



# MEMO

To: Mayor and City Council  
 c/o John Tingley, City Administrator  
 From: Robin Bowman, Public Works Superintendent  
 Date: April 23, 2019  
 Re: 2019 Seal Coating & Purchase Seal Coat Rock

The City Council has allocated \$50,240 in the 2019 Streets CIP for Seal Coating Tonka Bay streets. Part of that project requires a quantity of 31,000 sq. yds. of CRS-2P seal coat oil. The cost for this has increased by \$0.17 sq. yd. over last year. Three requests were sent out and received two quotes in return. Part of the project requires seal coat chips. We will need 300 tons of chips in the color gray. Both responses included seal coat chips as an "All-in-one" option. Historically, we have purchased the seal cost rock separately. This year, it appears cheaper to buy from the same company.

<b>Company</b>	<b>Total Cost</b>
Allied Blacktop	\$39,990.00
Allied Blacktop	\$48,980.00 300 ton of seal coat chips included
Aztec Asphalt Co.	No response
Minnesota Roadways Co.	\$49,680.00 300 ton of seal coat chips included
Pearson Brothers In.	No response

<b>Company</b>	<b>Cost Per Ton Chip &amp; Trucking</b>	<b>Total Cost</b>
Dresser Trap Rock, Inc	\$32.10 chips & \$15.50 to haul	\$47.60
Martin Marietta	\$41.00 chips & \$12.50 to haul	\$53.00
		\$14,280.00
		\$15,900.00

### Attachments

- Quote's from Allied Blacktop
- Quote from Minnesota Roadways Co.
- Quote from Dresser Trap Rock, Inc
- Quote from Martin Marietta
- 2019 City of Tonka Bay RFQ Packet
- 2019 Seal Coating Map

### Council Action

Motion to approve the quote from Allied Blacktop in the amount of \$48,980.00 for 30,000 sq. yds. of CRS-2P seal coat oil & 300 tons of Chips applied, rolled and swept as needed before and after. This is a savings of \$1,260.00 for this line item.



Quote from Allied Blacktop

**Allied Blacktop Company**

10503 89<sup>th</sup> Avenue North  
Maple Grove, MN 55369

Phone: 763-425-0575  
FAX: 763-424-6791  
Cell: 612-834-0158  
www.alliedblacktopmn.com

2019 Seal Coat Proposal

Date: January 29, 2018

City of Tonka Bay  
4901 Manitou Rd.  
Tonka Bay, MN 55331  
Attn: Robin Bowman

Project: **2019 Chip Seal Project**  
Contact: Robin Bowman Phone: 952-474-2947 email: rbowman@cityoftonkabay.net

**We hereby submit the following specifications and quotation for the following:**  
Provide Bituminous Seal Coat per specifications provided by The City of Tonka Bay

**31,000 S.Y. @ \$1.29 / Square Yard**

**Total: \$39,990.00**

Payment terms are net 30 days. Note: This proposal may be withdrawn if not accepted within 30 days. All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents or delays beyond our control. Allied Blacktop Company to carry proper insurance including Workers Compensation.

Authorized Signature:   
Jeremy Swenson

**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.

**Date of Acceptance:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

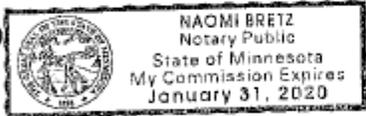
Please take notice: Any person supplying labor or materials for this improvement to your personal property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota state law you have the right to pay persons who supplied labor and materials for this improvement directly and deduct the amount from the 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 materials for the improvement and who gave you timely notice.



CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota  
COUNTY OF Hennepin

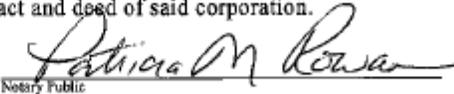
On the 1 day of February, 2019, before me personally appeared, Peter M. Capistrant to me, who being duly sworn, did depose and say: that s/he resides in Big Lake, MN that s/he is the President of the Allied Blacktop Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)  Naomi Bretz  
Notary Public  
My Commission Expires January 31, 2020

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA  
COUNTY OF Dakota

On the 1 day of February, 2019 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)   
Notary Public





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Litton E S Field Jr, Nicole M Coty, Patricia M Rowan, Erik Mueller, Individually**

of Mendota Heights, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of March, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1 day of February, 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Allied Blacktop Company

10503 89th Avenue North  
Maple Grove, MN 55369

Phone: 763-425-0575  
FAX: 763-424-6791  
Cell: 612-834-0167  
www.alliedblacktopmn.com

2019 Seal Coat Proposal

Date: April 9, 2019

City of Tonka Bay  
4901 Manitou Rd.  
Tonka Bay, MN 55331  
Attn: Robin Bowman

Project: 2019 Chip Seal Project  
Contact: Robin Bowman Phone: 952-474-2947 email: rbowman@cityoftonkabay.net

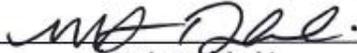
We hereby submit the following specifications and quotation for the following:

Provide Bituminous Seal Coat per specifications provided by The City of Tonka Bay

31,000 S.Y. @ \$1.58 / Square Yard

**Note: Proposal pricing updated 4-9-19 to include 1/4" Granite seal coat aggregate as requested.**

Payment terms are net 30 days. Note: This proposal may be withdrawn if not accepted within 30 days. All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents or delays beyond our control. Allied Blacktop Company to carry proper insurance including Workers Compensation.

Authorized Signature:   
Matthew Dolecki

**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.

**Date of Acceptance:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Please take notice: Any person supplying labor or materials for this improvement to your personal property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota state law you have the right to pay persons who supplied labor and materials for this improvement directly and deduct the amount from the 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 materials for the improvement and who gave you timely notice.

Quote from Minnesota Roadways Co.



4370 Valley Industrial Blvd. So.  
Shakopee, MN 55379  
Phone: 952-496-2651  
Fax: 952-496-2522

# PROPOSAL

Proposal #: 105855  
Proposal Date: 03/27/2019  
Page: 1

**Submitted To:**  
City of Tonka Bay  
4901 Manitou Rd  
Tonka Bay MN 55331

**Project:** City of Tonka Bay  
4901 Manitou Rd  
Tonka Bay MN 55331

**Client #:** 88833  
**Attention:** Robin Bowman  
**Phone:** 952-474-2947  
**Fax:**  
**Cell:**

**Project #:** 88903  
**Project Estimator:** Tom Underdahl

Description	Unit	Quantity	Price
1/4" Traprock Chip Sealcoat (With CRS-2P Polymer Modified Oil)	SY	24,000.00	\$46,800.00
<ul style="list-style-type: none"> <li>a. Sweep all areas to be sealcoated clean of any loose debris.</li> <li>b. Apply approximately .25 gallons per square yard of CRS-2P polymer modified hot liquid asphalt.</li> <li>c. Cover with approximately 25 pounds per square yard of FA-2 (1/4") traprock chips.</li> <li>d. Roll with a self-propelled rubber tired pneumatic roller.</li> </ul>			
*300 tons of FA-2 trap rock equates to 24,000 sq. yds. at a 25 lbs. per sq. yd. application rate.			
Primary Aftersweep	SY	24,000.00	\$2,880.00
<ul style="list-style-type: none"> <li>a. Sweep excess stone 4-6 weeks after sealcoating and haul debris off site.</li> </ul>			

### CONTRACT & AUTHORIZATION TO PROCEED

Please see all attachments for information & conditions that pertain to this proposal. It is the responsibility of the Owner/Representative to be familiar with any and all terms & conditions of this agreement. By signing this proposal along with the terms & conditions page, you hereby authorize Minnesota Roadways Co. to proceed with the work identified in this agreement. NO WORK will be scheduled until Minnesota Roadways Co. receives the signed proposal along with the signed terms & conditions page.

This proposal may be withdrawn by us if not accepted within 15 days.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications included in this proposal involving extra cost will become an extra charge over and above the estimate.

Contractor to carry necessary insurance, including workman compensat insurance.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MN Roadways Authorized Signature



TERMS AND CONDITIONS OF AGREEMENT

This document, together with the accompanying Proposal # 105855 dated 03/27/2019 is an agreement between Minnesota Roadways Co Inc. (the "Seller") and City of Tonka Bay (the "Client"). For purposes of this agreement "Client" will be defined as the Owner or the Owner's Representative. The individual signing this agreement hereby represents and warrants the s/he is duly authorized to execute and deliver this Agreement on behalf of the Client and that this Agreement is binding upon Other Party in accordance with its terms.

Basic Agreement: The Seller shall provide the services set forth in this agreement and as described in the accompanying Proposal. This agreement together with any expressly incorporated appendices, constitutes the entire Agreement between the Client and the Seller and supersedes all prior written or oral understandings regarding this subject. If the Client chooses to use their own contract / agreement, The Client agrees to incorporate the Seller's Proposal and Terms and Conditions page into said agreement. The Seller reserves the right to negotiate all terms in the Clients contract / agreement.

Terms of Payment: Client agrees to pay to Seller the full quoted or adjusted price for the work herein specified within 10 days of invoice date. If work takes in excess of one (1) month, Seller may invoice Client monthly for work completed and each invoice shall be paid within 10 days of each invoice date. Unpaid invoice amounts that are delinquent shall accrue interest and be payable on delinquent amounts at the rate of 1.5% per month which is an annual rate of 18%. The Client agrees to pay all cost of collecting past due accounts, including a reasonable attorney's fee whether or not suit brought. Further, should this contract be litigated for any reason, it is agreed that the laws of the state where the work was performed shall be used to construe this contract. We accept VISA, MasterCard and Discover with a 3% fee.

Client Information Accuracy: It's the Client's responsibility to notify the Seller of the correct "Bill to" address if different from the Client information.

Liens: (A) Any person or company supplying labor or materials for improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (B) 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.

Warranty: All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard industry practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. This does not include items such as expansion cracks due to ground shifting, snow plow damage, tire twist marks or normal wear and tear from use. All warranties are void if payment is not made as stipulated.

Items Not Included in Proposal: Permits, Licenses, Bonds, material testing, multiple mobilizations, towing charges, landscape restoration, irrigation repair, subsoil corrections, private utility locates/repairs, or any "Client" specific requirements are not included in this proposal unless otherwise stated in accompanying proposal. The pricing in this agreement DOES NOT include any prevailing wage requirements or holding of retainage unless otherwise stated in accompanying proposal. It is the Client's responsibility to be aware of any ADA deficiencies in the scope of work they are requesting. If the project requires any of the above listed items, a price adjustment will apply.

Utilities: Minnesota State Law requires contractors to call Gopher State One Call 3 days prior to excavation. Gopher State One Call Locate PUBLIC utilities only. It is the Clients responsibility to locate all PRIVATE utilities (ex. Parking lot lighting, fiber optic lines, landscape lighting sprinklers, etc.). The Client shall be responsible for repairing any private utility lines damaged by the Seller during the course of this project which were unmarked, miss-marked, un-documented and/or non-conforming to prevailing code.

Sprinklers: MUST be off for a MINIMUM of 24 hours prior to scheduled start time and remain off for a MINIMUM of 24 hours after all work completed.

Site Services: The property Owner / Representative is responsible to notify all VISITORS, landscapers, garbage companies or other service providers that the work zones will not be accessible during our scheduled work times and for a MINIMUM of 24 hours after project completes. In the event of a reschedule due to unforeseen conditions, again it is your responsibility to notify all visitors and service providers of the change.

Barricaded Parking Lot: Be sure all vehicles are out of the work area(s) and a MINIMUM of 25 feet away from the work area(s) a MINIMUM of 2 hours prior to the scheduled start time, unless otherwise agreed upon. Tow Trucks may need to be arranged and towing charges will be the responsibility of the Client. If any cars are left on the area of work, we WILL NOT be held responsible for any damage to vehicles.

Slope: Existing site conditions including building elevations, distance / access to storm water structures, and the ability to alter final grades may limit performance of surface run off. Slight bird baths may be unavoidable in some instance. Minnesota Roadways Co. CANNOT guarantee 100% water run-off on slopes less than 1.5% as recommended by the Asphalt Institute.

Chip Sealcoat Applications: Freshly seal coated surfaces will continue to shed small amount of excess stone after an initial after sweep has been done. Variables affecting the extent of which shedding will occur include wear and tear due to tire twisting, volume of traffic, warmer temperatures, and weathering due to rain, snow, and snow plow use.

Weather: Our quality of work is dependent on good dry weather conditions. As much as we try to complete all work in a timely manner certain weather conditions may require us to reschedule or halt work. Minnesota Roadways Co. shall not be held liable for delays in completion of projects due to inclement weather.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Quote from Dresser Trap Rock, Inc**

Robin, Fa-2 for next year will stay at \$32.10. you might want to bump the freight up \$.25 to be on the safe side to \$15.50. I do not have freight prices for next year yet.

Joe Winkel  
Vice President/Marketing  
Dresser Trap Rock  
800-537-3573  
c 612-751-7549  
[joedtr@centurytel.net](mailto:joedtr@centurytel.net)

**Quote from Martin Marietta**



Effective January 1, 2019

**St. Cloud  
QUARRY**

*Crushed Granite Aggregates*

**SALES OFFICE**

PO Box 7517  
St. Cloud, MN 56302  
Phone 320-229-2111  
Fax 320-229-2113

*We produce 100% crushed  
Granite aggregate in St. Cloud and  
Granite Falls, Minnesota.  
Our quality control labs in both  
quarries can supply you with  
samples and gradations.*

**CONDITION OF SALES**

Price Per Ton (2000 lbs.)  
No Moisture Deductions  
Sales Tax Is Not Included  
Minimum Purchase \$25.00  
Terms Net 30 Days  
Prices Subject To Change Without Notice  
We Do Not Guarantee Color Consistency  
Special Gradation Prices  
Available On Request  
Specific Gravity = 2.71 Avg.  
1.4 Ton Per Cu. Yd.  
1.8 Cu Yd./ Compacted

**FOR SALES INFORMATION**

Dan Bokinskie  
SALES REP (2)  
OFFICE: (320) 345-7182  
FAX: (320) 229-2113  
MOBILE: (320) 267-8919

ST. CLOUD SCALE OFFICE  
OFFICE: (320) 251-7141  
FAX: (320) 251-2336

2019 Contractor Pricing		
Product Code	Product Mn DOT Specs	Price FOB Quarry
0158	FILL STONE Backfill	3.90
1746	WASHED SAND (#4 - #200) Manufactured Sand	14.65
1387	3/8" UNWASHED SAND (3/8" - #200) Nature and Golf Paths	12.20
1351	1/2" UNWASHED SAND (1/2" - #200) Bituminous Mix and Walking Paths	12.20
1376	3/4" UNWASHED SAND (3/4" - #200) Bituminous Mix	12.20
0931	1/4" WASHED CHIPS (1/4" - #50) Seal Coat Chip (Call for Availability)	41.00
0935	3/8" WASHED CHIPS (3/8" - #16) Seal Coat Chip (Call for Availability)	41.00
0818	1/2" WASHED CHIPS (1/2" - #16) Bituminous (Call for Availability)	41.00
1452	CA-70 (5/8" - #4) Concrete, Bituminous (Call for Availability)	41.00
0721	3/4" WASHED CHIPS (3/4" - #4) Concrete, Bituminous, Landscape	17.10
1450	CA-1 (2" - 3/4") Drain field, Concrete, Landscape	17.10
1428	BALLAST (2 1/2" - 3/4") Bedding, Landscape	17.10
1454	CLASS 2 BASE (3/4" - #200) Driveways, Parking Lots	10.55
1455	CLASS 5 BASE (1" - #200) Road Base	10.55
1982	EROSION STONE (3" - 9") Lakeshore, Landscape	26.50
7006	RIP RAP (Class II, III, & IV) Call for sizing Erosion Control, Lakeshore/River Banks	26.50

November, 2018

APPROVED BY \_\_\_\_\_



\$12 per ton.

Thanks.

**Rick**

Rick Winter  
Huls Bros Trucking Inc  
13266 Collegeville Road  
St Joseph, MN 56374  
Phone: 320-363-7915  
Fax: 320-363-8786  
[rick@hulstrucking.com](mailto:rick@hulstrucking.com)

**2019 City of Tonka Bay RFQ Packet**



**2019 Chip Seal Project  
City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331**

Prepared By:  
Robin Bowman  
Public Works Superintendent  
City of Tonka Bay  
4901 Manitou Road



Tonka Bay MN 55331  
952-474-2947  
952-474-6538 (fax)  
[rbowman@cityoftonkabay.net](mailto:rbowman@cityoftonkabay.net)

Asphalt seal coating is a surface treatment designed to seal and protect the asphalt pavement from harmful environmental conditions such as sunlight, rain, and snow. The seal coat prohibits water from infiltrating through the pavement and deteriorating the base of materials beneath the pavement. However, the seal coating will not correct any existing issues with the material below the asphalt. Surface treatments work well where the distresses are limited to pavement surface deterioration or where cracks are minor.

The current seal coat products are designed to last between five to eight years with weather conditions driving the variation in its lifespan.

CITY OF TONKA BAY  
2019 BITUMINOUS SEAL COATING OF STREETS  
REQUEST FOR QUOTES

NOTICE IS HEREBY GIVEN that quotes will be received at the Superintendent's Office at Tonka Bay City, 4901 Manitou Road, Tonka Bay MN 55331 until 2-1-19. Said quote is for the furnishing and placement of Bituminous Material and all labor for the placement of owner furnished seal coat aggregate as well as sweeping before and after per MNDOT specs S-142.2 MATERIALS.

Placement by contractor 300 tons furnished by the city 1/4" with fines grey granite seal coat aggregate

31,000 QY Contractor furnished CRS – 2P bituminous material for seal coat

The quotes must be submitted on the quote form provided in accordance with the contract documents, plans and specifications as prepared by the City of Tonka Bay which are on file with the City Clerk of the City of Tonka Bay.

"QUOTE FOR 2019 BITUMINOUS SEAL COATING OF STREETS" and filed with the City Clerk of the City of Tonka Bay and accompanied by a cashier's check, payable to the City of Tonka Bay



for 5% of the amount of the quote to be forfeited as liquidated damages in the event the quote is accepted and should you fail to enter promptly into a written contract and furnish the required bonds.

The City of Tonka Bay reserves the right to reject any and all quotes.

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between City of Tonka Bay (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CITY OF TONKA BAY  
2019  
BETWEEN CITY OF TONKA BAY  
AND  
\_\_\_\_\_  
FOR  
\_\_\_\_\_

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed by September 27, 2019 weather pending.

2.2 **Liquidated Damages** – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Two Hundred Dollars (\$200) for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Hundred Dollars (\$100) for each day that expires after the time specified in paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACTOR’S REPRESENTATIONS



In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".
- 3.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in Triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2019.

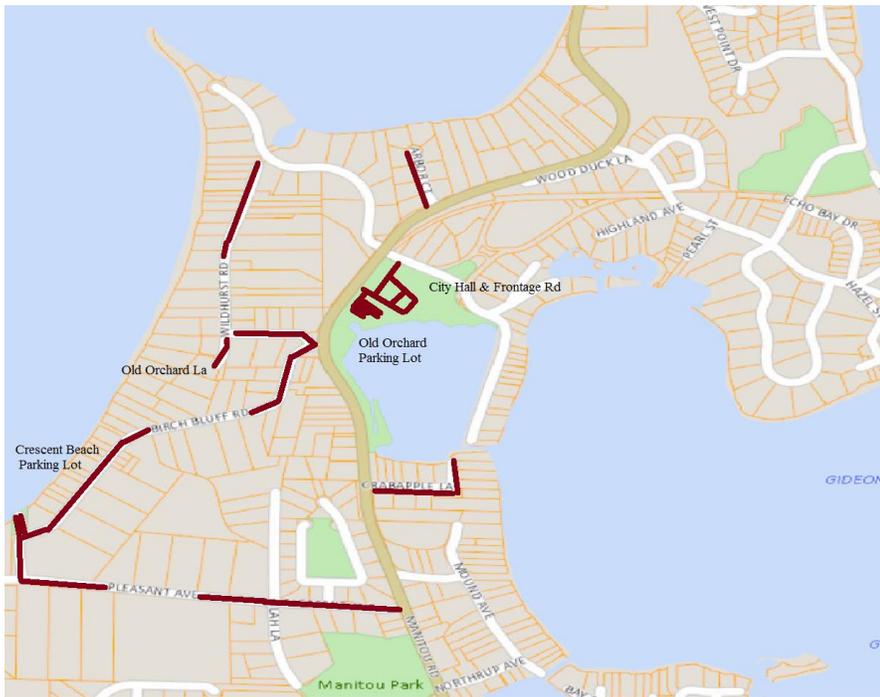
OWNER: CITY OF TONKA BAY      CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_      By: \_\_\_\_\_  
 Its Mayor      (Corporate Seal)  
 (Corporate Seal)

Attest: \_\_\_\_\_      Attest: \_\_\_\_\_  
 Address for giving notices:      Address for giving notices:  
 4901 Manitou Road      \_\_\_\_\_  
 Tonka Bay MN 55331      \_\_\_\_\_

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)      License No. \_\_\_\_\_  
 Agent for service of process:  
 \_\_\_\_\_  
 \_\_\_\_\_

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



**2019 Seal Coat Map**

- Arbor Court**
- Birch Bluff Rd**
- City Hall**
- City Hall Frontage Rd**
- Crabapple La**
- Crescent Beach Parking Lot**
- Old Orchard La**
- Old Orchard Parking Lot**
- Pleasant Ave**
- Wildhurst Rd**