

O'CONNELL BRIDGE LIGHTERING FACILITY PILE REPLACEMENT PROJECT

PROJECT MANUAL

Bid Release:	Wednesday, March 28, 2018
Pre-Bid Conference:	Thursday, April 5, 2018 at 2:00 p.m. City and Borough of Sitka 3 rd Floor Conference Room 100 Lincoln Street Sitka, Alaska 99835
Bids Due:	Thursday, April 19, 2018 No Later Than 2:00:00 p.m. Local Time Bids MUST be submitted via BidExpress.com

City and Borough of Sitka
100 Lincoln Street
Sitka, Alaska 99835
publicworks@cityofsitka.org
(907) 747-1804

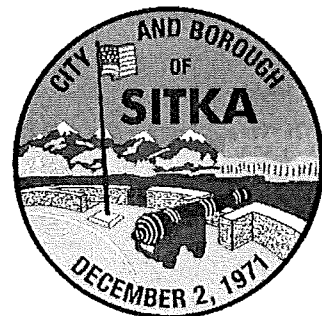


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PART I

BIDDING DOCUMENTS

INVITATION TO BID

O'CONNELL BRIDGE LIGHTERING FACILITY PILE REPLACEMENT PROJECT SITKA, ALASKA

The City and Borough of Sitka will receive bids no later than 2:00:00 P.M., local time, Thursday, April 19, 2018. **Bids must be submitted electronically using Bid Express.** Bids received after the deadline will not be accepted or considered. Bids will be publically opened and read aloud shortly after the deadline in the office of the Municipal Clerk, 100 Lincoln Street, Sitka, Alaska 99835.

The project includes various quantities of mobilization, demolition, salvage, disposal, steel pipe piles, pile sockets, gangway pile frame removal/reinstallation, permitting, anodes, and other miscellaneous work required for the fulfillment of the contract in strict accordance with the Contract Documents.

The Engineer's Estimate for this project is between \$250,000 and \$500,000.

All bidders are strongly encouraged to attend the non-mandatory pre-bid meeting scheduled for **2:00 p.m. on Thursday, April 5, 2018** at the City Hall 3rd floor conference room, 100 Lincoln Street, Sitka, Alaska. A site visit to the O'Connell Bridge Lightering Facility will follow.

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

A Bid Bond in the amount of 5 percent of the total bid price must accompany each bid. The Bid Bond may be in the form of a certified check made payable to the City and Borough of Sitka or a Bid Bond issued by a surety licensed to do business in Alaska.

Questions can be directed to Dan Tadic, Municipal Engineer, at (907) 747-1804, publicworks@cityofsitka.org or by fax (907) 747-3158.

Bid documents may be downloaded from the web:

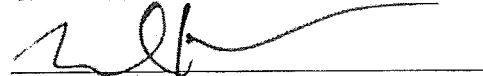
www.cityofsitka.com
(Click on the **Bids and RFP** link)

It is the responsibility of the plan holder to regularly check the website for addendum to the projects for which they are bidding.

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

NOTICE GIVEN by the Director of Public Works, City and Borough of Sitka, this 28 day of March 2018.

CITY AND BOROUGH OF SITKA



By: Michael Harmon, P.E.
Public Works Director

PUBLISH:	Sitka Sentinel:	March 30 and April 2, 2018
	Juneau Empire:	March 30 and April 2, 2018
	Anchorage	March 30 and April 2, 2018

INSTRUCTIONS TO BIDDERS

O'CONNELL BRIDGE LIGHTERING FACILITY PILE REPLACEMENT PROJECT SITKA, ALASKA

1. Bidders must submit their bid online via BidExpress.com.

Bids are due **No Later Than 2:00:00 PM Alaska Time Zone, Thursday, April 19 2018**. Bids received after the deadline will not be accepted or considered.

The official time for determining whether a bid has been submitted in a timely manner is determined by the server on which the application is being hosted. Bids will be publicly opened and read aloud shortly after the deadline in the office of the Municipal Clerk, City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835.

2. Bid Express customer service can be reached at (888)-352-2439.
3. Bidders must satisfy themselves of the conditions as stipulated in the Contract. After the bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the Contract.
4. The Owner may waive any informality or minor defect, except failure to follow and meet the mandatory requirements listed on the Bid Form, 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.
5. 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.
6. 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. The bid surety may be submitted electronically through Bid Express using Surety 2000 or InSure Vision Technologies. Alternatively bid surety may be submitted as a hard copy by mail or other delivery method, either as a bid bond issued by a surety licensed to do business in Alaska, certified or cashier check. If not submitted electronically, the bid guaranty must be received prior to the specified date of opening at the office of the Municipal Clerks, City and Borough of Sitka, 100 Lincoln Street, Sitka, AK 99835.

The guaranty envelope shall be clearly marked with the following information on the outside:

- Name and address of the Bidder
 - Bid for: O'Connell Bridge Lightering Facility Pile Replacement Project
Due Date: **2:00:00 PM, Thursday, April 19, 2018**
7. Once bids have been reviewed, the Owner will return the bonds of all except the three lowest bidders. When the Contract 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 bonds have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. Attorneys-in-fact who sign bid bonds must file with each bond a certified copy of their power of attorney.
8. For bids that exceed \$100,000, a 100% performance bond and a 100% 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 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.
9. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the performance and payment bonds 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 a 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.
10. 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. Such Notice of Withdrawal shall be effective upon receipt of the Notice by the Owner.
11. The Owner may make such investigations as it 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 Contract and to complete the work contemplated herein.

12. A conditional or qualified bid will not be accepted.
13. Bidders shall submit, as part of their bid, a completed and signed Bidder Qualifications form(s), demonstrating the qualifications of the Project Manager, Project Superintendent, Rock Socket Superintendent, and Permitting Specialist.
14. The Owner will evaluate the Bidder Qualifications for the apparent low Bidder and make a determination as to whether they are responsible and meet the qualifications. If the apparent low Bidder is found to not meet the requirements of the Bidder Qualifications specifications they will be considered non-responsive and/or non-responsible and the OWNER will proceed to the next apparent low Bidder in the same manner.
15. Award will be made to the lowest responsive, responsible, qualified Bidder.
16. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over this Contract shall apply to the Contract throughout.
17. 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 the Bidder from any obligation in respect to its bid.
18. The low bidder shall supply the names and addresses of major material suppliers and subcontractors upon request of the Owner.
19. All bidders are strongly encouraged to attend the non-mandatory pre-bid conference in person or via teleconference scheduled for **2:00 PM, Thursday, April 5, 2018**, 3rd Floor Conference Room at City Hall, 100 Lincoln Street, Sitka, Alaska 99835.

To join the pre-bid meeting via teleconference:
 - 1) Dial 1-800-528-2793
 - 2) Enter Conference ID 9549585 and press #
 - 3) You will be placed into the meeting if the moderator has already joined. If the moderator has not joined you will be placed on hold for up to 10 minutes.
20. Award will be subject to the availability of funds, which is deemed solely by the Owner.
21. The Bidder must acknowledge receipt of all Addenda. **It is the responsibility of the bidder to regularly check the website for addenda to the project for which they are bidding.**
22. All questions regarding the project or contract documents shall be submitted to the Owner's Representative in writing (email), or by fax. Send questions to publicworks@cityofsitka.org, Attention Dan Tadic, Municipal Engineer. Fax number is (907)747-3158.

23. Schedule: This project shall be substantially completed no later than **May 31, 2019** with an additional 30 days for Physical Completion and an additional 30 days for Final Completion.
24. Liquidated damages in the amount of \$1,000 per calendar day will be assessed against the Contractor for failure to complete the requirements in the Contract Documents for Substantial Completion within the time specified.
25. State of Alaska Wage Rates are only applicable for work completed within the State of Alaska. State of Alaska Wage Rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600htm>. 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.
26. Contractor may **not** begin work until it 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.
27. Contractor must include with its 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 its employees and the employees of its subcontractors (T36 Clearance Approved). Final payment will **not** be released until this has been submitted.
28. The City and Borough of Sitka may reject any bid which is unbalanced if it is in the best interest of the City to do so. A bid is unbalanced when, in the opinion of the Public Works Director, it allocates a disproportionate share of costs or profit, or both, to the price of one or more items of Work and reduces the share of costs or profit, or both, allocated to the price of another item or items of Work, and if there is a reasonable possibility that the bid will not result in the lower overall cost of the Work to the City.

END OF INSTRUCTIONS TO BIDDERS

BIDDER QUALIFICATIONS

- 1.1 **RESPONSIBILITY OF BIDDERS.** Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:
- A. Evidence of bid rigging or collusion.
 - B. Fraud, dishonesty or misrepresentation in the performance of previous contracts.
 - C. Record of integrity.
 - D. More than one bid for the same work from an individual, firm, or corporation under the same or different name.
 - E. Unsatisfactory performance on previous or current contracts.
 - F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts.
 - G. Uncompleted work that, in the judgement of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded.
 - H. Failure to reimburse the OWNER for monies owed on any previous contracts.
 - I. Default under previous contracts.
 - J. Failure to strictly comply with local, state, or federal permits, or any portion thereof, on any previous contracts.
 - K. Lack of skill, ability, financial resources, or equipment required to satisfactorily perform the contract or lack of legal capacity to contract.
 - L. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER.
 - M. Failure to submit a complete Subcontractor Report.
 - N. Failure to comply with the BIDDER QUALIFICATIONS as specified herein.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to the standards of responsibility specified herein, all general industry standards of responsibility, and any special standards which may apply. It is the Bidder's responsibility to submit sufficient, relevant, and adequate information. The OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

- 1.2 **BIDDER QUALIFICATIONS.** Responsible Bidders, as defined above, shall submit the following Bidder Qualifications along with their Bid. The OWNER will evaluate the Bidder Qualifications for the apparent low Bidder and make a determination as to whether they are responsible and meet the qualifications. If the apparent low Bidder is found to not meet the requirements of these Bidder Qualifications specifications they will be considered non-responsive and/or non-responsible and the OWNER will proceed to the next apparent low Bidder in the same manner.

- A. Insurance Documents. Bidder shall attach to this form any and all appropriate supporting documentation that demonstrates the Bidder's ability to obtain insurance as specified the General Conditions and Supplementary General Conditions.

BIDDER QUALIFICATIONS

- B. Proposed Project Organization. Bidder's project team shall include the following individuals: Project Manager, Project Superintendent, Rock Socket Superintendent, and Permitting Specialist. The Project Manager, Project Superintendent and Rock Socket Superintendent may be the same person, if that person meets the required qualifications for each role. No other duplication of responsibilities is permitted.
- C. Supporting Documents. Bidder shall provide the following supporting documents for each individual or company named above:
1. Project Manager (individual): List of at least three previous, successfully completed marine projects within the past 5 years, of similar scope and considerations with direct involvement in the suitable selection and use of all required gear and equipment for installation of rock socketed steel pipe piles for the size, configuration, installation tolerances, tidal range, and water depth specified for this project, and for similar subsurface conditions, on which the proposed Project Manager has worked in a responsible position. For each project, provide the project name, brief project description, position on project, year(s) in which work was performed, owner, and name and phone number of owner's representative who has knowledge of proposed Project Manager's work.
 2. Project Superintendent (individual): List of at least three previous, successfully completed marine projects within the past 5 years, of similar scope and considerations with direct involvement in the suitable selection and use of all required gear and equipment for installation of rock socketed steel pipe piles for the size, configuration, installation tolerances, tidal range, and water depth specified for this project, and for similar subsurface conditions, on which the proposed Project Superintendent has worked in a responsible position. For each project, provide the project name, brief project description, position on project, year(s) in which work was performed, owner, and name and phone number of owner's representative who has knowledge of proposed Project Superintendent's work.
 3. Rock Socket Superintendent (individual): List of at least three previous, successfully completed marine projects within the past 5 years, of similar scope and considerations with direct involvement in the suitable selection and use of all required gear and equipment for installation of rock socketed steel pipe piles for the size, configuration, installation tolerances, tidal range, and water depth specified for this project, and for similar subsurface conditions, on which the proposed Rock Socket Superintendent has worked in a responsible position. For each project, provide the project name, brief project description, position on project, year(s) in which work was performed, owner, and name and phone number of owner's representative who has knowledge of the proposed Rock Socket Superintendent's work.
 4. Permitting Specialist (individual): List of at least two previous Incidental Harassment Authorizations (IHA) successfully obtained for marine projects of similar scope and consideration within the past 5 years. For each project, provide the project name, brief project description, year(s) in which work was performed, owner, and name and phone number of the owner's representative who has knowledge of the proposed Permitting Specialist's Work.

PART IV

SPECIAL PROVISIONS

Acceptance of Final Payment by the Contractor constitutes an explicit waiver of all claims that the Contractor might assert against the Owner except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Final Payment.

SECTION 10.06 LEGAL RELATIONS AND RESPONSIBILITIES

Article 6.2 Permits

Delete Article 6.2 in its entirety and replace with the following:

The Contractor will obtain all licenses necessary to perform the Work and will obtain all necessary permits. All permits and licenses, either temporary or permanent, which are required by the Federal Government, the State of Alaska, the CBS, or any other government unit, including public utilities, which are necessary for the prosecution of the Work shall be obtained and shall be paid for by the Contractor. This requirement shall be binding upon the Contractor although the prosecution of the Work may be in the hands of a Subcontractor. It shall be the Contractor's responsibility to secure all permits and licenses, either temporary or permanent, to give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as specified herein. The Contractor shall also be responsible for requesting all code compliance inspections.

Article 6.18 Insurance

Replace the last sentence of the 2nd paragraph with the following:

CBS shall be named as an additional insured on the required general liability, automobile, and builder's risk insurance policies. CBS shall also be granted a full waiver of any rights of subrogation by endorsement under all required policies. These requirements extend to all subcontractors.

Replace the required insurance section of Article 6.18 with the following:

The Contractor shall provide the following types of insurance:

- | | | |
|----|--|------------------|
| 1. | Worker's Compensation | Minimum Limits |
| | Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes. | Alaska Statutory |
| | U.S. Longshoremen & Harbor Workers' (USL&H). | |
| 2. | Marine General Liability | Minimum Limits |
| | Occurrence Limit | \$2,000,000 |
| | Products and Completed Operations Aggregate | \$2,000,000 |
| | General Aggregate | \$2,000,000 |
| 3. | Comprehensive Automobile Liability | Minimum Limits |
| | Bodily Injury and Property Damage, including All owned, hired and non-owned vehicles | \$2,000,000 |

PART V

TECHNICAL SPECIFICATIONS

PART V – TECHNICAL SPECIFICATIONS

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END OF SECTION

SECTION 01100 – PERMITTING AND COMPLIANCE

PART 1 - GENERAL

1.1 PERMITTING

- A. The CONTRACTOR is responsible for determining, coordinating, and acquiring all authorizations required by State or Federal law, as required to perform the WORK, including consultations and preparation of applications and all supporting investigations, monitoring plans, and reports, such as Clean Water Act, Endangered Species Act, and Marine Mammal Protection Act consultations and associated authorizations and protected species monitoring reports. The OWNER shall remain the designated applicant. The CONTRACTOR is fully responsible for complying with all regulatory conditions, including any and all mitigation measures and marine mammal monitoring.
- B. Required authorizations must be secured by the CONTRACTOR to enable WORK to be complete by the date required in the Contract. Many authorizations take months to acquire; therefore, the CONTRACTOR shall provide permitting status updates to the OWNER. The OWNER shall not be responsible for any delays in permit approvals.
- C. Repurposing of extracted piles must be permitted; and therefore, pile reuse must be described in all permit applications. The CONTRACTOR must follow all agency requirements regarding pile reuse, including the development of any plans to mitigate the spread of invasive species.

1.2 PERMIT COMPLIANCE

- A. The CONTRACTOR shall provide the number of Marine Mammal Observers (MMOs) and all associated equipment and tools per requirements of the permits. MMOs shall be accepted by National Marine Fisheries Service (NMFS) and be responsible for monitoring marine mammals before, during, and after pile installation activities. CONTRACTOR shall manage scheduling and logistics for the MMOs as necessary to explain responsibilities, communication procedures, monitoring and data collection protocol, operational procedures for shutdown, and overall compliance with all permit requirements.
- B. CONTRACTOR shall coordinate with the OWNER, and with NMFS and the U.S. Army Corps of Engineers, as required throughout construction to ensure and verify implementation of protocols and compliance with the permit requirements.
- C. CONTRACTOR shall complete and submit all required information and narrative necessary to meet all permit reporting requirements.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION