

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

Official Publication No. 8266

March 17th, 2016

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

Public Works

AN AFFIRMATIVE ACTION EMPLOYER

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

"BIDS FOR INSTALLATION OF IRRIGATION WATER SERVICE TAPS"

To provide all materials, labor, equipment and incidentals necessary for the Installation of Irrigation Water Service Taps on 3rd Avenue South for the City of Minneapolis, all in accordance with the provided specifications and drawings.

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. Questions received later than 8 days prior to bid opening may not be addressed.

No pre-bid meeting will be held.

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://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. 8266

Published in Finance and Commerce – March 17th and March 24th, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, April 7th, 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. # 8266 – BIDS FOR INSTALLATION OF IRRIGATION WATER SERVICE TAPS
Bids opened 10 AM, Local Time, April 7th, 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 shall take action 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://mnuccp.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

GROUP 3: Dragline & Hydraulic Backhoe with shovel-type controls up to 3 cubic yards; Loader 5 cu yd and over; Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GROUP 4: Bituminous Roller 8 tons & over; Crusher/Crushing Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd; Grader; Pump; Scraper up; to 32 cu yd; Farm Tractor with Backhoe attachment; Skid Steer Loader over 1 cu yd with Backhoe attachment; Bulldozer over 50 hp.

GROUP 5: Bituminous Roller under 8 tons; Bituminous Rubber Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GROUP 6: Oiler; Self-Propelled Vibrating Packer 35 hp and over.

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;
 CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:
 UNNELS, SHAFTS, ETC. - \$.25 PREMIUM
 UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):
 LEVEL A - \$1.25 PREMIUM
 LEVEL B - \$.90 PREMIUM
 LEVEL C - \$.60 PREMIUM

IRON0512-041 05/01/2015

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

LABO0563-026 05/01/2014

	Rates	Fringes
LABORERS		
(1) Common or General Laborer; Top Person.....	\$ 27.77	16.52
(2) Mason Tender Cement/Concrete.....	\$ 27.97	16.52
(6) Pipe Layer.....	\$ 30.27	16.52

LABO0563-047 05/01/2012

	Rates	Fringes
LABORER (LANDSCAPE).....	\$ 17.49	12.10

PLAS0633-004 05/09/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 32.80	17.00

PLUM0015-023 05/01/2015

	Rates	Fringes
PLUMBER.....	\$ 38.11	20.42

FOOTNOTE:
Paid Holiday: Labor Day

PLUM0539-017 05/01/2015

	Rates	Fringes
PIPEFITTER.....	\$ 37.72	24.49

TEAM0160-016 05/01/2015

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck..	\$ 29.10	15.20
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....	\$ 28.55	15.20
(3) Tandem Axles; & Single Axles.....	\$ 28.45	15.20

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

March 2016

CITY OF MINNEAPOLIS
DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS FOR
Water Service Taps for Irrigation Services on 3rd Avenue South

Section 1. General

The City of Minneapolis is seeking bids for the installation Water Service Taps for Irrigation Services on 3rd Avenue South at multiple locations on the 3rd Ave South Project. This work is scheduled for the 2016 construction season.

Section 2. Standard Specifications Which Apply

The City of Minneapolis, Department of Public Works, Standard Supplemental Specifications for the Construction of Public Infrastructure in the City of Minneapolis, shall govern, with references to the *Minnesota Department of Transportation, Standard Specifications for Construction*, 2016 Edition, including all addendums and applicable memorandums, except where modified in these contract specifications.

Section 3. Scope of Work

The work to be done under this contract shall consist of the following:

1. Furnishing of all labor, insurance, permits, equipment and materials to install Water Service Taps for Irrigation Services for the purpose of irrigation on 3rd Avenue South.
2. Pavement sawing (full depth) and removals (including disposal), excavation, backfill and compaction (work will be inspected and acceptable density is required).
3. No restoration is required and will be done by the City.
4. Payment will be based on completed work and a copy of a signed Sewer and Water inspection permit.

Section 4. This section is left Blank

Section 5. Materials

The contractor is required to supply materials to meet Minneapolis Code 509.380 and any other applicable codes necessary to pass inspection of the City of Minneapolis, Sewer and Water Inspection Department and fulfill his obligations under this contract. If the contractor is required to provide Class 5 aggregate, the contractor shall do so with prior approval and acceptance of the engineer.

Section 6. Contract Requirements

The contractor shall begin this work within 72 hours after given direction by the engineer. The total numbers of irrigation services are list in other section of this contract. The Contractor will not be able to install all of these irrigation services at one

time or a few times, there will be a separate mobilization for each individual irrigation service installation. So the contractor shall include the cost for individual mobilizations for each irrigation service in their bid.

The Contractor shall reference the attached plans and details for the general description of this work.

The contractor is required to take out permits for his water service or disconnect work at the City of Minneapolis Sewer and Water Connections Department. Any cost to acquire these permits and arrange inspection are considered incidental to this contract and no additional compensation shall be made.

The contractor is required to schedule his/her inspection of the work with the City of Minneapolis Sewer and Water Connections Department and work within their working hours. Any delays or problems due to scheduling his/her inspection is considered incidental to this contract and no additional compensation shall be made.

All work shall be done in compliance with all existing safety laws and codes. All workers must wear hard hats and trench shields shall be used when working below grade. The contractor's stock pile of dirt shall be placed in such a manner that it does not interfere with the underground work. The engineer will require the contractor to show his *Certification of Shield* for his trench shield. This item is considered incidental to this contract and no additional payment will be made.

If, during his work, the contractor is required to leave his/her trench zone unattended for any length of time (such as evenings, holidays or weekends) the contractor shall be required to leave this work zone in a safe manner, at no additional expense to the city.

Section 7. Measurement and Payment

1. All payments for stopbox and water service work shall include a copy of the approved City of Minneapolis Water and Sewer inspection permits.
2. **Holdback**; the City reserves the right to withhold five (5) percent from the contractor's request for payment until all work is complete and **Final Acceptance** has been issued on the contract.
3. **Final Acceptance will be made after the following items have been submitted and/or approved:**
 - a. Proof provided by the Contractor, subcontractors have complied with the provisions of M.S. 290.92 regarding withholding of MN State income taxes.
 - b. An affidavit has been received by the Engineer from the Contractor (including his subcontractors and suppliers) showing that all claims against them by reason of this Contract have been either paid or satisfactorily secured.

- c. Items listed in this section shall be provided within 45 calendar days after written notice by the Engineer to final this project. Failure to provide this documentation by the designated time will result in an assessment of fifty (\$50) dollars per calendar day for the 46th through 75th calendar days beyond this request. After the 76th day the Engineer will determine if; either a higher assessment or closing out the contract without final payment and release of the retainage due the contractor is in order.

Official Publication No. 8266
Bids opened 10 AM, Local Time
April 7th, 2016

BID FORM

My /Our bid to provide all materials, labor, equipment and incidentals necessary for the Installation of Irrigation Water Service Taps for the Minneapolis Public Works Department all in accordance with your specifications. Please include all applicable sales taxes and fees in your bid pricing.

Cost for irrigation service, LONG SIDE \$ _____ / each
Estimated quantity is Three (3) each Contractor's Unit Price

Cost for irrigation service, SHORT SIDE \$ _____ / each
Estimated quantity is Four (4) each Contractor's Unit Price

Total bid amount (numeric): \$ _____
Numbers must be legible or bid may be rejected.

City reserves the right to increase bid quantities by 100%

A single contract will be awarded to the low, responsive, responsible bidder meeting all specifications.

A contractor responding to this solicitation document swears that they are in compliance with the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3, and shall upon request submit to the city a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria.

Please return the following documents with your bid:

Bid Form - Prevailing Wage Certificate – Responsible Contractor Verification Form

F.O.B.: Destination Acknowledge Addenda No. _____

Bidder must supply Federal Tax ID No. or Social Security No. _____

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and services described in the invitation to Bid, designed to limit independent bidding or competition.

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

BIDDER _____
CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY _____
(Signature) (Printed Name)

ADDRESS _____

CITY _____ STATE _____ ZIP+4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS: _____

BIDS RESULTS WILL NOT BE MAILED, BUT WILL BE E-MAILED TO THE E-MAIL ADDRESS ON THIS BID FORM.

LEGEND	
CENTERLINE	
EROSION CONTROL LOCATOR	
HEDGE	
SHRUB	
SOD	
TREE, CONIFEROUS	
TREE, DECIDUOUS	
PROPERTY LINE	
BUILDING	
FENCE, WIRE	
FENCE, WOOD	
WALL, RETAINING	
UNIDENTIFIED MANHOLE	
SURVEY CONTROL MONUMENT	
RAILROAD TRACK	
CURB & GUTTER (EXISTING)	
CURB & GUTTER (PROPOSED)	
CURB & GUTTER (REMOVE)	
DRIVEWAY, RESIDENTIAL (6 IN. CONCRETE)	
DRIVEWAY, COMMERCIAL (6 IN. CONCRETE)	
REMOVE PAVEMENT (BITUMINOUS)	
REMOVE PAVEMENT (CONCRETE)	
SIDEWALK (3.5 IN. CONCRETE)	
SIDEWALK (6 IN. CONCRETE)	
SOIL BORING	
CABLE TV CONDUIT	
FIBER OPTIC CONDUIT	
TELEPHONE CONDUIT	
COMMUNICATION MANHOLE	
GAS PIPE	
GAS MANHOLE	
GAS VALVE	
POWER CONDUIT	
POWER MANHOLE	
POWER POLE	
SANITARY SEWER LAMPHOLE	
SANITARY SEWER PIPE (EXISTING)	
SANITARY SEWER PIPE (PROPOSED)	
SANITARY SEWER MANHOLE (EXISTING)	
SANITARY SEWER MANHOLE (PROPOSED)	
SANITARY SEWER MANHOLE, BLIND (EXISTING)	
SANITARY SEWER MANHOLE, BLIND (PROPOSED)	
SANITARY SEWER LIFT STATION	
STEAM PIPE	
STORM SEWER CATCH BASIN (EXISTING)	
STORM SEWER CATCH BASIN (PROPOSED)	
STORM SEWER CATCH BASIN RUN (EXISTING)	
STORM SEWER CATCH BASIN RUN (PROPOSED)	
STORM SEWER GRIT CHAMBER	
STORM SEWER PIPE (EXISTING)	
STORM SEWER PIPE (PROPOSED)	
STORM SEWER MANHOLE (EXISTING)	
STORM SEWER MANHOLE (PROPOSED)	
STORM SEWER MANHOLE, BLIND (EXISTING)	
STORM SEWER MANHOLE, BLIND (PROPOSED)	
STORM SEWER LIFT STATION	
TRAFFIC CONDUIT (EXISTING)	
TRAFFIC CONDUIT (PROPOSED)	
TRAFFIC HANDHOLE, MPLS	
TRAFFIC LOOP DETECTOR	
TRAFFIC PARKING METER	
TRAFFIC SIGN	
TRAFFIC SIGNAL PEDESTAL	
TRAFFIC STREETLIGHT	
WATER HYDRANT (EXISTING)	
WATER HYDRANT (PROPOSED)	
WATER PIPE	
WATER MANHOLE (EXISTING)	
WATER MANHOLE (PROPOSED)	
WATER MANHOLE VALVE (EXISTING)	
WATER MANHOLE VALVE (PROPOSED)	
WATER STOP BOX	

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CITY OF MINNEAPOLIS DEPARTMENT OF PUBLIC WORKS

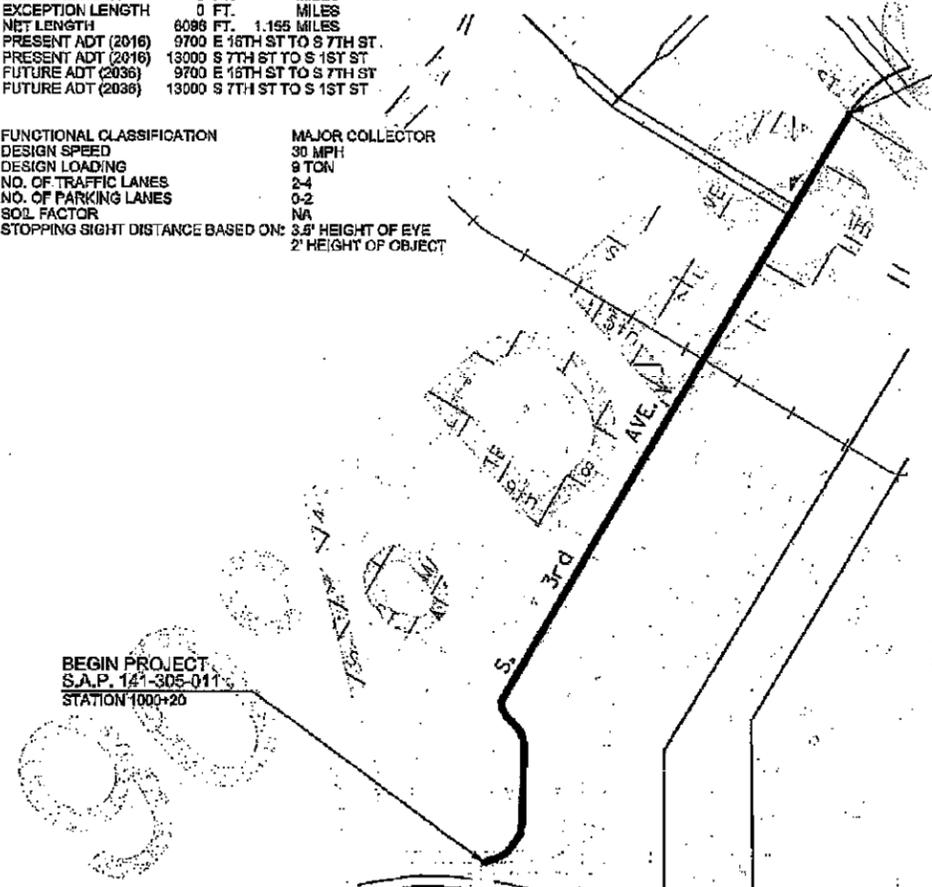
PROJECT NAME: 3RD AVENUE SOUTH REDESIGN
PROJECT NUMBER: S.A.P. 141-305-011

LOCATION: 3RD AVE. S. FROM 16TH ST. E. TO 1ST ST. S.

CONSTRUCTION PLAN FOR: GRADING, PAVING, SEAL COAT, STRIPING,
SIGNING, SIGNALS, AND STREETSCAPING

GROSS LENGTH 6096 FT. 1.166 MILES
BRIDGE LENGTH 0 FT. 0 MILES
EXCEPTION LENGTH 0 FT. 0 MILES
NET LENGTH 6096 FT. 1.155 MILES
PRESENT ADT (2016) 9700 E 16TH ST TO S 7TH ST
PRESENT ADT (2036) 13000 S 7TH ST TO S 1ST ST
FUTURE ADT (2036) 9700 E 15TH ST TO S 7TH ST
FUTURE ADT (2036) 13000 S 7TH ST TO S 1ST ST

FUNCTIONAL CLASSIFICATION MAJOR COLLECTOR
DESIGN SPEED 30 MPH
DESIGN LOADING 9 TON
NO. OF TRAFFIC LANES 2-4
NO. OF PARKING LANES 0-2
SOIL FACTOR NA
STOPPING SIGHT DISTANCE BASED ON: 3.6' HEIGHT OF EYE
2' HEIGHT OF OBJECT



BEGIN PROJECT
S.A.P. 141-305-011
STATION 1000+20

END PROJECT
S.A.P. 141-305-011
STATION 1061+16

VARIANCES:
A VARIANCE TO MINNESOTA RULES 8820.9951, DATED JANUARY 2013, WAS GRANTED BY THE STATE AID ENGINEER ON DECEMBER 17, 2015 TO ALLOW LANE WIDTHS OF 10.0 FT IN LIEU OF THE REQUIRED MINIMUM 11.0 FT BETWEEN APPROXIMATELY 200 FT NORTH OF SOUTH 3RD STREET AND WASHINGTON AVENUE.

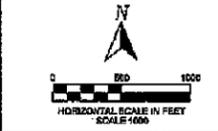
A VARIANCE TO MINNESOTA RULES 8820.9951, DATED JANUARY 2013, WAS GRANTED BY THE STATE AID ENGINEER ON DECEMBER 17, 2015 TO ALLOW LANE WIDTHS OF 10.8 FT IN LIEU OF THE REQUIRED MINIMUM 11.0 FT BETWEEN 7TH STREET AND APPROXIMATELY 200 FT NORTH OF SOUTH 3RD STREET.



SPECIFICATIONS
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES AND STRIPING SHALL CONFORM TO THE MUTCD, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL, 2008 EDITION.

HORIZONTAL DATA
HENNEPIN COUNTY COORDINATE SYSTEM
DATUM: NAD83, 1983 ADJUSTMENT (MON HARN)
UNITS: US SURVEY FEET

VERTICAL DATA
DATUM: NGVD29



SHEET NUMBER	APPROVED	DATE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

40545 2/23/16
STEVE WESER LIC. NO. DATE

ALLIANT
ENGINEERING
238 Park Ave S, 9th Fl 550
Minneapolis, MN 55410
612.766.3939
www.alliantinc.com

Minneapolis
Public Works

TITLE SHEET	
DRW: EWP	DATE: 00/00/00
CHK: BMR	DATE: 00/00/00
APP: SAW	DATE: 00/00/00

INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3	STATEMENT OF ESTIMATED QUANTITIES
4	UTILITY CONTACTS AND GENERAL NOTES
5	CONSTRUCTION NOTES
6-18	DETAILS AND STANDARD PLATES
19-26	TRAFFIC CONTROL PLAN
27-32	STAGING PLAN
33-34	PAVEMENT INSETS AND CURB DETAILS
35-41	TYPICAL SECTIONS
42-43	ALIGNMENT PLAN & TABULATION
44	PAVING DETAIL
45-59	REMOVALS & CONSTRUCTION PLANS
60	INTERSECTION DETAIL
61-69	UTILITY PLANS
70-72	SWPPP NARRATIVE
73	SIGNING AND STRIPING TABULATION
74-82	PERMANENT PAVEMENT MARKING PLANS
83-100	PERMANENT SIGNING PLANS
101-116	REVISE SIGNAL SYSTEM PLANS
117-124	STREETSCAPE PLAN

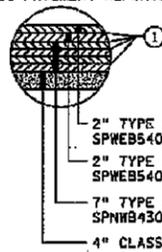
THIS PLAN CONTAINS 139 SHEETS.

APPROVED: MINNEAPOLIS CITY ENGINEER OR DEPUTY CITY ENGINEER	DATE
APPROVED: DIRECTOR, TRAFFIC & PARKING SERVICES	DATE
APPROVED: DIRECTOR, TRANSPORTATION ENGINEERING & DESIGN	DATE
APPROVED: DIRECTOR, TRANSPORTATION PLANNING & PROGRAMMING	DATE
APPROVED: DIRECTOR, TRANSPORTATION MAINTENANCE & REPAIR	DATE
APPROVED: DIRECTOR, SURFACE WATER & SEWERS	DATE
APPROVED: DIRECTOR, WATER TREATMENT & DISTRIBUTION	DATE

3RD AVENUE S REDESIGN		1 OF 115
CITY PROJ. XXXXX	S.A.P. 141-305-011	

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INSET A
BITUMINOUS PAVEMENT REPLACEMENT ②

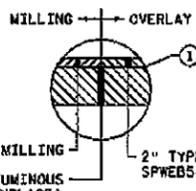


- ① 2" TYPE SP 12.5 WEARING COURSE (5,L) SPWEBS40L MNDOT SPEC 2360
- ② 2" TYPE SP 12.5 WEARING COURSE (5,L) SPWEBS40L MNDOT SPEC 2360
- ③ 7" TYPE SP 12.5 NON-WEARING COURSE (4,L) SPNWB430L MNDOT SPEC 2360
- ④ 4" CLASS 5 AGGREGATE BASE MNDOT SPEC 2211

NOTES:

- ① INSTALL BITUMINOUS TACK COAT BETWEEN ALL NEW BITUMINOUS LIFTS.
- ② PAVEMENT SECTION IS ASSUMED INPLACE PAVEMENT SECTION BASED ON BEST AVAILABLE INFORMATION PROVIDED BY THE CITY OF MINNEAPOLIS. REPLACEMENT PAVEMENT SECTION SHALL MATCH THE ACTUAL INPLACE DEPTHS OF THE CORRESPONDING LAYERS.
- ③ MAXIMUM LIFT THICKNESS SHALL BE 2".

INSET B
BITUMINOUS MILLING AND OVERLAY

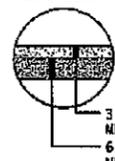


- ① 2" MILLING
- ② 2" TYPE SP 12.5 WEARING COURSE (5,L) SPWEBS40L MNDOT SPEC 2360
- ③ BITUMINOUS (INPLACE)

NOTES:

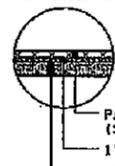
- ① INSTALL BITUMINOUS TACK COAT ON TOP OF MILLED SURFACE.

INSET C
CONCRETE SIDEWALK



- ① 3.5" OR 6" CONCRETE SIDEWALK MNDOT SPEC 2521
- ② 6" CLASS 5 AGGREGATE BASE MNDOT SPEC 2211

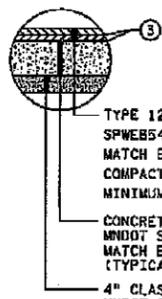
INSET D
PAVER SIDEWALK



- ① PAVER SIDEWALK (SALVAGED PAVERS)
- ② 1" SELECT GRANULAR BORROW
- ③ 4" CLASS 5 AGGREGATE BASE MNDOT SPEC 2211

INSET E

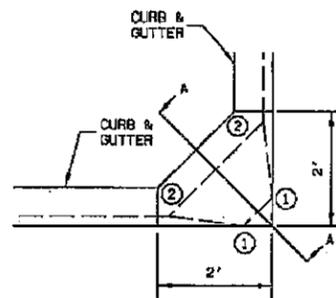
CONCRETE PAVEMENT WITH BITUMINOUS OVERLAY
3RD AVE - WASHINGTON AVE TO 2ND ST.



- ① TYPE 12.5 WEARING COURSE (5,L) SPWEBS40L MNDOT SPEC 2360
- ② MATCH EXISTING THICKNESS (TYPICALLY 3")
- ③ COMPACT IN 2" MAXIMUM LIFTS, MINIMUM LIFT THICKNESS = 1.5"
- ④ CONCRETE BASE PAVEMENT MNDOT SPEC 2301
- ⑤ MATCH EXISTING THICKNESS (TYPICALLY 8")
- ⑥ 4" CLASS 5 AGGREGATE BASE MNDOT SPEC 2211

NOTES:

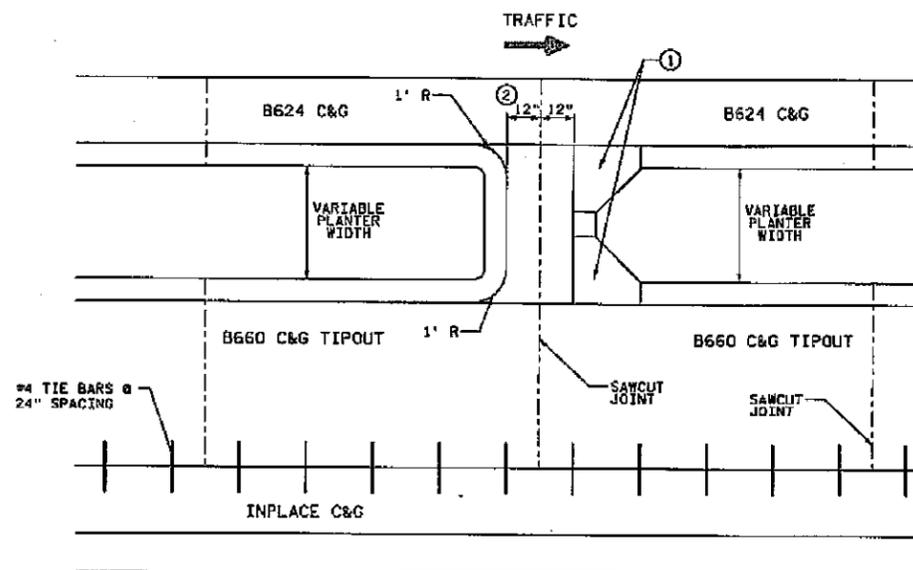
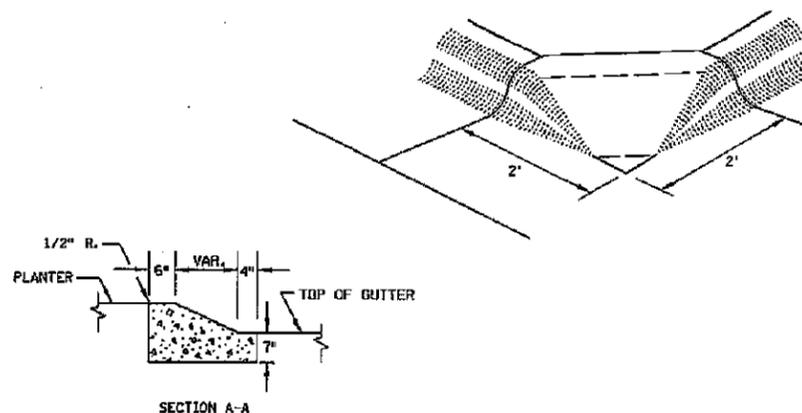
- ① EXACT BITUMINOUS OVERLAY THICKNESS IS NOT KNOWN. TYPICAL THICKNESS IS 3". CONTRACTOR SHALL MATCH THE ACTUAL INPLACE THICKNESS.
- ② REFER TO PAVEMENT PATCH DETAIL FOR TIE BAR INFORMATION.
- ③ INSTALL BITUMINOUS TACK COAT BETWEEN ALL NEW BITUMINOUS LIFTS AND ON TOP OF CONCRETE BASE PAVEMENT.
- ④ INPLACE CONCRETE BASE PAVEMENT THICKNESS IS NOT KNOWN. TYPICAL THICKNESS IS 8". THE CONTRACTOR SHALL MATCH THE ACTUAL INPLACE THICKNESS.



DRAINAGE CURB CUT
APPROACH NOSE DETAIL
FOR DOWNSTREAM SIDE OF TRAFFIC

NOTES:

- ① 0" CURB HEIGHT.
- ② FULL CURB HEIGHT.



PLANTED BUFFER
DRAINAGE CURB CUT

NOTES:

- ① REFER TO APPROACH NOSE DETAIL.
- ② CONSTRUCT 48" WIDE CURB CUT AT STA. 1013+97.9 AND AT STA. 1017+29.0 - CENTERED ON MANHOLE COVER.

NOT TO SCALE

NO.	DATE	DRW	CKD	APP	REVISION

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STEVE WESER
LIC. NO. 2/29/18

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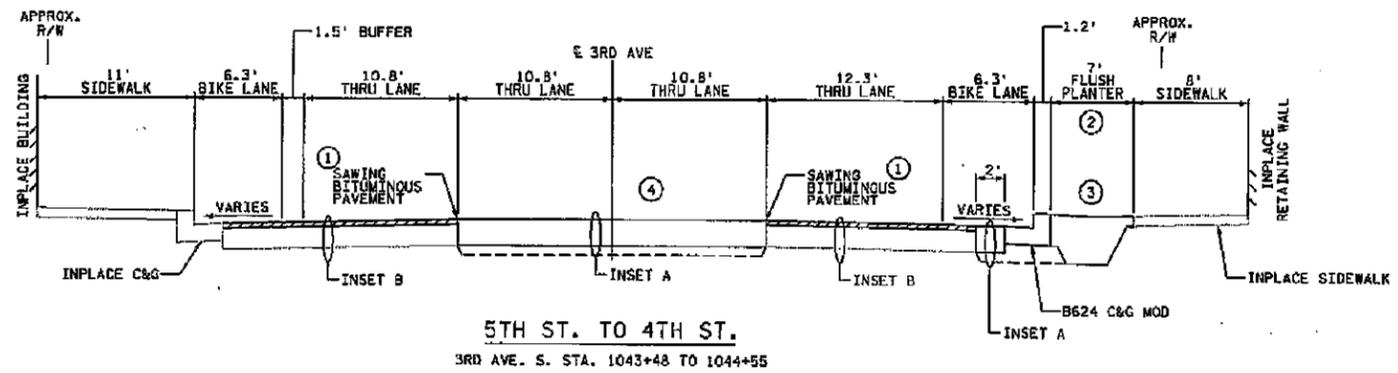
PAVEMENT INSETS AND CURB DETAILS			
DRW:	EWP	DATE:	2/28/18
CHK:	SAW	DATE:	2/29/18
APP:		DATE:	

3RD AVENUE S. REDESIGN
CITY PROJ. XXXXX S.A.P. 141-305-011

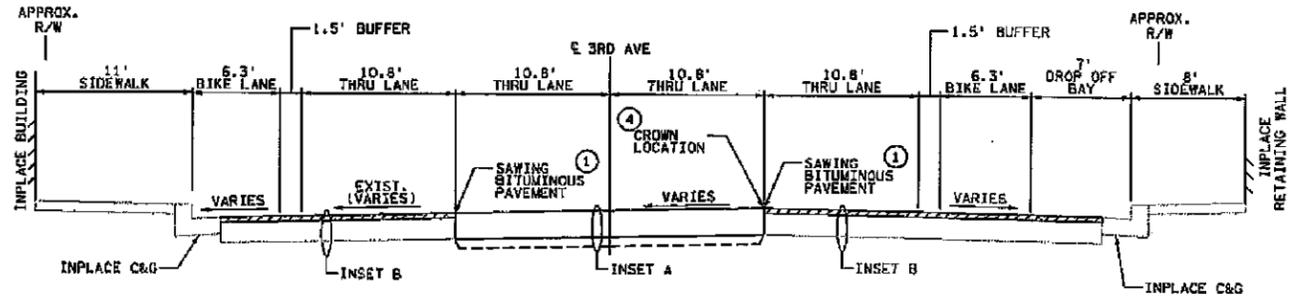
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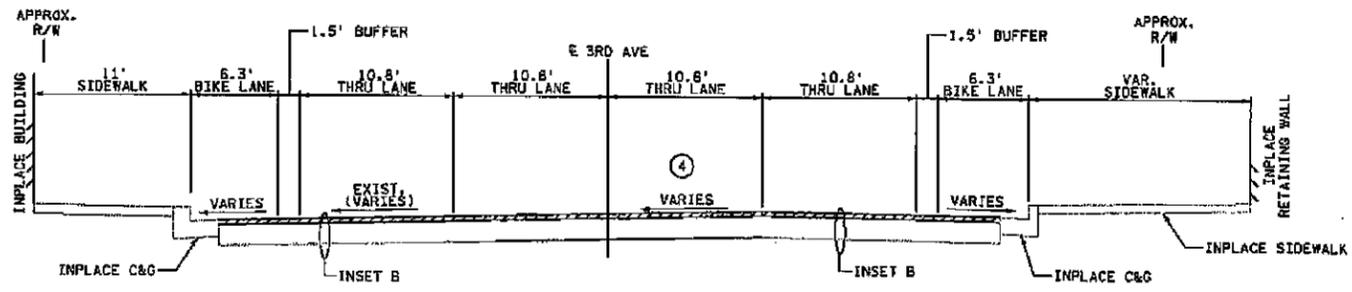
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5TH ST. TO 4TH ST.
3RD AVE. S. STA. 1043+48 TO 1044+55



5TH ST. TO 4TH ST.
3RD AVE. S. STA. 1041+48 TO 1043+23



5TH ST. TO 4TH ST.
3RD AVE. S. STA. 1040+84 TO 1041+21

- SPECIFIC NOTES:**
- ① REMOVE MEDIAN AND RECONSTRUCT PAVEMENT FROM STA. 1041+29 TO 1044+30.
 - ② SIDEWALK PLANTER CONSTRUCTION FROM STA. 1043+48 TO 1044+33.
 - ③ SEE STREETScape PLAN FOR PLANTING SOIL DETAIL.
 - ④ SEE PAVING DETAIL SHEET XX FOR INFORMATION ON MOVING THE ROAD CROWN.

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STEVE WESER
LIC. NO. 2122/16



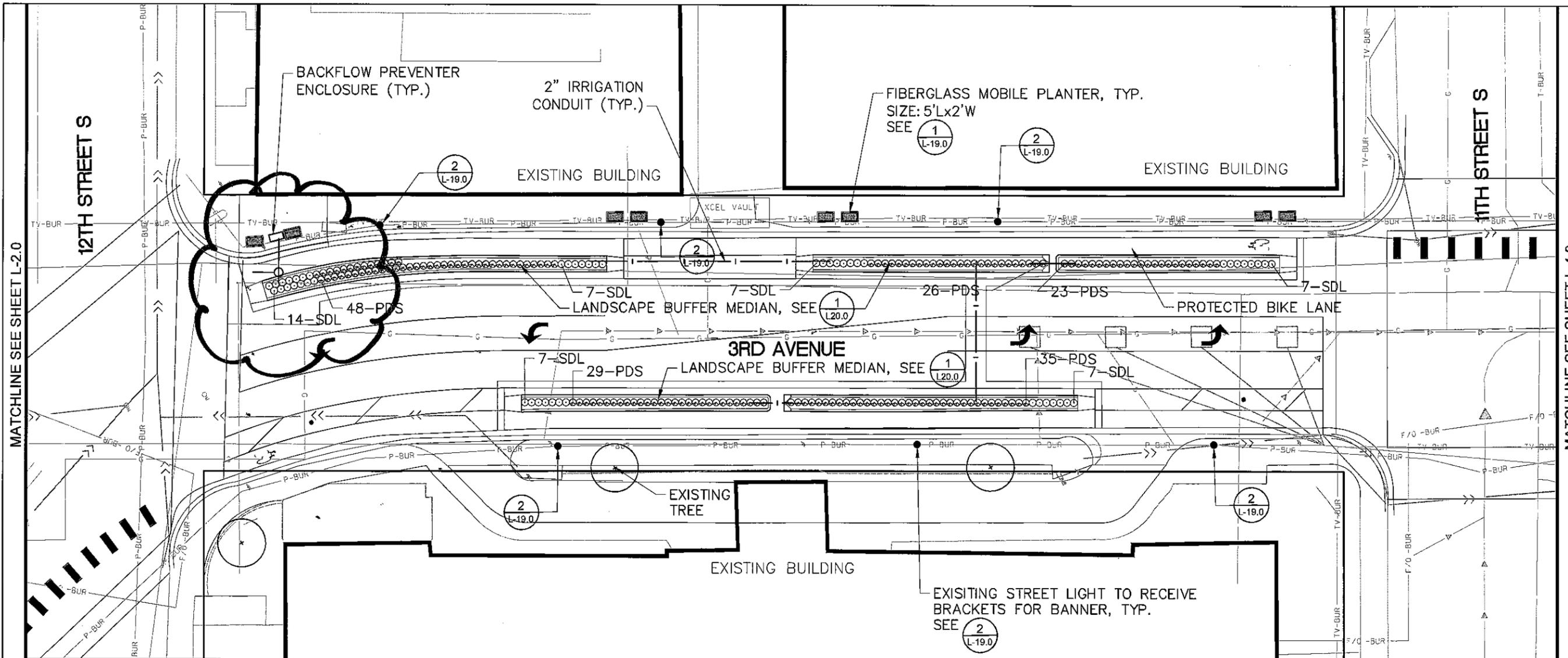
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LANDSCAPE SCHEDULE

QTY.	KEY	COMMON NAME/ BOTANICAL NAME	SIZE	REMARKS
161	PDS	PERENNIALS PRAIRIE DROPSEED <i>Sporobolus heterolepis</i> 'Tara'	1 GAL. CONT.	
49	SDL	STELLA SUPREME DAYLILY <i>Hemerocallis</i> 'Stella Supreme'	1 GAL. CONT.	

NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN EVENT OF DISCREPANCY.

GENERAL NOTES

- COORDINATE FINAL LOCATION OF MOBILE PLANTERS WITH CITY AND LANDSCAPE ARCHITECT PRIOR TO PLACING.
- COORDINATE ELECTRICAL SERVICES AND IRRIGATION WITH LARRY MOTSUMOTO.
- REPAIR ANY DAMAGE DONE AS A RESULT OF LANDSCAPE OPERATIONS.
- REFER TO LANDSCAPE NOTES AND PLANTING DETAILS.
- REFER TO CONSTRUCTION PLANS FOR ROADWAY, PAVEMENT MARKINGS AND BIKE LANE IMPROVEMENTS.

LEGEND

- R.O.W. ASSUMED
- EXISTING TREE TO REMAIN
- MOBILE PLANTER SEE DETAIL
- EXISTING STREET LIGHT
- EXISTING STREET LIGHT WITH PROPOSED BANNER
- DETAIL # SHEET #

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612.758.3080 USA
612.758.3099 FAX
www.alliant-inc.com

Minneapolis
Public Works

STREETSCAPE PLAN

DRW:	EMK	DATE:	XX-XX-16
CHK:	MK	DATE:	XX-XX-16
APP:	MK	DATE:	XX-XX-16

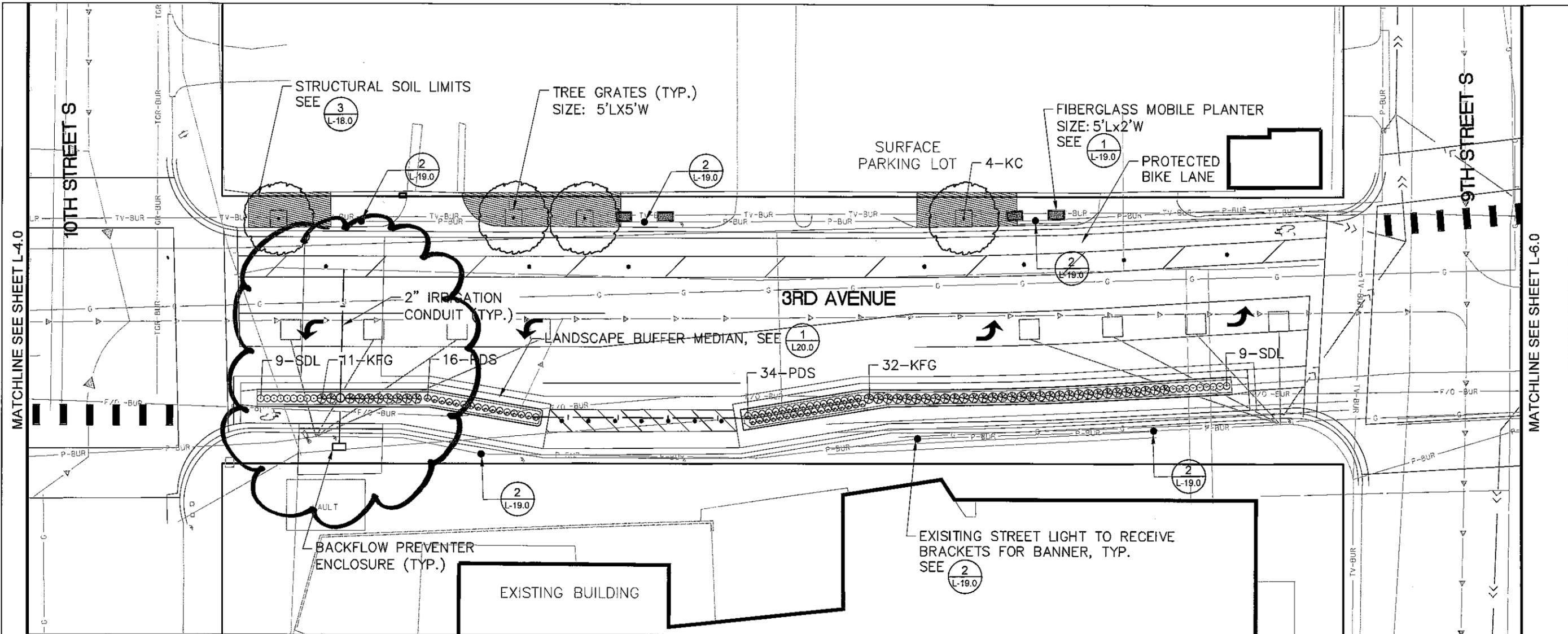
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LANDSCAPE SCHEDULE				
QTY.	KEY	COMMON NAME/	BOTANICAL NAME	REMARKS
4	HL	OVERSTORY TREES STREET KEEPER HONEYLOCUST	<i>Gleditsia triacanthos</i> 'Draves'	2.5' CAL. B&B STRAIGHT TRUNK NO V-CROTCH
18	SDL	PERENNIALS STELLA SUPREME DAYLILY	<i>Hemerocallis</i> 'Stella Supreme'	1 GAL. CONT.
45	KFG	KARL FOERSTER FEATHER REED GRASS	<i>Calamagrostis x acutifolia</i> 'Karl Foerster'	3 GAL. CONT.
66	PDS	PRAIRIE DROPSEED	<i>Sporobolus heterolepis</i> 'Tara'	1 GAL. CONT.

NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN EVENT OF DISCREPANCY.

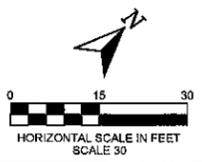
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- REFER TO LANDSCAPE NOTES AND PLANTING DETAILS.
- REFER TO CONSTRUCTION PLANS FOR ROADWAY, PAVEMENT MARKINGS AND BIKE LANE IMPROVEMENTS.

LEGEND

- R.O.W. ASSUMED
- DECIDUOUS TREE, 2' CAL.
- PLANTING AREAS SEE SHEETS L-20.0 THRU L-26.0
- MOBILE PLANTER SEE DETAIL
- EXISTING STREET LIGHT
- EXISTING STREET LIGHT WITH PROPOSED BANNER
- DETAIL # L-17.0
- DETAIL # L-19.0
- DETAIL # L-18.0

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612.758.3099 FAX
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Minneapolis Public Works

STREETSCAPE PLAN	
DRW:	EMK
CHK:	MK
APP:	MK
DATE:	XX-XX-16

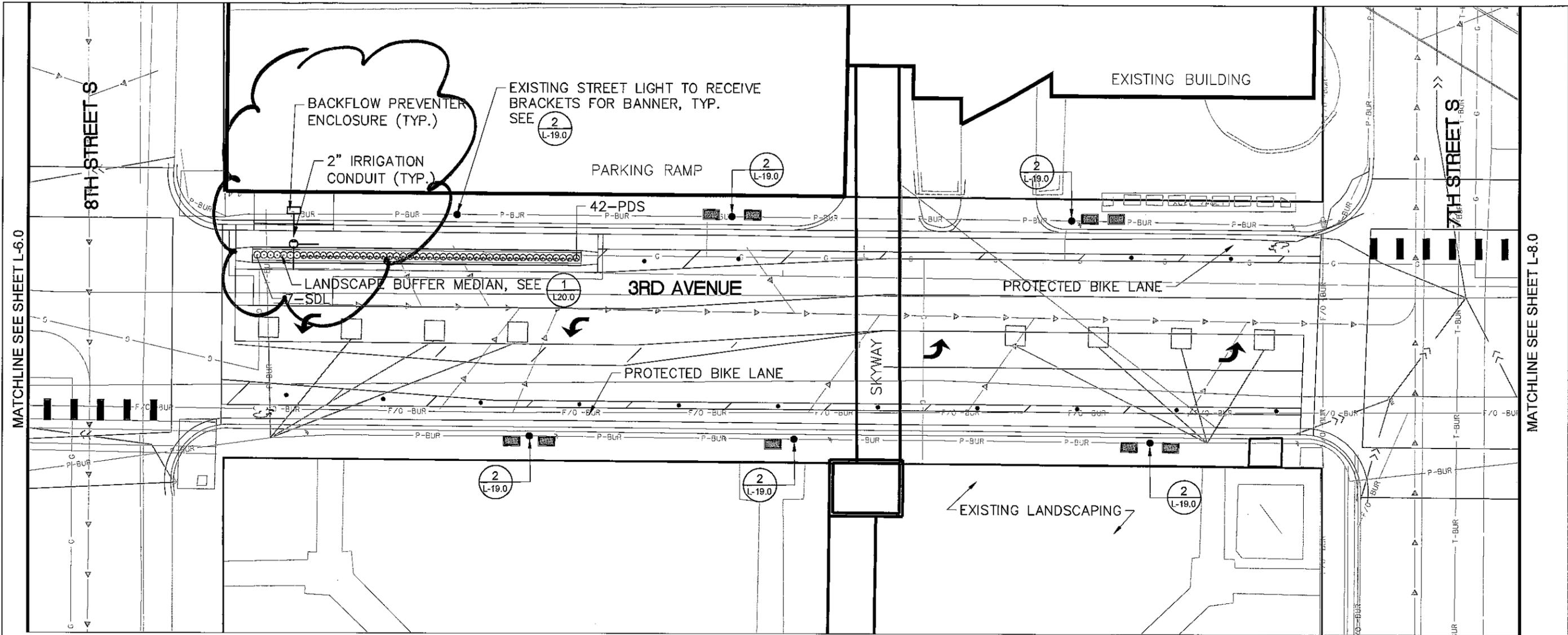
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LANDSCAPE SCHEDULE

QTY.	KEY	COMMON NAME/ BOTANICAL NAME	SIZE	REMARKS
7	SDL	PERENNIALS STELLA SUPREME DAYLILY Hemerocallis 'Stella Supreme'	1 GAL. CONT.	
42	PDS	PRAIRIE DROPSEED Sporobolus heterolepis 'Tara'	1 GAL. CONT.	

NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN EVENT OF DISCREPANCY.

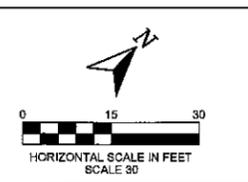
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- REFER TO CONSTRUCTION PLANS FOR ROADWAY, PAVEMENT MARKINGS AND BIKE LANE IMPROVEMENTS.

LEGEND

- R.O.W. ASSUMED
- MOBILE PLANTER SEE DETAIL
- EXISTING STREET LIGHT
- EXISTING STREET LIGHT WITH PROPOSED BANNER
- DETAIL # SHEET #

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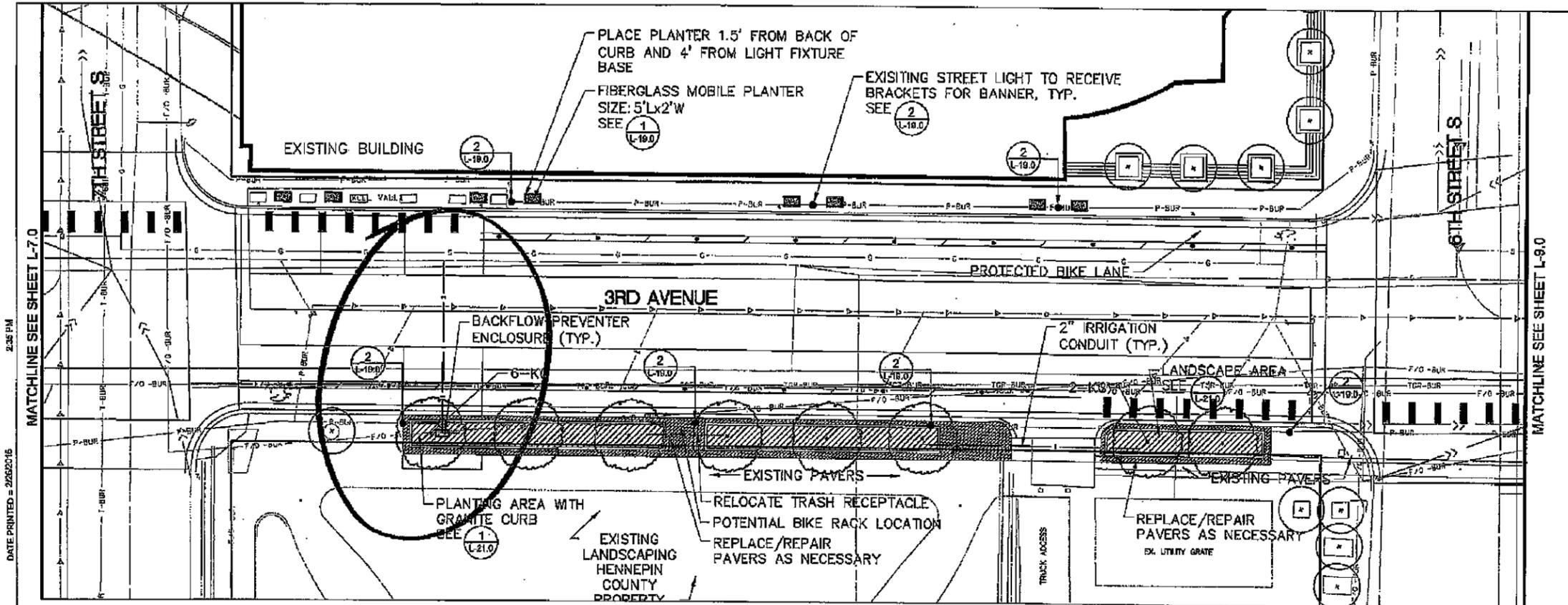
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STREETSCAPE PLAN		
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LANDSCAPE SCHEDULE				
QTY.	KEY	COMMON NAME/	BOTANICAL NAME	REMARKS
8	KC	PERENNIALS ESPRESSO KENTUCKY COFFEE TREE	<i>Gymnocladus dioica 'Espresso-JFS'</i>	2.5" CAL. 888 STRAIGHT TRUNK NO V-CROTCH

NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN EVENT OF DISCREPANCY.

GENERAL NOTES

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- REFER TO LANDSCAPE NOTES AND PLANTING DETAILS.
- REFER TO CONSTRUCTION PLANS FOR ROADWAY, PAVEMENT MARKINGS AND BIKE LANE IMPROVEMENTS.

LEGEND

- R.O.W. ASSUMED
- DECIDUOUS TREE, SEE LANDSCAPE SCHEDULE
- EXISTING TREE TO REMAIN
- CONCRETE PAVERS
- PLANTING AREAS SEE SHEETS L-20.0 THRU L-28.0
- MOBILE PLANTER SEE DETAIL
- EXISTING STREET LIGHT
- EXISTING STREET LIGHT WITH PROPOSED BANNER
- DETAIL #
L-17.0 SHEET #

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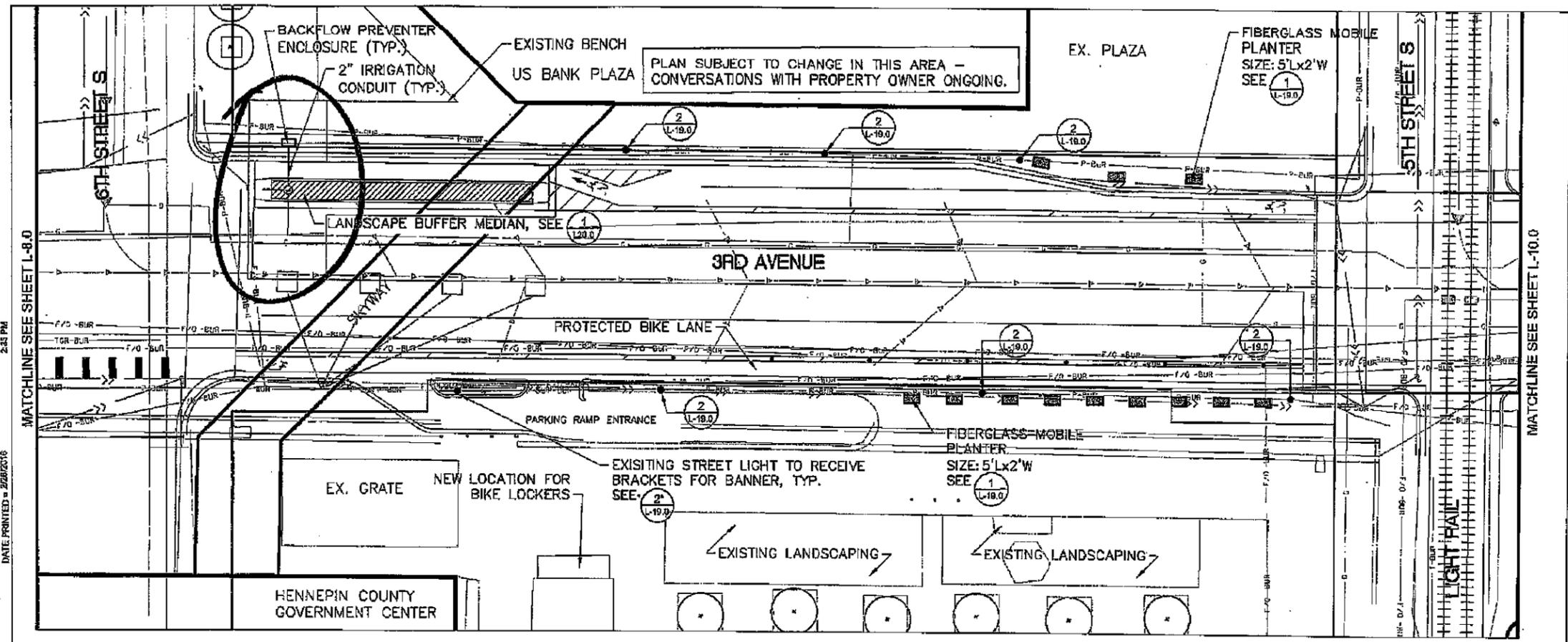
Minneapolis
Public Works

STREETSCAPE PLAN	
DRW: EMK	DATE: XX-XX-16
CHK: MK	DATE: XX-XX-16
APP: MK	DATE: XX-XX-16

3RD AVENUE S. REDESIGN

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GENERAL NOTES

1. COORDINATE FINAL LOCATION OF MOBILE PLANTERS WITH CITY AND LANDSCAPE ARCHITECT PRIOR TO PLACING.
2. COORDINATE ELECTRICAL SERVICES AND IRRIGATION WITH LARRY MOTSUMOTO.
3. REPAIR ANY DAMAGE DONE AS A RESULT OF LANDSCAPE OPERATIONS.
4. REFER TO LANDSCAPE NOTES AND PLANTING DETAILS.
5. REFER TO CONSTRUCTION PLANS FOR ROADWAY, PAVEMENT MARKINGS AND BIKE LANE IMPROVEMENTS.

LEGEND

- R.O.W. ASSUMED
- ORNAMENTAL TREE, SEE LANDSCAPE SCHEDULE
- CONCRETE PAVERS
- PLANTING AREAS SEE SHEETS L-20.0 THRU L-25.0
- MOBILE PLANTER SEE DETAIL
- EXISTING STREET LIGHT
- EXISTING STREET LIGHT WITH PROPOSED BANNER
- DETAIL # SHEET #

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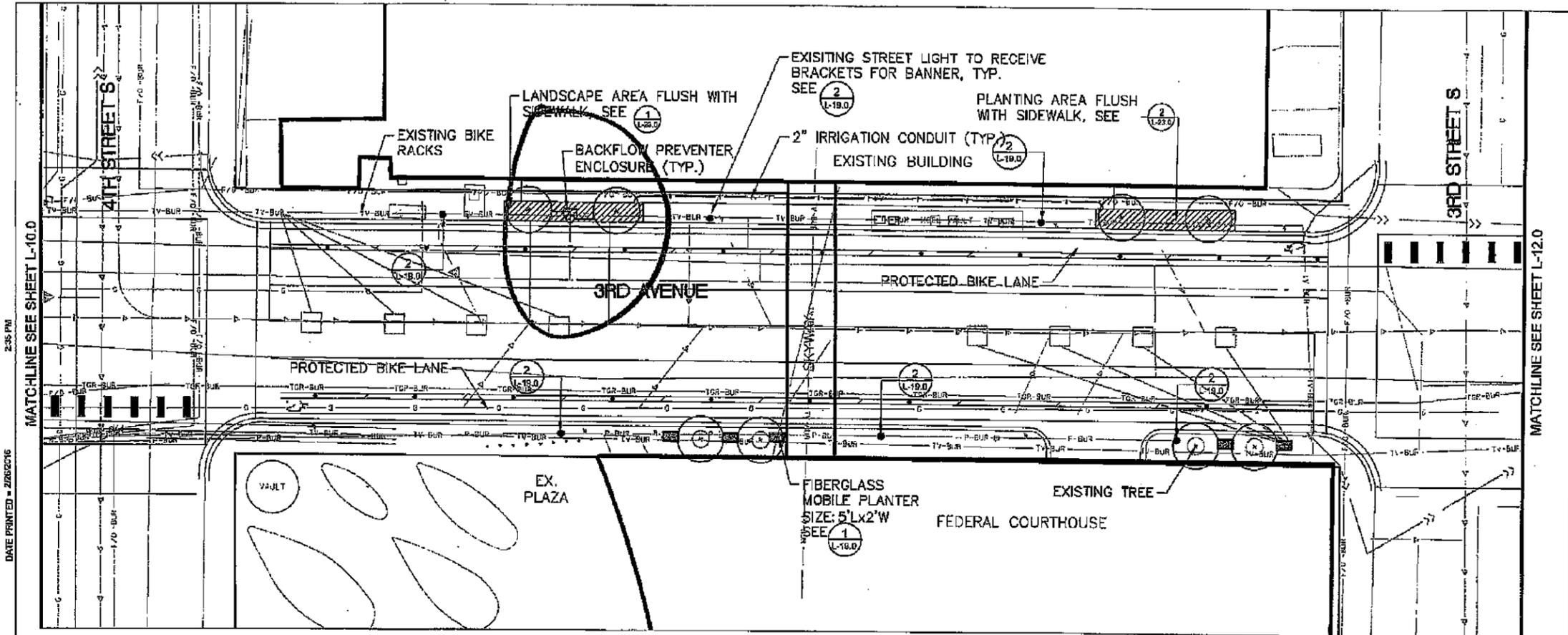
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STREETSCAPE PLAN			3RD AVENUE S. REDESIGN		L-9.0 OF L-24.0
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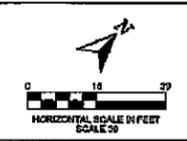
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LEGEND

- EXISTING TREE TO REMAIN
- R.O.W. ASSUMED
- PLANTING AREAS SEE SHEETS L-20.0 THRU L-28.0
- MOBILE PLANTER SEE DETAIL
- EXISTING STREET LIGHT
- EXISTING STREET LIGHT WITH PROPOSED BANNER
- DETAIL # SHEET #

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STREETScape PLAN		
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APP:	MK	DATE: XX-XX-16

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