



MIDDLESEX COUNTY
SPECIFICATIONS

Airport – Crack Filling Project

May 19, 2017

Bid Due Date:
June 15, 2017 3:00 P.M.

SPECIFICATIONS

The Middlesex County Board of Supervisors is requesting bids from qualified contractors to fill cracks in an existing runway and access area at the County's Airport, Hummel Field. The Airport is accessed via a private, paved road off of Plainview Road, State Route 663, in Topping, Virginia. A site plan has been included with the specifications that can be used in estimating the job.

The successful bidder is to provide all materials, labor, equipment, tools and incidentals necessary to complete the project, including:

- Clean pavement of sand, gravel and debris;
- Clean and fill cracks as noted to prevent future water damage
 - Cracks $\geq \frac{1}{4}$ " wide and $< \frac{3}{4}$ " wide are to be routed, cleaned and sealed with hot-applied sealant;
 - Cracks $\geq \frac{3}{4}$ " – remove existing fill or pavement and repave with VDOT modified surface mix.
 - Fill is to be applied so that it remains level with the runway surface.

All sketches and measurements are prepared for planning purposes only. Contractors are required to use their own equipment or others to sight out the actual areas for estimating material needs for the project. Areas to be inspected include:

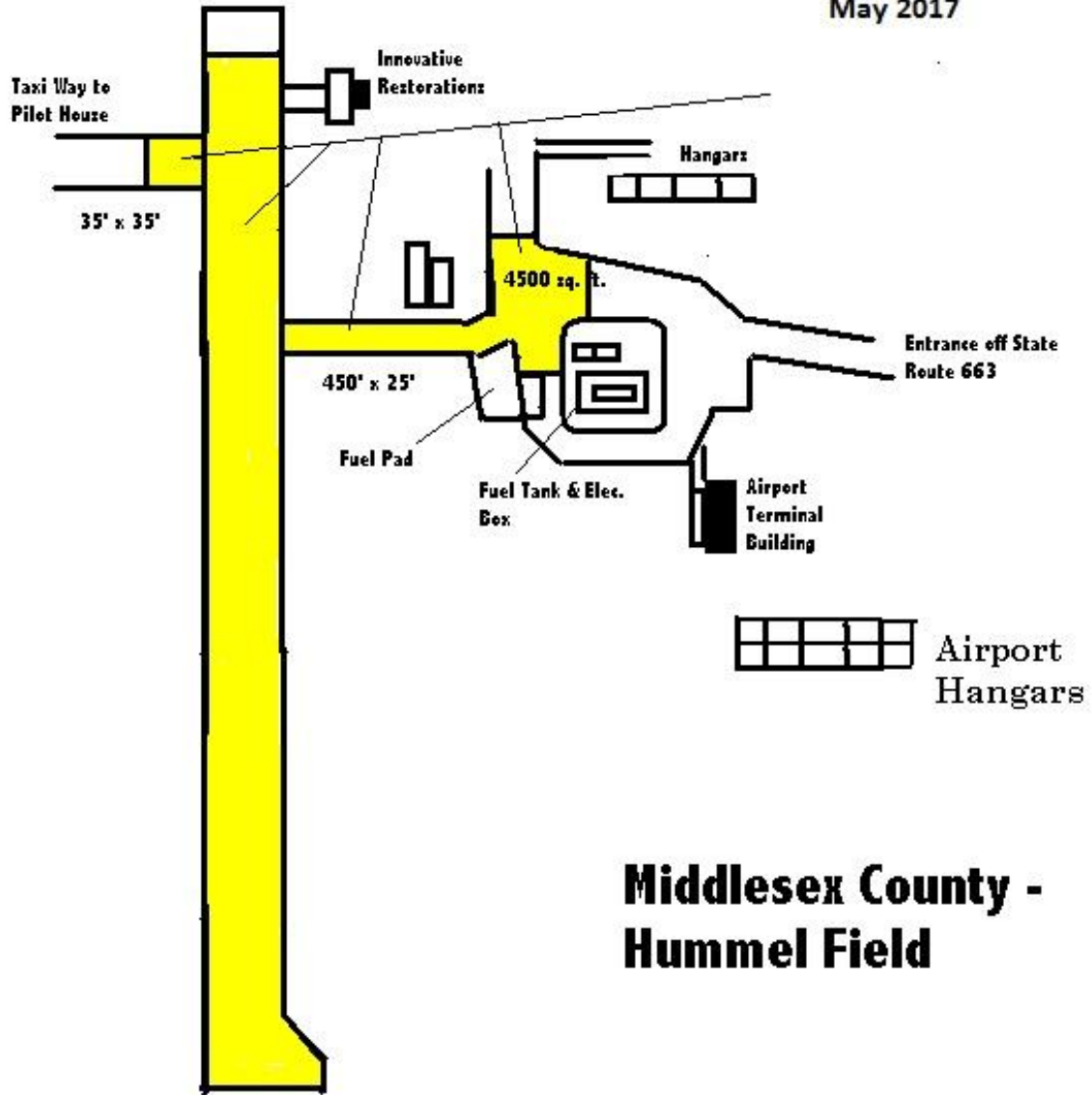
- Area adjoining fuel farm – 4500 square feet
- Taxi-way from fuel area to runway – 450' x 25' (11,250 square feet)
- Taxi-way to Pilot House Restaurant – only a 35' x 35' area (1,225 square feet)
- Runway – 2261' x 45' (101,745 square feet)

All work is to be coordinated through the County Administrator's Office so that notices of runway closure can be posted with the FAA.

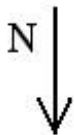
The County will use the bids submitted to apply for grant funds from the Virginia Department of Aviation. Bids must remain open for a period of at least 60 days. Award of bids will be contingent on availability of County funds and availability of reimbursement funding from the Department of Aviation.

Submitting bidders should return Pages 4 and 5 as specified in the Bid Form requirements..

**Crack Fill Project
May 2017**



**Middlesex County -
Hummel Field**



BID FORM

PROJECT: Crack Fill Runway

PLACE: Hummel Field - Middlesex County Airport
310 Plainview Road
Topping, Virginia 23169

TO: Matt Walker, County Administrator
P.O. Box 428
Saluda, VA 23149-0428

Bid Due Date: June 15, 2017 P.M.

Sealed bids will be received through the Bid Receipt time and date as stated above. Envelopes are to be marked “Airport – Crack Fill Project”. The bids so received will be opened and publicly read at the time and date stated above. The bids will be received in the office of the County Administrator. Bid opening will take place in the Conference Room. Both rooms are located on the second floor of the Woodward Building, 877 General Puller Highway, Saluda, Virginia.

In compliance and subject to your Specifications and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the sketches and request for bids titled “Specifications - Airport – Crack Fill Project” for the following amount:

BASE BID:

Lump sum price for cleaning and filling cracks on the runway and other areas in accordance with the Plans and Specifications:

_____ Dollars (\$_____)

Contract award will be based in large part on the responsiveness to the Invitation for Bid and TOTAL BASE BID AMOUNT along with time for completion.

Time for Completion:

The estimated time for Substantial Completion of the entire project shall be _____ consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed.

Contract Execution:

The Owner reserves the right to accept or reject any or all bids or parts of bids and to request re-bids.

The contractor certifies that he has understanding of the project work.

Acknowledgment of Addenda:

No. 1, Date _____ Signature _____

No. 2, Date _____ Signature _____

No. 3, Date _____ Signature _____

I certify that the firm name given below is the true and complete name of the Bidder and that the Bidder is legally qualified and licensed by the Commonwealth of Virginia Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No. _____ Bidder _____
(Name of Firm)

Contractor Class _____

Specialty _____ By _____
(Signature)

Valid Until _____
(Typed Name)

FEIN/SSN _____ Title _____

If Partnership (List Partners' Names) _____
_____ If Corporation, affix Corporate Seal and list
State of Incorporation

(Affix Seal)

Business Address:

Telephone # _____

Fax # _____

Instructions to Bidders

GENERAL BIDDER INFORMATION

1. Receipt of Bids:

To be considered, bids must be received within the time period specified in the Invitation to Bid. Bids received after the specified time will be returned unopened.

2. Bid Signature Required:

All bids must be signed with the firm name and by a representative with the authority to bind the company with his/her signature.

3. Specification Variation Must be Indicated:

The bidder must note any variation in specification. If no variations are listed, it will be assumed that the product or service complies 100% with our specifications.

4. Award/Rejection of Bids:

Middlesex County reserves the right to accept or reject any or all bids or parts of bids and to request re-bids. The County reserves the right to award a bid in a split order, lump sum or per item basis, any combination which will best serve the needs of Middlesex County.

5. Prices are Firm:

Bid prices will be assumed firm for 60 days after the opening of the bids unless otherwise stated by Middlesex County or the bidder.

6. Delivery:

Costs and other charges associated with the delivery of any product must be included in all bids. Middlesex County reserves the right to cancel all or any part of a bid without obligation if delivery is not made within the time specified on the bid.

7. Terms of Payment:

Usually, invoices received by the 25th of the month will be included in that month's warrants.

8. Change Orders:

Any changes to an existing purchase order or contract must be approved in advance through the Purchasing Department. Middlesex County will not assume any responsibility for the cost of changes without prior approval.

9. Taxes:

Middlesex County is exempt from any Federal or State taxes. Written exemptions will be completed for the bidder upon request.

10. Permits:

The Contractor is required to obtain all necessary approvals and permits from regulatory agencies, including, but not limited to the Middlesex County Building Official and Dominion Virginia Power.

11. Insurance

A. The Contractor shall maintain and provide evidence of having worker's compensation insurance at the time of signing the contract.

B. The Contractor acknowledges that he is an independent contractor, and not an agent or employee of the Owner. The Contractor further agrees to indemnify and hold harmless the Owner, its officers, agents, officials and employees free from any loss, claim, demand, liability, cost or suit of whatsoever nature arising out of or in any way related to the work to be performed by the Contractor herein. The Contractor shall procure, and shall maintain throughout the life of the Contract, Automobile, Workers Compensation and Commercial General Liability Insurance, with the County named as an additional insured on the Auto and Liability policies, and shall provide the County with proof of same. These insurances shall be in the following amounts:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

SAMPLE CONTRACT

MIDDLESEX COUNTY CRACK SEAL PROJECT

This Agreement, made this ____ day of _____, by and between the County of Middlesex, a political subdivision of the Commonwealth of Virginia, hereinafter Owner, and _____, hereinafter, Contractor.

WITNESSETH:

WHEREAS, the Owner is desirous of having cracks sealed at the County Airport; and,

WHEREAS, the Owner has solicited bids and complied with the terms and requirements of the Virginia Public Procurement Act; and

WHEREAS, a copy of the bid form signed by _____ is attached; and

WHEREAS, the Contractor has been selected by the Owner to perform the work for a total of \$_____.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, Owner and Contractor agree as follows:

A. Contractor will perform all work, provide all materials, labor and supplies for crack sealing in accordance with the requirements of the Owner, and specified in the specifications labeled “Airport – Crack Fill Project”, dated May, 2017, available as advertised in the “Request for Bids – Airport – Crack Fill Project.”

B. The Contractor shall maintain and provide evidence of having general liability insurance and worker's compensation insurance in the amounts that follow.

C. The Contractor acknowledges that he is an independent contractor, and not an agent or employee of the Owner. The Contractor further agrees to indemnify and hold harmless the Owner, its officers, agents, officials and employees free from any loss, claim, demand, liability, cost or suit of whatsoever nature arising out of or in any way related to the work to be performed by the Contractor herein.

D. The Contractor represents and warrants that neither he nor his sub-contractors do not discriminate against any persons on the basis of race, color, creed, sex or national origin.

E. The Contractor agrees that this Agreement may not be assigned without the prior written permission of the Owner.

F. The Owner may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

G. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. finish the work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.

H. If the unpaid balance of the Contract Sum exceeds costs of finishing the work, including compensation for expenses made necessary thereby and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

I. The Contractor agrees to abide by the following conditions:

1. INSURANCE

The Contractor shall procure, and shall maintain throughout the life of the Contract, Commercial General Liability Insurance, Automobile and Contractor's Property Damage Insurance in the following amounts:

General Aggregate	\$2,000,000.00
Products - Comp/Op Agg.	\$2,000,000.00
Automobile	\$2,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$ 50,000.00
Medical Expense (any one person)	\$ 5,000.00

Qualifications of Insurers - Insurance required shall not be carried with an insurer not authorized to do business in the state in which this Contract is performed.

The County shall be named as an additional insured on the above policies. The Contractor shall also maintain and provide evidence of having worker's compensation insurance.

2. APPLICATION FOR PAYMENTS

- A. The Contractor shall submit to the County Representative a comprehensive schedule of values for the various parts of his work, including units and quantities aggregating the total sum of the Contract. This schedule shall be divided so as to facilitate payments to the Subcontractor and shall be substantially in the sequence of performing the Contract work. This schedule shall be compiled on the form supplied by the County Representative and incorporated into and be a part of the contract documents. Applications for payments shall be based on the schedule of payments and supported by such other documentation as may be required.
- B. This schedule of values shall be used as the basis for the Contractors periodic payment requests. The Contractor shall submit the form complete and in the number of copies directed by the County Representative; the form and copies shall accompany each request for payment.
- C. If application for payment is made for materials not installed in the work, but suitably stored at the project site (as approved), such

applications shall be accompanied by legally acceptable paid invoices, bills of sale or copies of delivery tickets, signed by the project superintendent, indicating that he checked and verified that the materials shown on the delivery tickets are on the job site. Paid invoices or bills of sale will be required to be submitted the following month and shall make clear references to the respective delivery tickets, the paid invoices or bills of sale covered. Failure of the Contractor to furnish paid invoices or bills of material, covered the previous month by delivery tickets, will be cause for withholding such amounts from payment until such paid invoices or bills have been received by the County Representative.

- D. Five (5) percent of the value of each payment requested shall be retained by the County of Middlesex and shall be so accounted in the application. Retainage shall be due and payable to the Contractor at the final certificate of payment subject to conditions of Articles 3 and 4 below. Requisition for payments must be made in duplicate using the form as outlined below.
- E. The Contractor shall present a bill to the County of Middlesex, on or about the 25th of each month, a bill for work that has taken place or that will take place by the end of the month. The Contractor will be paid by the 8th of the following month.

3. PAYMENTS WITHHELD

- A. The County of Middlesex may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the County of Middlesex from loss on account of :
 - 1) Defective work not remedied.
 - 2) Claims filed or reasonable evidence indicating probable filing of claims.
 - 3) Failure of the Contractor to make payments properly to Subcontractors and for material and labor.
 - 4) Reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 5) Failure to prosecute the work in a proper manner, as approved by the County Representative.
 - 6) Failure to furnish proof of material stored (see Article 2-C).
 - 7) Failure to respond to change notice request as required by the Contract.

- B. When the aforementioned grounds are removed, payment shall be made for amounts withheld.

4. COMPLETION AND FINAL PAYMENT

- A. Upon completion and acceptance of all work and the release of all claims against the County of Middlesex, the Contractor shall file a request for final payment.
- B. The County of Middlesex shall pay to the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All previous estimates and payments including those relating to extra work shall be subject to correction by this payment, which is throughout the Contract called Final Payment.
- C. The acceptance by the Contractor of the Final Payment shall be and shall operate as a release to the County of Middlesex of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act of this work. No payments, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract.

5. REQUEST FOR PAYMENT FORM FOR CONTRACTOR OR SUBCONTRACTOR

(INSERT CONTRACTOR)

DATE _____

REQUISITION NO. _____

PROJECT Airport Crack Fill Project

ORIGINAL CONTRACT: \$ _____

Change orders - Add \$ _____

Change orders - Deduct \$ _____

ADJUSTED CONTRACT: \$ _____

Value of Completed Work \$ _____

Less Retention \$ _____

Net Value of Completed Work \$ _____

Less Previously Paid \$ _____

Amount of This Payment \$ _____

TOTAL PAYMENTS TO DATE: \$ _____

CONTRACT BALANCE \$ _____

Requisition for payment must be submitted to the General Contractor on or before the 1st day of each month for all work performed under the contract up to and including the 25th day of the preceding month.

WITNESS the following signatures:

APPROVED AS TO FORM

COUNTY OF MIDDLESEX (Owner)

Heather W. Lewis
County Attorney

Matt Walker
County Administrator

(Contractor)

