

**CLEARWATER COUNTY HIGHWAY DEPARTMENT
---PROPOSAL---**

**FOR HIGHWAY MAINTENANCE PROJECT
BIDS RECEIVED UNTIL 10:00 A.M. ON MARCH 11, 2025**

PROPOSAL OF: _____
(Name)

(Address)

(City, State, Zip) (Telephone Number)

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" 2020 Edition on file in the office of the Clearwater County Engineer, except as stated otherwise in the Special Provisions, which are part of this proposal, for:

PROJECT NO. CP 25-100
LOCATION: County Wide, on paved roadways as described in this proposal
TYPE OF WORK: Reflectorized Pavement Markings
STARTING DATE: On or before 10 days notice from the County Engineer
COMPLETION DATE: September 30, 2025

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal to Allen Paulson, County Auditor, 213 Main Ave. N., Dept 202, Bagley, MN 56621-8304. Initial changes made in the Schedule of Prices. Acknowledge any addendums on back cover sheet. **All bids must be sealed and clearly marked "CP 25-100."**

I hereby certify that the provisions contained in this proposal were prepared by me or under my direct supervision and that I am a duly registered Engineer under the laws of the State of Minnesota.

(Date)

Daniel S. Sauvé Reg. #24542

To the Clearwater Board of Commissioners:

Sir: In accordance with the advertisement of the Clearwater County Auditor 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 Clearwater County Engineer.

(I) (We) hereby certify that (I) (We) (am) (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 whatsoever; that an examination has been made of the site of the work and Contract form, together 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 1903 of the Specifications, are to be performed at the unit prices shown on the attached schedule, and 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 1301 of the Specifications.

(I) (We) further 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 in accordance with the terms of the Contract and the Plans, Specifications, and the Special Provisions forming a part thereof.

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

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

(I) (We) further propose to furnish a Contract bond in the amount of the Contract, as security for the construction and completion of the improvement in accordance with the Plans, Specifications and Special Provisions, as provided in 1305 of the Specifications.

(I) (We) further propose to perform all work in accordance with the Plans, Specifications and Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance of the project by the Clearwater County Engineer.

(I) (We) agree to all provisions of Minnesota Statutes 1976, Section 181.59.

**SPECIAL PROVISIONS FOR CP 25-100
CLEARWATER COUNTY
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- (A) NOTICE TO BIDDERS (Bid Rigging and Prompt Payment)
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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

SPECIAL PROVISIONS

DIVISION A

A-1 GOVERNING SPECIFICATIONS

The Minnesota Department of Transportation Standard Specifications for Construction 2020 Edition, shall apply except as modified or altered in the following special provisions.

A-2 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

A-3 (1206) PREPARATION AND DELIVERY OF PROPOSAL

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

MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

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

When submitting a Proposal in accordance with 1206.2, of these Special Provisions, the Bidder shall deliver the complete Proposal with all Proposal package forms filled out and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

- (1) To the address specified,
- (2) In care of the official receiving the Proposals, and
- (3) By the date and time for opening Proposals.

Alternatively to submitting the complete proposal, Bidder may return paper copies of the following acknowledging the complete proposal applies:

- (1) Proposal title sheet;
- (2) The complete "Schedule of Prices," with all changes made in ink and initialed;
- (3) Form 21126D, "Proposal Signature Page" attached to the back of the Proposal, with signatures and all Addenda acknowledged;
- (4) Form CM 32-34, "EEO Clause;"
- (5) Non-collusion affidavit;
- (6) Responsible contractor verification and certification of compliance;
- (7) Human rights statement of certification; and
- (8) Any other forms included in the Proposal Package.

If the Department receives a Proposal after the date and time for opening Proposals, the Department will return the Proposal to the Bidder unopened.

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.

An authorized representative of the Bidder must sign the Proposal.

A-4 (1208/1305) PROPOSAL GUARANTY AND CONTRACT BOND

No proposal will be considered unless it is accompanied by a Guaranty providing a penal sum at least equal to five percent of the total amount of the bid (under all circumstances and without exception) as provided in Specification 1208.

A-5 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS

The provisions of MnDOT 1210 are deleted and replaced with the following:

When submitting a Proposal in accordance with 1206.2, of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the Department if the Department receives the Bidder’s written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Package. The Department will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the Department’s list of Bidders.

The Department will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the proposal.

A-6 **(1302) AWARD OF CONTRACT**

The provisions of 1302 are hereby supplemented by the following:

As a condition precedent to the award of Contract, the bidder shall furnish proof that he is in compliance with Minnesota Statutes Section 363A, implementing the rules and regulations of the Minnesota Department of Human Rights.

Bidders are advised that award will be made on the total contract price of all the work to be done.

SPECIAL PROVISIONS & REQUIREMENTS

DIVISION S

S-1 MATERIAL DELIVERY AND STORAGE

All paint for this contract shall be delivered to and stored at the Clearwater County Highway Department facilities at 113 7th Street NE, Bagley, MN. Loading of paint shall be from this facility. Paint quantities delivered shall have a bill of lading listing quantity and color delivered. All quantities arriving with paint truck and secondary vehicles shall be verified before the start of this contract and also leaving.

S-2 (1404) MAINTENANCE OF TRAFFIC

The roads undergoing improvement shall be kept open to all traffic.

S-3 (1710) TRAFFIC CONTROL DEVICES

The Contractor shall provide and maintain all traffic control devices required to safely provide for traffic in accordance with the most current “Minnesota Manual on Uniform Traffic Control Devices” and the most current “Minnesota Temporary Traffic Control Field Manual.”

S-3.1 The work and materials required in 1404 and 1710 shall be considered incidental and no direct compensation shall be made therefore.

S-4 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS; INSURANCE

The provisions of 1714 are supplemented as follows:

S-4.1 The contractor shall not commence work under the Contract until a Certificate of Insurance has been provided and approved by the Clearwater County Engineer.

S-4.2 The Contractor shall deposit with the County Engineer a Certificate of Insurance verifying the coverage and limits as applicable to this project, of the General Liability and Property Damage, Automobile Liability, and Workers’ Compensation Insurance, required hereunder. If requested, the Contractor shall provide copies of the insurance policies. The Certificate of Insurance(s) shall demonstrate that all contractors and subcontractors insurance policies meet the minimum levels and coverages, and that Clearwater County is listed as additional insured with respect to General Liability.

S-5 **RESPONSIBLE CONTRACTOR**

The Department cannot award a construction contract in excess of \$50,000 unless the Bidder is a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the “Responsible Contractor Verification and Certification of Compliance” form. A company owner or officer must sign the “Responsible Contractor Verification and Certification of Compliance” form under oath verifying compliance with each of the minimum criteria. **THE COMPLETED FORMS MUST BE SUBMITTED WITH THE BID PROPOSAL.**

A bidder must obtain a verification from each subcontractor it will have a direct contractual relationship with. At the Department’s request, a bidder must submit signed subcontractor verifications. A contractor or subcontractor must obtain an annual verification from each motor carrier it has a direct contractual relationship with. A motor carrier must give immediate written notice if it no longer meets the minimum responsible contractor criteria. The requirement for subcontractor verifications does not apply to:

- Design professionals licensed under Minnesota Statutes §326.06; and
- A business or person that supplies materials, equipment, or supplies to a subcontractor on the Project, including performing delivering and unloading services in connection with the supply of materials, equipment, and supplies. But, a business or person must submit a verification if it delivers mineral aggregate such as sand, gravel, or stone that will be incorporated into the Work by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a “responsible contractor” and is ineligible to be awarded the Contract for this Project or to work on this Project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this Project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, the Department may, but is not required to, award a contract even if that bidder does not meet the minimum criteria.

S-6 **(1801) SUBLETTING OF CONTRACT**

The provisions of MnDOT 1801 are modified as follows:

For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of “responsible contractor” in Minnesota Statutes §16C.285, subdivision 3. The Contractor shall obtain verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department’s request.

The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

S-7 **(1803) PROSECUTION OF WORK**

Section 1803.1, 1803.2, and 1803.3 are hereby deleted, the remainder of Section 1803 is supplemented with the following:

Before any work begins on the 1st day the contractor will meet at the Clearwater County Highway Department facilities at 113 7th Street NE, Bagley, MN for a brief pre-construction meeting and agreement on paint quantity delivered. On the last day of construction the contractor will meet to take a final paint quantity measurement and agreement on quantity used on the project prior to removing excess delivered paint.

Once work has begun on this Contract all striping shall be continued without delay or interruption until finished.

S-8 **(1806) CONTRACT TIME**

Highway striping operations shall be started after notice of approval of contract and after notice from the Engineer that roads are ready for striping.

S-8.1 All work to be done under this contract shall be completed on or before September 30, 2025.

S-9 **(1807) FAILURE TO COMPLETE THE WORK ON TIME**

The liquidated damages for failure to complete the work on time shall be in accordance with the provisions of 1807.

S-10 **(1903) COMPENSATION FOR INCREASED OR DECREASED QUANTITIES**

The County reserves the right to increase or decrease the quantities of work to be done at its discretion and in the best interest of the County. Therefore the provisions of 1903 shall not apply. The accompanying county map and description of roads sheet shows the location of the various roads to be striped. Approximately 122 road miles of No Passing Zone and Centerline striping and approximately 57 road miles of white 4" Edgeline striping and 5 road miles of 6" Edgeline striping.

S-11 (1906) PARTIAL PAYMENT

The Provision of 1906 is supplemented as follows:

Partial payments in excess of 95 percent of the value of the completed work will not be made under this Contract until after the project work is completed and the Engineer determines that the project is completed in accordance with provision 1516.2 and the project is substantially completed in accordance with Minnesota Statute 15.72(f). After this determination, the retainage on the semi-final partial payment will be the greater of 1 percent of the value of the contract, \$500, or 250 percent of the cost to correct or complete work known at the time of substantial completion.

S-12 (1908) FINAL PAYMENT

The Provision of 1908 is supplemented as follows:

Before final payment is made for the work on this project the Contractor and all its subcontractors must make a satisfactory showing that he has complied with the provisions of Minnesota Statutes 290.92 requiring withholding of State Income Tax for wages paid employees on this project. Receipt by the County Highway Department 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 MSA 290.92. The required affidavit form (IC134) is available by the Commissioner of Revenue at <http://www.taxes.state.mn.us/>.

S-13 (2582) PERMANENT PAVEMENT MARKING

Permanent pavement markings shall be constructed in accordance with the provisions of 2582, except as modified below:

S-13.1 The provisions of 2582.3B is hereby deleted and replaced with the following: Center skip lines shall be placed with a 10-40 stripe gap ratio. Highway to be restriped shall be matched as closely as possible to the stripe in place. "No Passing Zones" shall be placed as marked by the County.

S-13.2 Yellow paint shall be applied to centerline. White paint shall be applied to edge lines. Paint shall be applied at a rate of a wet thickness application of 15 mils.

The coverage rate for permanent pavement markings (15 mils wet thick) shall be approximately.

16.5 gallons per mile of 4 inch wide solid line (320 lineal feet per gallon), 25 gallons per mile of 6 inch solid line (210 lineal feet per gallon) 3.5 gallons per mile of 4 inch skip line 10-40 (stripe to gap).

Only Mn/DOT approved paint and glass beads are to be used. The Qualified Products List of materials and Product Qualification Process can be accessed on Mn/DOT's Office of Traffic Engineering website. Other materials may be used on a provisional basis as detailed in the QPL process and as approved by the Engineer. The paint used shall be high solids water based reflectorized traffic paint as specified in provision 3591.

S-14 **(3591 Modified) HIGH SOLIDS WATER BASED REFLECTORIZED TRAFFIC PAINT**

Provision 3591 shall be modified as follows:

Glass beads shall be applied immediately after application of paint at a rate of eight (8) pounds per gallon or may include pre-mixed paint with four (4) pounds of glass beads mixed in with the paint and four (4) pounds of glass beads dropped on the paint at the time of application.

If using pre-mixed paint the provision of 3951 is modified to include pre-mixed paint with four (4) pounds of glass beads mixed in with the paint and four (4) pounds of glass beads are dropped on the line at the time of application. Table 3591-1 is hereby modified to add 4 lbs/gallon minimum of glass beads content.

S-15 **(3592) GLASS BEADS**

The provision of 3592 is modified as follows:

Glass beads shall be applied immediately after application of paint at a rate of 4 pounds per gallon of pre-mixed paint or 8 pounds per gallon of regular paint. Glass beads shall be incidental to paint and no direct compensation will be made therefore. Glass beads shall meet the requirements of 3592.2. All materials shall be placed in a workmanlike manner, which shall result in a clearly defined line that has been adequately reflectorized with glass beads.

S-16 **BASIS OF PAYMENT**

Payment for pavement markings installed at contract prices per unit of materials shall be compensation in full for all costs incurred in materials, traffic control, installation, surface preparation, use of primers, in accordance to contract documents or as approved by the Engineer.

Measurements by the gallon for payment will be based on the quantity of material delivered minus any excess material not used on the project and removed by the contractor. Quantity of paint delivered shall be supported by shipping manifest or tank measurements observed by Clearwater County.

| Item No. | Item | Unit |
|----------|---|---------------|
| 2582.501 | Linear Marking (4 inch) (1) (2) (3) | gallon |
| 2582.504 | Linear Marking (6 inch) (1) (2) (3)..... | gallon |
| | (1) Specify Material | |
| | (2) Specify type of line (solid, broken, or dotted) | |
| | (3) Specify color | |

**ATTACHMENT B
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: CP 25-100

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.

| | |
|--|--|
| <p>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...</p> | |
| <p>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:</p> | |
| <p>(1)</p> | <p>The Contractor:</p> <ul style="list-style-type: none"> (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. |
| <p>(2)</p> | <p>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, 181.03, 181.101, 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:</p> <ul style="list-style-type: none"> (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). |

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| Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION. | |
| <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> | |

compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment B-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment B-2 as required.**

| | |
|--|----------------------|
| Authorized Signature of Owner or Officer: | Printed Name: |
| Title: | Date: |
| Company Name: | |

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT B-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: CP 25-100

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 |
|--|--|
| | |
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| | |

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

| SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT B-1 | |
|--|----------------------|
| By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment B-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. | |
| Authorized Signature of Owner or Officer: | Printed Name: |
| Title: | Date: |
| Company Name: | |

ATTACHMENT B-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: CP 25-100

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

| SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT B-2 | |
|--|----------------------|
| By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment B-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: | |

**2025 Striping
Yellow Centerline & No Passing Zone Line**

| | | |
|----|---|---------------|
| 3 | MN 92 East to CSAH 14 | 8.00 |
| 5 | MN 92 North to ISR 4 | 9.10 |
| 6 | Polk County East to CSAH 7 | 2.60 |
| 6 | CSAH 7 East to MN 92 | 4.00 |
| 7 | US 2 North to Municipal Gonvick | 15.40 |
| 10 | CSAH 3 South, East to Municipal Leonard | 2.00 |
| 13 | MN 92 East to CSAH 2 | 7.50 |
| 18 | CSAH 7 East to MN 92 | 5.70 |
| 19 | MN 92 East to CSAH 30 | 3.20 |
| 20 | US 2 North to CSAH 22 | 3.00 |
| 21 | CSAH 23 East to Beltrami County Line | 2.00 |
| 24 | Municipal Bagley East, North to CSAH 1 | 4.05 |
| 28 | CSAH 27 North to Municipal Bagley | 1.00 |
| 28 | CAR 103 North and East to CSAH 25 | 7.00 |
| 30 | MN 92 East to CSAH 13 | 5.00 |
| 30 | CSAH 13 North to CSAH 26 | 2.00 |
| 30 | CSAH 26 North to US 2 | 2.00 |
| 36 | MN 92 East to CSAH 2 | 8.30 |
| 37 | MN 92 East to CSAH 2 | 7.60 |
| 39 | Becker County Line North to MN 200 | 10.60 |
| 39 | Becker County Line South to MN 113 | 0.30 |
| 45 | CSAH 20 East to MN 92 | 3.70 |
| 46 | CSAH 45 South to US 92 | 1.61 |
| 48 | Polk County East to CSAH 7 | 3.00 |
| 51 | CSAH 23 East to Beltrami County Line | 2.00 |
| | | |
| | Total Miles | 120.66 |

Municipal Yellow Centerline & No Passing Zone Lines

| | | |
|----|----------------------|-------------|
| 5 | Municipal Clearbrook | 0.50 |
| 7 | Municipal Gonvick | 1.01 |
| 10 | Municipal Leonard | 0.17 |
| 43 | Main Street Gonvick | 0.30 |
| | | |
| | Total Miles | 1.98 |

Municipal 4" White Edge Line

| | | |
|---|----------------------|-------------|
| 5 | Municipal Clearbrook | 0.50 |
| | | |
| | Total Miles | 0.50 |

4" White Edge Line

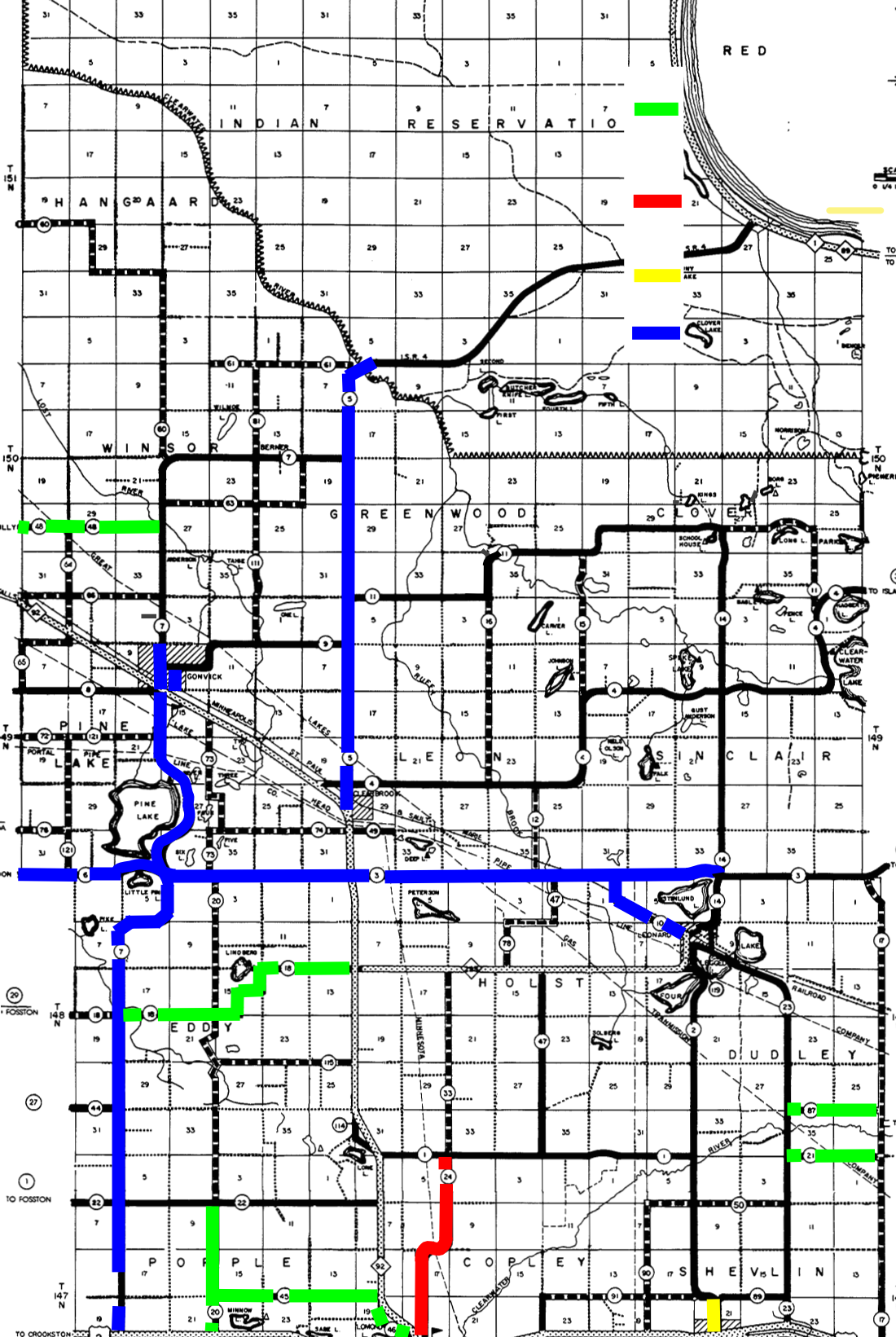
| | | |
|----|--------------------------------------|--------------|
| 13 | MN 92 East to CSAH 2 | 7.50 |
| 18 | CSAH 7 East to MN 92 | 5.70 |
| 19 | MN 92 East to CSAH 30 | 3.20 |
| 20 | US 2 North to CSAH 22 | 3.00 |
| 21 | CSAH 23 East to Beltrami Line | 2.00 |
| 30 | MN 92 East to CSAH 13 | 5.00 |
| 30 | CSAH 13 North to CSAH 26 | 2.00 |
| 30 | CSAH 26 North to US 2 | 2.00 |
| 36 | MN 92 East to CSAH 2 | 8.30 |
| 37 | MN 92 East to CSAH 2 | 7.60 |
| 45 | CSAH 20 East to MN 92 | 3.70 |
| 46 | CSAH 45 South to MN 92 | 1.61 |
| 48 | Polk County East to CSAH 7 | 3.00 |
| 51 | CSAH 23 East to Beltrami County Line | 2.00 |
| | | |
| | Total Miles | 56.61 |

Municipal 6" White Edge Line

| | | |
|---|--------------------|-------------|
| 2 | Municipal Shevlin | 0.70 |
| | | |
| | Total Miles | 0.70 |

6" White Edge Line

| | | |
|----|---|-------------|
| 24 | Municipal Bagley, East, North to CSAH 1 | 4.05 |
| | | |
| | Total Miles | 4.05 |



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TO
CLEARWATER COUNTY
DEPARTMENT OF HIGHWAYS

“I hereby certify that I am in compliance with Minnesota, Statutes Section 363A, and (check one of the below, as applicable):

- have a Certificate of Compliance issued by the Department of Human Rights.”
- have applied for a Certificate of Compliance to the Commissioner of Human Rights, which is pending.”
- the provisions of Minnesota Section 363A do not apply to me because I have had less than 40 full-time employees in the last twelve months.”

Signature of Bidder

Position

Name of Firm

Date

This form may be used to furnish proof of necessary compliance with Minnesota Statutes, Section 363A, implementing the Rules and Regulations of the Minnesota Department of Human Rights. All questions should be referred to the Minnesota Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101. Telephone (651) 296-5663 or (800) 657-3704.

CLEARWATER COUNTY HIGHWAY DEPARTMENT
SCHEDULE OF BID PRICES
FOR
CP 25-100

The Schedule of Bid Prices Sheet(s) has been intentionally left out of the “PDF” print of this proposal.

The Schedule of Bid Prices must be obtained from the Clearwater County Highway Department by submitting your company name, address, phone number, fax number, and email address via email to char.syverson@clearwatercountymn.gov (PREFERRED) or by calling 218-694-6132.

It is YOUR RESPONSIBILITY to obtain the Schedule of Bid Prices Sheet(s).

Obtaining the Schedule of Bid Prices places you on the plan holders list. You will also receive any addendums that may be issued for this project.

If you are a supplier or subcontractor and would like to be placed on the plan holders list please submit the required information to the email address listed above.

NOTICE TO BIDDERS

Replace this sheet with Schedule of Bid Prices sheet(s) and return the complete proposal with your bid.

Project No. CP 25-100 Pavement Markings

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 County Treasurer of said County, in an amount equal to at least 5% of the total amount of the bid as computed in accordance with 1301 of the Specifications is submitted herewith as a proposal guaranty. It is agreed by the undersigned that this Proposal Guaranty will be forfeited as provided in 1307 of the Specifications in the event this proposal is accepted and the prescribed “non-collusion affidavit” (as described in 1302 of the Specifications), the Contract and the Contract Bond are not executed.”

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of Addendum No. _____ Dated _____

Addendum No. ___ Dated _____ Addendum No. ___ Dated _____ Addendum ___ 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 _____

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.)