



SPECIAL COUNCIL MEETING AGENDA

AFTON CITY COUNCIL CHAMBERS

3033 St. Croix Trail South

Tuesday, May 23, 2017

At 7:00 p.m.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA – May 23, 2017 Special Council Meeting**
- 4. CITY COUNCIL BUSINESS**
 - A. Downtown Village Improvement Project**
 - a. Funding and Timing
 - B. Supplemental Contract for 2017 Pavement Management Project and Related Engineering Costs**
 - C. Price Quote from Tri County for Culvert Replacements Needed for the Streets to be Added to the 2017 Pavement Management Project**
 - D. Price Quote for Culverts for Supplemental Streets**
 - E. River Road Improvement**
- 5. ADJOURN**

A quorum of the City Council or Other Commissions may be present to receive information at, but not limited to, any of the following meetings: Planning Commission; the Public Works Committee; Parks Committee; Design Review and Heritage Preservation Commission; Lower St. Croix Cable Commission; LSCWMO; MSCWMO; I-94 Corridor Coalition and the 5-City Mayor's Alliance.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date May 23, 2017

Council Action Memo

To: Mayor Bend and Members of the City Council
From: Ron Moorse, City Administrator
Date: May 17, 2017
Re: Downtown Village Improvement Project Funding Update

The state legislative session will close on Monday, May 22, and the status of the bonding bill that includes important funding for the Downtown Village Improvement Project is not clear. If a bonding bill is not passed, it would have a substantial impact on the funding of the Downtown Project, and would require the City to delay a significant portion of the project or determine other funding sources. If the bonding bill does not pass, the Council will need to discuss options regarding delaying a substantial portion of the project or identifying other funding sources. The City Engineer is developing an alternative funding option that will be discussed if the passage of the bonding bill is in doubt.

Council Action Requested:

Council action requested will depend on the status of the bonding bill.

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Afton, MN 55001

Meeting Date May 23, 2017

Council Action Memo

To: Mayor Bend and Members of the City Council
From: Ron Moorse, City Administrator
Date: May 17, 2017
Re: Supplemental Contract for 2017 Pavement Management Project and Related Engineering Costs

Attached are a Contract for Construction Additional Work with Park Construction Company for an additional 2.4 miles of street improvements to be added to the 2017 Pavement Management Project base contract, with an estimated construction cost of \$436,730; an Opinion of Probable Cost spreadsheet with a detailed cost estimate of the additional miles of improvements based on the same unit prices as are reflected in the base contract; and an Estimate of Project Fees, detailing the additional engineering costs related to the additional streets, with a total estimated cost of \$45,540. Diane Hankee, City Engineer, has updated the engineering hours spread sheet to show the fees only for the additional roads. She also provided a comparison of engineering fees per mile for the base bid roads and for the supplemental roads. The comparison is attached.

Council Action Requested:

- 1. Motion regarding the approval of the Contract for Construction Additional Work with Park Construction Company, with an estimated construction cost of \$436,730.**
- 2. Motion regarding the approval of the additional engineering fees for the additional work to be added to the base contract for the 2017 Pavement Management Project, in the estimated amount of \$45,540.**

**CONTRACT FOR CONSTRUCTION
ADDITIONAL WORK**

THIS AGREEMENT, made and entered into as of the 16th day of May, 2016, by and between the City of Afton, a municipal corporation under the laws of the State of Minnesota, hereinafter called the "Owner", and Park Construction Company, hereinafter called the "Contractor".

WITNESSETH:

That in consideration of their mutual covenants and agreements as hereinafter set forth, the Owner for itself and the Contractor for itself, its successors, and assigns, covenants and agrees as follows, to wit:

1. The Contractor agrees to furnish all the necessary materials, labor, use of tools, equipment, plant and every other thing necessary to perform the work designated and referred to in this Contract, including all Contractor's superintendence, and to furnish everything necessary to perform and complete **2.4 miles of additional roadway reclamation as shown on Exhibit B**; which is the subject of this Contract for Construction of Additional Work and agrees to complete the work in the unit price amounts per Park Construction Company's proposal submitted on April 6, 2017, and as attached as Exhibit A to this agreement:

This work is in addition to the work shown on the plans and drawings, entitled "2017 Pavement Management Project" prepared by WSB & Associates, Inc., and dated February 21, 2017, and shall conform in all respects with the provisions and requirements of the General Conditions, Supplementary General Conditions and Specifications for said improvement. Each and all of the aforementioned Contract Documents are hereby incorporated into this Contract by specific reference and the terms and provisions thereof are and constitute a part of this Contract as though attached hereto or fully set forth herein.

3. The Owner agrees to pay the Contractor for the performance of this Contract and the Contractor agrees to accept in full compensation therefor, the sums set forth within the aforementioned proposal of the Contractor for each unit and each type of unit of work to be performed. It is understood and agreed that the said proposal is for the construction of said Improvement on a unit price basis in accordance with the said proposal, and payment shall be by the sum of the unit prices, multiplied by the quantities of the respective units of work listed therein.
4. This contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. § 16C.285, subd. 3.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

PARK CONSTRUCTION COMPANY

CITY OF AFTON, MN

By _____

Richard Bend, Mayor

By _____

Ron Moose, City Administrator

(Corporate Seal)

(City Seal)

By _____

Authorized Official

Opinion of Probable Cost

WSB Project: 2017 Pavement Management Project
Project Location: City of Afton
City Project No.:
WSB Project No: 1856-540

Design By: DJE
Checked By: KAK

Date: 5/16/2017

Item No.	MN/DOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
A. BITUMINOUS PAVEMENT RECLAMATION - ADDITIONAL ROADS						
65	2021.501	MOBILIZATION	LUMP SUM	1	\$20,800.00	\$20,800.00
66	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	100	\$32.20	\$3,220.00
67	2104.509	REMOVE SIGN	EACH	25	\$15.10	\$377.50
68	2564.531	SIGN PANELS TYPE C	SQ FT	115	\$26.10	\$3,001.50
69	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	10	\$26.10	\$261.00
70	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	760	\$2.25	\$1,710.00
71	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	170	\$4.70	\$799.00
72	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1500	\$1.95	\$2,925.00
73	2105.501	COMMON EXCAVATION	CU YD	300	\$32.80	\$9,840.00
74	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	15	\$121.00	\$1,815.00
75	2215.501	FULL DEPTH RECLAMATION	SQ YD	35200	\$1.10	\$38,720.00
76	2211.501	AGGREGATE BASE CLASS 5	TON	600	\$12.50	\$7,500.00
77	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	2000	\$2.30	\$4,600.00
78	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	3000	\$46.60	\$139,800.00
79	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	4000	\$47.00	\$188,000.00
80	2360.503	TYPE SP 9.5 WEARING COURSE MIX (2,C) (3.0" THICK) DWY	SQ YD	760	\$0.01	\$7.60
81	2505.601	UTILITY COORDINATION	LUMP SUM	1	\$0.28	\$0.28
82	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	100	\$74.80	\$7,480.00
83	2506.602	ADJUST FRAME AND RING CASTING (STORM)	EACH	2	\$618.00	\$1,236.00
84	2118.501	CLASS 5 AGGREGATE SURFACING	TON	15	\$47.30	\$709.50
85	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$663.00	\$663.00
86	2573.535	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	5	\$653.00	\$3,265.00
Total Schedule A - BITUMINOUS PAVEMENT RECLAMATION - ADDITIONAL ROADS						\$436,730.38



Estimate of Project Fees
2017 Pavement Management Project
 City of Afton, MN

Phase	Description	Estimated Hours										Amount	
		Senior Project Manager	Project Manager	Engineering Specialist VI	ROW	2-Person Two-Person	Graduate Engineer	Construction Observer	Survey Crew Chief	Office Technician	Total Hours		
2.	Additional Roads												
	A. Topographic Survey												
	1. Field Survey					65							\$ 15,483.00
	2. Office Processing								13				\$ 10,660.00
	2. Engineering			25									\$ 1,573.00
	B. Construction Staking												\$ 3,250.00
	1. Field Staking					40							\$ 7,770.00
	2. Office Processing / Field Calculations								10				\$ 6,560.00
	C. Construction Observation												\$ 1,270.00
	1. Pre-Construction Meeting	2						2					\$ 716.00
	2. Inspection	4						110					\$ 11,828.00
	3. Weekly Meeting	4						4					\$ 1,016.00
	4. Monthly Pay Estimates	3						3		3			\$ 987.00
	5. Final Pay Voucher	1						3		1			\$ 533.00
	D. Supplemental Agreement Construction Administration												\$ 7,207.00
	1. Project Management	8								5			\$ 1,591.00
	2. Meetings	4											\$ 1,024.00
	3. Design / Field Issues	4								20			\$ 2,688.00
	4. Resident Communications	4								10			\$ 1,648.00
	5. Project Close Out	1								1			\$ 256.00
	Grand Total Hours	35	0	25	0	105	0	122	23	9	356		\$ 45,540.00
		35	0	25	0	105	0	122	23	9	356		\$ 45,540.00
	Hourly Rate	152.00	147.00	130.00	158.00	164.00	104.00	121.00	75.00				\$ 45,540.00
	Total Direct Labor Amount	\$ 5,320.00	\$ -	\$ 3,250.00	\$ -	\$ 17,220.00	\$ 3,848.00	\$ 12,444.00	\$ 2,783.00	\$ 675.00			\$ 45,540.00
TOTAL PROJECT FEE AMOUNT													\$ 45,540.00

Good Morning,

I updated the engineering hours spread sheet to show just the add on. The Survey for Base Bid was approved so I removed it.

Cost per mile

Base Bid (topo and survey only needed on reclamation)

Topo $\$65,000/10.5\text{miles}$ (Topo was included in the $\$100\text{k}$ for design) $=\$6,191/\text{m}$ Construction Staking $\$32,000/10.5\text{miles}=\$3,048/\text{m}$ Construction Observation $\$50,000/12\text{miles}$ (mileage adj - less time on M&O) $=\$4,167/\text{m}$

Add On Roads

Topo $\$15,483/2.5\text{miles} = 6,193/\text{m}$

Construction Staking $\$7,770/2.5\text{miles}=\$3,108/\text{m}$ Construction Observation $\$10,416/2.5\text{m} =\$4,167/\text{m}$ ($\$4,664$ for curb 59th, Afton Hills slope, quantity tracking)

Supplemental Agreement ($\$7,200$) for preparing the quantities, documents for Park, software input, mapping, specification update.

$\$35,000$ (design portion of $\$100\text{k}$)/ $12\text{m} * 2.5\text{m} =\$7,200$

Summary

Cost/mile is same with the addition of Construction Observation ($\$4,664$ for curb 59th, Afton Hills slope, quantity tracking).

Diane Hankee, PE

Municipal Project Manager

WSB & Associates, Inc. | 477 Temperance Street | St. Paul, MN 55101

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date May 23, 2017

Council Action Memo

To: Mayor Bend and Members of the City Council
From: Ron Moorse, City Administrator
Date: May 17, 2017
Re: Price Quote from Tri County for Culvert Replacements Needed for the Streets to be Added to the 2017 Pavement Management Project.

Attached is the Price Quote from Tri County, in the amount of \$21,600, for the culvert replacements needed for the streets to be added to the 2017 Pavement Management Project. Tri County provided the low price quote for the culvert replacements for the streets in the base bid for the 2017 Pavement Management Project.

Council Action Requested:

Motion regarding the approval of the price quote from Tri County in the amount of \$21,600, for the culvert replacements needed for the streets to be added to the 2017 Pavement Management Project.

Tri County Services, Inc

14235 80th Street South
Hastings, MN 55033

Estimate

Date	Estimate #
5/15/2017	10

Name / Address
City of Afton

Project

Description	Qty	Rate	Total
culvert install	9	2,400.00	21,600.00
All work is complete!			Total \$21,600.00

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date May 23, 2017

Council Action Memo

To: Mayor Bend and Members of the City Council
From: Ron Moore, City Administrator
Date: May 17, 2017
Re: Price Quote for Culverts for Supplemental Streets

Attached is the price quote from True North Steel, in the amount of \$10,079.33, for the culverts needed for the streets to be added to the 2017 Pavement Management Project. True North Steel provided the low cost quote for the culverts for the streets in the base bid for the 2017 Pavement Management Project.

Council Action Requested:

Motion regarding the approval of the price quote from True North Steel, in the amount of \$10,079.33, for the culverts needed for the streets to be added to the 2017 Pavement Management Project.



Quote for CSP and Construction Products

Quote #: RB17-0047

3575 85th Avenue NE
Shoreview, MN 55126

Project: Afton Additional Pipe

Date: 5/15/2017

ESTIMATOR:
Ron Bakke

SALES CONTACT:
Michael Byrne

Letting Date:
Letting Time:

Phone: 763-780-1760
Fax: 763-780-1763
Cell Phone:
Ron.Bakke@TrueNorthSteel.com

Phone: 763-780-1760
Fax: 763-780-1763
Cell Phone: 763-258-4987
Michael.Byrne@TrueNorthSteel.com

Item	Qty	Dia. (In.)	Ga.	Description	Unit Price	U/M	Extended Price
	80	12"	16 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 7.40	/Ft.	\$ 592.00
	2			Band Galv 12" 16 Ga 1 Pc Std 12" Wide	\$ 7.40	/Ea.	\$ 14.80
	4			Flared End Section 12"	\$ 36.25	/Ea.	\$ 145.00
	258	18"	16 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 10.05	/Ft.	\$ 2,592.90
	5			Band Galv 18" 16 Ga 1 Pc Std 12" Wide	\$ 13.10	/Ea.	\$ 65.50
	6			Flared End Section 18"	\$ 44.93	/Ea.	\$ 269.58
	246	24"	16 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 13.18	/Ft.	\$ 3,242.28
	7			Band Galv 24" 16 Ga 1 Pc Std 12" Wide	\$ 21.13	/Ea.	\$ 147.91
	6			Flared End Section 24"	\$ 66.02	/Ea.	\$ 396.12
	100	36"	14 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 24.05	/Ft.	\$ 2,405.00
	2			Band Galv 36" 16 Ga 1 Pc Std 12" Wide	\$ 22.57	/Ea.	\$ 45.14
	1			Freight	\$ 150.00	/Ea.	\$ 150.00
	1			Band Galv 18" 16 Ga Dimple 10" Wide	\$ 13.10	/Ea.	\$ 13.10

Total Quote: \$ 10,079.33

ALL SALES ARE COD UNLESS NET 30 DAY TERMS CREDIT IS APPROVED IN ADVANCE. ALL TAXES ARE EXCLUDED.

UNLESS OTHERWISE NOTED: ALL CORRUGATED PIPE IS GALVANIZED (ZINC COATED) MATERIAL WITH A 2 2/3 X 1/2 CORRUGATION PROFILE,
F.O.B. JOBSITE, WITH BANDS AND BAND HARDWARE INCLUDED. CONTRACTOR ACKNOWLEDGES RECEIPT OF,
AND AGREES TO ABIDE BY THE CONDITIONS LISTED ON OUR "SPECIAL PROVISIONS".
AUTHORIZED SIGNATURE FOR ACCEPTANCE OF MATERIALS, PRICES, AND PROVISIONS OF THIS QUOTE IS DUE WITHIN THIRTY (30) DAYS

ACCEPTED BY: _____
CONTRACTOR: _____
ON-SITE CONTACT NAME: _____
ESTIMATED START DATE: _____
STATION DROP OR PILE DROP: _____
STARTING STA/PILE LOCATION: _____

DATE: _____
PHONE: _____
PHONE: _____

TRUENORTH STEEL
SPECIAL PROVISIONS



1. These Purchase Order Special Provisions are part of this Purchase Order between TrueNorth Steel (Seller) and Buyer, and supersede any prior or contemporaneous conflicting terms or conditions not expressly included in the Purchase Order.

2. Unit prices in Seller's Quotation are firm for thirty (30) calendar days from the date of the Quotation, unless otherwise stated on the Quotation. If Buyer signed this Purchase Order within the time period specified in the quotation, then those unit prices are firm for shipments delivered within six (6) months from date of this Purchase Order, subject to the other paragraphs of these Special Provisions. All shipments delivered after that 6-month period are subject to any increases in unit prices, shipping costs, etc. The products on this quote shall be subject to Seller's standard manufacturing variations, tolerances and classifications. Quantities on this quote are based on Seller's take-off and are not guaranteed.

3. Sales tax NOT included.

4. All change orders will require a WRITTEN REQUEST. Special fabrication items will require an AUTHORIZED SIGNATURE AND APPROVED DRAWINGS in order to make any changes. Previous schedules may be delayed without approvals.

5. NO DELIVERY DATES ARE GUARANTEED. Seller shall not be liable for failure or delay in delivery due to acts of God, labor disputes, local labor shortages, fire, flood, or other casualty governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Seller's reasonable control whether of similar or dissimilar nature than those enumerated. In no event shall Seller be liable for any consequential damages or claims for labor resulting from failure or delay in delivery. Claims by Buyer must be made promptly, and in no event later than 5 days after receipt of shipment, Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at, prior to, or subsequent to the delivery to the Seller unless Buyer has submitted in writing the full details to Seller prior to the 6th day after receipt of shipment.

6. STORAGE FEES If delivery is delayed beyond agreed upon delivery date, as dictated by quote and subsequent purchase order, a storage charge may be applied to the associated order. This charge will be determined by the Seller and will be of an amount equal to at least the cost incurred by the Seller to store the item. Storage fees will accrue monthly and will be billed under the terms of this quote and subsequent purchase order.

7. RESTOCKING CHARGE OF 25%. Seller may add a 25% restocking charge for all standard material Buyer returns unused, plus a freight charge on the returned items and any applicable cancellation charges. An authorized credit form must be filled out by seller and buyer before applicable items can be returned. Buyer CANNOT return any special fabrication items.

8. CANCELLATION CHARGES. If Buyer makes a written request to Seller to cancel this Purchase Order, Seller in its sole discretion, and only by written notice to Buyer, may authorize Buyer to cancel this Purchase Order. In that event, Seller shall charge Buyer a CANCELLATION CHARGE of (a) up to 25% of this Purchase Order price on standard "in stock" materials, and (b) 100% of this Purchase Order price for all other items; plus any applicable restocking charges.

9. All sales are COD unless credit is approved in advance. Payment due NET 30 DAYS from date invoiced. Buyer shall pay interest charges on all past due amounts at the rate of 1 3/4% PER MONTH (21% per annum), or if that rate is not allowed under applicable law or statute then at the highest rate allowed under applicable law or statute. Down payments may be required. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer or Seller, Seller may at its option defer further shipments, or without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security payment; and if Buyer fails to comply with such requirement, Seller may terminate this contract.

10. All terms that do not comply with Local, State or Federal Laws in Buyer's area are void; but all other terms remain in force.

11. Purchaser is responsible for payment in full regardless of payment by owner to purchaser.

12. WARRANTY. Seller warrants that the product(s) provided under this Purchase Order will comply with the plans and/or specifications Buyer provides to Seller for the product(s). Seller is fabricating and supplying the product(s) pursuant to Buyer's plans and specifications for the product(s). Seller has not provided any design or engineering services for the product(s) and is relying entirely on Buyer's design and specifications for the product(s). Seller makes no warranty and disclaims any responsibility regarding the suitability of the product(s) for Buyer's use, the design of the product(s) or the end use of the product(s). Seller also makes no warranty and disclaims any responsibility regarding the compatibility of the product(s) with structures, accessories, products, or materials not fabricated and supplied by Seller. Seller will replace any of the product(s) fabricated and supplied by Seller under this Purchase Order that Seller verifies as having not been fabricated in accordance with the plans and/or specifications Buyer provides to Seller for the product(s).

REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER RELATING TO THE PRODUCTS PROVIDED UNDER THIS PURCHASE ORDER. THIS LIMITED REMEDY DOES NOT INCLUDE ANY REMOVAL, INSTALLATION OR OTHER COSTS ASSOCIATED WITH PRODUCT REPLACEMENT. ANY REPLACED PRODUCT WILL BE SUBJECT TO THE WARRANTY PERIOD APPLICABLE TO THE ORIGINAL PRODUCT AND NO ADDITIONAL WARRANTY IS PROVIDED.

THE WARRANTIES PROVIDED BY SELLER IN THIS PARAGRAPH 11 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS AND IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF HOW THEY MAY OCCUR. ANY ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION.

13. INDEMNITY. To the fullest extent permitted by law, Buyer, for itself and its affiliates and subsidiaries, agrees to indemnify, defend and hold harmless Seller and its parent and affiliate companies and their respective officers, directors, shareholders, sureties, insurers, subsidiaries, employees, agents, representatives, and assigns from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs and disbursements, including, without limitation, any and all costs and attorneys' fees associated with investigating, preparing for and defending against any claim asserted by a third party, arising out of or relating to (a) any personal injury (including death) or property or commercial damage arising out of the failure of any product relating to this Purchase Order, except to the extent caused by Seller's failure to comply with the plans and/or specifications Buyer provides to Seller for the product(s); (b) Buyer's failure to comply with applicable law, including, but not limited to, failure to warn; and/or (c) any gross negligence, recklessness, or intentional misconduct on the part of Buyer or its employees, agents, representatives, consultants, subcontractors and suppliers (other than Seller), officers, directors, subsidiaries, affiliates, or parent company. Seller shall also be entitled to recover from Buyer all attorneys' fees and costs Seller incurs to enforce this Purchase Agreement (including without limitation these Special Provisions).

14. RIGHTS AND REMEDIES NOT EXCLUSIVE. The foregoing paragraphs of these Special Provisions are in addition to, and do not limit Seller's other rights or remedies. A reference to certain rights or remedies in any one paragraph of these Special Provisions does not limit Seller's rights or remedies under any other paragraph of these Special Provisions, or otherwise under this Purchase Order or at law, in equity or under applicable statute.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date May 23, 2017

Council Action Memo

To: Mayor Bend and Members of the City Council
From: Ron Moorse, City Administrator
Date: May 18, 2017
Re: River Road Improvement

The Public Works Committee is recommending that River Road be improved with a mill and overlay in 2017. Attached are two price quotes for the overlay and one price quote for the milling. The total cost of the quote for the milling (\$13,293 from Executive Contractors Inc) and the low quote for the overlay (\$67,980 from Buck Blacktop, Inc) is \$81,273. The price quote from Buck Blacktop, Inc was reduced due to the Executive Contractor Inc. price quote including milling related to the hook-up of driveways that was also included in the original Buck Blacktop quote.

Council Action Requested:

Motion regarding approving the price quote from Executive Contractors Inc in the amount of \$13,293.00, for the milling of River Road and the price quote from Buck Blacktop, Inc. in the amount of \$67,980.00 for the overlay of River Road.

Proposal



32 Owasso Boulevard South ■ St. Paul, Minnesota 55117 ■ (651) 484-6933 ■ Fax: (651) 484-7304

Try County Services Ben Thurmes
14235 80th Street
Denmark Township MN 55033

PHONE cell (651) 775-3209	DATE 5/11/2017
JOB NAME Afton City	
JOB LOCATION Overlay River Road	

We ~~Hereby Propose~~ to perform the work described below:

Street overlay 14X5115

- Mill around manholes and gate valves that the big mill mist
- Sweep and clean asphalt
- Tac coat with CSS1H material
- Surface with 1 1/2" of asphalt pavement
*** 1 1/2" after compaction
- Use MNDOT SPWEA240B asphalt pavement

Total = \$ 68,980.00

SEE REVERSE SIDE FOR LIEN NOTICE & GENERAL CONDITIONS

We ~~Propose~~ to furnish the above-complete in accordance with specifications, for the sum of:

Sixty Seven Thousand Nine Hundred And Eighty ----- dollars(\$ 67,980.00)

Payment to be made according to the following terms:

NET 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within *30* days.

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

IF ACCEPTED, PLEASE SIGN WHITE COPY AND RETURN

GENERAL CONDITIONS

1. PREMISES: Unless otherwise provided in the description of the work to be performed, the price of the proposed work is predicated on the following conditions and variances from the foregoing conditions shall be changed work, see paragraph 6:
 - 1.1 The work will be performed in its entirety when air and ground temperatures are above 35° F.
 - 1.2 The work will be performed in a single, continuous operation and will require only one mobilization.
 - 1.3 Buck Blacktop, Inc. will be provided with adequate access to the work site.
 - 1.4 Buck Blacktop, Inc. will be provided with a work site free of obstructions.
 - 1.5 Subgrade and base work performed by others shall have been performed in accordance with the applicable plans and specifications or to Minnesota Highway Department Standards.
 - 1.6 Buck Blacktop, Inc. will be given not less than ... days written notice to proceed, 7 days unless otherwise provided, and that Buck Blacktop, Inc. can proceed upon the date noticed.
 - 1.7 Waiting time or delays on the work site will be billed at Buck Blacktop, Inc.'s customary time and material rates.
2. EXCLUSIONS: Unless otherwise provided in the description of the work to be performed, the price of the proposed work does not include the cost of testing of compaction and materials, and the cost of bond premiums and permits, except as required by the specifications. If requested, the same will be furnished for an additional charge, see paragraph 6.
3. WARRANTY: Buck Blacktop, Inc. warrants its work against defects in workmanship for one year after installation. Buck Blacktop, Inc. warrants installed materials against defects to the extent that they are warranted by the supplier. Any work directed to be done under adverse ground or weather conditions will not be covered under warranty.
4. WORKMANSHIP: Unless otherwise required by the plans and specifications, all materials and workmanship shall be in accordance with applicable Minnesota Highway Department Standards.
5. INSPECTION: Inspection shall be the responsibility of the general contractor or owner during the progress of the work. In the absence of inspection, Buck Blacktop, Inc. shall use its best judgment to interpret the plans and specifications and Buck Blacktop, Inc.'s best judgment shall be conclusive as to its obligations thereunder.
6. ADDED OR CHANGED WORK: Additional charges will be made for added or changed work performed at the request of the general contractor or owner, and such request shall be in writing. An extension of completion time shall be granted when appropriate to the added or changed work. Field measurements of all items will be made by Buck Blacktop, Inc. and changes of quantities and specifications will correspondingly change the total price. If the scope of the work is reduced by more than 20 percent Buck Blacktop, Inc. reserves the right to negotiate new rates.
7. PAYMENT AND COLLECTION: Customer agrees to be liable for service charges which will accrue at the rate of one and one-half percent per month (1 ½ per month, 18% per annum), on any past due balance and for reasonable costs of collection including attorney's fees and lien filing costs if that becomes necessary.
8. RETAINAGES: NO RETAINAGE may be withheld unless specifically agreed to in writing by Buck Blacktop, Inc.
9. ESCROW: Buck Blacktop, Inc. shall have the right to cease work immediately and to demand either a payment bond or an escrow of funds to pay Buck Blacktop, Inc. for the work it is to do if Buck Blacktop, Inc. reasonably believes that the Owner's or General Contractor's financial responsibility is impaired. Buck Blacktop, Inc. may terminate the agreement if such demand is not met within 5 business days.
10. INSURANCE: Owner is responsible for providing Builders' Risk and/or installation insurance coverages.
11. PROPOSAL: This proposal is subject to credit approval and the availability of quoted materials.

THESE CONDITIONS, TO THE EXTENT THEY DO NOT CONFLICT, SHALL BE ADDED TO ANY OTHER AGREEMENTS AND BECOME PART OF A TOTAL AGREEMENT.

CONTRACTOR'S MECHANICS' LIEN NOTICE

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



**EXECUTIVE
CONTRACTORS
INC**

Executive Companies Inc.

PO Box 2473

Inver Grove Heights, MN 55076

Estimate

Date	Estimate #
4/9/2017	41317

Name / Address

Project

Description	Qty	Rate	Total
Mill mob		600.00	600.00
Roadtec RK500 Mill		8,213.00	8,213.00
Water Truck		0.00	0.00
Dump truck		0.00	0.00
Dump truck		0.00	0.00
Dump truck		0.00	0.00
Dump truck		0.00	0.00
Trimmer mill		800.00	800.00
Sweeper		800.00	800.00
Trucking		2,880.00	2,880.00
Mill prep 1 1/2 inch for new Asphalt overlay			
Sales Tax		7.125%	0.00
Total			\$13,293.00



Executive Companies Inc.
 PO Box 2473
 Inver Grove Heights, MN 55076

Estimate

Date	Estimate #
4/9/2017	41318

Name / Address
Afton MN River Rd

Project

Description	Qty	Rate	Total
1 1/2 new Asphalt overlay over mill prep surface with tack coat applied Does not include striping or base excavation if any soft spots additional charges will be added if needed upon approval of work. Sales Tax		77,366.00	77,366.00
		7.125%	0.00
Total			\$77,366.00