



STAFF REPORT

DATE: August 18, 2020
CONSENT

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

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Mike Rusenovich, Project Engineer

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

BACKGROUND: In accordance with the City's annual street maintenance program, certain streets need to be re-striped or receive updated pavement markings, in particular those street segments that receive seal coating that covers up the existing in-place stripes and markings. The streets that require striping in 2020 include only these streets that were seal coated. See attached Location Map. The street maintenance work programmed in 2020 was reviewed jointly by Public Works and Engineering to confirm the work to be completed.

PROPOSAL DETAILS/ANALYSIS: Quotes were solicited from 2 qualified contractors and 2 quotes were received on July 31, 2020. Sir Lines-A-Lot Line Striping Company submitted the lowest quote in the amount of \$14,110.60. See attached Quotations 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 \$14,110.60. The Lake Elmo project costs are funded through the 2020 street maintenance budget which is projecting to come in well under budget for the year.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quote and awarding a construction contract to Sir Lines-A-Lot in the amount of \$14,110.60 for the 2020 Striping 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 Sir Lines-A-Lot in the amount of \$14,110.60 for the 2020 Striping Project.”

ATTACHMENTS:

1. 2020 Striping Project Construction Contract.
2. Tabulation of Quotes Received.

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

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

This Contract, made this 18th day of August **2020**, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and Sir Lines-A-Lot (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 epoxy pavement markings for the City of Lake Elmo on the streets shown on the attached Location Map, dated May, 2020, and in accordance with the attached Street List and Striping Tabulation form dated August, 2020. All pavement markings shall be Epoxy Resin with Drop-on Glass Beads. The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

All work shall be in accordance with City of Lake Elmo Specifications, Section 3217 Pavement Markings and applicable MnDOT "Standard Specifications for Construction (2018 Edition)".

Placement of epoxy materials shall be permitted only on a clean, dry pavement surface and air and pavement temperatures must be at least 50 degrees F. Markings shall not be applied when the wind or other conditions cause a film of dust to be deposited on the pavement surface before the material can be applied. Permanent pavement markings shall not be placed over temporary tape markings.

All pavement markings not conforming to the requirements of the Contract shall be removed and replaced or otherwise repaired to the satisfaction of the Engineer. Removal of unacceptable work shall be accomplished with suitable blasting or grinding equipment unless other means are authorized by the Engineer.

The Contractor will be paid per Linear Foot for line markings and Per Each for symbols and turn arrows 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): **\$14,110.60**

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 STRIPING PROJECT
LAKE ELMO, MINNESOTA**


ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	4" Solid Line – White Epoxy	LF	30,563	\$0.22	\$6,723.86
2	4" Solid Line – Yellow Epoxy	LF	1,532	\$0.22	\$337.04
3	4" Broken Line – Yellow Epoxy	LF	2,561	\$0.22	\$563.42
4	4" Double Solid Line – Yellow Epoxy	LF	11,187	\$0.44	\$4,922.28
5	12" Solid Line – Stop Bars	LF	102	\$7.00	\$714.00
6	Pavement Message Turn Arrows - Epoxy	EA	10	\$85.00	\$850.00
TOTAL LAKE ELMO SEAL COAT PROJECT					\$14,110.60

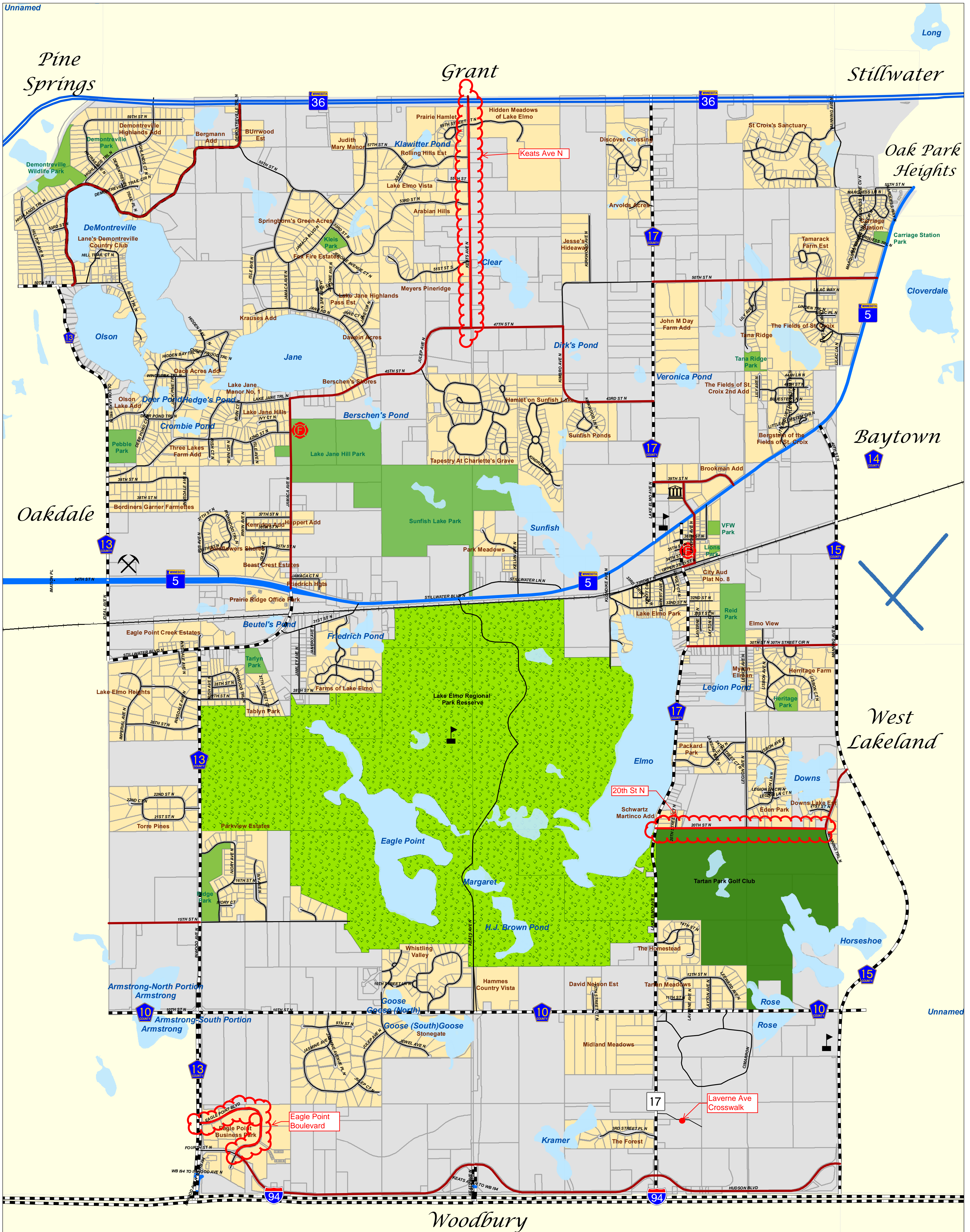
Payment for striping project streets in accordance with the Contract Documents will be per Linear Foot for line markings and Per Each for symbols and turn arrows. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

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 Sir Likes-A-Lot
 Signature 
 Signed by Chaise VanOverbeke
 Title President
 Contact Phone Number (952) 913-8382
 Address 7175 Cahill Road
Edina, MN 55439



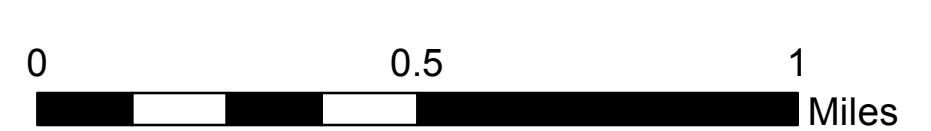
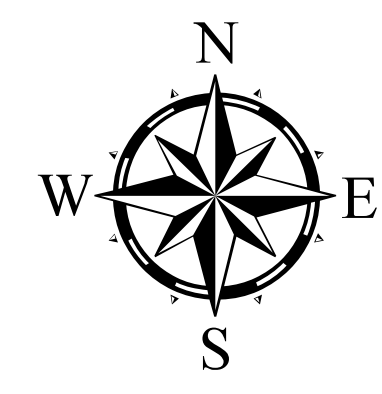
2020 Seal Coat Project

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

CITY OF LAKE ELMO, MINNESOTA
2020 STRIPING PROJECT
PROJECT NO. 2020.108

STREET LIST AND STRIPING TABULATION

Street	FROM:	TO:	Length (LF)	Single White (LF)	Double Yellow (LF)	Single Yellow (LF)	Broken Yellow (LF)	Stop Bar (LF)	Turn Arrows (EA)	Notes
Keats Ave N	TH 36	47TH ST N	6,501	13,002	6,501				0	
Laverne Ave N		CROSSWALK	60	120						
Eagle Point Blvd	CSAH 13	HUDSON BLVD	3,473	7,644		1,532	2,561	78	10	Note SW, SY turn lane striping at west and south intersections
20th St	CSAH 17	MANNING TRAIL	4,686	9,797	4,686			24		Note SW turn lane striping at Manning Trail, Annika Drive N, Assumed stop bar, no turn arrows at CSAH 18
Sum (LF):			14,720	30,563	11,187	1,532	2,561	102	10	

SECTION 3217 – PAVEMENT MARKINGS

SCOPE:

This Work shall consist of furnishing and applying pavement markings for control and guidance of traffic in accordance with these Specifications and at locations shown in the Plans, or as directed by the Engineer.

PRODUCTS:

1. EPOXY RESIN. Epoxy resin for pavement markings shall meet the requirements of MnDOT Standard Specifications for Construction, 2018 Edition.
2. DROP-ON GLASS BEADS: Drop-On Glass Beads for pavement markings shall meet the requirements of MnDOT Standard Specifications for Construction, 2018 Edition.
3. PREFORMED THERMOPLASTIC PAVEMENT MARKING SYMBOLS: Reflective thermoplastic markings shall meet the requirements of MnDOT Standard Specifications for Construction, 2018 Edition (Section 3356) and does not require the preheating of the pavement surface.

EXECUTION:

1. PAVEMENT MARKINGS:
 - A. All Pavement Marking, except pavement marking symbols, shall be Epoxy Resin with Drop-on Glass Beads.
 - B. All Pavement Marking Symbols shall be ground in and comply with MnDOT approved products.
2. TRAFFIC CONTROLS: The Contractor shall provide Traffic Control for the pavement marking operations in conformance with the Minnesota Manual of Uniform Traffic Control Devices. Suitable warning signs shall be placed near the beginning of the worksite and well ahead of the worksite for alerting approaching traffic from both directions. Small markers shall be placed along newly marked lines to control traffic and prevent damage to newly marked surfaces. Pavement marking equipment shall be identified with large warning signs indicating slow-moving equipment in operation.
3. SURFACE PREPARATION: All surfaces to be marked shall be thoroughly cleaned immediately prior to an application of pavement marking. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods as required. Rubber deposits, surface laitance, existing paint markings, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Where oil or grease is present, affected areas shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinsed thoroughly after each application. After cleaning, oil-soaked areas shall be sealed with cut shellac to prevent bleeding. Pavement surfaces shall be allowed to dry when water is used for cleaning. Surfaces shall be re-cleaned when work has been stopped due to rain.
 - A. Cleaning Existing Pavement Markings. In general, markings shall not be placed over existing pavement marking patterns. Existing pavement markings shall be removed that are in good condition but interfere or conflict with the newly applied markings. Deteriorated or obscured markings that are not misleading or confusing or interfere with the adhesion of the new marking material do not require removal. New preformed and thermoplastic pavement markings shall not be applied over existing preformed or thermoplastic markings. Whenever grinding, scraping, sandblasting, or other operations are performed, the Work must be conducted in such a manner

that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing.

- B. When surface preparation operations are completed, the pavement surface shall be blown-off with compressed air to remove residue resulting from the cleaning work.
4. **APPLICATION:** Pavement markings shall be placed in accordance with the details shown in the Plans and as directed by the Engineer. The Contractor shall place spotting at appropriate points to provide horizontal control for striping, and determine necessary starting and cutoff points. The Contractor must request Engineer review and approval prior to proceeding with striping operations. Material shall not be applied over a longitudinal joint.
 - A. **Epoxy.** The epoxy material application shall immediately follow the pavement cleaning and shall be applied in accordance with MnDOT specifications. When epoxy pavement is applied to a MnDOT 2360 SUPERPAVE wearing course surface, the epoxy pavement marking wet film thicknesses shall be increased from a 15 mil to a 20 mil minimum wet film thickness.

Placement of epoxy materials shall be permitted only on a clean, dry pavement surface and air and pavement temperatures must be at least 50 degrees F. Markings shall not be applied when the wind or other conditions cause a film of dust to be deposited on the pavement surface before the material can be applied. Permanent pavement markings shall not be placed over temporary tape markings.
 - B. **Glass Beads.** Glass beads shall be applied immediately after application of the epoxy resin line to provide an immediate no-track system. For 20 mil applications, glass beads shall be applied at a rate of at least 25 LB/GAL.
 - C. **Preformed Thermoplastic Pavement Marking Symbols.** Material shall be installed following the ground in method. Installation shall be in accordance with manufacturer recommendations.
 - D. **Tolerances.** A tolerance of ¼-inch under or ¼-inch over the specified width will be allowed for striping provided the variation is gradual and does not detract from the general appearance. Broken line segments may vary up to ½-foot from the specified lengths provided the over and under variations are reasonably compensatory. Alignment deviations from the specified lane widths shall not exceed 1-inch. Establishment of application tolerances shall not relieve the Contractor of their responsibility to comply closely with the planned dimensions.
 5. **PROTECTION OF PAVEMENT MARKINGS:** The Contractor shall furnish and install all necessary warning and directional signs and devices in order to maintain traffic while pavement markings are being applied in the presence of traffic, and to protect uncured markings as needed until traffic can cross markings without damaging markings. When necessary, a pilot car and flaggers shall be used to provide adequate control and direction of traffic. Warning signs and barricades shall be placed only where marking operations are in progress, shall be relocated as often as necessary, and shall not be left in place over night. Unless approved by the Engineer, traffic shall be allowed to keep moving at all times and the striping equipment shall be operated in a manner that will not make it necessary for traffic to cross uncured markings.
 6. **CLEANING:** Waste materials shall be removed or destroyed at the end of each work day. Upon completion of the Work, all containers and debris shall be removed from the site. Epoxy spots upon adjacent surfaces shall be carefully removed by approved procedures which will not damage the surfaces and the entire job shall be left clean and acceptable to the City.
 7. **CERTIFICATION:** The Contractor shall furnish a certified report on the quality of materials shipped to the Project. This report shall not be interpreted as a basis for final acceptance. When required, all emptied containers shall be returned to the epoxy material storage area or made available for checking by the

Engineer. The Contractor shall make accurate accounting of the epoxy materials used in the Work.

8. CORRECTION OF DEFECTS: All pavement markings not conforming to the requirements of the Contract shall be removed and replaced or otherwise repaired to the satisfaction of the Engineer. Removal of unacceptable work shall be accomplished with suitable blasting or grinding equipment unless other means are authorized by the Engineer.

If the Engineer requires removal and replacement, the Contractor shall remove, by an approved process, at least 90% of the deficient line, with no excessive scarring of the existing pavement. The removal width shall be one inch wider all around the nominal width of the pavement marking to be removed.

END OF SECTION



Quotation

DATE 7/31/2020

Quotation # H20-0726

Prepared by: T.J. Phillips

7175 Cahill Rd.
Edina, MN 55439
Phone (952) 913-8382 Fax (612) 926-8201

Quotation For:

Attn: Mike Rusenovich
2020 Seal Coat Project
City of Lake Elmo, MN

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
1	4" SOLID LINE - WHITE EPOXY	LF	30,563.00	\$ 0.22	\$ 6,723.86
2	4" SOLID LINE - YELLOW EPOXY	LF	1,532.00	\$ 0.22	\$ 337.04
3	4" BROKEN LINE - YELLOW EPOXY	LF	2,561.00	\$ 0.22	\$ 563.42
4	4" DOUBLE SOLID LINE - YELLOW EPOXY	LF	11,187.00	\$ 0.44	\$ 4,922.28
5	12" SOLID LINE - STOP BARS	LF	102.00	\$ 7.00	\$ 714.00
6	PAVEMENT MESSAGE TURN ARROWS - EPOXY	EA	10.00	\$ 85.00	\$ 850.00
				TOTAL	\$ 14,110.60

Notes:

- 1.) Does not include any brooming, late season markings, parking stall/trail striping, or pavement marking removals.
- 2.) Bond fee not included. No retainage.
- 3.) This quote includes **ONE** mobilization to complete this project. Additional, if requested, are \$750.00 each.
- 4.) **Does not include any interim or temporary pavement markings. Interim markings are NOT incidental to this quote.**
- 5.) Assumes all pavement markings are surface applied Epoxy only. Not ground in or wet reflective.
- 6.) Does not include any traffic control. Any lane closures, flaggers, TMA trucks, etc. will be provided by the prime/traffic control contractor.
- 7.) Owner/engineer must be on site to assist and approve layout of all new pavement markings.
- 8.) Final quantities will be invoiced.

If you have any questions concerning this quotation, contact Chaise VanOverbeke: 952-913-8382; sales@linesalot.com.

WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WITH YOU!

Accepted by: _____

Date: _____



"Fifty Years Same Old Line"

AAA Stripping Service Co.

12220 43rd St NE, St Michael MN 55376

(763) 428-4322
Fax (763) 428-8557

July 29, 2020

To Mike Rusenovich:

We are quoting the following project

Project **Epoxy Striping**
Location **Lake Elmo**

Item	Description	Qty	U/M	Unit	Amount
2021.501	Mobilization	1	LS	\$1,200.00	\$1,200.00
2582.502	4" Solid Line White - Epoxy	30,563	LF	\$0.21	\$6,418.23
2582.502	4" Solid Line Yellow - Epoxy	1,532	LF	\$0.20	\$306.40
2582.502	4" Broken Line Yellow - Epoxy	2,561	LF	\$0.04	\$102.44
2582.502	4" Double Line Yellow - Epoxy	11,187	LF	\$0.40	\$4,474.80
2582.502	Stop Line White - Epoxy	102	LF	\$8.50	\$867.00
2582.501	Pavt Mess (Arrow) - Epoxy	10	EA	\$160.00	\$1,600.00
				Total	\$14,968.87

Additional charges may apply to striping from October 15 - April 1

Excludes: Sweeping, RxR insurance, late season, incidental markings or removal.

Prices based on 1 mobilization, additional mob charge \$1,200.00

Prices based on 40 degree air & pavement temperatures at the time of marking application.

Prices firm for 30 days.

Bond included in quote

Sincerely,

Dean E Erickson
Estimator