

CALL FOR BIDS
CITY OF MINNEAPOLIS
MINNESOTA

Official Publication No. 8235

February 2nd, 2016

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

Minneapolis Park and Recreation Board

AN AFFIRMATIVE ACTION EMPLOYER

For information call
Ashley Matuke, (612) 673-3371
Ashley.Matuke@minneapolismn.gov

"BIDS FOR 2016 TREE AND STUMP REMOVAL AND DISPOSAL"

To provide all materials, labor, equipment, and incidentals necessary for 2016 Tree and Stump Removal and Disposal for the Minneapolis Park and Recreation Board, 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 Ashley.Matuke@minneapolismn.gov. Questions received later than 8 days prior to bid opening may not be addressed.

A pre-bid meeting will be held on February 12th, 2016 at 2:00 pm at the offices of Minneapolis Purchasing – 330 2nd Ave. So. Ste. 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. Information regarding Frequently Asked Questions (FAQs) may be found on the web at www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq. Questions may be directed to the Department of Civil Rights at contractcompliance@minneapolismn.gov.

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

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

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

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

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

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link: http://www.minneapolismn.gov/sustainability/approach/policies/sustainability_purchasing

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

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

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

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

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

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

Successful bidder will be required to provide a complete Insurance Certificate, a Performance Bond and Payment Bond in the full amount of the contract award. These bids will be awarded as a Pricing Contract.

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

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

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Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, February 23rd, 2016** at which time they will be publicly opened and bidding vendors acknowledged **ONLY**. **Do not fax** sealed bids to Purchasing.

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

**City of Minneapolis Purchasing Department
Offl. Publ. # 8235 – BIDS FOR 2016 TREE AND STUMP REMOVAL AND DISPOSAL
Bids opened 10 AM, Local Time, February 23rd, 2016
330 Second Avenue South - Suite 552
Minneapolis, MN 55401**

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

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

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

Automatic Bid/RFP Notification:

Visit the Purchasing website at - http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

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

Instructions to Bidders

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

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

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

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

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

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

Specification Information

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

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

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

Bids – City General Requirements

(Revised: March 2015)

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."

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. 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. **The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein.**

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). 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.

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).

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:**¹ 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:**² 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:**³ When applicable, the contractor must comply with prevailing wage laws on City construction and development projects.
7. **HUD Section 3:**⁴ 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.

¹ Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.

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

³ 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.

⁴ 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://mnu cp.metc.state.mn.us/> or contact 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

>

General Decision Number: MN160130 01/08/2016 MN130

Superseded General Decision Number: MN20150130

State: Minnesota

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/08/2016

SUMN2014-010 05/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 32.80	19.73
CARPENTER.....	\$ 34.79	17.28
CEMENT MASON/CONCRETE FINISHER...	\$ 29.35	20.70
ELECTRICIAN		
Electrician.....	\$ 37.28	25.33
Ground Person.....	\$ 26.64	12.71
Lineman.....	\$ 39.76	16.38
Wiring System Installer.....	\$ 24.67	11.78
Wiring System Technician.....	\$ 35.24	14.03
IRONWORKER.....	\$ 34.55	22.85
LABORER		
Blaster.....	\$ 22.08	6.87
Common or General.....	\$ 27.77	16.52
Flag Person.....	\$ 27.77	16.52
Landscape.....	\$ 18.75	13.24
Skilled.....	\$ 27.77	16.52
Traffic Control Person.....	\$ 27.77	16.52

Underground & Open Ditch (8 ft below grade).....	\$ 28.47	16.52
MILLWRIGHT.....	\$ 32.95	19.83
PAINTER (Including Pavement Marking).....	\$ 32.88	18.56
PILEDRIVERMAN.....	\$ 34.79	17.28
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 32.92	17.20
GROUP 3.....	\$ 32.37	17.20
GROUP 4.....	\$ 32.07	17.20
GROUP 5.....	\$ 29.03	17.20
GROUP 6.....	\$ 27.82	17.20
Special Equipment		
Articulated Hauler.....	\$ 32.07	17.20
Boom Truck.....	\$ 32.07	17.20
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)....		
Off-Road Truck.....	\$ 18.75	13.24
Off-Road Truck.....	\$ 32.07	17.20
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 Trench 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.....	\$ 28.10	14.80
GROUP 2.....	\$ 27.55	14.80
GROUP 3.....	\$ 27.45	14.80
GROUP 4.....	\$ 27.20	14.80

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.....	\$ 28.47	16.52
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 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.
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Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

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.

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END OF GENERAL DECISION

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, MN 55411-2227

INSURANCE

- A. The Contractor shall purchase and maintain such insurance as will protect the contractor and the Minneapolis Park and Recreation Board (MPRB) from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations are by the contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under worker's compensation, disability benefit and other similar employee benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of an employee;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 4. Claims for damages because of injury to or destruction of property, including loss of use resulting therefrom.

The insurance required herein shall be for not less than the limits specified in Paragraph C or any other limits required by law, whichever are greater.

- B. The Contractor shall indemnify and hold harmless the MPRB and the City of Minneapolis and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- C. 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 of policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:
- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease each employee.
 - b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products – completed operations \$2,000,000 personal and advertising injury, \$100,000

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

each occurrence fire damage and \$10,000 medical expenses any one person. The policy shall be on an “occurrence” basis, shall include contractual liability coverage and the City shall be named an additional insured. Amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.

- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an additional insured.
- D. The MPRB shall be specifically named as an Additional Insured on all general and liability insurance policies. The policy language shall read as follows: “The City of Minneapolis, acting by and through its Park and Recreation Board, is named as Additional Insured on General and Automobile Liability”. A certified copy of all insurance policies required hereunder acceptable to the MPRB shall be filed with the MPRB prior to commencement of the work. These certified policies shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the MPRB.

PERFORMANCE BOND

- A. The Contractor shall prior to commencing work furnish a Performance Bond in an amount equal to the anticipated Contract Price in a form and with sureties approved by the MPRB. The bonding company must be licensed to do business in the State of Minnesota.
- B. Contractors will not be allowed to do any work until this Performance Bond is received and approved by the MPRB.

SAFETY AND WARNING DEVICES

The Contractor must use all safety devices and procedures which will conform to OSHA standards. Proper warning signs, barricades, and/or other protective devices must be provided by the Contractor in accordance with the manual, “Work Area Traffic Control for the City of Minneapolis”, published by the Department of Public Works, Traffic Engineering Division. The contractor must follow the safety standards for tree care operations as described in the publication called “ANSI Z133.1 American National Standards for Tree Care Operations”.

RESPONSIBLE WORKMANSHIP AND PROFESSIONALISM

It is our intent to hire only those contractors who act in a responsible, careful and professional manner. Work shall be accomplished with all responsible care and minimal disruption or damage to other trees, grounds, driveways, streets and curbs, sidewalks, structures and utilities on or adjacent to the work site. In order to avoid false accusations of damage due to removal, the contractor shall perform a site inspection prior to work commencing and document all existing conditions through photographs and/or video tape. Failure to document existing conditions may result in the contractor being held responsible for allegations of damage that are made during or after the work being completed. All damage shall be repaired at the Contractors expense. **Any damage shall be reported to the Forestry office on the day of occurrence at 612-313-7710.** In addition to notifying the Forestry office a written notification of damage shall be left at the property on the day of occurrence. All damage is expected to be repaired within five days. Forestry

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

shall be made aware of repairs that will take longer than five days. Failure to comply with this section on repairing damage will be cause for termination of the contract as well as withholding of Payments pursuant to paragraph entitled INSPECTIONS AND PAYMENT. Contractors are expected to treat property owners and other citizens with the utmost respect and courtesy. Rude or insulting behavior that is exhibited may be cause for termination of the contract.

BIDDERS/CONTRACTORS RESPONSIBILITY

It is the responsibility of the bidder to be thoroughly familiar with the specifications and the nature of the work and regulations required for proper and timely completion of the work. The Contractor is responsible for coordinating any activities required from others such as but not limited to Xcel Energy, CenturyLink, Gopher State One Call, Metropolitan Transit Commission, Minneapolis Traffic Engineering Division et al. The Contractor shall also be responsible for providing and posting of “No Parking” signs when necessary to gain clear access, and to do so in accordance with the City of Minneapolis Traffic Engineering Division. Contact Doug Maday 612-673-5755 for details. Successful bidders (where applicable) must possess a current Minneapolis Tree Servicer license, this may be obtained by calling the City Department of Business Licensing at 612-673-2080. Any charges made by Utility Companies or others for necessary assistance or for repairs required due to the Contractor’s work are the responsibility of the Contractor.

RIGHTS TO ACCEPT OR REJECT

It is the intent of the MPRB to hire only responsible, competent contractors; therefore, the MPRB reserves the right to accept or reject any or all proposals and reserves the right to stop work at any time and make payments based only on the work completed.

RIGHTS OF THE MINNEAPOLIS PARK AND RECREATION BOARD

If the contractor fails to provide clean up or fails to repair damage as described in paragraph entitled RESPONSIBLE WORKMANSHIP AND PROFESSIONALISM within five days in accordance with the specifications, the MPRB shall have the right to intervene and provide clean up and/or repair and deduct the costs from the amounts due to the contractor, or shall have the right to withhold amounts due the contractor until clean up and/or repair has been provided. Nothing in this paragraph will prevent the MPRB from pursuing any further and/or legal remedies against said contractor in the event of default.

INVOICING, INSPECTION AND PAYMENT

Upon completion of each work assignment the contractor shall return the list of assigned trees to the Forestry office for inspection and approval. This includes all applicable verification and release forms. The returned list shall serve as the contractors invoice. Each invoice must include the date of each removal with the contractor’s initials indicating the removal is complete. The Director of Forestry or authorized representative will then inspect the work site and verify completion in accordance with the specifications. Any work that has been turned in as completed must be completed. Failure to do so will result in monetary penalties. Specifically, for every inspection made by the MPRB on work that is not completed, 20% of the cost of completing the removal shall be deducted from the amount otherwise

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

payable on the work item. When the work is completed, and after making adjustments pursuant to paragraph RIGHTS OF MPRB, if any, the invoice will then be processed by the MPRB for payment.

AWARD OF BIDS

It is intended that more than one contractor will receive an award to do this work. While not guaranteed, every effort will be made to award work beginning with the lowest acceptable bidders.

2016 CONTRACT TREE REMOVAL OR TREE & STUMP REMOVAL AND DISPOSAL

I. WORK TO BE PERFORMED

The work included in this contract shall be for tree removal or tree and stump removal on boulevards and other public property and in private yards within the City of Minneapolis. Removal shall include topping and other operations necessary in removing assigned trees to ground level. When the stump is removed, the stump and large surface roots shall be ground to a minimum of eight (8) inches below the ground surface (measured as a straight line from normal grade of sidewalk to the top of the curb). This is referred to as a regular or standard grind. It shall further include hauling and disposing of all wood and debris, peeling the bark to the ground of any remaining stumps that are higher than 4", removing all debris from ground stumps, backfilling the hole with quality pulverized topsoil to a minimum of three (3) inches above the existing lawn grade, and cleaning up and restoring the premises to original condition.

II. CLEAN UP

By the end of each day the entire work site(s), including adjacent properties, sidewalks, streets, driveways and alleys, shall have been cleaned, raked and/or swept, all debris removed and all stump holes filled. When necessary, debris may be neatly stacked overnight for removal the following morning provided that such stacks present no hazard to traffic or pedestrians and that they shall not remain at the site for more than one night. In no event shall said stacks be left upon or encroach upon any adjacent properties, sidewalks, streets, driveways or alleys. When necessary refer to paragraph entitled SAFETY AND WARNING DEVICES for safety and traffic control.

III. LABOR, EQUIPMENT AND MATERIALS

All labor, equipment and materials necessary for removal and proper disposal shall be provided by the contractor, the costs of which shall be included in the bid cost.

IV. ASSIGNED WORK

Work on public property and public rights of way may be assigned under this contract. All private property trees will be assigned when the owner of the property prefers the MPRB to remove their tree, or if they fail to take action within specified time limits. Work assignments will be made weekly. When tree assignments are made, the contractor will be required to immediately make an

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

inspection of all trees. **If there are any problems with completing the list as assigned, the Forestry office must be contacted within three days in order for adjustments to be made in a timely manner.** Examples of problems would include; checks for special bid, service drops, parked vehicles in the way.

The MPRB fully expects its Contractors to be dedicated to completing assigned lists without delay. Work is to be started upon receipt of the list of trees/stumps and is to continue steadily with a full crew of skilled workers until all assigned trees/stumps have been removed. Once a list is completed the MPRB intends to provide additional lists until all condemned trees are removed. It is the goal of the MPRB that the trees on an assigned list be completed within 10-20 days.

V. TIME OF WORK

Regular working hours are between 7:00 A.M. and 6:00 P.M., Monday through Friday. Work may be performed after 6:00 P.M. on weekdays as well as on weekends and holidays but only after an "After Hours Work Permit" is obtained. Visit the City of Minneapolis webpage to download a permit application form or call 311 or 612-673-3000 if outside the City of Minneapolis.

VI. NOTIFICATION OF WORK & ACCESS TO PRIVATE PROPERTY

In the case of private property trees, the Contractor must contact the owner (or tenants of the property) at least 24 hours prior to removing the tree(s) on that property, and notify the person of the time the work will proceed. Contact can be made by telephone if a number is available. Otherwise the property owner or tenant must receive a written notification. If access is required through adjoining property or if it is necessary to use that property for dropping limbs, etc., it is the Contractor's responsibility to obtain written permission from the adjoining property owner. Failure to provide notification to the owner, tenants or neighbor may result in the contractor not being paid for work performed.

VII. SIZE MEASUREMENT

Bid prices shall be made on the basis of the diameter of the trees at four and one-half (4 1/2) feet above ground level, referred to as diameter breast height, or DBH.

When making a diameter measurement on a double or multi trunked tree whose total diameter cannot be measured at 4 1/2 feet above ground level, the following rules will apply;

- A. If a single diameter measurement above ground level is possible, the measurement will be made at a point just below the union of the trunks where the total tree diameter is not influenced by this union or basal flare.
- B. If a single diameter measurement above ground level is not possible, the size will be based upon the measurements taken on the individual trunks involved.

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

- C. Any contractor questions regarding the measurement of any multiple trunked trees shall be referred to the Forestry office where a determination will be made by the Director of Forestry or authorized agent.

VIII. AWARD OF BIDS

It is intended that more than one contractor will receive an award to do this work. While not guaranteed, every effort will be made to award work beginning with the lowest acceptable and available bidders. The exact number of trees to be removed is not known, but past losses were as follows:

2015 – 861 elm and ash trees on private property & 6159 elm and ash trees on public property.

2014 – 719 elm and ash trees on private property & 5759 elm and ash trees on public property.

2013 - 1096 elm and ash trees on private property & 2527 elm and ash trees on public property.

IX. DEBRIS DISPOSAL

Bid prices are being requested on the bid form for removal of trees and/or stumps with the CONTRACTOR ARRANGING FOR THE DISPOSAL OF THEIR DEBRIS. The disposal should be done in compliance with all state and local regulations. With regards to stumping only, the MPRB will not be able to provide a disposal site for stump grindings as has been the case in previous years.

X. COMPLIANCE

The Contractor is required to adhere to all specifications, the MPRB will be continuously inspecting the work performed. Failure to properly perform will be considered just cause to terminate the contract and reassign any further work.

XI. SPECIAL BID TREES (Applies only to trees greater than 12” diameter)

In certain unusual circumstances, due to location or other site problems, trees may be found that require abnormal work operations and/or the use of special types of equipment (e.g., large cranes) for them to be removed from a property. The Forestry Department attempts to identify these trees prior to their being assigned to a contractor. In these circumstances, in order to be fair to bidding contractors, ALL contractors are asked to submit a bid on that particular tree with the lowest responsible bidder being given the removal order for that tree. The decision as to which tree is a “special bid tree” rests solely with the Director of Forestry or authorized representative and is not a negotiable item. Single trees sighted that are 12 inches in diameter or less will not be considered for special bid status. If the MPRB determines that a tree is not accessible to an aerial lift truck the tree may be assigned a special bid. This decision also applies to trees which the contractor may request for special bid. However every effort should be made by the contractor to remove a tree before requesting a special bid. Trees which are difficult to remove are not necessarily a special bid tree. These factors should be taken into consideration when submitting bids for removal. When more than one tree is marked for removal on a property, every effort is made by the MPRB to assign all marked trees to the overall low bid contractor.

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

XII. PRE-BID MEETING

For the purpose of familiarizing potential bidders with the specifications and to answer questions, a voluntary pre-bid meeting will be held with representatives of the MPRB Forestry Department. The meeting will be conducted by the City of Minneapolis Purchasing Division as explained in the information that accompanies these specifications.

XIII. CERTIFIED ARBORIST REQUIREMENT

In order to perform tree work in Minneapolis, contractors must obtain a Tree Servicer License from the City of Minneapolis. This requirement applies only to tree removal and does not apply to stump grinding. To work as a contractor for the MPRB, at least one Certified Arborist (CA) must be employed by the contractor in addition to the contractor possessing a Tree Servicer License. The CA must be a fulltime employee of the contracted company and not a consultant. A CA must be employed for the duration of the MPRB contract. Proof of being a CA must be confirmed by submitting a copy of the CA certificate prior to work being assigned. Companies that employ multiple CAs need to submit only one certificate copy. The Certified Arborist program is conducted by the International Society of Arboriculture (ISA). Information may be obtained by calling ISA at 1-888-472-8733 or online at www.isa-arbor.com.

**2016 PUBLIC PROPERTY STUMP REMOVAL,
DISPOSAL, CLEAN UP & BACKFILL ONLY**

- I. All labor, equipment and materials necessary for removal, disposal and backfilling of stumps shall be included in the Contractors bid cost. Prior to beginning work the Contractor is responsible to contact Gopher State One Call at 651-454-0002 or 800-252-1166, and other agencies, refer to paragraph entitled BIDDERS/CONTRACTORS RESPONSIBILITY. Contractor is not required to employ a CA if only grinding stumps.
- II. Cost is to be bid by “price per inch”. This includes the diameter of the stump measured across the widest surface above ground as well as extension of the surface roots. It does not necessarily mean the entire area between a curb and sidewalk where a curb and sidewalk exist.
- III. Work is to be started within five days of receiving a stump list, **and is to proceed in a continuous and steady manner until all stumps assigned have been removed.** Work is to be performed during regular working hours which is between 7:00 A.M. and 6:00 P.M., Monday through Friday. Work may be done at other times as explained in the paragraph entitled TIME OF WORK.
- IV. Regular Grind: Unless otherwise requested, stumps are to be ground out to a minimum depth of eight (8) inches below grade measured as a straight line from normal grade of sidewalk to the top of the curb. Large surface roots beyond the main stump are to be removed to a depth of eight (8) inches below grade. This amount is to be entered in Item II. 1).

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

- V. The contractor is to remove the stump debris completely and the hole is to be backfilled with quality pulverized topsoil (approved by the MPRB). Holes are not to be left open overnight. Holes are backfilled to a minimum of three (3) inches above existing lawn grade and the premises are cleaned up and restored to original conditions.
- VI. The designated Service Area Forester will provide copies of lists of stump locations to the Contractor. The Contractor will notify the Service Area Forester prior to the start of any work. The Service Area Forester will provide any detailed information and is available to answer questions. The Contractor should contact the Service Area Forester prior to grinding a stump if they are uncertain about what is expected of them.
- VII. The contractor will be required to adhere to all specifications. Continuous inspections will be made by the MPRB. Contractor will be notified by the MPRB of corrections that need to be made. Payment for stumps will be made as referenced in paragraph entitled INSPECTION AND PAYMENT. Failure to properly perform will be considered just cause to terminate the contract and reassign any further work.
- VIII. Partial Clean-Up Grind: It may occasionally be necessary to have a contractor remove an individual stump with no backfill. Therefore, we are requesting a bid for stump removal with partial clean up. This would require the stump be ground with chips left in the hole as to not pose a hazard. All boulevards, sidewalks, crosswalks, driveways, curb gutters and adjacent properties will be cleaned of debris immediately. This amount is to be entered in Item II. 3).
- IX. Emergency Grind: It may be necessary to have the contractor remove an individual stump within 72 hours of notification. Therefore, we are requesting a bid for an additional amount above the amount bid on the bid form in Items II. 1), 2) and 3) A-E to compensate for the inconvenience. This additional amount is to be entered in Item II. 6).
- X. Deep Grind (area where planting will be done): Various locations may require that stumps be ground out to a depth of 18" to allow for planting on the boulevards within the city. We are therefore requesting a bid for a deeper grind with chip clean up and backfill. Deep grinds will typically not exceed 40 inches in length along the curb where a "T" is painted. The center point of the deep grind is usually where the tree will be planted. If the inches to grind exceed 40 inches, the difference will be ground at a depth of 8 inches. If the inches to grind are less than 40 inches, then that is the amount that will be ground. Variations to deep grinds must be discussed with a Forestry representative. This amount is to be entered in Item II. 2).
- XI. Shallow grind: In specified areas (e.g., Golf Courses and/or Parks) it may only be necessary to have stumps ground to a depth of 4". This amount is to be entered in Item II. 4) and 5).
- XII. Unusual situations: When a contractor is assigned stumps in an area where there is a rock shelf under the surface soil, the MPRB will send their representative along with the contractor to determine depth of cut required and any other adjustments to the specifications that may be necessitated because of the unusual soil conditions in this area.
- XIII. Grate grind: Stumps in tree grates will be ground to a maximum depth of 18" to allow for re-planting. We are requesting two separate bids for a grate grind with chip clean up and

**SPECIFICATIONS FOR TREE
AND/OR STUMP REMOVAL AND DISPOSAL**

backfill. For stumps in grates that are located in the following five downtown neighborhoods, we are requesting a price per stump: Downtown East, Downtown West, Elliott Park, Loring Park and North Loop. **Requesting a price per stump is different from previous years. It came about due to the regulatory permits and restricted work times imposed by the City.** This amount is to be entered in Item II. 8). For all other grate stumps throughout the City, a per inch price is still applicable. This amount is to be entered in Item II. 7).

The Forestry Department is making an effort to cut all stumps to 4” above ground level. In instances where stumps are abnormally high, the contractor must call before grinding and the stump will either be cut lower or an adjustment will be made on the stump invoice by the Director of Forestry or authorized agent to compensate the contractor for the necessary additional work. **Any stump in question must be inspected and approved before it is ground.**

In Reference to:

“CONTRACTS FOR PUBLIC WORKS RELATING TO WAGES”

Under the Uniform Salary Ordinance and Public Works Ordinance, Chapter 503, as amended, all of the specific Tree Removal jobs are not enumerated. The Minnesota Department of Labor and Industry and the Secretary of Labor of the United States does not have minimum wage rates established for all of the jobs relating Arboriculture and tree removal. Therefore, the wage rates listed below which are the Park and Recreation Board’s entry levels are to be considered as guidelines for wages:

<u>Position</u>	<u>At the present time</u>
Arborist (Inspectors)	\$17.35 / hr.
Arborist Crew Leader	\$28.99 / hr.
Arborist Foreman	\$33.29 / hr.
Mobil Equipment Operator	\$18.55 / hr.

Above wages Do Not include fringe benefits, (e.g., insurance, pension) or cash payment for uniforms and safety equipment.

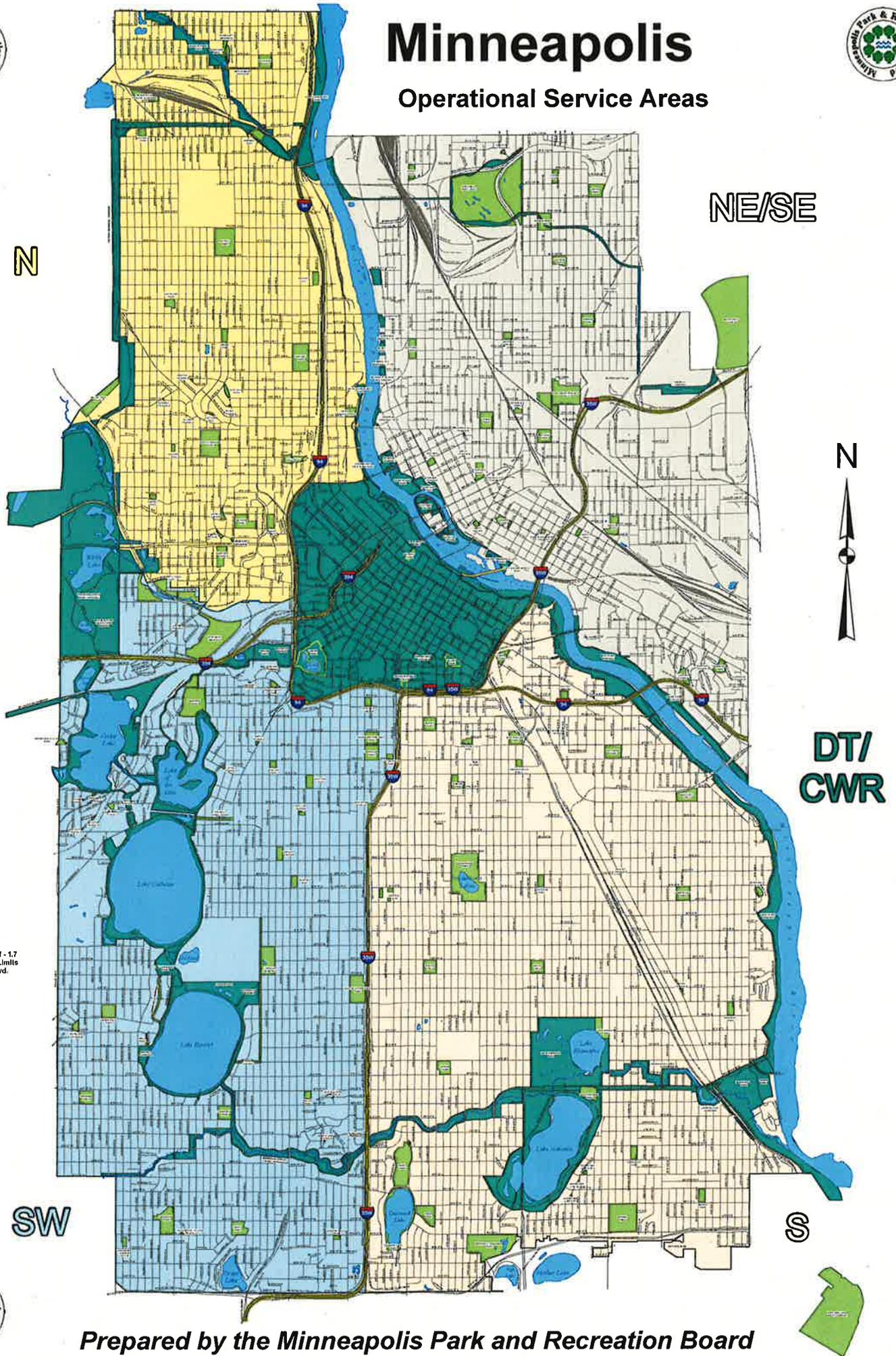
For more information regarding prevailing wage, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road N.
St. Paul, MN 55155
Phone: (651) 284-5091
E-mail: dli.prevwage@state.mn.us



Minneapolis

Operational Service Areas



Meadowbrook Golf - 1.7 Miles West of City Limits on Excelsior Blvd.



Prepared by the Minneapolis Park and Recreation Board



BID FORM

My\ Our bid to provide all materials, labor, equipment, and incidentals for 2016 Tree and Stump Removal and Disposal for the Minneapolis Park and Recreation Board through March 31, 2017, all in accordance with your specifications.

Tree Removal:

I. Low bidder shall be determined by the bid price in each of the following size classes.

	1. Public Property Tree Removal <u>without stump</u>	2. Public Property Tree and Stump Removal (<u>including clean up and backfill</u>)*	3. Private Property Tree Removal <u>without stump</u> **
Diameter Size Classes			
a. 1"- 6"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
b. 7"- 12"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
c. 13"- 18"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
d. 19"- 20"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
e. 21"- 22"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
f. 23"- 24"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
g. 25"- 26"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
h. 27"- 28"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
i. 29"- 30"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
j. 31"- 32"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
k. 33"- 34"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
l. 35"- 36"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
m. 37"- 38"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
n. 39"- 40"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
o. 41"- 42"	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in
p. 43" & over	\$ _____/dia in	\$ _____/dia in	\$ _____/dia in

*Combined tree and stump removal bid (Item I. 2.) is based on tree diameter measurement only.

Tree 1"- 12" **will not be considered for Special Bid unless larger special bid trees on property are marked at the same time.

STUMP REMOVAL:

II. Low bidder shall be determined by the low bid given in each of the following:

1. Regular or Standard Grind:

Public Property Stump Removal (**8" deep**) with chip clean up and backfill. Stump measurement in this item is based on the widest surface of stump above the ground plus 33% of total exposed roots).
(Refer to Item II and IV of the Stump Removal Specifications)

- | | | | |
|--------------------|------------------------|------------------------|---|
| A. SW Service Area | \$ _____ diameter inch | D. NE/SE Service Area | \$ _____ diameter inch |
| B. S Service Area | \$ _____ diameter inch | E. DT/CWR Service Area | \$ _____ diameter inch
(Downtown/City Wide Regional) |
| C. N Service Area | \$ _____ diameter inch | | |

2. Deep Grind:

Public Property Stump Removal (**18" deep, up to 40" in length**) with chip clean up and backfill.
(Refer to Item X of the Stump Removal Specifications)

- | | | | |
|--------------------|------------------------|------------------------|---|
| A. SW Service Area | \$ _____ diameter inch | D. NE/SE Service Area | \$ _____ diameter inch |
| B. S Service Area | \$ _____ diameter inch | E. DT/CWR Service Area | \$ _____ diameter inch
(Downtown/City Wide Regional) |
| C. N Service Area | \$ _____ diameter inch | | |

3. Partial Clean-up Grind:

Public Property Stump Removal (**8" deep**) with partial clean up and no backfill.
(Refer to Item VIII of the Stump Removal Specifications)

- | | | | |
|--------------------|------------------------|------------------------|---|
| A. SW Service Area | \$ _____ diameter inch | D. NE/SE Service Area | \$ _____ diameter inch |
| B. S Service Area | \$ _____ diameter inch | E. DT/CWR Service Area | \$ _____ diameter inch
(Downtown/City Wide Regional) |
| C. N Service Area | \$ _____ diameter inch | | |

4. Shallow Grind (with):

Public Property Shallow Stump Removal (**4" deep**) with clean up and backfill.
(Refer to Item XI of the Stump Removal Specifications)

- | | | | |
|--------------------|------------------------|------------------------|---|
| A. SW Service Area | \$ _____ diameter inch | D. NE/SE Service Area | \$ _____ diameter inch |
| B. S Service Area | \$ _____ diameter inch | E. DT/CWR Service Area | \$ _____ diameter inch
(Downtown/City Wide Regional) |
| C. N Service Area | \$ _____ diameter inch | | |

5. Shallow Grind (without):

Public Property Shallow Stump Removal (**4" deep**) with no clean up or backfill.
(Refer to Item XI of the Stump Removal Specifications)

- | | | | |
|--------------------|----------------------|------------------------|---|
| A. SW Service Area | \$_____diameter inch | D. NE/SE Service Area | \$_____diameter inch |
| B. S Service Area | \$_____diameter inch | E. DT/CWR Service Area | \$_____diameter inch
(Downtown/City Wide Regional) |
| C. N Service Area | \$_____diameter inch | | |

6. Emergency Grind:

Emergency Removal (individual stumps on 72 hour notice).
(Refer to Item IX of the Stump Removal Specifications)

\$_____ADDITIONAL per diameter inch

7. Grate Grind:

Public Property Tree Grate Stump Removal (**18" deep**) with chip clean up and backfill.
(Refer to Item XIII of the Stump Removal Specifications)

- | | | | |
|--------------------|----------------------|------------------------|---|
| A. SW Service Area | \$_____diameter inch | D. NE/SE Service Area | \$_____diameter inch |
| B. S Service Area | \$_____diameter inch | E. DT/CWR Service Area | \$_____diameter inch
(Downtown/City Wide Regional) |
| C. N Service Area | \$_____diameter inch | | |

See attached map showing Forestry Service Area Breakdown of the City of Minneapolis

8. Grate Grind in Downtown Neighborhoods *:

Public Property Tree Grate Stump Removal (**18" deep**) with chip clean up and backfill.
(Refer to Item XIII of the Stump Removal Specifications)

\$_____ per stump

* See attached map showing applicable neighborhoods

Offl. Publ. # 8235
Bids opened 10AM, CST
February 23, 2016

Our Company's representative for handing damage claims is:

Name _____

Company _____

Address _____

City _____ State _____ Zip _____

Business Phone (_____) _____ FAX Number (_____) _____

E-Mail Address _____

Acknowledge Addenda _____

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.