



STAFF REPORT

DATE: June 16, 2020

CONSENT

AGENDA ITEM: Accept Quotes and Award Contract for the 2020 Crack Seal Project

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Cara Geheren, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council accept quotes and award a construction contract for the 2020 Seal Coat Project?

BACKGROUND: In accordance with the City's annual street maintenance program, certain streets have been scheduled to be seal coated in 2020. See attached Location Map. The street maintenance work programmed in 2020 were reviewed jointly by Public Works and Engineering to confirm the work to be completed.

For the past several years Lake Elmo has completed this work jointly with adjacent communities to gain economies of scale, and share in engineering and administrative costs, thereby reducing the street maintenance costs for each participating community. This year, the City received a request from Denmark Township to include Denmark Township crack seal and seal coat improvements using a Joint Services Agreement with Lake Elmo. 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 \$3,000 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 3 qualified contractors and 2 quotes were received on July 3, 2020. Allied Blacktop Company submitted the quote of \$111,529.32, consisting of \$95,760.00 for the work in the City of Lake Elmo, and \$15,769.32 for the work in Denmark Township. See attached tabulation for a breakdown of the quotes received. The work is required to be completed by September 4, 2020.

FISCAL IMPACT: Total contract to be authorized is \$111,529.32. The Lake Elmo project costs are funded through the annual street maintenance budget. For 2020 the budget for these improvements is **\$565,000**. Quotes or bids have now been taken for all 2020 programmed street maintenance work including the 2020 Mill and Overlay Improvements, Crack Seal Project and Seal Coat Project. The estimated project costs and 2020 Street Maintenance Budget are summarized herein:

	<u>Planned Budget</u>	<u>Post-Bid Estimate</u>
2020 Mill and Overlay improvements	\$403,000	\$345,000
2020 Crack Seal Project	\$40,000	\$33,322
2020 Seal Coat Project	\$151,500	\$101,760
Keats Avenue Repairs	\$3,500	\$TBD
TOTALS	\$598,000	\$483,582

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quotes and awarding a construction contract to Allied Blacktop Company in the amount of \$111,529.32 for the 2020 Seal Coat 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 Allied Blacktop Company in the amount of \$111,529.32 for the 2020 Seal Coat Project; which includes \$95,760.00 for the work in the City of Lake Elmo and \$15,769.32 for the work in Denmark Township.”

ATTACHMENTS:

1. Tabulation of Quotes Received.
2. 2020 Seal Coat Project Construction Contract.
3. 2020 Lake Elmo Seal Coat Map.

TABULATION OF QUOTES

2020 SEAL COAT PROJECT
 CITY OF LAKE ELMO, MINNESOTA
 PROJECT NO. 2020.108

FOCUS ENGINEERING, inc.

QUOTES RECEIVED BY: JUNE 3, 2020, AT END OF DAY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Allied Blacktop Company		Pearson Bros, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	LAKE ELMO: BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	114,000	SY	\$ 0.84	\$ 95,760.00	\$ 1.07	\$ 121,980.00
2	DENMARK TOWNSHIP: BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	18,773	SY	\$ 0.84	\$ 15,769.32	\$ 1.09	\$ 20,462.57
TOTAL					\$ 111,529.32	\$ 142,442.57	\$ -

**CITY OF LAKE ELMO, MINNESOTA
2020 SEAL COAT PROJECT
PROJECT NO. 2020.108**

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**CONSTRUCTION CONTRACT FOR THE
2020 SEAL COAT PROJECT
LAKE ELMO, MINNESOTA**

This Contract, made this 16th day of JUNE **2020**, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and Allied Blacktop Company (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 place signage, sweep clean, and seal coat the streets shown on the attached Location Maps dated May, 2020 for Lake Elmo and Denmark Township. The work shall be completed per the applicable MnDOT Standard Specifications for Construction (2018 Edition) and in accordance with the specifications and special provisions outlined within this Construction Contract. The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

Bituminous material shall be MnDOT 2356, CRS-2P Emulsified Asphalt. Cover aggregate material shall be 1/8 inch Dresser Trap Rock, or approved equal.

All work shall be in accordance with MnDOT "Standard Specifications for Construction", Section 2356. In addition, the following requirements shall apply: Cleaning and sweeping of the streets prior to the seal coating shall be done by the Contractor. Sweeping the excess seal coat aggregate from the streets and picking it up after seal coating will be done by the Contractor. Excess aggregate shall be swept up no sooner than seven (7) days after the seal coat application, depending on the breaking and curing of the asphalt, as determined by the Engineer. 30 days following the initial sweeping, the Contractor shall sweep off the remaining surplus aggregate over the project area. All surplus aggregate shall be swept up by the Contractor as determined by the Engineer. Multiple pick-up sweeps may be required if excess seal coat aggregate remains on the street, as determined by the Engineer. Excess seal coat aggregate resulting from street sweeping shall be disposed of by the Contractor. Cleaning and sweeping shall be considered incidental to the unit prices shown on the Quote Form. The Contractor shall be responsible for signing or otherwise preventing the parking of vehicles on the street the day of seal coating. Any areas which cannot be sealed due to parked vehicles shall be touched up by the Contractor after the vehicle can be moved. No additional compensation will be given.

The bituminous seal coating material application rates shall be:

- A. Emulsified Asphalt to be applied at 0.24-0.26 gallons per square yard.
- B. 1/8 inch Dresser Trap Rock, or approved equal to be applied at 20-23 pounds per square yard.
- C. Application rates may be varied by the Engineer in the field as different surface conditions are encountered.
- D. Load tickets from the refinery and weight tickets shall be furnished to the Engineer

All seal coat work shall carry a one-year warranty period against any loss of adhesion.

The Contractor will be paid per Square Yard 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 **SEPTEMBER 4, 2020**.

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): \$111,529.32

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. INDEMNIFICATION. - 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.

**QUOTE PROPOSAL FOR THE
2020 SEAL COAT PROJECT
LAKE ELMO, MINNESOTA**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	SY	114,000	0.84	95,760.00
TOTAL LAKE ELMO SEAL COAT PROJECT				\$	95,760.00

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	SY	18,773	0.84	15,769.32
TOTAL DENMARK SEAL COAT PROJECT				\$	15,769.32

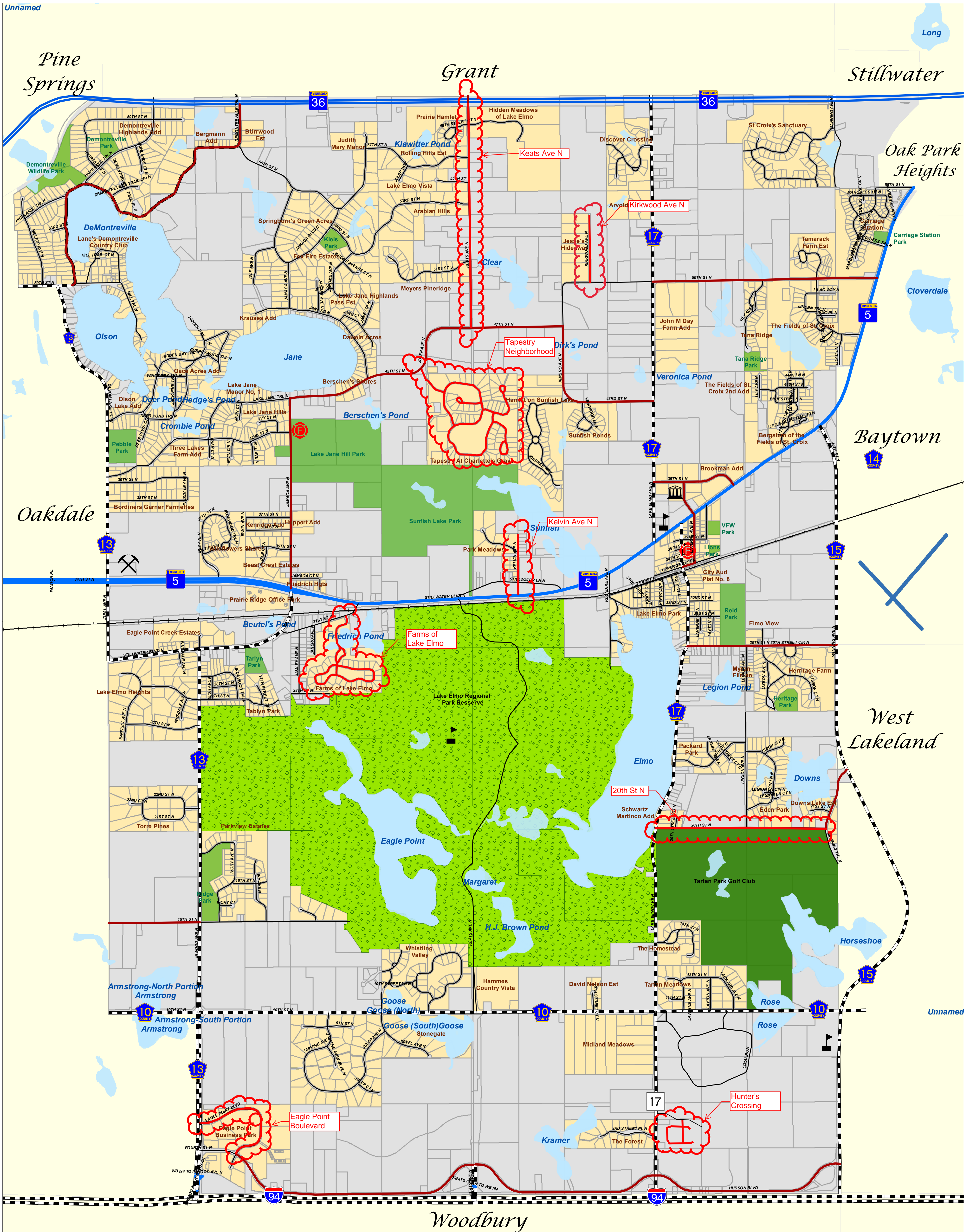
Payment for seal coating of project streets in accordance with the Contract Documents will be per Square Yard. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

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 **SEPTEMBER 4, 2020**.

Respectfully submitted,

Firm Name Allied Blacktop Company
 Signature Peter M Capistrant
 Signed by Peter Capistrant
 Title President
 Contact Phone Number 763-425-0575
 Address Allied Blacktop Company
10503 89th Avenue North
Maple Grove, MN 55369













THE CITY OF
LAKE ELMO

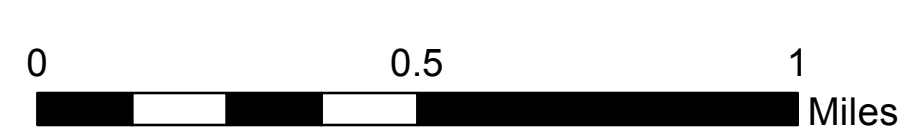
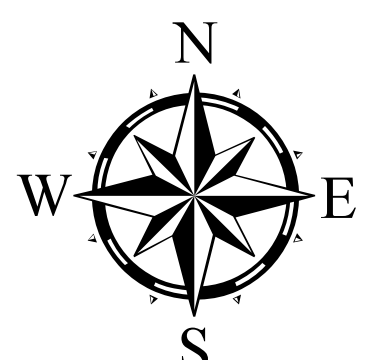
2020 Seal Coat Project

Street Legend

- 2020 Seal Coat
- 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

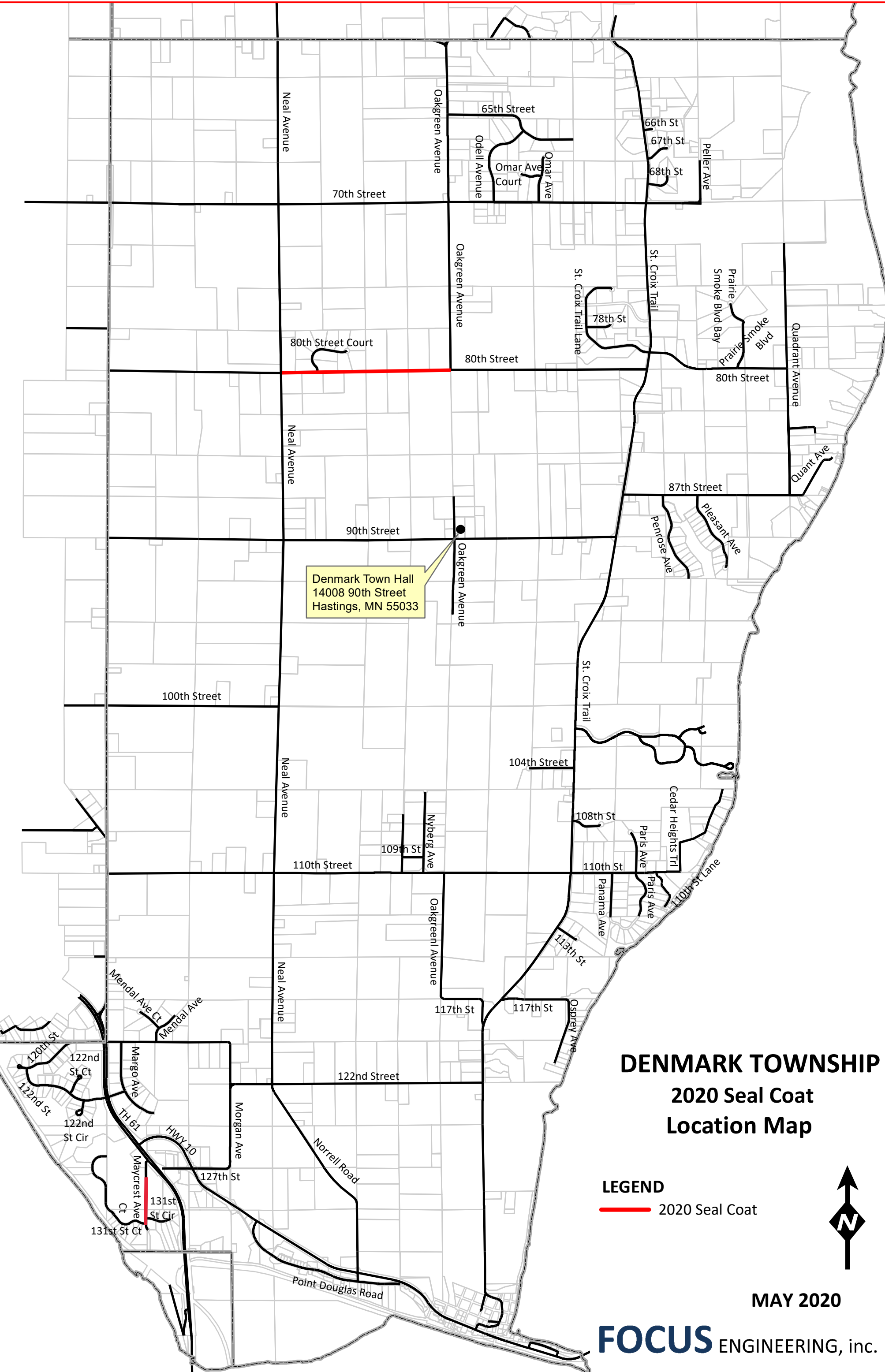
Station No. 2
4259 Jamaca Ave N
(651) 779-8882
-  Schools
-  Parcel
-  Subdivision
-  Lakes
-  City Park
-  Golf Course
-  Lake Elmo Regional Park Reserve
Park Office
(651) 430-8368



Map Date: May 2020

Map Document: C:\Users\mcd\OneDrive\Lake Elmo Seal Coat\Seal Coat Shape Files\Map.mxd
Date Saved: 3/30/2016 2:45:27 PM

Source: MnDNR, MnDOT, ESRI



Denmark Town Hall
14008 90th Street
Hastings, MN 55033

DENMARK TOWNSHIP 2020 Seal Coat Location Map

LEGEND
— 2020 Seal Coat



MAY 2020

FOCUS ENGINEERING, inc.

2020 SEAL COAT PROJECT - LAKE ELMO

Street Segment	From	To	Development	Length	Width	CDS	Area (SF)	Area (SY)
KEATS AVE N *	TH 36	59TH ST COURT	MSAS	621.00	28	0	17,388.00	1,932.00
KEATS AVE N *	59TH ST COURT	57TH ST N	MSAS	949.00	28	0	26,572.00	2,952.44
KEATS AVE N *	57TH ST N	55TH ST N	MSAS	708.00	28	0	19,824.00	2,202.67
KEATS AVE N *	55TH ST N	53RD ST N	MSAS	643.00	28	0	18,004.00	2,000.44
KEATS AVE N *	53RD ST N	51ST ST N	MSAS	1,655.00	28	0	46,340.00	5,148.89
KEATS AVE N *	51ST ST N	47TH ST N	MSAS	1,925.00	28	0	53,900.00	5,988.89
45TH STREET	JULEP AVE N	TAPESTRY TRAIL	Tapestry at Charlotte's Grove	989.00	23	0	22,747.00	2,527.44
TAPESTRY GROVE	TAPESTRY ROAD	CUL-DE-SAC	Tapestry at Charlotte's Grove	1,059.00	22	0	23,298.00	2,588.67
TAPESTRY HILL	TAPESTRY ROAD	CUL-DE-SAC	Tapestry at Charlotte's Grove	1,742.00	22	0	38,324.00	4,258.22
TAPESTRY ROAD	45TH STREET	TAPESTRY GROVE	Tapestry at Charlotte's Grove	1,554.00	22	0	34,188.00	3,798.67
TAPESTRY ROAD	TAPESTRY GROVE	TAPESTRY BEND	Tapestry at Charlotte's Grove	193.00	22	0	4,246.00	471.78
TAPESTRY ROAD	TAPESTRY BEND	TAPESTRY TRAIL	Tapestry at Charlotte's Grove	1,098.00	22	0	24,156.00	2,684.00
TAPESTRY ROAD	TAPESTRY TRAIL	TAPESTRY HILL	Tapestry at Charlotte's Grove	2,660.00	22	0	58,520.00	6,502.22
TAPESTRY ROAD	TAPESTRY HILL	TAPESTRY BEND	Tapestry at Charlotte's Grove	286.00	22	0	6,292.00	699.11
TAPESTRY TRAIL	45TH STREET	TAPESTRY ROAD	Tapestry at Charlotte's Grove	1,056.00	22	0	23,232.00	2,581.33
TAPESTRY BEND	TAPESTRY ROAD	TAPESTRY ROAD	Tapestry at Charlotte's Grove	345.00	22	0	7,590.00	843.33
TAPESTRY BEND	TAPESTRY ROAD	CUL-DE-SAC	Tapestry at Charlotte's Grove	1,567.00	22	0	34,474.00	3,830.44
EAGLE POINT BLVD	CSAH 13 (INWOOD AVE)	HUDSON BLVD	MSAS	3,473.00	36	0	125,028.00	13,892.00
JONQUIL AVE N (SOUTHBOUND)	31ST ST	ENTRANCE SPLIT	Farms of Lake Elmo	235.00	20	0	4,700.00	522.22
JONQUIL AVE N (NORTHBOUND)	31ST ST	ENTRANCE SPLIT	Farms of Lake Elmo	290.00	20	0	5,800.00	644.44
JONQUIL AVE N	ENTRANCE SPLIT	ONE-WAY SPLIT	Farms of Lake Elmo	843.00	23	0	19,389.00	2,154.33
JONQUIL AVE N (SOUTHBOUND)	ONE-WAY SPLIT	ONE-WAY SPLIT	Farms of Lake Elmo	530.00	19	0	10,070.00	1,118.89
JONQUIL AVE N (NORTHBOUND)	ONE-WAY SPLIT	ONE-WAY SPLIT	Farms of Lake Elmo	785.00	19	0	14,915.00	1,657.22
JONQUIL AVE N	ONE-WAY SPLIT	SOUTH END	Farms of Lake Elmo	340.00	23	0	7,820.00	868.89
JONQUIL TRAIL (WEST LOOP)	JONQUIL AVE	JONQUIL AVE	Farms of Lake Elmo	1,651.00	25	0	41,275.00	4,586.11
JONQUIL TRAIL (EAST LOOP)	JONQUIL AVE	JONQUIL AVE	Farms of Lake Elmo	2,478.00	24	0	59,472.00	6,608.00
LAVERNE AVE N	5TH ST N	4TH ST N	Hunter's Crossing 1st - 2nd	207.00	16	0	3,312.00	368.00
LAVERNE AVE N	4TH ST N	3RD ST N	Hunter's Crossing 1st - 2nd	459.00	28	0	12,852.00	1,428.00
4TH ST N	LANGLY AVE N	LAVERNE AVE N	Hunter's Crossing 1st - 2nd	386.00	28	0	10,808.00	1,200.89
4TH ST N	LAVERNE AVE N	CUL-DE-SAC	Hunter's Crossing 1st - 2nd	261.00	28	45	13,669.73	1,518.86
3RD ST N	LANGLY AVE N	LAVERNE AVE N	Hunter's Crossing 1st - 2nd	371.00	28	0	10,388.00	1,154.22
3RD ST N	LAVERNE AVE N	CUL-DE-SAC	Hunter's Crossing 1st - 2nd	350.00	28	45	16,161.73	1,795.75
LANGLY AVE N	4TH ST N	3RD ST N	Hunter's Crossing 1st - 2nd	417.00	28	0	11,676.00	1,297.33
KELVIN AVE N	CSAH 14	KELVIN AVE CT	2016 Street Imp	1,275.00	20	0	25,500.00	2,833.33
KELVIN AVE N	KELVIN AVE CT	CUL-DE-SAC	2016 Street Imp	532.00	20	47	17,579.78	1,953.31
KIRKWOOD AVE N	50TH ST N	CUL-DE-SAC	2016 Street Imp	1,922.00	22	45	48,645.73	5,405.08
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							1,025,979.00	114,000.00

* Pavement markings will need to be tabbed prior to seal coating (incidental)

2020 SEAL COAT PROJECT - DENMARK TOWNSHIP

Street Segment	From	To	Development	Length	Width	CDS	Area (SF)	Area (SY)
80TH ST S	NEAL AVE S	80TH ST CT S	0	1,146.00	24	0	27,504.00	3,056.00
80TH ST S *	80TH ST CT S	OAKGREEN AVE S	0	4,186.00	24	0	100,464.00	11,162.67
MAYCREST AVE S	1,385 FT N OF 131ST ST CIR S	131ST ST CIR S	0	1,385.00	26	0	36,010.00	4,001.11
MAYCREST AVE S	131ST ST CIR N	131ST ST CT S	0	199.00	25	0	4,975.00	552.78
TOTALS							168,953.00	18,772.56

* Pavement markings will need to be tabbed prior to seal coating (incidental)

SECTION 0410 – RESPONSIBLE CONTRACTOR VERIFICATION

Applies to all Bids in excess of \$50,000

A "Responsible Contractor" is defined in Minnesota Statutes, Section 16C.285, subdivision 3. Any prime contractor or subcontractor who does not meet minimum criteria under Minnesota Statutes Section 16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a contractor or subcontractor that makes a false statement.

A contractor shall submit to the Owner upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16c.285, subdivision 3, clause 7.

By signing this statement, I Peter Capistrant (typed or printed name),
President (title) certify that I am an owner or officer of this company and do verify under oath that my company is in compliance with each of the minimum criteria listed under Minnesota Statutes, section 16c.285, subdivision 3.

Company Name (typed or printed): Allied Blacktop Company

By: Peter M Capistrant
(Signature)

Name (typed or printed): Peter Capistrant

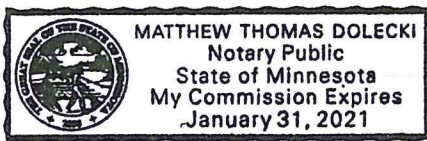
Title: President

Bidder's Business Address 10503 89th Ave N
Maple Grove, MN 55369

DATE June 3, 2020.

STATE OF MINNESOTA }
COUNTY OF Hennepin } ss.

The foregoing instrument was acknowledged before me this 3 day of June, 2020, by Peter Capistrant



[Signature]
Notary Public

SECTION 1100 – SUMMARY OF WORK

GENERAL REQUIREMENTS

1. **WORK COVERED BY CONTRACT DOCUMENTS:** Under this Section of the Specifications the work contemplated consists of furnishing all labor, materials, skills, equipment, and facilities required for a complete seal coat treatment for the designated streets provided for within these Plans and Specifications. The work shall include:
 - A. Place signs indicating “No Parking–Seal Coating Tomorrow” or similar language. Notification must be provided at least 24-hours but not more than 36-hours in advance of work.
 - B. Place signs indicating “Loose Gravel” on each street to be seal coated (locations to be approved by the Engineer). All signs shall be installed prior to the commencement of seal coating operations. The Contractor shall remove said signs within 48 hours of completing all sweeping of excess aggregate.
 - C. Sweep the streets clean and free of debris before the bituminous application. Streets must be free from any standing water before the bituminous application.
 - D. Place sand or felt over gate valves and manholes before placing bituminous material on streets. The sand or felt will be supplied by the Contractor.
 - E. Delineate existing pavement markings along all streets (pavement markers to be approved by the Engineer).
 - F. Place the bituminous material.
 - G. Place the cover aggregate.
 - H. Roll the surface with pneumatic tired rollers.
 - I. Pick up sweep and properly dispose of the excess cover aggregate and general cleanup. Excess aggregate shall be swept up no sooner than seven (7) days after the seal coat application, depending on the breaking and curing of the asphalt, as determined by the Engineer. 30 days following the initial sweeping, the Contractor shall sweep off the remaining surplus aggregate over the project area. All surplus aggregate shall be swept up by the Contractor as determined by the Engineer. All required sweeping events shall be considered incidental to the Contract with no additional compensation. The surplus aggregate swept from the streets shall be the responsibility of the Contractor.
2. **TRAFFIC CONTROL:** The Contractor shall be responsible for signing or otherwise preventing the parking of vehicles on the street the day of seal coating. Any areas which cannot be sealed due to parked vehicles shall be touched up by the Contractor after the vehicle can be moved. No additional compensation will be given. The Contractor shall provide all necessary traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). All signage must be removed within 48-hours of completing the work. All traffic control and mobilization is incidental to the Contract.
3. **SEQUENCE OF WORK:** All work must be completed in accordance with Section 3.02 and 3.03 of the Agreement and according to each milestone listed herein. Once the Contractor initiates the placement of bituminous material on any street for the project the work must proceed diligently without interruption until all aggregate has been placed and rolled for all streets scheduled for seal coating, except for interruptions to work operations due to contract working hours and/or weather conditions. The Contractor must begin sweeping of excess aggregate on the seventh day following the final placement of the aggregate, unless otherwise approved by the Engineer. Once sweeping operations begin, the sweeping work must proceed

diligently without interruption until all excess aggregate has been removed for all streets on the project, except for interruptions to work operations due to contract working hours and/or weather conditions.

4. WORK UNDER OTHER CONTRACTS: The City may choose to perform minor repairs or seal individual cracks prior to seal coating. The Contractor must obtain approval from the City prior to seal coating any street segment.
5. WORK LOCATION: The streets to be seal coated are listed in the Appendix.
6. CONTRACTOR USE OF PREMISES: The Contractor's operations shall be confined to the areas covered in the right-of-way and easements granted to the Owner. Any procedures by the Contractor of any sort beyond the limits indicated shall be the sole responsibility of the Contractor who shall save the Owner harmless from any claim for damages due to trespassing.
7. MEASUREMENT AND PAYMENT: Seal coating shall be measured and paid by the Square Yard of the actual area covered with bituminous material and cover aggregate and shall cover all costs associated with a complete project as specified herein (including delineation of any existing striping and additional pick-up sweep events necessary as determined by the Engineer).
8. WARRANTY: In accordance with the Section 13.07 of the Supplementary Conditions, all seal coat work shall carry a one-year warranty period against any loss of adhesion.

SECTION 3212 – SEAL COATING

SCOPE

Under this Section shall be included the furnishing of all material, equipment, labor and skills necessary to construct a bituminous seal coat.

GENERAL REQUIREMENTS

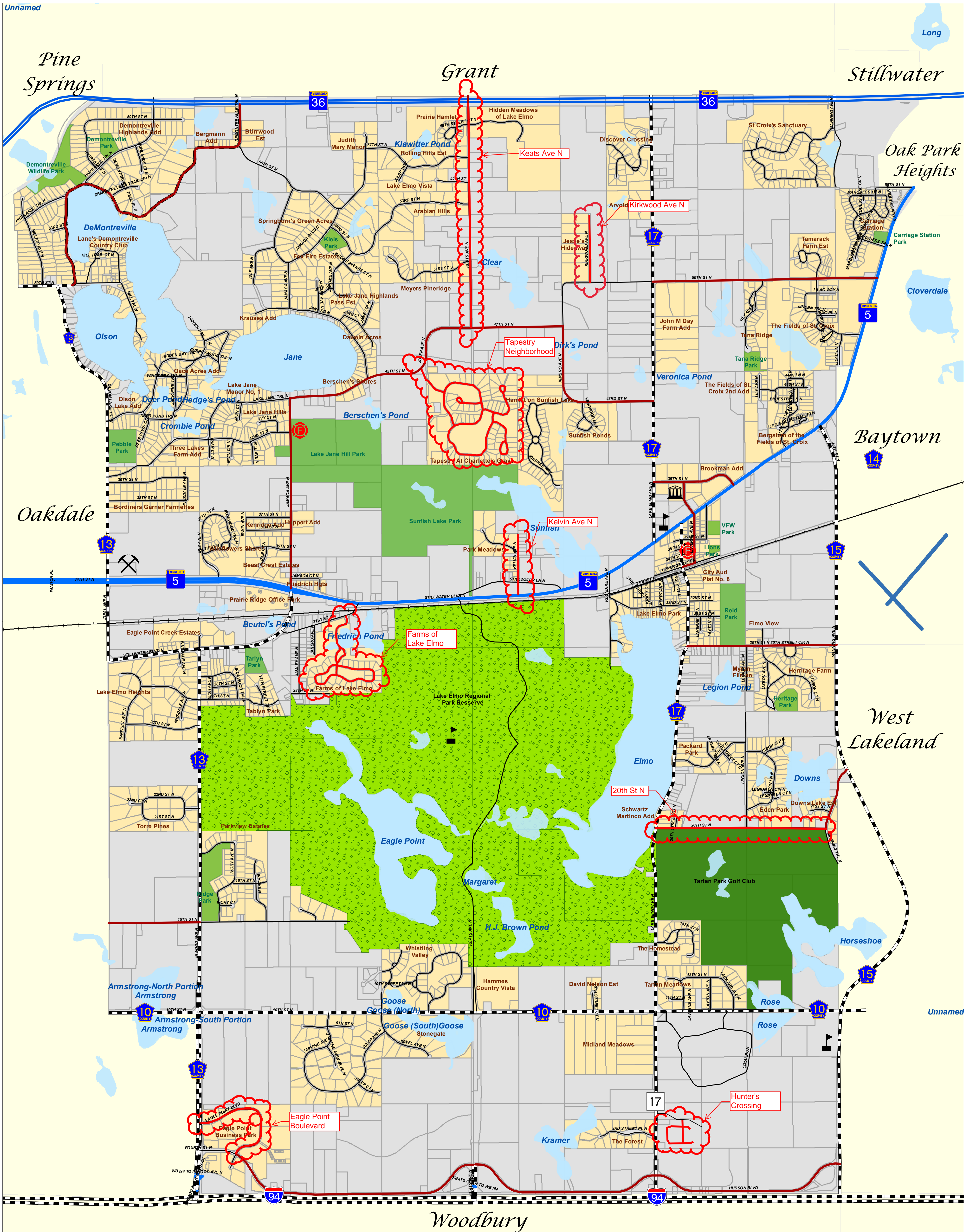
1. **BASIS OF PAYMENT:** Measurement and Payment shall be by the square yard, complete in place and paid for the price in the BID PROPOSAL.

PRODUCTS

1. **BITUMINOUS MATERIAL:** The material shall be Mn/DOT 2356, CRS-2P Emulsified Asphalt. Bituminous material shall be measured by gallon volume of material at 60 degrees F from manifest collected with each load received at the site on the day the material is actually placed.
2. **COVER AGGREGATE:** The material shall be 1/8 inch Dresser Trap Rock, or approved equal. Aggregate shall be delivered by Ton on the basis of weight tickets received at the site on the day the material is actually placed to check application rate.

EXECUTION

1. **GENERAL:** All work shall be in accordance with Mn/DOT "Standard Specifications for Construction", Section 2356. In addition, the following requirements shall apply.
2. **STREET SWEEPING:** Cleaning and sweeping of the streets prior to the seal coating shall be done by the Contractor. Sweeping the excess seal coat aggregate from the streets and picking it up after seal coating will be done by the Contractor. Multiple pick-up sweeps may be required if excess seal coat aggregate remains on the street, as determined by the Engineer. Excess seal coat aggregate resulting from street sweeping shall be disposed of by the Contractor. Cleaning and sweeping shall be considered incidental to the unit prices shown in the Bid Proposal.
3. **TRAFFIC CONTROL:** The Contractor shall be responsible for signing or otherwise preventing the parking of vehicles on the street the day of seal coating. Any areas which cannot be sealed due to parked vehicles shall be touched up by the Contractor after the vehicle can be moved. No additional compensation will be given.
4. **APPLICATION RATES:** The bituminous seal coating material application rates shall be:
 - A. Emulsified Asphalt to be applied at 0.24-0.26 gallons per square yard.
 - B. 1/8 inch Dresser Trap Rock, or approved equal to be applied at 20-23 pounds per square yard.
 - C. Application rates may be varied by the Engineer in the field as different surface conditions are encountered.
 - D. Load tickets from the refinery and weight tickets shall be furnished to the Engineer.













THE CITY OF
LAKE ELMO

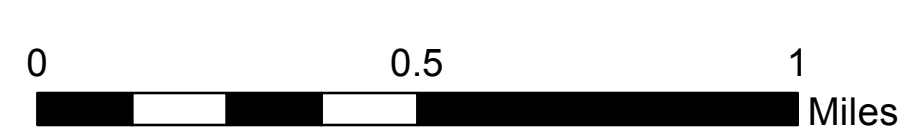
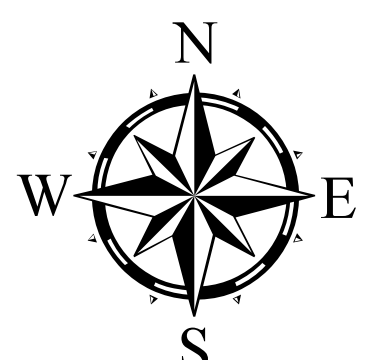
2020 Seal Coat Project

Street Legend

- 2020 Seal Coat
- 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



Map Date: May 2020

Map Document: C:\Users\mcd\OneDrive\Lake Elmo Seal Coat\Seal Coat Shape Files\Map.mxd
Date Saved: 3/30/2016 2:45:27 PM

Source: MnDNR, MnDOT, ESRI