

Haines Borough

Public Works Maintenance Shop Construction Phase IV

Project Manual

BID & BID INSTRUCTIONS, CONTRACT DOCUMENTS AND SPECIFICATIONS



Contact:

Julie Cozzi, Borough Clerk
Haines Borough
103 Third Ave. S
P.O. Box 1209, Haines, AK 99827
907-766-2231 x31
FAX - 907-766-2716
jcozzi@haines.ak.us

Issued: July 21, 2009

Bid Deadline: 2:00pm, Tuesday, August 18, 2009

Public Works Maintenance Shop Construction - Phase IV

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HAINES BOROUGH PUBLIC NOTICE

INVITATION FOR BIDS

Public Works Maintenance Shop Construction Phase IV



The Haines Borough will receive sealed bids from licensed general contractors with proven experience in similar projects for installation of Public Works Maintenance Shop Construction Phase IV until 2:00pm ADT, Tuesday, August 18, 2009 at the office of the Haines Borough Clerk.

Phase IV consists of a base bid for work to complete the building and an added alternative to partition the building. The base bid work includes grading and compacting in preparation for slab on grade, installing slab on grade with approved contractor-provided heat piping system with thermostatic controls for two distinct zones; insulating outside walls and ceiling; framing, insulating and trimming the building face and installing four overhead, tracked doors and one (1) man door on the building west exterior wall.

An added alternative to Phase IV will install a partition wall using metal studs, insulation, sheetrock, plywood and steel siding to eight (8) ft. height on both sides; and installing a man door in the wall.

The Haines Borough recommends that qualified interested parties visit the construction site, Block 17 Haines Townsite, prior to submitting a bid. The Haines Borough may waive any minor defects or reject any and all bids and reserves the right to negotiate with a bidder. Contract award to the lowest responsive bidder is anticipated to be made August 25, 2009 by the borough assembly.

A bid packet including instructions, forms, and specs is available from:

Julie Cozzi, Borough Clerk
103 Third Ave / P.O. Box 1209
Haines, Alaska 99827
Phone: 907-766-2231
Email: jcozzi@haines.ak.us
Online at www.hainesborough.us

Technical questions should be directed to:

Project Manager: Brad Maynard, Director of Public Facilities
Haines Borough, P.O. Box 1209
Haines, Alaska 99827
Phone: (907) 766-2257 Fax: (907) 766-2256
Email: bmaynard@haines.ak.us

Submittal Deadline: 2:00pm ADT, Tuesday, August 18, 2009

HAINES BOROUGH

Public Works Maintenance Shop Construction - Phase IV

Project History & Summary Scope of Work

Description Public Works Maintenance Shop Phase IV is the fourth phase of a four-phase project to construct a maintenance shop for the Department of Public Works, Haines Borough, on land owned by the Borough in Block 17, Haines Townsite, Haines.

History

Phase I consisted of design and permitting; procurement of the metal siding, door and roof; and excavation, drainage, in-slab mechanical and utility connections in preparation of foundation and slab work.

Phase II consisted of installation of concrete foundation, installation of approved contractor-provided heat piping system in slab, erection of owner-provided Varco-Pruden metal building, installation of owner-provided overhead door and contractor-provided man doors and windows.

Phase III consisted of providing heating, mechanical and electrical systems in two bays of the building.

Scope of Work

Phase IV, the work for which bids are being sought, consists of a base bid for work to complete the building as detailed herein, and an additive alternate to partition the building. The base bid work includes:

- 1) grading and compacting interior soils in preparation for pouring a slab on grade concrete floor;
- 2) installing slab on grade with approved contractor-provided heat piping system with thermostatic controls for two distinct zones;
- 3) insulating outside walls and ceiling;
- 4) framing, insulating and trimming the building face; and
- 5) installing four overhead, tracked doors and one (1) man door on the building west exterior wall.

An added alternate to the scope of work may include:

- 1) construction of a partition wall using metal studs, insulation, gypsum wallboard, plywood and steel siding; installing a man door in the wall.

The Project Manager for this project is Brad Maynard, Haines Borough Director of Public Facilities. All communications and coordination for the project shall be directed to Mr. Maynard. Appointments to visit the project site should be made by contacting him at (907-766-2257, or by email: bmaynard@haines.ak.us

Public Works Maintenance Shop Construction - Phase IV

BIDDING & CONTRACT REQUIREMENTS

INSTRUCTIONS to BIDDERS and CONDITIONS OF BID

1. BIDDERS shall submit their BID on the BID FORM (Bid and Bid Schedule) included in these instructions, in a sealed envelop plainly marked on the outside: **"PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV"**

The envelope shall bear on the outside the name of the BIDDER, BIDDER's address and phone number. If forwarded by mail, the sealed envelope containing the BID must be in another envelope addressed to HAINES BOROUGH, P.O. Box 1209, Haines, 99827, **ATTN: PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV.**

2. Any BID may be withdrawn prior to the scheduled opening of BIDS. Any BID received after the time and date specified shall not be considered. A BIDDER may not withdraw a BID within 60 days after the actual date of opening.
3. The HAINES BOROUGH, the OWNER, may waive any informalities or minor defects or reject any or all BIDS.
4. The OWNER may investigate as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if evidence fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the contemplated agreement for work.
5. A conditional or qualified BID will not be accepted.
6. The OWNER may award the contract to the responsible BIDDER who submits the lowest responsive BID for the project.
7. BIDDERS must satisfy themselves of the project conditions and the accuracy of any project specifications as stipulated in the Contract Documents prior to submitting a BID by examining the site and reviewing the Contract Documents, including Addenda. 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.
8. 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.
9. A BID must be accompanied by a BID BOND equal to five percent (5%) of the BID, payable to the Haines Borough. OWNER will return the BONDS of all except the three lowest responsible BIDDERS upon notice of apparent lowest responsive bidder. When an Agreement is executed the bonds of the two remaining BIDDERS will be returned. The BID BOND of the CONTRACTOR will be retained until a PAYMENT BOND and 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.
10. A PERFORMANCE BOND and A PAYMENT BOND each in the amount of 100% of the contract price, with a corporate or other surety approved by the OWNER, will be required for the faithful performance of the contract. Attorneys-in-fact who sign bonds must file with each bond a certified and effected dated copy of the power of attorney.

11. The lowest responsive BIDDER is required to execute the agreement and obtain all required bonding and insurance within ten (10) days of Notice of Award issued by OWNER. If the BIDDER fails to execute the agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the BID BOND shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of the agreement signed by the lowest responsive bidder, shall sign the agreement and return an executed duplicate of the agreement. Should the OWNER not execute the agreement within such period, the BIDDER may, by written notice, withdraw his signed agreement, effective upon receipt by the OWNER.

12. The OWNER shall issue a Notice to Proceed within ten (10) days of the execution of the agreement. If the Notice to Proceed cannot be issued within that period, the time may be extended by mutual agreement. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the agreement without further liability on the part of either party.
13. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over this agreement shall apply to the contract throughout.
14. The conduct of the BID and the conduct of the Work will be governed by the Contract Documents, more specifically, the General Conditions and Supplemental Conditions.
15. A responsive bid must include the following at the time of bid opening:
 1. Signed Bid and Bid Schedule with Alaska General Contractor's License Number
 2. Bid Bond, certified or cashier's check
 3. Non-collusion Affidavit

Additionally, a responsive bidder shall be expected to prove successful experience in similar projects.

Public Works Maintenance Shop Construction - Phase IV

BID and BID SCHEDULE

The BID for the **Public Works Maintenance Shop Construction – Phase IV** must be submitted with this form. Other documents should be attached, as needed.

The Borough will award the contract to the Bidder who submits the lowest responsive, responsible bid, based on the bid amounts as entered below and described in any attachments. The Borough reserves the right to reject any and all bids and negotiate with the Bidder submitting the lowest bid amount.

➔ Submittal deadline: 2:00pm ADT, Tuesday, August 18, 2009.

BID of _____ (hereinafter called *Bidder*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Borough*).

Bidder hereby proposes to perform the work of the Public Works Maintenance Shop Construction Phase IV project in accordance with the Borough's Request for Bids.

Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Initial: _____
 Addendum No. _____ Initial: _____

BIDDER INFORMATION:

Principal Contact: _____ Title: _____
 Business Name: _____
 AK General Contractor License #: _____
 Business Physical Address: _____
 Business Mailing Address, if different: _____
 Phone: _____ Fax: _____
 Email: _____

BID:

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for completion of Base items as follows:

Item	Description	Unit	Price Each	Total Price
1	FLOOR. Ground preparation, insulation, slab on grade, approx. 1680 sq. ft.	2 each		
2	INFLOOR HEAT. Zone installed and operational, approx. 35' x 48'	2 each		
3	INSULATION. Frame, insulate and trim south wall, insulate exterior walls and ceiling			
4	DOORS. Supply and install four (4) overhead track doors in south wall and one man door in west exterior wall.			
TOTAL BASE BID				

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for completion of Added Alternative item, if approved by the Haines Borough Assembly as funds are available, as follows:

Item	Description	Bid Price
4	PARTITION WALL. Frame, insulate and finish partition wall at Gridline 3	

TOTAL COMBINED BID FOR BASE AND ADDED ALTERNATIVE (written):

_____ Dollars \$ _____

Continued next page →→→

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents entitled **Public Works Maintenance Shop Construction - Phase IV**, and in the manner described therein, to perform the WORK specified.

Bidder accepts all of the terms and conditions of the Contract Documents including those in Instructions to Bidders, and will furnish insurance certificates, Payment Bond, Performance Bond and any other documents as may be required by the Contract Documents.

Bidder is familiar with the nature and extent of the Contract Documents, work, site, legal requirements and conditions.

The Bidder agrees to furnish to the Haines Borough all information and data that may be requested to give evidence that the undersigned is properly qualified to carry out the obligations of the Contract Documents.

Bidder agrees to complete the work required under the Contract Documents by **November 15, 2009** and to accept as full payment the Contract Price stated on this Bid Schedule, and in the manner stipulated by the Contract Documents.

The Bidder assures that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER, and furthermore, has provided a notarized affidavit of non-collusion with this bid.

Bidder's Authorized Signature

Printed Name

Date

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV**

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA)

STATE OF ALASKA)

I, _____ of _____, being duly sworn,
so depose and state:

That I, or the firm, association or corporation of which I am a member, a BIDDER on the contract to be awarded by the Assembly of the HAINES BOROUGH for the delivery of:

PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV

located in Haines, Alaska, have not, either directly or indirectly entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Authorized Signature of Bidder _____

Subscribed and sworn to me this ____ day of _____, **2009**.

Notary Public _____

My Commission Expires: _____

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
_____ as Principal and
_____ as Surety,
are hereby held and firmly bound unto the HAINES BOROUGH, as OWNER, in the penal sum of
_____ Dollars (\$_____) for the payment
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this _____ day of _____, **2009**.

The condition of the above obligation is such that whereas the Principal has submitted to the HAINES BOROUGH, ALASKA a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for: **PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV**

NOW, THEREFORE

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials or equipment in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, and day and year first set forth above. *Note: Surety companies executing BONDS must appear on the Treasury Department's most current list and be authorized to transact business in Alaska.*

(SEAL) _____
Principal
BY: _____

(SEAL) _____
Surety
BY: _____

Contract Forms

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, **2009** by and between the HAINES BOROUGH, acting herein through its Manager, hereinafter called "BOROUGH" and _____, doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete Public Works Maintenance Shop Phase IV hereinafter called the PROJECT.
2. Except as expressly described as owner-provided in the contract documents, the CONTRACTOR will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS following the date of the NOTICE TO PROCEED and will substantially complete the project by **November 15, 2009** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. If the Contract is not extended and the project is not substantially complete on November 15, 2009, the Owner and Contractor agree that as liquidated damages for delay, the Contractor shall pay the Owner \$150 for each day expiring after November 15, 2009 until the contract is fulfilled.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars(\$_____).
5. The OWNER will pay to the CONTRACTOR as provided in General Conditions Article 14; progress payments will be made on invoices submitted periodically, based on the estimated completion of each bid item contained in the Contract document Bid and Bid Schedule.
6. The CONTRACTOR and the OWNER agree to communicate completely and timely on any issue of concern that may develop in the execution of the contract, thereby ensuring disclosure and mutual regard in the successful completion of the work. OWNER names the Haines Borough Project Manager as the Project Engineer referenced in Contract Documents.
7. The term CONTRACT DOCUMENTS means and includes the following:
 - (A) Request for Bids
 - (B) Instructions to Bidders
 - (C) Bid and Bid Schedule
 - (D) Bid Bond
 - (E) Agreement
 - (F) General Conditions
 - (G) Supplemental Conditions
 - (H) Payment BOND
 - (I) Performance BOND
 - (J) Specifications and Technical Drawings
 - (K) Certification for Contracts, Grants, and Loans
 - (L) State of Alaska Dept. of Labor Wage and Hour Pamphlet No. 600
 - (M) Addenda, if any
 - (N) Notice of Award
 - (O) Notice to Proceed
 - (P) Change Orders, if any

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in copies each of which shall be deemed an original on the year and date first above written.

HAINES BOROUGH:

CONTRACTOR:

Thomas Bolen, Borough Manager

President/Owner

ATTEST:

Corporate Secretary, if applicable

Julie Cozzi, Borough Clerk

S E A L:

Address

Employer ID Number

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we _____, a _____
(Name of Contractor) (Corporation, Partnership, Individual)

hereinafter called "Principal" and

_____ of _____,
(Surety) (Address/State)

hereinafter called the "Surety",

are held and firmly bound unto the HAINES BOROUGH, hereinafter called "OWNER", in the penal sum of _____ dollars (\$_____) in lawful money of the united States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal has or is about to enter into a certain contract with the OWNER, a copy of which is hereto attached and made a part hereof for:

Public Works Maintenance Shop Construction - Phase IV

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV
PERFORMANCE BOND**

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____, **2009**.

ATTEST: _____ (Principal)

(Principal's) Corporate Secretary BY: _____

(Affix CORPORATE SEAL, if applicable) _____
Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST: _____ (Surety)

(Surety) Secretary BY: _____
Attorney-in-fact

(Affix SURETY'S SEAL) _____
Address - Zip Code

Witness as to Surety

Address - Zip Code

Note: if principal is partnership, all partners must execute bond.

Important: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

This Performance Bond must comply with AS 36.25.010(a)(1) a performance bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond; the amount of the performance bond shall be equivalent to the amount of the payment bond;

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, a
(name of CONTRACTOR)

_____ hereinafter called "Principal" (Corporation, Partnership,
Individual)

and _____ of _____,
(Surety)
State of _____ hereinafter called the

"Surety " are held and firmly bound unto The HAINES BOROUGH

hereinafter called "OWNER", in the penal sum of _____

_____ dollars (\$_____)

in lawful money of the united States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal has or is about to enter into a certain contract with the OWNER, a copy of which is hereto attached and made a part hereof for:

Public Works Maintenance Shop Construction - Phase IV

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor performed in such work, whether by subCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV
PAYMENT BOND**

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2009.

ATTEST: _____ (Principal)

(Principal's) Corporate Secretary BY: _____
(Affix CORPORATE SEAL, if applicable) Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST: _____ (Surety)

(Surety) Secretary BY: _____
(Affix SURETY'S SEAL) (Attorney-in-fact)
Address - Zip Code

Witness as to Surety

Address - Zip Code

Note: Date of Bond must not be prior to date of Contract. If principal is partnership, all partners must execute bond.

Important: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

This Payment Bond must comply with AS 36.25.010(a)(2) a payment bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond for the protection of all persons who supply labor and material in the prosecution of the work provided for in the contract; **when the total amount payable by the terms of the contract is not more than \$1,000,000, the payment bond shall be in a sum of one-half the total amount payable by the terms of the contract;** when the total amount payable by the terms of the contract is more than \$1,000,000 and not more than \$5,000,000, the payment bond shall be in a sum of 40 percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$5,000,000, the payment bond shall be in the sum of \$2,500,000.

Conditions of the Contract

INSERT
General Conditions Document
HERE

This document is available on the Haines Borough website: www.hainesborough.us/rfp.html.

Contact the Office of the Borough Clerk if you would like a hard copy.

PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV

SUPPLEMENTARY CONDITIONS

1. Delete Article 2 - Preliminary Matters, 2.02 *Copies of Documents*.
Substitute: Upon request, Owner shall furnish to Contractor one printed copy of the Project Manual. Contract documents may be viewed and downloaded from www.hainesborough.us/rfp.html.
2. Delete Article 2 – Preliminary Matters, 2.05 *Before Starting Construction, A. Preliminary Schedules*.
Substitute: Within 10 days after the effective date of the Agreement, Contractor shall provide Engineer for review and approval:
 1. a proposed schedule of work progress and confirmation of payment request schedule.
 2. a Schedule of Submittals identifying any suggested deviation from specified, like, equivalent or "or-equal" items to be supplied by the Contractor, and
 3. a scaled shop drawing of the required infloor heat piping system (Wirsbo or equal), produced by a licensed installer.
3. Delete Article 4 – Availability of Lands...4.04 *Underground Facilities, A. Shown or indicated 1. and 2.*
Substitute: The Owner shall have responsibility for locating all underground facilities shown or indicated in the Contract Documents. Contractor shall be responsible for the safety and protection of all such underground utilities and repairing any damage resulting from the work described in the Contract Documents.
4. Delete under "Article 5 Bonds and Insurance" from the General Conditions Paragraphs 5.04 through 5.10 and substitute the following:
 - 5.04 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR's execution of the work, whether such execution be by the CONTRACTOR, a SubCONTRACTOR, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
 - 5.04.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts:
 - 5.04.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees; injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by any other person; and
 - 5.04.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
 - 5.04.5 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the OWNER.
 - 5.05 The Contractor shall procure and maintain, at the Contractor's own

expense during the contract time, insurance as hereinafter specified:

**Public Works Maintenance Shop Construction - Phase IV
Supplementary Conditions**

Page 2

5.05.1 Workers Compensation: In accordance with AS 23.30.045:

1. Statutory
2. Applicable Federal: Statutory
3. Employer's Liability: \$1,000,000.00

Bodily Injury by Accident: \$100,000.00 each Accident
Bodily Injury by Disease: \$100,000.00 each Employee
Bodily Injury by Disease: \$500,000.00 policy

- a. Contractor agrees to waive all rights of subrogation against the Owner and Engineer for work performed under this Contract.
- b. If Contractor directly utilizes labor outside the State of Alaska in the prosecution of Work, "Other States" endorsement shall be required as a condition of the Contract.

5.05.2 Comprehensive General Liability:

1. Combined Single Limit
\$1,000,000.00 each Occurrence
\$1,000,000.00 Annual Aggregate
 - a. Products/Completed Operations
\$1,000,000.00 Annual Aggregate
 - b. Personal Injury
\$1,000,000.00 each Occurrence
\$1,000,000.00 Annual Aggregate

Policies will include premises/operations, products, completed operations, independent contractors, Owners and Contractors protective, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

5.05.3 Comprehensive Automobile Liability: including Owned, Hired, and Non-owned Vehicles:

1. Combined Single Limit, Bodily Injury and Property Damage - \$1,000,000.00

5.05.4 COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statutes, the Contractor shall provide, and shall cause such subcontractor to provide, compensation insurance with a private company in an amount equivalent to that provided by the Workmen's Compensation statute for the protection of his employees not otherwise protected. Proof of said insurance shall be provided to the Owner with the signed contract documents.

- 5.06 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The CONTRACTOR shall obtain and keep in force during the term of the Contract, public liability insurance in companies and in form to be approved by the OWNER. Said insurance shall provide coverage to the CONTRACTOR, any subCONTRACTOR performing work provided by this Contract, the OWNER.
- 5.07 INDEMNIFY OWNER AND ENGINEER FROM LOSS: The CONTRACTOR hereby agrees to save the OWNER and Engineer harmless from all loss or damage by reason of any acts or omissions on the part of the CONTRACTOR, subcontractors, agents and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the OWNER or Engineer, its officers and employees by any third person alleging injury by judgment which may be obtained against the OWNER or Engineers, its officers and employees even if the claim or injury was the result of OWNER's or Engineer's own negligence to the full extent allowable under AS 45.45.900.
5. Delete Article 6 – Contractor's Responsibilities, 6.02 *Labor; Working Hours*, B. "Contractor will not permit the performance of Work on a Saturday, Sunday or any legal holiday without Owner's written consent...Engineer."
6. Add to Article 6 – Contractor's Responsibilities:
"6.025 Labor; Rates of Pay and Reporting Payroll
A. Project is governed by Alaska Statute Title 36. Public Contracts. Contractor is required to compensate employees in accordance with Alaska Department of Labor & Workforce Development Wage and Hour Administration Pamphlet No. 600, a Contract Document.
B. Contractor is required to report and certify payroll in accordance with instructions contained in Alaska Department of Labor & Workforce Development Wage and Hour Administration Pamphlet No. 600."
7. Delete Article 6 – Contractor's Responsibilities, 6.08 *Permits*.
Substitute: Owner shall obtain and pay for all construction permits and licenses.
8. Delete Article 6 – Contractor's Responsibilities, 6.10 *Taxes*.
Substitute: This project is exempt from tax on consumer goods and services. The Contractor shall identify the Project as Haines Borough Public Works Shop Project on all purchase orders, invoices, sales receipts, etc.
9. Delete Article 13 – Test and Inspections..., 13.03 *Tests and Inspections* C. and D.
Substitute: Owner requires slump, compression and density tests of Concrete and shall be responsible for arranging and obtaining these tests and pay all costs associated.

INSERT

AK Dept. of Labor and Workforce
Development Wage and Hour
Administration Pamphlet No 600

HERE

This document is available on the Haines Borough website: www.hainesborough.us/rfp.html.

Contact the Office of the Borough Clerk if you would like a hard copy.

**HAINES BOROUGH
PUBLIC WORKS MAINTENANCE SHOP CONSTRUCTION - PHASE IV
SPECIFICATIONS**

Base bid will prepare that area identified in the Bid Document drawings (70' X 48') and install slab on grade with in-floor heating and thermostatic controls in two distinct zones; frame, insulate and trim the south wall of the existing building and insulate exterior walls and ceiling; install four (4) 16' X 16' overhead doors in the south wall and a man door in the west exterior wall. An added alternative to the bid will install a partition wall with a man door at gridline C3.

1. **Slab on grade preparation** - Contractor will install 12" thickened slab X 2 ft. at Gridline 3. Contractor will lay 4 inches of D-1 compacted to 95% density under all slab on grade.
2. **In-floor Heat Piping system** - WIRSBO or equal and provide for two separate control zones connected to existing furnace. System shall be tested and operational. A zone is 35 ft. X 48 ft.; loops shall not exceed 500 ft. Shop drawing by licensed installer to be submitted within 10 days of effective date of Agreement. [See Supplemental Conditions Item #2.]
3. **Floor Insulation** - 4" extruded polystyrene, density 250 or better laid from south wall into floor 12 ft. (12') 2" extruded polystyrene from 12 ft. in to north wall.
4. **Floor Vapor Barrier** - 6 mil poly
5. **Concrete Specifications**
 - a. Steel Reinforcement: shall be ASTM grade 60 (60 KSI), #5, 12 inches O.C. Shall comply with CRSI's Manual of Standard Practice; shall not cut or puncture vapor barrier. (If vapor barrier damaged, shall be repaired and resealed prior to placing concrete.); shall be cleaned of loose rust and mill scale, earth, ice and other foreign materials; shall be set with wire tie ends directed into concrete, not toward exposed concrete surfaces.
 - b. Lap splices of reinforcement shall be the bar diameter x 40 or a minimum of 24 inches.
 - c. Hook Bars shall have a minimum of 12 bar diameters past the radius of hook. Radius of bend shall conform to ASTM 318.
 - d. All reinforcing steel shall have a minimum of 3 inches cover.
 - e. Concrete shall meet ACI criteria pro 3500 PSI and shall have "Stealth" fiber reinforcement.
 - f. Slab on grade thickness shall be 6 inches (6") except at gridline 3, slab on grade shall be 12" X 2 ft.
 - g. Construction Joints: shall be installed so strength and appearance of concrete are not impaired, at locations approved by Project Manager.
 - h. Contraction Joints in Slab: Form weakened-plane contraction joints, sectioning concrete into areas indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-trimmed blades. Cut 1/8 inch-wide joints into concrete when cutting action will not tear, abrade or otherwise damage surface and before concrete develops random contraction cracks.

i. Placement

1. Before placing concrete, verify that required inspections have been performed.
2. Water may be added to concrete at Project site, subject to limitations of ACI 301, and NOT after adding high-range water-reducing admixtures to mix.
3. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints. Deposit concrete to avoid segregation.
4. Deposit and consolidate concrete for floors and slabs in a continuous operation within limits of construction joints until placement of a panel or section is complete.
 - i. Consolidate concrete during placement so concrete is thoroughly worked around reinforcement and into corners.
 - ii. Maintain reinforcement in position on chairs during concrete placement.
 - iii. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - iv. Provide a uniform six (6) inch slope from the north wall of the building toward the south wall to sill (48 ft.)
 - v. begin initial floating using bull floats or derbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

j. Finishing Floors and Slabs

1. Comply with recommendations in ACI 302.1R for screeding, re-straightening and finishing operations for concrete surfaces. Do not wet concrete surfaces.
2. Trowel Finish: after applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects.

6. South Wall and Doors

- a) Contractor to frame, insulate and trim out south wall using conventional methods where sectional overhead doors are installed. R28 batten insulation throughout.
- b) Contractor will procure and install four (4) Thermacore Model 591 or equal steel insulated sectional overhead doors in south wall.

16' X 16'
1-5/6" thick sections
Solid foamed-in-place polyurethane core
26 ga.
Double end stile
Hi-lift, leaf spring bumpers
Torsion spring counter balance
3-1 reduced drive chain hoist

- c) Contractor to supply and install one (1) metal door, Global Building Products, #3070 Standard Preassembled system or equal in west exterior wall.

7. Wall and Ceiling Treatment

- a. North Wall: (16' 8 1/2" X 70' = approx. 1170 sq. ft.) R28 or better batten insulation throughout, metal sheathing to eight ft., trim edge; 10 ft. liner panels to ceiling.
- b. Ceiling: 48'8" X 70' = approx. 3400 sq. ft. Simple Saver R30 throughout, as installed in completed bay.

8. Added Alternative: Partition Wall at Gridline 3

- a. Metal Studs, 6 inch, floor to ceiling.
- b. R28 Batten Insulation, floor to ceiling.
- c. Bay wall, east-facing: (approx 994 sq. ft./surface) 1/2" Sheetrock floor to ceiling. Mud and Tape. Entire wall primed and painted one coat, off-white from 8 ft. height to ceiling. 1/2" CDX interior plywood installed over primed sheetrock from floor to eight ft. height.
- d. Bay wall, west: Vapor Barrier, 26 gauge metal sheathing floor to ceiling, light blue.
- e. Door installed as in existing completed bay.