

**City of Stewartville, Minnesota
Pool Resurfacing Project**

Notice is hereby given that Bids will be received by the City until **8:00am, on September 9, 2025**, at 105 E 1st St. Stewartville MN for the furnishing of all labor and material for the Pool Resurfacing Project.

Bidding Documents can be found on our website: <https://stewartvillemn.com/government/public-notices/all-public-notices/> or picked up at City Hall, 105 E 1st St.

Questions on the Pool Resurfacing Project can be asked by contacting Public Works Director, Sean Hale at 507-951-8731 or shale@stewartvillemn.com

The City reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City.

Cheryl Roeder
City Clerk

AGREEMENT

THIS AGREEMENT made as of the September 9, 2025 by and between City of Stewartville hereinafter called the OWNER and _____ hereinafter called the CONTRACTOR.

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

ARTICLE I. WORK. the CONTRACTOR will perform all work as shown in the Contract Documents for the completion of the Project generally described as follows:

2025 Pool Resurfacing Project

ARTICLE II. OWNER. The project has been designed by the City of Stewartville and their employees will act as their representatives in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between the OWNER and the CONTRACTOR are attached and made a part thereof and consist of the following:

Contract Agreement

Proposal

Instruction to Bidders

Special Conditions

Supplemental General Conditions

Performance & Payment Bonds

Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE IV. CONTRACT PRICE. The OWNER agrees to pay and the CONTRACTOR agrees to accept payment in accordance with the prices bid for the unit or lump sum items as submitted in the CONTRACTOR'S Proposal, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be_____. The schedule of payment shall be provided in the Contract Document.

ARTICLE V. This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day
and year first above written.

Owner_____

Contractor_____

By_____
Bill Schimmel, Jr.

By_____

It's_____

ATTEST:

Cheryl Roeder, City Clerk

To: City Council of Stewartville, Minnesota

The undersigned, in compliance with the invitation for bids for the 2025 Pool Resurfacing Project in Stewartville, Minnesota, having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction including the availability of material and supplies, hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary for the construction of the project in accordance with the contract documents, within the time set forth therein, at the prices listed thereafter.

The undersigned acknowledges receipt of
addenda nos. _____.

BID Price: _____

The undersigned understands that the Owner reserves the right to reject any or all proposals or to waive formality or technicality in any proposal in the interest of the Owner.

Firm Name _____

By _____

Title _____

Business Address _____

City and State _____

Phone No. _____

PROPOSAL

Proposals must be submitted on forms furnished by the City of Stewartville and filed in an envelope endorsed:

To: City of Stewartville
105 East First St.
Stewartville, MN 55976

"Bids for 2025 Pool Resurfacing Project"

Each proposal shall be accompanied by a cash deposit, certified check, cashier's check, or an acceptable bid bond, in the amount of at least five percent (5%) of the bid, and shall be made payable to the City of Stewartville, MN. The cash deposit, certified check, cashier's check or bond shall be forfeited as liquidated damages in the event the successful contractor fails to execute the Standard Form of Contract.

The Proposal quantities of the two lowest bids will be retained until the contract has been executed and approved as required by law.

BONDS AND INSURANCE

The following documents are required to be filed by the Contractor prior to the signing of the Contract.

A. Performance - Payment

The contractor shall furnish separate performance and payment bonds in an amount equal to One Hundred percent (100%) of the contract price, said bonds to be issued by a responsible surety approved by the Owner. The performance bond shall guarantee the faithful performance of the contract and the terms and conditions therein stated. The payment bond shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operation of the Contractor, and shall also guarantee the maintenance of the improvement for a period of one (1) year from and after acceptance by the Owner, without additional charge or cost to the Owner.

Said maintenance is hereby defined to mean the keeping of the work in good repair, free from any functional or structural deterioration, except that resulting from ordinary and reasonable use, which appreciably reduces the effectiveness of the improvement for the purpose intended; and free from any substantial departure from standards of original construction. All repair made necessary by said deterioration or defects in materials or workmanship shall be made at no cost to the owner under this guarantee.

B. Insurance

Certificates of liability insurance, as stated in the Supplemental Conditions.

PAYMENT

Upon acceptance of the completed project, the Contractor will be paid in the amount of ninety (90) percent of the project cost.

Payment of the retained percentage shall be withheld for a period of thirty (30) days following acceptance by the Owner, and shall be paid the Contractor at the expiration of said (30) thirty days in the event no claims, as provided by law, have been filed against such funds. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to pay the cost of such action, and to cover attorney fees.

CONTRACT TIME

The project shall be performed between September 10, 2025 and May 15, 2026, but prefer the surfacing to be completed this fall by, October 15, 2025 for the 30-day curing process.

SCHEDULE OF WORK

The Contractor shall give the City at least 24 hours notice prior to beginning the work. Work shall be performed during the normal week, Monday thru Friday only.

SUPPLEMENTAL GENERAL CONDITIONS

If the contract is awarded, the Owner will give the successful bidder a Notice of Award within (1) one day after the opening of the bids. Notice to proceed will be granted upon receipt of proper contract documents and approval of Public Works Director, Sean Hale

INSURANCE

The limits of liability insurance as required of the Contractor are as follows:

A. Public Liability and Property Damage Insurance

1. Injury or death of one person	\$200,000
2. Injury to more than one person in a single accident	\$500,000
3. Property damage	\$100,000

B. Automobile Liability and Property Damage Insurance

1. Injury or death of one person	\$200,000
2. Injury to more than one person in a single accident	\$500,000
3. Property damage	\$100,000

The Contractor shall provide the Insurance required by law and select any other insurance which he desires to protect the interests of himself and his subcontractors in the work.

SANITATION

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health.

"OR EQUAL CLAUSE"

Whenever a material or article required is specified or shown on the Plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the City's opinion. It shall not be purchased or installed without their written approval.

PAYMENT

The Owner shall, within thirty (30) day of presentation to him of an approved Application for payment, pay the Contractor the amount approved by the City Council.

PLANS AND SPECIFICATIONS

Replastering – Diamond Brite Material

Re-surfacing Specifications

- Clean, environmentally safe 40,000 psi Ultra High-Pressure Water Jetting to remove loose, hollow or deteriorated sub-surface materials in order to insure the best possible mechanical bond
- Cutting and removing the existing plaster down at least 2" away from the waterline tiling, inlets, lights and other fixtures to achieve a flush finish with the new surface
- High-pressure water blasting (3500 psi) to completely clean the prepared surface
- Placing contracting color highlight diamond tiles to demark the edges of all the steps and benches and to satisfy applicable local codes
- All labor, materials and any clean-up associated with the re-surfacing work includes a 5-year warranty.