

"Village with a Past, City with a Future"



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ADDENDUM NO. 1

Date: May 21, 2019
Project: Kenai Municipal Airport Airfield Crack Sealing, Marking and Minor Pavement Repair 2019
Bid Opening: Tuesday, May 28, 2019 @ 2:00pm

NOTICE TO BIDDERS

Bidders must acknowledge receipt of all addenda in the appropriate place provided on the bid form.

The following clarifications and changes are hereby made to the contract documents:

Bid and Contract Documents:

1. Delete the Non-Collusion Affidavit and substitute the attached Non-Collusion Affidavit therefore.
2. Delete the Bid Proposal sheets in their entirety and substitute the attached Bid Form therefore.
3. Delete Page 2 of the City of Kenai Agreement Between Owner and Contractor and substitute the attached Page 2 therefore. Article 3, Time of Commencement and Completion has been modified to 75 days. Article 4, Contract Sum, has been modified to remove the total sum price.
4. From the Supplemental General Conditions (SGC) for Construction (FAA Contract Requirements), Article 4, Buy American Certification, delete the "Certificate of Buy American Compliance for Total Facility" and substitute the attached "Certificate of Buy American Compliance – Manufactured Product", therefore.

Construction Specifications:

5. To *Item P-620, Runway and Taxiway Marking*, add the following:
620-3.9 Contractor Qualifications. The Contractor shall furnish a certification demonstrating a minimum of three years of experience in the application of runway and taxiway markings.
6. To *Item SP-1, Asphalt Crack Sealing*, add the following:
3.5 Contractor Qualifications. The Contractor shall furnish a certification demonstrating a minimum of three years of experience in the application of asphalt crack sealant on projects of this magnitude.
7. To *Item SP-3, Construction Safety and Phasing Plan*, add the following under Airport Operations and Safety Plan:
 9. Work within the localizer critical area and the glide slope critical area require a minimum of 30 days' written notice to the Airport Manager to allow a shut-down of the nav aids for those respective areas. In anticipation of a notice-to-proceed on the project in early June, the City has requested a shut-down of the nav aids for the critical areas from June 15 to July 1, 2019.

General:

8. A current plan holders list is attached.

No Further Changes**ATTACHMENTS:**

Non-Collusion Affidavit
Bid Form
Page 2 of Contract
Certificate of Buy American Compliance – Manufactured Product
Plan Holders List

END OF ADDENDUM

NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal)

I, _____ of _____,
Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

Kenai Municipal Airport Airfield Crack Sealing, Marking and Minor Pavement Repair
2019

located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

Signature

Name

Title

Date

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____,
201__, by _____.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

**CITY OF KENAI
BID FORM**

TO: City of Kenai
Public Works Department
210 Fidalgo Avenue
Kenai, Alaska 99611-7794

FROM: _____
Name of Bidder's Company or Business Entity

BIDDER'S DECLARATION & UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Addenda, Specifications and Drawings, Agreement, General Conditions, and Instructions to Bidders (hereinafter called "Bid Documents"), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within ninety (90) days after the actual date of the bid opening.

DOCUMENTS TO SUBMIT WITH THIS BID

1. Bid Form
2. Tax Compliance Certificate
3. Applicable Licenses
4. Non-Collusion Affidavit
5. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)
6. DBE Attachment 1 Disadvantaged Business Enterprise Utilization Declaration
7. DBE Attachment 2 Bidder's Registration Form (for Prime contractor only)
8. DBE Attachment 3 List of Potential Subcontractors Form
9. Buy American Compliance Certificate (See Supplemental General Conditions)
10. EEO Certification

DOCUMENTS TO SUBMIT WITHIN 5 DAYS AFTER INTENT TO AWARD

1. DBE Attachment 4 DBE Utilization Report
2. DBE Attachment 5 Letter of Intent
3. DBE Attachment 6 Summary of Good Faith Effort Documentation (if DBE goal not met)
4. DBE Attachment 7 Contact Report Form (if DBE goal not met)
5. DBE Attachment 2 Bidder's Registration Form (for each DBE and non-DBE subcontractor) working on the project.

**DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS
AFTER NOTICE OF AWARD**

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

1. Executed Agreement
2. Certificate(s) of Insurances*
3. Construction Schedule
4. List of Subcontractors
5. Performance and Payment Bond
6. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

* The City shall be named as an additional insured on General Liability and Automobile Liability insurances with respect to the performance or failure to perform under this Agreement.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: Within 75 days of a written Notice to Proceed.

Liquidated Damages. Liquidated damages will be charged at Five hundred Dollars (\$500.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion as provided for in the Agreement Documents.

BID TABULATION AND SUMMARY

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

BID GUARANTEE: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within ninety (90) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

EXECUTION OF BID

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: Kenai Municipal Airport Airfield Crack Sealing, Marking and Minor Pavement Repair 2019

I have received Addenda No(s). _____ and have included their provisions in my proposal.

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

1. To hold my bid open ninety (90) consecutive calendar days.
2. To accept the provisions of the Bid Documents.
3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
4. To furnish all labor and materials and to accomplish the work in accordance with the Bid Documents.
5. To accomplish Substantial Completion as specified above in TIME OF COMPLETION.

ITEM NO.	EST. QUANT.	DESCRIPTION (Write Unit Bid Price in Words)	UNIT BID PRICE	TOTAL BID PRICE
C-105	1 L.S.	MOBILIZATION PER LUMP SUM		
P-620a	7,000 S.F.	CENTERLINE RUBBER REMOVAL PER SQUARE FOOT		
P-620b	134,370 S.F.	MARKINGS (WHITE) PER SQUARE FOOT		
P-620c	82,058 S.F.	MARKINGS (YELLOW) PER SQUARE FOOT		
P-620d	38,387 S.F.	MARKINGS (BLACK) PER SQUARE FOOT		
P-620e	2,214 S.F.	MARKINGS (RED) PER SQUARE FOOT		

P-620f	16,560 POUND	REFLECTIVE MEDIA _____ PER POUND		
P-623	23,340 S.Y.	SEAL COAT _____ PER SQUARE YARD		
SP-1	38,000 POUNDS	ASPHALT CRACK SEALING _____ PER POUND		
SP-2	12 EACH	ASPHALT PAVEMENT REPAIR _____ PER EACH		

BASE BID TOTAL: (All work as required in the base Bid in accordance with Specifications and Drawings)

\$ _____
(In figures)

\$ _____ Dollars
(Amount Written in Words)

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice To Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity

Date

Signature

Title

Print Name

Phone

Address

Fax

Address

Email address

Any other attachments to this Agreement do not form a part of the Agreement but are for reference or proof of compliance with the requirements of the Agreement, except where the provisions of this Agreement provide such attachments will be or are a part of the Agreement.

These form the contract and what is required by any of the documents shall be as binding as if required by all. The intention of the contract documents is to require the furnishing of all labor, material, equipment, and other items necessary for the proper execution and completion of the work and to prescribe the terms and conditions of the contract and payment, so as to include work and materials which may be necessary to produce the intended results.

* M.A.S.S. is the Municipality of Anchorage Standard Specifications, and Divisions 20 through 80 are hereby incorporated into these Contract Documents. Division 10 is specifically excluded. The Contractor is responsible for checking to ensure they have the most current version. Specifications, drawings, and general provisions provided by the Owner (City of Kenai) or their Agents (Engineers, Architects, or others as appointed by the City) take precedence over the M.A.S.S.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

Work shall commence upon receipt of the Notice to Proceed. All work must be substantially completed within 75 days after the date of the Notice to Proceed. Liquidated damages will be charged against the Contractor as provided below.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor as provided in this contract the total sum price of \$XXXX for the successful completion of the specified work.

ARTICLE 5

PROGRESS PAYMENT

Progress payments shall be made per the General Conditions.

ARTICLE 6

FINAL PAYMENT

Final payment shall be made per the General Conditions. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the Contractor shall be liable for all costs incurred by the Owner in making such inspection.

ARTICLE 7

NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and the Contractor at the following addresses:

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

[illegible]