

CITY OF BROOKLYN PARK
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL
FOR
THE SEALCOAT OF VARIOUS BITUMINOUS
PARK TRAILS WITHIN THE
CITY OF BROOKLYN PARK, MINNESOTA

2010

O&M-PM-10-08

Bids Must Be Received at
Operations & Maintenance Department Offices
8300 Noble Avenue North
Brooklyn Park, MN 55443

By

April 8, 2010

AT 2:00 P.M. LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

CITY OF BROOKLYN PARK

SEALCOAT OF VARIOUS BITUMINOUS TRAILS WITHIN THE CITY OF BROOKLYN PARK

PROPOSAL INDEX

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ATTACHMENTS

1. Trail District #1 Map

I. NOTICE TO BIDDERS
CITY OF BROOKLYN PARK

Invitation for Bid:

Proposals will be received at the Operations & Maintenance Department Administrative offices, 8300 Noble Avenue North, Brooklyn Park, MN 55443, until 2:00 P.M. on April 8, 2010 for the Sealcoat of Various Bituminous Park Trails within the City of Brooklyn Park.

Submission of Bid Quote:

Bid must be submitted and received no later than 2:00 P.M. on April 8, 2010:

Mailed

Operations & Maintenance
Administrative Division
CITY OF BROOKLYN PARK
5200 85th Avenue North
Brooklyn Park, MN 55443-4300

Delivered

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

The City of Brooklyn Park reserves the right to reject any and all bids, waive technicalities, and award the bid in the best interest of the City.

I. PROPOSAL FORMS

PROPOSAL FORM

(1 of 4)

FOR

THE SEALCOAT OF VARIOUS BITUMINOUS PARK TRAILS
WITHIN

BROOKLYN PARK, MINNESOTA

TO: Dale B. Reed
Park Maintenance Superintendent
8300 Noble Avenue North
Brooklyn Park, MN 55443-4301

Dear Sir:

1. The following proposal is made for the sealcoat of various bituminous park trails described in the instructions to bidders.
2. The undersigned certifies that the Instructions to Bidders have been carefully examined and understood, and that at no time will misunderstanding of the notice be pleaded.
3. In submitting his 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.

Official Firm Name and Address:

PROPOSAL FORM
(2 of 4)
2010

SCHEDULE OF PRICES FOR
THE SEALCOAT OF VARIOUS BITUMINOUS
PARK TRAILS
IN BROOKLYN PARK, MINNESOTA

Trail Segment ID No.	Square Yards	Unit price per sq. yd.	Total trail segment cost
1-02a	150	0	0
1-02b	123	0	0
1-04	962	0	0
1-06	2369	0	0
1-09	700	0	0
1-10	2101	0	0
1-20	469	0	0
1-21	307	0	0
1-21a	580	0	0
1-25a	1174	0	0
1-25b	2112	0	0
1-26	667	0	0
1-31	1776	0	0
1-32	1031	0	0
1-33	710	0	0
1-34	1042	0	0
1-35	1311	0	0
1-36	933	0	0
1-37	316	0	0
1-38	375	0	0
1-40	1338	0	0
1-40a	4843	0	0
1-41	491	0	0
1-42	282	0	0
1-43	258	0	0
1-44	176	0	0
1-45	142	0	0
1-46	184	0	0
1-47	127	0	0
1-48	409	0	0
1-49	1486	0	0
1-50	2619	0	0
1-51	1762	0	0
1-52	1947	0	0
1-54	1405	0	0
1-56	240	0	0
Total Square Yards	36917	Total Base Bid	0

PROPOSAL FORM
(3 of 4)
2010

SCHEDULE OF PRICES FOR
THE SEALCOAT OF VARIOUS BITUMINOUS
PARK TRAILS
IN BROOKLYN PARK, MINNESOTA

Product Type Bid _____

The City of Brooklyn Park reserves the right to add or delete trails, adjusting quantities respectively: to equal a dollar amount budgeted for this type of trail maintenance and construction. Twenty-five (25%) percent shall be maximum adjustment accordance with Section II (11).

BID BY: _____

TITLE: _____

DATE: _____

PROPOSAL FORM
(4 of 4)

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.

Signed _____
Firm Name _____

Subscribed and sworn to be on this _____ day of _____,
2010. _____ My Commission Expires
_____.

Bidders E.I. Number

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury
Department Form 940) _____.

Fair Trade Items

List below each item upon which a bid is made, the price of which is affected by a resale price maintenance or "fair trade" contract between the bidder and the person or firm supplying the item to the bidder (use reverse side if necessary).

II. GENERAL SPECIFICATIONS
THE SEALCOAT OF VARIOUS BITUMINOUS
PARK TRAILS
IN BROOKLYN PARK, MINNESOTA
2010

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 55443-4300

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 Operations & Maintenance Department Representative 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 accepts 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 Operations & Maintenance Department Representative 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 Operations & Maintenance Department Representative 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 Operations & Maintenance Department Representative 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. (See Section III).

No subcontractor will be permitted to commence work until authorization by the Operations & Maintenance Department Representative to proceed is received in writing by the Contractor.

4. SUBMISSION OF BIDS

Sealed bids will be received at the City of Brooklyn Park, Operation & Maintenance Department Administrative Offices, Minnesota, up to the date and hour as specified in the Notice to Contractors at the Maintenance Facilities, Building A, 8300 Noble 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 Proposal Forms and Specifications 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 Dale Reed 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 form 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.

Fax or E-mail 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. 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.

7. 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 which omits acknowledgment of the receipt of addendums may be rejected.

8. MATERIAL SOURCES

After the bids have been received, when requested by the Operations & Maintenance Department Representative, 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.

9. EXECUTION OF CONTRACT

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, if required, 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 certificates of insurance coverage. No contract will be executed until the required insurance certificates are submitted and have been approved as to form by the City.

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 Operations & Maintenance Department.

10. 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.

11. QUANTITY ADJUSTMENTS

The City reserves the right to add or delete, adjusting quantities respectively, to properly complete the project. Twenty five (25%) percent shall be the maximum adjustment in accordance with city of Brooklyn Park.

12. IC-134

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

III. 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 (and 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.

IV. DETAILED SPECIFICATIONS

THE SEALCOAT OF VARIOUS BITUMINOUS PARK TRAILS IN BROOKLYN PARK, MINNESOTA 2010

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 sealcoating of various park trails within the City of Brooklyn Park as denoted on the attached map.

2. INSPECTION AND SUPERVISION

The City of Brooklyn Park Operations & Maintenance Department is the authorized representative (Engineer) and will provide necessary inspection and construction administration 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 shall apply using English measurement units as except as further modified in the 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 or her 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 (Operations & Maintenance Department) before they are in effect.

4. COMPLETION SCHEDULE

All work under this contract shall be completed on or before August 27, 2010. Liquidated Damages of \$200/per day will be assessed.

5. 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.

6. PRECONSTRUCTION CONFERENCE

Prior to the start of work, there will be a pre-construction conference arranged by the Operations & Maintenance Department. Representatives of the City, the Contractor and private Utility Companies (if necessary) will be notified to be present at this meeting.

7. COMMENCING WORK

Work on this project shall not begin before July 26, 2010.

The Contractor shall notify the Operations & Maintenance Department of his intentions to commence work at least one day (excluding Saturdays, Sundays and Holidays) 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.

8. TRAFFIC CONTROL MEASURES

The Contractor will provide all flagmen (minimum of two or more if directed by Operations & Maintenance), 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 latest Edition of Minnesota Manual on Uniform Traffic Control Devices, including Temporary Traffic Control Zone Layouts Field Manual dated January 2004.

9. PROTECTING UTILITIES AND PROPERTY

The Contractor shall be responsible for protecting utilities from damage and all vehicles/property from damage from drifting sealcoat material. The Contractor is responsible for any vehicle/property cleaning and repainting.

10. SPECIAL PROVISIONS

A.1 GENERAL

A.1-1 All areas to be sealcoated shall be swept clean prior to sealcoating.

A.1-2 Special care shall be taken to avoid spilling bituminous material on adjacent concrete surfaces. Any spills shall be cleaned up immediately.

A.1-3 Because the park trails are heavily used by the public, there are restrictions on when the Contractor will be allowed to work. Contractor will be allowed to conduct his or her operations on Monday through Friday of each week. No sealcoating will be permitted on Saturday or Sunday, or at times when special events are planned for a park trail. No sealcoating will be allowed after 6 p.m. when trail use peaks.

A.1-4 Exact schedule of work will be approved by the Operations & Maintenance Department representative before sealcoating begins at each park.

A.2 ACCESS

Access within a park is limited by the trees and vegetation next to the existing subgrade. Where appropriate, Operations & Maintenance will aid the Contractor in determining where “access roads” may exist parallel to the trail.

In some locations, all access within the park will be only along the trail itself. Some areas will require driving or backing for long distances around sharp tight corners.

A.3 PATCHING

Patching will be completed by Operations & Maintenance Department prior to Contractors start date.

A.4 CRACKFILLING

Crackfilling will be completed by Operations & Maintenance Department prior to the Contractors start date.

A.5 SEALCOATING

A.5-1 Weather Limitations

The sealcoat shall not be applied when the weather is foggy or rainy, or when the ambient temperature is below 45 degrees, Fahrenheit, nor shall the sealcoat be applied if such conditions are anticipated during the next eight (8) hours.

A.5-2 Quality of Workmanship

The finished surface of the sealcoating shall be free of ridges and tool marks. Application shall be of uniform thickness.

A.5-3 Application

The sealcoat material shall be applied by a machine which is specially designed for such work and is large enough to cover the width of the trail in one pass. The machine shall be equipped with a **spray bar** to apply the sealcoat material in a uniformly over the width of the trail. Operations will be closely inspected by the Operations & Maintenance Department representative.

A.5-4 Product – Any of following sealcoat products are approved for this work, or an approved equal by the Park Maintenance Superintendent:

- Master seal concentrated asphalt sealer with aggregate as manufactured by Seal Master Company of St. Paul, MN.
- Ultra Blend pavement sealer (25% coal tar and 75% asphalt emulsion) with aggregate as manufactured by Vance Brothers, Inc. of Ramsey, MN.
- GSB-88 Emulsified Sealer/Binder as manufactured by Asphalt Systems, Inc., **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and that items A.5-4 b and c are also adhered to.**
- CRS-2p, polymer modified emulsion, 3 to 1 emulsion to water ratio, **provided the silica sand aggregate gradation matches 5-4a and is applied at a rate of two (2) pounds per square yard and that items A.5-4 b and c are also adhered to.**
- Or approved equal

- a. Mixing Procedure
Mix concentrated sealer with four (4) pounds of silica sand per one (1) gallon of material to a uniform consistency before using.

Silica sand aggregate graduation

<u>Sieve Size</u>	<u>Percentage by Weight Passing Sieves</u>
No. 16	100
No. 20	85-100
No. 30	15-85
No. 40	2-15
No. 100	0-2

Dependent on the product, if one coat is used then dilute each 100 gallons of sealer with 20-25 gallons of water. If two coats are used then, in the first coat, dilute each 100 gallons of sealer with 20-30 gallons of water. For the second coat, dilute each 100 gallons of sealer with 20-25 gallons of water.

- b. Application
 Dependent on the product used, applications may be made in one or two coats. If two coats are to be applied, apply second coat after first coat is dry to touch. It is recommended that the seal coat be allowed to cure 24 hours before opening to traffic.
- c. Coverage
 Total coverage for either a one or two coat application shall be .23 gal/sq.yd.

A.5-5 Basis of Payment

The basis of payment for seal coat shall be per square yard which will be considered to be payment for all labor and materials necessary to complete the work.

A.6 TRAIL PREPARATION

- A.6-1 Edge cleaning – Prior to sealcoating, the Contractor will be required to clean the edges of the trails with a string trimmer or edger to remove all vegetation and other materials. This item is incidental and will not be paid for separately.

A.7 INSPECTION AND TESTING MATERIALS

- A.7-1 All work will be done under the supervision of the Operations & Maintenance Department representative.
- A.7-2 Plant certification will be required for all sealcoat materials.

A.8 TRAIL SIGNING AND BARRICADING

- A.8-1 Contractor will be required to provide an adequate number of barricades and signs to prevent **all** public access to the portion of the trail under construction each day. Barricades shall be left in place until the particular operation has been completed or the sealcoat is completely cured.
- A.8-2 At each barricade, Contractor shall furnish and place the typical information sign as detailed below and also the standard orange warning sign W21-2 "Fresh Oil".
- A.8-3 Location of barricades and signs shall be as directed by the Operations & Maintenance Department representative.
- A.8-4 Plastic warning tape will be required to be placed along pathways in the public use areas.

A.9 LOAD LIMITS

- A.9-1 Contractor shall take care to prevent damage to trails by his operations.
- A.9-2 Contractor must confine his operations to the immediate area of the trail. Only the lightest loads will be permitted on the trail. A maximum of **300 gallons** will be allowed on any one load and a maximum of **26,000 GVW** on any vehicle used in the operation.
- A.9-3 Any damage, ruts or erosion caused by the Contractor's operations must be repaired to the satisfaction of the Operations & Maintenance Department representative.

A.10 STORAGE OF MATERIALS

Where possible, the Operations & Maintenance Department will provide an area near the project where the Contractor can store and load materials.