

**CITY OF HOMER
INVITATION TO BID / BID DOCUMENTS**

East End Road/Ronda Street Water Main Crossing 2019



This project is federally funded through an
ADEC Municipal Matching Grant (MMG #40909),
Drinking Water State Revolving Fund, and
City of Homer Accelerated Water and Sewer Fund (HAWSP)

INVITATION TO BID
By the City of Homer, Alaska

East End Road/Ronda Street Water Main Crossing 2019

Sealed bids for the construction of the **City of Homer Alaska, East End Road/Ronda Street Water Main Crossing 2019** will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 p.m. Thursday, May 2, 2019**, at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

A Pre-Bid Conference will be held at **1:30 PM, April 12, 2016** in the City Hall Second Floor Conference Room (491 East Pioneer Avenue) to answer bidder's questions.

This project is funded through a ADEC Municipal Matching Grant and City of Homer Accelerated Water and Sewer Fund (HAWSP). The City's local bidder's preference requirements do not apply to this contract; State and Federal prevailing wage rates (whichever is higher) will apply. MBE/WBE goals and AIS provisions are in affect. The work includes, but is not limited to the following:

Installation of 120 LF of 12" HDPE water main (utilizing boring method), connection to existing main, and traffic control in State ADOT right-of-way as defined within the plans and bid documents.

Please direct all technical questions regarding this project to: Carey S Meyer, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska 99603 (907) 235-3170

An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the Office of the City Clerk upon payment of \$100 per set (\$150 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may also be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 28th day of March, 2019.

CITY OF HOMER

Mary K. Koester, City Manager

Publish: Homer News – April 4 and 11, 2019
Peninsula Clarion – April 6, 2019

TABLE OF CONTENTS

East End Road/Ronda Street Water Main Crossing 2019

	Page (s)
Bid advertisement for City of Homer Alaska, East End Road/ Ronda Street Water Main Crossing 2019	
I. SCOPE OF SERVICES	<i>IB-1</i>
II. GENERAL BIDDING REQUIREMENTS	<i>IB-1- IB-2</i>
III. INSTRUCTION TO BIDDERS Bidders Checklist	<i>IB-2 – IB-5</i> <i>IB-6</i>
IV. BID SCHEDULE	
PART A	
1. Bid Schedule (Form)	<i>BS-1</i>
2. Bid Bond	<i>BS-2</i>
PART B	
3. Addenda Acknowledgement	
4. EEO – 1 Certification	
5. Equal Employment Opportunity Clause	
6. DBE Minority and Women-Owned Business Enterprise Compliance Statement	
7. Equal Employment Opportunity Statement of Acknowledgment	
8. Certificate Regarding Debarment, Suspension and Other Responsibility Matters	
9. Anti-Discrimination Certificate	
10. Contractors Non-Collusion And Debarment Affidavit	
11. Certificate by Bidder of Compliance with the Use of American Iron and Steel Law	
V. CONTRACT DOCUMENTS	
VI. PROJECT SCHEDULE	<i>S-1</i>

VII. SUPPLEMENTAL TECHNICAL SPECIFICATIONS

7 Pages

VIII. SPECIAL PROVISIONS

1. Special Provisions

SP-1 SP-8

2. Contractors Request for Payment Form

IX. APPENDICES

Davis-Bacon Requirements

**Equal Employment Opportunity Employer Information
Report-EEO-1**

Disadvantage Business Enterprise Overview

**Minority and Women-owned business
enterprises report of participation documents**

**Certification Regarding Debarment,
Suspension, and Other Responsibility Matters**

**DBE Minority and Women-Owner Business
Enterprises Report of Participation**

**DBE Minority and Women-Owner Business
Enterprises Contact Documentation**

**DBE Minority and Women-Owner Business
Enterprises & Procurement
Quarterly Report**

**State of Alaska Department of Transportation
ROW/Utility Permit**

X. SUBMITTALS

**XI. STATE OF ALASKA MINIMUM RATES OF PAY
FEDEERAL DAVIS-BACON LABOR RATES**

TABLE OF CONTENTS

East End Road/Ronda Street Water Main Crossing 2019

	Page (s)
Bid advertisement for City of Homer Alaska, East End Road/ Ronda Street Water Main Crossing 2019	
I. SCOPE OF SERVICES	<i>IB-1</i>
II. GENERAL BIDDING REQUIREMENTS	<i>IB-1- IB-2</i>
III. INSTRUCTION TO BIDDERS Bidders Checklist	<i>IB-2 – IB-5</i> <i>IB-6</i>
IV. BID SCHEDULE	
PART A	
1. Bid Schedule (Form)	<i>BS-1</i>
2. Bid Bond	<i>BS-2</i>
PART B	
3. Addenda Acknowledgement	
4. EEO – 1 Certification	
5. Equal Employment Opportunity Clause	
6. DBE Minority and Women-Owned Business Enterprise Compliance Statement	
7. Equal Employment Opportunity Statement of Acknowledgment	
8. Certificate Regarding Debarment, Suspension and Other Responsibility Matters	
9. Anti-Discrimination Certificate	
10. Contractors Non-Collusion And Debarment Affidavit	
11. Certificate by Bidder of Compliance with the Use of American Iron and Steel Law	
V. CONTRACT DOCUMENTS	
VI. PROJECT SCHEDULE	<i>S-1</i>

City of Homer
East End Road/Ronda Street Water Main Crossing 2019

The City of Homer, Alaska is requesting bid proposals from qualified firms and individuals for the project described herein.

I. Scope of Services

The proposed work is located within the Homer City limits and is illustrated on the plans entitled:

East End Road/Ronda Street Water Main Crossing 2019

The project consists of furnishing all labor, materials, equipment, tools, supervision and other facilities necessary for the performance of the work described herein and shown on the project drawings. The work includes but is not limited to the following:

Installation of 120 LF of 12” HDPE water main (utilizing boring method), connection to existing main, and traffic control in State ADOT right-of-way as defined within the plans and bid documents.

II. General Bidding Requirements

The work must be performed by a Contractor skilled and regularly engaged in the general class or type of work called for under the Contract. The bidder must have a current contractor’s license issued by the State of Alaska. The license must apply to the work described in the Invitation to Bid.

The City of Homer Standard Construction Specifications, 2011 Edition, shall supplement the project plans. A copy of the Homer Standard Construction Specifications (S.C.S.) may be obtained at the City of Homer Web Site, <http://www.cityofhomer-ak.gov/publicworks>.

a) Federal and State Prevailing Rate Wages

See Appendix for specific Davis Bacon Requirements.

This project is covered by the State of Alaska, Laborer’s and Mechanic’s Minimum Rates of Pay, Title 36 Public Contracts, (AS 36.05 & 36.10) Pamphlet No. 600, Issue 37 and General Decision Number: AK190001 01/18/2019 AK1. It is the responsibility of the bidder to determine the current rates of pay required and to submit the proper certified payrolls to the State Department of Labor.

In addition, Federal prevailing wage rates are applicable to this project. **The higher of either the State of Alaska Department of Labor and Workforce Development Laborers’ & Mechanics’ Minimum Rates of Pay or the U.S. Department of Labor Wage Rates – General Decision Number: AK190001 01/18/2019 AK1 shall be used for each wage classification.** Contractor shall be required to submit separate State of Alaska Department of Labor Certified Payrolls and U.S. Department of Labor Certified Payrolls in accordance with the respective agency requirements, including submittal of signed Statements of Compliance.

b) **Performance and Payment bonds** in the amount of One Hundred Percent (100%) of the bid amount are required.

c) **Bid Form**

Bids must be submitted on the Bid Form included in the bid documents and be received at the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603. **A bid bond is required.** Cashier checks in an amount equal to five percent (5%) of the bid are acceptable. Surety bonds are acceptable.

The City of Homer has a two-part bid process, Part A and Part B. Each portion of the bid must be submitted in separate envelopes. At the bid opening, Part B is opened first and must be complete and regular or Part A will not be opened and the bid will be rejected.

Part A of the bid contains:

Bid Form (**Part A**)

Bid Bond (**Part A**) and the Power of Attorney (if needed).

(Part A must be submitted separately in an envelope marked Part A).

Part B of the bid contains:

Addenda Acknowledgement must be signed and included with the Bid. (**Part B**)

EEO-1 Certification (**Part B**)

Equal Employment Opportunity Clause form. (**Part B**)

DBE Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement (**Part B**)

Certificate by Bidder of Compliance with the Use of American Iron and Steel Law (**Part B**)

Equal Employment Opportunity Statement of Acknowledgment (**Part B**)

Certification Regarding Debarment, Suspension and Other Responsibility Matters. (**Part B**)

The Anti-Discrimination Certificate. (**Part B**)

Contractor's Non-Collusion and Debarment. (**Part B**)

(Part B must be submitted separately in an envelope marked Part B).

III. Instruction to Bidders

The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the bidder that best meets the criteria stated below.

A. Qualification of Bidders

It is the intention of the City of Homer to award this contract to the lowest responsible, responsive Bidder who furnishes satisfactory evidence they have the requisite experience, ability and sufficient capital, facilities and plant to prosecute the work successfully (and properly) and to complete it within the time allowed in the Contract at the least cost to the City of Homer for dollars spent for value received.

If the signature on the Bid is by an agent, other than an Officer of a corporation or a member of a Co-partnership, a Power of Attorney must either be on file with the City Clerk prior to the Bid opening or submitted with the Bid in Part B.

B. Taxes

Attention is directed to the requirements of the General Conditions regarding the payment of taxes. All taxes that are lawfully assessed against Owner or Contractor in connection with the work shall be paid by the Contractor. The Bid prices shall include all such taxes.

The City of Homer is exempt from local sales taxes. The Contractor shall not include sales tax markup in his bid. However, in order to recoup sales tax the Contractor might pay at local vendors, the Contractor must secure a Tax Exempt card from the Kenai Peninsula Borough Tax Department.

C. Familiarization With The Work

Before submitting a Bid, each prospective Bidder shall familiarize themselves with the work, labor conditions and all laws, regulations and other factors affecting performance of the work. The Contractor shall carefully correlate his observations with the requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the work. The submission of a Bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the Contract Documents and the provisions thereof. The failure or neglect of a Bidder to receive or examine any of the Bid Documents shall in no way relieve the bidder from any obligations with the respect to their Bid or to the Contract. Misinterpretation or a reputed lack of knowledge concerning the Bid will not serve as a basis for a claim for additional compensation.

1. Site Conditions

Each Bidder shall visit the site of the Work and completely inform himself relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials and utilities to be encountered, the arrangement and conditions of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operations of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.

D. Interpretation of Bid Documents

All questions about the meaning or intent of the Contract Documents shall be submitted, in writing, to the Office of the Director of Public Works, 3575 Heath St. Homer Alaska, 99603. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City Clerk's Office as having received the Bidding documents. **The City of Homer will not be held responsible for questions received less than (7) days prior to the date of opening of Bids.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. No questions will be answered the day of the bid due date.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Addendum Form, properly signed by the Bidder and placed in envelope B. It shall be the Bidder's responsibility to inquire as to addenda issued. Failure to include the Addenda Form in envelope B shall result in the Bid being rejected as non-responsive.

E. Bid Bond Guarantee

Each Bid shall be accompanied by a Bid Bond duly completed on the suggested form provided by a guaranty company authorized to carry on business in the State of Alaska, along with a General Power of Attorney form, if applicable, for payment to the City in the sum of five percent (5%) of the total amount of the Bid. **Failure to include the Bid Bond in envelope A of the Bid shall result in the Bid being rejected as non-responsive.**

The amount payable to the City under the Bid Bond or the certified or cashier's check, as the case may be, shall be forfeited to the City in case of a failure or neglect of the Bidder to furnish, execute, and deliver to the City required Performance and Payment Bonds, Evidences of Insurance, necessary forms or material required by the Bid or failure to enter into, execute and deliver to the City the Contract on the form provided therefor, within ten (10) working days after receipt of "Notice of Intent to Award Contract" by the City that the Contract is ready for execution. The "Award of Contract" will be made upon the execution of the Contract by the Bidder and the City.

F. Return of Bid Guarantee

Within thirty (30) days after the Bids are opened, the City will return the Bid Guarantees accompanying the Bids, which are not to be considered in making the award. The bid Guarantees of the three (3) lowest responsive Bids will be held until the Contract has been fully executed after which time the Guarantees will be returned to the respective Bidders whose Bids the Guarantees accompanied.

G. Contract Time

The Contract Time is an essential part of the Contract and it will be necessary for each Bidder to satisfy the City of his ability to complete the work within the time set forth in the Bid form. Provisions for delays, liquidated damages, and extensions of time are set forth in the Standard Construction Specifications. Time is of the essence in this contract.

H. Bids

1. Preparation of Bids

Bids must be submitted on the forms provided by the city and completed in all respects as required by the Bid Documents. Bids shall include all information requested herein, and be manually signed by the Bidder or the Bidder's duly authorized representative, with the Bidder's address and phone number. If the signature is by an agent, other than an Officer of a Corporation, or a member of a Co-partnership, a Power of Attorney must be on file with the City Clerk prior to opening the Bid or submitted in envelope B of the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized, and will be rejected as non-responsive. **All Bids must be regular in every respect, and no alterations shall be made to the Bid form.** If erasures or changes appear on the forms, each must be initialed by the person signing the Bid. No oral, telegraphic or telephone proposals will be considered.

Bids will be received at the City Clerk's Office located at 491 East Pioneer Avenue, Homer, Alaska 99603, until the time indicated on the Invitation to Bid. Each Bid shall be submitted enclosed in a sealed, opaque envelope. **The Bidder shall see that the Bid title and date of Bid opening is on the lower left-hand corner of the envelope.** The City is not responsible for the premature opening of, or failure to open, a bid not properly addressed and identified. Promised overnight delivery from the Post office or private carriers usually is an inaccurate statement for Alaska and Homer Area.

No consideration will be given by the city to a claim of error unless such claim is made to the city in writing within two (2) hours after the time of Bid opening. Written verification and supporting evidence of the error shall be delivered to the City Clerk within 24 hours of the Bid Opening (not including Saturday, Sunday or legal holidays) to allow consideration of the claim for error. Supporting evidence shall be original documents, including cost breakdown sheets, supplier quotes and other documents used to compute the Bid.

It is the bidder's responsibility to see that Bids are deposited at the time and place set forth for the public opening of Bids. Bids not received by the time will not be accepted and will be returned to the Bidder in the sealed bid envelope.

2. Local Bidders Preference

The City of Homer Local Bidder Preference does not apply to this contract.

3. Use of American Iron and Steel Law

By bidding this project, the Contractor will have acknowledged to and for the benefit of the City of Homer ("Purchaser") and the Alaska Department of Conservation (the "State") that they understand the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor will have represented and warranted to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

BIDDER'S CHECKLIST
City of Homer Alaska, East End Road/Ronda Street Water Main Crossing 2019

The following items must be completed and accompany the Bid unless noted otherwise (Note: This checklist consists of one (1) page):

Part A

1. BID FORM (Schedule), must be complete. The Bid form must be signed with the name and address of bidder typed or clearly printed, and a copy of the bidder's Alaska State Contract License must be included. **(Part A)**
2. BID BOND, Cashier's Check, Certified Check, or Cash in the amount of Five percent (5%) of the MAXIMUM BID must be included. **(Part A)**

Part B

3. Addenda Acknowledgement must be signed and included with the Bid. **(Part B)**
4. EEO-1 Certification **(Part B)**
5. Equal Employment Opportunity Clause form. **(Part B)**
6. DBE Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement **(Part B)**
7. Equal Employment Opportunity Statement of Acknowledgment **(Part B)**
(by bidder, subs before contract is signed)
8. Certification Regarding Debarment, Suspension and Other Responsibility Matters. **(Part B)**
9. The Anti-Discrimination Certificate. **(Part B)**
10. Contractor's Non-Collusion and Debarment. **(Part B)**
(by bidder, subs before contract is signed)
11. Certificate by Bidder of Compliance with the Use of American Iron and Steel Law **(Part B)**

All Bids must contain the items listed above in complete form and must be filled out and signed.

The following documents will be required from the selected contractor **within three (3) days** of receipt of the notice of intent to award:

1. Minority And Women-Owned Business Enterprise Report of Participation (Disadvantaged Business Enterprise) form must be filled out and signed.
2. Minority And Women-Owned Business Enterprise Contact Documentation (Disadvantaged Business Enterprise) form must be filled out and signed.
3. Equal Employment Statement of Acknowledgement form filled out by each subcontractor participating in the contract.

(See Appendix A - disadvantage business enterprise overview for ongoing contract reporting requirements)

END OF SECTION

IV. BID SCHEDULE

Part A

EAST END ROAD/RONDA STREET WATER MAIN CROSSING - 2019
Bid Schedule

ITEM NO.	SPEC. NO.	WORK DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
A-1	101	MOBILIZATION AND DEMOBILIZATION	LS	1		
A-2	102	CONSTRUCTION SURVEYING	LS	1		
A-3	103	TRAFFIC CONTROL/MAINTENANCE	LS	1		
A-4	202	CLEARING AND GRUBBING	LS	1		
A-5	204	TRENCH EXCAVATION (OFF-SITE DISPOSAL)	CY	100		
A-6	204	TRENCH EXCAVATION (USABLE EXCAVATION)	LS	1		
A-7	205	TYPE II FILL AND BACKFILL (CITY SPEC)	TON	300		
A-8	205	TYPE III FILL AND BACKFILL (CITY SPEC)	TON	135		
A-9	205	SELECT MATERIAL TYPE A (ADOT SPEC)	TON	300		
A-10	206	LEVELING COURSE/D-1 (ADOT SPEC)	TON	45		
A-11	215	TRENCHLESS PIPE INSTALLATION (12 INCH HDPE)	LF	82		
A-12	602	F & I PIPE IN TRENCH (12 INCH HDPE)	LF	53		
A-13	602	F & I 12 INCH GATE VALVE W/ VALVE BOX	EA	2		
A-14	602	FLUSH, PRESSURE TEST, DISINFECT PIPE	LS	1		
A-15	219	REMOVE EXISTING AC PAVEMENT/SIDEWALK	SY	90		
A-16	219	REMOVE CURB AND GUTTER (OFF-SITE DISPOSAL)	LF	75		
A-17	302	CURB AND GUTTER, ALL TYPES	LF	75		
A-18	401	ASPHALT PAVEMENT TYPE 2 CLASS B (ADOT SPEC)	TON	65		
A-19	404	ASPHALT SIDEWALK	TON	6		

A-20	402	PAINTED TRAFFIC MARKINGS	LS	1		
A-21	606	RECONNECT EXISTING WATER SERVICE (1-INCH)	EA	1		
A-22	607	ADJUST VALVE BOX TO FINISH GRADE	EA	2		
A-23	702 (W)	WOVEN GEOTEXTILE FABRIC	SY	300		
A-24	708	SEEDING (TYPE 1)	LS	1		
A-25	710	TOPSOIL (4" DEPTH)	LS	1		

Total All Bid Items =

Name of Firm

Address of Firm

Authorized Signature

Printed Name

Title of Signatory

Date of Bid _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

Hereinafter called the PRINCIPAL, and _____

a Corporation duly organized under the laws of the State of Alaska having its principal place of business at _____

In the State of Alaska, and authorized to do business in the State of Alaska, as SURETY, are held and firmly bound unto the City of Homer hereinafter called the OBLIGEE, in the penal

sum of _____ DOLLARS (\$ _____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL has herewith submitted his or its BID for _____

_____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void: if the PRINCIPAL shall fail to execute the proposed Contract and furnish the Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages:

Signed and sealed this _____ Day of _____, 2019.

PRINCIPAL: _____

BY: _____

SURETY: _____

ATTORNEY-IN-FACT: _____

Part B

ADDENDA ACKNOWLEDGMENT

Project Name: **City of Homer Alaska, East End/Road Ronda Street Water Main Crossing 2019**

I hereby acknowledge addenda numbers:

Name of Firm: _____

Signature of Bidder: _____

Date: _____

This Acknowledgement must be included with Part B of the Bid or the Bid will be considered non-responsive.

City of Homer

Equal Employment Opportunity (EEO – 1) CERTIFICATION

The following Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by BIDDERS and proposed SUBCONTRACTORS in connections with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt.) Proposed PRIME CONTRACTORS and SUBCONTRACTORS who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports, should note the 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period as specified by the Federal Highway Administration; by the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor; or by the Equal Employment Opportunity Commission.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. The Employer Information Report EEO-1 (Standard Form 100) is not a voluntary survey. The filing of the report is in accordance with Standard Form 100 instructions and is required by Federal law. The applicable law is Section 709©, Title VII, Civil rights Act of 1964 and regulations issued by the Equal Opportunity Commission under that law are reprinted in Appendix (6). Under Section 710(b) of Title VII, the Commission may obtain an order from a United States District Court compelling a covered employer to file this report. Under Section 209 (a) of Executive Order 11246, the penalties for failure by a Federal contractor or subcontractor to comply may include termination of the Federal government contract and debarment from future Federal contracts.

It is the employer's responsibility to keep current on all EEO-1 filing requirements. All inquiries and requests for special procedures should be directed to: Office of Federal Contract Compliance Programs, Department of Labor, Federal Building/U.S. Court House, 701 C Street, Box 55, Anchorage, AK 99513. Blank reporting forms may be obtained from: The Joint Reporting committee, P.O. Box 2236, Norfolk, Virginia 23501 (804) 625-3734.

(CHECK APPLICABLE BLOCK) The BIDDER _____ or proposed SUBCONTRACTOR _____ hereby certifies:

1. Their firm has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause as required by Federal Executive Order 11246, Section 201 (301 F.R. 12319) YES _____ NO _____

A. Their firm has filed all reports due under the applicable filing requirement with the Joint Reporting Committee Opportunity Commission as stated in this certifications. YES _____ NO _____

2. Their firm has participated in a previous City of Homer construction contract or subcontract. YES _____ NO _____

A. Their firm has filed all the EEO reports due under applicable filing requirements of the city of Homer Department of Public Works. YES _____ NO _____

Signature of Authorized Representative of Company

Date

Name of Company

Phone Number

Address of Company

Zip Code

PROJECT NAME

City of Homer Alaska, East End Road/Ronda Street Water Main Crossing 2019

This certificate (2 pages) needs to be included with the Bid Documents Part B or the Bid will be considered non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees to comply with OFCC Regulations 40 CFR 60.1.4 (1) through (7) as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such

action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however that in the event the contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Title)

(Date)

This form (2 pages) must be included with the Bid, Part B, or the Bid will be considered non-responsive.

Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement

The following form must be included with the Bid, Part B, or the Bid will be considered non-responsive.

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
COMPLIANCE STATEMENT**

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City's evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

The _____ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of 5.21% participation (with a good faith effort of 3.67% MBE and 1.54% WBE, Effective October 1, 2016 thru September 30, 2019) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.

The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).

We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.

We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.

Company Name _____ RFP/Contract _____

Authorized Signature _____

Title _____

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF ACKNOWLEDGEMENT**

This statement of acknowledgement is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be completed by each Bidder and proposed Subcontractor participating in this contract.

PLEASE CHECK THE APPROPRIATE BOXES

THE Bidder proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed subcontractors with 50 or more employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year the two conditions (50 employees and a \$50,000 federal contract) exist.

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

NO (go to PART B) YES (go to PART C)

PART B. The company named below (Part C) has submitted the Standard Report Form 100 this year, or intends to at this time.

NO YES

NOTE: Bidders and proposed Subcontractors who file Standard Report Form 100 may also be required to file Form CC-257 Monthly Employment Utilization Report if the project has significant financial impact on a community, or the bidder/subcontractor has signed an agreement to do so. At a minimum, the bidder/subcontractor is required to maintain records which reflect the reporting requirements of CC-257. Standard Report Form 100 and instructions may be obtained by writing to:

EEO-1 Joint Reporting Committee
P.O. Box 19100
Washington, DC 20036-9100
Telephone (866) 286-6440
Email: el.techassistance@eeoc.gov

PART C.

Signature of Authorized Representative of Company

Date

Name of Company

(_____)_____
Telephone No.

Address of Company

Zip Code

Project Name

Contract Number



EPA Project Control Number

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ANTI-DISCRIMINATION CERTIFICATE

The BIDDER hereby covenants, stipulates, and agrees that no person shall be discriminated against in the bidding of the services and/or materials hereinunder and that the BIDDER shall not refuse to hire any person therefore because of such person's race, creed, color, or national origin, unless based on a bonafide occupational qualification. Also, the BIDDER will in no manner discriminate against any person because of such person's race, creed, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Contractor's Signature: _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: _____, 2016

Notary Public for _____

Residing at: _____

(Seal or Stamp)

My Commission Expires: _____

CONTRACTOR'S NON-COLLUSION AND DEBARMENT AFFIDAVIT

I, the undersigned, an authorized representative of _____ being first duly sworn on oath hereby certify that the Bid submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and I further state that the said firm, association or corporation (hereinafter referred to as "Firm") has not directly or indirectly inducted or solicited any Bidder on the above work or supplies to put in a sham Bid, or any other person or corporation to refrain from bidding; and that said Firm, has not in any manner sought by collusion to secure to the Firm, an advantage over other bidder or bidders.

I further certify that, except as noted below, the Firm or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person or Firm, by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions noted:

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2016.

(Seal or Stamp)

Notary Public for _____

Residing at: _____

My Commission Expires: _____



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

Sample Step Manufacturer Certification

(Documentation must be provided on company letterhead)

Date

Company Name

Company Address

City, State Zip

Subject:

American Iron and Steel Step Manufacturer Certification for
Project Name _____

I, _____ (company representative), certify that the _____
(melting, bending, coating, galvanizing, cutting, etc.) process for _____
(manufacturing or fabricating) the following products and/or materials shipped or provided for
the project is in full compliance with the American Iron and Steel requirement as mandated in
EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. _____
2. _____
3. _____

Such process took place at the following location: _____(address)

If any of the above compliance statements change while providing material to this project we
will immediately notify the prime contractor and the engineer.

Company representative

Signature

Date



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

From the “Consolidated Appropriations Act, 2014” H.R. 3547
(PL113-76, enacted 1/17/2014), and as codified under section 608 of the
FWPCA (Federal Water Pollution Control Act)

“SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.”

V. Contract Documents

C O N T R A C T

This Contract, made and entered into by and between the City of Homer, Alaska, a Municipal Corporation, hereinafter called the "City" and

Hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the City and of the covenants and agreements herein contained, hereby agrees at his own cost and expense to do all the work and furnish all the materials, tools, labor and all appliances, machinery and appurtenances for City to the extent of the Bid made by the contractor, dated the _____ day of _____, 2016, all in full compliance with the Contract documents referred to herein as:

East End Road/Ronda Street Water Main Crossing 2019

- a) Invitation to Bid
- b) The signed copy of the Bid
- c) The Bid Bond
- d) The 2000 Homer Standard Construction Specifications
- e) All Addenda, totaling _____
- f) The drawings which consist of 5 sheets entitled

East End Road/Ronda Street Water Main Crossing 2019

Are hereby referred to and reference made a part of the Contract as fully and completely as if the same were fully set forth herein.

In consideration of the performance of the work as set forth in these Contract Documents, the city agrees to pay to the contractor the amounts specified bid in the Bid and to make such payments upon the Contractor's invoicing as approved by the City Engineer.

C O N T R A C T

CONTRACT COMPLETION TIME

The Contractor agrees to complete the project, in all respects **August 15th, 2019**

CONTRACT AMOUNT

\$ _____
In Numbers

\$ _____
In Words

LIQUIDATED DAMAGES:

Liquidated damages in the amount of **\$500.00** per day will apply to the Contractor's unexcused delay in the Completion of Construction. The liquidated damage amount specified herein shall only apply to damages and expenses the Owner may incur as a result of a delay in placing the facility into use and operation exclusive of third party damages or claims. The liquidated damage amount shall not cover any damages or expenses the Owner may incur as a result of the Contractor's unexcused delay in completing any portion of all of the Project, which delay results in whole or in part in delay, disruption, hindrance, interference, damages or expenses to any third party. The Contractor shall remain liable for the full amount of any such delay damages or expenses suffered by any third party without limitation by any liquidated damage provision set forth in the Contract.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _
day of _____, 2019.

CITY OF HOMER

By: _____

Title: Mary K. Koester, Homer City Manager

CONTRACTOR

(Contractor)

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer, hereinafter called "Owner," in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that Whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect it obligation 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five(5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2019.

ATTEST:

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address – Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer,

hereinafter called "Owner," in the penal sum of _____

dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS are such that Whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing material for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for material, lubricants, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void: otherwise to remain in full for and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect it obligation 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2019.

ATTEST:

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address-Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the Surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

VI. Project Schedule

East End Road/Ronda Street Water Main Crossing 2019

No Later Than

Pre-Bid Conference.....	1:30 PM - April 12, 2019
Bid Opening.....	2:00 PM - May 2, 2019
Notice of Intent to Award.....	May 3, 2019
Notice to Proceed.....	May 14, 2019
Construction Completion.....	August 15, 2019

VII. Supplemental Technical Specifications

Remove Section 215 and replaced with the following:

SECTION 215 TRENCHLESS PIPE INSTALLATION

215.1 General

The work under this section consists of all operations necessary for furnishing all labor, equipment, and materials necessary to install the high-density polyethylene (HDPE) pipeline by horizontal directional drilling (HDD), auguring, or boring under East End Road. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and roadways, and environmental protection and restoration.

215.2 Materials

The water pipe material shall conform with Division 600 Water Systems, 602.2, d for HDPE pipe.

215.3 Construction

The method of a trenchless technology for the water line shall be optional to the Contractor, except that prior to commencing the trenchless operations, the Contractor will be required to furnish evidence to the Engineer showing that his planned method has worked satisfactorily in other areas under similar conditions. The excavation at both ends of the trenchless pipe installation shall be included under the Trenchless Pipe Installation Pay Unit.

The Contractor shall provide written notice to the Engineer at least 72 hours in advance of the planned inception of major drilling activities, including pilot bore launch, reaming or pipe pull back. The Contractor shall immediately notify the Engineer, in writing, when any significant problems are encountered or if ground conditions are considered by the Contractor to be materially or significantly different from those represented.

The Contractor is responsible for repairing any damage to the roadway or structural fill being penetrated by the trenchless technology.

All access area or pits shall be adequately signed and barricaded to protect the public from entering the pit.

215.4 Method of Measurement

Measurement shall be from end to end of the trenchless pipe installation accepted and completed. No measurement will be made for trench excavation and backfill where trenchless pipe is installed. No compensation will be made for trenchless pipe installation abandoned or aborted due to deviations in excess of allowable tolerances.

Payment shall include compensation for all access pit excavations and backfill and for the repair of any damage done to areas surrounding the trenchless installation operations.

215.5 Basis of Payment

Payment shall be made under the following unit:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
215	Trenchless Pipe Installation	Linear Foot

VIII. Special Provisions

SPECIAL PROVISIONS

East End Road/Ronda Street Water Main Crossing 2019

The construction contract for this project will be administered in accordance with the General Provisions of the City's Standard Construction Specifications (2011).

DESCRIPTION OF WORK

The Work included under this Contract consists of furnishing all labor, materials, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the drawings, specifications, and the terms of the Contract.

The Work that is presented in the Bid Proposal for this Contract consists of the following major elements of work:

- Boring/trenching of 12" HDPE water main across ADOT East End Road right-of-way,
- Tie-in to existing water mains, including installation of fittings/valves and live tap of existing 10" water main,
- Removal and replacement of asphalt pavement, curb and gutter, and asphalt sidewalk,
- Associated work includes, but may not be limited to:
 - Dewatering (pump water to downstream adjacent lots, as directed by the Engineer)
 - Temporary erosion control
 - Project SWPPP
 - Project Health and Safety Plan
 - Traffic Control and maintenance
 - Reseeding

GENERAL INFORMATION

This section describes the work and covers the basis for payment for all Work. Work performed, the equipment used, and the materials installed shall be in accordance with the Contract Documents.

The Contract price paid for each Bid Item shall constitute full compensation for furnishing all material, equipment and supplies; and performing all labor and operations for completion of Work as specified in the Contract Documents.

Construction required to complete the Work as specified in these Contract Documents, but not specifically mentioned in this Section, shall be considered incidental to those Bid Items for which payment is made.

The existing ground elevations and topographic features indicated have been provided by the Owner. The Contractor shall satisfy itself as to the current existing site conditions prior to disturbing the original ground.

No separate payment shall be made for work in the Contract Drawings that is not specifically enumerated in the pay items listed in the Technical Specifications, unless authorized in writing prior to the work being performed.

LIABILITY EXCLUSION

The City of Homer is not liable for damages or claims from damages arising from any Contractor’s performance or activities under the terms of this contract. The Contractor shall defend, indemnify, and hold harmless the City from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the City in connection with the performance of this contract; except those damages which may be caused by the sole negligence of the City.

CONSTRUCTION SCHEDULE

Notice of Intent to Award May 3, 2019
 Notice to Proceed May 14, 2019
 Construction Completion August 15, 2019

Contractor will be required to provide a detailed **Critical Path Method** project schedule to the City at the Pre-Construction Conference.

INSURANCE REQUIREMENTS

The Contractor shall provide the following types of insurance prior to starting work (see General Conditions - Article 6.18 – Insurance). All Insurance Certificates shall name “City of Homer, Alaska” and “The State of Alaska” as an additionally insured party. Contractor will also include a provision that the “Department of Transportation and Public Facilities” along with the “State of Alaska” not be liable for damages or claims from damages arising from any contractor’s performance or activities in connection with work.

1. <u>Worker’s Compensation</u>	<u>Minimum Limits</u>
Employer’s Liability and Workers’ Compensation as required by Alaska State Workers’ Compensation Statutes.	Statutory (no less than \$100K per occurrence)

U.S. Longshoremen & Harbor Workers’ (USL&H).

2. <u>Comprehensive General Liability</u>	<u>Minimum Limits</u>
Single Limit	\$1,000,000
Aggregate	\$2,000,000
<ul style="list-style-type: none"> • Bodily Injury & Property Damage Liability • Premises Operations • Blanket Contractual 	

- Broad Form Property Damage
- Personal Injury
- Independent Contractors

3. <u>Comprehensive Automobile Liability</u>	<u>Minimum Limits</u>
Bodily Injury and Property Damage, including All owned, hired and non-owned vehicles	\$1,000,000

ANTI-DISCRIMINATION REQUIREMENTS

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

ACCESS TO RECORDS AND PROJECT

The City and the State of Alaska shall have full access and the right to examine, excerpt, and copy any documents generated by the Contractor that relate to this project. Additionally, the City and the Department shall have unhindered access to the project site and all work performed in connection with this project.

Contractor shall provide access by the any of their duly authorized representatives of the City of Homer or the State of Alaska to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall retain all required records for three years after final payment and all other pending matters are closed.

VIOLATION AND BREACH OF CONTRACT

Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches contract terms or either party terminates for cause or convenience are contained in the General Conditions of the City of Homer Standard Construction Specifications 2011 which provide for such procedures, sanctions and penalties as may be appropriate. See Section 5.30, 5.31., 5.32, and 5.34 of the General Conditions and liquidated damages amount in the contract.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS OF EXECUTIVE ORDER 11246

Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

COMPLIANCE WITH STATE AND FEDERAL ENVIRONMENTAL REGULATIONS

Contractor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

QUALITY CONTROL

The City shall be responsible for the cost of project quality control testing for compaction, including scheduling and performing all tests, hiring qualified testing personnel, retaining approved certified testing laboratories, and payment of all costs associated with quality control testing for the project

CONSTRUCTION SURVEYING, AS-BUILT SURVEY AND RECORD DRAWINGS

Contractor shall provide all necessary surveying and layout to perform the work in the Contract Documents. Owner will provide the basis of control for all surveys, as shown on the construction drawings.

Contractor shall perform an as-built survey and prepare Record Drawings of the completed construction project. Refer to Homer Standard Construction Specifications Article 5.9, Construction Surveying, for additional surveying and Record Drawing requirements.

The cost of preparing the as-built survey shall be incidental to the Construction Survey bid item. The as-built survey shall include, but not be limited to, the following:

Re-establish any survey monuments or permanent control points damaged or lost during construction; identifying the northing, easting, and invert elevations of all piping and appurtenances, valves, catch basins, inlets and outlets manholes, and final grades of the constructed facilities. Improvements shall be located by lines and grade, using the established "basis of control" provided in the Contract Documents. The Drawings shall be prepared and stamped by a registered land surveyor (RLS) currently licensed by the State of Alaska.

The Record Drawings shall include, but not be limited to, the following:

Lines, grades, and details of all improvements, and the interface with the existing water system. Coordinates for all underground features such as piping, valves, manholes, catch basins, etc. The Record Drawings shall consist of a full size (22"x34") marked up in red reflecting any and all changes made from the original contract plan. Red-lined Drawings shall be submitted to the Engineer for review. The Record Drawings will not be considered complete until the Engineer issues final approval in writing.

ADOT STATE RIGHT-OF-WAY PERMITS

East End Road is a State right-of-way. Work within this right-of-way must conform to ADOT requirements. A utility/right-of way and a lane closure permit has been acquired and the plans

reflect the conditions under which the utility work must be completed. The City will help the Contractor interpret the permit conditions as the work is completed; and facilitate communication with ADOT personnel to assure compliance with the standards set by ADOT.

MODIFICATIONS TO GENERAL PROVISIONS

Article 5.25 - Unusual Work Hours

The noise level from work completed before 8:00 AM and after 8:00 PM cannot exceed 75 db at a distance of 50 feet.

Article 6.7 - Traffic

The Contractor will employ a Worksite Traffic Supervisor certified by ATSSA or IMSA, in accordance with the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, Section 643-1.04.

Article 6.8 - Barricades, Warning Signs, and Flagmen

All flagmen are to be certified in accordance with the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, Section 643-3.04.

Article 6.10 – Air and Water Pollution Laws

The Contractor is responsible for protecting the waters of the United States as required by the Clean Water Act. The Contractor shall be responsible for completing work as described below:

- 1) Implement nominal/basic erosion control measures and construct a silt fence, wattles or other approved sediment control improvement immediately adjacent to the work.

Article 6.13 - Utilities

The Contractor shall protect all overhead and underground utilities as provided for in Article 6.13 of CHSCS 2000.

The City will be responsible for paying any costs associated with HEA/ACS/GCI/Enstar work required to stabilize exposed underground facilities and any relocation of existing utilities that may be required. The Contractor is responsible for coordinating with each utility and the City to accomplish the work, coordinate work scheduling, and minimizing adverse impacts to private utilities within the work area.

BASIS OF MEASUREMENT AND PAYMENT

This section describes the work and covers the basis for measurement and payment for all Work. Work performed and the materials and equipment installed shall be in accordance with the Contract Documents.

The Contract price paid for each Bid Item shall constitute full compensation for furnishing all material, equipment and supplies; and performing all labor and operations for completion of Work as specified in the Contract Documents.

The existing ground elevations and topographic features indicated have been provided by the Owner. The Contractor shall satisfy itself as to the current existing site conditions prior to disturbing the original ground.

No separate payment shall be made for work in the Contract Drawings that is not specifically enumerated in the pay items listed in this section. All work not specified in these pay items shall be considered incidental to other items of work.

CONTRACTOR'S REQUEST FOR PAYMENT

To Be Completed By Contractor

To Be Completed By Engineer
If Adjustment Recommended

Owner: _____

Contractor: _____

Project: _____

City of Homer PO# _____

NO: _____ Period: _____

Contract No.: _____ Page _____ of _____

Project # _____

Original Contract Amount \$ _____

Amount Of Approved Change Orders \$ _____
Authorized Contract Amount \$ _____ (add or subtract)

Bid Items Completed to Date \$ _____
Change Orders Completed to Date \$ _____
Materials on Hand \$ _____

Total Amount Completed To Date \$ _____

Contract Retainage Amount _____ % \$ _____
This Request _____ % \$ _____ (add or subtract)

Total Amount Due to Date: \$ _____
Less Previous Payments: (subtract) \$ _____
Amount Requested This Period \$ _____

We hereby represent that the above is a true estimate of work completed under the above contract to date and hereby release the Owner from any claims for materials or labor furnished to expense included in requests for payment to date, except for integrated units of construction partially completed for which no request for payment has been made.

CONTRACTOR: _____ Date: _____

By: _____ TITLE: _____

Quantities Verified: _____ Date: _____

Resident Engineering Representative

Request Verified: _____ Date: _____

Project Engineer

Payment Approved \$ _____ ORD. (RES) NO. _____

Owner's Official: _____ Date: _____

RECOMMENDED FOR PAYMENT:

Public Works Director

