

LYON COUNTY HIGHWAY DEPARTMENT
504 FAIRGROUNDS ROAD
MARSHALL, MN 56258

*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH

BIDS RECEIVED UNTIL 10:00 O'CLOCK A.M. ON SEPTEMBER 15th, 2014

Bids accepted by Lyon County Auditor/Treasurer, 607 West Main Street, Marshall, MN 56258

PROPOSAL OF _____
(NAME OF FIRM)

(ADDRESS)

(AREA CODE) TELEPHONE

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", 2014 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

COUNTY PROJECT NO. **CP 13:53**

LOCATION: CR 53 between CSAH 12 and US 23

TYPE OF WORK: Grading, Aggregate Surfacing, Campground Development

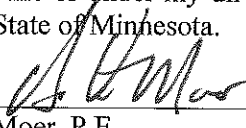
LENGTH: 0.265 miles

STARTING DATE: **Sept. 22nd, 2014**

COMPLETION DATE: **Nov. 15th, 2014**

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made in the Schedule of Prices in the Proposal and acknowledge addenda on the back cover sheet.

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.



Aaron VanMoer, P.E.
License Number 50428

Date: 8/20/14

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.

To Lyon County Board of Commissioners:

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

(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 Mn/DOT 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 Mn/DOT 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 Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 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 Mn/DOT 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 Lyon County.

(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 Lyon County 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.

**CP 13:53
LYON COUNTY
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NOTICE TO ALL BIDDERS

To report bid rigging activities call:
1-800-424-9071

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

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

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

471.425 Prompt payment of local government bills.

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

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

Subd. 4a. Prompt payment to subcontractors.

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

HIST: 1985 c 136 s 5; 1995 c 31 s 1

DIVISION S**S-1 CONTACT INFORMATION**

Questions regarding this project, including any questions prior to bidding, shall be directed to Aaron VanMoer at (507) 532-8205.

S-2 GOVERNING SPECIFICATIONS

The Minnesota Department of Transportation "Standard Specifications for Construction", 2014 Edition shall apply on this Contract except as modified or altered in the following Special Provisions.

S-3 COMPLIANCE WITH ZONING ORDINANCE

All bidders shall familiarize themselves and shall comply with the County's zoning ordinance for conditional use of land pertaining to gravel and borrow pits. Copies of the ordinance may be examined at the County Zoning Office, located at 504 Fairgrounds Road, Marshall, MN or at www.lyonco.org.

S-4 AFFIRMATIVE ACTION RESPONSIBILITIES

All bidders shall meet with the County's Affirmative Action requirements. If a bidder does not meet the requirements, the County reserves the right not to consider the bid.

S-5 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-6 (1206) PREPARATION OF PROPOSAL

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

S-6.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-6.1 MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

(1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:

(1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of "1" for each "Lump Sum" Pay Item, except as not required in the case of alternate Pay Items,

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

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

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

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

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

An authorized representative of the Bidder must sign the Proposal.

S-7 (1209) DELIVERY OF PROPOSALS

The provisions of MnDOT 1209 are modified with the following:

S-7.1 The following item in MnDOT 1209:

(6) Form 21816, "Bid Bond Form," cashier's check, or certified check;
is hereby deleted from the MnDOT Standard Specifications.

S-8 (1212) OPENING OF PROPOSAL

The provisions of MnDOT 1212 are modified with the following:

S-8.1 MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

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

S-9 (1302) AWARD OF CONTRACT

The Provisions of Mn/DOT 1302 are hereby supplemented by the following:

S-9.1 As a condition precedent to the award of contract, the bidder shall furnish proof that he is in compliance with Minnesota Statutes Section 363, as amended by Laws of 1969, implementing the rules and regulation of the Minnesota Department of Human Rights.

S-10 (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 or supplemented below:

S-10.1 If the Contractor is negligent in adhering to MnDOT 1507.2, he will be subject to a daily charge assessed at a rate of **\$500.00** per excavation area per day for each day or any portion thereof with which the Engineer determines that the Contractor has not complied.

S-10.2 All utilities that relate 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-10.3 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.

CONMIN04	FRONTIER COMMUNICATIONS	877.427.9130
LNPSTW01	LINCOLN-PIPESTONE WATER	507.368.4248
LYLNEC01	LYON LINCOLN ELECTRIC	507.247.5505
MCICOL01	MCI	800.289.3427
NOBCEL01	NOBLES COOP ELECTRIC	507.372.7331
WDSTEL01	WOODSTOCK TELEPHONE	800.778.9140
XCELS01	XCEL ENERGY	608.223.2014

Utility owners verified with Gopher State One Call ticket #140280153

S-10.4 No compensation will be made for additional costs incurred by the Contractor for any Special work or Special construction method necessary to prosecute work over, below or adjacent to utility property whose existence was indicated in the plans or Special Provisions.

S-10.5 The Contractor will be required to work around all utility poles, whether or not they have been moved or lowered. Where poles have been moved or lowered, prior to grading operations, a mound of earth shall be left around each pole of sufficient size to ensure its stability. Where such poles are moved or lowered before all grading on the project is otherwise completed, the Contractor shall remove any mounds of earth which may have

been left. No compensation in addition to the contract price for Common Excavation will be made for this work.

- S-10.6 It will be the Contractor's responsibility to contact the owners of all utilities in any area prior to the construction in the area so that the Contractor can be informed of the exact locations of all the utilities in the area including any that are not shown in the plans. It will also be the Contractor's responsibility to: (1) report any existing damage or faulty condition (i.e. sand in manholes, damaged valve boxes, etc.) to the owners prior to construction, as once excavation has commenced it will be assumed that all damage to underground installations has been caused by the Contractor's operations and it will be his responsibility to make the necessary repairs; and (2) upon completion of the project, contact all utility owners and make arrangements for a field inspection trip by his representative and representatives of the utility owners to confirm that all damages caused by the Contractor's operations have been repaired to the satisfaction of the owners.

- S-11 **(1512) UNACCEPTABLE WORK**
MnDOT 1512 is hereby modified as follows:

- S-11.1 Replace MnDOT 1512.1 number (5) with the following:

- (5) After the Contractor has been given proper notice to acceptably correct the Work and Materials and has failed to do so, provide notice of default in accordance with MnDOT 1808 "Default of Contactor".

- S-12 **(1513) RESTRICTIONS ON MOVEMENT AND STORAGE OF HEAVY LOADS AND EQUIPMENT**
The provisions of MnDOT 1513 are modified as follows:

- S-12.1 The last paragraph of MnDOT 1513 is changed to read:

If loading exceeds the above defined limits, the Contractor shall submit the proposed loads and structural analysis of the deck and beams certified by a Professional Engineer to the Bridge Engineer for the Bridge Engineer's review within a minimum of 7 calendar days before placement of loads.

- S-13 **(1517) CLAIMS FOR COMPENSATION ADJUSTMENT**
The provisions of MnDOT 1517 are supplemented with the following:

- S-13.1 NOTICE OF CLAIM:

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

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

- S-13.2 SUBMISSION OF CLAIMS:

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

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

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

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

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

S-13.3 DECISION ON CLAIMS:

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

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

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

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

S-13.4 MEDIATION:

Notwithstanding the formal claims procedures set forth in this Special Provision, the parties may at any time enter into nonbinding mediation by mutual agreement. If the parties agree to mediation, then the time requirements set forth above in Section S-15.3 (A) and (B) are suspended until the mediation is completed. The time and place for mediation, as well as selection of the mediator, shall be established by mutual agreement. The mediator's costs shall be divided equally between the Contractor and the Department. This payment shall be accomplished by the Contractor paying in full all costs and fees for the mediator and then submit the bill to the Engineer for 50 percent reimbursement. Either party may terminate mediation at any time.

S-13.5 RIGHTS OF ARBITRATION:

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

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

S-13.6

ARBITRATION OF CLAIMS AND DISPUTES:

- (A) For purposes of this section, a claim for adjustment in compensation shall mean an aggregate of operative facts which give rise to the rights which the Contractor seeks to enforce. Stated another way, a claim is the event, transaction, or set of facts that give rise to a claim for compensation. Any Contractor having a claim in excess of \$75,000.00 may waive or abandon the dollar amount in excess of \$75,000.00 so as to bring the claim within the scope of this section. However, the arbitration award shall not exceed \$75,000.00. Various damages claimed by the Contractor for a single claim may not be divided into separate proceedings to create claims within the \$75,000.00 limit.
- (B) More than one separate claim may be presented at each arbitration hearing if agreed to by the Department, the Contractor, and the Arbitrator.
- (C) Selection of the Arbitrator/ Optional Use of the American Arbitration Association:
- a. Selection of the arbitrator shall be conducted by one representative of the Department and one representative of the Contractor. A single person shall represent the prime and all subcontractors involved in the claim. Separate representation for subcontractors during the selection of the arbitrator is not allowed.
 - b. The parties may mutually agree to have the arbitration process administered by the American Arbitration Association ("AAA").
 - c. The arbitration shall be administered by a single arbitrator.
 - d. The parties shall select an arbitrator by mutual agreement, or, if the parties have agreed to use the AAA to administer the process, shall select an arbitrator from a list of arbitrators provided by the Association in accordance with the Association's procedures.
- (D) Arbitration Proceedings and Decision
- a. All arbitration of claims shall be conducted in Minneapolis, Minnesota, or another mutually agreed upon location.
 - b. Regardless of whether the parties have agreed to use AAA to administer the process, the arbitration proceeding shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect and in accordance with the requirements below. The arbitration procedures set-forth in this Special Provision shall take precedence over conflicting American Arbitration Association requirements.
 - c. If mutually agreed to by both parties, the arbitration proceeding shall follow the Fast Track rules of the American Arbitration Association.
 - d. Unless otherwise agreed to by the parties, the arbitration hearing shall be bifurcated into a liability phase and, if needed, a valuation phase. No evidence or testimony regarding the value of the claim shall be presented during the liability phase.
 - e. The Contractor shall first present evidence to support the claim. The Department will then present evidence supporting its defense. Witnesses shall submit to questions or examinations. The arbitrator has the discretion to vary this procedure and shall afford a full and equal opportunity to all parties to be heard. Exhibits, when offered by either party, may be received in evidence by the arbitrator.
 - f. The arbitrator shall entertain motions, including motions that dispose of all or part of a claim or that may expedite the proceedings.
 - g. There shall be no ex parte communication between any party and an arbitrator.

- h. When satisfied that the presentation of the parties is complete, the arbitrator shall declare the liability phase of the arbitration hearing closed. The arbitrator shall then determine whether MnDOT is liable.
- i. If the Department is found to be liable, the arbitration proceeding shall continue before the same arbitrator to resolve all damages issues. The proceedings for this portion of the arbitration shall follow the procedures outlined in Section S-15.6(D)e of this Special Provision.
- j. Within three Calendar Days after the close of the damages portion of the hearing, each party shall submit to the arbitrator their last best offers. The arbitrator shall be limited to awarding only one of the two figures submitted. In no event shall a claim award in arbitration exceed \$75,000.
- k. The decision or award of the arbitrator shall be:
 - i. In writing showing the basis for the decision or award. The arbitrator shall use the Contract and Minnesota law, or, in the absence of Minnesota law on the issue(s), other persuasive authority, as the basis for the decision.
 - ii. Final and binding on both the Department and the Contractor.

The award shall have the same finality as is accorded awards under the Uniform Arbitration Act, Minnesota Statutes Chapter 572.

(E) Arbitration Costs

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

S-13.7 **PRE-AWARD INTEREST AND PRE-JUDGMENT INTEREST:**
Pre-award interest will commence on the date that a request for arbitration is made, in writing to the Engineer, following the submission of a claim that complies with the requirements of MnDOT 1517. Pre-judgment interest will commence on the date that an action is commenced following the submission of a claim that complies with the requirements of MnDOT 1517. Pursuant to Minnesota Statutes §549.09 this Contract expressly provides dates for the commencement of interest that may vary from the dates

S-14 **(1701) LAWS TO BE OBSERVED (WET LANDS)**
The provisions of MnDOT 1701 are modified and/or supplemented with the following:

S-14.1 If the Contractor operations involve the excavation and/or disposal of material off Lyon County, MNDOT, Township, or City Right of Way, the Contractor is advised of the following:

MN Statutes Sections 103G.2212 and 103G.241 stipulate that an agent or employee of another may not:

- 1) drain, excavate, or fill a wetland, wholly or partially; or
- 2) construct, reconstruct, remove, or make any change in any reservoir, dam, or the course, current, or cross-section of any public water unless a signed statement from the property owner is obtained stating that any permit or wetland replacement plan required for the work is in place, or that a permit or replacement plan is not required; **AND** this statement is mailed to the appropriate office with jurisdiction over the wetland or public water prior to initiating the work.

The "Landowner Statement and Contractor Responsibility For Work in Wetlands or Public Waters" can be found at http://www.bwsr.state.mn.us/wetlands/forms/Contractor_Responsibility.doc . The Contractor shall

provide the Engineer with a copy of the completed "Landowner Statement and Contractor Responsibility for Work in Wetlands or Public Waters" for the excavation and/or disposal site prior to initiating the work.

S-15 (1706) EMPLOYEE HEALTH AND WELFARE

The provisions of MnDOT 1706 are supplemented with the following:

- S-15.1 The Contractor shall not use any motor vehicle equipment on this Project having an obstructed view to the rear unless:
- (A) The vehicle has a reverse signal alarm which is audible above the surrounding noise level; or
 - (B) The vehicle is backed up only when an observer signals that it is safe to do so.
- S-15.2 **A \$500.00 monetary deduction (per incident) will be assessed by Lyon County for violations of safety standards and requirements that have the potential for loss of life and/or limb of Project personnel or the public.** The areas of special concern include, but are not limited to excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection (see S-19.1 above), confined space safety, blasting operations, and personal safety devices.

S-16 (1707) PUBLIC CONVENIENCE AND SAFETY

The Provisions of Mn/DOT 1707 are hereby supplemented by the following:

- S-16.1 The Contractor shall release and agrees to save harmless the County, its agents and employees, from any and all claims of any kind or character whatsoever arising from damage, injury or death to persons or property caused by or resulting from the work performed on this Contract.
- S-16.2 Any traffic control devices that are within the working limits of the Contract and not previously removed by the County, shall be removed by the Contractor and temporarily stored. Stop signs, and other regulatory traffic signs, may be removed for short periods of time only when proper temporary traffic control is provided.
- S-16.3 Highway signs removed or relocated, flagmen, or other traffic control, furnished when traffic signs are temporarily removed and/or relocated shall be incidental to the Contract and no direct payment will be made for such work.
- S-16.4 The Contractor shall apply water for dust control as necessary for the safe use by forces working on the project and the public. All cost connected with dust control on the project, or on any haul road or detour, shall be considered an incidental expense and no direct compensation will be made for such work.
- S-16.5 The Contractor shall maintain reasonable access to all abutting properties while the Contract is in effect.

S-17 (1712) PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

MnDOT 1712 is hereby supplemented by the following:

- S-17.1 The County will not be held responsible for damages done by the Contractor to property located below the ground surface within the Right of Way, even though the existence of such property is not shown on the plans, indicated in the Special Provisions or otherwise brought to his attention before the damage is done.
- S-18 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT**
Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (M.P.C.A.), and in accordance with the provisions of Mn/DOT 1717, these Special Provisions, and the following:
- S-18.1 By signing the Proposal and completing the NPDES permit application, the Contractor is a co-permittee with the County to ensure compliance with the terms and conditions of the General Storm Water Permit (MN R100001) and is responsible for those portions of the permit where the operator is referenced. This Permit establishes

conditions for discharging storm water to waters of the State from construction activities that disturb 0.4 hectares [1 acre] or more of total land area. A copy of the "General Permit Authorization to Discharge Storm Water Associated with a Construction Activity Under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System Permit Program" is available at:
<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>

The Contractor shall apply and pay for the NPDES Permit on this Project. Payment for the application shall be incidental to the Contract and no direct compensation will be made. Lyon County will provide the Contractor with the application form with Sections 1 thru 3 and 5 thru 14 completed, as part of the Contract document package. The Contractor shall fill out the Contractor's portion (Section 4 and section 15), complete the application process, and post the Permit and MPCA's letter of coverage onsite.

A NPDES Permit declaration form will be sent to the Contractor with the Contract award packet. A copy of the signed permit application and a signed Permit Declaration form must be returned with the Contract and bond. Submittal of the copy of the signed permit application and Permit Declaration is mandatory for Contract approval. No work which disturbs soil and/or work in waters of the state will be allowed on this Project until the NPDES Permit is in effect and the department has received the required documentation.

- S-18.2 The Contractor shall be solely responsible for complying with the requirements listed in Part II.B and Part IV of the General Permit.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the permit. All inspections, maintenance, and records required in the General Permit Paragraph IV.E, shall be the sole responsibility of the Contractor. The word "Permittee" in these referenced paragraphs shall mean "Contractor". Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with the permit. The Contractor shall have all logs, documentation, inspection reports on site for the Engineer's review and shall post the permit and MPCA's letter of coverage on site. The meetings with the MPCA, Watershed District, WMO, or any local authority shall be attended by both the Engineer and the contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation from Lyon County, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Part V.H.

- S-18.3 Emergency Best Management Practices must be enacted to help minimize turbidity of surface waters and relieve runoff from extreme weather events. It is required to notify the MPCA Regional contact person within 2 days of an uncontrolled storm water release.

The names and phone numbers of the MPCA Regional Contact personnel can be found at:

<http://www.pca.state.mn.us/water/stormwater/stormwater-c.html>. the Contractor is reminded that during emergency situations involving uncontrolled storm water releases that the State Duty Office must be contacted immediately at 1-800-422-0798 or 1-651-649-5451.

- S-18.4 The Contractor shall review and abide by the instructions contained in the permit package. The contractor shall hold Lyon County harmless for any fines or sanctions caused by the contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

- S-18.5 The Contractor is advised that Section 1 of the NPDES application form makes reference to a Storm Water Pollution Prevention Plan (SWPPP). This Project's SWPPP is addressed throughout Mn/DOT's Standard Specifications for Construction, as well as this Project's Plan and these Special Provisions. The following table identifies NPDES permit requirements and cross-references where this Contract addresses each requirement.

NPDES Permit Requirements Cross-Reference within this Contract

NPDES Permit Requirements	Cross-Reference within this Contract
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	MnDOT 1701, 1702; and 1717 Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Certified Personnel in Erosion / Sediment Control Site Management Develop a Chain of Command	MnDOT 1506, 1717, and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Project / Weekly Schedule (for Erosion / Sediment Control) Completing Inspection / Maintenance Log / Records	MnDOT 1717 and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and
Project Specific Construction Staging	The Plans; MnDOT 1717; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans; MnDOT 2573, 2574 and 2575
Maintenance of Devices / Sediment removal Removal or Tracked Sediment Removal of Devices	The Plans; MnDOT 1717 and 2573; Special Provisions: 1514 (Maintenance During Construction), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Dewatering	MnDOT 2105.3C and 2451.3C; May also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	MnDOT 1717, 2573, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Permanent Erosion / Sediment Control and Turf Establishment	The Plans; MnDOT 1717, 2573,2574, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)

S-19

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By signing this bid form, the bidder will be deemed to have stipulated as follows:

- (1) That any facility to be utilized in the performance of this Contract, unless such Contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 C.F.R. Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.R. 15.20.
- (1) That the County Highway department shall be promptly notified prior to Contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

S-19 **TEMPORARY POLLUTION CONTROL**

The Contractor shall furnish material, labor and equipment for temporary control measures as shown in the Plans or ordered by the Engineer and shall provide for the acceptable maintenance thereof during the life of the Contract, to effectively prevent water pollution through the use of berms, dikes, dams, sediment basins, filter mats, silt fences, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

- S-19.1 Temporary pollution control may include construction work outside the Right of Way where such work is necessary as a result of borrow pit operations, haul road construction, equipment storage, and plant or waste disposal sites.
- S-19.2 The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the Contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction and post construction period.
- S-19.3 At the pre-construction conference, or prior to the start of the applicable construction, the Contractor shall submit for acceptance his proposed schedules for accomplishment of temporary and permanent erosion control work as are applicable for clearing and grubbing, grading, construction of bridges and other structures at watercourses, paving, and miscellaneous construction. He shall also submit for acceptance his proposed method of erosion control on haul roads and at borrow pits and his plans for disposal of waste material. No work shall be started until the applicable erosion control schedules and methods of operations have been accepted by the Engineer.
- S-19.4 **MATERIALS FOR TEMPORARY CONTROL:**
 (a) Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corn cobs, wood chips, or other suitable material acceptable to the Engineer and shall be reasonably free of noxious weeds and other deleterious matter.
 (b) Slope drains may be constructed of pipe, fiber mats, rubble, portland cement concrete, bituminous concrete, plastic sheets, or other suitable material acceptable to the Engineer.
 (c) Grass shall be quick growing species (such as rye or cereal grasses) suitable to the area, that will provide a temporary cover which will not later compete with the grasses sown for permanent cover.
 (d) Fertilizers and soil conditioners shall be a standard commercial grade acceptable to the Engineer.
 (e) Other materials as approved for use by the Engineer.
- S-19.5 **CONSTRUCTION REQUIREMENTS:**
 The Engineer shall have authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractors to provide immediate permanent or temporary control measures to prevent contamination of adjacent streams and other water courses, lakes, ponds, and areas of water impoundment. Cut slopes shall be seeded and mulched as the excavation proceeds to the extent considered desirable and practicable.
- S-19.6 The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in his accepted schedules. Temporary pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design state; that are needed prior to installation of permanent erosion that develops during normal construction practices, but are not associated with the permanent control features on the project.
- S-19.7 The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent erosion control measures current in accordance with the accepted schedules. Should seasonal limitation make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

- S-19.8 The Contractor is required to incorporate into his erosion control activities the Best Management Practices "B.M.P.'s" described in the MPCA General Storm Water Permit for Construction Activity (#MNR100001), included in the contract award packet.
- S-19.9 In the event of conflict between these requirements and any pollution control laws, rules, or regulations of other Federal and State or local agencies, the more restrictive requirements shall apply.
- S-19.10 Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the Project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages. Under no conditions shall the surface area of earth material exposed at one time by clearing and grubbing exceed 217,000 square feet without an erosion control plan which is approved by the Engineer.
- S-19.11 Under no conditions shall the amount of surface area of erodible earth material exposed at one time by excavation, borrow, or embankment operations within the Right of Way, including temporary easements, exceed 750,000 square feet without prior approval of the Engineer.
- S-19.12 The Engineer may increase or decrease the amount of surface area of erodible earth material that may be exposed at one time by clearing and grubbing, excavation, borrow, and embankment operations, as determined by his/her analysis of Project conditions.
- S-19.13 **MEASUREMENT AND PAYMENT:**
All temporary and permanent erosion and pollution control measures necessitated by the Contractor's operations outside the Right of Way, and all temporary erosion and pollution control measures necessitated by the Contractor's negligence, carelessness, or failure to properly coordinate the installation of permanent controls as part of the work scheduled within the Right of Way, shall be performed as ordered by the Engineer at the Contractor's own expense.
- S-19.14 In case of failure on the part of the Contractor to control erosion, pollution, and siltation as ordered, the County reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses so incurred by the County, including its engineering costs, that are chargeable to the Contract as his obligation and expense, will be deducted from any monies due or coming due the Contractor.
- S-19.15 All temporary and permanent erosion and pollution control measures performed as planned work within this Contract shall be paid for under the applicable bid items identified in this Contract for this purpose or as Extra Work if no bid items are provided.
- S-20 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**
REVISED 10/29/13
SP2014-48
The Contract Time will be determined in accordance with the provisions of MnDOT 1806 and the following:
- S-20.1 **Construction operations shall be started on September 22nd, 2014 or within eight (8) Calendar Days after the date of Notice of Contract Approval, whichever is later. Construction operations shall not commence prior to Contract Approval.**
- S-20.2 **All work required under this Contract, including turf establishment and Final Clean Up shall be completed on or before November 15th, 2014.**
- S-20.3 No work which will restrict or interfere with traffic shall be performed between 12:00 noon on the day preceding and 9:00 A.M. on the day following any consecutive combination of a Saturday, Sunday, and legal holiday without written permission from the Engineer.
- (A) If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed.

- (B) If the Contractor chooses to work prior to 12:00 noon on the day preceding the holiday period or if the Contractor obtains written permission to work after 12:00 noon on the day preceding the holiday period, working day charges will be assessed only for the actual hours worked.

S-21 (1901) MEASUREMENT OF QUANTITIES

The provisions of Mn/DOT 1901 are supplemented by the following:

- S-21.1 The Contractor shall provide automated weighing devices when materials are paid for by mass (weight) and hauled in trucks.
- S-21.2 The (P) designation referred to herein will be shown only in the "Statement of Estimated Quantities" in the Plans and in the Proposal. In the absence of such designation, quantities for those items defined in the Standard Specifications as "plan quantity" items will be recomputed. Unless otherwise directed by the Contract, the methods of measurement indicated in the specifications for these items will be used, disregarding any reference to plan quantity.
- S-21.3 **AUTOMATED WEIGHING DEVICE:**
Automated weighing devices shall be integrated with a ticket printer. The ticket shall contain the date, project number, pay item number, truck or tractor and trailer identification, truck tare and net mass (weight). The Contractor shall provide the truck driver with a copy of the weigh ticket. The truck driver shall give the ticket to the inspector on the project.
- S-21.4 **The contractor shall perform a minimum of 2 random spot checks per day on all scales as directed by the engineer. Spot checks shall be performed on a certified scale. Spot checks shall include accurate tare weights and total weight. Spot checks shall be within 1 percent of the weight indicated on the calibrated scale. If spot checks are not within 1 percent of the indicated weight the engineer may adjust the quantity or discontinue the use of the scale.**

S-22 (1903) COMPENSATION FOR ALTERED QUANTITIES

MnDOT 1903 is deleted and replaced with the following:

- S-22.1 Lyon County reserves the right to increase or decrease the quantities of any item without adjustments in the contract unit prices and the provisions of 1903 shall not apply

S-23 (1905) COMPENSATION FOR ELIMINATED ITEMS

Work shall be accomplished in accordance with the Provisions of 1905, except as modified below:

- S-23.1 Lyon County reserves the right to delete any item without adjustment in the Contract price.

S-24 (1906) PARTIAL PAYMENTS

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

- S-24.1 From the amounts ascertained as payable on each partial estimate, five (5) percent will be retained to protect the Department's interests.
- S-24.2 **Payment for materials on hand will not be made under this Contract.**
- S-24.3 Partial payments will be made out the first week of the month for work completed in the previous month.

S-25 (1908) FINAL ESTIMATE AND PAYMENT

The provisions of Mn/DOT 1908 are supplemented by the following:

- S-25.1 Before final payment is made for the work on this project, the Contractor must make a satisfactory showing that he has complied with the Provisions of Minnesota Statutes 290.92, requiring the withholding of State Income Tax for wages paid employees on this project. Receipt of a certificate of compliance from the Commissioner of Taxation will satisfy this requirement. The Contractor is advised that before such certificate can be issued, he

must first place on file with the Commissioner of Taxation an affidavit that he has complied with the Provisions of MN 290.92. The required affidavit form will be supplied by the Commissioner of Taxation, Centennial Building, St. Paul, MN, on request.

- S-25.2 Before final payment is made for work on this project, the Contractor must make a satisfactory showing that he has made a settlement with the owner or owners of the gravel, sand, binder soil, borrow soil, sod or rock deposits for which the Contractor selects the source of the material
- S-26 (2051) MAINTENANCE AND RESTORATION OF HAUL ROADS**
The Provisions of Mn/DOT 2051 are modified with the following:
- S-26.1 The Contractor shall make all necessary arrangements concerning the use of all roads, except Trunk Highways, and shall be fully responsible to the road authority in control for any damages caused by his hauling operations as well as for any other conditions created or imposed. The Contractor shall provide a list of all haul roads to the department prior to work commencing.
- S-26.2 The Contract shall safely maintain all public and private accesses affected by work on the Contract.
- S-26.3 Payment for Item 2051.501, Maintenance and Restoration of Haul Roads, at the Contract lump sum shall be considered to be compensation in full for all costs of maintenance and restoration of all haul roads that have been officially designated and used in conjunction with the Contract work.
- S-26.4 The Contractor will be required to water all aggregate haul roads while using them. Water used and placement of water on the haul roads will be considered incidental to 2051.501, Maintenance and Restoration of Haul Roads.
- S-26.5 The County will require the Contractor to contact and obtain approval from the proper jurisdictional agency (Township or County) for haul roads to be used for this work. This must be accomplished through documentation submitted to the Engineer prior to the use of any haul road. A standard form for this procedure may be obtained from the office of the County Engineer. The Contractor must also submit a written release of haul roads to the County Engineer before final payment.
- S-26.6 The Engineer can require the Contractor to furnish any material or equipment the Engineer determines is needed for the safe use of haul roads, detours, etc., both on or off the project. All cost for repair of the haul road including bituminous patching, gravel, etc., shall be included in the bid item 2051.501 Maintenance and Restoration of Haul Roads.
- S-27 (2101) CLEARING AND GRUBBING**
Clearing and grubbing shall be performed in accordance with the provisions of Mn/DOT 2101, except as modified below:
- S27.1 All cost incurred shall be paid for as a lump sum payment under 2101.511 Clearing and Grubbing.
- S27.2 All material must be removed from the project and disposed of properly.
- S-28 (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 Mn/DOT 2104, except as modified below:
- S-28.1 All removal and disposal operations shall be incidental. 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-29 (2105) EXCAVATION AND EMBANKMENT**
Excavation and embankment construction shall be performed in accordance with the provisions of 2105, except as modified below:

- S-29.1 The Common Excavation Plan Quantity includes stripping and replacing topsoil. Topsoil shall be spread to a minimum depth of 6.0" for the first 14' from the shoulder line and spread to a minimum depth of 4.0" for the remainder of the inslope, ditch bottom, and backslope.
- S-29.2 Common Excavation shall consist of all material encountered, regardless of their nature, and shall include all boulders and detached rocks, regardless of their sizes.
- S-29.3 Compaction of all embankment construction, including culvert backfills, shall be obtained by the "Quality Compaction" method described in Mn/DOT 2105.3F.
- S-29.4 **(2105)MUCK EXCAVATION:**
Excavated material shall become property of the contractor and disposed of properly.
- S-29.5 **(2105)COMMON BORROW:**
The Contractor shall be responsible to obtain the borrow site outside of the construction limits. All responsibilities for price negotiation and final cleanup shall be between the Contractor and the owner of the borrow.
- The Contractor shall stake out the perimeter of the borrow site and inform Lyon County two weeks in advance of borrow removal in order for the County to conduct an initial cross-section survey of the site. Once removal is complete and the topsoil is replaced, the County will make a final cross-section survey of the site to determine the total excavated volume (EV). Quantities for 2105.523 Common Borrow (EV) will be based on actual computed quantities.
- S-29.6 **(2105)SALVAGED AGGREGATE BASE:**
Salvaged Aggregate Base courses shall be constructed in accordance with the provisions of Mn/DOT 2211 except as modified below:
- The existing bituminous material shall be pulverized or crushed to pass the 2" sieve and shall be considered incidental. The Contractor is responsible for stockpiling of the pulverized bituminous and existing aggregate base for use later as Salvaged Aggregate Base – Placed From Stockpile.
- If pulverization is used, the Contractor shall screen the mixture of bituminous and aggregate base to remove any oversized, unpulverized bituminous.
- The pulverized or crushed bituminous shall be blended with the existing aggregate base to produce a uniform, blended mixture. The Contractor shall remove the bituminous and aggregate base material full-depth while taking care not to contaminate salvaged aggregate with underlying soils.
- If salvaging operations are not sufficiently removing enough of the aggregate mixture or are contaminating the aggregate with underlying soils due to a soft sub base, the Contractor shall cease salvaging operations until an alternate method and/or alternate equipment is used. The Contractor shall not commence operations until the alternate salvaging plan has been approved by the Engineer.**
- Salvaged material shall not be stockpiled within the ROW or on property adjacent to the roadway without written consent from the landowner and the County.**
- The Contractor shall place the salvaged aggregate for a gravel surface after the road has passed test rolling and the grades are verified by the Engineer. **The Contractor shall place the salvaged aggregate by truck.**
- The surface bituminous and aggregate thicknesses as shown on the plans are approximate. The actual thickness may vary. No extra compensation will be made for increased thickness.

MEASUREMENT AND PAYMENT:

Measurement and payment shall be verified and paid from weigh tickets required for item 2105.533 "SALVAGED AGGREGATE BASE (PLACED FROM STOCKPILE).

S-29.7 (2105) CAMPSITE GRADING:
Grade campsites as shown on plan sheet 3 of 15 sheets. All labor and materials shall be included in the total bid price for each campsite.

S-29.8 (2105) SOIL STABILIZATION GEOGRID
This work shall consist of placing geogrid below the fill material (may be underwater) at the location(s) shown in the Plan, or as directed by the Engineer. The work shall be accomplished according to Mn/DOT 2105, these Special Provisions, or as directed by the Engineer. The purpose of the geogrid layer is to provide reinforcement and to minimize differential movement. The Contractor's proposed construction sequence for geogrid and fill placement shall be submitted to the Engineer for review at least 21 days prior to beginning of this element of construction.

MEASUREMENT AND PAYMENT:

Measurement will be made of the number of square meters [square yards] of satisfactorily installed geogrid approved by the Engineer. No allowance will be made for seams. Payment will be made under Item 2105.604 (Geogrid) at the Contract bid price per square meter [square yard], which shall be compensation in full for all work including, but not limited to, geotextile, placement, anchoring, and any needed repairs.

GEOGRID: – Materials and Construction Requirements

The contractor agrees to place the geogrid according to the following specifications.

Geogrid must meet or exceed the specifications for Tensar Earth Technologies, Inc., Structural Geogrid BX1100. The specifications are as follows:

Product Type: Integrally Formed Structural Geogrid
Load Transfer Mechanism: Positive Mechanical Interlock

Product Properties

<u>Index Properties</u>	<u>Units</u>	<u>MD Values¹</u>		<u>XMD Values¹</u>	
- Aperture Dimensions ²	mm (in)	25	(1.0)	33	(1.3)
- Minimum Rib Thickness ²	mm (in)	0.76	(0.03)	0.76	(0.03)
<u>Load Capacity</u>					
- True Initial Modulus in Use ³	kN/m(lb/ft)	250	(17,140)	400	(27,420)
- True Tensile Strength @2% Strain ³	kN/m(lb/ft)	4.1	(280)	6.6	(450)
- True Tensile Strength @5% Strain ³	kN/m(lb/ft)	8.5	(580)	13.4	(920)
<u>Structural Integrity</u>					
- Junction Efficiency ⁴	%	93			
- Flexural Stiffness ⁵	mg-cm	250,000			
- Aperture Stability ⁶	kg-cm/deg	3.2			
<u>Durability</u>					
- Resistance to Installation Damage ⁷	%SC/%SW/%GP	90/83/70			
- Resistance to Long Term Degradation ⁸	%	100			

Dimensions and Delivery

The structural geogrid shall be delivered to the jobsite in roll form with each roll individually identified and nominally measuring 3.0 meters (9.8feet) or 4.0 meters (13.1 feet) in width and 50.0 meters (164 feet) or 75.0 meters (246 feet) in length. A typical truckload quantity is 260 to 350 rolls. On special request, the structural geogrid may also be custom cut to specific lengths or widths to suit site specific engineering designs.

Notes

I Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D-4759.

Brief descriptions of test procedures are given in the following notes.

Complete descriptions of test procedures are available on request from Tensar Earth Technologies, Inc.

- ii. Nominal Dimensions.
 - iii. True resistance to elongation when initially subjected to a load measured via ASTM D6637 without deforming test materials under load before measuring such resistance or employing "secant" or "offset" tangent methods of measurement so as to overstate tensile properties.
 - iii. Load transfer capability measured via GRI-GG2-87. Expressed as a percentage of ultimate tensile strength.
 - v. Resistance to bending force measured via ASTM D-5732-95, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder"), and of length sufficiently long to enable measurement of the overhang dimension. The overall Flexural Stiffness is calculated as the square root of the product of machine and cross-machine-direction Flexural Stiffness values.
 - vi. Resistance to in-plane rotational movement measured by applying a 20 kg-cm moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter (U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity).
 - vii. Resistance to loss of load capacity or structural integrity when subjected to mechanical installation stress in clayey sand (SC), well graded sand (SW), and crushed stone classified as poorly graded gravel (GP). The geogrid shall be sampled in accordance with ASTM D5818 and load capacity shall be measured in accordance with ASTM D6637.
 - viii. Resistance to loss of load capacity or structural integrity when subjected to chemically aggressive environments measured via EPA 9090 immersion testing.
1. The Contractor shall supply the Engineer with geogrid specifications 14 days before the placement of the geogrid.
 2. The installation shall be done in accordance with the manufacturer's recommendations and approved by the Engineer.
 3. **All joints shall have a 1 foot overlap.**
 4. The use of a triaxial geogrid may be approved for use by the Engineer. Submit specifications along with request for use 14 days prior to placement of geogrid under this contract.

S-30 (2211) AGGREGATE BASE

REVISED 01/03/14

Aggregate base courses shall be constructed in accordance with the provisions of MnDOT 2211 except as modified below:

S-30.1 Compaction shall be achieved by the "Quality Compaction Method" described in MnDOT 2211.3D2.

S-30.2 Replace Table 2211-1 with the following.

Classification	Moisture Content (% by dry weight)
Class 3 and 4 (< 2.5% bitumen content)	≥ 7%
Class 5, 5Q and 6 (< 2.5% bitumen content)	≥ 5%
Classes 3, 4, 5, 5Q and 6 ≥ 2.5% bitumen content	3% ≤ moisture content ≤ 7%

S-30.3 Virgin Aggregate Base Class 5 Mod. (2211.501) is modified so 6%-12% shall pass the 200 sieve.

S-30.4 Aggregate base shall be delivered to the project at a minimum rate of 200 tons/hour. Failure to comply will result in a \$300/day penalty.

S-31 **(2215) FULL DEPTH RECLAMATION (FDR)**

Full Depth Reclamation (FDR) shall be constructed in accordance with the provisions of MnDOT 2215 except as modified below:

- S-31.1 The eighth sentence in Mn/DOT 2215.3 (E) Placing and Compaction, is deleted and replaced with the following:

Compact using the "Quality Compaction Method".

S-32 **(2501) PIPE CULVERTS**

Pipe culverts shall be constructed in accordance with the Provisions of 2501, except as modified below:

- S-32.1 The joints of all reinforced concrete pipe 15" in diameter and larger shall be tied. Furnishing and installing ties shall be considered incidental items and no direct compensation will be made therefore.
- S-32.2 Each joint of concrete pipe culvert shall be effectively protected against infiltration of backfill soil by providing a full circumferential wrap of approved filter cloth material extending 12 inches or more on each side of the joint secured in place by a method approved by the Engineer. Bituminous mastic will be placed around the entire joint of the pipe in addition to the filter cloth.

S-33 **(2575) TURF ESTABLISHMENT**

Turf establishment shall be performed in accordance with the provisions of Mn/DOT 2575, except as Modified below:

- S-33.1 All areas to be seeded shall be tilled to provide a smooth, moist, and evenly textured seedbed foundation. Final grade and seedbed shall be approved by the engineer before the contractor shall seed and mulch. The seedbed shall be uniform in grade, in good friable condition to a minimum depth of 4 inches, and free of rock or debris.
- S-33.2 Seed shall be performed with a drop seeded (Brillion-Type) equipped with a cultipacker.

NON-COLLUSION AFFIDAVIT

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

County Project No.: CP 13:53

State of Minnesota _____)

) ss

County of _____)

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

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

(1) that I am the authorized representative of _____

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

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

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

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

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

Signed: _____
(bidder or his authorized representative)

THE SCHEDULE OF PRICES SHEETS HAVE INTENTIONALLY BEEN LEFT OUT OF THE PDF PRINT OUT OF THIS PROPOSAL. TO REQUEST THE SCHEDULE OF PRICES SHEETS, PLEASE VISIT OUR WEBSITE, WWW.LYONCO.ORG, FOR INSTRUCTIONS OR CONTACT THE LYON COUNTY HIGHWAY DEPARTMENT AT 507-532-8205. THE SCHEDULE OF PRICES SHEETS WILL BE EMAILED TO YOU FOR INSERTION INTO THE PROPOSAL TO MAKE IT COMPLETE.

Form 21126D (Rev. 2-90)

State Project No. CP 13:53

GRAND TOTAL \$ _____

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

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: Our firm will meet a minimum goal of ___ % of this contract to Disadvantaged Business Enterprises. A bidder who fails to indicate a specific goal above must fulfill the total goals indicated in the proposal.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit is found in this proposal which 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.)