DOCUMENT 00 73 16

SPECIAL CONDITIONS FORM

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

A. Attached City of Duluth Special Conditions form.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF DOCUMENT

SPECIAL CONDITIONS

1) PROJECT

The project consists of all labor, material and equipment, as well as disposal costs, fees, permits and taxes necessary for the removal of existing exterior windows and doors for replacement with new.

2) ARCHITECT

The Architect of Record for this project is: Ms. Kimberly Meldahl, TKDA Architects, 11 E. Superior Street, Suite #340, Duluth, MN 55802 Phone: 218-724-8578

City of Duluth Representative: Tari Rayala, City of Duluth Architect, 1532 West Michigan Street, Duluth, MN. Phone: 218-730-4434. Email: *trayala@duluthmn.gov*

The term Architect refers to: Ms. Kimberly Meldahl, TKDA Architects, 11 E. Superior Street, Suite #340, Duluth, MN 55802 Phone: 218-724-8578

3) BIDS

Bidders are to fill in all blanks on the proposal form. See Article 5 and 13, of the instruction to bidders, for additional information

4) SPECIAL CONDITIONS

The Articles of the Special Conditions shall modify or supplement the provisions contained in the General Conditions of the contract for construction and the Supplementary General Conditions.

5) EXAMINATION OF THE SITE

Before submitting a proposal, each bidder shall visit and examine the sites, and fully inform himself as to the existing conditions under which he will be obliged to operate in performing his part of the work, or which will in any manner affect his work under this contract. He shall include in his proposal any and all sums required to execute his work under existing conditions.

6) DRAWINGS AND SPECIFICATIONS

The Table of Contents contains a list of all specification divisions and drawing numbers included in the contract documents, and each contractor is governed by the information contained on or in all of the plans and specifications.

7) COMPLETION TIME & LIQUIDATED DAMAGES

The schedule calls for work to begin upon receipt of Notice to Proceed and to be substantially complete within *90 calendar days*. It is assumed by receipt of this bid that the contractor can meet this schedule.

8) RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the contract documents and technical specifications, the prime contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract, and to deliver all improvements embraced in this contract for site preparation complete in every respect within the specified time.

9) PARTIAL USE OF IMPROVEMENTS

The City, at its election, may give notice to the contractor(s) and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the technical specifications, and if in its opinion each such section is reasonably safe, fit, and convenient, for the use and accommodation for which it was intended, provided:

a. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the contractor.

b. The contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the contractor of his liability due to having used defective materials or to poor workmanship.

d. The guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the contractor is required to construct under this contract. All work under the contract shall be guaranteed for a period of one (1) year from the date of final acceptance.

10) COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, and claims must be in writing addressed to the Office of the City Architect, Attn: Tari Rayala, 1532 West Michigan Street, Duluth, Minnesota 55806, or email to trayala@duluthmn.gov. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor, stated on the signature page of the agreement (at such other office as the contractor may from time to time designate in writing to the City), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

b. All papers required to be delivered to the City shall, unless otherwise specified, in writing to the contractor, be delivered to the City of Duluth, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said City at such address, or to such other address as the City may subsequently specify in writing to the contractor for such purpose.

c. Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt as the case may be).

d. This section does not apply to decisions given pursuant to Section 113(b) of this contract.

e. The contractor(s) shall designate in writing at the time of execution of the contract the name of their duly authorized representative(s) with whom the owner may transmit all business in connection with the operation of this contract.

11) CONTRACT DOCUMENTS AND DRAWINGS

The City will furnish each contractor without charge three (3) copies of the contract documents, including technical specifications and drawings. Additional copies may be requested.

12) PERMITS

a. Shall be added to General Conditions as follows: Required permits will be secured and paid for by the prime contractor.

b. (SUPPLEMENT TO INSTRUCTIONS TO BIDDERS) All work and materials are to comply in every respect with the Building Code and all associated laws and ordinances, regulations, and the directions of the inspectors of buildings and other proper officials of the area in which the building is to be constructed. Such laws, regulations, and directions are to be considered as part of this specification. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without notice to the architect, he shall bear the cost arising therefrom.

13) CUTTING AND PATCHING

Shall be added to Section 105 of the General Conditions as follows: Costs for cutting and patching required by the contractor and subcontractors shall be included in the bid proposal of the contractor. Patching shall be by qualified workmen, coordinated and supervised by the prime contractor and indistinguishable from surrounding surfaces.

14) INSURANCE

Section 129 of the General Conditions shall be added to as follows:

a. "Property Insurance" shall be changed as follows: Builders Risk to be provided by the prime contractor(s) on a "Multi-Peril-All-Risk" basis, which includes theft of material not installed and glass breakage. Contractor(s) is (are) liable for losses within deductible coverage.

b. Indemnification Insurance: In addition to any indemnification required under Section 4.18, the contractor shall purchase insurance as provided in Minnesota Statutes Section 337.05, as most recently amended, for the benefit of the Owner and the Architect and their agents and employees, which shall compensate them from any loss due to all claims, damages, losses, and expenses, including a minimum coverage of not less than $2.5 million per claim and $5 million per occurrence plus an appropriate amount of property damage for the size of the project. Copies of the contract of insurance shall be provided to the Owner and Architect and shall name these parties as insured. (NOTE: On projects of less than $1 million estimated construction cost, this does not apply.)

15) LINES AND LEVELS

Shall be added to the General Conditions as follows:

Before starting work, locate all general reference points. Take such steps as necessary to prevent their dislocation or destruction. If disturbed or destroyed, replace as directed. Prime contractor shall lay out work, and he is responsible for its accuracy. Coordinate with City Architect.

16) CONDITIONS OF SURFACES

Shall be added to the General Conditions as follows:

Each subcontractor shall inspect the surfaces over which his work will be installed prior to his starting work. Each subcontractor shall present notice of unacceptable surfaces to the prime contractor, who shall correct same in manner acceptable to City Architect . Subcontractor's start of work denotes his acceptance of surfaces and places responsibility for acceptable final results on himself as well as the prime contractor.

17) TEMPORARY SERVICES

a. WATER-- Water for construction use will be provided by the owner. All water shall be conserved, and spillage cleaned by the contractor at fault. All hoses shall be the contractor's responsibility.

b. TEMPORARY POWER-- Temporary power will be furnished by the owner for small hand tools and temporary lights. Each contractor will be responsible for running all his extension cords as needed. No heavy electrical equipment or welders will be allowed. Misuse of this convenience will be cause to void the privilege.

c. TEMPORARY HEAT-- The prime contractor shall provide temporary heat (if required) as specified in the technical sections.

d. TEMPORARY ENCLOSURES-- The prime contractor shall be responsible for temporary enclosures. The temporary enclosures shall keep out all the elements, maintain temporary heat and/or building heat, and shall maintain the building security.

e. TOILETS-- Owner will designate which may be used by all contractors, provided they are kept clean by the workmen. Cleanup shall be the responsibility of the prime contractor.

f. TEMPORARY STORAGE-- Each contractor shall be responsible for the temporary storage of his own material.

18) BAILING AND PUMPING

Any required bailing and pumping shall be the responsibility of the individual contractor to complete his work.

19) HOISTS AND SCAFFOLDING

All hoists and scaffolding shall be provided by each contractor for his own work.

20) SHOP DRAWINGS

Add to Section 115 of General Conditions as follows:

Furnish four (4) copies of shop drawings. The drawings shall be 81/2 x 11, or foldable to that size, to facilitate filing. After folding, the title block shall be clearly visible indicating: (1) the drawing subject matter; (2) the name of the submitting firm; (3) date; and (4) specification section.

Submit the shop drawings to the City or the Architect through the prime contractor. Do not submit directly to the City, the Architect, or his consultants.

21) WARRANTY OF TITLE

Section 131 of the General Conditions shall be added to as follows:

The beginning of the warranty period relating to faulty materials and workmanship will be established by the final acceptance of the project by the owner. The necessity of partial occupancy of an uncompleted structure by the owner will not alter the warranty period herein defined.

22) STATE SALES TAX

If contractors are required to pay a sales tax for material purchased by them and such material is entirely included in the work under contract, contractors shall include the sales tax in their proposal.

23) REGULATIONS: All work and materials shall conform strictly to the respective requirements of the latest editions of the following:

a. Rules of the National Board of Fire Underwriters.
b. Standard Specifications of the American Society of Testing Materials.

c. State Industrial Commissions.
d. Local ordinances and codes.
e. State laws of Minnesota.
f. Minnesota State Board of Health.
g. Underwriters Laboratories.
h. Occupational Safety and Health Administration.

Any conflict between the above or with these specifications must be submitted to the City Architect in writing before proceeding with the work.

24) CHANGES IN THE WORK (NEW LANGUAGE)
(See Section 109 of the General Conditions, items d-2 & d-3.)

25) ADDITIONAL CONDITION FOR FINAL PAYMENT
(Further amends General Conditions Item 108, Paragraph 2)

The contractor and all of its subcontractors shall comply with Minnesota Statutes, Section 290.92. Pursuant to Minnesota Statutes, Section 290.97, the owner will not issue final payment to the contractor prior to receipt of an "Affidavit for Obtaining Final Settlement of Contractor with the State of Minnesota and Any of Its Political or Governmental Subdivisions" (Form IC-134) from the contractor and from each of the contractor's subcontractors (if any). The contractor and subcontractors shall submit to the owner original copies of Form IC-134 already fully executed by the Commissioner of Revenue of the State of Minnesota. It shall be the responsibility of the contractor to ensure that all of the affidavits herein required are submitted to the owner. (A sample of Form IC-134 is attached to these Special Conditions; a copy is included in the pre-construction packet given to contractor.)

26) ONE-CALL EXCAVATION NOTICE SYSTEM

The contractor and all of its subcontractors shall comply with Minnesota Statutes Chapter 216D., the Minnesota One-Call Excavation Notice System, if "excavation" as defined in Minnesota Statutes 216D.01., Subdivision 1., is to be performed as a part of this contract. (One-Call contact number: 1-800-252-1166)

27) SAFETY

Section 120 of the General Conditions shall be added to as follows:

I. **OSHA 500 (10-hour Construction Safety Course) Certification:** The prime contractor's superintendent or management representative **on site** must be certified in an OSHA 500 10-hour Construction Safety Course. Cards must be immediately available for review.

II. **Written Safety and Health Program:** A comprehensive Written Safety and Health Program must be supplied to the City Purchasing Office prior to any bid considerations. The written program must address, as a minimum, the following items:

A. General Requirements: The contractor will assume the entire responsibility for overall job site safety; however, this does not exclude other subcontractors from the safety responsibility with respect to their portion of the work. Any portion of the Safety and Health requirements provided for by the contractor or their subcontractors may relieve the **other contractors** of the actual, but not legal, responsibility for compliance with all applicable safety requirements. An example of this is, temporary GFCI equipped power supply, sanitary facilities, first aid, etc.

B. Accident Prevention Responsibilities: All successful bidders will submit a comprehensive written workplace accident and injury reduction program (AWAIR), outlining the scope of the program: the responsibilities of managers, supervisors, and employees for the implementation, maintenance, evaluation of the program, and how safe work practices and rules will be enforced. The contents of the above mentioned program will include provisions for first-aid services and emergency medical attention in case of injury. It will stress clearly acceptable work practices and rules of conduct, both general and site specific, that will be in place throughout the duration of the contract in terms of conditions of employment and outline a progressive disciplinary program for non-compliance.

It will also provide for employee training in Haz-com, Confined Space Entry, Lockout/Tagout, Respirator Protection, and other areas where necessary in categories of initial hire, remedial or annual upgrade. Records of all such training will be kept stating subject area, date presented, how was it presented, who presented the training, and to whom was it presented. Employees will certify receipt of all such training in their permanent file. Such a program shall also provide for frequent and regular inspections of the job site, materials, and equipment to be made by a competent person designated by the employer to ensure compliance.

C. Engineering Controls: This will be the primary means of hazard abatement. ONLY when this is not feasible will PPE be considered. Such controls will include, but not be limited to:

Traffic Control: Employees exposed to vehicular traffic will be protected by suitable traffic control devices as stated in the Field Manual (dated April 1995) of the Minnesota Manual on Uniform Traffic Control Devices, and shall be provided with, and shall wear, warning vests or other suitable garments marked with, or made of, reflectorized high-visibility material.

Fall Protection: Guarding of all open sided floors, wall openings, platforms, floor openings, etc., anything that presents a fall hazard to the employees as specified in walking - working surfaces, scaffolding, and steel erection standards. This includes falls from different elevations as well as falls from the same elevation.

Fall Protection Program: The employer shall provide a training program for each employee who might be exposed to fall hazards to be given by a COMPE-

TENT PERSON. It shall follow the criteria stated in 1926.503(a)(1) with provisions made for written certification upon completion. Retraining will be provided as stated in 1926.5038).

Fall Protection Plan: This option is available only to employees engaged in leading edge work, pre-case concrete erection work, or residential construction work, etc., and who can demonstrate that it is infeasible or it creates a greater hazard to use conventional fall protection equipment. This plan MUST conform to the provisions outlined in 1926.502(k)(1-10) and will be maintained up to date.

Excavations: This section applies to all work done in all open excavations made in the earth's surface. Excavations are defined to include trenching operations made for whatever reason (e.g., utility placement, footings and foundations for buildings, etc.) and will be performed in compliance with CFR Part 1926.651 and 652 under the direct supervision of a COMPETENT PERSON as defined in CFR Part 1926.650(b).

Before any digging is done!!! Gopher State ONE-CALL (1-800-252-1166) must be called at least 48 hours in advance to insure the inventory of underground utilities (e.g., sewer, water lines, telephone, fuel, electric, etc.). Utility companies must be notified that work is to be done and you need to know the exact location of underground lines, pipes, cables, etc. If the utility company has not responded within 24 hours, or if the exact location cannot be determined, you will then proceed with caution, using detection equipment or other acceptable means to locate underground utility installations.

Backup Alarms: All bi-directional motorized equipment with an obstructed view to the rear will be provided with a reverse signal alarm distinguishable from the surrounding noise level, or with signaling employee, or both.

Electrical Safety: The use of ground fault circuit interrupters, or an assured equipment grounding conductor program is mandatory for use with all electrical powered electrical equipment on the construction site. Those electing to use the assured equipment grounding conductor program will coordinate their colors with the existing job site plan. An extension cord is not part of a permanent wiring system and will not comply with the provisions stated above. Cranes, backhoes, scaffolding, etc., will maintain a 10-ft. clearance from energized conductors at all times.

D. Other Safety Requirements: All appropriate personal protective equipment such as head, eye, ear, and respirator protection shall be used in all operations where there is the probability of over-exposure to hazardous substances, harmful physical agents, and hazardous conditions not feasibly corrected by engineering controls.

Such use of personal protective equipment will be accompanied by relevant training programs; hearing conservation programs when appropriate; and respirator protection programs for all employees required to use such equipment.
Where a hazardous condition as defined by Minnesota Rule 5205.1010 exists, or can be reasonably expected to exist, the requirements of a formal Confined Space Entry Program is mandatory. The contractor must show proof of the existence of such a program prior to start of such work.

All equipment, vehicles, tools, and other equipment used on the work site will be in safe operation, and operated within the parameters stated by the applicable subpart.

E. Specific Site Safety Requirements: The proposed work, and/or site, will be analyzed to identify site specific safety hazards, and an operational plan to include specific employee training will be required of all successful bidders.

The above mentioned items do not preclude compliance with any and all other applicable sections of CFR Part 1926, and all other standards and rules establishing safe working practices for construction. A current copy of 29 CFR Part 1926 will be on site at all times during the contract, as well as other specially required programs such as Right-to-Know, Confined Space Entry, etc., which will be used to reference safety problems.

NOTE: The contractors' written safety and health program must meet the requirements of the attached checklist. Any member hiring a contractor through this program will be responsible for evaluating and approving the contractors written safety and health program.

28) SUPERINTENDENT

The contractor shall at all times during the progress of the work keep a competent satisfactory superintendent or foreman who shall have the authority to receive instructions from the architect.

29) NO SMOKING

City of Duluth Buildings are non-smoking areas, no smoking will be allowed on the premises.

30) SUBSTITUTIONS

Substitutions will only be accepted for bid, if they are submitted in writing with supporting information to the architect at least 7 days prior to the bid closing date. All substitutions must be approved by the architect or owner. The request shall include a self-addressed stamped envelope for response. SUBSTITUTIONS BY FAX WILL NOT BE ALLOWED.

31) U. L. LABEL

Where applicable all materials and equipment, for which Underwriter=s Laboratories, Inc. standards have been established, and their label service available, shall bear the appropriate U. L. Label.

32) RESTRICTED ACCESS

a. Contractor shall use, and maintain in clean condition the site and building access route as approved by Owner. No other accesses shall be used for vehicle or man.
b. Contractor and all other persons connected to this project use parking areas designated by the Owner.
c. Contractor and workmen shall not trespass into areas beyond those required to accomplish the work.
d. Contractor to make sure that his operations do not compromise building safety.

33) GUARANTEES AND WARRANTIES

Contractor shall be made responsible for proper installation of all items in his contract and shall remedy, free of charge, any defects in material and workmanship and repair all damage resulting, for a period of one year from the date of final acceptance. All systems shall be in operation prior to acceptance.

34) ADDENDA

Addenda will be mailed or delivered to all who are known by the architect or City to have received a complete set of bidding documents. Each bidder shall be required to acknowledge receipt of addenda on the proposal forms.

35) CLEANING UP

a. Contractor must comply at all times with the General Condition requirements.
b. Contractor shall at all times keep the premises free from accumulation of waste materials caused by his operation. At the completion of the work, he shall remove all his waste materials from the project as well as his tools, construction equipment and surplus materials and leave the work ABroom Clean@ or its equivalent. Contractor shall restore and replace in a suitable manner all property both public and private which has been damaged or removed in the performance of this contract. The site of the work is meant to include portions of any and all buildings or structures and adjacent portions of any streets, alleys, lawns, sidewalks, driveways, or property used in executing the work.
c. If the contractor fails to clean up, the Owner may do so and the cost thereof charged to the Contractor.

DOCUMENT 00 73 49

PROJECT LABOR AGREEMENT

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

A. City of Duluth Project Labor Agreement form.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF DOCUMENT