



STAFF REPORT

DATE: June 2, 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 Crack Seal Project?

BACKGROUND: In accordance with the City's annual street maintenance program, certain streets have been scheduled to be cracked sealed in 2020. See attached Location Map. Best pavement management practices recommend these streets be crack sealed in advance of a seal coat treatment, therefore all streets scheduled for a seal coat treatment in 2020 are included. 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 cost 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 4 qualified contractors and 2 quotes were received on May 27, 2020. Gopher State Sealcoat, Inc. submitted the quote of \$39,835.00, consisting of \$30,322.00 for the City of Lake Elmo, and \$9,513.00 for Denmark Township. See attached tabulation for a breakdown of the quotes received. The work is required to be completed by July 11, 2020.

FISCAL IMPACT: Total contract to be authorized is \$39,835.00. The Lake Elmo project costs are funded through the 2020 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, Inc. in the amount of \$39,835.00 for the 2020 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, Inc. in the amount of \$39,835.00 for the 2020 Crack Seal Project; which includes \$30,322.00 for the City of Lake Elmo and \$9,513.00 for Denmark Township.”

ATTACHMENTS:

1. Tabulation of Quotes Received.
2. 2020 Crack Seal Project Construction Contract.

TABULATION OF QUOTES

2020 CRACK SEAL PROJECT
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2020.109



QUOTES RECEIVED BY: MAY 27, AT END OF DAY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Gopher State		Fahrner Asphalt Sealers	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	LAKE ELMO: ROUT AND SEAL CRACKS	1	LS	\$30,322.00	\$30,322.00	\$42,022.09	\$42,022.09
2	DENMARK TOWNSHIP: ROUT AND SEAL CRACKS	1	LS	\$9,513.00	\$9,513.00	\$18,521.47	\$18,521.47
TOTAL					\$39,835.00		\$60,543.56

**CITY OF LAKE ELMO, MINNESOTA
2020 CRACK SEAL PROJECT
PROJECT NO. 2020.109**

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

This Contract, made this **2nd** day of **June 2020**, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and **Gopher State Sealcoat, Inc.** (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 May, 2020 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 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 **JULY 11, 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): **\$39,835.00**

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. 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 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	30322. ⁰⁰	30322. ⁰⁰
TOTAL LAKE ELMO CRACK SEAL PROJECT				\$ 30322. ⁰⁰	

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	DENMARK TOWNSHIP - SEAL CRACKS, ROUT AS NECESSARY	LS	1	9513. ⁰⁰	9513. ⁰⁰
TOTAL DENMARK TOWNSHIP CRACK SEAL PROJECT				\$ 9513. ⁰⁰	

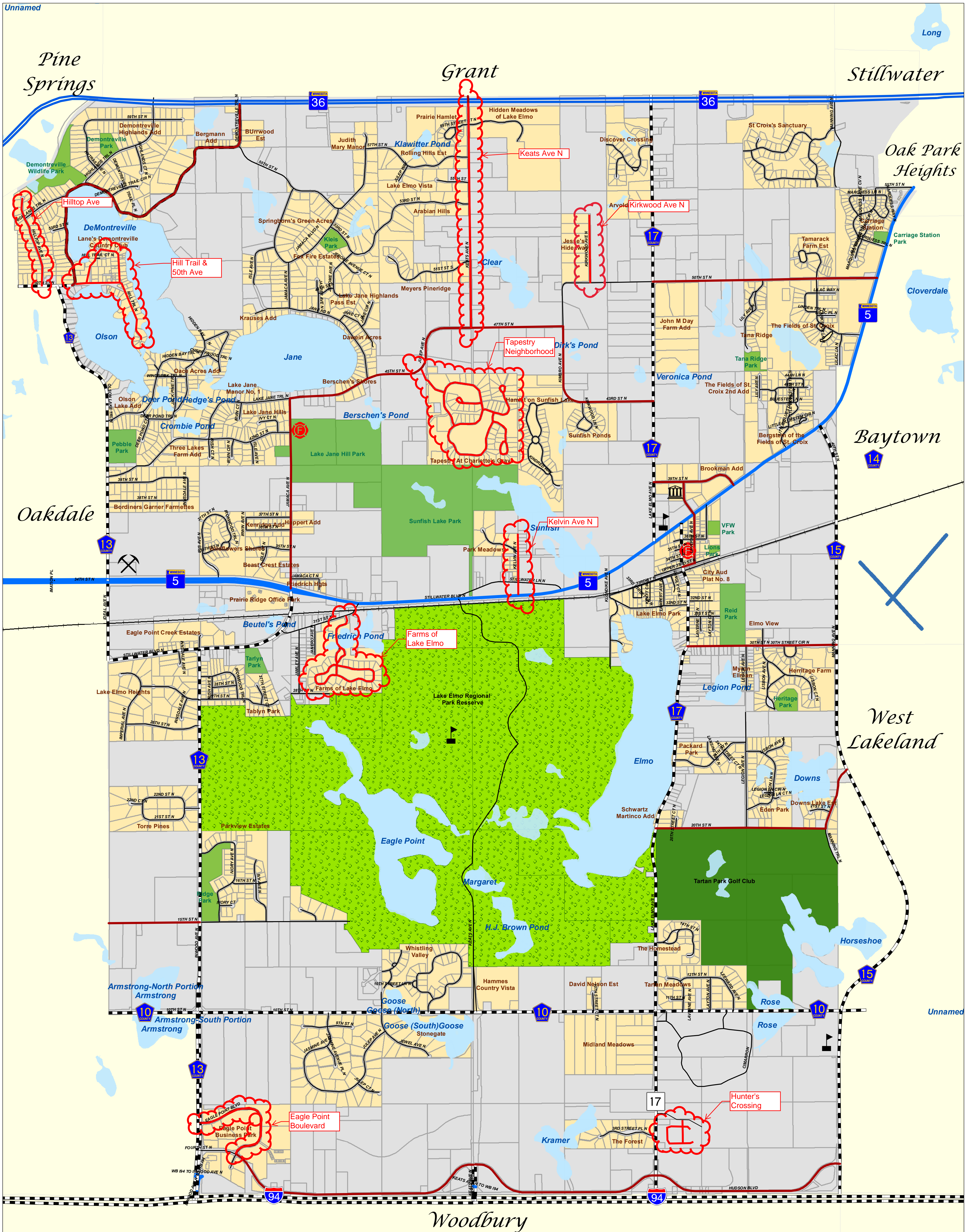
Payment for routing and sealing of cracks in accordance with the Contract Documents will be lump sum. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

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 **JULY 11, 2020**.

Respectfully submitted,

Firm Name Gopher State Sealcoat, Inc.
 Signature Craig Olson
 Signed by Craig Olson
 Title Estimator
 Contact Phone Number 612-978-2072
 Address 12519 Rhode Island Ave S.
Savage, MN 55378

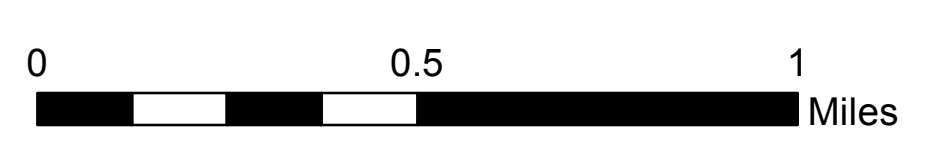
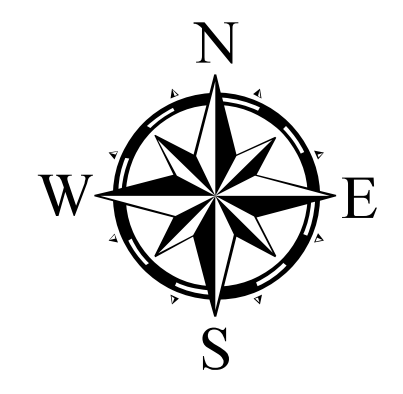


2020 Crack Seal Project

Street Legend	
	2020 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 Jamaica Ave N
(651) 779-8882
- Schools

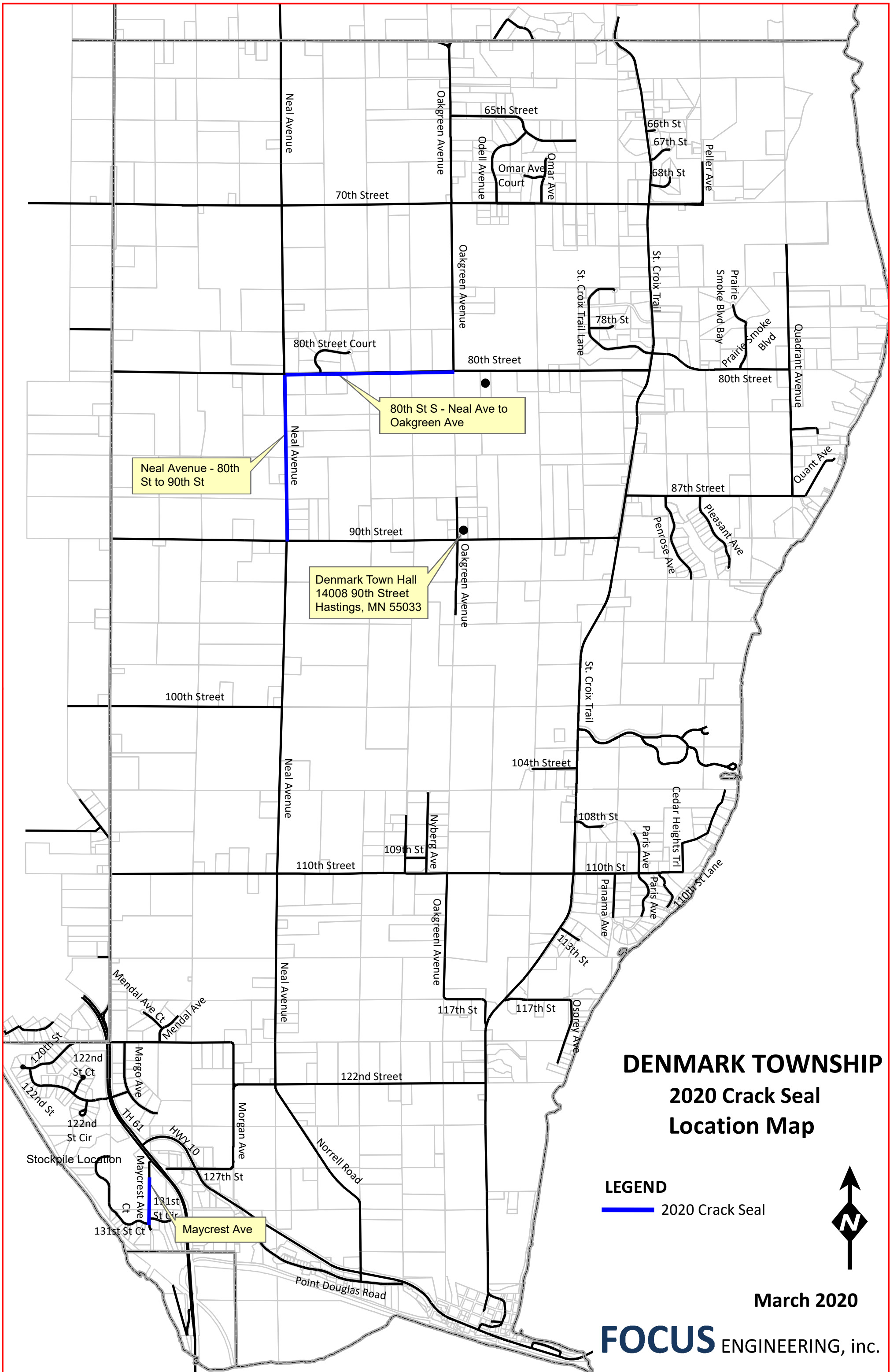
- Parcel
- Subdivision
- Lakes
- City Park
- Golf Course
- Lake Elmo Regional Park Reserve
Park Office
(651) 430-8368



Map Date: May 2020

Source: MnDNR, MnDOT, ESRI

Map Document: C:\Users\mno\Documents\Lake Elmo Seal_Crack Seal_Shape File\Map.mxd
Date Saved: 3/30/2016 2:45:27 PM



Neal Avenue - 80th St to 90th St

80th St S - Neal Ave to Oakgreen Ave

Denmark Town Hall
14008 90th Street
Hastings, MN 55033

Maycrest Ave

DENMARK TOWNSHIP 2020 Crack Seal Location Map

LEGEND
— 2020 Crack Seal



March 2020

FOCUS ENGINEERING, inc.

2020 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	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
50TH ST N	HILL TRAIL N	HILL TRAIL N	Lane's Demontreville Country Clut	968.00	23	0	22,264.00	2,473.78
50TH ST N	DEMONTREVILLE TRAIL	HILL TRAIL N	Lane's Demontreville Country Clut	345.00	22	0	7,590.00	843.33
HILL TRL N	50TH ST N	50TH ST N	Lane's Demontreville Country Clut	2,419.00	20	0	48,380.00	5,375.56
HILL TRL N	50TH ST N	CUL-DE-SAC	Lane's Demontreville Country Clut	1,849.00	18	25	35,245.50	3,916.17
HILLTOP AVE N	HIGHLANDS TRAIL N	CUL-DE-SAC	Demontreville Highlands 4th	605.00	30	45	24,511.73	2,723.53
HILLTOP AVE N	50TH ST N	HIGHLANDS TRAIL	Demontreville Highlands 4th	2,043.00	30	0	61,290.00	6,810.00
TOTALS							1,117,440.00	124,160.00

2020 CRACK SEAL 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		1,146.00	24	0	27,504.00	3,056.00
80TH ST S	80TH ST CT S	OAKGREEN AVE S		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		1,385.00	26	0	36,010.00	4,001.11
MAYCREST AVE S	131ST ST CIR N	131ST ST CT S		199.00	25	0	4,975.00	552.78
NEAL AVE S	80TH ST S	90TH ST S		5,253.00	24	0	126,072.00	14,008.00
TOTALS							295,030.00	32,780.56