

CITY OF KOTZEBUE
ITB #17-16: Cape Blossom Road Fill Material

TO: All Plan Holders of Record

Date: August 26, 2016

SUBJECT: Addendum No. 3

Bid Opening: **AUGUST 30, 2016 @ 2:00PM**

This addendum forms a part of the contract documents and modifies the original contract documents for the above referenced project. **Acknowledge receipt of this Addendum in the space provided on the Bid Form.** Failure to do so may subject the bidder to disqualifications. **This addendum addresses as administrative clarifications and responses to bidder questions as well as technical clarifications and revisions concerning the project.** Note that the following responses, clarifications and Bid Document Changes supersede any verbal answers to questions that may have been provided.

Administrative Items:

None

Questions during Bidding (As of August 25, 2016):

The following corrections, changes, additions, deletions, revisions, and or clarifications are hereby made a part of the documents for the City of Kotzebue – ITB #17-16: Cape Blossom Road Fill Material. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence.

Q23. Is the intent to remove the material required to be brought in to Kotzebue in 2016, I know this was spoken about on the conference call, but we still see the requirement is in the documents?

Reply: Preliminary delivery (as revised in Special Provisions Section 4.04) can occur any time, beginning in the 2016 shipping season, but shall occur no later than July 15, 2017.

Bid Document Changes:

The following corrections, changes, additions, deletions, revisions, and or clarifications are hereby made a part of the documents for the City of Kotzebue – ITB #17-16: Cape Blossom Road Fill Material. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence.

Specifications:

Section 4 Special Provisions

The first sentence of the third paragraph of Section 4.04 Time of Completion has been revised to read: Preliminary delivery can occur any time, beginning in the 2016 shipping season, but shall occur no later than July 15, 2017.

A sentence has been added to the fourth paragraph of Section 4.06 Special Site Conditions as follows: *If the contractor plans to operate haul trucks exceeding legal load limits on either Ted Stevens Way and/or across the two Ted Stevens Way bridges, a permit from ADOT&PF will be required.*

End of Addendum 3

**SECTION 4
SPECIAL PROVISIONS
TABLE OF CONTENTS**

	<u>Page</u>
Section 4 - Special Provisions	
4.01 General Statement	2
4.02 Scope of Work	2
4.03 Alternative Barge Landing and Material Storage Site	2
4.04 Time of Completion	2
4.05 Liquidated Damages	2
4.06 Special Site Conditions	3
4.07 Hazardous Waste Generation	3
4.08 Authority of the Engineer	3
4.09 Coordination and Schedule	3
4.10 Site Preservation, Restoration, Cleanup and Environmental Reporting	4
4.11 Permits	4
4.12 Payment	4
4.13 Public Convenience and Access	5
4.14 Street Closures	5
4.15 Utilities	5
4.16 Shop Drawings and Submittals	5
4.17 Disposal and Storage Sites	5
4.18 Superintendence by Contractor	5
4.19 Extensions Due to Delays and Suspension of Work	5
4.20 Responsibility for Damages	6
4.21 Repair of Damages Caused by Contractor	6
4.22 Use of Completed or Uncompleted Portions	6
4.23 Dispute Resolution	6

SECTION 4 SPECIAL PROVISIONS

4.01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Kotzebue General Conditions of the Construction Contract.

It shall be the responsibility of the Bidder to prepare his/her bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, City of Kotzebue General Conditions of the Construction Contract and the Special Provisions.

4.02 Scope of Work

The Scope of Work: for this contract encompasses procurement and delivery of rip rap and aggregate materials required for completion of the Cape Blossom Road project. The work includes procurement of materials, transporting of materials to Kotzebue, and offloading and placement of materials in the area designated in the contract documents.

4.03 Alternative Barge Landing and Material Storage Site

The City will consider proposals to use alternative barge landing and materials storage sites after award of the contract. The proposals must demonstrate how the alternative sites will meet the requirements of these specifications regarding restoration and how traffic impacts on the community of the proposed access routes. Bids for the ITB #17-16: Cape Blossom Road Fill Material contract shall be based on the barge landing site and material storage site shown in the drawings in Appendix A.

4.04 Time of Completion

All work shall be completed in accordance with the Contract Documents by **October 15, 2017**.

- Contractor shall submit a detailed Work Plan to the Owner's Representative describing proposed schedule, sequencing, and methods to accomplish the Work while meeting the specified criteria. The Updated Work Plan must be submitted within 10 days after Notice To Proceed (NTP) is issued and prior to beginning Work.
- Preliminary delivery can occur any time, beginning in the 2016 shipping season, but shall occur no later than **July 15, 2017**. *Preliminary delivery* is defined as delivery and placement in stockpiles of at least 5000 cubic yards of materials.
- Substantial project completion shall occur on or before **October 1, 2017**. *Substantial completion* is defined as materials delivered to the final storage site as specified in the contract documents, except final grading, final inspection and associated repairs/corrections.
- Final project completion shall occur on or before **October 15, 2017**. *Final project completion* is defined as all Work completed. This includes repairs/correction items identified at Substantial completion. If any additional repairs are required, the Contractor shall make these repairs immediately upon notification and prior to final application for payment.

4.05 Liquidated Damages

Liquidated damages will be assessed in the sum of **\$1,500 (one-thousand-five-hundred dollars)** for each calendar day after the completion date during which the Project remains substantially incomplete for those items scheduled for completion as noted above.

Substantial Completion: Substantial completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City of Kotzebue) can occupy or use the facilities, or that which is the subject of the contract, for its intended use.

The Contractor acknowledges that the daily amount of the liquidated damages is not a penalty but rather

is a reimbursement for damages that the Owner will sustain by reason of delayed completion. The Contractor further acknowledges that the daily amount of liquidated damages is a reasonable alternative to the complex calculations that would otherwise be necessary to determine such damages.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

4.06 Special Site Conditions

The location of material storage sites are shown in Appendix A. The contractor will closely coordinate all work with the Engineer and the City.

The Contractor shall make his/her own arrangements for areas and facilities needed for storage of materials, supplies and equipment, parking and other activities. Snow removal, security, and fencing for the provided staging area shall be the sole responsibility of the Contractor. The Contractor shall hold the Owner harmless from all claims or complaints arising from the use of such areas. Public streets in or outside this project will not be used for any storage activities (equipment and materials) and/or exclusive vehicle parking without prior written approval from the Engineer.

Hours of Work shall be limited to 7am to 9pm unless approved by the City.

The Contractor shall abide by the State of Alaska load restrictions when hauling material on Ted Stevens Way and across the two bridges on Ted Stevens Way. If the contractor plans to operate haul trucks exceeding State of Alaska load restrictions on either Ted Stevens Way and/or across the two Ted Stevens Way bridges, a permit from ADOT&PF will be required.

4.07 Hazardous Waste Generation

Every effort to minimize or eliminate the generation of hazardous waste shall be used by the Contractor in the performance of the work of this Contract in accordance with the Section entitled Temporary Erosion and Pollution Control. Unless there is no substitute, no hazardous materials shall be used in the performance of the work of this Contract. The Contractor will take all necessary precaution to avoid to release of petroleum based or other hazardous materials into the water and surrounding environment. The Contractor will be held responsible for any and all such spills and shall be liable for all associated clean-up work at no additional cost to the City.

4.08 Authority of the Engineer

The Engineer shall be the Owner's representative and shall observe the work in progress on behalf of the Owner and will be identified at the time the Notice to Proceed is issued. The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract. The Contractor shall at all times carry out and fulfill the written instructions and written directions of the Engineer regarding the Contract Documents.

The Engineer shall in all cases make determinations on any and all questions which may arise concerning the quality, quantity, and acceptability of materials furnished, the Work performed, the rate of progress of the Work and the interpretation of Contract Documents.

4.09 Coordination and Schedule

The Contractor shall submit to the Engineer a schedule as required in General Conditions, Article 6.04, Anticipated Schedules and SECTION 013300 - SUBMITTALS. Updated schedules shall be submitted with Progress Payment requests.

If requested by the Kotzebue capital projects manager, and at no additional cost to the City, the Contractor's designated field Superintendent will be required to attend meetings of the City of Kotzebue

City Council, or other meeting where the public is invited to attend. The purpose of attendance will be to inform the City and public members the current status and scheduling of events concerning the project.

A pre-construction conference will be held in Kotzebue following the Notice To Proceed. At that time the contractors anticipated work plan and schedule, shop drawing submittals, coordination with the Owner's representative, safety requirements and procedures, dispute resolution, changes and/or modifications and other administrative and construction related items will be discussed.

4.10 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The contractor shall take all precautions necessary to control dust. Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any oil or hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractors shall be responsible for all associated clean-up costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish or excess materials of any kind.

4.11 Permits

The Contractor will adhere to the provisions and stipulations set forth in all applicable permits. The following permit documents are included in Appendix B of the Contract Documents for reference and the final permits will be considered part of the Contract Documents:

4.12 Payment

Payments shall be in accordance with General Conditions, Payments to Contractor and Completion. All invoices for payment must include project name, project number, and contract number. If these are not included payment may be delayed. All invoices must reflect the information listed in the table below. Example:

Item #	Item	Unit	Unit Price	Plan		Previously Invoiced		This Invoice		Total To Date	
				Quantity	\$ Amt	Quantity	\$ Amt	Quantity	\$ Amt	Quantity	\$ Amt
1	Fill	CY	\$5.00	100	\$500	20	\$100	10	\$50	30	\$150

A 5% retainage from each Payment will held pending Final Payment.

Final Payment: Final payment will be made after all requirements for final completion as specified above and in Section 01700—*Contract Closeout* have been met.

4.13 Public Convenience and Access

The Contractor shall take all precautions necessary and install protective barriers, warning buoys, and/or warning signs to ensure public safety and continued access to adjacent areas to the project site.

4.14 Street Closures

If required, street closures and traffic control measures shall be made to offer the least possible interference to vehicular traffic. A Traffic Control Plan shall be delivered to the Engineer five (5) working days in advance of the closure or partial closure. Placement and design of signs, barricades and other devices to be furnished and used by the Contractor shall conform to the standards specified in the latest edition of the "Manual of Uniform Traffic Control Devices."

4.15 Utilities

Whenever the Contract Documents require permanent connections to be made to utility lines, the Contractor shall be responsible for making the connection to the utility line, or have the Utility Company make the connection, at the point(s) indicated on the Drawings. The Contractor shall be responsible for making all necessary applications to the Utility Company, for paying all fees and for performing any work associated with making the connections which is not performed by the Utility Company. The Contractor shall pay all costs for utility service prior to the Date of Substantial Completion.

The Contractor shall provide and pay all costs for temporary utilities including gas, water, telephone and electricity necessary to perform the work. The Contractor shall pay for these costs during periods of suspensions of work. The Owner does not represent that utility service is available to the site.

The Contractor shall provide and maintain temporary toilets and shall furnish drinking water, as required.

4.16 Shop Drawings and Submittals

The Contractor shall submit two copies of Shop Drawings required by the contract for review. One copy shall be produced on reproducible media such as vellum and one universal electronic media (e.g., such as, pdf, latest version of AutoCAD, etc.). The other copy may be of standard paper or bond materials. The Engineer will mark the reproducible copy in ink which will be returned to the Contractor for subsequent copying and distribution by the Contractor to suppliers and fabricators. Where feasible and legible in the opinion of the Engineer, shop drawings may be submitted on "reduced-size" media which is no greater in size than 11-inches by 17-inches to facilitate copying and expediting of marked shop drawings.

4.17 Storage Sites

The designated sites for storage of materials are shown in Appendix A. Prior to placement of materials, the Contractor shall inspect the site in the company of the Owner's representative in order to coordinate suitable storage locations and arrangement of proposed stockpiles.

4.18 Superintendence by Contractor

The proposed Superintendent shall have documented experience on at least three similar projects. The Contractor shall submit a resume, statement of qualifications and reference names and telephone numbers for the proposed Superintendent for approval by the Engineer. Lack of suitable qualifying experience will be cause for rejection of the proposed Superintendent.

The approved Superintendent shall not be replaced without written approval of the Engineer. The Superintendent shall be on site (i.e. @ Kotzebue) when construction work is in progress.

4.19 Extensions Due to Delays and Suspension of Work

Kotzebue is located in a region that has a high potential for adverse winter weather conditions. It is possible that the work may be suspended due to adverse weather conditions. If this should occur, the Contractor may request a suspension of the work. Construction beyond the contract completion date as described in the section entitled, Time of Completion, will not be allowed. Where the work is suspended due to adverse weather conditions, the Contractor shall not be entitled to additional compensation. Bids

shall be premised on the specified contract completion dates as defined in these documents.

If the Contractor requests and is granted a suspension in the work, the construction site will be left in a condition that does not impede the safety of the general public. Cautionary signs and barricades will be erected as required. The Contractor shall be solely responsible for the protection of all stored materials (not incorporated into the work) against heavy snow loads and snow removal operations.

4.20 Responsibility for Damages

The Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission, or neglect of the Contractor, his Subcontractors, or his employees in the performance of the Work.

Minimum Insurance Limits:

- General Liability \$1,000,000
- Automotive Liability \$1,000,000
- United States Harbor Workers & Compensation Coverage
- Provide Additional Insured Endorsement for City and Engineer.

It is specifically understood between the parties executing the Contract that the Contract Documents do not make anyone a third-party beneficiary, nor does the Contract authorize anyone not a party to maintain a lawsuit for personal injuries or property damage.

4.21 Repair of Damages Caused by Contractor

All damage and injury to property that is caused by or that results from the carrying out of the Work, or from any act, omission, or neglect of the Contractor, his Subcontractors, or his employees, shall promptly be remedied by the Contractor either by the repairing, rebuilding, or replacing of the property damaged or in some other manner satisfactory to the owner of such property. In case of failure on the part of the Contractor to promptly and satisfactorily remedy such damage or injury, the City of Kotzebue may proceed to repair, rebuild, or replace such property as required and the cost thereof will be deducted from any monies due or which may become due the Contractor.

In applying the above provisions, the repairing, rebuilding, or replacing of damaged property shall be understood to include the providing of any temporary facilities that may be needed to maintain normal service until the required repairing, rebuilding or replacing is accomplished.

4.22 Use of Completed or Uncompleted Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, prior to the date specified for completion, and such action and use shall not be considered an acceptance of that Work. If such use by the Owner causes additional expense to the Contractor and/or delay in the Work, the Contractor may be entitled to additional compensation and/or an extension of time. Claims for additional compensation or time extension shall follow the procedures set forth in General Conditions, Article 15, Claims and Disputes. The Owner shall be responsible for routine maintenance or damages caused by its use of such portions of the Work.

4.23 Dispute Resolution

The court venue shall be Second Judicial district, Kotzebue Alaska for dispute resolution.

END OF SECTION