

CALL FOR BIDS  
CITY OF MINNEAPOLIS  
MINNESOTA

Official Publication No. 8361

October 20<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)

---

**"BIDS FOR RENTAL OF TRAFFIC CONTROL DEVICES"**

To furnish and deliver, Traffic Control Devices on a Rental Basis to 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 28<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).

\*\*\*\*\*

Official Publication No. 8361

Published in Finance and Commerce – October 20<sup>th</sup> and October 27<sup>th</sup>, 2016

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

Bids must be accompanied by a bid deposit in the amount of **2%** of the total amount bid in the form of a certified check or bidder's corporate surety bond made payable to the Minneapolis Finance Officer.

**Successful bidder will be required to enter into a formal contract and provide a Performance Bond and Payment Bond in the full amount of the contract.**

**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. # 8361 – BIDS FOR RENTAL OF TRAFFIC CONTROL DEVICES  
Bids opened 10 AM, Local Time, November 10<sup>th</sup>, 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](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 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).

**AGREEMENT #:** \_\_\_\_\_

## **AGREEMENT**

between

**THE CITY OF MINNEAPOLIS**

and

**COMPANY NAME**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2015 between \_\_\_\_\_  
("Contractor") and the City of Minneapolis ("City");

1. The Contractor agrees:
  - a. To furnish all labor, materials, equipment and incidentals necessary to accomplish \_\_\_\_\_ as directed by Public Works – Transportation Division as needed, all in accordance with bid specifications, bid form and the Contractor's bid, as follows:  
  
In the Amount not to exceed: \$ \_\_\_\_\_  
  
Terms are net 30 days. F.O.B.: Destination
2. The Contractor agrees that this Agreement will be performed in conformity with the specifications in the City's Official Publication No. XXXX, the proposal of the Contractor, and other modifications to either of those documents made by the City. All of those documents are expressly made a part of this Agreement.
3. The Contractor agrees that its performance shall be in compliance with all laws pertaining to any aspect of any operation of the Contractor.
4. The Contractor agrees that it will pay as they become due all claims for work and services, including all wages withheld and required by law to be remitted by the Contractor to federal, state or local governments.
5. The Contractor agrees that it will pay for all material and equipment necessary to complete performance of this Agreement and upon request will furnish the City with satisfactory evidence that all amounts have been fully paid. Upon default or delinquency of the Contractor in making such payments, the unpaid amounts will be first paid by the City out of amounts due the Contractor before any part is paid to the Contractor, and will be deducted from any remaining balance due to the Contractor.
6. The Contractor agrees that it will defend, indemnify and hold the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part

of the Contractor, its agents, employees or subcontractors, while engaged in the performance of this Agreement.

7. The Contractor agrees that it will defend, indemnify and hold the City harmless against all claims and liens for labor or services performed, and for material or equipment furnished or subcontracted for by Contractor without authorization of the City.
8. The Contractor agrees to perform all acts and make all payments associated with this Agreement, including obligations to third persons and government entities.
9. No attempted assignment by the Contractor of any of its rights or obligations under this Agreement shall be valid, effective, or binding upon the City unless the City gives its written consent as evidenced by an action of the City Council of the City.
10. The Contractor agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and nondiscrimination.
11. This Contractor agrees that this Agreement becomes effective upon approval by the City of acceptable evidence of compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes Section 176.181, Subd. 2.
12. The City agrees to pay the Contractor subject to the provisions of this Agreement upon bills or invoices approved by the City, and only after delivery and acceptance by the City of all labor, materials or services provided pursuant to this Agreement.
13. The Contractor shall provide the Performance Bond and Payment Bond as required by State statute, City ordinance and as provided for in this Agreement.
14. The Contractor represents that it is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3 and will comply with the provisions contained in "Bid Terms and Conditions" incorporated in and made a part of the Contract. This section is not applicable to a contractor that is a supplier of goods and materials to the City under the terms of the Contract.
15. If the Contractor fails to perform according to the specifications contained in City Official Publication No. XXXX, the bid or proposal of the Contractor as accepted by the City, and all modifications or charges to either of these documents by the City, then the City will provide the Contractor with notice of the Contractor's failure to perform and a description of the incident or event of nonperformance (an "Event of Default"). The Contractor will cure said Event(s) of Default within ten (10) business days or such other reasonable amount of time as determined by the City in its Notice to the Contractor. Failure to cure said Event(s) of Default will result in the contractor's forfeiture of either or both the Performance Bond, the Payment Bond, portions of either such Bond, and such other costs and damages incurred by the City due directly or indirectly to the Event(s) of Default.
16. The City and the Contractor shall deliver all notice of Event(s) of Default to each other by U.S. mail, first class postage, prepaid at the address indicated in the specifications and the bid or proposal.

**TO AFFIRM THEIR AGREEMENT** \_\_COMPANY NAME\_\_ and the City of Minneapolis now execute this document by the signatures of the proper and authorized officers of each and by their corporate seal the day and year first above written.

**CONTRACTOR**

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

AND

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

**FOR THE CITY**

Approved by:

\_\_\_\_\_

Department Head responsible for Monitoring this Contract

Approved as to Form by:

\_\_\_\_\_

Assistant City Attorney

Approved by:

\_\_\_\_\_

Finance Officer Designee

**AGREEMENT #:** \_\_\_\_\_

## PERFORMANCE BOND

associated with

**AGREEMENT #** \_\_\_\_\_

between

**THE CITY OF MINNEAPOLIS**

and

**COMPANY NAME**

**WHEREAS** \_\_\_\_\_, Inc, ("Principal"), and \_\_\_\_\_ ("Surety") are held and firmly bound to the City of Minneapolis ("Obligee") in the sum of \$ \_\_\_\_\_) for the payment of which the Principal and Surety bind themselves.

**WHEREAS** the Principal has executed a written Agreement with the City of Minneapolis dated \_\_\_\_\_, 2015, to perform work consisting of furnishing all labor, materials, equipment and incidentals necessary to accomplish all of the details set forth in the Agreement and the plans and specifications in City Official Publication No. XXXX;

**ALL OF THE PARTIES NOW AGREE THAT** If the Principal performs all of the terms and conditions of the underlying Agreement or any amendments to that Agreement within the time provided in those documents, and if the Principal defends, indemnifies and holds harmless the Obligee from any and all claims, causes of action, losses, damages, penalties, and expenses, including costs and attorney's fees, which the Obligee may sustain by reason of said Principal's failure to perform all of the terms of the Agreement, and for the costs of enforcing the terms of this bond if action is brought on the bond, including reasonable attorneys' fees; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no assignment, change, extension of time, alteration, addition, omission, or other modification of the terms of the underlying Agreement shall in any way affect the Surety's obligation on this Bond, and the Surety waives notice and consents to any such assignment, change, alteration, modification or amendment.

The Principal and the Surety shall not be liable to the Obligee unless the Obligee performed the obligations to the Principal in accordance with the terms of the underlying Agreement.

The Principal and the Surety shall not be liable to the Obligee in the aggregate in excess of the sum stated above.

It is agreed that this bond is intended to comply with and furnish the coverage required by Minnesota Statutes, Section 574.26.



**AGREEMENT #:** \_\_\_\_\_

**PAYMENT BOND**

associated with

**AGREEMENT #** \_\_\_\_\_

between

**THE CITY OF MINNEAPOLIS**

and

**COMPANY NAME**

**WHEREAS** \_\_\_\_\_, Inc. ("Principal"), and \_\_\_\_\_ ("Surety") are held and firmly bound to the City of Minneapolis ("Obligee") in the sum of \$\_\_\_\_\_ for the payment of which the Principal and Surety bind themselves.

**WHEREAS** the Principal has executed a written Agreement with the City of Minneapolis dated \_\_\_\_\_, 2015, to perform work consisting of furnishing all labor, materials, equipment and incidentals necessary to accomplish all of the details set forth in the Agreement and the plans and specifications in City Official Publication No. XXXX;

**ALL OF THE PARTIES NOW AGREE THAT** if the Principal promptly pays in full the claims of all persons performing labor or furnishing materials, supplies and equipment associated with the performance of the underlying Agreement and all modifications of the Agreement, and if the Principal defends, indemnifies and holds harmless the Obligee from any and all such claims, costs, damages and penalties, including attorney's fees and expenses, for all taxes, insurance premiums, and all contributions, allowances, deductions, or other payments required by statute or labor agreements, including voluntary payment made by the Obligee to ensure the orderly performance of the underlying Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no assignment, change, extension of time, alteration, addition, omission or other modification of the terms of the underlying Agreement assented to by the Obligee shall in anyway affect the Surety's obligation on this Bond, and the Surety waives notice and consents to any such assignment, change, alteration, modification or amendment.

The Principal and Surety agree that this Bond shall inure to the benefit of all persons performing labor or furnishing materials, supplies and equipment in the prosecution of the work provided for in the underlying Agreement, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.



## Notice of Civil Rights Rules and Regulations

This notice advises City of Minneapolis contractors of their commitments under Minneapolis Code of Ordinances section 139.50. All contractors must comply with all provisions of Minneapolis Code of Ordinances Title 7 and with all rules and regulations issued by the Minneapolis Department of Civil Rights (“MDCR”) director. Contractors will be subject to a pre-award compliance review. Failure to cooperate may result in denial of contract award.

1. **Non-Discrimination:**<sup>1</sup> The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance. The contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include but are not limited to the following: Hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. **Equal Employment Opportunity/Affirmative Action Employer:** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity or affirmative action employer.
3. **Affirmative Action Plan:** The contractor must have an Affirmative Action Plan approved by MDCR before it may enter into a contract over \$50,000 with the City.
4. **Small and Underutilized Business Program (SUBP):** When applicable, the contractor must comply with the SUBP program, including, but not limited to, making a good faith effort to meet the Minority-Owned Business Enterprises and Women-Owned Business Enterprises goals established on City construction and development projects.
5. **Employment Goals:**<sup>2</sup> The contractor must make a good faith effort to meet the City’s aspirational construction workforce goals of **6%** female participation and **32%** minority participation.
6. **Prevailing Wage:**<sup>3</sup> When applicable, the contractor must comply with prevailing wage laws on City construction and development projects.
7. **HUD Section 3:**<sup>4</sup> When applicable, the contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Contractors must incorporate the Section 3 Clause into all subcontracts and to the greatest extent feasible, ensure that employment and other economic activities be directed to low income persons.
8. **Posting Requirement:** The contractor must provide this notice to its trade and labor union or representative of workers and shall post the notice in conspicuous places available to employees and applicants for employment.

<sup>1</sup> Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.

<sup>2</sup> See Request for City Council Committee Action, Adopted March 21, 2012; incorporated into section 139.50 as a rule issued by the MDCR director.

<sup>3</sup> See Minneapolis Code of Ordinances section 24.220, CPED Prevailing Wage Policy (adopted by City Council June 8, 2004), and Davis-Bacon and Related Acts; enforcement authority has been delegated to MDCR.

<sup>4</sup> See 24 CFR Section 135.38; enforcement authority has been delegated to MDCR.

## **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 423.40, 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 is encouraged 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.

---

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**



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  
-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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)).

-----

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.

---

#### 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.

=====  
END OF GENERAL DECISION

# Specifications for Rental of Work Zone Traffic Control Devices

October, 2016

## Section 1 GENERAL DESCRIPTION

These special provisions are for furnishing all materials, equipment and labor necessary to provide **Work Zone Traffic Control Devices** for the City of Minneapolis, Department of Public Works during the period stated as January 1, 2017 and until December 31, 2017.

All traffic control devices (TC Devices) used in this contract shall conform and be installed in accordance to:

1. "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) , Part 6
2. "Field Manual for Temporary Traffic Control Zone Layouts"
3. Standard Supplemental Specifications for the Construction of Public Infrastructure in the City of Minneapolis, current edition
4. Minnesota Standard Signs Manual, the Traffic Engineering Manual

The work to be performed by the Contractor under this contract shall include the following items:

- 1) Set up of Traffic Control devices
- 2) Maintenance of Traffic Control Devices
- 3) Removal of Traffic Control Devices
- 4) Providing pavement marking or removal

All of the work described in this contract must be performed by or under the direct supervision of a State of Minnesota Traffic Control Supervisor and a copy of their certification card must be provided with this contract.

It is the intention of the City of Minneapolis to award to one bidder for this contract. The basis of the bid award shall be the estimated quantities used in the bid form and the bidder's unit prices for a sum total.

## Section 2 GENERAL REQUIREMENTS

The City will inform the contractor of the quantity and description of the equipment needed. It will be responsibility of the contractor, after notification by phone or email, to deliver and properly set up the designated TC Devices at locations in accordance with the requirements stated in this contract. The delivery and set up must be, (except in an emergency situation), within four (4) hours by the contractor. Portable concrete barrier is required to be delivered and set up or removed within twenty-four (24) hours after notification. The City will inform the contractor of any TC Devices that are not operating satisfactorily or needs repair. Failure to provide, install or remove TC Devices at the time specified and of the proper variety or designation as called for, or failure to repair defective TC Devices, will be sufficient grounds for termination of the contract.

It will be the contractor's responsibility to retrieve the TC Devices from the job site. All TC Devices must be removed from the job site within 48 hours of request to remove and job cancel. If, 48 hours of request to remove, the TC Devices have not been removed by the contractor, the City will have the option to retrieve the TC Devices, using City forces and equipment, and deliver these TC Devices to a storage

facility. All costs associated with this retrieval and delivery of TC Devices by City forces will be deducted against any outstanding bills of the contractor.

The contractor shall not remove or relocate any TC Devices placed by the City unless such change is directed by the Engineer. When TC Devices have been removed from the street, care must be taken to remove any accumulated road debris around the TC Devices. The City will supply the contractor with a job number with each order placed with the contractor. This job number must appear on all invoices or correspondence referring to any particular job. Contractor will be responsible for billing the using Division and work group.

Contractor shall have a twenty four (24) hour service available, seven days a week, and shall be capable of delivering additional TC Devices to any location in the City within maximum two hours in an emergency situation. The right to determine what constitutes an emergency situation rests with the City. The City will exercise care to minimize the requirement for delivery other than during normal working hours and will attempt to request additional TC Devices no later than two o'clock p.m. of the day preceding the requirement for additional TC Devices.

The City of Minneapolis plans on projects which will be done on weekends and evenings, therefore all of the items stated in these specifications shall apply for work during these times. There will be no additional compensation for overtime or other expenses associated with the additional non standard working times.

***The following items are considered incidental to this contact and shall be provided for:***

1. Contractor's name and phone number shall be stenciled in letters not less than one-half (1/2") inch height on all TC Devices used in this contract.
2. All drums, signs, supports, CMS and barricades shall come fully assembled and shall be properly ballasted with sandbags to prevent overturning by high winds. Sandbags are incidental and shall be furnished and installed at no additional cost to the City. Further the contractor is required to provide additional sand bags which are lost, damaged or otherwise missing during the period of time these traffic control units are in use.
3. Any flags required, as directed by the Engineer, shall be supplied and shall be 16" x 16" of approved flagging material and color.
4. TC Devices which are specified as "**Reflectorized**" shall be approved "high intensity" grade sheeting.
5. All standard TC Devices bid in this contract shall be provided with reflectorized with" high intensity" grade sheeting.
6. The water filled barrier shall be approved by the City Engineer and available at the jobsite within a 24 hour notice by the City. Filling of water is considered incidental and shall be furnished and installed at no additional cost to the City. The contractor is informed that these water filled barriers may be used in below freezing or below zero conditions.
7. Portable Concrete Barrier (PCB) shall comply with all current MNDOT specifications.
8. Each TC Devices and/or special sign shall include its own individual sign support and is considered to be part of the rental price of the TC Devices.

## **II. Rental Equipment**

Included with this bid is the list of traffic control devices that are to be stored and maintained at specific city locations and are referred to as STOCK. The terms and conditions stated in this contract will apply to these stock items.

Stock stored at City locations.

1. The Contractor will maintain a stock of Type I flasher units measuring 24" width at the Minneapolis: Water Department - East Yard, 935 5<sup>th</sup> Avenue SE (units to be stenciled "Water Department").
2. The Contractor will maintain a stock of Type I flasher units measuring 24" width at the Minneapolis Sewer Department at 1901 East 26<sup>th</sup> Street (units to be stenciled "Sewer Maintenance Department").
3. The Contractor will maintain a stock up of Type I flasher units measuring 24" width at the Minneapolis Street Department at 1901 East 26<sup>th</sup> Street (units to be stenciled "Street Department")

All traffic control devices identified in this section shall be maintained at the storage locations at least once per week and at locations in the field when notified by the City that the barricades require maintenance. Loss of this equipment is covered in other sections of this contract.

Payment will be based on the unit day bid for the TC Devices stored in these locations.

## **III. Special Sign**

The City has identified the need for custom signs which are unique to an individual project. This sign shall have statements unique to the needs of an individual project to provide the public with information regarding this project. The City will provide the bidder with the information to be used on this sign, and the bidder shall create and place this sign within 48 hours of notice. The sign shall be a minimum dimension of 36 inches high by 24 inches wide, and may be larger based on need. It shall be made of precut reflectorized letters and the same materials as other signs specified in this contract and placed on standard sign supports or installed into the boulevard, based on the duration and need. Compensation for this sign shall be made at the bidder's unit price, *Special Sign*.

## **IV. Portable Concrete Barrier, long term lease**

The City has identified use of Portable Concrete Barriers (PCB) for long term use, it is desired that these PCB be delivered in the spring and used and relocated by the City, for the entire construction season, the cost of these PCB will include providing the PCB, delivery and pick up service at the end of the season. The bidder is informed that the location of the delivery and location of the pickup will not be the same location. The bidder shall also be aware that normal wear and tear will occur as their PCB are relocated by City. Bid price will be based on one unit.

## **V. Maintenance and Servicing:**

The successful bidder must be able to maintain all of their TC Devices rented to the

City of Minneapolis. It shall be the responsibility of the contractor to maintain all TC Devices and to furnish all parts and labor at no cost to the City. This is to include the TC Devices which require their own power source. Contractor shall pick up damaged or defective TC Devices at that time. Excess TC Device shall be picked up within twelve hours after notification. Any TC Devices damaged or defective must be repaired or replaced within two (2) hours after notification.

The Contractor shall service all jobs, without call from the City once a week, and shall provide additional service on any job at call or notification from the City within two (2) hours. All TC Devices must be kept clean at all times while in use. The Contractor shall keep service records and turn them in to the City with monthly billing. All service shall be incidental and at no cost to the City.

All trucks used by the Contractor shall be equipped with a communication device capable of contacting the contractor's warehouse. All contractor's personnel when delivering, servicing, placing and removing barricades (on City's right of way) shall wear appropriate safety equipment including, but not limited to a safety vest, hard hat and other safety items.

**VI. Loss or Damage:**

The City of Minneapolis shall be held harmless for any loss, acts of vandalism, thief or damage to any of the contractor's TC Devices supplied under this contract. The cost for this is considered incidental to this contract and no additional compensation will be made.

**VII. Payment:**

Bidders shall submit prices per TC Devices, which includes cost of support or stand as required, as called for on bid form attached to these specifications.

Final Payment will be based on the following submittals:

1. Submitted documentation that the Contractor and its subcontractors they have complied with the provisions of M.S. 290.92 regarding withholding of MN State income taxes.
2. An affidavit has been received by the Engineer from the Contractor (including his subcontractors and suppliers) showing that all claims against them by reason of this Contract have been either paid or satisfactorily secured.
3. 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.

**IX. Additional items which apply:**

The Engineer reserves the right to increase contract quantities up to 100% of this contract with no change in the bid prices

At the time of bid opening the bidder must be able to demonstrate to the Engineer that all of the staffing, office support, support vehicles, storage facilities and any other item stated

in these specifications are in their inventory and they are fully capable to perform all of the work stated in this contract.

At the request of the engineer the bidder shall provide a list of his inventory complete with serial numbers and location. At the discretion of the Engineer, he will inspect these devices for conformity to this contract. The bidder shall have on hand at least 8% of the full quantity of items on the entire bid list. If in the opinion of the engineer the bidder does not have the proper inventory necessary for the work described in this contract (and does not have satisfactory documentation of lease or rental of additional inventory), their bid will be rejected. This documentation shall be submitted to the engineer for his review within 24 hours of the request.

The City reserves the right to have the bidder submitted references of projects for the past two (2) years for review. These projects shall be the same scope of work which is defined in this bidding document and be in a municipal environment. This work shall have been completed to the satisfaction of the owner. If the bidder cannot submit this documentation to confirm that they have completed work of this same scope of work, their bid will be rejected. This documentation shall be submitted to the engineer for his review within 24 hours of the request.

**Filed as matsulg0/TrafficControlC17**  
**Original by L Matsumoto, July 28, 2010**  
**Revised December, 2011, May, 2013, October, 2016**

**BID FORM**

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

My /Our bid to furnish and deliver Traffic Control Devices on a rental basis to the City of Minneapolis, all in accordance with your specifications. Do Not include sales taxes and fees in your bid pricing.

<b><u>Item Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>
Bid Item 1 <u>Traffic Cone, 28" Height</u>	5,900.	\$ _____/DAY
Bid Item 2 36" Min Height 4" Reflective Stripe on Drum <u>Drum</u>	12,000.	\$ _____/DAY
Bid Item 3 42" Min Height <u>Grabber Delineator</u>	70,000.	\$ _____/DAY
Bid Item 4 <u>Impact Attenuator</u>	5.	\$ _____/DAY
Bid Item 5 White or Yellow Paint with Reflective Beads <u>Pavement Marking</u>	50,000.	\$ _____/LINEAL FT
Bid Item 6 <u>4.0" Pavement Marking Removal</u>	30,000.	\$ _____/DAY
Bid Item 7 10' Section <u>Pedestrian Barricade</u>	20,000.	\$ _____/DAY
Bid Item 8 <u>Temporary Pedestrian Ramp</u>	200.	\$ _____/DAY
Bid Item 9 36" Min Height Top Panel 8"-12" Height (Reflective) Striping at 45 <u>Type 1 Barricade</u>	100,000.	\$ _____/DAY

Bid Item 10 36" Min Height Both Panels 8"-12" Height (Reflective) <u>Type 2 Barricade</u>	30,000.	\$ _____/DAY
Bid Item 11 60" Min Height <u>Type 3 Barricade</u>	15,000.	\$ _____/DAY
Bid Item 12 <u>Type A Flasher</u>	10,000.	\$ _____/DAY
Bid Item 13 <u>Bike Lane Closed, 24"x18"</u>	300.	\$ _____/DAY
Bid Item 14 Black on Orange <u>Bike Ped Detour</u> <u>M4-9ma, 30"x24"</u>	200.	\$ _____/DAY
Bid Item 15 Black on Yellow <u>Bump</u> <u>W8-1B, 30"x30"</u>	3400.	\$ _____/DAY
Bid Item 16 Black on Orange <u>Detour Ahead</u> <u>W20-2, 36"x36"</u>	300.	\$ _____/DAY
Bid Item 17 Black on Orange <u>Detour Arrow on T-3, Left</u> <u>M4-10, 48"x18"</u>	100.	\$ _____/DAY
Bid Item 18 Black on Orange <u>Detour Arrow on T-3, Right</u> <u>M4-9m, 48"x18"</u>	100.	\$ _____/DAY
Bid Item 19 Black on Orange <u>Detour on Stand, Left</u> <u>M4-9m, 30"x24"</u>	700.	\$ _____/DAY
Bid Item 20 Black on Orange <u>Detour on Stand, Right</u> <u>M4-9m, 30"x24"</u>	700.	\$ _____/DAY

Bid Item 21 Black on Orange <u>Detour on Stand, Straight</u> <u>M4-9m, 30"x24"</u>	2,000.	\$ _____/DAY
Bid Item 22 Black on Yellow <u>Directional Arrow, Left</u> <u>W1-6, 48"x24"</u>	2100.	\$ _____/DAY
Bid Item 23 Black on Yellow <u>Directional Arrow, Right</u> <u>W1-6, 48"x24"</u>	1400.	\$ _____/DAY
Bid Item 24 <u>Do Not Enter, 24"x18"</u>	400.	\$ _____/DAY
Bid Item 25 Black on Orange <u>Flagman Ahead</u> <u>W20-7, 36"x36"</u>	100.	\$ _____/DAY
Bid Item 26 <u>Head to Head Traffic (TWT Arrows)</u> <u>W6-4, 12"x18"</u>	500.	\$ _____/DAY
Bid Item 27 Black on White <u>Keep Right</u> <u>R4-7, 12"x18"</u>	1350.	\$ _____/DAY
Bid Item 28 <u>Right/Left Lane Closed</u> <u>W21-X5, 36"x36"</u>	200.	\$ _____/DAY
Bid Item 29 Black on White <u>Left Lane Must Turn Left</u> <u>R3-7, 30"x30"</u>	100.	\$ _____/DAY
Bid Item 30 Black & Red on White <u>No Left/Right Turn/No Turn</u> <u>R3-1, 3-2, 3-3, 24"24"</u>	1100.	\$ _____/DAY
Bid Item 31 Black & Red on White <u>No Parking</u> <u>R8-3, 12"x12"</u>	1450.	\$ _____/DAY

Bid Item 32 Black on White <u>No Thru Traffic</u> <u>R5-X4, 24"x30"</u>	300.	\$ _____/DAY
Bid Item 33 Black & Red on White <u>No Truck</u> <u>R5-2, 24"x24"</u>	200.	\$ _____/DAY
Bid Item 34 <u>Pedestrian Crosswalk w/Arrow, 24"x18"</u>	200.	\$ _____/DAY
Bid Item 35 Black on Orange <u>Pedestrian Detour</u> <u>M4-9mb, 30"x24"</u>	600.	\$ _____/DAY
Bid Item 36 Black on White <u>Road Closed</u> <u>R11-2, 48"x30"</u>	5200.	\$ _____/DAY
Bid Item 37 Black on Orange <u>Right/Left Lane Closed</u> <u>W21-X5, 36"x36"</u>	600.	\$ _____/DAY
Bid Item 38 Black on White <u>Right Lane Must Turn Right</u> <u>R3-7, 30"x30"</u>	100.	\$ _____/DAY
Bid Item 39 Black on Orange <u>Road Closed Ahead</u> <u>W20-3, 36"x36"</u>	1000.	\$ _____/DAY
Bid Item 40 Black on White <u>Road Closed to Thru Traffic</u> <u>R11-4, 60"x30"</u>	2,000.	\$ _____/DAY
Bid Item 41 Black on Orange <u>Road Work Ahead</u> <u>W20-1, 36"x36"</u>	4850.	\$ _____/DAY



Official Publication No. 8361  
Bids opened 10 AM, Local Time  
November 10<sup>th</sup>, 2016

**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.**

**Successful bidder will be required to enter into a formal contract and provide Performance Bond and Payment Bond in the full amount of the contract.**

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

Bid Form - Prevailing Wage Certificate – 2% Bid Deposit

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: \_\_\_\_\_

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