

BIDDING AND CONTRACT DOCUMENTS
FOR
2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching
24-010PW

BID OPENING DATE & TIME: March 26, 2024, at 2:00 P.M. AKDT.



CITY OF PALMER
231 W. Evergreen Avenue
Palmer, Alaska 99645
(907) 745-3271

Contact: Gregory Wickham
Superintendent of Public Works
(907) 745-3400
Email : gwickham@palmerak.org

March, 1 2024

CONSTRUCTION DOCUMENTS
2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching
Table of Contents

Division 0 - Bidding and Contract Requirements

Section 00020 Invitation to Bid
Section 00100 Instructions to Bidders
Section 00150 Sub-Contractor List
Section 00200 Contractor Questionnaire
Section 00310 Bid Proposal
Section 00320 Bid Schedule
Section 00410 Bid Bond
Section 00480 Non-Collusion Affidavit
Section 00510 Construction Contract
Section 00650 Certificate of Insurance
Section 00810 Special Conditions
 SC-1 Definitions
 SC-2 Environmental Constraints
 SC-3 Contract Time
 SC-4 Utilities Furnished by Owner
 SC-5 Conflict between Contract Provisions
 SC-6 Erosion and Pollution Control
 SC-7 "Or Approved Equal" Clause
 SC-8 Prevailing Wage Rates
 SC-9 Retainage
 SC-10 Variation in Quantities
 SC-11 Permits
 SC-12 Invoicing
Section 00850 List of Documents

Division 1 - General Requirements

Section 01010 Summary of Work
Section 01200 Project Meetings
Section 01300 Submittals and Substitutions
Section 01700 Contract Closeout

Division 2 - Civil

Section 02000 Crack Sealant / mastic
Section 03000 Road Paint
Section 04000 Infrared Patching

Attachments

State of Alaska Department of Labor letter dated 1989
State of Alaska Title 36 Public Contracts – Pamphlet 600

City of Palmer Standard Specifications for streets, drainage, utilities, and parks, dated 2018 are available electronically at www.cityofpalmer.org/bids

DIVISION 0

BIDDING AND

CONTRACT REQUIREMENTS

CITY OF PALMER
INVITATION TO BID

2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching
24-010PW

Description of Work: The scope of this project includes placement and installation as directed of approximately 9,000 pounds of rubberized asphalt crack sealant & 4,500 pounds of mastic sealant; furnish and paint approximately 88,000 linear feet of yellow and white 4-inch wide bead; furnish and paint approximately 2400 linear feet of 24-inch wide white bead and miscellaneous white turn arrows and stop bar traffic markings, 5,400 linear feet yellow and red curb painting, infrared road patching in designated locations as more completely defined in the Construction Documents. All work will be within the city limits of Palmer.

Sealed bids, in single copy, for furnishing all labor, equipment, materials and performing all work for the above project are hereby invited. Bids will be opened publicly and read aloud at the City Council Chambers, 231 West Evergreen Avenue, Palmer, Alaska:

Bid Opening: March 26, 2024, at 2:00 P.M. AKDT Palmer City Hall

All work on this project must be completed by July 10, 2024.

This project is funded with municipal funds. Therefore, contractors must be licensed by the City of Palmer and State and shall comply with State of Alaska Title 36 and Little Davis-Bacon wage rates. A bid bond is required with each bid in the amount of 5% of the bid. Companies owned by women, minorities, or people with disabilities are encouraged to bid.

Contract Documents are available starting March 1, 2024, in electronic format only. Documents may be downloaded at www.palmerak.org/bids

For additional information, contact the Public Works office at (907) 745-3400.

The City reserves the right to reject any or all bids and to waive irregularities or informalities in any of the bids when in its best interest.

John Moosey
City Manager

Page Intentionally Blank.

1. EXPLANATION TO BIDDERS

Detailed bidding and contract requirements are specified in City of Palmer, Alaska Standard Specifications for Streets, Drainage, and Utilities, dated 2018. All work shall conform to these standard specifications for this project unless specified otherwise. A copy of these specifications may be downloaded from www.cityofpalmer.org/bids at no charge.

Interpretations of Specifications and Drawings: All requests for interpretation or clarification of the Bidding Documents shall be made in writing to Public Works by email to gwickham@palmerak.org at least five (5) days prior to the date of the bid opening. Any questions received after this date may not be answered. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum.

It is the Bidders sole responsibility to ascertain they have received all Addenda issued by the City of Palmer. Addendum will be issued by e-mail to all registered plan holders and posted on the city web site www.cityofpalmer.org/bids. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda has been issued, leave blank or fill in "N/A" on the Bid Form in the space provided.

2. BID GUARANTEE

Each Bid shall be accompanied by a Bid Bond, certified check, postal money order, or cashier's check made payable to the City of Palmer, Palmer, Alaska, payable in the maximum amount of \$1,000 or 5% of the bid whichever is less. Bid Guarantees for the three low bidders will be held until the Contract is executed. All other bid guarantees will be returned within seven (7) working days of the bid opening. Power-of-Attorney for the person signing the Bid Bond for the Surety must be submitted with the Bid Bond.

3. PREPARATION AND SUBMISSION OF BIDS

Bidding procedures shall be in accordance with the City of Palmer, Alaska Standard Specifications 2018, and Palmer Municipal Code.

The Bids shall be submitted on the bid forms supplied and must be manually signed.

Envelopes containing the bid must be sealed, addressed, and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645
907-745-3271

4. REQUIRED DOCUMENTS

The following documents are required to be completed and submitted with the bid.

- Contractor's Questionnaire (Section 00200)
- Bid Proposal (Section 00310)
- Bid Schedule (Section 00320)
- Bid Bond (Section 00410)
- Non-Collusion Affidavit (Section 00480)

The following documents are required for the award of the contract.

- Construction Contract (Section 00510)
- Certificate of Insurance (Section 00650)
- Copy of City of Palmer Business License
- Copy of State of Alaska Business License
- Copy of Alaska General Contractor's License
- Subcontractor List (Section 00150)

5. RECEIPT AND OPENING OF BIDS

Bids shall be submitted to the City of Palmer at or before the date and time of opening specified in the Invitation to Bid and the exact date and time of receipt of Bids will be recorded. Late Bids will not be considered.

6. AWARD AND EXECUTION OF CONTRACT

Award and execution of the contract shall be in accordance with the Palmer Municipal Code 3.21. The Owner reserves the right to accept or reject any or all items of any bid unless the bidder qualifies such bid by specific limitation. The Owner further reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner.

7. LAWS TO BE OBSERVED

The bidder shall be familiar with all State laws, local laws, codes, ordinances, regulations which, in any manner, affect those engaged or employed in the work or the materials or equipment used in or upon the site, or in any way affects the conduct of the work. No plea of misunderstanding or ignorance on the part of the contractor will, in any way, serve to modify the provisions of the contract.

END OF SECTION

SECTION 00150
SUBCONTRACTOR LIST
(First tier subcontractors only)

The apparent low bidder shall complete this form and submit it as specified in the Instructions to Bidders.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsible and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable:

_____ All work on the below-referenced project will be accomplished without subcontracts greater than 1% of the contract amount.

Or:

_____ Subcontractor List is as follows:

FIRM NAME, ADDRESS, PHONE #	AK BUSINESS LICENSE & CONTRACTOR'S REG. NO	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS AS NECESSARY.

I hereby certify that the above listed licenses and registrations were valid at the time bids or proposals were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of a subcontract.

Authorized signature

Date

Printed

SECTION 00200
CONTRACTOR'S QUESTIONNAIRE

Project Number: _____

Project Name & Location: _____, _____.
Alaska

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?
Yes _____ No _____ if yes, explain:

B. EQUIPMENT

1. Describe in detail the equipment you have available for this work.

ITEM	QTY	MAKE	MODEL	SIZE/CAPACITY

2. What percent of the total value of this contract do you intend to subcontract? _____%

3. Do you propose to purchase any equipment for use on this project? Yes ____ No ____.
If yes, describe type, quantity, and approximate cost:

4. Do you propose to rent any equipment for this work? Yes ____ No ____.
If yes, describe type and quantity:

5. Is your proposal based on firm offers for all materials necessary for this project?
Yes ____ No _____. If No, please explain

C. EXPERIENCE

1. Have you had previous 3 years construction contracts or subcontracts installing Deery Super Stretch rubberized asphalt crack sealant on asphalt roadways & runways?

Yes ____ No ____.

If yes, describe the most recent or current contract, its completion date, and scope of work:

2. Have you had previous 3 years construction contracts or subcontracts line striping on asphalt roadways?

Yes ____ No ____.

If yes, describe the most recent or current contract, its completion date, and scope of work:

3. Have you had previous 3 years construction contracts or subcontracts working with infrared road patching equipment on streets?

Yes ____ No ____.

If yes, describe the most recent or current contract, its completion date, and scope of work:

4. Have you had previous 3 years construction contracts or subcontracts installing Crafcro Mastic One Crack Sealant #33339 & 33340 on roadways?

Yes ____ No ____.

If yes, describe the most recent or current contract, its completion date, and scope of work:

5. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each Project completed in the past 12 months. _____

I hereby certify that the above statements are true and complete.

Contractor Name

Signature

Date

Name and Title of Person Signing

SECTION 00310
BID PROPOSAL

Contractor Name: _____

Address: _____

To the **CITY MANAGER** of the **City of Palmer**:

In compliance with the Invitation to Bid, the Undersigned proposes to furnish and deliver all the material and do all the work and labor required in the construction of Project:

2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching

Located within the City of Palmer, Alaska, according to these contract documents and for the amount and prices named herein as indicated on the Bid Schedule consisting of Two (2) sheets, which is made a part of this Bid.

The Undersigned declares he has carefully examined the contract requirements and he has made a personal examination of the site of the work; he understands the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease depending on APPROVED budget line items, and he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract within ten calendar days, or such further time as may be allowed in writing by the Owner, after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case the undersigned does not, the accompanying bid guarantee shall be forfeited to the Owner as liquidated damages, and the said Owner may proceed to award the contract to others.

The Undersigned agrees to commence the work within 5 calendar days after notice to proceed and to complete the work by the specified date.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda	Date Issued	Addenda	Date Issued
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his signature below:

Signature

Name and Title of Person Signing

Telephone Number

SECTION 00320
BID SCHEDULE

Bidders please note: Before preparing this bid schedule, read carefully "Instructions to Bidders" and the following:

- 1) The bidder shall insert a unit bid price and total bid price on the item listed below based on estimated quantity.
- 2) Conditioned or qualified bids will be considered non-responsive.
- 3) The contract award will be made based on the lowest responsible total bid.

Bid Schedule

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT BID PRICE	TOTAL BID PRICE
1	9,000 LB	Apply rubberized asphalt crack sealant Derry Super Stretch on streets, airports or pathways within City of Palmer incorporated city limits. (per pound applied sum)	LB	
2	6,750 LB	Supply Derry Super Stretch (per pound supply sum)	LB	
3	10,000 LF	Supply Paint and Apply Painted traffic markings. 4" white (per linear foot)	LF	
4	78,000 LF	Supply paint and Apply Painted traffic markings. 4" yellow (per linear foot)	LF	
5	5,000 LF	Supply paint and Apply Painted traffic markings. Stand up and rolled 11"-12" yellow curb paint. (per linear foot)	LF	
6	4000 LF	Supply Paint and Apply Painted traffic markings. Stand up and rolled 11"-12" red curb paint. (per linear foot)	LF	

7	30 Each	Supply Paint and Apply Painted traffic markings. 48" white turn arrow & straight arrow (each)	EA	
8	1,200 LF	Supply Paint and Apply Painted traffic markings. 24" white stop bars (per linear foot)	LF	
9	1200 LF	Supply Paint and Apply Painted traffic markings. 24" white banded crosswalk (per linear foot)	LF	
10	500 LF	Supply Paint and Apply Painted traffic markings. 8" white (per linear foot)	LF	
11	6 days	Supply Equipment and Asphalt to Infrared roadway pothole patching. (Per 10-hour workday)	EA	
12	4,500 LB	Apply rubberized asphalt Mastic One crack sealant on streets, airports or pathways within City of Palmer incorporated city limits. (per pound applied sum)	LB	
13	4,500 LB	Supply Crafc0 Mastic One #33339 #33340 (per pound supply sum)	LB	
			TOTAL	

Total Bid Amount (numerals): _____

Total Bid Amount (written): _____

SECTION 00410
BID BOND

				DATE BOND EXECUTED	
PRINCIPAL (Legal name and business address)				TYPE OF ORGANIZATION O INDIVIDUAL O PARTNERSHIP O JOINT VENTURE O CORPORATION	
				STATE OF INCORPORATION	
SURETY(IES) (Name and Business Address)					
A.		B.		C.	
PENAL SUM OF BOND				DATE OF BID	
<p>We, the PRINCIPAL and SURETY above named, are held and firmly bound to the City of Palmer, in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.</p> <p>THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on PROJECT: 2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching in accordance with contract documents filled at the City of Palmer, and under the Invitation to Bid therefore, and is required to furnish a bond in the amount stated above. If the Principal's bid is accepted and he is offered the proposed contract for award, and if Principal fails to enter the contract, then the obligation to the State created by this bond shall be in full force and effect. If the Principal enters the contract, then the foregoing obligation is null and void.</p>					
PRINCIPAL					
Signature(s)		1.	2.	3.	Corporate Seal
Name(s) & Titles (Typed)		1.	2.	3.	
CORPORATE SURETIES					
S U R E T Y A	Name of Corporation			State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Titles (Typed)	1.	2.		
CORPORATE SURETY(IES) CONTINUED					
S U R E T Y B	Name of Corporation			State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Titles (Typed)	1.	2.		

S U R E T Y C	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g. "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS.21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

SECTION 00480
NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA)

) ss

STATE OF ALASKA)

I, _____, of _____
(Name of Officer) (Name of Firm)

Being duly sworn, do depose and state:

That I, or the firm, association or corporation of which I am a member, a bidder on the contract to be awarded by the City of Palmer, Alaska for the construction of that certain project designated as Project Number **(24-010PW)** and described as **2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching**, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Signature)

(Typed or Printed)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024.

Notary Public in and for the State of Alaska
My Commission expires:

CITY OF PALMER
CONSTRUCTION CONTRACT

THIS CONTRACT, between the City of Palmer, herein called the Owner, and _____, an Individual, Partnership, Joint Venture, Sole Proprietorship, Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Owner on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the City, hereby covenants and agrees to furnish and deliver all materials and to do and perform all the work and labor required in the construction of the **2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching**, at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of dollars (\$ _____), and such other items as are mentioned in the original Proposal, which Proposal and prices named, together with the Contract Documents, and City of Palmer Standard Specifications for Streets, Drainage and Utilities dated 2018 are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will not be allowed by the Owner, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Owner. In no event shall the Owner be liable for any materials furnished or used, or for any work or labor done, unless the materials, work or labor are required by the Contract or on written order furnished by the Owner. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect, to the satisfaction of the Owner, on or before **July 10, 2024**. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Owner shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Owner shall have the right to recover:

One hundred dollars (\$100.00) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

CITY OF PALMER

CITY MANAGER (Signature)

Date

Printed Name

CONTRACTOR'S
CERTIFICATE
OF
INSURANCE

[Submit Original Certificate per City of Palmer Standard Specifications 2018 See Division 10 General Provisions Article 6.9 Insurance]

SECTION 00810
SPECIAL CONDITIONS

These special conditions amend and supplement the Construction Documents, Palmer Standard Specifications, Amendments to the Palmer Standard Specifications and other provisions of the contract documents as indicated below. These provisions supersede all other terms and provisions; however, all provisions which are not so amended or supplemented remain in full force and effect.

SC-1 DEFINITIONS

- A. "Equal", "Approved", "Approved Equal", "Equivalent" or "Similar" means a product with written approval by Owner after submittal in accordance with Specification Section 01300.
- B. "N.I.C." means the work is NOT IN THIS CONTRACT.

SC-2 ENVIRONMENTAL CONSTRAINTS

- A. All fuel storage and fuel handling safeguards against spillage shall meet or exceed all State and Federal requirements.
- B. The Antiquities Act of June 8, 1906, (34 Stat 225; 16 USC 431-433) prohibits the appropriation, excavation, injury or destruction of any historic or prehistoric ruin or monument, or any other object of antiquity, situated on lands owned or controlled by the United States.
- C. No historic archaeological site or camp, either active or abandoned, shall be disturbed in any manner nor shall any item be removed there from. If such sites are discovered during the course of field operations, the City of Palmer Office shall be contacted, or another appropriate agency shall be promptly notified.

SC-3 CONTRACT TIME

- A. The work to be performed under this contract shall be commenced effective on the date of Notice to Proceed and shall be completed not later than May 15, 2024. Notice to Proceed is anticipated to be issued no later than May 1, 2024.
- B. Contractor may physically start work on the day the Notice to Proceed is issued. Construction shall take place under acceptable weather conditions per manufacturer's recommendations. Should weather preclude proper placement of materials in accordance with the Contract Documents, consideration will be given in assessing liquidated damages and enforcing contract time, as long as the Contractor acts without delay in the construction.

SC-4 UTILITIES FURNISHED BY OWNER

- A. No utilities will be provided by the Owner.

SC-5 CONFLICT BETWEEN CONTRACT PROVISIONS

- A. The contract documents are complementary and what is called for by any one of them shall be binding as if called for by all of them. In the event that there are conflicting provisions or requirements in the component parts of the contract documents, the more stringent requirement shall apply.
- B. Contractor shall notify the Owner promptly in writing of any error, omission, or inconsistency discovered while examining the Contract Documents or the site.

Contractor shall be responsible for bringing conflicts and inconsistencies in the Contract Documents to the attention of the Owner, wherein the Owner will make a determination as to the intent of the requirement.

SC-6 EROSION AND ENVIRONMENTAL SPILLS

- A. The Contractor shall be responsible for the containment, cleanup, reporting, and disposal of all construction related discharges of petroleum fuels, oil, and/or other substances hazardous to the land and water. The contractor is required to follow ADEC Clean-up procedures specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18AAC75. All inquiries may be directed to the Wasilla ADEC office at (907) 376-5038.

SC-7 "OR APPROVED EQUAL" CLAUSE

- A. There are several places in the Contract Documents that call out specific materials or equipment by name brand. This is done only to establish a level of quality and performance that is required. In each case, an equal product will be acceptable if approved in writing by the OWNER through the specified submittal process.

SC-8 PREVAILING WAGE RATES

- A. Title 36 Wage Rates apply to this the road painting portion of this contract, but crack sealing is exempt from Title 36 wage rates. See Attached State of Alaska Department of Labor letter dated 1989 and Pamphlet 600 from the State of Alaska.

SC-9 RETAINAGE

- A. The City shall retain 5% from all contractor invoices until such time that the project is finally completed in accordance with the Contract Documents and approved.

SC-12 PERMITS

- A. The contractor shall apply for and be responsible for coordinating processing and obtaining the Palmer Road Closure Permit if needed. Form is available at www.cityofpalmer.org on the Department of Public Works web page.

SC-13 INVOICING

- A. Contractor shall submit invoice showing all quantities to owner and the owner will verify material quantities for the project.

END OF SECTION

SECTION 00850
LIST OF CONTRACT DOCUMENTS

1.01 DESCRIPTION

- A. The contract documents consist of this set of bound construction documents as listed in the table of contents; the City of Palmer's Standard Specifications for Streets, Drainage, and Utilities, 2018 available on City of Palmer Web Site.
- B. The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. The contract documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the contract documents will not be required unless it is consistent therewith and reasonably inferable there from as being necessary to produce the intended results.
- C. Nothing contained in the contract documents shall create any contractual relationship between the City of Palmer and any contractor or sub-subcontractor.
- D. By executing the contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.
- E. Owner recognizes that repair Mastic is a specialty which requires proper equipment, mixing, heat management, preparation, and installation techniques per manufacture's installation specifications to complete project on time. All are critical elements that require relevant hands on knowledge and expertise to attain the long lasting performance that the City of Palmer expects for this Mastic application.
- F. The work comprises of the completed construction required by the contract documents and includes all labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.
- G. Contract Documents for this project include the following:
 - 1. Construction Documents, titled "**2024 Crack Sealing, Mastic Sealing, Street Striping & Infrared Pothole Patching**" and dated March 1, 2024.
 - 2. City of Palmer Standard Specifications for Streets, Drainage, and Utilities, 2018.

END OF SECTION

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

1.01 DESCRIPTION – SCOPE

1. This contract consists of a general contract to furnish all labor, materials, equipment, supervision, fuel, traffic control, plant, subcontract, overhead, profit and incidentals necessary to apply hot applied rubberized asphalt product, Mastic, Infrared work, and road paint.
2. The purpose of this project is to rejuvenate streets by sealing cracks with a rubberized asphalt sealant, application of mastic on larger cracks or infrared patching of potholes or alligator cracking and painting new traffic markings on City streets.
3. The scope of this project includes sealing cracks on City of Palmer streets with up to 9,000 pounds of rubberized asphalt crack sealant, 4,500 pounds of Mastic, infrared work at various locations and applying road paint while providing traffic control to various locations as directed by the Superintendent of Public Works.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

1.01 PRECONSTRUCTION CONFERENCE

1. Within 10 days following execution of Contract but before the start of work at the site, General Contractor shall meet with the Owner for discussion of scheduling requirements, procedures for handling submittals, processing application for payment, and establishing a working understanding among the parties.
2. Contractor shall coordinate and attend a preconstruction conference at the Public Works Office, 1316A South Bonanza Street, Palmer, Alaska 99645. As a minimum, the following project representatives will attend:
 1. Owner's project manager
 2. Contractor's project manager
 3. Contractor's superintendent

END OF SECTION

SECTION 01300
SUBMITTALS

1.01 SECTION INCLUDES

- A. Requirements and procedures necessary for scheduling, preparation, and submission of submittals.

1.02 RELATED WORK SPECIFIED UNDER OTHER SECTIONS

- A. Individual Specification sections in these Contract Documents contain additional and special submittal requirements. Individual sections shall take precedence in the event of a conflict with this section.

1.03 SUBMITTAL PROCEDURES

- A. Owner reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries to the Owner regarding the procedure, purpose, or extent of any submittal.
- B. Review, acceptance, or approval of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by Contractor shall not add to the Contract amount, and additional costs which may result there from shall be solely the obligation of Contractor.
- C. Contractor shall be responsible for performing necessary analysis research, data gathering, code analysis, and cost estimating for review and acceptance by the Owner when the Contractor submits a substitution as an equal product.
- D. Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials, therefore.
- E. Owner is not responsible to provide engineering or other services to protect Contractor from additional costs accruing from submittals.
- F. Submittals do not become Contract Documents and are not Change Orders; the purpose of submittal review is to establish a reporting procedure and is intended for Contractor's convenience in organizing the work and to permit the City to monitor Contractor's progress and understanding of the submittal. Delays caused by the need for re-submittal shall not constitute a basis for a claim.
- G. Check samples and accompany with specific written indication that Contractor has satisfied requirements under the Contract Documents with respect to review of submittals, and identify clearly as to material, supplier, pertinent data such as catalog numbers and the intended use.
- H. At the time of each submission, give the City specific written notice of each variation that the submittal may have from the requirements of the Contract Documents.
- I. Review of submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called attention to each such variation at the time of submission, and the City has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions herein.

1.04 ADMINISTRATIVE SUBMITTALS

- A. Submit to Owner a copy of letters relative to the Contract including notifications, reports, and certifications.

1.05 SCHEDULES

- A. General:
 - 1. Submit estimated progress schedule and preliminary schedule of submittals.

PART 2 – PAYMENT

- A. Payment for work in this section will be included as part of the lump sum bid or appropriate unit prices stated in the Proposal.

END OF SECTION

SECTION 01700 PROJECT CLOSE OUT

1.01 DESCRIPTION

- A. Comply with requirements stated in GENERAL CONDITIONS for closing out the Project.

1.02 FINAL INSPECTION

- A. When the Contractor considers the work is complete, he shall submit a written notice to the Owner.
- B. Within five working days after receipt of notice that work is complete, the Owner will inspect the work site to verify the status of completion.
- C. Should the Owner determine that the work is not complete or is defective after the final inspection:
 - 1. The Owner will promptly notify the Contractor in writing, of the work items which are not complete or are defective.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written notice to the Owner that the deficient work items have been completed or repaired.
 - 3. The Owner will re-inspect the work within five (5) working days upon receipt of the second written notice from the Contractor.
- D. When the Owner determines that the work has been completed and is in compliance with the Contract Documents, he shall request the Contractor to submit final invoice and complete a Contractor's Release and Affidavit of Payment of Debits and Claims.

1.03 REINSPECTION FEES

- A. The Owner will deduct from the final payment to the Contractor any costs incurred during re- inspections of the work site by the Owner because of false or inaccurate claims as to the status of completion of the project made by the Contractor.

1.04 CLEANING UP

- A. During the term of this Contract, the Contractor shall remove as promptly as possible, any materials and equipment which are not required for the completion of the work. Contractor shall take particular care to eliminate any hazards created by his operation.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties
- B. Evidence of Payment and Release of Liens: "Contractor's Release and Affidavit of Payment of Debts and Claims"

1.06 FINAL APPLICATION FOR PAYMENT

- A. The Contractor shall submit the final Application for Payment.

END OF SECTION

DIVISION 2 **Civil**

SECTION 02000 CRACK SEALANT

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This section includes installation of owner supplied hot rubberized applied, single component asphalt crack sealant & asphalt crack mastic.
- B. This work also includes, but is not limited to, cleaning, air blasting, routing, and/or heating, of cracks to prepare the joint for installing of crack sealant.
- C. This work also includes traffic control, protection of sealant during the cure time, and general workmen's safety as required during the work. All traffic control flaggers will always have current certification cards ATSSA available.
- D. The crack sealant quantity is only approximate, and the City may elect to have the contractor continue crack sealing in the neighborhood residential streets to utilize the full bid quantity should the estimated quantity in the bid schedule be low.

1.02 REFERENCED STANDARD

- A. ASTM D-3405 Joint sealants, hot-applied, for asphalt pavements, modified for cold temperatures.

1.03 SUBMITTALS

- A. Submit product information and manufacturer's installation instructions for crack sealant for approval.
- B. Submit details of proposed equipment including jacketed double-boiler, hot-air lance, router, compressor to be used.

PART 2 - MATERIALS

2.01 CRACK SEALANT & MASTIC

- A. Provide a rubberized asphalt crack sealant meeting the following properties heated to maximum heating temperature in accordance with ASTM D5167.

Cone penetration @ 77°F	ASTM D3529	75 dmm maximum
Cone penetration @ 122°F	ASTM D3529	120 dmm maximum
Flow @ 140° F	ASTM D3529	1 mm maximum
Extension @ 77° F	DATM	1000% minimum
Extension @ 0°F	DATM	500% minimum
Low Temp Flexibility	DATM	Pass @ -20°F
Softening Point	ASTM D36	200°F minimum
Resilience	ASTM D5329	60% minimum
Bond	ASTM D6690-I	Modified Pass
Asphalt compatibility	ASTM D5329	Complete
Cure Time	Non tracking to moving traffic	30 minutes maximum
Weight/Applied gallon		8 lbs. maximum
Application temperature	ASTM D5167	380-400°F
Maximum heating temp	ASTM D6690	400°F

- B. Crack sealant shall be particularly suitable for cold weather climates and repeated freeze-thaw cycles.
- C. Crack sealant shall remain flexible at -30F and shall not track at an ambient temperature of 100F.
- D. Provided material Crafcro Derry "Super Stretch".
- E. Provided material Crafcro "Mastic One" part #33339 & part#33340

2.02 EQUIPMENT

- A. Crack sealant equipment shall be suitable for the intended purpose. Equipment shall be at a minimum: melter, router, heat lance, compressor, and towing or carrying vehicle for safety equipment -markers, barrier, Street sweeper etc.
- B. Sealant shall be melted using a jacketed oil-bath double-boiler type with effective agitation system; E-Z pour 200D melter or approved equal.
- C. Provide auxiliary equipment, including routers, for cleaning cracks prior to sealing, oil-free air compressors capable of delivering 100 cfm @ 90 psig minimum continuous air flow to the crack, hot air lances/propane torch, in order to properly install crack sealant in accordance with the manufacturer's instructions.
- D. All equipment shall meet federal and state safety standards. Equipment will be inspected jointly by the Engineer/Owner and the Contractor. Any units found defective shall be immediately repaired or replaced.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Unless stated otherwise, cracks shall be prepared, and crack sealant furnished and installed in accordance with the manufacturer's written instructions.
- B. Crack sealant shall only be applied to clean and dry surfaces and installed in accordance with the manufacturer's written instructions.
- C. Crack sealant & mastic shall be hot applied and installed in accordance with the manufacturer's written instructions.
- D. Crack sealant shall only be applied above 40°F pavement temperature and installed in accordance with the manufacturer's written instructions.
- E. Surfaces which are dirty shall be melted with a hot air lance to assure a positive bond between the crack sealant and the existing pavement and installed in accordance with the manufacturer's written instructions.
- F. The City reserves the right to redirect the type and location of cracks to be sealed as is in the best interests of the Owner.
- G. Material is staged at the Public Works yard located at 1316 S. Bonanza Street.
- H. Days and work hours are Monday thru Saturday; 6:00 a.m. through 9:00 p.m.

3.02 AREAS TO BE CRACK SEALED

- A. Areas to be crack sealed will be City streets, Subdivisions, Airport Ramps, Runways and Taxiways.
- B. The Contractor shall crack seal pavements, as directed by the Superintendent Public Works. Airport work will require City Staff to be onsite during all work for NOTAM updates to Flight Services point of contact for communication and safety.
- C. The Public Works Superintendent, Greg Wickham, will meet with the Contractor's Superintendent the day before crack sealing is to commence and give the contractor a list of streets to be crack sealed. The list includes the order of preference.
- D. The City reserves the right to occasionally redirect the Contractor's efforts during the progress of the work, to assure that the priority areas are completed with the funding available.

3.03 CRACK SEALANT

- A. Cracks less than 3/8" in width shall be blown clean, sealed with crack sealant, and squeegeed flush with the existing pavement surface. Crack shall be heated with a hot air lance, if dirty.
- B. Cracks between 3/8" and 1 1/2" in width shall be routed to a 1/2" by 1/2" dimension, blown clean, sealed with crack sealant, and squeegeed flush twice with the existing pavement surface. Crack shall be preheated with a hot air lance as needed to assure a positive bond.
- C. Cracks over 1 1/2" in width shall be sealed with Mastic shall be routed to a 1/2" by 1/2" dimension, blown clean, sealed with crack sealant, and squeegeed flush twice with the existing pavement surface. Crack shall be preheated with a hot air lance as needed to assure a positive bond.
- D. Streets routed shall be swept prior to application of mastic with vacuum brush street sweeper.

- E. Alligator cracks shall not be crack sealed.
- F. Cracks shall be sealed within 4 hours of the crack preparatory work.
- G. Squeegee band shall be 2" to 4" wide, centered about the crack.
- H. Crack sealant shall be completely bonded to the asphalt substrate.
- I. Crack sealant which has poor crack penetration, which is not bonded, or which is not flush with the existing pavement shall be resealed or reworked at no cost to the owner.

3.04 TRAFFIC SAFETY

- A. Contractor shall take special precautions and shall be responsible for all traffic safety of workers and the public during his crack sealant work. All traffic control flaggers will always have current certification cards ATSSA available and handheld communications.

PART 4 - MEASUREMENT AND PAYMENT

4.01 Payment shall be made at the bid unit price per pound for crack sealant applied.

4.02 Payment shall be made for only crack sealant placed as specified.

4.03 Crack sealant for the purpose of payment shall be measured by submitting package labels to the Superintendent.

4.04 Bid price for crack sealant or mastic shall include all costs including incidental work, such as existing asphalt surface cleaning and preparation, traffic control, and clean up necessary to provide the owner with a completed end product per manufacturer's directions and instructions.

4.05 The Contractor and the City may mutually agree to renew this Contract for up to two (2) additional one (1) year terms. This option must be exercised by April 1st of each year and is conditioned upon the Director of Administration certifying funds for the City's performance during the fiscal year in which the contract term commences. The City may adjust quantities to reflect available funding. The contractor must have all work completed each year by July 10th or before.

END OF SECTION

Section 03000
Road Paint

PART 1 - GENERAL

1.04 WORK INCLUDED

- A. This section includes furnishing and installing of road paint.
- B. This work also includes traffic control, protection of paint during the cure time, and general workmen's safety as required during the work. All traffic control flaggers will always have current certification cards ATSSA available.

- C. The road paint quantity is only approximate, and the City may elect to have the contractor continue painting in neighborhoods/residential streets to utilize the full bid quantity should the estimated quantity in the bid schedule be low.

1.05 SUBMITTALS

- A. Submit product information and manufacturer's installation instructions for road paint for approval.

PART 2 – MATERIALS

- A. Paint Color- All pavement markings shall conform to Rodda Paint colors oil Alkyd Traffic Striping & Zone Paint (4171Z Series), SKU number 7171Z01 white, SKU number 7171Z82Red and SKU number 5171Z88 yellow.

2.03 EQUIPMENT

- A. Road paint & line striping equipment shall be suitable for the intended purpose.
- B. All equipment shall meet federal and state safety standards.

PART 3 - EXECUTION

3.05 GENERAL REQUIREMENTS

- A. Unless stated otherwise, paint shall be prepared, furnished, and installed in accordance with the manufacturer's written instructions.
- B. Road paint shall only be applied to clean and dry surfaces and installed in accordance with the manufacturer's written instructions.
- C. Road paint shall only be applied above 40°F pavement temperature and installed in accordance with the manufacturer's written instructions.
- D. The City reserves the right to redirect the type and location of road paint to be applied as is in the best interests of the Owner.
- E. Days and work hours are Monday through Saturday; 2:00 a.m. through 10:00 p.m. depending on noise level of equipment.

3.06 AREAS TO BE PAINTED

- A. Areas to be painted will be City streets and subdivisions.
- B. The Contractor shall paint pavements as directed by the Superintendent Public Works.
- C. The Public Works Superintendent, Greg Wickham, will meet with the Contractor's Superintendent the day before painting is to commence and give the contractor a list of streets to be striped. The list includes the order of preference.
- D. The City reserves the right to occasionally redirect the Contractor's efforts during the progress of the work, to assure that the priority areas are completed with the funding available.

3.07 TRAFFIC SAFETY

- A. Contractor shall take special precautions and shall be responsible for all traffic safety of workers and the public during his road painting work. All traffic control

flaggers will always have current certification cards ATSSA available and handheld communications.

PART 4 - MEASUREMENT AND PAYMENT

4.01 Payment shall be made at the bid unit price per linear foot or item for road paint applied.

4.02 Payment shall be made for only road paint placed as specified.

4.04 Bid price for road paint shall include all costs including incidental work, such as control, and clean up necessary to provide the owner with a completed product.

4.05 The Contractor and the City may mutually agree to renew this Contract for up to two (2) additional one (1) year terms. This option must be exercised by April 1st of each year and is conditioned upon the Director of Administration certifying funds for the City's performance during the fiscal year in which the contract term commences. The City may adjust quantities to reflect available funding. The contractor must have all work completed each year by July 10th.

DIVISION 4 **Infrared Roadway**

SECTION 04000 INFRARED ROADWAY PATCHING

PART 1 - GENERAL

1.06 WORK INCLUDED

- A. This section includes installation of Asphalt and supply of an Infrared Road Patching machine on city streets as directed.
- B. This work also includes, but is not limited to, cleaning, removal of old material, air blasting, cutting, routing, and/or heating, of cracks and potholes to prepare the asphalt for repairs.
- C. This work also includes traffic control, protection of new asphalt patch during the cure time, and general workmen's safety as required during the work. All traffic control flaggers will always have current certification cards ATSSA available.
- D. The Infrared work quantity is only approximate, and the City may elect to have the contractor continue Infrared work in the neighborhood residential streets to utilize the full bid quantity should the estimated quantity in the bid schedule be low.

1.07 SUBMITTALS

- A. Submit product information and manufacturer's installation instructions for approval.

- B. Submit details of proposed equipment including Infrared Unit, compactor, to be used.

PART 2 - MATERIALS

2.04 Asphalt

- A. Provide Asphalt meeting City E mix design per City Standard Specifications or approved equal.

2.05 EQUIPMENT

- A. Infrared equipment shall be suitable for the intended purpose. Equipment shall be at a minimum: Infrared heating unit, and towing or carrying vehicle for safety equipment -markers, barrier, etc.
- B. Infrared unit shall be 6' x 8' heating chamber, minimum of 2 ton asphalt re-claimer storage container at 300F to 325F, infrared unit when fired is capable of 1650F, Heating time for 2" if standard asphalt is five to seven minutes at 50 degrees ambient air temperature with no damage to asphalt binder.
- C. Provide auxiliary equipment, miscellaneous hand tools shovels, asphalt rakes, single drum compactor for roadway patch compaction, on board water tank and pump.
- D. All equipment shall meet federal and state safety standards. Equipment will be inspected jointly by the Engineer/Owner and the Contractor. Any units found defective shall be immediately repaired or replaced.

PART 3 - EXECUTION

3.08 GENERAL REQUIREMENTS

- A. Unless stated otherwise, potholes and alligator cracks shall be prepared by removing foreign material from directed location.
- B. The City reserves the right to redirect the type and location of cracks or potholes to be repaired as is in the best interests of the Owner.
- C. Material and or equipment can be staged at the Public Works yard located at 1316 S. Bonanza Street.
- D. Days and work hours are Monday thru Saturday; 6:00 a.m. through 9:00 p.m.

3.09 AREAS TO BE PATCHED

- E. Areas to be patched will be on City streets, airport aprons, and in subdivisions.
- F. The Contractor shall repair asphalt pavements, as directed by the Superintendent Public Works.
- G. The Public Works Superintendent, Greg Wickham, will meet with the Contractor's Superintendent the day before Asphalt Repairs is to commence and give the contractor a list of streets to be repaired. The list includes the order of preference.
- H. The City reserves the right to occasionally redirect the Contractor's efforts during the progress of the work, to assure that the priority areas are completed with the funding available.

3.10 TRAFFIC SAFETY

- I. Contractor shall take special precautions and shall be responsible for all traffic safety of workers and the public during his crack sealant work. All traffic control flaggers will always have current certification cards ATSSA available and handheld communications.

PART 4 - MEASUREMENT AND PAYMENT

- A. 4.01 Payment shall be made at the bid unit price per 10 Hour Day for Infrared asphalt repair work.

- B. 4.05 The Contractor and the City may mutually agree to renew this Contract for up to two (2) additional one (1) year terms. This option must be exercised by April 1st of each year and is conditioned upon the Director of Administration certifying funds for the City's performance during the fiscal year in which the contract term commences. The City may adjust quantities to reflect available funding. The contractor must have all work completed each year by July 10th.

END OF SECTION

ATTACHMENTS