

**INVITATION TO BID**  
**By the City of Homer, Alaska**  
**For Construction of the**  
**Homer Seawall Revetment Project**

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Sealed Bids for construction of the Homer Seawall Revetment Project will be received by the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603 until **2:00 p.m. Thursday, September 17, 2020**, at which time they will be publicly opened and read. Bids received after the time fixed for receipt of the Bid 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>

**For Bid Plans and Specifications contact:**

City Clerk  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
(907) 235-3130

The project consists of furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to perform the project in accordance with the plans and specifications. The work includes, but is not limited to the following:

Furnishing and placing geotextile filter fabric, bedding stone and armor stone along 1700 LF of an existing fiberglass sheetpile seawall near the base of the Homer Spit, Homer, Alaska.

**A Pre-Bid meeting will be held at 1:00 PM, Tuesday September 8, 2020** at the City Hall Cowles Council Chambers located at 491 East Pioneer Avenue (masks will be available). Connect virtually at Zoom.us or dial 1-253-215 8782 or 877-853-5247 and use Meeting ID: 975 2358 9065 Passcode: 043562

**Please direct all questions regarding this project to:**

Janette Keiser  
Public Works Director  
(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 (\$130 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 28<sup>th</sup> of August, 2020

City of Homer



Robert Dumouchel, City Manager



# INSTRUCTIONS TO BIDDERS

## City of Homer, Alaska

### Homer Seawall Revetment Project

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

The following subjects are discussed herein to assist you in the preparation of your bid.

- I. Introduction
- II. Scope of Services
- III. General Bidding Requirements
- IV. The Bid Package
- V. Tentative Project Schedule
- VI. Instructions to Bidders
- VII. Labor Rates
- VIII. American Iron & Steel
- IX. Disadvantaged Business Enterprises Requirements
- X. Equal Employment Opportunity Requirements

#### **I. Introduction**

The City of Homer requests bids for the construction of the Homer Seawall Revetment Project. The purpose of this project is to place armor rock against an existing seawall to protect the seawall from scour.

All work activity associated with the project shall be completed by March 1, 2021.

#### **II. Scope of Services**

The proposed work is located within the limits of the City of Homer and is illustrated on the plans entitled Construction Drawings for City of Homer Seawall Revetment.

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 furnishing and placing geo textile filter fabric, bedding stone and armor stone along 1700 LF of an existing fiberglass sheeppile seawall near the base of the Homer Spit, Homer, Alaska.

### III. General Bidding Requirements

The work must be performed by a Contractor skilled and regularly engages in the type of work called for under the Contract. Bidders must have a current contractor's license issued by the State of Alaska. The license must apply to the work described in the Invitation.

This project is funded through an Alaska Department of Environmental Conservation ("ADEC") Division of Water Drinking Water Revolving Loan Fund and City of Homer Accelerated Water and Sewer Fund ("HAWSP"). The City's local bidder preference requirements do not apply to this contract. State and Federal prevailing wage rates (whichever is higher) will apply. MBE/WBE goals and Buy American Iron and Steel Provisions are in affect.

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 website. 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, responsible bidder.

**Performance and Payment bonds** in the amount of 100 percent (100%) of the bid amount are required.

Bids must be submitted on the Bid Form and be received by **2:00 p.m., Thursday, September 17, 2020**, 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.

A Pre-Bid Conference will be held Tuesday, September 8, 1:00 PM at the Homer Airport Terminal. Masks will be required.

A Site Visit will be conducted immediately following the meeting.

### IV. The Bid Package

**The City of Homer requires a two-part Bid Package, Part A and Part B. Each portion of the Bid Package must be submitted in separate envelopes, which shall be combined into one single Bid Package, marked with the name of the project and the time/date of the bid opening.**

**At the bid opening, Part B is opened first and must be complete or Part A will not be opened and the bid will be rejected.**

**Part A** of the bid contains:

- a. Bid Form
- b. Bid Bond

Part A must be submitted, as part of the Bid Package, in a separate envelope marked Part A.

**Part B** of the bid contains:

- a. Equal Employment Opportunity Statement of Acknowledgement form
- b. Equal Employment Opportunity Clause form
- c. EEO-1 Certification form
- d. Addenda Acknowledgment form
- e. If signature on the Bid is by an agent, other than an Officer of a Corporation, of a member of a Co-partnership, a Power of Attorney must either be submitted in Part B.
- f. Certification by Bidder of Compliance w/ the Use of American Iron and Steel Law form
- g. Disadvantage Business Enterprises (Minority and Women-Owned Business Enterprises) Compliance Statement form

Part B must be submitted, as part of the Bid Package, in a separate envelope marked Part B.

**V. Tentative Project Schedule**

- |                                  |                            |
|----------------------------------|----------------------------|
| • Pre-bid Conference             | September 8, 2020 1:00 PM  |
| • Bids Opened                    | September 16, 2020 2:00 PM |
| • Bidder Evaluation              | September 17 – 30, 2020    |
| • Recommendation to City Council | October 12, 2020           |
| • Approval by AK DEC             | November 12, 2020          |
| • Contract Execution             | November 13, 2020          |
| • Notice to Proceed              | November 13, 2020          |
| • Contract Completion            | March 1, 2021              |

**VI. Instructions to Bidders**

The City of Homer intends to award the contract to the lowest responsive, responsible bidder but reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the bids or bid process, 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 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.

Once bids are opened, the apparent low bidder will be required to submit a Contractor's Questionnaire, which the City will use to evaluate bidder responsibility.

## **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 its Bid, each prospective Bidder shall familiarize itself with the work, labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate their observations with the requirements of the Contract Documents and otherwise satisfy themselves 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.

Each Bidder shall visit the site of the Work and completely inform themselves 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 to the Office of the Director of Public Works in writing. 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 (5) calendar 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.

**The Bid shall acknowledge receipt of all Addenda on the Addendum Form, which shall be properly signed by the Bidder and placed in Part B.**

It shall be the Bidder's responsibility to inquire as to addenda issued. **Failure to include the Addenda Form in Part B of the Bid Package shall result in the Bid being rejected as non-responsive.**

#### **E. Bid Bond**

Each Bid shall be accompanied by a Bid Bond duly completed on the suggested form provided by a guaranty company authorized to conduct 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 Part A of the Bid Package 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. 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 submitted in Part B of the Bid; otherwise, the Bid 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.

Bid Packages, containing separate envelopes for Part A and Part B of the bid, 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 the Bid title and date of Bid opening is on the lower left-hand corner of the Bid Package.** The City is not responsible for the premature opening of, or failure to open, a bid not properly addressed and identified.

No consideration will be given by the City to a claim or 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 Bid Packages 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 package.

## **VII. Labor Rates**

### **A. State Labor Rates.**

This project is covered by the State of Alaska Title 36 Laborer's and Mechanic's Minimum Rate of Pay (AS 36.05.010 & 36.05.050) Pamphlet No. 600, Issue 41, Effective September 1, 2020. 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

### **B. Federal Labor Rates.**

This project is funded, in part, by the U.S. Department of Environmental Protection and as such federal prevailing wages apply if they are higher than the State of Alaska's prevailing wages. Federal Wage Determinations are include herein.



## **VIII. American Iron and Steel**

Any iron and steel products used in the project must be produced in the United States, unless a waiver is requested and received.

Waivers will only be granted if:

- a. It is inconsistent with the public interest;
- b. Iron and steel products not produced in the United States are not available in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. Inclusion of iron and steel produced in the United States will increase the cost of the overall Project by more than 25 percent;

Conservation by the City, which then forwards the request to the US Environmental Protection Agency (“EPA”) for consideration. EPA will make a copy of the request, and information available to the Administrator concerning the request, available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding.

Bidders shall complete and submit, with Part A of its bid, the ***Certification By Bidder of Compliance With The Use of American Iron And Steel Law.***

## **IX. Disadvantaged Business Enterprises Requirements Apply**

To be eligible for award of this contract, a bidder must execute and submit as part of its bid, a statement of compliance with the Disadvantaged Business Enterprises requirements. See the Compliance Statement contained herein.

## **X. Equal Employment Opportunity Requirements Apply**

Bidders must submit forms related to Equal Employment Opportunity with their bids, including:

- Equal Employment Opportunity Statement of Acknowledgement form
- Equal Employment Opportunity Clause
- EEO-1 Certification



**CONTRACTOR'S QUESTIONNAIRE  
NOTICE TO CONTRACTORS**

Prior to Award, this questionnaire shall be completely filled out for the project upon which a bid is submitted.

**A. FINANCIAL**

1. Have you ever failed to complete a contract on account of insufficient resources? \_\_\_\_\_
  
2. Have you made sufficient arrangements to finance the work? \_\_\_\_\_  
If so, with whom and for what amount? \_\_\_\_\_  
\_\_\_\_\_
  
- If so, with what company? \_\_\_\_\_

**B. EQUIPMENT**

1. Set forth below the equipment which you have available for the work, which you propose to do. This equipment should be listed in detail (General statements will not be accepted).

NO.	ITEMS	TYPE	SIZE/CAPACITY	PRESENT VALUE

2. Do you thoroughly understand that in case the contract is awarded to you, you may be required to use any or all of the equipment listed on the work covered by this contract? \_\_\_\_\_
  
3. Do you propose to purchase any equipment for use on this project should contract be awarded to you? If so, state type, quantity and approximate cost.  
\_\_\_\_\_
  
4. Do you propose to rent any equipment for this work? \_\_\_\_\_  
If so, state type, quantity, and reason for renting. \_\_\_\_\_  
\_\_\_\_\_
  
5. Have you made contracts or received firm offers for all necessary materials

with the prices used in preparing your proposal? \_\_\_\_\_

6. Do you intend to plan to subcontract any of the work? \_\_\_\_\_  
If so, what types or portions of the work. \_\_\_\_\_

Approximate value \$\_\_\_\_\_ Percent of total bid \_\_\_\_\_

**C. EXPERIENCE**

1. How many years has your organization been in business as a general contractor under your present business name? \_\_\_\_\_

2. How many years' experience in construction work has your organization had:

a) as a General Contractor \_\_\_\_\_.

b) as a Subcontractor \_\_\_\_\_.

3. List previous contracts you have completed of a similar nature to this proposed contract:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

e) \_\_\_\_\_

4. List projects which you currently have under contract or expect to have under contract during the life of this contract:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

Use additional sheets as necessary.

5. List your staff you plan to use on this project and the position they will fill for this project (include managerial and clerical personnel that will provide support services).

**STAFF MEMBER**

**POSITION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT**

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

Insert Contractor Name

---

Hereinafter called the "Contractor".

### **I. CONTRACT DOCUMENTS**

The Contractor, in consideration of the sum to be paid by the City agrees to furnish all materials, tools, labor, machinery and appurtenances to perform the work set forth in the Contract documents, including:

- a. Signed copy of the Bid;
- b. Performance Bond;
- c. Payment Bond;
- d. The 2011 Homer Standard Construction Specifications;
- e. All Addenda, totaling \_\_\_\_\_;
- f. The drawings which consist of \_ sheets titled Construction Drawings for City of Homer Seawall Revetment;
- g. Minority and Women-owned Business Enterprises Report of Participation

Said Contract Documents are fully and completely incorporated as part of the Contract 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 in the Contract Documents and to make such payments upon the Contractor's invoicing as approved by the City.

### **II. CONTRACT COMPLETION TIME**

The Contractor agrees to complete the Project, in all respects on or before March 1, 2021.

### **III. CONTRACT AMOUNT**

\$ \_\_\_\_\_  
In Numbers

\$ \_\_\_\_\_  
In Words

**IV. 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 the entire 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 \_\_\_\_\_, 2020.

CITY OF HOMER

By: \_\_\_\_\_  
Robert Dumouchel

Title: City Manager

CONTRACTOR

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL 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 an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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 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 an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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 her Power-of-Attorney as evidence of her authority.

## Special Provisions

The following Special Provisions amend the City of Homer's Standard Construction Specifications 2011 Edition.

### SP-1

#### Article 2.3 Preparation for Bids

Add the following documents to Part B:

- a. Equal Employment Opportunity Statement of Acknowledgement form
- b. Equal Employment Opportunity Clause form
- c. If signature on the Bid is by an agent, other than an Officer of a Corporation, of a member of a Co-partnership, a Power of Attorney must either be submitted in Part B.
- d. Certification by Bidder of Compliance w/ the Use of American Iron and Steel Law form
- e. Disadvantage Business Enterprises (Minority and Women-Owned Business Enterprises) Compliance Statement form

### SP-2

#### Article 2.5 Bids to Remain Open

Change the number "thirty (30)" days to read "sixty (60)" days.

### SP-3

#### Article 3.6(e) Local Bidder Preference

Delete this section as it does not apply to this contract.

### SP-4

#### Article 5.9 Construction Surveying by the Contractor

Delete the existing language and replace with the following:

*"The Owner will provide construction staking"*

### SP-5

#### Article 5.19 Easements and Rights-of-Way

Add the following language:

*"The City is in the process of acquiring maintenance easements from the affected property owners. Copies of the easements will be made available to the Contractor as they are executed."*

**SP-6**

**Article 5.30 Time of Completion of the Work and Extension of Time Limit Including Liquidated Damages**

In the 8<sup>th</sup> paragraph, delete the number “\$350” and insert “\$500”.

**SP-7**

**Article 6.12 Use of Explosives**

Delete the existing sentence and substitute the following,

*“The City understands that explosives may be required to manufacture the armor rock. The Contractor shall comply with applicable safety regulations to protect its workers and the public.”*

**SP-8**

**Article 6.21 State of Alaska Prevailing Wage Scale**

Add the following sentence to the first paragraph:

*“This contract is also subject to federal prevailing wages. The Contractor shall pay whichever rate, the state or the federal prevailing wage rate, is higher.”*

**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@eoc.gov](mailto:el.techassistance@eoc.gov)

**PART C.**

\_\_\_\_\_  
Signature of Authorized Representative of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

(\_\_\_\_\_)\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Contract Number



- Joint Reporting Committee
- Equal Employment Opportunity Commission
  - Office of Federal Contract Compliance Programs (Labor)

# EQUAL EMPLOYMENT OPPORTUNITY

## EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100  
REV. 01/2006

O.M.B. No. 3045-0007  
EXPIRES 01/2009  
100-214

### Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1)  Single-establishment Employer Report

Multi-establishment Employer:

(2)  Consolidated Report (Required)

(3)  Headquarters Unit Report (Required)

(4)  Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5)  Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) \_\_\_\_\_

### Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

OFFICE  
USE  
ONLY

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

a.

Address (Number and street)

b.

City or town

State

ZIP code

c.

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

d.

Address (Number and street)

City or Town

County

State

ZIP code

e.

b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)

f.

c. Was an EEO-1 report filed for this establishment last year?  Yes  No

### Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes  No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes  No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes  No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.





**Section D-EMPLOYMENT DATA**

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)															Total Col A - N
	Race/Ethnicity															
	Hispanic or Latino		Not-Hispanic or Latino													
	Male	Female	Male						Female							
White			Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers 1.1																
First/Mid-Level Officials and Managers 1.2																
Professionals 2																
Technicians 3																
Sales Workers 4																
Administrative Support Workers 5																
Craft Workers 6																
Operatives 7																
Laborers and Helpers 8																
Service Workers 9																
<b>TOTAL</b> 10																
<b>PREVIOUS YEAR TOTAL</b> 11																

1. Date(s) of payroll period used: \_\_\_\_\_ (Omit on the Consolidated Report.)

**Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)**

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

**Section F - REMARKS**

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

**Section G - CERTIFICATION**

Check 1  All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)  
 one 2  This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including Area Code and Extension)	Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001



**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.

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*The \_\_\_\_\_ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of 4.74% participation (with a good faith effort of 3.26% MBE and 1.48% WBE, Effective October 1, 2019 thru September 30, 2022) 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**

**DISADVANTAGE BUSINESS ENTERPRISES  
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)  
REPORT OF PARTICIPATION**

Project Name \_\_\_\_\_ RFP/Contract No. \_\_\_\_\_

Company Name \_\_\_\_\_ Prepared By \_\_\_\_\_

The successful bidder/proposer must complete and submit this form after bid time, but prior to contract award. Please list below the name and address of each DBE (MBE/ WBE) subcontractor who will perform work under this contract, along with the contracted amount that will be applicable to the goal. Indicate whether the firm is MBE or WBE, and include your own firm if MBE/WBE eligible. A proposal submitted without adequate MBE/WBE participation or showing of good faith efforts to achieve such participation can render the bid proposal non-responsive. One copy of each executed MBE/WBE subcontract must be provided to the City by the successful prime contractor. Any changes to the list below must have prior approval by the City. Please note, if the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.

Firm Name	AK Contractor's License No.	Contact Name & Phone No.	Type of Work	Contract Amount	MBE/WBE
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____

Contract(s) Total: \$ \_\_\_\_\_ MBE/WBE Goal: \_\_\_\_\_ % Achieved: \_\_\_\_\_ % = \$ \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_



**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DISADVANTAGE BUSINESS ENTERPRISES  
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)  
CONTACT DOCUMENTATION**

**Project Name** \_\_\_\_\_ **RFP/Contract No.** \_\_\_\_\_

**Company Name** \_\_\_\_\_ **Authorized Signature/Title** \_\_\_\_\_

This form is provided for your convenience to document your efforts in meeting DBE (MBE/WBE) utilization goals. You may use additional sheets if needed. If you do not meet the MBE/WBE goal, you may return this form, or other supporting documentation (explanations, advertising notices, solicitations, etc.) with your MBE/WBE Report of Participation.

**Firm** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Type of Work** \_\_\_\_\_ **Bid Amount \$** \_\_\_\_\_  
**Dates of Contact** \_\_\_\_\_  
**Method of Contact** \_\_\_\_\_  
**Contact's Name** \_\_\_\_\_  
**Results of Contact** \_\_\_\_\_  
**If rejected, why** \_\_\_\_\_

**Firm** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Type of Work** \_\_\_\_\_ **Bid Amount \$** \_\_\_\_\_  
**Dates of Contact** \_\_\_\_\_  
**Method of Contact** \_\_\_\_\_  
**Contact's Name** \_\_\_\_\_  
**Results of Contact** \_\_\_\_\_  
**If rejected, why** \_\_\_\_\_

**Firm** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Type of Work** \_\_\_\_\_ **Bid Amount \$** \_\_\_\_\_  
**Dates of Contact** \_\_\_\_\_  
**Method of Contact** \_\_\_\_\_  
**Contact's Name** \_\_\_\_\_  
**Results of Contact** \_\_\_\_\_  
**If rejected, why** \_\_\_\_\_





# Alaska Revolving Fund Program

## Davis Bacon Wage Rate Requirements: Municipal Borrowers

With respect to the Clean Water and Safe Drinking Water State Revolving Funds (CWSRF and DWSRF), EPA provides capitalization grants to each State which in turn provides loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring borrowers' compliance with the wage rate requirements set forth herein, those borrowers shall have the primary responsibility to maintain payroll records and for compliance verification.

The following terms and conditions specify how borrowers of the Alaska State Revolving Fund (SRF) Program will meet Davis-Bacon (DB) requirements. Please contact the SRF Program at [srf.eng@alaska.gov](mailto:srf.eng@alaska.gov) or 907-269-7502 with any questions related to applying DB to SRF projects.

### 1) Applicability of the Davis- Bacon (DB) prevailing wage requirements:

- a) DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Alaska CWSRF and to any construction project carried out in whole or in part by assistance made available by a Alaska DWSRF. If a borrower encounters a unique situation at a site that presents uncertainties regarding DB applicability, the borrower must discuss the situation with the SRF Program<sup>1</sup> before authorizing work on that site.

### 2) Obtaining Wage Determinations:

- a) Borrowers shall obtain the wage determination at <https://beta.SAM.gov> for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract. If the borrower is a privately-owned utility, they must submit their wage determinations to the SRF Program for approval prior to including in any solicitation documents.
  - (1) While the solicitation remains open, the borrower shall monitor weekly to ensure that the wage determination contained in the solicitation remains current. The borrowers shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation.
  - (2) If the borrower does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the SRF Program, at the request of the borrower, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The borrower shall monitor on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- b) If the borrower carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a

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<sup>1</sup> For the purposes of clarity, this document refers to the State Revolving Fund Program where Federal guidance references the recipient.

solicitation, the borrower shall insert the appropriate DOL wage determination into the ordering instrument.

- c) Borrowers shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a borrower's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the borrower shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The borrower's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

**3) Contract and Subcontract provisions (Full and complete language can be found in 29 CFR 5.5):**

- a) The SRF Program shall insure that the borrower<sup>2</sup> shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds. See Department of Labor Code of Federal Regulations Chapter 29, Subpart A, Section 5.5 ([29 CFR 5.5](#)) for additional information.

(1) Minimum wages:

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination

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<sup>2</sup> For the purposes of clarity, this document refers to the borrower where the Federal guidance refers to sub-recipient.

(including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The borrower, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is utilized in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the borrower agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the borrower to the State award official. The State award official will transmit the request to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the borrower do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding: The borrower, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records:
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the borrower. Such documentation shall be available on request of the SRF Program or EPA. As to each payroll copy received, the borrower shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the borrower for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the borrower.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i), and that such information is correct and complete;
  2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
  3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 of the United States Code (18 USC1001) and 18 USC 231.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees:

(i) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - (iii) Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
  - (6) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
  - (7) Contract termination and debarment: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
  - (8) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
  - (9) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set

forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and borrower, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility:

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**Contract Provision for Contracts in Excess of \$100,000:**

- b) **Contract Work Hours and Safety Standards Act:** The borrower shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - (1) **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) **Violation, liability for unpaid wages and liquidated damages:** In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
  - (3) **Withholding for unpaid wages and liquidated damages:** The borrower, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor



or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- c) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Alaska SRF Program and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **4) Compliance Verification**

- a) The borrower shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The borrower must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available on the Alaska SRF webpage (<http://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund>) or from EPA on request.
- b) The borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Borrowers must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.
- c) Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence. The borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the borrower should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the

examinations the borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- d) The borrower shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Items 5(b) and (c) above.
- e) Borrowers must immediately report potential violations of the DB prevailing wage requirements to the SRF DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.



**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.”



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

**CERTIFICATION BY THE OWNER**  
OF COMPLIANCE WITH THE  
**USE OF AMERICAN IRON AND STEEL LAW**  
enacted on 1/17/2014

*(To be completed by the duly authorized Utility System representative and provided to the Municipal Grants & Loans (MGL) Program prior to start of construction.)*

We, the Owner (Utility System) named, \_\_\_\_\_, having obtained a loan from the State of Alaska Clean/Drinking Water State Revolving Fund, to fund the Project named \_\_\_\_\_, and identified as Project # \_\_\_\_\_ hereby submit to the MGL Program, certification from each contractor working on the Project that the use of American Iron and Steel in the construction of the Project complies with the law, or that a waiver has been obtained from the U.S. Environmental Protection Agency.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

Attachment: Certification by Owner





**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. \_\_\_\_\_

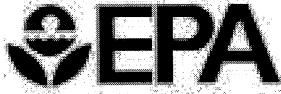
Such process took place at the following location: \_\_\_\_\_(address)

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



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 judgement 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.

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Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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





**Base Bid**

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Mobilization/Demobilization	LS	1		
2	Armor Stone and Bedding Stone Gradation Tests	EA	7		
3	Armor Stone and Bedding Stone Quality Tests	EA	7		
4	Primary Armor Stone	CY	3590		
5	Bedding Stone	CY	600		
6	Geotextile Filter Fabric	SY	2390		
Total Project:					