

ADDENDUM No. 1 TO THE CONTRACT DOCUMENTS

Project: City of Dillingham Streets Rehabilitation

Addendum Issue Date: June 24, 2019

Issued for Bid Date: June 18, 2019

Bid Due Date: July 25, 2019 1:00pm (AK) --- CHANGED THIS ADDENDUM ---

Previous Addenda Issued: None

Issued By: Michael Gemmell
PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 99503

Notice to Bidders:

Bidders must acknowledge receipt of this addendum prior to the date set for bid opening by one of the following methods:

- (1) By acknowledging receipt of this addendum on the bid submitted.

The bid documents require acknowledgment individually of all addenda to the Drawings and/or Specifications. This is a mandatory requirement and any bid received without acknowledgment of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a bid already submitted, such modification may be made by fax provided such a fax refers to this addendum and is received prior to the opening date specified above.

The Contract Documents for the above project are amended as follows (all other terms and conditions remain unchanged):

ITEM 1

Section: *Invitation for Bids – Important Dates*

Replace the current Invitation for Bids with the attached Addendum No. 1 Invitation for Bids. This change is made to update the following:

- Change the Pre-Bid Meeting date to **July 9, 2019** at 2:00 pm AK Standard Time.
- Change the Bid Due date to **July 25, 2019** at 1:00 pm AK Standard Time
- Update City of Dillingham contact phone number to (907) 842-3785
- Update location of Pre-Bid Meeting and Bid Opening to include both City of Dillingham City Hall *and* PND Engineers, Inc. Anchorage Office

ITEM 3

Section: *Bid Schedule*

Replace the current Bid Schedule with the attached Addendum No. 1 Bid Schedule. This change is made to update the formatting of the Bid Schedule to better accommodate bid prices.

ITEM4

Section: *Supplementary Conditions*

Replace the current Supplementary Conditions with the attached Addendum No. 1 Supplementary Conditions. This change was made to correct an error in the section footer and update the AKDOT&PF Specification reference on Page 5 to the 2017 Edition.

END OF ADDENDUM

**CITY OF DILLINGHAM
DILLINGHAM STREETS REHABILITATION**

INVITATION FOR BIDS

Sealed Bids for the **CITY OF DILLINGHAM – DILLINGHAM STREETS REHABILITATION**, addressed to the City of Dillingham, will be received at the following locations:

City of Dillingham
P.O. Box 889
141 Main Street
Dillingham, AK 99576
Tel. 907-842-3785

and

PND Engineers, Inc.
1506 West 36th Ave.
Anchorage, AK 99503

Other pertinent bidding information is listed below:

Design Engineer – PND Engineers, Inc.

Pre-Bid Meeting – July 9, 2019 @ 2:00 pm (Alaska), at City Hall in Dillingham, AK and PND Engineers, Inc. in Anchorage, AK; teleconference will be available

Bids Due – July 25, 2019 @ 1:00 pm (Alaska), the Bid Opening will be held at City Hall in Dillingham and PND Engineers, Inc. in Anchorage, AK, teleconference will be available.

Final Completion Date – September 30, 2020

Sealed bids will be received until the local time (Alaska) and date specified above and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Work Scope:

The work will include, but not be limited to, furnishing all labor, tools, equipment, and materials and performing all operations required to complete the **CITY OF DILLINGHAM – DILLINGHAM STREETS REHABILITATION**.

The work generally consists of reconstruction of various roadway and sidewalks located within the City of Dillingham. The work will require reconstruction of approximately 3000 linear feet of roadway. Reconstruction may include removal of existing asphalt, concrete sidewalk, and concrete curb and gutter, adjustment of existing utilities and installation of new roadway base with insulation, asphalt treated base, hot mix asphalt, and new concrete sidewalk and curb and gutter. Other items of work include minor storm drain improvements, installation of ADA compliant concrete curb ramps, roadway signs, topsoil and seeding, and line striping.

Project Location: Dillingham, Alaska

Owner: City of Dillingham

Bid Requirements:

Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Dillingham, Alaska, in an amount not less than 5 (five) percent of the Total Bid amount. The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding/Contract Forms.

A site visit by all Bidders is strongly recommended.

The successful Bidder shall hold such Contractors and Business Licenses as required by State Statutes and City of Dillingham. The right is reserved to reject any or all Bids, to waive informalities or irregularities in the bidding, and to accept bids that are considered to be in the best interest of the City of Dillingham.

Interested bidders should email or fax their contact information on official letterhead to the City of Dillingham c/o PND Engineers, Fax (907) 563-4220, or Phone (907) 561-1011. Contact information should include company name, company address, contact name, phone, fax, and email address.

Technical questions and requests to register on the Plan Holders List shall be directed in writing to Mike Gemmell (PND Engineers, Inc.) at the address shown below:

PND Engineers, Inc.
1506 West 36th Avenue
Phone: (907) 561-1011 Fax: (907) 563-4220
Email: mgemmell@pndengineers.com

**CITY OF DILLINGHAM
DILLINGHAM STREETS REHABILITATION
BID SCHEDULE**

Basic Bid

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
201(3B)	Clearing and Grubbing	Lump Sum	All Required		
202(2)	Removal of Pavement	Square Yard	4,630		
202(3)	Removal of Sidewalk	Square Yard	260		
202(9)	Removal of Curb and Gutter	Linear Foot	750		
203(3)	Unclassified Excavation	Cubic Yard	13,500		
203(6)	Borrow, Type A	Ton	18,110		
301(1)	Aggregate Base Course, Grading D-1	Ton	1,520		
306(1)	ATB	Ton	1,450		
306(2)	Asphalt Binder, PG 52-34	Ton	77		
306(15)	Asphalt Price Adjustment	Contingent Sum	All Required	\$0.00	\$0.00
401(1)	HMA, Type II; Class A	Ton	990		

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
401(4)	Asphalt Binder, PG 52-34	Ton	52		
402(1)	STE-1 Asphalt for Tack Coat	Ton	3		
604(4)	Adjust Existing Manhole	Each	9		
604(13B)	Remove and Replace Storm Drain Manhole Frame, Inlet, and Grate	Each	3		
607(4)	Reconstructed Fence	Lump Sum	All Required		
608(1A)	Concrete Sidewalk, 4 inches thick	Square Yard	610		
608(1B)	Concrete Sidewalk, 6 inches thick	Square Yard	200		
608(6)	Curb Ramp	Each	4		
609(2)	Curb and Gutter, Type 1	Linear Foot	720		
610(2)	Ditch Lining	Ton	30		
615(1)	Standard Sign	Square Foot	104		
615(6)	Salvage Sign	Each	4		
618(2)	Seeding	Pound	50		

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
620(1)	Topsoil	Square Yard	130		
627(10)	Adjustment of Valve Box	Each	9		
630(2)	Geotextile, Stabilization, Class I	Square Yard	9,600		
635(1)	Insulation Board	MBM	175		
639(3)	Approach	Each	13		
640(1)	Mobilization and Demobilization	Lump Sum	All Required		
640(4)	Worker Meals and Lodging, or Per Diem	Lump Sum	All Required		
641(1)	Erosion, Sediment and Pollution Control Administration	Lump Sum	All Required		
641(2)	Temporary Erosion, Sediment And Pollution Control	Contingent Sum	All Required	\$40,000.00	\$40,000.00
641(6)	Withholding	Contingent Sum	All Required	\$0.00	\$0.00
641(7)	SWPPP Manager	Lump Sum	All Required		
642(1)	Construction Surveying	Lump Sum	All Required		
642(3)	Three Person Survey Party	Hour	40		
643(2)	Traffic Maintenance	Lump Sum	All Required		

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
643(3)	Permanent Construction Signs	Lump Sum	All Required		
643(15A)	Flagging	Contingent Sum	All Required	\$55,000.00	\$55,000.00
643(23)	Traffic Price Adjustment	Contingent Sum	All Required	\$0.00	\$0.00
643(25)	Traffic Control	Contingent Sum	All Required	\$70,000.00	\$70,000.00
644(1)	Field Office	Lump Sum	All Required		
644(8)	Vehicle (LT/SUV)	Each	1		
644(10)	Engineering Communications	Contingent Sum	All Required	\$5,000.00	\$5,000.00
644(15)	Nuclear Testing Equipment Storage Shed	Each	1		
646(1)	CPM Scheduling	Lump Sum	All Required		
670(10)	MMA Pavement Markings	Lump Sum	All Required		
685(1)	Site Pre-Cleaning	Lump Sum	All Required		

TOTAL BASE BID (NUMERICAL) _____

TOTAL BASE BID (WRITTEN TEXT) _____

BID AUTHORIZATION

The undersigned represents (check appropriate boxes) that he/she operates as an Individual,
 Joint Venture, Partnership, or Corporation, incorporated in the State of _____.

BIDDER: _____

Company (Print)

Authorized Representative (Print)

Authorized Representative (Signature)

Title (Print)

Date

Telephone

CORPORATE SEAL (If Corporation)

REFERENCE:

1. "GENERAL CONDITIONS OF THE CONTRACT", constitutes the General Conditions of this Contract and is further revised and supplemented by the provisions of these Supplementary Conditions to the Contract, hereinafter called the "Supplementary Conditions." The General Conditions and the Supplementary Conditions are applicable to all of the Work under this Contract and shall apply to the Contractor and all Subcontractors.

SUPPLEMENTS: 2. The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect.

SC-1 ARTICLE 1 – DEFINITIONS, Add the following:

1.1 Standard Specifications

1.1.1 Except as set forth in the attached special provisions, the **ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOTPF) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (SSH)**, 2017 Edition, are hereby incorporated and become a part of these Contract Documents. Standard Modifications and Special Provisions to the ADOTPF Standard Specifications for Highway Construction are made in the Supplementary Conditions.

OWNER - The OWNER and CONTRACTING OFFICER are further defined as:

The City of Dillingham
P.O. Box 889
Dillingham, Alaska 99576
Tel. (907) 842-5211
Attn: Cynthia Rogers, City Planner

PROJECT MANAGER – The PROJECT MANAGER is further defined as:

The City of Dillingham
P.O. Box 889
Dillingham, Alaska 99576
Tel. (907) 842-5211
Attn: Tod Larson, City Manager

SC-2 ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.2 Copies of Contract Documents:

Change the paragraph to read: "The CITY shall furnish the CONTRACTOR up to six (6) copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction."

3.5.2 Discrepancy – Order of Precedence:

Replace section with the following:

When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

All project permit requirements
Supplemental Conditions
Special Provisions
General Conditions

Design Drawings
Standard Specifications
Standard Drawings

SC-3 ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

Add the following section:

4.8 HAZARDOUS MATERIALS

- A. OWNER shall be responsible for any Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of WORK and which may present a substantial danger to persons or property exposed thereto in connection with the WORK at the site. OWNER will not be responsible for any such material brought to the site by the CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

- B. CONTRACTOR shall immediately stop all WORK in connection with such hazardous condition and any area affected thereby (except in an emergency as required in the General Conditions) and notify OWNER and ENGINEER (and thereafter confirm such notice in writing.) OWNER will promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume WORK in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto, and delivered to CONTRACTOR special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for resumption of the WORK or specify any special conditions under which such WORK may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such WORK stoppage or such special conditions under which WORK is agreed by CONTRACTOR to be resumed, either party may make a claim therefore and provided in Articles 10 and 11."

SC-4 ARTICLE 5 – BONDS, INSURANCE, AND INDEMNIFICATION

Item 5.4 *Insurance Requirements*, 5.4.1, add the following sentence:

"PND Engineers Inc. will act as the City's agents and shall be specifically named as additional insured under the insurance coverage so specified and where allowed."

SC-5 ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

Section 6.16, delete subsection and replace with the following:

Section 6.16 As-built Drawings:

The Contractor shall maintain in a safe place at the project site one record copy of all Drawings, Specifications, Addenda, Field Memos, Work Orders, Change Orders, Supplemental Agreements and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good condition. These record documents shall be annotated to show all changes made during construction and will include as-built Drawings. These documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings shall be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

All costs associated with producing and maintaining the record documents shall be included with the general cost of the Work.

Section 6.17, add the following:

6.17.5 The Contractor shall do whatever work is necessary for overall project safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and is not limited to normal working hours.

Safety provisions shall conform to regulations issued by Federal and State Departments of Labor occupational safety and health, including but not limited to federal or state OSHA regulations, and other applicable federal, state, and local laws, ordinances, codes, or requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these are in conflict, the more stringent requirements shall apply. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.

The Engineer's duty to conduct construction review of the Contractor's performance does not include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.

As part of its safety program, Contractor shall maintain at its office or other well-known location at the job site, safety equipment applicable to the Work as prescribed by governing safety authorities, and articles necessary for giving first aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.

Contractor shall do all work necessary to protect the general public from hazards, including but not limited to, surface irregularities, trenches, excavations, and blasting. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. Construct and maintain satisfactory and substantial fencing, railings, barricades, or steel plates, as applicable, at all openings, obstructions, or other hazards. Such barricades shall have adequate warning lights as necessary or required for safety.

SC-6 ARTICLE 7 – LAWS AND REGULATIONS

Section 7.2, add the following:

7.2.5 "All expenses required to comply with permits shall be the sole responsibility of the CONTRACTOR. Shutdowns and delays required for compliance with any permit shall not constitute a basis for claims for additional time or additional compensation."

SC-8 ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.2 Starting the Work; Change the second sentence to read as follows:

"CONTRACTOR shall notify the Contracting Officer at least fourteen (14) days in advance of the time actual construction operations will begin."

11.5 Extension Due to Delays; Add the following sentences:

"Normal weather in Dillingham shall not be cause for time extension and the CONTRACTOR shall allow ample time in his schedule to accommodate normal weather delays.

Shutdown or delays required by permit conditions shall not be cause for time extension."

SC-9 ARTICLE 13 – PAYMENTS TO CONTRACTOR AND COMPLETION

13.4, Review of Applications for Progress Payments:

The Contracting Officer will, either indicate in writing a recommendation of payment, or return the Application of Payment to the CONTRACTOR indicating in writing the Contracting Officer's reasons for refusing to recommend payment. If the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment.

13.8 Retainage:

Delete the existing paragraph and replace with the following:

"The CITY may retain a maximum amount equal to 10% of the total amount earned on all progress payments. Once 50 percent of the work is complete and if the character and progress of the work have been satisfactory to the CITY, the CITY may determine that, as long as the character and progress of the work remain satisfactory, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed."

ADOTPF SUPPLEMENTS: The following Standard Modifications and Special Provisions modify, change, delete, or add to the ADOTPF Standard Specifications for Highway Construction, 2017 Edition, Where any article of the Standard Specifications is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. Where there are conflicts between the General Conditions and the ADOTPF Standard Specifications, the General Conditions shall apply. Where there is redundancy or overlap between the General Conditions and the ADOTPF Standard Specifications, the more stringent requirement shall apply.

DIVISION 100, GENERAL PROVISIONS, *Delete the following sections:*

- Section 101 – Delete the following definitions: Addenda, Advertisement, Bid Bond, Bidder, Calendar Day, Change Order, Contract, Contracting Officer, Contractor, Directive, Holidays, Invitation for Bids or Invitation to Bid, Notice of Intent to Award, Notice to Proceed, Payment Bond, Performance Bond, Project, Specification, Subcontractor, Substantial Completion, Supplemental Agreement, Surety, Work
- Section 102 – BIDDING REQUIREMENTS AND CONDITIONS
- Section 103 – AWARD AND EXECUTION OF CONTRACT
- Section 104 – SCOPE OF WORK, Items 1.01, 1.02, 1.03
- Section 105 – CONTROL OF WORK, Items 1.01, 1.02, 1.04, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.15, 1.16, 1.17
- Section 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC, Items 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.12, 1.13
- Section 108 – PROSECUTION AND PROGRESS, Items 1.01(1), 1.02, 1.05, 1.06, 1.07, 1.08, 1.09
- Section 109 – MEASUREMENT AND PAYMENT, Items 1.03, 1.04, 1.05, 1.06, 1.07, 1.08

END OF SUPPLEMENTAL CONDITIONS