

MUNICIPALITY OF SKAGWAY PROJECT MANUAL

FOR

SOLID WASTE TRANSFER FACILITY REBID Skagway, Alaska

April 5, 2023



RESPEC

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END OF SECTION



MUNICIPALITY OF SKAGWAY

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(PHONE) (907) 983-2297
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(April 5, 2023)
REQUEST FOR BIDS
Solid Waste Transfer Facility
Rebid

The Municipality of Skagway is accepting bids to construct the Solid Waste Transfer Facility. The WORK covered in the Contract Documents generally includes: Site preparation and the installation of a pre-engineered metal building and provision of solid waste balers, crushers, and vehicle scales, and other miscellaneous related WORK. All work must conform to the requirements provided in the bid documents.

BASE BID

Work includes site preparation, pre-engineered metal building, exterior and interior components, concrete ramps and landings, provision of solid waste baler and conveyor, crushers, and two vehicle scales, relocation of an existing solid waste baler, and miscellaneous related work on a 15 acre site owned by the Municipality of Skagway and located on the east side of the Dyea Road and Klondike Highway intersection.

Bids shall include all labor, equipment, transportation, and materials to complete the specified work. Bids shall also include mobilization and demobilization to and from the Project site. Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. If this project is over \$25,000, a notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed, and the State has the right to randomly audit the successful bidders company to ensure Davis Bacon Wages are being paid for this project.

A full copy of the Request for Bids can be obtained by calling Skagway Municipal Offices at 907-983-2297, or by e-mailing a.lawson@skagway.org. Technical questions regarding this project must be directed in writing to the Borough Manager at manager@skagway.org and contracts@skagway.org.

Project completion schedule for the Base Bid is as follows:

PROJECT COMPLETION DATE FOR THIS WORK SHALL BE APRIL 30, 2024.

Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska and the Municipality will assume all bidders have considered

weather in preparing their bids and rely on all bidders having considered Skagway weather in submitting their bids. Extraordinary weather delays may be considered and addressed through contract modification in the sole discretion of the Municipality. Liquidated damages shall be a part of the final contract.

Bidders are encouraged to familiarize themselves with this project through contact with the Borough Manager and by visiting the site of the project.

The Municipality of Skagway shall not be responsible for any costs incurred in the preparation of bids. The Municipality reserves the right to reject any or all bids.

Bids must be sealed and clearly labeled with the following information:

1. "Solid Waste Transfer Facility Rebid"
2. Date and Time of Bid Due Date (April 26, 2023, 2:00PM)
3. Bidder's name

Bids are due no later than 2:00 pm Alaska Standard time on April 26, 2023 at the address listed above or delivered directly to Municipal Offices on 700 Spring Street. All bidders are expected to consider weather in determining how to deliver their bids timely and there shall be no exceptions for a late received bid on account of weather.

Faxed and e-mailed bids will not be accepted. Bids will be opened in the Assembly Chambers at 2:00 p.m. on Date of Closing.

The Municipality of Skagway is an equal opportunity employer.

General Conditions and Notices

Bid Evaluation/Award: The Municipality of Skagway (Municipality) may award a contract based on bids received as a result of this Request for Bids if it is in the best interest of the Municipality. A bid award will be based on the overall bid price, but the Municipality may reject the low bid if such rejection is determined to be in the best interests of the Municipality. The Municipality reserves the right to reject any or all bids received if determined to be in the best interest of the Municipality. The Municipality reserves the right to waive minor informalities and irregularities of bids received if it is in the best interest of the Municipality.

Bid Package Fee: There is not a fee for this bid package.

Bid Security: There is no Bid Security required for this project.

Qualifications of Apparent Low Bidder: To demonstrate Bidders qualifications to perform the Work, Apparent Low Bidder shall submit the following documents within seven (7) days after posting of bid tabulation.

- written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and the following information:
 - Evidence of Bidders authority to do business in the state where the project is located.
 - Bidders state or other contractor license number, if applicable.
 - Subcontractor and Supplier qualifications information.
 - Other required information regarding qualifications.
- A Bidders failure to submit required qualifications information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- No requirement in this section to submit information will prejudice the right of the Owner to seek additional pertinent information regarding Bidders qualifications.
- Bidder is advised to carefully review those portions of the Bid From requiring Bidder's representations and certifications.

Project Completion: Project completion will be no later than April 30, 2024. Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska and the Municipality will assume all bidders have considered weather in preparing their bids and will rely on all bidders having considered Skagway weather in submitting their bids. Extraordinary weather delays may be considered and addressed through contract modification in the sole discretion of the Municipality.

Project Description: The successful Bidder will be responsible for providing the following services:

- Bids shall include all labor, equipment, transportation, supplies and materials to complete the work as specified in this Request for Bids. Bids shall include all mobilization and demobilization to and from the Project site.
- Successful Contractor must supply all material and supplies.
- Successful Bidder/Contractor shall provide a project schedule to the Borough Manager prior to starting work.
- All work shall conform to all Federal, State, and Local laws, regulations and codes. The Successful Bidder/Contractor shall comply with the Migratory Bird Treaty Act and shall comply with the provisions of those federal laws as applicable to migratory birds, eggs, and nests in Skagway Borough.

- Successful Bidder/Contractor shall obtain any and all necessary permits from Federal, State or local authorities for this project, including payment of any applicable fees and costs associated with the permit/process.
- The Successful Bidder/Contractor's shall properly dispose of all debris and/or material at the end of each workday. Contractor may coordinate disposal with the Public Works Department.
- Before acceptance of the Project as complete, the Municipality shall inspect and verify that the work is complete. All work found unacceptable shall be redone at the Successful Bidder/Contractor's expense to the satisfaction and acceptance of the Municipality. All work determined to be incomplete shall be completed in accordance with the contract specifications.
- Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. If this project is over \$25,000, a notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed and the State has the right to randomly audit the successful bidders company to ensure Davis Bacon Wages are being paid for this project.

Project Site: It is the sole responsibility of the Bidder to evaluate the jobsite and make their own technical assessment of the project site for determining the proposed work process, schedule, site conditions and equipment utilization and to make a valid financial bid. The Municipality will not make any additional compensation or payments if the project conditions are different from the conditions expected, anticipated or assumed by the Bidder.

Pre-Bid Conference: A mandatory pre-bid conference will be held on **April 17, 2023, 10AM**, at the City Hall located at 700 Spring Street, Skagway, AK 99840 followed by a project site visit. All bidders are required to attend the pre-bid meeting and site visit.

Construction Standards: All work and equipment must comply with the Uniform Building Code latest version.

Project Contact: Bidders are encouraged to familiarize themselves with project requirements. All inquiries must be in writing and directed to the Borough Manager at manager@skagway.org and contracts@skagway.org.

Submittal Deadline and Location: Bidders are responsible to assure delivery prior to deadline. Only bids received prior to the date, time and received at the location specified shall be considered. Faxed or e-mailed bids will not be accepted. Bidders are fully responsible for ensuring their bids physically arrive in Skagway timely, regardless of weather.

Bids to Remain Open: Bidders shall guarantee their Bids for a period of sixty (60) calendar days from the date of the bid opening.

Beginning of Work: Physical work may begin upon the Bidder signing the Contract and the Notice of Award and the Notice to Proceed from the Municipality.

Liquidated Damages: The Bidder will pay the Municipality up to \$1500 per day in liquidated damages if the project is not completed in accordance with the Bid specifications. If the Municipality determines that the project is defective and that repairs must be made to meet the Bid specifications, the Bidder will pay the Municipality up to \$1,500 per day for each day which the project fails to meet the approval of the Municipality, up to the time that the Municipality agrees that the project has been completed in accordance with the Bid specifications.

Delays beyond Bidders Control: Suspension of work caused by Acts of God, which are beyond the control of the Bidder, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the Municipality and the Bidder, outlining the time schedule and costs associated with any delay in substantially completing the project.

Insurance & Indemnification: No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least two million dollars (\$2,000,000.00) general liability insurance. Proof of such insurance shall be provided to the Municipality as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the Municipality is named as an additional insured on such policy, and that the insurer shall notify the Municipality twenty (20) days before the policy is canceled, or terminated. Additionally, the Successful Bidder/Contractor shall execute an instrument under the terms of which the Successful Bidder/Contractor shall agree to indemnify, defend and hold harmless the Municipality of Skagway from any and all claims for injury, including death, or damage to persons or property as a result of the Successful Bidder/Contractor's activities.

Bidder shall provide Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30et seq., and federal jurisdiction where the work is being performed.

Compensation: The Municipality agrees to pay Contractor an amount not to exceed that as specified and accepted in the bid upon completion of the project.

Responder's Responsibility: Responding Bidder's have the responsibility of understanding what is required by this solicitation. The Municipality shall not be held responsible for any firm's lack of understanding. Should a firm not understand any aspect of this solicitation, or require further explanation or clarification regarding the intent or requirements of this solicitation, it shall be the responsibility of the Bidder to submit any question or questions to the Municipality. Further, by submitting a bid in response to this solicitation, a firm certifies that it has thoroughly read and understands this solicitation in its entirety.

Addenda: The Municipality will make reasonable efforts to provide Bidders with all addenda when issued. Addenda may be issued by any reasonable method such as hand delivery, mail, facsimile, and courier and in special circumstances, by phone. It is the Bidder's responsibility to ensure receipt of all addenda. No claim or protest will be allowed based on the Bidder's allegation that the Bidder did not receive all of the addenda or did not timely received all of the addenda.

Technical Questions: All technical questions shall be directed in writing to the Borough Manager no later than at 2 pm April 20, 2023, by email at manager@skagway.org and contracts@skagway.org.

Cost Incurred in Bid Preparation: No contract shall be in effect until the Municipality executes a written agreement. The Municipality shall not be liable for any cost incurred by any Bidder in the response to this Request for Bids, including any work done, even in good faith, prior to the execution of a contract.

Proprietary Information: Bidders shall not include proprietary information in bids if such information should not be disclosed to the public. Any language with a submittal purporting to render all or portions of a bid confidential will be disregarded. Proprietary information, which may be provided will be confidential, if expressly agreed by the Municipality, and if allowable by state law.

Minor Informalities: The Municipality reserves the right to waive any minor informality, negotiate changes or reject any and all bids and to not award the proposed contract, if it is in the Municipality's best interest. Minor informalities mean matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Bidders.

Receipt and Bid Opening: The Municipality must receive all bids including any amendment or withdrawal prior to the scheduled time for submitting bids. Any bid, amendment, or withdrawal, which has not been actually physically received by the Municipality prior to the scheduled time for submitting bids shall not be considered. No responsibility shall be attached to any officer, employee or agent of the Municipality for the premature opening of, or failure to open, a bid improperly delivered, addressed or identified.

Until the award of a contract, the Municipality reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids without liability against the Municipality. Receipt of bids will be publicly acknowledged at the submittal deadline and location by reading the bids to any attendees at the municipal building.

Disqualification of Bidders: A Bidder may be disqualified for the following reasons:

- More than one bid for the same work from an individual, firm, or corporation under the same or different name. (A party that has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the project).
- Evidence of collusion among Bidders as set out in the Non-Collusion Declaration attached to the Official Bid documents.

Rejection of Bids: The Municipality reserves the right to reject any and all bids when such rejection is determined to be in the best interests of the Municipality; to reject the bid of a Bidder who has previously failed to perform properly, or complete on time, any contracts or projects; to reject the bid of an Bidder who is not, in the opinion of the Municipality and sole discretion of the Municipality, in a position to perform the contract; and to reject a bid as non-responsive where the Bidder fails to furnish the required documents, fails to complete the required documents in the manner directed, or makes unauthorized alterations to bid documents.

Non-Responsive Bids: Bids shall be considered non-responsive and shall be rejected if there are unauthorized additions, conditional or alternative bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.

Documents for Successful Bidder: Prior to contract execution and Notice to Proceed, the successful Bidder shall complete and submit the following documents within seven (7) days following Notice of Intent to Award, as well as any other documents that may be requested by the Municipality.

- Signed Agreement
- Proof of Insurance
- Performance Bond (Specification Section 00 06 10)
- Payment bond (Specification Section 00 06 20)
- Copy of Subcontractor Agreements
- Copy of State and Municipal Business License
- ADEC Disadvantaged Business Enterprise (MBE and WBE) Report of Participation (Specification Section 00400) If Applicable
- ADEC DBE Contact Documentation (if bidder did not meet established goal, specification section 00400) If Applicable

- EEO Employer Information Report EEO-1 (Specification Section 00400) If Applicable
- EPA Debarment Certification (Specification Section 00412) If Applicable
- American Iron and Steel Certification (Specification Section 00410) If Applicable

Award and Execution of Contract: All Bidders will be notified of Municipality's intent to award the contract and the successful Bidder will be requested to execute certain documents that shall include a contract agreement. No contract shall be considered as effective until it has been fully executed by both parties (Bidder and Municipality).

Failure to Execute Contract: Failure of the successful Bidder to execute and return the contract agreement and other documents within seven (7) days after receipt of the Municipality's Notice of Intent to Award, will be just cause for the rejection of the award. Award may then be made to the next lowest responsive, responsible and qualified Bidder, or the work may be re-advertised, in the sole discretion of the Municipality.

If the Municipality does not execute the contract agreement within fifteen (15) days following receipt from the Bidder of all required documents appropriately executed for the award of the contract, the Bidder shall have the right to withdraw its bid without penalty.

Skagway Bidder Preference: A bid shall be awarded to a Skagway bidder if Bidder's bid is not more than five percent higher than the lowest responsive nonresident bidder's. A bid shall be rejected if it contains a material alteration or an erasure. The Municipality may reject the bid of a bidder who failed to perform or failed to timely perform on a previous contract with the Municipality or any municipality. The Borough manager may reject any and all bids and waive any informalities or minor irregularities in the bids. Where all bids are rejected, and new bids are called for on substantially the same purchase or contract, each of the bidders whose bids were rejected shall be timely notified of the new call for bids and of changes, if any, in the specifications and requirements.

Permit Responsibility: Successful Bidder/Contractor shall obtain any and all necessary permits from Federal, State and local authorities for this project, including any applicable fees and costs associated with the permit/process.

Davis Bacon: Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. If this project is over \$25,000, a notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed and the State has the right to randomly audit the successful bidders company to ensure Davis Bacon Wages are being paid for this project. Both State and Federal wage rates apply to this contract. Contractor must use the higher of the wage rates included in Specification Section 00420 Alaska Labor Standards Reporting, and Prevailing Wage Rate Determination.

Payment and Performance Bond: If this project is under \$50,000 no bonding is required and the bonding bid sheet does not need to be completed. If this project is over \$50,000 but under \$150,000, bidder must sign the bonding exemption checklist & have it notarized. Answers to questions on Bonding Exemption Checklist page may require bonding papers or a letter from bonding company saying contractor is bondable for this project for the amount of the project. If this project is over \$150,000, bonding **IS** required. For purposes of bid documents, a signed letter from a surety company committing to the bonding of the contractor in the amount of the project will suffice until the time of actual signing of the contract, when bond must be on hand. (See Bonding Exempt Checklist)

Ownership of Bid Submittals: Once bids are opened, they become the property of the Municipality, and shall not be returned. Bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted if said request is received by the Municipality one (1) hour prior to the bid opening time and date. The bid shall be returned to the Bidder unopened.

Bid Form: Bids will be considered non-responsive if the following documents are not completely filled out and submitted at the time of bidding:

- Completed Official Bid Form
- Bid Modification Form (if applicable)
- Bid Schedule, Section 00 03 10
- Contracting Officer Documentation
- Non-Collusion Declaration
- Bonding Exempt Checklist (with additional bonding paperwork if required)
- Bid Bond

END OF SECTION



ADDENDUM TO THE CONTRACT

For the

MUNICIPALITY OF SKAGWAY SOLID WASTE TRANSFER FACILITY REBID

ADDENDUM NO.: One

CURRENT DEADLINE FOR BIDS:
April 26, 2023

PREVIOUS ADDENDA: None

ISSUED BY: Municipality of Skagway
700 Spring Street
Skagway, Alaska 99840

PREVIOUS DEADLINE FOR BIDS:
April 26, 2023

DATE ADDENDUM ISSUED: April 13, 2023

The following corrections, changes, additions, deletions, revisions, and or clarifications are hereby made a part of the documents for the Municipality of Skagway Solid Waste Transfer Facility dated April 5, 2023. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence. The following items of the Contract are modified as herein indicated. All other items remain the same.

BIDDERS QUESTIONS AND RESPONSES, dated April 10, 2023:

Question:

1. Sections 000030 thru 001741 are duplicated (pages 7-144 & 145-282).
Response: Duplicated Pages have been removed and new entire Spec Package issued in Addendum 1.
2. Section 055005 is duplicated with differences. (pages 311-317 & 318-324).
Response: Duplicated Pages have been removed and new entire Spec Package issued in Addendum 1.
3. Sections 000030 Missing Sections 055000, 220700 & 260522 according to the Table of Contents.
Response: Sections 055000, 220700 have been added to the new entire Spec Package issued in Addendum 1. Section 260522 was already in the spec package.
4. Sections 024119 thru 400101.03 are duplicated (pages 282-795 & 796-1312).

Response: Duplicated Pages have been removed and new Spec Package issued in Addendum 1.

PROJECT MANUAL:

Item No. 1 Delete the entire Specification Project Manual and replace with the attached complete Specification Project Manual. **The new Project Manual removes the duplicated sections per the Bidder Questions and includes the missing sections 055000 and 220700.**

Total number of pages contained within this Addendum: 2 plus 672 of the Project Manual for 674 pages total.

End of Addendum.



ADDENDUM TO THE CONTRACT

For the

MUNICIPALITY OF SKAGWAY SOLID WASTE TRANSFER FACILITY REBID

ADDENDUM NO.: Two

CURRENT DEADLINE FOR BIDS:
April 26, 2023

PREVIOUS ADDENDA: One

ISSUED BY: Municipality of Skagway
700 Spring Street
Skagway, Alaska 99840

PREVIOUS DEADLINE FOR BIDS:
April 26, 2023

DATE ADDENDUM ISSUED: April 21, 2023

The following corrections, changes, additions, deletions, revisions, and or clarifications are hereby made a part of the documents for the Municipality of Skagway Solid Waste Transfer Facility dated April 5, 2023. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence. The following items of the Contract are modified as herein indicated. All other items remain the same.

PROJECT MANUAL:

- Item No. 1** Section 00 03 01 Bid Modification Form.
Remove "Bid modification forms will be accepted by mailing to Municipality of Skagway P.O. Box 415 Skagway, AK 99840 or emailed to a.lawson@skagway.org."

Replace with "**Bid modification forms will be accepted by mailing to Municipality of Skagway P.O. Box 415 Skagway, AK 99840 or hand delivered to 700 Spring St. Skagway Alaska.**"
- Item No. 2** Section 00 03 10 Bid Schedule.
Line Item 33A: Change Section 31115 to **331115**.
- Item No. 3** Section 104416 2.1. Add Paragraph C. as follows:
C. Fire extinguishers shall have a minimum capacity of 18lbs of dry chemical with a Class B:C rating.

Total number of pages contained within this Addendum: 1 page total.
End of Addendum.