

Class of Work 2024 Bituminous Seal Coat ****ADDENDUM****

**STATE OF MINNESOTA
CITY OF COLD SPRING**

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GOVERNING SPECIFICATIONS

The 2005 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction, shall govern on this Contract except as specifically stated otherwise in these special provisions.

PROPOSAL FOR SEAL COAT

To furnish and deliver all materials and to do and perform work, in accordance with the Contract, the Plans, and the approved Minnesota Department of Transportation "Standard Specifications for Construction", 2000 Edition, on file in the office of the Stearns County Auditor, shall govern, except as modified or altered in the "Special Provisions" contained herein, for the 2024 Bituminous Seal Coat Project, on which proposals will be received until **11:00 a.m., on Monday, July 8, 2024**; this work being located on various roads as indicated in the proposal.

FOR SPECIAL PROVISIONS, SEE ATTACHED SHEETS

To Cold Spring City Council:

According to the advertisement of the City of Cold Spring inviting proposals for the improvement of the sections of roadway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the City of Cold Spring:

(I)(We) hereby certify that (I am) (we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to the full amount of the Contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by Stearns County.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Cold Spring all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

**SPECIAL PROVISIONS
2024 BITUMINOUS SEAL COAT & FOG SEAL**

Bituminous Material for Seal Coat

The bituminous material for seal coat shall be emulsified, cationic grade CRS-2 for FA-2 Granite Chips.

Seal Coat Aggregate

The aggregate for bituminous seal coat shall be produced in accordance with the provisions of 3127 except as modified below:

The contractor shall notify the Cold Spring Public Works Director at least five (5) days in advance of the date he intends to stockpile or use the mineral aggregates, so it may be tested to determine if it meets specifications.

Estimated quantity for Granite Chips is based on 25 pounds per square yard.

Bituminous Seal Coat

The Contractor is responsible for cleaning the existing pavement of any and all debris prior to the application of any Bituminous Seal Coat.

The Bituminous Seal Coat shall be constructed in accordance with the Provision of 2356, except as modified below:

The bituminous material to be used on this project shall be CRS-2 Emulsified Asphalt. [Estimated quantities are based on 0.25 gallons per square yard for Granite.](#) The Contractor shall notify the Cold Spring Public Works Director so he can arrange to have all bituminous material sampled before the material is used on the project. If the bituminous material is obtained from suppliers authorized to certify their shipments by MN/DOT for the 2024 construction season, no further testing will be required.

Paragraph 2356.3A, Construction Requirements (Restrictions) pertaining to pavement temperature, air temperature, and relative humidity will be strictly adhered to during this contract.

Equipment

The bituminous material shall be applied with a hydrostatical driven distributor meeting the requirements of Specification No. 2321.3 C1. A minimum of two (2) distributors, with a minimum capacity of 2,000 gallons each shall be on the project, available for use.

A self-propelled aggregate spreader with a minimum 13-foot hopper shall be used to apply the aggregate.

Pneumatic rollers shall be 11-wheeled and shall weigh not less than 200 pounds per inch of rolling width. A minimum of three (3) rollers shall be on the project, available for use.

Protection of Surface

Protection of the surface shall be maintained in accordance with the provisions of 2356.3G, except as modified below, and as directed by the Cold Spring Public Works Director.

Protection of the surface shall be maintained in accordance with the provisions of 2356.3G, except as modified below, and as directed by the Cold Spring Public Works Director.

1. Seal coating operations conducted only between 7:00 A.M. and 7:00 P.M.
2. Regulations of the Minnesota Department of Health and as adopted by the Owner, prohibits the indiscriminate use of all water hydrants by persons other than the Owner's forces.

3. Assign at least one (1) laborer strictly to walk behind the chip spreader operation to hand broom or clean up any missed area or piles of aggregate.
4. Application of bituminous material to concrete curb surfaces and into city storm sewers is prohibited. The Contractor will be responsible for the immediate removal of said material.
5. The City of Cold Spring will be responsible for sweeping after the work has been performed.

Maintenance of Traffic

Restricted use of the roadways seal coated shall be permitted as provided in Section 1404 of the Specifications, except as modified below:

The Contractor shall provide a laborer for traffic control as well as furnish, erect and maintain all barricades, signs, and lights specified by both him/her and the department. This will be considered to be incidental work, and no direct compensation will be made therefore. The Contractor shall relieve Cold Spring of all liabilities due to the signing or lack thereof.

(2580) Temporary Lane Marking

There will be no temporary lane marking.

Time Schedule

All work shall be done between **August 13, 2024 and September 13, 2024**. The work occurring shall be completed within 10 working days after it commences. The following provision shall apply to scheduling the project:

- A. Prior to starting work, the Contractor shall meet the Public Works Director to discuss the method and means of material and means of material supply, a work schedule, and a general review of the specifications. The Owner shall be responsible for patching of streets prior to the Contractor applying seal coat. The Contractor shall notify the Public Works Director of deficient areas prior to performing work.
- B. The Contractor is responsible for notifying the Public Works Director 72 hours in advance of the seal coating operations for developments to allow the Public Works Director time to distribute notification to the residents restricting parking and use during the seal coat operation.

Basis for Payment

Payment for the accepted quantity of seal coat at the contract bid price per square yard shall be considered compensation in full for all costs of furnishing and applying the material as specified, including equipment, materials and labor for cleaning the existing pavement, applying temporary pavement markings, purchase, delivery and application of aggregate, purchase, delivery and application of bituminous material for seal coat and any other requirements as specified.

The Provisions of 1903 will not apply to any quantities under this Contract. The Engineer reserves the right to eliminate or change any of the projects if he deems necessary.

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall, if requested, furnish the Owner with satisfactory proof of carriage of required insurance.

(a) Compensation Insurance

The Contractor shall take out and maintain, during the life of this contract, adequate Workman's Compensation Insurance for all of his employees employed at the site of the project and in case any part of his contract is sublet, the Contractor shall require his subcontractor similarly to provide adequate Workman's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

(b) Public Liability and Property Damage Insurance

The Contractor shall take out and maintain, during the life of this contract, such Public Liability and Property Damage Insurance as shall protect him all of his construction subcontractors from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Property Damage Insurance in an amount not less than \$1,000,000.

(c) Automobile Insurance

The Contractor shall take out and maintain, during the life of this contract, Automobile Public Liability Insurance in amounts not less than \$1,000,000 and Property Damage Liability Insurance in an amount no less than \$1,000,000 if any trucks or motor vehicles are engaged in operations within the terms of this contract on the site of the work to be performed thereunder, covering the use of all such trucks or motor vehicles, unless such covering is included in the insurance required by subsection (b) hereof.

(c-1) Contingent or Protective Liability and Property Damage Insurance

This insurance is intended to protect the principal contract against any claims for damage resulting from injury caused by a subcontractor or by a subcontractor's employee. Therefore, it should be furnished by the general contractor in case any of the work is sublet and also by a subcontractor who, in turn, sublets any part of his work, unless the Public Liability and Property Damage Insurance of the principle contractor specifically includes the operations of subcontractors or unless in the determination of the Owner, the risk involved does not warrant carrying such type of insurance.

(d) Indemnification

The Contractor shall assume the defense of, and indemnify and save harmless the Owner and each and every officer, employee and agent thereof from any and all loss, liability or damage and from all suits, actions damages or claims, of every name and description, which the Owner or any of its officers, employees, or agents may incur or subjected to or put by reason of injury to persons or property in the execution of the work or resulting from negligence or carelessness on the part of the Contractor, his employees, subcontractors or agents, in the delivery of materials and supplies, or by or on account of any act or omission of the Contractor, his employees, subcontractors or agents, including, but not limited to, any failure to fulfill the terms of or comply with all laws and regulations which apply to this contract.

**TO THE
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am in compliance with Minnesota Statutes Section 363.073 and (check one of the two below, as applicable).

___ Have a certificate of compliance issued by the Department of Human Rights.

___ Have applied for a Certificate of Compliance to the Commissioner of Human Rights, which is pending.

Signature of Bidder

POSITION _____

NAME OF FIRM _____

DATE _____, 20 _____

This form is used to furnish proof of necessary compliance with Minnesota Statutes Section 363.073, implementing the rules and regulations of the Minnesota Department of Human Rights. All questions should be referred to the Minnesota Department of Human Rights, Room 60, State Office Building, St. Paul, Minnesota, Telephone No. 651-297-1687

Cold Spring
2024 Seal Coating & Fog Seal Bid Form
 Bid Deadline: **11:00 a.m. on Thursday, June 6, 2024**

THIS BID IS SUBMITTED TO: City of Cold Spring
 27 Red River Avenue South
 Cold Spring, MN 56320
 Phone: (320) 685-3653

COMPANY SUBMITTING BID: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

ITEM	QUANTITY	UNIT PRICE		AMOUNT	
		DOLLARS	CENTS	DOLLARS	CENTS
BITUMINOUS SEAL COAT (FA-2 GRANITE CHIPS)	13,339 Sq. Yd.				
FOG SEAL	13,339 Sq. Yd.				
Alternate/Additional Bid	2,397 Sq. Yd.				
		BID TOTAL			

- I. Work pledged. The undersigned (the "Bidder") proposes and agrees, if this Bid is accepted, to perform and furnish all Work for the City as specified or indicated in the Specifications and Special Provisions for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

- II. Terms accepted. Bidder accepts all of the terms and conditions of the Bid Form and Specifications and Special Provisions. The City reserves the right to adjust the bid quantity.

- III. Bid Security and Performance Bond. Bid Security shall be made payable to the City of Cold Spring, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a bid bond issued by a surety.

The Bid Security of the successful bidder will be retained until such bidder has executed an Agreement provided by the Owner for the Work and has provided a performance bond equal to the amount of the Bid, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required performance bond within 15 days of the receiving notice of the award of the Work, the City may annul the award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earliest of the seventh day after the effective date of the agreement and the required performance bond is furnished, or the sixty-first day after the bid opening. Bid Security of other Bidders will be returned within seven days of Bid opening.

IV. Representations. In submitting this Bid, the Bidder represents that:

- A. The Bidder has examined copies of all specifications and this bid form.
- B. The Bidder familiarized itself with the nature and extent of the specifications Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- C. The Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the specifications.
- D. The Bidder has given the Owner written notice of all conflicts, errors or discrepancies that it has discovered in the specifications and the written resolution thereof by the Owner is acceptable to the Bidder.
- E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the Owner.

V. Work. The Work to be included in this Bid shall consist of the tasks indicated here and as specified in addendums prepared prior to the bid opening, if any. Payment shall be made based upon the number of actual square yards covered in performing the Work, at the bid unit price per yard. There shall be no payment made for other materials utilized, labor employed or related expenses incurred in performing the Work. The Owner has measured the length and width of each street in determining the total yardage. If the Bidder believes that the yardage for a given street is greater than that stated on this Bid Form, they must demonstrate to the Owner the correct measurements on site. The location of the proposed site for stockpiling aggregate brought in for the Work will be as determined by the [Owners](#).

VI. Street Sweeping. The City of Cold Spring shall be responsible to perform the street sweeping after the work has been performed.

VII. Submittal information.

Bids may be mailed or delivered to the address above. Bids will be accepted until **11:00 a.m. on Monday, July 8, 2024** at City Hall; they will be opened publicly and tabulated immediately after this deadline. All bids must be submitted on this Bid Form in order to be accepted. Bids are generally submitted to the City Council for consideration at their meeting immediately preceding the bid deadline. **The Owner reserves the right to modify quantities, reject any or all bids, and waive any irregularities.**