PLANS, SPECIFICATIONS AND PROPOSAL FOR FURNISHING BITUMINOUS MATERIAL

PROJECT NO. 1904

CARVER COUNTY
MINNESOTA

BID OPENING: 2:30 P.M., TUESDAY, MARCH 12, 2019

CARVER COUNTY PUBLIC WORKS
11360 HIGHWAY 212
SUITE 1
COLOGNE, MN 55322-8016

* * * * * * * * PROPOSAL * * * * * * * *

PROJECT NO. 1904

FOR FURNISHING BITUMINOUS MATERIAL
BIDS RECEIVED AT THE OFFICE OF THE
COUNTY ENGINEER
CARVER COUNTY PUBLIC WORKS
11360 HIGHWAY 212, SUITE 1
COLOGNE, MN 55322-8016
UNTIL 2:30 P.M. ON TUESDAY, MARCH 12, 2019

Proposal of _____
(Name of Firm)

_____
(Address)

_____
(Area Code - Telephone No.) (Area Code - Fax No.)

TO FURNISH AND DELIVER ALL MATERIALS IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2016 EDITION, ON FILE IN THE OFFICE OF THE COUNTY HIGHWAY ENGINEER, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

DELIVERY TO SPECIFIED CARVER COUNTY ROAD PROJECTS (REFER TO THE FOLLOWING PAGES)

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made in the Schedule of Prices in the Proposal and acknowledge addenda on the back cover sheet.

To the Board of Commissioners of Carver County:

Sir: In accordance with the advertisement of the County of Carver inviting proposals for furnishing material, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the County Engineer:

(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 whatsoever; that an examination has been made of the site of the work and the Contract form, together with the Plans, Specifications and Special Provisions for the improvement.

(I) (We) understand that the quantities of material 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 MNDOT 1903, are to be performed at the unit prices shown on the attached schedule; and 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 MNDOT 1301.

(I) (We) propose to furnish and deliver all materials specified, in the manner and at the time prescribed, all in accordance with the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part thereof.

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

(I) (We) agree to all provisions of Minn. Stat. Section 181.59 as amended.

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

SPECIAL PROVISIONS

FURNISHING BITUMINOUS MATERIAL

PROJECT NO. 1904

1. GOVERNING SPECIFICATIONS
The State of Minnesota Department of Transportation "Standard Specifications for Construction", 2016 Edition, shall apply on this contract, except as modified or altered in the following Special Provisions. The AASHTO specification M 140 for Bituminous Emulsion shall also apply.

2. PROPOSAL GUARANTY
No proposal will be considered unless it is accompanied by a guaranty complying with the requirements and providing a penal sum of at least equal to 5 percent of the total amount of the bid (under all circumstances and without exception) as provided in Specification 1208.

3. EXECUTION OF CONTRACT
The successful bidder shall be required to execute a contract in the total amount of the bid award, conditioned as required by law with sureties (a performance bond and a payment bond) satisfactory to the Carver County Attorney's Office. Upon failure of the successful bidder to execute said contract as directed by the County within (15) days after receiving written notice of the award of the contract, the money deposited as represented by the bid deposit requested in the proposal shall be forfeited to the County of Carver, not as a penalty, but as liquidated damages sustained as a result of such failure.

4. PROPOSAL AND BID ACCEPTANCE
One copy of the proposal form will be furnished by the County. In submitting a bid, the bidder shall bid on one copy of the proposal. The County reserves the right to accept or reject any or all Bids, or any part of any Bid, and to waive any defects of technicalities or to advertise for new Bids where the acceptance, rejection, waiving or advertising of such would be in the best interest of the County. The County also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves the County's best interest.

5. AFFIRMATIVE ACTION PROGRAM
It is the policy of the County of Carver not to use public funds to further any violations of state or federal equal employment opportunity law. Bidders shall express their intent by submitting a signed Affirmative Action Statement with their bid. Failure to submit a signed statement may disqualify a bidder.

6. COMPENSATION FOR ALTERED QUANTITIES
For increased or decreased quantities beyond the limits specified by the provisions of Specification 1903, no adjustments shall be allowed in the unit price of the contract item.

7. BITUMINOUS MATERIAL
   (a) The bituminous material to be furnished shall be asphalt emulsion conforming to the requirements of the AASHTO specification M 140.

   (b) The type of asphalt emulsion shall be:
      - HFRS-2 High Float Rapid Set asphalt emulsion

   (c) The bituminous material will be used for seal coating. Seal coat construction will be done by the County.

8. APPLICATION

All bituminous material shall be applied by the vendor as requested by the County.

9. DELIVERY

The bituminous material shall be delivered in transport loads, as requested, to the county roads indicated on the project location map.

10. METHOD OF MEASUREMENT

The bituminous material will be measured by weight, and the unit of measure will be gallons. A Bill of Lading (weight ticket) stamped by a printing type scale shall be furnished with each transport load of material. The Bill of Lading shall also indicate, for informational purposes, the volume of the bituminous material in the load measured at 60°F (15°C).

11. PAYMENT

(a) Payment for accepted quantities of bituminous material will be made at the contract unit price per gallon.

(b) Payment for freight charges will be made for delivery of accepted quantities of bituminous material. The bidder shall indicate the freight charge rate per Gallon of material on the "Schedule of Prices".

12. SALES TAX

Carver County is tax exempt.

13. DEMURRAGE CHARGES

Demurrage charges for which the County may become liable will be paid by the County separately and shall not be considered part of the contract unit price of the bituminous material.

14. CONTRACT TIME

The contract period shall be between June 15, 2019 and September 15, 2019, or until project completion.

15. WORK SCHEDULE

Seal coat construction is scheduled to begin in July, and the work is anticipated to take approximately two (2) weeks to complete, weather permitting. Delivery of the bituminous material will be required during this time period.

16. LIABILITY INSURANCE:

The Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the County's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

a. Commercial General Liability Insurance Policy with minimum limits of $1,500,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

$3,000,000 Aggregate
$3,000,000 Products and Completed Operations Aggregate
$1,500,000 Personal Injury and Advertising Injury
$1,500,000 Each Occurrence
$ 100,000 Fire Damage Limit
$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

b. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than $1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

c. Professional Liability Insurance (when required) in the minimum amount of $1,500,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by the Contractor, the following minimum limits apply:

$3,000,000 Aggregate
$1,500,000 per Wrongful Act or Occurrence

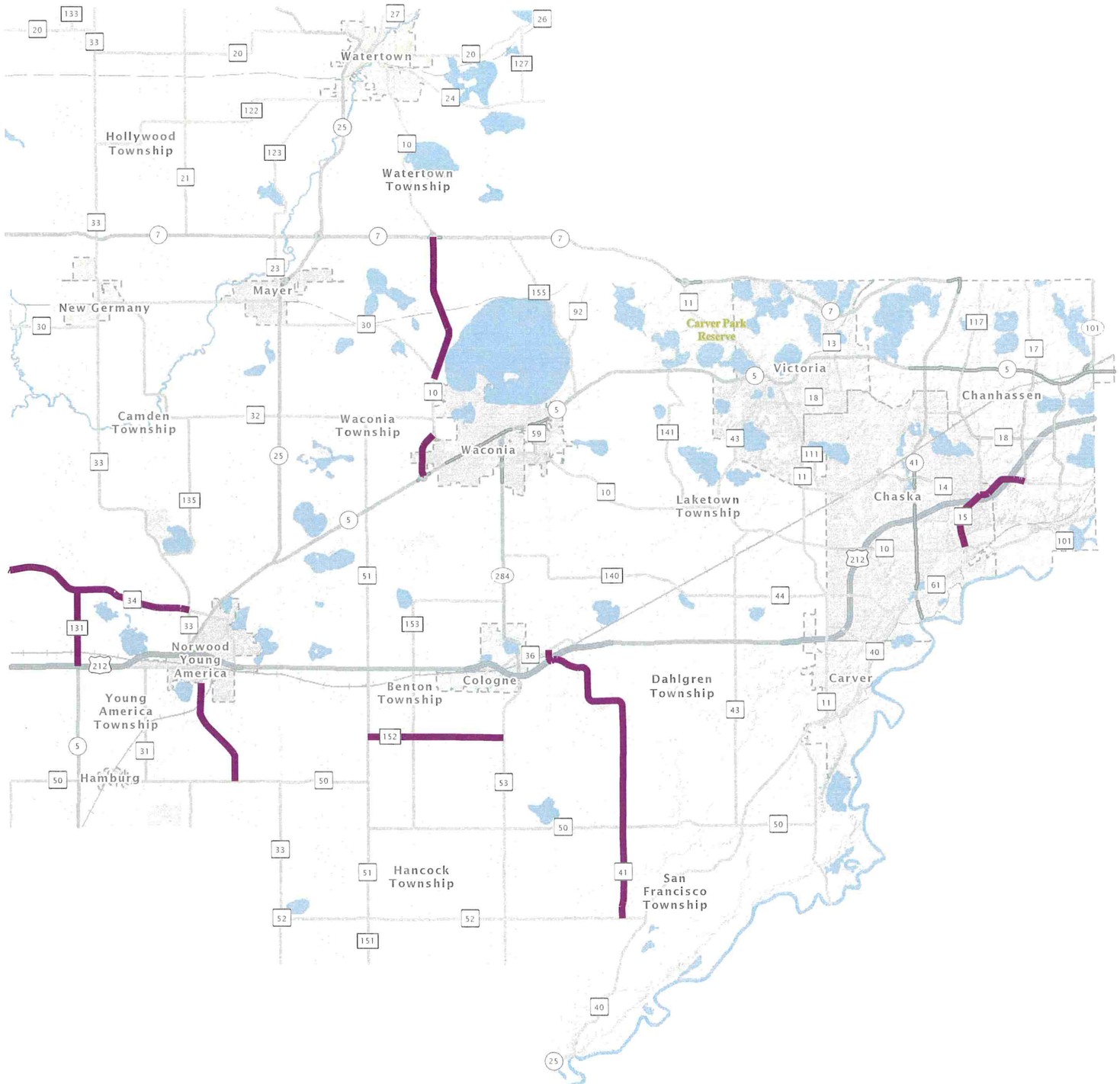
d. Excess Umbrella Liability Policy in the amount of $1,500,000 will be additionally required if any of the above policies have lower limits than stated.

e. Worker's Compensation Insurance.

f. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

17. INDEPENDENT CONTRACTOR:
The Contractor is an Independent Contractor.

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the County or the Department. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.



2019 Sealcoating Plan

DRAFT

Legend

Sealcoat

Road	Segment	Area
CR 131	CSAH 34 to TH 212	221,843
CR 152	CSAH 53 to CSAH 51	396,578
CSAH 10	CSAH 30 to TH 7	826,854
CSAH 10	rab to TH 5 rab	218,437
CSAH 14	CSAH 15 to CSAH 17	312,566
CSAH 15	CSAH 14 to CSAH 10	375,611
CSAH 33	CSAH 50 to NYA city limits	330,339
CSAH 34	CSAH 33 to County Line	581,588
CSAH 41	CSAH 36 to CSAH 52	973,229

0 1 2 4 Miles

This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

CARVER COUNTY
Public Works Division
11360 Hwy 212, Suite 1
Cologne, MN 55322
(952) 466-5200
Created: 2/21/2019

AFFIRMATIVE ACTION STATEMENT

I, We, fully intend to comply with the standards of equal employment and anti-discrimination as cited in the Civil Rights Act of 1964, as amended in 1972 by the Equal Employment Opportunity Report.

Signed _____

Title _____

(Signed copy must accompany proposal)

TO THE

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

I hereby certify that I am in compliance with Minn. Stat. Section 363 as amended, and (Check one of the two lines, 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

This form may be used to furnish proof of necessary compliance with Minn. Stat. Section 363, 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 (651) 296-5663 or 1-800-657-3704.

SIGNED COPY MUST ACCOMPANY PROPOSAL!

NON-COLLUSION AFFIDAVIT

County Project No. 1904 - FURNISHING BITUMINOUS MATERIAL

STATE OF MINNESOTA }
}ss
COUNTY OF _____}

I, _____, being first duly sworn, do depose and say:
(Name of person signing this affidavit)

(1) that I am the authorized representative of _____
(Name of individual, partnership or corporation submitting this proposal.)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his employees or agents to any person who is not any employee or agent of the bidder or of the surety on any bond furnished with the proposal, and will not be communicated to any person who is not an employee or agent of the bidder or of the said surety prior to the official opening of the proposal, and

(4) that, I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____
(Bidder or his/her authorized representative)

Subscribed and sworn to before me this _____ day of _____, 20 ___.

_____
Notary Public
My commission expires _____, 20_____.

Form 2953B (Insert for Proposal Form)
(For use with 2953A) (Rev. 1975)

SCHEDULE OF PRICES

Project Number 1904 - FURNISHING BITUMINOUS MATERIAL

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

SPEC. OR ITEM NO.	ITEM DESCRIPTION AND UNIT OF MEASURE	APPROX GALLONS	UNIT PRICE	TOTAL
			$$$$$.0000	$$$$$$.00
Base-AASHTO-M140	HFRS-2	190,000		
Base	APPLICATION OF HFRS-2 (PRICE PER GALLON)			
	FREIGHT CHARGE RATE (PER GALLON)			
			TOTAL:	

Project No. 1904 - Furnishing Bituminous Material

GRAND TOTAL $ _____

PROPOSAL GUARANTY required by 1208 of the Specifications:

"A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the County Treasurer of said County, in an amount equal to at least 5% of the total amount of the bid as computed in accordance with 1301 of the Specifications is submitted herewith as a proposal guaranty.

It is agreed by the undersigned that this Proposal Guaranty will be forfeited as provided in 1307 of the Specifications in the event this proposal is accepted and the prescribed "non-collusion affidavit" (as described in 1302 of the Specifications), the Contract and the Contract Bond are not executed."

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signed _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the _____ day of _____, 20_____.

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ an individual,

doing business under the name and style of _____.

Signed: _____, for _____ a partnership.

NAME	BUSINESS ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signed: _____, for _____, a corporation,

incorporated under the laws of the State of _____.

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

(NOTE: Signatures shall comply with 1206 of the Specifications.)