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**SPECIAL PROVISIONS**

**DIVISION "AC"**

**NOTES TO PROPOSAL PREPARER:**

**AC-1      NOTICE TO BIDDERS:**

There is a standard deposit required by the County of Hennepin for all plans and proposals. The deposit amount will be determined in accordance with the following schedule:

**DEPOSIT FOR PROPOSAL WITH ATTACHED PLAN**

<b>TOTAL NO. OF PAGES IN PROPOSAL</b>	<b>DEPOSIT AMOUNT</b>
101 and over	\$25.00

Refunds of said deposit will be made to firms and individuals who have returned complete sets of the plans and proposals, unmarked and in good condition, within twenty-one (21) calendar days following the bid taking. No refunds will be made to firms and individuals not on the bidders list for this project.

**AC-2      SPECIFICATIONS WHICH APPLY:**

The 2005 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction" and all Supplements thereto, shall govern except as may be shown or noted in the plans or modified in the Special Provisions. All references to specific provisions of the Specifications shall be construed to include all current amendments thereto.

**AC-3      STANDARD PLATES:**

All references to Standard Plates shall mean the "Standard Plates" of the Department of Transportation of the State of Minnesota.

**AC-4      REQUIRED CONTRACT PROVISIONS:**

These contract provisions shall apply to all work done on the contract by the Contractor with its own organization and with the assistance of employees under its immediate superintendence and to all work done on the Contract by piecework, station work or by subcontract.

The Contractor shall insert in each of its written subcontracts or purchase orders all stipulations contained in these Required Contract Provisions and a clause requiring its subcontractors to include these Required Contract Provisions in any lower tier subcontracts that they may enter, with a clause requiring the inclusion of these

provisions in any further subcontracts that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.

A breach of any of the stipulations contained in these Required Contract Provisions may be grounds for termination of the Contract.

#### AC-4.1 Statements and Payrolls

##### A. Payrolls and payroll records:

1. Payrolls and basic records relating thereto shall be maintained during the work and preserved for three years after that for all laborers, mechanics, apprentices, trainees, watchpersons and guards working at the site of the work.
2. The payroll records shall contain name, social security number and address of each such employee, his/her correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Wherever it is found that the wages of any laborer or mechanic include the amount of any costs anticipated in providing benefits under a plan or program, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been expressed in writing to the laborers or mechanics affected and records that show the costs anticipated or the actual cost incurred in providing such benefits.
3. The payrolls shall contain the following information:
  - a) The employee's full name, address and social security number. The employee's full name and social security number need only appear on the first payroll on which his/her name appears. The employee's address need only be shown on the first submitted payroll on which the employee's name appears, unless a change of address requires a submittal to reflect the new address.
  - b) The employee's classification, including labor code and description.
  - c) Entries showing the employee's basic hourly wage rate and, where applicable, the overtime hourly rate. The payroll should show separately the amounts of employee and employer contributions to fringe benefit funds and/or programs. Any fringe benefits paid to the employee in cash must be shown. There is no prescribed or mandatory form for showing the above information on payrolls.

- d) The employee's daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted).
  - e) The itemized deductions made; and
  - f) The net wages paid.
  - g) The Contractor shall submit weekly all payrolls to the County Engineer or its designated representative. The copy shall be accompanied by a statement signed by the employer or its agent showing that the wage rates contained therein are not less than those determined by the Department of Labor and Industry, and that the classification set forth for each laborer or mechanic conform with the work he/she performed, i.e., Form Mn/DOT 21658.
4. The Contractor shall make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the County of Hennepin, the Minnesota Department of Transportation, and the Department of Labor and Industry, and shall allow such representatives to interview employees during working hours on the job.
  5. The wages of labor shall be paid in legal tender of the United States, except that this will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the Contractor shall arrange for them to be cashed and shall give information regarding such arrangements.
  6. No fee of any kind shall be asked or accepted by the Contractor or any of its agents from any person as a condition of employment on the project.
  7. No laborers shall be charged for any tools in doing their respective duties except avoidable loss or damage thereto.
  8. Every employee on the work covered by this Contract shall be allowed to lodge, board and trade where and with whom he/she elects, and neither the Contractor nor its agents, nor its employees shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.
  9. No charge shall be made for any transportation furnished by the Contractor, or its agents, to any person employed on the work.

10. No individual shall be employed as a laborer or mechanic on this Contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

**AC-5**      **PROPOSAL:**

The proposal form will be furnished by Hennepin County.

The envelope containing the bid shall be addressed to the office of Hennepin County Purchasing and Contract Services Division, A-1705 Government Center, Minneapolis, Minnesota 55487-0175, and the envelope shall bear the inscription:

BID FOR: CONCRETE PAVEMENT REPAIR CP 1101

TO BE OPENED AT 2:00 O'CLOCK P.M. ON TUESDAY, JULY 12, 2011.

The bid shall be printed or written in ink and shall be accompanied by a certified check or bidder's bond payable to the Hennepin County Treasurer in the sum of five percent (5%) of the amount of the price bid. The County of Hennepin reserves the right to reject any or all proposals.

**AC-6**      **PAYMENT; MONIES WITHHELD FROM PAYMENTS:**

Payment will be made by the County of Hennepin in the manner provided by law for payment of claims against the County. As set forth in more detail in another part of these specifications, (1) all contractors are advised that all contract payments under the awarded contract are subject to the County of Hennepin deducting a portion therefrom to help assure protection of the County's interests, and (2) out-of-state contractors are advised that in addition to any aforesaid contract deduction, contract payments under the awarded contract, if over or expected to be over \$100,000, are also subject to the County deducting another amount to help ensure payment of applicable Minnesota taxes. (Under the appropriate circumstances, the aforesaid withholdings may be avoided.) Further, all contractors have important retainage obligations for applicable Minnesota taxes with respect to their out-of-state subcontractors performing construction work on the herein project pursuant to subcontracts over \$100,000.

**AC-7**      **WITHDRAWAL OF BIDS:**

No bid may be withdrawn for a period of 120 days from the opening thereof, and a bid once delivered to the formal custody of Hennepin County may not be returned until after the bids are opened and acknowledged.

**AC-8**      **RECORD EXAMINATION:**

In addition to any other related provisions of the Contract, the books, records, documents, and accounting procedures and practices of the Contractor relevant to the

Contract shall be subject to examination by the County and the Auditor of the State of Minnesota.

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**RECYCLING PROGRAM:**

If the Contract between the County and Contractor is for a sum less than \$250,000, the County encourages the Contractor to develop and implement an office paper and newsprint recycling program.

If the Contract between the County and the Contractor is for a sum over \$250,000, the Contractor shall establish an office paper and newsprint recycling program which shall include a written plan available to the County at the County's request containing the following: description of the plan; person and position responsible for plan administration; types of paper collected and method of collection and transportation to a recycling center; an annual report summarizing collection efforts.

Any questions regarding recycling programs should be directed to the Department of Environmental Services at (612) 348-6358.