



AUBURN-LEWISTON AIRPORT AUBURN, MAINE

REQUEST FOR PROPOSALS RELOCATE FUEL TANK AND ADD SELF- SERVE CAPABILITIES

July 2023

Prepared by:



**Gale Associates, Inc.
6 Bedford Farms Road, Suite 101
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Job No. 777130

SPECIFICATIONS

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Invitation to Bid
Auburn-Lewiston Airport
Request for Proposals (RFP)
Relocate Fuel Tank and Add Self-Serve Capabilities

Dear Bidder,

The Auburn-Lewiston Airport is accepting written proposals for a project located at the Auburn-Lewiston Airport, 80 Airport Drive, Auburn, Maine. The Owner reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the Cities of Auburn and Lewiston may determine necessary. The Owner also reserves to itself the exclusive right to accept any proposals when it is deemed to be in the best interests of the Owner. In awarding any proposal, the Owner may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the Cities of Auburn and Lewiston, warranties, references, bonding, delivery date, and service of Bidder.

Sealed proposals for this project must be received at the Auburn-Lewiston Airport, 80 Airport Drive, Auburn, ME 04210 on or before August 24st, 2023 at 10:00 AM local time. Proposals received after this time will not be accepted. See "Information for Bidders" Section 1 for information on submissions of proposals.

A Pre-Bid conference will be held at the Airport on August 14, 2023 at 10:00 AM at which time prospective bidders will have the opportunity to view and inspect the project site.

This project includes all work necessary to relocate and reinstall an existing 20,000 gallon AvGas storage tank and dispensing system, installation of self-serve fueling and sales equipment (QTPOD M4000 and associated equipment), Installation of a new tank monitoring and gauging system, concrete foundation, site work, excavation, and other items as specified.

The Owner is seeking contracting firms to complete the proposed project no later than October 31st, 2023.

Plans and specifying documents for the project may be examined on or after July 31, 2023 at the office of the Airport Manager. Electronic (PDF) documents may be obtained from the Airport's Website (www.flytomaine.com/business-management/).

Please contact the Chairman of the Airport's Board of Directors, Mr. Jonathan LaBonte, to schedule any additional site visits. ((207) 786-0631 or via email at j.labonte@auburnmaine.gov).

Questions regarding this Request for Proposals should be directed to Mr. Nikolas A. Ippolito, P.E., Chief Aviation Engineer, Gale Associates, Inc. at (603) 471-1887 or via email at nai@gainc.com. Questions/Requests for information regarding the plans and specifications must be submitted to Gale Associates in writing no later than August 17, 2023.

Sincerely,

Jonathan LaBonte
Chairman – Board of Directors
Auburn-Lewiston Airport

Information for Bidders

Information for Bidders

1. Bid Items

This project is being solicited as a Base Bid proposal.

The work in the base bid includes:

- Relocation of the proposed fuel storage facility;
- Utility installation and relocation;
- Installation of self-serve fueling functionality using owner provided equipment;
- Installation of new digital tank monitoring and gauging equipment (Veeder Root or approved equal);
- Installation of a new concrete tank pad and grounding grid;
- Installation bollards
- All associated inspections, testing, and certifications necessary for a complete, functional system ready for use.

2. Submittal of Bid Documents

Proposals must be submitted on the prescribed forms as listed herein. All blank spaces must be filled in, either hand-written neatly in ink or type-written, both in words and numbers. The proposal forms which follow, consist of items of work for which prices are requested. Each proposal shall state a price for the applicable item. The sum of all proposal items will be used in the comparison of proposals received. The proposal forms must not be changed and must be submitted under the name of and with the correct business address of the bidder.

The following documents shall be included in each proposal:

- a. All applicable pages of the Proposal section pages P-1 through P-14;
- b. Bid Bond pages BB-1 through BB-5 along with all required certifications;
- c. Bidder's qualification documents;

Bidders must sign and notarize the applicable pages of the bid documents. Bids that are incomplete or have not been notarized will not be considered.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, their address, phone number, and the name of the project for which the bid is being submitted.

3. Bid Deposit

A bid deposit in the amount of at least five (5%) of the total bid amount must be submitted with the bid. The form of the deposit may be either a certified check or a Proposal Guarantee Bond (Bid Bond) executed by a Surety company listed on the current United States Department of Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the State of Maine.

Bid Deposits shall be made payable to the Auburn-Lewiston Airport.

Bids submitted without acceptable security will not be considered. The Bid Deposit will be retained from the three lowest qualified Bidders until a Contract is executed. In the event that a successful Bidder should fail or refuse to execute and deliver the Contract and Bonds required within a reasonable time, they shall forfeit to the Owner as liquidated damages their Bid Deposit.

4. Qualifications of Bidder

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work within the past five (5) years, including a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

A bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

5. Conditions of the Contract Area

Each Bidder must be informed of the conditions relating to the scope of work, project site conditions and employment of labor thereon. Failure to do so will not relieve the successful Bidder of their obligation to furnish all labor, materials, and equipment necessary to carry out the provisions of the Contract work scope.

6. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable Federal laws, State laws, municipal by-laws and ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in the Contract Documents in full.

At the time of the opening of Bids each Bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with all statutes, by-laws and regulations affecting their Bid. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to their Bid.

7. State Sales Tax

The Contractor will be provided the Owner's Tax-Exempt Certificate Number for the purchase of material and equipment to be utilized specifically on this Project.

8. Permits and Approvals

The successful bidder shall be responsible for preparation of all required permit applications that may be required for the project. This includes, but is not limited to:

- a. State Fire Marshal Approval
- b. Local Fire Department Approval
- c. Fuel Storage Permits
- d. Electrical Permits
- e. Building Permits
- f. Other permits required by the City of Auburn, ME.

9. Equal Employment Opportunity

The Auburn-Lewiston Airport is an equal opportunity employer and shall not discriminate against any bidder, employee, or citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry, or natural origin. Vendors and contractors or their agents doing business with the Auburn-Lewiston Airport shall act in a manner which complies with the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may result in a breach of contract or service to the Auburn-Lewiston Airport.

10. Save Harmless

The Bidder agrees to protect and save harmless the Owner from all costs, expenses or damages that may arise out of alleged infringements of patents for materials or methods used.

11. Subcontracting

The bidder shall not subcontract any part of the work or materials or assign any monies due without first obtaining the written consent of the Owner. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

12. Warranty

The bidder warrants that all work will be of good quality and free from faults and defects. All work not so conforming to the applicable codes and standards shall be considered defective. The bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the bidder.

End of Information for Bidders

Proposal Documents

- (1) Proposal Forms
- (2) Bid Bond Forms

**Proposal Forms
Relocate Existing Fuel Tank and Add Self-Serve Capabilities**

**To: Auburn-Lewiston Airport
Jonathan LaBonte
Chairman – Board of Directors
80 Airport Drive
Auburn, ME 04210**

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, firm, or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership, or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the Auburn-Lewiston Airport. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above and as amended.

Acknowledgement of Addendum(s) # _____

Signature: _____ Date: _____

Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

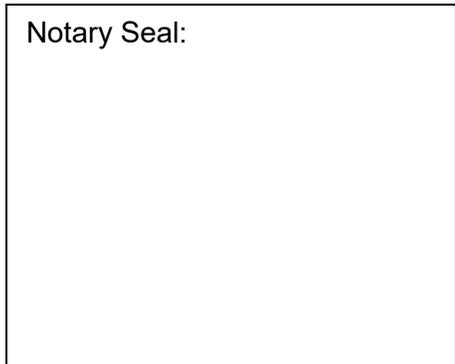
On this _____ day of _____, 20__ personally appeared

_____ And acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public: _____

Name (Print): _____

Commission Expires: _____



Schedule of Values (Base Bid)

ITEM NO.	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	LUMP SUM PRICE	
		Dollars	Cents
1	<u>Permitting & Compliance</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
2	<u>Mobilization</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
3	<u>Demolition and Disposal</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
4	<u>Utility Installation/Relocation</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
5	<u>Relocate Existing, 20,000 Gallon Tank and Dispensing System (AvGas)</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
6	<u>Install Owner Supplied Self-Serve Equipment,</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		

ITEM NO.	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	LUMP SUM PRICE	
		Dollars	Cents
7	<u>Electrical</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
8	<u>Site Work</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
9	<u>Concrete Work</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		

Company Name: _____

Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Bidder's Certification Requirement

The following certification statement is to be signed by the Bidder.

I hereby certify that I am a _____
(Title of Officer)

Of the company and duly authorized representative of

(Company Name)

Whose Address is _____

And that neither I nor the above company I here represent has:

- A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any company or person (other than bona fide employee working solely for me or the above company) to solicit or secure this Contract,
- B. Agreed, as an express or implied condition for obtaining this contract to employ or retain the services of any company or person in connection with carrying out the Contract, or
- C. Paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the above company) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract;

I acknowledge that this certification is to be furnished to the Auburn-Lewiston Airport in connection with this Contract involving participation of state and federal funds, and subject to applicable state and federal laws, both criminal and civil.

I certify under the penalty of perjury that the following firm or corporation, to the best of my knowledge and belief, has filed all Maine Tax Returns and paid all Maine taxes required under law.

Federal I.D. No. _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Signature of Bidder: _____

Printed Name: _____

Title: _____

Notarization

State of: _____

County of: _____

Being duly sworn, deposes and says that they are _____
(Title)

of _____
(Name of Organization)

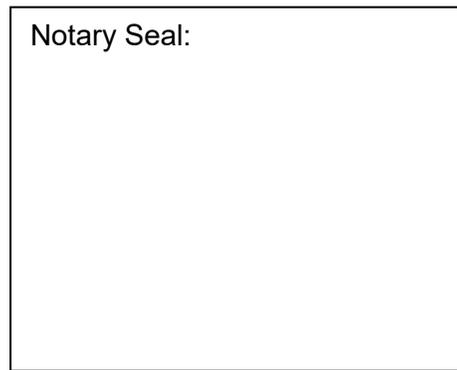
And that the answers to the foregoing questions and statements contained therein are true and correct.

Sworn to before me this _____ Day of _____, 20____

Notary Public: _____

Name (Print): _____

Commission Expires: _____



Certificate as to Corporate Principal
(if a Corporation)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

to me known, who being by me duly sworn, did depose and says as follows:

The he/she resides at _____

And is the _____

of _____

the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____



Partnership Certificate for Proposal
(if a Partnership)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

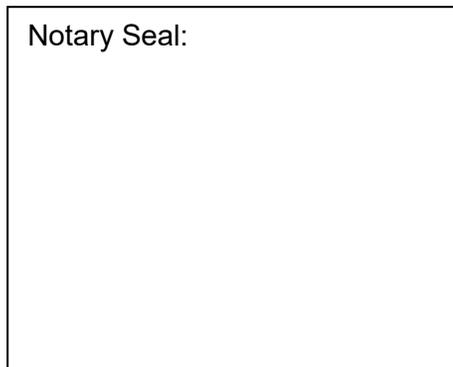
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Individual Certificate for Proposal
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he/she is the owner of the firm:

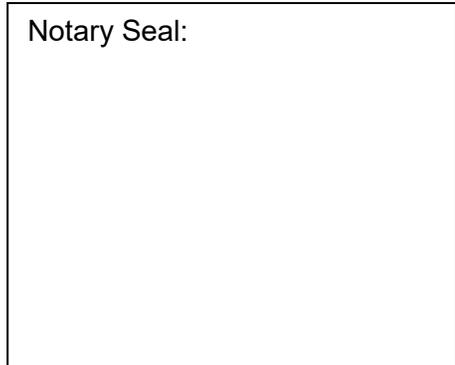
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Bid Bond Forms

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____
(Name of Bidder)

and _____
(Name of Surety)

as surety, are hereby held and firmly bound unto the Owner, as Owner in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing.

NOW THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for this faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

_____ (Surety)

By _____ (Signature)

Surety companies must be authorized to transact business in the state of Maine

Bid Bond
Certificate as to Corporate Principal
(if a Corporation)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

to me known, who being by me duly sworn, did depose and says as follows:

The he/she resides at _____

And is the _____

of _____

the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:

**Bid Bond
Partnership Certificate for Proposal
(if a Partnership)**

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:

Bid Bond
Individual Certificate for Proposal
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he/she is the owner of the firm:

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:

Contract Documents

- (1) Contract Forms
- (2) Contractor's Guarantee Forms
- (3) Performance Bond Forms
- (4) Notice of Award
- (5) Notice to Proceed

Contract

THIS CONTRACT, made this _____ day of _____, 20__

By and between the Auburn-Lewiston Airport, hereinafter called "Owner", and

(Contractor's Name)

Doing business as a corporation located in:

City: _____

County: _____

State: _____

Hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the Project entitled:

Relocate Existing Fuel Tank and Add Self-Serve Capabilities

Hereinafter called the "Project"

It is agreed that the values given in the "Schedule of Values" in the Contractor's Proposal section of the Contract Documents will be used for the basis of determining the amount due under this Contract Agreement and for establishing the amount of the required Contract Performance Surety Bond, and Contract Payment Bond, and that the amount due under this Contract so determined is \$ _____ for award of the Project.

The Owner shall have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the Contractor. The Owner will pay for the work performed and materials furnished for any such increase and will calculate a proper reduction for any decrease in accordance with the "Schedule of Values" section of the Contractor's Bid.

The Contract amount includes all work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his/her (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid, the General Conditions of the Contract, the plans which include all maps, plans, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and Contract Documents therefore all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract within five (5) calendar days of the date of the written "Notice to Proceed" and to fully complete the project by October 1st 2023.

Notwithstanding any other provision contained in this agreement, the Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this

Contract occasioned by any act or omission to act of the Owner or any of its Representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.

The Owner may terminate this Contract for cause by Written Notice to the Contractor. In the event of such termination, Contractor shall not be entitled to any further payment under this Contract from the date of receipt of said Notice.

The Owner shall have the right to terminate this Contract at any time for its convenience on ten (10) days' prior Written Notice to Contractor. If Contract is terminated by the Owner for convenience, the Owner shall pay Contractor for all work performed and all materials purchased prior to the receipt of such Notice.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided in the General Provisions and Supplemental General Provisions and to make payments on account thereof as provided in the General Provisions.

The parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Auburn-Lewiston Airport have caused this Contract to be signed and sealed in their corporate name by its Board Chairman, respectively, being duly authorized, and

Contractor's Name: _____

has caused this Contract to be signed and sealed in its corporate name by

Printed Name: _____

Title: _____

being duly authorized, the day and year first written above at the Auburn-Lewiston Airport.

Owner: _____

Attest: _____

By: _____

By: _____

Name: Jonathan LaBonte

Name: _____

Title: Chairman – Board of Directors

Title: _____

Contractor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Contract
Certificate as to Corporate Principal
(if a Corporation)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

to me known, who being by me duly sworn, did depose and says as follows:

The he/she resides at _____

And is the _____

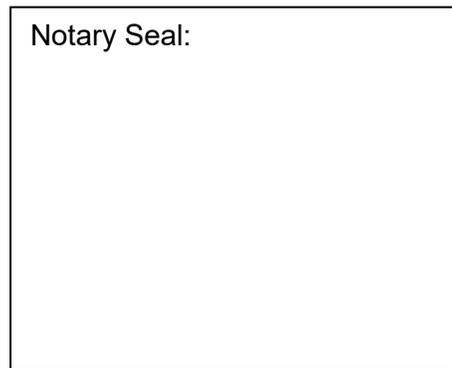
of _____

the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____



**Contract
Partnership Certificate for Proposal
(if a Partnership)**

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:

Contract
Individual Certificate for Proposal
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he/she is the owner of the firm:

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,

organized under the Laws of the State of _____,

and having a usual place of business in _____,

as Principal and _____,

organized under the Laws of the State of _____,

and having a usual place of business at _____,

as surety, are holden and stand firmly bound and obligated unto the Owner, as obligee, in the sum

of _____

(\$ _____) Dollars, lawful money of the United States of America, to and for the true payment, whereof, we hereby bind ourselves, and each of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has, by means of a written Agreement dated _____ entered into a Contract with the same obligee, a copy of which Agreement is attached hereto and by reference made a part hereof.

NOW, the condition of this obligation is such

THAT, if the said principal, their heirs, administrators, successors, or assigns, shall well and truly keep and perform all the agreements, terms and conditions of said agreement on their part to be kept and performed, including the guarantee in the General Conditions, then this obligation shall be void - otherwise, it shall remain in full force and virtue.

AND, the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or to the specifications accompanying the same shall in any way affect their obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF,

we have hereunto set our hands and seals this _____ day of _____, 20_____

Seal:

By _____
PRINCIPAL

Seal:

By _____
SURETY

IMPORTANT - Attach herewith proof of Authority of Officers or agents to sign bonds.

**Performance Bond
Certificate as to Corporate Principal
(if a Corporation)**

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

to me known, who being by me duly sworn, did depose and says as follows:

The he/she resides at _____

And is the _____

of _____

the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:

**Performance Bond
Partnership Certificate for Proposal
(if a Partnership)**

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:

**Performance Bond
Individual Certificate for Proposal**
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he/she is the owner of the firm:

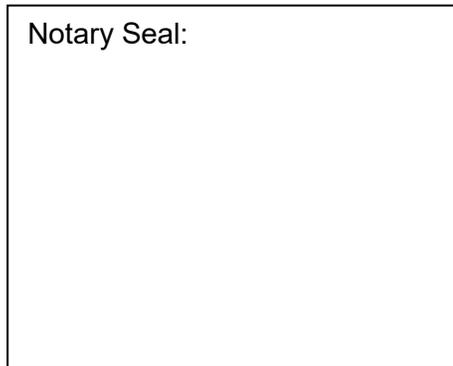
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Notice of Award

To: _____

Project: **Relocate Existing Fuel Tank and Add Self-Serve Capabilities**

The Owner has considered the Proposal submitted by you for the above described project in response to it's RFP dated _____, 20____ and Information for Bidders.

You are hereby notified that your Proposal has been accepted in the amount of:

\$ _____ for award of the Project.

You are required by the Information for Bidders to execute the Agreement and furnish the required Performance Bond and Certificates of Insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Signed: _____ Date: _____

By: Jonathan LaBonte _____

Title: Chairman – Board of Directors _____

Acceptance of Notice

Signed _____ Date: _____

By: _____

Title _____

Notice to Proceed

To: _____

Project: **Relocate Existing Fuel Tank and Add Self-Serve Capabilities**

You are hereby notified to commence work in accordance with the agreement dated:
_____, 20__

and you are to complete all design and construction by June 30th, 2020.

Signed: _____ Date: _____

By: Jonathan LaBonte

Title: Chairman – Board of Directors

Acceptance of Notice

Signed _____ Date: _____

By: _____

Title _____

Specifications

(1) General Provisions

General Provisions

For the purposes of this Contract, it shall be understood that the term "Contractor" is used to describe the firm to which this contract is awarded, all consultants, subconsultants, subcontractors, designers, and other parties subject to, and performing work on this Project.

1. Irregular Proposals

Proposals shall be considered irregular for the following reasons:

- a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d) If the proposal contains unit prices that are obviously unbalanced.
- e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f) If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

2. Disqualifications of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

3. Discrepancies and Omissions

A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

4. Consideration of proposals

After the proposals are received, they will be compared on the basis of the summation of the products obtained by evaluating bid prices. If a bidder's proposal contains a discrepancy between written bid prices and bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a) If the proposal is irregular; proposals shall be considered irregular for the following reasons:
 - 1. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
 - 2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
 - 3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
 - 4. If the proposal contains unit prices that are obviously unbalanced.
 - 5. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
 - 6. If the applicable Disadvantaged Business Enterprise information is incomplete.
- b) If the bidder is disqualified for any of the following reasons:
 - 1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
 - 2. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
 - 3. If the bidder is considered to be "unresponsive" for any reason.

The Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

5. Award of contract

The award of a contract, if it is to be awarded, shall be made within **30** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

6. Cancellation of award

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner

7. Return of proposal guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned immediately after the Owner has made a comparison of bids. Proposal guaranties of the three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds.

8. Requirements of contract bonds

At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

9. Approval of contract

Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

10. Failure to execute contract

Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified herein shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

11. Intent of contract

The intent of the contract is to provide for design, construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

12. Contractor Considerations

The Contractor shall give due consideration to all aspects of the work prior to beginning any phase of construction. Refer to the technical specifications for performance requirements of the fuel storage and distribution system. The Contractor shall consider the following during the design of the project:

1. Accessibility of the fuel system for delivery vehicles.
2. Accessibility of the fuel system for Pilots and Airport Users.
3. Airport Security considerations
4. Traffic patterns for ground support vehicles and refuelers.
5. Existing utilities and infrastructure to be removed/relocated.
6. Containment or confinement of spills
7. Emergency shutoff systems
8. Piping size and layout
9. Electronic and Point of Sales equipment location and accessibility
10. Pumps and suction piping locations
11. Signage and posted signs

The Contractor and Owner shall conduct review meetings as prior to construction of the Project to obtain feedback from the Owner and Airport Staff on the proposed system location and orientation. The Contractor shall perform due diligence in addressing the owner's comments and, to the extent practical, comply with requests that do not significantly change the nature or intent of the project.

13. Alteration of work

The Owner reserves the right to make such changes in work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

Should the value of altered work meet the criteria for significant change in character of work, such altered work shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

14. Omitted items

The Owner may provide written notice to the Contractor to omit from the work any contract item that does not substantially alter the contract scope. Substantial contract items may be

omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item.

15. Extra work

Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of the extra work.

When determined to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement.

If extra work is essential to maintaining the project critical path, the Owner may order the contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

16. Construction Safety Requirements

This section is intended to emphasize some of the necessary safety measures that shall be implemented by the contractor during execution of this project. Construction Safety shall be considered a priority for the duration of construction activities. The contractor shall be familiar with vehicle operation requirements at the Airport and shall confine their movements to the designated areas shown on the plans.

No contractor vehicles, equipment, materials, or personnel shall enter an active aircraft operation area without the permission of the Owner.

Before beginning any site work on the project, the contractor shall install positive controls (barricades, construction fence or other approved materials) to prevent contractor vehicles from entering active areas.

Contractor vehicles and equipment which are expected to work within the airport property shall be fitted with roof mounted flashing strobes which are flashing whenever on-site. Contractor vehicles must be clearly marked on both sides with the company name.

17. Maintenance of traffic

It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Safety and Phasing Plan.

- a) It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified herein. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified herein.
- b) With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the Safety and Phasing Plan.
- c) When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

18. Removal of existing structures

All existing structures encountered within the site shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be incidental to the Contract.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition was not known during the design, the Owner shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be determined by the Owner in accordance with the provisions of the contract.

During the construction of this Project, it is intended that all existing materials or structures that may be encountered shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

The removal of large or complicated existing structures such as box-culverts, underground storage tanks, large underground electrical vaults, large reinforced concrete structures or foundations, or similar existing airport facilities shall not qualify for additional payment.

19. Rights in and use of materials found in the work

Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a) Use such material on site, providing such use is approved by the Owner; or,
- b) Remove such material from the site, upon written approval of the Owner; or
- c) Use such material for the Contractor's own temporary construction on site; or,
- d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Owner's approval in advance of such use.

Should the Owner the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

20. Final cleanup

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition.

21. Source of supply and quality requirements

The materials used in the work shall meet industry standards for the type of fuel being stored in each tank. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

the Contractor shall furnish documentation to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

22. Material Storage

Materials shall be stored to assure the preservation of their quality and fitness for the work. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans,, the storage of materials and the location of the Contractor's parked equipment or vehicles shall be subject to the approval of the Owner.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

23. Laws to be observed

The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

24. Permits, licenses, and taxes

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

25. Patented devices, materials, and processes

If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

26. Responsibility for Damage Claims

The Contractor shall indemnify and hold harmless the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of

any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

27. Contractor's responsibility for work

Until the Owner's final written acceptance of the entire completed work, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

28. Contractor's responsibility for utility service and facilities of others

The Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. The Contractor shall be responsible for coordinating and obtaining approval for all affected or relocated utilities.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

29. Environmental protection

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall apply for and obtain approvals for all aspects of the work falling under the jurisdiction of any federal, state, or local permitting agency.

30. Insurance Requirements

The Contractor shall not commence work under this Contract until they have obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on their Subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. All required insurance shall be maintained at or above the required limits for the duration of this Contract. All policies shall be issued by companies authorized to write that type of insurance under the laws and statutes of the State of Maine.

1. Worker's Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract, the statutory Workmen's Compensation and Employer's Liability Insurance in accordance with current Maine law, for all of his/her employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. The minimum coverage shall be as required by statute.
2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance in the amounts herein specified. The minimum coverage shall be as required by statute.
3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of their Subcontractors to procure and to maintain during the life of their Subcontract, Subcontractor's Public

Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified above, or (2) insure the activities of their Subcontractors in their policy.

4. Owner's Protective Liability Insurance: The Contractor shall take out and furnish to the Owner and maintain during the life of this Contract a separate complete Owner's Protective Liability Insurance in the amounts required by statute.
5. Fire and Extended Coverage Insurance: The Contractor shall procure and maintain during the life of this Contract fire and extended coverage insurance on all work in place and/or materials stored at the site in the amounts specified herein. The minimum coverage shall be as required by statute.
6. Insurance Certificates: The Contractor shall furnish the Owner at the time of executing the Contract, Certificates of Insurance showing clearly the types and amounts of insurance coverage, the operations covered, effective dates, and expiration dates for all of the required insurance coverage. Certificates of Insurance shall be endorsed essentially as follows: "None of the coverage indicated on the Certificate will be modified or canceled without ten days prior written notice to the Owner". The Certificates of Insurance shall clearly state all of the requirements specified in all these subparagraphs and shall state the month and year of the Contract. All insurance policies and certificates shall list the Auburn-Lewiston Airport Board of Directors, and the City of Auburn as the additionally insured and acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor under the Contract.

The Contractor's and Subcontractor's Public Liability, Property Damage, Vehicle Liability, and Vehicle Property Damage insurance coverage shall provide adequate protection against the following special hazards:

1. Damage or injury to aircraft or persons in aircraft operating on or near the project site, resulting from any operations under this Contract.
2. Damage or injury resulting from the use, storage, handling or transportation of explosives in connection with the Contract work.

31. Default and termination of contract

The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a) Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b) Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

- c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d) Discontinues the execution of the work, or
- e) Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g) Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h) Makes an assignment for the benefit of creditors, or
- i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

32. Payments

Partial payments will be made to the Contractor at each month as the work progresses. Said payments will be based upon estimates, of the value of the work performed in accordance with the contract. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored.

From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests.

33. Construction warranty

In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

- a) This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.
- b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- d) The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- e) If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

34. Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Owner approves the Contractor's final submittal. The Contractor shall provide:

- a) Two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
- b) Complete final cleanup.
- c) Complete all punch list items identified during the Final Inspection.
- d) Provide complete release of all claims for labor and material arising out of the Contract.
- e) Manufacturer's certifications for all items incorporated in the work.

- f) Record drawings, as-built drawings or as-constructed drawings.
- g) Project Operation and Maintenance (O&M) Manual(s).
- h) Equipment commissioning documentation submitted, if required.

Technical Specifications

- (1) Item M-001 Summary of Work and General requirements
- (2) Item M-002 General Contract Items
- (3) Item M-003 Fuel Storage and Dispensing System
- (4) Item M-004 Installation of Airport Electrical Equipment for Fuel System

Summary of Work and General Requirements

001-1.1 This section of these specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally binding for this section as for all others. The costs associated with implementing the requirements set forth herein shall be considered incidental to the Contract and shall be accounted for in the price of the Contractor's Proposal.

001-1.2 General. The special requirements set forth in this section of these specifications shall govern any aspect of the Contract work where such requirements are deemed applicable by the Owner. The purpose of these requirements is to ensure that the Contract work does not damage private property or create any hazard to aircraft operations and to identify special coordination of schedule conditions of which the Contractor should be aware. It shall be the Contractor's responsibility to conduct all work in strict conformance with the special requirements set forth herein and to fully cooperate with the Owner in any way necessary to execute the Project.

The Contractor shall comply with all requirements of the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2F "*Operational Safety on Airports During Construction*" (A copy is attached to this specification section) and the requirements specified herein. In areas of conflict, the more conservative safety requirement shall govern.

The work to be accomplished under these specifications include providing all labor, materials, equipment, consumable items, supervision, administrative tasks, tests and documentation required to design and construct a fully operational fuel storage and distribution system as described herein and shown on the plans.

The Contractor shall file plans, obtain permits and licenses, pay fees and obtain necessary inspections and approvals from authorities having jurisdiction, as required to perform the work in accordance with all legal requirements.

001-1.3 Project Description. This project is for the relocation of an existing fuel storage and distribution system for handling Aviation Fuel (100LL) and the associated system modifications needed to add self-serve capabilities allowing pilots to purchase and dispense fuel. The project also includes, but is not limited to the following:

- Permitting and permit compliance
- Mobilization and demobilization
- Providing temporary storage for fuel remaining in the tank at the time of construction
- Dismantling and relocating the existing 20,000 gallon tank and equipment
- Construction of a new concrete tank pad and grounding grid
- Installation of an owner-supplied point of sales system (QTPOD M4000)
- Installation of self-serve fueling equipment as required
- Installation of a new tank monitoring and gauging system (Veeder Root or approved equal)
- Installation of electrical service tapped from existing buildings nearby
- Site work and restoration
- Other work as defined in the plans, specifications, and as directed by the Owner.

The Project must be complete and operational by **October 31st, 2023.**

001-1.4 Work Areas. To minimize disturbance to Airport operations this project shall be confined to the work areas and staging areas shown in the plans. Any changes to the work areas shall be subject to the approval of the Owner.

001-1.5 Work Area Requirements. The following is a general outline of the work area requirements:

- a. The Contractor shall coordinate their construction activities on a daily basis with the Owner. If requested, the Contractor shall make any reasonably requested adjustment to their construction schedule and/or sequence of construction to avoid interference with Airport operations and other safety concerns.
- b. Any unauthorized shutdowns or disturbances to Airport facilities caused by the actions or inactions of the Contractor, their subcontractors or suppliers shall be the sole responsibility of the Contractor, including any fines, damages, lawsuits, or other effects.
- c. The Contractor shall note the location of staging areas and haul routes as indicated on the plans. The Contractor access shall be limited to the work areas, staging areas, and haul routes. The Contractor shall mark the boundaries of these areas so they are easily identified by all employees, subcontractors, vendors, and suppliers.
- d. The Project will require Notices to Airmen (NOTAMS) whenever construction activities are ongoing. The Contractor shall coordinate with the Owner and confirm that proper NOTAMS have been issued. To verify NOTAMS are in place go to <https://pilotweb.nas.faa.gov/PilotWeb/> and enter LEW in the "Locations" box.

001-1.6 Existing Conditions and Soils. It shall be the responsibility of the Contractor to fully evaluate the project site for space requirements, soil properties, utility locations, and all other aspects of the work within the Contractor's responsibilities. Access to the site will be provided to prospective bidders with prior coordination. If the site selected for the construction of the facility is found to be inadequate; the Contractor shall notify the Owner and an alternate site shall be determined.

001-1.7 Owner's Review. Prior to the commencement of work on the Project the Contractor shall conduct a review meeting with the Owner. The purpose of this meetings is to facilitate collaboration between the Owner, and the Contractor, and clarify the Owner's project goals, the final site of the relocated tank, tank orientation, equipment locations, and to confirm that the final deliverable meets the Owner's needs.

001-1.8 Construction Oversight. The Contractor shall always have a competent superintendent on the work site when any workers of the Contractor, or subcontractors are on site. The superintendent shall be fully authorized to act as the Contractor's agent on the Project and shall be capable of reading and thoroughly understanding the plans and specifications.

001-1.9 Staging Areas. The areas for the location of the Contractor's staging area are as shown on the plans. Equipment fueling and maintenance shall be confined to the staging area. The Contractor shall adhere to all local, state, and federal permit requirements for stormwater pollution prevention. The Contractor shall store all equipment and materials in the staging area when not in use. All equipment booms shall be lowered at the close of each day's

work or when stored and no equipment or materials shall be located closer than ten (10) feet from the perimeter fence.

The Contractor shall provide all necessary temporary fencing and gates to protect equipment and materials from pilferage or vandalism. The Owner shall not be responsible for any theft, vandalization, of damage to equipment or materials stored on the site.

At the completion of the Contract, the staging area shall be promptly removed and restored to the original condition or better and left clean and free of all debris or surplus materials.

001-1.10 Haul Routes. The Contractor shall confine their activities to the designated haul routes, staging areas, and work areas shown on the plans. the maximum speed limit on any haul within the Airport's perimeter fence is 15 mph. When public roads are used as haul routes, it shall be the contractor's responsibility to obtain proper permits, and obey all rules and regulations pertinent to the public road or highway.

Upon completion of the Project, the Contractor shall restore all haul routes to their original condition or better and be left clean and free of debris or surplus materials.

001-1.11 Airport Operation and Safety Requirements. Normal Airport operations will be conducted on the premises outside of the Contractor's work area. Construction shall be carried on in such a manner as to not interfere with the necessary operation of the Airport. The Contractor shall obey all instructions from the Owner regarding movement within the Airport property.

The Contractor shall be responsible for meeting all FAA, DOT, and Airport requirements concerning the maintenance of Airport security. This includes, but is not limited to, control of access to the premises, temporary security fencing and gates, gate guards, and police details, if necessary.

All Contractor vehicles shall have the company identification plainly visible on both sides of the vehicle, and an amber strobe mounted on the top of the vehicle. Construction equipment shall have an amber strobe and 3' x 3' square flag consisting of alternating international orange and white squares not less than 1' each, displayed in full view above the vehicle.

001-1.12 Foreign Object Debris (FOD) Control. Waste and loose materials, commonly referred to as Foreign Object Debris (FOD), are capable of damaging aircraft and are a safety concern. Contractors and their employees shall not leave or place any FOD on or near active aircraft movement areas. the Contractor shall take all necessary precautions to prevent FOD, including, but not limited to covering dumpsters, securing stored materials, cleaning tires prior to traveling on pavements, and other measures as required by the Owner.

Prior to leaving the work site each night, the Contractor shall perform an inspection of the entire work site and remove any FOD encountered.

001-1.13 Wildlife Management. No wildlife attractants, such as food scraps, grass seeds, or ponded water shall remain on or near the Airport property. the Contractor shall be responsible for maintaining the construction site in the designated work areas to the satisfaction of the Owner.

001-1.14 Radio Control. The Contractor shall have two-way radios or cell phone communication between the construction vehicles. No FAA or other Airport radio frequency may be used for this purpose.

The Contractor shall have on-site at all times at least one (1) two-way aviation handheld radio which shall be monitored by a competent individual at all times. The Aviation handheld radio shall be capable of monitoring and communicating with the Airport's Unicom Frequency of 122.80 Hz.

001-1.15 Record Drawings. The Contractor shall maintain a set of drawings on which all the final "As-Built" conditions are documented. These drawings shall indicate any variations from the design plans. Notations on mechanical and electrical drawings shall include nameplate date for all equipment installed.

The Contractor shall record any unknown active or abandoned underground cables, pipes, or utilities encountered during construction. If active cables are damaged, the as-built must show the location of the repair.

The final "As-Built" Drawings shall be provided to the Owner in both PDF and AutoCAD 2016, or newer, format at the end of the Project.

001-1.16 Overhead and Underground Utilities and Cables. Prior to the commencement of any excavation, the Contractor shall coordinate all work with the following agencies as appropriate:

- a. Dig Safe
- b. City of Auburn, ME
- c. Local Gas Provider
- d. Local Electric Company
- e. Local Cable Company
- f. Local Telephone Company
- g. Auburn Fire Department
- h. Auburn Department of Public Works

The Contractor shall furnish and install all materials necessary to protect existing overhead and underground utilities that are to remain in place and to make any temporary connections necessary to maintain operation of any overhead and underground utilities that are to be relocated until the permanent relocation can be made.

The Contractor shall comply with the current version of Dig Safe Law, Effective date Dec. 17, 1988 or as revised. The Contractor is required to pre-mark the construction site and give notice of planned digging near utility, cable, or gas lines.

The Contractor shall repair, at their own expense, any overhead or underground utilities damaged by their operations.

001-1.17 Notice of Proposed Construction or Alteration – FAA Form 7460-1. Prior to construction, the Contractor shall file FAA Form 7460-1 "Notice of Proposed Construction or Alteration". This form can be filed online at:

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

No work may commence until authorization is given from the FAA through the 7460 process, unless such work is authorized by the Owner.

001-1.18 Governing Standards. All work shall be done in accordance with the laws, rules, codes, and regulations set forth by local, state, and federal authorities having jurisdiction. All products and materials shall be manufactured, installed, and tested as specified, including, but not limited to the latest accepted edition of the following:

- i. 40 CFR Part 112 Oil Pollution Prevention (SPCC Rule)
- j. National Fire Protection Act (NFPA)
 - i. NFPA 1, Fire Code
 - ii. NFPA 30, Flammable and Combustible Liquids Code
 - iii. NFPA 70, National Electric Code
 - iv. NFPA 407, Standard for Aircraft Fuel Servicing
- k. All work herein shall conform to or exceed the requirements of above referenced codes, rules, and regulations. In the case of a discrepancy between applicable codes, the more conservative shall apply.

Where governing standards listed above reference industry standards, the following standards shall be followed as applicable:

- a. Petroleum Equipment Institute (PEI)
 - i. RP 200, Recommended Practices for Installation of Above Ground Storage Systems
 - ii. RP300, Installation and Testing of Vapor Recovery Systems
 - iii. RP600, Overfill Prevention for ASTs
 - iv. RP1300, Aviation Fueling Systems
- b. American Petroleum Institute (API)
 - i. API Publication 1500, Storage and Handling of Aviation Fuels at Airports
 - ii. API Bulletin 1529, Aviation Fuel Hose
 - iii. API Bulletin 1542, Airport Equipment Marking for Fuel Identification
 - iv. API Standard No. 2000, Venting Atmospheric and Low Pressure Storage Tanks
 - v. Manual of Petroleum Measurement Standards, Chapter 6 – Metering, Section 4.
- c. Underwriters Laboratories, Inc.
 - i. UL 142 Standard for Steel Above Ground Tanks for Flammable and Combustible Liquids

End of Section M-001

Item M-002 General Contract Items

Description

002-1.1 This section of these Specifications is intended to provide adequate information to the Contractor when preparing their proposal. The Contractor shall familiarize themselves with these requirements prior to preparing any cost information for the items listed in the Schedule of Values for the Proposal. These Items are as follows:

1. Permitting and Compliance
2. Mobilization
3. Demolition and Disposal
4. Utility Installation/Relocation
5. Relocate existing 20,000 gallon Tank and Dispensing System (AvGas)
6. Install Self-Serve and Monitoring/Gauging Equipment
7. Electrical
8. Site Work
9. Concrete Work

The work to be accomplished under these specifications includes providing all labor, materials, equipment, consumable items, supervision, administrative tasks, tests, and documentation required to install a complete and fully operational fuel storage and dispensing system as described in these Contract Documents and as shown on the Drawings.

The Contractor shall file plans, obtain permits and licenses, pay fees, and obtain necessary inspections and approvals from authorities having jurisdiction, as required to perform work in accordance with all legal requirements.

All work shall be in accordance with local rules, codes, and regulations set forth by the local, state, and federal authorities having jurisdiction. All products and materials shall be manufactured, installed, and tested as specified, but not limited to the latest edition of the governing standards referenced within the bid documents.

in the case of a discrepancy between any governing documents, the most stringent shall govern.

002-1.2 Permitting & Compliance. The Contractor shall apply for and obtain all permits necessary for the Project or subcontract these services if needed. The Contractor shall attend all public hearings and represent the Airport in the permitting process for each permit required.

The permits necessary for this project may include, but are not limited to:

- Local Fire Department Permit
- State Fire Marshal Permit
- Local Building Inspector Permit
- Electrical Permit

- Fuel Storage Permits
- Other permits as deemed necessary by authorities having jurisdiction.

The Fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, fees, attendance at meetings, and incidental expenses necessary to apply for all permits necessary to complete the Project. Requests for payment may be submitted to cover costs accrued during each thirty-day period.

002-1.3 Mobilization. The Contractor shall perform all work necessary for the movement of personnel, equipment, materials, and supplies to and from the project site as required by the Contract.

Mobilization shall be considered a lump sum fee and shall not exceed ten (10) percent of the overall contract amount.

002-1.4 Demolition and Disposal. The Contractor shall be responsible for the removal and disposal of any existing infrastructure necessary to complete the work. This work shall include the removal of any existing utilities, pavements, and all other work necessary to prepare the site for the construction of the new facility. The existing concrete foundation will remain in place as a second tank will remain in the original location. All waste material shall be removed from the site and the area left in a clean condition equal to, or better than the pre-construction condition. Any equipment or structures not scheduled for demolition that are damaged by the Contractor's operations, shall be repaired or replaced at no additional cost to the Owner.

This item shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, fees, coordination, and incidental expenses necessary to prepare the site for construction. Requests for payment may be submitted to cover costs accrued during each thirty-day period.

002-1.5 Utility Installation/Relocation. The Contractor shall coordinate the work with all utility companies having infrastructure within the site. the Contractor's work to install or relocate any utility shall begin where the utility company's work ends. The Contractor shall schedule and coordinate the work by the utility company and shall be responsible for filing all work requests, making deposits, and other procedural filings throughout the course of the project.

The utility service for the relocated facility shall be tapped from the location shown on the plans. There may be existing underground utilities (Gas, Electrical, Stormwater) in the vicinity of the tank site. The Contractor shall locate the tank pad to avoid these utilities if possible. If an impact to an existing facility is unavoidable, the Contractor shall provide temporary connections while working to relocate the impacted utility.

The Contractor shall furnish all labor, materials, etc. necessary for a complete, approved utility service, installed in accordance with each utility provider's standards.

This item shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, fees, coordination, and incidental expenses necessary to provide new or relocated utilities, meeting the utility provider's standard, installed, inspected, fully functional and ready for operation. Requests for payment may be submitted to cover costs accrued during each thirty-day period.

002-1.6 Relocate Existing, 20,000-gallon Tank and Dispensing System (AvGas). The Contractor shall be responsible for the disassembly, relocation, and installation of the existing tank and dispensing system. See Specification Section M-002 and M-003 for additional information.

Prior to relocating the tank, the Contractor shall provide temporary storage for any fuel remaining in the tank at the time work commences. This temporary storage shall be considered incidental to the tank relocation.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, manufacturing, shipping, delivery, placement and other incidental expenses necessary to complete the relocation of the tank system, system testing, acceptance, and any other work necessary to provide a fully functioning system, ready for operation.

002-1.7 Install Owner Self-Serve and Monitoring/Gauging Equipment The Contractor shall be responsible for the installation of self-serve equipment provided by the Owner. The equipment to be installed is a QT POD M4000 Credit Card Terminal.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, manufacturing, shipping, delivery, placement and other incidental expenses necessary to complete the installation of the tank system, system testing, acceptance, and any other work necessary to provide a fully functioning system, ready for operation.

The Contractor will NOT be responsible for demolition of the existing slab supporting the tank; rather it shall be abandoned in place.

002-1.8 Electrical. The Contractor shall be responsible for the new electrical equipment necessary to complete the facility in accordance with the requirements of Section M-002 and M-003. The location of the new electrical service shall be as shown on the plans.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, and incidental expenses necessary to provide a complete and functioning system, tested, accepted, and ready for service.

002-1.9 Site Work. The Contractor shall be responsible for all work necessary to prepare the site for the installation of the new fuel storage tank(s). Including all areas disturbed as a result of construction, including utility installation, and any other items necessary to complete construction, which are not covered by any other item listed in the schedule of values. Work included in this item includes, but is not limited to, all items necessary to implement the safety measures detailed in the Plans, sediment and erosion control measures, SWPPP and SWPPP Monitoring (if required), excavation, placement of base materials meeting the applicable material requirements, bollards, restoration, topsoil, seeding and any other work necessary to complete construction of the fully operational system. It shall be understood that the Contractor may not receive additional payment for items not listed herein, and that failure of the Contractor to account for any cost associated with the site work required to construct the facility shall not relieve the Contractor from their obligation to provide a complete and functioning fuel system.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, and incidental expenses to perform all site work required to construct a complete and functioning system in accordance with these contract documents.

002-1.10 Concrete Work. The Contractor shall be responsible for the installation of the concrete pad required to install the Tank and appurtenances. Concrete work shall be installed by a qualified and competent contractor experienced in the installation of these types of projects.

Mix design for the Concrete shall be developed using industry standards for the type of construction and climate in which the concrete will be placed, and shall have appropriate

additives, slump, and reinforcing to withstand the design loads for a minimum design life of twenty (20) years.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, and incidental expenses to complete all concrete work necessary to provide a functioning system in accordance with these contract documents.

End of Section M-002

Item M-003 Fuel Storage and Dispensing System

003-0.1 This section of these Specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this section as for all other sections.

Attention shall be directed to the section of these Specifications entitled "SUMMARY OF WORK AND SPECIAL WORK REQUIREMENTS."

Description

003-1.1 The work under this section of these Specifications shall consist of disassembly, relocation, and installation of a complete Aviation Gas (AVGAS) tank and dispensing system specifically designed and fabricated for aviation use. The fueling system modifications shall include but not be limited to:

- Relocation of the 20,000 gallon UL-142 storage tank.
- Relocation of existing Off load pumps with filter system (125 GPM).
- Maintain Capability to re-circulate fuel through filter system back into the storage tank.
- Installation of a new self-serve pump dispensing system (20-25 GPM) with filter system.
- Installation of a new electric hose reel.
- Installation of new Aviation fuel dispensing nozzle.
- Installation of new Static ground reel with ground cable.
- Installation of a new fuel management system with digital tank monitoring and gauging.
- Installation, or reinstallation of All piping, fitting and valves.
- Installation, or reinstallation of electrical wire and controls for pump(s)
- Installation of Tank labeling as required.
- Installation of a new emergency shutoff as required.

Work included in this Specifications section, which may not be included in the prepackaged system that is to be performed by the Contractor, includes but is not limited to:

- Installation of the fueling system on a prepared concrete pad
- Connection of the fueling system for power and control and all other work as required to provide a fuel storage and dispensing system to the satisfaction of the Owner, complete, tested, accepted, and ready for service.
- Installation of owner-provided equipment (QT Petroleum On Demand, LLC Model M4000).
- Installation of the fuel management and Point of Sale systems shall be connected via communication cable, or via WIFI connection to the associated tank monitoring and sales system software systems.
- Installation of the Emergency fuel shut off
- Signage

The Contractor shall be responsible for the system and shall insure that it meets or exceeds the governing standards cited below, as well as Federal, State, and Local codes. The Contractor shall furnish a manufacturer's certification that the fueling system and all components contained within meets and/or exceeds the cited standards, as well as Federal, State, and Local codes requirements. This requirement is excepted for Owner-supplied equipment. The Contractor shall also furnish any Federal, State and Local permits required for the project.

Governing Standards

003-2.1 Equipment and installation necessary to accomplish the work specified herein shall be consistent with the latest editions (unless noted otherwise) of applicable Federal, State, and Local codes, rules, and regulations regarding fuel storage, transfer, and dispensing systems, including but not limited to the following:

- a. 40 CFR Part 112 Oil Pollution Prevention (SPCC rule).
- b. National Fire Protection Association (NFPA).
 1. NFPA 30, Flammable and Combustible Liquids Code.
 2. NFPA 70, National Electric Code (NEC).
 3. NFPA 407, Standard for Aircraft Fuel Servicing.
- c. All work specified herein shall conform to or exceed the requirements of the above-referenced codes, rules, and regulations; provided that whenever the provisions of said publications are in conflict with the requirements specified herein, the more stringent requirement shall apply.

003-2.2 Where governing standards listed above reference industry standards, the following standards shall be followed as applicable:

- a. Petroleum Equipment Installation Institute (PEI).
 1. Publication RP 200 (Recommended Practices for Installation of Aboveground Storage Systems for Motor Vehicle Fueling).
 2. Publication RP 1300 (Aviation Fueling Systems).
 3. Publication RP 800 (Installation of Bulk Storage Tanks), if applicable.
- b. American Petroleum Institute (API).
 1. API Publication 1500, Storage and Handling of Aviation Fuels at Airports.
 2. API Bulletin 1529, Aviation Fueling Hose.
 3. API Bulletin 1542, Airport Equipment Marking for Fuel Identification.
 4. API Standard No. 2000, Venting Atmospheric and Low-Pressure Storage Tanks.
 5. Manual of Petroleum Measurement Standards Chapter
 6. 6 – Metering, Section 4 – Metering Systems for Aviation
 7. Fueling Systems.
- c. Underwriters Laboratories, Inc. (UL).
 1. UL-142 Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.

Fuel Dispensing System Requirements

003-3.1 General. Provide relocated storage Tank as listed above for a complete system capable of functioning as originally installed, addition of self-serve equipment as described above, tested, accepted, and ready for operation as described herein. Performance requirements are as follows:

- a. The system shall have maintain the functionality of all existing systems, and have the added capabilities meeting the following minimum requirements:
 1. Purchase and Dispense fuel from the storage tank via secondary pump and filter system into aircraft (over-wing) at a nominal flow rate of 20-25 GPM.
- b. As per National Fire Protection Association (NFPA) 407, piping valves and fittings shall be of metal suitable for aviation fuel service and designed for the working pressure and mechanically and thermally produced structural stresses to which they could be subjected and shall comply with ANSI B31.3. Cast-iron, copper, copper alloy, and galvanized steel piping, valves, and fittings shall not be permitted. Fuel control/operating valves shall be ¼ turn butterfly style rated at 250 psi valve bodies and lugs shall be constructed of ductile iron with stainless steel stems (ASTM A-582, Type 416), copper bushings, and Viton seals.
- c. All piping pre- and post-filtration or product piping shall be stainless steel.
- d. System and components must meet standards as required by major aviation fuel suppliers for the storage and dispensing of Aviation Fuel.

003-3.2 Tank System. The tank system shall be disassembled, relocated, and reinstalled as shown on the plans. The Contractor shall confirm the tank system and all associated equipment are re-assembled per the manufacturer's recommended practices. The system shall be leak tested prior to commissioning to ensure that all connections, pipes, valves, and other equipment have been installed in accordance with the applicable requirements. The installation of Owner Supplied self-serve equipment shall be part of the Contractor's work. The Contractor shall install the Owner's equipment per the applicable regulations, and shall confirm it's functionality, obtain all inspections, approvals, and certificates prior to the system entering service.

Piping, valves, dispensing equipment, hoses, filter monitor, air eliminator, connections, outlets, fittings, and other components shall be designed to meet the functional requirements described herein and working pressure requirements of the system.

Electrical: All electrical equipment, wiring, and grounding shall be of a type specified by, and installed in accordance with NFPA 70. All fuel system control boxes, wiring components, motors, starters, and electrical equipment located in the hazardous area shall be of explosion proof design.

003-3.3 Dispensing Equipment. The existing dispensing equipment will be installed by the Contractor once moved to the proposed location. A secondary pump shall be installed to provide self-serve capabilities using owner provided Point of Sales (POS) equipment (QT POD), while also maintaining the ability to dispense fuel to the Airport's refueler trucks. Below is a summary the existing system, and the desired modifications.

- a. The existing fuel pump and dispensing equipment being reinstalled shall be done so according to the applicable codes.
- b. A new secondary pump shall be installed for the self-serve functionality. The secondary pump shall be compatible with the tank system and must be capable of dispensing fuel at a rate of 20-25 GPM.

- c. One (1) inch diameter by 75-foot long API 1529 Aircraft fuel hoses and compatible nozzles shall be provided to allow self-serve dispensing at a rate of 20-25 GPM.
- d. An electric rewind fueling hose reel assembly. Hose reel and motor assembly shall be stainless steel. Motor shall be a minimum 1/3 HP, 115 volt and rated for hazardous areas as required. Motor speed shall be adjustable to control hose rewind speed.
- e. The unit shall be designed with emergency fuel shutoff system(s) designed and installed in conformity with NFPA 407. An emergency shut out valve must have a thermally actuated device to automatically close in case of a fire.
- f. The Dispensing System shall have all components needed to operate in conjunction with the credit card reader system provided by the Owner and shall be installed per the manufacturer's requirements.

003-3.4 Signage for Fuel Dispensing System. The Contractor shall provide and install signage in the aircraft dispensing area. The signs shall be of the dimensions and with the text as shown on the Plans. Signs shall be Aluminum, Type A, retro-reflective, in conformance with the MEDOT Standard Specification for Road and Bridge Construction. Signs shall be .080" thick and shall have reflective sheeting in compliance with AASHTO-M268.

Signs shall have a white background with red letters. Minimum letter size shall be two (2) inches. Sign dimensions shown on the Plans are approximate. Shop Drawings shall be submitted for review and approval on all signs. Locations for signs shall be determined during design and approved by the Owner and the Auburn Fire Department and/or State Fire Marshall. All fasteners to attach signs shall be stainless steel.

The following signs shall be required in the fuel dispensing area:

- a. Two (2) No Smoking Signs
- b. An emergency instruction sign to be installed in the vicinity of the emergency fuel shut-off switch
- c. A warning sign regarding fueling.

Exact wording for signs shall be approved by the Owner.

003-3.5 Fuel Management Card Reader System.

- a. A 24-hour self-service, card activated system to control fuel dispensing from the AVGAS fuel tank system shall be provided by the owner, and installed by the Contractor. The system shall be a turnkey installation and include the installation of all programming, startup, and commissioning as required, to provide a complete and working system. The system shall include training for Airport personnel of the operations of the system and shall include the review of all optional programming and report generations. Defaults shall be set at the preferences of the Airport. The preferred method for communication shall be **TBD**.
- b. A minimum of one available input for status that can be field connected to the new Emergency Shut Off contactor.

003-3.8 Static Ground Reel. A static ground reel shall be provided with 75' of grounding cable. The cable shall be stainless steel. The reel shall utilize a non-sparking ratchet assembly for rewind. The static reel shall have a guide arm and a declutching arbor for reverse rewinding. The reel shall be a spring-type rewind system. The ground wire shall be supplied with a 100-amp alligator clamp.

003-3.9 Electrical. All electrical equipment, wiring, and grounding shall be of a type specified by, and installed in accordance with NFPA 70. All fuel system control boxes, wiring components, motors, starters, and electrical equipment located in the hazardous area shall be of explosion proof design.

003-3.11 Certification. The Contractor shall submit Certifications of Compliance on all components of the fuel dispensing system including, but not limited to: piping, fittings, alarms, fuel management terminal, pump, fuel dispenser, hose reel, hose, ground reel, tank monitoring system, filters, vents, emergency shutoffs, mechanical gauge, and anti-siphon system, decals and signage. The submittal shall certify that the components were assembled to all applicable standards, requirements, and codes including, but not limited to: Underwriters Laboratories, Inc., the National Fire Protection Association, and the American Petroleum Institute.

003-3.12 State Fire Marshal Permit. If required, The Contractor shall be required to draft and submit for a modification to the Maine State Fire Marshals Permit and present this permit to the Owner prior to the start of construction.

INSTALLATION

003-4.1 Qualifications of Contractor and Personnel.

- a. Installation of equipment shall be performed only by personnel who have a minimum of two (2) years experience installing the type of equipment specified and who are fully familiar with applicable NFPA and NEC requirements as they pertain to Aviation Fueling Systems.
- b. The Contractor shall have not less than two (2) years of experience in the installation of Aviation Fuel Storage and Dispensing Systems.
- c. The Contractor shall be a Contractor licensed with the State of Maine, if applicable.

003-4.2 General. The Contractor shall furnish, install and connect all specified equipment, equipment accessories, and ancillary components necessary to ensure a complete and operable fuel dispensing system ready for use in accordance with all applicable Federal, State, and Local codes, and manufacturer requirements, as specified herein and shown on the Contract Documents to the satisfaction of the Engineer and local authority.

The tank shall be anchored to the tank pad to be able to withstand winds of 125 mph when empty with no movement.

003-4.3 Electrical. All electrical connections shall be made to the electrical subpanel as specified in Specifications section M-003. All wiring shall be underground and placed in conduit. Wire and cable shall be rated for wet, direct-burial. The number, size of cables, size of conduit, and circuit breaker size shall be determined by the Contractor and shall meet the manufactures, NEC, NFPA 70 and local requirements. Class 1, division 1, Group CD sealed fittings shall be provided in all classified locations. Conduit sweeps and conduit placed above grade shall be RGS. The Contractor shall be responsible for all Local permits and inspections.

003-4.6 Meter Calibration. The Contractor shall be responsible to arrange and pay for the initial meter calibration to meet the Maine Department of Agriculture, Markets & Food Division of Weights and Measures Standards for the equipment installed, including certification that equipment is compliant to applicable standards.

END OF ITEM M-003

Item M-004 Installation of Airport Electrical Equipment for Fuel System

General

004-0.1 Contract Documents. This section of these Specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this section as for all other sections.

Attention shall be directed to Section M-001 of these Specifications entitled "Summary of Work and Special Work Requirements."

Description

004-1.1 This item shall consist of the relocation and/or removal of existing electrical service and poles, installation of a new electrical service and making all connections to power for the new fuel system and other equipment. The item includes but is not limited to: Installation of exterior electrical subpanel, emergency shut-off contactor and activation button, area flood lights, installation of light to identify the emergency shut off, installation of the tank leakage and data system, wiring, and conduits. The electrical subpanel shall be fed from a new service coordinated through the local utility provider and approved by all authorities having jurisdiction.

Equipment and Materials

004-2.1 General.

All electrical equipment, whether referenced by other specification sections, or provided for herein, shall be of a type and size which meet all applicable federal, state, and local codes governing the work. Manufacturer's Certifications of compliance shall be provided with all electrical equipment.

004-2.2 Furnishing a Complete and Functional System. This Specification is intended to describe the work to be performed, but may not specifically cover all the details of the work, equipment, accessories, and materials. It is, however, intended to cover the materials, equipment, apparatus, and erection of a complete electrical system, inspected, tested, accepted, and ready for operation, whether specifically mentioned or not.

004-2.3 Other Electrical Equipment. All other regularly used commercial items of electrical equipment not covered by these specifications shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers or the National Electrical Manufacturers Association. When specified, test reports from a testing laboratory indicating that the equipment meets the Specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. Where applicable, equipment and materials shall be UL listed for the intended use. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and Plans.

004-2.4 Wire. For ratings up to 600 volts, in conduit or raceways, thermoplastic wire conforming to Fed. Spec. J-C-30, Types THWN/THHN-2 or XHHW-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown on the Plans or Specifications or as determined by the manufacturer of the component. In the event of conflicts in type, size, and number of conductors, the most stringent shall apply.

The wires shall be of the type, size, number of conductors, and voltage shown on the Plans or as determined by the equipment manufacturer. Conductors shall be uncoated copper, Class B, stranded per ASTM B-8. The insulation shall meet, or exceed, the requirements of ICEA S-68-516, NEMA WC-8 and UL standards 44 and 854. Wire shall have 90 degree C continuous rating wet or dry, have low moisture absorption, and be resistant to weather, most oils, acids and alkalis.

004-2.5 Circuit Breakers and Distribution Panels. Circuit breakers shall be compatible with, and UL listed for use with, the new distribution service panel and for the existing building distribution panelboard. Breakers shall have an interrupting rating not less than 22,000 amperes RMS symmetrical at 240V AC. Circuit breakers shall be thermal magnetic type, trip free with indicating handle. Circuit breakers shall be provided with the number of poles and ampacities dictated by the final design.

Provide a typewritten tabulation indicating fixture outlets, devices, machines, or apparatus served by each breaker and their location.

Panelboards provided under this contract shall be a product of Square D, Siemens, Cutler Hammer, or approved equal.

New panels shall be as required to support the system and shall be determined by the designer. Exterior enclosures for panels shall be NEMA 3R with shunt tripped main breaker.

004-2.6 Grounding. All power feeder and branch circuits shall contain a code sized ground conductor, in accordance with the 2017 National Electrical Code, Table 250-122 or equivalent Maine Electric Code.

Supplemental ground grid at new fuel system shall be specifically designed for the application and shall provide the required protection as deemed necessary by the applicable codes.

004-2.7 Conduits and Ducts. Conduit and duct for placement underground shall be as specified in Section L-110 of these Specifications and shall be UL listed for the proposed application. All bends and conduit sections within eight (8) feet of daylight shall be rigid galvanized steel (RGS) and shall be UL listed for the proposed application. All trenching, excavation and backfill associated with conduit and duct installation shall be considered incidental to the item that requires installation of the conduit or duct.

004-2.8 Disconnects. All required power feeds shall have an electric disconnect in locations as required by the installation. The disconnect shall be an enclosure rated for use in the operational environment in which they will be installed.

004-2.9 Power Connection to the Fuel System. All cables and wiring from the panel to the new fuel dispensing system shall be provided as required by the manufacturer of the system, and as required by the NEC, State and Local requirements. In areas of conflict, the more stringent shall apply. All conductors and wires shall be installed in conduit, minimum diameter two (2) inches. All work shall be per NEC, State and Local requirements. All conduit wiring, seals, connections and other work shall be explosion proof as required.

004-2.12 Handholes. Handholes for electric power and for instrumentation/data/communications wiring shall be provided, as required.

004-2.17 Emergency Shutoff Contactor Emergency shut off contacts shall be Allen Brady Bulletin 500, NEMA 4X SS enclosure, 4 pole with auxiliary contact or approved equal. Amp rating shall be 20 Amperes.

004-2.18 Emergency Shutoff Push Button. The emergency shut off pushbutton shall be ALLEN BRADY 800-T, NEMA 4X SS weatherproof, mushroom head with momentary contacts or approved equal.

004-2.19 Key Operated Reset. A key operated reset shall be provided to restrict the reactivation of the fuel system in the event the emergency shut off is activated. The key switch shall use momentary contacts, Normally Open (N.O.), closed when the key activated, and spring to open. Switch shall be mounted on the manufacturer's NEMA 4X SS enclosure.

004-2.20 Certifications. The Contractor shall submit Certification of Compliance all equipment installed, including: electrical service breaker, distribution subpanel, grounding system; circuit breakers, enclosures, disconnects, wire, conduits, light fixtures, contacts, emergency shut off button, key reset switch and enclosure, emergency shut off contactor and enclosure, and other components as requested by the Engineer.

004-2.21 Electrical Permit. The Contractor shall obtain a permit for the installation of electrical equipment from the City of Auburn Electrical Inspector as well as all other required electrical permits (fire department, etc.) prior to the start of work. The Plans and Specifications for the proposed work shall be reviewed with the inspector and other agencies issuing permits, and any conflicts between the project Plans and Specifications and the permitting agency requirements shall be brought to the attention of the Engineer prior to the start of the installation. The cost of any permits and related inspections shall be considered incidental to the installation to the electrical service.

END OF ITEM M-004