

Princeton, MN  
PUBLIC WORKS DEPARTMENT

**PROPOSAL FOR CONSTRUCTION AND MAINTENANCE WORK**

Proposal of Pearson Bros., Inc.  
Address: 11079 Lamont Ave NE Hanover, MN 55341  
Phone No.: 763-391-1622

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 MAY 9, 2022**; 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 July 31  
and to prosecute said work so as to complete the same Aug 15.

Princeton, MN

PUBLIC WORKS DEPARTMENT

SCHEDULE OF PRICES

2022 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	1	72	172,000	00

Bidder's Name: Pearson Bros., Inc.

Princeton, MN - PUBLIC WORKS DEPARTMENT

2022 Sealcoat Program

TOTALS

_____	\$ _____
_____	\$ _____
_____	\$ <u>172,000.00</u>

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 MAY 4<sup>th</sup> day of MAY, 2022

**INDIVIDUAL:**

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

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

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

**PARTNERSHIP:**

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

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

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

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

**CORPORATION:**

Name: Pearson Bros., Inc.

Address: 11079 Lamont Ave NE Hanover, MN 55341

Phone No.: 763-391-6622

A corporation incorporated under the laws of the State of Minnesota

Corporate Seal

President Jack E. Pearson Jack E. Pearson

Secretary Russell W. Pearson

Treasurer Russell W. Pearson

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.

Jack E. Pearson  
Signature of Bidder

JACK E. PEARSON  
Printed or Typed Name of Bidder

Position: President

Name of Firm: Pearson Bros., Inc.

Date: MAY 4 2022

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 2022

The undersigned is an owner / officer of Pearson Bros., Inc., 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: 5/4/22

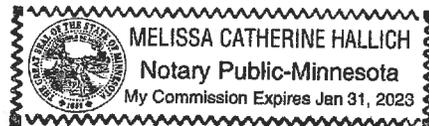
Company: Pearson Bros., Inc.

By: Jack G. Han

It's: President

Subscribed and sworn to before me on  
This 4<sup>th</sup> day of May, 2022

Melissa C. Hallich  
Notary Public



## **CHECKLIST OF INCLUDED DOCUMENTS**

Proposal for Construction and Maintenance work

Special Provisions

Bid Bond

Responsible Contractor Verification

# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**Pearson Bros., Inc.**

**11079 Lamont Avenue N.E.**

**Hanover, MN 55341**

**OWNER:**

(Name, legal status and address)

**City of Princeton**

**705 2nd Street N**

**Princeton, MN 55371**

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**PROJECT:**

(Name, location or address, and Project number, if any)

**2022 Seal Coating**

**SURETY:**

(Name, legal status and principal place of business)

**Merchants Bonding Company (Mutual)**

**P.O. Box 14498**

**Des Moines, IA 50306-3498**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **9th** day of **May, 2022.**

*Melissa A. Hau*  
(Witness)

**Pearson Bros., Inc.**

(Principal)

(Seal)

*Jack E. Pearson*  
(Title) **Jack E. Pearson, President**

*hannah*  
(Witness)

**Merchants Bonding Company (Mutual)**

(Surety)

(Seal)

*C White*  
(Title) **C White, Attorney-in-Fact**



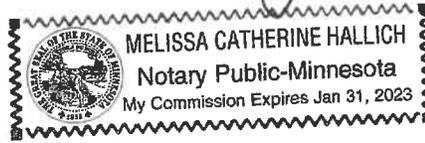
By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Wright )

On this 9th day of May 2022, before me appeared Jack E. Pearson, to me personally known, who, being by me duly sworn, did say that he/she is the President of Pearson Bros., Inc., a corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Jack E. Pearson acknowledged said instrument to be the free act and deed of said corporation.

Melissa C. Hallich  
Notary Public Hennepin County, Minnesota  
My commission expires January 31st, 2023

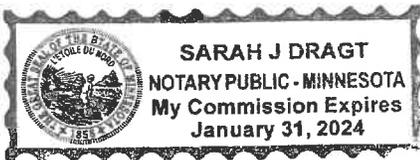


SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 9th day of May 2022, before me appeared C White, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said C White acknowledged said instrument to be the free act and deed of said corporation.

Sarah J. Dragt  
Notary Public Sherburne County, Minnesota  
My commission expires 1/31/2024



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Bid Bond

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brian J Oestreich; C White; Joshua R Loftis; Nathan Weaver; R C Bowman; R W Frank; Ted Jorgensen

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2021

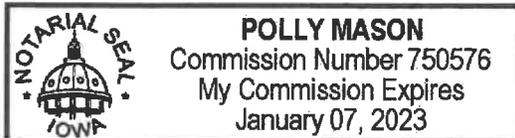


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of May, 2022



*William Warner Jr.*  
Secretary

## **SPECIAL PROVISIONS**

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

### **2022 STREET MAINTENANCE PROGRAM**

### **CITY OF PRINCETON**

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

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

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

2.1 Minnesota Department of Transportation Standard Specifications for highway construction dated January 1, 2014.

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 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.**

4.1 Bituminous Materials (sealcoat) .25-.30 gallons per square yard.

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

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

#### **Section 5 Time Schedule**

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

5.2 Complete work on or before September 1, 2022

#### **Section 6 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.**

6.1 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 7 Material Inspections**

- 7.1 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 8 Work by Others**

- 8.1 The Owner will do all grading and patching of streets in advance of the sealcoating.
- 8.2 The Owner shall be responsible for all sweeping of streets in advance of the sealcoating.
- 8.3 The excess aggregate will be picked up and stock piled by the Owner and becomes the property of the Owner.
- 8.4 Responsibility of the sealcoated street shall be that of the Contractors from the time of application of bituminous materials until accepted by the City.
- 8.5 The Contractor will cover all manholes, valve boxes, and catch basins prior to application and uncover same upon completion of application.
- 8.6 The Contractor will be charged for any personnel and equipment supplied by the Public Works Department during application.
- 8.7 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.
- 8.8 The Contractor shall "quick sweep" all surfaces prior to oil/aggregate application.

**Section 9 Bidding Procedures**

- 9.1 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 10 Bonds and Insurance**

**Performance and Other Bonds**

- 10.1 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 due, 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.

- 10.2 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

- 10.3 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:

- 10.3.1 Claims under workers' or workmen's compensation, disability benefits, and other similar employee benefit acts;
- 10.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 10.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 10.3.4 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;
- 10.3.5 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;
- 10.3.6 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
- 10.3.7 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 11 Subcontract Payment Requirement**

11.1 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.