



STAFF REPORT

DATE: April 17, 2018

CONSENT

ITEM #: 15

AGENDA ITEM: 2018 Crack Seal Project – Accept Quotes and Award Contract

SUBMITTED BY: Amanda Groh, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council accept quotes and award a construction contract for the 2018 Crack Seal Project?

BACKGROUND: In accordance with the City’s annual street maintenance program, certain streets have been scheduled to be seal coated in 2018. See attached Location Map and Street List. Best pavement management practices recommend these streets be crack sealed in advance of a seal coat treatment. The neighborhoods to be crack sealed and seal coated this year were reviewed by Public Works and Engineering to confirm the maintenance work to be completed.

Also this year, the City received a request from Denmark Township to include Denmark Township crack seal and seal cost improvements using a Joint Services Agreement with Lake Elmo, similar to Lake Elmo’s prior practices with West Lakeland Township. The project will be led by Lake Elmo with Denmark Township reimbursing Lake Elmo their portion of the construction cost. Denmark Township will also pay Lake Elmo \$1,000 for engineering and administration fees with payment due upon award of a construction contract by the City of Lake Elmo. Construction observation services will be contracted directly by each jurisdiction for the work performed on their respective streets.

PROPOSAL DETAILS/ANALYSIS: Quotes were solicited from 4 qualified contractors and 2 quotes were received on April 6, 2018. Fahrner Asphalt Sealers, LLC submitted the lowest quote of \$8,000, consisting of \$1,800 for work on Lake Elmo streets and \$6,200 for work on Denmark Township streets. See attached tabulation for a breakdown of the quotes received. The work is required to be completed by May 25, 2018.

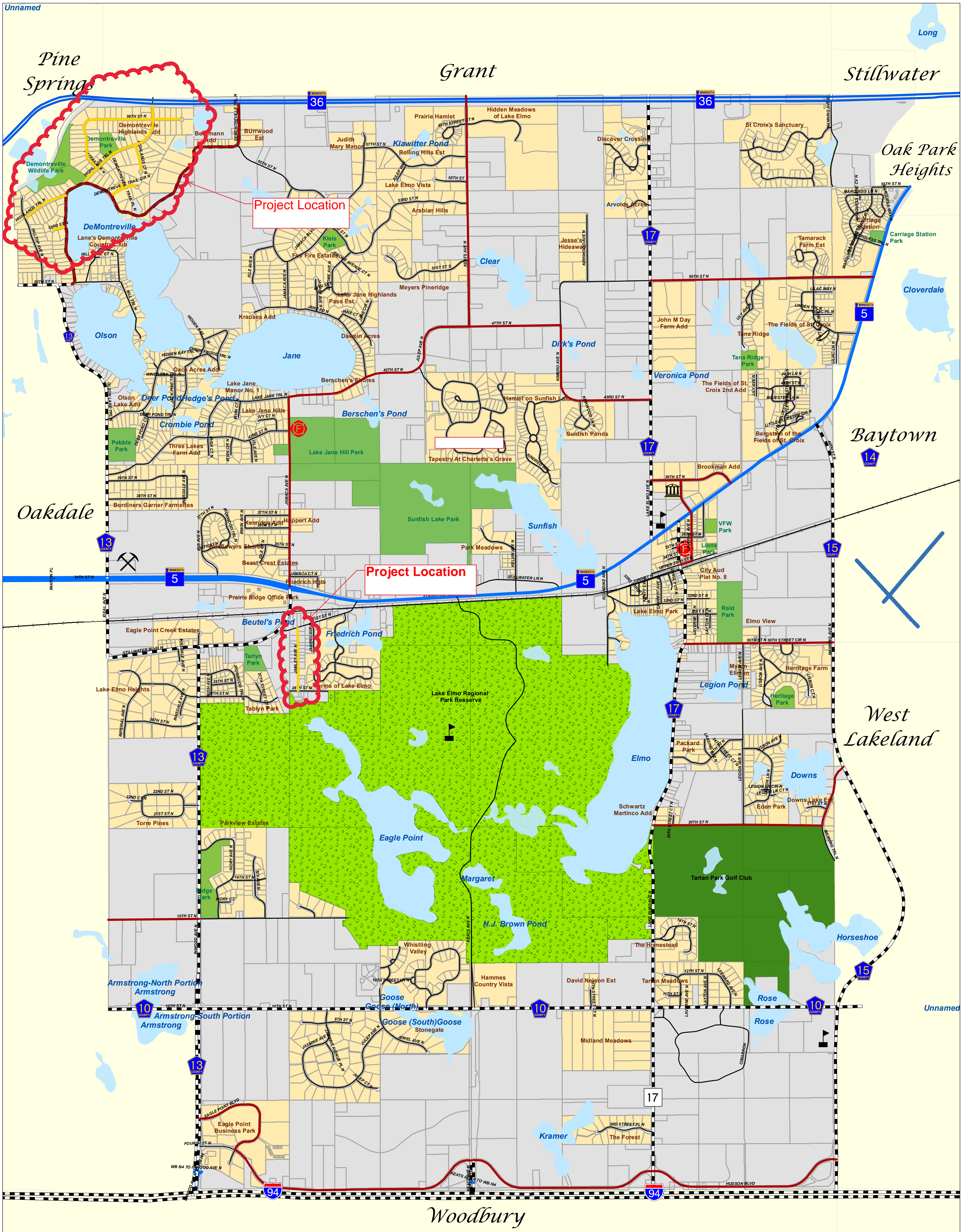
FISCAL IMPACT: Total Contract to be authorized is \$8,000. Lake Elmo costs are \$1,800 and Denmark Township costs to be reimbursed to Lake Elmo are \$6,200. The overall 2018 street maintenance budget is \$425,000 which includes annual crack sealing.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quotes and awarding a construction contract to Fahrner Asphalt Sealers, LLC. in the amount of \$8,000.00 for the 2018 Crack Seal Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to accept the quotes and award a Construction Contract to Fahrner Asphalt Sealers, LLC in the amount of \$8,000.00 for the 2018 Crack Seal Project; which includes \$1,800.00 for the City of Lake Elmo and \$6,200.00 for Denmark Township.”

ATTACHMENTS:

1. Lake Elmo Streets - Project Location Map.
2. Street List – Lake Elmo and Denmark Township.
3. Quote Tabulation.
4. 2018 Crack Seal Project – Construction Contract.



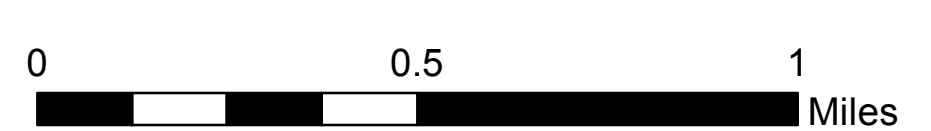
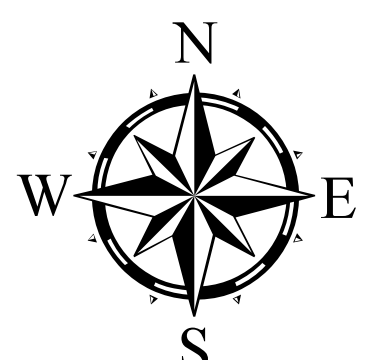
2018 Crack Seal Project

Street Legend

- 2018 Crack Seal
- State Highways
- County Roads
- City Streets
- City MSA Routes

- City Hall
3800 Laverne Avenue N
(651) 747-3900
www.lakeelmo.org
- Public Works Building
3445 Ideal Ave N
(651) 747-3940
- Fire Stations
Station No. 1
3510 Laverne Ave N
(651) 770-5006
Station No. 2
4259 Jamaca Ave N
(651) 779-8882
- Schools

- Parcel
- Subdivision
- Lakes
- City Park
- Golf Course
- Lake Elmo Regional Park Reserve
Park Office
(651) 430-8368



Map Date: February 2018

Source: MnDNR, MnDOT, ESRI

Map Document: C:\Users\mno\Documents\Lake Elmo Seal_Crack Seal_Shape File\Map.mxd
Date Saved: 3/30/2018 2:45:27 PM

2018 CRACK SEAL PROJECT - LAKE ELMO

Street Segment	From	To	Development	Length	Width	CDS	Area (SF)	Area (SY)
53RD ST N	DEMONTREVILLE TRAIL	WEST END	Demontreville Highlands 5th	392.97	32	45	17,496.63	1,944.07
59TH ST N	HIGHLANDS TRAIL N	HYTRAIL AVE	Demontreville Highlands 6th	2,003.01	32	0	64,096.33	7,121.81
59TH ST N	HIGHLANDS TRAIL N	EAST END CUL-DE-SAC	Demontreville Highlands 6th	843.15	32	45	31,902.48	3,544.72
DEMONTREVILLE TRAIL CIR N	DEMONTREVILLE TRAIL PLACE	CUL-DE-SAC	Creek Side on Demontreville	448.38	24	50	17,415.21	1,935.02
DEMONTREVILLE TRAIL CIR N	DEMONTREVILLE	DEMONTREVILLE TRAIL PLACE	Creek Side on Demontreville	404.46	24	0	9,707.10	1,078.57
DEMONTREVILLE TRAIL PL N	DEMONTREVILLE TRAIL CT	CUL-DE-SAC	Creek Side on Demontreville	185.02	24	50	11,094.57	1,232.73
HIGHLANDS CT N	HIGHLANDS TRAIL	CUL-DE-SAC	Demontreville Highlands 6th	794.48	32	46	30,599.11	3,399.90
HIGHLANDS TRL N	MN TH 36	59TH ST N	Demontreville Highlands 6th	461.08	32	0	14,754.57	1,639.40
HIGHLANDS TRL N	HIGHLANDS COURT N	HYTRAIL N	Demontreville Highlands 6th	1,324.19	32	0	42,374.03	4,708.23
HIGHLANDS TRL N	59TH ST N	HIGHLANDS COURT N	Demontreville Highlands 6th	995.74	32	0	31,863.75	3,540.42
HIGHLANDS TRL N	DEMONTREVILLE TRAIL N	HYTRAIL N	Demontreville Highlands 3rd	563.60	32	0	18,035.21	2,003.91
HYTRAIL AVE N	HIGHLANDS TRAIL N	59TH ST N	Demontreville Highlands 3rd	1,434.93	32	0	45,917.68	5,101.96
HIGHLANDS TRL N	DEMONTREVILLE TRAIL	HILLTOP AVE N	Demontreville Highlands 4th	1,384.29	32	0	44,297.38	4,921.93
JAMELY AVE N	31ST ST N	28TH ST N	Jamley	1,841.25	20	0	36,825.00	4,091.67
TOTALS								46,264.34

2018 CRACK SEAL PROJECT - DENMARK TOWNSHIP

Street Segment	From	To	Development	Length	Width	CDS	Area (SF)	Area (SY)
120TH STREET S	980' WEST OF TH 61	CUL-DE-SAC		1,928.00	29		55,912.00	6,212.44
120TH STREET S	TH 61	980' WEST OF TH 61		980.00	26		25,480.00	2,831.11
122ND STREET CIRCLE S	122ND STREET S	CUL-DE-SAC		457.00	29		13,253.00	1,472.56
122ND STREET COURT S	122ND STREET S	CUL-DE-SAC		608.00	29		17,632.00	1,959.11
122ND STREET S	120TH STREET S	122ND STREET COURT S		1,804.00	29		52,316.00	5,812.89
122ND STREET S	122ND STREET CIRCLE S	122ND STREET COURT S		488.00	29		14,152.00	1,572.44
122ND STREET S	TH 61	122ND STREET CIRCLE S		691.00	29		20,039.00	2,226.56
122ND STREET S	MORGAN AVENUE S	NEAL AVENUE S		2,100.00	24		50,400.00	5,600.00
MORGAN AVENUE S	122ND STREET S	127TH STREET S		2,610.00	24		62,640.00	6,960.00
TOTALS								34,647.11

TABULATION OF QUOTES



2018 CRACK SEAL PROJECT
 CITY OF LAKE ELMO, MINNESOTA
 PROJECT NO. 2018.110

QUOTES RECEIVED BY: APRIL 6 2018, AT 12:00PM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Gopher State Seal Coat, Inc.		Fahrner Asphalt Sealers, LLC		Astech Corp.	ACI Asphalt Contractors
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
1	LAKE ELMO: ROUT AND SEAL CRACKS	1	LS	\$ 10,980.00	\$ 10,980.00	\$ 1,800.00	\$ 1,800.00	Did Not Submit	Did Not Submit
2	DENMARK TOWNSHIP: ROUT AND SEAL CRACKS	1	LS	\$ 9,889.00	\$ 9,889.00	\$ 6,200.00	\$ 6,200.00	Did Not Submit	Did Not Submit
TOTAL					\$ 20,869.00		\$ 8,000.00	\$ -	\$ -

**CONSTRUCTION CONTRACT FOR THE
2018 CRACK SEAL PROJECT
LAKE ELMO, MINNESOTA**

This Contract, made this 17 day of April 2018, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and Fahner Asphalt Sealers (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

DESCRIPTION OF WORK: The Contractor shall rout ($\frac{3}{4}$ " x $\frac{3}{4}$ ") [*when applicable*], clean, dry, seal, and overband existing bituminous cracks in the streets shown on the attached Location Maps dated February, 2018 for Lake Elmo and Denmark Township. [*Routing is to be completed on all cracks except those with existing crack fill material.*] The work shall be completed per the applicable MnDOT Materials Lab Supplemental Specifications for Construction (2014 Edition) and in accordance with the special provisions outlined within this Construction Contract. The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

The Contractor shall provide certification that the sealant meets MnDOT 3723 or approved equal. Sealant materials may be placed during a period of rising temperature after the air temperature has reached 50 degrees F. The street surface must be completely dry and remain so throughout the application of the sealant material. The Contractor shall conduct the operation so that routing of cracks, cleaning, drying, and sealing are a continuous operation. Traffic shall not be allowed to knead together or damage the routed cracks. Routed cracks not sealed before traffic is allowed on the pavement shall be re-routed, if necessary, when routing and sealing operations resume at no additional cost to the Owner. Cleaning shall continue until the crack is dry and all dirt, dust or deleterious matter is removed from the crack and adjacent pavement to the satisfaction of the Engineer.

The cracks shall be sealed when the sealant material is at the pouring temperature recommended by the manufacturer. The Contractor shall fill the crack such that after cooling, the sealant is flush with the adjacent pavement along the edges and the center does not sag more than 1/8 inch below the pavement or shoulder surface. Care shall be taken in the sealing of the cracks so that the cracks are not overfilled and the final appearance shall present a neat fine line. Those deep cracks that experience sealant settlement shall be given a second application of sealant material. The Contractor, at their option, may use a backer rod at no additional cost to the project; however, sealant must be at least $\frac{3}{4}$ " thick over rod. The sealant shall be tack free before opening to traffic. A given quantity of sealant material shall never be heated at the pouring temperature for more than six (6) hours and shall never be reheated.

The Contractor shall replace any sealant that loses its bond within one year after the sealant is applied.

The Contractor will be paid as a Lump Sum for work completed in accordance with the Construction Contract.

All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete the proposed work by **MAY 25, 2018**.

The Owner will make payment for the whole contract upon acceptance by the Owner of all work required hereunder and in compliance with all the terms and conditions of this contract.

TOTAL AMOUNT (INSERT FROM QUOTE FORM): \$ 8,000.00

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Fahner Asphalt Sealers - Wally Butz
(Contractor) (City of Lake Elmo)

GENERAL CONDITIONS

- I. CHANGES IN WORK. - The Owner may at any time, make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner and the price therefore stated in the order.
- II. INSPECTION OF WORK. - All materials and workmanship will be subject to inspection, examination, and test, by the Owner, who will have the right to reject defective material and workmanship or require its correction.
- III. COMPLETION OF WORK. - If the Contractor refuses or fails to complete the work within the time specified in this contract, or any extension thereof, the Owner may terminate the Contractor's rights to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of **\$100** as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof: Provided, however, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.
- IV. RELEASES. - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner.
- V. OBLIGATION TO DISCHARGE LIENS. - Acceptance by the Owner of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material-person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
- VI. NOTICES AND APPROVAL IN WRITING. - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.
- VII. CLEANING UP. - The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials.
- VIII. WARRANTY. - Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. If within one year after completion of the work, any work is found to be defective, Contractor shall promptly, without cost to the Owner, correct such defective work as approved by the Owner.
- IX. IDEMNIFICATION. - Contractor shall defend and indemnify the city against claims brought or actions filed against the city or any of its officers, employees or agents for property damage, bodily injury or death to third persons, arising out of or relating to contractors work under the contract.
- X. WORKERS' COMPENSATION INSURANCE. - Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
- XI. LIABILITY INSURANCE REQUIREMENTS. - A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the city. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. The CGL insurance shall cover liability arising from premises, operations, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. The city shall be named as an additional insured under the CGL. Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident and an aggregate limit of not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.