

CALL FOR BIDS  
CITY OF MINNEAPOLIS  
M I N N E S O T A

Official Publication No. 8246

February 17<sup>th</sup>, 2016

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

Minneapolis Convention Center

AN AFFIRMATIVE ACTION EMPLOYER

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

---

### "BIDS FOR PAINTING OF EXHIBIT HALLS"

To provide all materials, labor, equipment and incidentals for the Painting of Exhibit Halls (B&C) for the Minneapolis Convention Center, all in accordance with the provided specifications and bid form.

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

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

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

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

**A pre-bid meeting** will be held on February 25<sup>th</sup>, 2016 at 9:00 AM in the Boardroom of the Minneapolis Convention Center – 1301 2<sup>nd</sup> Ave. So. – Minneapolis, MN 55403. **All interested bidders are encouraged to attend this meeting.**

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

Official Publication No. 8246

Published in Finance and Commerce – February 17<sup>th</sup> and February 24<sup>th</sup>, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, March 9<sup>th</sup>, 2016** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

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

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

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

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

**City of Minneapolis Purchasing Department  
Offl. Publ. # 8246 – BIDS FOR PAINTING OF EXHIBIT HALLS  
Bids opened 10 AM, Local Time, March 9<sup>th</sup>, 2016  
330 Second Avenue South - Suite 552  
Minneapolis, MN 55401**

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

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

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

**Automatic Bid/RFP Notification:**

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

**Taxes:**

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

## Instructions to Bidders

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

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

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

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

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

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

## Specification Information

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

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

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

# **Bids – City General Requirements**

(Revised: 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](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

#### **16 Applicable Law**

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

#### **17 Conflict and Priority**

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

#### **18 Travel**

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

## **19 Billboard Advertising**

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

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

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

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

## **21 Termination**

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

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

## **22 Ownership of Materials**

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

### **23 Intellectual Property**

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

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

### **24 Equal Benefits Ordinance**

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

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

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

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

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

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

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

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

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

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

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

## **28 Responsible Contractor Requirement**

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

## Notice of Civil Rights Rules and Regulations

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

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

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

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

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

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

**City of Minneapolis**  
**Small and Underutilized Business Enterprise Program**  
**Special Provisions - City Bidded Projects**

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"). This is accomplished through the Small and Underutilized Business Program ("SUBP") as detailed in the Minneapolis Code of Ordinances Chapter 423. SUBP applies to any construction or professional services project over \$100,000. SUBP goals are set on projects based on the project scope, subcontracting opportunities and availability of eligible MBEs/WBEs.

The City has set the following SUBP goals to facilitate participation of MBEs/WBEs on this project:

**6% COMBINED MBE and WBE.**

Only eligible MBEs/WBEs count towards the SUBP goals. A MBE/WBE is eligible if they are:

1. Certified with the Minnesota Unified Certification Program ("MNUCP").
2. Located within the City's marketplace.<sup>1</sup>
3. Certified within the scope of work that they will perform.
4. Performing a commercially useful function on the contract.

II. Good Faith Efforts Evaluation

The bidder must either meet the goals listed above or demonstrate a Good Faith Effort to do so. A Good Faith Effort means that the bidder made *every necessary and reasonable effort* to subcontract with MBEs/WBEs prior to bid opening.

To determine if the bidder solicited MBEs/WBEs in good faith, the following list of *seven factors* may be considered:

1. Soliciting through all reasonable and available means (attendance at pre-bid meetings, advertising and/or written notices) the interest of all MBEs/WBEs certified in the scopes of work of the contract. The bidder must solicit MBEs/WBEs in sufficient time prior to bid opening or the proposal deadline to allow MBEs/WBEs to respond to solicitations. The bidder must determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.
2. Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the project goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a bidder might otherwise prefer to perform these work items with its own forces.
3. Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. The bidder must negotiate in good faith with interested MBEs/WBEs and provide written documentation of such negotiation with each such business. In determining whether the bidder negotiated in good faith, the City of Minneapolis Department of Civil Rights ("MDCR") may consider a number of factors including price, scheduling and capabilities as well as the contract goal.
5. The fact that there may be some additional costs involved in finding and using MBEs/WBEs is not itself sufficient reason for the bidder's failure to meet the project goals as long as such costs are reasonable.

---

<sup>1</sup> Minnesota counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright.

6. If requested by a solicited MBE/WBE, the bidder must make reasonable efforts to assist such MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the city or by the bidder, provided that the bidder need not provide financial assistance toward this effort.
7. Effectively using the services of minority/woman community organizations; minority/woman contractors' groups; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs.

### III. Required Documentation

1. The bidder must thoroughly document its efforts to solicit and incorporate MBE/WBE participation to meet the SUBP goals. The following must be submitted with the bid:
  - a. *Small and Underutilized Business Program (SUBP) Participation Form*: Must include all contractors, sub-consultants, suppliers, and service providers that submitted a bid/quote for the project and were selected.
2. If the *SUBP Participation Form* does not demonstrate, or the City could not confirm, sufficient MBE/WBE participation to meet the SUBP goals, the bidder must submit documentation demonstrating that the bidder made sufficient good faith efforts to meet the goals. This includes:
  - a. *Good Faith Efforts Checklist*: A checklist based on the *seven factors* that may be considered in determining whether MBE/WBE participation was solicited in good faith. The bidder must use the checklist during subcontractor bid solicitation to demonstrate the efforts that were made.
  - b. *Bidders and Solicitation List*: Must include all MBE/WBE and non-MBE/WBE subcontractors, sub-consultants, service providers or suppliers that were solicited to submit a bid or quote for the project. It also indicates which MBE/WBE firms the bidder proposes to use.
  - c. *Supporting Documentation to Demonstrate Good Faith Efforts*: The bidder must submit documentation evidencing the efforts taken to achieve the SUBP goals. The information may include, but is not limited to, copies of solicitation emails, bids received, faxes, and phone call logs.
3. If determined that bidder made a good faith effort to meet the goals, a *Pre-Construction Book* must be submitted prior to approval by MDCR.
  - a. *Pre-Construction Book*: Collects information related to subcontracts, employment participation, construction schedules, and required wages.

### IV. Post-Award Substitutions

The bidder shall not substitute any MBE/WBE subcontractor listed in the *SUBP Participation Form* without the prior written approval from MDCR. The bidder must make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform with another MBE/WBE to perform the same scope of work.

### V. Penalties for Non-Compliance

Compliance with SUBP is a material condition of the contract. The City may take the following actions wholly, partly, or in any combination:

- a) Temporarily withhold funds pending correction of the deficiency.
- b) Disallow the use of funds for all or part of the cost of the activity or action not in compliance.
- c) Suspend or debar the noncompliant contractor, subcontractor, supplier or vendor as ineligible for all current or potential contracts with the City or supported by City funds.
- d) Designate the noncompliant contractor, subcontractor, supplier or vendor as high-risk for future contracts and require of the contractor, subcontractor, supplier or vendor increased reporting requirements, mandatory audits and similar measures.

Please review Minneapolis Code of Ordinances Chapter 423 for more information or contact the City of Minneapolis Department of Civil Rights at (612) 673-3012 or [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

## Small and Underutilized Business (SUBP) Participation Form

Please list **all** contractors (including your company), sub-consultants, suppliers, and service providers who submitted a bid/quote and will be selected.

**Please Note:**

- Only Minnesota Unified Certification Program (MNUCP) certified minority-owned and women-owned business enterprises (MBEs or WBEs) count toward the SUBP goals. Please place a mark “x” in the appropriate column below.<sup>2</sup>
- Companies certified as both MBE and WBE count towards the MBE goal.
- If an MBE/WBE subcontracts work to a non-MBE/WBE, that value of work will not count toward the SUBP goals.
- An MBE/WBE must perform a commercially useful function<sup>3</sup> to count toward the SUBP goals.

Business Name	City, State	Phone & Email	Contact Method (fax, phone, email)	Date of Solicitation	Scope of Work	Bid/Quote Amount	MNUCP MBE	MNUCP WBE

<sup>2</sup> The MBE/WBE must be certified in the scope of work and located in the 11 county metropolitan area (Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright).

<sup>3</sup> Commercially useful function: Business executing a distinct element of work and carries out its responsibilities by actually performing, managing, and supervising the work involved.



## City of Minneapolis Small and Underutilized Business Program (SUBP)

### MCC Exhibit Halls B&C Painting Project

This report lists MBEs and WBEs that have been certified by the Minnesota Uniform Certification Program (MnUCP) in scopes of services relevant to this project. If additional scopes of services are identified, the MnUCP online directory (<http://mnucp.metc.state.mn.us/>) should be utilized to find additional certified MBEs and WBEs in those scopes. Note that if a firm is certified as both MBE and WBE, that firm's participation will only count toward the MBE goal.

The scopes of services are categorized using the North American Industry Classification System (NAICS). For definitions and more information about NAICS Codes visit the U.S. Census Bureau (<http://www.census.gov/eos/www/naics/>).

COMPANY	CONTACT	EMAIL	PHONE	FAX	MBE	WBE
<b>Painting and Wall Covering Contractors</b>						
A-1 PROFESSIONAL PAINTING AND LANDSCAPING INC.	ALBERTO MOLINA	A1professionalpainting@outlook.com	763-913-4766		Yes	No
AMANI CONSTRUCTION AND	JENNIFER KURIA	JENNIFER.KURIA@yahoo.com	612-232-7264		Yes	Yes
ASSURE QUALITY PAINTING LLC	JANE YUEN-LIN MAHOWALD	jane@aqpainting.com	612-270-6889	800-644-7216	Yes	Yes
ATLAS CONSTRUCTION & ENVIRONMENTAL	NORMAN JARRETT	nj@atlasabatment.com	763-898-3874	612-392-8999	Yes	No
BEAR CLAW CONSTRUCTION LLC	JESSICA BARON	bear.claw.const@earthlink.net	763-753-5800	763-753-5801	Yes	Yes
CASTREJON INCORPORATED	MONICA FEARING	MONICA@CASTREJONINC.COM	763-450-2055	763-450-2056	Yes	No
CHAEI REMODELING LLC	EISAEL DE GARCIA	chael27@gmail.com	763-221-9914		Yes	No
CI UTILITIES LLC	BERT CASTREJON	info@castrejoninc.com	763-450-2055	763-450-2056	Yes	No
CREATIVE EDGE REAL ESTATE DEVELOPMENT LLC	RON CONNER	CEREALTY1@GMAIL.COM	763-712-4838		Yes	No
DACE DECORATING AND PAINTING LLC	DAC'E LORENZ	dacejune@yahoo.com	651-890-7089	651-483-4114	No	Yes
INDUSTRIAL ROOFING AND SHEET METAL INC	ARI CAMACHO	iroof@integra.net (until 3/16) new: acamacho@camachocontractors.com	612-331-7622	612-331-7629	Yes	No
INITIATIVE CONSTRUCTION	ISAAC CARPENTER	isaac@initiativeconstruction.com	763-544-1204	763-545-1048	Yes	No
INTEGRATED PAINTING SOLUTIONS LLC	FRED NEWELL	fnintegratedptg@yahoo.com	651-276-6783		Yes	No
LICO'S DRYWALL	FEDERICO FLORES	licodrywall@gmail.com	612-483-7646		Yes	No
LUMINOUS3 FINISHES LLC	MICHELLE CULLIGAN	mculligan@luminous3.com	612-308-0874	612-334-8888	No	Yes
MIDWEST SELECT CONTRACTING LLC	EDNA MCKENZIE	EDNA@MIDWESTSELECTCONTRACTING.	612-207-4986		Yes	Yes
MINNE-MEX CONSTRUCTION	IVAN BETANCOURT	mmjmpls@gmail.com	612-990-5435		Yes	No
PAINTING BY NAKASONE INC	JOHN NAKASONE	FRONTDESK@PAINTINGBYNAKASONE.CO	651-646-6999	651-646-6792	Yes	No
RELIABLE PROPERTY MAINT & HOME SVC	WILLIAM WASHINGTON	rpmhs@hotmail.com	612-272-7618		Yes	No
SHARPE PAINTING AND DRYWALL	JONATHAN SHARPE SR	SHARPEPAINTINGNDRYWALL@GMAIL.CO	651-755-9770		Yes	No
SHOW ME PAINTING LLC	TYRONE BLOCK	tyroneb@showme-painting.com	651-336-6472	651-340-7624	Yes	Yes
STERLING SYSTEMS	JILL JONES	jill@sterlingsystems.biz	952-697-1060	952-697-6055	No	Yes
SUNRISE PAINTING AND WALLCOVERING	KIM LARSON	kiml@sunrisepainting.biz	763-557-0100	763-557-0011	No	Yes
UNIQUE CONTRACTING SERVICES CORP	ANGEL PEREZ	angelpeppy1@izoom.net	763-218-9385	763-262-1151	Yes	No
<b>Paint Suppliers</b>						
COURTLAND LLC	JULIA ESPEY	juliaespey@courtlanllc.net	763-567-2172	763-273-1051	No	Yes

**CITY OF MINNEAPOLIS  
SMALL AND UNDERUTILIZED BUSINESS PROGRAM (SUBP)  
GOOD FAITH EFFORTS CHECKLIST**

If the SUBP goals for the project have not been met, then a Good Faith Efforts Review will be conducted by the Department of Civil Rights Contract Compliance Division (CCD). The following checklist should be used during bid solicitation to demonstrate the efforts that were made to meet the SUBP goals. This checklist will need to be submitted to CCD if a Good Faith Effort Review is warranted. Per City ordinance (Chapter 423), there are seven factors that may be considered to determine whether or not MBE/WBE participation was solicited in good faith.

**Do NOT return this document with your bid response.**

Date:	
Company Name:	
Completed By:	
Title:	
Signature:	

Checklist Instructions:

- All factors listed below **may** be considered. Some factors may not be applicable to all projects or situations.
- Check all actions that were taken and enter comments for each factor explaining the actions taken.
- Documentation of all attempts to solicit MBE/WBE participation should be kept.
- Use additional sheets if necessary to supplement the responses and attach them to this form.

**1. Solicited through all Reasonable and Available Means:** As stated in 423.90(g)(1), the department may consider whether the bidder or proposer *solicited through all reasonable and available means (attendance at pre-bid meetings, advertising and/or written notices) the interest of all MBEs/WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit MBEs/WBEs in sufficient time prior to bid opening or the proposal deadline to allow MBEs/WBEs to respond to solicitations. The bidder or proposer must determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.*

Solicited to all firms listed on the MnUCP report provided by CCD that listed MBEs/WBEs certified in scopes of work related to the project (Keep copies of phone logs, emails, fax sheets, etc.) **If no, please explain here:**

\_\_\_\_\_

- Utilized the Online MnUCP Directory to identify additional MBEs/WBEs
- Attended Pre-Bid Meeting to learn about the project and SUBP goals. **Date attended:** \_\_\_\_\_
- Reviewed bid documents or RFP for SUBP goals and policies regarding solicitation and utilization of MBEs/WBEs
- Solicited MBEs/WBEs in sufficient time prior to bid opening or proposal due date to allow MBEs/WBEs to respond to the bid solicitation (CCD recommends 2 weeks prior to bid opening). **Date solicited:** \_\_\_\_\_
- Followed up with the MnUCP certified MBEs/WBEs to confirm interest in participation (Keep log of follow-up activities and provide the log to CCD)
- Other \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Broke the Contract Work into Smaller Units:** As stated in 423.90(g)(2), the department may consider whether the bidder or proposer *selected portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the project goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a contractor might otherwise prefer to perform these work items with its own forces.*

Broke the contract into smaller scopes of work in order to facilitate MBE/WBE participation. Please list the scopes that were broken into smaller units:

\_\_\_\_\_

Subcontracted/solicited scopes of work that could have been self-performed. Please list these scopes:

\_\_\_\_\_

Other \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**3. Provided MBEs/WBEs with Adequate Information:** As stated in 423.90(g)(3), the department may consider whether the bidder or proposer *provided MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.*

Bid invitations/advertisement included adequate information about the scope of work, contract requirements, deadline to submit a bid, etc. (Keep copy of invite/advertisement)

Provided MBEs/WBEs adequate project information and access to the plans and specifications

Other \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**4. Negotiated in Good Faith:** As stated in 423.90(g)(4), the department may consider whether the bidder or proposer *negotiated in good faith with interested MBEs/WBEs and provide written documentation of such negotiation with each such business. In determining whether the bidder or proposer negotiated in good faith, the department may consider a number of factors including price, scheduling and capabilities as well as the contract goal.*

Negotiations with MBEs/WBEs are conducted fairly

Communication to MBEs/WBEs regarding pricing, scheduling and capability requirements are consistent with project plans and requirements. Communications and project information provided is the same to all potential bidders.

Were there any MBE/WBE firms that bid to you that you did not consider qualified to perform the work? If yes, explain here:

\_\_\_\_\_

MBE/WBE bids were rejected. Please explain the reasons why here:

\_\_\_\_\_

Other \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

5. **Used Reasonable Resources to Comply with SUBP:** As stated in 423.90(g)(5), *The fact that there may be some additional costs involved in finding and using MBEs/WBEs is not itself sufficient reason for a bidder's or proposer's failure to meet the project goals as long as such costs are reasonable.*

- Please list the resources your company used to comply with SUBP (examples include: bid advertisements, list serves, time spent soliciting, time spent documenting efforts, and other administrative resources spent to perform good faith efforts)

---



---



---

6. **Provided MBEs/WBEs with Assistance in Meeting City Contracting Requirements:** As stated in 423.90(g)(6), *if requested by a solicited MBE/WBE, the bidder or proposer must make reasonable efforts to assist such MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.*

- Provided reasonable assistance to help MBEs/WBEs obtain bonds, lines of credit, or insurance that is required by the City.
- Referred MBEs/WBEs in need of financial or technical assistance to City's **Business and Technical Assistance Program (B-TAP)**. For more information on B-TAP please visit: <http://www.minneapolismn.gov/business/B-TAP>.
- Other \_\_\_\_\_

Comments: \_\_\_\_\_

---



---



---

7. **Effectively Used Community Organizations:** As stated in 423.90(g)(6), *effectively using the services of minority/woman community organizations; minority/woman contractors' groups; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs.*

- Used services of minority/women community organizations
- Used services of minority/women professional organizations
- Other \_\_\_\_\_

**Please list the organizations that were used:**

---



---

**8. Other Good Faith Efforts**

Please explain any other good faith efforts made by your company not included above. Examples may include: identifying firms eligible to become MnUCP certified MBEs/WBEs, hosting open houses or networking events, and participation in trainings related to equity and inclusion.

---



---



---



---



---



---

# 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: MN160036 01/22/2016 MN36

Superseded General Decision Number: MN20150036

State: Minnesota

Construction Type: Building

County: Hennepin County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

Modification Number	Publication Date
0	01/08/2016
1	01/22/2016

ASBE0034-009 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 34.37	28.68

BOIL0647-007 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.40	25.37

BRMN0001-047 05/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 35.70	17.59

BRMN0001-049 05/01/2015

	Rates	Fringes
TILE SETTER.....	\$ 29.30	20.39

-----  
 CARP0068-002 05/01/2015

	Rates	Fringes
LATHER.....	\$ 36.45	16.40

-----  
 CARP0322-004 05/01/2009

	Rates	Fringes
CARPENTER (Including Acoustical Installation, Drywall Hanging & Form Work)		
Non Wood Frame Construction.	\$ 31.79	16.10
Wood Frame Construction.....	\$ 28.83	8.92

-----  
 ELEC0110-002 07/01/2013

	Rates	Fringes
ELECTRICIAN (Low Voltage, including wiring for Alarms).....	\$ 23.91	10.15+a,b

FOOTNOTES:

a. 1 year service - 5 days paid vacation; 2 years service - 10 days paid vacation; 5 years service - 12 days paid vacation; 7 years service - 14 days paid vacation; 9 years service - 16 days paid vacation; 11 years service - 18 days paid vacation; 12 years service - 20 days paid vacation

b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; the normal work day preceding Christmas Day; & Christmas Day

-----  
 ELEC0292-011 05/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 36.53	26.08

-----  
 \* ELEV0009-002 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.87	29.985

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

-----  
 ENGI0049-042 05/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 37.74	17.15
GROUP 2.....	\$ 37.40	17.15
GROUP 3.....	\$ 35.99	17.15
GROUP 4.....	\$ 35.65	17.15
GROUP 5.....	\$ 35.48	17.15
GROUP 6.....	\$ 33.97	17.15
GROUP 7.....	\$ 32.85	17.15
GROUP 8.....	\$ 30.84	17.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over.

GROUP 2: Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over.

GROUP 3: Traveling Tower Crane; Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Tower Crane (Stationary) up to 200'; All-Terrain Vehicle Crane, Boom Truck over 100 ft, Dragline.

GROUP 4: Backhoe/Track/Trackhoe, Hoist (3 drums or more); Overhead Crane (inside building perimeter), Excavator.

GROUP 5: Asphalt Spreader, Bulldozer, Curb Machine, Drill, Forklift, Compressor 450 CFM or over (2 or more machines); Boom Truck up to 100 ft, Loader over 1 cu yd, Hoist (1 or 2 drums); Mechanic, Milling Machine, Roller, Scraper, Tractor over D2.

GROUP 6: Bobcat/Skid Loader, Loader up to 1 cu. yd., Tractor D2 or similar size.

GROUP 7: Compressor 600 CFM or over, Crane Oiler, Self Propelled Vibrating Packer.

GROUP 8: Oiler, Greaser (Tractor/Truck).

-----  
 IRON0512-002 05/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL.....	\$ 35.50	23.45

-----  
 LABO0563-006 05/01/2012

	Rates	Fringes
LABORER		

Group 1.....\$ 28.46                   15.82  
 Group 2.....\$ 28.96                   15.82

LABORERS CLASSIFICATIONS

GROUP 1 - Common or General Laborer, Asphalt Raker, Asphalt Shoveler, Carpenter Tender, Concrete Saw, Form Stripping, Mason Tender (Brick, Cement/Concrete), Plaster Tender, Scaffold Builder (Brick and Masonry), Top Person, Vibrating Plate

GROUP 2 - Pipelayer, Bottom Person

-----  
 LABO0563-007 01/01/2012

	Rates	Fringes
LABORER (ASBESTOS ABATEMENT) Removal from Floors, Walls & Ceilings.....\$ 27.33		14.94

-----  
 PAIN0386-001 05/01/2012

	Rates	Fringes
Drywall Finisher/Taper.....\$ 30.17		18.67

-----  
 PAIN0386-012 05/01/2014

	Rates	Fringes
Painters: Brush & Roller.....\$ 32.88		18.46
Spray.....\$ 32.88		18.46

-----  
 PAIN1324-006 06/01/2015

	Rates	Fringes
GLAZIER.....\$ 37.49		14.30

-----  
 PLAS0265-005 06/01/2014

	Rates	Fringes
PLASTERER.....\$ 30.02		19.62

-----  
 PLAS0633-054 05/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 32.39		16.60

-----  
 PLUM0015-011 05/01/2015

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe		

Installation).....\$ 38.11 20.42

FOOTNOTE:

Paid Holiday: Labor Day

-----  
 PLUM0417-003 06/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.08	21.00

FOOTNOTE:

Paid Holidays: Memorial Day; July 4th; Friday before Labor Day; Labor Day; Columbus Day; & Thanksgiving Day

-----  
 PLUM0539-001 05/01/2015

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 37.72	24.49

-----  
 ROOF0096-022 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 35.41	15.33

FOOTNOTE: Paid Holiday - Labor Day

-----  
 SHEE0010-052 05/01/2009

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct and System Installation).....	\$ 38.46	18.34

FOOTNOTE: Paid Holiday: Labor Day

-----  
 TEAM0346-005 05/01/2015

	Rates	Fringes
TRUCK DRIVER		
2-Axle Dump Truck.....	\$ 26.40	14.45
3-Axle Dump Truck.....	\$ 26.65	14.45

-----  
 SUMN2009-045 07/27/2009

	Rates	Fringes
INSTALLER - SIGN.....	\$ 20.32	5.05
LABORER: Landscape.....	\$ 12.88	4.61

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

#### Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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

=====

END OF GENERAL DECISION

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**PROJECT TITLE: OP 8246 – PAINTING OF EXHIBIT HALLS**

<p>Minn. Stat. § 16C.285, Subd. 7. <b>IMPLEMENTATION.</b> ... any prime contractor or subcontractor that does not meet the minimum criteria in 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 project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. <b>RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.</b> "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul>

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.



**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT**

**PROJECT TITLE: OP 8246 – PAINTING OF EXHIBIT HALLS**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

<b>ADDITIONAL SUBCONTRACTOR NAMES</b> <b>(Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

<b>ADDITIONAL SUBCONTRACTOR NAMES</b> (Legal name of company as registered with the Secretary of State)	<b>Name of city where company home office is located</b>

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in <b>Minn. Stat. § 16C.285.</b></p>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

# **MCC 2016 Painting of Exhibition Halls (B&C)**

**November-December 2016**

## **SUMMARY OF WORK**

### **PART I - GENERAL**

#### **1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work in this contract comprises cleaning, preparing and painting of all ceilings and ceiling structures, catwalks, beams etc. in halls 'B' and 'C' at the Minneapolis Convention Center. Additionally, all walls, columns, return air vents, interior doors, door frames, window frames, and bollards will be primed and painted. All cove base in the scope of the project will be removed and replaced. The scope will not include any doors to the exterior of the building.**
- B. All work in this contract shall be covered by a one (1) year warranty, including materials and labor.**
- C. The successful bidder will be required to furnish a Performance Bond for 100% of the Contract amount. Cost of bond shall be included in the bid.**
- D. Furnish labor and material with no attic stock required.**
- E. Contractor to verify materials needed to complete the specified work.**
- F. Payment for the materials will be made to the Contractor upon delivery at the Convention Center, upon receipt of invoice from Contractor.**

#### **1.02 CONSTRUCTION CONTRACTS**

- A. Painting work is included in single lump sum contract with the City of Minneapolis.**
- B. Contractor will enter into a formal contract with the City of Minneapolis.**
- C. Work will be completed by a contractor complying with current regulations regarding Prevailing wages.**

#### **1.03 TIME FOR COMPLETION**

- A. To accommodate booked events, the schedule for the work is as follows:**

**Bid must take into consideration that the work may be performed 24/7 including weekends. The MCC at its discretion may limit work which may affect adjacent events. The successful bidder shall have sufficient staff and equipment to complete the work between November 21, 2016 and December 31, 2016 (Hall C) and November 15, 2016 and December 31, 2016 (Hall B).**

- B. Complete cleanup of all areas in the scope by contractor during the project and after the work is complete. Dumpster to be provided by contractor.**

#### **1.04 QUALIFICATIONS TO PERFORM**

- A. Provide written documentation of at least 5 years' experience with painting in a large commercial facility. This should be submitted with the bid.**

#### **1.05 CONTRACTOR USE OF PREMISES**

- A. Be responsible for care of site and existing building.**
- B. Replace or repair damage to side and existing building surfaces not affected by work in this contract.**
- C. Store products in storage area or locations approved in advance by owner.**
- D. Limits of Operations:**
  - 1. Conduct operations to minimize dust, noise and inconvenience to the public.**
  - 2. Limit construction activities to keep within areas specified in this bid.**
  - 3. Notify owner in advance if operations necessary to complete work are outside work area and of any change in hours of construction activities.**

#### **1.06 OWNER OCCUPANCY**

- A. Owner will occupy premises outside work area during period of construction to conduct normal operations.**
- B. Cooperate with owner's representative in construction operations and facilitate owner's normal operations.**

## COORDINATION

### PART II

#### 2.01 PROJECT COORDINATION

- A. Plan work in advance with owner.
- B. Provide written or graphic work plan to owner for use of work area and other staging areas required for this work.
- C. Conduct work to prevent interference with normal operation of existing building.
- D. Convene preconstruction meeting to review requirements of work and coordinate work. Color Draw Downs should be provided at this meeting.
  - 1. Preconstruction meeting: 6 (six) weeks prior to starting work.
  - 2. Meeting locations: Minneapolis Convention Center, 1301 Second Avenue South, Minneapolis, MN 55403.
- E. Inform the Minneapolis Convention Center representative of methods, materials and installation procedures prior to project start.

### PART III - PRODUCTS

#### 3.01 SPECIFICATIONS

**Products: (Walls)**

**Primer (for walls): Zinsser ALLPRIME**

**Top Coat: Paint shall be Hirshfield's 1790 Platinum Ceramic Matte color equivalent of:**

**Benjamin Moore Snow White OC-66**

**Products: (Ceilings and structure)**

**The ceiling and structure paint shall be a Hirshfield's 1405 dry fall color equivalent of:**

**Benjamin Moore Pale Oak OC-20**

**Doors, Door and window frames etc.**

**All Doors, door frames, Window frames, return air vents, bollards and fire hose cabinets shall be finished in an oil base semi-gloss. NO LATEX on metal frames in this project. The product for this shall be the Hirshfield's Benjamin Moore P24 DTM oil semi-gloss color equivalent of:**

Cove Base:

Johnsonite RCB #280 Shoreline 6”

Hirshfield’s product information and pricing can be obtained from (pricing will be consistent to all bidders):

Rod Wimberly  
Hirshfield’s  
NACE #31707  
725 Second Ave. N.  
Minneapolis, MN.55405  
612-282-1150  
Email; [rwimberly@hirshfields.com](mailto:rwimberly@hirshfields.com)

#### **PART IV**

##### **4.01 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Within five days after signing contract, prepare and furnish to owner four copies of schedule of work.**
- B. List of graphically indicated start and finish dates for each operation.**

#### **PART V CONTRACT CLOSEOUT**

##### **5.01 FINAL CLEANING**

- A. Before final completion or Owner occupancy of Substantially Completed spaces, conduct Inspection of work areas to verify that work area is clean.**
- B. Remove waste materials, construction debris, containers, packing and rubbish and legally Dispose offsite. A construction dumpster may be placed either in the hall or on the dock behind the halls for refuse/recycling. This dumpster must be removed by the end of the business day on the last day of the project. The floor shall be cleaned of all dust and dry fall paint. Please note: ‘Floor boxes’ shall be protected from dust intrusion prior to the cleaning and painting or be vacuumed out thoroughly.**

##### **5.02 PRE-CLOSEOUT MEETING**

- A. Attend pre-closeout meeting conducted by owner.**
- B. Prepare lists of items in the work, with costs, to discuss in pre-closeout meeting:**
  - 1. Whether items should be completed during correction period without retainage.**
  - 2. Whether items should be on punch list with retainage held on them until complete.**

**3. Availability of lien waivers.**

**C. Prepare to discuss procedures for final payment, including owner's closeout requirements.**

### **5.03 CLOSEOUT SUBMITTALS**

**A. With final Application for Payment, submit items required by contract documents for closeout, such as :**

- 1. Affidavit of payment of payrolls, bills, and other indebtedness connected with the work.**
- 2. Affidavit indicating consent of surety to final payment.**
- 3. Waiver or release of liens arising out of the contract.**
- 4. Special Project warranties or bonds.**
- 5. Certificates of Inspections, Occupancy Permit, other evidence of compliance with Requirements of governing authorities.**

## **PART VI**

### **6.01 PREPARATION**

- A. The ceiling and upper structures covered in this project shall be cleaned using high velocity air or other means prior to applying the HIRSHFIELDS 1405 dry fall coating. The ceiling and upper structure shall be inspected and approved by the owner's project manager prior to painting.**
- B. Items to be protected by bagging, covering or masking include but are not limited to: Air Walls, concession stands and murals, light fixtures, speaker grills, sprinkler heads, internet/network/wireless devices, signage, exit signs, fire strobes, corner guards, electrical equipment. 'Drive-through' entrances at the back of the halls shall be protected with poly to prevent as much dust and paint intrusion as possible. Floor boxes shall be covered to prevent dust intrusion. Lobby doors shall be sealed as much as possible to prevent dust intrusion in the lobby areas.**
- C. A water-based primer/sealer shall be used on all walls in the project scope to prepare for Acrylic finish coats. The water based primer/sealer shall be Zinsser ALLPRIME Primer tinted to the wall color.**
- D. Patch sheetrock walls as needed, sand smooth. Note: All hardware, plates, trim panels etc. removed for the project shall be re-installed after the project.**
- E. Sand and prime metal doors, windows and frames as necessary. Rust retarding metal primer shall be used where needed.**

### **6.02 FINISH COATS**

- A. A minimum of two finish top coats shall be applied. No primer shall be visible upon inspection. Oil base paint shall be used on all interior metal door and window frames. HIRSHFIELDS 1405 Dry fall (color equivalent of Ben Moore OC-20 pale oak) product will be used on the ceilings and upper structures. Nomenclature on columns will be duplicated and the OC-20 Pale Oak color shall be used for the lettering. A minimum of two finish top coats shall be applied to all wall surfaces (color equivalent of Ben Moore OC-66 Snow White)**

