

INVITATION TO BID
By the City of Homer, Alaska
For the Paving of the Homer Harbor's
Commercial Barge Ramp & Spit ADA Parking Pads

Sealed Bids for construction of the Homer Harbor Commercial Barge Ramp & Spit ADA Parking Pads Project will be received by the Office of the City Clerk, City of Homer 491 E. Pioneer Avenue, Homer, Alaska 99603 until **2:00 p.m. on Tuesday, June 15, 2021**, 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 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 to be considered responsive.

A pre-bid conference will be held at 2:00 p.m. on Thursday, May 27, 2021 in the Cowles Council Chambers located at City Hall 491 E Pioneer Avenue Homer, Alaska 99603. A Site Visit will immediately follow.

An electronic copy of the Bid Documents and Plan Holder Registration form are available online at <https://www.cityofhomer-ak.gov/rfps>. Paper copies of the Bid Documents may be purchased at the Office of the City Clerk upon payment of \$10 per set (\$15 for priority mail delivery). All fees are non-refundable.

For Bid Plans and Specifications contact: City Clerk's Office, City of Homer 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:

- I. Paving of 10 handicapped parking locations in Harbor lots, striping said parking pads and installing signage as required by the 2010 ADA accessible design standards. Signs will be provided by the City of Homer.
- II. Patch breaks in the asphalt at the lower end of the commercial barge ramp, and near the middle of the ramp west side of the ramp. The existing asphalt must be saw cut to smooth out the edges. Approximately 240 square feet of asphalt will be needed to patch both breaks.

Please direct all questions regarding this project in writing to: Janette Keiser, PE, Public Works Director Public Works Dept. City of Homer 3575 Heath Street, Homer, Alaska 99603 jkeiser@ci.homer.ak.us (907) 435-3141

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 respondent that best meets the selection criteria and the City's needs.

Dated this 7th of May, 2021.

City of Homer



Robert Dumouchel, City Manager

Publish: Homer News May 13, 20, 2021

Peninsula Clarion May 13, 20, 2021

Ad#21-041

Fiscal Note: 156-0600-5227

INSTRUCTIONS TO BIDDERS
City of Homer, Alaska

ADA Parking Pad & Commercial Barge Ramp Repaving

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. Equal Opportunity Employment Certification

I. Introduction

The City of Homer requests bids for:

Scope A. The paving and striping of 10 pads in City owned parking lots in the Harbor. These pads correspond to the handicapped parking spaces in each parking lot.

Scope B. The removal of current asphalt on, and repaving of, the commercial barge ramp at the Harbor.

The purpose of part (A) of this project is to bring the handicapped parking spaces in the harbor into compliance with the Americans with Disabilities Act (ADA).

The purpose of part (B) of this project is to repair the paving on the commercial barge ramp so that it is safer to use.

All work activity associated with the project shall be completed by October 30, 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 Site Map for City of Homer ADA Parking Pads and Commercial Barge Ramp Repaving.

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:

Scope A. Paving and striping all 10 of the parking pads designated in the site map to standards consistent with all state and federal regulations, including the ADA. Asphalt used will be HMA type II; class A. The contractor must also install appropriate signage, which will be provided by the City of Homer.

Scope B. Patch breaks in the asphalt at the lower end of the commercial barge ramp, down to 3 feet below mean high water, and near the middle of the ramp west side of the ramp. The existing asphalt must be saw cut to smooth out the edges. 200 square feet of 4 inch thick asphalt will be needed to patch the lower break and 40 square feet of 2 inch thick asphalt will be needed to patch the middle break. All asphalt should be HMA type II; class A.

III. General Bidding Requirements

The work must be performed by a Contractor skilled and regularly engaged 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. The City's local bidder preference requirements apply to this contract. State prevailing wage rates will apply.

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 \$10 per set (\$15 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.

Bids must be submitted on the Bid Form and be received by **2:00 p.m. on Tuesday, June 15, 2021**, at the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska, 99603. A bid bond is **not** required.

A Pre-Bid Conference will be held at **2:00 p.m. on Thursday, May 27, 2021** in Cowles Council Chamber located at City Hall 491 E Pioneer Ave. Homer, Alaska 99603. 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 labeled as such, which shall be combined into one single sealed envelope to create the Bid Package. The envelope shall be marked with the name of the project and the time/date of the bid opening and addressed to the City Clerk's Office.

At the bid opening, Part B will be 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

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. Addenda Acknowledgment form
- b. If signature on the Bid is by an agent other than an Officer of a Corporation, a member of a partnership, or a Power of Attorney documents to the signing authority must be submitted in Part B.
- c. EEO-1 Certification
- d. Equal Employment Opportunity Statement of Acknowledgement form
- e. Equal Employment Opportunity Clause (Form included with instructions to bidders)

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 | May 27, 2021 |
| • Bids Due | June 15, 2021 |
| • Notice of Intent to Award | June 16, 2021 |
| • Recommendation to City Council | June 28, 2021 |
| • Notice to Proceed | June 29, 2021 |
| • Pre-Construction Meeting | July 6, 2021 |
| • Start Construction | July 12, 2021 |
| • Contract Completion | October 30, 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. Local bidder preference will apply when determining the lowest bidder for this project.

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.

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 delivered electronically to all parties recorded by the City Clerk's Office on the Plan Holder's List as having received the Bid 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 Bidder 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. Return of Bid Guarantee (If Applicable)

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.

F. 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.

G. 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 City Hall 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 envelope shall have the Bid title and date of Bid opening 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 considered responsive and shall not be considered.

VII. Labor Rates

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.

VIII. Equal Opportunity Employment

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

- Equal Employment Opportunity Statement of Acknowledgement form
- Equal Employment Opportunity Clause p(Form included with instructions to bidders)
- EEO-1 Certification

Special Provisions Barge Ramp

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

SP-1: Section 10.04

Add new **Article 4.6** which shall read as follows:

"The project scope will be defined as such:

Scope A. Paving and striping all 10 of the parking pads designated in the site map to standards consistent with all state and federal regulations, including the ADA. Asphalt used will be HMA type II; class A. The contractor must also install signage which will be provided by the City of Homer.

Scope B. Patch breaks in the asphalt at the lower end of the commercial barge ramp, down to 3 feet below mean high water, and near the middle of the ramp west side of the ramp. The existing asphalt must be saw cut to smooth out the edges. 200 square feet of 4 inch thick asphalt will be needed to patch the lower break and 40 square feet of 2 inch thick asphalt will be needed to patch the middle break. All asphalt should be HMA type II; class A."

SP-2: Section 10.03, Article 3.6

Add the following language:

"The City reserves the right to award either scope, or only Scope A, or only Scope B to any given contractor as the City determines is in its best interests."

SP-3: Article 5.23

Change existing language to:

"From time of commencement of the work to the time of completion, the work shall be prosecuted vigorously and as continuously as allowed by tides and always in accordance with a schedule which will insure completion within the specified time limit."

SP-4: Article 5.25

Add the following language;

"All work for Scope B will be scheduled with the Harbor Director to avoid barge schedules."

SP-5: Article 5.28

Add the following language:

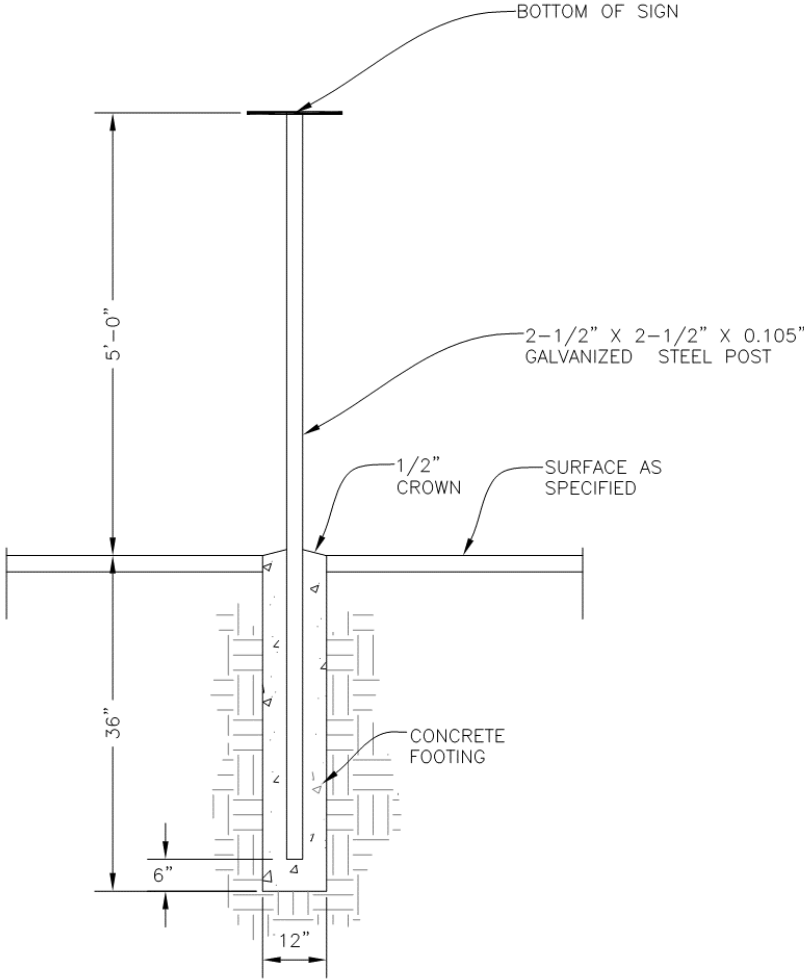
“The contractor may only work on Scope B when tides are at A -3 or lower.”

SP-6: Article 7.3

Add the following language:

“Payment will be by lump sum for the designated items on the bid form unless specifically designated otherwise on the bid form. Language referring to unit prices in the City of Homer 2011 Standard Construction Specifications will not apply.”

SP-7: Add Figure 700.12



Notes:

- 1. Signs shall be placed according to the above drawing.
- 2. All new signs, bases and signposts needed will be provided by the City.

BID FORM

All sites mentioned on this form are shown on the site map.

Bid Item	Bid Price in Words	Bid Price in Number
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Scope A

Mobilization & Demobilization		\$
Site 1 Parking Pad		\$
Site 2 Parking Pad		\$
Site 3 Parking Pad		\$
Site 4 Parking Pad		\$
Site 5 Parking Pad		\$
Site 6 Parking Pad		\$
Site 7 Parking Pad		\$
Site 8 Parking Pads		\$
Site 9 Parking Pad		\$

Scope B

Mobilization & Demobilization		\$
Repair of Commercial Barge Ramp		\$

Scope A Bid \$ _____

Scope B Bid \$ _____

Total Bid \$ _____

Name of Company _____

Address of Company _____

Signature of Company Representative _____ Date _____

Printed Name of Company Representative _____

Phone#/Email _____

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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

CONSTRUCTION CONTRACT

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”;

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) Invitation to Bid
- b) The signed copy of the Bid
- d) The 2011 Homer Standard Construction Specifications
- e) All Addenda, totaling _____
- f) The drawings which consist of 7 sheets titled ADA Parking Pads & Commercial Barge Ramp Site Map

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 by **October 30, 2021.**

III. CONTRACT AMOUNT

\$ _____
In Numbers

\$ _____
In Words

IV. LIQUIDATED DAMAGES

Liquidated damages in the amount of **\$350.00** 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 _____, 2021.

CITY OF HOMER

By: _____

Title: Robert Dumouchel, City Manager

CONTRACTOR

(Contractor)

By: _____

Title: _____

Project Schedule

Homer Harbor Commercial Barge Ramp & ADA Parking Spots Paving Project

Advertise	Homer News Peninsula Clarion	May 13 th , May 20 th May 13 th , May 20 th
Pre-Bid Site Meet – Cowles Council Chambers followed by Site Visit		May 27 th @ 2:00 p.m.
Bids Due		June 15 th @ 2:00 p.m.
Notice of Intent to Award		June 16 th
Council Award		June 28 th
Notice to Proceed		June 29 th
Pre-Construction Meeting		July 6 th
Start Construction		July 12 th
Construction Complete		October 30 th

