

EDNA BAY LIMESTONE PLACE REPAIR

OFFER AND AWARD Edna Bay Limestone Place repair.	1. CONTRACT FOR: Repairing Limestone Pl. to improve road quality.	2. TYPE OF CONTRACT Small Procurement	3. DATE ISSUED 11/19/2018	PAGE OF PAGES 1 of 9
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IMPORTANT - The “offer” section on the reverse must be fully completed by offeror.

4. CONTRACT NO. EDB-11-18-C106	5. REQUISITION/PURCHASE REQUEST NO. NA	6. PROJECT NO. NA
7. ISSUED BY CITY OF EDNA BAY	8. ADDRESS OFFER TO CITY OF EDNA BAY P. O. BOX EDB EDNA BAY, ALASKA 99950	
9. FOR INFORMATION ON LIMESTONE REPAIR PROJECT:	A. NAME Tyler Poelstra - City Clerk	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 907-594-6300

C. Send inquiries about this project to the Project Manager via email: clerk@cityofednabay.org

10. THE CITY OF EDNA BAY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

- Attachment A – Contractor Required Information
- Attachment B – Project Changes

11. The Contractor shall begin performance within 15 calendar days and complete it within 120 calendar days after receiving award and notice to proceed. This performance period is ____ mandatory X negotiable.
(See 13 below; Additional Contract Requirements).

12A. The Contractor must furnish any required performance and payment bonds? ____ YES X NO **12B.** Calendar Days ____
(If “YES,” indicate within how many calendar days after award in Item 12B.)

13. ADDITIONAL CONTRACT REQUIREMENTS:

1) NA

EDNA BAY LIMESTONE PLACE REPAIR

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this contract, if this offer of \$ _____ is accepted by the City of Edna Bay.

18. The offeror agrees to furnish any required performance and payment bonds.

19A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	19B. SIGNATURE	19C. OFFER DATE
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AWARD *(To be completed by the City of Edna Bay)*

20. AMOUNT \$	21. SUBMIT INVOICES TO ADDRESS SHOWN P. O. Box EDB Edna Bay, Alaska 99950
22. ADMINISTERED BY CITY OF EDNA BAY	23. PAYMENT WILL BE MADE BY Myla Poelstra, Treasurer

SIGNATURE BLOCK

24A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		25A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
24B. SIGNATURE	24C. DATE	25B. CITY OF EDNA BAY BY:	25C. AWARD DATE

SECTION A – DESCRIPTION/SPECIFICATIONS

A.1. Scope of Contract

Project consists of the following parameters:

1. Address pot hole area just above the Edna Bay Bulk Fuel Facility with approximately 1-2 truckloads rock. Apply shot rock to road bed, spread and dress.
2. Apply rock on downhill corner of Limestone/Kosciusko intersection to address area sloughing off. Blend into main road and Limestone Place.
3. Brush and repair road for rock lift.
4. Apply an 8-12" shot rock lift on Limestone place starting at Kosciusko Dr. and proceeding to about 50' past the last residence (Logan Richter's driveway).

Shot rock to be provided by the contractor.

Finished project shall provide a good drivable surface that is as wide as the existing road.

Optional Specification

1. The contractor has the option to provide an additional quote that extends the road repair for an additional distance on Limestone Place to the original culdesac just past Warren's driveway.

Plans, drawings and any other associated documents are detailed below in A.3. – Attachments to Statement of Work/Specifications.

Contractor should communicate in writing, by attaching to their bid the requested info in attachment A, that they have the ability and equipment to perform the work described herein.

It is the contractors responsibility to be familiar with the plans and changes to the plans. Contractor should contact City Project Manager with any questions prior to placing their bid.

A.2. Project Location

Work will be conducted on Kosciusko and Limestone Place Rd.

A.3. Attachments to Statement of Work/Specifications

- Attachment A – Contractor Required Information
- Attachment B – Project Changes

SECTION B – PACKAGING AND MARKING

B.1. Project Labeling for Official Correspondence

The City of Edna Bay singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The City of Edna Bay issued contract number is to be referenced on all official communication starting upon notice of award.

SECTION C – DELIVERIES OR PERFORMANCE

C.1. Commencement, Prosecution, and Completion of Work

Once the Contractor receives the notice to proceed the Contractor shall be required to (a) commence work under this contract within 15 days. Once work begins the contractor is expected to (a) prosecute the work diligently, and (b) complete the entire work ready for use not later than 120 days (barring weather as determined by the city project manager).

C.2. Termination

- (a) By Consent. This agreement may be terminated in whole or in part by the mutual consent of the parties. Such consent shall be in writing.
- (b) Termination for Cause. This agreement may be terminated in whole or in part in writing by the City in the event of failure by Contractor to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate.
- (c) Termination for Convenience of City. This agreement may be terminated in whole or in part in writing by the City for City's convenience provided the Contractor is given not less than ten (10) calendar days' prior written notice of intent to.
- (d) In the event termination by the City is effected pursuant to (b) above, the Contractor shall not be entitled to receive any further payment until the work is completed, or the City elects to not proceed further with the project. Upon completion of the work, or termination of the project in the event the City elects to not proceed with the project, the Contractor shall be paid as follows:
 - 1) In the event the costs and expense of taking over, re-advertising and completing the project or the costs of closing out the project if the City elects to not proceed with the project (hereinafter referred to as "close out costs"), exceed the remaining unpaid amount of this agreement, any amount which was otherwise due and unpaid to Contractor at the time of termination shall be applied to such increased costs in taking over, re-advertising and completing the project, (or applied to close out costs) and the remaining amount of such costs, if any, shall be paid by the Contractor to the City.
 - 2) In the event said costs and expense of taking over, re-advertising and completing the project, (or close out costs) are less than the total amount which was otherwise due and unpaid to the Contractor at the time of termination, the increased costs of taking over and completing the project (or the close out costs) shall be deducted from the amounts due the Contractor and the balance, if any, paid to the Contractor without interest.
- (e) In the event termination is for the convenience of the City pursuant to (c) above, the Contractor shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate, and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate and the City shall not be liable or responsible for any loss of profits or any other damages, amounts, or payments whatsoever to the Contractor.
- (f) Upon receipt of a termination notice pursuant to paragraphs (b) or (c) above, the Contractor shall promptly discontinue all services (unless the notice directs otherwise), and deliver or otherwise make available to the City all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the Contractor in performing this agreement, whether completed or in process, and free and clear of any liens or claims in favor of Contractor or any other person.

- (g) Upon termination pursuant to paragraphs (b) or (c) above, the City may, but shall not be required to, take over the work and prosecute the same to completion by agreement with another person or otherwise, may elect to complete the work itself, or to not proceed further with the work and project.
- (h) If, after termination by the City pursuant to (b) above, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment of the amounts to be paid to Contractor for termination shall be made as provided in paragraph (e) of this section.
- (i) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 7 shall be due or payable to Contractor in the event of termination."

SECTION D--SPECIAL CONTRACT REQUIREMENTS

D.1. Landscape Preservation

Confine operations to within the area designated for the project:

- a. Do not discharge hydrocarbon products on the ground, use them for road oiling, or bury them in a landfill.
- b. Do not operate mechanized equipment in live streams without written approval of the Project Manager.

D.2. Use of Premises

Contractor is authorized to use roads in the immediate construction project area for performance of work under this Contract. Contractor is responsible for and will perform maintenance on roads in the construction area commensurate with his use. Perform road maintenance at such intervals that prevent deterioration of the roadway, or as directed by the City Project Manager. Roadways shall be left in as good as or better condition than when work commenced.

D.3. Permits and Permission

Contractor is responsible for obtaining all permits, land use permissions, and sites unless the city already specifically provided said items. All permits/permission obtained by the contractor shall be in writing and provided to the City Project Manager. For this project no permits are anticipated.

D.4. Safety and Public Notification

Warning signs shall be placed at the proper locations to warn the public of road work or work in the vicinity of which they need to be aware for safety purposes. A notice of where and when the public might expect delays or closures due to project work shall be placed at the dock and store bulletin boards.

D.5. Damage to Structures

The Contractor shall be held liable for any damage caused by his/her personnel or equipment to any existing bridges, ditches, culverts, signs, riprap, or other structures or roadways. Repair of structures damaged by the Contractor's operations, shall be the Contractor's responsibility at no cost to the City of Edna Bay.

D.6. Other Contracts

The City of Edna Bay may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with City employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the City Project Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City employees.

SECTION E – CONTRACT ADMINISTRATION DATA

E.1. Post Award Conference

A post award or pre-work conference with the successful offeror is required. It will be scheduled within a reasonable time after award and prior to the issuing of a Notice to Proceed.

E.2. Contract Administration

This contract will be administered by the Contracting Officer located at:

City of Edna Bay
P. O. Box EDB
Edna Bay, AK 99950

All matters related to the performance of this contract shall be coordinated through the City Project Manager.

E.3. Insurance Requirements

Contractor shall have in place, at its sole expense, and at all times during the term of the contract the following policies of insurance:

- a) Worker's Compensation - Alaska state law requires that most employers have Worker's Compensation Insurance for their employees. The City of Edna Bay furnishes contact award information to the Alaska Department of Labor. Failure to comply with the State Worker's Compensation Law's can be a felony offense in Alaska. For the definitions of "employer," "employee," and "subcontractor," rates of compensation, and other pertinent information contact:

Alaska Department of Labor Worker's Compensation Division
PO Box 115512
Juneau, AK 99802-5521
Ph# (907) 465-5875 (direct) 1-888-372-8330 (toll-free) 907-465-2797 (fax)

- b) Liability Insurance – Comprehensive (Commercial) General Liability Insurance with coverage limits not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and annual aggregate where generally applicable; including premise operations, independent contractors, products /completed operations, broad form property damage, blanket contractual, and personal injury and pollution liability endorsements. Contractor shall list the City of Edna Bay as additional insured.
- c) Automobile Liability – Covering all vehicles used in project work with combined single limits no less than \$1,000,000.00 each occurrence.

All of the above insurance coverage shall be considered to be primary and non contributory to any other insurance carried by the City of Edna Bay, whether self insurance or otherwise.

E.4. Current Prevailing Rates of Wage and Employment Preference

When State Funds are utilized, “Little Davis Bacon,” is required. For projects that are State funded, contractors are also required to use local residents where they are available and qualified in accordance with AS 36.10.150-180, and 8 AAC 30.064 - 088.

- a) To the extent required by Federal and State law construction projects may require contractors to pay minimum rates of pay for specific classes of workers and provide certified payrolls to the State Department of Labor. The current wage rates can be found at the following web site: <http://www.labor.state.ak.us/lss/pamp600.htm>
- b) If contract is required to be registered with the State, contractor must file the notice of work and pay the associated fees. When project is complete contractor must also file notice of completion and pay any associates fees.

E.5. Declaration of Suspension and Debarment

The offeror, and or any of its principals, attests they are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency.

E.6. Inspection of Construction

- Daily inspection of construction activities will be performed by the Project Manager.
- Contractor will comply with the requirements of data collection and provide a report to the Project Manager upon request.

E.7. Acceptance

Upon completion of the designated contract items, a final inspection will be performed by the City Project Manager. Following satisfactory review, a statement will be issued to the contractor that all work is complete. The contractor may then submit an invoice to the City for payment. Payment will be issued within 30 days.

Attachment A
Contractor Information
Contract# EDB-11-18-C106

- List of key personnel/employees
- List of equipment available to complete specified work
- Certificates of insurance must be provided to the city within 5 days of award and prior to notice to proceed. It is not a requirement, but bidders are encouraged to provide certificates of insurance with their bid.

**Attachment B
Project Changes
Contract# EDB-11-18-C106**

The following changes are incorporated into this contract. Any further changes after the award will be added below, and signed by both the Project Manager and Contractor. Contractor recognizes that the City has the latitude to make changes as needed.

- 1) Project changes will be listed here if needed.