

CITY OF ROCHESTER
201 4TH STREET SE, ROOM 108
ROCHESTER, MN 55904-3742
*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS WILL BE RECEIVED BY CITY OF ROCHESTER THROUGH <https://bidvault.mn.uccs.com>,
UNTIL 11:00 O'CLOCK A.M. ON August 1, 2017

PROPOSAL OF _____
(Name of Firm) (Phone No.)

(Address)

(Authorized Signer)* (Email)

*See <https://lf.rochestermn.gov/forms/eAuthorization>

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION," 2016 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

J NO. (7309) & (7323)

LOCATION: Various, ROCHESTER, MN

TYPE OF WORK Mill, Overlay, and Pavement Marking

LENGTH 2500 FEET CONTRACT TIME: 30 Calender Days

FINAL COMPLETION DATE: October 15, 2017

*****NOTICE TO BIDDERS*****

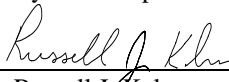
THE FOLLOWING MUST BE COMPLETED TO HAVE YOUR BID CONSIDERED FOR THIS PROJECT:

BIDDERS MUST SUBMIT BIDS ELECTRONICALLY AT: <https://bidvault.mn.uccs.com>

SUBMIT THE FOLLOWING DOCUMENTS BY EMAIL OR U.S. MAIL IN ACCORDANCE WITH THE SPECIAL PROVISIONS OF THIS PROPOSAL: PROPOSAL TITLE SHEET, RESPONSIBLE CONTRACTOR CERTIFICATE, NON-COLLUSION DECLARATION, AND FORM 21126D

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

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



Russell J. Kelm, License Number 24667 06/29/17
(Date)

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**CITY OF ROCHESTER
NOTICE OF BIDS**

Notice is hereby given that electronic bids will be accepted by the City Clerk through <https://bidvault.mn.uccs.com/>, until **11:00 A.M. on August 1, 2017** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City::

J7309 Rehabilitation of 25 St SE from South Broadway AVE S to East Street End

J7323 Rehabilitation of Harbor DR SE from Rose DR SE to Harbor Heights CT SE

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center **at 7:00 P.M. on August 7, 2017.**

Said Construction generally consists of **Bituminous Mill, Overlay and Striping**. The work includes the following approximate quantities of work:

2021.501	MOBILIZATION	1.00	LS
2232.501	MILL BITUMINOUS SURFACE (1.0")	9,539.00	S Y
2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	1,260.00	TON
2360.502	TYPE SP 12.5 WEARING COURSE MIX (3,B)	158.00	TON

The Plan Holder Data project files may be downloaded at <https://egram.rochestermn.gov> (Projects in Bidding). Bidders are responsible for all present and future downloads, including addendums and their attachments

*****ONLY REGISTERED PLANHOLDERS WILL BE ALLOWED TO BID ON PROJECTS*****

There is no cost to register or download the Project Plans and Proposal documents. To become a registered plan holder, you must create an account at: <https://connex.mn.uccs.com>.

Each bid must be accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least **5%** the amount of the bid, which amount shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract to him shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

Dated at Rochester, Minnesota this **29th day of June, 2017.**

Anissa Hollingshead, City Clerk

DIVISION S

S - 1 REFERENCE DOCUMENTATION

Reference Documentation shall be the latest edition, including amendments and published updates, issued prior to the date of advertisement for bids or the date of request for quotations, of the following:

1. 2016 Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction.
2. City of Rochester Ordinances.
3. City of Rochester Standard Detail Plates.
4. City of Rochester Standard Specifications for Street & Utility Construction.
5. Mn/DOT Minnesota Manual on Uniform Traffic Control Devices (MUTCD).

S - 2 CONTACT INFORMATION

Questions regarding this Project shall be directed to:

Russ Kelm
Design Engineer
City of Rochester
(507) 328-2417

S - 3 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

The Public Works Department will provide bidders with access to the Proposal package online through the City of Rochester's eGram site. The Public Works Department may require a fee for Bidders to purchase and download copies of the Proposal package.

S - 4 (1206) PREPARATION OF PROPOSAL

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

s 4.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

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

Bids shall be submitted electronically through BidVault

<https://bidvault.mn.uccs.com/>

- 1) Bid Security (bid bond or certified check) is required. Here are your options for submitting the bid security:
 - Submit an electronic bid bond with your electronic bid for this project using Surety 2000 or InSure Vision; or
 - Submit the original paper bid bond or certified check. It must be received in the City of Rochester's Public Works Department prior to the bid opening time and date; or
 - Email a copy of your original paper bid bond or certified check prior to the bid opening time and date. The copy must be emailed to Bidding@rochestermn.gov, (using the project number in the subject line of the email) and, your original signed bid security must be received in the City of Rochester's Public Works Department within three (3) days after bid opening..

S - 5 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1206 are modified with the following:

s 5.1 MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1212 OPENING OF PROPOSALS

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

S - 6 (1302) AWARD OF CONTRACT RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of MnDOT 1302 are modified with the following:

The City shall have up to **60 days** from the bid opening to award the contract during which time the bid unit prices shall prevail.

Acceptance of Bid

The City reserves right to:

- Reject all Bids,
- Award contract based on the owner's investigation of bidders of which Owner deems to be in the owner's best interest,
- Waive informalities or minor irregularities in bids and waive minor irregularities or discrepancies in bidding procedure.

If the City determines that any Contract will be awarded for this project, the Contract will be awarded to the Bidder submitting the lowest responsible, responsive bid as determined above in the "best interest of the City".

S - 7 (1402) CONTRACT REVISIONS (CHANGES IN QUANTITIES OVERRUN/UNDERRUN)

The provisions of 1402.3 regarding allowances for increases or decreases in quantities of major contract items of work shall not apply to any project items.

S - 8 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL (REV 04/03/17)

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

- the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- Part 6, "Field Manual for Temporary Traffic Control Zone Layouts" (Field Manual);
- the Speed Limits in Work Zones Guideline
- the Minnesota Flagging Handbook;
- the MnDOT Standard Signs and Markings Manual;

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

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

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

s 8.1 Traffic Control

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract

from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

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

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

1. Rochester Public Works Department (507) 328-2400
2. Rochester Police Department (507) 328-2800
3. Local Fire Department (507) 328-6300
4. City/Township Clerk (507) 328-2900

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

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

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

s 8.2 Maintenance and Staging of Traffic Control:

The Contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project. The Contractor shall fully expect to employ significant measures to control and maintain pedestrian, vehicular traffic throughout the life of the project. The major phases of construction are as follows:

Construction and Traffic Control Phases

~~ADVANCE SIGNING SHALL BE INSTALLED 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN~~ as approximately located in the plan and as approved by the Engineer. The Contractor shall notify the Engineer at least five (5) working days in advance of his intent to close lanes.

Prior to the start of the work, the contractor shall submit detailed traffic control plans for approval by the engineer. The Traffic Control Plan shall present the traffic control devices and layouts required for each stage of work. The plan shall also indicate maintenance and routing of pedestrian traffic throughout the project corridor.

General

1. Existing pedestrian facilities shall be closed and detoured within the work area.
2. Contractor shall provide and coordinate access accommodations with abutting owners for work in drive approach areas. This may involve extra staging or providing alternate temporary access at no additional expense.

Roadway Access points

1. One Travel lane in each direction, and intersection turn lane shall remain open at all times.
2. Signal System work shall be coordinated with the Traffic Department. Any disruption to the operation of the signal shall be completed as directed, during off peak, night, or weekend timeframes. This unique disruption timeframe coordination, and/or temporary signage, shall in no way result in additional expense.

The Construction Staging required to accomplish the above may include night or weekend work schedules, for which, no additional compensation shall be made.

s 8.3 MILLING, SEALCOATING, AND PAVING OPERATIONS

- Flagers shall direct traffic around the work zone during mobile lane closure operations.
 - (A) Traffic will be allowed on the milled surface; however, the Contractor shall be responsible for furnishing and installing interim striping as directed by the Engineer. Payment for Interim striping will be made as provided elsewhere in these Special Provisions.
 - (B) When traffic is allowed to drive on the milled surface, the Contractor shall furnish and install "GROOVED PAVEMENT" and "BUMP" signs with "Advisory Speed" plates at locations determined by the Engineer. Payment for these signs shall be included in the lump sum payment for traffic control.
 - (C) Any drop-off where traffic will cross from or to the in place surface, or from or to the milled surface, shall be tapered and/or chamfered so as to provide for the safe passage of traffic.
 - (D) The Contractor shall schedule construction operations to minimize traffic exposure to uneven lanes, milled edges, and edge drop-offs. Only after every attempt has been made to avoid these conditions and one or more of them are deemed necessary, the Contractor shall provide and maintain the appropriate traffic control in accordance with the "DROP OFF GUIDELINES" in the Field Manual.
 - (E) The Contractor shall not mill any notches for surfacing tapers until immediately prior to paving, except that with the Engineer's permission, the Contractor may mill the notches, and install and maintain temporary bituminous tapers to provide for the safe passage of traffic until the surfacing taper is installed.

The Contractor shall also reference Division SS, Traffic Signals, for traffic control requirements associated with the signal work.

At all times throughout this project, the Contractor shall keep all directly affected property owners informed as to the appropriate access route being provided and maintained for them.

A traffic flow pattern on city streets shall be maintained to provide emergency vehicle access to all property. Fire hydrants, on or adjacent to the work, shall be kept accessible to firefighting equipment at all times. All street

closings shall be approved by the city prior to closing. The temporary closing of any streets will require the installation of sufficient barricades, fences, and signs, to adequately deter traffic from entering the sites. If the streets are not closed, one lane of traffic shall be maintained at all times, and signs installed indicating "local traffic only".

Haul routes shall generally be along C.S.A.H. streets or trunk highways, and coordinated with the engineer.

s 8.4 Measurement and Payment

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

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2563.601	TRAFFIC CONTROL	L S

S - 9 (1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of MnDOT 1507, except as modified below:

s 9.1 Add the following to MnDOT 1507.2:

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

s 9.2 Any work performed by the Contractor that does not comply with MnDOT 1507.2 may be considered Unauthorized Work in accordance with MnDOT 1512.2.

s 9.3 S-27.3 All utilities related to this Project are classified as "**Level D**," unless the Plans specifically state otherwise. 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."

s 9.4 By bidding on this Contract, the bidder agrees that it shall use the Plan to identify the location of MnDOT drainage facilities as satisfying the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7560.0250 with respect to MnDOT's storm water drainage facilities.

s 9.5 The following utility owners have existing facilities that may be affected by the work under this Contract, all of which they intend where necessary to relocate or adjust in advance of or concurrently with the Contractor's operations.

Full Name	Company	Categories	Business Phone
	Gopher One Call	Other	(800) 252-1166
Pat Lynch	Arvig Communications Systems	Fiber Optics - Orange	(320) 256-0271
Steve Hauge	Centurylink North	Telephone - Orange	(507) 285-3629
Pat Ellinghuysen	Centurylink South	Telephone - Orange	(507) 285-2059
Ron Muller	Charter Communications	Cable-Orange	(507) 258-5908
Brent Marxhausen	City of Rochester	Fiber Optics - Orange	(507) 328-2862
Wally Carlson	Mayo Clinic Facilities	Other	(507) 266-8142
Steve Hyke	MN Energy Resources Corp. (Gas-yellow)	Gas - Yellow	(507) 529-5104
Kile Holm	MnDOT Traffic	Signals - Red	(507) 286-7639
Kay Klemmer	Northern Natural Gas	Gas - Yellow	(402) 530-3202
Brian Engen	Peoples Energy Cooperative	Gas - Yellow	(507) 367-7000

Rick Wellik	Peoples Energy Cooperative	Gas - Yellow	(507) 367-7000
Mike Loftus	Public Works OWEF	Steam - Yellow	(507) 328-7032
Donn Richardson	Rochester Public Utilities	Water Dept - Blue	(507) 280-1509
Matt Mueller	RPU Elect	Electric - Red	(507) 292-1204
Ann Liebenow	RPU Elect (North)	Electric - Red	(507) 280-1644
Steve Cook	Rochester Public Utilities	Electric - Transmission	(507) 280-1590
Brunholz, Chris	Rochester Public Works	Signals - Red	(507) 328-2472
David Kemper	Rochester Public Works	Sewer - Green	(507) 328-2483
Steve Senger	Zayo Bandwidth	Fiber Optics - Orange	(952) 230-9660

s 9.6 Utilities

Minnesota Energy Resources Corporation (gas lines).

Rochester Public Utilities (Overhead Distribution/ Buried Electric)

Adjust castings

Centurylink & Charter Communications (Overhead/Buried Telecommunication Lines).

Adjust castings

s 9.7 The Contractor shall coordinate his/her work and cooperate with the foregoing utility owners and their forces in a manner consistent with the provisions of MnDOT 1507 and the applicable provisions of MnDOT 1505.

s 9.8 The City of Rochester utilities that are affected such as storm sewer, sanitary sewer, and water supply have been included in the Plan for adjustment or relocation. The Contractor shall notify Doug Nelson, Manager of Engineering at telephone (507) 328-2423, in advance of the date he intends to start work and he shall furnish that office with such information as may be necessary to permit the responsible authorities to make suitable arrangements relative thereto.

s 9.9 The Contractor shall verify all underground utility locations and elevations prior to construction. (Gopher State One Call 1-800-252-1166)

S - 10 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 must verify it meets the minimum criteria detailed in the law. A bidder must submit its verification electronically by completing the “Responsible Contractor” section in the “Officers and Acknowledgements” Folder within the Electronic Bid File. A company officer must certify statements in that section. Bidders only need to complete the electronic verification; DO NOT email, fax, or send paper forms to the Department. The Department will not accept emailed, faxed or other paper submissions and will only accept electronic verifications.

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 - 11 (1803) PROSECUTION OF WORK (REV. 01/12/17)

The provisions of MnDOT 1803 are supplemented and/or modified with the following:

s 11.1 SPECIAL PROJECT ADA REQUIREMENTS

All pedestrian facilities and shared use paths on this Project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG) which can be found at: <http://www.dot.state.mn.us/ada/pdf/PROWAG.pdf>. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet the PROWAG guidelines as the need arises and field conditions dictate.

(A) The Contractor must designate a responsible person competent in all aspects PROWAG to assess proposed sidewalk layouts at each site before work begins. Any time work the Contractor is performing concerns pedestrian facilities, the Contractor’s responsible person shall be on site.

(B) Pedestrian facilities must be constructed to meet the following criteria:

(1) Pedestrian Access Routes (PAR) must be constructed to meet the following:

- Minimum 4 feet width.
- A maximum cross slope of 2.0%.
- Vertical discontinuities must be less than 0.25 inches.
- Must provide positive drainage without allowing any ponding and maintain existing drainage flow patterns unless indicated otherwise in the Plan.
- All grade breaks shall be constructed perpendicular to the path of travel.

(2) Landings are part of the PAR and must be constructed to meet the following:

- 4 feet by 4 feet minimum width.
- Maximum slope of 2.0% in all directions.
- Required at all locations where the PAR changes directions or inverse grades.
- Must be connected to the PAR.

(3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:

- Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
- Longitudinal slopes between 5 - 8.3% in the direction of travel require a landing at the top of the ramp.

If the Contractor constructs any pedestrian or shared-use trail facilities that are not per Plan, do not meet the above requirements, or do not follow the agreed upon resolution, the Contractor will be responsible for correcting the deficient facilities with no compensation paid for the corrective work. To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the following three steps:

(1) The Contractor shall use the appropriate ramp, sidewalk, and driveway details, in the Plan and identify the removal limits for the sidewalk and curb and gutter. If Contractor determines the removal limits are not adequate to meet PROWAG, the Contractor shall stop work immediately and consult the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may finish the removals.

(2) Curb Ramps at Quadrants: Prior to pouring curb ramps at quadrants the Contractor must verify the zero height curb, and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge as shown on standard plan sheet no. 5-297.250 (sheet 4 of 5). Verify curb tapers are constructed at correct heights so that positive boulevard slopes and drainage is maintained away from landings and sidewalks, to newly constructed curb and gutter sections. Check to ensure all top back of curb elevations will allow for matching into all required (sidewalk landing areas, doorways, steps, bus stops, and outwalks). The Contractor shall also verify the proposed curb flow lines will provide positive drainage as well as maintain existing drainage patterns including existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flow line and no vertical discontinuities. For required flow line corrections including curb line raises and curb ramp cross slope “tabling” see Standard Plans (Sheet 6 of 6). Curb shall be poured at 3% inflow around the radius or at a minimum distance of 10 feet from any zero height curb section when machine place. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

(3) Roadway sections with Pedestrian Facilities: Prior to pouring curb and gutter at roadway section the contractor must verify proposed curb and gutter heights will work with existing roadway and shoulder slopes. The contractor shall also check to ensure all top back of curb elevations will allow for adequate boulevard slopes and PAR slopes and widths while maintaining all match points required at (sidewalk landing areas, doorways, steps, bus stops, and outwalks). The contractor shall check all driveway locations and widths and follow driveway details and plans for all driveway layout including curb heights, and curb tapers. Driveway curbs sections and aprons shall be constructed to minimize any changes in the sidewalk widths and elevation to avoid the “roller coaster” affect. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter

(4) After the curb has been correctly poured, and the Contractor has set the sidewalk forms. The Contractor shall verify prior to placing the concrete curb ramps/sidewalks that positive drainage is maintained within public R/W, as well as maintaining existing off R/W drainage, and that all the requirements in S-X.1(B) will be achieved. In addition, the longitudinal slopes shown in the Construction Plans and the Standard Plans shall be utilized unless these conditions cannot be met. The starting point for setting the forms on the controlling ramp leg should be the following:

In addition, the longitudinal slopes shown in the Construction Plans and the Standard Plans shall be utilized unless these conditions cannot be met. The starting point for setting the forms on the controlling ramp leg should be the following:

- Steep (S) = 7%
- Flat (F) = 4%
- Landing = 1.5%
- Sidewalk Cross Slope = 1.5%
- Fan ramp = 4%

If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.

Landings – An initial landing is the first required landing of a pedestrian ramp. All initial landings required at the top of a ramped sloped surface (>2% longitudinal slope), shall be formed and placed separately in an independent concrete pour. This does not include initial landings placed 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.

Wet casting or drill and grouting of dowel bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 5 of 5. These bars may be either smooth or deformed and shall be installed with 2 inch minimum concrete cover. When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined

Price of \$10.00 per bar furnished and installed. All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed at each location.

(C) It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to layout all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, removal limits, driveway tie in limits, and ramp limits. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility. The owner's surveyor will only stake points and elevations provided in the Plan. For custom designs, other than specific dimensions provided in the Plan, the Contractor shall be expected to scale dimensions from the Plan as needed to construct the facility. If scaled dimensions do not allow for a facility to be constructed to meet the requirements of this Special Provision, the Contractor shall follow the process listed in **S-X.1(B)**. This layout work shall be incidental.

(D) The Contractor shall utilize measures and methods when working near existing buildings that will avoid damaging the building's face or structure. The contractor will be responsible for any damage to the building's face or structure, both below and above ground. Any damage resulting from Contractor operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.

(E) The Contractor will round all joints and edges of the walk with a 1/4 inch radius edging tool, contraction joints shall extend to at least 30 percent of walk thickness and shall be approximately 1/8 inch wide as per MnDOT 2521. The Contractor shall also have the option of providing saw cuts to construct the sidewalk joints and the gutter joints within the PAR. When greater than 50 feet of continuous sidewalk runs are constructed the contractor shall saw cut all joints. This work shall be considered incidental and no extra compensation paid.

The top grade break of walkable flares needs a visual joint to indicate a change in grade. To eliminate the use of excessive contraction joints in the quadrant the visual joint shall meet MnDOT 2521.3C, except the depth requirement is reduced to 1/4 inch.

In sections where concrete boulevard is placed between the back of curb and the sidewalk the 1/2 inch preformed joint filler material shall be placed at back of curb, and between outside edge of sidewalk and existing building or structures. The 1/2 inch wide preformed joint filler shall not be placed in the longitudinal joint between the sidewalk and boulevard, unless it is necessary to provide expansion at fixed structures. At locations where sidewalk is adjacent to existing buildings, whenever possible extend walk up to the edge of building and place 1/2 inch preformed joint filler 1/2 inch lower than top of walk. Furnish and install Backer Rod of appropriate diameter when joints are 1/4 inch wide or greater, clean surfaces and apply approved silicon joint filler to flush with top of walk. If the transverse sidewalk and boulevard joint layouts cannot be aligned, use approved preformed joint filler with a maximum 1/8 inch width and place between the sidewalk and boulevard to prevent contraction joints from migrating into the adjacent concrete panels.

(F) The minimum continuous and unobstructed clear width of a pedestrian access route 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 or trail shall not exceed 2%, and shall be measured perpendicular to the path of travel across the entire surface width of the sidewalk or trail. Curb ramps should match proposed sidewalk PAR width and shall match full trail widths. Whenever possible the entire landings should be placed in a single concrete placement, if this is not possible due to construction staging, follow requirements for reinforcement bar placement and tie adjacent landings together.

In areas where the sidewalk is to be constructed around fixed structures and the grade has been changed, the sidewalk shall be finished around these structures to the satisfaction of the Engineer at no additional cost.

Architectural elements such as brick pavers, concrete stamping, and multiple colored concrete placements shall be kept outside the curb ramps and curb ramp landings. Any architectural elements that do not maintain a consistent flat smooth surface shall not be used within the PAR.

(G) All pedestrian signal systems should be installed as shown in the Plan and must be constructed to meet the following criteria. The Contractor shall verify that the proposed push button locations will meet all of the following criteria before proceeding with the installation of the pedestrian push button system:

- Pedestrian push buttons shall be oriented with the button facing towards the intersection and the button face placed parallel to the outside edge of the crosswalk.
- Pedestrian push buttons shall be a minimum of 4 feet and a maximum of 10 feet from the back of curb/edge of roadway, but may be placed 1.5 feet to 4 feet from the back of curb/edge of roadway if mounted on a signal pole as indicated in the Plan or as approved by the Engineer.
- Pedestrian push buttons shall be located at the outside crosswalk edge and shall be no more than 5 feet offset from the projected outside edge of the crosswalk/outside edge of detectable warnings.
- Pedestrian push buttons shall be a minimum of 10 feet apart, except in islands and medians where only a 6 foot clear distance must be maintained.
- Each pedestrian push button shall have a landing immediately adjacent to the push button face with minimum dimensions of 4 feet by 4 feet and a maximum slope of 2.0% in all directions. Center the push button on the landing if possible to do so without violating any of the requirements listed in this Special Provision. The landing must be connected to the Pedestrian Access Route.
- A 6 foot wide clear distance between obstructions in the same path as the PAR shall be maintained wherever it is possible to do so for snow removal purposes. This 6 foot obstruction free area is called a (MAR) Maintenance Access Route
- All new hand holes shall be placed outside of the PAR, inclusive of ramps and landings.
- The push buttons shall be mounted at a height of 42 inches as indicated in the Plan. And shall have a 10 in maximum side reach. Every effort should be made to reduce the side reach distance to the least amount possible.
- Crosswalks shall be striped in a straight alignment between the bottom outside edges of the detectable warnings and placed with no kinks unless the crosswalks are shown as kinked in the Plan.
- The Contractor shall maintain all working points marked by the surveyor and use the working points to layout push button locations in accordance with the Plans and Special Provisions.

If any of these conditions cannot be met, the Contractor shall consult with the Engineer to determine a resolution. Once the Engineer and the Contractor reach an agreement on how to proceed, the Contractor may proceed. If the Contractor constructs any pedestrian push button systems or pedestrian facilities which do not meet the criteria or the agreed upon resolution, the Contractor will be responsible for correcting the deficiencies with no compensation paid for the corrective work.

To help ensure signal systems are properly constructed the Contractor must adhere to the following practices:

- All push button station bases shall be installed using a breakaway pedestal base, see Typical APS Pedestrian Push Button Location and MnDOT approved /qualified products list. The pedestal base shall be fastened to the station foundation using 4 5/8 inch (UNC) x 7 1/2 inch stainless steel anchor rods. The push button station foundation shall be constructed as part of the sidewalk by increasing the sidewalk dimension to a 12 in minimum thickness and an 18 inch minimum diameter to top of sidewalk surface. The push button station foundation shall be placed as part of the landing. All construction joints/grade breaks shall be located outside of foundation area and designated landing area.
- When not accounted for in the Plan, and determined necessary by the Engineer payment to furnish and install additional APS pedestrian push button station will be \$1,000.00 each and will be made under Item 2565.602 (Pedestrian Push Button Station). Payment shall include all components necessary to furnish and install APS push button station, including additional conduit, wiring, APS push button base installation, and shaft with reflective tape and cap.

- Signal pole foundations which are being constructed in or adjacent to sidewalk shall be constructed in accordance with the applicable MnDOT Standard Plate 8120 or 8126. If a push button is proposed to be mounted on a signal pole, a MnDOT approved extension bracket shall be used. If a push button is proposed to be mounted on a signal pole, the APS push button shall meet the vertical, horizontal, and crosswalk skew requirements.
- All newly installed pedestal foundations when used as a push button station shall be constructed in accordance with applicable MnDOT Standard Plate 8112H. Concrete for new foundation shall be placed either with or after the landing concrete is placed, and the top of the foundation surface shall be 1/4 inch maximum higher than the top of the landing surface. If a push button is placed on a new or previously existing pedestal pole, the push button shall be installed using 3 APS push button spacers (Saddle Adaptors), and the APS push button shall meet the vertical, horizontal, and crosswalk skew requirements.

S - 12 (1806) DETERMINATION OF CONTRACT TIME (REV 04/03/17)

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

s 12.1 Contract Time

The contract time shall be **30 Calender Days** after the Contractor starts any portion of the project, except for final restoration.

s 12.2 Completion Date

All work required by these contract documents shall be completed no later than **October 15, 2017**.

s 12.3 Disincentive Penalty

The contractor shall not be allowed to leave the project site for a period of more than seven (7) consecutive calendar days, except for unforeseeable delays due to the weather. Should the contractor be absent from the project site for more than seven (7) consecutive calendar days, a calander day penalty will be charged in the amount of **Five Hundred Dollars (\$500) per day** will be enforced for each day absent until the Contractor returns and begins normal construction activity.

s 12.4 The Contractor shall also reference section (1404) Maintenance of Traffic, (1707) Public Safety, and (2563) Traffic Control Traffic Signals, for critical project timeframes and dates found elsewhere in the proposal.

S - 13 INCIDENTAL WORK

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to the following:

Disposal excess excavation.

Temporary Raised Pavement Markers (TRPM) as required by project phasing

Erosion Control BMP's:

Concrete Washout Operations

Street Sweeping

Reinforcing bars and dowels for sidewalks, curbing, and driveway pavements

Maintaining access to private property.

Bituminous Tack Coat.

Salvage Topsoil

Finish grading of boulevard and disturbed areas

Fine grading of subgrade and subgrade preparation

Preparation of aggregate base for paving

Targeting and locating Pavement Markings

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project. Mobilization may include bonding, permit, and demobilization costs. When the proposal does not have a lump sum item for Mobilization, all costs incurred by the Contractor for Mobilization shall be incidental to other work.

s 13.1 Basis of Payment

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2021.501	MOBILIZATION	LS

S - 14 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

Abandoned structures and other obstructions shall be removed from the Right of Way and disposed of in accordance with the provisions of MnDOT 2104, except as modified below:

The Owner shall have the option of removing and salvaging all items such as fences, gates, light standards, poles, etc. If the Owner does not remove such items prior to construction, they shall be removed by the Contractor and shall be considered incidental to the Contract unless specific bid items are included.

All debris and excess materials removed from the project shall be disposed of by the Contractor off the project site. No burying of debris will be permitted.

Sewers within the trenching limits shall be removed and sewers outside of the trench limits shall be plugged all as incidental expense.

Abandoning of existing storm sewers shall be filled with granular material and capped watertight. Filling and capping of the abandoned sewer pipe shall be considered incidental work for which no direct payment will be made.

s 14.1 Measurement and payment for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1403.

s 14.2 **Item 2104.501 “Remove Concrete Curb and Gutter”** Shall include the removal of existing curb and gutter as noted on the plans. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the concrete curb and gutter including full depth saw cut to provide a clean edge.

s 14.3 **Item 2104.503-5 “Remove Bituminous Pavement and Walk”** Shall include the removal of existing bituminous pavement and walk as noted on the plans. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the bituminous pavement at the contract unit price per square yard, or foot which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the bituminous pavement.

s 14.4 **Item 2104.503-5 “Remove Concrete Pavement, Drive, and Sidewalk”** Shall include the removal of existing concrete pavements as noted on the plans, sawing needed for removal shall be incidental. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the concrete pavements at the contract unit price per square yard or foot, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the concrete pavements.

s 14.5 **Item 2104.511/2521.603 “Sawing Concrete Pavement”** If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of concrete paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.

s 14.6 **Item 2104.513 “Sawing Bituminous Pavement”** If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of bituminous paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.

s 14.7 **Measurement and payment** for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1403.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2104.501	REMOVE CURB & GUTTER.....	L F
2104.503	REMOVE CONCRETE WALK.....	S F
2104.513	SAWING BITUMINOUS PAVEMENT.....	L F

S - 15 (2215) RECLAMATION

This work shall consist of pulverizing and blending the in-place bituminous pavement and a portion of the underlying aggregate material to produce a uniform graded aggregate base.

This work will include spreading, watering, compacting, shaping and maintaining the blended reclaim material to the specified profile and cross-section or as directed by the Engineer:

s 15.1 Method of Measurement

Full Depth Reclamation will be measured by the **Square Yard** of the completed length and width for each depth shown in the Plan.

s 15.2 Basis of Payment

Payment for Full Depth Reclamation at the Contract bid price will be compensation in full for all labor, equipment, and material costs required to construct the reclaim material as specified including the costs of trenching, scarifying, pulverizing, blending, spreading, watering, compacting, shaping, and removal of any excess in-place bituminous pavement and aggregate material. Costs associated with the movement of the reclaim material to meet the required profile and cross-section is included in the Bituminous Pavement Reclamation bid price.

Additional aggregate ordered by the Engineer will be paid for separately under Pay Items 2211.501 (Aggregate Base Class 5) or 2211.502 (Aggregate Base (LV) Class 5). If not included in the Contract as a pay item, it will be paid for as extra work.

Reclaim material from other locations on the Project may be utilized to attain the Plan profile or cross-section as directed by the Engineer. The Contractor will be paid for loading and hauling the reclaim material on the Project only as directed by the Engineer. All costs for loading, hauling, and placing the excess material will be paid for in cubic meters (**cubic yards**), LV, at point of delivery. This work will be paid for under Item 2331.607 (Haul Bituminous Pavement Reclamation (LV)). If this work is not included in the Contract as a pay item, it will be paid as extra work.

No direct compensation will be made for water used in conjunction with the operations associated with pulverizing, blending, placing, compacting, shaping, and maintaining the reclaim material finished surface.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2215.501	FULL DEPTH RECLAMATION.....	S Y

S - 16 (2231) BITUMINOUS PATCH SPECIAL

The provisions of MnDOT 2231 are modified and/or supplemented with the following:

s 16.1 **Bituminous Patch Special** The bid price for this item shall be compensation in full for all costs of removing, preparing reclaim material as necessary, and installing full depth bituminous patch in deteriorated

transverse and longitudinal cracks prior to placing the overlay. The work shall be done in accordance with the Plan to the satisfaction of the Engineer.

s 16.2 Measurement and Payment

Measurement and Payment at the Contract bid price per square yard, which shall be compensation in full for all costs of performing the work as specified, including, but not limited to, cleanup and disposal operations.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2231.604	BITUMINOUS PATCH SPECIAL	S Y

S - 17 (2232) MILL PAVEMENT SURFACE

The provisions of MnDOT 2232 are modified and/or supplemented with the following:

s 17.1 The area and depth of milling is shown on the plans

~~Mill Bituminous Surface is paid for the 6 ft wide tapered edge mill at the curb and gutter.~~

Mill Bituminous Surface (1.0") is paid for the full (1") mill areas, and includes milling a tapered thickness at the existing edge line to match the overlay thickness.

s 17.2 Measurement and Payment

Measurement and Payment at the Contract bid price per square yard, which shall be compensation in full for all costs of performing the work as specified, including, but not limited to, cleanup and disposal operations.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2232.501	MILL BITUMINOUS SURFACE (1.0")	S Y

S - 18 (2357) BITUMINOUS TACK COAT (REV 04/08/16)

MnDOT 2357 is hereby modified as follows:

s 18.1 Delete MnDOT 2357.3H Acceptance of Tack Material and replace with:

H Acceptance of Tack Material

The Engineer will address failures related to 3151, "Bituminous Material," or deficiencies related to workmanship or application, in accordance with 1512, "Unacceptable and Unauthorized Work." The basis of measurement for tack failures or deficiencies is the full width of the lane by station. The Engineer may deduct up to 5% of the mixture Unit Price for failures related to 3151.

s 18.2 Delete MnDOT 2357.5 Basis of Payment and replace with:

2357.5 BASIS OF PAYMENT

All costs of furnishing and applying bituminous tack coat material will be incidental.

S - 19 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY) (MSCR) (REV 04/03/17)

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

s 19.1 Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Roadways, and Driveways:

TYPE SP 9.5 WEARING COURSE MIX (3,B) SP WE A 3 40 B

TYPE SP 12.5 NON WEAR COURSE MIX (3,B) SP NW B 3 40 B

s 19.2 Delete MnDOT Table 2360-2 and replace with:

Table 2360-2 PG Asphalt Grades MSCR	
Letter	PG Grade MSCR
A	PG 52S – 34
B	PG 58S – 28
C	PG 58H – 34
E	PG 58H – 28
F	PG 58V – 34
H	PG 58V – 28
I	PG 58E – 34
L	PG 64S – 22
M	PG 49S – 34

s 19.3 Delete MnDOT 2360.2.E.7 and replace with:

E.7 Minimum Ratio of Added Asphalt Binder to Total Asphalt Binder

Control recycled materials used in mixture by evaluating the ratio of new added asphalt binder to total asphalt binder as show in Table 2360-8.

Table 2360-8 Requirements for Ratio of Added New Asphalt Binder to Total Asphalt Binder¹ min%:			
Specified Asphalt Grade ²	Recycled Material		
	RAS Only	RAS + RAP	RAP Only
PG 58X ³ -28, PG 52S-34, PG 49-34, PG 64S-22	70	70	70
Wear	70	70	65
Non-Wear			
PG 58X ³ -34			
Wear & Non-Wear	80	80	80

¹ The ratio of added new asphalt binder to total asphalt binder is calculated as (added binder/total binder) x 100
² The Contractor can elect to use a blending chart to verify compliance with the specified binder grade. The Department may take production samples to ensure the asphalt binder material meets the requirements. The blending chart is on the Bituminous Office Website.
³ X=S,H,V,E

s 19.4 Remove MnDOT 2360.3.E, “Surface Requirements,” and replace with:

E Surface Requirements

After compaction, the finished surface of each lift shall be reasonably free of segregated, open and torn sections, and shall be smooth and true to the grade and cross section shown on the plans with the following tolerances:

Table 2360-27 Surface Requirements		
Course/Location	Description	Tolerance
Leveling/1 st lift using automatics	Tolerance also applies to 1 st lift placed other than leveling when automatics are used.	½ in
Wear	Tolerance of final 2 lifts from the edge of a 10 foot straightedge laid parallel to or at right angles to the centerline.	¼ in
Shoulder Wear, Temporary Wear & bypasses	Tolerance from the edge of a 10 foot straightedge laid parallel to or at right angles to the centerline.	¼ in
Transverse joints/construction joints	Tolerance from the edge of a 10 foot straightedge centered longitudinally across the transverse joint. Correction by diamond grinding required unless the Engineer and the Contractor agree to a deduct of \$1,500..	¼ in
20 ft. pavement section excluded from IRI and ALR testing in Table 2399-3.	Tolerance from the edge of a 10 foot straightedge placed parallel to or at right angles to centerline. Does not include measurement at terminal header, bridge deck, and approach panels. Corrective Work required unless both the Engineer and the Contractor agree to a deduct of \$1,500.	¼ in
Transverse Slope	Tolerance for surface of each lift exclusive of final shoulder wear.	Not to vary by more than 0.4 % from plans.
Distance from edge of each lift and established centerline.	No less than the plan distance or more than 3 inches greater than the plan distance. The edge alignment of the wearing lift on tangent sections and on curve sections of 3 degrees or less can't deviate from the established alignment by more than 1 inch in any 25 foot section.	See Description
Final wear adjacent to concrete pavements.	After compaction the final lift wear adjacent to concrete pavements must be slightly higher but not to exceed 1/4 inch than the concrete surface.	See Description
Final wear adjacent to fixed structures.	After compaction the final lift wear adjacent to gutters, manholes, pavement headers, or other fixed structures must be slightly higher but not to exceed 1/4 inch than the surface of the structure.	See Description
Finished surface of each lift.*	Must be free of segregated and open and torn sections and deleterious material. *Excluding tight blade and scratch courses.	See Description

Cut or saw and then remove and replace material placed outside the described limitations at no additional cost to the Department. If the Engineer determines the material can remain in place outside the limits, the Department will pay for the material at a reduced cost of \$10 per sq. yd. The Department will consider any single occurrence of material outside the limitations to have a minimum dimension of at least 1 sq. yd in any dimension.

The requirements of 2360.3.E are in addition to 2399, "Pavement Surface Smoothness," if specified in the Contract. When 2399 is required in Special Provisions but no pavement smoothness equation is specified, evaluate using equation HMA-B.

s 19.5 Asphalt binder meeting AASHTO M332 (MSCR) is required. See Section 3151 (BITUMINOUS MATERIAL (MSCR)) of these Special Provisions.

s 19.6 The sentence "In addition to the list the above the pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements." is deleted from MnDOT 2360.3.E Surface Requirements. The requirements of MnDOT 2360.3.E Surface Requirements will apply.

s 19.7 **2360.3 D Compaction:** All compaction shall be by the **Ordinary Compaction Method** as described in 2360.3.D.2.

s 19.8 The first paragraph of 2360.3.D.1 of the attached 2360 (Plant Mixed Asphalt Pavement) Specification 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 19, "Required Minimum Lot Density (Mat)".

MnDOT Table 2360-20 Longitudinal Joint Density Requirement is hereby deleted.

MnDOT 2360.3.D.1.h Mat Density Cores is hereby deleted and replaced with the following:

D.1.h Mat Density Cores

Obtain four cores in each lot. Take two cores from random locations as directed by the Engineer. Take the third and fourth cores, the companion cores, within 1 foot [0.3 m] longitudinally from the first two cores. Submit the companion cores to the Engineer immediately after coring and sawing. If the random core location falls on an unsupported joint, at the time of compaction, (the edge of the mat being placed does not butt up against another mat, pavement surface, etc.) cut the core with the outer edge of the core barrel 1 foot [0.3 meters] away (laterally) from the edge of the top of the mat (joint). If the random core location falls on a confined joint (edge of the mat being placed butts up against another mat, pavement surface, curb and gutter, or fixed face), cut with the outer edge of the core barrel 6 inches \pm 0.5 inch [150 mm \pm 12.5 mm] from the edge of the top of the mat (ex. center of 4 inch [100 mm] core barrel 8 \pm 0.5 inches [200 mm \pm 12.5 mm] from the edge of the top of the mat). Cores will not be taken within 1 foot [300 mm] of any unsupported edge. The Contractor is responsible for maintaining traffic, coring, patching the core holes, and sawing the cores to the paved lift thickness before density testing.

The Engineer may require additional density lots to isolate areas affected by equipment malfunction, heavy rain, or other factors affecting normal compaction operations.

s 19.9 **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 19.10 **MnDOT 2360.3.D.1.n Longitudinal Joint Density** is hereby deleted.

s 19.11 **MnDOT 2360.3.D.1.p Shoulders** is hereby deleted.

s 19.12 **MnDOT Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Non-Wear and SP Shoulders, 4% Void)** is hereby deleted.

s 19.13 **MnDOT Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void)** is hereby deleted.

s 19.14 **MnDOT 2360.3.D.1.r Pay Factor Determination** is hereby deleted.

s 19.15 Basis of Payment

Payment for plant mixed asphalt surface will be made on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,B).....	TON

S - 20 (2501-6 & S100) STORM SEWER

This work consists of constructing storm sewers in accordance with the applicable MnDOT Standard Specifications, Section 12 of the AASHTO LRFD Bridge Design Specifications, Rochester Standards for Street and Utility Construction, and the following:

s 20.1 **Adjust Frame and Ring Casting** is defined to be adjusted from existing to proposed street elevation by the addition or removal of a maximum of 12” of adjusting rings, in accordance with the detail plate 1-13, and 1-16. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work.

s 20.2 **Reconstruct Drainage Structure Structures** is defined to be adjusted from existing to proposed elevation that cannot be accommodated by the addition or removal of adjusting rings, or those structures to be adjusted over 12” in accordance with the detail plates. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work.

s 20.3 Basis of Payment

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers’ recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2506.522	ADJUST FRAME & RING CASTING.....	EACH

S - 21 (2503-6) SANITARY PIPE SEWER

This work shall consist of furnishing and installing polyvinyl chloride (PVC) pipe and fittings in accordance with the Plans, and in accordance with The City of Rochester Standards for Street Construction.

s 21.1 Maintenance of Service

Disruption of sanitary sewer or water service during the construction of this project shall be kept to a minimum. Water and sewer services shall not be disrupted for more than 4 hours.

The City of Rochester and all affected property owners and residents shall be notified by the Contractor, a minimum of 48 hours prior to disruption of service, no exceptions.

s 21.2 **Adjust Frame and Ring Casting Special** is defined to be adjusted from existing to proposed street elevation by the addition or removal of a maximum of 12” of adjusting rings, in accordance with the detail plate 1-07, 1-13, and 1-16. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work.

s 21.3 **Casting Assembly** This work includes, but is not limited to removing the existing casting and adjusting rings, furnishing and installing the new waterproofing, adjusting rings and casting, in accordance with the detail plate 1-07, 1-11 - 13, and 1-16. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work.

s 21.4 **Reconstruct Manhole Structure** is defined to be adjusted from existing to proposed elevation that cannot be accommodated by the addition or removal of adjusting rings, or those structures to be adjusted over 12” in accordance with the detail plates. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work.

s 21.5 Basis of Payment

Trenching, Bedding, Encasement, Waterproofing, and Backfill material for each type of pipe shall be according to the manufacturers’ recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
2506.602	ADJUST FRAME & RING CASTING (SPECIAL).....	EACH

S - 22 (W200 & 2504) WATERMAIN

This work shall consist of providing all labor, equipment, and materials to construct the watermain. All work shall be done in accordance with The City of Rochester Standards for Street Construction.

s 22.1 Maintenance of Service

Disruption of watermain flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

All watermain disruptions shall be coordinated with City of Rochester Public Utilities.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary service connections in these areas.

The City of Rochester Public Utilities and all affected property owners and residents shall be notified by the Contractor, a minimum of 48 hours prior to disruption of service, no exceptions.

s 22.2 **Adjust Gate Valve and Box** from existing to proposed street elevation that can be raised or lowered, shall be considered under the pay item “Adjust Gate Valve and Box” and paid for accordingly.

s 22.3 **Furnish & Install Curb Box Cover** will be measured by number of each installed. Payment for Curb Box Cover at the appropriate Contract prices will be compensation in full for all costs of the work. This work includes, but is not limited to removing the existing cover or pavement surrounding the valve, furnishing and installing the new cover set to the finished elevation of the pavement.

s 22.4 Basis of Payment

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers’ recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2504.602	ADJUST GATE VALVE & BOX.....	EACH
C150.548	FURNISH & INSTALL CURB BOX COVER.....	EACH

S - 23 (2521) CONCRETE WALK (ADA) (REV 04/03/17)

This work shall consist of constructing Concrete Walk, including necessary Subgrade Preparation, Aggregate Base, and Grading as indicated in Standard Plan Sheet No.5-297.250 (Sheet 2 of 6) and in accordance with the provisions of MnDOT 2112, 2211, 2521, Rochester Detail Plate 2-13&14, other Contract provisions, and the following:

s 23.1 **Aggregates** for Concrete Walk and pedestrian ramps

The Contractor shall place a minimum of **4 inches** of compacted or aggregate base under all concrete walks constructed as an incidental expense to the walk.

s 23.2 **Item 2521.501 “_” Concrete Walk**” is provided for all sidewalk along the project corridor, excluding pedestrian ramps, driveways, exposed aggregate, and colored sidewalk areas.

s 23.3 **Item 2521.501 “_” Concrete Walk-Exposed Aggregate**” when called for, Concrete Mix No 3F53EX (Exposed Aggregate with 3137 Class Aggregate C) shall be used.

Item 2521.501 “_” Concrete Walk Special _” provided for all colored sidewalk to be constructed as indicated in the plans. All colored concrete shall be automatically batched at the plant to provide color consistency. A clear protective surface sealer shall be applied as incidental to the bid item. The Contractor shall comply with the manufacturer’s written instructions for preparing, handling and applying the pigments and surface sealer. Color and pattern to be approved by the Engineer.

Design Special 1 shall be an integrally-colored red Federal Standard 595 Color FS #30075 as in (Prism P1840 “red barn”, Scofield A-26 “brick red”SG160-4 “red brick”) with a brick pattern stamped on the surface.

s 23.4 Mix Designations for concrete mixtures contain the following information:

1. The first digit indicates the Type Designation:
1 = non air entrained, 3 = air entrained 5% to 8.5%.
2. The second digit indicates the Grade Designation in Table 2461-6.
Grade F, Anticipated Compressive Strength 4,500 psi at 28 days.
3. The third digit indicates the Slump Range Designation in Table 2461-6.
Slump Designation 5, upper limit
4. The fourth digit indicates the Coarse Aggregate Designation in Table 2461-3.
Range 2 ASTM 67

s 23.5 Construction Requirements

(A) **Concrete Walk** – The walk shall be constructed as detailed in the Plan and conform to the requirements of MnDOT 2521, Walks.

The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 ft. All new or reconstructed sidewalk widths shall match or exceed in place sidewalk and in no case shall it be less than 5.0 ft. 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 or trail shall not exceed 2%, and shall be measured across the entire surface width of the sidewalk or trail. Curb ramps shall meet or exceed existing sidewalk and trail widths, and the curb openings. Any architectural elements that do not maintain a consistent flat smooth surface shall not be used within the PAR.

In areas where the sidewalk is to be constructed around fixed structures and the grade has been changed, the sidewalk shall be finished around these structures to the satisfaction of the Engineer at no additional cost.

When greater than 50 ft. of continuous sidewalk runs are constructed the contractor shall saw cut all joints.

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.

All existing signs shall be salvaged and reinstalled as directed by the Engineer or as indicated in the Plan.

(B) **Grading** – If not otherwise detailed in the Plan, all fill sections shall be graded flush with the top of walk for a minimum 18 inches from the edge of walk and then down at a maximum 1:3 slope to existing terrain. The Contractor shall 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. All initial landings required at the top of a ramped sloped surface (>2% longitudinal slope), shall be formed and placed separately in an independent concrete pour. This does not include initial landings placed 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.

Whenever possible the entire landings should be placed in a single concrete placement, and shall be constructed as a single plane surface having no grade breaks. If single concrete placement this is not possible due to construction staging, follow requirements for dowel bar placement and tie adjacent landings together. Architectural elements such as brick pavers, concrete stamping, and multiple colored concrete placements shall be kept outside the curb ramps and curb ramp landings.

Wet casting or drill and grouting of reinforcement bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 6 of 6. If wet casting of reinforcement the bars shall be installed 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.

When not accounted for in the Plan, payment for the reinforcing steel will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of \$10.00 per bar furnished and installed. All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed at each location.

s 23.6 Measurement and Payment

Payment will be made under Item 2521.618 (Concrete Walk) at the Contract bid price per square foot, including the area of walk under the truncated domes, which shall be compensation in full for all costs of furnishing, and installing the required material. In areas where Directional Curb is constructed, the triangular area that is behind the projected back of curb line will be paid for as Concrete Walk at the Contract bid price for Item 2521.618 (Concrete Walk). All excavation or borrow including hauling or disposal that is necessary to meet the walk grades in the Contract shall be incidental unless specifically provided for in the Plan. If common borrow requirements exceed 8 cubic yards (CV) at any individual site/quadrant, than the common borrow required at that location and not specifically accounted for in the Plan will be paid for at \$20 per cubic yard (CV).

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. All salvaging and reinstalling of signs as a result of concrete walk construction shall be incidental unless specifically provided for in the Plan.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2521.501	__" CONCRETE WALK.....	S F

S - 24 (2531) CONCRETE CURB AND GUTTER (ADA) (REV 04/03/17)

This work shall consist of constructing Concrete Curb and Gutter and the necessary Aggregate Base in accordance with the provisions of MnDOT 2531, other Contract provisions, and the following:

s 24.1 Construction Requirements

Concrete Curb and Gutter - The curb and gutter shall be constructed to meet the details in the Plan. The transition from the existing curb and gutter section to the new curb and 24 inch gutter section should occur between 5 feet – 10 feet of the zero height curb. Curb shall be poured at 3% inflow around the radius or at a minimum distance of 10 feet from any zero height curb section when machine placed. The gutter inslope shall be constructed as detailed in the Plans. The gutter inslope transitions shall occur outside of the zero height curb area.

The proposed gutter width shall be modified as necessary so as not to protrude into the adjacent travel lane with approval from the Engineer.

At all locations where new curb and gutter meets existing curb and gutter, place saw cut to leave a minimum 3 feet of in place curb and gutter between an existing joint and the proposed saw cut. If the 3 foot minimum cannot be maintained, place the saw cut over the existing joint. If construction joints are utilized within a quadrant radius Reinforcement bars shall be installed per Standard Plans 5-297.250 (Sheet 6 of 6). When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of \$10.00 per bar furnished and installed.

The Contractor must form, at a minimum, the top 1.5 inches of the gutter face. The Contractor shall not use the existing roadway edge 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, the flow line should be adjusted 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 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%.

The Contractor shall not alter any existing drainage patterns unless called for in the plans or approved by the Engineer.

The Contractor shall construct a contraction joint through the curb and gutter section at the bottom of the curb height transitions where the curb height equals zero inches. If any curb and gutter joints fall within the PAR, they shall meet MnDOT 2521.3C.

When constructing directional curb where truncated domes are placed perpendicular to the path of travel, the concrete between the grade break/edge of truncated domes and the gutter toe shall be constructed integral..

s 24.2 Method of Measurement

Measurement of Concrete Curb and Gutter will be by the linear foot measured at the face of the curb.

s 24.3 Basis of Payment

Payment will be made under Item 2531.603 (Concrete Curb and Gutter) at the Contract bid price per linear foot, which shall be compensation in full for all costs of furnishing and installing the required material including Aggregate Base.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2531.501	CONCRETE CURB & GUTTER DESIGN B6__	L F

S - 25 (2531) TRUNCATED DOMES (REV 04/03/17)

This work consists of furnishing and installing Truncated Dome Systems (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines (PROWAG). Truncated domes shall provide a visual contrast to the concrete ramp of either dark on light or light on dark. This work shall be performed in accordance with the applicable MnDOT Standard Specifications, these Special Provisions, details in the Plan, and the following:

s 25.1 Construction Requirements

The Contractor shall select a truncated dome product from the approved products list at <http://www.dot.state.mn.us/products/detectablewarningsurfaces/detectablewarningsurfaces.html>, with the following exception **TufTile Cast Iron Tiles will not be allowed.** The truncated domes shall be placed in

concrete and shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. No cutting of truncated domes will be allowed unless approved by the Engineer. No more than one cut dome per pedestrian ramp is allowed and any cut sections used shall not be less than 2 SF of surface area. All cut edges shall be ground to a smooth surface leaving no sharp edges or burrs. If using coated colored truncated domes they shall not be cut. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. The finished installation of the truncated domes plates and the ramp surface plane shall have no surface deviations over 3/16 inches. To ensure that the truncated domes are well seated in concrete, the Contractor should provide a 3 inch minimum border around the edges of the truncated domes.

The Contractor will be allowed to interchange 9 foot 5 inch and 10 foot radial truncated domes when either is called for in the Plan. If the Contractor does make a substitution, the Contractor will be required to modify the curb line radius to match the truncated domes and meet the detectable edge requirements shown on Standard Plan Sheet No. 5-297.250 (Sheet 4 of 6). The Contractor will be allowed to adjust plan locations of zero inch height curb up to 6 inches laterally to make field fit adjustments for radial truncated domes placement.

s 25.2 Method of Measurement

Square or rectangular truncated dome area will be measured by the square foot. Radial Truncated domes will be measured along the long cord and multiplied by 2 feet to compute S.F.

s 25.3 Basis of Payment

Payment will be made under Item 2531.618 (Truncated Domes) at the Contract bid price per square foot, which shall be compensation in full for furnishing and installation of truncated domes. If additional radial domes are required and not called for in the plans they will be paid for at 4 square feet per each additional plate.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2531.618	TRUNCATED DOMES	S F

S - 26 (2550) LOOP DETECTORS

This work shall consist of constructing Loop detectors as part of a Traffic Signal System in accordance with applicable Mn/DOT Standard Specifications and the Project drawings and the following:

s 26.1 Measurement and Payment

Measurement will be made by the number of loop detectors constructed as specified. Payment will be under Items 2565.602 (loop Detector __' x __') for each specified size at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including, but not limited to, all materials and labor necessary to provide a complete and operable traffic signal loop detector.:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
2550.541	6'X6' LOOP DETECTOR DES SAWCUT	EACH

S - 27 (2575) ESTABLISHING TURF AND CONTROLLING EROSION

The provisions of MnDOT 2575 are supplemented and/or modified with the following:

s 27.1 **Rapid Stabilization Methods:** shall be furnished and installed on all small critical areas, to prevent off site sedimentation and/or to comply with permit requirements. The work may be performed at any time during the Contract and will be conducted on small areas that may or may not be accessible with normal equipment. This work shall be done in accordance with the applicable MnDOT Standard Specifications, the details shown in the Plan. **Various token amounts have been included in the plans based on different weather conditions in the staging of construction.**

s 27.2 **Disturbed areas**, as shown in the plans, shall be sodded or seeded and mulched as soon as practical after completion of the grading operations, but within the period specified for germination of seed.

s 27.3 **Common Topsoil:** Topsoil should be at a minimum of 6 inches on seeded areas and 3 inches thick on sodded areas. This material should have been retained on the project included in the common excavation item.

s 27.4 **Sod:**

Sod: Shall meet the requirements of MnDOT 3878. All square yard quantities for Sod include payment for; Site Preparation, Fertilizer, Sod, and anchoring systems used for Placing Sod 2575.3F at the rates shown in the Turf Restoration Table below. Sodding around storm aprons, shall be according to MnDOT Detail Plate 9102D.

Site Restoration

Site Restoration: Shall meet the requirements of MnDOT 3876, 3881-3884. All acre or sq yd quantities for site restoration shall include payment for; Site Preparation, Fertilizer, Seed, Seed Installation, Harrowing, and Mulch, at the rates shown in the Site Restoration Table. Seeding methods shall be according to the MnDOT Seeding Manual 2014.

Site Restoration Table

Category	Type	Name	Situation	Mixture	PLS Rate (lbs/acre)	Fertilizer		
						Type	NPK lbs/ac	
Sod	Lawn	Residential Kentucky Bluegrasses			3	22-5-10 or 19-19-19	200	
	Mineral	General Roadside or sandy soils						
Non-Native Grasslands	1	Mesic General Roadside	Rural Roadside can be mowed	25-141	59	1	20-10-20	250
	2	Low Maintenance Turf	Commercial Turf mowed freq.	25-131	220	3	22-5-10	350
	3	High Maintenance Turf	Residential Turf high quality, mowed freq.	25-151	120	3	22-5-10	350
Stormwater Facilities	4	Stormwater South and West	Ponds & Wet Area-Tall Grasses	33-261	35	4	17-10-7	150
Native Grasslands	5	Dry Prairie General	Sandy/dry Areas-Short Grasses	35-221	36.5	4	18-1-8	150
	6	Mesic Prairie General	General Roadside Low Maint	35-241	36.5	4	18-1-8	120
Wetland	7	Riparian South and West	River edge	34-261	31.5			
	8	Wet Prairie	Sedge/Prairie Meadow	34-262	14.5			
	9	Wet Meadow South and West		34-271	12			

5-digit Numbering System for State Seed Mixes

1st digit Native / Non-native	2nd digit Function	3rd digit Planting Area	4th digit Hydrology	5th digit Version
1: Hybrid 2: Introduced 3: Native 4: Custom	1: Cover Crop 2: Mid-Term Stabilization 3: Stormwater Facilities 4: Wetland 5: Grassland 6: Woodland	1: Statewide 2: South 1/2 and West 1/3 3: NE and North Central 4: NW* 5: SW* 6: SE* 7: Central**	1: General 2: Dry 3: Dry mesic 4: Mesic 5: Wet mesic 6: Seasonally flooded 7: Saturated 8: Emergent 9: Submergent	1: First version 2: Second version 3: etc.

Hydraulic Erosion Control Products shall following harrowing using a Hydraulic Matrix Type Hydraulic Mulch applied at 2750 lbs per acre. The following methods may be used as an alternative to the stabilizer, as directed by the Engineer:

sl 1.1 **Mulch** Type 1 for Non-Native Grasslands and Type 3 for Native Grasslands and Stormwater Facilities, at a rate of 2.0 tons per acre with disc anchoring. If used shall be paid at 100% of the site restoration Contract price.

sl 1.2 **Erosion Control Blanket Category 3** shall be paid at the pay item rate included in the project or, if no pay item is included, it shall be paid at 150% of the site restoration Contract price.

s 27.5 **Erosion Control Blanket Category 3** is required on slopes 1:2 and steeper, and ditch bottoms greater than 2% and as shown in the plans. All sq yd quantities for Blanket shall include payment for; Site Preparation, Fertilizer, Seed, Seed Installation, Harrowing, and Blanket, at the rates shown in the Site Restoration Table.

s 27.6 **Watering:**

The Contractor shall make, at no cost to the Owner, whatever arrangements may be necessary to insure an adequate supply of water to meet the needs of this Contract. The Contractor shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate irrigation of lawns and planted areas as may be required to complete the work as specified and water used for this purpose shall be incidental to the cost of the turf establishment.

s 27.7 **Basis of Payment**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2575.505	SODDING TYPE MINERAL	S Y

S - 28 (2582) PERMANENT PAVEMENT MARKINGS (REV 01/12/17)

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

s 28.1 **Pavement Markings shall be located and/or targeted by the contractor performing the work, or prime contractor according to the plans.**

s 28.2 **Basis of Payment**

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
2582.501	PAVT MSSG PAINT	S F
2582.502	4" SOLID LINE PAINT	L F
2582.502	4" BROKEN LINE PAINT	L F

S - 29 (3151) BITUMINOUS MATERIAL (MSCR) (REV 01/15/16)

MnDOT 3151 is modified as follows:

s 29.1 Replace MnDOT 3151.2.A with the following:

A Asphalt Binder

Only use Performance Graded (PG) Asphalt Binder meeting the requirements of AASHTO M 332, Table 3151-1A, and the Combined State Binder Group Method of Acceptance for Asphalt Binder, available on the Asphalt Products page of the Approved/Qualified Products List.

Table 3151-1A Multi Stress Creep Recovery (MSCR) Test Requirements				
Grade*	Binder Code for 2360 Mix Design	Jnr@3.2kPa, maximum	%R @ 3.2kPa, min.**	Jnr Difference, max***
PG 58S-28	B	4.5	N/A	75 %

Table 3151-1A Multi Stress Creep Recovery (MSCR) Test Requirements				
PG 58H-28	E	2.0	30 %	75 %
PG 58V-28	H	1.0	55 %	75 %
PG58E-28		0.5	75 %	N/A
PG58S-34		4.5	N/A	75 %
PG58H-34	C	2.0	30 %	75 %
PG58V-34	F	1.0	55 %	75 %
PG58E-34	I	0.5	75 %	N/A
PG49S-34	M	4.5	N/A	75 %
PG52S-34	A	4.5	N/A	75 %
PG64S-22	L	4.5	N/A	75 %
<p>* LTPP Bind temperature for Minnesota is 58°C for the high PG Binder Grade temperature. The bottom three grades are special use binders and are to be tested at the high temperature indicated by the grade (example: PG 49S-34 is tested @ 49C).</p> <p>** Use in place of Appendix X1 in AASHTO - M332.</p> <p>*** Jnr Difference is waived for "E" grade binders.</p>				

Use asphalt binder supplier recommendations for mixing and compaction temperatures.

S - 30 (3591) HIGH SOLIDS WATER BASED TRAFFIC PAINT

The provisions of MnDOT 3591 are hereby modified and/or supplemented as follows:

s 30.1 The first sentence of MnDOT 3591.2 C is hereby deleted and replaced with the following:

The acrylic emulsion polymer used in the manufacture of the paint shall be Rohm & Haas HD-21, Dow DT400 or equal.

S - 31 FINAL ESTIMATE AND FINAL PAYMENT

The following provisions shall apply to preparation of the Final Estimate and execution of Final Payment under this Contract:

s 31.1 Final Estimate

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

s 31.2 Final Payment

If this Contract contains a "Disadvantage Business Enterprise or Targeted Group Business" goal, the following requirement shall apply:

ATTACHMENTS TO THE SPECIAL PROVISIONS

CONTRACTOR PERFORMANCE EVALUATION

This form is intended to be completed following the completion of public infrastructure projects in the City of Rochester. The form should be completed by City staff and their representatives involved in the project.

CONTRACTOR _____

PROJECT NAME _____

CITY PROJECT #/J# _____

LOCATION _____

WORK TYPE _____

EVALUATOR _____ ROLE _____

FUNDING (check all that apply) Federal Aid
 State Aid
 Local
 City-Owner Other funds? _____

SUBCONTRACTOR(S) #1 - _____ #2- _____ #3- _____

CONSTRUCTION START _____
 CONSTRUCTION COMPLETION _____
 CONTRACT COMPLETION DATE _____

COMPLETED ON TIME? YES LIQUIDATED YES
 NO DAMAGES? NO
 If NO, was extension granted by City?
 YES
 NO

ORIGINAL CONTRACT AMOUNT \$0.00
 CONTRACT INCREASES \$0.00
 FINAL CONTRACT AMOUNT \$0.00

REASON FOR CONTRACT INCREASE (check all that apply) Quantity Overrun Supplemental Agreements
 Change Orders Minor Extra Work Orders

Item	Score (0-3)*	Comments
Quality of Materials Delivered to Site		
Work Performance - Labor, Workmanship		
Conformance with all required plans and		
Ability to meet interim/final completion dates;		
Project Supervision - On-site, Field		
Site Management - Survey stake protection,		
Safety Procedures - Equipment, Site, Safety		
Contract Administration - Office, Payments,		
Subcontractor Management and Coordination		
Overall satisfaction and comfort level in hiring		

* See Page 2 for Scoring Guidelines

TOTAL SCORE 0 0%
 MAXIMUM SCORE 30

Subcontractor Scoring			
Item	Score (0-3)*		Comments
	Sub #1	Sub #2	
Quality of Materials Delivered to Site			
Work Performance - Labor, Workmanship			
Conformance with all required plans and			
Project Supervision - On-site, Field			
Safety Procedures - Equipment, Site, Safety			

* See below for Scoring Guidelines

TOTAL SCORE	0	0
MAXIMUM SCORE	15	15
	0%	0%

SCORING GUIDELINES

ABOVE AVERAGE (3 POINTS)

- Products/ Service delivered correctly, efficiently, timely and without excessive assistance of direction
- Contractor performs beyond expectations
- Deliverables exceed standards
- Project is on time and budget
- Contractor resolves any problems that occurred
- Contractor needs little or no direction
- Contractor responsive to requests
- Contractor suggests improvements/value engineering/alternative solutions
- Little or no business/resident/property owner complaints attributable to contractor
- Contractor's PM/Superintendent visits site daily; does exceptional job managing subs

AVERAGE (2 POINTS)

- Contractor fulfills terms of Contract; no more, no less
- Deliverables meet standards
- Contractor maintains either project schedule or budget, but not both
- Few business/resident/property owner complaints attributable to contractor
- Contractor's PM/Superintendent visits site more than once per week; average coordination of subs

BELOW AVERAGE (1 POINT)

- Contractor minimally or does not meet Contract terms
- Deliverables below standard or needs rework to comply
- Project is behind schedule or over budget
- Product/ service required direction or assistance by City to produce
- Several business/resident/property owner complaints attributable to contractor
- Contractor's PM/Superintendent only attends weekly meetings, and no additional visits; delays due to subs

UNSATISFACTORY (0 POINTS)

- Contractor requires excessive guidance or direction
- Contractor is unresponsive to requests
- Contractor unable or unwilling to resolve minor setbacks
- Deliverables do not follow standards or does not meet requirements or expectations
- Project is not on time or budget through no fault of City
- Excessive business/resident/property owner complaints attributable to contractor
- Contractor's PM/Supt rarely attends weekly mtgs., and no additional visits; no coordination with subs

FORM OF PROPOSAL

To the City of Rochester Council Members:

According to the advertisement of the Rochester City Council inviting proposals for the improvement of the section of utilities hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of the City of Rochester:

(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, 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 equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars (\$5,000,000.00), or if the contract is in excess of five million dollars (\$5,000,000.00) the aggregate liability shall be equal to the amount of the contract, 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 Rochester.

(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 Rochester 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.

ABBREVIATIONS OF SCHEDULE OF PRICES

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch	JA	Jacked
A-S	Antiseepage	LIN FT	Linear Feet
AB	Asbestos Bonded	LG	Long
ACT	Actuated	MAINT	Maintenance
AGG	Aggregate	MATL	Material
ALUM	Aluminum	MGM	1000 Board Feet
ASB	Asbestos	MET	Metal
ASPH	Asphaltic	MOD	Modification
ASSY	Assemblies	MPA	Metal Pipe Arch
B+B	Balled & Burlapped	MTD	Mounted
BC	Bituminous Coated	NON	MET Non Metallic
BIT	Bituminous	NON PERF	Non-Perforated
BLDG	Building	NON REINF	Non-Reinforced
BR	Bridge	OH	Overhead
CAL	Caliper P-A	Pipe-Arch	
CB	Catch Basin	PAVT	Pavement
CEM	Cement	PERF	Perforated
C and G	Curb and Gutter	PL	Plate
CI	Cast Iron	PNEUM	Pneumatic
C-I-P	Cast-in-Place PREC	Precast	
CL	Class	PREST	Prestressed
COMM	Commercial	PVC	Poly Vinyl Chloride
CONC	Concrete	RCPA	Reinforced Concrete Pipe Arch
COND	Conductor	REINF	Reinforced
CONN	Connection	RELO	Relocation
CONST	Construct	RESTOR	Restoration
CONT	Continuously RMC	Rigid Metallic Conduit	
CP	Cattle Pass	RNMC	Rigid Non Metallic Conduit
CTD	Coated RDWY	Roadway	
CU FT	Cubic Feet	S-G	Sand & Gravel
CU YD	Cubic Yard	SIG	Signal
CULV	Culvert SPE	Special	
CWT	Hundred Weight	SQ FT	Square Feet
DES	Design SQ YD	Square Yard	
DBL	Double STA	Station	
DI	Drop Inlet	STD	Standard
DIAM	Diameter	STL	Steel
DRWY	Driveway	STKPL	Stockpile
EXC	Excavation	STR	Strength
EXP	Expansion	STRUCT	Structural
FAB	Fabric	SPPA	Structural Plate Pipe Arch
FE	Fence	SYS	System
FERT	Fertilizer	T	Traffic
F+I	Furnish & Install	TBR	Timber
FOUND	Foundation	TEMP	Temporary
FT LG	Feet Long	THERMO	Thermoplastic
FURN	Furnish	TRTD	Treated
GA	Gauge UNDERGRD	Underground	
GRAN	Granular	UNTRTD	Untreated
HI	High	VAR	Variable
INP	In Place	VM	Vehicular Measure
INST	Install	WEAR	Wearing

NON-COLLUSION AFFIDAVIT

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

State Project No _____

STATE OF MINNESOTA _____ }

COUNTY OF _____ }ss

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

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

(1) that I am the authorized representative of _____

(Name of individual, partnership or corporation submitting this proposal)

and that I have the authority to make this declaration 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 the 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)

PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE (REV 9/29/2015)
STATE PROJECT NO. J7309 & 7323

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. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...	
Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(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	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>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</p> <p>2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and</p> <p>3) if my company is awarded a contract, I will also submit Attachment A-2 as required.</p>	
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 NO. J7309 & 7323

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

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

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

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

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NO. J7309 & 7323

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

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

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

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

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

SCHEDULE OF PRICES

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.					
Item No.	Description	Units	Quantity	Unit Price	Total Price
2021.501/00010	MOBILIZATION	LS	1.00		
2104.501/00022	REMOVE CURB & GUTTER	L F	576.00		
2104.505/00021	REMOVE CONCRETE WALK	S Y	49.00		
2104.513/00010	SAWING BITUMINOUS PAVEMENT	L F	289.70		
2215.501/00010	FULL DEPTH RECLAMATION	S Y	934.00		
2231.604/00010	BITUMINOUS PATCH SPECIAL	S Y	476.00		
2232.501/00025	MILL BITUMINOUS SURFACE (1.0")	S Y	9,539.00		
2360.501/13200	TYPE SP 9.5 WEARING COURSE	TON	1,258.00		
	MIX (3,B)				
2360.502/23200	TYPE SP 12.5 NON WEAR COURSE	TON	158.00		
	MIX (3;B)				
2504.602/00032	ADJUST GATE VALVE & BOX	EACH	5.00		
2506.602/00009	ADJUST FRAME & RING CASTING	EACH	13.00		
2506.602/00110	ADJUST FRAME & RING CASTING	EACH	9.00		
	(SPECIAL)				
2521.501/00040	4" CONCRETE WALK	S F	36.10		
2521.501/00060	6" CONCRETE WALK	S F	404.20		
2531.501/02320	CONCRETE CURB & GUTTER DESIGN	L F	576.00		
	B624				
2531.618/00010	TRUNCATED DOMES	S F	32.00		
2563.601/00010	TRAFFIC CONTROL	LS	1.00		
2565.602/61717	SAW CUT LOOP DETECTOR 6' X 6'	EACH	6.00		
2575.505/00060	SODDING TYPE MINERAL	S Y	121.50		
2582.501/10000	PAVT MSSG PAINT	S F	539.16		

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.					
Item No.	Description	Units	Quantity	Unit Price	Total Price
2582.502/10104	4" SOLID LINE PAINT	L F	775.50		
2582.502/10204	4" BROKEN LINE PAINT	L F	1,282.10		
C150.548/00010	FURNISH & INSTALL CURB BOX	EACH	3.00		
	COVER				
Total					

SURETY DEPOSITS

New Law requires surety deposits for many out-of-state Contractors

A portion of payments made to out-of-state Contractors must be deposited with the state of Minnesota in many instances under a new law passed by the 1989 Legislature.

The law requires that 8 percent of each payment paid to out-of-state Contractors for work done in Minnesota must be withheld as a surety deposit on any contract that can reasonably be expected to exceed \$100,000.

This requirement may be waived, however, if certain conditions are met.

Following are some guidelines to use with the new law.

Once an out-of-state Contractor enters into a contract that is for more than or can be expected to be more than \$100,000, the Contractor will have to file form SD-E (Exemption from Surety Deposits for Out-of-State Contractors) with the Department of Revenue. The department will use the form to determine if the Contractor is exempt from the 8 percent surety deposit requirements.

The department will grant an exemption if:

The Contractor gives the department a cash surety or bond, secured by an insurance company licensed in Minnesota, which guarantees the Contractor will comply with all provisions of Minnesota withholding, sales, and corporate income tax laws, or

The Contractor has done construction work in Minnesota at any time during the three calendar years before entering into the contract and has fully complied with Minnesota withholding, sales, and corporate income tax laws.

If the Contractor is exempt, the department will certify the form and return a copy to the Contractor, who will then be responsible to provide a copy to whoever hired them.

If the Contractor is not exempt, the department will notify whoever hired the Contractor to withhold the 8 percent surety deposit from each payment made to the Contractor. The person or company hiring the Contractor will use form SD-D to make the surety deposits.

The Department of Revenue will retain the surety deposits until the Contractor's state tax obligations are considered fulfilled. The department will then refund, with interest, any amounts held as surety.

Out-of-state Contractors working for Minnesota subdivisions will still have to file the Withholding Affidavit for Contractors (form IC-134) in addition to complying with the new provisions.

If you need more forms of information, please call (612) 296-6181 from the Twin Cities area and (toll-free) 1-800-657-3777 from elsewhere.

You may also write to: Minnesota Department of Revenue

Taxpayer Information Division
Mail Station 4450
St. Paul, MN 55146-4450

TO WHOM IT MAY CONCERN:

A new Minnesota Law effective January 1, 1990, now governs contracts over \$100,000.00 for non-Minnesota Contractors.

We have been informed by the Minnesota Department of Revenue that certain requirements have not been met. Therefore, we are withholding an 8% surety deposit from your payment.

You are eligible to have these funds returned when the state tax obligations are met.

Gross Amount

8% Surety Deposit _____

Net Amount Paid

If you have any questions, contact Mr. Brett Jenkinson at (507) 328-2466.

Form 21126D (FF Rev. 1-09)
City Project No. **J7309 & 7323**

The undersigned hereby acknowledges that all requirements included in the proposal, addenda, amendments, plans, standard specifications, and supplemental specifications are a part of this bid and contract.

Signed: _____

PROPOSAL GUARANTY required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the City of Rochester Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

NON-COLLUSION AFFIDAVIT: A Non-Collusion affidavit found in this Proposal must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____
Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Signed _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the ____ day of _____, 20 ____

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

doing business under the name and style of

Signed: _____, for _____ a partnership.
NAME BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

incorporated under the laws of the State of Minnesota

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

(NOTE: Signatures shall comply with 1206 of the Specifications.)