

CITY OF BROOKLYN PARK
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL
FOR
FURNISHING & APPLYING BITUMINOUS SEALCOAT
WITHIN THE
CITY OF BROOKLYN PARK, MINNESOTA
2010

O&M-SM-10-19

PUBLIC OPENING OF THIS BID
will take place at the City Hall
5200 85th Avenue North
Brooklyn Park, MN 55443

ON

March 25, 2010

AT 11:00 AM LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

CITY OF BROOKLYN PARK
2010 BITUMINOUS SEALCOAT
PROPOSAL INDEX

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ATTACHMENT

1. Location Maps

CITY OF BROOKLYN PARK

City Hall
5200 85th Avenue North
Brooklyn Park, MN 55443-4301

BIDS DUE: 11:00 A.M., March 25, 2010

LEGAL NOTICE--BIDS WANTED

Sealed proposals will be received at the office of the City Clerk, City Hall, 5200 85th Avenue North, Brooklyn Park, MN 55443, until 11:00 A.M. on March 25, 2010, for:

2010 Bituminous Sealcoat on Various Streets and Parking Lots

Unless otherwise specifically indicated under the item description of the legal advertisement, all bids shall be subject to the following:

No bids shall be withdrawn for a period of thirty-five (35) days after opening of bids. The City reserves the right to reject any or all bids, to waive technicalities, and award bid in the best interest of the City.

Bidding documents, including proposal forms, specifications, plans, etc., may be obtained from:

Mailed
Operations & Maintenance
Administrative Division
CITY OF BROOKLYN PARK
5200 85th Avenue North
Brooklyn Park, MN 55443-4301

Pick-up
Operations & Maintenance
Administrative Division
CITY OF BROOKLYN PARK
8300 Noble Avenue North
Brooklyn Park, MN 55443

Proposals must be placed in a sealed envelope marked "BID FOR BROOKLYN PARK 2010 BITUMINOUS SEALCOAT" and addressed to the City Clerk, City of Brooklyn Park, 5200 85th Avenue North, Brooklyn Park, Minnesota 55443-4301.

Bids shall be accompanied by a Bid Security in the form of a cash deposit, a Bid Bond or certified check payable to the City of Brooklyn Park in the amount of at least 5% of the Base Bid amount.

Devin Montero, City Clerk

Published in the Brooklyn Park Sun-Post
on March 4, 2010

Published in the Construction Bulletin
on March 8, 2010

I. PROPOSAL FORM

FOR

2010 BITUMINOUS SEALCOAT

FOR

BROOKLYN PARK, MINNESOTA

TO: Jon M. Thiel
Director of Operations & Maintenance
5200 85th Avenue North
Brooklyn Park, MN 55443-4301

Dear Sir:

1. The following proposal is made for Bituminous Sealcoat described in the Instructions to Bidders.
2. The undersigned certified that the Instructions to Bidders has been carefully examined and understood, and that at no time will misunderstanding of the notice be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive informalities.
4. If a corporation, what is the State of incorporation?

5. If a partnership, state full names of all co-partners.

6. Bid proposal to be made on schedule of prices sheet.
7. Bids shall be accompanied by a Bid Security in the form of a cash deposit, a Bid bond or certified check payable to the City of Brooklyn Park in the amount of at least 5% of the Base Bid amount.
8. A performance and payment bond in the amount of 100% of the contract amount will be required of the successful bidder after the execution of the contract.

Official Firm Name and Address:

PROPOSAL FORM

2010
 SCHEDULE OF PRICES
 FOR
 BITUMINOUS SEALCOAT ON VARIOUS STREETS, CUL-DE-SACS AND PARKING LOTS
 IN BROOKLYN PARK, MINNESOTA

STREETS				
APPROXIMATE QUANTITIES	ITEM NO.	ITEM OF WORK	UNIT COST DOLLARS CENTS	TOTAL AMOUNT DOLLARS CENTS
*575,030 Sq. Yds.	2356.5	Bituminous Material Cl. A, FA-2 Aggregate		
133,600 Sq. Yds..	2356.5	Bituminous Material (Polymer) Cl. A, FA-2 Aggregate		
TOTAL			\$	

* Square yardage total includes 20 cul-de-sacs without center medians and 65 cul-de-sacs with center medians.

PARKING LOTS				
APPROXIMATE QUANTITIES	ITEM NO.	ITEM OF WORK	UNIT COST DOLLARS CENTS	TOTAL AMOUNT DOLLARS CENTS
31,492 Sq. Yds.	2356.5	Bituminous Material (Polymer) Cl. A, FA-2 Aggregate		
TOTAL			\$	

TOTAL BID: _____

BIDDER _____

TITLE: _____

PROPOSAL FORM

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid or official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Statement of Intent to Comply with EEO and Affirmative Action Requirements

The City of Brooklyn Park and various funding sources that are used for services of City property have requirements and standards to ensure equal employment opportunities and anti-discrimination practices. These standards must be met in order to receive the funds described above.

The undersigned hereby states that he/she fully intends to comply with these standards as described in the contract documents and as required by the regulations of the City and funding agencies.

Signed _____

Firm Name _____

Subscribed and sworn to be on this _____ day of _____, 2010

My Commission Expires _____.

5200 85th AVENUE NORTH/BROOKLYN PARK, MN 55443
763-424-8000

PROPOSAL FORM

Code: CIR-6 Rev: 0290
City of Brooklyn Park
Insurance and Indemnification Requirements

The City of Brooklyn Park requires contractors and service providers to maintain insurance, inform and content satisfactory to the City, sufficient to protect the City's interest against any and all claims arising from, or relating to, any work performed or services agreed upon. It is understood and agreed, that the following minimum requirements shall be met and adhered to by such contractors or service providers.

Comprehensive or Commercial General Liability Insurance and Business Auto of at least \$1,500,000 CSL/per occurrence.

Where applicable, Professional Liability Insurance of at least \$1,500,000.

Workers' Compensation: Statutory. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement.

The City shall receive at least 30 days written notice of cancellation, non-renewal, or any material changes of required insurance.

The contractor or service provider agrees to defend and indemnify the City, its agents and employees, and other acting on the City's behalf, from and against any and all loss, damage, liability, cost and expense, specifically including costs of defense, arising from or relating to the performance, obligations or responsibilities of the contractor or service provider under the agreement.

Prior to the commencement of any work, the contractor or service provider **shall furnish to the City's Office of Loss Control**, satisfactory evidence of any insurance coverage required. Such evidence shall be in the form of a Standard Certification of Insurance* or such other form as the City may reasonable require. THE CONTACTOR OR SERVICE PROVIDER IS RESPONSIBLE FOR ADEQUACY OF INSURANCE. It is expressly understood that the City does not in any way represent that the specified minimum limits of liability or coverage, or policy forms, are sufficient or adequate to protect the interest or liability of the contractor or service provider.

*The cancellation clause shall be amended to conform with the City's notification requirements.

The above is understood and agreed to by the following:

Signed: _____

Firm Name: _____

II. INDEMNIFICATIONS AND INSURANCE

3.1 Hold Harmless and Indemnification

To the fullest extent permitted by law the Contractor agrees to indemnify the City, its officers, employees, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorney's fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of the Contractor, its officers, employees or agents, Subcontractors or Independent Contractors, or any other person(s) or entity(ies) for whose acts or omissions the Contractor is legally responsible, in the performance of any of the Contractor's obligations (whether expressed or implied) under this Contract.

3.2 Governmental Limited Immunity

Notwithstanding anything to the contrary in the Contract, the City does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes Chapter 466 or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by the Contractor or by any third party. In no event shall the Contractor assert or rely upon any such statutory limited immunity of the City to avoid liability for any act for which the Contractor would otherwise be legally responsible.

3.3 Contractors Liability Insurance

The Contractor agrees to provide and maintain at all times during the period of this Contract, which shall be from inception until final acceptance of all conditions, such insurance coverage as set forth in this section, and to otherwise comply with the provisions that follow. Except where specifically stated otherwise, the provisions of subsections A below, shall also apply to all Subcontractors, (of all tiers) and Independent Contractors engaged by the Contractor with respect to the Work, and the Contractor shall be responsible for securing the compliance of all such Subcontractors and Independent Contractors with these provisions. It is specifically understood and agreed that the Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor or Independent Contractor to commence work under this Contract, until all insurance required under the Contract Documents is in effect, and satisfactory evidence thereof is provided to the City's Office of Loss Control, as set forth below.

A) Workers Compensation

Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in workers compensation policies issued in Minnesota. Contractor further agrees to require all Subcontractors and Independent Contractors to maintain Workers Compensation insurance in compliance with all applicable statutes. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement. **The**

Contractor shall enforce the compliance of such Subcontractors and Independent Contractors with the above Workers Compensation insurance requirements.

B) General Liability

“Commercial General Liability Insurance” coverage (Insurance Services Office policy form title), providing coverage on an “occurrence”, rather than on a “claims made” basis, which policy shall include, but not be limited to, coverage of Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract and all other contracts relative to the Work), Independent Contractors, “XC&U”, and Products –Completed Operations Liability. Such policy shall **name the City as an additional insured thereunder**. The Contractor agrees to maintain Operations coverage as required hereunder continuously, whether on an annual liability policy year basis or otherwise, for a minimum of three (3) years after the City’s final acceptance of the work.

The Contractor agrees to maintain at all times during the period of this Contract (an in the case of Completed Operations coverage for at least 3 years thereafter) a combined general liability policy limit of at least **\$1,500,000** per Occurrence, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limits may be satisfied by the limits afforded under its Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is at least in all material respects as broad as that afforded by said underlying Commercial General Liability Policy, **and further, that the City is also included as an additional insured there under**.

Such General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregate limits have not, as of the beginning of this contract or at anytime during such term, been reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability Policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy, which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the Contractor's total deductible or retention amount does not cause the Contractor’s total deductible or retention for each occurrence to exceed **\$20,000**.

C) Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles (including, unless covered as “mobile equipment” or otherwise under the Contractors General Liability

Policy, all cranes, boom trucks, and similar equipment) utilized by the Contractor in connection with the Work. Such policy shall provide total liability limit for combined Bodily Injury and/or Property damage in the amount of at least **\$1,500,000** per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, however that the coverage afforded under any such Umbrella Liability Policy shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and if applicable, such Umbrella Liability Policy, **shall include the City as an Additional Insured there under**. Unless included within the scope of the Contractor's Comprehensive General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

D) Additional Insurance

The City shall, at any time during the period of the Contract, have the right to require that the Contractor secure any additional insurance, or additional feature to existing insurance, as the City may reasonably require for the protection of its interests or those of the public. In such event, the Contractor shall proceed with due diligence to make every good faith effort to promptly comply with any such additional requirement, which shall be considered a City Change.

In the event that the Contractor is unable to comply with such additional insurance requirement, or with any other insurance requirement under this Contract, the Contractor shall advise the City's Office of Loss Control, in writing, of such difficulty at the earliest possible time. It is understood and agreed that the City has no obligation to actively assist the Contractor in complying with any insurance requirements, and that the City shall not incur any liability for any advice, act or omission in connection with the Contractor's efforts to so comply, nor shall the City be held to have waived any of its rights under this Contract by virtue of any advice and cooperation it may, at its option, grant to the Contractor while acting in an advisory capacity.

E) Insurer Policies

All policies of insurance required under this Contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota. All such insurers must also be acceptable to the City, such acceptance by the City to not be unreasonably withheld. All such policies of insurance shall contain a provision requiring the insurer to provide the City's Office of Loss Control with at least **30** day prior written notice of any cancellation, non-renewal, or adverse material change in coverage.

All policies of insurance required under this Contract shall be in form and content, and in all other respects, satisfactory to the City. The Contractor shall, at all times pertinent to its performance under this Contract, exercise every good faith effort to

promptly remedy any unsatisfactory term or condition with respect to any required insurance.

F) Evidence of Insurance

At least **10** days prior to the commencement of the work, the Contractor shall furnish to the City's Office of Loss Control, evidence that the insurance coverage required under this Contract will be in full force and effect at all times during the period of the Contract. Such evidence of insurance shall be on the form provided by the City to the Contractor, or in the form of a standard Certificate of Insurance, or such other form as the City may, in its sole discretion, determine to accept as evidence of insurance. Any form so provided shall contain sufficient information to allow the City to determine whether there is compliance with these provisions. At the request of the City, the Contractor shall, in addition to providing such evidence of insurance, promptly furnish the City's Office of Loss Control with a complete copy of each insurance policy intended to provide coverage required hereunder.

It is further understood and agreed that the Contractor shall, at the request of the City, make every good faith effort to obtain valid certificates of Insurance evidencing current Workers Compensation coverage for all Subcontractors and Independent Contractors involved in the Project, and to promptly provide copies of such Certificates to the City's Office of Loss Control.

G) Loss Information

At the request of the City, the Contractor shall promptly furnish loss information concerning all liability claims (1) brought against the Contractor (or any predecessor business entity) arising out of any construction projects undertaken by the Contractor (or any predecessor business entity) within the three (3) years preceding the date of this Contract and/or (2) brought against the Contractor (or any other Insured under the Contractor's required policies, that may affect the amount of liability insurance available for benefit and protection of the City. Such loss information shall include such specifics and be in such form as the City may reasonably require.

H) Release and Waiver

The Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of the Contractor in the Project or which may be exposed to damage, loss or injury in connection therewith.

Subject to the first paragraph of this subsection **H**, the contractor hereby releases the City, its officials, its officers, employees, agents, and others acting on the City's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's business or property caused by fire or other peril was caused in whole or in part by the negligence or other act or

omission of the City or other party who is to be released by the terms hereof, or by anyone for whom such a party may be responsible.

The Contractor further releases the City, its officials, officers, employees, agents and others acting on the City's behalf, from all claims, liability or responsibility to the Contractor, or to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss, damage or other detriment to the Contractor resulting from deductible clauses, inadequacy of substantive coverage or limits, or any other matter causing an unsatisfactory insurance response or recovery under any policy (ies) of insurance, whether property insurance or liability insurance, maintained by the City or the Contractor in any manner in connection with the Work.

The Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver under this subsection **H** could impair any of its rights under its insurance policy (ies), and further that it is solely responsible for effecting an revision (s) to such policy (ies) as may be necessary to permit such Release and Waiver.

It is specifically understood and agreed that this subsection **H** shall apply to all Subcontractors (of all tiers) and suppliers, as well as to the Contractor.

The Contractor agrees to require all Subcontractors (of all tiers) and suppliers to execute a written Release and Waiver containing the same provisions (modified only as appropriate to the particular other party) as set forth above. The City may elect to provide the Contractor with an agreement form prepared and consistent with such provisions, in which event the Contractor shall use its best efforts to obtain copies of the agreement signed by all Subcontractors, and Suppliers, but failure to obtain such executed copies shall not limit or otherwise affect the application of this subsection **H** to Subcontractors and Suppliers.

I) Contractor is Responsible for Adequacy of Insurance

It is expressly understood that the City does not in any way represent that the specified minimum limits of liability or coverage, or policy forms, are sufficient or adequate to protect the interest or liabilities **of the Contractor**.

J) Insurance Terms

Insurance terms not otherwise defined in this Contract shall be interpreted consistent with insurance industry usage.

CITY OF BROOKLYN PARK
2010 BITUMINOUS SEALCOAT

III. GENERAL SPECIFICATIONS

1. CONTRACT DOCUMENTS

Bidding documents, including proposal forms, plans, etc., may be obtained from:

Mailed

Operations & Maintenance
Administrative Division
CITY OF BROOKLYN PARK
5200 85th Avenue North
Brooklyn Park, MN 55443-4301

Pick-up

Operations & Maintenance
Administrative Division
CITY OF BROOKLYN PARK
8300 Noble Avenue North
Brooklyn Park, MN 55443

Bidders must familiarize themselves with all ordinances and statutes pertaining to public improvements, and examine and determine for themselves the location and nature of the proposed work, and the amount and character of the labor and materials required therefore, and the difficulties which may be encountered.

2. BIDDER'S KNOWLEDGE

The bidders shall acquaint themselves with any and all changes in specifications and changes in methods or procedures or policies as may be set forth in these Contract Documents.

If any person contemplating the submitting of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, he may submit to the Engineer a written request for an interpretation thereof at least seven (7) days prior to the scheduled bid opening. The person submitting the request will be responsible for prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretation.

All proposals shall be made and received with the express understanding that the Bidder accept the terms and conditions contained in these instructions and the plans and specifications, forms of contract and bond and any other contract documents referred to herein.

If, after the proposals have been delivered to the City, any difference of opinion shall arise as to the true intent or meaning of any part of the specifications, the decision of the Engineer shall be final, conclusive and binding on all parties.

3. BIDDER'S QUALIFICATIONS

If requested, bidders must present satisfactory evidence that they are familiar with the class of work specified, and that they are provided with the necessary capital, tools, machinery and other equipment necessary to conduct the work and complete the improvement within the time specified in the proposal, in a good and workmanlike manner and to the entire satisfaction of the City Engineer and the City Council of the City of Brooklyn Park, Minnesota.

The bidder agrees that he is as fully responsible to the City for the acts and omissions of any of his proposed subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Before any subcontractor may commence work, the successful Bidder must file with the Engineer and the City satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful bidder.

No subcontractor will be permitted to commence work until authorization by the Engineer to proceed is received in writing by the Contractor.

4. SUBMISSION OF BIDS

Sealed bids will be received by the City of Brooklyn Park, Minnesota, up to the date and hour as specified in the Notice to Contractors at the Office of the City Clerk, City Hall, 5200 85th Avenue North, Brooklyn Park, Minnesota 55443. Bids received after the time specified shall be returned unopened.

Bids shall be submitted upon the Proposal Form which is bound into the Specifications. The Specifications, Proposal Forms, and Contract are in one volume and this shall be submitted intact, in a sealed envelope plainly marked as to Title of Project and date of bid opening.

All proposals must be made in ink upon the blank form of proposal included in the Specifications and should give price for each item and aggregate amount for the work, and must be signed and acknowledged by the bidder in accordance with the directions in the form of the Proposal. In order to insure consideration the proposal shall be enclosed in a sealed envelope addressed to the City Clerk and clearly marked as to the time and date of bid opening and the nature of the project.

Each proposal must contain the full name or names and post office address of the bidder or bidders, and any person signing a proposal as agent of another, or of a firm, may be required to furnish legal evidence of his authority to do so. A corporation bidder must name the state in which its Articles of Incorporation are held. A partnership must give the full names and addresses of all parties.

When a firm submits a proposal, the individual names of all its members shall be written out and shall be signed in full; but the signers may, if they choose, describe themselves in addition, as doing business under a firm name and style.

In case a corporation submits a proposal, the proposal must be signed in the name of, and under the seal of, the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent may be required to present legal evidence that he has a lawful authority to sign said proposal. In the event that any corporation organized and doing business under the laws of a foreign state is the successful bidder, such corporation shall present evidence that it is authorized to do business in the State of Minnesota before the contract is executed.

More than one proposal from an individual, firm, partnership or corporation under the same or different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will be considered sufficient cause for the rejection of all bids so affected.

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

Failure on the part of any bidder to carry out previous contracts satisfactorily, or his lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for his disqualification.

Unless otherwise specifically provided in the specifications for the improvement, bids must be made upon each and every item shown on the blank Proposal Form, including all alternate items.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time specified in the Notice to Contractors. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

5. BIDDERS TO INVESTIGATE SITE

Bidders are required to submit their proposals upon and following express conditions, which shall apply to and become part of every bid received, viz:

Each bidder must satisfy himself and form his own opinions by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated; must make his own interpretations and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done and the labor and materials needed, and shall make his bid in sole reliance thereon. Any information or data furnished by the Owner or its representatives for the convenience of any bidder is not guaranteed. The bidder

shall thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The City will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

6. PROPOSAL GUARANTY

Each proposal shall be accompanied by a Proposal Guaranty in the form of a money order, certified check or bid bond, payable to the order of the City of Brooklyn Park, in an amount not less than five percent (5%) of the total amount of the bid. No proposal will be considered unless accompanied by the Proposal Guaranty.

In case alternate bids are called for, providing for the use of several different classes of material or types of improvement for the same work, one Proposal Guaranty in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all proposals.

As soon as a contract is awarded, all Proposal Guaranties shall be returned to the bidders, except that of the successful bidder and second lowest bidder, which shall be retained until the contract has been signed and the bonds of the Contractor have been filed, approved, and accepted, which shall be within ten days of notice of award of the Contract.

If the successful bidder fails to enter into such contract in accordance with his accepted proposal, or shall fail to furnish the required performance bond within ten days after notice of award, his Proposal Guaranty shall be forfeited to the City of Brooklyn Park as liquidated damages.

The next best Proposal shall then be considered the successful bid, and that Bidder, at the discretion of the City Council, shall be awarded the Contract.

7. WITHDRAWAL OF BIDS

After bidders have submitted proposals, they shall not withdraw or cancel such proposal within 35 days after opening of bids and all sums deposited or a proposal guaranty may be held by the City for said 35 days until all of such proposals submitted have been canvassed, a contract awarded and executed, and the required bonds and insurance furnished and approved.

8. EVALUATION OF BIDS

The bids from each responsible bidder will be considered on the basis of the total amount, as shown on the proposal form, and awarded according to the lowest total reflecting the correct summation of all item extensions shown or as otherwise described in the Special Conditions.

The City reserves the right to reject any or all proposals or to accept the proposal deemed in the best interest of the City. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected, any proposal having erasures or corrections in the price sheet may be rejected, any proposal which omits a bid on any one or more items in the price sheet may be rejected; any proposal in which unit prices are obviously unbalanced may be rejected; any proposal accompanied by an insufficient or irregular bid bond may be rejected; any proposal which omits acknowledgment of the receipt of addendums may be rejected.

9. MATERIAL SOURCES

After the bids have been received, when requested by the Engineer, each bidder shall give information in writing concerning the quantity, composition and the previous use of the materials or equipment they have bid upon as may be known to them; and samples of such materials shall be furnished when required.

10. EXECUTION OF CONTACT

The acceptance of the proposal will be a notice in writing signed by a duly authorized representative of the City of Brooklyn Park. The acceptance of the proposal shall bind the successful bidder to execute the contract within ten days and to be responsible for liquidated damages for failure to execute the contract. The rights and obligations provided for in the Contract shall become effective upon the parties only with its formal execution by the City of Brooklyn Park.

Following action by the City Council awarding the contract, a "Notice of Award" letter will be mailed to the Contractor together with the prepared contract agreement for his signature and return. The Notice of Award letter will specify that the Contractor submit affidavits or copies of insurance coverage and a performance bond. No contract will be executed until the required affidavits and bond are submitted and have been approved as to form by the City Attorney.

The Notice of Award letter will not be an order to proceed. The Contractor will have no authority to perform work under this contract until all contract documents as indicated above are properly completed and placed on file at the City Offices.

A letter to proceed with the work under this project will be mailed to the Contractor upon satisfaction of the above indicated requirements. A pre-construction conference will be scheduled thereafter.

11. Contract Security and Guaranty

The successful bidder shall be required to furnish the owner with a performance bond in the form required by law, in an amount of one hundred (100%) percent of the Contract amount, based on the lump sum bid or the anticipated quantities and unit prices, as determined by the Engineer.

This bond shall guarantee the proper prosecution and completion of the work by the successful bidder, and shall further guarantee the prompt payment by the successful bidder of all persons or firms furnishing labor, tools, materials and supplies for the work.

12. Data Practices Compliance

Contractor shall have access to data collected or maintained by the City as necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City consistent with the requirements of the Minnesota government Data Practices Act, Minn. Stat. 13.01 et seq. (the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against City as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.

13. WAGE SCALE

The Contractor shall pay the prevailing Union Labor Rates, including fringe benefits as provided for in the Metro area.

14. IC-134 Form

A Minnesota Department of Revenue for IC-134 must be completed and received by the City before the final payment will be issued.

CITY OF BROOKLYN PARK
2010 BITUMINOUS SEALCOAT

IV. DETAILED CONDITIONS

1. SCOPE OF WORK

The work to be done under this contract includes the furnishing of all labor, materials, transportation, tools, supplies, plant equipment, etc., necessary for the complete and satisfactory construction and installation of sealcoating within the City of Brooklyn Park as shown on the map entitled, "2010 Sealcoat Program" attached to these specifications.

2. INSPECTION AND SUPERVISION

The City of Brooklyn Park Operations & Maintenance Department is the authorized representative and will provide necessary inspection for all work under this contract. The Contractor shall give 48 hours prior notice whenever these services will be needed.

3. SPECIFICATIONS WHICH APPLY

The specifications of the Minnesota Department of Transportation "Standard Specifications for Construction," 2005 Edition Section 2356 "Bituminous Sealcoat" shall apply using English measurements, except as further modified in these Special Conditions as follows:

The term "Supervision by the Engineer or his authorized representative" or any term having like meaning as used in the Standard Specifications shall only mean supervision over the various activities in which the Engineer or his authorized representative is required to engage in during the performance of work and does not mean that the Engineer or project representative will supervise the Contractor's operation.

The terms "Directed by the Engineer," "Determined by the Engineer," "Certificate from the Engineer," "Certified by the Engineer," "Engineer to Enforce the Specifications," "Instruction given by the Engineer" and "Engineer Approves," as used in the Standard Specifications shall be held to mean written clarifications, written interpretations or written opinions of the Engineer based on information in his possession, and shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. All such written instruction, interpretations, opinions, or approvals must be properly executed by the Engineer before they are in effect.

4. STARTING DATE

The target start date for this project shall be July 19, 2010.

5. COMPLETION SCHEDULE

All work under this contract shall be completed on or before August 13, 2010. Liquidated damages of \$200/day will be assessed after August 13, 2010.

6. COORDINATION OF WORK

Throughout the project the Contractor shall coordinate his work with operations being carried out by City forces, utility companies and/or other Contractors. Access shall be maintained as much as possible. The Contractor shall notify those affected of the periods of time that accesses must be closed.

7. PRE-CONSTRUCTION CONFERENCE

Prior to the start of any work, there will be a pre-construction conference arranged by the Operations & Maintenance Department. Representatives for the City and the Contractor will be notified to be present at this meeting.

8. COMMENCING WORK

The Contractor shall notify the Operations & Maintenance Department of his intentions to commence work at least two days (excluding Saturdays and Sundays) prior to his moving onto the work site.

Also, prior to the start of any work, the Contractor shall submit to the Operations & Maintenance Department for approval a written time schedule, sequence of moves and other pertinent information as required by the Operations & Maintenance Department.

9. TRAFFIC CONTROL MEASURES

The Contractor will provide all flagmen (minimum of two), barricades, signs, and other traffic control devices as required during the construction operations at no additional cost to the City. All traffic control devices shall conform to the Minnesota Manual on Uniform Traffic Control Devices. Signs shall be posted to limit speeds to maximum 20 MPH. Signs, like MnDOT W21-2 in size (30"x30") and color designating "Loose Rock" shall be posted as shown on the map entitled, "2010 Sealcoat Program" attached to these specifications. All signs are to be installed by the Contractor prior to sealcoating and removed by the Contractor within 48 hours after the streets are swept.

Traffic Control includes signing streets with temporary "No parking for street maintenance" signs a minimum of 24 hours and a maximum of 36 hours before work is to begin. The maximum distance between signs shall be 500 feet. The City shall provide temporary no parking signs but the wood lath and installation of the signs is the responsibility of the Contractor. Efforts should be made to work with residents and businesses the day before and early morning to keep the street clear of vehicles. Special care shall be taken to move vehicles that may be hit by bituminous material over-spray. The Contractor is responsible for any vehicle cleaning or re-painting.

10. PROTECTING UTILITIES AND PROPERTY

The Contractor shall furnish a person and materials to carefully cover manhole covers, catch basin grates and watermain valve box covers prior to applying bituminous material to surfaces to be sealed and in addition shall prevent the intrusion of sealcoat aggregate into those same structures. Directly after sealcoating, all material on the structures will be hand shoveled/swept to ensure that no material is placed on the sealcoated street and that all material is removed from the structure.

The Contractor shall be responsible for protecting all property from damage from drifting bituminous material.

11. BITUMINOUS SEALCOAT

A. MATERIAL AND PERFORMANCE SPECIFICATIONS

A.1 BITUMINOUS MATERIALS - MnDOT 3151.2E

CRS Cationic Emulsified Asphalt CRS-2 modified as follows: The residue penetration requirement shall be 60-100.

Polymer additive shall be added at a two and one-half (2.5) to three (3) percent rate (by weight) when specified.

Rate of Application:

FA-2, Class A Aggregate Minimum rate of 0.25 Gallons/Sq. Yd.

The type of bituminous material used on each street segment will be designated by Operations & Maintenance Department personnel at the start of work. Detailed maps indicating the specific locations will be distributed at the pre-construction conference.

AGGREGATE - MnDOT 3137

Cover aggregate for streets, cul-de-sacs and parking lots shall be FA-2, CL A, D.O.T. specifications. The aggregate shall be original new product, no used aggregate salvaged from previous projects is acceptable.

Rate of Application:

Minimum rate of 0.72 LB./S.Y./0.01 Gal. Bituminous Material

A.2 EQUIPMENT

Sweepers shall be pick up type only, capable of non-streak sweeping and spray bar water application for dust control. Minimum of one machine required on project throughout sealcoat application, and minimum of two

machines required for excess aggregate pick up. Also, one tandem axle dump truck per sweeper for hauling excess sweepings from project.

Asphalt Distributor shall be two thousand gallon minimum capacity, capable of applying a 16 foot width of bituminous material at a computer calibrated rate of application. Minimum of two machines required.

Aggregate Spreader shall be a self propelled type, capable of applying a 16 foot width of aggregate material at a calibrated rate of application.

Rollers shall be eleven wheel, self propelled, pneumatic tire type. Minimum of two rollers required.

A.3 PERSONNEL

All assigned personnel shall demonstrate, to the satisfaction of Operations & Maintenance Department personnel the ability to operate the piece of equipment to which they are assigned.

A.4 ROAD SURFACE PREPARATIONS

Patching and crack sealing of the streets designated for sealcoating and adjustment of valve boxes and manhole castings will be performed by others at no cost to the Contractor.

The Contractor shall perform the necessary street sweeping operations prior to placement of any sealcoat materials. Particular attention shall be paid to the surface being clean and dry before material application. The contractor is responsible for the disposal of the sweepings.

A.5 ROLLING OPERATIONS

Initial rolling shall follow immediately behind the spreading of cover aggregate, with the initial rolling coverage being completed within five (5) minutes after spreading the aggregate. The surface rolling shall be continued until five (5) completed coverages over the full width have been completed within 30 minutes after spreading the cover aggregate on that area.

Cul-de-sacs shall be completed one-half at a time using the method shown on the attached diagram. The bituminous material must be covered within one minute as per 2356.3.E.

A.6 PROTECTION OF SURFACE

Sections of the streets shall be closed to traffic before the bituminous material is applied on the surface and no traffic shall be permitted on the sealed road surface until after all rolling has been completed and the bituminous material

set to a degree satisfactory to the Operations & Maintenance Department personnel and will not pick up on vehicle tires. All required flagmen, barricades, warning signs, traffic cones, and other traffic control devices will be the responsibility of the Contractor for the proper execution of the work. These traffic control devices shall be placed so as to effectively restrict traffic flow on the streets being surfaced.

At the pre-construction conference, the Contractor shall provide the Operations & Maintenance Department with a plan indicating the devices and procedures to be utilized to protect the surface during bituminous cure. The Operations & Maintenance Department may recommend changes to the plan and these changes shall be incorporated into the plan at no additional cost to the City.

A.7 UNIFORM SURFACE APPEARANCE

All areas to be sealcoated shall have a uniform aggregate cover base at the specified application rate. This includes street intersection radius areas and any other special area which may require special application procedures.

A.8 REMOVAL (POST SWEEPING) AND DISPOSAL OF EXCESS FLOAT AGGREGATE

The Contractor shall remove and dispose of excess float aggregate. Removal and disposal of excess aggregate shall be completed within three (3) to seven (7) calendar days after initial placement on streets where polymer is used. All other streets and all parking lots shall be completed within five (5) to ten (10) calendar days after initial placement. Sweeping shall be thorough enough to pick up all loose float without dislodging embedded aggregate. Sweeping of various areas will be directed by and to the satisfaction of Operations & Maintenance Department personnel.

A.9 APPLICATION OF BLOTTING MATERIAL

The Contractor shall apply granite dust blotting material where bleeding is detected as directed by Operations & Maintenance Department personnel. The Contractor is responsible for this application through September 2011 on areas detected in 2010 and in 2011. There shall be no additional compensation for time or materials for blotting streets that bleed through.

B. METHOD OF MEASUREMENT AND PAYMENT

B.1 The unit price on the basis of square yards shall include the cost of all materials, equipment used and other necessary work related to this project.

B.2 The Contractor will furnish a list of truck numbers with capacities and tare and net weights. Each truck will be weighed one time on a State certified scale to establish weight, loaded and empty.

The Contractor or authorized representative shall supply the inspector with the weight slips with truck numbers at the end of each days operations. These slips shall be collected and tabulated separately for each seal coat location. A tabulation haul sheet by day will also be provided for verifying quantities.

B.3 The bituminous material gallons will be established by bills of laden of delivery tankers and by measurement of distribution trucks when necessary.

B.4 Payments (two) for this project shall be as follows:

At Certified Substantial Completion - 95%

At Certified Final Completion - Remaining 5%

Payments will be processed in the next available accounts payable cycle after certification.

C. QUANTITY ADJUSTMENTS

The City reserves the right to add or delete streets, adjusting quantities respectively, to equal a dollar amount budgeted for this type of street maintenance. Twenty five (25%) percent shall be the maximum adjustment in accordance with GC-7.3(1).

City of Brooklyn Park

2010 Bituminous Sealcoat

Allied Blacktop
Attn: Dan
10503 89th Avenue North
Maple Grove, MN 55369

ASTECH
Attn: Mary Popp
P.O. Box 1025
St. Cloud, MN 56302

Bituminous Roadways
Attn: Tom Haller
2825 Cedar Avenue South
Minneapolis, MN 55407

Caldwell Asphalt
24060 175th Street
Hawick, MN 56246

Pearson Bros.
Attn: Jack Pearson
11079 Lamont Ave
Hanover, MN 55341

Precision Sealcoating, Inc.
P.O. Box 24
Princeton, WI 54968

DMJ
Sharon
2392 Pioneer Trail
Hamel, MN 55340

Commercial Asphalt
PO Box 210
Newport, MN 55055

MEDA Minority Contractors/AGC of MN
c/o Franz Reprographics, Inc.
Attn: Marcia Ralston
2781 Freeway Blvd. #100
Brooklyn Center, MN 55430

ASTECH
Mary Popp or Patty
PO Box 1025
St. Cloud, MN 56302