

CITY OF SAINT PAUL
DEPARTMENT OF
PARKS AND RECREATION

SPECIFICATIONS

2026 CITYWIDE SIGNS CITY OF SAINT PAUL, MINNESOTA

BID EVENT #XX

PROJECT NO. 26-00-16



SAINT PAUL
MINNESOTA

AA-ADA-EEO Employ

DIVISION 00 CONDITIONS OF CONTRACT

SECTION 00 01 01 PROJECT TITLE PAGE

PROJECT MANUAL FOR:

2026 CITYWIDE SIGNS
SAINT PAUL, MINNESOTA

PREPARED FOR:

THE DEPARTMENT OF PARKS AND RECREATION
400 CITY HALL ANNEX
25 WEST FOURTH STREET
SAINT PAUL, MINNESOTA 55102

PREPARED BY:

DEPARTMENT OF PARKS AND RECREATION
DESIGN & CONSTRUCTION DIVISION
400 CITY HALL ANNEX
25 WEST FOURTH STREET
SAINT PAUL, MINNESOTA 55102

PROJECT NO. 26-00-16

DATE: October 2, 2026

PROJECT INFORMATION:

Project Manager: Greta Mundt

Office of Procurement:

All questions to be made via supplier portal at www.stpaulbids.com

Oral questions related to the project outside the Pre-Bid Conference are prohibited and may be grounds for rejection of the bid. City personnel, elected officials, and agents, including but not limited to partners or consultants are not authorized to discuss this Project or Request for Bids with interested bidders outside of the Pre-Bid Conference.

All Bidders will have access to all questions and answers submitted in writing which will be public information and released in an addendum on www.stpaulbids.com

END OF SECTION

SECTION 00 01 05 CERTIFICATIONS PAGE

Landscape Architectural

I hereby certify that the applicable divisions of this Project Manual were prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Brett Hussong

A handwritten signature in black ink, appearing to read "B. Hussong", with a long horizontal stroke extending to the right.

Reg. No. 51890 **Date:** September 28, 2026

END OF SECTION

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NOTE: It is the Contractor's responsibility to verify that every item named in this index is included in the body of the specification unless it has been noted as intentionally omitted.

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NOTE: It is the Contractor's responsibility to verify the inclusion of all drawings listed herein.

END OF SECTION

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS**PART 1 - GENERAL****1.01 PROJECT PLANS AND SPECIFICATIONS**

- A. Project Plans and Specifications may be downloaded at no charge at the City of Saint Paul's Supplier Portal www.stpaulbids.com. All suppliers must register at www.stpaulbids.com and submit their bid responses electronically via the Supplier Portal. Attention is called to the following bidding requirements:

1.02 BID FORMS

- A. All bids must be submitted on the "Request for Bid" Excel Spreadsheet attached to the solicitation. This spreadsheet must be filled out in Excel and handwritten bid spreadsheets will not be accepted. The Request for Bid Excel Spreadsheet shall be subject to all requirements of the Specifications, including the Drawings and these Instructions to Bidders. All applicable spaces on the form must be filled in.
- B. If required, Statement of Bidder Qualifications must be completed on the form provided and attached electronically to the supplier's bid response.

1.03 ADDENDA

- A. All clarifications will be in writing or in the form of Addenda and all bidders are bound by such Addenda, whether or not received. No Addenda will be issued later than seven (7) calendar days prior to the date of bid opening.

1.04 SUBSTITUTIONS

- A. The use of approved manufacturer, brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, or performance equivalence of the commodity desired, and the commodity on which bids are submitted must be of such character, quality, or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.
- B. All substitution requests must be submitted through the QA section on the supplier portal and must include the name of the material or equipment and manufacturer for which it is to be substituted. A complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation must be emailed to the buyer Queenie.Tran@ci.stpaul.mn.us before the end of the question period. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, must be included. The burden of proof of the merit of the proposed substitution is upon the proposer. Requests will be accepted or denied by addenda.

- C. Bidder is required to notify City of any proposed deviations from the specifications or the response will be construed to mean that the bidder proposes to furnish the exact commodity or manufacturer as described.

1.05 CONTRACT AWARD/STATEMENT OF BIDDER'S QUALIFICATIONS

- A. The contract will be awarded to the lowest responsible base bidder meeting the specified project requirements. Before a bid is considered for award, the bidder may be required to submit documentation in addition to the Responsible Contractor form to substantiate that it is a responsible bidder capable of performing the specified work, including references, experience and capabilities in performing comparable work, and financial resources.
- B. The City will be the sole judge of the contractors' and subcontractors' capabilities in this regard. The City reserves the right to accept/reject any or all bids or portions thereof, and further, reserves the right to accept/reject any or all subcontractors if they are determined non-responsible.
- C. The submitted bid is bidder's offer to perform or supply the subject matter under "Description" on the "Request for Bid" form. The lowest responsible bidder meeting the specified project requirements will be notified by the Human Rights and Equal Economic Opportunity Department, Purchasing Division and must furnish the applicable Performance and Payment Bonds, Certificates of Insurance, and Human Rights Compliance documents as stated in the specifications or terms and conditions before an order will be issued to commence work. The Bid, the Contract, and the Plans and Specifications, including all addenda, will constitute the contract.
- D. All bidders and sub-bidders are cautioned to familiarize themselves with the contents of alternates, revisions, addenda, Request for Bid, Vendor Outreach Program requirements, Labor Standards requirements, Affirmative Action/Equal Employment Opportunity requirements, the General Conditions, the Technical Provisions, the Plans, and the conditions existing at the site and work scope of other Contractors.
- E. Should the bidder find discrepancies between the drawings and the specifications, or omissions from the drawings or other contract documents, or should there be doubt as to the intent, the bidder should at once notify the Buyer, who may, if necessary, issue clarifications to all bidders. The lack of understanding as to intent, amount of work involved, or lack of knowledge of the conditions pertaining to the work will not relieve the Contractor from performing all the work required to the complete satisfaction of the City.
- F. The Contractor or Contractor's representatives must attend the Preconstruction Conference. Subcontractors shall attend at the discretion of the Contractor, or, if requested by the City, a Preconstruction Conference with representatives of the City. The Conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operations are to proceed, and will inform the Contractors(s), in detail, of the obligations imposed on the

Contractor and subcontractors concerning Equal Employment Opportunity and Labor provisions. The date, time, and place of the conference will be furnished to the Contractor by the City.

1.06 PUBLIC BID OPENINGS/PUBLIC INFORMATION MINN. STAT. § 13.591, SUBD. 3.

- A. This bid will be opened at the time and place indicated on the bid form. Data submitted by a bidder are private or nonpublic until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount, including any discounts for early pay, specified in the response, are read and become public. A tabulation of the public information will be available within 48 hours, unless the bid is part of a complex project which requires additional time to tabulate results.
- B. Bid tabulations will be available at www.stpaulbids.com.
- C. All other data in a bidder's response to a bid are private or nonpublic data until completion of the selection process. "Completion of the selection process" means that the City has completed its evaluation and has ranked the responses. After the City has completed the selection process, all remaining data submitted by all bidders are public, with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid.
- D. If all responses to a request for bids are rejected prior to completion of the selection process, all data, other than that made public at the bid opening, remains private or non-public until a re-solicitation of bids results in completion of the selection process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the selection process, the data remain public. If a re-solicitation of bids does not occur within one year of the bid opening date, the remaining data become public.

1.07 AMERICAN-MADE STEEL

- A. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable.
- B. The contractor shall furnish the City with documentation of the source of the steel.

1.08 TARIFFS

- A. Supplier Transparency and Shared Tariff Risk
 - 1. To promote pricing fairness and ensure accountability, bidders must provide a detailed explanation of how tariffs will impact their proposed pricing. Proposals must include:
 - a. Material Origin Disclosure: Identify the country of origin for all major construction materials (e.g., steel, aluminum, lumber, mechanical

equipment) and indicate whether those materials are sourced from countries subject to current U.S. tariffs (including China, Mexico, or Canada).

b. **PASS/FAIL –must be included with submission of bid**

2. Tariff Impact Statement: Provide a written explanation of how tariffs are expected to affect pricing, including:
 - a. The estimated portion of the total bid price attributable to tariff-impacted materials.
 - b. The percentage of tariff-related costs the contractor is willing to absorb.
 - c. Any supplier-provided price protection, pre-purchased inventory, or risk-sharing arrangements in place.
 - d. **PASS/FAIL – must be included with submission of bid**
3. Supporting Documentation: Upon request, contractors must provide:
 - a. Supplier invoices (before and after tariff implementation).
 - b. Written supplier notifications detailing tariff-related cost changes.
 - c. Industry reports or freight/commodity index data substantiating the claimed cost increases.
4. The City reserves the right to reject unsupported price increases, proposals, or subsequent contract amendments and change orders that do not demonstrate reasonable cost mitigation and risk-sharing efforts. **YES/NO acknowledgment of statement**

B. Price Stability Tied to Industry Indexes

1. To ensure fair and transparent pricing throughout the contract period:
 - a. Index-Based Adjustments: Any proposed pricing adjustments must be tied to a recognized industry index (e.g., Producer Price Index, MetalMiner Construction Index, or similar) relevant to the materials in question.
 - b. Documentation Required for Adjustments: Requests for pricing increases due to tariff impacts must include:
 - i. Evidence of material cost escalation from an independent index.
 - ii. Documentation from upstream suppliers showing direct tariff-related increases.
 - c. No Guaranteed Price Lock: The City does not require fixed pricing for a defined term. However, adjustments will only be considered if they are clearly justified, documented, and negotiated in accordance with contract amendment procedures.
 - d. **YES/NO ACKNOWLEDGMENT**

PRODUCTS - Not Applicable to this section.

PART 2 - EXECUTION - Not Applicable to this section.

END OF SECTION

SECTION 00 40 00 PROCUREMENT FORMS AND SUPPLEMENTS**PART 1 - GENERAL****1.01 SUMMARY**

- A. The Contractor shall reference the solicitation attachments for the following items:
 - 1. Excel Spreadsheet Bid Form
 - 2. Affirmative Action / Equal Employment Opportunity Requirements (Section 183.04 Saint Paul Legislative Code)
 - 3. All bidders are responsible for compliance with Section 183.04 of the City Legislative Code (Affirmative action requirements in employment) for themselves and each of the subcontractors who will be providing services or material to this project.
 - 4. Vendor Outreach Program (Chapter 84 of Saint Paul Administrative Code)
 - 5. Responsible Contractor Form

- B. The Contractor shall be familiar with the above items and any required forms and will be responsible for the accuracy of information to be included as required by the City of Saint Paul, Minnesota.

PART 2 - PRODUCTS - Not Applicable to this section

PART 3 - EXECUTION - Not Applicable to this section

END OF SECTION

SECTION 00 60 00 PROJECT FORMS**PART 1 - GENERAL****1.01 SUMMARY**

- A. The forms listed in this section must be executed and submitted in accordance with the referenced sections and paragraphs of the General and Special Conditions. All submittals are to be made to the office of the Landscape Architect for review and transmittal.

1.02 APPLICATION FOR PAYMENT

- A. Contract Payment Form (III-26) and City of Saint Paul's Continuation Sheet (III-27) are to be used by the Contractor to request progress payments and final payment for the work. City to provide Certification for Contract Payment form and Continuation Sheet to contractor.

1.03 CERTIFICATE OF SUBSTANTIAL COMPLETION

- A. Reference Section 01 77 00 - Closeout Procedures.

1.04 STATE AFFIDAVIT OF WITHHOLDING

- A. State Form IC 134 to be executed by the Contractor and subcontractors with Final Payment (payment before retainage) and prior to Retainage Payment. Reference Section 00 72 00

PART 2 - PRODUCTS - Not Applicable to this section

PART 3 - EXECUTION - Not Applicable to this section

END OF SECTION

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THE CITY OF SAINT PAUL**

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GC-1 DEFINITIONS. The following terms when used in this document have the meanings set forth:

- 1.1. "Owner" means the City of Saint Paul, and any department, agency, or board thereof under whose jurisdiction the Project falls.
- 1.2. "Project Manager / Landscape Architect" means the person named on the title page who is responsible for construction and contract management for this Project.
- 1.3. "Contract" or "agreement" means the agreement, regardless of form, legally executed by and between the City of Saint Paul and the Contractor.
- 1.4. "Contractor" means the person or legal entity named as such in the contract agreement.
- 1.5. "Final Acceptance" means written confirmation from the Owner that the entire work, in the opinion of the Landscape Architect and the Inspector, is totally complete in accordance with the Contract Documents, except work expressly set apart in the Contract Documents as work to be done after final acceptance. Determination of final acceptance will be made after the final review.
- 1.6. "Inspector" means the individual authorized to examine and approve work and may be a city, county, state, or federal employee or a private consultant.
- 1.7. "Subcontractor" means any person, partnership, corporation, association, or other legal entity having contractual obligations with the Contractor for the work Contractor is obligated to perform on the Project and specifically includes all material suppliers furnishing material worked to a special design as required by the contract documents for the work.
- 1.8. "Substantially Complete" means the stage of completion of the work when, in the opinion of the Landscape Architect and the Inspector, the construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can safely occupy and utilize the work for its intended purpose in convenient and uninterrupted fashion. Determination of substantial completion will be made at the project review; see Section 01 77 00, CLOSEOUT PROCEDURES.
- 1.9. "Work" includes materials or labor or any combination thereof and all things and actions necessary to complete the contract.

GC-2 CONTRACT DOCUMENTS

- 2.1. The Contract Documents consist of the Bid, the Contract, the Conditions of Contract (General, Supplementary, Project, etc.), the Drawings, the Specifications, all Addenda issued prior to Contract award and all Amendments subsequently executed. Change orders are not valid unless they are

memorialized as a contract amendment. A written interpretation of a contract clause, issued by the Project Manager, will be binding on the Contractor unless the Contractor requests legal review.

- 2.2. Anything called for or required by one of the Contract Documents and not called for or required by the other will be binding, as if read into and specifically referred to in all Contract Documents. The intent of the Contract Documents is to include labor, material, equipment and services necessary for or reasonably incidental to the proper execution of the work contemplated and specified therein. In case of discrepancies between Contract Documents, the specifications take precedence over the drawings, and the Contract Agreement takes precedence over both the drawings and specifications. Any discrepancies among the Contract Documents must be called to the attention of the Project Manager before Contractor proceeds with the work affected by the discrepancy.

GC-3 DRAWINGS AND SPECIFICATIONS

- 3.1. Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor, free of charge, all digital copies of the drawings and specifications reasonably necessary for the execution of the work.
- 3.2. The Contractor shall maintain at the site for the Owner (1) one record copy of all Drawings, Specifications, Addenda, Change Orders, written interpretations, and Contract Amendments, in good order and marked currently to record all changes made during construction, and all Approved Shop Drawings, Product Data, and Samples. These must be available to the Owner and Project Manager and will be delivered to Project Manager for Owner's use upon completion of the work.
- 3.3. All Drawings, Specifications, Shop Drawings, Product Data, and Samples are the property of the Owner and may not be used for any purpose other than execution of the contract, unless authorized by Owner.

GC-4 SHOP DRAWINGS AND SAMPLES

- 4.1. The Contractor shall produce (or have produced), review, approve and submit, with reasonable promptness and in such quantity and sequence as to cause no delay in the Work or in the Work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- 4.2. By doing so, the Contractor represents that he/she has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that the Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 4.3. The Contractor is responsible for any deviation from the requirements of the Contract Documents regardless of the Project Manager's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically

informed the Project Manager in writing of such deviation at the time of submission and the Project Manager has given written approval to the specific deviation. The Contractor will not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Project Manager's approval thereof.

- 4.4. The Contractor must identify in writing or on resubmitted Shop Drawings, Product Data or Samples revisions other than those requested by the Project Manager.
- 4.5. The Contractor shall not begin any portion of the Work requiring submission of a Shop Drawing, Product Data or Sample until the submittal has been approved by the Project Manager. All such portions of the Work must be in accordance with approved submittals.

GC-5 INSPECTION

- 5.1. The Project Manager, along with inspectors, must be given access to the Work to evaluate the progress and quality to determine if the work is proceeding in accordance with the Contract Documents.
- 5.2. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project require any portion of the Work to be inspected, tested or approved, the Contractor must give the Project Manager notice the Work's readiness to be inspected, tested or approved, allowing the Project Manager reasonable time after such notice of readiness to make the required inspections, tests and otherwise fulfill the Project Manager's obligations hereunder.
- 5.3. Any work requiring inspection or testing which is covered up without approval or consent of the Project Manager must be uncovered for examination and testing on demand by the Project Manager at the sole expense of the Contractor.
- 5.4. When the Project Manager on the basis of site inspection determines that the Work is sufficiently complete in accordance with Contract Documents so that the Owner can occupy and utilize the Work for its intended purpose, the Project Manager will then prepare and issue a Certificate of Substantial Completion which establishes the date of substantial completion, states the responsibilities of the Owner and the Contractor for work remaining, security, maintenance, heat utilities, damage to the Work, and insurance, and fixes the time within which the Contractor must complete the items listed therein. Warranties required by the Contract Documents will commence on the date of substantial completion of the Work unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion must be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Certificate is not valid without written acceptance.

- 5.5. Upon completion of the Work, each Contractor shall notify the Project Manager in writing, including a Final Application for Payment, that the work is ready for final inspection, the Contractor will be notified of final acceptance or of additional or corrective work required before final acceptance.

GC-6 SUPERVISION

- 6.1. The Contractor shall supervise and direct the Work, using professional skill and attention. The Contractor is solely responsible for all construction means, methods, techniques, sequences, procedures and safety measures and for coordinating all portions of the Work under the Contract.
- 6.2. The Contractor shall keep a competent superintendent/project supervisor and any assistants required, on the job site as required to properly supervise the construction activities of the Contractor's crew(s) and subcontractors, such supervisory personnel to be satisfactory to the Project Manager. The superintendent shall represent the Contractor and in the Contractor's absence from the project, all directions and notices given by the superintendent are as binding as if given by the Contractor. The Contractor shall carefully study and compare all drawings, specifications and instructions and shall immediately report to the Project Manager any error, omission or inconsistency the Contractor may discover, before undertaking the execution of that portion or portions of the work thought to contain such error, omission or inconsistency.

GC-7 CONSTRUCTION SURVEYS, LINES AND GRADES

- 7.1. The Contractor shall lay out all lines, elevations, grades, dimensions, existing conditions, etc. necessary for the performance of the work as indicated in the Contract Documents.
- 7.2. Contractor is responsible for correction of any errors to work resulting from Contractor's errors or failure to check and verify dimensions, lines, grades, elevations, existing conditions, etc.

GC-8 CHANGES IN THE WORK

- 8.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. All such changes in the Work must be authorized by Change Order and will be subject to the conditions of the Contract Documents. No claim for any addition to the contract sum will be valid unless so authorized and performed.
- 8.2. The cost or credit to the Owner resulting from a change in the Work must be determined and mutually agreed upon in advance of performance of the changes in work in one or more of the following ways:

- 8.2.1. By unit prices stated in the Contract Documents or subsequently agreed upon. Unit prices shall include an allowance for Contractor's main office expense, overhead, profit and bond.
- 8.2.2. By estimated cost, to which is applied the applicable percentage fee hereinafter provided. Invoices must itemize work self-performed and work of subcontractors which is supervised by Contractor. The estimated cost includes the following components, where applicable:
 - 8.2.2.1. Material costs (indicating identification, quantities and unit prices) including the costs of transportation;
 - 8.2.2.2. Direct labor cost (indicating hours and rates by trades);
 - 8.2.2.3. Increased or decreased insurance and bond premium costs payable by reason of change;
 - 8.2.2.4. Actual rental charges for rented equipment;
 - 8.2.2.5. Payment required to labor organizations under existing labor requirements;
 - 8.2.2.6. A maximum of ten percent (10%) of the total of items 8.2.2.1 through 8.2.2.5 as compensation for all other costs and expenses including administrative overhead, profit and supervision;
 - 8.2.2.7. Work performed by Subcontractors, computed as outlined in 8.2.2.1 through 8.2.2.5;
 - 8.2.2.8. A maximum of five percent (5%) of item 8.2.2.7 applicable only where the work performed by Subcontractors is supervised by Contractor; as compensation for all other costs and expenses including administrative overhead, profit and supervision.
- 8.3. In case of an emergency which threatens serious loss or injury of property or injury to persons and requires immediate action Contractor may without previous instructions from the Project Manager perform Work which the situation reasonably requires. The Contractor shall notify the Project Manager immediately thereafter and any additional compensation claimed by the Contractor will be determined by the Project Manager on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, an allowance for overhead and profit, computed as specified in Paragraph B. The Contractor must keep an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: Cost of materials, including sales tax and cost of delivery; cost of labor, including social security and unemployment insurance, and fringe benefits required by agreement or custom; workers' compensation insurance; bond premiums; rental value of equipment and machinery; and the additional cost of supervision and field office personnel directly attributable to the change.

- 8.4. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Project Manager. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit should be figured on the basis of the new increase, if any, with respect to that change. The allowance for overhead and profit should be computed as specified in Paragraph B.

GC-9 DEDUCTIONS FOR UNCORRECTED WORK

- 9.1. If the Owner, upon consultation with the Project Manager, deems it inexpedient for the Contractor to correct work damaged or not done in accordance with the Contract Documents, the cost of correcting the work will be deducted from the retainage.

GC-10 DELAYS AND EXTENSION OF TIME

- 10.1. If the Contractor is delayed in the completion of the work by changes required in the work due to unforeseen conditions, or unavoidable casualties, or other cause which the Project Manager determines caused the delay, then the time of completion may be extended for such reasonable time as the Project Manager may authorize. All claims for extensions of time must be requested in writing by Contractor, and the only valid extensions will be those granted in writing by the Owner.
- 10.2. Claims for extension of time will be considered valid only under the following conditions:
- 10.2.1. Only those enumerated conditions over which the Contractor(s) has no control will be considered. The burden of proof to substantiate the claim for an extension rests with the Contractor(s), including the cause which was beyond the Contractor's control. Contractor will be deemed to have control over the supply of labor, materials, and subcontractors absent strikes or natural disasters.
 - 10.2.2. In the event of changes in the Work, any consideration for a time extension will be made only at the time of authorizing the changes, and no later than when the Change Order is prepared.
 - 10.2.3. Unusual delay in transportation will not be considered unless it is solely due to factors beyond the control of the Contractor. Extension of time will not be granted for delays in deliveries where the delivery was not properly scheduled nor when orders were not promptly and properly placed.

- 10.2.4. The Contractor must take into consideration the location of the site and the existence of variations from "average" climatic conditions when estimating the time to complete the Project. Requests for time extension because of delay resulting from weather extremes will be considered only if operations necessarily were suspended to a significant degree when they would otherwise have been in progress. In considering the time extension, the weather conditions both before and after the period in which the delay is claimed will be evaluated. Any proposed time extension due to weather must be as approved by Owner and the decision on time allowed will be binding on the Contractor(s).
- 10.2.5. Delays resulting from a labor dispute will not result in a time extension of a longer period than the dispute, plus a reasonable time for mobilization if justified and necessary as approved by the Owner, and may be less depending on what operations were affected.
- 10.2.6. No time extension will be granted because of improper scheduling or for failure to have shop drawings or samples submitted in ample time for review under a reasonable and agreed upon schedule.
- 10.3. Delays by subcontractors or suppliers will not be considered justification for a time extension, except for the same valid reasons enumerated above.
- 10.4. If the Contractor(s) is delayed through no fault of the Owner or Project Manager, the Contractor's sole remedy for the delay will be the right to a time extension for completion of the Contract. This paragraph does not exclude the recovery by the Owner of damages for Contractor caused delay under other provisions of the Contract Documents.

GC-11 PAYMENTS

- 11.1. Before the first Application for Payment, the Contractor shall submit to the Project Manager a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy by the Project Manager, which will be used only as a basis for the Contractor's Applications for Payment.
- 11.2. Upon completion and acceptance of the Work or any part thereof, the Contractor may submit a partial estimate. The estimate must be presented to the Project Manager for approval, and upon Project Manager's approval, will be processed for payment in accordance with the terms set forth in the Contract. If the Contract does not specify terms of payment, payment will be made in accordance with Minn. Stat. §471.425, subd. 2.

- 11.3. An amount equal to five percent (5%) of each estimate will be retained by the City until, in the opinion of the Project Manager and the Owner, the Work is substantially completed, after which time the retained percentage may be reduced to an amount equal to the reasonable cost of minor corrections, adjustments, uncompleted work or unsatisfactory work remaining to be done under the contract. For non-Minnesota contractors the amount to be retained is increased to eight percent (8%).
- 11.4. No payment will be made for material delivered to the site and not incorporated in the work, or for materials stored off-site, except in situations where such payments may be considered by the City for materials which are stored on-site in a secured area and which are unable to be immediately incorporated into the work due to the stage of construction or for materials which have been specifically fabricated for the job. Requests for such payments must be made by the Contractor to the City, in writing and must include documentation of the type, condition and anticipated time of incorporation of the materials. Payments will not relieve the Contractor of the responsibility for the quality, quantity or condition of said materials.
- 11.5. Prime contractors and subcontractors are required to pay any subcontractor or material supplier within ten days of receipt of payment for undisputed services provided by the party requesting payment. A party failing to pay on time will be required to pay interest of 1-½ percent per month on any undisputed amount not paid on time. The minimum monthly interest penalty for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor must pay the actual penalty due to the subcontractor. A subcontractor or material supplier who prevails in a civil action to collect interest penalties from a contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- 11.6. Final payment will be made upon certification of final acceptance of the entire Work, and the acceptance of the final payment by the Contractor constitutes full satisfaction of all claims against the City of Saint Paul arising out of this contract. No certificate issued or payment made to the Contractor, nor partial or entire use of the work by the City of Saint Paul, constitutes acceptance of any work or materials not in accordance with the Contract Documents.

GC-12 RIGHT OF THE CITY TO DO WORK

- 12.1. If the Contractor fails to prosecute the work diligently or fails to perform any of the provisions of the Contract, the Owner may, at any time after three days written notice to the Contractor, without prejudicing any other remedy it might possess, correct the deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor under the Contract.
- 12.2. The City may prohibit Contractor's access to the Work site if the City becomes aware that Contractor has no insurance in place. No Work may be performed

until all required insurance coverage is reinstated and Contractor is responsible for all resulting costs from the delay.

GC-13 PERFORMANCE AND PAYMENT BONDS

- 13.1. On projects over \$175,000 the Contractor must furnish both a performance and a payment bond, the Sureties of which must be acceptable to the City, each in an amount equal to one hundred percent (100%) of the Contract amount. These bonds must indemnify the City for loss sustained by the City due to acts of the Contractor, its agents or employees. Each bond must include the names and address of the Contractor and the Surety.

GC-14 NOTICE TO SURETIES

- 14.1. The final inspection and acceptance of the work shown by the drawings and specifications forming a part of the Contract is not binding upon the City of Saint Paul if it subsequently appears that the Contractor has willfully or fraudulently or through collusion with any representative of the City of Saint Paul supplied inferior materials or quality of work, or has substantially departed from the terms of the Contract. In any such case, the City of Saint Paul has the right notwithstanding such final acceptance and payment, to cause the work to be properly performed and satisfactory materials supplied to the extent deemed necessary by the Project Manager to finish the work in accordance with the drawings and specifications therefore, such work to be done at the sole cost and expense of the Contractor or the sureties, as though such acceptance and final payment had not been made.

GC-15 INSURANCE AND INDEMNIFICATION

- 15.1. General Contractor must carry insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates for General Liability must state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds.
- 15.2. Public Liability Insurance
- 15.2.1. \$ 1,500,000 per occurrence
 - 15.2.2. \$ 2,000,000 aggregate per project
 - 15.2.3. \$ 2,000,000 products/completed operations total limit
 - 15.2.4. \$ 1,500,000 personal injury and advertising
 - 15.2.5. Policy must include an "all services, products, or completed operations" endorsement.
- 15.3. Automobile Insurance
- 15.3.1. Bodily Injury \$ 750,000 per person
 - 15.3.2. \$1,000,000 per accident
 - 15.3.3. Property damage not less than \$50,000 per accident
- 15.4. Workers Compensation and Employer's Liability

- 15.4.1. Worker's Compensation per Minnesota Statute employer's Liability shall have minimum limits of 500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
- 15.4.2. Contractors who do not have insurance must complete the State of Minnesota's Certificate of Compliance form.

15.5. Builder's Risk Insurance

- 15.5.1. In any case where the Contract contemplates the building, construction, remodeling or rehabilitation of any building or structure, the Contractor must procure and maintain Builder's Risk Insurance with the City named as an additional insured in the amounts as follows:
 - 15.5.1.1. New Construction - When the Contract is for the construction or building or any new building or structure, the amount of the insurance must be equal to 100% of the Contract amount.
 - 15.5.1.2. Remodeling or Rehabilitation - When the Contract is for the remodeling or rehabilitation of an existing building or structure, the amount of insurance must be at least twice the Contract amount.

15.6. General Insurance Requirements

- 15.6.1. The policy is to 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 policy includes errors and omissions coverage.
- 15.6.2. No work may be performed until a Certificate of Insurance covering all 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 extensions periods.
- 15.6.3. The City reserves the right to review Contractor's insurance policies at any time, to verify that City requirements have been met.
- 15.6.4. Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of work changes significantly or the risk to the public changes during the project.
- 15.6.5. Satisfaction of policy and aggregate limits can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier, or a different insurance carrier if an endorsement is provided showing underlying coverage.

- 15.6.6. All insurance certificates given to the City must provide that the City be given notice of all changes, cancellations or non-renewal per the policy's terms and conditions.

15.7. Pollution Liability Insurance

- 15.7.1. When the work includes abatement or demolition of hazardous materials the Contractor is required to provide "Contractor's and Engineer's Asbestos and Pollution Liability" coverage either through the Contractor's insurance company or the Contractor's subcontractor's insurance company. The minimum coverage amount of insurance is \$2,000,000 each occurrence.
- 15.7.2. Contractor is required to furnish the City with their or their subcontractor's insurance certificate before a contract is approved.
- 15.7.3. The City reserves the right to ask for a copy of the Contractor's or the subcontractor's "Contractor's and Engineer's Pollution Liability Policy" before approving a contract. The City reserves the right to reject a policy based on deductible amounts. The following language must be on the Contractor's or subcontractor's insurance certificate:
- 15.7.4. If coverage is by the subcontractor's insurer: The City of Saint Paul and the general contractor under contract with the City of Saint Paul, are hereby named as additional insured with a cross suits liability endorsement on the "Contractor's and Engineer's Pollution Liability Policy" for survey and/or abatement of any pollution exposure, including, but not limited to asbestos, lead and mercury."
- 15.7.5. If coverage is by the Contractor's insurer: "The City of Saint Paul is hereby named as additional insured with a cross suits liability endorsement on the "Contractor's and Engineer's Pollution Liability Policy" for survey and/or abatement of any pollution exposure, including, but not limited to asbestos, lead and mercury."
- 15.7.6. The City may prohibit Contractor's access to the Work site if the City becomes aware that Contractor has no insurance in place. No Work may be performed until all required insurance coverage is reinstated and Contractor is responsible for all resulting costs from the delay

15.8. Subcontractor's Insurance

- 15.8.1. In the event any work contemplated by the Contract is sublet, the Contractor is responsible for ensuring that the subcontractors provide insurance in accord with the minimum requirements herein.

15.9. Railroads

- 15.9.1. In cases where the Contract requires that work be done on or near the right-of-way of a railroad and/or that the Contractor

haul materials on a private crossing over the tracks of a railroad, provide such insurance as the railroad company may require.

15.10. Private Property

- 15.10.1. If any part of the Work requires access to or use of private property and the owner of the property demands insurance in addition to that provided above or elsewhere in the Contract, the Contractor shall provide such insurance at its own cost.

15.11. Duty to Defend

- 15.11.1. Where the City is joined as a party defendant in any suit or action arising from or connected with the Work, the Contractor must accept the tender of the defense of any such suit or action at the Contractor's own separate cost and expense, and if the Contractor in any such instance fails or refuses upon due notice and demand to assume the defense of the City therein, the City may supply such defense and seek reimbursement for the City's costs and expenses, including reasonable attorney's fees, in providing such defense.

15.12. Duty to Notify City

- 15.12.1. The Contractor must notify the City in writing immediately by service of notice upon the Office of the City Attorney of the existence of any claims, or possible claims, other than those arising under the Worker's Compensation Act, either because of personal injury or property damage, which arise because of the Contractor's or Subcontractor's operations in the performance of the Contract.

15.13. Duty to Indemnify the City.

- 15.13.1. The Contractor must indemnify the City and its officers, agents and employees from all suits, actions or claims for any injuries or damages received or sustained by any person or property, resulting from any negligent act or omissions, or misconduct of the Contractor, its agents, officers, or employees.

GC-16 RULES AND REGULATIONS

- 16.1. The Contractor shall obtain and pay for all permits required for the Work and shall pay all fees and charges for connections to outside services and for the use of property other than the site of the Work necessary for the storage of materials and other Work, and shall give all notices, comply with all laws, ordinances, rules and regulations bearing on the Work.
- 16.2. The Contractor must comply with all applicable Federal, State and City Requirements

- 16.3. Where the drawings and specifications exceed the minimum requirements of applicable laws, rules and regulations, Contractor must comply with the higher standards of the specifications.

GC-17 USE OF PREMISES AND REMOVAL OF DEBRIS

- 17.1. The Contractor shall confine Work, apparatus, operations, and storage of materials to the limits as indicated by law, ordinance, permits, Contract Documents or directions of the Project Manager and as outlined in the Special Conditions. Contractor shall take every precaution against injuries to persons or damage to material.
- 17.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight which will endanger its safety. Contractor shall take every precaution against injuries to persons or damage to material, and shall enforce all requirements and field instructions as to safety, signs, protective enclosures, barricading, lighting, fires, etc.
- 17.3. The Contractor shall maintain the site in a neat orderly manner and shall cleanup all refuse, rubbish, scraps, excess material and debris as required to so maintain the site.
- 17.4. Upon completion and before final payment, the Contractor shall remove all surplus material, temporary structures, including foundations thereof, and debris of every nature and leave the site in a neat and orderly condition; shall clean all finished surfaces on the interior or exterior of all buildings included in the Contract; and shall wash and polish all glass installed or affected by the work under the Contract, including removal of paint, spatter and other deficiencies.

GC-18 MATERIALS, QUALITY OF WORK, AND UTILITIES

- 18.1. Unless otherwise specified, all materials and equipment incorporated in the Work must be new and of the best quality for the purpose intended. If required, the Contractor shall furnish satisfactory evidence as to the kind and quality of the materials.
- 18.2. All work must be of the highest quality performed by mechanics skilled in their respective trades. The Contractor shall not employ on the Work any unfit persons or anyone not skilled in the work assigned.
- 18.3. Unless otherwise specified, the Contractor shall provide and pay for all labor, materials, equipment, tools, water, light, power, transportation and other facilities required for the execution and completion of the Work.

GC-19 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 19.1. The Owner reserves the right to perform work related to the project with City employees and to award other contracts in connection with portions of the project not part of this Scope of Work.
- 19.2. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate Contractor's Work with others.
- 19.3. If any part of the Contractor's Work depends upon the work of any other separate contractor for proper execution or results, the Contractor shall inspect and promptly report to the Project Manager any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report constitutes an acceptance of the other contractor's work as fit and proper to receive Work, except as defects which may develop in the other separate contractor's work after the execution of the Contractor's Work, and not caused by the Contractor's Work.
- 19.4. Where multiple contracts are in effect, the General Contractor is the prime coordinator of the Work, and the General Contractor's schedule and progress governs the Work of other contractors. The General Contractor shall notify other contractors, within a reasonable time, of phases or items of the Work requiring the incorporation of work by the other contractors. The other contractors shall, after such notification and within a reasonable time, proceed with the furnishing, installation, laying out or incorporation of their work so as not to delay or impede the General Contractor or job progress.
- 19.5. If the Contractor or any subcontractors or employees cause loss or damage to any separate contractor on the Work, the Contractor agrees to settle with such separate contractor by agreement or arbitration, if the separate contractor will so settle. If such separate contractor makes a claim against the City on account of any loss so sustained, the City will notify the Contractor who shall indemnify and save the City harmless against any expense or judgment arising therefrom.

GC-20 ASSIGNMENTS

- 20.1. The Contractor may not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City of Saint Paul and all sureties executing any bonds on behalf of the Contractor in connection with this Contract.

GC-21 PRECEDENCE OF SPECIAL CONDITIONS OVER GENERAL CONDITIONS

- 21.1. In cases of conflict between the General Conditions and Special Conditions, the Special Conditions will take precedence over the General Conditions.

GC-22 GUARANTEE OF WORK

- 22.1. Except as otherwise specified, all Work will be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or quality of work for a period of one year from the date of Substantial Completion.
- 22.2. If repairs or changes are required in connection with guaranteed Work within the guarantee period which, in the opinion of the Project Manager, result from the use of inferior materials, equipment, or quality of work the Contractor shall promptly upon receipt of notice from the Project Manager and without expense to the Owner, correct all defects therein and make good all damage to the building or site, equipment, or contents thereof. If Contractor fails or refuses to correct the defects the Owner may have the defects corrected and the Contractor and Contractor's surety shall be liable for all expense incurred.
- 22.3. All special guarantees applicable to definite parts of the Work stipulated in the specifications or other papers the Contract are subject to the terms of this paragraph during the first year of the life of such special guarantee.

GC-23 USE OF STREET

- 23.1. Where the conduct of the Work requires obstruction, or use of the public street, the Contractor shall secure all necessary permits from the Department of Public Works. The Contractor is responsible for the protection of the public in the vicinity of the Work and nothing in these specifications will be construed to relieve the Contractor of said responsibility. Protective devices must conform to the requirements of the Minnesota Highway Department and/or the Department of Public Works and must be installed as required by the Department of Public Works.

GC-24 HOLIDAY WORK AND FEDERAL REQUIREMENTS

- 24.1. No work will be permitted on Sundays or legal holidays, except in cases of emergency, such as fire, flood or imminent danger to life or property, in which case work will be permitted for the period of the emergency.

GC-25 ANTITRUST

- 25.1. When the contract is for work which the City is receiving aid from the State of Minnesota, Contractor agrees to assign to the State of Minnesota any claims for overcharges as to goods or services provided in connection with this contract resulting from violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

GC-26 AFFIDAVIT OF PAYMENT OF WITHHOLDING OF INCOME TAXES BEFORE FINAL PAYMENT

- 26.1. No state agency or local unit of government can make a final payment to a contractor until the Minnesota Department of Revenue has certified that the contractor and any subcontractor have fulfilled state withholding tax laws. The

contractor and any subcontractors must submit a Contractor Affidavit (IC-134) to the Department to obtain a certificate of compliance.

- 26.2. Form IC-134 is available from the Minnesota Department of Revenue, Saint Paul, Minnesota, 55146; telephone 651-282-9999 or <https://www.revenue.state.mn.us/contractor-affidavit-requirements>.

END OF SECTION

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS**PART 1 - GENERAL****1.01 CONDITIONS OF THE CONTRACT**

- A.** Related items included in other Sections of this specification include project conditions for administrative and work-related requirements defined within applicable Sections of Division 1.
- B.** Refer to all contract documents: Plans, Specifications and the Purchase Order Contract.

1.02 SCOPE OF WORK

- A.** Work to be performed under the Contract must be as shown on the Drawings, defined in the Technical Sections of this Specification and governed by the requirements stipulated in Division 0 and Division I as listed in the Table of Contents and any addenda issued prior to the time of opening of bids. It is the bidder's sole responsibility to verify that the bidder has received all sheets of Drawings and Specifications. No claim for additional compensation will be allowed due to lack of complete information at time of bid
- B.** Equipment or work indicated on Plans to be "by Owner" or "N.I.C." is not to be in bid proposal for construction contract.

1.03 BID AND AWARD OF CONTRACT

- A.** Bids shall be as indicated in the Solicitation documents.
- B.** The City reserves the right to reject any or all bids. Without limiting generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected.
- C.** Except where the City reserves the right to reject any or all bids, the City intends to award a Contract to the lowest responsive and responsible bidder for the Base Bid.

1.04 ADDENDA

- A.** Corrections, interpretations and clarifications involving or providing information which is not already a part of the Bidding Requirements or Contract Documents will be made only by written addenda and supplemental or revised drawings if required
- B.** Corrections, interpretations and clarifications will not be made in any other manner than by addenda and unless they are included in addenda, bidders shall not rely on information provided or received in any other manner. The Owner will not be responsible for, nor honor any claims resulting from or alleged to be the result of, misunderstanding by the Bidder (and subsequently the Contractor), including any subcontractor or supply bidder, or any discussion of the Project conditions prior to

receiving bids. Any item not clarified by addenda is subject to determination by the Landscape Architect in accordance with the provisions of the General Conditions of the Contract or other Contract Documents.

- C. All addenda issued, and the information included therein, will become part of the Contract Documents and must be incorporated in all bids submitted. All bidders, including those submitting subcontractors or supply bids, shall examine all of the addenda and determine the effect of addenda provisions on their bids and their work. Failure of any bidder to receive any such addendum of interpretation shall not relieve the Contractor from any obligation to complete the work in accordance with the Contract Documents if awarded a contract.

1.05 SUBLETTING

- A. The Contractor shall submit the list of all proposed subcontractors and suppliers to the Owner for approval. The Owner shall promptly notify the Contractor in writing if the Owner, after due investigation, has reasonable objection to any subcontractor on the list and does not accept the subcontractor.
- B. The Contractor shall not contract with any subcontractor or any person or organization proposed for portions of the work designated in the Contract Documents who has been rejected by the Owner.
- C. The Contractor shall not make any substitution for any subcontractor or person or organization who has been accepted by the Owner, unless the substitution is acceptable to the Owner.

1.06 COMMENCEMENT AND COMPLETION

- A. The Contractors' receipt of a fully executed City of Saint Paul Contract shall constitute official notification to proceed with the work required, and the date of notification to proceed shall be shown on said contract.
- B. The Contractor must begin work within five (5) working days after official notification to proceed unless otherwise directed by the Landscape Architect.
- C. Contractor must ensure that the Work is regularly, diligently and without interruption at such a rate of progress that it is completed on or before the contract completion date.

1.07 PROGRESS SCHEDULE AND COORDINATION

- A. The Contractor must organize project work so that all trades are coordinated and that all of the work can be completed with the least possible conflict on or before the date specified.
- B. The sequence of work is at the discretion of the Contractor, subject to the approval of the Owner. Work shall be carried on simultaneously at as many points as will, in the

judgment of the Landscape Architect, enable the work to be completed within the prescribed time.

- C. The Contractor shall prepare and submit at the preconstruction conference an estimated progress schedule of the work for the approval of the Owner. The progress schedule must be related to the entire project to the extent required by the Contract Documents. Schedule must be in the form of a graph or similar graphic presentation and include the critical path for completion of work.

1.08 DELAYS AND EXTENSION OF TIME

- A. No extension of time will be given for the completion of the work except for delays authorized by the Landscape Architect. Extension of time will be granted upon a written request from the Contractor to the Landscape Architect. The Owner will designate the length of the extension if the claim for such an extension is valid. The extension will be given in writing to the Contractor by the Owner.
- B. Claims for extension of time will be considered valid only under the conditions enumerated in Article GC-10 of the General Conditions, see Section 00 72 00, General Conditions.
- C. In the event a valid cause for extension of time occurs, the Contractor shall, within ten days from the beginning of such delay, notify the Landscape Architect in writing of the causes of delay, who may, subject to the approval of the Owner, grant such extension of time for completing the work as may be justified.

1.09 LIQUIDATED DAMAGES

- A. From the compensation otherwise to be paid the Contractor, the City will retain the sum of Five Hundred Dollars (\$500.00) for each calendar day the work remains incomplete after the completion date. This is not to be construed in any sense a penalty, and is mutually agreed as a proper measure of liquidated damages which the City will sustain per diem by failure of the Contractor to complete the work at the stipulated time.
- B. The Contractor will not be charged with liquidated damages because of any delays in the completion of the work for which an extension of time is granted by the Owner.

1.10 COOPERATION

- A. The General Contractor and all subcontractors under this contract shall work in harmony and fully cooperate with other contractors so as not to interfere with or delay the progress of the Work as a whole in any way.
- B. No extras will be allowed because of a Contractor's lack of understanding of the work to be done by them or by other contractors.

1.11 COMPLIANCE WITH CODES AND ORDINANCES

- A. The Contractor must comply with all Federal, State and local laws, rules and regulation affecting the Work.
- B. The Contractor must call Gopher State One Call and have all utilities marked prior to starting work.
- C. The Contractor must call the Department of Parks and Recreation Maintenance Office at 651-632-2419 to have utilities under their jurisdiction located prior to starting work.
- D. This shall not be construed as relieving the Contractor from complying with any requirements of the drawings and specifications that exceed code requirements.

1.12 CUTTING AND PATCHING

- A. Each Contractor shall do all cutting, fitting, and patching required for the performance of their work or as indicated on the drawings. All patching and cutting must be done with care so as not to damage or alter any work in place. All patching must match the existing adjacent construction unless noted, to the satisfaction of the Landscape Architect.

1.13 TESTS

- A. Each Contractor shall provide and pay for all tests as specified in the applicable sections of the technical provisions.
- B. Copies of all testing results and certifications issued by the testing laboratory as required must be provided to the Landscape Architect.

1.14 LINES AND ELEVATIONS

- A. Each Contractor shall lay out all lines, elevations, etc. necessary for the performance of their work as indicated on the drawings or in the specifications. Each Contractor shall be responsible for any damage to existing work, Contractor's own work, or the work of others due to errors or failure to check and verify dimensions, grades, etc.

1.15 SCALES, DIMENSIONS, AND LOCATIONS

- A. All scale and dimensions listed or indicated on the drawings are not to be considered as accurate enough for working dimensions. All dimensions must be verified in the field.

1.16 PROTECTION OF WORK

- A. Contractor shall be responsible for protecting and repairing any damages that may occur due to vandalism or other causes until final acceptance. Contractor shall furnish and install all covers, enclosures, or personnel required to protect this work

- B. Contractor and subcontractors who in performing their work damage the work of others shall make good that damage with workers of the appropriate trade, at no cost to the City.

PART 2 - PRODUCTS -Not Applicable to this section.

PART 3 - EXECUTION -Not Applicable to this section.

END OF SECTION

DIVISION 01 GENERAL REQUIREMENTS

The following provisions are supplementary to the General Conditions. Where any conflict occurs between those Sections and these General Requirements, the General Requirements prevail. All other portions of the General Conditions shall remain in effect.

SECTION 01 11 00 SUMMARY OF WORK**PART 1 - GENERAL****1.01 CONDITIONS OF THE CONTRACT**

- A. Include all labor, materials, equipment and services required to perform the work herein described.
- B. Requirements of sections in Division 00 and Division 01 extend and apply to all work and material supplied by Contractor, subcontractors, material suppliers and shall be included as a part of each section of this specification.
- C. Where the term "include" is used under a description of the scope of work in subsequent sections of the specification, it means items of work therein listed which may be a part, but not necessarily the limit, of the work required under that section. Contractor shall examine all Contract Documents to determine full scope of work required.

1.02 CONTRACT PERIOD

- A. Contractor shall complete footings within 30 calendar days from receiving a purchase order. Contractor shall complete assembly and sign installation 30 days after sign fabrication and shipping.
- B. Contractor's attention is directed to the provisions of Section 00 73 00, SUPPLEMENTARY CONDITIONS, concerning progress schedule. The progress schedule for this project must be maintained current throughout the duration of the project.
- C. See also Section 00 73 00, SUPPLEMENTARY CONDITIONS, concerning commencement and completion.

1.03 EXAMINATION OF THE SITE

- A. Contractors, before submitting a proposal for work required under this specification, shall visit the site, make a thorough examination of existing conditions, take all necessary measurements, and thoroughly familiarize themselves with all existing conditions and of all of the limitations pertaining to the work herein contemplated.
- B. No additional compensation will be allowed because of the Contractor's misunderstanding as to the amount of work involved or lack of knowledge of any of the conditions pertaining to the work based on Contractor's failure to make examination of the site.
- C. The submission of a proposal will be considered assurance that the Contractor has visited the site and made a thorough examination of conditions and limitations.

1.04 EXAMINATION OF THE DOCUMENTS

- A. Extent of specification and drawings defining work to be performed under this Project are listed in the Table of Contents and List of Drawing Sheets, respectively, and any addenda subsequently issued amending those sections. It is the bidder's sole responsibility to verify receipt of all sheets of drawings and specifications. No claim for additional compensation will be allowed due to lack of complete information at time of bid.
- B. It is expected that in the event that any of these specifications are not clear or if there are any discrepancies, these will be brought to the attention of the Contract and Analysis Buyer as listed in the Instructions to Bidders at the time that questions are due. Any clarifying answers or decisions in writing will be rendered as an addenda to the contract at least one (1) week prior to bid opening.
- C. Divisions 02 through 33 apply to the various trade divisions, but Contractor and all Subcontractors will be bound to the information and requirements of the complete set of specifications. Mention or indication of extent of work under any work Division or specification Section is done only for the convenience of Contractor and may not be construed as describing all work required under that Division or Section, nor establishing any trade or jurisdictional requirements.

1.05 PERMITS

- A. The Contractor shall be required to apply and pay for all permits required for the work listed herein. Some of these permits include but are not limited to:
 - 1. Department of Safety Inspections (DSI)/City of Saint Paul:
 - a. Building Permit
 - b. Obstruction Permit
 - c. Excavation Permit
 - d. Right-of Way Permit

1.06 SITE RESTRICTIONS AND AVAILABILITY

- A. The Contractor shall confine construction operations to the area within the construction limits shown on the drawing or established by the Landscape Architect.
- B. The site will be available to the Contractor subject to the restrictions above, upon receipt of a fully executed City of Saint Paul Agreement. No work can be performed on the Site without authorization to proceed from the Owner.
- C. Site access will be as shown on the drawings or as agreed upon at the pre-construction conference.

1.07 SCOPE OF WORK

- A. The project shall consist of all work described in the plan sheets and specifications for the construction of signs at various locations throughout the city.

- B. All work specified in the contract documents will be performed under a single contract.

PART 2 - PRODUCTS - Not Applicable to this section.

PART 3 - EXECUTION - Not Applicable to this section.

END OF SECTION

SECTION 01 23 00 ALTERNATES AND UNIT PRICE BIDS**PART 1 - GENERAL****1.01 DEFINITIONS**

- A. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- B. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- C. Unit Price Bid is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in the amount of construction to be completed, or to account for an increase or decrease in the quantity of such construction actually required to complete the work if different from the amount specified or the amount specified as an allowance in the bidding documents.

1.02 COORDINATION

- A. Coordinate related Work and modify or adjust Work as necessary to ensure that Work affected by each accepted Alternate and Unit Price Bid is complete and fully integrated into the project.
- B. Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate and Unit Price Bid. Indicate whether Alternates and Unit Price Bids have been accepted, rejected or deferred for consideration at a later date.

1.03 SCHEDULES

- A. Schedule of Alternate Bids included in this section is a summary description of major construction activities included in the Bid and will not be construed to represent all the requirements; Contractor shall examine all bid documents to understand complete requirements.
- B. Schedule of Unit Price Bids included in this section is a summary description of the product or service described; examine all bid documents to understand complete requirements.

PART 2 - PRODUCTS - Not Applicable to this section.

PART 3 - EXECUTION

3.01 SCHEDULE OF ALTERNATE BIDS

A. None

3.02 SCHEDULE OF UNIT PRICE BIDS

A. None

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS**PART 1 - GENERAL****1.01 PRECONSTRUCTION CONFERENCE**

- A. The Landscape Architect will schedule a Preconstruction Conference prior to commencement of construction. Attendance by Contractor's designated supervisors and project managers as well as major subcontractors will be required. The Landscape Architect, Inspector, and Owner's Maintenance Supervisor will attend.
- B. The agenda for the Preconstruction Conference will include:
 - 1. Equal Employment Opportunity Requirements
 - 2. Wage Rate Requirements/Labor Standards
 - 3. Superintendence
 - 4. Subcontractors and Suppliers
 - 5. Project Progress Schedule
 - 6. Liquidated Damages
 - 7. Progress Meetings
 - 8. Progress Payment Procedures
 - 9. Material Substitution
 - 10. Tests
 - 11. Site Restrictions
 - 12. Barricading, Fencing, and Enclosures
 - 13. Owner's Use of Facilities
 - 14. Safety Measures
 - 15. Accounting Submittals

1.02 CONSTRUCTION PROGRESS MEETINGS

- A. The Landscape Architect will, from time to time, schedule construction progress meetings to assess the progress of the work, evaluate the progress schedule and promote the timely completion of the project. The attendance and cooperation of the Contractor and key Subcontractors will be required. A minimum 24-hour notice will be given for all meetings.
- B. The Contractor may call construction progress meetings as necessary, with a minimum 2-hours' notice to be given to the Landscape Architect or Inspector.

PART 2 - PRODUCTS -Not Applicable to this section.

PART 3 - EXECUTION -Not Applicable to this section.

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES**PART 1 - GENERAL****1.01 SUBMITTALS**

- A. Contractor shall make submissions as scheduled herein, as listed in the Contract Documents, and as may be required by the Landscape Architect. Submittals shall be delivered to the Landscape Architect and the Inspector in a timely manner so that no delays will be caused in the work.
- B. Submittals schedule includes, but is not limited to, the following:
 - 1. Upon contract award:
 - a. Performance Bonds and Payment
 - b. Proof of Insurance
 - c. Affirmative Action Program Registration Forms
 - d. Vendor Outreach Intent to Perform Documentation
 - 2. At preconstruction conference:
 - a. Work to be performed by Contractor
 - b. Work to be sublet and list of proposed Subcontractors
 - c. Progress Schedule
 - d. Schedule of Values
 - e. Schedule of Shop Drawings
 - f. List of Materials and Equipment
 - g. Testing Laboratory
 - h. Construction Permits
 - 3. As work progresses:
 - a. Samples
 - b. Testing Results and Certifications
 - c. Request for Project Review
 - d. Guarantees
 - e. Applications for Partial Payment
 - f. Labor Standards/Affirmative Action Requirements
 - 4. Before final payment:
 - a. "As-Built" Drawings
 - b. Application for Final Payment
 - c. Affidavit of Payment of Income Tax Withholding

1.02 SCHEDULE OF VALUES

- A. After award of contract, Contractor shall prepare and submit three (3) copies of the project cost breakdown at the preconstruction conference as a Schedule of Values on Continuation Sheet (III-27). Organize this Schedule of Values to generally follow the Trade Sections of the Specifications and list by Section number, title and scheduled value in column indicated.
- B. Include the Schedule of Values Continuation Sheet with each Application of Payment, updating with job progress and previous applications. The Schedule of Values

Continuation Sheet shall not be changed except by record of Change Orders when approved

1.03 METHOD OF PAYMENT

- A. Contractor shall report progress and make application of payment on a monthly basis in electronic form through Certification for Contract Payment form (III-26) language.
- B. An amount equal to five percent (5%) for Minnesota contractors (eight (8%) for non-Minnesota contractors) of each estimate must be retained by the City until, in the opinion of the Inspector and the Landscape Architect the work is substantially completed, after which time the retained percentage may be reduced to an amount equal to the reasonable cost of minor corrections, adjustments, uncompleted work or unsatisfactory work yet remaining to be done by the Contractor.
- C. No payment will be made for material delivered to the site and not incorporated in the work, except in situations, where such payments may be considered by the City for materials which are stored in a secured area and which are unable to be immediately incorporated into the work due to the stage of construction, and/or for materials which have been specifically fabricated for the job. Request for such payments shall be made by the Contractor to the City, in writing. Such request shall include documentation of the type, condition and anticipated time of incorporation for such materials. Such payments shall not in any sense relieve the Contractor of responsibility for the quality, quantity, conditions of said materials.
- D. No payment will be made for material stored off-site except in situations where payments may be considered by the City for materials which are stored in a secured area, to be verified by the City and where the Contractor maintains adequate insurance coverage protecting specific materials from loss. Proof of insurance shall be supplied prior to payment for any materials stored off-site.

PART 2 - PRODUCTS - Not Applicable to this section.

PART 3 - EXECUTION - Not Applicable to this section.

END OF SECTION

SECTION 01 33 23 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**PART 1 - GENERAL****1.01 SAMPLES**

- A. The Contractor shall submit to the Landscape Architect samples of materials to be incorporated in the work as required by the contract documents.
 - 1. Samples are exact physical examples a minimum of 18" x 18" furnished by the Contractor to illustrate materials, equipment, or work, and to establish standards by which the work will be judged.
 - 2. Samples of materials to be applied to or used in conjunction with another material must be submitted in the manner in which it is to be used if, in the opinion of the Landscape Architect or the Inspector, such use will affect the characteristics, form or function of either/both materials.
 - 3. Samples must bear clear identification as to manufacturer, product, type, color range, texture, finish, and other identifying data. Samples must be accompanied by a letter of transmittal and manufacturer's brochures, shop drawings, installation instructions, or other supporting information.
 - 4. At the time of submission, the Contractor shall attach written notification of any deviation in the samples from the requirements of the contract documents.
 - 5. Approval of materials submitted will be made solely by the Landscape Architect, and be based upon the material's form, function, design standards, quality, and conformance with plans and specifications.
 - 6. Samples must be submitted in ample time for review and approval, allowing time for resubmission of samples if original submission is rejected.
 - 7. Samples may not be used in the work and will remain in the Landscape Architect's possession until completion of the work unless otherwise specified. The Contractor shall remove samples upon request.

1.02 SHOP DRAWINGS

- A. The Contractor shall review, stamp with his approval, and submit to the Landscape Architect all shop drawings required by the contract documents.
 - 1. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.
 - 2. Shop drawings must be submitted in PDF format of each drawing unless otherwise specified.
 - 3. Shop drawings for standard manufactured items may be in the form of manufacturer's catalog sheets showing illustrated cuts of items to be furnished, scale details, sizes, dimensions, performance characteristics, capacities and other pertinent information. Submit one digital copy in PDF format.
 - 4. Shop drawings must be properly identified as specified or as directed by the Landscape Architect.

5. Shop drawings submitted without the Contractor's stamp of approval will not be reviewed and will be returned to the Contractor for his approval and resubmission.
 6. At the time of submission, the Contractor shall attach written notification of any deviation in the shop drawings from the requirements of the contract documents.
- B. Upon review, the Landscape Architect will obtain prints for records and will return the digital PDF file to the Contractor. Digital PDF files returned "Resubmit" or "Disapproved" should have the original drawing corrected and one (1) new digital PDF file resubmitted to the Landscape Architect.
1. The Landscape Architect's approval of a separate item does not indicate approval of an assembly in which the item functions.
 2. At the time of submission of corrected drawings, the Contractor shall attach written notification of specific items changed from the original submission.
- C. Submission of shop drawings must be done with ample time for review, corrections, and resubmission without causing any delay in any work or in the work of any subcontractor.
- D. The submission of shop drawings represents that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that Contractor has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

PART 2 - PRODUCTS - Not Applicable to this section.

PART 3 - EXECUTION

3.01 INCORPORATION AND EXECUTION

- A. The Contractor assumes all responsibility for submission and correction of all samples and shop drawings, and for scheduling the submissions and corrections of samples and shop drawings so that no delays occur in the work of any trade or any subcontractor as a result of such scheduling.
- B. The Landscape Architect's approval of shop drawings or samples does not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the Landscape Architect in writing of such deviation at the time of submission and the Landscape Architect has given written approval to the specific deviation, nor does the Landscape Architect's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- C. No portion of the work requiring a shop drawing or sample submission may be commenced until the submission has been approved by the Landscape Architect.

- D. The Contractor shall furnish copies of approved shop drawings to subcontractors on request.

END OF SECTION

SECTION 01 45 00 QUALITY CONTROL**PART 1 - GENERAL****1.01 TESTING LABORATORY SERVICES**

- A. The Contractor shall retain the services of a qualified, independent testing laboratory to perform specified testing and inspection.
- B. The laboratory shall be responsible for testing sample of mixes submitted by the Contractor.
- C. The laboratory shall provide qualified personnel at the site after due notice and cooperate with the Landscape Architect and Contractor in performance of services.
- D. The laboratory shall immediately notify the Contractor of observed irregularities or non-conformance of work or products.
- E. The Contractor shall deliver adequate samples of materials proposed to be used which require testing, together with proposed mix design.

1.02 SAMPLES

- A. Unless otherwise provided in the specification, the Contractor shall provide all materials, samples, mock-ups or assemblies for all tests specified in various sections of specifications or as directed by Landscape Architect.

1.03 TESTING STANDARDS

- A. Tests will be provided and accomplished in accordance with the standard used as the reference for the particular material or product, unless other test methods or criterion are specified. In the absence of a reference standard, tests will be accomplished in accordance with applicable ASTM Standards of Test Methods.

1.04 QUALIFICATION TESTING

- A. In addition to tests specified, should the Contractor propose a product, material, or method of assembly that is of unknown or questionable quality to the Landscape Architect, the Landscape Architect may require and order suitable tests to establish a basis for acceptance or rejection. Such tests will be paid for by the Contractor, or by the subcontractor requesting approval. "Standard" test reports or reports on "similar" material will not be accepted.
- B. The Owner and Landscape Architect reserve the right to require certification or other proof that the material, assembly, equipment or other product proposed to be furnished for this project is in compliance with any test or standard called for. The certificate must be signed by a representative of the independent testing laboratory or a responsible official of the firm supplying the product, as acceptable to the Owner and Landscape Architect. The certificate must be a sworn statement and must be notarized.

1.05 CONSTRUCTION LAYOUT

- A. The Contractor shall verify layout and clearances indicated on the drawings and required by the equipment proposed and applicable codes. All deviations shall be specifically noted on shop drawing submittals.

PART 2 - PRODUCTS – Not applicable to this section.

PART 3 - EXECUTION**3.01 LABORATORY REPORTS**

- A. After inspection and testing, the laboratory must promptly submit three copies of the laboratory report to the Landscape Architect and two copies to the Contractor.
- B. Include in the Report: Date issued, project title and number, name of inspector, date and time of sampling section, location of project, type of inspection or test, date of test, results of the tests, and conformance or nonconformance with contract documents.
- C. When requested, provide interpretation of test results.

3.02 CONSTRUCTION LAYOUT

- A. Identify property lines for reference where work is to stop at the property line.
- B. Provide construction staking of horizontal and vertical controls. Controls must be adequately located and allow construction with control remaining intact and visible for reference and inspections.
- C. Contractor must notify the Landscape Architect promptly if apparent conflicts are determined between any of the property or construction layout dimensions. Any adjustments required must be noted on as-built drawings.
- D. Contractor must maintain control staking throughout construction period, and reset if vandalized or damaged.

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.01 TEMPORARY SERVICES**

- A. Provide Temporary services and utilities, including payment of utility costs including the following:
 - 1. The Contractor shall supply all equipment, lights, cords, hoses, hydrant connections, sprinklers, etc., as needed.
 - 2. The Contractor shall supply all electrical power, gas power, and water necessary for the completion of this contract.

1.02 USE OF PUBLIC PROPERTY

- A. Contractor shall protect all public property assigned for the work or storage of materials, including any public or private property adjacent thereto.
- B. Protect all existing trees, fencing, and other items not designated to be removed.
- C. Preserve all monuments, benchmarks, and reference points and replace if destroyed.
- D. Any damages to the aforementioned properties caused by the Contractor during the course of his/her work must be repaired by the Contractor to the satisfaction of the Landscape Architect.
- E. The Contractor is responsible for verifying the locations and the protection of all exposed and buried utilities within the limits of Contractor's work. Any damages caused to or by utilities will be the responsibility of the Contractor and must be repaired by the Contractor to the satisfaction of the Landscape Architect.

1.03 PROTECTION OF THE PUBLIC

- A. The Contractor shall furnish, erect and maintain all necessary barricades, suitable and sufficient warning and danger signals, lights and signs and take all necessary precautions for the safety of the public and the protection of the work.

1.04 PROTECTION OF EXISTING VEGETATION

- A. The Contractor will be responsible for providing a construction sequencing strategy as part of a protection vegetation plan. Plan must be approved by the owner prior to starting construction.
- B. It will be the Contractor's responsibility to protect existing vegetation not designated to be removed. The Contractor will be liable for reimbursement to the City for damage to or loss of existing vegetation including trees and shrubs not designated for removal by the Landscape Architect. The amount of reimbursement will be determined by the City of Saint Paul Forester. The latest edition of the "Guide for Establishing Values of Trees

and Other Plants," as prepared by the Council of Tree and Landscape Appraisers, 232 Southern Building, Washington, D.C. 20005, will be used as a guideline for determining the value of a damaged or lost tree. A copy of the latest edition is available for inspection at the City Forester's Office, 1120 N. Hamline Avenue, Saint Paul, MN, 55108. The maximum reimbursement for the damage or loss of a tree will not exceed \$15,000.00.

- C. No earth, equipment or materials may be stockpiled or parked within ten (10') feet of a tree's overhang. Temporary fence must be installed around all trees within construction limits if requested by the Landscape Architect or required by the drawings. This work is considered incidental.
- D. Trees or shrubs that are unavoidably close to construction must receive extra protection. Branches must be tied back if they interfere with equipment movement, trunks must be protected as required, and all work in the area must be coordinated to minimize equipment movement around the plants or trees.
- E. On trees which are to remain, the root system be protected as much as practical during construction. If root removal becomes necessary, the Contractor shall cleanly cut only those roots absolutely needed to accomplish construction and only to the extent approved in the field by the Landscape Architect. Uncovered roots must immediately be protected with soil until finish grading and seeding and/or sodding is completed.
- F. Sheeting, boxing or other method of soil retention to protect trees must be supplied by the Contractor if required. No additional time will be granted for completion of construction if these methods are used.
- G. The Contractor shall be responsible for the cost of trimming trees designated to remain which sustain root or crown damage during construction operations. The City of Saint Paul forester must be contacted at the time of damage. Work on trees shall be done by Zach Jorgensen, (651) 632-2437.

1.05 NOISE AND DUST CONTROL

- A. Contractor shall take all necessary precautions to control noise and dust during the course of the work.
- B. Contractor shall recognize and adhere to the control methods prescribed by the State of Minnesota Pollution Control Agency (M.P.C.A.) and all other regulatory agencies.

1.06 PROJECT SIGNS

- A. No signs, billboards or other advertisements may be erected on the premises by the Contractor or Subcontractor without the permission of the Landscape Architect.
- B. The Contractor shall erect a temporary sign furnished by the Owner which includes the project title, nature of work, duration of construction, and information contacts, for the duration of the construction period, in clear site.

1.07 TEMPORARY BARRIERS

- A. The Contractor shall furnish and install temporary covers, enclosures, markers, and barriers as necessary to protect Contractor's work.
- B. Fencing need not be new but must be of such quality to assure safety and control of project area. Owner reserves the right to inspect and approve fence material prior to its installation.
- C. Contractor shall maintain fence in a safe, sturdy, and upright condition from date of installation to date of removal.
- D. Erosion and sedimentation control will be installed and maintained by the Contractor.
- E. Damage to the site caused by removal of temporary fencing, including post holes, must be promptly repaired by Contractor. During removal, at no time may the work remain unattended if a dangerous condition exists because of incomplete removal or site repairing.

PART 2 - PRODUCTS – Not Applicable to this Section.

PART 3 - EXECUTION – Not Applicable to this Section

END OF SECTION

SECTION 01 60 00 PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.01 QUALITY OF MATERIALS**

- A. Unless otherwise specified, all materials and equipment incorporated in this project must be new and of the best quality for the purpose intended. Should the quality of a material be unspecified in the documents, the Contractor must provide the best product for the purpose intended to the satisfaction of the Landscape Architect.
- B. To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind from a single source. Where the term "single source" is specified for a product it must be produced in a single factory of a single manufacturer unless the manufacturer can demonstrate to the satisfaction of the Landscape Architect the level of quality control to produce acceptable product match.

1.02 MATERIALS PROPOSED AS EQUAL

- A. Whenever an article or material is defined by describing a proprietary article, or by using the name of the manufacturer, the term "or approved equal," if not inserted, is implied.
- B. The specific article or materials mentioned should be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and not be construed to exclude other manufacturers' products of comparable quality, design and efficiency.
- C. Substitution of makes and models of products which the Contractor alleges to be equal to those named in the specification is subject to approval of the Landscape Architect prior to execution of the Contract Documents. The use of alternate items will not be permitted by the Owner without written approval of the Landscape Architect. The Contractor is not be relieved from the responsibility for furnishing articles or materials equal in quality, design and efficiency to those specified because of the approval of such alternates.
 - 1. Requests for Substitutions: Submit a written request for substitution via the supplier portal by the question due date. All approved substitution requests will be released in the addenda. Identify product or method being replaced by substitution by specification section and drawing number(s), and fully documented to show compliance with requirements.
 - 2. Include with request product data/drawings, description of methods, and samples where applicable.
 - 3. Listed products and product data, and the descriptive material in the Specifications are the basis of quality for evaluating products submitted as substitutions.
 - 4. Acceptance or rejection of a proposed product or deviation may be based on any of the factors which establish the measure of quality, and the determination may or may not express the reason for the decision.

5. Use of products not approved by the Landscape Architect will not be allowed.

1.03 LIST OF MATERIALS AND EQUIPMENT

- A. At the preconstruction conference, the Contractor shall submit one copy and a PDF file of a complete itemized list of all materials and equipment proposed to be used in construction to the Landscape Architect for acceptance. Materials should not be ordered until the proposed listed materials are accepted and no payment will be made for materials ordered but not accepted. The list must include the specific products specified by reference to ASTM or similar standards.
- B. This list must be submitted in a form acceptable to the Landscape Architect and arranged in order of specification sections. The items listed must fully conform to project requirements and specifications. All materials are subject to the Owner's acceptance.
- C. Requests for changes in the accepted list of materials and equipment will not be considered acceptable when the specified or accepted product subsequently is determined as not meeting the requirements of the Contract Documents or the product becomes unavailable, and then only under the following conditions:
 1. The reason for unavailability is beyond the control of the Contractor;
 2. The request for the use of an alternate product is submitted in writing within 10 days after the day the Contractor has ascertained the product does not comply with the specifications or has become unavailable, accompanied by supporting evidence;
 3. The Contractor proposes to use an alternate product that was specified or listed in an addendum, along with complete data on the product;
 4. There is no extra cost to the Owner and
 5. The alternate product is acceptable to the Owner.
- D. If, after acceptance of the Contractor's proposed list of materials, by subsequent evidence or investigation, the Owner determines a product has been misrepresented and will not comply with or perform in accordance with the Contract Documents, the Owner has the right to require a change to a complying product without increase in cost.

1.04 DELIVERY AND STORAGE

- A. Contractor shall coordinate and schedule all shipment of materials to the project site to prevent interference with the activities of the work. Should suitable material storage not be available at the project site, material must be properly stored elsewhere at no extra cost to the Owner.
- B. The Contractor shall maintain adequate insurance coverage for off-site storage. Proof of insurance shall be supplied prior to payment for any materials stored off-site.

PART 2 - PRODUCTS - Not Applicable to this section.

PART 3 - EXECUTION - Not Applicable to this section.

END OF SECTION

SECTION 01 77 00 CLOSEOUT PROCEDURES**PART 1 - GENERAL****1.01 CLEANUP**

- A. During the progress of the work, the Contractor shall maintain the area as free as possible of dirt, debris, materials, etc. in a manner satisfactory to the Landscape Architect.
- B. Upon completion of the work listed herein, the Contractor shall remove all tools, equipment, scaffolding, protective coverings, debris and unused material from the site and the entire premises shall be left in a clean manner satisfactory to the Landscape Architect.

1.02 PROJECT REVIEW

- A. When this project work is within five (5) days of completion, the Contractor shall notify the Landscape Architect in writing of the date on which the project will be completed and ready for review. Contractor shall state in this notice any items which will not be complete and the reasons for same (such as seasonal work). The Landscape Architect and Inspector shall conduct a review and will if necessary, prepare and transmit a deficiency and omission list to the Contractor with reasonable promptness.
- B. If, in the course of a project review, the Landscape Architect and the Inspector determine that the project has reached substantial completion, a CERTIFICATE OF SUBSTANTIAL COMPLETION will be issued, including the deficiency and omission list. Issuance of the certificate of completion will not relieve the Contractor of his duty to perform work required by the Contract Documents which is found deficient after the issuance, but prior to final acceptance.
- C. Contractor shall take all action required by the deficiency and omission list within the stated period of time and upon completion shall return to the Inspector a copy of the list on which the Contractor must have noted the action taken on each and every item.

1.03 FINAL REVIEW

- A. Upon receipt by the Inspector of this list with satisfactory evidence that the items thereon have been finished in accordance with the Contract, the Inspector shall with reasonable promptness arrange for and conduct a final review of the project.
- B. Upon completion of the project work, as evidenced by completion of all action required by the deficiency and omission list, the Inspector will recommend that the Contractor present his application for final payment and will notify the Landscape Architect that the project is ready for final inspection for acceptance.

1.04 APPROVAL AND FINAL ACCEPTANCE

- A. The Landscape Architect will schedule the final acceptance inspection with the Inspector and Contractor.
- B. After final inspection, the Contractor will be notified of final acceptance or of additional or corrective work required before final acceptance. Deficiencies and omissions which become known at any review, or any time prior to final acceptance will be conveyed to the Contractor by written notice and must be completed before final acceptance.

1.05 WORK AFTER FINAL ACCEPTANCE

- A. Work specified herein which, by its nature, cannot be determined prior to final acceptance must be accomplished promptly by the Contractor upon notification by the Landscape Architect. This work may include, but is not limited to:
 - 1. Guarantee Performance
 - 2. Removal of Temporary Fencing and Signage
- B. All work accomplished herein is considered incidental to the work specified and must be performed at the expense of the Contractor.

1.06 GUARANTEE

- A. All material and work furnished under this specification must be guaranteed for a period one (1) year from the date of substantial completion. Individual specified items may require longer warranty periods. These warranties must be supplied as specified.
- B. Upon receipt of notice from the City of the failure of any part of the installation during the guarantee period, the affected part or parts must be replaced or repaired promptly by and at the expense of the Contractor to the satisfaction of the Landscape Architect.

1.07 RECORD SET OF DRAWINGS

- A. Upon completion of the project work, and as a condition precedent to final payment, the Contractor shall turn over Contractor's "as-built" record set of drawings to the Landscape Architect in a digital format.
- B. Marking of the record set must be done methodically as work progresses, clearly and neatly, in color.
- C. As a general guide, the type of information to be recorded on the record set includes: (a) revision made, except minor or non-critical dimensions, (b) omissions, including work omitted by accepted alternates, (c) exact and dimensioned locations of all underground work, (d) additions to the work, (e) changed or actual elevations, (f) changes in significant details, (g) concealed major changes, (h) locations of major items not shown on drawings, such as underground electrical lines, sewers, water lines and similar concealed major work, (i) other similar data.

PART 2 - PRODUCTS - Not Applicable to this section

PART 3 - EXECUTION - Not Applicable to this section

END OF SECTION

DIVISION 02 EXISTING CONDITIONS

The General Conditions of the Contract, Supplementary Conditions, and Division 01, General Requirements, apply to all work of this section. Refer to other sections, divisions, and schedules for other work in connection with this work.

SECTION 02 41 00 SITE DEMOLITION**PART 1 - GENERAL****1.01 SUMMARY**

- A. Include all labor, materials, equipment, and services required to perform demolition work as indicated on the drawings and specified herein.
- B. The work includes, but is not limited to removal of:
 - 1. Concrete
 - 2. Signs
 - 3. Miscellaneous Elements
- C. The contractor shall contact Gopher State One Call at 800-252-1166 prior to beginning any excavation work.
- D. The contractor shall notify the various utility companies if work will expose, affect, or endanger any existing utility.

1.02 SUBMITTALS

- A. Provide pre-demolition photographs of the existing conditions prior to beginning any work on site.
- B. Bring to the attention of the Landscape Architect in writing within 48 hours any items damaged during the demolition process that are to be salvaged for re-use.
 - 1. If it is determined that the damage to the item(s) could have been prevented by the Contractor taking reasonable measures or precautions, the damaged item(s) will be replaced or repaired at the Contractor's expense.

PART 2 - EXECUTION**2.01 CONCRETE**

- A. Remove concrete and aggregate base as shown on plan in its entirety.
- B. Clean aggregate base may be salvaged for use as subgrade under new concrete.

2.02 SIGNS

- A. Remove existing street signs including footings in their entirety.
- B. Salvage sign panels and posts in safe location prior to relocation.

- C. Protect Items within Right-of-Way not marked for removal.

2.03 MISCELLANEOUS ELEMENTS

- A. Remove miscellaneous site elements as indicated on the drawings including concrete footings to full depth.
- B. Protect public art. Call Eric Thompson at 651-695-3714 prior to start of construction for appropriate treatment of public art protection.
- C. If any personal property having significant value is discovered on the premises during the course of the demolition operations, the Contractor shall notify the Landscape Architect who will determine the preferred course of action.
- D. For partial removal of paving and curbs, saw cut edge of existing pavement at right angle to surface, including ends of curb and gutter, in areas of partial pavement removal where new pavement will abut against existing pavements. Removal shall occur at an existing joint location.
- E. The contractor shall support, protect or relocate existing utilities affected by the work.
 - 1. Means and methods shall be approved by the utility owner.
- F. The Contractor shall exercise extreme caution in the wrecking operations to protect adjacent properties, right-of-way, and site amenities not designated for removal.
- G. The Contractor shall assume responsibility for airborne dust due to site work. Application of water to settle and hold dust will be permitted. Confine run off using silt fencing or other silt and water containing devises. Provide controls over storm sewer inlets during entire construction period.

2.04 CLEANUP AND PROTECTION

- A. All debris created from demolition operations shall become the property of the general contractor unless noted otherwise and shall not be used as backfill material and shall be removed from site to legally established dump site. No burning or burial on-site is allowed.
- B. All items indicated as Salvage items shall be carefully removed such that minimal damage to materials occurs. No cutting of galvanized pipe intended for salvage will be accepted.
- C. Store salvaged materials on-site in a location where they will not damage or interfere with the use of the facilities.
- D. All paving and curbs removed in demolition are to be disposed of offsite. No stockpiling of debris will be allowed on site.
- E. Protect all items to remain in place and not marked for removal.

- F. All damaged areas will be restored to their original condition, as acceptable to the owner.
- G. Items intended for reinstallation as indicated on the drawings but which are damaged by the Contractor during salvage operations shall be replaced in like kind acceptable to the Landscape Architect, or new materials, at no cost to the Owner
- H. Protect existing trees, walls, fencing, sidewalks, restroom, light posts, public art, and other items not designated to be removed.
- I. Restore all damaged underground piping and utilities.
- J. Contractor shall take reasonable precautions to limit damage in areas not scheduled for replacement. Damages to these areas resulting from construction shall be restored and maintained per maintenance guidelines restored at the conclusion of the project.
- K. Holes or depressions created by this demolition shall not be left open for more than one day (24 hours). Any hole within public sidewalks or within ten (10) feet of any walkway shall be filled, suitably marked or covered immediately after being made.
- L. Backfill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required in Section 31 20 00 Earthwork.
- M. Contractor shall remove rocks, bituminous, concrete and miscellaneous debris over two (2) inches in diameter after demolition operations.
- N. All turf areas disturbed during construction shall be repaired with sod unless otherwise indicated in the plan sheets. Areas disturbed outside of the agreed upon and/or staked construction limits shall be sodded/repared at the contractor's expense.
- O. Maintain all benchmarks, monuments, and reference points; if disturbed or destroyed, have replaced by a registered land surveyor at the contractor's expense.

END OF SECTION

DIVISION 03 CONCRETE

The General Conditions of the Contract, Supplementary Conditions, and Division 01, General Requirements, apply to all work of this section. Refer to other sections, divisions, and schedules for other work in connection with this work.

SECTION 03 30 00 CAST-IN-PLACE CONCRETE**PART 1 - GENERAL****1.01 SUMMARY**

- A. Provide labor, materials, equipment, and services required to furnish and install cast-in-place concrete indicated and specified herein.
- B. Work shall include, but not be limited to:
 - 1. Footings
- C. Submittals
 - 1. Make submittals in accordance with Sections 01 33 00 and 01 33 23.

PART 2 - PRODUCTS**2.01 CONCRETE**

- A. Concrete shall be ready-mixed and shall conform to ASTM C94 Alternative #2. Use only one brand Portland Cement.
- B. Portland Cement shall conform to ASTM C150, Type I.
- C. Fine and coarse aggregates shall conform to ASTM C33. Maximum nominal size of coarse aggregate shall be as follows:
 - 1. Footings: 3/4"
 - 2. All other concrete: 3/4"
- D. Water shall be potable.

2.02 ADMIXTURES

- A. Air-entraining agent complying with ASTM C260. All concrete exposed to freeze-thaw shall contain air entraining admixture. Entrained air content shall be 4.5% - 7.0%.
- B. Water reducing admixture complying with ASTM C494 may be used at Contractor option.
- C. No chloride shall be permitted.

2.03 CONCRETE MIX

- A. Strength at 28 days shall be as follows:
 - 1. Footings: 3,000 lbs. psi
 - 2. All Other Concrete: 4,000 lbs. psi

- B. Slump shall be 4" or less.
- C. Water to cement ratio shall meet the following maximum water-cement ratio:
 - 1. Subject to freeze-thaw: WC 0.50
 - 2. Subject to deicers/watertight: WC 0.45

PART 3 - EXECUTION

3.01 CONCRETE PLACEMENT

- A. No concrete that has commenced to set and no retempered concrete shall be used. Work to be embedded shall be securely fastened in place. Spaces to be filled with concrete shall be cleaned free of debris and foreign materials. Forms shall be treated with release agent. Subgrades shall be dampened.
- B. Concrete shall be placed as soon as practicable after mixing. It shall be deposited in such a manner as to cause no separation or segregation of the ingredients. Concrete shall not be dropped any considerable distance (not over four feet). It shall not be deposited in large quantities in one place and permitted to run or be worked any considerable distance, but shall be deposited in its final position as nearly as practicable. Concrete shall be rammed, spaded, and agitated by suitable tools so as to produce a thoroughly compacted concrete of maximum density; and so that the concrete will present a smooth finish, unbroken mortar surface without exposed stone when the forms are removed.
- C. When concrete is once started, it shall be carried on as a continuous operation until the placing of the section is completed.
- D. When new concrete is to be placed against the concrete that has set, the existing surfaces shall be roughened and cleaned. Thoroughly wet the existing surfaces and slush with a new cement grout immediately before placing new concrete.
- E. Workability shall be such that the concrete will fill the forms without voids or honeycombs, and will completely embed and bond to the reinforcing without permitting materials to separate or excess water to collect on the surface. It shall produce a dense, homogeneous surface finish of uniform color.
- F. Approved chutes equipped with suitable hoppers shall be used for placing where required.
- G. Concrete that has obtained its initial set shall not be placed in the forms and shall be discarded. Retempering of concrete will not be permitted.
- H. Where smooth surface is to be basis of finish, the coarse aggregate shall be worked back from forms with a suitable tool so as to bring a full surface of mortar against form without formation of excessive surface void.

- I. Unless adequate protection is provided and approval is obtained concrete shall not be placed during rain, sleet, snow, or freezing weather.
- J. Concrete walks and paving shall be scored as directed by plan. Verify with Landscape Architect.
- K. Install expansion joints and control joints as indicated on plan or as directed. Submit joint plan for review and approval.

3.02 COLD WEATHER REQUIREMENTS

- A. Under no circumstances will concrete be allowed to be placed over ground containing frost.
- B. During cold weather, the Contractor shall protect all concrete work from freezing. All sand, stone and water shall be thoroughly heated. All concrete work shall be kept above the freezing point for a period of five (5) days after pouring. The Contractor shall enclose all work and furnish all fuel and oil fired mechanical heaters, etc., and service them sufficiently to maintain a temperature of 45 degrees at all points in the enclosure.
- C. Accelerators are not to be considered as a substitute for any type of protection from freezing.

3.03 FINISH.

- A. Slabs shall be finished to a smooth, granular, non-slip surface with magnesium or wood float. Float marks shall be rubbed out with wood float if required.
- B. Surface shall be true to within 1/4" per 10 feet.
- C. Tool at expansion joints with 1/4" radius tool. Rub out edges of tool to blend with float finish surface.

3.04 CONCRETE REPAIRS

- A. Defective Concrete:
 - 1. Repair and patch defective areas as noted by Landscape Architect. Remove and replace concrete that cannot be repaired and patched to Landscape Architect's approval.
 - 2. Defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

3.05 QUALITY CONTROL

- A. The Contractor will select, employ, and pay an approved independent testing laboratory to perform the following tests. The complete records of such tests shall be

available for inspection during the progress of the work and for a minimum two (2) years thereafter, and shall be preserved by the Landscape Architect for that purpose.

- B. Contractor shall contact Landscape Architect at least 3 days prior to installation of concrete.
- C. Guarantee of Work
 - 1. See General Conditions Section GC-22 GUARANTEE OF WORK.

3.06 COMPRESSION TESTS.

- A. Standard 6" diameter concrete compression test cylinders shall be prepared in the field by the Contractor in accordance with ASTM C31 and C172 and delivered to the testing laboratory for curing and testing in accordance with ASTM C31 and C39. Submit test reports to the Landscape Architect.
- B. Test cylinders shall be taken for pours on all major structural components. At least one set of test cylinders shall be made for each day's pour, as requested by the City Inspector (verify).
- C. Each cylinder taken shall be marked with the job name, Contractor's name, location of pour, date of pour, slump and strength of concrete specified. In addition, the air content shall be marked on the cylinder where an air entraining admixture is specified.
- D. Each set of test cylinders shall consist of three cylinders. Two cylinders (laboratory cylinders) shall be kept in a 60 degree to 80 degree F. temperature range and protected from moisture loss at the job for a period from 24-48 hours. They shall then be delivered respectively. Handle cylinders carefully to prevent damage. The third cylinder (field cylinder) shall be placed as near as possible to and protected and cured in the same manner as the in-place concrete from which taken. This cylinder shall be completely job cured and delivered to the laboratory for testing at 28 days, or as otherwise directed.
- E. In cases where samples have not been taken or tests conducted as specified or the strength of the laboratory test cylinders for a particular portion of the structure fails to meet the requirements of ACI 318, Section 413 for evaluation of concrete strength, the Landscape Architect shall have the right to order compressive and flexural test specimens taken from the hardened concrete according to ASTM C42, load tests according to ACI 318, Chapter 20, or such other tests as may be necessary to clearly establish the strength of such concrete, and such tests shall be paid for by the Contractor.
- F. Test results shall be evaluated according to the Recommended Practice for Evaluation of Compression Test Results of Field Concrete (ACI 214).

3.07 ENTRAINMENT TESTS

- A. Tests shall be made at the site by the Contractor in accordance with ASTM C231. The Contractor shall furnish and maintain a properly calibrated pressure-type air meter. Test the first batch of air entrained concrete delivered for each day's pour and test additional batches as necessary to ensure that the air content is within the specified limits. Perform additional tests in the presence of the City Inspector as directed.

3.08 SLUMP TESTS.

- A. Slump shall be as indicated in 2.3.2 this section. Slump tests shall be made at the site by the Contractor in accordance with ASTM C143. The Contractor shall furnish and maintain a mold and tamping rod. Test the first batch of each type of concrete delivered for each day's pour and test additional batches whenever the appearance of the concrete indicated a change in consistency. Perform additional tests in the presence of the City Inspector as directed.

END OF SECTION

DIVISION 10 SPECIALTIES

The General Conditions of the Contract, Supplementary Conditions, and Division 01, General Requirements, apply to all work of this section. Refer to other sections, divisions, and schedules for other work in connection with this work.

SECTION 10 14 00 EXTERIOR SIGNAGE**PART 1 - GENERAL****1.01 SUMMARY**

- A. Include all labor, materials, equipment and services required to install signage and appurtenances as indicated on the drawings and as specified herein.
- B. Work under this section includes, but is not limited to:
 - 1. Pre-Construction Information Signs
 - 2. Path Closed Signs
 - 3. Park Signs
 - 4. Soil
 - 5. Concrete Footings/Foundation
 - 6. Sign Installation
 - 7. Clean Up
 - 8. Maintenance
- C. Related Sections
 - 1. Section 03 30 00 Cast-In-Place Concrete

1.02 REFERENCES

- A. MnDOT, Minnesota Department of Transportation Standard Specifications for Construction, 2025 or current edition, and its corresponding Supplemental Conditions. Only applicable portions of construction methods and materials apply. Reference to methods of measurement or payment are not applicable:
 - 1. 1710 Traffic Control Devices
 - 2. 2564 Traffic Signs and Devices
 - 3. 3352 Signs and Markers
- B. American Society for Testing and Materials (ASTM)
 - 1. A500 Structural Steel HSS Rectangular & Square, Fy = 46 ksi
 - 2. A500 Structural Steel HSS Round, Gr. B, Fy = 42 ksi
 - 3. A53 Structural Steel Pipe, Gr. B, Fy = 35 ksi
 - 4. A36 Structural Steel Misc., Fy = 36 ksi
 - 5. A325 or F1852 Structural Steel Connection Bolts, Fu = 120 ksi
 - 6. F1554 Structural Steel Anchor Rods, Gr. 36, Fy = 36 ksi
 - 7. A36 Structural Steel Threaded Rods, Fy = 36 ksi
 - 8. A615 Reinforcing Steel Deformed Bars, Gr. 60, Fy = 60 ksi
 - 9. A775 Reinforcing Steel Epoxy Coating

1.03 SUBMITALS

- A. Submit signage plan for approval.

1. Shop drawings indicating changes or alternates in detail shall be submitted to the City of St. Paul Parks and Recreation Department in accordance with Sections 01 33 00 and 01 33 23.

1.04 QUALITY ASSURANCE

- A. The Contractor is solely responsible for site safety including all temporary precautionary measures and safety programs. Site observation visits by the Contractor do not include review of the contractor's safety precautions.
- B. All engineering design provided by others and submitted to the Contractor for review shall bear a certification stamp and signature of a qualified professional engineer who is licensed in the state where the project is located.
- C. Design by others shall review and stamp all submittals prior to the Contractor's review.
 1. Fabricating sign company responsible for wind load calculations for sign support and concrete standards based on soil conditions and prevailing winds.
 - a. Wind - 90 mph (3 second gust)
 - b. Exposure C, 1 = 1.0
- D. The Contractor shall include in the bid the cost of all testing and inspections indicated on the plans and in the specifications, including special inspections required by the building code.
- E. All permits are the responsibility of the contracted sign company.
- F. The actual contracting of the inspection and testing services shall be in accordance with the division of responsibility dictated by the Minnesota Building Code.
- G. IBC Section 1704 requires that in addition to the inspections required by Section 109, the owner shall employ one or more special inspectors who shall provide inspections during construction of certain types of work.
- H. "Special inspection" concerns work requiring observation and judgement and shall be performed by a structural engineer (or a designated person under the supervision of the engineer). "Testing" involves the analysis of materials in accordance with approved standards and shall be performed by an independent testing agency.
- I. The contractor shall coordinate the testing and inspection services in accordance with the progress of the work. The contractor shall provide sufficient prior notice to the testing and/or inspection agency of the required work to allow proper scheduling of personnel. The cost of any retesting or additional inspections as a result of failed tests and rejected work shall be borne by the contractor.
- J. Items marked with an asterisk (*) are conventional testing not strictly a part of Section 01 45 00 Quality Control are required for adequate quality assurance and can be provided by the contractor. All other work must be provided by the owner as indicated by the MN State Building Code.

1. High-strength Bolting
 - a. Provide verification of Quality Control/Quality Assurance Program regarding fabrication process.
 - b. Provide visual inspection of all field bolting.
 - c. Bolt designs are based on "bearing" type connections, verify that the connected materials have been drawn together properly.
 - d. Provide periodic inspection of bolt installation method. Acceptable methods are turn of the nut, direct tension indicator, or twist-off bolt.
2. Concrete Testing
 - a. *Provide mix design in accordance with ACI requirements.
 - b. Test concrete at the time of pouring for slump, air-entrainment, and temperature in accordance with the specifications.
 - c. Make and test concrete cylinders for representative strength in accordance with the specifications.
 - d. Provide periodic visual inspection of reinforcing:
 - e. Provide periodic visual inspection of all pad footings and reinforcement prior to pour.
3. Soils
 - a. *Verify footing excavation for suitability for planned footing.
 - b. *Verify material used for compacted backfill.
 - c. *Test compacted backfill for specified compaction.
4. Special Cases
 - a. Post-installed anchors. Inspection requirements based on manufacturer's requirements, as described in the ICC Evaluation Service Report (ICC-ESR).

1.05 EXISTING CONDITIONS

- A. Contractor shall verify all dimensions, elevations, and details of existing structure where they affect the structural work. Notify project manager if there are any deviations from the contract documents. Contractor shall field verify dimensions and elevations prior to fabrication of structural members.
- B. Remove and replace existing architectural, electrical, mechanical, structural, civil, and miscellaneous as necessary.

PART 2 - PRODUCTS

2.01 SIGNS

- A. Owner to provide and deliver park signage to contractor for installation.
- B. Contractor to install footings and mow-strip and to install sign.

PART 3 - EXECUTION

3.01 GENERAL

- A. Review work plan with City Traffic Operations in the City of Saint Paul for direction on required traffic controls and signage during construction.
- B. The requested work will comply with all Federal and State codes, laws and regulations, and all municipal ordinances or regulations in effect at the time work is being performed.
- C. Contractor shall verify all dimensions and conditions on site and on the plans before construction begins. All discrepancies shall be reported immediately.
- D. Location, dimensions and details of recesses, depressions, openings, and equipment supports shall be verified by reference to architectural, civil, electrical, and mechanical drawings.
- E. Locate signs as indicated on the drawings, or as directed by City Traffic Operations or project manager.
- F. All structural members are designed for in-place loads. Contractor is responsible for bracing, without overstressing, all structural elements as required at all stages of construction until completion of this project.
- G. Any alternates or changes to materials, construction methods and sign types specified in this document must be approved in writing by the City of St. Paul Parks and Recreation Department or client's representative prior to implementation.
 - 1. Any work required under this section, not specified in detail, shall be constructed in accordance with approved shop drawings.
 - 2. All work shall be fabricated and erected square, plumb, straight and true. Cut-out letters, numbers and images shall be cut in continuous, even lines as indicated on drawings. Fabricator shall provide all supporting and anchoring means as required for proper installation. Fabricator is responsible to provide proper thickness to eliminate waviness or other deformations in materials.
 - 3. The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices which become damaged, moved, or destroyed, of all lights which cease to function properly, and of all barricade weights which are damaged, destroyed, or otherwise fail to stabilize the barricades.
- H. Soil
 - 1. An allowable soil bearing shall have a pressure of 2000 psi on virgin soil or compacted granular fill for footings.
 - 2. A qualified geotechnical engineer shall confirm the assumed allowable soil bearing pressure in a geotechnical report, and the site shall be prepared in accordance.
 - 3. Any discrepancies in the assumed allowable soil bearing pressure shall be reported immediately.
 - 4. If verified conditions differ from assumed capacities, redesign of the foundation system, size, and reinforcing of footings may be required.
 - 5. Remove all top soil, uncompacted fill, or other poor soil from the construction site as determined by the geotechnical engineer.

6. Slope the site to drain away from the structure.
 7. Backfill with granular soils.
- I. Footings/Foundations
1. Footings are cast-in-place concrete with reinforcing placed 3" clear of bottom and 2" clear at top and sides.
 2. Column footings are centered under columns.
 3. Footing elevations shown on plan are to top of footing.
 4. Maintain minimum frost depth for all exterior footings. Frost depth is equal to 60" at unheated spaces, and is measured from finished grade elevation to bottom of footing.
 5. Cast dowels in footing for foundation piers above. Dowels are to be the same quantity, size, and spacing as the vertical wall reinforcing. Dowels shall extend to 3" clear of bottom of footing with standard hook and develop a class-B splice with pier reinforcing.
 6. Contractor shall be responsible to implement hot weather concrete requirements per ACI 305 and cold weather concrete requirements per ACI 306.
 7. The contractor shall verify the location of all existing underground utilities and tanks prior to beginning excavation.
- J. Concrete
1. Workability of the concrete shall be maintained so that concrete will completely fill forms without voids and will embed and bond to reinforcing without separation of materials.
 2. Mix and deliver concrete in accordance with ASTM C94. Cooled or heated water shall be used in accordance with ACI 306 and 305. Ready mixed concrete shall be transported to the site in watertight agitators or mixer trucks loaded not in excess of rated capacities. Discharge at the site shall be within one hour after charging.
 3. Air-entraining and chemical admixtures, if approved, shall be charged into mixer as a solution as recommended by the manufacturer.
 4. Concrete placed during cold weather shall conform to the requirements of ACI 306.1. For hot weather conditions, apply recommendations of ACI 305.
 5. Place concrete in accordance with ACI 304 "Guide for Measuring, Mixing, Transporting, and Placing Concrete." Use mechanical vibrating equipment for consolidation. Do not use vibrators to transport concrete in forms.
 6. Protect fresh concrete from premature drying and excessively hot or cold temperatures and maintain with minimal moisture loss at a relatively constant temperature above 55 degrees Fahrenheit.
 7. Provide wire, plastic, or precast concrete spacers, chairs, slab bolsters, support bars, etc. for support of reinforcing steel in proper position while placing concrete. Chairs/bolsters shall be stable and resist tipping.
 8. Concrete shall not be laid when the temperature of the outside air is below 40 degrees Fahrenheit, unless approved methods are used during construction to prevent damage to the concrete. All materials used and surfaces built upon shall be free of snow and ice.
- K. Exposed Metal Surfaces

1. Exposed metal surfaces shall be reinforced, braced and securely fastened to provide rigid assembly. Sign faces shall be free of all holes, except those required to install letters or weep holes.
 2. Service access doors shall be concealed wherever possible. Flush-butt locked seams and fillers shall be metal screwed and bolted on filler edges to provide smooth faces, free of unsightly rivets.
 3. All steel items exposed to the weather, and all other steel items as written, shall be galvanized or ground and painted with zinc-chromate primer and finish coated.
- L. Exposed Joints
1. Exposed joints shall be continuously welded, ground and polished smooth and shall not be visible. Mitered corners shall be snug, neat and tight fitting in an even, smooth plane.
- M. Exterior and Interior Cabinets and Frame
1. Exterior cabinets and frames shall be fastened with stainless steel screws. Phillip-type, flat head, countersunk screws or nuts and bolts shall be used as indicated.
 2. The interior cabinet on exterior signage shall be rain-proof and painted white.
 3. Signs shall be provided with weep-holes in bottom, sufficient size to allow for proper drainage per the cabinet size.
- N. Accessories, Anchorage Mounting Devices and Spacers
1. Accessories, anchorage, mounting devices and spacers shall be guaranteed non-staining to adjacent walls and sign finishes for a period of five years after acceptance.
 2. Ferrous mountings may be sleeved with non-ferrous metal covers matching adjacent finishes, cemented with non-hydroscopic glue, or other suitable protective measures may be proposed to comply with this specification.
 - a. All aluminum that is in contact with ferrous metals shall be separated with a heavy coating of bitumastic paint or sheet neoprene.

3.02 SIGN INSTALLATION

- A. All signs shall be installed as indicated on the location drawings unless otherwise directed by Project Manager.
- B. Signs shall be secured with hardware as indicated on these drawings or methods as approved on shop drawings showing alternative methods.
- C. Survey of ground conditions relating to soil content, density and compaction are the responsibility of the installing company and must be included in the initial bid.
- D. Removal and/or replacement of asphalt, concrete, existing footings and poles are the responsibility of the installer unless otherwise written on these drawings.

3.03 CLEAN UP

- A. Remove all signs and barricades at project completion. Restore any location affected to original condition.
- B. During the process of implementation, the premises shall be kept reasonably free of all debris and waste materials resulting from the work being completed in this contract.
- C. Upon completion and before final acceptance of work, all debris, rubbish, leftover materials, tools and equipment shall be removed from the site.
- D. Final cleaning of all surfaces shall be carefully done strictly in accordance with the manufacturer's or consultant's instructions.

3.04 MAINTENANCE

- A. All exposed surfaces and sign components shall be protected until final installation and approval by client or their consultant. Any work damaged or discolored in any way before installation and approval occurs shall be the responsibility of the fabricator without additional cost to the owner or their consultant.
- B. Contractor shall guarantee that all material and work furnished in these drawings are guaranteed for one (1) year to be free of defects and faulty workmanship, and that any defective material or work shall be promptly repaired or replaced without additional cost to the owner or their consultant.
- C. Contractor shall, during the first year of operation, fully maintain and service the signs, making regular inspections, servicing, replacing tubes and electrical equipment as necessary to operate the signs without additional cost to the client.
- D. Any guarantees for additional time or services noted in these drawings are to be included in the contract (ie: 10 year paint warranty).
- E. All finishes to be as specified and carry a 10 year warranty.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

The General Conditions of the Contract, Supplementary Conditions, and Division 01, General Requirements, apply to all work of this section. Refer to other sections, divisions, and schedules for other work in connection with this work.

SECTION 32 92 19 SEEDING**PART 1 - GENERAL****1.01 SUMMARY**

- A. Provide labor, materials, equipment and services required to perform the work of seeding as required and as specified herein.
- B. The work of this section includes, but is not limited to:
 - 1. Seed
 - 2. Mulch
 - 3. Fertilizer
 - 4. Maintenance
 - 5. Protection of the Work

1.02 REFERENCES

- A. MnDOT, Minnesota Department of Transportation Standard Specifications for Construction, 2025 or current edition, and its corresponding Supplemental Conditions. Only applicable portions of construction methods and materials apply. Reference to methods of measurement or payment are not applicable
 - 1. 2575 – Establishing Vegetation and Controlling Erosion
 - 2. 3876 – Seed
 - 3. 3882 – Mulch Material
 - 4. Seeding Manual 2023 edition
 - 5. Seeding Manual 2024 edition

1.03 SUBMITTALS

- A. Make submittals in accordance with Sections 01 33 00 and 01 33 23
- B. All tags for seed mixes shall be submitted to the Landscape Architect.
- C. Manufacturer's Warranty.

PART 2 - PRODUCTS**2.01 SEED**

- A. Turf Seed Mix shall be MnDOT Seed Mixture 25-131 Low Maintenance Turf
 - 1. Bulk application of seed mix 200 lbs./acre.
- B. Temporary Seed Mixture, if required, shall be a mixture of 20% Perennial Ryegrass and 80% oats (before August 1) or winter wheat (after August 1) by weight.
 - 1. Bulk application of seed mix 70 pounds per acre.

- C. All seed shall conform to the requirements of the latest seed laws of the State, and shall be properly tagged. Contractor shall pay particular attention to weed seed tolerances.

2.02 MULCH

- A. Type I mulch shall meet the requirements of MnDOT Specification 3882, Type I (straw mulch) and shall be applied at a rate of 1 1/2 - 2 tons/acre only on slopes over 6:1 and broadcast seeded areas.
- B. Erosion control blankets, see Section 31 25 00.

2.03 FERTILIZER

- A. Pre-plant fertilizer shall be incorporated during soil preparation in accordance with soil test recommendations, see Specification Section 32 91 13.
- B. Post-emergent fertilizer shall have analysis approximating 25-0-3 (N-P-K).
- C. In-season fertilizer shall have analysis approximating 25-0-3 (N-P-K), and the nitrogen component shall be at least 50% SCU or other slow-release form.

2.04 SUBSTITUTIONS:

- A. See Section 00 21 13 Instructions to bidders.
- B. See Section 01 60 00 Product Requirements

PART 3 - EXECUTION

3.01 INSPECTION

- A. The seeding subcontractor shall inspect the seed bed to be assured that it is in acceptable condition for seeding. Any final preparations required shall be performed by this contractor.
 - 1. Weeds, rocks, woody plants, debris and other items that may inhibit seed germination to be removed from seed bed prior to seeding. Seed beds as specified in plan sheets.
 - 2. Seed shall be sown by means of a Brillion-type mechanical drill seeder at the rate indicated. Double seeding shall be done in all areas with seeding applied in two passes, each applying 1/2 of the seed. The second pass shall be at an angle to the first.
 - 3. Areas where drill-seeding is impractical shall be broadcast seeded. Seed shall be raked or dragged and rolled to firm the soil with a roller of not less than 100 pounds. Mulch shall be applied as specified.

3.02 TIMING

- A. This project shall be seeded in accordance with MnDOT Specification 2575.A.2, Table 2575.3-1.
- B. If project schedule does not allow fall seeding, spring seeding shall be done no later than June 1st. In that case, maintenance shall be continued until August 30, and include a late-August application of growing season fertilizer.
- C. Between the spring and fall seeding dates, finished grades shall not be left unprotected for more than two weeks. Grades finished between May 15 and July 15 shall be broadcast seeded to 60 pounds per acre of common annual ryegrass and dragged to cover seed. Prior to fall seeding, this cover crop shall be lightly disced.

3.03 EROSION CONTROL

- A. Type I mulch shall be applied on slopes exceeding 6:1 and broadcast-seeded areas according to MnDOT Specification 2575.3 F.1.
 - 1. Mulch shall be disc anchored.
 - 2. It will not be necessary to remove the mulching material after seed germination except in areas where germination has been retarded.
 - 3. Temporary erosion prevention blankets, see Specification Section 31 25 00.

3.04 FERTILIZER

- A. Fertilizer shall be applied during seeding establishment period.
 - 1. Post-emergent fertilizer shall be applied 14-21 days after germination. Rate shall be calculated to apply 3/4# N per 1,000 sq. ft.
 - 2. In-season fertilizer shall be applied mid-May to June 1. Rate shall be calculated to apply 1.25# N per 1,000 sq. ft. If seeding is delayed until spring, in-season fertilizer shall be applied twice at a rate of 1#N per 1,000 sq. ft, dates to be determined by Landscape Architect.

3.05 MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Maintenance shall be conducted beginning immediately on all sections completed and continuing for no less than 60 days after completion of all seeding
 - 2. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 3. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 4. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

5. All water necessary for the completion of this contract shall be supplied by the Contractor. The Contractor shall be responsible for supplying all hose, sprinklers, etc., to do the watering under this contract.
6. All top-dressing, over seeding, and other corrective materials shall be supplied as needed.
7. New growth shall be mowed to a 3 inch height whenever newly seeded turf reaches 5 inches in height and prior to final acceptance inspection. At a minimum this will include mowing 3 times.
8. All equipment and services necessary for required mowings shall be supplied as needed.
9. Any lawn seed which fails to germinate within 3 weeks shall be re-seeded as soon as weather and reasons permit. Spots larger than 1' diameter which are bare or thinly germinated shall be re-seeded.

3.06 PROTECTION OF THE WORK

- A. Contractor shall supply materials and services necessary to protect seeding from use during the establishment period, unless provided elsewhere.

3.07 INSPECTION AND APPROVAL

- A. Initial inspection shall be done jointly by the Landscape Architect and the Contractor at the end of the 60-day maintenance and establishment period.
 1. Areas failing to show a good stand of grass shall be raked and reseeded. Mulch shall be supplemented as required.
 2. Reseeded areas shall be maintained as specified herein.
- B. The Inspector may require the Contractor to continue operation until a specified date if, in the opinion of the Inspector, there is a large amount of over seeded area for which the Contractor is required to provide maintenance.
- C. Subsequent inspection and approval shall be in accordance with the Project Closeout procedures listed in Section 01 70 00.
- D. Final acceptance inspection shall be done jointly by the Landscape Architect and the Contractor at the completion of the establishment period.
 1. Removal of temporary fence for field protection shall be scheduled for removal based on acceptability of turf establishment.
 2. Final mowing shall be done after removal of temporary fence and shall be done at 3 inch height. Excess clippings which may be detrimental to the turf shall be removed.
 3. After final acceptance, Inspector shall arrange for the Owner to assume complete operation and maintenance of the turf.

END OF SECTION

