



STAFF REPORT

DATE: May 7, 2019

CONSENT

AGENDA ITEM: 2019 Crack Seal Project – Accept Quotes and Award Contract

SUBMITTED BY: Amanda Groh, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council accept quotes and award a construction contract for the 2019 Crack Seal Project?

BACKGROUND: In accordance with the City’s annual street maintenance program, certain streets have been scheduled to be seal coated in 2019. 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.

PROPOSAL DETAILS/ANALYSIS: Quotes were solicited from 3 qualified contractors and 1 quote was received on April 25, 2019. Gopher State Sealcoat, Inc. submitted the quote of \$32,469.00 which is in line with the Engineer’s estimate. See attached quote proposal. The work is required to be completed by June 22, 2019.

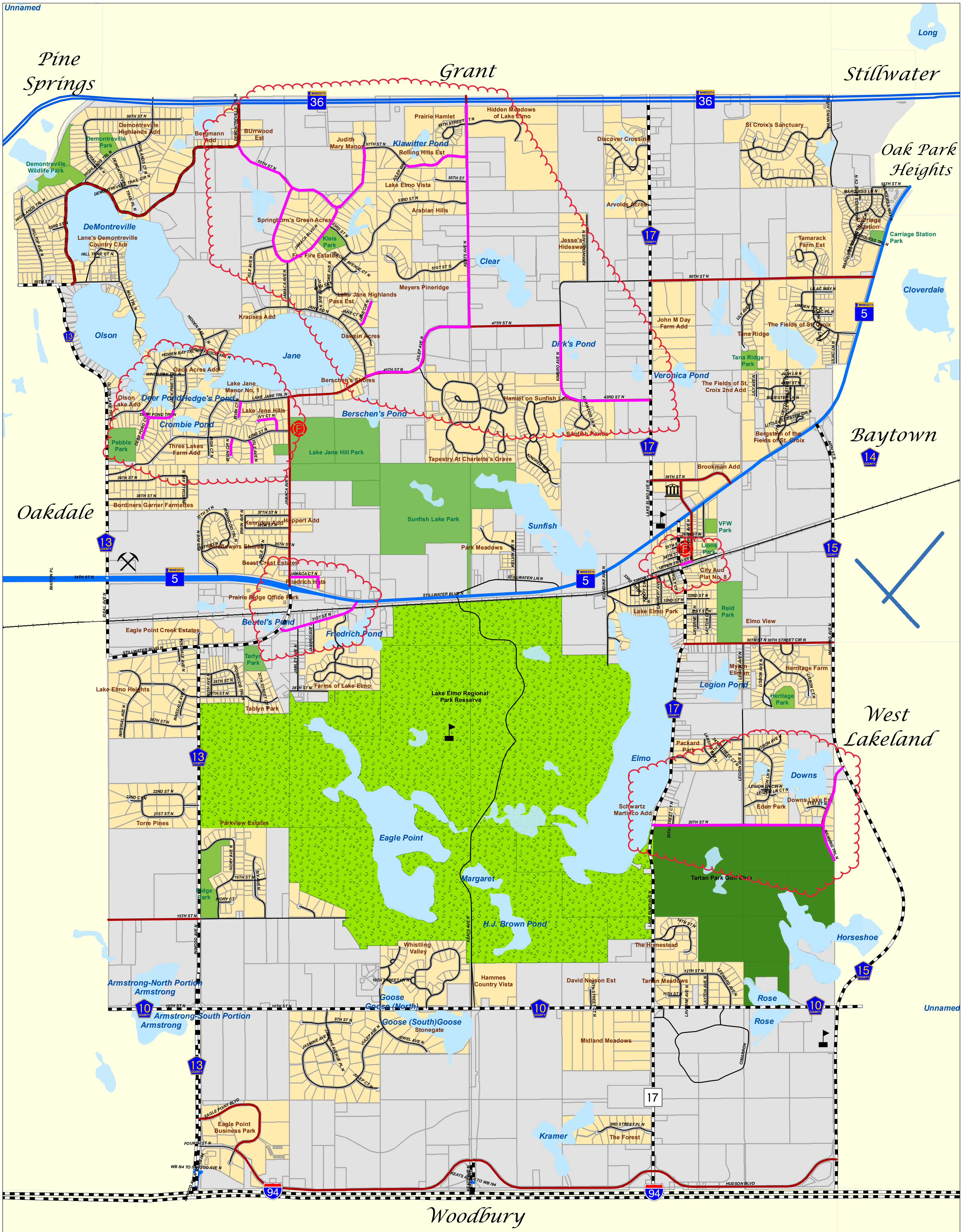
FISCAL IMPACT: Total Estimated Post-bid Project Cost is \$37,000.00. The project costs are funded through the 2019 street maintenance budget and the crack seal portion of the costs remains within the planned budget.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quote and awarding a construction contract to Gopher State Sealcoat. in the amount of \$32,469.00 for the 2019 Crack Seal Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to accept the quote and award a Construction Contract to Gopher State Sealcoat in the amount of \$32,469.00 for the 2019 Crack Seal Project.”

ATTACHMENTS:

1. Project Location Map.
2. Street List.
3. Quote Proposal.
4. 2019 Crack Seal Project – Construction Contract.



THE CITY OF
LAKE ELMO

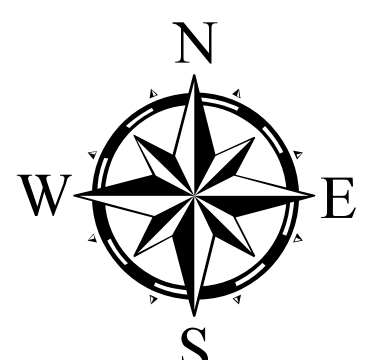
2019 Crack Seal Project

Street Legend

- 2019 Crack Seal
- State Highways
- County Roads
- City Streets
- City MSA Routes

- City Hall
3880 Laverne Avenue N, Suite 100
(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



0 0.5 1 Miles

Map Date: March 2019

Source: MnDNR, MnDOT, ESRI

Map Document: C:\Users\mno\Documents\Lake Elmo Seal_Crack Seal_Shape File\Map.mxd
Date Saved: 3/30/2019 2:45:27 PM

2019 CRACK SEAL PROJECT - LAKE ELMO

Street Segment	From	To	Development	Length	Width	CDS	Area (SF)	Area (SY)
KEATS AVE N	TH 36	59TH ST COURT	MSAS	615.00	28	0	17,220.00	1,913.33
KEATS AVE N	59TH ST COURT	57TH ST N	MSAS	955.00	28	0	26,740.00	2,971.11
KEATS AVE N	53RD ST N	51ST ST N	MSAS	1,660.00	28	0	46,480.00	5,164.44
KEATS AVE N	51ST ST N	47TH ST N	MSAS	1,930.00	28	0	54,040.00	6,004.44
KEATS AVE N	53RD ST N	55TH ST N	MSAS	640.00	28	0	17,920.00	1,991.11
KEATS AVE N	57TH ST N	55TH ST N	MSAS	736.00	28	0	20,608.00	2,289.78
JANE CIR N	JANE COURT N	CUL-DE-SAC	Lake Jane Highlands	760.00	32	47	31,259.78	3,473.31
DEER POND CT N	DEER POND TRAIL	SOUTH END	Oace Acres 5th	606.00	22	45	19,693.73	2,188.19
DEER POND TRL N	HIDDEN BAY TRAIL	DEER POND COURT	Oace Acres 3rd	282.00	24	0	6,768.00	752.00
DEER POND TRL N	DEER POND COURT	JACK PINE TRAIL	Oace Acres 3rd	868.00	20	0	17,360.00	1,928.89
MANNING TRL N	21ST ST N	EAST CITY LIMITS	MSAS	1,365.00	24	0	32,760.00	3,640.00
MANNING TRL N	20TH ST N	21ST ST N	MSAS	490.00	24	0	11,760.00	1,306.67
MANNING TRL N	20TH ST N	EAST CITY LIMITS	MSAS	1,070.00	24	0	25,680.00	2,853.33
47TH ST N	JULEP AVE	KEATS AVE	MSAS	1,240.00	32	0	39,680.00	4,408.89
45TH ST N	JANE ROAD	JULEP AVE N	MSAS	1,520.00	32	0	48,640.00	5,404.44
JULEP AVE N	TAPESTRY RD	47TH ST N	MSAS	1,090.00	32	0	34,880.00	3,875.56
IRVIN CIR N	42ND ST N	CUL-DE-SAC	Lake Jane Hills 2nd	479.00	32	45	21,689.73	2,409.97
IRVIN CT N	LAKE JANE TRAIL	CUL-DE-SAC	Lake Jane Hills 3rd	430.00	32	45	20,121.73	2,235.75
ISLE AVE N	42ND ST N	CUL-DE-SAC	Lake Jane Hills 3rd	600.00	32	46	25,847.61	2,871.96
IVY CT N	42ND ST N	CUL-DE-SAC	Lake Jane Hills 2nd	840.00	32	45	33,241.73	3,693.53
JAMACA CT N	JAMACA AVE N	SOUTH DEAD END	Friedrict Heights	1,150.00	24	0	27,600.00	3,066.67
UPPER 33RD ST N	LAKE ELMO AVE	LAVERNE AVE N	0	370.00	30	0	11,100.00	1,233.33
KIMBRO AVE N	47TH ST N	43RD ST N	MSAS	2,067.00	32	0	66,144.00	7,349.33
43RD ST N	KIMBRO AVE N	LAKE ELMO AVE N	MSAS	2,475.00	32	0	79,200.00	8,800.00
31ST ST N	CSAH 6 (STILLWATER BLVD)	JAMELY AVE N		547.00	26	0	14,222.00	1,580.22
31ST ST N	JAMELY AVE N	JONQUIL AVE N		1,438.00	26	0	37,388.00	4,154.22
31ST ST N	JONQUIL AVE N	OLD MN TH 5		503.00	26	0	13,078.00	1,453.11
55TH ST N	DEMONTREVILLE TRAIL N	STA. 5+72	Springborn's Green Acres	472.00	20	0	9,440.00	1,048.89
55TH ST N	STA 5+72	STA 21+50	Springborn's Green Acres	1,578.00	24	0	37,872.00	4,208.00
55TH ST N	STA 21+50	STA 43+30	Springborn's Green Acres	2,180.00	28	0	61,040.00	6,782.22
55TH ST N	STA 43+30	STA 57+94	Springborn's Green Acres	1,464.00	26	0	38,064.00	4,229.33
JAMACA BOULEVARD N	JAMACA AVE N	55TH ST N		2,200.00	28	0	61,600.00	6,844.44
JAMACA AVE N	55TH ST N	JAMACA BLVD		2,450.00	30	0	73,500.00	8,166.67
57TH ST N	KEATS AVE	JULEP WAY		1,820.00	26	0	47,320.00	5,257.78
20TH ST N	CSAH 17 (LAKE ELMO AVE)	20TH ST COURT N	MSAS	575.00	22	0	12,650.00	1,405.56
20TH ST N	20TH ST COURT N	LEGION AVE N	MSAS	2,041.00	22	0	44,902.00	4,989.11
20TH ST N	LEGION AVE N	MANNING TRAIL N	MSAS	2,285.00	22	0	50,270.00	5,585.56
TOTALS							1,237,780.00	137,530.00

**QUOTE PROPOSAL FOR THE
2019 CRACK SEAL PROJECT
LAKE ELMO, MINNESOTA**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	LAKE ELMO - SEAL CRACKS, ROUT AS NECESSARY	LS	1	\$32,469. ⁰⁰	\$32,469. ⁰⁰
TOTAL LAKE ELMO CRACK SEAL PROJECT				\$ 32,469. ⁰⁰	

Payment for routing and sealing of cracks in accordance with the Contract Documents will be lump sum. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

We understand and agree that the City may chose to award the project to the lowest responsible quote or in the best interest of the City. The City reserves the right to reject any or all quotes, to waive any informalities in any Quote, and to omit any part of the above work.

We agree that if this Proposal is accepted, we will execute a Contract in the form attached to this bid package. If we are awarded the Contract, we will complete the work by **JUNE 22, 2019**.

Respectfully submitted,

Firm Name Gopher State Sealcoat
 Signature Craig Olson
 Signed by Craig Olson
 Title Estimator
 Contact Phone Number 952-931-9188
 Address 12519 Rhode Island Ave
Savage, MN 55378

**CONSTRUCTION CONTRACT FOR THE
2019 CRACK SEAL PROJECT
LAKE ELMO, MINNESOTA**

This Contract, made this _____ day of _____ **2019**, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and Gopher State Sealcoat (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 Map dated March, 2019 for Lake Elmo. [*Routing is to be completed on all cracks except those with existing crack fill material.*] The work shall be completed per the applicable MnDOT Standard Specifications for Construction (2018 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 **JUNE 22, 2019**.

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): \$32,469.00

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

(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 and FOCUS Engineering, Inc. 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.