

## **MBE/WBE Vendors:**

### **MBE/WBE Bidding Opportunity in Ramsey**

**Project:** Midway Peace Park

**Bid Date:** Wednesday, March 20, 2019

**Bid Time:** 2:00 PM

**Completion Dates:** August 30th 2019

**Contractor:** Max Steininger, Inc.

**MBE/WBE Goal:** 5% MBE 10% WBE 10% SBE

**Your proposals are due by: 5pm, Tuesday 3/19/19 (including Letter of Intent)**

Max Steininger Inc. is bidding this project as a prime contractor and is soliciting qualified bidders for MBE/WBE participation. To assist, we have attached the following documents:

- Bid form
- Plan title sheet
- Copy of Ad
- Scope of work
- Summary of work
- Letter on Intent

Max Steininger, Inc. is an Equal Opportunity Employer and encourages participation from all certified MBE/WBE subcontractors and suppliers.

For the benefit of all contractors we have scanned plans on a hosting site called [www.questcdn.com](http://www.questcdn.com).

Questcdn is a reputable member only website that allows subcontractors to get plans online by paying a small fee of \$10.00. Once you download plans, all addendums when posted will also be available for you to download.

-Below are the steps to obtain a copy of the plans

Plans and Specs are available online at QuestCDN.com. Paper copies are also available in our office.

- Sign in using your QuestCDN login.
- Next step is to click on PROJECTS. Then click SEARCH PROJECTS.
- It will ask for a Quest EDOC# to locate bidding documents.

Enter **Quest EDOC # 6210368**

Password: **82**

Also, the plans can be obtained through the Dropbox link below with no additional costs.

If you use the Dropbox link to get plans and specs for this project, please be warned that it is your responsibility to contact us for any future addendums that are issued from the time of receipt of this email to the bid date and time. While the QuestCDN hosting site is automatically updated with any issued addendums, the Dropbox link does not stay updated with addendums.

#### **Dropbox Link to Access Bidding Documents:**

**<https://www.dropbox.com/sh/kldyqdcbc7ag05d/AAB9wnL5PU7Y8l7y7U7wWlJxa?dl=0>**

If you have any questions in obtaining a copy of the plans **call Quest CDN at 952-233-1632**. Also if you would like to get a copy from our office please know that they are available for you to copy. Kindly call ahead at **651-454-6620** so we can make sure someone is there to assist when you visit. We have reached your firm because it is listed in the MNUCP business category.

Last but not least:

If you need assistance with Bonding, lines of credit- please contact our office for assistance in this area.

If you need assistance in locating equipment and supplies to prepare your quote for this project, please contact our office.

If you need technical assistance in preparing your quote in accordance with the Plans and Specifications, please contact our office.

**We also request that all potential vendors solicited kindly send a response back via email or via fax to our office referencing this particular project if this is of interest to you and will you be quoting or not highlighting the type of work you will be quoting.**

Thanks in advance,

Estimating Staff

Max Steining Inc.  
3080 Lexington Ave. S.

Eagan, MN 55121

[651-454-6620 \(o\)](#)

[651-454-6716 \(f\)](#)

# MIDWAY PEACE PARK

416 GRIGGS ST. N.  
ST. PAUL, MINNESOTA

## CITY OF ST. PAUL NOTES

- ENCROACHMENTS: PER CHAPTER 134 OF THE LEGISLATIVE CODE NO PERSON SHALL CONSTRUCT AND MAINTAIN ANY PROJECTION OR ENCROACHMENT WITHIN THE PUBLIC RIGHT-OF-WAY
- CONSTRUCTION OF THE DEVELOPMENT THAT NECESSITATES TEMPORARY USE OF RIGHT-OF-WAY (ROW) FOR CONSTRUCTION PURPOSES SHALL BE LIMITED TO EQUIPMENT, PERSONNEL, DEVICES AND APPURTENANCES THAT ARE REMOVABLE FOLLOWING CONSTRUCTION. ENCROACHMENT PERMITS WILL NOT BE GRANTED FOR DEVICES SUCH AS TIE BACKS, ROCK BOLTS, H-PILES, LAGGING, TIMBERS, SHEET PILING, ETC. THAT THE OWNER IS SEEKING TO ABANDON IN THE ROW.
- SECTION 3201.3 OF THE MINNESOTA BUILDING CODE DEFERS FINAL AUTHORITY OF ENCROACHMENTS INTO PUBLIC RIGHT-OF-WAY/PUBLIC PROPERTY TO THE LOCAL AUTHORITY. CITY LEGISLATIVE CODE GOVERNS MANAGEMENT OF THE PUBLIC RIGHTS-OF-WAY. PROVIDED SUCH INSTALLATIONS ARE APPROVED BY PUBLIC WORKS, FOOTINGS MAY BE ALLOWED TO ENCROACH INTO CITY ROW NO MORE THAN TWELVE (12) INCHES AT DEPTHS BELOW EIGHT (8) FEET AS PROVIDED FOR IN MINNESOTA BUILDING CODE SECTION 3202.1. SAID ENCROACHMENTS WOULD REQUIRE AN ENCROACHMENT PERMIT FROM THE CITY PER CHAPTER 134 OF THE LEGISLATIVE CODE.
- ENCROACHMENTS INSTALLED IN THE ROW WITHOUT AUTHORIZATION WILL BE REMOVED AT NO EXPENSE TO THE CITY/COUNTY/STATE.
- STREET SWEEPING: STREET SWEEPING IS AN IMPORTANT TEMPORARY EROSION CONTROL, BEST MANAGEMENT PRACTICE AND SHALL BE PERFORMED WITH THE USE OF WATER. DRY SWEEPING IS PROHIBITED. ADDITIONALLY, TRUCKS HAULING IN AND OUT OF THE SITE, FOR ANY ACTIVITY INCLUDING BUT NOT NECESSARILY LIMITED TO PAVING, EXCAVATION, ETC., NEEDS TO ENSURE TO CLEAN OFF ALL MUD FLAPS TO AVOID ANY BUILDUP ON THE STREET PAVEMENT.
- MISCELLANEOUS: ANY INFRASTRUCTURE DAMAGE RESULTING FROM THE CONTRACTORS ACTIVITIES, INCIDENTAL OR OTHERWISE, SHALL BE REPAIRED/REPLACED TO THE SATISFACTION OF THE CITY AT NO COST TO THE CITY.
- CONSTRUCTION IN RIGHT OF WAY: ALL WORK ON CURBS, DRIVEWAYS, AND SIDEWALKS WITHIN THE PUBLIC RIGHT OF WAY MUST BE DONE TO CITY STANDARDS AND SPECIFICATIONS BY A CONTRACTOR LICENSED TO WORK IN THE CITY RIGHT-OF-WAY UNDER A PERMIT FROM PUBLIC WORKS SIDEWALK SECTION (651-266-6108). SIDEWALK GRADES MUST BE CARRIED ACROSS DRIVEWAYS.
- RIGHT OF WAY RESTORATION: RESTORATION OF ASPHALT AND CONCRETE PAVEMENTS ARE PERFORMED BY THE PUBLIC WORKS STREET MAINTENANCE DIVISION. THE CONTRACTOR IS RESPONSIBLE FOR PAYMENT TO THE CITY FOR THE COST OF THESE RESTORATIONS. THE CONTRACTOR SHALL CONTACT PUBLIC WORKS STREET MAINTENANCE TO SET UP A WORK ORDER PRIOR TO BEGINNING ANY REMOVALS IN THE STREET AT 651-266-9700. PROCEDURES AND UNIT COSTS ARE FOUND IN STREET MAINTENANCE'S "GENERAL REQUIREMENTS-ALL RESTORATIONS" AND ARE AVAILABLE AT THE PERMIT OFFICE.

## CITY OF ST. PAUL PERMIT REQUIREMENTS

ORDERING OBSTRUCTION AND EXCAVATION PERMITS: CONTACT PUBLIC WORKS RIGHT OF WAY SERVICE DESK AT (651)266-6151. IT IS STRONGLY RECOMMENDED THAT CONTRACTORS CALL FOR COST ESTIMATES PRIOR TO BIDDING TO OBTAIN ACCURATE COST ESTIMATES.

OBSTRUCTION PERMITS: THE CONTRACTOR MUST OBTAIN AN OBSTRUCTION PERMIT IF CONSTRUCTION (INCLUDING SILT FENCES) WILL BLOCK CITY STREETS, SIDEWALKS OR ALLEYS, OR IF DRIVING OVER CURBS.

EXCAVATION PERMITS: ALL DIGGING IN THE RIGHT OF WAY REQUIRES AN EXCAVATION PERMIT. IF EXCAVATION IN THE RIGHT OF WAY IS NEEDED TO FACILITATE CONSTRUCTION, CONTACT THE UTILITY INSPECTOR.

FAILURE TO SECURE PERMITS: FAILURE TO SECURE OBSTRUCTION PERMITS OR EXCAVATION PERMITS WILL RESULT IN A DOUBLE-PERMIT FEE AND OTHER FEES REQUIRED UNDER CITY OF ST. PAUL LEGISLATIVE CODES.

REQUIREMENTS TO WORK IN THE PUBLIC RIGHT OF WAY: ALL UTILITIES AND CONTRACTORS WORKING IN THE PUBLIC RIGHT OF WAY MUST BE REGISTERED, INSURED AND BONDED, AS RECOGNIZED BY THE PUBLIC WORKS SERVICE DESK (651)266-6151.

REMOVING OR PLANTING TREES IN THE PUBLIC BOULEVARD REQUIRES A PERMIT FROM THE CITY FORESTER (651) 632-5129. THERE IS NO CHARGE FOR THIS PERMIT.

## CITY OF ST. PAUL FORESTRY NOTES

SIDEWALK PANEL REPLACEMENT MUST BE COORDINATED WITH CITY OF ST. PAUL FORESTRY TO PREVENT DAMAGE TO THE STREET TREES GROWING ON GRIGGS STREET AND BIGELOW AVENUE. CONTACT ZACH JORGENSEN AT 651-632-2437 PRIOR TO SIDEWALK PANEL REMOVAL TO COORDINATE AN ON-SITE MEETING TO REVIEW THE TREES AND ANY ROOT CONFLICTS WITH THE SIDEWALK. TREE ROOTS SHOULD NOT BE CUT WITHOUT FORESTRY REVIEW.

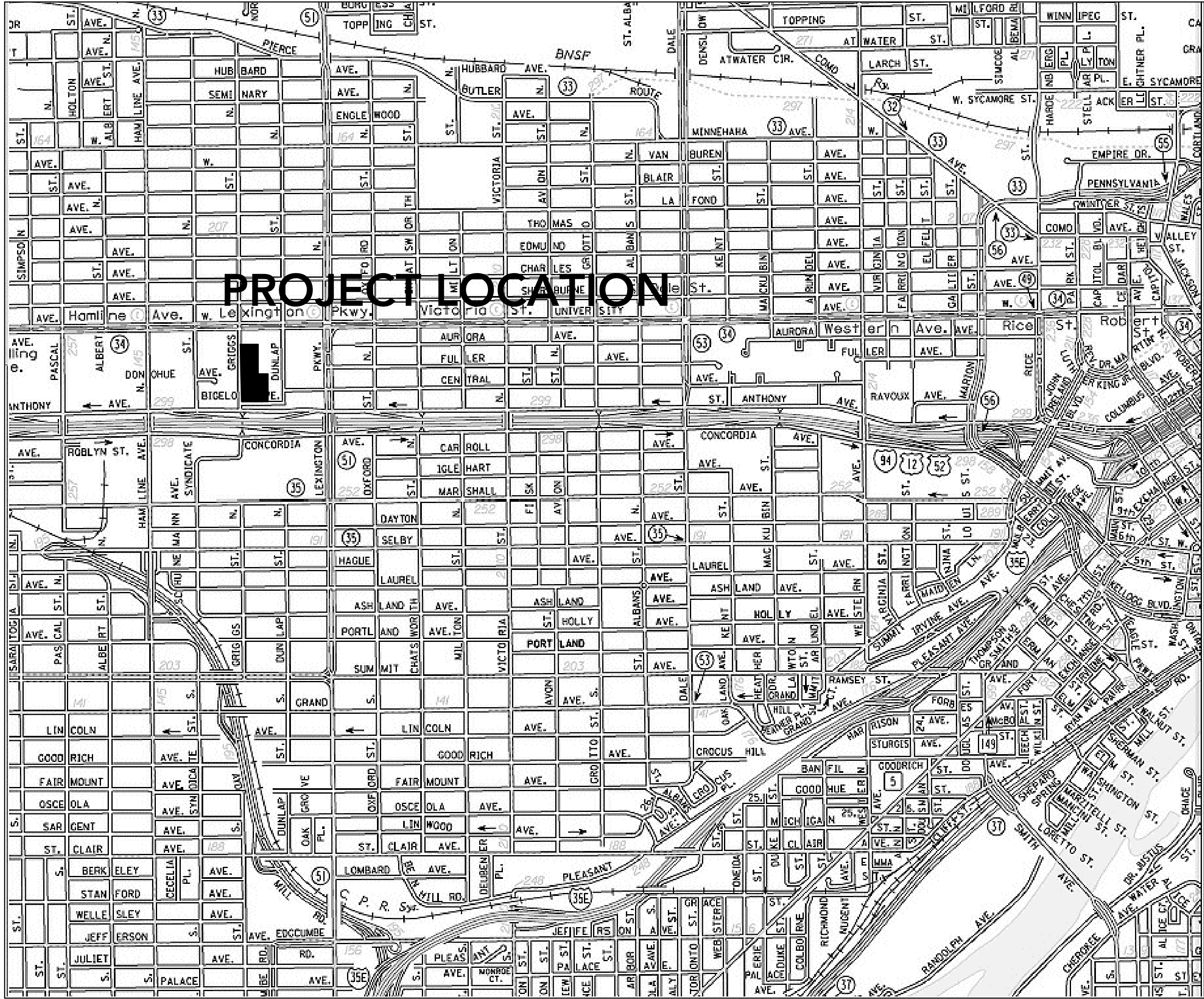
## CITY OF ST. PAUL SIGNAGE NOTES

SIGNS REGULATING PARKING AND/OR TRAFFIC ON PRIVATE PROPERTY SHALL BE INSTALLED BY THE PROPERTY OWNER OR CONTRACTOR OUTSIDE OF THE PUBLIC RIGHT OF WAY (ROW).

REMOVAL OF SIGNS WITHIN THE PUBLIC ROW SHALL BE COMPLETED BY THE CITY.

NEW SIGNS OR THE REINSTALLATION OF EXISTING SIGNS, AS APPROVED BY PUBLIC WORKS TRAFFIC ENGINEERING, REGULATING PARKING AND/OR TRAFFIC IN THE PUBLIC ROW FOR THIS DEVELOPMENT SHALL BE INSTALLED BY THE CITY AT THE EXPENSE OF THE DEVELOPMENT. CONTACT MIKE MILLER OF PUBLIC WORKS 651-266-9778 TWO WEEKS IN ADVANCE OF NEEDED SIGN WORK.

## VICINITY MAP



## DESIGN CONSULTANTS

**LANDSCAPE ARCHITECT**  
LOUCKS  
7200 HEMLOCK LANE  
SUITE 300  
MAPLE GROVE, MINNESOTA 55369

**CIVIL ENGINEER**  
LOUCKS  
55 EAST 5TH STREET  
SUITE 910  
ST PAUL, MINNESOTA 55101

**ELECTRICAL ENGINEER**  
DUNHAM  
50 SOUTH SIXTH STREET  
SUITE 1100  
MINNEAPOLIS, MINNESOTA 55402

**PAUL KANGAS**  
TEL: 763-496-6737

**VICKI VAN DELL**  
TEL: 763-496-6720

**JUSTIN THINER**  
TEL: 612-465-7647

## SHEET INDEX

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C8-11	SITE DETAILS
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L2-1	LANDSCAPE DETAILS
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## WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



CALL BEFORE YOU DIG!  
**Gopher State One Call**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE: 1-800-252-1166

## MIDWAY PEACE PARK

ST PAUL, MN



CITY OF ST PAUL  
PARKS & RECREATION

25 WEST FOURTH STREET  
ST PAUL, MN 55102



PLANNING  
CIVIL ENGINEERING  
LAND SURVEYING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300  
Maple Grove, MN 55369  
763.424.5505  
www.loucksinc.com

### CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared by the Consultant professional staff for use only with respect to this project. These CADD files shall not be used for other projects, for additions to this project, or for completion of this project for others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of the party making such revisions, additions or deletions and the party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

### SUBMITTAL/REVISIONS

02/22/2019 ..... BID SET

### PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Victor J. Jorgensen*  
Victor J. Jorgensen  
License No. VJV-PE 41352  
Date 02/22/2019

### QUALITY CONTROL

Loucks Project No. 018193.00  
Project Lead VJV  
Drawn By GAJ  
Checked By VJV  
Review Date 02/22/2019

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## COVER SHEET

# C1-1



PROJECT: **Midway Peace Park**

Max Steninger, Inc is planning to submit a Prime Bid on the above Referenced Project and we are requesting bids from qualified bidders.

BID DATE: **3/20/2019**  
BID TIME: **2:00 PM**

MBE/WBE GOAL: **5% MBE 10% WBE 10% SBE**

**YOUR PROPOSALS ARE DUE TO US BY: 5pm, Tuesday 3/19/19 (including Letter of Intent)**

We also provide you with a line item description of the bid form if available and if you need to break down a scope of work into more economically feasible units, please feel free to do so. We welcome this as it gives us an opportunity to debundle work if needed towards meeting the DBE Goals.

For this project, the specific scope of work that we feel describes the opportunities are checked below:

	Categories	Description of Work
✓	Concrete	Concrete Paving
✓	Concrete	Supplies of Concrete Aggregates
	Concrete	Concrete Repairs
✓	Concrete Bridge	Structural Concrete Bridge/Ret Walls
✓	Concrete Structural	Structural Concrete Miscellaneous
✓	Curb & Walks	Concrete Curbs & Gutter
✓	Curb & Walks	Concrete Walks
	Earth Retention	Engineering for Sheet piling, Shoring
	Earth Retention	H- Piles
✓	Earth Retention	Sheet Piling
✓	Earth Retention	Shoring & Sheet Piling
✓	Earthwork	Dewatering
✓	Earthwork	Crushing Of Recycled Aggregates
	Earthwork	Hydraulic Excavation
✓	Earthwork	Supply of Granular & Aggregates
	Electrical	Electrical Airport Related
✓	Electrical	Electrical Lighting
	Electrical	Electrical Signal
	Electrical	Loop Detectors
✓	Electrical	Supplies of Electrical Materials
✓	Environmental	Environmental testing and Consulting
	Environmental	Haul & Dispose Contaminated Soils
	Environmental	Haul & Dispose Impacted Soils
✓	Erosion Control	Erosion Control- Permanent
✓	Erosion Control	Erosion Control- Temporary
✓	Erosion Control	Hydroseeding Temp
✓	Fencing	Fencing / Bollards
	Field Engineering	As- Built Surveys
✓	Field Engineering	Surveying
✓	Guardrail	Guardrail
✓	Milling	Bituminous Milling
	Misc	Boardwalks, Decks, Woodwork
	Misc	Clean up Vac Trucks
	Misc	Flagging- Highway Work
	Misc	Rumble Strips Milled
	Misc	Pilot Car- Airport Secured Area
	Misc	Field Office
	Asbestos	Asbestos Abatement

	Categories	Description of Work
	Misc	Pilot Car- Highway Work
✓	Misc	Port-a-Potys
	Misc	Radio Car- Airport Secured Area
✓	Misc	Site Amenities, Benches, Kiosks, mailboxes
✓	Misc	Supplies of Misc Construction Materials
✓	Misc	Sweeping- Pickup Brooms
	Ornamental	Ornamental Steel
	Pavement Markings	Epoxy- Pavement Markings
✓	Pavement Markings	Paint- Pavement Markings
	Pavement Markings	Poly- Pavement Markings
	Pavement Markings	Thermo- Pavement Markings
✓	Paving	Asphalt Paving
✓	Paving	Supplies of Asphalt Materials
✓	Retaining Walls	Soil Retention Walls
✓	Retaining Walls	Mod Block Walls
	Saw & Seal	Joint Adhesives
	Saw & Seal	Saw & Seal Pavement
✓	Sawcutting	Sawcutting
✓	Signage	Permanent Sign Panels
✓	Site Utilities	Castings & Other Misc Structures
✓	Site Utilities	Drainage Structures
	Site Utilities	Sanitary
✓	Site Utilities	Storm Sewer
	Site Utilities	Watermain
	Steel	Fabricated Steel
✓	Subdrainage	Drain tile
✓	Testing	Moisture & other Geotechnical Testing
	Traffic Control	J Barriers
	Traffic Control	Pavement Marking Removals
	Traffic Control	Temp Signage
✓	Traffic Control	Traffic Control
✓	Tree Clearing	Clear & Grub
✓	Trucking	Rubble
✓	Trucking	Aggregates, Misc Earth Materials
	Turf Establishment	Hydroseeding Permanent
✓	Turf Establishment	Seeding
✓	Turf Establishment	Sodding
✓	Landscaping	Trees, Plantings, Soils for Planting Medium

## Event # 736

**Name:** RFB-PARKS-MIDWAY PEACE PARK

**Reference:** RFB-PARKS-MIDWAY PEACE PARK

**Description:** City of Saint Paul Parks and Recreation Department is in need of work at the Midway Peace Park. Project consists of erosion and sedimentation control, removals, site layout, earthwork, concrete work, fencing, paving, precast concrete, storm water drainage, basketball court, site furnishings, electrical, irrigation, play area amenities, retaining walls, fine grading and landscaping.

Addenda, if necessary, will be posted Wednesday, March 13, 2019.

THE TIME LISTED ABOVE FOR CLOSING REFLECTS THE TIME ZONE IN WHICH YOUR COMPUTER IS SET TO. THE CLOSING TIME FOR THIS EVENT IS 2:00:00 P.M CENTRAL TIME ZONE.

**Buyer:** Audette, Tiffany

**Status:** Open

**Event Type:** REQUEST FOR BID

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 2

**Preview date:**

**Q & A open date** February 26, 2019 10:30:00 AM CST

**Open date:** February 26, 2019 10:30:00 AM CST

**Q & A close date** March 13, 2019 10:00:00 AM CDT

**Close date:** March 20, 2019 2:00:00 PM CDT

**Dispute close date:**

## Contacts

Name	Phone Number	Email Address
TIFFANY AUDETTE	6512668908	TIFFANY.AUDETTE@CI.STPAUL.MN.US

## Meetings

Meeting	Description	Location	Meeting Date	Required
Non-Mandatory Pre-Bid Meeting	A Non-Mandatory Pre-bid meeting will be held at Saint Paul City Hall. Contractors will be required to go through security to access City Hall and should avoid	HREEO-PROCUREMENT OFFICE	03/12/2019 09:00:00 AM	No

## Event # 736: RFB-PARKS-MIDWAY PEACE PARK

Meeting	Description	Location	Meeting Date	Required
	carrying sharp objects or metal items. Allow ample time for parking.			

### Questions

#### Question

Provide the name, address, phone number and email for three business references.

The supplier has reviewed the insurance requirements for this event and understands that they must meet the insurance requirements upon award.

Does the supplier have or will the supplier be able to obtain upon award the proper insurance as defined in the terms and conditions?

Please attach a Certificate of Insurance in the types and amounts required by the solicitation.

ADDENDA. Enter the Number of Addenda issued under this Bid, Proposal or Quote. You MUST answer this question in order for your response to be accepted and evaluated.

Are any Officers of your business related to anyone who currently works for the City of Saint Paul? Please select yes or no. If yes, please provide their name(s) below.

I certify that I am an Authorized Representative of the organization submitting this quote, proposal or bid and I have actual authority to make this binding quote, proposal or bid on behalf of the organization.

I understand that, pursuant to Chapter 84 of the City of St. Paul Code of Ordinances, the Vendor Outreach Program applies to this bid, and under the Vendor Outreach Program, the City requires submission of the Vendor Outreach Program Questionnaire in order for the bid to be responsive. I further understand that I will have up until the time of award, or 10 days after bid opening, whichever occurs first, to complete and submit my Vendor Outreach Program Questionnaire. Failure to submit this form will result in my bid being treated as nonresponsive.

RESPONSIBLE CONTRACTOR REQUIREMENT FOR CONSTRUCTION ESTIMATED TO EXCEED \$50,000: Pursuant to Minn. Statutes Sec. 16C.285, Subd. 5, a prime contractor shall include a verification of compliance (under Subd. 4) which lists all of the first-tier subcontractors it intends to retain for work on the project.

ATTACH RESPONSIBLE CONTRACTOR FORM HERE

I UNDERSTAND THE RESPONSIBLE CONTRACTOR REQUIREMENT AND HAVE ATTACHED THE COMPLETED FORM HERE

IMPORTANT: Did you fill in the quantity and unit price on the event Response? ATTACH THE BID FORM HERE

I understand, that pursuant to City of Saint Paul resolution 16-171 all plant material and trees for this project shall be from nurseries that do not use neonicotinoids, or other pesticides proven to be harmful to pollinators. The use of neonicotinoid insecticides, and other pesticides proven to be harmful to pollinators, will not be permitted on city grounds.

I understand that, and will comply with the Project Labor Agreement Requirement as detailed in the specifications applies to this bid.

I understand that, and will comply with the American Made Steel Requirements as detailed in the specifications applies to this bid.

### Terms and Conditions

## Event # 736: RFB-PARKS-MIDWAY PEACE PARK

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THIS AGREEMENT, made and entered into on the effective date above by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and the above named Contractor, hereinafter referred to as "Contractor." A Contractor is a party to a contract; and who contracts to do the work for another.

The City and Contractor, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Contractor agrees to provide the services comprised of tasks, deliverables, and time lines described in this Agreement.

### Section 1. Time For Completion.

The services rendered by Contractor shall be commenced upon execution of the Agreement and notification by the City to proceed and will be completed in accordance with the schedule mutually agreed upon with the City which follows, but no later than the expiration above.

In the event that there are delays caused by actions of the City or which may be reasonably requested by the Contractor which can change the completion date, Contractor shall request an extension of time for completion of the project. The Project Manager will review the request and may grant to the Contractor such extensions of contract time as may be reasonable.

### Section 2. Project Management.

The City requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City.

The City has designated the individual on Page 1, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

### Section 3. Billings and Payment.

The amounts herein shall fully compensate Contractor for all work and associated costs. The City will honor no claim for services and/or costs provided by the Contractor not specifically provided for in this Agreement. Total costs for the project shall not exceed the amount referenced herein.

Contractor shall submit an itemized invoice monthly or after services are complete. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to Contractor within thirty five (35) days.

### Section 4. City Responsibilities.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources needed by Contractor to complete the work described herein.

### Section 5. Amendment or Changes to Agreement.

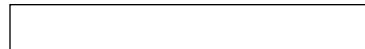
A. City or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

### Section 6. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed to





## Event # 736: RFB-PARKS-MIDWAY PEACE PARK

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the individuals and addresses listed above.

### Section 7. Survival of Obligations.

A. The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

### Section 8. Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

### Section 9. Commencement of Work.

Contractor shall not perform any work pursuant to this Agreement without the specific prior agreement of the designated representative of the City of Saint Paul. No claim for services or products provided by the Contractor not specifically provided for in this Agreement, or not specifically agreed to in advance will be honored by Saint Paul.

### Section 10. Invoicing and Payment.

Contractor shall submit invoices to the City department making the purchase clearly itemizing all goods and/or services provided. The City of Saint Paul will make payment in accordance with Chapter 471.425. Such payment may be made using a pay voucher, purchase order, or authorized procurement card, or department shall notify Contractor of any problems, omissions, or defects in the goods and/or services received.

### Section 11. Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work product” shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Contractor’s services under this Agreement.

“Supporting documentation” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

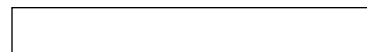
“Business records” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Contractor and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that directly result from the Contractor’s services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor shall retain the right to all its software, intellectual property and templates that are not a project specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects.

C. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, shall be delivered to the City by Contractor by the termination date and there shall be no further obligation of the City to Contractor except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Contractor agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from



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the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practices Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat. §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

### Section 12. Human Rights/Affirmative Action/Equal Economic Opportunity.

Contractors must comply with the City of Saint Paul's Human Rights Department's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-17 of the Saint Paul Administrative Code governing racial harassment. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

### Section 13. Affirmative Action Contract Specifications.

Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 registration fee (City of Saint Paul Administrative Code Ordinance 86.06 and City of Saint Paul Legislative Code Ordinance 183.04).

### Section 14. Compliance With Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Contract. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required.

### Section 15. Conflict of Interest.

Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The contractor also affirms that to the best of the Contractor's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this contract.

### Section 16. Hold Harmless.

The Contractor shall defend and indemnify the City of Saint Paul, its officers, agents, and employees from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any negligent act or omission by the contractor or any person employed by Contractor in carrying out the terms of this Contract.

### Section 17. Assignment.

The City and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Contract; and neither the City nor the Contractor will assign or transfer their interest in this Contract without the written consent of the other.

### Section 18. Termination.

This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates early for cause.

A. With Cause. The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Contractor, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective, if the breach has not been cured. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.



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B. In the event of termination, the City will pay Contractor for all services and/or products, actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the City Rendering final payment for service.

### Section 19. Alterations.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Contract shall be valid only when reduced to writing and duly signed by the Contractor and the City.

### Section 20. Interpretation of Agreement, Venue.

This Contract shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

### Section 21. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement shall be construed so as to find the Contractor an employee of the City, and Contractor shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

### Section 22. Waiver.

The waiver by the City of any breach under the terms of this Agreement or the foregoing by the City of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the City provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

### Section 23. Setoff.

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the city for damages sustained by the City by virtue of any breach of the contract by the Contractor. The City may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

### Section 24. Additions.

During the contract period, the City reserves the right to request pricing for and add to the contract a limited number of like items to accommodate the need for any items that may have been inadvertently omitted from the lists included in this request document.

### Section 25. Force Majeure.

Neither the City nor the Contractor shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive.

### Section 26. Entire Agreement.

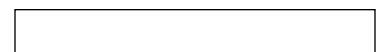
The specifications and other solicitation materials associated with this Contract and these General Terms and Conditions shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

### Section 27. Subcontractor Payment.

Prime contractors are required to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.

### Section 28. Labor Requirements.

A. When contract is completed, Form ICI34 must be obtained from Minnesota Department of Revenue, signed and attached to Contractor's invoice before final payment can be issued.



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B. All Contractors and subcontractor shall conform to the labor laws of the State of Minnesota and all other laws, ordinances and legal requirements affecting the work in the City of Saint Paul.

C. All projects in the amount of \$25,000 or more hereinafter entered into for the purpose of performing any work for the City of Saint Paul involving either new construction work or repair work on any roads, bridges, sewers, streets, alleys, parks, parkways, building or any other public works involving the improvement of public or private property, including the removal of public nuisances, shall be made upon the basis that the wages paid to the occupational groups utilized in such works shall be not less than the rate of wages and benefits certified and published as prevailing by the Minnesota Department of Labor and Industry.

D. For all projects meeting the above criteria, contractors and subcontractors shall be required to submit certified payroll information on a weekly basis via the online Contract Compliance System. In addition, all contractors and subcontractors shall be required to respond to any instruction or request for information by any noted response or due date.

### Section 29. Payment and Performance Bonds

The Contractor shall furnish both a performance and a payment bond for any contract for public work over \$175,000 in an amount equal to one hundred percent (100%) of the Contract amount. These bonds shall indemnify the City for loss sustained by the City on account of or by reason of the acts of the Contractor or the acts of anyone directly or indirectly employed by the Contractor in the prosecution of the work. Each bond shall include the names and address of the Contractor and the Surety.

### Section 30. Insurance.

A. Contractor shall be required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

#### 1. General or Business Liability Insurance

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

#### 2. Automobile Insurance-(When Commercial vehicles are used in connection with a contract)

a. Bodily Injury \$750,000 per person \$1,000,000 per accident

b. Property Damage not less than \$50,000 per accident Coverage shall include: hired, non-owned and owned auto

3. Automobile Insurance - When Personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities. Contractor must provide City with Endorsements from insurance company.

a. Bodily Injury \$30,000 per person \$60,000 per accident

b. Property Damage \$20,000 per accident

4. Automobile Insurance - When Rental vehicles are used in connection with a contract, the Contractor shall either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

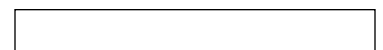
#### 5. Worker's Compensation and Employer's Liability

a. Worker's Compensation per Minnesota Statutes

b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

6. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.



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a. \$1,000,000 per occurrence

b. \$2,000,000 aggregate

### 7. General Insurance Requirements

a. All policies shall be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.

b. The Contractor may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.

c. The City reserves the right to review Contractor's insurance policies at any time to verify that City requirements have been met.

d. Nothing shall preclude the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

## Attachments

### Attachment

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READ FIRST INSTRUCTIONS - TERMS.pdf

Supplier Portal - How to Register on Supplier Portal 1-3-19.pdf

HOW TO RESPOND TO AN EVENT.pdf

VOP bid spec\_CAS\_rvd\_2018-05-03.pdf

AAEEO Specification 2019-01-09.pdf

RESPONSIBLE CONTRACTOR FORM.pdf

PLA REQUIREMENT.pdf

EVENT #736 PREVAILING WAGE SPECIFICATIONS.pdf

EVENT #736 SPECIFICATIONS.pdf

EVENT #736 PLANS.pdf

#736 BID FORM.xlsx

EVENT #736 ADDENDA #1.pdf

## Line Details

## Line 1: TOTAL BASE BID

**Description:** Include all materials, labor, equipment and incidentals necessary, for the MIDWAY PEACE PARK project, all in accordance with the provided specifications and drawings. From Excel Bid Form, Line No. 22.

**Item:** TOTAL BASE BID    TOTAL BASE BID

**Commodity Code:** 913    CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR

**Quantity:** 1.0000

**Unit Of Measure:** 8P

**Require Response:** Yes

**Price Breaks** No  
**Allowed:**

**Allow Alternate** No  
**Responses:**

**Add On Charges** No  
**Allowed:**

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# Midway Peace Park Improvements

EVENT #736 BID FORM

CITY PROJECT #: L18-13-06

**THIS MUST BE FILLED OUT IN EXCEL & ATTACHED TO THE VENDOR'S BID RESPONSE  
NO HANDWRITTEN PRICES WILL BE ACCEPTED**

LINE No.	ITEM	UNIT	AMOUNT
	<b>GENERAL</b>		
1	Permitting	LUMP SUM	
2	Material Testing	LUMP SUM	
3	Temporary Signage, Fencing, and Security	LUMP SUM	
4	Mobilization	LUMP SUM	
5	Construction Staking	LUMP SUM	
6	Traffic Control	LUMP SUM	
	<b>DEMOLITION AND REMOVALS</b>		
7	Includes all items marked for demolition & removal, as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	
	<b>EARTHWORK &amp; EROSION CONTROL</b>		
8	Includes all work related to earthwork and erosion control, as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	
	<b>PARKING LOT RENOVATION</b>		
9	Includes all work related to the parking lot renovation, as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	
	<b>PAVEMENTS AND WALLS</b>		
10	Includes all work related to pavements and walls, not including the parking lot paving as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	
	<b>STORM SEWER</b>		
11	Includes all work related to storm sewer inlets, outlets, and piping, as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	
	<b>WATER SERVICES</b>		
12	Includes all work related to providing water service, from an existing municipal supply to water fountain, NOT including potential irrigation supply required in Bid Alternates	LUMP SUM	
	<b>UPPER BRIDGE</b>		
13	Includes all work related to bridge assembly including footings, metal fabrication, railings, and wood framing & decking, as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	
	<b>FENCING, GUARDRAILS &amp; RAILINGS</b>		
14	Includes all work described in the bid documents, (including basketball court perimeter fencing) with the exception of Bid Alternates	LUMP SUM	
	<b>SITE FURNISHINGS</b>		
15	Includes purchasing, delivery, assembly, and installation of all site furnishings as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	
	<b>STORMWATER DEMONSTRATION SYSTEM</b>		
16	Includes all work related to the stormwater demonstration channel and system, as described in the bid documents, with the exception of Bid Alternates.	LUMP SUM	
	<b>BASKETBALL COURT</b>		
17	Includes all work relating to construction of the basketball court (NOT including the basketball goals or perimeter fencing), as described in the bid documents, with the exception of Bid Alternates	LUMP SUM	

	<b>PLAYGROUND</b>		
18	Includes all work related to the concrete playground edger, concrete paving under the pour-in-place rubber surfacing, and perimeter daintile. Bid item does NOT include purchase or installation of play equipment, concrete footings, rubberized surfacing, geotextile fabric, or wood fiber mulch.	LUMP SUM	
	<b>SIGNAGE</b>		
19	Includes all signage and footings, as described in the bid documents, with the exception of additional signage requested in the Bid Alternates.	LUMP SUM	
	<b>ELECTRICAL</b>		
20	Includes all electrical work as described in the bid documents, including service connections and exterior lighting fixtures, with the exception of Bid Alternates	LUMP SUM	
	<b>LANDSCAPING</b>		
21	Includes all landscaping work, as described in the bid documents, including plantings, edging, mulching, seeding, and sodding with the exception of Bid Alternates	LUMP SUM	
22	<b>TOTAL BASE BID</b> (Includes all work described in the bid documents with the exception of Bid Alternates)		\$ -
<b>BID ALTERNATES</b>			
23	<b>Alternate Bid A:</b> Add ABS Form Liner Texture to Walls and Ramps	LUMP SUM	
24	<b>Alternate Bid B:</b> Add Raised Performance Stage including Ramp, Handrail and Steps	LUMP SUM	
25	<b>Alternate Bid C:</b> Additional Spectator Seat Wall	LUMP SUM	
26	<b>Alternate Bid D:</b> Handrail and Guardrail Material Change	LUMP SUM	
27	<b>Alternate Bid E:</b> Add Integral Handrail Lighting	LUMP SUM	
28	<b>Alternate Bid F:</b> Base Level Irrigation System	LUMP SUM	
29	<b>Alternate Bid G:</b> Expanded Irrigation System	LUMP SUM	
30	<b>Alternate Bid H:</b> Chainlink Fencing Upgrade Adding PVC Coating & Two Gates	LUMP SUM	
31	<b>Alternate Bid I:</b> Increased Concrete Pavement Thickness	LUMP SUM	
32	<b>Alternate Bid J:</b> Pavement Type B Upgrade	LUMP SUM	
33	<b>Alternate Bid K:</b> Pavement Type C Upgrade	LUMP SUM	
34	<b>Alternate Bid L:</b> Add Stormwater Recirculation Pump, Cistern, and Controls	LUMP SUM	
35	<b>Alternate Bid M:</b> Add Additional Length to Upper End of Stormwater Demonstration System	LUMP SUM	
36	<b>Alternate Bid N:</b> Add Additional Length to Lower End of Stormwater Demonstration System	LUMP SUM	
37	<b>Alternate Bid O:</b> Add Tree Grates in Plaza Spaces	LUMP SUM	
38	<b>Alternate Bid P:</b> Add Bike Fix-It Station	LUMP SUM	
39	<b>Alternate Bid Q:</b> Additional Park Signage	LUMP SUM	
40	<b>Alternate Bid R:</b> Add Wayfinding Sign with Blades and Footing	LUMP SUM	
41	<b>Alternate Bid S:</b> Add Extra Curb Cut Into Existing Parking Lot	LUMP SUM	
42	<b>Alternate Bid T:</b> Add Seat Walls in Main Plaza	LUMP SUM	
43	<b>Alternate Bid U:</b> All New Ornamental Fencing	LUMP SUM	
44	<b>Alternate Bid V:</b> Add Two Ornamental Benches with Concrete Pads	LUMP SUM	
45	<b>Alternate Bid W:</b> Add Two Ornamental Picnic Tables	LUMP SUM	
46	<b>Alternate Bid X:</b> Add One Charcoal Grill with Concrete Pad	LUMP SUM	