



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996

STATE OF MINNESOTA
REQUEST FOR BID (RFB)
FOR A PRICE CONTRACT

TITLE: ROOF MAINTENANCE REPAIR, LEAK REPAIR, AND GUTTERS

DUE DATE: January 29, 2010

TIME: 2:00 p.m. Central Time

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
ROOM 112 ADMINISTRATION BUILDING
50 SHERBURNE AVENUE, ST. PAUL, MN 55155

REQUEST FOR BID (RFB) FOR A PRICE CONTRACT
*This RFB is issued for the purpose of establishing a contract
to supply the State with the commodity or service stated herein.*

Contact Person: Karen D. Larson, Acquisition Management Specialist (AMS)

Date: January 6, 2009

Phone: 651.201.2437

Fax: 651.297.3996

Due Date: January 29, 2010, 2:00 p.m. Central Time, USA.

Sealed responses must be received in the Materials Management Division, at the address shown above, and date- and time-stamped in not later than the date and time stated above. All responses will be publicly opened and portions thereof read aloud at the above date and time, in accordance with Minn. Stat. § 13.591, subd. 3 (2001). **LATE RESPONSES WILL NOT BE CONSIDERED.**

Entities that may utilize the Contract: Various State Agencies and CPV Members

Contract Period: The Contract term will begin on March 1, 2010, or on the date of contract execution, whichever is later, to February 29, 2012, or 24 months after the date of contract execution, with the option to extend up to 36 months, upon agreement by both parties.

Commodity or Service: Roof Maintenance Repair, Leak Repair, and Gutters

All attached General RFB Terms and Conditions, Specifications, and Special Terms and Conditions are part of this RFB and will be incorporated into any Contract(s) entered into as a result of this RFB.

All responses to this RFB must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFB to the Acquisition Management Specialist named above. This is a request for responses to an RFB and is not a purchase order.

PAYMENT TERMS:

Payment Terms (check one): ☐ Net 30; ☐ ___ % 30; ☐ ___ % 15; ☐ ___ % 10 ☐ Other (specify): _____

Should its response be accepted by the State within 90 days from the due date, the undersigned responder agrees to furnish and deliver any or all items ordered by the entities in accordance with its response and the terms and conditions of this RFB. The responder agrees that the terms of its response will remain open until it is accepted or rejected by the State. If the response is accepted, it will become part of a legal and binding Contract between the responder and the State of Minnesota. The Contract will be in force upon full execution by the responder and the State.

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

GENERAL TERMS AND CONDITIONS

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFB are estimated quantities only and impose no obligation upon the State either minimum or maximum.
2. **TIME OF SUBMISSION.** All sealed responses must be received by the Materials Management Division (MMD) by the due date and time. All responses will be time-stamped showing the date and time received. **LATE RESPONSES WILL NOT BE CONSIDERED.**
3. **ALTERATIONS OR ERASURES.** 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.
4. **AUTHORIZED SIGNATURE.** The response must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.
5. **FACSIMILE OR E-MAIL RESPONSES.** Neither facsimile nor e-mail responses will be considered unless specifically authorized by the State in the RFB document.
6. **ACCEPTANCE OR REJECTION OF RESPONSES.** The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informalities.
7. **ADDENDA TO THE RFB.** Changes to the RFB will be made by written addendum. Any addenda issued will become part of the RFB. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person listed in the RFB.
8. **RESPONDER ERRORS.** Prior to the opening of sealed responses any responder may withdraw its response by notifying the MMD director in writing of the desire to withdraw, by appearing in person at MMD and withdrawing the response, or by telegraphic writing or facsimile received by the director, requesting withdrawal of the response.

Subsequent to the opening of sealed responses, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the director within a reasonable time after the opening of the response and prior to the State's detrimental reliance on the response.
9. **IDENTIFICATION OF OFFER.** Not applicable.
10. **SPECIFICATIONS.** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted and the State reserves the right to reject the response. All specifications are for new items unless otherwise noted in the RFB document. Alternate responses offering lower quality will not be considered. The State reserves the right to reject any or all responses that are not an approved equal.
11. **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.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR BID. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS AND CONDITIONS, SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the RFB General or Special Terms and Conditions, and specifications that:

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

12. **SAMPLES.** Not applicable.

13. **DELIVERY.** When delivery time is an important factor, it will be stated in the Special Terms and Conditions, and may be 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. If delivery is not made within that time frame, the State reserves the right to purchase necessary quantities from alternate sources and charge any price premium to the Contract Vendor.

14. **PRICES.** Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and **Conditions**. Prices must be quoted in United States currency.

- a. **TRANSPORTATION.** Not applicable.
- b. **PRICE DECREASES.** Not applicable.
- c. **PRICE INCREASES.** After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs. Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

15. **TRADE DISCOUNTS.** Unless otherwise provided for by the RFB, trade discounts must be quoted as a single discount percentage.

16. **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." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

17. **CASH DISCOUNT TERMS.** Discounts offered for less than 30 days will not 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.

18. **CONDITION AND PACKING.** Not applicable.

19. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, **including** but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration Communications Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or **services** that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

20. **TAXES. See Special Terms, Conditions and Specifications.**

21. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular vendor appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

22. **NONRESPONSIVE OFFERS.** Responses that do not comply with the RFB will be considered nonresponsive and will be rejected.

23. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, 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.

24. **AWARD.** Unless otherwise provided for in the RFB, the award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. Unless otherwise stated in the Special Terms and Conditions, the State reserves the right to award items separately, by grouping items, by total lot or by issuing multiple awards to more than one responder. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

a. **LOW-TIED RESPONSES.** Low-tied responses will be referred to the director of MMD. The director or delegate may enter into negotiation with the low-tied responders when the director deems such action to be in the best interest of the State.

b. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses will receive a 6 percent preference and certified economically disadvantaged (ED) businesses will receive a 6 percent preference, except for construction which will receive a 4 percent preference, on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response. Eligible TG businesses must be currently 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 www.mmd.admin.state.mn.us under "Vendor Information," or call the division's Helpline at 651.296.2600.

c. **VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE.** In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses of which the principal place of business is in Minnesota will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

25. **COMPETITION IN RESPONDING.** The State desires and encourages free and open competition among responders. Whenever and wherever possible, the State's specifications and the General Terms and Conditions

will be designed to accomplish this objective, consistent with the necessity to satisfy the State's needs and while obtaining best value. 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. Suggestions from responders regarding the requirements of the RFB procedures are welcome and will be given careful consideration.

26. **GOVERNING LAW.** The RFB 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.
27. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination.
28. **JURISDICTION AND VENUE.** The RFB 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.
29. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and Contract Vendor will be relieved of all obligations arising under the provision; if the remainder of the Contract is capable of performance, it will not be affected by the declaration or finding and will be fully performed.
30. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification and Hold Harmless, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, and Publicity.
31. **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 agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent 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.
32. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms and Conditions, and any Special Terms and Conditions, the Special Terms and Conditions govern.
33. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The PO number must appear on all documents (e.g., invoices, packing slips, etc.).
34. **USAGE REPORT.** As per the requirements of the RFB, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.
35. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.
36. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot

or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

37. **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 that a 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.
38. **INSURANCE.** Prior to execution of the Contract, the successful Responder will be required to provide a copy of a Certificate of Insurance, including the workers' compensation insurance coverage requirements of Minn. Stat. § 176.181, subd. 2, and other coverages per the insurance requirements outlined in the solicitation.
39. **STATE AUDITS** (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.
40. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFB document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the solicitation opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.
41. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. 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 tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
42. **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.
43. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the equipment during periods of transportation, installation, and during the time the equipment is in possession of the State, unless and until such time as unencumbered title for the goods is vested in the State and the goods are in exclusive possession of the State.
44. **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 Contractor, 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 Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement

claims under paragraphs 23 and 63 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

45. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

46. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.**

a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

47. **NONCOLLUSION CERTIFICATIONS.** The responder shall complete and submit the Affidavit of Noncollusion.

48. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFB 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 RFB 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 of 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 RFB, 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 RFBs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

49. **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 Rule 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.

50. **EXCLUSIONS.** The Contract will not include items that are established under other general price contracts and special items not offered under the RFB, or emergency purchases or purchases involving trade-ins. Likewise, any requirements considered by the Manager of Acquisition Services to be beyond the normal operating requirements of the State, such as but not limited to equipment for new buildings, may be bid separately and purchased outside the Contract.
51. **NONVISUAL ACCESS STANDARDS.** Not applicable.
52. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.
- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the state estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the state estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
 - b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
 - c. Minn. Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

"AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.
- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons."

- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

- 53. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.
- 54. **ENTIRE AGREEMENT.** A written Contract (including the contents of the RFB and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties.
- 55. **STATE REQUIREMENTS.** Not applicable.
- 56. **STATE AGENCY CONTRACT USE.** The State intends to use the RFB and resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

- 57. **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 AMS, 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 "AMS" modified appropriately to preserve the State's rights.

58. **ENVIRONMENTAL PREFERENCE.** Not applicable.

59. **AMENDMENTS.** The State reserves the right to make changes to the Contract, when mutually agreed to by the State of Minnesota and the Contract Vendor, if the changes are within the general scope of the Contract. The changes to the Contract will be made by Contract amendment. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

60. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.

61. **OWNERSHIP**

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

62. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

63. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

64. **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.

65. **PRODUCTS CONTAINING CERTAIN TYPES 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 Laws of Minnesota, 2007, Chapter 57 (to be codified at Minn. Stat. §§ 325E.385-325E.388) as provided below.

325E.385 PRODUCTS CONTAINING POLYBROMINATED DIPHENYL ETHER.

Subdivision 1. **Definitions.** For the purposes of sections 325E.386 to 325E.388, the terms in this section have the meanings given them.

Subd. 2. **Commercial decabromodiphenyl ether.** "Commercial decabromodiphenyl ether" means the chemical mixture of decabromodiphenyl ether, including associated polybrominated diphenyl ether impurities not intentionally added.

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of Pollution Control Agency.

Subd. 4. **Manufacturer.** "Manufacturer" means any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces a product containing polybrominated diphenyl ethers or an importer or domestic distributor of a noncombustible product containing polybrominated diphenyl ethers.

Subd. 5. **Polybrominated diphenyl ethers or PBDE's.** "Polybrominated diphenyl ethers" or "PBDE's" means chemical forms that consist of diphenyl ethers bound with bromine atoms. Polybrominated diphenyl ethers include, but are not limited to, the three primary forms of the commercial mixtures known as pentabromodiphenyl ether, octabromodiphenyl ether, and decabromodiphenyl ether.

Subd. 6. **Retailer.** "Retailer" means a person who offers a product for sale at retail through any means, including, but not limited to, remote offerings such as sales outlets, catalogs, or the Internet, but does not include a sale that is a wholesale transaction with a distributor or a retailer.

Subd 7. **Used product.** "Used product" means any product that has been previously owned, purchased, or sold in commerce. Used product does not include any product manufactured after January 1, 2008.

325E.386 PRODUCTS CONTAINING CERTAIN POLYBROMINATED DIPHENYL ETHERS BANNED; EXEMPTIONS.

Subdivision. 1. **Penta- and octabromodiphenyl ethers.** Except as provided in subdivision 3, beginning January 1, 2008, a person may not manufacture, process, or distribute in commerce a product or flame-retardant part of a product containing more than one-tenth of one percent of pentabromodiphenyl ether or octabromodiphenyl ether by mass.

Subd. 2. **Exemptions.** The following products containing polybrominated diphenyl ethers are exempt from subdivision 1 and section 325E.387, subdivision 2:

(1) the sale or distribution of any used transportation vehicle with component parts containing polybrominated diphenyl ethers;

(2) the sale or distribution of any used transportation vehicle parts or new transportation vehicle parts manufactured before January 1, 2008, that contain polybrominated diphenyl ethers;

(3) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of equipment containing polybrominated diphenyl ethers and used primarily for military or federally funded space program applications. This exemption does not cover consumer-based goods with broad applicability;

(4) the sale or distribution by a business, charity, public entity, or private party of any used product containing polybrominated diphenyl ethers;

(5) the manufacture, sale, or distribution of new carpet cushion made from recycled foam containing more than one-tenth of one percent polybrominated diphenyl ether;

(6) medical devices; or

(7) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of telecommunications equipment containing polybrominated diphenyl ethers used by entities eligible to hold authorization in the Public Safety Pool under Code of Federal Regulations, title 47, part 90.

In-state retailers in possession of products on January 1, 2008, that are banned for sale under subdivision 1 may exhaust their stock through sales to the public. Nothing in this section restricts the ability of a manufacturer, importer, or distributor from transporting products containing polybrominated diphenyl ethers through the state, or storing such products in the state for later distribution outside the state.

325E.388 PENALTIES. A manufacturer who violates sections 325E.386 to 325E.388 is subject to a civil penalty not to exceed \$1,000 for each violation in the case of a first offense. A manufacturer is subject to a civil penalty not to exceed \$5,000 for each repeat offense. Penalties collected under this section must be deposited in an account in the special revenue fund and are appropriated in fiscal years 2008 and 2009 to the commissioner to implement and enforce this section.

66. **EMPLOYEE STATUS.** By order of the Governor's Executive Order 08-01, responders MUST certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota—Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this contract, the state reserves the right to determine what action it may take, including but not limited to cancelling the Contract, and/or suspending or debarring the Contract Vendor from state purchasing.

67. **STATE EMPLOYEE PARTICIPATION.** Not applicable.

68. **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 Minnesota Statutes 177.30-.32, 177.41-.44, 16.B, and 16C, and corresponding Rules 5200.1000 to 5200.1120.. The Contractor is solely responsible for payment of any and all required Prevailing Wage rates. In accordance with Minnesota Statutes 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.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION**

**TABLE OF ELIGIBLE TARGETED GROUP BUSINESSES
IN STATE OF MINNESOTA CONSTRUCTION CONTRACTS**
(Based on Commissioner's Findings and Order dated May 5, 1999)

**BUSINESSES LOCATED IN
SEVEN-COUNTY METROPOLITAN AREA**

(Anoka, Carver, Dakota, Hennepin, Ramsey, Scott & Washington Counties)
Groups eligible as Targeted Group Businesses are marked with an X

Group	Construction under \$5,000	Construction \$5,000 - \$500,000	Construction Subcontracts
African American	X	X	X
Asian Americans	X		
Hispanic Americans	X	X	X
Native Americans			X
Caucasian Females	X		
Disabled	X	X	X

**BUSINESSES LOCATED IN
REMAINDER OF MINNESOTA**

Groups eligible as Targeted Group Businesses are marked with an X

Group	Construction under \$5,000	Construction \$5,000 - \$500,000	Construction Subcontracts
African American	X	X	X
Asian Americans			
Hispanic Americans	X	X	
Native Americans			
Caucasian Females	X		
Disabled	X	X	X

(5/12/99)

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time in the solicitation and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**

We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**

We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company.

We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

- ☐ My response **does not** contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My response **does** contain trade secret information because it contains data that: is a formula, pattern, compilation, program, device, method, technique or process; **AND** is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND** derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. 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);
2. 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;
3. That the contents of the RFB 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 responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

ORDER ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

REMIT-TO ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: _____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award).

Unless specified otherwise in the Special Terms and Conditions, the report on Contract usage must consist of the total dollars expended, broken down by:

State agencies
CPV members

Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

Annually, or as requested
Final report after the end of the Contract

See the next page of an example of the data fields that are needed in your usage report.

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**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

ENVIRONMENTAL REPORTS

ENVIRONMENTAL PREFERENCE. Not applicable.

ENVIRONMENTAL PRODUCTS AND SERVICES

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 environmental codes* are:

EE	=	Energy Efficient	EM	=	Remanufactured	
LT	=	Less Toxic	RE	=	Repair	
PB	=	Plant-based	US	=	Used	
RB	=	Rebuilt	WC	=	Water Conserving	
RC	=	Recycled Content	MU	=	Multiple Codes	Specify: _____
(post-consumer: _____ %)			TO	=	Other	Specify: _____
RK	=	Reduced Packaging	NO	=	None	

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 and initial here: ☐ _____.

*See below for definitions of the environmental codes to assist in coding products by the line item.

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:

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at www.mmd.admin.state.mn.us/mn02000.htm.
(Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? ☐ Yes ☐ No If yes, are you an independent contractor? ☐ Yes ☐ No

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

(01/08)

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses are certified small businesses of which the principal place of business is in Minnesota and that are majority-owned and operated by either (check the box that applies and attach the certification documents with your response):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. § 197.447, 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; or
Required Documentation:
- certification by the United States Department of Veterans Affairs as a veteran-owned small business
 - discharge form (DD-214) dated on or after September 11, 2001 with condition honorable
- ☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.
Required Documentation:
certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Provide this form and the documentation above with your response. If you don't check a box above, or you don't provide the requested documentation, or you do not return this form, you will not be considered for this preference.

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE REQUEST FOR BID (RFB) AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. **ESTIMATED AMOUNT.** The estimated total dollar value of the Contract for **one year** is \$5,000.00 to \$100,000.00. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFB are estimated quantities only and impose no obligation upon the State either minimum or maximum.
2. **EMPHASIS IS PLACED ON THIS REQUIREMENT OF THE SOLICITATION.** The Contract shall be for the actual requirements of the State as ordered by or for the State agencies covered during the life of the Contract. There is no obligation imposed upon the State either minimum or maximum.
3. **SCOPE OF CONTRACT.** The work to be done, as defined in this bid document and as stated in the ensuing contracts, shall consist of furnishing all labor, tools, materials, equipment and all else necessary to legally and correctly repair leaks, and repair cedar, built-up, EPDM, TPO, metal, and asphalt shingle roofs (does not include shingle system replacement) on buildings throughout the State for agencies and CPV members. A low slope roof includes built-up, EPDM, or TPO. A steep slope roof includes asphalt or wood shingle style roof or sheet-metal roof.
4. **INSTRUCTIONS FOR SUBMITTING YOUR RESPONSE - ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download an Excel® format document from the following link:

[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13627R-635\(5\)RoofingPricePages.xls](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13627R-635(5)RoofingPricePages.xls)

The pricing sheets are in Excel® format and must be completed by the responder - one for each group of counties that have the identical pricing. The responder must complete the pricing sections on the disk and should submit the disk with their solicitation response. One paper copy (printout is recommended) of your pricing must be returned with your solicitation response or your response may be rejected. If only the paper copy of the pricing is received with your response, the Acquisition Management Specialist will make a written request for the disk and it will have to be received within five business days or your response will be rejected. If there is a discrepancy between the data provided on the diskette and the data on the paper copy, the paper copy shall prevail.

NO CHANGES may be made to the language in the pricing sections as provided with the RFB. If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.

This document contains solicitation items and quantities for entering price information. In order for you to download the document, you must type or copy and paste the link's file path and name into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

The "Save As" feature does not work from the printed link - you need to put the complete file name and path in your browser's address line and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

5. **QUESTIONS/CLARIFICATIONS.** Any questions and/or clarifications in regard to the solicitation response shall be made in writing, via fax or E-mail to Karen Larson, Acquisition Management Specialist, Fax 651.297.3996 or E-mail at Karen.Larson@state.mn.us. Answers will only be given in an addendum format. Questions received by telephone will not be answered. All questions must be submitted no later than seven (7) calendar days prior to the scheduled solicitation opening date. Responders are not to contact anyone within any other State Agency regarding this solicitation.
6. **AWARD.** The State reserves the right to award to more than one Contractor in any county, providing each Contractor is in compliance with all terms and conditions of the solicitation. If the State determines that the prices in a solicitation response are too high, the State may opt to not make an award on that response. The State will give appropriate preference consideration to eligible TG/ED responders. It is the State's intent to make one award to the lowest responder whose business is located in the county it is bidding on, and a second award to the lowest

responder for a county whether the responder is located in that county or not. (Example: Responder A is located in Ramsey County and Responder B and C are located in other counties; all these responders quoted on Ramsey County. Responder A quoted \$106.00. Responder B quoted \$105.00. Responder C quoted \$104.00. Two awards could be made: one to Responder A at \$106.00, because they are the lowest responder located in the county they are bidding on and one to Responder C at \$104.00, because they are the lowest responder for that county.) If the lowest responder is from the county that they are quoting on, then the second award could be made to the second lowest responder whether that responder is located in that county or not. At the State's sole discretion, it may determine that it is in its best interest to make more than two awards in a county. Contractors do not have to quote on all counties.

7. **COUNTIES WHERE THERE IS NO CONTRACT COVERAGE.** Agencies and CPV members that need work performed in a county that is not covered by a contract, are allowed to contact a Contractor who does have a contract for a county that abuts the county where the work is to be performed. Under such circumstances, the Contractor may agree at his/her discretion to extend the contract pricing, terms and conditions on an individual project basis.
8. **COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS.** The Contract will also be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State web site www.mmd.admin.state.mn.us.
9. **AGREEMENTS.** The State reserves the right to join agreements with other governmental purchasing cooperatives for procuring these goods and/or services that may be covered by these contracts.
10. **PRICE QUOTES.** If the owner requests a quote before work is ordered, the Contractor is entitled to be paid (up to a maximum of \$50.00, no mileage or travel time allowed) as long as the Contractor stated and the agency agreed to the cost of the quote before the quote was performed. The Contractor does not have to request payment to do a quote. An agency does not have to agree to pay for a quote. If the Contractor wants to be paid for a quote and the agency does not agree to the payment, then the Contractor does not have to perform the quote. If the agency pays for a quote and the Contractor proceeds with the work, the Contractor shall deduct the cost of the quote from the invoice amount.

Prior to starting work, the Contractor will be responsible for providing a quote showing the number of labor hours, travel hours, any mobilization, and the unit prices for materials to be used. Some agencies may decide to provide a drawing(s) for their individual project. All vendors shall 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.

11. **BUYING "OFF" CONTRACT.** At the owner's discretion, the owner's qualified personnel may do their own work even though it may be covered under this Contract. This Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar goods and services from other vendors.
12. **PURCHASE ORDER LIMITS.** Individual purchase orders, including associated change orders, issued against this contract shall be less than \$25,000.00 for Asphalt Shingle roof repairs (does not include shingle system replacement), and shall be less than \$50,000.00 for any other repair or type of roof covered under this contract. Agency requirements for \$25,000.00 and more for Asphalt Shingle roof repairs or \$50,000 and more for the other roof types will be bid and contracted for through established public works construction contracting procedures.
13. **CHANGE ORDERS.** Contract unit pricing will be used for changes (increases and/or decreases) in the work after the purchase order has been issued. Contractor may proceed with changes in the work after written acceptance from the agency contact person and will be adjusted by Change Order.
14. **RESPONSE TIME.** Initiation of work shall be done by individual agencies entering a contract release order (CRO) in the MAPS system. No work shall begin until the Contractor has received a purchase order. This purchase order will be presented to the Contractor by the authorized representative from each agency. Upon receipt of order, the Contractor shall contact the agency where work is to be performed within five (5) calendar days acknowledging the

receipt of the order and schedule work to start with the owner. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the agency.

15. **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 responder shall include in its quote all travel, labor, government taxes, Social Security, unemployment compensation insurance payments, employees' fringe benefits, complete insurance coverage of employees, property damage, public liability insurance, etc.

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.

16. **AWARD OF RELATED CONTRACTS.** In the event the State undertakes or awards supplemental contracts for work related to the Contract or any portion thereof, the Contractor shall cooperate fully with all other Contractors and the State in all such cases. All contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.
17. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor contract for work related to the Contract or any portion thereof, the current Contractor shall cooperate fully during the transition with all other Contractors and the State in all such cases. All contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.
18. **ITEMS OFFERED AS NEW.** All products, material, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the solicitation opening, unless otherwise stated in this solicitation.
19. **ADDITIONAL ITEMS.** During the contract period, the State of Minnesota reserves the right to request pricing for and add to the contract a limited number of like items to accommodate the need for any roofing materials or services that may have been inadvertently omitted from the lists included in this Request for Bid. The State reserves the right to add additional items during the life of the Contract that fall under the scope of the Contract.
20. **REQUIRED WORK PERFORMED BY CONTRACTOR:** The Contractor shall perform the roofing work with employees directly employed by the Contractor. The Contractor must have a minimum of 4 employees who do roofing work. Subcontracting will be allowed for sheet metal repairs.
21. **SUBCONTRACTING.** *List here the company names of all of the subcontractors that you intend to use for this Contract. (if required, attach additional sheets to the response) :*

Company Names:

_____	_____
_____	_____

Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the **Acquisition Management Specialist**, subcontract for the performance of any of the Contractor's obligations ***that were not already approved for subcontracting when the Contract was awarded.***

During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all **approved** subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

22. **SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contractor 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 Contractor 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 Contractor 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 Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor 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 Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, 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.
23. **LAW AND REGULATIONS.** Any and all service, articles or equipment furnished shall comply fully and be in compliance with all city, State, OSHA and all other applicable codes.
24. **WORKMANSHIP, LICENSES, AND PERMITS.** 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.
- All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances and legal requirements affecting their work in Minnesota. Permits required by local authorities shall be secured and paid for by the contractor.
25. **FIRE SAFETY INSTRUCTION FOR CONTRACTORS.** Contractors are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include (but are not limited to) building codes, plumbing codes, electrical codes, safety codes and the owners personnel/property protection codes. Contractors are responsible for obtaining the owner's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.
26. **PAYMENT.** Prior to final payment, the Contractor shall deliver an IC 134 – "Withholding Affidavit for Contractor" – to the agency or CPV Member where the work was completed. The IC 134 must be approved by the Minnesota Department of Revenue prior to final payment. For instructions on filing an IC-134 visit <http://www.taxes.state.mn.us>.
27. **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 with the warranty period. The warranty period shall not commence until final acceptance by owner.
28. **SECURITY.** Agencies will include their security requirements, if any, on each Contract Release Order (CRO) that they issue. Some agencies require that the Contractor and its employees entering their facilities possess a current photo identification card or no entry will be allowed. Some secure facilities require that all vehicles entering and leaving the facility be searched. The Contractor and its employees shall note that introducing contraband upon the grounds of such secure facilities is a violation of State Law and could result in prosecution.
29. **BACKGROUND CHECKS.** Some agencies require that the Contractor and its' employees provide signed authorizations for criminal history checks as well as a photocopy of each person's picture identification card that would work at their facility prior to the work being performed. The State reserves the right to decline any Contractor's employee with an offense on their record. CPV members should follow their procedures for verification of Contractor employee acceptance and reserves the right to decline any Contractor's employee with an offense on their record. All entities must comply with the Minn. Stat. Ch. 364 on Rehabilitation of Criminal Offenders. All costs associated

with this request shall be the responsibility of the Contractor. The Contractor shall also conduct its own check of any job applicant's work background.

30. **REQUIREMENTS FOR INSURANCE.** Successful responders will be required to furnish certificates of insurance for the coverages named in the General Insurance Requirements section of this solicitation.
31. **BUILDERS RISK INSURANCE.** CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.
32. **REMOVED ITEMS/CLEAN-UP.** It will be the Contractor's responsibility to legally dispose of all materials and supplies removed and/or used during the job.
33. **STATE DESIGNATED HOLIDAYS.** The following days shall be defined as State Holidays:

New Years Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas

34. **NON-MINNESOTA CONTRACTORS.** Minnesota Statute §290.9705 requires public entities to deduct and withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed \$50,000.

The statute allows for an exemption of this requirement under specific circumstances that are listed in the "Reason for Exemption" section of the Exemption from Surety Deposits for Non-Minnesota Contractors (SDE) form. The Contractor must file a separate application for exemption for each contract that is over, or expected to go over \$50,000 cumulative per calendar year.

In order to formalize this exemption you must, prior to being sent a contract award, complete Form SDE which is available at <http://www.taxes.state.mn.us/forms/sde.pdf>, and provide this department with a copy executed by the Department of Revenue or comply with requirements set forth by the Department of Revenue.

An out of state contractor must submit a completed form signed by the Department of Revenue prior to contract award. The correct address to send these forms for execution is:

Minnesota Department of Revenue
Mail Section 6501
St. Paul, MN 55146-6501

35. **PREVAILING WAGES.**

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 the 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.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. 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. Additional classifications may develop

between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

In accordance with Minnesota Statutes 177.30 subd. 4 and 177.43 subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, a certified payroll report via E-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate E-mail addresses provided on the Purchase Orders:

- 1) STATE AGENCIES must list the E-mail addresses on their purchase orders.
- 2) CPV Members must indicate if they need certified payroll reports and the appropriate addresses for submission on their purchase orders.

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. 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.

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.

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, subd. 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, subd. 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.

How To Provide Information For Mn/DOT:

To meet Minnesota Statutes 177.43 requirements, the contractor and subcontractor(s) shall submit payroll forms according to Mn/DOT (Office of Construction, Transportation Building, Room 120, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements as shown on Attachment A.

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

(A copy of Attachment A For Mn/DOT Use Only from Appendix Q of the ALP Manual should be attached to this solicitation.)

If you have questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

FOR Mn/DOT USE ONLY

ATTACHMENT A **PREVAILING WAGE PAYROLL REPORTING FOR Mn/DOT**

Dear Prime Contractor:

As Mn/DOT has executed the contract for the completion of this Project with you, you are responsible to ensure that you, and all subcontractors performing work to complete the Project, comply with the contract Labor Standards Provisions.

Section 00100 Instructions to Bidders and Section 00810 Special Provisions of the Project Specifications include an outline of the provisions stated in Minnesota Statutes 177.41 to 177.43 and 177.44 subds. 3, 4, and 5 and Minnesota Rules 5200.1070 and 5200-1100.

To determine if compliance with the applicable Statutes and Rules has been demonstrated, this office:

- May request submission of executed subcontract agreements to verify that Section 00810 Special Provisions, and the Prevailing Wage Rate Schedule are included
- Will verify that you have posted and are maintaining the proper labor notices and wage rates in a conspicuous place at the project site. This information **must be accessible to all employees and must be posted on the first day of the project**. Each poster board must be maintained so that all information remains readable throughout the life of the project. Poster Boards located at off-site facilities or inside trailers are unacceptable.
- May conduct on-site interviews of employees performing work to complete the project (*Interviews are conducted during employee work hours, not during their morning, lunch, or afternoon break.*)
- Requires that each contractor and subcontractor identify all persons performing work to complete the project on a payroll report:
 - Payroll Reports shall include:
 - the name, social security number, address of each employee, and his or her correct classification represented by classification code
 - hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent)
 - daily and weekly number of hours worked
 - total gross wages earned
 - total deductions made, and
 - total net wages paid
- Requires that all payrolls be certified by attaching to each report a completed and executed 21658 Form or equivalent statement (*The Federal Form WH-347 is not acceptable when certifying payroll reports applicable to Mn/DOT Projects.*)
- Requires identification of the Apprenticeship Agreement Number for all apprentices included on payroll reports. Companies with apprentices must follow the approved apprentice to journeyworker ratio levels established by the approving agency (*Apprentices not registered with the Minnesota Department of Labor and Industry or the Federal Bureau of Apprenticeship, or in violation of the approved apprentice to journeyman ratio levels established by the approving agency are not exempt from receiving the prevailing wage and must be compensated at the journeyworker rate of the work they are performing.*)
- Will verify that all persons performing work to complete the project, including owners, partners, corporate officers, working foremen and salaried employees, have been paid an amount equal to the base wage rate plus fringe benefits applicable to the work classification included in the Project Wage Decision
- Will verify that all project hours of work performed in excess of the prevailing hours of labor will be compensated at the required overtime rate
- Recommends that the employee time cards or records identify the type of work performed, the amount of time spent performing the work, and, be signed by the employee
- Requires that, when compensating employees performing work in more than one classification at the rate specified for each classification, the employee time cards or records identify the type of work performed, the amount of time spent performing the work, and, be signed by the employee

Enclosures: Required Posters: Notice to Workers
Notice of Nondiscrimination in Employment
Workers Compensation
OSHA

Mn/DOT Example Payroll Report Form
Required Mn/DOT 21658 Payroll Certification Form
Mn/DOT Instructions for Completion of Payroll Reports and Required Certification Forms

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07100 LEAK REPAIRS
REPAIR AND MAINTENANCE

PART 1 - GENERAL

1.1 Description

- A. Furnish and install weather and watertight leak repairs complete in place, as specified herein, for a complete and proper installation.

- 1. All work is to be performed in accordance with current OSHA practices.

1.2 Quality Assurance

- A. Standards: Comply with the standards specified in this section and as listed in the general requirements.
- B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturer's regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the State.
- C. Qualifications of Contractor: The contractor and his personnel shall be currently approved by the manufacturer of the approved products as qualified to install the materials of this section.
- D. Qualifications of Installers: Use adequate numbers of skilled installers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

1.3 Referenced

- A. Materials used in this section shall be listed in the latest editions of the following:
 - 1. Factory Mutual System Approval Guide - equipment, materials, services for conservation of property.
 - 2. Underwriters Laboratories, Inc. - building materials directory.
 - 3. Handbook of Accepted Roofing Knowledge "HARK" - National Roofing Contractors Association. Available at www.nrca.net/

PART 2 - PRODUCTS

2.1 Materials

- A. Refer to the appropriate section for complete product list.

PART 3 - EXECUTION

3.1 Leak Repair Procedures

- A. A chain of communication will be established and the contractor will provide a list of phone numbers including after hours and emergency numbers. The ordering agency will also provide a list of person(s) to contact in coordinating any repairs.
- B. Upon reaching 16 man hours on any given repair, the contractor is to notify the state's designated representative as to the status of the repair and the estimated amount of time required to complete the repair.
- C. Upon completing the repair, the contractor is to notify the state and summarize the repair procedures performed.
- D. If necessary, provide an immediate temporary repair, and notify the representative of temporary procedures and all further required actions to be taken.

- END OF SECTION -

07310 STEEP SLOPE ASPHALT SHINGLES

REPAIR AND REPLACEMENT

PART 1 - GENERAL

1.1 Description

- A. Furnish and install weather and watertight asphalt shingle repairs complete in place, as specified herein, for a complete and proper installation including but not limited to:
 - 1. The removal of existing metal flashings, counterflashings and all other items as necessary for a complete waterproof installation. Dispose of refuse legally.
 - 2. Contractor shall take all necessary precautions to protect owners' property from damage caused by weather conditions, excessive loading of the existing structural system or careless workmanship.
 - 3. All work is to be performed in accordance with current OSHA practices.
 - 4. Roofing installation shall conform to Minnesota State Building Code.

1.2 Quality Assurance

- A. Standards: Comply with the standards specified in this section and as listed in the general and special requirements.
- B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.
- C. Qualifications of Contractor: The contractor and his personnel shall be currently approved by the manufacturer of the approved products as qualified to install the materials of this section.
- D. Qualifications of Installers: Use adequate numbers of skilled installers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

1.3 References

- A. Materials used in this section shall be listed in the latest editions of the following:
 - 1. Factory Mutual System Approval Guide-equipment, materials, services for conservation of property.
 - 2. Underwriters Laboratories, Inc. - building materials directory.
 - 3. Handbook of Accepted Roofing Knowledge "HARK" - National Roofing Contractors Association. Available at www.nrca.net/
 - 4. Asphalt Shingle Manufacturers Guide.

PART 2 - PRODUCTS

2.1 Asphalt Shingles

- A. Asphalt Shingles – 70 mph wind resistance
 - 1) Asphalt shingles, fiberglass base, mineral granule – surfaced type, two ply laminated ASTM D3462 Class A self sealing color selected from standard colors.

2) Acceptable Manufacturers/Product

- a. Elk Corp/Raised Profile
- b. GAF Materials Corp/Timberline 30
- c. Approved - equivalent

B. Asphalt Shingles – 80 mph wind resistance

1) Asphalt shingles, fiberglass base, mineral granule – surfaced type, two ply laminated ASTM D3462 Class A self sealing color selected from standard colors.

2) Acceptable Manufacturers/Product

- a. Elk Corp/Prestique High Definition
- b. GAF Materials Corp/Timberline Select 40
- c. Owens/Corning/Oakridge Pro 40
- d. Approved - equivalent

C. Asphalt Shingles – 90 mph wind resistance

1) Asphalt shingles, fiberglass base, mineral granule – surfaced type, two ply laminated ASTM D3462 Class A self sealing color selected from standard colors.

2) Acceptable Manufacturers/Product

- a. Elk Corp/Prestique I High Definition
- b. GAF Materials Corp/Timberline Ultra
- c. Owens/Corning/Oakridge Pro 50
- d. Approved - equivalent

2.2 Underlayment Felt

A. Underlayment – 30# asphalt saturated roofers felt and shall meet or exceed ASTM:D226.

2.3 Self-Adhering Membrane Underlayment

A. A 0.040" self adhering membrane composed of a polyethylene and polymer modified asphalt meeting the requirements of ASTM:D1970.

B. Ice dam protection materials

- 1. W. R. Grace Ice and Water Shield
- 2. Tamko Moisture Guard.
- 3. Miradri water and ice protection membrane
- 4. Carlisle - CWW - 707 self-adhering roof underlayment
- 5. Approved - equivalent

2.4 Asphalt Flashing Cement

A. Roofing flashing cement shall be an asbestos free, trowel grade, asphalt based and conform to ASTM:D4586 Type I Class I.

2.5 Fasteners

A. Shingle fasteners shall be of adequate design to achieve substantial and positive anchorage and consist of galvanized nails of suitable length to penetrate all layers of roofing and achieve 3/4 inch embedment in wood substrate or fully penetrate through laminated wood panels.

- 1. Simplex nails for #30 underlayment roofing felts shall be ring shanked and have a one inch head.

2. Shingle nails shall be ten gauge barbed minimum 1 ½" long (ridge 2") with 7/16" diameter head. Note: Staples are not acceptable.

B. Nails – large head 1" barbed zinc coated roofing nails.

2.6 PREFINISHED METAL FLASHING

- A. All metal flashing shall be 24-gauge prefinished galvanized flashing.
 1. Metal shall be Armco zinc grip steel 24-gauge with standard PPG Duranar 200 fluoreopolymer coating system.
 2. Finished shall be protected with strippable plastic film finished side.
 3. Finish shall be warranted against failure under standard PPG coating warranty fully covering cost of material and labor.
- B. Acceptable Manufacturers:
 1. Vincent Brass and Aluminum - - Colorklad"
 2. Peterson Alum-- "Pac-Clad"
 3. Foremost MFG. Co.-- Foremost Kynar 500
 4. Copper Sales Inc.-- UNA Clad
 1. Berridge Manufacturing Co.
- C. Furnish overhanging drip edge at roof eaves.
- D. Ridge vent shall be shingle-over ridge Vent as manufactured by:
 1. GAF Corbra Ridge Vent
 2. Lornanco Omniridge Vent
 3. Cor-A-Vent, Inc. V-600
 4. Approved - equivalent

PART 3 - EXECUTION

3.1 Valley and Wall Flashing Installation

- A. At areas of deterioration to the shingles at the valley or wall flashing, the following is to be performed:
 1. To the surface of the wood deck substrate, apply a suitable self-adhering membrane extending a minimum of 30 inches on each side of the valley and/or 8 inches up the wall.
 2. Install one ply of #30 asphalt-saturated organic felt and one ply of self-adhering membrane underlayment. Note: lap onto existing underlayment a minimum of 6 inches.
 3. Set all-new metal mechanically attached to the substrate and embedded in a solid troweling of plastic cement to the surface of the #30 finishing felt.
 4. Install the shingle roof assembly as per manufacturer's requirements.
 5. Lay shingles in a stair-step fashion so end joints are offset at either 1/3 or ½ shingle length from the previous row, but system shall be consistent over all repair areas.
 6. Use four nails in each shingle, placed on line 5/8 inch under the bottom edge of the next line of shingles. Place nails one inch from each end strip and balance them evenly spaced between. Should any nail fail to penetrate solid decking, remove and replace the nail and seal the hole.
 7. Run a chalk line so the valley will be three inches wide on each side of the center line at the top and diverge 1/8 inch per foot down to the eaves. Neatly trim the shingles to this line. Clip off and secure the upper inside corner of each shingle to the valley with asphalt plastic cement.

8. Run courses true to line with end joints properly placed. Leave shingles flat without wave and properly placed.

3.2 Penetrations

- A. At areas where deterioration to the existing penetration has occurred, or where new penetrations are added, the following is performed:
 1. Install one ply of self-adhering membrane and one #30 felt.
 2. All penetrations shall be sealed to the surface of the #30 underlayment, with the flange section embedded in a solid troweling of plastic cement. Strip in the flange with #30 felt.
 3. The flange section of the downslope area of the roof will be exposed. The up slope flange section shall be installed so that the shingles fit tightly throughout.

3.3 Shingle Reroofing Installation

- A. Remove existing roof down to the roof deck.
 1. Surfaces scheduled to receive roofing are to be free of any moisture, loose debris, dust and dirt.
 2. Substrate is to be smooth, free of any sharp projections, and free to obvious depressions.
- B. To the surface of the wood deck substrate, apply a suitable self-adhering membrane extending down the fascia at all perimeter edges.
- C. Starting at the perimeter edge, install one ply of #30 asphalt-saturated organic felts shingle-fashion over the entire roof.
- D. Set all perimeter edge metal to match existing, mechanically attached to the substrate and embedded in a solid troweling of plastic cement to the surface of the #30 finishing felt.
- E. Extending from the perimeter, install a 9" minimum 90# granular starter strip, tack-nailed in place. Place 3/8" over eave and rake edges.
- F. Install the shingle roof assembly as specified and as per manufacturer's requirements.
- G. Seal the asphalt shingles of the bottom course to the starter strip with quarter-size dabs of plastic cement under each tab.
- H. Ensure alignment by running vertical line down center of roof and laying shingles from center to rake and snapping chalk line at least every fourth course to control horizontal alignment.
- I. Lay shingles in stair-step fashion so end joints are offset from previous row. Offset shall be consistent over entire roof to match existing.
- J. Use four nails in each shingle placed on line 5/8 inch under bottom edge of next line of shingles. Should any nail fail to penetrate solid decking, remove and replace. Note: Seal hole with plastic cement.
- K. Run caulk line so valley will be 3 inches wide on each side of center line at top and diverge 1/8 inch/ft. down to eaves. Neatly trim shingles to this line. Clip off and secure upper inside corner of each shingle to valley with asphalt cement.
- L. Run courses true to line with end joints properly placed. Install shingles flat without wave or ridges.
- M. At all valley sections, additional underlayment shall be provided using self-adhering membrane and #30 felt.
- N. All ridge and gable sections shall be accomplished using pre-manufactured shingles with 8 inch exposure, blind nailed and tabbed with asphalt plastic cement.

- O. All penetrations shall be sealed to the surface of the #30 underlayment with the flange section of the metal flashing embedded in a solid troweling of plastic cement.

Note: The flange section of the metal flashings on the down slope area of the roof will be exposed. The up slope flange section shall be installed so that the shingles fit tightly throughout.

- END OF SECTION -

07315 STEEP SLOPE CEDAR SHAKE AND SHINGLE REPLACEMENT

PART 1 - GENERAL

1.1 Description

- A. Furnish and install weather and watertight cedar shingle and shake roofing complete in place, as specified herein, for a complete and proper installation including but not limited to:
 - 1. Work shall include the removal of the existing shingles, shakes, and metal flashings and all other items as necessary for a complete waterproof type installation. Dispose of refuse legally.
 - 2. Contractor shall take all necessary precautions to protect owners' property from damage caused by weather conditions, excessive loading of the existing structural system or careless workmanship.
 - 3. All work is to be performed in accordance with current OSHA practices.

1.2 Quality Assurance

- A. Standards: Comply with the standards specified in this section.
- B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturer's regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.
- C. Qualifications of Contractor: The contractor and his personnel shall be currently approved by the manufacturer of the approved products as qualified to install the materials of this section.
- D. Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

1.3 Referenced

- A. Materials used in this section shall be listed in the latest editions of the following:
 - 1. Factory Mutual System Approved Guide - equipment, materials, services for conservation of property.
 - 2. Underwriters Laboratories, Inc. - building materials directory.
 - 3. Handbook of Accepted Roofing Knowledge HARK - National Roofing Contractors Association. Available at www.nrca.net/
 - 4. Cedar shake and shingle Bureau. Available at www.cedarbureau.org

PART 2 - PRODUCTS

2.1 General

- A. Minimum product requirements have been listed. All of these components must be used and bid. Provide fire treated materials where required by code.

2.2 Cedar Shakes

- A. Cedar shakes will be premium grade, heavy, hand-split, re-sawn, western red cedar shakes, 24" in length, 4" minimum width, 14" maximum width, with a 3/4" thickness. The shakes are to be clear heartwood, 100% grain with no defects.

2.3 Cedar Shingles

- A. Cedar shingles are to be number 1, blue label, western red cedar shingles, 100% heartwood, 100% clear, 100% edge grain and length to match existing (assume 16").
- B. Hip and ridge units are to be manufactured from quality, #1 grade blue label cedar shingles.

2.4 Interlayment, Underlayment

- A. Asphalt organic roofing felt will be Type II and shall meet or exceed ASTM:D226 and be supplied by the following manufacturers:
 - 1. #30 felt regular by Tamko.
 - 2. Approved Equal
- B. A 0.045" self-adhering modified bituminous sheet as manufactured by:
 - 1. Ice and water shield by W.R. Grace
 - 2. Approved Equal

2.5 Asphalt Plastic Cement (Asbestos Free)

- A. Roofing flashing cement shall be an asbestos free, trowel grade, asphalt based and conform to ASTM:D4586 Type I Class I.

2.6 Related Materials

- A. Pipe or vent jackets shall be a frost type fabricated or galvanized metal, and designed for use on slope roof construction.
- B. Shake and shingle fasteners shall be of adequate design to achieve substantial and positive anchorage and consist of galvanized nails of suitable length to achieve 3/4 inch embedment in roof deck or penetrate through laminated wood products 1/4".
 - 1. Simplex nails for #30 interlayment felt shall be ring shanked and have a one inch head.
 - 2. Shank nails shall be hot-dipped galvanized 6d "box" nails or longer to penetrate substrate, or non-corroding metal staples.

PART 3 - EXECUTION

3.1 Surface Conditions

- A. Surfaces scheduled to receive roofing are to be free of any moisture, dew, loose debris, dust and dirt.
- B. Substrate is to be smooth, free of sharp projections, and free of obvious depressions.
- C. All metal fittings specified are to be in place before shingle roofing unless installation integration is to be at the time of shingle application.

3.2 Installation of Cedar Shakes

- A. To the surface of the wood deck substrate, apply the self-adhering, modified bituminous underlayment.
- B. Set all perimeter edge metal as specified, mechanically attached to the substrate and embedded in a solid troweling of plastic cement.
- C. Apply #30 felt at the eave line with adequate width to extend 24" from inside of exterior wall.

- D. Extending from the perimeter, install an under course of premium grade red cedar shakes.
- E. Install the first course of premium grade, heavy, hand-split, re-sawn shakes, The butts of the shakes in the first course shall project 1 ½" from the edge of the roof eave. Shakes shall project approximately 1 inch at gable and rake edges.
- F. Shakes shall be spaced not less than 3/8" nor more than 5/8". Shakes shall be installed at an exposure of 10 inches. Nails shall be driven flush, but not so that the nail head crushes the wood. They shall be placed approximately 3/4" to 1" from the side edge of the shingles and approximately 1 ½ inches above the butt line of the following course. Each shake shall be secured with two full driven, galvanized, 6d "box" nails.
- G. An 18" strip of #30 roofing felt interlayment shall be applied over the top portion of the shakes and extend onto the sheathing. The bottom edge of the felt shall be positioned at a distance above the butt end equal to twice the weather exposure.

3.3 Installation of Cedar Shingles

- A. To the surface of the wood deck substrate, apply the self-adhering, modified bituminous underlayment.
- B. Set all perimeter edge metal as specified, mechanically attached to the substrate and embedded in a solid troweling of plastic cement.
- C. Starting at the eaves, install one ply of #30 asphalt-saturated organic felt over the entire roof area.
- D. Extending from the perimeter, install an under course of number 1, blue label, western red cedar shingles.
- E. Install the first course of number 1, blue label, western red cedar shingles. The butt of the shingles in the first course shall project 1 ½" from the edge of the roof eave. Shakes shall project approximately 1 inch at gable and rake edges.
- F. Shingles shall be spaced not less than 1/4" nor more than 3/8" and installed at an exposure of 5 inches or to match existing. Nails shall be driven flush, but not so that the nail head crushes the wood. They shall be placed approximately 3/4" to 1 inch from the side edge of the shingles and approximately 1 ½ inches above the butt line of the following course. Each shingle shall be secured with two full-driven, galvanized, 3d "box" nails.

- END OF SECTION -

07510 BUILT-UP ROOFING
REPAIR AND MAINTENANCE

PART 1 - GENERAL

1.1 Description

- A. Furnish and install weather and watertight built-up roofing repairs complete in place, as specified herein, for a complete and proper installation including but not limited to:
 - 1. Work shall include the removal of existing metal flashings and all other items as necessary for a complete waterproofing type installation.
 - 2. Contractor shall take all necessary precautions to protect owners' property from damage caused by weather conditions, excessive loading of the existing structural system or careless workmanship.
 - 3. All work is to be performed in accordance with current OSHA practices.

1.2 Quality Assurance

- A. Standards: Comply with the standards specified in this section and as listed in the general requirements.
- B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturer's regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.
- C. Qualifications of Contractor: The contractor and his personnel shall be currently approved by the manufacturer of the approved products as qualified to install the materials of this section.
- D. Qualifications of Installers: Use adequate numbers of skilled installers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

1.3 References

- A. Materials used in this section shall be listed in the latest editions of the following:
 - 1. Factory Mutual System Approval Guide-equipment, materials, services for conservation of property.
 - 2. Underwriters Laboratories, Inc. - building materials directory.
 - 3. Handbook of Accepted Roofing Knowledge "HARK" - National Roofing Contractors Association. Available at www.nrca.net/PART 2 - PRODUCTS

2.1 General

- A. Minimum product requirements have been listed. All of these components must be used and bid.

2.2 Finishing Felts

- A. Fiberglass roofing felts shall meet or exceed ASTM:D2178, Type IV and be supplied by Johns Manville, GAF, or approved equal.

2.3 Modified Bitumen Base Flashings and Membrane

- A. Granular surfaced modified bitumen product combining a glass fiber mat, glass fiber web and/or polyester core as manufactured by Johns Manville or GAF.

2.4 Roofing Bitumen

- A. Type II (flat) roofing asphalt shall conform to ASTM:D312 and have a softening point of 158 degrees F. minimum, to 176 degrees F. maximum; flash point of 475 degrees F. minimum.
- B. Type III (steep) roofing asphalt shall conform to ASTM:D312 and have a softening point of 185 degrees F. Minimum, to 205 degrees F. maximum; flash point of 475 degrees F. minimum.

2.5 Gravel, Coatings and Cements

- A. Gravel shall be commercial grade, washed, opaque, ½ inch to number 4 sieve, or 3/8 to 3/4 inch depending on application, and shall comply with ASTM:D1863. No more than 10% of any lot shall be outside these size requirements. Gravel shall be dry and free of dust, soil and foreign matter.
- B. Roofing flashing cement for vertical surfaces shall be a trowel grade, asphalt-based and conform to ASTM:D4586 Type I Class I. Also, cement must be asbestos free.
- C. Asphaltic emulsion coating for vertical surfaces and conform to ASTM:D1227 Type II.
- D. Aluminum fibrated coating shall be brush applied and meet ASTM:D2824.

PART 3 - EXECUTION

3.1 Base Flashing Coating

- A. At locations where a general deterioration of the surface of the base flashing is occurring or the repairs are not extensive enough to warrant complete reflashing, the following is to be performed.
 - 1. Using a stiff broom, clean the face of the exposed base flashing of all dirt and debris extending approximately 12" out onto the surface of the roof.
 - 2. Cut out any loose or delaminated sections of base flashing.
 - 3. Apply a layer of plastic cement extending 6" out onto the roof membrane and over the entire exposed surface of the base flashing.
 - 4. Embed a layer of fiberglass reinforcing fabric into the plastic cement.
 - 5. Install an additional layer of plastic cement extending approximately 6" out onto the roof membrane and covering the original base flashing locations.
 - 6. Apply two coats of fibrated aluminum coating over the entire surface of the base flashing.

3.2 Delaminated Flashing Repair

- A. At locations where the flashing is blistered or is not adhered to the surface of the wall or cant, the following repair procedures are to be followed:
 - 1. Remove any sheet metal coping or counterflashing in the vicinity of the repair area.
 - 2. Cut out all delaminated sections of flashing.
 - 3. If present, spud the existing gravel surfacing a minimum of 12" from the toe of the cant.
 - 4. Ensure the area is completely free of moisture or debris.
 - 5. Install an additional section of modified bitumen cap flashing adhered in type III asphalt over the affected area.
 - 6. Mechanically fasten the top horizontal edge of the flashing repair using disc head nails installed at the rate of 6" on center.

7. Apply a solid troweling of plastic cement and fiberglass reinforcement fabric to both the vertical and top horizontal seams of the flashing repair.
8. Resecure the sheet metal and counterflashings removed prior to performing the repair with neoprene gasketed fasteners.

3.2 Base Flashing Replacement

- A. At locations where it has been determined that the existing base flashings are in deteriorated condition and in need of replacement, the following procedures are to be followed.
 1. Remove all existing sheet metal copings and counterflashing from locations affecting the base flashings to be replaced.
 2. Spud all embedded gravel surfacing approximately 18" from the toe of the cant out onto the field of the roof membrane.
 3. Remove the existing cap flashing and backer felts.
 4. Apply an asphalt primer to the surface of the membrane area and adjacent flashing sections and allow to dry.
 5. Install two layers of type IV fiberglass felt in type III asphalt in shingle fashion extending 4" and 8" beyond the toe of the cant and up the vertical surface of the cant, extending a minimum of 4" above the cant.
 6. Install a modified bitumen cap flashing in type III asphalt extending 12" out beyond the toe of the cant and 8" up the vertical surface of the wall.
 7. Secure the top horizontal edge of the newly installed base flashing with disc head nails secured at the rate of 6" on center.
 8. Install plastic cement and fiberglass reinforcement fabric at all vertical and top horizontal and seams in the base flashing.
 9. Apply an additional asphalt flood coat and reinstall the existing gravel at all locations where the original materials has been spudded back.
 10. Resecure any sheet metal coping or counterflashing with neoprene gasketed screws.

3.3 Membrane Resurfacing

- A. At locations where it has been determined that the roofing felt is exposed or in need of resurfacing, the following procedures are to be performed:
 1. Remove all loose gravel and debris from the area to be repaired.
 2. Apply an asphalt primer to the repair and allow to dry.
 3. Apply a flood coat of 60 lbs. per square of type III asphalt.
 4. While the asphalt is still hot, redistribute the existing gravel, and where necessary, install additional aggregate surfacing.

3.4 Membrane Blister Repairs

- A. At areas where roof blisters are to be repaired, the following is to be performed:
 1. Contractor shall spud and remove the existing gravel approximately 24" from around the area to be repaired.

2. Cut out the entire delaminated portion of the felt carefully so as not to damage any remaining felt that is to be left in-place.
3. Install an asphalt primer over the repair area extending out into the spudded gravel surfacing and allow to dry.
4. Fill any voids present with #15 organic felt and type III asphalt and/or wood fiber insulation to ensure the repair area is level with the adjacent roof membrane. Install three plies of type IV fiberglass felt embedded in type III asphalt at the rate of 25 lbs. per square. The first ply should extend beyond the cut area by 12". Subsequent plies should overlap the preceding plies by at least 4".
5. Apply a flood coat of type III asphalt at the rate of 60 lbs. per square and while still hot embed the existing gravel. Where necessary, install new gravel.

3.5 Membrane Ridge/Split Repairs

A. At locations where ridges or splits are present within the membrane assembly, the following is to be performed:

1. Spud back the embedded gravel surfacing for approximately 20" on either side of the ridge or split.
2. If a ridge repair, cut down the ridge to rest level with the adjacent roof membrane.
3. Any voids present at a split area to be filled with plastic roof cement.
4. Install three plies of type IV fiberglass felt in type III asphalt. The first ply should extend 12" beyond either side of the repair area. The two additional plies should extend 4" beyond each preceding ply.
5. Install a new application of type III asphalt flood coat at the rate of 60 lbs. per square and while still hot embed the existing roof gravel and any new roofing gravel as necessary.

3.6 Gravel Stop Repairs

A. At locations where it has been determined that the gravel stop is to be stripped in, the following repairs are to be performed:

1. Spud all aggregate surfacing extending approximately 30" onto the field of the roof membrane.
2. Remove as thoroughly as possible any loose or deteriorated felts adhering to the sheet metal flange.
3. Thoroughly clean the surfaced of the exposed membrane of all dirt and debris and prepare accordingly:
 - a. Asphalt - Apply an asphalt primer to the affected roof area and metal flange and allow to dry.
 - b. Coal Tar Pitch - to provide a suitable surface it may be necessary to lightly torch the area to be covered to remove any dirt or dust and prime the sheet metal.
 - c. Install two layers of fiberglass felt with the first layer extending 12" beyond the base of the gravel stop flange and the next layer extending 4" beyond the previous layer.
 - d. Apply a granular surfaced modified cap sheet extending 4" beyond the preceding ply.
 - e. Over any exposed areas of membrane, apply asphalt flood coat at the rate of 60 lbs. per square and while still hot embed the existing gravel surfacing.

3.7 Membrane Replacement

A. At locations where it has been determined that the membrane is deteriorated or damaged and in need of replacement, the following repair procedures are to be performed.

1. Spud back the existing gravel surfacing approximately 3' from the edge of the repair area.

2. Cut out and remove the affected membrane area down to the surface of the underlying insulation.
3. Install an asphalt primer to the underlying insulation.
4. Install a ½" wood fiber insulation in the repair area to allow the height to match the original membrane. It is acceptable for the repair to sit slightly higher than the original membrane, however, if necessary the outside edge of the woodfiber insulation is to be beveled down to allow for a smooth transition of the repair membrane.
5. Install 4 full plies of type IV fiberglass felt in Type III asphalt over the repair area. The first ply of these felts is to extend 6" out onto the existing roof system with each subsequent ply extending an additional 4" beyond the previous.
6. Install a flood coat of type III asphalt over the repair area at the rate of 60 lbs. per square and while still hot embed new clean dry roofing gravel at the rate of 400 lbs. per sq. ft.

3.8 Modified Bitumen Membrane Patch Repair

A. At locations where it has been determined that the modified bitumen membrane is deteriorated or damaged and in need of repair, the following is to be performed.

1. To promote thorough adhesion of a patch, contaminants, surfacing, ballast or loose granules from the surface of the membrane or flashing to be repaired. The area to be prepared should extend beyond the perimeter of the patch to provide an ample clean work area on which to install the patch.
2. Clean the surface of the membrane. If the membrane surface has been flood coated and aggregate embedded, carefully spud the aggregate free from the surface and sweep clean. The exposed asphalt flood coat may need to be heated with a torch in order to smooth out irregularities, then allowed to cool.
3. Prime the surface of the membrane with asphalt primer and allow to dry. Primer contains solvents and is used to enhance adhesion; however, overuse of primer can harm the membrane.
4. Cut a patch of like material 8 inches (203 mm) large in all dimensions than the defects to be repaired. Round the corners of the patch to a minimum radius of 3 inches (76 mm).
5. Install the patch in hot asphalt, cold adhesive or by heat welding in accordance with the patch materials manufacturer's recommendation over the repair area, extending 8 inches (203 mm) in all directions from any part of the defect. When using hot asphalt as the method of application, use Type IV asphalt and take care to maintain the asphalt at a minimum of 400 degrees F (205 degrees C) at the point of application. When torching, work gradually, applying heat only sufficient to achieve adhesion without damaging the membrane reinforcement or scorching surrounding membrane.
6. Apply moderate pressure to the patch to assure adhesion to the existing membrane.

- END OF SECTION -

07530 EPDM

REPAIR AND MAINTENANCE

PART 1 - GENERAL

1.1 Description

- A. Furnish and install weather and watertight EPDM roof repairs complete in place, as specified herein, for a complete and proper installation including but not limited to:
 - 1. The removal of existing metal flashings, counterflashings and all other items as necessary for a complete waterproof installation.
 - 2. Contractor shall take all necessary precautions to protect owners' property from damage caused by weather conditions, excessive loading of the existing structural system or careless workmanship.
 - 3. All work is to be performed in accordance with current OSHA practices.

1.2 Quality Assurance

- A. Standards: Comply with the standards specified in this section and as listed in the general requirements.
- B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturer's regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.
- C. Qualifications of Contractor: The contractor and his personnel shall be currently approved by the manufacturer of the approved products as qualified to install the materials of this section.
- D. Qualifications of Installers: Use adequate numbers of skilled installers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

PART 2 - PRODUCTS

2.1 Materials

- A. EPDM Roofing Membrane:
 - 1. EPDM roofing membrane shall consist of 0.060 inch (60 mil) thick calendared ethylene propylene diene monomer (EPDM) compounded elastomer type sheet material as supplied by Genflex, Carlisle, Firestone, Johns Manville, or Versico.
 - 2. Components for the above membrane such as solvents, cleaners, tools and other related items, unless otherwise specified, shall be the products recommended for the purpose or certified by the membrane manufacturer as compatible.
- B. Related Materials:
 - 1. Related materials for the above single-ply membrane roofing system shall consist of the following or as recommended by the membrane manufacturer.
 - a. Membrane flashing shall be 0.060 inch (60 mil) thick uncured EPDM.
 - b. Bonding adhesive, splice wash, splicing cement, "water cut-off mastic", molded pipe flashing, pourable sealer, rubber fastening strips (if required) and all other related materials shall be compatible with materials with which is to be used and shall be furnished by membrane manufacturer.

PART 3 - EXECUTION

3.1 Remedial Base Flashing Repairs

- A. At locations where tears are present in the single-ply flashings, the following procedures are to be performed.
 - 1. Use the manufacturers recommended method of cleaning the membrane adjacent to the repair area.
 - 2. Adhere the single ply membrane over the repair area extending 6" beyond the affected area.
 - 3. Install lap sealant at all exposed edges of the repair.

3.2 Base Flashing Repair

- A. At locations where the membrane termination is performing adequately, however, deterioration of the flashing membrane is present, the following procedures are to be followed:
 - 1. Remove any sheet metal from the affected repair area.
 - 2. Cut out any loose or delaminated sections of the existing flashing material.
 - 3. Thoroughly clean the existing flashings with the manufacturers recommended cleaning method.
 - 4. Fully adhere an additional layer of single-ply membrane extending 4" beyond the original flashing out onto the roof membrane as well as 4" above the top edge of the original flashing.
 - 5. Apply lap sealant at all exposed seams.
 - 6. Reinstall any necessary sheet metal.

3.3 Base Flashing Replacement/Retermination

- A. At locations where the existing membrane termination has failed and it is necessary to both reterminate and reflash the area, the following procedures are to be followed:
 - 1. Remove any existing sheet metal counterflashings or coping from the affected repair area.
 - 2. If a ballasted roof, brush back the in-place ballast approximately 2' from the repair area.
 - 3. Cut the existing membrane at the base of the transition and allow it to relax.
 - 4. Remove the existing termination strip and base flashings.
 - 5. Install a reinforced securement strip at the base of the transition mechanically fastened every 12" on center.
 - 6. Install the single-ply membrane extending from the outside edge of any coping and adhered to the interior surface of the wall and/or cant, new securement strip and spliced into the field of the roof membrane. All seams should be cleaned per manufacturers recommendations and manufacturers typical splicing procedures should be followed.
 - 7. Apply lap sealant at all exposed seam edges.
 - 8. Reinstall any sheet metal coping.

3.4 Seam Repair

- A. At locations where it has been determined that the in-place seams are to be repaired, the following is to be performed.
 - 1. If a ballasted roof, brush back the existing ballast approximately 12" either side of the affected seam.

2. Thoroughly clean the existing membrane per manufacturers current guidelines to allow for the adhesion of the repair.
3. Install an additional section of uncured single-ply membrane over the affected area adhered per manufacturers recommendations.
4. Apply sealant along the edges of the repair.
5. If present, redistribute aggregate ballast.

3.5 Membrane Replacement

- A. At locations where it has been determined that the single-ply membrane is damaged and in need of replacement, the following repair is to be performed:
1. If a ballasted roof, brush back the existing ballast from the repair area and save for re-use.
 2. Cut out the affected section of membrane.
 3. If fully adhered, adhere the new membrane to the existing insulation. If ballasted, loose lay the new membrane. Allow for a 6" lap onto the field of the adjacent membrane.
 4. Follow current manufacturers requirements for cleaning the splice to the new membrane.
 5. Adhere the repair membrane to the original membrane.
 6. Apply sealant along the outside edge of the membrane repair.
 7. If a ballasted roof, redistribute any aggregate ballast.

- END OF SECTION -

07540 TPO
REPAIR AND MAINTENANCE

PART 1 - GENERAL

1.1 Description

- A. Furnish and install weather and watertight TPO roof repairs complete in place, as specified herein, for a complete and proper installation including but not limited to:
 - 1. The removal of existing metal flashings, counterflashings and all other items as necessary for a complete waterproof installation.
 - 2. Contractor shall take all necessary precautions to protect owners' property from damage caused by weather conditions, excessive loading of the existing structural system or careless workmanship.
 - 3. All work is to be performed in accordance with current OSHA practices.

1.2 Quality Assurance

- A. Standards: Comply with the standards specified in this section and as listed in the general requirements.
- B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturer's regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.
- C. Qualifications of Contractor: The contractor and his personnel shall be currently approved by the manufacturer of the approved products as qualified to install the materials of this section.
- D. Qualifications of Installers: Use adequate numbers of skilled installers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

PART 2 - PRODUCTS

2.1 Materials

- A. TPO Roofing Membrane:
 - 1. TPO roofing membrane shall consist of a thermoplastic polyolefin membrane as manufactured by Genflex, Carlisle, Firestone, Johns Manville, Versico, or approved equal.
 - 2. Components for the above membrane such as solvents, cleaners, tools and other related items, unless otherwise specified, shall be the products recommended for the purpose or certified by the membrane manufacturer as compatible.
- B. Related Materials:
 - 1. Related materials such as bonding adhesive, splice wash, splicing cement, "water cut-off mastic", molded pipe flashing, pourable sealer, and all other related materials shall be compatible with materials with which they are to be used and shall be furnished by the membrane manufacturer.

PART 3 - EXECUTION

3.1 Base Flashing Repairs

- A. At locations where tears or deterioration in the flashing membrane is present, the following procedures are to be followed:
 - 1. Remove any sheet metal from the affected repair area as well as any ballast or debris.

2. Cut out any loose or delaminated sections of existing flashing material. If membrane shrinkage has occurred, cut the membrane at the transition and mechanically fasten to the deck or wall 6 to 12 inches on center.
3. Thoroughly clean the existing flashings with the manufacturers recommended cleaning method.
4. Cut a patch from a piece of new membrane material large enough to extend 4 inches beyond any part of the defect. Round all corners of the patch.
5. Wipe the area of the existing membrane and the underside of the patch with the manufacturers recommended solvent. Allow to air dry.
6. Weld the patch in place by using the three step thermoplastic welding steps as described by NRCA.
 - a. Tack-Weld
 - b. Pre-Weld
 - c. Final-Weld
7. Where patches are made with reinforced material, seam seal the outer perimeter with seam sealant or caulking paste compatible with the membrane.

3.2 Field Membrane Repairs

- A. At locations where it has been determined that the TPO membrane is damaged and in need of repair or replacement, the following is to be performed:
 1. If a ballasted roof, brush back the existing ballast from the repair area and save for reuse.
 2. Cut out any damaged or deteriorated sections of membrane.
 3. If fully adhered, adhere the new membrane to the existing insulation. If ballasted, loose lay the new membrane.
 4. Allow for 4" lap onto existing membrane. Round all corners of the existing membrane and wash the underside of the patch with the manufacturers recommended solvent. Allow to air dry.
 5. Weld the patch in place using the three step thermoplastic welding steps as described by NRCA.
 - a. Tack-Weld
 - b. Pre-Weld
 - c. Final-Weld
 6. Where patches are made with reinforced material, seam seal the outer perimeter with seam sealant or caulking paste compatible with the membrane.

- END OF SECTION -

07600 FLASHING, SHEET METAL, METAL ROOFING
REPAIR AND MAINTENANCE

PART 1 - GENERAL

1.1 Description

- A. Furnish and install weather and watertight sheet metal repairs complete in place, as specified herein, for a complete and proper installation including but not limited to:
 - 1. Furnish and install all coping, flashing and sheet metal.
 - 2. Contractor shall take all necessary precautions to protect owners' property from damage caused by weather conditions, excessive loading of the existing structural system or careless workmanship.
 - 3. All work is to be performed in accordance with current OSHA practices.

1.2 Quality Assurance

- A. Referenced Standards: The current edition of the "Architectural Sheet Metal Manual" as published by the Sheet Metal and Air Conditioning Contractors National Association, Inc., (SMACNA) shall govern where applicable, unless otherwise specified.
- B. Qualifications of Installers: Provide adequate installers and supervisors who shall be present at all times during execution of this portion of the work who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

PART 2 - MATERIALS

2.1 Galvanized Sheet

- A. Sheet Metal shall be hot dipped galvanized steel sheets conforming to ASTM:DA653. Weight of galvanized coating shall be not less than 1.25 ounces per square foot "commercial". Unless otherwise indicated, galvanized sheet metal shall not be lighter than 24 gauge (0.0250 inch).

2.2 Pre-Coated Sheet Metal

- A. Pre-coated metal shall be minimum 24 gauge commercial quality steel with a hot-dipped galvanized, primed and a fluoropolymer type finish.
- B. Exposed surfaces shall have a smooth-type finish with color as selected by owner from manufacturer's standard.
 - 1. All exposed surfaces shall be protected with a strippable plastic type film, to be removed only after installation of fabricated metal.
 - 2. Exposed fasteners shall have gasketed pre-coated heads with matching color. Provide touch-up paint for exposed edges and for abraded areas.

2.3 Sealant

- A. Caulking sealant for exposed joints shall be a one component polyurethane sealant conforming to federal specification TT-S-00230C(2), Type II, Class A or B.

2.4 Pitch Pans

- A. Pitch pan construction is to consist of 20 gauge galvanized sheet metal with a flange extending 6" out onto the roof area with a minimum 4" height. All joints are to be fully soldered.

2.5 Coatings

- A. A light-gray, water based synthetic rubber, elastomeric sealant.

2.6 Pre-engineered Roofing, Siding Panels

A. A 29 gauge, 80 KSI, Painted G90 galvanized steel sheet, 36" in width.

1. Approved Products:

- a. "Max Rib" by McElroy Metal, Inc.
- b. Pro-Panel II by Metal Sales, Co.

B. Color to match surrounding panels.

2.7 Structural Steel Panels

A. 26 Gauge steel, 50 KSI yield strength, double locking standing seam.

1. Either galvalume or aluminized steel finish.

2. Approved manufacturers:

- a. Vulcraft
- b. Butler MR-24
- c. Inryco
- d. Armco Steelix CF

2.8 Self Adhering Membrane

A. A 0.045" self-adhering membrane modified bituminous sheet.

1. Approved Manufacturers:

- a. Ice and Water Shield by WR Grace or approved equal Organic Underlayment

B. Asphalt organic roofing felts shall be type II and meet or exceed ASTM:D226.

2.10 Slip Sheet

A. Red Rosin sized unsaturated paper 6 lbs./100 sq. ft. meeting federal specifications UU-B-790, Type I Style 1b.

2.11 Sheet Copper

A. Meet the requirements of ASTM:B370, weighing 16 oz. Per sq. ft. minimum.

2.12 Solder

A. Meet requirements of ASTM:B32, alloy grade SN50.

1. Flux-resin, moriatic acid neutralized with zinc, or approved equal.

PART 3 - EXECUTION

3.1 Coping Cap Replacement

A. Replace any damaged, missing or severely corroded sections or joint covers. The following repair procedures are to be followed:

- 1. Remove any damaged or corroded sections or joint covers.
- 2. Install new self-adhering membrane extending from the base flashing over the outside wall.
- 3. Replace or reinstall any existing keepers or clips fastened 12" on center.

4. Install new cap metal to match existing and re-seal any joints or cover plates with polyurethane sealant.
5. Install neoprene gasketed screws 24" on center. Avoid installation of fasteners on the horizontal surfaces.

3.2 Coping Cap Re-Securement

- A. At locations where the coping cap has become detached from the substrate, or localized leaks have occurred, the following repair procedures are to be followed:
1. Remove entire piece of coping cap where repair is to be made.
 2. Install new self-adhering membrane extending from the base flashing over the outside wall.
 3. Re-fasten any loose clips or keepers using fasteners of sufficient length, not using the existing hole.
 4. Reinstall and fasten the coping cap 24" on center with neoprene gasketed screws. Creating a new hole.
 5. Clean and re-seal any joints with gun-grade polyurethane sealant.

3.3 Metal Counterflashing Replacement

- A. At locations where the counterflashing has become damaged, missing, or severely corroded, the following replacement procedures are to be followed:
1. Remove any damaged or severely corroded section.
 2. Install plastic cement and fabric to the tops of the base flashing.
 3. Reinstall new counterflashing to match existing, and fasten 24" on center with neoprene gasketed screws.
 4. Install S-slip joint at all joints.
 5. Install polyurethane sealant at all corners and any open joints.

3.4 Metal Counterflashing Repair

- A. At locations where the counterflashing has become detached from the vertical substrate, or localized leaks have occurred, the following repair procedures are to be followed:
1. Remove all pieces of counterflashing where repair is to be made.
 2. Install plastic cement and fabric to all horizontal edges.
 3. Reinstall and fasten coping cap 24" on center with neoprene gasketed screws, creating a new hole.
 4. Clean and re-seal any joints with gun-grade polyurethane sealant, or install an S-slip where possible.

3.5 Downspout Replacement

- A. Replace any damaged, missing, or severely corroded sections of downspout by adhering to the following replacement procedures:
1. Remove any damaged or corroded sections and strap brackets.
 2. The downspout shall match existing unless directed otherwise with the exposed edges hemmed, and end joints shall telescope 1 1/2" and be riveted or screwed.
 3. Downspouts shall be formed of the same gauge and material as the gutter or leader head into which they form.

4. Attach the new downspout with 1/8 inch-thick strap brackets not over 10 feet apart and designed to support the downspout approximately 1 inch from the face of the wall.
5. Provide all necessary elbows, offsets or other fittings required. All elbows shall have an 80° discharge.

3.6 Downspout Repair

- A. At locations where the downspout has become detached from the vertical substrate or is not properly discharging, the following repair procedures are to be followed:
 1. Reattach all end joints or gutters which may have become disconnected.
 2. Reattach the downspout to the vertical wall surface with 1/8 inch-thick strap brackets not over ten feet apart and designed to support the downspout approximately one inch from the face of the wall.
 3. Provide all necessary elbows, offsets or other fittings required. All elbows installed shall have an 80° discharge.

3.7 Pitch Pan Installation

- A. At locations where conduits or pipes are to penetrate the membrane, it is necessary to install a pitch pan according to the following:
 1. Build-Up Roof Membrane -
 - a. Spud the area surrounding the pitch pan back approximately 3' square.
 - b. Set the pitch pan on the surface of the roof membrane embedded in a layer of plastic cement.
 - c. Prime the top edge of the flange to allow to dry.
 - d. Cut the first ply of fiberglass felt to extend 6" beyond the pitch pan flange and embed in Type III asphalt.
 - e. Cut the second ply of fiberglass felt to extend 4" beyond the proceeding ply.
 - f. Install a modified bitumen cap sheet extending 4" beyond the previous plies in Type III asphalt.
 - g. The base of the pitch pan is then to be filled with rigid insulation and surfaced with two-part pourable sealer.
 2. EPDM Roof Membrane -
 - a. If a ballast roof, brush back the ballast approximately 2' from the affected repair area.
 - b. Thoroughly clean the area per the manufacturer's suggested cleaning requirements.
 - c. Install the pitch pan sitting on the membrane with the flange embedded in water block.
 - d. Strip in the pitch pan sitting on the membrane with the flange embedded in water block.
 - e. Apply sealant to the top edge of the flashing.
 - f. The base of the pitch pan is then to be filled with rigid insulation and surfaced with two-part pourable sealer.

3.8 Scupper Installation

- A. At locations where the existing scupper is not performing adequately, install a new scupper according to the following:

1. Built-Up Roof Membrane
 - a. Spud the area surrounding the scupper back approximately 3' square.
 - b. Set the scupper on the surface of the membrane embedded in a layer of plastic cement.
 - c. Prime the top edge of the flange to allow to dry.
 - e. Cut the second ply of fiberglass felt to extend 4" beyond the proceeding ply.
 - f. Install a modified bitumen base flashing extending beyond the previous plies in Type III asphalt.

2. EPDM Roof Membrane
 - a. If a ballast roof, brush back the ballast approximately 2' from the affected repair area.
 - b. Thoroughly clean the area per the manufacturer's suggested cleaning requirements.
 - c. Install the scupper sitting on the membrane with the flange embedded in water block.
 - d. Strip in the scupper sitting on the membrane with the flange embedded in water block.
 - e. Apply sealant to the top edge of the flashing.

B. Reinstall any perimeter sheet metal that was removed.

3.9 Sealant Repairs

- A. At locations where it has been determined that additional sealant will be necessary along the top edge of counterflashings, reglets or various sheet metal area, the following procedures are to be performed:
 1. Thoroughly clean the affected area.
 2. Apply a continuous bead of urethane sealant over the affected are with an approximate 1/4" profile.

3.10 Metal Roof Coating Repairs

- A. At locations where it has been determined that the existing coating is delaminated and in need of repair, the following procedures are to be followed:
 1. Power wash the affected area, removing any loose or delaminated section of original coating.
 2. Apply an elastomeric coating over the affected areas per manufacturer's requirements.

3.11 Pre-engineered Metal Roof Panels

- A. Remove existing damaged or deteriorated metal roof panels.
- B. Install metal roofing panels to profiles, patterns and drainage indicated and required for leak proof installation.
 1. Install roofing plumb, true and in correct alignment with structural framing, in accordance with surrounding existing installation.
 2. Install roofing using manufacturer's concealed fastening system or non-corroding fasteners color-matched to panel.
 - a. Fastening type and pattern to match that of existing panels.

3. Provide uniform neat seams, and sealant at all joints.

- a. Form joints to conceal sealant.

3.12 Structural Standing Seam

- A. Remove existing damaged or deteriorated metal panels.
- B. Install metal roofing panels to profiles, patterns and drainage indicated and required for leak proof installation.
 - 1. Install roofing plumb, true and in correct alignment with structural framing, in accordance with surrounding existing installation.
 - 2. Install roofing using surrounding existing fastening pattern in conformance with the manufacturers specifications.
 - 3. Provide uniform, neat, double locking seams and sealant where required.

3.13 Architectural Standing Seam

- A. Remove existing damaged or deteriorated metal roof panels.
- B. Install double locking metal roof panel fabricated to match that of the surrounding metal panels.
 - 1. Install a self adhering membrane to the plywood, all seams are to be lapped 4".
 - 2. Install two plies #30 organic felt in shingle fashion lapped onto existing underlayment a minimum of 6".
 - 3. Install one ply of slip sheet followed by the 24 gauge prefinished standing seam metal roof.
 - 4. The standing seam metal pans are to be fabricated to match the existing. All transverse seams are to overlap 4" with a 2" hook.
 - 5. Secure all panels with cleats 2" wide fastened to the deck with 2 ring shanked nails per clip. Cleats are to be 12" on center maximum.

3.14 Galvanized, Prefinished, Copper Gutters and Downspouts

- A. Fabrication
 - 1. Fabricate in accordance with SMACNA manual.
 - 2. Profiles, bends, and intersections shall be even and true to lines.
- B. Installation.
 - 1. Install in accordance with SMACNA manual.
 - 2. Insulate work to prevent electrolytic action.
 - 3. Furnish and install outlet tubes and gutter ends where required.
 - 4. Solder all joints in gutter assembly, or seal using manufacturers recommended methods.
 - 5. Soldering on sheet metal shall be done slowly so as to thoroughly heat the sheet and completely sweat the solder through the full width of the seam. Ample solder shall be used and seams on a slope greater than 45 degrees shall be soldered a second time. Flux shall be thoroughly washed off after soldering is complete.

- END OF SECTION-

INSURANCE REQUIREMENTS.

**FAILURE TO COMPLY WITH ALL INSURANCE REQUIREMENTS
LISTED ON THE FOLLOWING “INSURANCE
REQUIREMENTS” WILL PREVENT CONTRACT FROM BEING
EXECUTED. IF IN DOUBT ABOUT THE INSURANCE REQUIREMENTS
OR ABILITY TO COMPLY, CONTACT INSURANCE AGENT
IMMEDIATELY.**

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 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.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this contract. Such Certificates shall contain a provision that coverage afforded under these policies shall not be cancelled without at least thirty (30) days advanced written notice to the Owner.

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

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.

BUILDERS RISK INSURANCE

State agency personnel ordering from this Contract must first determine whether there is current property insurance coverage on the affected building by contacting the Risk Management Division at 651-201-2591. State agency personnel follow the procedures in A and B below.

Work on a state building that does have current property insurance coverage through the Minnesota Department of Administration, Risk Management Division, is automatically covered for Builder's Risk insurance; the state agency need take no additional action. In such cases, the following applies:

The Owner will be responsible for purchasing and maintaining an All Risk Builder's Risk policy insuring the interest of the Owner, the Contractor, and Subcontractor of all tiers. Coverage shall include the perils of flood and earthquake. Builder's Risk limit of liability shall be equal to the amount of the contract/purchase order. The Contractor will be responsible for \$5,000.00 of any deductible under this policy, on each and every loss occurrence.

The policy will cover all materials, supplies, and equipment that are intended for construction of and specific installation in the Project while such materials, supplies, and equipment are located at the project site, in transit, and while temporarily located away from the Project Site for the purpose of repair, adjustment, or storage at the risk of one of the insured parties.

Any property not covered by Builder's Risk policy, such as the Contractor's or any Subcontractor's licensed motor vehicles or personal property including job trailers, machinery, tools, equipment, and property of a similar nature not destined to become a part of the Project, shall be the Contractor's responsibility.

The Owner or Architect will not be responsible for loss or damage to property of any kind owned or leased by the Contractor, the Contractor's Subcontractors of all tiers, and/or the Contractor's/Subcontractor's employees, servants, or agents.

Work on a state building that does not have current property insurance coverage through the Minnesota Department of Administration, Risk Management Division, does not have Builder's Risk insurance. It is the agency's responsibility to determine if there is a need for such insurance coverage on the work. Builder's Risk insurance is needed for a building under construction or when it is being renovated or remodeled. It is also needed when machinery and/or equipment is installed as a permanent fixture of real property, unless it is located underground. If it is determined by the agency that Builder's Risk insurance is necessary for a particular project, the work cannot be performed under this Contract. The agency should instead contact Real Estate and Construction Services and arrange to do the work as a building construction project. MNDOT, DNR, Military Affairs would not contact Real Estate and Construction Services to arrange to have this work done. They would follow the construction purchasing authority that has been delegated to them by the Department of Administration for this construction work.

CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.

CERTIFICATE OF LIABILITY INSURANCE

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 ON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Contractor/Vendor Name & Address

INSURER A: Name of Insurance Company

INSURER B: " " "

INSURER C: " " "

INSURER D: " " "

INSURER E: " " "

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☐ DEDUCTIBLE BI AND/OR PD GENERAL AGGREGATE APPLIES PER: ☐ POLICY ☐ PROJECT ☐ 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 ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ * CA 99 48 Endorsement ☒ * 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 ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	Policy Number <i>(**Excess/Umbrella may be used to supplement the GL & 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	☒ WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	\$100,000
					E.L. DISEASE-EA EMPLOYEE	\$100,000
					E.L. DISEASE - POLICY LIMIT	\$500,000
E	* POLLUTION LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ NON-OWNED DISPOSAL SITES ☒ 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 _____ Contract # _____
- 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
Name of State Agency
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, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED
CONSTRUCTION PROJECTS**



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

Effective: 2009-01-20 Revised: 2009-08-11

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

COUNTY NAME

101 LABORER, COMMON (GENERAL LABOR WORK)	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
101 Aitkin, Cass, Crow Wing, Douglas, Hubbard, Kandiyohi, Meeker, Mille Lacs, Morrison, Pope, Stearns	+ \$950000 1/20/2009	23.83	12.35	36.18
	5/1/2009	24.78	13.00	37.78
	- \$950000 1/20/2009	22.08	12.35	34.43
	5/1/2009	23.03	13.00	36.03
101 Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, Wright	1/20/2009	28.46	12.97	41.43
	5/1/2009	29.26	13.77	43.03
101 Becker, *Big Stone, Chippewa, Stevens, Swift, *Traverse	+ \$950000 1/20/2009	22.73	12.35	35.08
	5/1/2009	23.43	13.00	36.43
	- \$950000 1/20/2009	20.98	12.35	33.33
	5/1/2009	21.68	13.00	34.68
101 Beltrami, Clearwater, *Lake of the Woods, Mahnomon, *Norman, Pennington, Polk, *Red Lake, *Roseau	+ \$760000 1/20/2009	17.55	12.13	29.68
	1/20/2009	14.92	12.13	27.05
101 Benton	1/20/2009	16.00	6.00	22.00

101	Blue Earth, LeSueur, McLeod, Nicollet, Rice, Sibley, Waseca	+\$1000000	1/20/2009	20.23	11.91	32.14
			5/1/2009	20.98	12.61	33.59
		-\$1000000	1/20/2009	18.30	11.39	29.69
			5/1/2009	19.10	12.04	31.14
101	Brown, Cottonwood, Jackson, *Lac Qui Parle, Lincoln, Lyon, Martin, Murray, Nobles, Renville, Rock, Watonwan, *Yellow Medicine	+\$1000000	1/20/2009	16.50	10.79	27.29
			5/1/2009	17.05	11.44	28.49
		-\$1000000	1/20/2009	13.50	10.79	24.29
			5/1/2009	14.10	11.39	25.49
101	Carlton, Cook, Lake, St. Louis		1/20/2009	22.33	12.10	34.43
101	Clay		1/20/2009	11.00	0.01	11.01
101	Dodge, Faribault, Fillmore, *Freeborn, *Houston, Mower, Steele, Winona		1/20/2009	20.42	11.71	32.13
			5/1/2009	21.27	12.36	33.63
101	Goodhue		1/20/2009	26.04	13.46	39.50
			5/1/2009	26.99	14.26	41.25
101	*Grant, Ottertail, Todd, *Wadena, *Wilkin		1/20/2009	15.00	0.00	15.00
101	Itasca, Koochiching		1/20/2009	21.02	13.40	34.42
101	Kanabec		1/20/2009	16.10	6.00	22.10
101	*Kittson, Marshall		1/20/2009	10.00	1.80	11.80
101	Omsted, *Wabasha		1/20/2009	21.62	11.96	33.58
			5/1/2009	22.47	12.61	35.08
101	Pipestone		1/20/2009	11.00	0.47	11.47
101	Redwood		1/20/2009	9.50	0.00	9.50
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)			EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
102	Aitkin, Cass, Crow Wing, Douglas, Hubbard, *Kanabec, Kandiyohi, Meeker, Mille Lacs, Morrison, Pope, Stearns, Todd	+\$950000	1/20/2009	23.83	12.35	36.18
			5/1/2009	24.78	13.00	37.78
		-\$950000	1/20/2009	22.08	12.35	34.43
			5/1/2009	23.03	13.00	36.03
102	Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, Wright		1/20/2009	28.46	12.97	41.43
			5/1/2009	29.26	13.77	43.03
102	Becker, *Big Stone, Chippewa, Stevens, Swift	+\$950000	1/20/2009	22.73	12.35	35.08
			5/1/2009	23.43	13.00	36.43
		-\$950000	1/20/2009	20.98	12.35	33.33
			5/1/2009	21.68	13.00	34.68
102	Beltrami, Clearwater, *Lake of the Woods, Mahnomen, *Marshall, *Norman, Pennington, Polk, *Red Lake, Roseau	+\$760000	1/20/2009	17.55	12.13	29.68
			1/20/2009	14.92	12.13	27.05

102 Benton	+\$950000	1/20/2009	23.83	12.35	36.18
		5/1/2009	24.78	13.00	37.78
	-\$950000	1/20/2009	22.08	12.35	34.43
		5/1/2009	23.03	13.00	36.03
102 Blue Earth, LeSueur, Nicollet, Rice, Waseca	+\$1000000	1/20/2009	20.23	11.91	32.14
		1/20/2009	18.30	11.39	29.69
	5/1/2009	19.10	12.04	31.14	
102 Brown, *Cottonwood, Jackson, *Lac Qui Parle, Lincoln, Lyon, Martin, Murray, Nobles, Redwood, Renville, *Rock, Watonwan, *Yellow Medicine	+\$1000000	1/20/2009	16.50	10.79	27.29
		5/1/2009	17.05	11.44	28.49
	-\$1000000	1/20/2009	13.50	10.79	24.29
		5/1/2009	14.10	11.39	25.49
102 Carlton, Cook, Lake, St. Louis		1/20/2009	22.33	12.10	34.43
102 Clay, *Grant, *Wilkin	+\$950000	1/20/2009	22.73	12.35	35.08
		5/1/2009	23.43	13.00	36.43
	-\$950000	1/20/2009	20.98	12.35	33.33
		5/1/2009	21.68	13.00	34.68
102 Dodge, Faribault, Fillmore, Freeborn, *Houston, Mower, Steele, Winona		1/20/2009	20.42	11.71	32.13
		5/1/2009	21.27	12.36	33.63
102 Goodhue		1/20/2009	26.04	13.46	39.50
		5/1/2009	26.99	14.26	41.25
102 Itasca, Koochiching		1/20/2009	21.02	13.40	34.42
102 Kittson		1/20/2009	15.75	1.95	17.70
102 McLeod, *Sibley	+\$1000000	1/20/2009	20.23	11.91	32.14
		5/1/2009	20.98	12.61	33.59
	-\$1000000	1/20/2009	18.30	11.39	29.69
		5/1/2009	19.10	12.04	31.14
102 Omsted, Wabasha		1/20/2009	21.62	11.96	33.58
		5/1/2009	22.47	12.61	35.08
102 Ottertail		1/20/2009	12.00	1.20	13.20
102 Pipestone		1/20/2009	16.25	3.16	19.41
102 Traverse		1/20/2009	24.88	9.76	34.64
102 Wadena		1/20/2009	15.50	1.55	17.05

404 CARPENTERS

	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
404 *Aitkin, Itasca, Koochiching	1/20/2009	24.70	13.44	38.14

404 Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, Wright		1/20/2009	32.64	13.65	46.29
		5/1/2009	34.24	13.65	47.89
404 Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Hubbard, Kittson, *Lake of the Woods, Mahnommen, *Norman, Ottertail, Pennington, Polk, Red Lake, Roseau, *Wilkin		1/20/2009	20.77	13.03	33.80
404 Benton, Mille Lacs, Morrison, Stearns		1/20/2009	24.03	13.06	37.09
		5/1/2009	25.63	13.06	38.69
404 *Big Stone, Chippewa, Douglas, Grant, Kandiyohi, *Lac Qui Parle, Pope, Renville, Stevens, Swift, Todd, *Yellow Medicine		1/20/2009	20.67	11.72	32.39
		5/1/2009	22.17	11.72	33.89
404 Blue Earth, Faribault, Freeborn, LeSueur, Mower, Nicollet, Rice, Steele, Waseca	+\$1000000	1/20/2009	24.51	12.33	36.84
		5/1/2009	26.01	12.33	38.34
	-\$1000000	1/20/2009	22.56	12.33	34.89
		5/1/2009	24.06	12.33	36.39
404 Brown, Cottonwood, *Jackson, Lincoln, Lyon, Martin, Murray, Redwood, Rock, Watonwan	+\$1000000	1/20/2009	20.31	11.23	31.54
		5/1/2009	21.56	11.23	32.79
	-\$1000000	1/20/2009	18.66	10.73	29.39
		5/1/2009	19.91	10.73	30.64
404 Carlton, Cook, Lake, St. Louis,		1/20/2009	25.10	14.80	39.90
404 Dodge, Fillmore, Goodhue, *Houston, Olmsted, *Wabasha, Winona		1/20/2009	26.65	12.66	39.31
		5/1/2009	28.15	12.66	40.81
404 Kanabec		1/20/2009	19.50	5.39	24.89
404 Marshall		1/20/2009	15.94	0.00	15.94
404 McLeod		1/20/2009	13.90	1.77	15.67
404 Meeker		1/20/2009	27.67	13.65	41.32
		5/1/2009	29.27	13.65	42.92
404 Nobles		1/20/2009	23.55	4.70	28.25
404 Pipestone		1/20/2009	23.50	3.55	27.05
404 Sibley		1/20/2009	22.74	12.64	35.38
404 Traverse		1/20/2009	13.40	1.73	15.13
404 Wadena		1/20/2009	19.50	3.27	22.77
420 ROOFER		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
420 Aitkin, *Cass, Crow Wing, *Hubbard, Wadena		1/20/2009	26.94	9.77	36.71

420 Anoka, Dakota, Isanti, McLeod, Ramsey, Rice, Scott, *Sibley, Wabasha, Washington, Wright	1/20/2009	31.74	12.85	44.59
420 Becker, *Clearwater, *Mahnomen, *Norman, Polk, *Red Lake	1/20/2009	13.75	3.29	17.04
420 *Beltrami, *Lake of the Woods	1/20/2009	21.89	9.35	31.24
420 Benton, Kanabec, Kandiyohi, Meeker, Mille Lacs, Morrison, *Pope, Sherburne, Stearns, Stevens, Todd	1/20/2009	27.85	12.40	40.25
420 Big Stone	1/20/2009	24.20	15.50	39.70
420 Blue Earth, *Brown, Carver, Chisago, *Cottonwood, Dodge, *Faribault, *Freeborn, Goodhue, *Jackson, *Lincoln, Lyon, *Martin, Mower, *Murray, Nicollet, Redwood, *Renville, *Waseca, Watonwon	1/20/2009	17.00	1.00	18.00
420 Carlton, Cook, Pine, St. Louis	1/20/2009	28.35	12.65	41.00
420 *Chippewa, Lac Qui Parle	1/20/2009	26.60	12.00	38.60
420 Clay	1/20/2009	12.00	0.01	12.01
420 Douglas, *Grant, Ottertail, *Wilkin	1/20/2009	15.00	0.00	15.00
420 Fillmore, Houston, *LeSeuer, Olmsted, Winona	1/20/2009	20.08	8.70	28.78
420 Hennepin	1/20/2009	31.74	12.85	44.59
420 Itasca, Koochiching	1/20/2009	24.70	9.35	34.05
420 *Kittson, Marshall, *Pennington, *Roseau	1/20/2009	14.50	2.61	17.11
420 Lake	1/20/2009	27.10	15.50	42.60
420 Nobles	1/20/2009	18.75	3.38	22.13
420 Pipestone	1/20/2009	26.60	12.09	38.69
420 Rock	1/20/2009	14.50	0.58	15.08
420 Steele	1/20/2009	19.00	1.49	20.49
420 Swift, *Traverse	1/20/2009	30.49	13.41	43.90
420 *Yellow Medicine	1/20/2009	22.40	4.13	26.53
421 SHEET METAL WORKERS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
421 Aitkin, Carlton, *Cook, Lake, St. Louis	1/20/2009	28.85	18.40	47.25

421	Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, McLeod, Pine, Ramsey, Rice, Scott, Sibley, Washington	1/20/2009	37.23	17.15	54.38
		5/1/2009	39.68	17.15	56.83
421	Becker, Mahnommen	1/20/2009	25.49	9.52	35.01
421	Benton, Mille Lacs, Morrison, *Pope, Sherburne, Stearns, Stevens, Todd	1/20/2009	31.27	15.63	46.90
		5/1/2009	32.97	15.63	48.60
421	Beltrami, Clearwater, Hubbard, *Marshall, *Pennington	1/20/2009	20.30	4.37	24.67
421	Big Stone, Chippewa, Kandiyohi, *Lac Qui Parle, Meeker, Swift, Yellow Medicine	1/20/2009	26.20	11.91	38.11
421	Blue Earth, Brown, Cottonwood, Faribault, Freeborn, Jackson, LeSueur, *Martin, *Murray, Nicollet, Nobles, Renville, *Rock, Steele	1/20/2009	19.50	1.00	20.50
421	Cass, Crow Wing, Wadena	1/20/2009	29.55	14.74	44.29
		6/1/2009	31.10	14.74	45.84
421	Clay, *Norman, Douglas, *Grant, Ottertail, *Wilkin	1/20/2009	15.00	0.00	15.00
421	Dodge, Goodhue, Mower, Olmsted, Wabasha	1/20/2009	28.22	16.66	44.88
421	Fillmore, Houston, Winona	1/20/2009	24.65	13.64	38.29
		5/1/2009	26.15	13.64	39.79
421	Itasca, Koochiching	1/20/2009	27.99	17.68	45.67
421	*Kittson, Polk, Red Lake, Roseau	1/20/2009	21.75	11.79	33.54
421	Lake of the Woods	1/20/2009	27.00	11.30	38.30
421	*Lincoln, Lyon	1/20/2009	18.00	5.31	23.31
421	Pipestone, Redwood,	1/20/2009	19.87	12.11	31.98
421	*Traverse	1/20/2009	23.90	14.57	38.47
421	Waseca, Watonwan	1/20/2009	28.12	12.11	40.23