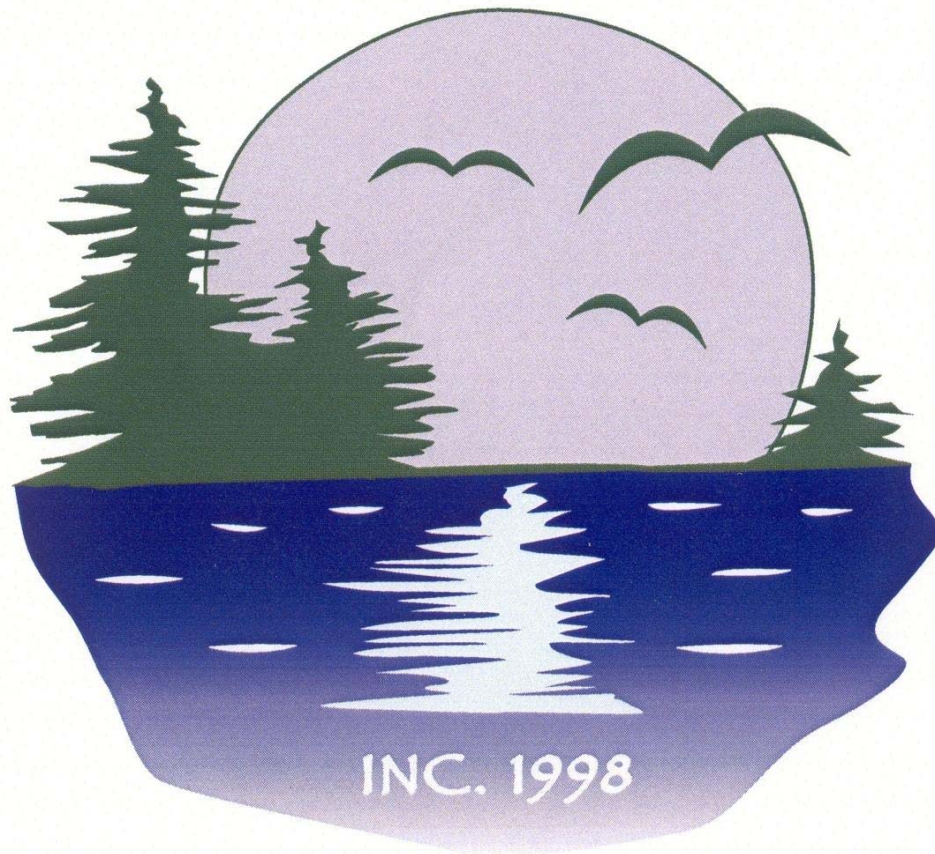


Village of Lake Isabella
1010 Clubhouse Drive
Lake Isabella, MI 48893

David Torgerson
Village President

Tim Wolff
Village Manager



Summer 2009 CRACK SEALING BID PACKET

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INSTRUCTIONS TO BIDDERS

1. **Proposals**

Proposals must be made upon the form provided herein, with the Bid amount shown in figures, and all other required material submitted at the time of the bid.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope. Proposals shall be publicly opened and read aloud at a time and date specified in the bid document.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal Form.

The Village of Lake Isabella (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the bids, and to select the Bid considered most advantageous to the Village of Lake Isabella

3. **Time**

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

4. **Indemnification**

The Contractor shall save and hold harmless the village and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

5. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the contractor shall pay the Owner as liquidated damages. And not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

6. **Qualifications of Bidders**

It is the intent of the Owner to award the contract to a bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the Village to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least three (3) references, using specific names of persons to contact concerning the contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his/her current financial status.

7. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

8. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) "By: _____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

9. **Execution of Contract**

The successful bidder to whom an award is made shall commence such work only after a written "notice to proceed" has been issued by the Village. The bidder shall perform such work as specified in the proposal, and shall not exceed the cost of the bid unless prior written authorization has been granted by the Village in the form of a "Change Order."

10. **Bidder Responsibility for Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

11. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the “TECHNICAL SPECIFICATIONS, Section 1 – General Construction Specifications” of the Contract. Unit prices for all change orders shall not exceed the price bid per unit item.

BID PROPOSAL

SUMMER 2009 CRACK SEALING BID

GENERAL SPECIFICATIONS

General Information

This project will include crack and pavement repair as specified on the following major and local streets. A complete prioritized listing of streets will be provided to the contractor once the bid is awarded. To view a sample of the streets before submitting a bid, the contractor must contact Timothy Wolff at (989) 644-8654. Quantities of material used will be monitored daily to maximize the amount of crack repair budgeted for each pavement category, i.e., major streets and local streets. The village inspector will coordinate limitations of work on each pavement area so as not to exceed budgetary funds. The contract will be deemed complete once budgetary limits are reached regardless of number of streets remaining on list.

Completion of Work

Work is due to begin by July 31, 2009. All work shall be completed within 21 consecutive calendar days from starting date.

Description

This repair system shall consist of furnishing, preparing, and systematically applying an overband crack fill to pavement fractures as specified in the proposal, and traffic control during all phases of the project. The applied material shall completely fill the entire cavity and provide a durable wearing surface. The material shall meet or exceed the **attached technical specifications**. Any material differing from these specifications must meet with the approval of the village engineer.

Village of Lake Isabella

Technical Specifications for Overband Crack Fill

I. Description:

This work consists of furnishing all labor, equipment, and materials necessary for the treatment of cracks in bituminous pavements by the Overband Crack Fill Method. The Overband Crack Fill Method consists of cleaning the crack in bituminous pavements and placing the specified materials into and over the crack to eliminate water infiltration.

II. Materials:

- a. Joint Sealant shall be hot-poured low modulus elastic type sealant.
- b. The overband crack filler shall be composed of a combination of polymeric materials fully reacted chemically to form a homogenous compound. This sealant must be melted in a mechanical agitator pump, gas pressure gauges, separate temperature thermometers for the oil bath, and melted material with accessible control valves and gauges. Follow the melting procedures recommended by the supplier. The sealant, when melted shall be free of any disbursed or settling components and be of a uniform consistency suitable for fill joints and cracks without inclusion of large air holes for discontinuities.

- c. Physical Requirements – the sealant shall conform to the following physical property requirements:

i. Pour Pint.....	390 Degrees
ii. Prolonged Heating.....	6 Hours
iii. Penetration.....	Less than 0.90 cm
iv. Flow.....	Less than 0.30 cm
v. Ductility.....	Minimum 40 cm
vi. Bond.....	Passed 100% Extension @ 0 degrees F (-17.8 degrees C) Passed 50% Extension @ -20 degrees F (-29 degrees C)
vii. Resiliency @ 77 degrees F.....	More than 60%
viii. Comprehension Recovery.....	Greater than 40 Inches (10.2 mm)
ix. Impact Tests.....	No Failure
x. Asphalt Concrete Compatibility.....	Compatible

The sealant material may be subjected to any or all of the above tests after prolonged heating of the material for 6 hours with constant mixing in a laboratory melter at the manufacturer's recommended pouring temperature. After such heating, the material shall meet the above-specified requirements.

- d. Packaging – sealant material shall be packaged and shipped in a suitable commercial container clearly marked with the name of the material, the name

of the manufacturer, the brand name, weight, batch number, and pouring temperature recommend be the manufacturer.

- e. **Specifications** – material shall meet testing requirements of:
 - ASTM D 3405
 - Federal Spec. SS-S-1401C
 - FAA Spec. Item P-605
 - Corp. of Eng. CRD-C530

III. Equipment

- a. **Compressed Air System:** A compressed air system shall be used for crack preparation. The compressed air equipment shall be able to produce continuous, high-volume, high-pressure air stream of clean dry air. The air compressor shall be equipped with a moisture separator to remove all oil and water from the air supply. The compressor shall be capable of producing a minimum of 690 kPa and continuous 5.3 m³/s airflow.
- b. **Melter Applicator:** The melter applicator shall be a boiler kettle capable of holding at least 5,000 pounds of material, with pressure pump, hose and applicator wand. The material hose shall be equipped with material shutoff control. A mechanical full sweep agitator shall be located in the kettle to assure continuous blending. The unit shall be equipped with accurate thermometers to monitor the material temperature and the heating oil temperature. The unit's thermostatic controls shall allow the operator to regulate material temperature up to 220 °C.
- c. **Application Wand:** The material can be applied by wand followed by a "V" or "U" shaped squeegee or by a round application head having a concave underside. The width of application shall be 75 mm for standard coverage. With the prior written approval of the Engineer, the application width may be increased to a maximum of 150 mm to provide complete and uniform coverage over multi-crack areas. The applied sealant thickness shall be 4-5 mm.
- d. **Heat Lance:** A heat lance may be used to assure that no residual moisture is present in the crack or on the pavement surface where the overband is to be applied. The contractor shall not attempt to seal the pavement cracks that are soaked by drying the pavement with a heat lance.

IV. Construction Methods

- a. **General**
 - i. **"Stand Alone" Overband Crack Fill.** When no other surface treatment will be applied to the pavement, fill all visible cracks in the

surfaced area of the roadbed after such crack has been prepared and cleaned of spoils and foreign materials, unless otherwise specified.

b. Pre-Construction Meeting: A pre construction meeting between the Contractor and the Engineer will be held prior to beginning any work. The agenda for the meeting will include a review of:

- The Contractor's detailed work schedule
- The traffic control plan.
- Submittal of documentation to the project office
- Inspection of the condition and adequacy of equipment

V. Weather Limitations: No material shall be placed unless the pavement temperature is 5 °C or greater. Material shall not be placed if there is moisture in the crack.

VI. Preparation of Surface: Cleaning of cracks will be performed using compressed air and any other tools necessary to remove all loose dirt, vegetation, and foreign material. The crack must be completely dry and thoroughly clean when the material is applied. Compresses air cleaning shall be conducted no more than 10 minutes ahead of the filling operation.

VII. Documentation Provided by the Contractor: The Contractor shall provide the Engineer, on a daily basis, a report with the following information:

- Control section, job number, and route number.
- Date, air temperature (in Celsius), weather in a.m. and p.m.
- Beginning and ending locations for the day, to include lane and direction.
- Amount of materials used for the day, including lot number.
- Traffic control typical used, number of traffic control moves and checks on the traffic control conducted.
- Unique or different situations of the project.
- Contractor's signature.

VIII. Protecting the Work: Traffic shall not be permitted on the overband crack filler until the material has cooled sufficiently to prevent tracking by the vehicle tires. Any damage by traffic to the treated pavement areas shall be repaired by the Contractor at no expense to the Village.

IX. Acceptance of Work: Five calendar days prior to the completion of work on the project, or on a route or job included in the project, the Contractor shall schedule an inspection of the work with the Engineer to note any deficiencies. These deficiencies will include areas exhibiting adhesion failure, cohesion failure, missed d cracks, or other factors that indicate the work is not acceptable. The contractor shall redo work identified by the Engineer as not acceptable. The Contractor shall notify the Engineer

upon completion of required corrective work, or upon completion of work on the route, job, or project if corrective work is not required.

- X. Measurement and Payment:** The completed work as measured for Overband Crack Fill will be paid for at the contract unit price: All work and materials needed in excess of the original bid amount must be pre-approved by the Village.

The lump sum price shall include all documentation, materials, equipment, mobilization, traffic control, and labor necessary for the preparation and filling of cracks and for any corrective action and temporary traffic markings required.

XI. Project Areas & Priority of Treatment:

Highest Priority (Illustrated in **Blue** on the Attached Map)

Second application to the following streets originally treated with overband crack fill in autumn of 2008:

Queens Way (All)

El Camino Grande (Intersection with Queens Way to eastern most intersection of Iberian)

Duquesa Drive (Intersection of Queens Way north to end of pavement)

Bundy Drive (Intersection of Queens Way to Essex Drive)

Fairway Drive (All)

Clubhouse Drive (Intersection of Fairway Drive to Backswing Drive & Intersection of Channel Drive westerly to end of pavement)

Second Level Priority (Illustrated in **Orange** on the Attached Map)

First application of overband crack fill of the following streets, shown in order of highest priority to lowest priority:

Bonanza Lane (All)

Par Drive (All)

Clubhouse Drive (Intersection of Backswing south to intersection of Birdie Drive)

Putter Drive (All)

Castle Drive/Castle Courts (All)

Lincoln Drive (Intersection of Bundy Drive to Lincoln Park)

Carmen Drive (Duquesa Road Intersection to Intersection of Marietta)

Sevilla Lane (All)

Isabella Vista (All)

Cantabrian Drive (All)

Village of Lake Isabella
BID SUBMISSION FORM

TO: Village of Lake Isabella
 Tim Wolff (Sealed Bid)
 1010 Clubhouse Drive
 Lake Isabella, MI 48893

BID DATE: **FRIDAY, June 5, 2009**
 TIME: 4:00 p.m.

The undersigned, as Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding of the same Contract; that he has carefully read and examined the Bid Proposal Documents.

The Bidder understands that the Village of Lake Isabella reserves the right to reject any or all bids and to waive any irregularities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving the bids.

The below price indicated shall include all permits, labor, materials, overhead, profit, insurance, sub contractor costs, and material costs for the finished work as described in the bid proposal documents. *Include with this Bid Proposal a "Qualification Statement" with at least three references of similar work performed in the past year.*

Item	Price
25,000 pounds and application of overband crack-fill.	Lump Sum Amount: \$
Per pound price for additional overband crack-fill and application, quantity not to exceed 10,000 additional pounds.	\$ / Per Additional Pound

Respectfully Submitted,

Company Name: _____

Address: _____

Telephone Number: _____

Authorized Signature: _____

Print or type Name and Title: _____