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| Minnesota Pollution Control Agency (MPCA), 520 Lafayette Road North, St. Paul, MN 55155-4194 | Specification for Construction Form  Construction projects up to $50,000 for MPCA Contracts  Section 3  *Doc Type: Contract* |

***Insert the special instructions and technical specifications\* of the project here as part of the solicitation. Use basic format below:***

*\* Specifications must be approved in advance by the MPCA Project Manager. The MPCA Contractor may insert additional specifications as needed; however those additional specifications cannot conflict with the General Terms and Conditions in the MPCA Request for bid form.*

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| **Specifications for:** |  | |
| **MPCA site/project name:** | |  |

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| **1.** | **Scope:** | | | | | | | | | | |
|  | The work covered under this Subcontract shall consist of the labor, equipment, materials, tools, transportation and incidentals | | | | | | | | | | |
|  | necessary for: | |  | | | | | | | | |
| **2.** | **Location of work (project):** | | | | | | | | | | |
|  |  | | | | | | | | | | |
| **3.** | **MPCA Contractor contact name:** | | | | | | | | | | |
|  | 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: | | |  | | | | | | | |
|  | Address: |  | | | | | | | | | |
|  | Phone: |  | | Email address: | |  | | | | | |
| **4.** | **Schedule/time of completion:** | | | | | | | | | | |
|  | The Subcontractor shall commence work within the shortest time possible after receipt of both the executed copy of the | | | | | | | | | | |
|  | Subcontract and notification by the MPCA Contractor to commence work. The project shall be substantially complete by | | | | | | | | | | |
|  |  | | Responses that indicate a substantial completion of later than | | | | |  | | | will be rejected. |
|  | (or use, “I/We propose to have the project substantially complete within | | | | | |  | | days after receipt of order.”) | | |
| **5.** | **Capitol complex jobsite guidelines:** | | | | | | | | | | |
|  | If the project is located within the Capitol complex, then the *Working at the Capitol: Job Site Guidelines and Parking Guidelines* become part of the specifications. They are located on the Minnesota Department of Administration website at <http://www.mn.gov/admin/business/vendor-info/capitol-job-site-info/>. | | | | | | | | | | |
| **6.** | **Delays:** | | | | | | | | | | |
|  | The Subcontractor shall notify the MPCA Contractor, | | | | |  | | | | of any prospective delays in the | |
|  | completion of this project. Such notice shall be given as soon as the Subcontractor recognizes the prospect of a delay. | | | | | | | | | | |
| **7.** | **Use of premises:** | | | | | | | | | | |
|  | The Subcontractor 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. | | | | | | | | | | |
| **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 as would frequently overload the existing service or distribution system, arrangements shall be made to provide a separate temporary service for its 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 its 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. | | | | | | | | | | |
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| **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. | | | | | | |

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|  | **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.** | | | | | | |
| **10.** | **Examination of site** (if applicable-optional): | | | | | | |
|  | Before submitting a proposal on the work contained in these specifications, each bidder should visit the site, examine the premises and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Subcontractor’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: |  |
|  | *(****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.”)* | | | | | | |
| **11.** | **Substitutions:** | | | | | | |
|  | Substitutions of materials and equipment shall be as set forth in the Terms and Conditions (‘front end’ language)of the Request for Bids Solicitation. | | | | | | |
| **12.** | **Protection and barricades:** | | | | | | |
|  | During the | |  | removal and repair operation, the Subcontractor shall erect temporary enclosures, | | | |
|  | barricades, fences or such protective structures as required to enclose the space orconstruction 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 Subcontractor shall remove the temporary barricades and repair any damage caused by the erection of the barricades. | | | | | | |
| **13.** | **Maintenance:** | | | | | | |
|  | The Subcontractor will be required to maintain all finished work until final acceptance by the MPCA Contractor. | | | | | | |
| **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 Request for Bids, or the resulting award. | | | | | | |
| **15.** | **Storage of materials:** | | | | | | |
|  | Subcontractor shall provide storage as required to protect and preserve all materials stored at the site. Subcontractor shall confine storage of materials and other apparatus to areas designated for such purposes by the MPCA Contractor. The Subcontractor shall properly secure, cover, and protect materials and work and all State or remediation site propertyagainst damage of any kind until this project is completed and ready to be turned over to the MPCA Contractor. | | | | | | |
| **16.** | **Permits/Inspections:** | | | | | | |
|  | The Subcontractor shall obtain all necessary permits/inspections required for the work and include the cost in its bid. | | | | | | |
| **17.** | **Clean up:** | | | | | | |
|  | Subcontractor to 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 an in a legal manner. Touch up and restore any finishes that are damaged prior to final inspection. | | | | | | |
| **18.** | **Final inspection:** | | | | | | |
|  | The Subcontractor is responsible to schedule an inspection prior to final acceptance of the MPCA Contractor. | | | | | | |
| **19.** | **Terms and conditions:** | | | | | | |
|  | Changes to terms and conditions are not allowed. | | | | | | |
| **20.** | **Price:** | | | | | | |
|  | The Subcontractor is required to submit a MPCA Pricing Bid Sheet with its bid submittal. | | | | | | |
| **21.** | **Health and Safety:** | | | | | | |
|  | The Subcontractor shall have, as appropriate, health and safety plans for all work performed under this Contract. The Health and Safety Plan shall address incident specific hazards and tasks. The Subcontractor must provide HAZWOPPER Certifications, FIT Testing, and medical Certifications required to upgrade to Level C in the event that this is needed. | | | | | | |
| **22.** | **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.** | | | | | | |
| **23.** | **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 seven days prior to altering such service and shall receive written permission to conduct such alteration before commencing such work.** | | | | | | |
| **24.** | **Pre-construction.** Prior to the time the construction is commenced, the Contractor will be required to attend a pre-construction meeting at a location or in a manner determined by the Owner, and, at that time, submit a work schedule for the project. | | | | | | |
| **25.** | **Covid-19 Preparedness, Vaccination/Testing requirements** | | | | | | |
|  | Any visit to the site will adhere to social distancing and other [guidance](https://www.health.state.mn.us/diseases/coronavirus/index.html) provided by the Minnesota Department of Health (MDH) and Centers for Disease Control and Prevention (CDC) in an effort to reduce the spread of covid-19. Attendees are responsible to bring their own face coverings. Prospective attendees exhibiting any cold or flu-like symptoms will not be admitted. Potential bidders are responsible for sending attendees who meet the requirements in effect at the time of any site visit or pre-bid meeting.  1. **Applicability.** Subcontractors performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public (“Covered Individuals”) 2. **Requirements.** In accordance with [HR/LR Policy #1446](https://mn.gov/mmb-stat/policies/1446-covid19testingvaccination.pdf), Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week. 3. **Compliance.** Subcontractor is responsible for the following:    1. Tracking and maintaining proof of vaccination status for their Covered Individuals;    2. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;    3. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and    4. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in Section B. 4. **Reporting.** Upon request, Subcontractor shall provide the State with documentation demonstrating compliance with these requirements. Subcontractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract. | | | | | | |

**List additional specifications here (if applicable):**

Note to MPCA Contractors:

Everything required of Subcontractors must be provided or made available prior to bid opening. Before the award is made; i.e., Health and Safety Plans (HASP) must be available to read whether submitted as an attachment, website, or other method given.