

CALL FOR BIDS  
CITY OF MINNEAPOLIS  
MINNESOTA

Official Publication No. 7556

November 18<sup>th</sup>, 2011 po

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

P/W – Street Department

AN AFFIRMATIVE ACTION EMPLOYER

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

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### "BIDS FOR TRAILWAY CRACK FILLING AND SEAL COATING"

To provide all materials, equipment, labor, tools and incidentals necessary for trailway crack filling and seal coating for the City of Minneapolis Public Works Department; all in accordance with attached specifications and bid form.

The SUBP goals for this contract are **2% WBE** and **2% MBE**. The selected vendor must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction or development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Successful bidder shall be subject to a pre-award Affirmative Action Compliance Review by the Minneapolis Department of Civil Rights 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 from the Department of Civil Rights in accordance with Chapters 139.50 and 423 of the Minneapolis Code of Ordinances. That includes approval of affirmative action plans, subcontracting efforts and, on construction contracts, a written plan to meet employment participation of 11% for both skilled and unskilled minority trade workers and 6% for females. Monthly compliance reports are required to be filed electronically. Filing information can be obtained on the web at [www.minneapolis.diversitycompliance.com](http://www.minneapolis.diversitycompliance.com). Questions on compliance can be directed to the Department of Civil Rights at (612) 673-3012.

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, sex, age, religion, ancestry, affectional preference, disability, public assistance status, marital status or national origin.

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.ci.minneapolis.mn.us/council/archives/proceedings/2008/20081010-proceedings.pdf>

**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.

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

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Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, December 13<sup>th</sup>, 2011** 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.

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

**City of Minneapolis Purchasing Department  
Offl. Publ. #7556 – BIDS FOR TRAILWAY CRACK FILLING AND SEAL COATING  
Bids opened 10 AM, Local Time, December 13<sup>th</sup>, 2011  
330 Second Avenue South - Suite 552  
Minneapolis, MN 55401**

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

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

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

## 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, cashiers 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 submitted 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.

The City of Minneapolis is subject to Minnesota Sales and Use Tax for taxable items in accordance with the Minnesota Department of Revenue.

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.

CITY OF MINNEAPOLIS, MINNESOTA  
MULTIPURPOSE TRAILWAY CRACK FILLING AND SEALCOATING SPECIFICATIONS

**SPECIAL TERMS AND CONDITIONS**

**A. SUMMARY OF WORK**

**A.1.** It is the intent of these specifications to provide the prospective contractor with sufficient details that comprehensive bids may be presented by qualified contractors on the application of asphalt emulsion sealer and sand to selected paved multipurpose trails within the City limits of Minneapolis as listed within these specifications.

The locations and specifications are provided for bidding purposes only, and no guarantees are expressed or implied that the City will award a contract for all of the locations listed. Budgetary constraints may require the scaling back of the work by up to twenty five percent (25%) of the total area indicated.

**A.2.** The selected contractor, hereby known as the Contractor, shall provide and be solely responsible for furnishing all labor, materials, tools, equipment, traffic control and professional knowledge necessary to effectively and efficiently fully complete the work as specified within these specifications for the contracted price. Omissions within the specifications of common construction and safety practices within the industry will not constitute sufficient cause for the Contractor to request additional compensation.

**A.3.** Contractors are required to inspect the work areas to determine for themselves the nature of the proposed work, and the difficulties which may be encountered. Guided inspections may be arranged by contacting the Buyer (hereby called the Agent).

**A.4.** It is the intent of the City to have each site started and completed before major work is started at the next site. Scheduling will be discussed with the awarded Contractor(s). The City would like all work to be completed **between July 5 to September 2 2012**.

**B. CONTRACTOR QUALIFICATIONS:**

Each bidder must submit with their bid proposal documents giving experience, qualifications and the number of employees available for the work to be performed. The Contractor will provide a list of all subcontractors which may be utilized on the work. The City shall have the right to take such steps as it deems necessary to determine the ability of the Contractor to perform their obligations under the contract, and each Contractor shall furnish the City all such information and data for this purpose as it may request.

**C. CONTRACTOR'S RESPONSIBILITIES:**

**C.1.** The Contractor shall have charge of and be responsible for, in all ways, the completion and acceptance of the work and the restoration of the surrounding property and landscaping items disturbed during work to the satisfaction of the Agent. Any and all restoration costs and the disposal of all "waste" materials resulting from the work shall be included within the contracted price.

City of Minneapolis, Minnesota  
Multipurpose Trailway Crack Filling and Sealcoating Specifications

**C.2.** The Contractor shall have sole responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, their agents, employees and subcontractors, and for all safety precautions and programs incidental to the work of the Contractor at all times, including nights, weekends and holidays.

**C.3.** The Contractor is solely responsible for all damages to any contiguous property of any character resulting from any act, omission, neglect or misconduct in performance of the work. Corrections or replacement of damaged property will be made at the Contractor's expense and completed before final payment is made.

**C.4. Proposal Procedures:**

- a. Quote shall be submitted on the Form included in the proposal documents. All items shall be completed in ink or by type, and shall be entirely legible. All corrections or alterations (if any) shall be initialed by the signer of the quote.
- b. In the case of any discrepancy between unit price and the extended price or total, the unit price shall govern, unless otherwise clearly stated in the Contractor's documents.
- c. The proposal and any other documents submitted with or made part of the quote shall be enclosed in a SEALED ENVELOPE, clearly marked "Trailway Sealcoating". This envelope shall be addressed to:

City of Minneapolis  
Purchasing Department  
Attn: David Schlueter  
330 2<sup>nd</sup> Avenue South  
Rm 552 Towle Building  
Minneapolis, MN 55401

- d. Contractor must also submit literature detailing the composition of the material to be applied along with the proposal.

**C.5. Warranty:** The successful Contractor will provide a one-year guarantee beginning at the time of final acceptance of the project by the City of Minneapolis. The Contractor shall agree to repair all failures which occur due to poor workmanship or improper application within the first calendar year following the date of job acceptance. Such repairs shall be made immediately, and at no further expense to the City.

1. **C.6. 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. The Contractor and its sub-contractors shall secure and maintain the following insurance:

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- 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.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) Technology Liability Insurance for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. If written on a Claims-Made basis, policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Contractor commences work, whichever is earlier.

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. 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.

**C.7. Bid Bond:** Accompanying this proposal is a contractor's bond, certified check or cash deposit which is at least five percent (5%) of the amount of the base bid made payable to the City of Minneapolis, Minnesota, and the same is subject to forfeiture in the event of default on the part of the undersigned to execute the prescribed contract after its submittal to me/us.

In submitting this proposal, it is understood that payment for work completed will be by check. The City retains the right to a five percent (5%) retainage of payment, providing successful compliance of the Contractor with the terms of the specifications. Final payment to the Contractor shall be made within thirty (30) days of acceptance and receipt of invoice.

**D. TECHNICAL PROVISIONS:**

**D.1. Materials Application:**

Multipurpose Trailway Crack Filling and Sealcoating Specifications

- a. The asphalt emulsion sealer must meet or exceed the following standards: ASTM - D2939, and D217; Federal Spec TTC555B, Section 4.4.6 (Accelerated Weathering), and TTC555B, Section 4.4.7 (Resistance to Driven Rain).
- b. The asphalt emulsion sealer shall be delivered to the work site premixed in drums or bulk containers. Final mixing of fibers and mineral fillers will be allowed only with the recommendation of the manufacturer and the approval of the City's Agent. The Contractor will provide the Agent with a copy of the manufacturer's mixing and dilution recommendations. The sealer shall be mixed with #30 to #70 silica sand at a rate of three to four pounds of sand per gallon of sealer.
- c. Two (2) coats shall be applied in accordance with the emulsion sealer manufacturer's recommendation in a quantity exceeding .18 gallons per square yard equivalent of undiluted material. The sealer will be placed during daylight hours, when the base surface is dry and air temperature is OVER 50 DEGREES FAHRENHEIT.
- d. The asphalt emulsion sealer will NOT be applied when the weather is foggy or rainy, or when such conditions are anticipated during an eight (8) hour period following its application.
- e. The asphalt emulsion sealer shall be applied by a machine, which is specially designed for such work and is large enough to cover the width of a 10-foot wide trail in ONE PASS, and have the ability to reduce the application coverage for eight-foot wide trails. Trail edges must be over-sprayed by 3" to 6" to insure that entire trail width is covered.
- f. The application machine shall be designed to prevent damage to the asphalt trails. No more than 600 gallons of material shall be transported on trail at any time. Damage to trails shall be repaired at the Contractor's expense.
- g. The following products have been pre-approved for this work: Seal Master Professional Grade, Laykold Resurfacer, Action Fill, Latex-ite Surfacer, Filler Coat Binder 900-20, Plushtex SFA, Walk Master. Contractor using other manufactured material must submit the material for approval in accordance with Paragraph D.1.a.

**D.2. Crack Sealing:**

- a. The City of Minneapolis will provide a project map, initial sweeping, weed edging and inspection and acceptance of the work. The Contractor shall invoice the City upon completion and acceptance by the City. Upon approval of the invoice by the City, the City will remit the approved invoice amount.
- b. This work shall consist of blowing, cleaning and sealing all cracks in the existing bituminous pavement. The following product or an approved equal has been approved for this work: Roadmaster 517 Direct Fire Sealant.
- c. A copy of the manufacturer's recommendations pertaining to the heating and application of the joint sealant material shall be submitted to the Park Maintenance

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& Operations Manager prior to the commencement of work. These recommendations shall be adhered to and followed by the Contractor. The temperature of the sealer in the field application equipment shall never exceed the safe heating temperature recommended by the manufacturer. Any given quantity of material shall not be heated at the pouring temperature for more than six (6) hours and shall never be reheated. Sealing shall not proceed if the temperature of the material has not reached or has fallen below the manufacturer's recommended minimum application temperature.

- d. Mixing of different manufacturer's brands or different types of sealant shall be prohibited.
- e. The Contractor shall conduct his operation so that cleaning and sealing is a continuous operation.
- f. Sealant materials may be placed during a period of rising temperature after the air temperature in the shade and away from artificial heat has reached 40 degrees F, and indications are for a continued rise in temperature.
- g. During a period of falling temperature, the placement of sealant material shall be suspended when the air temperature, in the shade and away from artificial heat reaches 30 degrees F. Sealant shall not be placed when, in the opinion of the City, the weather or roadbed conditions are not favorable. Sealing will be permitted only during daylight hours between May 1 and September 30.

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**D.3. Sequence of Events:**

- a. The following general event sequence is recommended for application at each of the work sites.
  1. The City will sweep loose materials from the existing bituminous surfaces and dispose of it in accordance with existing state laws.
  2. The Contractor will provide advance information signs that the trail will be closed within a given week and the duration of the closure.
  3. Prior to sealcoating, all cracks ¼" or wider must be blown clean with compressed air and then sealed with hot liquefied crack filler. This shall be the responsibility of the Contractor.
  4. The City will notify the Contractor of the date that the City intends to clean the trail surfaces. The Contractor will respond to this information and apply the sealer within 24 hours of the cleaning, weather permitting.
  5. The Contractor shall apply the base course of sand and asphalt emulsion sealer per manufacturer's specifications. The Contractor shall wait at least overnight before applying the second course of sealer to insure proper and complete curing of the first course.
  6. The Contractor shall adequately "block off" the trail and post "Trail Closed" signs after each sealer application to prevent trail use by the public until the sealer has had proper time to dry, and not create a safety hazard.
  7. The Contractor will clean the trails if necessary, removing any loose objects from the site before the second course is applied.
  8. The Contractor shall apply the second (finish) course in accordance with the manufacturer's specifications. NOTE: Under ideal conditions, the second coat may be applied the same day as the base course, but ONLY AT THE DISCRETION OF THE CITY'S AGENT.
  9. The Contractor and an agent of the City will inspect each trail, and defects shall be corrected before acceptance and payment is made to the Contractor.

**GENERAL CONDITIONS:**

**E.1. Access to work sites, parking:**

Each work site's access will be arranged with the Contractor by the Agent. Under no circumstances will the Contractor deviate from the agreed upon access without the written consent of the Agent.

The Contractor will be permitted to occupy such portions of each Trail as permitted by the City, after the Contractor places proper safety warning and access controls at each work site. No access, trespassing, or work on or through private property will be allowed without the PRIOR written permission of the landowner. Such written permission will be the Contractor's responsibility.

Parking of employees' vehicles will be restricted to the existing designated parking area available at each site. Construction equipment may be left at the work sites only with the permission of the Agent. The City will not accept any responsibility for security of materials, tools, supplies or equipment left at a work site by the Contractor or Subcontractors.

**E.2. Clean Up:**

During construction, all affected areas shall be regularly kept clean and free of rubbish, debris and excess materials. Any unnecessary equipment shall be removed from each work site.

Upon completion, the Contractor will clean up all areas affected by their operations and shall remove all debris, rubbish, materials and equipment from each work site. The Contractor will be responsible for leaving each work site and affected adjacent property and streets in a clean and restored condition satisfactory to the Agent.

**E.3. Compliance with Laws, Codes and Regulations:**

The Contractor shall familiarize themselves and have a good working knowledge of all codes, laws, ordinances and regulations which may affect those engaged or employed in the work, all materials and equipment used in or upon the work, or that which in any way affects the performance of the work. The provisions of any such codes, laws or ordinances are deemed to be a part of the contract, and the Contractor shall be bound by the provisions thereof.

**E.4. Hours of Work:**

All work shall be performed ONLY during normal workdays (7:00 AM - 5:00 PM, Monday through Friday). The Contractor may elect to perform work on Saturdays (7:00 AM - 5:00 PM) at their discretion, but NO WORK WILL BE DONE ON SUNDAYS OR HOLIDAYS without PRIOR approval from the Agent.

**E.5. Labor:**

**E.5.1.** The Contractor shall employ only competent labor for this work. The foreman or supervisor will be competent, sober and reliable, and shall extend every facility to the

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Agent to enable him/her to properly discharge their duties, and shall furnish such help as may be necessary to facilitate the inspection of work and materials.

**E.5.2.** The City reserves the right, through its agent, to require the removal of any particular employee, employees or subcontractor(s) of the Contractor if, in the judgment of the Agent, it shall be in the City's best interest to have such individual(s) or companies removed from the work site.

**E.5.3.** The Contractor will not be granted additional compensation for any work performed on weekends or holidays without prior written permission from the City.

**E.6. Measurements:**

Before work commences, the Contractor shall verify all measurements, distances and calculations contained within these specifications, and shall be responsible for the same. The specification measurements are approximations, and provided for bidding purposes only. The Contractor is totally responsible for measurements, and no additional compensation will be allowed.

**E.7. Noise / Dust / Erosion Control:**

The Contractor will comply with local and state ordinances on noise abatement, obtain any permits needed and will not operate any equipment between the hours of 6:00 PM and 7:00 AM each day. No equipment may be utilized on Sundays or holidays at any time without prior approval of the Agent.

**E.8. Owner's Status:**

**E.8.1.** The City will designate an Agent before work begins who shall have general supervision and control of the work. This Agent has complete authority for the City of Minneapolis (Owner) for this work as provided by law. The Agent has authorization to stop the work whenever stoppage may be necessary to insure proper execution of the Contract Documents. The Agent is recognized by both parties to the Contract as the interpreter of the Contract Documents and the scope of work to be done. The Agent shall, within a reasonable time, make decisions on all claims of the City or the Contractor on all matters relating to the execution and progress of the work; shall decide all questions regarding the interpretations of the Contract Documents relating to the work; shall determine the amount and quantity of work performed and materials furnished which are to be paid for under the Contract; and shall be permitted to make such corrections and interpretations as may be necessary for the fulfillment of the work's intent. In the case of any discrepancy occurring between the schedule, plans or interpretations of the Contractor and the specifications, the decision of the Agent is final.

**E.8.2.** The Agent or his/her representatives shall retain the right at all times to have access to the work sites. The Agent reserves the right to inspect the work sites at any time, and if deemed necessary, to reject materials and/or workmanship and require the Contractor to make the necessary corrections at the Contractor's expense.

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**E.8.3.** No advice which the Agent's representatives may give the Contractor shall be construed as binding upon the City, nor will such advice release the Contractor from the fulfillment of the terms of the Contract.

**E.9. Quality Controls:**

**E.9.1.** The Contractor shall be responsible for maintaining quality control at each work site. Quality control cost will be at the Contractor's expense.

**E.9.2.** If requested, the Contractor will submit tests of the materials used at each work site to a City-approved testing laboratory, which will certify that the materials meet Specifications. The cost for these tests will be paid for by the City. Any re-testing due to failures of materials to meet specifications shall be at the expense of the Contractor.

**E.10. Storage:**

No equipment may be left on any City streets overnight. However, materials and equipment may be left at a work site with the permission of the Agent. The Contractor shall be solely responsible for the care of the delivery, proper storage, use and removal of excess materials from the work site. Materials and supplies will be stored so as to insure the preservation of their respective qualities and fitness for the work. The City will not accept, nor be responsible for, security of any materials, equipment or supplies stored at any work site. The Contractor shall bear the cost of and responsibility for the on-site storage, and shall provide all reasonable precautions for public safety and accident prevention.

**E.11. Subcontracting:**

**E.11.1.** All subcontractors shall be subject to the approval of the City, and no subcontract shall be let without such approval. All contracts between the Contractor and their Subcontractors shall incorporate all the provisions of this Contract.

**E.11.2.** Each Contractor submitting a quote will provide a listing of any and all subcontractors with whom they will be conducting business for this work.

**E.12. Temporary Utilities / Facilities:**

**E.12.1.** The Contractor and his Subcontractors shall furnish all temporary utilities as their needs may require, at their own expense.

**E.12.2.** The Contractor will maintain, at their own expense, a reasonably adequate First-Aid kit at each work site for use by their employees.

**F. MISCELLANEOUS:**

**F.1. Changes in Specifications or Character of Work:**

**F.1.1.** The City reserves the right, as the work progresses, to make changes in the Contract Documents or in the character of the work to be performed as may be considered necessary or desirable to complete the work. Such changes shall not invalidate the Contract.

**F.1.2.** The changes to the Contract Documents by alteration, adding to or deducting from the Contractor's obligations and the contract sum may be adjusted accordingly, based on the following guidelines:

- a. In the event of any change which deletes certain work or materials, no claim for anticipated profits shall be made by the Contractor.
- b. Where such work alters or adds to the total project work, the Contractor is entitled to just compensation. Such compensation may be made only if the Contractor provides, prior to commencement of the alteration or addition, written notification to the Agent which indicates the total cost of the Contract alteration or addition. Just compensation shall be based on the net cost of materials and labor in its performance, plus twenty percent (20%) to cover all profit, superintendents, general expense, overhead, premiums and all other costs incidental to the implementation of the change.

**F.1.3.** Under no circumstances may the total of all changes, modifications and alterations exceed twenty-five percent (25%) of the original Contracted quote amount accepted by the City Council.

**F.2. Contractor's Right to Request Changes:**

**F.2.1.** If the Contractor discovers, prior to or during their work, anything in the Contract Documents or in directions given by the Agent which, in the opinion of the Contractor, appears to be faulty engineering, design or opinion, they shall forthwith advise the City in writing of the apparent error. If no objections are raised by the Contractor under provisions of this paragraph, the Contractor waives any right to contest the provisions of the Contract Documents on the basis of faulty engineering or design.

**F.2.2.** Requested changes must be submitted to the City in writing. The request must indicate the reason for the change, recommended correction or change and the proposed cost of the change. The City reserves the right to accept or reject suggested changes without cause and, if accepted, make financial modification to the Contract as necessary.

**F.3. Completion of Work and Inspection:**

**F.3.1.** City reserves the right to require the Contractor to provide proof that sufficient materials (sealer and silica sand) were utilized in the completion of the work at any time during or within five working days after work completion. Such method of evidence shall be determined by the City's Agent.

**F.3.2.** Upon the commencement of work at a work site, work will be continuous without interruption (except for weather delays) until the work is completed. The Contractor shall be given no more than thirty (30) calendar days to complete the work at all work sites contracted, or as may be extended by the City in writing. Failure to complete the work within this time frame will be justification for the City to impose a \$100.00 per day late penalty against the final payment to the Contractor. After completion of the work at each site, the Contractor shall immediately notify the City's Agent for inspection and acceptance. If completed work is not acceptable at the time of the inspection, the Contractor will be notified in writing as to the unacceptable work. If, within a period of five (5) working days after such notification, the Contractor has not taken steps to complete the work as directed, the City may, without further notice, make such other arrangements as it deems necessary to have such work completed in a satisfactory manner. The cost of completing such work shall be deducted from any moneys due to the Contractor.

**F.3.3.** If the work has been satisfactorily completed, the City's Agent will provide certification so that payment can be made. Payment for work will be scheduled within thirty (30) days after satisfactory completion and acceptance of the work site work. Progressive payments may be negotiated between the Contractor and the Agent for the City.

**F.4. Correction of Work after Final Payment:**

**F.4.1.** Neither the acceptance of work by the Agent, nor payment of claims, nor any provision of the Contract Documents, shall relieve the Contractor of their responsibility for faulty materials or workmanship and, unless otherwise specified, they shall remedy all defects and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of substantial completion.

**F.4.2.** The City shall give notice to the Contractor of observed defects with reasonable promptness. The Contractor will make every effort to replace or repair the defective materials and correct the faulty workmanship with reasonable promptness.

**F.5. Delays:**

**F.5.1.** The Contractor shall waive all claims for damages from any hindrance or delay. Shutdowns due to improper work, or other conditions due to the Contractor's operation, shall not be considered cause for extension of times.

**F.5.2.** The rights of the Contractor to proceed shall not be terminated, nor shall the Contractor be charged with damages for any delays in the completion of work, due to the following:

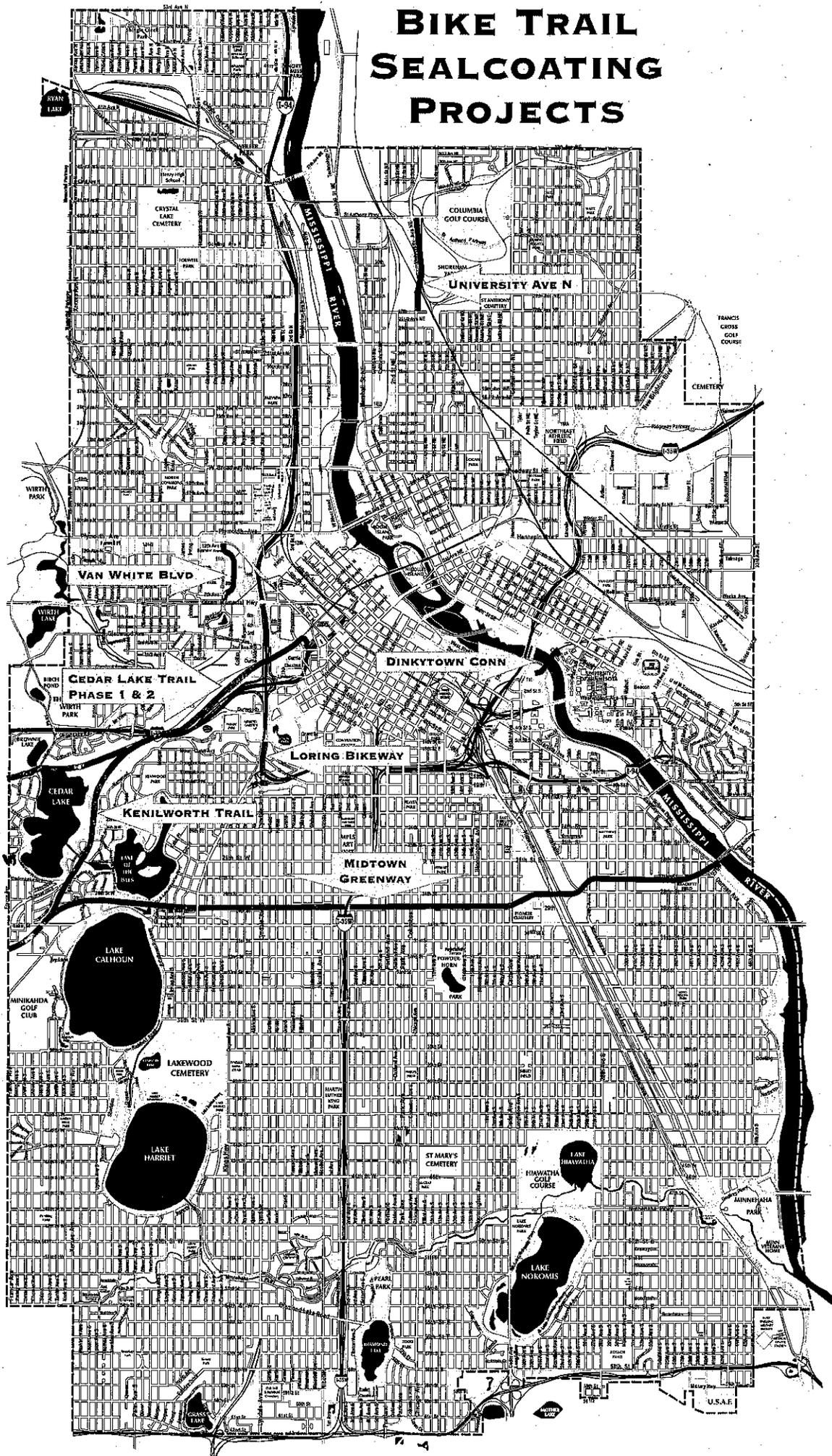
- a) To any acts of the government, including the City of Minneapolis.
- b) To causes not reasonably foreseeable by the parties to this contract, at the time of execution of the contract, which are beyond the control and without the fault of negligence of the Contractor including, but not restricted to: acts of God, fire, strikes or unusually severe weather.
- c) To any delays due to temperatures remaining below 50 degrees F for more than seven (7) continuous days, measured at noon.

**F.5.3.** The Contractor shall notify the City of Minneapolis within ten (10) days of the cause of the delay. If the delay is properly excusable under the terms of the contract, the City's Agent may extend the completion date of any work site affected by the excusable delay by a period commensurate with the length of the excusable delay. No extension of issue date will be granted if notification of excusable delay is not received within ten (10) days of the delay.

**F.6. Deductions:**

**F.6.1.** If the Contractor should neglect to perform the work satisfactorily or fail to perform any provision of the Contract, the City, after three (3) days written notice to the Contractor, may, without prejudice, make good such deficiencies, and shall have the right to deduct all costs thereof from the payments due the Contractor and, in case where those amounts are less than the cost of the deficiency correction, the Contractor shall pay the difference upon demand.

# BIKE TRAIL SEALCOATING PROJECTS



ESTIMATED IN 2012

Cedar Lake Bike Trail Ph I Cedar Lake Road to Lyndale Avenue	1995	N/A	2012	15,893	15	238,395
Cedar Lake Bike Trail Ph II Lyndale Avenue to Glenwood Avenue	1995	N/A	2012	3,094	15	46,410
Kennilworth Trail Cedar Lake Trail to Midtown Greenway Trail	1998	N/A	2012	7,795	15	116,925
University Avenue North 27th Avenue NE to St Anthony Parkway	1998	N/A	2012	3,932	12	47,184
Midtown Greenway Trail Ph I 31st/Chowen to 5th Avenue	2000	N/A	2012	14,772	15	221,580
DinkyTown Connection (Bridge 9) East Side Mississippi River to 20th Avenue	1999	N/A	2012	1,494	15	22,410
Midtown Greenway Trail Ph II 5th Avenue to Hawatha Avenue	2004	N/A	2012	7,782	15	116,430
Midtown Greenway Trail Ph III Hawatha Avenue to Mississippi River	2006	N/A	2012	7,260	15	108,900
Van White Blvd 12th Ave N to Girard Terrace	2006	N/A	2012	3,386	12	40,632
Lorning Bikeway Trail Ph I-A Groveland to planned Bottle Neck Bridge	2003	N/A	2012	846	12	11,550
Lorning Bikeway Trail Ph I-B Bottle Neck Bridge & MCTC Campus	2003	N/A	2012	878	12	10,536
Lorning Bikeway Trail Ph II Vineland Avenue to Groveland Avenue	2004	N/A	2012	492	12	5,904
<b>TOTAL</b>				<b>67,504</b>		<b>986,356</b>

## SMALL & UNDERUTILIZED BUSINESS PROGRAM

### **A. Small & Underutilized Business Program (SUBP) Requirements**

The bidder must comply with the Small & Underutilized business Enterprise Program (SUBP), as outlined in Minneapolis Code of Ordinances Chapter 423. The SUBP Ordinance applies to any construction or development projects, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). In accordance with the terms and conditions of this agreement, the rules and regulations as promulgated by the assistance director of contract compliance, the SUBP, and the SUBP Ordinance, all bidders, including Women Business Enterprises (WBE) and/or Minority Business Enterprises (MBE) must complete and submit as a part of their bid, the **“Contractor SUBP Participation Form.”** W/MBE bidders are encouraged to further contract with certified W/MBEs for procurement of goods, services and materials.

**Failure to complete, sign and/or submit the attached “Contractor SUBP Participation Form,” with the bid may be grounds for rejecting a bid as non-responsive.**

If established participation levels are not met, the City of Minneapolis will make the final determination as to whether the bidder made sufficient good faith efforts to achieve the established goals.

The activities listed below may be used to determine whether the bidder used “good faith efforts” as required by the SUBP Ordinance. Whether or not the bidder:

- Contacted the Minneapolis Department of Civil Rights for information about utilizing the services of certified Woman Business Enterprises (WBE)/Minority Business Enterprises (MBE) and W/MBE criteria;
- Advertised (or posted notices) in a newspaper of general circulation, community newspapers, and with local trade organizations.
- Utilized the services of women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies to provide assistance in identifying and recruiting women-owned and minority owned firms. Such service organizations include the Minneapolis Urban League, Summit Academy OIC, MEDA, National Association of Minority Contractors of the Upper Midwest, Association of Women Contractors and Women Venture;
- Selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that W/MBE goals would be met;
- Break contracts and services into units which are feasible in promoting W/MBE participation;
- Provided written notice to a reasonable number of certified W/MBE firms to determine with certainty the W/MBE firms which were interested;
- Provided interested certified W/MBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Negotiated in good faith with interested certified W/MBE firms not rejecting the firms as unqualified without sound reason(s) based on a thorough investigation of their capabilities;
- Other actions, not listed above, intended to secure participation of women and minority employees and participation of certified W/MBE firms.

The bidder shall make and document every reasonable effort to include qualified and available certified small businesses, including companies owned by women and minority persons. A list of certified small businesses can be obtained on the state web site at [www.dot.state.mn.us/civilrights](http://www.dot.state.mn.us/civilrights) or by contacting the Small and Underutilized Business Program at 612-673-2112.

In the event the bidder cannot meet the full extent of the goals for the utilization of both women owned and minority owned businesses, the bidder shall give preference to the category having the greater deficiency toward meeting the goals.

The SUBP goals for this contract are 2% WBE and 2% MBE.

**B. Application of the SUBP Policy**

In support of the above policy, each bidder is to indicate with its bid the level of SUBP participation it will achieve. Each Bidder is required to complete and submit with its Bid the bidder's "**Contractor SUBP Participation Form**", showing the proposed utilization of W/MBE's in support of the contract – specified goals set forth herein. The commitments made by each bidder will be reviewed during the bid evaluation process and at the time of recommendation for award. **Failure to complete and/or submit the "Contractor SUBP Participation Form"** with the bid, or failure to show that the bidder made a good faith effort to meet the goals set forth herein, may be grounds for rejection of a bid as non-responsive.

**C. Definition of a Minority Business Enterprise (MBE)**

Minority Business Enterprise means a qualified and available business concern, not dominant in its field of operation, with its principal place of business located in the marketplace at the time of bid opening or solicitation, that is at least fifty one (51) percent owned and controlled by one (1) or more minority persons and is an individual partnership, corporation or joint venture that is an independent and continuing enterprise for profit, performing a commercially useful function. Minority persons would include Blacks (Not Hispanic origin), Hispanics, Asians and Pacific Islanders, Indians and Alaskan Native.

**D. Definition of Women Business Enterprise (WBE)**

Women Business Enterprise means a qualified and available business concern, not dominant in its field of operation, with its principal place of business located in the marketplace at the time of bid opening or solicitation, that is at least fifty one (51) percent owned and controlled by one (1) or more women and is an independent and continuing enterprise for profit, performing a commercially useful function.

**E. Evaluation and Monitoring of SUBP Compliance**

In accordance with the City's commitment to afford maximum participation by W/MBE's, the Department of Civil Rights has determined, based upon availability, that the participation goals set forth herein are reasonably achievable goals. Should a bidder feel, with sound reason, that the goals are not obtainable they are asked to contact Marvin Taylor in writing at the Department of Civil Rights, at least five days prior to the date bids are due.

During the progress of the work, the contractor may be required to submit periodic reports as required by the City of Minneapolis identifying utilization levels. Failure to comply may be grounds for action

under Minneapolis Code of Ordinances, Section 139.50, which provides for liquidated damages, contract suspension or termination or debarment from future contracts.

**F. Duplicate Credit Not Allowed**

In cases where a woman owned business is also a certified minority business, they can NOT be counted twice in arriving at the total percentage of participation. In general, the contractor may choose to identify their company as one or the other. In some cases the contract amount may be split.

Questions regarding to the Small & Underutilized Business Program should be directed to:

Roxanne Crossland  
Minneapolis Department of Civil Rights  
239 City Hall  
350 South 5<sup>th</sup> Street  
Minneapolis, MN 55415  
(612) 673-2112

E-mail: [Roxanne.crossland@ci.minneapolis.mn.us](mailto:Roxanne.crossland@ci.minneapolis.mn.us)



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

<http://www.access.gpo.gov/davisbacon/mn.html>

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

Subscribed and sworn to before me this

\_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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

**RETURN THIS FORM WITH YOUR BID**

Offl. Publ. #7556  
Bids opened 10 AM, Local Time  
December 13<sup>th</sup>, 2011

Company Name \_\_\_\_\_

Date \_\_\_\_\_

**BID FORM**

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

My/Our bid to provide all materials, equipment, labor, tools and incidentals necessary for railway crack filling and seal coating for the City of Minneapolis Public Works Department; all in accordance with your specifications, is as follows:

**All Applicable Sales taxes should be included in your lump sum bid.**

Lump Sum Bid \$ \_\_\_\_\_

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

Bid Form  
Contract SUBP Participation form  
Prevailing Wage Certificate  
List of Qualifications from Section B  
2% Bid Deposit

**Bid Bond or Certified Check for bid deposit** attached in the amount of \_\_\_\_\_

**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.**

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/or services described in the Invitation to Bid, designed to limit independent bidding or competition.

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

BIDDER \_\_\_\_\_  
CIRCLE ONE: Corporation - Partnership - Individual

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

ADDRESS \_\_\_\_\_

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

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

**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.