



City and Borough of Sitka

PUBLIC WORKS

113 JARVIS STREET • SITKA, ALASKA 99835

PHONE (907) 747-4041 • FAX (907) 747-7668

MEMO

To: Mayor Westover and Assembly Members
Jim Dinley, Administrator

Through: Michael Harmon, Public Works Director
Jay Sweeney, Finance Director *[Signature]*
Gary Baugher Jr., Public Works M&O Superintendent *626*

From: Michael Webb, Public Works Maintenance Supervisor

Date: June 30, 2011

Subject: Procurement Approval: Smith Street Paving

Street Information

Smith Street is located approximately one mile from the downtown corridor and intersects with Sawmill Creek Road. It primarily serves commercial and industrial businesses. This is one of Sitka's busier streets due to the nature of the businesses located there.

Project Information

This project consists of milling and paving a 600 Linear Foot segment of Smith St, from Sawmill Creek Rd. to just past the last entrance to Spenards. The first 240 Linear Feet is a paved section and has an RSL (Remaining Service Life) = 0 – 2 based on the 2009 survey from our pavement management system. The remaining 360 Linear Feet is currently a gravel surface that requires intensive maintenance due to the heavy traffic it receives.

Financial Note

There is \$35,000 in the FY12 Capital Projects Budget; additional funding in the amount of \$76,400 would be transferred from the Streets FY12 Pavement Repairs Budget to fully fund the project. We have received a sole source bid from Aggregate Construction Inc. for \$111,400.

Recommendation

We recommend the transfer of \$76,400 from the Streets Pavement Repair Budget account number 100-530-033-812-5212.000 to the Smith Street Capital Project account number 700-600-630-5212.000. Award the work to ACI for milling and paving this segment of Smith Street, in the amount of \$111,400.00

INVITATION TO BID

GRIND AND REPAVE SMITH STREET

The City and Borough of Sitka will receive bids no later than 2:00 p.m. local time, Friday, June 17, 2011 at the office of the Public Works Supervisor, 113 Jarvis Street, Sitka, Alaska 99835. Bids may be submitted by Fax (907-747-7668) or Emailed to Mike Webb, Public Works Supervisor (mwebb@cityofsitka.com)

This project consists of providing all labor, equipment and material necessary to replace approximately 240'LF of existing asphalt and paving an additional 360'LF of existing gravel surface by milling the existing asphalt and grading and compacting the entire 600'LF surface and placing a new 3" (compacted) asphalt mat.

This contract is subject to the provisions of State of Alaska, Title 36, and Minimum Wage Rates. The contract will require certificates of insurance.

The City and Borough of Sitka reserves the right to reject any and all bids and to waive informalities.

CITY AND BOROUGH OF SITKA

By: Mike Webb
Public Works Superintendent

INSTRUCTIONS TO BIDDERS

GRIND AND REPAVE SMITH STREET

1. Bidders shall submit their bid on the Bid Proposal Form included in these specifications. All spaces must be filled in.

Bids may be submitted by fax (907-747-7668) or Emailed to Mike Webb, Public Works Supervisor (mwebb@cityofsitka.com).

2. The Owner may waive any informalities or minor defects or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of opening thereof. Should there be reason why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.
3. Bidders must satisfy themselves of the conditions as stipulated in the Agreement. After the bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the Agreement.
4. The Contract Documents contain the provisions required for this contract. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
5. Each bid that exceeds \$50,000 must be accompanied by a bid bond payable to the Owner in the amount of 5% of the total bid price. As soon as bid prices have been compared, the Owner will return the bonds of all except the three lowest bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful Bidder shall be retained until the payment bond and/or performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.
6. For bids that exceed \$100,000, a 100% performance bond and a 50% payment bond, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign bid bonds or payment bonds must file with each bond a certified copy of their power of attorney. A certified check or cashier's check made payable to the City and Borough of Sitka may be used in lieu of a performance bond.

7. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the performance bond within ten (10) days from the date when Notice of Award is delivered to the Bidder. Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of the failure of the Bidder to execute the agreement, the Owner may at his option consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner within ten (10) days of receipt of the agreement signed by the party to whom the contract is awarded shall sign the agreement and return to such party an executed duplicate of the agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

8. The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.
9. The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated herein.
10. A conditional or qualified bid will not be accepted.
11. Award will be made to the lowest responsible Bidder.
12. State Wage Rates can be obtained at <http://labor.state.ak.us/lss/pamp600.htm> Use the State wage rates that are in effect 10 days before Bid Opening. A copy of the State Wage rates will be provided upon request.
13. Contractor may **not** begin work until he has submitted proof that a "Notice of Work" has been filed with the Alaska Department of Labor. A temporary receipt of the "Notice of Work" date-stamped by Wage & Hour will serve as proof.

14. Contractor shall include with his final pay request a "Notice of Completion of Public Works", from the Alaska Department of Labor showing that all employees' wages and employment security taxes have been paid to his employees and the employees of his subcontractors (T36 Clearance Approved). Final payment will not be released until this has been submitted.
15. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over this Agreement shall apply to the Contract throughout.
16. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.
17. The low Bidder shall supply the names and addresses of major material suppliers and subcontractors upon request of the Owner. The contractor shall be experienced with similar projects and product use. Examples of previous work shall be supplied upon request.
18. The Bidder must acknowledge receipt of all Addenda on the form and in the spaces provided in these documents.
19. A General Bidder not listed on the official plan holders list shall be deemed non-responsive.
20. This project shall be completed by September 30, 2011.
21. A penalty in the amount of \$100.00 per calendar day shall be assessed against the contractor for failure to complete this project within the time specified.
22. A mandatory Pre-Bid conference will **NOT** be conducted.

CITY AND BOROUGH OF SITKA
Grind and Repave Smith Street, June 2011

SPECIAL PROVISIONS

1. SCOPE OF WORK

Provide all labor, equipment, materials, and supervision necessary to replace approximately 240'LF of existing asphalt and pave an additional 360'LF of existing gravel surface by milling the existing asphalt, grading and compacting the entire 600'LF surface. The milled asphalt shall be used as base for the new asphalt. Place a 3" (compacted) asphalt mat approximately 600' x 22' to 30' feet wide as indicated on the drawings. Grade and compact shoulders against new asphalt. Note that the work includes paved driveway aprons where indicated on the drawing. The work will require an estimated 200CY of D-1 to be provided by the Contractor, paid for by unit price.

Protect, adjust and reset as required all water valve boxes, sanitary sewer and storm drain frames and lids, CBS will provide these materials if replacement is required.

The completed roadway shall have a 3% crown or 3% super elevation/cross slope as indicted on the plans or as directed by the City and Borough representative onsite during the work.

Traffic Control will be provided by the Contractor. The traffic control plan will be provided to and reviewed by CBS prior to the start of the project.

2. REFERENCE TO CITY AND BOROUGH OF SITKA STANDARD SPECIFICATIONS (CBSSS)

This Contract is subject to and hereby incorporates by reference the City and Borough of Sitka Standard Specifications; Streets – Drainage – Utilities – Parks, dated 2002, hereafter referred to as **CBSSS**. These Special Provisions amend the CBSSS. Standard Details contained in the CBSSS are also to be considered a part of this Contract. Details shown on the Plans shall govern over like standard details contained in the CBSSS unless otherwise noted in the Special Provisions.

MODIFICATIONS AND/OR ADDITIONS TO THE CITY AND BOROUGH OF SITKA STANDARD SPECIFICATIONS

The following provisions of CBSSS are hereby amended:

DIVISION 40 – ASPHALT SURFACING

SECTION 40.02 – ASPHALT CONCRETE PAVEMENT

Article 2.2 – Material and Testing

Replace this Article with the following:

The Job Mix Design used for the ADOT/PF Sawmill Creek Road – Halibut Point

Road Roundabout, Project No. ACHHE-000S (549)/68943, shall be used for this Project. The requirements of ADOT/PF Standard Specifications, 2004 Edition, and the Special Provisions for this ADOT/PF project shall apply to the Grind and Repave Smith Street project, except as shown and described in the Contract Documents.

Article 2.3 – Composition of Mixes

Replace this Article with the following:

The Job Mix Design used for the ADOT/PF Sawmill Creek Road – Halibut Point Road Roundabout, Project No. ACHHE-000S (549)/68943, shall be used for this Project. The requirements of ADOT/PF Standard Specifications, 2004 Edition, and the Special Provisions for this ADOT/PF project shall apply to the Grind and Repave Smith Street project, except as shown and described in the Contract Documents.

Article 2.5 – Construction

i. Compaction

Replace the third and fourth paragraphs with the following:

Compact asphalt concrete mixture immediately after it is placed and spread, and as soon as it can be compacted without undue displacement, cracking or shoving. Perform initial breakdown compaction while the asphalt concrete surface mixture temperature is greater than 235°F and finish compaction before the surface temperature reaches 150°F.

Article 2.6 – Density and Surface Requirements

Replace the first two paragraphs with the following:

Compaction of the asphalt concrete mixture shall meet the requirements of ADOT/PF Standard Specifications, 2004 Edition, Section 401-3.13
COMPACTION.

The minimum specification limit for the longitudinal joint density will be 91% of the maximum specific gravity (MSG) from the approved Job Mix Design. Density will be determined with WAQTC FOP for AASHTO T 166/T& 275.

The finished surface of asphalt concrete paving shall match dimensions shown on the Drawings for horizontal alignment and width, profile grade and elevation, crown slope, and paving thickness. Water shall drain without puddles across the pavement surface. The surface shall be of uniform texture and without ridges, humps, depressions, and roller marks. The surface shall be free of raveling, cracking, tearing, rutting, asphalt cement bleeding, and aggregate segregation. The asphalt mixture shall be free of foreign material, uncoated aggregate, and oversize aggregate.

The Engineer will determine whether the unacceptable asphalt concrete mixture shall either be corrected, or removed and replaced. Submit correction methods to the Engineer for approval prior to correction work commencing.

END OF SPECIAL PROVISIONS

**BID SCHEDULE:
GRIND AND REPAVE SMITH STREET PROJECT
SITKA, ALASKA**

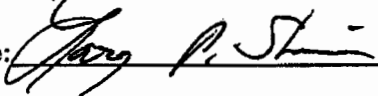
The undersigned proposes to furnish all tools, equipment, supplies, manufactured articles, labor and materials, services and incidentals, and to perform all work necessary for the Substantial Completion of the Project as shown and specified in strict accordance with the Contract Documents.

BASE BID:

Item No.	Approx. Quantity	Pay Item	Unit Price	Amount to include in Base Bid Total Below
1.	Lump Sum (LS)	Grind and Repave Smith Street	N/A	\$103,000.00
One Hundred Three Thousand Dollars				Per LS
Written Lump Sum				
2.	280 Tons	D-1	\$30.00/Ton	\$8,400.00
Thirty Dollars				Unit Price
Written Amount				
BASE BID - TOTAL PAY ITEMS 1, 2,				\$111,400.00
One Hundred Eleven Thousand Four Hundred Dollars				
Base Bid - Total Written (Pay Items 1, 2,)				

Date: 6/17/2011

Contractor: AGGREGATE CONST. INC.

Signature: 

Notes:

- 3" thickness
- Driveway aprons extend to edge of ROW
- Estimated area 1,800 Sq Yds



City and Borough of Sitka

DEPARTMENT OF PUBLIC WORKS

100 LINCOLN STREET • SITKA, ALASKA 99835

TEL (907) 747-1804 FAX (907) 747-3158

Repaving Summer 2011
Misc Roads
Smith Street

DRAWN:	TAD	SCALE:	1" = 80'
CHECKED:	MWebb	DATE:	June 2011
DRAWING NAME	Kimsham & Smith		
SHEET NO.	2 / 2		