

## Appendix Q – Effective November, 2012

### **Instructions for Construction Solicitations**

#### **Agency Authorized Construction Within the Certified Purchaser's ALP Authority Up to \$50,000**

The **maximum** dollar value for construction purchases following these instructions is \$50,000. An Agency can solicit and directly authorize construction provided that both cost limits and work scope are met as follows:

##### **Cost Limits**

Construction solicitations can be processed by certified agency purchasers up to the level of their delegated authority. The procedures are defined later in this document.

##### **Work Scope**

Construction solicitations must comply with the following.

- Limited to repair and/or replacement work only.
- Not required to be based on construction documents prepared and signed by design professionals (e.g. Architects, Engineers).
- Complies with all codes, standards, and trades requiring licensure. The agency must contact the Construction Codes & Licensing Division, <http://www.doli.state.mn.us/Ccld.asp>, if they need assistance to determine if any code related items need to be addressed (i.e. penetrations at fire-rated walls).
- Complies with the inspections required by any such code.

Note: The Agency is responsible for establishing the scope and project requirements for bidding, with Real Estate and Construction Services (RECS) involvement when necessary.

#### **Agency Prohibited Construction**

In addition to dollar amount limits, certain types of construction are always reviewed by Real Estate and Construction Services (RECS), formerly known as the State Architect's Office. This list is shown below. If agencies have any questions or concerns, they can ask RECS, <http://www.admin.state.mn.us/recs/>, for advice and/or assistance.

##### **Cost Limits**

RECS manages projects or assists with projects:

- All construction solicitations over \$50,000.
- Construction solicitations \$10,000-\$50,000 where Agency does not have ALP level authority.

##### **Work scope**

Construction Processed Only by Real Estate and Construction Services (RECS):

- Any new buildings, additions or remodeling.
- Any change in use of space (e.g., changing storage space to office space).
- Any revisions to exiting (including corridor walls and doors, sprinklers, smoke detectors).
- Any construction work required to be prepared and signed by a design professional (e.g. architect, engineer).

#### **CONSTRUCTION COST LIMITS:**

##### **\$2,500 or less**

For all construction work under \$2,500.01, a minimum of one price quote is required. Contact a TG/ED vendor when practical. TG/ED vendor directory is available at web address: <http://www.mmd.admin.state.mn.us/process/search/> Price quotes can be obtained via telephone, fax, in writing, or e-mail. Buyer must obtain a firm price prior to issuing an order. The terms and conditions must be included (use pages 5 - 12) and evidence of insurance provided. The purchasing file must be documented.

##### **\$2,500.01 - \$10,000**

For construction solicitations estimated to be between \$2,500.01 and \$10,000.00, the solicitation must be sent to a minimum of two contractors with a minimum of one solicitation sent to a TG/ED vendor if one is reasonably available. The Request for Quote Form (pages 5 - 12), which includes the required boilerplate Terms and Conditions, may be used instead of entering the solicitation into the Statewide Integrated Financial Tool (SWIFT) system. See Pages 2-3 & 11-12 for Prevailing Wage requirements, attach a prevailing wage rates list, and insert your agency's e-mail addresses to which to send the State of Minnesota Prevailing Wage Payroll and Compliance forms. The number of solicitations sent must be documented in the SWIFT Procurement Component in the purchase order Header Comments box. (Note: There are special instructions for Mn/DOT regarding Prevailing Wage reporting.)

## **Construction Cost \$10,000.01- \$50,000**

1. If the certified agency purchaser has \$10,000 ALP certification
  - Set up an OMR (Open Market Requisition) document type in the SWIFT Procurement Component and send to the appropriate AMS (Acquisition Management Specialist) listed on the MMD (Materials Management Division) website with the MMD entered as the Business Unit (BU number G0210).
  - A copy of the specifications must be reviewed by RECS.
2. If the certified agency purchaser has \$25,000 or \$50,000 ALP certification
  - Process the solicitation on an OMR (Open Market Requisition) document type in the SWIFT Procurement Component. Follow the instructions "To Create Solicitation in SWIFT" on Page 3.
  - A minimum of 3 solicitations are required with one sent to a TG/ED contractor if one is available.
  - The solicitation must be advertised on MMD's web site, <http://www.mmd.admin.state.mn.us/>. This is automatically done by SWIFT.
  - A copy of the specifications must be reviewed by RECS.

## **Construction Cost Above \$50,000**

All projects of \$50,000 will be sourced outside of SWIFT at this time. However, any contract issued will be created in SWIFT. Agencies will need to enter a CEO requisition with the appropriate buyer in RECS. [Mn/DOT, DNR, and Military Affairs have delegated authority to use their own architects/engineers and should use their own Buyer I.D.] Certified agency purchasers may also contact RECS for assistance with construction solicitations within their ALP level. This is also the procedure to request construction not authorized for agencies regardless of the dollar amount.

## **GENERAL CONSTRUCTION SOLICITATION REQUIREMENTS**

1. A construction solicitation is subject to all of the requirements for solicitations found in Sections 2.8-2.33 in the ALP manual.
2. All construction work needs insurance regardless of the cost. The solicitation document must require the vendor to furnish evidence of insurance coverage for liability, automobile and workers' compensation. Attach the General Insurance Requirements on pages 14-17 to the solicitation. The Certification of Insurance received must be marked clearly showing all the required coverages needed by the vendor performing construction for the state.
3. Prevailing wage rate printouts must be attached to the solicitation whenever the specifications include work for the erection, construction, remodeling, or repairing of a public building or other public work financed in whole or in part by state funds as follows:
  - A. When orders are issued in the amount of \$2,500 or more, where only one trade or occupation is required to complete the work; or
  - B. When orders are issued in the amount of \$25,000 or more, where one or more than one trade or occupation is required to complete the work.

ATTACH A CURRENT PRINTED COPY OF THE PREVAILING WAGE RATES LIST FOR THE COUNTY IN WHICH THE WORK IS TO BE PERFORMED. The current date on the printed rates sets the rates for the life of the purchase order. Instructions for printing them are below. Each document is 5 or 6 pages long; attach the entire list.

CHOOSE ONLY ONE, COMMERCIAL WAGE RATES OR THE HIGHWAY/HEAVY WAGE RATES (in rare instances residential rates may be required):

- A. Work that is on or attaches to a structure (including Group Homes) uses Commercial Wage Rates. Print them from this web address: <http://www.dli.mn.gov/LS/PrevWageComm.asp>
- B. Work that is completely outside (ex: parking lot repairs, curbs, pavement marking, etc.) with no structure involved uses Highway/Heavy Wage Rates. Print from this web address: <http://www.dli.mn.gov/LS/PrevWageHwyH.asp>.
- C. Residential construction or agricultural construction means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations. (rarely used)

Prevailing Wage Payroll reporting requirement are explained in Purchasing Policy 31. The prevailing wage laws are described in the buyer's text message AMPCRT (it is also printed on pages 11 -12). State agencies that issue a construction contract or a purchase order, whether against MMD price contracts (m-contracts) or under their ALP authority, for a state-funded construction project that meets the above statutory thresholds shall create E-mail

addresses to which the contractors will send the State of Minnesota Prevailing Wage Payroll Information Form in Microsoft Excel format and the Compliance Form in Adobe PDF format. THE E-MAIL ADDRESSES FOR 1) THE PURCHASING AGENCY AND 2) FOR THE PROJECT OWNER SHALL BE INCLUDED IN THE SOLICITATION DOCUMENTS.

THE PREVAILING WAGE PAYROLL INFORMATION FORMS THAT ARE SUBMITTED SHALL BE MAINTAINED BY THE CONTRACTING AGENCY FOR A MINIMUM OF THREE YEARS AFTER FINAL PAYMENT HAS BEEN MADE ON THE PROJECT. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer **vendor** questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651.284.5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.doli.state.mn.us/LS/PrevWage.asp> .

State **agency** questions about whether a project requires prevailing wages or which wage classifications should be used for a particular project should be submitted to the Department of Labor and Industry on the *Classification Clarification Request* form found at [www.doli.state.mn.us/LS/Pdf/pw\\_classclarificationrequest.pdf](http://www.doli.state.mn.us/LS/Pdf/pw_classclarificationrequest.pdf).

4. All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <http://www.taxes.state.mn.us/forms/ic134.pdf>
5. The following resources are available to agencies to discuss unique issues on projects:
  - Contact names at RECS for general project questions are available at <http://www.admin.state.mn.us/recs/>
  - The Hazardous Material Contract Specialist at RECS (i.e. surveys and abatement) is Patrick Klaren, 651.201.2384.

#### **INSTRUCTIONS:**

1. Construction projects may not exceed \$50,000 using these procedures and forms.
  - a. Projects less than \$10,000 can be processed using a fax response using the Request for Quotation Form in these instructions including the attached terms and conditions.
  - b. Projects from \$10,000 to \$50,000 must be processed through SWIFT.
  - c. A copy of the specifications must be reviewed by RECS.

#### **TO CREATE SOLICITATION IN SWIFT:**

- 1) Follow the Step-by-Step processing instructions for "Creating a RFX Event from a Requisition" available on the MMD website at <http://www.swift.state.mn.us/doc/procurement/grc/rfx-event.pdf>. Make sure that the event is advertised by checking the "Public Event" box in the "Bidder Invitations" link found in step 3 ("Select Bidders to Invite") on the "Create An Event/Event Summary" page.
  - 2) In SWIFT, create an Ad Hoc Document.
    - a) Follow the prompts for construction while creating an Ad Hoc Document.
    - b) Add the construction required text with insurance per the prompt.
    - c) Edit the Ad Hoc Document and insert your agency's email address for the purchasing agency and for the project owner into the Prevailing Wage text of the Special Terms and Conditions (or include it on the purchase order). The contractors are to submit the Prevailing Wage Payroll form and Compliance form to both those e-mail addresses.
    - d) ***IF*** the project is using any Federal Funds and is over \$25,000, then you ***MUST*** include the Buyer's Message (AMPGFR).
    - e) You must also select the most appropriate award statement.
  - 3) If less than \$10,000, the printable version of the solicitation which follows may be used.
  - 4) Attach the appropriate prevailing wage rates list, see pages 2-3 for requirements.
  - 5) Receive correctly completed and signed insurance certificate before issuing purchase order.
  - 6) Receive correctly completed and signed IC-134 form prior to making payment.
2. If any changes are made to the work described in the solicitation, an addendum must be prepared and mailed or faxed to everyone who has received a copy of the solicitation.
  3. Create a response tabulation sheet for each project when the responses are opened.
    - a. Check that the solicitation is signed, any alterations in the price are done correctly and initialed, and check if the contractor is an eligible Veteran or a TG/ED contractor. The eligible TG/ED contractor matrix for construction is shown on the next page:

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION**

**TABLE OF GROUPS EXPERIENCING DISPARITY  
IN STATE OF MINNESOTA PURCHASING & CONTRACTING  
CONDUCTED UNDER MINN. STAT. CHAPTER 16C**

(Based on the 2009 Disparity Study)

	<b>Construction Prime Contracts</b>	<b>Construction Subcontracts</b>	<b>Professional Services</b>	<b>Other Services</b>	<b>Goods &amp; Supplies</b>
African American	X	X			X
American Indian	X	X	X		X
Asian American	X		X		X
Hispanic American	X	X	X	X	X
Nonminority Women	X	X	X	X	X
Disabled	X	X	X	X	X

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- b. Only give the preference to ELIGIBLE TG, ED, or Veteran Owned contractors according to the matrix.
  - c. If you have an eligible TG contractor, add 6% to each of the other responses to determine the lowest response.
  - d. If you have an eligible ED contractor, add 4% to each of the other responses to determine the lowest response.
  - e. If you have a registered and certified Veteran Owned contractor, add 6% to each of the other responses to determine the lowest response.
  - f. If you have a combination of eligible ED and TG/Veteran Owned contractors, see Purchasing Policy 35.
4. Make the award by creating the purchase order (PO) to the lowest responder.
5. Construction Purchase Order Requirements: The following language should be added to the description on the construction purchase order to alert accounts payable staff that the IC 134 form is necessary prior to payment and to confirm the completion date. This can be typed as a comment in SWIFT before the purchase order is dispatched. On the "maintain purchase order/purchase order" page select the add comments link in the header section and add language in comments text box. Select the "show at voucher" and "show at receipt". Then click on ok.

ADD the following to the purchase order:

*The project shall be completed by \_\_\_\_\_ (date) \_\_\_\_\_.*

*Attn Contractor and Accounts Payable: Payment. The Contractor shall provide an IC 134 – 'Withholding Affidavit for Contractor' to the state agency along with the request for final payment/invoice.*

Optional – if the email addresses for prevailing wage reports were not listed in the solicitation, then list them on the purchase order.

*Attn Contractor: The email addresses referenced in the Special Terms and Conditions, Prevailing Wage Payroll Information are: (insert Purchasing Agency and Project Owner prevailing wage email addresses here).*

This form can be used, mailed or faxed to contractors for projects estimated at **less than \$10,000**.

REQUEST FOR BID  
(this is not a purchase order)

STATE OF MINNESOTA  
AGENCY NAME \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_ PH. \_\_\_\_\_

Contractor address: \_\_\_\_\_  
\_\_\_\_\_

RETURN SOLICITATIONS TO: \_\_\_\_\_  
\_\_\_\_\_

FAX NO. \_\_\_\_\_

Dates shall be listed in the sequence of month/date/year  
Times shown are based on the Central Time Zone, USA

**MUST BE RECEIVED NO LATER THAN:**  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

CONSTRUCTION REQUISITION TITLE: \_\_\_\_\_

**SOLICITATION RESPONSE INSTRUCTIONS:**

1. Read the entire solicitation including all terms, conditions, and specifications. All attached terms, conditions, and specifications apply to any subsequent award. Complete all applicable areas.
2. Solicitation responses must contain the signature of an authorized agent empowered to bind the Vendor in a contract.
3. Solicitation responses must be submitted on this form unless otherwise stated in the solicitation.
4. For a "no response", return only this page signed and marked "no response". Failure to respond may result in being removed from the Vendor's list.
5. Solicitation responses will be considered to be in strict compliance with the specifications, and the Vendor will be held responsible therefore; unless the Vendor clearly indicates any deviation from the specifications.
6. The State of Minnesota reserves the right to reject any or all solicitation responses or portions thereof; to waive any irregularities or informalities in solicitation responses received; and to cancel the solicitation if it is considered to be in the State's best interest.
7. Solicitation responses submitted are irrevocable offers for 60 days following submission deadline date unless otherwise stated in the solicitation terms. Solicitation responses may be modified or withdrawn prior to the time and date set forth above. After the time set forth above, no solicitation responses may be withdrawn or modified.
8. Prices must be submitted in United States currency.

The undersigned, being familiar with the local conditions affecting the cost of the work and with the contract documents, including the Solicitation Form, Specifications, Drawings, and Addenda, and in accordance with the provisions thereof, hereby proposes to furnish all labor and materials and equipment necessary for completion of the work.

**BASE PRICE:** \$ \_\_\_\_\_ *(numeric dollar amount)*

**BUILDING CONSTRUCTION CONTRACTOR REGISTRATION NO.:** \_\_\_\_\_

Or

**LICENSE NO.:** \_\_\_\_\_ **TYPE OF LICENSE:** \_\_\_\_\_

I/We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a solicitation response; that this solicitation response has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this solicitation response has not been knowingly disclosed prior to the opening of solicitation responses of any other vendor or competitor; and that the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Company Name (type or print) Authorized Signature Date

\_\_\_\_\_  
Mailing Address (if different than above) Name and Title (type or print)

**Terms and conditions are attached:**

## STANDARD TERMS AND CONDITIONS:

### 1. **\*\*INFORMAL BID (REQUEST FOR QUOTATION)**

The words "Signature (in ink)" when used in this solicitation include signature stamps, photocopies of signatures, and facsimile signatures. Responders may be required to confirm these signatures in writing when notified. Responses transmitted to \_\_\_\_\_ over a facsimile machine will be accepted. The fax number is \_\_\_\_\_.

2. **INQUIRIES:** Direct all correspondence, inquiries, legal questions, general issues, or technical issues regarding this solicitation to the contact name on page 1 of the solicitation.
3. **ADDENDA TO SOLICITATION:** Changes to the solicitation will be made by written addendum. Any addendum issued will become part of the solicitation. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person. Only changes made via addendum will be valid.
4. **SPECIFICATIONS:** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted. When brand name or manufacturer's numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the solicitation states: "No Substitute." Responses will be considered on other makes, models, or brands having comparable quality, style, and performance characteristics. Alternate equipment is subject to approval and must be available for demonstration. Samples may be required prior to award. Alternate responses offering lower quality will not be considered. All specifications are for new equipment unless otherwise noted in the solicitation. Responders must clearly indicate if they are offering other than new equipment. The State reserves the right to reject any or all responses that are not an approved equal.

Responders are cautioned that by taking any exception they may be materially deviating from the solicitation. If a responder materially deviates from the general terms and conditions, special terms, conditions and specifications, the response may be rejected.

5. **MATERIAL DEVIATION:** The responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

A material deviation is an exception to the solicitation general or special terms and conditions that:

- gives the Responder taking the exception a competitive advantage over other responders, or
- gives the State something significantly different from that which the State requested.

6. **DELIVERY:** The solicitation shows the expected delivery date to the requisitioning agency. If the responder cannot meet the stated delivery date, an alternate delivery schedule may be offered. The use of an alternate delivery offer may become a factor in the award. The State reserves the right to reject a lower-priced response that offers delayed or protracted delivery in favor of a higher-priced response offering a more timely delivery. Such responders are obligated to deliver within the quoted lead times.
7. **PAYMENT:** Minn. Stat. § 16a.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 Days."
8. **CASH DISCOUNT TERMS:** Prompt payment discounts offered for payment in less than 30 days will not be considered in making the award. Prompt payment discounts offered with net 30 payment terms will be considered in making the award. The date from which discount time is calculated shall be the date of receipt of the invoice, receipt of shipment or date of acceptance, whichever is later. If testing is performed, however, then the date shall be the date of acceptance of the goods or services.
9. **PUBLICITY:** The Contract Vendor shall not make any representation of the State's opinion or position as to the quality or effectiveness of the product and/or services that are the subject of the Contract without the prior written consent of the State's authorized representative. "Representations" include, but are not limited to, publicity, advertisements, notices, press releases, reports, signs, and similar public notices.
10. **COPYRIGHT:** The responder shall save and hold harmless the State of Minnesota, its officers, representatives, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
11. **TG/ED VENDOR PREFERENCE:** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses will receive a six percent preference and certified economically disadvantaged (ED) businesses will receive a six percent preference, except for construction which will receive a four percent preference, on the basis of award for this solicitation. The preference is applied only to the first \$500,000 of the response. Eligible TG/ED businesses must be certified by the materials management division prior to the solicitation opening date and time. To verify TG eligibility and certification, or ED certification, refer to the MMD web site at <http://www.mmd.admin.state.mn.us/mn02001.htm>, or call the Materials Management Division's helpline at 651.296.2600. Persons with a hearing or speech disability may contact us by calling Minnesota Relay at 711. To verify TG/ED certification, refer to the Materials Management Division's web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference refer to Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600. For TTY/TDD communication contact the Division through the Minnesota Relay Service at 800.627.3529.

12. **VETERAN-OWNED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or

(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

### VETERAN-OWNED PREFERENCE FORM

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return this form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

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**I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:**

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

**Yes**  **No** (must check yes or no) **State the type of documentation attached:** \_\_\_\_\_

**DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:**

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

**State the type of documentation attached:** \_\_\_\_\_

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

**State the type of documentation attached:** \_\_\_\_\_

(3) any other veteran-owned small businesses certified under Minnesota Statute Section 16C.19, paragraph (d).

**State the type of documentation attached:** \_\_\_\_\_

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.**

13. **LAWS AND REGULATIONS:** Any and all goods and services offered and furnished must comply fully with all local, state, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination.
14. **GOVERNING LAW:** The solicitation and the Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
15. **CERTIFICATION OF NON COLLUSION:** By submitting a response to the solicitation, I hereby swear (or affirm) under penalty of perjury:
  - a. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership) or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
  - b. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;
  - c. That the contents of the solicitation response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any other individual prior to the official opening of the response.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

16. **DISPOSITION OF RESPONSES:** All materials submitted in response to this solicitation will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this solicitation that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
  - a. Clearly mark all trade secret materials in its response at the time the response is submitted;
  - b. Include a statement with its response justifying the trade secret designation for each item, and;
  - c. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a Contract. In submitting a response to the solicitation, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to solicitation, for a minimum of seven years. The State will not consider the prices submitted by the responder to be trade secret materials.
17. **JURISDICTION AND VENUE:** This solicitation and the Contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
18. **ASSIGNMENT:** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
19. **COPYRIGHTED MATERIAL WAIVER:** The State reserves the right to use, reproduce, and publish responses in any manner necessary for State agencies and local units of government to access the responses including but not limited to, photocopying, State intranet/internet postings, broadcast faxing, and direct mailing. In the event the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.
20. **STATE AUDIT:** Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract must be made available to and subject to examination by the legislative auditor and/or the State auditor for a minimum of six years after the end of the Contract.

21. **NOTICE TO RESPONDERS:** Pursuant to Minn. Stat. § 270C.65, subd. 3, Minnesota Contract Vendors are required to provide their Minnesota tax identification number and federal employer identification number (or Social Security number). Non-Minnesota Contract Vendors are required to provide their federal employer I.D. number (or Social Security number) only. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent State tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
22. **HAZARDOUS SUBSTANCES:** To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with material safety data sheets regarding those substances. A copy must be included with each delivery.
23. **INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY:** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

The State agrees that the Contract Vendor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to the Contract Vendor's obligation to indemnify, and hold the State harmless against intellectual property infringement claims. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

24. **DEFAULT:** A State purchase order constitutes a binding contract. All commodities furnished will be subject to inspection and acceptance by the requisitioning entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, defaults in contracted delivery, or failure to meet specifications in the purchase order and/or the solicitation authorize the State contracting agency to cancel the award or any portion of it, purchase elsewhere, and charge the full increase, if any, in cost and handling to the defaulting Contract Vendor. A Contract Vendor may be removed from the State's vendor list or suspended or debarred from receiving awards for consistent failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on defaulted Contracts.
25. **GOVERNMENT DATA PRACTICES:** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the rules of public access to records of the judicial branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the rules of public access to records of the judicial branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the rules of public access to records of the judicial branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

26. **ORGANIZATIONAL CONFLICTS OF INTEREST:** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- A Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
  - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
  - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the assistant director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the

conflict to the State's authorized representative, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "State's authorized representative" modified appropriately to preserve the State's rights.

27. **PUBLIC INFORMATION:** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. Contact the person listed on the front page of the solicitation for award information.
28. **ANTITRUST:** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
29. **PRODUCTS CONTAINING CERTAIN TYPE OF POLYBROMINATED DIPHENYL ETHER BANNED:** By signing and submitting a response to this solicitation, contractor/responder certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.
30. **STATE EMPLOYEE PARTICIPATION:** When applicable, in compliance with Minn. Stat. §§ 16C.08 for professional/technical (P/T) services and 16C.09 for non P/T services, the availability of this contracting opportunity is being offered to State employees that are already doing the work in question. The State will evaluate the response of any State employee, along with the other responses to the solicitation. After the solicitation has been issued, if a State agency is identified as being able and available to perform the task outlined in the solicitation, the State reserves the right to cancel the solicitation in its entirety. Pursuant to Minn. Stat. §§ 16C.08 and 16C.09, the State may not enter into a contract that includes services with a vendor if the Contract Vendor, and/or its agents are State employees. By submitting a response to the solicitation, the responder hereby certifies that its company and/or its agents will not be State employees.
31. **PREVAILING WAGE:** If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds, it is subject to prevailing wage laws in accordance with Minn. Stat. §§ 177.30-.32, 177.41-.44, subds. 16b, and 16c, and corresponding Minn. R. 5200.1000 to 5200.1120. The contractor is solely responsible for payment of any and all required prevailing wage rates. In accordance with Minn. Stat. §§ 177.30(4), 177.31, and 177.32 there are contractor and subcontractor liabilities for failure to adhere to prevailing wage laws. For questions regarding the prevailing wage laws, contact the Department of Labor and Industry at 651.284.5091.
32. **ENVIRONMENTAL CHARACTERISTICS FOR REPORTING PURPOSES.** The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code.

The environment codes are:

EE = energy efficient	RB = rebuilt
EM = remanufactured	WC = water conserving
LT = less toxic	RC = recycled content (postconsumer _____%)
RE = repair	RK = reduced packaging
PB = plant based	MU = multiple codes (specify: _____)
US = used	TO = other (specify: _____)

For environmental code definitions see the web site at: [www.mmd.admin.state.mn.us/envirncodes1.htm](http://www.mmd.admin.state.mn.us/envirncodes1.htm)

- Enter the appropriate environmental code for each item offered, either after the description of the item or after the price.
  - If all goods and services offered are the same environmental code, enter it here: \_\_\_\_\_
  - If none of the items being offered have environmental characteristics, please check here \_\_\_\_\_ and initial here: \_\_\_\_\_.
  - Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.
  - Does your product contain mercury? Yes \_\_\_\_\_ No \_\_\_\_\_
  - If yes, list the components that contain mercury: \_\_\_\_\_
33. **PRICING OFFERED IN RESPONSE:** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.
  34. **FEDERAL DEBARMENT:** By submission of its response, the responder certifies that neither it nor its principals is presently debarred or suspended by any federal department or agency; or if the amount of this response is equal to or in excess of \$25,000 that neither it nor its principals, nor its subcontractors receiving subawards equal to or in excess of \$25,000 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, the responder must attach an explanation to its response.

35. **STATE REQUIREMENTS:** The Contract Vendor is responsible to present information to the ordering State agency regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under the contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the non-visual access standards (Minn. Stat. § 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a postconsumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.
36. **UNDILUTED COAL TAR SEALERS.** By signing and submitting a response to this solicitation, the Contractor/Responder is certifying that undiluted coal tar sealers are not included in their response. Undiluted coal tar sealers are defined as any sealant containing coal tar that has not been mixed with asphalt and is intended for use on asphalt surfaces, including driveways and parking lots. See Minn. Stat. Sec. 116.201.

## **CONSTRUCTION TERMS AND CONDITIONS:**

### **1. QUALITY**

#### **A. WORKMANSHIP:**

Employ workman skilled and experienced for the specific task required. Licensed journeyman shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when the work is progressing.

**B. LICENSES:** The State reserves the right to reject a response if the responder fails to provide the State adequate documentation of any required license. The State reserves the right to verify any required license prior to final award and at anytime during the work.

#### **C. MATERIALS AND SYSTEMS:**

All materials, equipment, fixtures, apparatus, etc., shall be new unless specifically indicated otherwise. Materials, equipment, etc., specified must be manufactured, installed or applied in accordance with the directions of the manufacturer, governing association and/or laws, unless specifically shown otherwise. The generally recognized governing association guidelines and instructions will be the basis for review whether or not contractor or manufacturer subscribes or belongs to said association.

### **2. BUILDING CONSTRUCTION CONTRACTOR REGISTRATION**

- A. Minn. Stat § 181.723 as amended (Minn. Laws, chapter 295) requires Contractors and Subcontractors that provide commercial or residential building construction or improvement services in Minnesota to be registered with the Minnesota Department of Labor and Industry unless they are already licensed, certified or registered by the Minnesota Department of Labor and Industry (DLI). Contractors are required to have a Building Construction Contractor Registration No. prior to receiving a Contract Award.
  1. Building construction contractors, including independent contractors, subcontractors, and business entities providing public or private sector commercial or residential building construction or improvement services are required to be register with the Department of Labor and Industry (DLI).
  2. The registration requirement does not apply to workers and businesses that are already licensed, registered or certified with the Department of Labor and Industry (DLI), nor does it apply to employees.
  3. No fee will be charged for initial registration.
  4. Registration shall be done online and requires information about the business and its owners and officers. This information is critical to enforcement activities of the Department of Labor and Industry (DLI), Department of Employment and Economic Development (DEED), and the Department of Revenue and is the same information currently required for licensed residential building contractors, electrical contractors, and plumbing contractors.
  5. General or Prime Contractors will be able to verify that subcontractors are registered on the searchable Department of Labor and Industry Contractor Look-Up web site.
  6. The law provides for penalties for failure to register, hiring unregistered contractors, misclassifying employees and coercing others to form a business entity. The penalty for failing to register will be forgiven if registration is achieved within 30 days, during the pilot project.
  7. The Building Construction Contractor Registration replaces the Independent Contractor Exemption Certificate program (ICEC).

- B. For additional information and to register go to [www.dli.mn.gov/register](http://www.dli.mn.gov/register) or contact the Department of Labor and Industry (DLI) at 651.284.5074 or email: [dli.register@state.mn.us](mailto:dli.register@state.mn.us).
3. **PAYMENT.** Prior to final payment, the Contractor shall deliver an IC 134 - Withholding Affidavit for Contractor to the state agency along with the request for final payment/invoice.
  4. **ALTERATIONS.** A response containing an alteration or erasure (this includes, but is not limited to using correction fluid and typewriter correction tape to make the alteration) of any price contained in the response that is used in determining the lowest responsible responder must be rejected unless the intended result of the alteration or erasure is clear and the alteration is authenticated by an authorized representative of the responder. An alteration or erasure may be made by crossing out the price information to be altered and printing or typing the correction in ink adjacent to the crossed-out information. Any alteration or erasure, however done, must be rejected unless it is initialed by an authorized representative of the responder before the scheduled solicitation opening.
  5. **SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.
  6. **SITE VISIT.** All vendors shall visit the site of the project, take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. Ignorance of site conditions will not be the basis for any change order request.
  7. **LAWS AND REGULATIONS.** Any and all services, articles, or equipment offered and furnished shall comply fully with all local, state, and federal laws and regulations, including MN. Stat. 181.59, prohibiting discrimination, and MN. Stat. 177.42 - 177.44, concerning prevailing wages.
  8. **NO ASBESTOS.** No asbestos containing materials shall be brought on the project site, installed on the project, or used in the installation of work on the project.
  9. **HAZARDOUS MATERIALS.** The Contractor is responsible for compliance with any requirements included in the solicitation regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the solicitation and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and the Owner will have the materials removed under a separate contract.
  10. **PERMITS AND INSPECTIONS.** The Contractor shall obtain all necessary permits/inspections required for the work and include the cost in their response.
  11. **SALES & USE TAX.** In submitting the bid the responder is understood to have included in the bid price any applicable State or Federal sales, excise or use tax on all materials, supplies, and equipment that are to be utilized on this project.
  12. **WARRANTY.** The Contractor shall provide a one-year warranty which includes labor and materials, unless otherwise stated in the specifications or if there is an extended manufacturer's warranty. The Contractor shall repair or replace defective materials that fail within the warranty period. The warranty period shall not commence until final acceptance by owner.
  13. **INSURANCE.** Each bidder should include with their bid proof of insurance for general liability, automobile liability, and workers compensation. Failure to do so may result in rejection of the bid. A completed Certificate of Insurance is required prior to final award and **before the work can begin.**
  14. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the solicitation document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the buyer prior to the response due date and time.
  15. **AWARD--GENERAL**  
Award will be made to the lowest responsible vendor meeting all terms, conditions, and specifications.

## 16. PREVAILING WAGE REQUIREMENTS.

**Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.**

It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available and that persons working on public works be compensated according to the real value of the services they perform. It is therefore the policy of this state that wages of laborers, workers, and mechanics on projects financed in whole or part by state funds should be comparable to wages paid for similar work in the community as a whole.

**Applicability.** This section does not apply to a contract, or work under a contract, under which:

- (1) the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it, or
- (2) the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

The prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week. Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly on the project work site by the Contractor or any subcontractor, agent or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area." Nothing in this Contract shall be construed as prohibiting the Contractor or subcontractor paying a higher negotiated wage rate. This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. All laborers, workers, and mechanics must be paid the prevailing wage rate for work performed on the project. If the wage certification or published prevailing wages do not include a rate for a classification of work used on the project, the contractor shall contact the Department of Labor and Industry to obtain a rate.

In accordance with Minnesota Statutes 177.30 Sub. 4 and 177.43 Sub. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the following E-mail addresses: (STATE AGENCIES insert both their E-mail addresses here).

The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at [www.mmd.admin.state.mn.us/mn02000.htm](http://www.mmd.admin.state.mn.us/mn02000.htm). Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement with the exception of Mn/DOT (see below).

These completed forms must be furnished not more than 14 days after the end of each pay period.

The Subject Line on the Contractor's and Subcontractor's E-mail must show the Firm name and the Contract Number or Purchase Order Number and the pay period ending date.

Failure to maintain records as required by Minnesota Statutes 2008, Section 177.30 may be fined up to \$1,000 for each failure to maintain said records. This penalty is in addition to any penalties provided under section 177.32, Subd. 1. Contractors and subcontractors must keep these records for three years after the contracting authority has made final payment on the public works project.

The Contractor is solely responsible for payment of all required Prevailing Wage rates. Further, the State will not be liable for increased labor cost, errors in the rates or classifications, or changes to same prior to the awarding of Contracts. Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates are included in this specification. Said wage rates must be posted in at least one conspicuous place for the employees working on the project.

Any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be subject to fine and imprisonment. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense

In accordance with Minnesota Statutes 177.43, sub. 6a, upon issuance of a notice of a compliance order and withholding order issued by the Department of labor and Industry to the Contractor of subcontractor or another employer pursuant to section 177.27, sub. 4 for violation of sections 177.41 to 177.44, the Owner, as the contracting authority shall withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the owner must withhold the sum ordered until the compliance order has become a final order and has been fully paid or otherwise resolved by the Contractor.

***IF YOU HAVE QUESTIONS REGARDING THE PREVAILING WAGE LAWS, CONTACT THE DEPARTMENT OF LABOR AND INDUSTRY AT 651.284.5091.***

**FOR Mn/DOT BUYER USE ONLY**

**HOW TO PROVIDE INFORMATION FOR MNDOT BUILDING CONSTRUCTION PROJECTS:**

To meet Minnesota Statute §177.43 requirements, the contractor and subcontractor(s) shall submit payroll forms according to MnDOT (Labor Compliance Unit, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements as shown.

After receiving orders from MnDOT, Contractors are required to provide payroll information in the time frame specified by Statute and in the method specified by Mn/DOT.

**MnDOT PREVAILING WAGE PAYROLL REPORTING REQUIREMENT**

To meet Minn. Stat. § 177.43 requirement, the Contractor and Subcontractor(s) shall submit payroll forms according to MnDOT ( Labor Compliance Unit, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

- A. All contractors shall submit a payroll statement to the department (Minn. Stat. § 177.44, Subd. 7). The statement shall be submitted based on the contractor's payment schedule. If a contractor pays its employees weekly, a payroll statement shall be submitted weekly. If a contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT Contract Administration Manual, Section .320). All contractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. § 181.10).

Each statement submitted shall include all employees that performed work under this contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 10 and Minn. Stat. § 177.30):

1. Contractor's name, address, and telephone number.
  2. State project number.
  3. Payroll report number.
  4. Project location.
  5. Workweek ending date.
  6. Name, social security number, and home address for each employee.
  7. Labor classification(s) and/or three-digit code for each employee.
  8. Hourly straight time and overtime wage rates paid to each employee.
  9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
  10. Authorized legal deductions for each employee.
  11. Project gross amount, weekly gross amount and net wages
- B. Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1 - 11) of this section. However, contractors needing a payroll form may utilize the "front side" of the U.S. Department of Labor's, WH-347-Payroll Form. This form is available by visiting the Labor Compliance website ([www.dot.state.mn.us/const/labor/](http://www.dot.state.mn.us/const/labor/)).
- C. All payroll records must be accompanied with a completed and signed MnDOT, 21658 - Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 10).
- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed (Minn. Stat. § 177.30(1)(2)(3)(4)).
- E. The Prime Contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).
- F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate, detailed earnings statement (Minn. Stat. § 181.032).
- G. Upon request from the Minnesota Department of Labor and Industry (MN/DOLI) or the Department, the Prime Contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions (Minn. Stat. § 177.44, Subd. 7 and Minn. Rules 5200.1106, Subpart 10).
- H. At the department's discretion, the project engineer may administer the submission of payroll records according to MnDOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MnDOT Contract Administration Manual, Section A(4)(d).
- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available on-line at: <http://www.dot.state.mn.us/const/labor/documents/contractdocs/specprodivastate.pdf> .

***(BUYER: ATTACH THESE REQUIREMENTS TO SOLICITATION. DELETE POLLUTION INSURANCE IF NOT NEEDED FOR YOUR PROJECT, SEE INSTRUCTIONS TO BUYERS IN RED ITALICS.)***

## **CONSTRUCTION INSURANCE REQUIREMENTS**

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Contract.

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor, under this Contract, can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies shall remain in force and effect throughout the term of the Contract.

### **REQUIREMENTS FOR THE CONTRACTOR:**

The Contractor's policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Contract.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

### **NOTICE TO THE CONTRACTOR:**

The failure of the State of Minnesota to obtain Certificate(s) of Insurance, for the policies or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and the Owner retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, all insurance policies must be open to inspection by the state, and copies of policies must be submitted to state's authorized agent upon written request.

### **NOTICE TO INSURER:**

The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance. Contractor's insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claim payments based on any assumption that they are protected by immunity of the State.

### **POLICY REQUIREMENTS:**

#### **1. WORKERS' COMPENSATION INSURANCE:**

- A. Contractor shall provide workers' compensation insurance for all employees and shall require any Subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:
  - a. Part 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits of not less than:
    - \$100,000 – Bodily Injury by disease per employee
    - \$500,000 – Bodily Injury by disease aggregate
    - \$100,000 – Bodily Injury by accident
  - b. Coverage C: All States Coverage
  - c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
  - d. A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contactor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

- B. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contractor from MN Workers' Compensation requirements.

If, during the course of the Contract, the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

## 2. **AUTOMOBILE LIABILITY INSURANCE:**

The Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

- A. Minimum Limits of Liability:  
\$2,000,000 - Per Occurrence combined Single Limit Bodily Injury and Property Damage
- B. Coverages:
- Owned Automobile
  - Non-owned Automobile
  - Hired Automobile
  - Waiver of subrogation in favor of the State of Minnesota

*[NOTE to Purchasing Agent: If the two pollution endorsements listed below are not required for the project that is being bid, then delete the endorsements from this page. If the Contractor is not hauling pollutants, the CA 9948 and the MCS 90 endorsements are not necessary.]*

- CA 9948 Endorsement – Pollution Liability – Broadened Coverage (or equivalent)
  - CA 9948 is an endorsement that is attached to an Automobile Liability policy for Contractors who are handling pollutants. This endorsement extends the Automobile Liability policy to cover liabilities incurred as a result of the discharge, dispersal, seepage, migration, release or escape of pollutants that are part of the contract work, which are being transported, towed by, handled, stored, disposed of or processed in or upon a covered vehicle, if they are upset or overturned.
- MCS 90 Endorsement
  - MCS-90 is an endorsement that is attached to the Automobile Liability policy of motor carriers as set forth by the Motor Carrier Act of 1980. The endorsement assures compliance by the insured, within the limits stated therein, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

## 3. **COMMERCIAL GENERAL LIABILITY:**

The Contractor shall maintain insurance to cover claims arising from operations under this Contract, whether such claims are by the Contractor, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this Contract.

- A. Minimum Limits of Liability:  
\$2,000,000 - Per Occurrence  
\$2,000,000 - Annual Aggregate  
\$2,000,000 - Annual Aggregate applying to Products and Completed Operations  
\$ 50,000 - Fire Damage (any one fire)  
\$ 5,000 - Medical Expense (any one person per occurrence)
- B. Coverages
- Premises and Operations Bodily Injury and Property Damage
  - Personal Injury & Advertising Injury
  - Products and Completed Operations Liability
  - Contractual Liability as provided in ISO form CG 00 01 10 01 or its equivalent.
  - Pollution exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 10 01 or equivalent
  - Explosion, Collapse, and Underground (XCU) perils
  - Broad Form PD

- Independent Contractors – Let or Sublet work
- Waiver of Subrogation in favor of the State of Minnesota
- Owner named as an Additional Insured, by endorsement, ISO Forms CG 20 10 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible.

#### UMBRELLA OR EXCESS LIABILITY

An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the Contract.

*[NOTE TO PURCHASING AGENCY: If pollution liability insurance is not required for the project that is being bid, then delete the following requirement from this page.]*

#### POLLUTION LIABILITY INSURANCE

The Contractor shall maintain Pollution Liability insurance (or equivalent pollution liability coverage endorsed on another form of liability coverage, such as general liability or professional errors and omissions policy) and in case any work is subcontracted, the Contractor will require the subcontractor to provide Pollution Liability insurance, unless the requirement is noted as waived in these specifications for specific types of work. Unless otherwise specified, the insurance minimum limits of liability shall be as follows:

\$2,000,000 – Per Occurrence  
\$2,000,000 – Annual Aggregate

The following coverages shall be included:

- Policy will include non-owned disposal site Pollution Liability.
- Policy will not contain a lead exclusion.
- Waiver of subrogation in favor of the State of Minnesota

Officers and Employees of the State of Minnesota shall be named as Additional Insureds, by endorsement, ISO Forms CG 20 10 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible.

<b>CERTIFICATE OF LIABILITY INSURANCE</b>							DATE (MM/DD/YY) Date Cert. Typed	
PRODUCER  Agent/Broker Name & Address				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS IN THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED  Contractor/Vendor Name & Address				INSUREERS AFFORDING COVERAGE				
				INSURER A: " " " " " "				
				INSURER B: " " " " " "				
				INSURER C: " " " " " "				
				INSURER D: " " " " " "				
				INSURER E: " " " " " "				
<b>COVERAGES</b>								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ( ) NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> XCU PERILS <input checked="" type="checkbox"/> BROAD FORM PD <input type="checkbox"/> DEDUCTIBLE BI AND/OR PD ____ GENERAL AGGREGATE APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Effective date of policy	Expiration date of policy	EACH OCCURENCE		\$2,000,000	
					FIRE DAMAGE (Any one fire)		\$ 50,000	
					MED EXP (Any one person)		\$ 5,000	
					PERSONAL & ADVERTISING INJURY		\$2,000,000	
					GENERAL AGGREGATE		\$2,000,000	
					PRODUCTS-COMP/OP AGG		\$2,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> * CA 99 48 Endorsement <input checked="" type="checkbox"/> * MCS-90 Endorsement	Policy Number  *If required in solicitation.	Effective date of policy	Expiration date of policy	COMBINED SINGLE LIMIT (Ea accident)		\$2,000,000	
					BODILY INJURY (Per person)		\$	
					BODILY INJURY (Per accident)		\$	
					PROPERTY DAMAGE (Per accident)		\$	
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number <i>(**Excess/Umbrella may be used to supplement the GL &amp; Auto limits, to satisfy policy limits requirements.)</i>	Effective date of policy	Expiration date of policy	EACH OCCURENCE		\$	
					AGGREGATE		\$	
							\$	
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Effective date of policy	Expiration date of policy	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER		
					E.I. EACH ACCIDENT		\$100,000	
					E.I. DISEASE-EA EMPLOYEE		\$100,000	
					E.I. DISEASE - POLICY LIMIT		\$500,000	
E	* POLLUTION LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NON-OWNED DISPOSAL SITES <input checked="" type="checkbox"/> NO LEAD EXCLUSION	Policy Number  *If required in solicitation.	Effective date of policy	Expiration date of policy	Each Occurrence		\$2,000,000	
					Aggregate		\$2,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS								
RE: State Project _____ Purchase Order # _____								
- The State of Minnesota is named as an Additional Insured on a primary and non-contributory basis under Commercial General Liability and *Pollution Liability (ISO Forms CG 20 10 & CG 20 37 or equivalent).								
- A waiver of subrogation applies in favor of the certificate holder on all policies listed above.								
CERTIFICATE HOLDER		X ADDITIONAL INSURED; INSURER LETTER: __		CANCELLATION				
The State of Minnesota Street Address of State Agency City, State, & Zip Code of State Agency (See bid form for agency name & address.)				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				AUTHORIZED REPRESENTATIVE				

**CORRECTLY COMPLETED CERTIFICATE SHOULD INCLUDE EVERYTHING IN THIS SAMPLE**

**INSTRUCTIONS TO BUYER:**

**INSERT SPECIAL INSTRUCTIONS AND TECHNICAL SPECIFICATIONS OF THE PROJECT HERE AS PART OF THE SOLICITATION. IT IS RECOMMENDED TO USE THE BASIC FORMAT BELOW. ADJUST AND MAKE CHANGES AS APPROPRIATE FOR PROJECT. ADD ANY SPECIAL SECURITY REQUIREMENTS.:**

**Special Instructions and Specifications for \_\_\_\_\_  
Facility Name \_\_\_\_\_**

1.1 SCOPE

The work covered under this solicitation shall consist of the labor, equipment, materials, tools, transportation, and incidentals necessary for the repair of \_\_\_\_\_.

1.2 LOCATION of WORK

The location of the project is:

\_\_\_\_\_

\_\_\_\_\_

1.3 OWNER

All inquiries, information, and coordination with the Owner relating to the scheduling of work, use of the site, and similar matters shall be directed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

The work is to be performed on property owned by the State of Minnesota, Department of Administration represented by \_\_\_\_\_, Project Manager from the \_\_\_\_\_, Telephone: \_\_\_\_\_.

1.4 SCHEDULE / TIME of COMPLETION

The Contractor shall commence work within the shortest time possible after receipt of the executed copy of the purchase order.

**(BUYER: CHOOSE ONE, NOT BOTH, OF THE FOLLOWING COMPLETION CLAUSES.)**

The project should be substantially complete by \_\_\_\_\_. Contractor proposes to have the project substantially complete within \_\_\_\_\_ days after receipt of order.

OR

The project shall be substantially complete by \_\_\_\_\_. Responses that indicate a substantial completion of later than \_\_\_\_\_ will be rejected.

**(BUYER: Capitol Complex Guidelines are available at <http://www.admin.state.mn.us/recs/cs/design/AppendixA-1.pdf>)**

1.5 CAPITOL COMPLEX GUIDELINES

If the project is located within the Capitol Complex, then the Capitol Complex Guidelines for Contractors become a part of the specifications and are included following this section.

1.6 DELAYS

The Contractor shall notify both \_\_\_\_\_ and the Project Manager, \_\_\_\_\_, of any prospective delays in the completion of this project. Such notice shall be given as soon as the Contractor recognizes the prospect of a delay.

1.7 USE OF PREMISES

The Contractor shall cooperate with the Owner in the scheduling and execution of the Work and use of the site, and shall notify the Owner as far as possible in advance of the commencement of any work or operation which would interfere with the use of the existing facility.

1.8 TEMPORARY FACILITIES

The existing electrical service and distribution system may be used to provide temporary power and, if necessary, light for construction purposes. The cost of all electrical energy used will be paid by the Owner. The Contractor shall be responsible for the cost of the installation and the removal of all temporary connections to the existing distribution system. Should any Contractor use such tools that would frequently overload the existing service or distribution system, arrangements shall be made to provide a separate temporary service for their own use and shall pay all energy and other costs incurred.

The existing water supply system may be used for construction purposes. The cost of such water will be paid by the Owner. Each Contractor shall provide their own hoses and other temporary extensions and connections. Temporary connections shall be removed by the party installing them when no longer required.

Existing sanitary facilities will be made available for use by all construction personnel on the Project. No other facilities shall be used.

1.9 SPECIAL SITE CONDITIONS

Special care shall be taken to prevent damage to any part of the existing building, walks, plantings, etc. and \_\_\_\_\_ in the course of the work. Coordinate placement of equipment (crane or mechanical lift) with the Owner and determine acceptable location and loading capacity. It shall be the Contractor's responsibility to restore anything damaged in the course of the Contract Work to its original condition.

1.10 EXAMINATION OF SITE

Before submitting a proposal on the work contained in these specifications, each bidder shall visit the site, examine the premise, and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Contractor's misunderstanding as to the amount of work entailed, or lack of knowledge of existing conditions. To arrange a site visit prior to the bid, contact \_\_\_\_\_, phone \_\_\_\_\_. *(Or use, "The pre-bid meeting is scheduled for \_\_\_\_\_, meet at the \_\_\_\_\_.)*

*(Note: If needed, this can be changed to mandatory visit and add the following sentence, "Responses received from companies that did not attend a pre-bid site visit will be rejected.")*

1.11 SUBSTITUTIONS

Substitutions of materials and equipment shall be as set forth in the Terms and Conditions of the Solicitation.

1.12 PROTECTION AND BARRICADES

During the \_\_\_\_\_ removal and repair operation, the Contractor shall erect temporary enclosures, barricades, fences, or such protective structures as required to enclose the space or construction area and to provide protection to the public and staff. Such enclosures shall be constructed in a manner to preclude normal access to the construction area by unauthorized persons. After completion of the project, the Contractor shall remove the temporary barricades and repair any damage caused by the erection of the barricades.

1.13 MAINTENANCE

The Contractor will be required to maintain all finished work until final acceptance by the Project Manager.

1.14 ORAL STATEMENTS

No oral statements made by any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions, and specifications of the Solicitation, or the resulting purchase order.

1.15 STORAGE of MATERIALS

The Contractor shall provide storage as required to protect and preserve all materials stored at the site. Confine storage of materials and other apparatus to areas designated for such purposes by the Owner. The Contractor shall properly secure, cover and protect materials and work and all State property against damage of any kind until this project is completed and ready to turn over to the Owner.

1.16 PRE-CONSTRUCTION

Prior to the time the construction is commenced, the Contractor will be required to attend a pre-construction meeting, and, at that time, submit a work schedule for the project.

- 1.17 SALVAGE / REMOVAL of MATERIALS and SAFETY PROVISIONS  
Salvage \_\_\_\_\_ remnants for Owner's reuse. Removal of all other extraneous material disrupted during construction is the responsibility of the Contractor. Strict adherence to OSHA Safety Requirements is mandatory.
- 1.18 INTERRUPTION OF SERVICES  
The Contractor shall not interrupt, cut, or alter in any way any of the existing services and utilities of the Owner without the express written notice and permission of the Owner. IF THE CONTRACTOR MUST INTERRUPT ELECTRICAL, MECHANICAL OR TELEPHONE SERVICE, THEY SHALL NOTIFY THE OWNER OF SUCH NEED AT LEAST 7 DAYS PRIOR TO ALTERING SUCH SERVICE AND SHALL RECEIVE WRITTEN PERMISSION TO CONDUCT SUCH ALTERATION BEFORE COMMENCING SUCH WORK.
- 1.19 DISCONNECTS  
Disconnect \_\_\_\_\_ and reinstall \_\_\_\_\_ using all original attachment materials or approved equals.
- 1.20 SCOPE OF WORK, SPECIFICATIONS  
  
(Insert description of work here or refer to attachments.)
- 1.21 CLEAN-UP  
The Contractor shall clean up finished surfaces, storage areas, and areas contiguous to the work; remove all debris, containers, and scrap materials from the project site and dispose of in a legal manner; touch up and restore any finishes that are damaged prior to final inspection.
- 1.22 FINAL INSPECTION  
The Contractor shall set up and schedule inspection prior to final acceptance of Owner.