

CALL FOR BIDS  
CITY OF MINNEAPOLIS  
MINNESOTA

Official Publication No. 8354

September 29<sup>th</sup>, 2016

PURCHASING DEPARTMENT  
330 Second Avenue South - Suite 552  
Minneapolis, MN 55401

Public Works

AN AFFIRMATIVE ACTION EMPLOYER

For information call  
David E. Schlueter, (612) 673-2834  
[david.schlueter@minneapolismn.gov](mailto:david.schlueter@minneapolismn.gov)

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### "BIDS FOR REMOVAL OF SNOW AND ICE ON PUBLIC SIDEWALKS"

To provide all materials, labor, equipment and incidentals necessary for the Removal of Snow and Ice on Public Sidewalks for the City of Minneapolis, all in accordance with the provided specifications and bid form.

**Complete project documents are available for electronic download at the following link:**

<http://www.minneapolismn.gov/finance/procurement/bidopenings/formal>

All addendums can be found online; please check the above website BEFORE submitting your completed bid response. **It is the Contractor's full responsibility to ensure they have received all addenda prior to the submittal of bids.**

Please e-mail questions concerning this solicitation to [david.schlueter@minneapolismn.gov](mailto:david.schlueter@minneapolismn.gov). Questions received later than 8 days prior to bid opening may not be addressed.

**A pre-bid meeting** will be held on October 7<sup>th</sup>, 2016 at 2:30 PM at the offices of Minneapolis Purchasing – 330 2<sup>nd</sup> Ave. So. #552, Minneapolis, MN 55401. All interested bidders are encouraged to attend this meeting.

Successful bidders with cumulative contracts exceeding \$50,000 will be required to submit a written affirmative action plan (AAP) to the Minneapolis Department of Civil Rights (MDCR) in accordance with Chapter 139.50(b) of the Minneapolis Code of Ordinances.

The successful bidder shall be subject to a pre-award compliance review by the MDCR in accordance with Chapters 139.50 and 423. In addition to the pre-award review, MDCR will also monitor SUBP participation, minority and female employment participation and prevailing wage throughout all construction projects. As of May 1, 2012 the employment goals for onsite labor on all city construction contracts are 6% female and 32% minority. Employee hours and wages are required to be filed electronically with a free online account at [LCPtracker.net](http://LCPtracker.net). Information regarding Frequently Asked Questions (FAQs) may be found on the web at [www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq](http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq). Questions may be directed to the Department of Civil Rights at [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

The City of Minneapolis hereby notifies all bidders that in regard to any invitations to bid, advertisements, solicitations, or contracts to be entered into pursuant to this Plan, businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals in response and will not be subjected to discrimination on the basis of race, color, creed, religion, ancestry, national origin, sex, including sexual harassment, sexual orientation, gender identity, disability, age, marital status, or status with regard to public assistance or familial status.

Prospective bidders' attention is called to Minnesota Statutes 13.591 [Business Data](#). This section states in part:

Data submitted by a business to a government entity in response to a request for bids as defined in Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For the purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses.

After a government entity has completed the selection process, all remaining data submitted by all bidders are public with the exception of trade secret data as defined and classified in Section 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid.

Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link:

<http://wcms/intranet/finance/procurement/policies/WCMS1Q-003476>

**Prompt Payment:** Per Minnesota Statutes 471.425 contractors shall pay all certified small subcontractors for undisputed work completed, within ten (10) days after the City of Minneapolis has paid the contractor for the completed work.

Chapter 471.895 of the Minnesota Statutes prohibits gifts from interested persons to local officials. Local Officials includes any individuals who purchase or advise or recommend on the purchase of goods and/or services.

**Conflict of Interest/Code of Ethics:** Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge, all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and sub-contractor with 21 or more employees that enter into a "contract" as defined by the Ordinance, that exceeds \$100,000.00. Compliance with Section 18.200 is required commencing January 1, 2004. The categories to which the ordinance applies are services; the sale of purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

The contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000.00, but is later modified so that the contract does exceed \$100,000.00, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the internet at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing>. Copies are also available in the office of City Purchasing. It is the contractor's and sub-contractors responsibility to review and understand the requirements and applicability of this ordinance.

All successful bidder(s) will be required to comply fully with the Americans with Disabilities Act of 1990 (ADA).

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Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, October 20<sup>th</sup>, 2016** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

Envelopes must bear the name of the firm submitting the bid and be addressed as follows:

**City of Minneapolis Purchasing Department  
Offl. Publ. # 8354 – BIDS FOR REMOVAL OF SNOW AND ICE ON PUBLIC SIDEWALKS  
Bids opened 10 AM, Local Time, October 20<sup>th</sup>, 2016  
330 Second Avenue South - Suite 552  
Minneapolis, MN 55401**

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The City of Minneapolis reserves the right to waive informalities in bids, to accept or reject any or all bids or any part of any bid. Bids must be typewritten, or printed in ink, and signed in ink in handwriting.

**TWO complete bid form** responses, including attachments, are to be returned, one of which **must** be an original.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

**Automatic Bid/RFP Notification:**

Visit the Purchasing website at - [http://www.minneapolismn.gov/business/business\\_doing\\_business\\_with\\_city](http://www.minneapolismn.gov/business/business_doing_business_with_city) to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

**Taxes:**

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

## Instructions to Bidders

**IF** the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier's check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships -

<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

## Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

# **Bids – City General Requirements**

(Revised: May 2016)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By submitting a bid, the bidder agrees to be bound by these requirements.

## **1 City's Rights**

The City reserves the right to reject any or all Bids or parts of Bids, to accept part or all of Bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Call for Bid, or the respondent's reply based on the component prices submitted.

## **2 Equal Opportunity and Non-Discrimination**

The Contractor will comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the its application process for and hiring of employees, sub-contractors and suppliers. Among the city ordinances, state statutes and federal statutes to which the Contractor shall be subject to and comply with under the terms of this Contract include, without limitation: Minneapolis Code of Ordinances, Chapter 139; Minnesota Statutes, Section 181.59 and Chapter 363A; 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination Employment Act), 42 U.S.C. Sections 12101-12213 (Americans with Disabilities Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (Immigration Reform and Control Act of 1986) and all regulations and policies and orders promulgated to enforce these laws. The Contractor shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

## **3 Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a Certificate of Insurance ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

**Any Contractor that fails to provide proof of insurance coverage for the Contractor or that fails to provide either coverage for its subcontractors or insurance certificates from any of its subcontractors will be deemed to have submitted a non-responsive bid. The City's award of the Contract will be contingent upon the City's receipt of the required proof of insurance coverage.**

The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the Minnesota statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, with coverage for products - completed operations, personal and advertising injury, fire damage and medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "Additional Insured." The coverage amount may be increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an "Additional Insured."
- d) **Builders Risk** insurance. Coverage will be written on an "All Risks" (Special Form policy form). The contractor is responsible for all of the deductible in the Builders Risk policy. The property covered shall cover the full insurable value of the improvements, betterments, and include consequential loss insurance. The City of Minneapolis will be named as a loss payee to protect the City's interests with respect to the repair or replacement of any damaged property or other amounts payable under the policy. A builder's risk insurance policy is written specifically for a project and the City of Minneapolis requires a complete copy of the policy. An Installation Floater policy (equipment), may be required as part of the builders risk policy when equipment is being installed by a contractor.

#### **4 Hold Harmless**

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, attributable to the negligent or otherwise wrongful acts or omissions of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

#### **5 Subcontracting**

The Contractor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

**6 Assignment or Transfer of Interest**

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City.

**7 General Compliance**

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations affecting the Contract or governing funds provided under the Contract.

**8 Performance Monitoring**

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substandard performance, after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**9 Prior Uncured Defaults**

Pursuant to City Code of Ordinances, Section 18.115, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**10 Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Contractor.

**11 Accounting Standards**

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

**12 Retention of Records**

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

### **13 Data Practices**

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor and any of the sub-contractors and suppliers retained by the Contractor to provide work or services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a “government entity.”

The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state and federal laws.

All Bids shall be treated as non-public information until the Bids are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Bids and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

### **14 Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Contractor records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of State Auditor or their designees, upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Contractor will comply with all State and local audit requirements.

### **15 Living Wage Ordinance**

The Contractor may be required to comply with the “Minneapolis Living Wage and Responsible Public Spending Ordinance” Chapter 38 of the City’s Code of Ordinances (the “Ordinance”) ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Contractor and its sub-contractors pay their employees a “living wage” as defined and provided for in the Ordinance.

### **16 Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

### **17 Conflict and Priority**

In the event that a conflict is found between provisions in this Contract and the Contractor's Bid, the provisions in the following rank order shall take precedence: 1) Contract including Bid specifications 2) Bid.

### **18 Travel**

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's *Contractor Travel Reimbursement Conditions*, available from the City.

### **19 Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

### **20 Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

### **21 Termination**

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice or such other reasonable time period to cure the default, has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

## **22 Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City, at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

## **23 Intellectual Property**

Neither the City nor the Contractor anticipate that any intellectual property rights will be created as a result of this Contract. For the purpose of this Contract, "intellectual property" shall include all inventions, improvements, discoveries, processes, computer programs or similar intangible interests that either the City or Contractor develop as a result of the work or project undertaken which is the subject matter of and during the term of the Contract.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **24 Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf).

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

## **25 Cardholder Data and Security Standards**

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor

also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

## **26 Small & Underutilized Business Program (SUBP)**

See attached current Small & Underutilized Business Program (SUBP) Requirements incorporated herein by reference.

## **27 City Ownership and Use of Data**

The City has adopted an Open Data Policy (“Policy”). The City owns all “Data Sets” as part of the compliance with the Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) that is regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of the project underlying this Contract or related programs and functions. The City shall not only retain ownership of all Data Sets, but also all information created through the City’s use of software and/or software applications that are licensed by the Contractor (or any subcontractor of the Contractor) to the City

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract regardless of whether the data and information originated from the Contractor or any subcontractor, using whatever means the City deems appropriate. The City shall have the right to access all project data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts of data that satisfy the public release criteria for use in and within an open data solution.

## **28 Responsible Contractor Requirement**

The Contractor represents that it is a “responsible contractor.” The term “responsible contractor” as used in this document means a contractor as defined in Minnesota Statutes, Section 16C.285 subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria in Section 16C.285 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 scope of work described in the bid documents. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the scope of work defined in the bid documents and may result in the termination of a contract awarded to a prime contractor or subcontractor that submits the false statement. A prime contractor shall submit to the City, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause (7).

## **City of Minneapolis Small & Underutilized Business Program (SUBP) Requirements**

### **I. Overview**

The City of Minneapolis' policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Chapter 423.50, applies to contracts in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

### **II. SUBP Goals**

There are no SUBP goals on this contract. However, if there are subcontracting opportunities, Contractor shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts.

### **III. Certified MBEs/WBEs**

The SUBP only recognizes MBEs/WBEs certified through the Minnesota Uniform Certification Program (MnUCP). To locate certified MBEs/WBEs, please visit the MnUCP online directory at: <http://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

# PREVAILING WAGE CERTIFICATE

## SUBMIT WITH ORIGINAL COPY OF YOUR BID

Federal prevailing wage rates apply to this project. For a copy of the prevailing wage rates - visit:

<http://www.wdol.gov/dba.aspx>

**Use the rates for State of Minnesota - Hennepin County (or Anoka if applicable)**

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the wage decision.

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SIGNATURE

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Company Name

**BY SUBMITTING YOUR BID AND SIGNING THE BID FORM, YOU ARE AGREEING TO ALL OF THE ABOVE**

**RETURN THIS FORM WITH YOUR BID**

General Decision Number: MN160010 04/01/2016 MN10

State: Minnesota

Construction Type: Highway

Counties: Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott and Washington Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
 0                              04/01/2016

SUMN2016-009 05/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 35.70	18.13
CARPENTER.....	\$ 37.46	17.78
CEMENT MASON/CONCRETE FINISHER...	\$ 35.54	17.57
ELECTRICIAN		
Electrician.....	\$ 40.47	26.04
Wiring System Installer.....	\$ 25.84	12.02
Wiring System Technician....	\$ 36.90	14.43
IRONWORKER.....	\$ 35.40	23.45
LABORER		
Blaster.....	\$ 32.95	17.49
Common or General.....	\$ 29.95	17.49
Flag Person.....	\$ 29.95	17.49
Landscape.....	\$ 21.17	13.99
Skilled.....	\$ 29.95	17.49
Traffic Control Person.....	\$ 29.95	17.49
Underground & Open Ditch (8 ft below grade).....	\$ 30.65	17.49
MILLWRIGHT.....	\$ 33.93	20.23
PAINTER (Including Pavement Marking).....	\$ 33.57	20.12
PILEDRIVERMAN.....	\$ 37.46	17.78
POWER EQUIPMENT OPERATOR:		

GROUP 2.....	\$ 34.39	18.90
GROUP 3.....	\$ 33.84	18.90
GROUP 4.....	\$ 33.54	18.90
GROUP 5.....	\$ 30.50	18.90
GROUP 6.....	\$ 29.29	18.90
Special Equipment		
Articulated Hauler.....	\$ 31.77	17.20
Boom Truck.....	\$ 33.54	18.90
Landscaping Equipment (includes hydro seeder or mulcher, sod roller, farm tractor with attachment specifically seeding, sodding ,or plant, and two-framed forklift (excluding front, posit- track, and skid steer loaders), no earthwork or grading for elevations)....	\$ 21.17	13.99
Off-Road Truck.....	\$ 33.54	18.90
Pavement Marking or Marking Removal Equipment (one or two person operators); Self- Propelled Truck or Trailer Mounted Units.....	\$ 32.04	18.26

OPERATING ENGINEER CLASSIFICATIONS

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg)(power)(skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane.

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (Operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mobil; Crusing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill; Dual Tractor; Elevating Grader; Fork Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1

cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation or Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Tench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GROUP 6: Cat, Challenger or siliar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Mazchine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

TRUCK DRIVER

GROUP 1.....	\$ 30.55	15.20
GROUP 2.....	\$ 30.00	15.20
GROUP 3.....	\$ 29.90	15.20
GROUP 4.....	\$ 29.65	15.20

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.

GROUP 2: Four or more axle unit straight body truck.

GROUP 3: Bituminous Distributor driver; Bituminous Distributor (one person operation); Three Axle units.

GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

Tunnel Miner.....	\$ 30.65	17.49
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**CITY OF MINNEAPOLIS  
DEPARTMENT OF PUBLIC WORKS  
SPECIAL PROVISIONS FOR THE  
REMOVAL OF SNOW AND ICE ON PUBLIC SIDEWALKS**

**September 2016**

**Section 1 SCOPE OF WORK**

The City of Minneapolis is seeking bids for the removal of snow and ice on public sidewalks and street corners. This contract will provide support to the City's program for the enforcement of snow and ice removal on public sidewalks at individual properties throughout the city. The City of Minneapolis will proceed with their normal process of enforcement of the public sidewalk snow shoveling ordinance, and if the responsible person for the property does not comply with the order to clear the snow and ice from the public sidewalk at their property, City staff will direct the contractor to perform this work within the timeline as specified in this contract. The contractor shall be reimbursed for the work as per the contractor's submitted bid item unit prices.

The work required for public sidewalk snow and ice removal will vary from property to property and from snow event to snow event, depending on the weather and other existing conditions. Since there will be a period of time between when the snow falls and when the contractor is given a work order to remove snow and ice from the public sidewalk at a property, the contractor should expect the condition of the snow and ice on the public sidewalk to be frozen and bonded snow and ice on the concrete sidewalk. All ice and snow on the public sidewalk shall be removed as ordered by the sidewalk inspector to bare concrete. The contractor shall remove snow and ice from the public sidewalk as directed by the City of Minneapolis. The Contractor should expect to make multiple visits to the site and shall plan to use deicing agents to facilitate the snow and ice removal.

The City shall provide the contractor with the addresses and/or locations of the work via electronic correspondence or in a written format. It will be the contractor's responsibility to provide photo documentation for each property where snow and ice is removed from the public sidewalk. For each property, the contractor shall document the sidewalk snow and ice conditions with "before" photos, one from each end of the sidewalk as ordered to be removed by the sidewalk inspector (two before photos) and with "after" photos, one from each end of the sidewalk as ordered to be removed by the sidewalk inspector (two after photos). For each corner property, the contractor shall document the sidewalk snow and ice conditions for the sidewalk on each side of the property as ordered to be removed by the sidewalk inspector. The contractor shall provide "before" photos, one from each end of the sidewalk snow and ice as ordered to be removed by the sidewalk inspector for each side of the property, and "after" photos, one from each end of the sidewalk snow and ice as ordered to be removed by the sidewalk inspector for each side of the property. These photos will be the sole documentation of work completed.

This contract is for the 2016-17 winter season, November 15, 2016 through March 30, 2017.

## **Section 2     REQUIREMENTS**

### **Bid Item 1           Remove snow and ice on public sidewalk, typical mid-blk lot, each**

The work performed for this item shall include: furnishing all equipment, labor, tools and materials necessary to remove all snow and ice from the public sidewalk at any property within the City of Minneapolis. The City shall provide to the contractor an address, quantity and/or the location of the property to be cleared. Reference Drawing #1 in this bid package.

The work performed for this item shall include all work necessary to completely remove the snow and ice from the public sidewalk. This work shall include, but is not limited to:

1. Multiple visits to the location until all the snow and ice has been removed from the public sidewalk.
2. The contractor may need to use deicing agents to in order to remove all snow and ice from the public sidewalk.
3. Snow and ice which is bonded to the concrete sidewalk may require extraordinary effort by the contractor to effect removal.

The contractor shall perform the following activities:

1. Remove all snow and ice on the public sidewalk as directed by the sidewalk inspector and shown in the drawing. Any additional work beyond the drawing will be paid at the contractor's unit bid price and determined in advance by the inspector. The sidewalk inspector may provide to the contractor a photo of the public sidewalk area where the snow and ice is to be removed.
2. Snow and ice shall not be disposed of on private property; however, it can be disposed of in the existing street windrow.
3. Photo documentation must be submitted by the contractor to the City within three days of work completion.
4. Work must be completed within 72 hours of the work order being sent to the contractor.

Payment for this work will be made at the unit bid price for Item 1 or additional area determined by the inspector, this additional payment will be based on the contractor's unit bid price item 3. This payment shall be considered full compensation for all work performed.

### **Item 2           Removal of snow and ice on public sidewalk, typical corner lot.**

The work performed for this item shall include: furnishing all equipment, labor, tools and materials necessary to remove all snow and ice from the public sidewalk at any property within the City of Minneapolis. The City shall provide to the contractor an

address, quantity and/or the location of the property to be cleared. Reference Drawing #2 in this bid package.

The work performed for this item shall include all work necessary to completely remove the snow and ice from the public sidewalk. This work shall include, but is not limited to:

4. Multiple visits to the location until all the snow and ice has been removed from the public sidewalk.
5. The contractor may need to use deicing agents to in order to remove all snow and ice from the public sidewalk.
6. Snow and ice which is bonded to the concrete sidewalk may require extraordinary effort by the contractor to effect removal.

The contractor shall perform the following activities:

5. Remove all snow and ice on the public sidewalk as directed by the sidewalk inspector and shown in the drawing. Any additional work beyond the drawing will be paid at the contractor's unit bid price and determined in advance by the inspector. The sidewalk inspector may provide to the contractor a photo of the public sidewalk area where the snow and ice is to be removed.
6. Snow and ice shall not be disposed of on private property; however, it can be disposed of in the existing street windrow.
7. Photo documentation must be submitted by the contractor to the City within three days of work completion.
8. Work must be completed within 72 hours of the work order being sent to the contractor.

Payment for this work will be made at the unit bid price for Item 2 or additional area determined by the inspector, this additional payment will be based on the contractor's unit bid price item 3. This payment shall be considered full compensation for all work performed.

#### **Item 4 Street Corner Clearing, including the curb and gutter**

The work performed for this item will include the work necessary to remove snow and ice, in the curb and gutter area shown in drawing #3 including and any snow in the street including windrows/piles of snow created by street plows. The goal is to provide a clear path from the sidewalk corner to the sidewalk corner across the street. The area of clearing shall include the complete radius of the street corner for this clear path. This work shall be directed by the City. It may be done in conjunction with the sidewalk snow clearing. If ordered by the City it might be the corner, only. It is the intention of this bid item to be used City wide. Regardless of this, this will be paid for as a separate line item.

The contractor shall perform the following activities:

1. Remove all snow and ice from the gutter and street pavement. Snow and ice shall not be disposed of on private property; however it can be disposed of in the existing street windrow.
2. Photo documentation must be submitted to the City within one week of the completion of the work.
3. Work must be completed within 72 hours of notice to the contractor.
4. Refer to drawing # 3 for more details.

Payment for this work will be made at the unit bid price for Item 3. This shall be considered full compensation for all work involved.

### **Section 3 GENERAL REQUIREMENTS**

1. The public sidewalk area shall be cleared as directed by the sidewalk inspector. And generally shown in the drawing included with this bid document.
2. The contractor is responsible for all claims of damage to property.
3. The City of Minneapolis shall inspect and approve the contractor's camera before use, and the contractor must demonstrate compliance with Item 8 below prior to performing any removals.
4. The contractor shall read City of Minneapolis Code of Ordinance 445: <http://library.municode.com/index.aspx?clientId=11490&stateId=23&stateName=minnesota&ds=445>
5. If the contractor has commenced with work at any given property, but a snow event occurs during the time the contractor is working at the property, then the contractor shall cease all work until further directed by the City to resume with the work. The contractor shall be compensated at an amount equal to 10% of their bid price for the work item. Proper photo documentation is required to obtain reimbursement.
6. If the contractor does not begin work within 48 hours of a work order being given, the City of Minneapolis will direct the next lowest bidding contractor to proceed with the work. If the contractor fails to initiate work within 48 hours after the third time any work order is assigned during a season, the contractor will be removed from this contract for the remainder of the contract period.
7. The City of Minneapolis shall conduct random checks on the work. If upon inspection of work, it is determined that the contractor is not in compliance with the requirements of this contract, no payment will be made.
8. Record the sidewalk snow removal work with a camera. The camera shall be digital format, 5.0 mega pixel, 7.5-25 mm lens or better. Before and after photos shall be taken of all sidewalks as described for each bid item, These photos are intended to provide documentation of the work. All photos shall include:
  - a. an accurate digital date and time stamp, and
  - b. a white board, approximately 8" x 12" in size within the photo, showing the address of the property, the time and date that the photo was taken, and that the photo was taken from the same perspective (one photo from

each end of the public sidewalk area as ordered by the sidewalk inspector for both the “before” photo and “after” photo of the removal work that was performed. Photos shall be sharp & clear in order to properly document the work performed. There shall be a minimum of four photos taken by the contractor for each property as ordered by the sidewalk inspector (bid items 1) which shall be two “before” photos and two “after” photos, which shall include one photo from each end of the public sidewalk area where snow and ice was ordered to be removed by the sidewalk inspector. Any photos missing any of these required items will result in no payment to the contractor.

9. All work shall be performed in the daylight hours. If the Contractor works weekends, they shall comply with the Noise Ordinance Chapter 389.70 Minneapolis Code of Ordinances.
10. Contractor shall possess and maintain Minnesota Pollution Control Agency Level 1 Snow and Ice Control Best Practices Certification, and ensure its personnel apply de-icing materials accordingly. Failure to provide this certificate at time of work will result in a deduct of 10% of the contractors total reimbursement for each property.

#### **Section 4 PREVIOUS DEFAULT OF CONTRACT**

Bidders who are currently in default of any existing City of Minneapolis contract at the time of bid opening may be barred from bidding on this contract.

#### **Section 5 RIGHTS RESERVED**

1. The City reserves the right to request and review the bidder’s submitted references for projects of the same scope as defined in this bidding document for work that the bidder has performed in the past two (2) years. These projects shall be the same or similar scope of work as the scope of work in this bidding document. If the bidder cannot submit this documentation or any other requested information within 48 hours, their bid will be rejected.
2. At the request of the City the bidder shall provide a list of his subcontractors and material suppliers. The bidder shall also provide the City a list of their equipment complete with equipment serial numbers. If in the opinion of the City the bidder does not have the proper equipment necessary for the work described in this contract, their bid will be rejected. This documentation shall be submitted to the City for his review within 48 hours of the request.

#### **Section 6 MEASUREMENT AND PAYMENT**

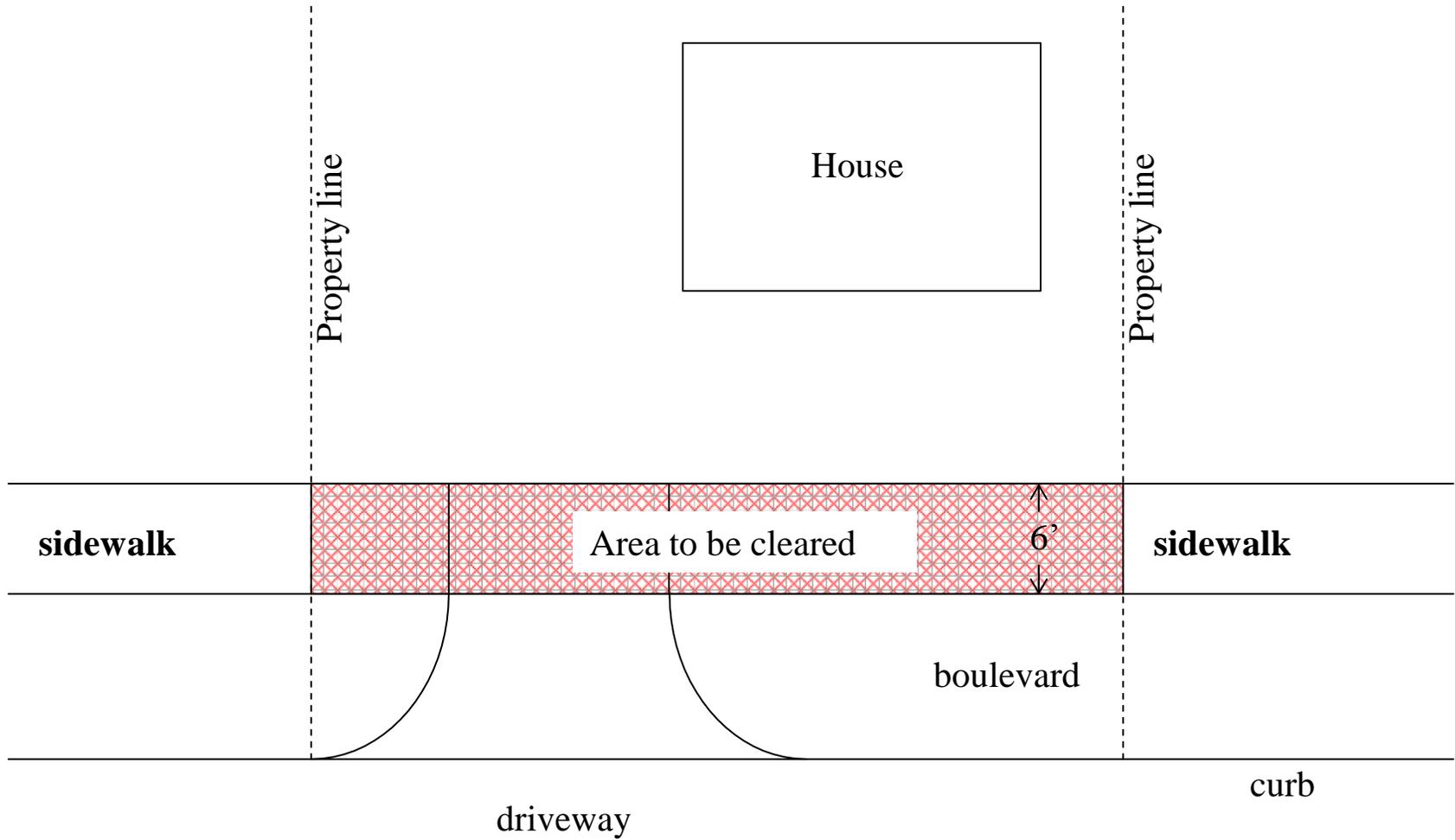
1. There shall be no adjustment in unit price for increased or decreased quantities under this contract. There shall be no additional compensation for increased or decreased quantities under this contract
2. Any payment or payments made to the contractor shall not be construed as operation to relieve said contractor from responsibility for the work as required

in this contract. Partial Payments will be governed by Minnesota Statute Annotated 162.10.

3. The City reserves the right to increase estimated contract quantities as shown on the bid form up to 100% of this contract with no change in the bid prices.
4. The Contractor shall return the display signs provided by the City of Minneapolis at the end of this contract.
5. Retainage of 5% of each partial payment will be deducted and retained by the City of Minneapolis. This retainage amount will be released to the contractor upon issuance of final acceptance of work. Final acceptance will be made after the following items have been submitted and accepted:
  - a. All claims of damage to property have been resolved.
  - b. A written release approving final payment has been received by the City and from the Contractor's Sureties.
  - c. Proof provided by the Contractor that he has complied with the provisions of M.S. 290.92 regarding withholding of State income taxes.
  - d. An affidavit has been received by the City from the Contractor showing that all claims against him by reason of this contract have been either paid or satisfactorily secured.
  - e. Items listed in this section shall be provided within 45 calendar days after written notice by the Engineer to final this project. Failure to provide this documentation by the designated time will result in an assessment of fifty (\$50) dollars per calendar day for the 46<sup>th</sup> through 75<sup>th</sup> calendar days beyond this request. After the 76<sup>th</sup> day the Engineer will determine if; either a higher assessment or closing out the contract without final payment and release of the retainage due the contractor is in order. This charge will be assessed against the contractor's retainage.

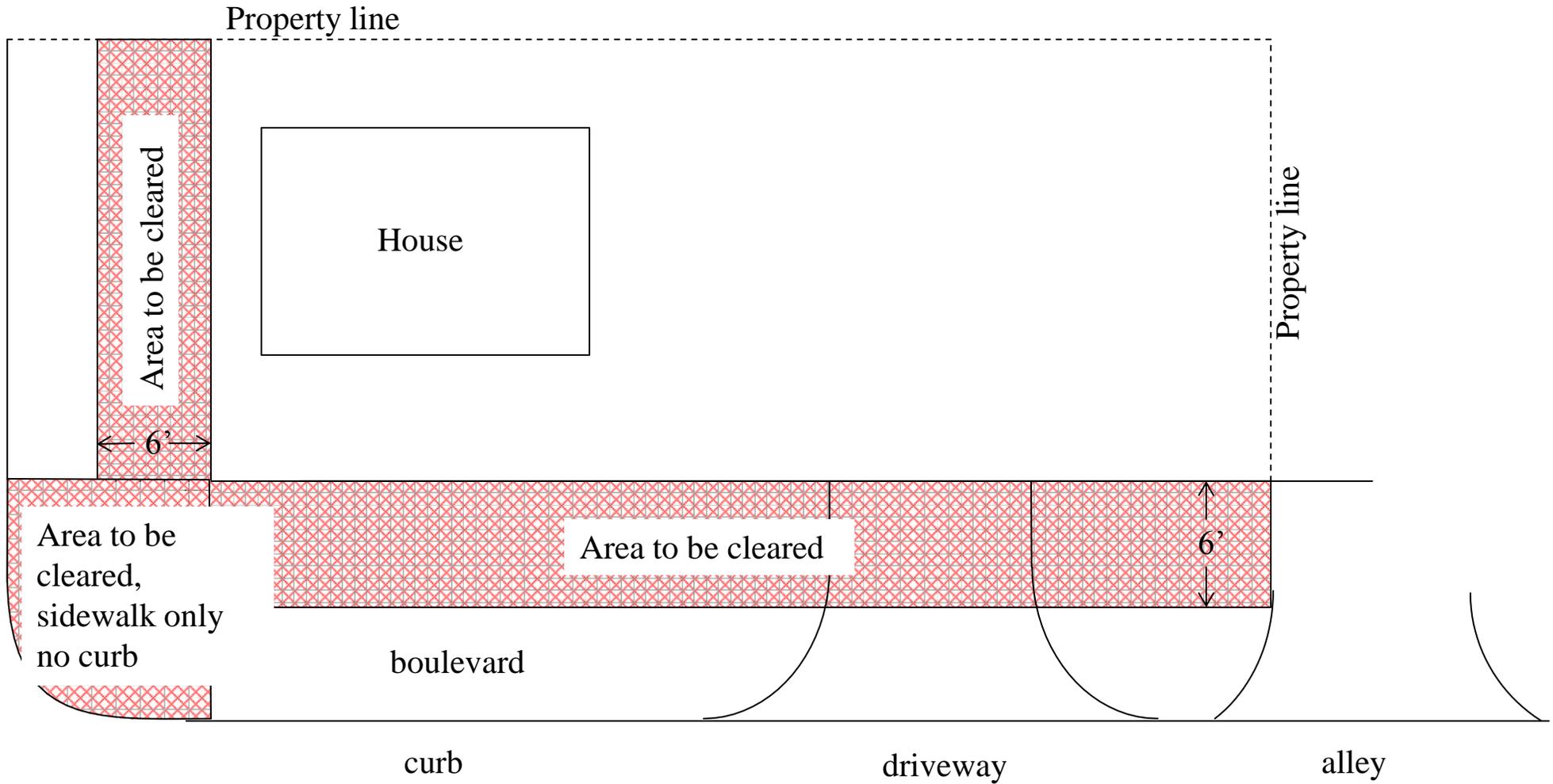
Snow and Ice Contract, 2011 created on September 2011  
Revised on June, 2012, August 2013, August 2014, July 2015, August, 2015  
September, 2016

**Bid Item #1 Typical Mid-Block Lot**



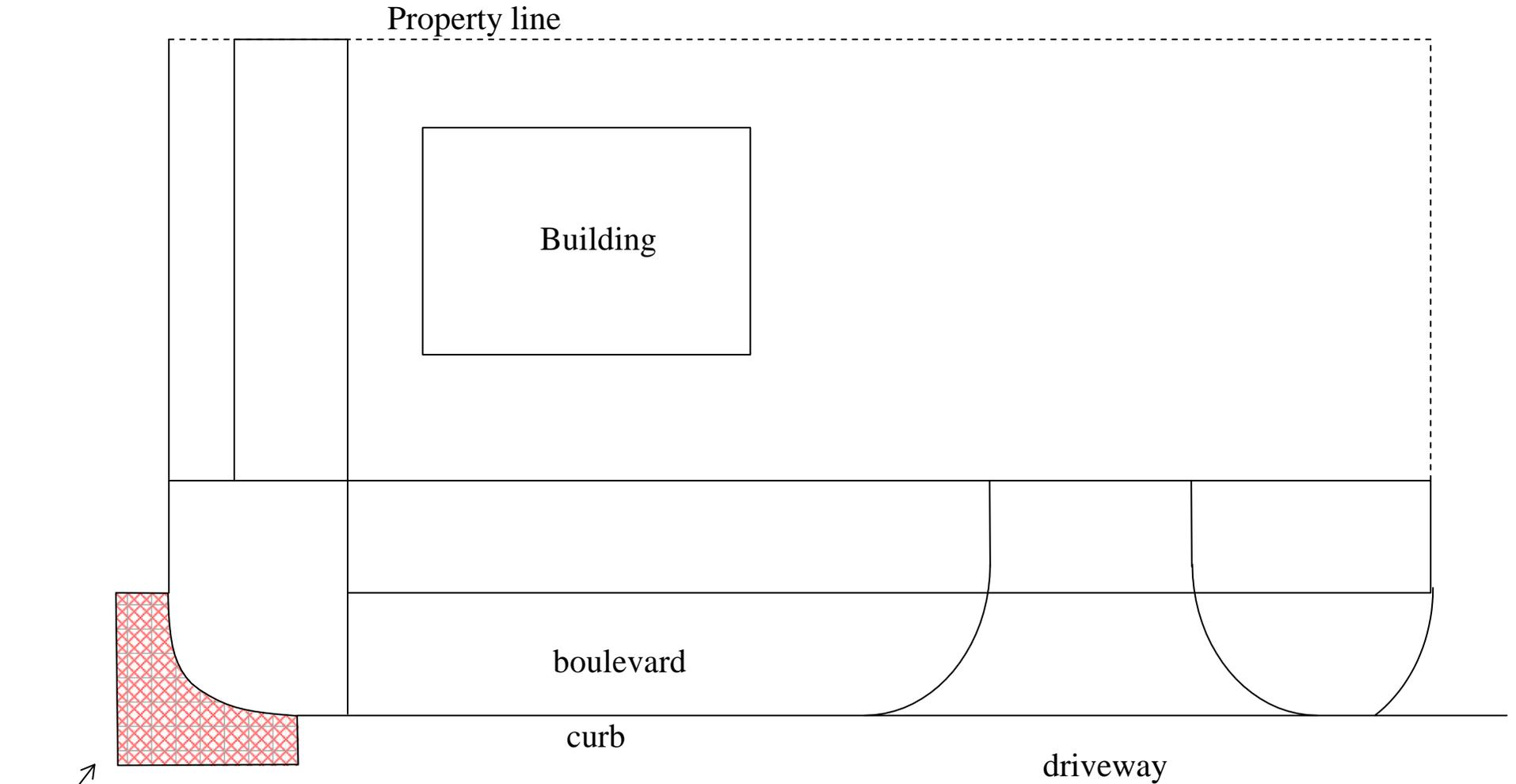
Remove snow and ice as shown in cross-hatch

## Item #2 Corner Lot



Remove snow and ice as shown in cross-hatch

Item #3 street corner clearing including curb and gutter



Clear street corner including curb & gutter

Remove snow and ice as shown in cross-hatch

**BID FORM**

My /Our bid to provide all materials, labor, equipment and incidentals for the Removal and Disposal of Snow and Ice on Public Sidewalks for the City of Minneapolis, all in accordance with your specifications. Please include all applicable sales taxes and fees in your bid pricing.

1. Remove snow and ice on public sidewalk, Mid-Block Lot, 1,200 each \$ \_\_\_\_\_ Ea
2. Remove snow and ice on public sidewalk, Corner Lot, 600 each \$ \_\_\_\_\_ Ea
3. Remove snow and ice on public sidewalk Extra area, est. qty. is 500,000 Square Feet (S.F.) \$ \_\_\_\_\_ SF
4. Street Corner Clearing, including the curb and gutter Estimated quantity is 750 single corners \$ \_\_\_\_\_ Ea

TOTAL BID AMOUNT (NUMERICAL): \$ \_\_\_\_\_

Numbers must be legible or bid may be rejected.

**A single contract will be awarded to the (overall) low, responsive, responsible bidder meeting all specifications.**

**Please do not attach modifications to the bid terms and conditions or exceptions to the bidding specifications to your bid response. This may cause your bid to be deemed non-responsive.**

**Please return the following documents with your bid:**

Bid Form - Prevailing Wage Certificate

F.O.B.: Destination Acknowledge Addenda No. \_\_\_\_\_

**Bidder must supply Federal Tax ID No. or Social Security No.** \_\_\_\_\_

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and services described in the invitation to Bid, designed to limit independent bidding or competition.

**TWO complete bid responses** including attachments to be returned, one of which must be an original.

BIDDER \_\_\_\_\_  
CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY \_\_\_\_\_  
(Signature) (Printed Name)

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP+4 ZIP CODE \_\_\_\_\_

BUSINESS PHONE (\_\_\_\_\_) \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_