

CALL FOR BIDS
CITY OF MINNEAPOLIS
MINNESOTA

Official Publication No. 8358

October 6th, 2016

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

Finance and Property Services

AN AFFIRMATIVE ACTION EMPLOYER

For information call
Emily Connolly; (612) 673-2197
Emily.connolly@minneapolismn.gov

"BIDS FOR TRAFFIC AND MAINTENANCE FACILITY PAINT TUMBLER"

To furnish, deliver and install one paint tumbler for the City of Minneapolis, Traffic Maintenance Facility, all in accordance with 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 emily.connolly@minneapolismn.gov. Questions received later than 8 days prior to bid opening may not be addressed.

A pre-bid meeting will be held on Monday, October 17th, 2016 at 9:00am at the Traffic Maintenance Facility – 300 Border Ave N., Minneapolis MN. **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. Information regarding Frequently Asked Questions (FAQs) may be found on the web at www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq. Questions may be directed to the Department of Civil Rights at 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://www.minneapolismn.gov/sustainability/approach/policies/sustainability_purchasing

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).

Official Publication No. 8358

Published in Finance and Commerce – October 7th and October 14th, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, October 27th, 2016** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

A contractor responding to this solicitation document shall submit to the City of Minneapolis a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, Section 16C.285 subdivision 3.

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

**City of Minneapolis Purchasing Department
Offl. Publ. #8358 – BIDS FOR TRAFFIC AND MAINTENANCE FACILITY PAINT TUMBLER
Bids opened 10 AM, Local Time, October 27th, 2016
330 Second Avenue South - Suite 552
Minneapolis, MN 55401**

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 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

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.

Small & Underutilized Business Program (SUBP) Requirements

It is the policy of the City of Minneapolis to provide equal opportunity to all contractors, and to redress the discrimination in the City's marketplace against minority-owned business enterprises (MBEs) and woman-owned business enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Section 423.60, applies to any non-construction-related equipment, food, material, service or any part or combination thereof over \$50,000. Goals may be set on commodity and service contracts based on projected availability of SUBP firms.

There are no specific goals on this contract. However, should the bidder find an opportunity to sub-contract or purchase materials with any businesses on this project, the bidder is required to solicit SUBP firms.

For more information on locating certified businesses, please visit <http://mnucp.metc.state.mn.us/> or call the City at 612-673-2112.

For a copy of the latest Prevailing Wage Rates - visit the Federal Website:

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

**Use the Rates for State of Minnesota - Hennepin County
Building
Highway**

PREVAILING WAGE CERTIFICATE

SUBMIT WITH ORIGINAL COPY OF YOUR BID

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 current U.S. Department of Labor, General Wage Decision for the State of Minnesota - Hennepin County.

SIGNATURE

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

Official Publication No. 8358
Bids opened 10 AM, Local Time
October 27th, 2016

Company Name _____

Date _____

BID FORM

Purchasing Department
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

My /Our bid to furnish, deliver and install one (1) Wheel Rubber Mill TUMBLAST Machine, Model TMR-07-1-25 for the City of Minneapolis, Property Services department, all in accordance with your specifications.

Lump Sum Bid amount: \$ _____

Numbers must be legible or bid may be rejected. Do not include sales tax.

Bid will be awarded to the low, responsive, responsible bidder meeting all specifications.

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: _____

IF YOU ARE NOT OFFERING A BID

Please fill out company name, address, etc. above and indicate below or on back side of this form, your reason(s) for not offering a bid and return this page to City Purchasing, 330 Second Avenue South - Suite 552, Minneapolis, MN 55401. Please indicate "**NO BID**" on the outside of your mailing envelope.

Bid results will be posted at: <http://www.ci.minneapolis.mn.us/finance/procurement/WCMSP-178311>

**GENERAL CONDITIONS
CITY OF MINNEAPOLIS –
PROPERTY SERVICES DIVISION
FOR THE
MINNEAPOLIS TRAFFIC MAINTENANCE FACILITY
SURFACE PREPARATION EQUIPMENT PROJECT**

1-1 PROJECT DESCRIPTION

This Contract contemplates providing surface preparation equipment including installation as described the equipment specifications at the Minneapolis Traffic Maintenance Facility located at 300 Border Ave in Minneapolis, MN

Work to be performed consists of the furnishing of all materials, freight, delivery, rigging, labor, installation, and other incidentals necessary or convenient to complete the work as shown herein and in the Contract Documents & Equipment Specifications on file in the Minneapolis Finance and Property Services Department and with the Purchasing Agent of the City of Minneapolis.

1-2 DEFINITIONS:

For the purpose of this Contract, the following words are used in accordance with these definitions.

1. Bidder: Any individual, firm, partnership or corporation submitting a bid for the Work, acting directly or through a duly authorized representative.
2. Owner or City: The City of Minneapolis.
3. Owner's Representative: The City's duly authorized representative of the Finance and Property Services Department– Property Services Division, and as acting through his duly authorized representatives.

Owner's Representative: Jason Perius
350 South 5th St, Room 223
Minneapolis, MN 55415
(612) 673.3943

4. Contract: The binding agreement between the City and successful Bidder for the purchase of goods and/or services through a Contractual agreement or purchase order.

5. Contract Documents: The documents which will form the basis of the Contractual agreement between the City and the Contractor shall include, but not be limited to, the call for bids, the bid form, the plans, the specifications, and any written addenda thereto issued by the City of Minneapolis Purchasing Department prior to the opening bids, and the document.
6. Contractor: The Bidder to who the Contract is awarded.
7. Sub-Contractor: Any individual, firm, partnership or corporation having a direct contract with the Contractor, and including one who furnishes work and/or materials to be incorporated in the Work according to the plans, specifications and drawings. Sub-Contractors shall have no contractual relationship with the City.
8. Work: Goods and/or services to be provided in accordance with the Contract documents, plans, and specifications.

1-3 EXAMINATION OF SPECIFICATION, PLANS, AND THE SITE

All bidders are expected to visit the site(s) of the work and inform themselves as to existing conditions, and failure to do so shall in no way relieve the successful bidder from the necessity of furnishing all equipment and materials and performing all work required for completion of the contract in accordance with the plans and specifications. No allowance will be made for failure of a bidder to estimate correctly the cost and the difficulties attending performance. The Owner's representative will coordinate and arrange for specific site visits.

1-4 LICENSE OR ROYALTY FEES

All license or royalty fees for use of any process shall be paid by the Contractor, and included in his bid price; and the Contractor shall indemnify and hold harmless the City against any such charges.

1-5 SUBMITTAL OF BIDS

Please submit the following with your bid:

1. Bid Form
2. Prevailing Wage Certificate

1-6 INSURANCE AND INDEMNIFICATION:

This contract shall be effective only upon the approval by the City of acceptable evidence of the insurance detailed below. Such 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.

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

- a) **Workers Compensation** insurance that meets the 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, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 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. Amount of coverage will be automatically 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.

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 City-approved Insurance Certificate. 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.

All policies of insurance shall provide that the insurance company will notify the City at least thirty (30) days prior to the effective date of any policy cancellation, modification or non-renewal.

Prior to the date on which the Contractor or its consultant commences performance of its part of the work, evidence of coverage is to be provided on a City furnished Certificate of Insurance. The City may direct that copies of the actual insurance policies, or renewals or replacements thereof, be submitted to the City.

The premiums for the insurance specified above to be obtained by the Contractor or his consultants will be paid for by the Contractor or its consultants.

The Contractor waives all its rights against the City for damages covered by property insurance. The Contractor shall require a similar waiver from all of its consultants.

The Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by the Contractor. The Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. The Contractor shall require similar waivers from all of its consultants.

The Contractor waives all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. The Contractor shall require a similar waiver from all of its consultants.

If any policies of insurance referred to in this Article need endorsement to permit these waivers of subrogation, then it will be the responsibility of the "First Named Insured" to obtain the endorsement.

1-7 LAWS, REGULATIONS, PERMITS, LICENSES AND TAXES:

The Contractor shall obtain all necessary permits and licenses: pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the law.

The Contractor shall comply with all Federal, State, County and City laws, ordinances, and regulations affecting its Contract and those of its Subcontractors. If the Contractor shall discover any provisions in the Contract, the specifications, the drawings or any direction of the Owner's Representative, which is contrary to or inconsistent with any such law, ordinance, regulation or decree; it shall immediately report such inconsistency to the Owner's Representative in writing.

Nothing in the Contract documents shall be construed to allow the Contractor to circumvent existing local ordinances that have an impact on its operations. The Contractor shall become knowledgeable with all pertinent local ordinances and conduct its operations accordingly.

The Contractor shall communicate with the appropriate agency or agencies and procure at his own expense all required permits. Two copies of all permits and authorizations obtained shall be forwarded to the Owner's Representative prior to commencing any operations requiring a permit.

The Contractor's attention is directed to the following Ordinance, which must be observed. The Noise Ordinance as contained in Chapter 389 of the City of Minneapolis Ordinance shall be enforced. All equipment shall have effective mufflers on engine exhaust systems. **Hours of work shall be from 7:00 a.m. to 5:00 p.m. Monday through Friday.** No work will be allowed outside of these hours except with permission of the Owner's Representative and after procuring the proper work permit from the City of Minneapolis.

Any delays to the work due to the Contractors inability to obtain one of these permits shall not extend his contract completion date. The Contractor is advised to apply for all permits in a timely manner.

All costs incurred by compliance with the above requirements will be considered to be incidental expense for which no direct compensation will be made.

1-8 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

During the progress of the work, all areas affected shall be kept clean and free of all debris, rubble, rubbish and surplus materials. All unneeded construction equipment shall be removed from the site and all damage repaired so that the City and the Public are inconvenienced as little as possible. On or before the completion of work, the Contractor shall, unless otherwise directed in writing, remove all temporary works, tools and machinery or other construction equipment placed by him. He shall remove all rubbish from any grounds, which he has occupied and shall leave all of the premises and adjacent property affected by the operation in a neat and restored condition satisfactory to the Owner's Representative.

1-9 CONTRACTOR WORK SITE AND PARKING

The Contractor shall limit construction operations to those areas identified in the Plans. Storage and staging areas are limited; under no circumstances shall the Contractor or his subcontractors bring materials into the project limits for storage that are intended for use elsewhere. There are some acceptable storage and accommodations for work areas that will be addressed in the pre-bid walkthrough.

Prior to the start of work the Contractor shall coordinate with the Owner's Representative to determine the location of work sites, parking, staging, and storage of materials. The Contractor shall limit construction operations including the parking of equipment and personal vehicles to those areas discussed and as identified in the Plans. Additional area for staging, storage, and/or parking shall be at the Contractor's discretion and shall be considered an incidental cost to the Contract as a whole for which no direct compensation will be made.

The Contractor shall make arrangements with the Owner's Representative for building access at the start of each workday. The Owner's Representative may provide either direct access or may provide keys for which the Contractor shall be responsible for any and all costs associated with loss or theft of keys.

All areas, including those outside the construction limits, disturbed by the Contractor's operation shall be restored to the satisfaction of the Project Manager prior to acceptance of the Project. All costs involved in restoration shall be incidental to the Contract as a whole and no direct compensation will be made therefore.

1-10 EMPLOYEE HEALTH AND WELFARE:

The Contractor shall provide and maintain all sanitary and safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare and comply with State, Federal, and local codes and regulations. Employee safety and sanitation facility regulations are set forth in the Minnesota Occupational Safety and Health Act and the Federal Department of Labor's Safety and Health Regulations for Construction.

The Contractor and Sub-Contractors shall make every reasonable effort to protect Contractor employees from any short and long-term harmful effects of the specified project. Further, the Contractor and Sub-contractors shall save the City harmless of all claims that may result from work under this contract.

1-11 CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall furnish all necessary machinery, tools, labor, equipment and materials of every character required, and shall fully complete the Work in accordance with the Contract, specifications, and detail drawings, for the Contract price.

All equipment to be installed must be approved by the Owner's Representative prior to starting the work. Approval by the Owner's Representative shall not be construed as a waiver by the City, or as a release in favor to the Contractor. It shall not relieve the Contractor of any obligation pertaining to satisfactory completion of the Work, the quality of work and material, or any other obligation of the Contractor.

The entire Work to be performed under the Contract is to be at the Contractor's risk, and it shall assume the responsibility for the risk of all damages to the Work. The Contractor shall have charge of and be responsible for the entire scope of work until its completion and acceptance. It shall be his/her responsibility to maintain all stages of work in a safe and suitable condition at all times, including nights, week-ends, and holidays. The Contractor shall make observations of the work during such periods as are necessary to insure proper care of the

1-12 SUB-CONTRACTORS:

1. No part of the Work shall be sublet without the approval of the City, and assurance satisfactory to the City that the Sub-Contractor will comply with all of the requirements of the specifications.
2. The Contractor shall submit in writing the names of all proposed sub-Contractors to the City. The City retains the right to reject sub-Contractors it deems unsatisfactory.
3. It shall be the responsibility of the Contractor to bind any sub-Contractors to the Contractor, to perform all of the sub-Contractors, work strictly in accordance with the specifications; but there shall be no contractual or quasi-contractual relation between the City and any sub-Contractors.

1-13 SUPERINTENDENTS AND SUPERVISION:

During the term of the Contract, the Contractor shall provide and have at all times a competent Superintendent in charge of the overall work who will be personally available at the site of the work within 24 hours notice. The Contractor shall not change the Superintendent, except with the consent of the Owner's Representative. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. All communications shall be so confirmed in writing. The Superintendent shall be authorized to conduct all business with subcontractors, negotiate and execute changes, execute orders of the Owner's representative without delay, and promptly supply the materials, equipment, tools, labor and incidentals necessary for the prosecution of the work.

The Contractor shall give efficient supervision to the Work, using its best skill and attention. The Contractor and his Superintendent shall carefully study and compare all drawings, specifications, manuals, and other instructions and shall immediately report to the Owner's Representative any error, inconsistency, or omission which may be discovered.

The Contractor will be supplied available copies of the Contract, specifications and drawings. The Contractor shall have said Contract, specifications and drawings available on the work site at all times during the prosecution of the Work. The Contractor shall give the Work constant attention to facilitate the progress thereof and shall cooperate with the Owner's Representative in all things that are necessary for satisfactory completion of the Work.

If any person employed by the Contractor refuses or neglects to perform the Work in accordance with the Contract, or appears to be incompetent, disorderly or unfaithful, the Contractor shall promptly take steps to correct or discharge said employee.

1-14 TECHNICIANS/MECHANICS:

The Contractor shall only use trained personnel directly employed and supervised by the Contractor. All services shall be performed by personnel properly licensed, trained and certified for the type of work being performed.

1-15 OWNER'S REPRESENTATIVE RESPONSIBILITY:

The Owner's Representative shall be the agent of the City only to the extent that he has been so authorized by the City Engineer and these specifications. He has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of the Contract. The Owner's Representative shall interpret the Contract documents and, within a reasonable time, make decisions on all claims of the Contractor, on all matters relating to the execution and progress of the Work, or the interpretation of the Contract documents.

The Owner's Representative shall make decisions on questions regarding the Contract documents; interpretations of the specifications and drawings, the quality of the Work and materials supplied and to the amount of Work performed which is to be paid.

The Owner's Representative shall be permitted to make such corrections and interpretations as may be deemed necessary for compliance with the plans, specifications and drawings.

1-16 THE RIGHT OF THE OWNER TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner after three (3) days written notice to the Contractor, may without prejudice to any other remedy the Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

1-17 CONSULTANTS RESPONSIBILITY:

The Consultant shall be the agent of the City only to the extent that they are so authorized by the affirmative action of the City Council. The Consultant has the authority to stop the Work whenever such stoppage may be necessary to ensure proper execution of the Contract. The Consultant is recognized by both parties to the Contract as the original, but not final, interpreter of the Contract Documents. The Consultant shall, within a reasonable time, make original, but not final on all claims of the Contractor, on all matters relating to the execution and progress of the Work, or the interpretation of the Contract Documents. The Consultant shall make original decisions on questions as to quality of material furnished for the work, and on questions regarding the interpretation of the Plans and Specifications relating to the Work, and to the amount and quality of the several kinds of work performed, and materials furnished which are to be paid for under the Contract. Any work not specifically provided for in the plans, but which may be fairly implied or understood, as included in the Contract, shall be done by the Contractor without extra charge, and the Consultant shall be permitted to make such corrections and interpretations as may be deemed necessary for such fulfillment of the Plans and Specifications.

1-18 MATERIALS, EQUIPMENT AND SUPPLIES

The Contractor shall supply only those materials, equipment, and supplies that are properly suited for the work specified herein. Unless otherwise specified, all materials, equipment and supplies shall be new, and both workmanship and materials shall be of good quality. The Contractor may be required, at any time, to furnish a complete statement of the origin, composition, and manufacturer of any or all materials required in the Work, or to submit samples of the materials.

1-19 STANDARD

Any material specified by reference to the number, symbol, or title of a specific standard such as Commercial Standard, Federal Specification, Trade Association Standard, shall comply with the requirements in the latest revision thereof.

Reference in the specifications to any article, device, product, material, fixture, form or type of work by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Any article, device, product, material, fixture, form or type of work may be used which, in the judgment of the Owner's Representative and/or Design Consultant, is equal to or greater than that specified and approved in writing as such.

1-20 ABANDONMENT OF WORK:

Should the Contractor abandon the Work, fail to complete or refuse to complete the Work, or fail to pay just claim for labor and materials, including the cost of labor and materials furnished, incurred or sub-contracted for which are not included in the specifications and not authorized by the City as provided herein, the City reserves the right to charge against the Contractor all costs and damages sustained thereby, including all legal, engineering or other costs caused by such abandonment, failure or refusal.

1-21 CHANGES IN THE WORK:

The City may order extra work or make changes by altering, adding to, or deducting from the Work without invalidating the Contract, and the Contract price will be adjusted accordingly. No such order for extra work or change shall be valid unless authorized by official action of the City and communicated to the Contractor in writing. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. The Contractor shall be compensated for any authorized extra work or materials upon the basis of the prevailing reasonable market value thereof, to be determined in one or more of the following ways:

- A. By negotiated lump sum properly itemized.
- B. By unit prices stated in the Contract documents.
- C. By cost and mutually acceptable fixed or percentage fee.

If the Contractor shall discover prior to or during construction anything in the Contract, specifications and drawings, or in supplementary directions by the Owner's Representative, which in the opinion of the Contractor appears to be faulty engineering design, the Contractor shall forthwith advise the Owner's Representative in writing of the particulars. It is understood and agreed that, if the Contractor under the provisions of this paragraph raises no objection, the Contractor waives any right to contest the provisions of this Contract based on faulty engineering or design.

If the Contractor believes that any instructions by drawing or otherwise, given subsequent to award of a Contract, to be unfair or involve extra cost under the Contract for which it would be entitled extra compensation, the Owner's Representative shall be given written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. No such claim will be valid unless so made.

1-22 INSPECTION OF WORKMANSHIP AND MATERIALS:

All workmanship and materials are subject to the inspection and approval of the Owner's Representative, either during manufacture or any other time and the Contractor must render such facilities as the Owner's Representative considers necessary for the inspection of such materials and Work, whatever they may be. No materials or Work shall be covered prior to the Owner's Representative's inspection. If covered prior to such inspection, they shall be uncovered by the Contractor at the request of the Owner's Representative, and at the expense of the Contractor. The Owner's Representative may order the Work to be uncovered although he may have been given an opportunity to inspect the same prior to its being covered. In such case, if the Work, when uncovered, is found unacceptable under the Contract terms, the Contractor shall bear all necessary expense of the uncovering, and of necessary corrections, repairs or replacements. If the Work when uncovered complies with the Contract terms the expenses of such uncovering and re-covering shall be borne by the City.

The Owner's Representative may reject any material or Work that does not comply with the specifications. The Contractor regardless of previous inspection must correct any error or defect that may be discovered before final acceptance of the Work.

If, in the opinion of the Owner's Representative, it is not expedient to correct inadequate Work not done in compliance with the Contract, the City shall have the right, to deduct the difference in value between the Work completed and that called for by the Contract, in accordance with competent cost estimates; and such deduction shall not be construed as a waiver, release or compromise of any other losses, costs, damages or causes of action of the City.

1-23 DEFECTIVE WORK:

All Work not conforming to the requirements of these specifications shall be considered as defective and will be rejected. The Contractor shall remove and renew or repair all such defective Work as ordered, in writing, by the City Engineer. Should the Contractor fail, or refuse to redo any defective work within ten (10) days, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of these specifications within the time indicated in writing, the City Engineer shall have the authority to cause the unacceptable Work to be removed and renewed and or repaired at the Contractor's expense.

Any expense incurred by the City in making these removals, renewals, or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or to become due the Contractor, or may be recovered from the Contractor and the surety under the performance bond.

The continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to purchase materials, tools and equipment, and employ labor or contract with any other individual, firm or corporation to perform and complete the Work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof shall be deducted from any monies due or which may become due under the Contract, or shall be charged against the performance bond deposited. Any work performed, as described in this paragraph, shall not relieve the Contractor in any way from its responsibility for Work performed.

1-24 PROSECUTION OF WORK:

Upon award and execution of the Contract, the successful bidder shall submit for approval to the Owner's Representative a schedule of the work as described herein. All scheduled and requested work shall commence within ten (10) calendar days following a letter to proceed from the Minneapolis Finance and Property Services Department and shall fully complete all work in a timely and efficient manner. The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the logical sequence of work, critical path relationships, and estimated dates of completion of the individual job parts.

Prosecution of the work must be coordinated with the Owner's Representative such that the activities shall not interfere with the necessary activities of the City. Unless, otherwise directed, work shall be completed during normal business hours, 7:00am to 5:00pm, Monday through Friday. The City reserves the right to direct the Contractor to adjust their normal work schedule for any portion of the work so as to avoid interference with City business and events, and to minimize potential inconvenience to building occupants.

1-25 PROGRESS PAYMENTS:

No measurement will be made of individual items as described herein, but rather all the work performed in accordance with the foregoing requirements will be considered to be included in the single lump sum price bid. Payment at the Contract price shall be compensation in full for all services, materials, labor, equipment, tools, and incidentals necessary for the completion thereof.

The Contractor may request progress payments at the completion of each major portion of the work but not more than one for each calendar month. Requests for payments shall be completely itemized indicating the materials delivered to and installed at the Work site as well as the total labor hour expended in completion of the work to date. All partial payment requests shall be accompanied by a lien waiver and such other evidence as may be required that all materials claimed under the invoice have been fully paid or satisfactorily secured. Upon review and approval the City Staff may authorize a partial payment to the Contractor in an amount not to exceed 85% of the Work performed to date.

Invoices shall be mailed to:

**Jason Perius
City of Minneapolis - Property Services Department
350 S 5th Street, Room 223
Minneapolis, MN 55434**

The Contract Time will be determined in accordance with the following:

All work required under this Contract shall be completed by April 15th, 2017.

Construction operations shall be started within ten (10) Calendar Days after the date of Notice of Contract Approval. Unavoidable delays to construction operations started prior to Contract Approval shall not be considered for time extensions under this Contract.

If necessary, the Contractor shall work extended hours and Saturdays, as necessary, with no direct compensation other than bid prices therefore, in order to insure completion of the project by the specified dates or within the specified working days. The Contractor shall procure all permits required for extended work hours in accordance with these specifications

1-26 DELAYS AND EXTENSION OF TIME:

The Contractor shall insure that subcontractors, manufacturers, fabricators, and suppliers perform all work in accordance with these Special Provisions. Delays caused by subcontractors, manufacturers, fabricators, and suppliers for failure to comply with these Special Provisions shall be considered “avoidable delays” and shall not be considered for time extensions under this Contract.

Failure to prosecute the work continuously and effectively for the full time allowed, with adequate work force and schedule, will be cause for denial of any such time extension that may otherwise be allowed.

When, in the opinion of the Owner’s Representative, work on the Project cannot be performed due to any act or neglect of the City or the Owner’s Representative or any employee of either, or by any other Contractor employed by the City, or by strike, fire, unusual delay in material delivery, unavoidable casualties, or other caused beyond the Contractor's control, or by any cause which, in the opinion of the City Engineer, shall justify the delay, then the time of completion shall be extended for such reasonable time as the Owner’s Representative may decide.

Claims for extensions of time shall be submitted in writing to the Owner’s Representative. No claim for extension shall be permitted unless claim is made within fifteen (15) days of the occurrence that gives rise to the claim.

1-27 FINAL INSPECTION:

The Owner's Representative will make final inspection of all Work included in the Contract or any portion thereof, as soon as practicable after notification by the Contractor that such work is nearing completion. If such Work is not acceptable to the Owner's Representative, at the time of his inspection he will advise the Contractor in writing as to the particular defect to be remedied before such work can be accepted.

If, within a period of ten (10) days after such notification, the Contractor has not taken steps to speedily complete the Work as directed, the Owner's Representative may, without further notice and without in any way impairing the Contract, make such other arrangements as he may deem necessary to have the Work completed in a satisfactory manner. The cost of so completing such Work shall be deducted for same from any monies due, or which may become due the Contractor on this Contract.

1-28 FINAL PAYMENT:

Final payment for the Work is dependent on the approval of the completed project by the City Engineer, acceptance thereof by the City, and a satisfactory showing by the Contractor that it has complied with the provisions of Minnesota Statutes Section 290.92. Receipt by the City Clerk of a Certificate of Compliance from the Commissioner of Taxation will satisfy this requirement. Final payment will not be made until the Contractor shall have filed with the City evidence in the form of an affidavit and such other evidence as may be required that all claims against it under Contract have been fully paid or satisfactorily secured. If such evidence is not furnished, the City may retain out of amounts due said Contractor sums sufficient to cover all claims.

1-29 WARRANTY:

The Contractor shall be held responsible for any and all defects in workmanship, materials and equipment. Upon written notice by the Owner's Representative, the Contractor shall immediately replace and make good without expense to the City any such faulty part or parts and damage done by reason of same, during the period of one (1) year from the date of final acceptance of the installation by the City. Should the Contractor fail to make good the defective parts within ten (10) days of such notifications, the City may replace these parts, charging the expense of same to the Contractor.

End of Document

Equipment Specification

SURFACE PREPARATION EQUIPMENT SPECIFICATION

PREFACE:

The City's requires that the vendor is able to furnish, provide, and install all equipment included in this specification, as well as the following items:

- Service Warranty – Refer to section 1.05 for more information.
- Training – Refer to section 1.05 for more information.

PART 1: GENERAL

1.01 APPLICABLE DOCUMENTS

- A. Bidding Requirements provided by the City of Minneapolis.
- B. Equipment Specifications provided by the City of Minneapolis.

1.02 SUMMARY

A. Section Includes:

1. Provide equipment as indicated in this equipment specification **PART 2; SECTION 2.02 MATERIALS.**
2. Related requirements as described in this equipment specification

1.03 SUBMITTALS

- A. Product Data: Submitted to City of Minneapolis project representative after notice to proceed is issued.
- B. Shop Drawings: Submitted to City of Minneapolis project representative after notice to proceed is issued.

1.04 PRODUCT DELIVERY, STORAGE & HANDLING, INSTALLATION, AND HANDLING

A. Delivery:

1. Transport and deliver to site in accordance with manufacturer's instructions.
2. Deliver all equipment in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
3. Immediately on delivery, inspect shipments to ensure compliance with accepted submittals, and that equipment are properly protected and undamaged.

B. Storage and Handling:

1. Provide equipment and personnel to handle product by methods recommended by the manufacturer

to prevent soiling and damage to equipment or packaging, with seals and labels intact and legible.

C. Installation:

1. Installation of equipment in this specification shall be provided by vendor.
2. Installation to include any rigging & special handling of equipment needed upon bringing equipment onsite and placing in the locations coordinated with the City of Minneapolis.

1.05 WARRANTY

A. Standard manufacturer's warranty:

1. Refer to manufacturer's warranty language for more information.

B. 3-year parts and service warranty:

2. Vendor to provide additional service warranty for period of three (3) years after date of substantial completion. Warranty to be above and beyond the standard manufacturer's warranty and shall include the following terms:
 - a. (1) annual inspection to be performed by vendor with report provided to owner.
 - b. Service to include any issues that arise as a result of annual inspection of equipment.
 - c. (4) annual service visits to be performed by vendor as needed due to issue that may arise during use by the owner.
 - d. Vendor to provide telephone support to city staff if any issues/questions arise during operation of the equipment.

1.06 CLOSEOUT PROCEDURES

A. The following items are to be provided by Vendor to Owner prior to completion and final payment:

1. System Start-Up and Inspection:

- a. Vendor to provide initial system startup and inspection to ensure proper operation per manufacturer's requirements.

2. Training:

- a. Vendor to provide on-site system training to Owner's staff. NOTE: Training will be videotaped by Owner for future use.

3. Operations and Maintenance Manuals:

- a. (2) Operations and Maintenance manual hardcopies on 8-1/2 X 11" or 11" X 17" paper format.
- b. (1) Operations and Maintenance manual in electronic format.

4. Other Items:

- a. Vendor to provide first batch of blast/shot media installed into machine for city use. Specific media to be coordinated with city facility's staff prior to project closeout.

PART 2: PRODUCTS

2.01 MANUFACTURERS

A. Wheelabrator or City of Minneapolis approved equal manufacturer is acceptable.

2.02 MATERIALS

A. Wheelabrator – One (1) Wheel Rubber Mill TUMBLAST Machine, Model TMR-07-1-25:

1. Blast Cabinet per manufacturer's specifications
2. Blast Wheel per manufacturer's specifications
3. Blast Wheel Housing per manufacturer's specifications
4. Abrasive Handling and Reclamation System per manufacturer's specifications
5. Workpiece Handling and Conveyance per manufacturer's specifications
6. Ventilation per manufacturer's specifications
7. Electrical system per manufacturer's specifications
8. Paint and Safety:
 - a. One (1) coat of primer and one (1) coat of 'dark blue' enamel finish paint.
 - b. Machine safety features included in manufacturer's specifications

B. Options/Accessories:

1. Mill Jam Switch
2. Wheelabrator Cartridge Dust Collector, Model CM002 (intended for outdoor installation) – 2 cartridge collector

C. Minimum Machine Requirements:

1. Cleaning Capacity: 7.36 cubic feet
2. Load Height: 37" from finished floor level
3. Conveyor Capacity: 1,300 lbs and 7.36 cu ft load volume
4. Duty Cycle: Sixteen (16) hours per day / Five (5) days per week
5. Operating Conditions: Ambient temperature and humidity

PART 3: EXECUTION

A. Qualifications: Installer must be approved by manufacturer for installation of specified equipment.

B. Preparation & Installation:

1. Vendor to provide the following prior to installation:
 - a. Delivery of equipment to owner's facility (Traffic Maintenance Facility – 300 Border Avenue) at a time coordinated by owner's representative and representative at the Traffic Maintenance Facility.
2. Vendor to provide the following at the time of installation:
 - a. Unloading of equipment at owner's facility at a time coordinated by owner's representative and representative at the Traffic Maintenance Facility.
 - b. Rigging & special handling of equipment needed upon bringing equipment onsite and placing in the location coordinated by the City of Minneapolis.
3. Vendor to provide the following after installation:
 - a. Clean and dispose site of any leftover packaging, debris, or materials needed during delivery, rigging, and installation.