surface, or from or to the milled surface, so as to provide for the safe passage of traffic.
  - d. Schedule construction operations to minimize traffic exposure to uneven lanes, milled edges, and edge drop-offs. If these conditions cannot be avoided, provide and maintain the appropriate traffic control in accordance with the "LONGITUDINAL DROP OFF GUIDELINES" in the Field Manual.
  - e. Do not mill any notches for surfacing tapers until immediately prior to paving. The Engineer may allow notches if temporary bituminous is installed and maintained to provide for the safe passage of traffic until the surfacing is completed. Constructing and milling tapers and/or chamfers is included 2563 TRAFFIC CONTROL.
  - f. Maintain traffic with a minimum of delay during milling and paving operations at Intersections controlled by signals or by all-way stop signs. Provide off-duty police officers to direct and control traffic at Intersections with fully operating traffic control signal systems.
  - g. Intersecting Streets, other than Intersections controlled by signals or all-way stop signs, may be closed during milling and paving operations in the Intersection if there are adequate alternate routes for the intersecting Street traffic. Do not close adjacent intersecting Streets to traffic concurrently. Notify the local Road authorities of its schedule to close intersecting Streets 48 hours in advance of the closure.
  - h. When traffic is allowed to drive on the sealed surface, provide and install "LOOSE GRAVEL" and "FRESH OIL" signs with "Advisory Speed" plaques as shown on Layouts 35 and 66 of the Field Manual.
- K. Maintenance and Staging of Traffic Control
- a. Pedestrian traffic must be maintained and guided through the Project at all times.
  - b. Provide, install, and maintain G20-1 "ROAD WORK NEXT XX MILES" signs and G20-2A "END ROAD WORK" signs in advance of and beyond each end of the construction limits.



**2025 BITUMINOUS RESURFACING PROJECT**

- c. Maintain a minimum lane width of 11 feet on all Roadways. Traffic must not be allowed or forced onto the Shoulders without prior approval of the Engineer.
- d. Parking may be banned within the construction limits. Notify the City Engineer at least 24 hours prior to posting any parking ban within the City. Provide and install the necessary signing 24 hours prior to the parking ban. Remove signs as soon as the work in the area has been completed.
- e. Access to and from the Project Site is subject to approval by the Engineer
- f. Keep the Right of Way fence closed during non-working hours.

**S-32.4 METHOD OF MEASUREMENT**

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

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

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

**S-32.5 BASIS OF PAYMENT**

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

All Traffic Control work will be paid in a single Lump Sum payment under Item 2563.601 (Traffic Control).

**A. Schedule**

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

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

<b>Item No.:</b>	<b>Item:</b>	<b>Unit:</b>
2563.601	Traffic Control.....	lump sum

**S-33 (2575) ESTABLISHING VEGETATION AND CONTROLLING EROSION**

The provisions of MnDOT 2575.3.L are supplemented as follows:

Unless otherwise indicated in the project plans, MnDOT Category 3N erosion control blankets that meet requirements of MnDOT 3885 shall be placed in areas of high erosion or areas as directed and staked by the Engineer.

The Contractor shall place all other erosion control, including but not limited to check bales, silt fence, sediment traps, diversions, etc., as needed to control erosion across and sediment transport from disturbed areas. Such erosion control devices shall be maintained until sufficient grass cover is established to eliminate the need for

controls. No additional payment shall be made for erosion controls and the cost therefore shall be included in other bid items. If, in the opinion of the Engineer, inadequate erosion control and protection exists on the project, the Engineer may direct that additional controls be established by the Contractor. In absence of corrective action by the Contractor, the Engineer is hereby empowered to employ his or outside forces to establish additional controls and withhold the cost of such from moneys due the Contractor.

The provisions of MnDOT 2575.5 are supplemented as follows:

#### L Unit Prices

In addition to the erosion control Pay Items included in the Plan the Engineer may require the items listed below as site conditions warrant (provided the items listed below are not already included in the Plan).

The Department will pay for additional items as ordered by the Engineer will be made in accordance with the following schedule:

Disc anchoring.....	\$82.00/acre
Seed Mixtures (for temporary use)	
21-111 or 21-112 .....	\$1.75/pound
21-113 .....	\$2.25/pound
22-111 .....	\$2.70/pound
32-241 (native construction) .....	\$5.00/pound
34-171 (wetland rehab.) .....	\$7.50/pound
Erosion Control Blanket	
Category 25.....	\$2.00/square yard
Category 30.....	\$2.25/square yard
Category 72.....	\$11/square yard
Rapid Stabilization	
Method 1.....	\$500/acre
Method 2.....	\$1000/acre
Method 3.....	\$726.00/M gallon
Method 4.....	\$2.50/square yard
Hydraulic Stabilized Fiber Matrix .....	\$1.90/pound
Hydraulic Reinforced Fiber Matrix.....	\$2.00/pound
Temporary Poly (Fiber Reinforced) Covering.....	\$1.10/square yard
Temporary Geotextile Covering.....	\$7.50/square yard
Water .....	\$42.00/M gallon
Mowing (Hand Whip).....	\$75/hour
Mowing (Machine).....	\$260.00/acre
Weed Spraying .....	\$60.00/acre

**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

## STATE PROJECT NUMBER: \_\_\_\_\_

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.

Minn. Stat. § 16C.285, Subd. 7. <b>IMPLEMENTATION.</b> ... 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...
Minn. Stat. § 16C.285, Subd. 3. <b>RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.</b> "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:
(1) The Contractor: (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) 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: (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 certify 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**

**STATE PROJECT NUMBER:** \_\_\_\_\_

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.

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

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

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
<b>By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:</b> <b>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.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>

<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**ATTACHMENT A-2  
ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE  
PROJECT**

**STATE PROJECT NUMBER:** \_\_\_\_\_

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. ...

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

\*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 certify 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.**



<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	