

**ADDENDUM NO. 3**  
**TO THE BID DOCUMENTS**  
**Tasmania Court Water Main Extension**  
**CITY OF HOMER, ALASKA**

**Addendum Issue Date:** Tuesday, August 24, 2021

**Bid Submittal Date:** Thursday, October 28, 2021 @ 2:00 p.m.

**Previous Addenda Issued:** Two (2)

**Issued By:** Janette Keiser, PE  
Public Works Director  
City of Homer

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**Notice to Bidders:**

Bidders must **acknowledge receipt of this addendum** by including the Addenda Acknowledgement Form with the bid.

Bidders are required to acknowledge each addenda separately on the Addenda Acknowledgement Form. Any bids received without acknowledgment of addenda may be rejected prior to evaluation.

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The Bid Documents for the above project are amended as follows (all other terms and conditions remain unchanged):

The bid submittal date has been extended.

The following amended documents are attached to reflect the modified project schedule.

- 1. Instructions to Bidders**
- 2. Project Schedule**
- 3. Contract page 1**

**INSTRUCTIONS TO BIDDERS**  
**City of Homer, Alaska**  
**Tasmania Court Water Main Extension**

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
- IX. EPA Debarment Certification
- X. American Iron and Steel

**I. Introduction**

The City of Homer requests bids for the Tasmania Court Water Main Extension Project. The purpose of this project is to bring City water to 11 parcels along Tasmania Court.

All work activity associated with the project shall be completed by August 30, 2022.

**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 Tasmania Court Water Main Extension.

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:

- Excavation required to bury a new water main at a depth of 7 feet and expose the existing water main connection so that the new water main can be connected to it.
- Installation of 940 feet of 8-inch HDPE pipe rated for 125 psi and terminated by a gate valve. All 8-inch HDPE pipe will be provided by the City. The new pipe will be connected to the existing 8-inch water main along South Slope Dr to the south of Tasmania Ct.

- Installation of 1-inch diameter copper service pipes to connect each of the properties to be serviced to the new water main.
- Backfilling the trench with Class B Bedding directly around the water main itself. All remaining backfill must be Type II Classified Fill.
- All materials will be provided by the Contractor except for the 8-inch HDPE pipe.

The City will soon issue an Invitation to Bid for a companion project, the Tasmania Court Sewer Main Extension Project. The City intends to open bids for both the Tasmania Court Water Main Extension Project and the Tasmania Court Sewer Main Extension Project at the same time.

### **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 \$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 PM on Thursday, October 28, 2021** at the Office of the City Clerk, City of Homer 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 Meeting was held at 2:00 p.m. on Thursday, July 15, 2021** at the Cowles Council Chamber, City Hall 491 E Pioneer Ave Homer, Alaska 99603. No additional Pre-Bid Meetings will be held. A recording of the Pre-Bid Meeting is available upon request.

#### **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. Addenda Acknowledgment Form
- b. If signature on the Bid is by an agent, other than an Officer of a Corporation, or of a member of a Co-partnership, a Power of Attorney must be submitted in Part B.
- c. EEO-1 Certification
- d. Equal Employment Opportunity Statement of Acknowledgement form
- e. Equal Employment Opportunity Clause (Provided with the bid package)
- f. EPA Debarment Certification
- g. American Iron & Steel Certification

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        | 2:00 p.m. on Thursday, July 15, 2021    |
| • Bids Due                  | 2:00 p.m. on Thursday, October 28, 2021 |
| • Notice of Intent to Award | November 1, 2021                        |
| • Award by City Council     | November 22, 2021                       |
| • Notice to Proceed         | November 24, 2021                       |
| • Pre-Construction Meeting  | TBD                                     |
| • Start Construction        | TBD                                     |
| • Contract Completion       | August 30, 2022                         |

## **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. Bidders will be required to fill out a questionnaire attesting to their qualifications.

### **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 and 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 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. 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, electronic 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**

### **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 42, Effective April 1, 2021. 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 included herein.

## **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 (Provided with the bid package)
- EEO-1 Certification

## **IX. EPA Debarment Certification**

Bidders must submit a Certification Regarding Debarment, Suspension and Other Responsibility Matters with their bids. This certification will be provided with the bid package.

## **X. 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, and available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding. Bidders must submit an American Iron & Steel Certification with their bids. This certification will be provided with the bid package.

# **Project Schedule**

## **Tasmania Court Water Main Extension Project**

|  |                                 |                                      |
|--|---------------------------------|--------------------------------------|
| Advertise  | Homer News<br>Peninsula Clarion | July 8, July 15<br>July 11           |
| Pre-Bid Site Meet via Zoom Cowles Council Chambers |                                 | 2:00 p.m. Thursday, July 15, 2021    |
| Bids Due   |                                 | 2:00 p.m. Thursday, October 28, 2021 |
| Notice of Intent to Award                          |                                 | November 1, 2021                     |
| Council Award                                      |                                 | November 22, 2021                    |
| Notice to Proceed                                  |                                 | November 24, 2021                    |
| Pre-Construction Meeting                           |                                 | TBD                                  |
| Start Construction                                 |                                 | TBD                                  |
| Construction Complete                              |                                 | August 30, 2022                      |

# CONTRACT

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

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(Company 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. Bid Bond;
- e. The 2011 Homer Standard Construction Specifications;
- f. All Addenda, totaling \_\_\_\_\_;
- g. The drawings which consist of 9 sheets titled City of Homer South Slope Drive, West Tasmania Court & East Tasmania Court Water Main Extension

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 August 30, 2022.

## III. CONTRACT AMOUNT

\$ \_\_\_\_\_

In Numbers

\$ \_\_\_\_\_

In Words