

Item 7**Sunfish Lake Engineer's Report for July 9, 2024**

By: Justin Messner, PE
City Engineer

Date: July 3, 2024

The following Engineer's Report reflects the Engineering activities undertaken this past month.

1. Engineering Activities Undertaken in the Month of June

- A. Staff has reviewed the attached quote for sealing the pavement on Charlton Road with asphalt rejuvenator (Attachment 7A) as suggested in the current CIP. Staff is waiting for a quote from Executive Contractors for crack filling on Charlton Road prior to sealing the pavement.

2. Public Works Activities Undertaken in the Month of June

- A. Pothole and shoulder repairs were completed throughout the city. The pavement seam failure at Windy Hill Road/Windy Hill Court is scheduled for mill and patching.
- B. Staff coordinated the repair of the Hornbeam Lake outlet culvert on Greive Glen Lane.

3. Building and Site Reviews in the Month of June

- A. None.

4. Anticipated Engineering/Public Works Activities for the Month of July.

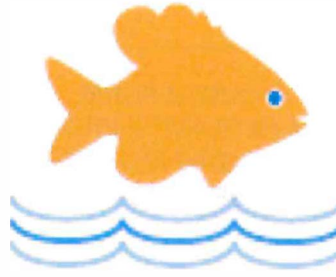
- A. Staff began conducting the pavement and culvert ratings throughout the city. Inspections will continue through the month of July.
- B. Staff will continue to coordinate cost estimates for culvert and street maintenance items and to bring them forward at future City Council meetings.

The above constitutes the Engineer's Report for the City of Sunfish Lake for July 9, 2024.

Respectfully submitted,



Justin Messner, PE
City Engineer



PROJECT MANUAL

2024 RECLAMITE PROJECT

DAKOTA COUNTY | MINNESOTA

June 3, 2024

Prepared for:
City of Sunfish Lake
P.O. Box 18281
West St. Paul, MN 55118

WSB PROJECT NO. 023875-000

Bidder:	Corrective Asphalt Materials, LLC		
Address:	300 Daniel Boone Trail		
City, State, Zip:	South Roxana, IL 62087		
E-mail Address:	adminassist@cammidwest.com	Telephone No.:	618-254-3855

QUOTE FORM
2024 RECLAMITE PROJECT
CITY OF SUNFISH LAKE, MN
WSB PROJECT NO. 023875-000

QUOTE DUE TIME 12:00 PM (NOON)

QUOTE DUE DATE: Friday, June 21, 2024

This Quote is submitted to:
kachenbach@wsbeng.com

1. The undersigned Bidder proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Quote, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. This Quote will remain subject to acceptance for 60 days, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Quote, Bidder represents that:
 - a. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - b. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - c. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - d. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
 - e. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price quote and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - i. The submission of this Quote constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement listed herein, and that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder will complete the work in accordance with the Contract Documents for the following price(s):

NO.	ITEM	UNITS	QTY	UNIT PRICE	TOTAL PRICE
1	MALTENE BASED ASPHALT REJUVENATING AGENT	SY	28,000	\$ 1.22	\$ 34,160.00
TOTAL BASE BID					\$ 34,160.00

5. Bidder acknowledges that (1) each Quote Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.

6. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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

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

7. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

8. The following documents are submitted with and made a condition of this Quote:

- a. Non-Collusion Affidavit; and
- b. Responsible Contractor Verification and Certification of Compliance

BIDDER: [Indicate correct name of bidding entity]

Corrective Asphalt Materials, LLC

By:
[Signature]

[Printed name]

Marc Taillon

Title:

Member

Submittal Date:

June 20, 2024

Address for giving notices:

300 Daniel Boone Trail

South Roxana, IL 62087

If Bidder is a corporation, what is the state of incorporation?

Bidder is a limited liability company incorporated in the State of Illinois

If Bidder is a partnership, state full name of all co-partners:

Federal Employer ID Number (EIN): 37-1359575

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. N/A

Federal Project No. N/A

State of ~~Minnesota~~ Illinois)
) ss

County of Madison)

I, Marc Taillon, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of Corrective Asphalt Materials, LLC

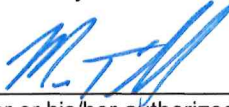
(name of person, partnership or corporation submitting this proposal)

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/her employees or agents to any person who is not an 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 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)
Marc Taillon, Member

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NAME/NUMBER: 2024 Reclamite Project

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|--|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. **Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

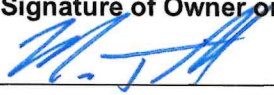
A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: Marc Taillon
Title: Member	Date: June 20, 2024
Company Name: Corrective Asphalt Materials, LLC	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NAME NUMBER: 2024 Reclamite Project

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

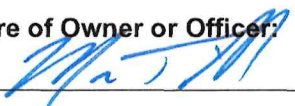
FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Mike McPhillips, Inc.	South St. Paul, MN
Miller Excavating	Stillwater, MN

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer: 	Printed Name: Marc Taillon
Title: Member	Date: June 20, 2024
Company Name: Corrective Asphalt Materials, LLC	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NAME NUMBER: 2024 Reclamite Project

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

THIS AGREEMENT is by and between The City of Sunfish Lake ("Owner") and _____ ("Contractor").

PAGE 1

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$_____.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.02 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce the Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference ids identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to ____, inclusive).
 - 2. Performance bond (pages ____ to ____, inclusive).
 - 3. Payment bond (pages ____ to ____, inclusive).
 - 4. Other bonds.
 - a. Maintenance bond (pages ____ to ____, inclusive).
 - 5. General Conditions (pages ____ to ____, inclusive).
 - 6. Supplementary Conditions (pages ____ to ____, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of ____ sheets with each sheet bearing the following general title: ____, dated ____.
 - 9. Addenda (numbers ____ to ____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. 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 the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

DIVISION 1

GENERAL REQUIREMENTS

INTRODUCTION.....	1
GR - 1 SUMMARY OF WORK.....	1
GR - 38 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME.....	1

DIVISION 1

GENERAL REQUIREMENTS

INTRODUCTION

These General Requirements amend or supplement Division I of the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction (2020 Edition). With the exclusion of *Definitions and Terms*, *Bidding Requirements and Conditions*, and *Bidding Requirements and Covenants*, unless specifically stated, provisions of MnDOT Division I which are not amended or supplemented **shall not apply** to this Contract.

GR - 1 SUMMARY OF WORK

The 2024 Reclamite Project shall include the furnishing of all labor, materials, tools, and equipment necessary to complete the pavement rejuvenation and appurtenant work as shown in Appendix A and specified herein.

GR - 38 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The provisions of MnDOT 1806 are deleted in their entirety and replaced with the following:

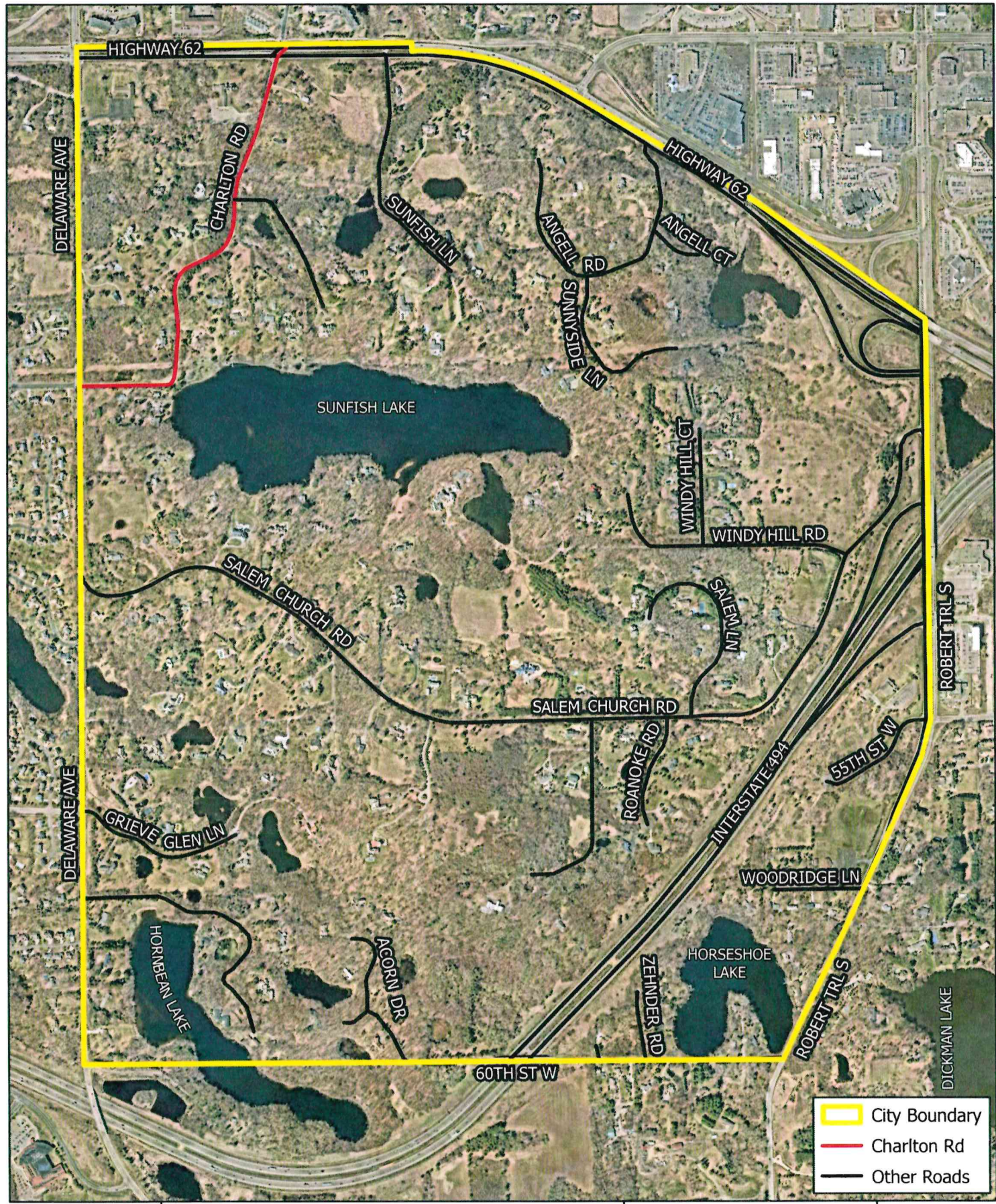
1806 DETERMINATION AND EXTENSION OF CONTRACT TIME

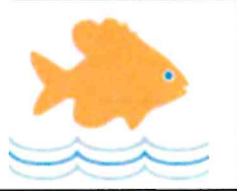
The Notice to Proceed is anticipated to be issued by the Owner in April 2023. The exact date of issuance will be determined based on the Contractor's schedule. Construction shall start within seven days of receiving the Notice to Proceed unless otherwise noted below.

The Work will be ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 31, 2024**. Final completion includes application of Maltene-Based Rejuvenating Agent, street sweeping, and removal of traffic control devices.

APPENDIX A

FIGURES





Crack Fill and Reclamite

Charlton Road
Sunfish Lake, MN

N



0 1,000 Feet

1 inch = 1,000 feet



APPENDIX B

EMULSIFIED MALTENE-BASED REJUVENATOR SPECIFICATION

Emulsified Maltene-Based Rejuvenator:

- A. General Scope:** This work shall consist of furnishing all labor, material and equipment necessary to perform the operations for the application an Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic surface courses. The rejuvenation of surface courses shall be by spray application of a cationic **Maltene-Based Rejuvenating Agent** composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be a naphthenic base stock. The asphalt binder rejuvenation shall be affected through maltene replacement technology. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.
- B. Pre-Construction:** The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.
- C. Material Specifications:** The emulsion will be a naphthenic petroleum maltene-based rejuvenating agent composed of four petroleum maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS					
Tests	Test Method		Requirements		
	ASTM	AASHTO	Min.	Max.	
Tests on Emulsion:					
Viscosity @ 25°C, SFS	D-244	T-59	15	40	
Residue, % W ¹		D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test ²		D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W ³		D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive		
Percent Light Transmittance ⁴ GB		GB	-	30	
Tests on Residue from Distillation:					
Flash Point, COC, °C	D-92	T-48	196	-	
Viscosity @ 60°C, cSt	D-445	-	100	200	
Asphaltenes, %w		D-2006-70	-	-	1.00
Maltene Dist. Ratio		D-2006-70	-	0.3	0.6
$\frac{PC + A_1^5}{S + A_2}$					
PC/S Ratio ⁵		D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵		D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins

A₂ = Second Acidaffins, S = Saturated Hydrocarbons

D. Material Performance: The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by an AVERAGE of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eighths inch (3/8") of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

When directed by the Engineer, the Contractor shall have the following additional testing performed at the cost of the owner. The extracted asphalt binder taken from the treated and untreated cores as heretofore outlined shall be further tested per ASTM D-2006-70 Rostler Analysis. The results of this testing shall indicate a decrease in the percent asphaltene content for the treated samples as compared to the untreated samples.

The bidder must submit with their bid:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (SDS) for the material showing Current CAS#'s
3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of 5 years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and percent asphaltene content.
6. Minimum of 2 physical test spots throughout state showing the products physical performance. Treatment shall be a minimum of 2 years in age showing significant surface mending, healing, and preservation qualities as compared to the adjacent control section constructed from the same asphalt mat. Detailed pictures shall be submitted with bid outlining age, location, and clear delineation between the treated and untreated section
7. Written Experience outline of the project superintendent

- E. **Product Standards:** The product "Reclamite"[®] produced by Tricor Refining, LLC is the standard for the naphthenic emulsified petroleum maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for one of these standards.
- F. **Rejuvenator Acceptance:** (Product sampling) The Engineer will take samples of the rejuvenation product proposed for use upon delivery of each shipment in accordance with ASTM D140 and store in accordance with the MSDS, Section VII for a period of at least six months after payment. Testing, as necessary, will be accomplished by the Engineer to verify information provided by the MSDS information
- G. **Applicator Experience:** The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years experience in applying the product proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.
A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work.
- H. **Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer.
- I. **Handling of Asphalt Rejuvenating Agent:** Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Engineer

- J. **Application Equipment:** The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an

allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1 to 4 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

- K. **Application of Rejuvenating Agent:** The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of 60% rejuvenating agent and 40% water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed

by the Resident Engineer, the Contractor shall take representative samples of material for testing.

- M. Street Sweeping:** The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.
- N. Traffic Control and Safety:** The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and State standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.
- O. Spreading/Ordering of Sand or Screenings:** The Contractor will furnish and apply sand or lime screenings. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract. Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the payment surface as directed by customer representative. The aggregate distributor shall apply sand or screenings at a rate of 1-4 pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas

of pavement and contractor must be available on an as needed basis to provide the required sanding.

P. Resident Notification: The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road or as required by each individual agency. The notice will have a local phone number that residents may call to ask questions. The contractor shall also place the notice on the windshield of any parked cars on the street

Q. Basis of Payment:

Pay Item

- Asphalt Rejuvenating Agent

Pay Unit

Per Square Yard

⁴ Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:

a. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

b. Apparatus:

1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
2. Graduated cylinder, 1,000 ml, or greater
3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5. Suction bulb for use with pipette
6. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

c. Calibration of spectrophotometer:

1. Calibrate spectrophotometer as follows:

- a. Set wavelength at 580 mu,
- b. Allow spectrophotometer to warm-up thirty minutes,
- c. Zero percent light transmittance (%LT) scale,
- d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
- e. Place tube in spectrophotometer and set %LT scale at 100, and,

f. Repeat steps (c) (e) two times or until no further adjustments necessary.

d. Procedure:

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2. Place 2,000 ml tap water in container.
3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4. Using suction bulb, blow emulsion into container.
5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
6. Clean pipette with soap or solvent and water. Rinse with acetone.
7. Stir diluted emulsion thoroughly.

8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9. Calibrate spectrophotometer.
10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.



Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERIENCE: FIELD FOREMAN & DISTRIBUTOR DRIVER

JOHN HOLLERAN – I have over 29 years' experience in the application of CRF & Reclamite using a distributor truck. I also have over 20 years' supervisory experience in the application of CRF & Reclamite.

1. John has never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. John has never received any complaints regarding the quality of his work from any municipality.

CONTACT INFORMATION

John "Jack" Holleran

Cell (630) 853-0832

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

A blue ink signature of Marc Taillon, consisting of stylized initials and a surname.

Marc Taillon, Member

A blue ink handwritten date "6-20-2024" written over a horizontal line.

Date

Corrective Asphalt Materials, LLC
Town of Sunfish Lake, MN

<u>Customer</u>	<u>Address</u>	<u>Contact</u>	<u>Date of completion</u>	<u>Product</u>	<u>Sq Yds</u>
Champlin, MN	11955 Champlin Drive	Chris Rachner	7/25/2023	Reclamite	23,547
Minnesota DOT - District 7	2505 Transportation Dr.	Kevin	6/30/2023	Reclamite	26,084
Columbia Heights, MN	637 38th Avenue Northeast	Dave Cullen	7/26/2023	Reclamite	34,446
Minnetrista, MN	7701 County Road 110 W	Gary Peters	8/23/2023	Reclamite	38,953
Andover, MN	1685 Crosstown Boulevard NW	Jason Baumunk	7/24/2023	Reclamite	53,894

I certify that Corrective Asphalt Materials, LLC and its employees have manufactured and applied Reclamite Rejuvenating Agent and CRF Restorative Seal for over forty years.

- 1) Corrective Asphalt Materials, LLC has not experienced any difficulty in applying rejuvenating agents while performing work within the state of Minnesota;
- 2) Corrective Asphalt Materials, LLC has never received any complaints regarding the quality of our work with the state of Minnesota;
- 3) We have never had any contracts which resulted in a lawsuit or defaulted in any contracts;

Marc Taillon

Member

6-20-2023

Date

