



## STAFF REPORT

DATE: August 2, 2023

### **CONSENT**

**AGENDA ITEM:** Accept Quotes and Award Contract for the 2023 Street Maintenance Project

**SUBMITTED BY:** Jack Griffin, City Engineer

**REVIEWED BY:** Kristina Handt, City Administrator  
Marty Powers, Public Works Director  
Mike Rusenovich, Project Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council accept quotes and award a contract for the 2023 Street Maintenance Project?

**BACKGROUND:** In accordance with the city's annual street maintenance program, certain streets have been scheduled to be crack sealed and seal coated in 2023. See attached Location Map. The street maintenance work programmed in 2023 was reviewed jointly by Public Works and Engineering to confirm the work to be completed.

**PROPOSAL DETAILS/ANALYSIS:** Quotes for a combined crack sealing and seal coating project were solicited from 5 qualified contractors and 3 quotes were received on July 20, 2023. Pearson Bros, Inc. submitted the lowest quote of \$206,062.00. A tabulation of quotes has been prepared and attached. The street maintenance work is required to be completed by September 15, 2023.

**FISCAL IMPACT:** Total contract to be authorized for the street maintenance work is \$206,062.00. The project costs are funded through the City's annual street maintenance budget.

**RECOMMENDATION:** Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quotes and awarding a construction contract to Pearson Bros, Inc. in the amount of \$206,062.00 for the 2023 Street Maintenance Project. If removed from the consent agenda, the recommended motion for this action is as follows:

***“Move to accept the quotes and award a Construction Contract to Pearson Bros, Inc. in the amount of \$206,062.00 for the 2023 Street Maintenance Project.”***

**ATTACHMENTS:**

1. Tabulation of Seal Coat Quotes.
2. 2023 Seal Coat Project Construction Contract.

TABULATION OF QUOTES

2023 STREET MAINTENANCE PROJECT  
CITY OF LAKE ELMO, MINNESOTA  
PROJECT NO. 2023.108

QUOTES RECEIVED BY: JULY 20, AT 5:00 PM



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PEARSON BROS.		FAHRNER ASPHALT SEALERS		ALLIED BLACKTOP COMPANY		ACI ASPHALT AND CONCRETE		ASPHALT SURFACE TECHNOLOGIES	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	CRACK SEALING MATERIAL	16,500	LBS	\$3.00	\$49,500.00	\$3.89	\$64,185.00	\$4.25	\$70,125.00	DID NOT SUBMIT		DID NOT SUBMIT	
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	89,800	SY	\$1.69	\$151,762.00	\$2.17	\$194,866.00	\$2.45	\$220,010.00				
3	PROTECT EXISTING PREFORMED THERMOPLASTIC PAVEMENT MARKING (TURN ARROW)	6	EA	\$800.00	\$4,800.00	\$150.00	\$900.00	\$200.00	\$1,200.00				
TOTAL				\$206,062.00		\$259,951.00		\$291,335.00		\$0.00		\$0.00	

**CITY OF LAKE ELMO, MINNESOTA  
2023 STREET MAINTENANCE PROJECT  
PROJECT NO. 2023.108**

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**CONSTRUCTION CONTRACT FOR THE  
2023 STREET MAINTENANCE PROJECT  
LAKE ELMO, MINNESOTA**

This Contract, made this 2nd day of JULY **2023**, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and **PEARSON BROS, INC** (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete the proposed work by **SEPTEMBER 15, 2023**.

The Owner will make payment for the whole contract upon acceptance by the Owner of all work required hereunder and in compliance with all the terms and conditions of this contract.

**TOTAL AMOUNT (INSERT FROM QUOTE FORM):** **\$206,062.00**

**DESCRIPTION OF WORK**

**CRACK SEAL**

The Contractor shall rout ( $\frac{3}{4}$ " x  $\frac{3}{4}$ ") [*when applicable*], clean, dry, seal, and overband existing bituminous cracks in the streets shown on the attached Street Location Map dated July 2023. [*Routing is to be completed on all cracks except those with existing crack fill material.*] The work shall be completed per the applicable MnDOT Standard Specifications for Construction (2020 Edition) and in accordance with the special provisions outlined within this Construction Contract. The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

**The Contractor shall provide certification that the sealant meets MnDOT 3723 or approved equal.** Sealant materials may be placed during a period of rising temperature after the air temperature has reached 50 degrees F. The street surface must be completely dry and remain so throughout the application of the sealant material. The Contractor shall conduct the operation so that routing of cracks, cleaning, drying, and sealing are a continuous operation. Traffic shall not be allowed to knead together or damage the routed cracks. Routed cracks not sealed before traffic is allowed on the pavement shall be re-routed, if necessary, when routing and sealing operations resume at no additional cost to the Owner. Cleaning shall continue until the crack is dry and all dirt, dust or deleterious matter is removed from the crack and adjacent pavement to the satisfaction of the Engineer.

The cracks shall be sealed when the sealant material is at the pouring temperature recommended by the manufacturer. The Contractor shall fill the crack such that after cooling, the sealant is flush with the adjacent pavement along the edges and the center does not sag more than 1/8 inch below the pavement or shoulder surface. Care shall be taken in the sealing of the cracks so that the cracks are not overfilled and the final appearance shall present a neat fine line. Those deep cracks that experience sealant settlement shall be given a second application of sealant material. The Contractor, at their option, may use a backer rod at no additional cost to the project; however, sealant must be at least  $\frac{3}{4}$ " thick over rod. The sealant shall be tack free before opening to traffic. A given quantity of sealant material shall never be heated at the pouring temperature for more than six (6) hours and shall never be reheated.

The Contractor shall replace any sealant that loses its bond within one year after the sealant is applied.

*(Description of work is continued on the next page)*

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

(Contractor)

(City of Lake Elmo)

### SEAL COAT

The Contractor shall place signage, sweep clean, and seal coat the streets shown on the attached Location Map dated July, 2023. The work shall be completed per the applicable MnDOT Standard Specifications for Construction (2020 Edition) and in accordance with the specifications and special provisions outlined within this Construction Contract. The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

Bituminous material shall be MnDOT 2356, CRS-2P Emulsified Asphalt. Cover aggregate material shall be 1/8 inch Dresser Trap Rock, or approved equal.

All work shall be in accordance with MnDOT "Standard Specifications for Construction", Section 2356. In addition, the following requirements shall apply: Cleaning and sweeping of the streets prior to the seal coating shall be done by the Contractor. Pavement markings shall be tabbed prior to seal coating. Existing preformed thermoplastic pavement markings shall be protected before seal coating. Following the seal coating process, the Contractor shall remove the preformed pavement marking protection. Sweeping the excess seal coat aggregate from the streets and picking it up after seal coating will be done by the Contractor. Excess aggregate shall be swept up no sooner than five (5) days after the seal coat application, depending on the breaking and curing of the asphalt, as determined by the Engineer. 5 days following the seal coat, the contractor shall perform an initial sweep of the project area to remove surplus aggregate unless otherwise directed by the Engineer. 30 days following the initial sweeping, the Contractor shall sweep off the remaining surplus aggregate over the project area. All surplus aggregate shall be swept up by the Contractor as determined by the Engineer. Multiple pick-up sweeps may be required if excess seal coat aggregate remains on the street, as determined by the Engineer. Excess seal coat aggregate resulting from street sweeping shall be disposed of by the Contractor. Cleaning and sweeping shall be considered incidental to the unit prices shown on the Quote Form. The Contractor shall be responsible for signing or otherwise preventing the parking of vehicles on the street the day of seal coating. Any areas which cannot be sealed due to parked vehicles shall be touched up by the Contractor after the vehicle can be moved. No additional compensation will be given.

The bituminous seal coating material application rates shall be:

- A. Emulsified Asphalt to be applied at 0.24-0.26 gallons per square yard.
- B. 1/8 inch Dresser Trap Rock, or approved equal to be applied at 20-23 pounds per square yard.
- C. Application rates may be varied by the Engineer in the field as different surface conditions are encountered.
- D. Load tickets from the refinery and weight tickets shall be furnished to the Engineer

All seal coat work shall carry a one-year warranty period against any loss of adhesion.

## GENERAL CONDITIONS

- I. CHANGES IN WORK. - The Owner may at any time, make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner and the price therefore stated in the order.
- II. INSPECTION OF WORK. - All materials and workmanship will be subject to inspection, examination, and test, by the Owner, who will have the right to reject defective material and workmanship or require its correction.
- III. COMPLETION OF WORK. - If the Contractor refuses or fails to complete the work within the time specified in this contract, or any extension thereof, the Owner may terminate the Contractor's rights to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of **\$100** as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof: Provided, however, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.
- IV. RELEASES. - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner.
- V. OBLIGATION TO DISCHARGE LIENS. - Acceptance by the Owner of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material-person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
- VI. NOTICES AND APPROVAL IN WRITING. - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.
- VII. CLEANING UP. - The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials.
- VIII. WARRANTY. - Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. If within one year after completion of the work, any work is found to be defective, Contractor shall promptly, without cost to the Owner, correct such defective work as approved by the Owner.
- IX. INDEMNIFICATION. - Contractor shall defend and indemnify the city against claims brought or actions filed against the city or any of its officers, employees or agents for property damage, bodily injury or death to third persons, arising out of or relating to contractors work under the contract.
- X. WORKERS' COMPENSATION INSURANCE. - Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
- XI. LIABILITY INSURANCE REQUIREMENTS. - A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the city. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. The CGL insurance shall cover liability arising from premises, operations, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. The City and FOCUS Engineering, Inc. shall be named as an additional insured under the CGL. Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident and an aggregate limit of not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

**QUOTE PROPOSAL FOR THE  
2023 STREET MAINTENANCE PROJECT  
LAKE ELMO, MINNESOTA**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	CRACK SEALING MATERIAL	LBS	16,500	3.00	49,500.00
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	SY	89,800	1.69	151,762.00
3	PROTECT EXISTING PREFORMED THERMOPLASTIC PAVEMENT MARKING (TURN ARROW)	EA	6	800.00	4,800.00
<b>TOTAL LAKE ELMO STREET MAINTENANCE PROJECT</b>				<b>\$</b>	<b>206,062.00</b>

Payment for routing and sealing of cracks in accordance with the Contract Documents will be by the pound of material, complete in place, at the price quoted in the bid form. Includes all labor and materials for a finished surface, including routing of cracks as necessary, cleaning, backer rods as necessary, placement of material, and protection from traffic until sealant is tack free.

Payment for seal coating of project streets in accordance with the Contract Documents will be per Square Yard of the actual area covered with bituminous material and cover aggregate and shall cover all costs associated with a complete project as specified herein (including delineation of any existing striping and additional pick-up sweep events necessary as determined by the Engineer).

Payment for protection of Stillwater Way turn arrows during seal coating shall be per Each.

We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

We understand and agree that the City may choose to award the project to the lowest responsible quote or in the best interest of the City. The City reserves the right to reject any or all quotes, to waive any informalities in any Quote, and to omit any part of the above work.

We agree that if this Proposal is accepted, we will execute a Contract in the form attached to this bid package. If we are awarded the Contract, we will complete the work by **SEPTEMBER 15, 2023**.

Respectfully submitted,

Firm Name

PEARSON BROS INC

Signature

JACK E PEARSON

Signed by

JACK E PEARSON

Title

President

Contact Phone  
Number

612-369-2862

Address

11079 LAMONT AVE NW

HANOVER, MN 55341

**SECTION 0410 – RESPONSIBLE CONTRACTOR VERIFICATION**

*Applies to all Bids in excess of \$50,000*

A "Responsible Contractor" is defined in Minnesota Statutes, Section 16C.285, subdivision 3. Any prime contractor or subcontractor who does not meet minimum criteria under Minnesota Statutes Section 16C.285, subdivision 3, or who 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.

A false statement under oath verifying compliance with any of the minimum criteria shall render the contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a contractor or subcontractor that makes a false statement.

A contractor shall submit to the Owner upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause 7.

By signing this statement, I JACK PEARSON (typed or printed name),  
President (title) certify that I am an owner or officer of this company and do verify  
under oath that my company is in compliance with each of the minimum criteria listed under Minnesota  
Statutes, section 16C.285, subdivision 3.

Company Name (typed or printed): PEARSON BROS INC

By: JACK E PEARSON  
(Signature)

Name (typed or printed): JACK E PEARSON

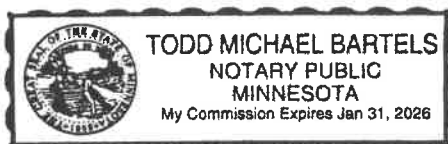
Title: President

Bidder's Business Address 11079 LAMONT AVE NE  
HANOVER, MN 55141

DATE 7-17, 20 23

STATE OF MINNESOTA }  
COUNTY OF WRIGHT } ss.

The foregoing instrument was acknowledged before me this 17 day of  
JULY, 20 23, by TODD BARTELS,



[Signature]  
Notary Public



## **SECTION 1100 – SUMMARY OF WORK**

### **GENERAL REQUIREMENTS**

1. **WORK COVERED BY CONTRACT DOCUMENTS:** Under this Section of the Specifications the work contemplated consists of furnishing all labor, materials, skills, equipment, and facilities required for a complete crack seal and seal coat treatment for the designated streets provided for within these Plans and Specifications. The work shall include:

#### **CRACK SEALING**

- A. Rout, clean, dry, seal, and overband existing bituminous cracks in the streets shown in these plans and specifications. Omit routing for cracks with existing crack fill material.

#### **SEAL COATING**

- A. Place signs indicating “No Parking–Seal Coating Tomorrow” or similar language. Notification must be provided at least 24-hours but not more than 36-hours in advance of work.
  - B. Place signs indicating “Loose Gravel” on each street to be seal coated (locations to be approved by the Engineer). All signs shall be installed prior to the commencement of seal coating operations. The Contractor shall remove said signs within 48 hours of completing all sweeping of excess aggregate.
  - C. Sweep the streets clean and free of debris before the bituminous application. Streets must be free from any standing water before the bituminous application.
  - D. Place sand or felt over gate valves and manholes before placing bituminous material on streets. The sand or felt will be supplied by the Contractor.
  - E. Delineate existing pavement markings along all streets (pavement markers to be approved by the Engineer). Protect existing preformed thermoplastic pavement markings.
  - F. Place the bituminous material.
  - G. Place the cover aggregate.
  - H. Roll the surface with pneumatic tired rollers.
  - I. Remove protection from existing thermoplastic pavement markings.
  - J. Pick up sweep and properly dispose of the excess cover aggregate and general cleanup. Excess aggregate shall be swept up no sooner than five (5) days after the seal coat application, depending on the breaking and curing of the asphalt, as determined by the Engineer. 5 days following the seal coat, the contractor shall perform an initial sweep of the project area to remove surplus aggregate unless otherwise directed by the engineer. 30 days following the initial sweeping, the Contractor shall sweep off the remaining surplus aggregate over the project area. All surplus aggregate shall be swept up by the Contractor as determined by the Engineer. All required sweeping events shall be considered incidental to the Contract with no additional compensation. The surplus aggregate swept from the streets shall be the responsibility of the Contractor.
2. **TRAFFIC CONTROL:**

#### **CRACK SEALING**

The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

#### **SEAL COATING**

The Contractor shall be responsible for signing or otherwise preventing the parking of vehicles on the street the day of seal coating. Any areas which cannot be sealed due to parked vehicles shall be touched up by the

Contractor after the vehicle can be moved. No additional compensation will be given. The Contractor shall provide all necessary traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). All signage must be removed within 48-hours of completing the work. All traffic control and mobilization is incidental to the Contract.

3. SEQUENCE OF WORK:

CRACK SEALING

The Contractor shall rout ( $\frac{3}{4}$ " x  $\frac{3}{4}$ " [when applicable], clean, dry, seal, and overband existing bituminous cracks in the streets shown in these plans and specifications.

The Contractor shall provide certification that the sealant meets MnDOT 3723 or approved equal. Sealant materials may be placed during a period of rising temperature after the air temperature has reached 50 degrees F. The street surface must be completely dry and remain so throughout the application of the sealant material. The Contractor shall conduct the operation so that routing of cracks, cleaning, drying, and sealing are a continuous operation. Traffic shall not be allowed to knead together or damage the routed cracks. Routed cracks not sealed before traffic is allowed on the pavement shall be re-routed, if necessary, when routing and sealing operations resume at no additional cost to the Owner. Cleaning shall continue until the crack is dry and all dirt, dust or deleterious matter is removed from the crack and adjacent pavement to the satisfaction of the Engineer.

The cracks shall be sealed when the sealant material is at the pouring temperature recommended by the manufacturer. The Contractor shall fill the crack such that after cooling, the sealant is flush with the adjacent pavement along the edges and the center does not sag more than 1/8 inch below the pavement or shoulder surface. Care shall be taken in the sealing of the cracks so that the cracks are not overfilled and the final appearance shall present a neat fine line. Those deep cracks that experience sealant settlement shall be given a second application of sealant material. The Contractor, at their option, may use a backer rod at no additional cost to the project; however, sealant must be at least  $\frac{3}{4}$ " thick over rod. The sealant shall be tack free before opening to traffic. A given quantity of sealant material shall never be heated at the pouring temperature for more than six (6) hours and shall never be reheated.

SEAL COATING

All work must be completed in accordance the contract. Once the Contractor initiates the placement of bituminous material on any street for the project the work must proceed diligently without interruption until all aggregate has been placed and rolled for all streets scheduled for seal coating, except for interruptions to work operations due to contract working hours and/or weather conditions. The Contractor must begin sweeping of excess aggregate on the fifth day following the final placement of the aggregate, unless otherwise approved by the Engineer. Once sweeping operations begin, the sweeping work must proceed diligently without interruption until all excess aggregate has been removed for all streets on the project, except for interruptions to work operations due to contract working hours and/or weather conditions.

4. WORK UNDER OTHER CONTRACTS: The City may choose to perform minor repairs or seal individual cracks prior to seal coating. The Contractor must obtain approval from the City prior to seal coating any street segment.
5. WORK LOCATION: The streets to be crack sealed and seal coated are listed in the Appendix.
6. CONTRACTOR USE OF PREMISES: The Contractor's operations shall be confined to the areas covered in the right-of-way and easements granted to the Owner. Any procedures by the Contractor of any sort beyond the limits indicated shall be the sole responsibility of the Contractor who shall save the Owner harmless from any claim for damages due to trespassing.
7. WARRANTY: The contractor shall replace any crack seal sealant that loses its bond within one year after the sealant is applied. In accordance with the contract, all seal coat work shall carry a one-year warranty period against any loss of adhesion.

## **SECTION 3211 – CRACK SEALING**

### **SCOPE**

Under this Section shall be included the furnishing of all material, equipment, labor and skills necessary to complete a crack seal project.

### **GENERAL REQUIREMENTS**

1. **BASIS OF PAYMENT:** Measurement and Payment shall be by the Pound, complete in place and paid for the price in the BID PROPOSAL.

### **PRODUCTS**

1. **CRACK SEALING MATERIAL:** The material shall meet MnDOT 3723 or approved equal. The Contractor shall provide certification that the sealant material meets this specification.

### **EXECUTION**

1. **GENERAL:** The work shall be completed per the applicable MnDOT Standard Specifications for Construction, and in accordance with the provisions outlined within this Specification.
2. **ROUTING:** The Contractor shall rout when applicable (3/4" x 3/4"), clean, dry, seal, and overband existing bituminous cracks in the streets outlined in these Plans and Specifications. Routing is to be completed on all cracks except those with existing crack fill material.
3. **TRAFFIC CONTROL:** The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.
4. **SEALANT PLACEMENT CONDITIONS:** Sealant materials may be placed during a period of rising temperature after the air temperature has reached 50 degrees F. The street surface must be completely dry and remain so throughout the application of the sealant material. Cleaning shall continue until the crack is dry and all dirt, dust or deleterious matter is removed from the crack and adjacent pavement to the satisfaction of the Engineer.

The cracks shall be sealed when the sealant material is at the pouring temperature recommended by the manufacturer. The Contractor shall fill the crack such that after cooling, the sealant is flush with the adjacent pavement along the edges and the center does not sag more than 1/8 inch below the pavement or shoulder surface. Care shall be taken in the sealing of the cracks so that the cracks are not overfilled and the final appearance shall present a neat fine line. The sealant shall be tack free before opening to traffic. A given quantity of sealant material shall never be heated at the pouring temperature for more than six (6) hours and shall never be reheated.

5. **TRAFFIC:** Traffic shall not be allowed to knead together or damage the routed cracks. Routed cracks not sealed before traffic is allowed on pavement shall be re-routed, if necessary, when routing and sealing operations resume at no additional cost to the Owner.
6. **PROTECTION:** The Contractor shall replace any sealant that loses its bond within one year after the sealant is applied.

## **SECTION 3212 – SEAL COATING**

### **SCOPE**

Under this Section shall be included the furnishing of all material, equipment, labor and skills necessary to construct a bituminous seal coat.

### **GENERAL REQUIREMENTS**

1. **BASIS OF PAYMENT:** Measurement and Payment shall be by the square yard, complete in place and paid for the price in the BID PROPOSAL.

### **PRODUCTS**

1. **BITUMINOUS MATERIAL:** The material shall be Mn/DOT 2356, CRS-2P Emulsified Asphalt. Bituminous material shall be measured by gallon volume of material at 60 degrees F from manifest collected with each load received at the site on the day the material is actually placed.
2. **COVER AGGREGATE:** The material shall be 1/8 inch Dresser Trap Rock, or approved equal. Aggregate shall be delivered by Ton on the basis of weight tickets received at the site on the day the material is actually placed to check application rate.

### **EXECUTION**

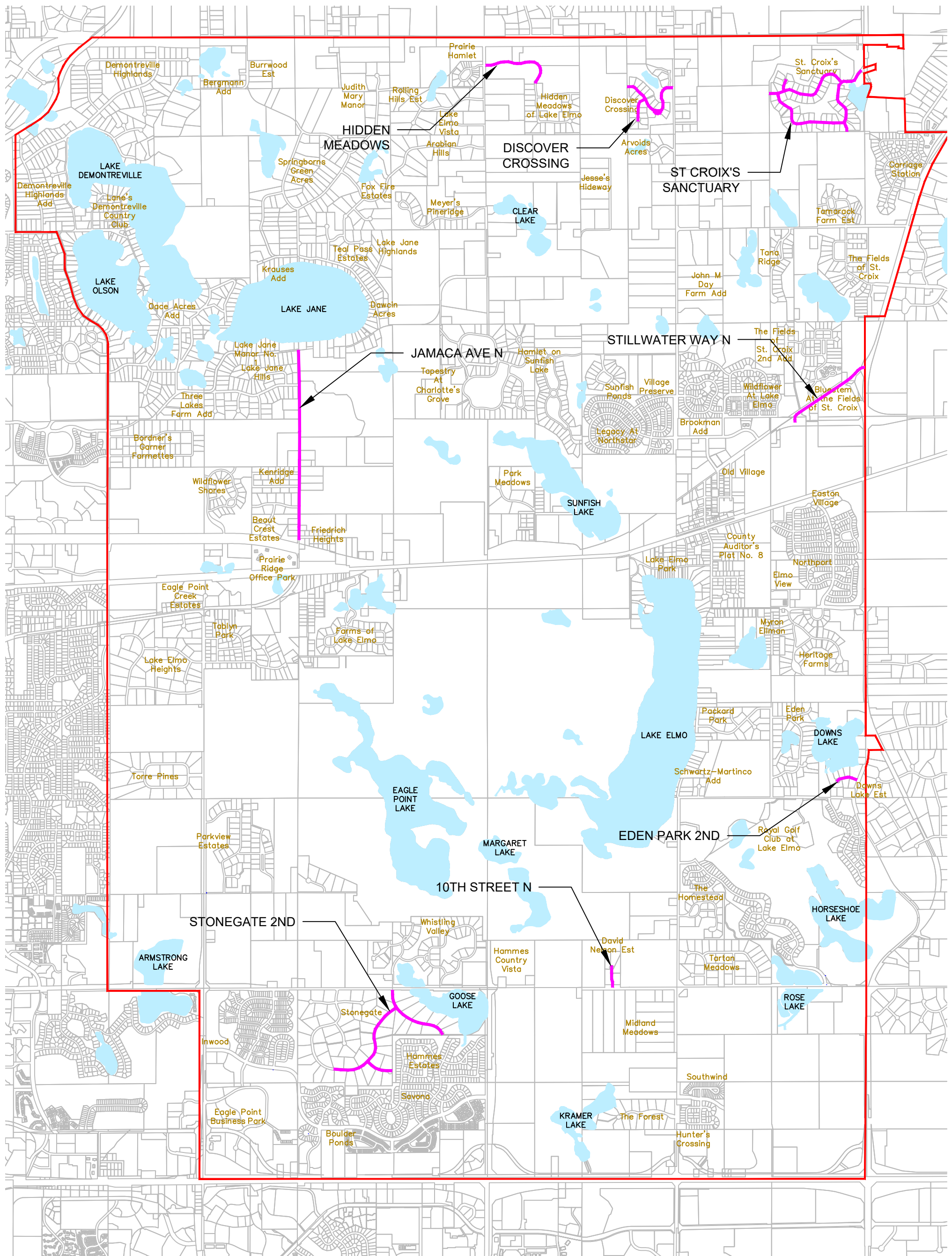
1. **GENERAL:** All work shall be in accordance with Mn/DOT "Standard Specifications for Construction", Section 2356. In addition, the following requirements shall apply.
2. **STREET SWEEPING:** Cleaning and sweeping of the streets prior to the seal coating shall be done by the Contractor. Sweeping the excess seal coat aggregate from the streets and picking it up after seal coating will be done by the Contractor. Multiple pick-up sweeps may be required if excess seal coat aggregate remains on the street, as determined by the Engineer. Excess seal coat aggregate resulting from street sweeping shall be disposed of by the Contractor. Cleaning and sweeping shall be considered incidental to the unit prices shown in the Bid Proposal.
3. **TRAFFIC CONTROL:** The Contractor shall be responsible for signing or otherwise preventing the parking of vehicles on the street the day of seal coating. Any areas which cannot be sealed due to parked vehicles shall be touched up by the Contractor after the vehicle can be moved. No additional compensation will be given.
4. **APPLICATION RATES:** The bituminous seal coating material application rates shall be:
  - A. Emulsified Asphalt to be applied at 0.24-0.26 gallons per square yard.
  - B. 1/8 inch Dresser Trap Rock, or approved equal to be applied at 20-23 pounds per square yard.
  - C. Application rates may be varied by the Engineer in the field as different surface conditions are encountered.
  - D. Load tickets from the refinery and weight tickets shall be furnished to the Engineer.

## **APPENDIX**

2023 STREET MAINTENANCE PROJECT - LAKE ELMO								
Street Segment	From	To	Development	Length	Width	CDS	Area (SF)	Area (SY)
CRACK SEAL AND SEAL COAT								
59TH ST N	KEATS AVE	KELVIN AVE	Hidden Meadows of Lake Elmo	1,646.00	19.67	0	32,376.82	3,597.42
KELVIN AVE N	59TH ST N	ROCK POINT CHURCH	Hidden Meadows of Lake Elmo	379.00	19.67	0	7,454.93	828.33
57TH ST (North)	LAKE ELMO AVE (CSAH 17)	57TH ST COVE	Discover Crossing	132.00	12.00	0	1,584.00	176.00
57TH ST (South)	LAKE ELMO AVE (CSAH 17)	57TH ST COVE	Discover Crossing	134.00	22.00	0	2,948.00	327.56
57TH ST (North Side)	57TH ST COVE	BOULEVARD	Discover Crossing	185.00	13.00	0	2,405.00	267.22
57TH ST (South Side)	57TH ST COVE	BOULEVARD	Discover Crossing	159.00	14.00	0	2,226.00	247.33
57TH ST	BOULEVARD	SPLIT (EAST END)	Discover Crossing	613.00	23.00	0	14,099.00	1,566.56
57TH ST	SPLIT (EAST END) NORTH SIDE	SPLIT (WEST END) NORTH SIDE	Discover Crossing	268.00	16.00	0	4,288.00	476.44
57TH ST	SPLIT (EAST END) SOUTH SIDE	SPLIT (WEST END) SOUTH SIDE	Discover Crossing	350.00	17.00	0	5,950.00	661.11
57TH ST	SPLIT (WEST END)	57TH ST CIRCLE	Discover Crossing	371.00	23.00	0	8,533.00	948.11
57TH ST	57TH ST CIRCLE	STUB	Discover Crossing	613.00	23.00	0	14,099.00	1,566.56
57TH ST CIR	57TH ST	CUL-DE-SAC	Discover Crossing	525.00	23.00	32	15,291.99	1,699.11
57TH ST CIR	CUL-DE-SAC	CUL-DE-SAC	Discover Crossing	387.00	20.00	0	7,740.00	860.00
57TH ST COVE	57TH ST	NORTH END	Discover Crossing	397.00	22.00	0	8,734.00	970.44
56TH ST	LILY AVE	LINDEN TR	St. Croix Sanctuary	1,326.00	23.00	0	30,498.00	3,388.67
58TH ST	LILY AVE	STUB	St. Croix Sanctuary	214.00	23.00	0	4,922.00	546.89
58TH ST	58TH ST CT	LILY AVE	St. Croix Sanctuary	184.00	23.00	0	4,232.00	470.22
58TH ST	LINDEN AVE	58TH ST CT	St. Croix Sanctuary	2,013.00	23.00	0	46,299.00	5,144.33
58TH ST CT	58TH ST	CUL-DE-SAC	St. Croix Sanctuary	215.00	23.00	0	4,945.00	549.44
58TH ST CT	CUL-DE-SAC	CUL-DE-SAC	St. Croix Sanctuary	302.00	19.00	0	5,738.00	637.56
LILY AVE	58TH STREET	56TH STREET	St. Croix Sanctuary	1,075.00	22.00	0	23,650.00	2,627.78
LINDEN AVE N	58TH ST	56TH ST	St. Croix Sanctuary	1,242.00	26.00	0	32,292.00	3,588.00
LINDEN AVE N	MANNING	SPLIT	St. Croix Sanctuary	103.00	36.00	0	3,708.00	412.00
LINDEN AVE (SPLIT N)	E END SPLIT	W END SPLIT	St. Croix Sanctuary	334.00	16.00	0	5,344.00	593.78
LINDEN AVE (SPLIT S)	E END SPLIT	W END SPLIT	St. Croix Sanctuary	347.00	16.00	0	5,552.00	616.89
LINDEN AVE N	SPLIT	58TH ST	St. Croix Sanctuary	501.00	26.00	0	13,026.00	1,447.33
LINDEN AVE N	56TH ST	STUB	St. Croix Sanctuary	248.00	26.00	0	6,448.00	716.44
JAMACA AVENUE N * (Including Intersections)	Lake Jane Trail N	Stillwater Boulevard (CSAH 14)	2020 M&O	5,446.00	39.00	0	212,394.00	23,599.33
STILLWATER WAY *	STILLWATER BLVD	MANNING AVE	MSAS	2,805.00	28.00	0	78,540.00	8,726.67
21ST ST N	MANNING TRAIL	WEST CUL-DE-SAC	Eden Park 2nd	543.00	31.00	45	23,194.73	2,577.19
10TH STREET CT N	CSAH 10 (10TH ST)	CUL-DE-SAC	David Nelson Estates	501.00	32.90	53	25,307.63	2,811.96
JULEP AVE N	JULEP COURT	JEWEL AVE	Stonegate 2nd Addition	1,874.00	25.66	0	48,086.84	5,342.98
JULEP AVE N	JASMINE AVE	JULEP COURT	Stonegate 2nd Addition	907.00	25.66	0	23,273.62	2,585.96
JULEP CT N	JULEP AVE	CUL-DE-SAC	Stonegate 2nd Addition	655.00	25.66	45	23,169.03	2,574.34
JEWEL AVE N	CSAH 10 (10TH ST N )	JULEP AVE N	Stonegate 2nd Addition	566.00	25.66	0	14,523.56	1,613.73
JEWEL AVE N	JULEP AVE N	CUL-DE-SAC	Stonegate 2nd Addition	1,474.00	25.66	48	45,061.07	5,006.79
TOTALS							807,930.00	89,770.00

\* Tab pavement markings on indicated streets prior to seal coating. (Incidental)

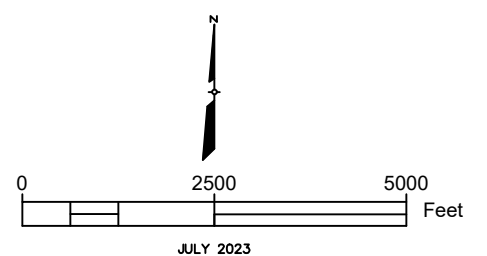
# CITY OF LAKE ELMO



### LEGEND

2023 CRACK SEAL & SEAL COAT

# 2023 STREET MAINTENANCE MAP



JULY 2023