

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE

CRACK SEALING/REPAIR PROJECT

FOR

THE NORTHERN MAINE REGIONAL AIRPORT

PRESQUE ISLE, MAINE

CITY OF PRESQUE ISLE
CRACK SEALING FOR
THE NORTHERN MAINE REGIONAL AIRPORT

SECTION 1. GENERAL

The City of Presque Isle (City) is seeking bids from qualified companies for sealing of random pavement cracks at the Northern Maine Regional Airport.

SECTION 2. STANDARD CONDITIONS

1. The bidder shall be responsible for all taxes, fees and permits required of this proposal.
2. The bidder shall be responsible for the proper disposal of any waste generated.
3. The bidder shall serve in the capacity of an independent contractor and shall not be deemed an employee or representative of the municipality. The bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the City, and for whom no insurance, group life insurance, vacation and sick leave, worker's compensation, unemployment and similar benefits available to City employees will accrue. The bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the bidder for his Income Tax records.
4. Unless otherwise stated all bids shall be in a lump sum basis, FOB Presque Isle, Maine in U.S. Funds.
5. Any bids received after the date and time of opening will be rejected and returned unopened to the bidder. Time shall be determined as indicated on the clock where bids are received.
6. Unless otherwise stated all bids shall be submitted on the bid form supplied by the City.
7. The City reserves the right to reject any or all bids and to waive any informalities as it deems necessary. The City Council shall retain the right to determine what constitutes an informality. In its decision, the City Council may consider if other bidders are placed at a disadvantage by its decision. In all cases, the decision by the City Council shall be final.
8. Fax bids will not be accepted.
9. No bid may be withdrawn for a period of 120 days after the bid opening.
10. The bidder shall be responsible to provide all labor, materials and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in

conformance with generally accepted work standards. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.

11. The bidder shall not sublet, sell, transfer, assign or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the city manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the bidder of his liability under this agreement.
12. The performance of work or the delivery of material under the contract may be terminated by the City in whole, or from time to time, in part whenever for any reason the city manager shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract end date.
13. The Bidder agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of, disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
14. Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are property of the City.
15. Failure to provide requested information at the time the bid is submitted shall result in the bid being rejected.

SECTION 3. BIDDER QUALIFICATIONS

Each bid shall contain the following information about the bidder:

- A. Qualifications of the individual/firm associated with the project.
- B. Name and qualifications of the project coordinator.
- C. Time schedule for completing the project.
- D. List of similar work performed or material delivered to include the names, addresses and telephone numbers of people that can be utilized as a reference check.

SECTION 4. SUBMITTING A BID

All bid proposals must be submitted in a sealed envelope clearly marked "BID, AIRPORT

CRACK SEALING/REPAIR PROJECT" on the outside of the envelope. Bids must be received by April 2nd, 2012 at 2:00 PM at the City Clerk's Office, 12 Second Street, Presque Isle, Maine 04769. Any questions pertaining to this bid shall be directed to the Airport Manager, Northern Maine Regional Airport, (207) 764-2550.

All bids shall be opened and read aloud in public on April 2, 2011 at 2:01 PM at the above address. Final award of the bid is expected to be made following receipt and approval of a Federal AIP grant. Bidders are welcome to attend these meetings.

SECTION 5. INSTRUCTION TO BIDDERS

Hereinafter in these Instructions to Bidders and associated Specifications and Contract Documents, Sponsor means City of Presque Isle, Maine.

Contract Award and Funding: Work under this contract will be funded by Federal Grants under the Airport Improvement Program (AIP) and will be subject to applicable requirements of the U.S. Department of Transportation Federal Aviation Administration. It will be also funded by the City of Presque Isle and will be subject to all their applicable requirements. The award of the contract is subject to the approval of the Federal Aviation Administration and the Sponsor.

Exceptions: Exceptions to the specifications are to be listed separately, attached to and submitted with the bidder's proposal. The statement of bidder's qualifications must be completed and submitted with the bidder's proposal. Failure to do so may result in disqualification.

Verbal Agreements: No verbal agreements or conversations with any agent or employee of the Sponsor either before or after execution of the contract shall affect or modify any of the terms or obligations contained in any of the contract documents.

Tax Exemption: The City of Presque Isle is exempt from payment of taxes imposed by the State of Maine and/or the Federal Government. Such taxes must not be reflected in the bid price.

Payment: The Contractor shall receive and accept compensation provided for in the Contract as full payment. Bidder should submit bill for payment at the completion of all services. Payment shall be based on the linear feet of crack sealed. Payment will be made within 30 days of the acceptance of the work.

Contract Time: The Contract time shall be stipulated in the Bid Proposal. A contract time of ten (10) calendar days from the date of award is desired.

Reserved Rights: The Sponsor reserves the right to accept the bid on one or more items of a proposal, on all the items of a proposal, or on any combination of items of a proposal. The City also reserves the right to waive any informalities in bids, to accept any bid and to reject any or all bids should it be deemed for the best interest of the Sponsor to do so. No bidder may withdraw his bid for a period of 120 days following the bid opening.

SECTION 6. NOTICE TO BIDDERS

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION
CONTRACTS (JAN 1991)

- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant under the Airport Improvement Program. The following terms apply:
1. Steel and manufactured products: As used in this clause, steel and manufactured products include 1) steel produced in the United States or (2) a manufactured product produced or manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(1) or (2) shall be treated as domestic.
 2. Components: As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components: This means the costs for production of the components, exclusive of final assembly labor costs.
- (b) The successful bidder is required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in performance of this contract, except those -
- (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
 - (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

By submitting a bid/proposal under this solicitation, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

SECTION 7: BID CONDITIONS

1. Contract Contingent Upon Receipt of FAA-Grant:

This Contract is contingent upon the receipt of FAA funding for the project. If for reasons beyond the control of the Sponsor, FAA funds are not available, this agreement may be terminated.

2. The Contractor or Subcontractor, by submission of any offer and/or execution of a contract Certifies that it:

- a) is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or national of a foreign country on said list.
- c) has not procured any product nor subcontracted for the supply of any product for use on the

project that is produced in a foreign country on said list.

The contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government or the Sponsor.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a perspective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government or Sponsor.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

SECTION 8: SCOPE OF WORK/BID

The cracks consist of new cracks (i.e., ones devoid of any sealant) and cracks that have previously been sealed and have failure of the sealant. Approximately 10,000 LF of cracks are free of sealant and approximately 30,000 LF have failed sealant.

The following information shall accompany the bids:

- A) The type of equipment to be utilized
- B) The name of the on-site supervisor
- C) Manufacturers product specifications
- D) Manufacturers product application specifications
- E) Material Safety Data Sheet

F) Name, addresses and phone numbers of references associated with previous work experience.

The work covered by these specifications consists of furnishing all labor, equipment and materials necessary to perform all operation in connection with the routing, cleaning, removal and sterilization of vegetation, and the sealing of random pavement cracks.

MATERIAL:

The crack sealant used shall conform to ASTM D-3405: Standard specification for joint sealants, hot-poured, for concrete and asphalt pavements, and shall be equal in all aspects to Crafcoc Part Number 34201. The precautions on use listed in the appendix of ASTM D-3405 shall be complied with, with the following modifications;

- 1) Routing in lieu of sandblasting
- 2) Filling of the crack void with D-3405 material in lieu of the use of back-up material or bond breaker to limit the depth of sealant is authorized. (Sealant depth shall not be limited to less than 5/8 inch.)
- 3) Sealant material shall be applied with a wand applicator to produce a sealant band on the pavement surface not less than 1 1/2 inch in width measured from each edge of the crack outward. Thickness of the band shall not exceed 1/8 inch and shall feather to the pavement. Cracks shall be filled such that sealant is not more than 1/4 inch below the adjacent band surface. (Additional passes of the sealant applicator shall be made, to correct for settling and shrinkage during cooling, to achieve the required sealant level.)

PREPARATION OF CRACKS

All new cracks are to be routed to a minimum width of one inch and a minimum depth of 5/8 inch. All previously filled cracks are to be cleaned by melting the old sealant material and allowing it to run to the bottom of the crack. All vegetation is to be killed by direct flame application. All debris is to be removed from the cracks via compressed air lance. The sealant shall be applied to clean and dry cracks.

CONDITION OF WORK SITE AND CLEANUP

The contractor shall insure that all debris from the routing, crack cleaning and any other action associated with the crack sealing project are removed from the pavement surface any time that work is not actually being performed. (Exceptions may be made during temporary break periods, provided the area affected is NOTAMed closed and properly marked.) Following completion of the project the bidder will ensure that all cartons, debris, equipment or other items resulting from the project are removed from the airport grounds and properly disposed of.

SEALANT SETTING TIME

Traffic must be able to traverse the crack sealed pavement within 20 minutes of the sealant placement without tracking the sealant. Accordingly, sealant shall not be placed when the ambient temperature is sufficiently high to prevent setting of the sealant to a non-trackable stage within 20 minutes.

SAFETY MEASURES

The contractor will be expected to follow a FAA approved construction safety plan. A copy of last years plan is attached. The onsite supervisor will coordinate the crews activities with airport management to ensure proper NOTAM procedures, adequate construction marking and attention to airport safety.

WORK SCHEDULE

Work on this project shall be completed within 10 working days of the start of the project. (Credit will be given for days lost for weather consideration.) The project shall be completed not later than June 8th, 2012. A penalty of \$500 per day may be assessed for work days in excess of 10 or extending beyond June 8th, 2012.

PRECONSTRUCTION CONFERENCE

Prior to the start of work, the Contractor shall meet with the Airport Manager and Maintenance Foreman to discuss and make arrangement for work schedules, contractor staging area, closing of areas necessary, contractor access routes, etc.

INSURANCE REQUIRED:

The Bidder shall be required to maintain liability insurance coverage, including bodily injury coverage in an amount not less than \$1,000,000 per injury or damage and not less than \$1,000,000 per single individual, and said policy shall name the City as an insured party thereunder.

PRIOR INSPECTION:

Inspection of the work site can be scheduled through Scott Wardwell, Airport Manager at 207- 764-2550. The bid proposals shall state that the work site was or was not inspected.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION

The bidder certifies, by submission of this proposal, or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Name and Title: _____

Signature: _____ Dated: _____

STATEMENT OF BIDDER'S QUALIFICATIONS
(If desired, the bidder may submit additional information.)

1.0 Name of Bidder: _____

Bidder is: Corporation() Partnership() Individual()

2.0 Permanent Main Office Address: _____

2.a Treasury Number (Employer's ID No.): _____

3.0 When organized: _____

4.0 If a corporation, where incorporated? _____

5.0 How many years have you been engaged in business under your present firm or trade name?

6.0 Similar Projects Completed:

7.0 Similar Projects Under Construction:

8.0 Proposed Components to be Used on Project:

9.0 A financial statement may be required of the successful bidder prior to award.

The Undersigned hereby authorize and requests any person, firm, or corporation to furnish any information requested by the Sponsor in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Attest

Name of Bidder: _____

By: _____

Title: _____

Dated: _____

SUMMARY OF BIDS
DEADLINE: 2:00 PM MONDAY, APRIL 2 2012

TOTAL BID:

CRACK SEALING/REPAIR: \$ _____

(_____ dollars total)

The above prices shall include all labor, materials, equipment, incidentals, expenses, overhead, profit, insurance, etc., to cover the finish work.

Bidder understands that the Sponsor reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 120 calendar days after the actual date of the bid opening.

The Bidder guarantees that the project shall be completed not later than June 8th, 2012. A penalty of \$500 per day may be assessed for work days in excess of 10 or extending beyond June 8th, 2012. Credit will be given for work days in excess of 10 for days lost for weather consideration.

Upon receipt of written notice of acceptance of this bid, Bidder will execute a formal contract in 10 calendar days.

Respectfully Submitted:

Name of Bidder: _____

By: _____ Title: _____

OPERATOR: Loader.....	\$ 13.99	1.45
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 16.81	0.80
OPERATOR: Screed.....	\$ 15.34	3.67
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2 and 3 Axles...	\$ 11.29	1.78
TRUCK DRIVER: All Dump Trucks....	\$ 11.92	2.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any

changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION