

## **SPECIAL PROVISIONS**

### **FOR BITUMINOUS SEALCOATING OF VARIOUS STREETS**

#### **2024 STREET MAINTENANCE PROGRAM**

#### **CITY OF PRINCETON**

##### **Section 1 Location of Work**

1.1 The streets to be seal coated are highlighted on the attached maps.

##### **Section 2 Specifications Which Apply**

2.1 Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction (2020 Edition)

2.2 Minnesota Seal Coat Handbook, MN/RC-2006-34

2.2 Section 2356, "Bituminous Sealcoat" and Section 2358, "Bituminous Prime Coat" except as modified herein shall govern the proposed work.

##### **Section 3 Materials**

3.1 Bituminous materials for sealcoat shall be CRS-2.

3.2 Aggregate for sealcoat shall be FA-2 Class A virgin granite chip rock.

3.3 Bituminous materials for prime coat shall be MC-30.

##### **Section 4 Construction Requirements**

4.1 Road Surface Preparation: Clean pavements, including depressions, before seal coating. Cover iron fixtures in or near the pavement to prevent adherence of the bituminous material. Pre-sweeping of streets shall be completed by Contractor as part of this project and will be considered incidental to the bituminous seal coat.

##### **Section 5 Rates of Application** - The following is the range of application of materials, as directed by the Engineer, depending on the condition of the individual street.

5.1 Bituminous Materials (sealcoat) .28 gallons per square yard unless noted elsewhere. Construct one full lane width at a time.

5.2 Aggregate (sealcoat) 20-25 pounds per square yard.

5.3 MC-30 prime coat .25-.30 gallons per square yard, applied a minimum of 24 hours before sealcoat.

##### **Section 6 Time Schedule**

6.1 Starting date agreed upon between the Public Works Superintendent and the Supplier.

6.2 Complete work on or before September 1, 2023

**Section 7 Traffic Provisions** - The Contractor will be responsible for traffic control and the protection of the work from traffic and shall furnish all barricades, working signs, and flagmen to control the traffic.

7.1 The Contractor shall be responsible for the placement of "No Parking" signs on all streets to be sealcoated. The "No Parking" signs shall be placed a minimum of 8 hours prior to sealcoat operations.

**Section 8 Material Inspections**

8.1 The Contractor shall notify the City Engineer the source of the materials and type of sealcoat aggregate to be used in sufficient time prior to starting work so samples may be taken and tested by a commercial testing laboratory.

**Section 9 Work by Others**

9.1 The Owner will do all grading and patching of streets in advance of the sealcoating.

9.2 The Owner shall be responsible for all sweeping of streets in advance of the sealcoating.

9.3 The excess aggregate will be picked up and stock piled by the Owner and becomes the property of the Owner.

9.4 Responsibility of the sealcoated street shall be that of the Contractors from the time of application of bituminous materials until accepted by the City.

9.5 The Contractor will cover all manholes, valve boxes, and catch basins prior to application and uncover same upon completion of application.

9.6 The Contractor will be charged for any personnel and equipment supplied by the Public Works Department during application.

9.7 The Contractor shall be aware that some alleys and streets are approximately nine (9) feet in width or less. This is to include the public cemetery.

9.8 The Contractor shall "quick sweep" all surfaces prior to oil/aggregate application.

**Section 10 Bidding Procedures**

10.1 Bidding procedures will be based on materials and application costs per square yard. The City reserves the right to award the bid to serve the City's best interest.

**Section 11 Bonds and Insurance**

Performance and Other Bonds

11.1 Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until one month after the date when final

payment becomes dues, except as otherwise provided by Law or Regulation. All bonds shall be in the forms prescribed by Law or Regulation, and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 11.2 If the surety on any bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceased to meet the requirements of paragraph 10.1 Contractor shall within five days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

#### Contractor's Liability Insurance

- 11.3 Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the contract documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

- 11.3.1 Claims under workers' or workmen's compensation, disability benefits, and other similar employee benefit acts;
- 11.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 11.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 11.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
- 11.3.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
- 11.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 11.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph 10.3 shall include the specific coverages and coverages for workers' compensation and \$1,500,000 for all other coverages. All of the policies of insurance so required to be purchased and maintained (or the

certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty days prior written notice has been given to Owner by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. A copy of all certificates of insurance for the above shall be provided to the Owner.

**Section 12 Subcontract Payment Requirement**

12.1 According to *Minnesota Statutes* 471.425, Subd. 4a requires contracts of a municipality to have the prime contractor pay any subcontractor within 10 days of the prime contractor's receipt of payment. The contract also must require the prime contractor pay interest of 1.5% per month or any part of a month to the subcontractor for any undisputed amount not paid to the subcontractor within the 10 days.

Princeton, MN  
PUBLIC WORKS DEPARTMENT

**PROPOSAL FOR CONSTRUCTION AND MAINTENANCE WORK**

Proposal of \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

to furnish and deliver all materials and to do and perform all work, in accordance with the Contract, plans, and approved City of Princeton specifications, on file in the office of the City Administrator, except as specifically stated otherwise in the "Special Provisions" contained herein, for  
**Bituminous Sealcoating of Various Streets**

on which proposals will be received until **11:00 AM on April 30th, 2024**; this work being located as follows: (See attached map)

FOR SPECIAL PROVISIONS SEE ATTACHED SHEETS

**To the City Council:**

In accordance with the advertisement of the City Administrator inviting proposals for the work hereinbefore named and in conformity with the plans, specifications, and special provisions pertaining thereto, on file in the office of the City Administrator.

1. (I) (We) hereby certify that (I am) (we are) the only person(s) interested in this proposal as principal; that this proposal is made and submitted without fraud or collusion with any other persons, firm, or corporation whatsoever; that an examination has been made of the site of work and the contract form, together with the plans, specifications, and special provisions pertaining thereto.
2. (I) (We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that quantities of work are to be performed at the unit prices shown on the attached schedule; and that, at the time of opening bids, total only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid.
3. (I) (We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all in accordance with the terms of contract and the plans, specifications, and special provisions forming a part thereof.
4. (I)(We) further propose to guarantee all work performed under this contract to be done in accordance with the plans, specifications, and special provisions and in a good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance by the City Council.
5. (I) (We) further propose to begin work on or before \_\_\_\_\_  
and to prosecute said work so as to complete the same \_\_\_\_\_.

PUBLIC WORKS DEPARTMENT

**SCHEDULE OF PRICES**

**2024 Sealcoat Program**

Bidder must fill in unit prices, and make extension for each item and total. For complete information concerning these items, see Plans and Specifications.

Materials	Approximate Quantities	Item	Unit Price/ Square Yard		Total Amount	
			Dollars	Cents	Dollars	Cents
3.1 3.2	100,000 +/- square yards	Sealcoat Aggregate & CRS-2 Oil Fur- nished and Applied				

Bidder's Name: \_\_\_\_\_

Princeton, MN - PUBLIC WORKS DEPARTMENT

**2024 Sealcoat Program**

**TOTALS**

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

The Contractor agrees to all the provisions in Chapter 238 on the Minnesota Laws of 1941.

Enclosed herewith find (certified check) (bidder's bond) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), being at least 10% of the amount of the proposal, made payable to the City Treasurer, as a proposal guarantee which, if awarded to the undersigned, it is agreed by the undersigned will be forfeited in the event the form of contract and bond is not executed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**INDIVIDUAL:**

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**PARTNERSHIP:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Partners: \_\_\_\_\_

**CORPORATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A corporation incorporated under the laws of the State of \_\_\_\_\_

Corporate Seal  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Treasurer

TO THE  
CITY OF PRINCETON  
OFFICE OF THE PUBLIC WORKS SUPERINTENDENT

"I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1969, and: (check one of the two below as applicable)

Have a certificate of compliance issued by the Department of Human Rights.

Have applied for a certificate of compliance to the Commissioner of Human Rights, which is pending.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed or Typed Name of Bidder

Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

This form may be used to furnish proof of necessary compliance with Minnesota Statutes, Section 363, implementing the rules and regulations of the Minnesota Department of Human Rights. All questions should be referred to the Minnesota Department of Human Rights, Room 60, State Office Building, St. Paul, MN, 651-296-5663.



**Responsible Contractor Verification**  
Minnesota Statute 16.285

City of Princeton Bituminous Sealcoat Project  
Year 2024

The undersigned is an owner / officer of \_\_\_\_\_,  
submitting a bid or proposal and swears under oath that, as of the time of  
submitting its Bid of Proposal for the above referenced project ("project"), the  
company verifies compliance with each of the minimum criteria in Minnesota  
Statute 16C.285, sub. 3.

Any first-tier subcontractors that the company preliminarily intends to engage for  
work on the project are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The first-tier subcontractors listed above have provided to the company  
verifications of compliance required under Minnesota Statute 16C.285, subd. 3 (7).

\_\_\_\_\_ has not yet determined all subcontractors who  
will be hired for the project. The remaining first-tier subcontractors that  
\_\_\_\_\_ intends to retain on the project have not yet been  
determined. If \_\_\_\_\_ retains additional subcontracts for  
the Project after submitting this additional subcontractor with which it has a direct  
contractual relationship and shall submit a supplement verification confirming  
compliance with Minnesota Statute 16C.285, subd. 3 clause (7), within 14 days  
after retaining those subcontractors

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

Company: \_\_\_\_\_

By: \_\_\_\_\_

It's: \_\_\_\_\_

Subscribed and sworn to before me on  
This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **CHECKLIST OF INCLUDED DOCUMENTS**

Proposal for Construction and Maintenance work

Special Provisions

Bid Bond

Responsible Contractor Verification