Purchasing Division, Finance Department
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Room 120 | 411 West First Street | Duluth, Minnesota 55802
www.duluthmn.gov

Addendum 1
Solicitation 26-5503
Comfort and Joy Duplex West and East

This addendum serves to notify all bidders of the following changes to the solicitation documents:

NOTICE:

- The General Conditions for this project as been updated and are attached to this addendum.
- The Labor Cost Bidding Data sheet has been updated and is attached to this addendum.
- A recording of the Pre-Bid meeting has been posted to BidExpress
- The Workforce and Equal Pay certificate requirements and submission option have been added to the BidExpress solicitation.
- A question has been added to the BidExpress solicitation on if the bidder plans on building both duplexes concurrently or one after the other.

CLARIFICATION:

- Clarifying that the bid bond amount is 5% of the total bid and should be made out to Divine Konnections, Inc. The bid bond can be submitted through BidExpress or emailed; if they are emailed, then the bidder must select that option in the BidExpress box for bid bonds.
- Any approved substitute requests must be submitted to Purchasing@Duluthmn.gov by November 6 to allow time to review. Responses will be issued via addendum

Please acknowledge receipt of this Addendum by checking the acknowledgement box within the solicitation at www.bidexpress.com.

Posted: October 30, 2026

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

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DEFINITIONS

Except as specifically provided herein, the following meanings shall be given to the terms defined below:

a. Addenda (Addendum). A document listing any changes, revisions or clarifications of the Contract Documents which have been duly issued by Divine Konnections, Inc to prospective bidders prior to the bid submission deadline.

b. Architect. The architect or engineer licensed to practice architecture or engineering and to serve Divine Konnections, Inc. with architectural or engineering services, or their authorized representative or successor.

c. Change Order. A written order from the Divine Konnections, Inc. to the Contractor, issued after execution of the Contract, which authorizes and directs a change in the Work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.

d. Contract. The agreement executed by the Divine Konnections, Inc, between Divine Konnections, Inc. and the Contractor, of which these General Conditions form a part.

e. Contractor. An entity, whether public or private, which furnishes to Divine Konnections, Inc., products, services or supplies (other than standard commercial supplies, office space or printing services).

f. Contract Documents. Includes the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Specifications, Drawings (as listed in the Schedule of Drawings), Supplemental Provisions (if any), Additional Terms and Conditions of any funding source (if any), and all requested submittals such as Certificate of Insurance, performance and payment bonds, EEO Affirmative Action Policy Statement & Compliance Certificate, Responsible Contractor Certification, Certificate of Non-Collusion, etc., whether the Contract Documents are paper, electronic or other medium.

g. Contract Time. The period of time allotted in the Contract for completion of the Work.

h. Date of Commencement of Work. The date established in a notice to proceed issued by Divine Konnections, Inc. to the Contractor.

i. Date of Substantial Completion of the Work. The date certified by Divine Konnections, Inc. when construction is sufficiently complete, in accordance with the Contract.

j. Day. The term as used herein shall mean calendar day.

k. Drawings. The graphic and pictorial portions of the Contract Documents which show the design, location and dimensions of the Work.

l. Field Order. A written interpretation necessary for the proper execution of the Work, in the form of drawings or other instructions issued to the Contractor by Divine Konnections, Inc. or the Architect.

m. Project. The activities to be undertaken by the Contractor as described in this Contract, which from time to time may be amended by mutual consent of Divine Konnections, Inc and Contractor.

n. Project Location. The area available to the Contractor for use in performing the Work, as defined on the plans.

o. Project Manager. For purposes of these General Conditions, the term “project manager” shall mean the delegated representative of Divine Konnections, Inc denominated in Section 102, Communications, who has the responsibility for administering the Project.

p. Specifications. Written requirements of the Work which may include materials, equipment, systems, standards or workmanship for the Work.

q. Subcontractor. An entity, regardless of tier, which has entered into an agreement with the Contractor or another Subcontractor, to undertake certain Project activities as described in that agreement.

r. Technical Specifications. That part of the Contract Documents which describes, outlines and stipulates the quality of the materials to be furnished, the quality of workmanship required, and the

methods to be used in carrying out the Work to be performed under this Contract.

s. Work. All labor necessary to produce the construction required by the Contract Documents, all materials and equipment incorporated or to be incorporated in such construction, products, services, or supplies required by the Contract Documents, or any other requirements set forth in the Contract.

101. COMMUNICATIONS

Unless otherwise expressly provided herein, all notices, demands, requests, instructions, approvals, and claims must be in writing addressed to the Divine Konnections, Inc., to the attention of the Project Manager and Architect as follows:

OWNER	Deyona Kirk Divine Konnections, Inc. 2212 Woodland Ave, Duluth, MN 55803
ARCHITECT	Rachel Wagner Just Housing SBC 2201 West 1st St Duluth, MN 55806

Unless otherwise expressly provided herein, any notice to or demand upon the contractor must be in writing addressed to the Contractor as follows:

CONTRACTOR	Contractor Name Company Name Address City, MN ZIP

Notice provided to the parties shall be sufficiently given if delivered by nationally recognized commercial overnight delivery service or mailed by registered or certified mail, postage prepaid and return receipt requested, at the addresses set forth above or at such other address as such party may from time to time designate in a written notice to the other party.

Any such notice shall be deemed to have been given as of the time of actual delivery.

This section does not apply to decisions given pursuant to Section 121, Shop Drawings.

102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual who provides personal superintendence to the Work, the Contractor shall provide a competent superintendent, satisfactory to Divine Konnections, Inc and the Architect, on the Work at all times during working hours with full authority to act on the Contractor's behalf. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the Work.

b. The Contractor shall lay out its own Work and shall be responsible for all such Work executed under the Contract. Before starting Work, the Contractor shall locate all general reference points and take such steps as necessary to prevent their dislocation or destruction. If disturbed or destroyed, the Contractor shall replace as directed. The prime contractor shall lay out Work, and be responsible for its accuracy. The Contractor shall verify all figures and elevations before proceeding with the Work and will be held responsible for any error resulting from the failure to do so. All Work shall be coordinated with Divine Konnections, Inc.

103. PERMITS

a. Required permits shall be secured and paid for by the prime contractor.

b. All Work and materials are to comply in every respect with the Building Code and all associated laws and ordinances, regulations, any applicable grant requirements, and the directions of the inspectors of buildings and other proper officials of the area in which the Work is to be constructed. Such laws, regulations, any applicable grant requirements, and directions are to be considered as part of this specification.

104. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any Subcontractor, or permit any Subcontractor to perform any Work included in this contract unless and until the Contractor provides Divine Konnections, Inc with a sufficient First Tier Subcontractors List and accompanying signed statement under oath from each Subcontractor confirming compliance with the Responsible Contractor Criteria under Minnesota law, Minn. Stat. §16C.285 or its successor, using substantially the form attached hereto.
b. Divine Konnections, Inc shall have the right to disapprove a proposed Subcontractor if, in its reasoned discretion, there is cause to disapprove such Subcontractor. For purposes of this provision, "cause" is a determination based upon an evaluation of the ability of the Subcontractor to perform the Subcontract in conformance with the plans and specifications, including but not limited to, the Subcontractor's past performance, capacity to perform the Work, or ability to meet the Responsible Contractor Criteria.
c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as for the acts and omissions of persons directly employed by the Contractor.
d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to require compliance by each Subcontractor with the applicable provisions of this Contract.
e. Nothing contained in this Contract shall create any contractual relationship between the Subcontractor and Divine Konnections, Inc.

105. OTHER CONTRACTS

Divine Konnections, Inc may award, or may have awarded, other contracts for additional Work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own Work with that to be performed under other Contracts as may be directed by Divine Konnections, Inc. The Contractor shall not commit or permit any act which will interfere with the performance of Work by any other Contractor as scheduled.

106. FITTING AND COORDINATION OF THE WORK

a. The Contractor shall be responsible for the proper fitting of all Work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract, and shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their Work to all surrounding Work.
b. Each Subcontractor shall inspect the surfaces over which its Work will be installed prior to starting Work. Each Subcontractor shall present notice of unacceptable surfaces to the prime contractor, who shall correct same in a manner acceptable to Divine Konnections, Inc. Subcontractor's start of Work denotes acceptance of surfaces and acceptance of responsibility for acceptable final results.

107. RESPONSIBILITIES OF CONTRACTOR

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

108. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Divine Konnections, Inc on account of damage alleged to have been so sustained, Divine Konnections, Inc shall notify this Contractor, who shall defend at its own expense any suit based upon such claim, and, if any judgment or claims against Divine Konnections, Inc shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

109. PROGRESS SCHEDULE

Immediately after execution of the Contract, the Contractor shall submit for approval a carefully prepared Progress Schedule, showing the proposed start and completion dates of each of the various sections of the Work, the anticipated monthly payments to become due the Contractor and the accumulated percent of progress each month. The Schedule shall not exceed the current time limits under the Contract Documents. The Schedule may be revised at appropriate intervals as required by the conditions of the Work and the Project.

110. PAYMENTS

a. Partial Payments.
   1) At least once per month at regular intervals, the Contractor shall prepare a request for payment and submit it to the Project Manager for approval. Certified payrolls shall accompany all requests for payment. The amount of the payment due the Contractor shall be determined by adding to the total value of Work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, this sum to be retained until final payment and (2) the amount of all previous payments. The total value of the Work completed to date shall be based on the estimated quantities of Work completed and on the unit prices contained in the agreement. The value of materials properly stored on site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection.
   2) Monthly or partial payments made by Divine Konnections, Inc to the Contractor are advanced for the purpose of assisting the Contractor to expedite the Work of construction. The Contractor shall be responsible for the care and protection of all materials and Work upon which payments have been made until final acceptance of such Work and materials by Divine Konnections, Inc. Such payments shall not constitute a waiver of the right of Divine Konnections, Inc to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to Divine Konnections, Inc in all details.

b. Final Payment.
   1) After final inspection and acceptance by the Architect and Divine Konnections, Inc of all Work under the Contract, the Contractor shall prepare a request for final payment which shall be based upon the carefully measured and computed quantity of each item of Work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to its furnishing Divine Konnections, Inc with a release in satisfactory form of all claims against Divine Konnections, Inc arising under and by virtue of the contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 117, Disputes.
   2) Divine Konnections, Inc, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any Work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if Divine Konnections, Inc deems the same necessary in order to protect its interest. Divine Konnections, Inc, however, may make payment in part or in full to the Contractor without requiring the

furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) The Contractor and all of its Subcontractors shall comply with Minnesota Statutes, § 290.92 or its successor. Pursuant to Minnesota Statutes, §290.97, Divine Konnections, Inc will not issue final payment to the Contractor prior to receipt of an "Affidavit for Obtaining Final Settlement of Contractor with the State of Minnesota and Any of Its Political or Governmental Subdivisions" (Form IC-134) from the Contractor and from each of the Contractor's Subcontractors (if any). The Contractor and Subcontractors shall submit to Divine Konnections, Inc original copies of Form IC-134 already fully executed by the Commissioner of Revenue of the State of Minnesota. It shall be the responsibility of the Contractor to ensure that all of the affidavits herein required are submitted to the owner.

c. Withholding Payments. Divine Konnections, Inc may withhold from any payment otherwise due the Contractor so much as may be necessary to protect Divine Konnections, Inc and, if it so elects, may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for Work performed or material furnished by them, including liquidated damages, if any. The foregoing provisions shall be construed solely for the benefit of Divine Konnections, Inc and will not require Divine Konnections, Inc to determine or adjust any claims or disputes between the Contractor and its Subcontractors or material dealers, or to withhold any moneys for their protection unless Divine Konnections, Inc elects to do so. The failure or refusal of Divine Konnections, Inc to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates. Each payment to the Contractor by Divine Konnections, Inc shall be made subject to submissions by the Contractor of all written certifications required by the contract.

e. Per Minnesota Statute § 471.425, Subd. 2(a), payment terms shall be Net 35.

111. CHANGES IN THE WORK

a. Divine Konnections, Inc may make changes in the scope of Work required to be performed by the Contractor under the Contract without invalidating the Contract, and without relieving the Contractor from any of its obligations under the Contract or any guarantee given by it pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All changes in the Scope of Work, whether or not the change increases or decreases the total Contract Price, shall require a Change Order and such Work shall be executed under the terms of the original Contract unless expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless authorized in writing by a Change Order approved by Divine Konnections, Inc. No claim for an adjustment of the Contract Price will be valid unless so authorized.

c. If a Change Order is requested by either party, the Party requesting the Change Order shall prepare the written Change Order and the Contractor shall prepare and provide to Divine Konnections, Inc an itemized proposal stating the increase or decrease in the cost of each of the proposed changes to the Work involved in the Change Order and the net total change in the cost of the Change Order calculated as provided for in Subparagraph d. below, after which the procedure shall be as follows:

1) If the Architect is providing Construction Supervision services to the Project, the proposed Change Order shall be presented to the Architect for his or her review and, if deemed appropriate, approval.

2) If the proposed Change Order is approved by the Architect pursuant to Sub-subparagraph 1)

above or if Construction Administration services are being performed by the Project Manager, the proposed Change Order shall be provided to the Project Manager for his or her review and approval.

3) If the Change Order is so approved, Divine Konnections, Inc will execute the Change Order in accordance therewith for acceptance by the Contractor.

4) If the Change Order is not acceptable and prompt agreement between the two parties cannot be reached, Divine Konnections, Inc may order the Contractor to proceed with the Work. The Contractor shall proceed with the Work but may preserve its right to challenge the Change in Work by promptly notifying Divine Konnections, Inc that it is proceeding with the Work under protest. The parties shall then proceed in accordance with Section 117, Disputes, herein.

d. Changes in the cost of the Contract shall be determined as follows:
   1) If the Work being changed is covered in whole or in part by unit prices bid in the Contract, the change in the cost of the Contract as changed by the Change Order shall be determined by application of the unit prices as bid to the changes in the Work.
   2) As and to the extent that the change in the Work resulting from the Change Order is not covered by unit prices in the Contract, the change in the Contract price shall be determined by increases or decreases in the Contractor's actual costs for labor or materials or both to implement the Change Order plus a multiplier of ten percent (10%) of such costs; the Contractor shall be required to document its changed costs in a manner reasonably satisfactory to Divine Konnections, Inc. The multiplier shall not apply to costs referenced in Sub-subparagraph 1 above.

e. Each change order shall include in its final form:
   1) A detailed description of the change in the Work.
   2) The Contractor's proposal (if any).
   3) A definite statement as to the resulting change in the Contract price and/or time, if any.
   4) The statement that all Work involved in the change shall be performed in accordance with the Contract requirements except as modified by the Change Order.

f. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, such claims shall be submitted in writing to Divine Konnections, Inc within ten (10) days after receipt of the instructions, and in any event, before proceeding to execute the Work.

g. Claims for additional compensation for extra Work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data. The survey data must be made prior to the time the original ground was disturbed, and clearly show that errors exist which resulted, or would result, in handling more material, or performing more Work than would be reasonably estimated from the Drawings and maps issued.

h. Any discrepancies which may be discovered between actual conditions and those represented by the documents shall at once be reported to Divine Konnections, Inc and Work shall not proceed, except at the Contractor's risk, until written instructions have been issued by Divine Konnections, Inc.

i. If, on the basis of the available evidence, Divine Konnections, Inc determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided above for changes in the Work.

112. GENERAL GUARANTY

Contractor shall be made responsible for proper installation of all items in its contract and shall remedy, free of charge, any defects in material and workmanship and repair all damage resulting, for a period of one year from the date of final acceptance. All systems shall be in operation prior to acceptance. The beginning of the warranty period relating to faulty materials and workmanship will be established by the final acceptance of the Project by the owner. The necessity of partial occupancy of an uncompleted structure by the owner will not alter the warranty period herein defined. All Work under the Contract shall be guaranteed for a period of one (1) year from the date of final acceptance.

a. Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by Divine Konnections, Inc or the public shall constitute an acceptance of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the Work and pay for any damage to other Work resulting therefrom which subsequently appears. Divine Konnections, Inc will give notice of defective materials and Work with reasonable promptness.

b. If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract, any of the Work is found to be defective or not in accordance with the specifications of the Contract, the Contractor shall correct it promptly upon receipt of a written notice from Divine Konnections, Inc to do so, unless Divine Konnections, Inc has previously given the Contractor a written acceptance of such condition or Work.

113. BREACH OF CONTRACT

Divine Konnections, Inc may, subject to the Force Majeure provisions of this Contract and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 115, Termination, for reasons including but not limited to any of the following:

a. Failure to begin the Work within the time specified in the Contract;
b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
c. Unsatisfactory performance of the Work;
d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
e. Discontinuance of the Work without approval;
f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
g. Insolvency or bankruptcy;
h. Failure to protect, to repair, or to make good any damage or injury to property;
i. Breach of any provision of the Contract;
j. Misrepresentations made in the Contractor’s bid/proposal; or
k. Failure to comply with applicable industry standards, customs, and practice.

114. TERMINATION

For Cause: If the Contractor is in breach of the Contract, Divine Konnections, Inc, by written notice to the Contractor, may terminate the Contractor’s right to proceed with the Work. Upon such termination, Divine Konnections, Inc may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to Divine Konnections, Inc for any additional cost incurred by Divine Konnections, Inc in its completion of the Work and they shall also be liable to Divine Konnections, Inc for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, Divine Konnections, Inc may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

For Insufficient Funds: Divine Konnections, Inc shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that Divine Konnections, Inc intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund Divine Konnections, Inc’s payment obligations under the Contract. Divine Konnections, Inc agrees that termination hereunder will not relieve Divine Konnections, Inc of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract.

Without Cause: Notwithstanding anything herein to the contrary, Divine Konnections, Inc may terminate

this Contract at any time upon written notice given by Divine Konnections, Inc (for any reason, including the convenience of Divine Konnections, Inc) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. Divine Konnections, Inc agrees that termination hereunder will not relieve Divine Konnections, Inc of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

115. SUSPENSION OF CONTRACT.

Divine Konnections, Inc may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. During this suspension, any work performed is deemed unauthorized and undertaken at risk of non-payment.

116. LIQUIDATED DAMAGES.

If the Contractor is in breach of this Contract by virtue of failing to complete the Work within the time stipulated in the Contract Documents, including any extensions of time for excusable delays as herein provided, and Divine Konnections, Inc suffers damages as a result thereof, all or any portion of which cannot be reasonably determined as to the amount thereof because of the nature of such damages, the Contractor shall pay to Divine Konnections, Inc to compensate Divine Konnections, Inc for such portion of the damages it suffered as a result thereof, the amount of N/A as fixed, agreed, and liquidated damages for each calendar day of delay, until the Work is completed, and the Contractor and its sureties shall be liable to Divine Konnections, Inc for the amount thereof.

117. DISPUTES.

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra Work, and all claims for alleged breach of contract shall, within ten (10) days of the first event giving rise to the dispute, be presented by the Contractor to Divine Konnections, Inc for decision. Such notice shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the Work as directed by Divine Konnections, Inc. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of the first event giving rise to it, the claim will be considered only for a period commencing ten (10) days prior to the receipt by Divine Konnections, Inc of notice thereof.
b. The Contractor shall submit in detail its claim and proof thereof. Each decision by Divine Konnections, Inc will be in writing as provided for in Section 102, Communications.
c. If the Contractor does not agree with any decision of Divine Konnections, Inc, it shall in no case allow the dispute to delay the Work but shall notify Divine Konnections, Inc promptly that it is proceeding with the Work under protest and may then except the matter in question from the final release.

118. FORCE MAJEURE

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of Divine Konnections, Inc; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with Divine Konnections, Inc, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify Divine Konnections, Inc in writing within ten (10) days of the delay. Upon receipt of such notification, Divine Konnections, Inc shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, Divine Konnections,

Inc shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

119. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy on Drawings or Technical Specifications, the matter shall be immediately submitted to Divine Konnections, Inc, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

120. ONE-CALL EXCAVATION NOTICE SYSTEM

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

121. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect or Divine Konnections, Inc, as directed by Divine Konnections, Inc, for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at its own risk, with manufacture or installation of any equipment or Work covered by said shop drawings, etc. until they are approved, and no claim by the Contractor for extension of the Contract time will be granted by reason of its failure in this respect.

b. Any drawing submitted without the Contractor's stamp of approval will not be considered and will be returned for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing with the Contractor involves only a minor adjustment in the interest of Divine Konnections, Inc not involving a change in Contract price or time, the Architect may approve the drawing. The approval shall be general, shall not relieve the Contractor from its responsibility for adherence to the Contract or for any error in the drawing, and shall contain in substance the following: “The modification shown of the attached drawing is approved in the interest of Divine Konnections, Inc to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of Divine Konnections, Inc under the Contract and surety bond or bonds.”

122. REQUEST FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of Divine Konnections, Inc for any additional information not already in its possession which should be furnished by Divine Konnections, Inc under the terms of this Contract, and which will be required in the planning and execution of the Work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information Divine Konnections, Inc may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its Work or to others arising from its failure to comply fully with the provisions of this Section.

123. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the Work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as an equal to any particular standard, Divine Konnections, Inc shall decide the question of equality.

b. The Contractor shall furnish to Divine Konnections, Inc for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the Work. (See Section 124, Samples, Certificates and Tests)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. Any materials and equipment for which Underwriters Laboratories, Inc. (U.L.) standards have been established shall bear the appropriate U. L. label.

f. Divine Konnections, Inc may require the Contractor to dismiss from the Work such employee or employees as Divine Konnections, Inc may deem incompetent, or careless, or insubordinate.

g. In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program .

124. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the Contract Documents or required by the Architect, promptly after award of the Contract. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by Divine Konnections, Inc or the Architect. Any delay in the Work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Architect or Divine Konnections, Inc in formally approving the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of Divine

Konnections, Inc's right to demand full compliance with Contract requirements. After actual deliveries, Divine Konnections, Inc or the Architect will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and equipment have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the Work, Divine Konnections, Inc or the Architect will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by Divine Konnections, Inc or the Architect;
2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements;
3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
4) Divine Konnections, Inc will pay for all other testing expenses.

125. RESTRICTED ACCESS

a. Contractor shall use and maintain in clean condition the site and building access route(s) as approved by Divine Konnections, Inc. No other access points shall be used.
b. Contractor and all other persons connected to this project shall use parking areas designated by Divine Konnections, Inc.
c. Contractor and workers shall not trespass into areas beyond those required to accomplish the Work.
d. Contractor shall insure that operations do not compromise building safety.

126. CARE OF WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Work and shall be responsible for the proper care and protection of all Work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by Divine Konnections, Inc.

b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from Divine Konnections, Inc, is authorized to act at its own discretion to prevent such threatened loss or injury, and shall so act. The Contractor shall likewise act if instructed to do so by Divine Konnections, Inc. Any compensation claimed by the Contractor on account of such emergency Work will be determined by Divine Konnections, Inc as provided in Section 112, Changes in the Work.

c. The Contractor shall avoid allowing damage to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., during the time the Project Location is within the control of the Contractor, and shall at its own expense completely repair any damage thereto caused by its operations.
d. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible

for the giving of any and all required notices to any adjacent or adjoining property owner or other party before the commencement of any Work. The Contractor shall indemnify and save harmless Divine Konnections, Inc from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which Divine Konnections, Inc may become liable in consequence of such injury or damage to adjoining structures and their premises.

127. ACCIDENT PREVENTION AND SAFETY

The following SAFETY provisions shall apply:

a. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the project site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the project site.

b. The Contractor shall also perform all of the Work in accordance with applicable Occupational Safety and Health Administration (OSHA) standards.

c. The Contractor shall provide traffic control meeting Manual on Uniform Traffic Control Devices (MUTCD) standards.

d. The Contractor shall, at the pre-construction conference, designate a Safety Coordinator who shall be responsible for safety and traffic control management for the Project. The Safety Coordinator shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall project safety and traffic control management for the Project.

e. The safety of pedestrians and the traveling public is the Contractor's responsibility.

f. The Contractor shall provide and maintain sanitary and safety accommodations for the use and protection, health and welfare of the Contractor's employees and suppliers in accordance with the following applicable safety and health codes and regulations:

   1) Federal,
   2) State,
   3) Local, and
   4) Other bodies and tribunals having jurisdiction.

g. The Contractor shall refer to the employee safety and sanitation regulations as specified in 29 CFR 1926, Occupational Safety & Health Administration (OSHA), Construction Industry Standards, MN Statutes Chapter 182; and Minnesota Department of Labor & Industry, OSHA Division, Minnesota Rules Chapters 5205 to 2515 inclusive.

h. The Contractor shall provide, install, maintain, and remove required safety and health related Equipment and provisions, at no additional extra cost to Divine Konnections, Inc. The safety and health related Equipment and provisions shall comply with the applicable codes and regulations, be in operable condition, and allow Divine Konnections, Inc personnel to perform required duties at the appropriate time.

i. The Contractor shall allow the entry of Federal, State, and local safety and health inspectors to perform inspections or investigations.

j. The Contractor shall perform construction operations in accordance with applicable laws, regulations and industry standards as specified in this section. The Contractor is responsible for the development, implementation, and enforcement of safety requirements of the Project, regardless of any actions Divine Konnections, Inc may take to help ensure compliance with these requirements.

k. The Contractor shall conduct operations and perform the Work in a manner that causes the least possible obstruction to traffic. The Contractor shall provide for the safety of the general public and for the residents living beside the Highway.

l. The Contractor shall provide temporary facilities to allow pedestrian travel over or through obstructions at public walkways and at other locations designated by the Architect. The Contractor shall adequately fence and post conspicuous warning signs around hazardous open excavations or open excavations that contain water.

m. The Contractor shall notify the local fire and police chiefs to allow time to rearrange routes of emergency vehicles before blockading a street. The Contractor shall keep the local fire and police chiefs informed about the status and removal of street blockades affecting emergency vehicle travel. The Contractor shall not obstruct access to fire hydrants without the approval of the local fire chief.

128. USE OF PREMISES

a. The Contractor shall be in control of the Project Location, except as provided for in Section 131, Partial Use of Improvements, until such time as Divine Konnections, Inc conducts its final inspection as set forth in Section 132, Final Inspection.

b. The Contractor shall, periodically or as directed during the progress of the Work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Location and public rights of way reasonable clear.

c. Contractor shall at all times keep the premises free from accumulation of waste materials caused by its operations. At the completion of the Work, all temporary construction facilities, debris and waste materials shall be removed from the project as well as all tools, construction equipment and surplus materials. The Project Site shall be left in a neat and clean condition. Trash burning on the site of the Work will be subject to prior approval of Divine Konnections, Inc and existing State and local regulations.

d. Contractor shall restore and replace in a suitable manner all property both public and private which has been damaged or removed in the performance of this contract. The site of the Work is meant to include portions of any and all buildings or structures and adjacent portions of any street, alleys, lawns, sidewalks, driveways, or property used in executing the Work.

e. If the Contractor fails to clean up, Divine Konnections, Inc may do so and the cost thereof charged to the Contractor.

129. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination or test by Divine Konnections, Inc or the Architect at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. Divine Konnections, Inc shall have the right to reject defective or substandard material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Location and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, Divine Konnections, Inc may contract or otherwise have the defects remedied or rejected materials removed from the Project Location and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of Divine Konnections, Inc.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 124, Samples, Certificates and Tests). All tests by Divine Konnections, Inc will be performed in such a manner as not to delay the Work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify Divine Konnections, Inc sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent by Divine Konnections, Inc, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by Divine Konnections, Inc. Should it be considered necessary or advisable by Divine Konnections, Inc at any time before final acceptance of the entire Work to make an examination of Work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective in any important or essential respect, due to fault of the Contractor or its Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 10% to cover superintendence, general expenses and profit, shall be allowed the Contractor and it shall, in addition, if completion of the Work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional Work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the Work in whole or in part, by Divine Konnections, Inc or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or Work performed not in strict accordance with the Contract.

130. REVIEW BY DIVINE KONNECTIONS, INC

Divine Konnections, Inc, its authorized representatives and agents, and the Architect, shall, at all times have access to and be permitted to observe and review all Work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract; provided, however, that all instructions and approvals with respect to Work will be given to the Contractor only by Divine Konnections, Inc through its authorized representative or agents.

131. PARTIAL USE OF IMPROVEMENTS

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

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

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

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

d. The guarantee stipulated in the Section 113, General Guaranty, shall not begin to run until the date of the final acceptance of all Work which the contractor is required to construct under this contract.

132. FINAL INSPECTION

When the Work embraced in this Contract is substantially completed, the Contractor shall notify Divine Konnections, Inc in writing that the Work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of Divine Konnections, Inc having charge of inspection. If Divine Konnections, Inc determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection

commenced on the date stated in such notice, or as soon thereafter as is practicable.

133. CORRECTION FOR NON-CONFORMING WORK

If at any time the Contractor's Work does not comply with the plans and specifications, the Contractor shall remove the non-complying Work and replace it with complying Work and shall bear all costs related thereto.

134. INDEMNITY FOR CONTRACTS OVER $1 MILLION ESTIMATED CONSTRUCTION COSTS

For contracts with an estimated construction cost exceeding one million ($1,000,000) dollars, in addition to any indemnification required under Section 6 of the Contract, the Contractor shall purchase insurance as provided in Minnesota Statutes Section 337.05, as most recently amended, for the benefit of the Owner and their agents and employees, which shall compensate them from any loss due to all claims, damages, losses, and expenses, including a minimum coverage of not less than $2.5 million per claim and $5 million per occurrence plus an appropriate amount of property damage for the size of the project. Copies of the contract of insurance shall be provided to the Owner and shall name these parties as an Additional Insured.

135. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the Work and upon completion of all Work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to Divine Konnections, Inc free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any Work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

136. ENVIRONMENTAL CONDITIONS

It shall be the Contractor's obligation to ensure that in performance of the Work it complies with all applicable Minnesota Pollution Control Agency (MPCA) and Environmental Protection Agency (EPA) requirements that would impact directly or indirectly the Work to be performed subject to the specific directions contained in the Project plans and specifications and the Contractor shall call to the attention of Divine Konnections, Inc any discrepancies that the Contractor becomes aware of between the requirements of those agencies and the plans and specifications.

In addition, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding $150,000 that is financed in whole or in part with Federal funds.

137. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising

the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

138. DAVIS BACON ACT

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage decision included as part of the bid solicitation. In addition, contractor shall pay wages not less than once a week.

139. COPELAND ''ANTI-KICKBACK'' ACT

Contractor shall comply with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). Contractor and any subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

140. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall ensure that no laborer or mechanic involved in the Work is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Purchasing Division
Finance Department

Room 120
411 West First Street
Duluth, Minnesota 55802

218-730-5340
purchasing@duluthmn.gov

LABOR COST BIDDING DATA

Solicitation No.: 26-5503
Project Title: Comfort and Joy Duplex West and East

Funding sources for City of Duluth projects determine what wages and work hours are required. The project identified above includes the funding sources checked below.

- ☒ Federal funds
- ☒ State funds
- ☒ City funds
- ☐ Other:

Per the Duluth City Code, prevailing wages must be paid on projects of $2,000 or more. The prevailing wage decisions included in this project are listed below. If multiple wage decisions cover the work, bidders are required to pay the higher wage.

1. Federal Residential MN20260022 effective 5/18/2026
2. Federal Heavy Highway MN20260231 effective 7/30/2026
3. MN State Heavy Highway effective 12/1/2025
4. MN State Truck Rental Rate effective 5/1/2026

This project will include a project labor agreement (PLA) if $150,000 or more. Please note that union scale wage may or may not be higher than the minimum prevailing wages required. If a PLA is included, bidders are required to pay the higher of either the union labor rates or the wage decisions included.

Overtime rate to be paid at no less than 1 ½ times the rate of pay, plus fringe, as established in the project's wage decision OR 1 ½ times the base rate the employee is being paid, plus fringe; whichever is higher. Overtime must be paid on:

- ☒ Hours worked in excess of 8 hours per day (even if less than 40 hours worked in a week) and hours worked in excess of 40 hours per week per state statute.
- ☐ Hours worked in excess of 40 hours per week per federal regulation.
- ☐ Hours worked in excess of 8 hours per day (even if less than 40 hours worked in a week) and 40 hours per week, unless the bidder has an existing union labor agreement allowing different hours as prescribed in section 2-26 of the City Code.