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SPECIAL PROVISIONS

DIVISION "AC"

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 PLANS	
TOTAL NO. OF SHEETS IN PLAN	DEPOSIT AMOUNT
151 and over	\$50.00

DEPOSIT FOR PROPOSAL	
TOTAL NO. OF PAGES IN PROPOSAL	DEPOSIT AMOUNT
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 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: LOWRY AVENUE BRIDGE PHASE II CP 041603

TO BE OPENED AT 2:00 O'CLOCK P.M. ON TUESDAY, FEBRUARY 22, 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-5 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-6 WITHDRAWAL OF BIDS:

No bid may be withdrawn for a period of 60 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-7 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.

AC-8 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

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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.