

General Provision for all Subcontract Categories

- A. RFP Documents: The RFP Documents are complimentary in nature. The Subcontractor is required to review the RFP Documents as a whole and not as individual sections or disciplines to determine the Work that is required. Subcontractor acknowledges that the Bid Documents do not reflect every detail necessary to provide a complete working system compatible with adjacent construction, but has included work reasonably inferable from the Bid Documents necessary to provide a complete and compatible scope of Work and that the Contract Price reflects this condition. Reference to additional sections and disciplines may be necessary to determine the total Work that is required and/or to complete the Work that is required in any individual section or discipline. Subcontractor includes all incidental materials including, but not limited to, carriers, fasteners, shims, sealants, adhesives, and appurtenances necessary to complete its Work in accordance with the Bid Documents and the manufacturer's requirements.
- B. Safety and Health: There is a very strict and enforceable safety plan at the site. Subcontractor agrees to implement, whether being the leader or participant as appropriate, and at Subcontractor's own cost, all required plans and procedures for the purpose of eliminating accidents and injuries at the Project. Subcontractor agrees to prepare and submit for review in a timely manner so as not to jeopardize safety or progress all required documents, including Site Specific Safety Plans, Crane Lifting Plans, and Disruption Avoidance Plans.
- C. Coordination and Meetings - Subcontractor shall have competent, technically qualified supervision that is acceptable to Construction Manager on site at all times Subcontractor or its Sub-subcontractors are performing Work, with full authority to act on Subcontractor's behalf.
1. Subcontractor's project manager and superintendent shall attend weekly Subcontractor Meetings.
 2. Subcontractor's project manager, superintendent, and all foreman shall attend preconstruction meeting with Construction Manager. This meeting is mandatory prior to beginning work on the project site.
 3. Subcontractor's project manager and superintendent shall attend various coordination meetings at a frequency as determined by Construction Manager. Subcontractor shall be available for all required meetings with other Subcontractors, local code and regulatory authorities, local utilities, the Design Team, the Owner, and/or Construction Manager related to the prosecution of the Work. These meetings will be necessary to ensure adequate coordination throughout the Project, and ultimately, the timely occupancy provisions of the Project.
 4. Subcontractor shall have a representative present at the weekly Safety Committee Meeting held at a day and time established by the Construction Manager.
 5. Subcontractor shall provide its on-site personnel with two-way radios for communication with Construction Manager and others. Include field programmable crystals for up to 15 channels. Construction Manager will assign certain channels for direct communication between the Trade Subcontractors, emergency situations, start-up procedures, etc.
- D. Coordination with other Contract Categories: Subcontractor shall coordinate with other Contract Categories regarding layout, installation and compatibility of materials. Subcontractor is responsible for all Subcontractors to whom it has subcontracted portions of the Work. Subcontractor is responsible for an on-site presence at all times when any activities associated with its Work are being undertaken. Any Work that has not been coordinated or located satisfactorily per review by the Architect/Engineer, Owner and/or Construction Manager will be removed and corrected at the cost of Subcontractor.

- E. Shipments/Deliveries - Subcontractor shall coordinate all deliveries to the site with Construction Manager and understands that deliveries may be required to be during off-peak hours. Peak hours are defined to be 7:00 a.m. to 3:30 p.m. All costs associated with off-peak delivery, including overtime, are included in the Contract Price. Subcontractor shall coordinate and cooperate in the implementation of a crane, hoist, elevator, or docking prioritization/reservation program (if applicable) and has included such provision in the Contract Price. All delivery personnel shall abide by Construction Manager's safety requirements, including but not limited to, the wearing of hardhats, high-visibility vests, and safety glasses when outside of their delivery vehicles. Subcontractor shall provide off-loading, handling, and suitable storage facilities for all equipment and materials required to complete its Work.
- F. Tools, Equipment and Hoisting - Subcontractor shall supply its own hoisting, rigging, dunnage, equipment, materials, incidental small tools and supplies, including oxygen, acetylene and welding rod/wire leads required to complete the Work.
1. Subcontractor shall provide its own welding machines. Certain gas and/or electric powered welders may not be allowed. Subcontractor shall coordinate these details with Construction Manager prior to arriving on-site.
 2. Subcontractor specifically agrees to provide all cranes, forklifts, scaffolds, manlifts, hoists and any other equipment required for the performance of its Work. Subcontractor shall coordinate the type of equipment and intended use prior to using on site.
 3. All interior lifts utilized are to be electric or battery powered and must have non-marking tires during rough-in and finish phases of construction. Personnel lifts will be prohibited from operating upon finished (i.e. terrazzo, tile) floors.
 4. Construction Manager may furnish and operate a personnel/material lift as the project progresses. Details will be provided as applicable.
 5. Construction Manager may furnish and operate multiple tower cranes as the project progresses. Details will be provided as applicable.
- G. Work Hours: Project normal work hours are 7:00 AM to 3:30 PM, Monday through Friday, subject to change at Construction Manager's discretion. Any work to be performed outside of normal work hours shall be scheduled through Construction Manager a minimum of 48-hours in advance of the work. Subcontractor shall comply with the City of Minneapolis ordinances pertaining to work hours, noise levels, etc. while performing work on the project. City of Minneapolis After Hours Work Permits shall be requested through Mortenson, and will be back charged to Subcontractor at the daily rate charged by the City of Minneapolis.
- H. Progress Schedule – Subcontractor is required to assist as necessary in preparation and maintenance of the CPM Schedule.
1. Construction Manager will develop a detailed schedule for the complete Project. Subcontractor shall submit to Construction Manager a detailed, resource loaded field installation schedule for all disciplines of Work confirming Subcontractor's ability to meet or improve upon the CPM schedule. Subcontractor's schedule shall also include a detailed submittal and procurement schedule for all disciplines of Work that supports the delivery of material as required to support the installation schedule. Construction Manager will review with Subcontractor and incorporate any necessary revisions in the overall Project CPM schedule.
 2. Subcontractor shall participate in all meetings required to obtain approval of initial baseline schedule and all updated schedules.

3. Subcontractor must submit weekly update information as requested by the Construction Manager.
 4. Four-Week Look Ahead Schedules shall be submitted to the Construction Manager by the end of day Friday in preparation for the following week's Subcontractor Coordination Meeting or as directed by the Construction Manager.
 5. Subcontractor shall provide weekly updates of delivery status, or as otherwise required by Construction Manager. Any foreseen delays shall be stated and a recovery plan shall be implemented to meet the schedule requirements established by Construction Manager.
 6. Any changes to the Work proposed by Subcontractor must be accompanied by a Schedule Impact Analysis. This analysis shall include any start/finish date changes, relationship changes, and duration changes associated with the proposed changed Work. Failure to supply this information shall result in Subcontractor's agreement that the proposed changed Work has no schedule effect or impact, and shall not be considered in any claim of any kind or nature.
 7. Subcontractor shall perform out-of-sequence work as required by Construction Manager to permit the coordination of the Work of other trades. Subcontractor includes the cost of any out-of-sequence work in their Contract Price as required by job progress at the direction of Construction Manager.
 8. Subcontractor recognizes the project has aggressive schedule requirements and will staff/supply project as required by project progress and contract milestones, including any future updates to the schedule. Subcontractor includes all labor, material and equipment required to maintain the Project Schedule. The Construction Manager will distribute the overall CPM schedule to Subcontractor on a monthly basis. Subcontractor must submit in writing any comments or exceptions taken to the schedule within 7 days of receipt. If no comments or exceptions are submitted Subcontractor is deemed to have accepted the schedule.
 9. In the event there is a weather day that prohibits the project site from construction operations, Subcontractor shall be responsible for making up the missed weather day on the following weekend as straight time with no additional compensation from Construction Manager or the Owner.
- I. Intentionally left blank
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- K. Allotted Work Space - The project site is very tight and will require that all Subcontractors coordinate very closely with each other and with the Construction manager on storing material, equipment, and personnel items (trailers, trucks, etc.).
1. Site limitations and the sequence of construction are such that the available lay-down, staging, and storage area locations may change throughout the course of construction. All lay-down, staging, and storage operations occurring on-site must be approved by and coordinated with Construction Manager. Subcontractor includes all mobilization and demobilization costs, including remobilization costs on account of changing locations of lay-down, staging, and storage areas.

2. Subcontractor is advised that a minimal amount of on-site storage should be anticipated, necessitating a high degree of delivery coordination, more frequent deliveries, "off-hour" deliveries, off-site storage and other related constraints. Subcontractor acknowledges that material handling inefficiencies should be anticipated due to the prevailing site limitations. In the event that a conflict arises requiring site storage, deliveries, etc., Subcontractor agrees that the conflict shall resolve in a manner which, in the opinion of Construction Manager best serves the Project.
 3. Subcontractor is responsible for providing, at its expense, any additional off-site storage as may be required for the performance of its Work. Such off-site storage shall afford adequate and satisfactory security and protection and be accessible to Construction Manager, the Owner, and Design Team. Contactor must provide a certificate of insurance for all off-site storage and/or warehouse facility leases locations that includes the address and value of material stored.
- L. Traffic Control – Subcontractor is fully responsible for all necessary provisions for traffic control in and out of the site. This includes signage, police officers, and flag persons as required or necessary, as well as, any and all coordination required with any state and local agencies. Any detour signage indicated on the Bid Documents shall be provided by the Construction Manager.
- M. Parking & Employee Access – Subcontractor is fully responsible for parking. There shall be no on-site parking. Access to the site shall only be at areas designated by Construction Manager.
- N. Clean-up - Subcontractor shall clean its own work areas on an ongoing and daily basis or at other times deemed necessary by Construction Manager. Should Subcontractor fail to comply with clean-up of its own work areas after written notice from Construction Manager, then Construction Manager shall perform the necessary clean-up on behalf of Subcontractor and Subcontractor shall reimburse Construction Manager for all associated costs.
1. Removal of extra material from the jobsite will be performed daily and immediately upon completion of the Work. Subcontractor shall deposit trash and waste material in dumpsters provided by Construction Manager.
- O. Protecting Work: Subcontractor shall protect the Work of others from damage from its operations. Subcontractor shall include protection and repairs to its Work, and protection of existing/other work, as required until the Work has been punch-listed and accepted by the Owner, Construction Manager and Architect.
1. Trade damage is clearly caused by carelessness and will not be tolerated on this project. Each and every Subcontractor has a responsibility to protect and report damage to other trades work and finishes. Each and every foreman on this project must communicate to his crews the importance of protecting the surrounding finishes. Subcontractor which causes the trade damage must immediately reimburse the Subcontractor whose work was damaged. If no one is willing to accept responsibility then Construction Manager will process deductive change order costs and distribute it evenly between the Subcontractors working in the area where the damage has occurred.
 2. Subcontractor shall protect the building cladding system when working in proximity. Subcontractor shall protect roof areas when working on the roof. After completion of Work, Subcontractor shall remove all excess materials and restore roof to original condition. Storage of material shall not be permitted on any roof.
 3. Subcontractor shall protect finished floors from its construction traffic to prevent damage. Subcontractor shall protect unfinished concrete floors from damage (i.e. oil stains, tire marks, chipping, etc.).

4. All "rough-in" work shall be performed with minimal demolition and damage to existing conditions.
 5. Subcontractor shall be responsible to repair any damage or provide daily cleanup to streets as a result of its operations. Subcontractor shall provide and maintain proper shoring and bracing for existing underground utilities and building foundations encountered during its excavation Work to protect them from collapse or movement, or other type of damage until such time as they are removed, incorporated into the new Work, or properly backfilled upon completion of new Work.
 6. Prior to beginning any excavation, Subcontractor shall contact all appropriate utility companies for the location of existing underground services.
- P. Work Force: Local custom and trade-union jurisdictional settlements do not control the Scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of Work is first identified or threatened, affected Subcontractors shall negotiate a reasonable settlement to avoid delays.
- Q. Radios/Televisions: Radios, boom boxes, stereo equipment, televisions, iPods (or sim.) will not be allowed on the Project site. There are no exceptions to this rule.
- R. Security - Construction Manager will install a perimeter chain link site fence. However, Subcontractor is still fully responsible for the protection and security of its own Work, materials, tools, and other property.
- S. Signage: - No Subcontractor or Supplier signs or advertising shall be displayed on the premises without prior written approval of the Construction Manager, MSFA, and Vikings.
- T. Fire Extinguishing Equipment - Construction Manager shall provide communal fire extinguishers as the Project progresses, but Subcontractor is responsible to provide its own task and Subcontractor office specific fire extinguishers.
1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
 - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- U. Subcontractor Construction Trailers:
1. Temporary field office trailers will not be allowed on site. There is limited room on site for tool sheds that may be placed only at the approval of the Construction Manager.

2. Subcontractor shall be responsible for providing its own fully functional site office for its personnel. Subcontractor is fully responsible for connections, service, monthly charges, and eventual removal of telephone, electrical, and other utilities to its site office(s).
 3. There is no guarantee for length of time any office may remain in place.
 4. Temporary field offices and sheds shall not be used for living quarter, and offices and sheds shall be of suitable design, maintenance and appearance.
 5. All temporary offices and sheds must be removed within ten (10) days of written notice from Construction Manager.
- V. Sanitary Facilities – Unless otherwise noted in the Contract Category descriptions, Construction Manager will provide site toilet facilities. Temporary toilet facilities will be provided at locations designated by Construction Manager, at no cost to Subcontractor during normal working hours. Subcontractor shall provide all required wash station facilities for its employees.
- W. Drinking Water - Subcontractor shall supply and distribute drinking water for its own work forces.
- X. Construction Water - Water will at a later date be available from a single point of use within the building. Construction Manager shall supply and install connection, backflow prevention, and meter. Subcontractor shall supply any other materials (i.e. hoses, racks, pumps, etc.) necessary to load/disperse water. All use shall be coordinated through Construction Manager. Subcontractor shall conserve water at all times and is instructed not to allow water to run when it is not being used for actual construction purposes. Subcontractor shall provide its own source of water or draw construction water from adjacent site fire hydrants, at Construction Manager's discretion when water source other than that furnished by Construction Manager is required. Disposal of construction and testing water shall be in accordance with the Bid Documents and any approved site storm water pollution prevention plan (SWPPP).
- Y. Temporary Electrical Power and Lighting - Subcontractor may assume that at some point during construction, temporary power will be available for Subcontractor's use. Until such time Subcontractor shall provide its own generators for any power requirements for its Work at its own cost. Task lighting, extension cords, light bulbs, and other means for power distribution and lighting required to perform the Work shall be provided by Subcontractor. All extension cords must be free of cuts, kinks, or other defects. Cords found to be out of compliance with Construction Manager safety standards, including cords strewn through traffic ways and susceptible to damage by equipment, will be removed from the site by Construction Manager. Subcontractor shall provide plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
- Z. Waste Disposal - Subcontractor shall properly dispose of all contaminated materials in a manner conforming to the Bid Documents and all Federal, State and Local regulatory requirements at its own expense, unless otherwise noted in the Contract Category descriptions. Subcontractor shall properly label and store all containers of chemicals on site or used in performance of the contract. Subcontractor shall notify Construction Manager in the event that any hazardous material is discovered. Contract Price includes all required dump charges and other government taxes and/or levies associated with materials hauled off of site. This paragraph shall apply only to contaminated material generated by Subcontractor. See other section for daily waste and trash management.
- AA. Temporary, Heating, Cooling, and Ventilation: Subcontractor is responsible for temporary heating, cooling, and ventilation, including utility-use charges, temporary meters, and temporary connections associated with trade specific work (i.e. concrete, masonry, fireproofing) unless noted otherwise.
- BB. Use Charges: Comply with the following:

1. Sewer Service: Construction Manager is responsible for costs of sewer service use by all parties engaged in construction activities at Project site.
 2. Water Service: Construction Manager is responsible for costs of water service, whether metered or otherwise, for water used by all entities engaged in construction activities at Project.
 3. Electric Power Service: Construction Manager is responsible for costs for electric power service, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.
- CC. Contract Language: "Provide", "Include", "Supply", "Erect", "Deliver", "Install", "Apply", "Lay", or "Place": These words are intended to be synonymous and to indicate that the material or work specifically mentioned is to be furnished and installed complete by Subcontractor and incorporated into the Project. Whenever a material is to be furnished by a Subcontractor and installed by another Subcontractor it will be specifically specified.
- DD. Document Review: Review of documents for coordination of Work with previous and future Procurement Packages shall be done at no additional cost to the Owner or Construction Manager. These documents shall include but not be limited to: previous Procurement Packages, future Procurement Packages, coordination drawings, Requests for Information (RFIs), Architect's Supplemental Information (ASIs), Construction Change Directives (CCDs), Proposal Requests (PRs), etc.
- EE. Mobilizations: Subcontractor acknowledges that diversity of work areas within the Project will require multiple mobilizations to various building zones. Furthermore, numerous areas will require working concurrently to facilitate the Project Schedule. Subcontractor shall coordinate with Construction Manager to maximize continuous work opportunities.
- FF. Site Utilization Plan: Acknowledgement of Site Utilization Plan as it relates to site logistics, staging areas, fencing, etc. The intention of the Plan is to portray the organization and utilization of the site amongst the various Subcontractors. Access/egress to and from the site shall be per Site Utilization Plan.
- GG. Snow and Frost Removal: Subcontractor is responsible for snow and frost removal as required for the performance of the Scope of Work.
- HH. Code Compliance: All items of Work included within the Scope of Work are to be installed in accordance with all applicable governing codes, Underwriter's Laboratory, Local Municipality and State requirements. All Work necessary to meet these requirements is understood to be included in the Subcontract Price listed in Exhibit B.
- II. Completion Lists: Generation, distribution, and completion of Completion Lists as defined in the Construction Manager Project Quality Control Manual are included in Subcontract Price. Subcontractor acknowledges that Completion Lists are separate from Punch Lists, and agrees to allocate the appropriate quantity of workers to support the progression of both the Completion List and Punch List processes simultaneously.
- JJ. Warranty: All warranties begin upon Project Substantial Completion, not upon material delivery, installation, or system start-up. All warranties to be provided as indicated in the Bid Documents, unless noted otherwise.

KK. Sales Tax: Subcontractor acknowledges materials and supplies used or consumed in, and equipment incorporated into, the construction or improvement of the football stadium and stadium infrastructure are exempt from Sales Taxes. This subdivision expires one year after the date that the first National Football League game is played in the stadium for materials, supplies, and equipment used in the construction and equipping of the stadium.

END OF GENERAL PROVISIONS FOR ALL SUBCONTRACT CATEGORIES