

CONTRACT DOCUMENTS & SPECIFICATIONS

CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT

Project No. ITB-23-07

July 2023



Prepared by:

City of Fairbanks, Engineering Department
800 Cushman Street
Fairbanks, Alaska 99701

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STATE WAGE RATES

State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>. Use the State wage rates that are in effect on the final bid date. The City will include a paper copy of the State wage rates in the signed Contract.

**CITY OF FAIRBANKS
INVITATION TO BID NO. ITB-23-07**

Sealed bids for furnishing all labor, equipment, materials, and performing all work necessary for the **CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT** will be received by the City Clerk's Office, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701, until and including 2:00 P.M. local time, AUGUST 1, 2023, and will immediately thereafter be publicly opened and read aloud in the Engineering Conference Room at the same address.

The project will consist of two (2), 100% complete and functioning fuel pump enclosures as shown on the plans and described in the specifications in Appendix A of this document.

An optional onsite pre-bid meeting will be held at 10:00 AM JULY 17, 2023, at the City of Fairbanks Public Works Department, 2121 Peger Rd, Fairbanks, AK 99709, at the fuel pumps behind the building for all prospective bidders. Contact Tim Zinza at tzinza@fairbanks.us to confirm attendance.

Contract documents will be available online at <http://www.agcak.org>, <http://www.theplansroom.com> and <https://www.fairbanksalaska.us/rfps>. The Associated General Contractors Plans Room is located at 3750 Bonita Street in Fairbanks (907) 452-1809, and at 8005 Schoon Street in Anchorage (907) 907-561-5354. The Plans Room LLC in Anchorage is located at 4831 Old Seward Highway, Suite 202, (907) 563-2029. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents is retained on file at the City of Fairbanks Engineering Dept. Office in City Hall, 800 Cushman Street. The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

PUBLISH: Fairbanks Daily News-Miner: JULY 11, 12, and 13, 2023

PART I - INSTRUCTIONS TO BIDDERS

DIVISION 000 – INSTRUCTIONS TO BIDDERS

00-1.00 MANDATORY ON-SITE MEETING. An optional onsite pre-bid meeting will be held at 10:00 AM JULY 17, 2023, at the City of Fairbanks Public Works Department, 2121 Peger Rd, Fairbanks, AK 99709, at the fuel pumps behind the building for all prospective bidders. Contact Tim Zinza at tzinza@fairbanks.us to confirm attendance.

00-1.01 CONSTRUCTION DOCUMENTS ONLINE. Contract documents are available only electronically at <http://www.agcak.org>, <http://www.theplansroom.com> and <https://www.fairbanksalaska.us/rfps> (City of Fairbanks Website). The Associated General Contractors Plans Room is located at 3750 Bonita Street in Fairbanks (907) 452-1809, and at 8005 Schoon Street in Anchorage (907) 907-561-5354. The Plans Room LLC in Anchorage is located at 4831 Old Seward Highway, Suite 202, (907) 563-2029. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents, construction plans and technical specifications is retained on file at the City of Fairbanks Engineering Department Office in City Hall, 800 Cushman Street. The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

00-1.02 RECEIPT AND OPENING OF BIDS. The City of Fairbanks, Alaska (hereinafter called the “Owner”), invites bids submitted on the forms described herein. Bids including any amendments or withdrawals must be received by the City Clerk's Office, at or prior to, the designated time. Bids not received by the City Clerk's Office at, or prior to, the designated time will not be accepted and will be returned to the bidder unopened. Mailed or hand-delivered envelopes containing the bids must be sealed, addressed to the City Clerk at 800 Cushman Street, Fairbanks, Alaska 99701-4615, and designated as specified in the “Invitation to Bid.” Faxed bid amendments must be addressed to City Purchasing Agent. Fax number: (907) 459-6731.

000-1.03 BID SECURITY. Bid security is required with each bid in the following amount:

1. Ten Percent of the amount of the bid if the bid does not exceed \$100,000; or
2. Ten percent of the first \$100,000 and five percent of the amount of the bid over \$100,000 if the bid exceeds \$100,000 up to a maximum of \$200,000 in security.

000-1.04 EQUAL OPPORTUNITY. The City of Fairbanks hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

000-1.06 BID QUESTIONS.

All questions relating to bidding procedures, design features, constructability, quantities, discrepancies, request for correction, or other technical aspects of the project shall be submitted via email to the City of Fairbanks Engineering Department via tzinza@fairbanks.us, attention Tim Zinza, Project Manager.

Questions shall be submitted to the Owner via the City website at least seven calendar days prior to the date fixed for the opening of the bids. The Owner shall provide all such corrections and any supplemental instructions in the form of addenda electronically to:

- <http://www.agcak.org>
- <http://www.theplansroom.com>
- <https://www.fairbanksalaska.us/rfps>

000-1.07 OTHER INFORMATION:

Bid results are available after the bid opening by accessing the City of Fairbanks home page at <https://www.fairbanksalaska.us/rfps>.

The Standard Specifications for Highway Construction [English Edition] dated 2020 can be downloaded from the internet at <http://www.dot.state.ak.us/stwddes/dcspsecs/index.shtml>.

000-1.08 CONTRACT QUANTITIES IN BID SCHEDULE. The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

This project contains pay items with contract quantities as defined with technical and special provisions.

000-1.09 CONTRACT AWARD.

1. Except as provided in the Code of Ordinances, City of Fairbanks, Alaska, also cited Fairbanks General Code (FGC); contract award authority is by resolution of the City Council.
2. The awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder as provided in the FGC and these contract documents and specifications.
3. Local bidder preference will be used as a criterion in awarding this bid. (The provisions of local preference are not applicable to any contract funded by a Federal or State grant which expressly prohibits a local preference in awarding contracts.)

000-1.10 REQUIRED DOCUMENTS. Each bid shall be submitted on the prescribed forms.

Required for Bid. Bids will not be considered if the following documents are not filled out completely and submitted at the time of bidding:

1. Bid and Non-Collusion Affidavits
 2. Bid Schedule(s)
 3. Bid Bond (with Power of Attorney when appropriate)
 4. Legible reproduction of current Alaska Contractor's License or Certified License Statement
 5. Copy of current Alaska Business License
 6. Copy of current City of Fairbanks Business License
-

Required After Notice of Apparent Low Bidder. The apparent low bidder is required to complete and submit the following document within 10 working days after receipt of written notification:

1. Sub-Contractors List

Required for Award. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Construction Contract (Agreement)
2. Contract Bond (Performance)
3. Contract Bond (Payment)
4. Contractor's Questionnaire
5. Certificate of Insurance (from carrier)
6. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: Bidder Registration (Form 25D-6)

000-1.11 CHANGE IN PREVAILING WAGE REQUIREMENTS. The Department of Labor and Workforce Development (DOLWD) proposed a revised regulatory definition of "on-site" in 8 AAC 30.910 to clarify the scope of activities covered by Alaska's Little Davis Bacon Act (AS 36.05.010-AS 36.05.110). For a copy of the revised definition of 8 AAC 30.910, go to: <http://labor.alaska.gov>.

DOLWD will enforce the revised provisions on all projects with a bid opening date on or after March 15, 2011. Prospective bidders on projects with a bid opening date on or after March 15, 2011, must consider the impact of the revised regulation and bid accordingly. DOLWD will not enforce the new "onsite" definition on projects with a bid opening date prior to March 15, 2011.

000-1.12 USING APPRENTICES. Contractors must comply with Administrative Order 226, which establishes a 15% goal for hiring apprentices in certain job categories; on highway, airport, harbor, dam, tunnel, utility or dredging projects financed by the State of Alaska. This Administrative Order will apply to all such projects advertised after September 1, 2005, where the project construction cost exceeds 2.5 million dollars.

For additional details, please visit: <http://labor.alaska.gov/lss/forms/ApprenHireReq.pdf>.

000-1.13 SPECIAL NOTICE TO BIDDERS. The City of Fairbanks may cancel this solicitation either before or after bid opening, but prior to the issuance of the "Notice of Intent to Award" under Subsection 103-1.03 of the Standard Specifications for Highway Construction, 2020 Edition, if it is determined that award is not in the best interest of the City.

The City also reserves the right to cancel this solicitation after issuance of the "Notice of Intent to Award" and the declared apparent low bidder for the project is cautioned to not proceed with any aspect of

contract performance until a "Letter of Award" and "Notice to Proceed" have been issued by the City. The apparent low bidder is not relieved from any of the procedural requirements of Section 103 of the Standard Specifications for Highway Construction, 2020 Edition. By submitting a bid for this project, the bidder agrees that the City will not provide compensation for, nor be held liable for, any bidder or prospective contractor incurred costs associated with bid preparation or other prospective contractor incurred costs.

CITY OF FAIRBANKS
BID AFFIDAVIT
ITB-23-07

Bid of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____
doing business as _____*,
to the CITY OF FAIRBANKS, a municipal corporation of the State of Alaska (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by OCTOBER 30, 2023. BIDDER further agrees to pay liquidated damages in accordance with the Contract Documents.

BIDDER acknowledges receipt of the following ADDENDA (give number and date of each):

Addenda	Date Issued	Addenda	Date Issued

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

ON ATTACHED BID SCHEDULE(S)

Respectfully submitted:

Signature

Address

Title

Telephone Number

Date

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA
STATE OF ALASKA

I, _____, of _____
(Name of Officer) (Firm Name)

_____, being duly sworn, do 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 City of Fairbanks of the State of Alaska, for the construction of that certain project designated as: the **CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT**, located at Fairbanks, Alaska, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Signature)

Subscribed and sworn to this _____ day of _____, 2023.

Notary Public
My Commission Expires:

BID SCHEDULE

The Bidder shall insert a unit bid price or a lump sum price in figures opposite each pay item and total price for which an estimated quantity appears in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be “all required” and as further specified in the contract.

City of Fairbanks ITB-23-07		CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT			
BID SCHEDULE		BASE BID			
Item No.	Item Description	Pay Unit	Quantity	Unit Price	Amount Bid
504.0010.0	Two (2) Fuel Pump Enclosures	Lump Sum	All Required		
640.0001.0	Mobilization and Demobilization	Lump Sum	All Required		
A: Total Base Bid:					
B: Local Bidders Preference (5%), \$50,000 max.					
A - B: Adjusted Base Bid Amount:					

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned,

_____ as Principal,
and _____ as Surety,
are hereby held and firmly bound unto the CITY OF FAIRBANKS, ALASKA as Owner in the penal sum of _____ 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 _____, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF FAIRBANKS a certain Bid, attached hereto, and hereby made a part hereof to enter into a contract in writing, for the **CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT**.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials 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 the liability of the Surety for 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 stipulated and agrees the obligations of said Surety and its bond shall be in no way impaired or affected by any 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 THEREOF, 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, the day and year first set forth above.

BID BOND (continued)

_____ (L.S.)
Principal

By: _____

Surety

By: _____

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.

CITY OF FAIRBANKS

BID MODIFICATION

CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT

Modification Number: _____

Note: All revisions shall be made to the unadjusted bid amount (s).

Changes to the adjusted bid amounts will be computed by the City.

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE	REVISION TO UNIT BID AMOUNT

TOTAL REVISION: \$ _____

Name of Bidding Firm

Responsible Party Signature Date

This form may be duplicated if additional pages are needed.

CONTRACTORS QUALIFICATION QUESTIONNAIRE

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?
 No Yes If YES, explain:
2. Describe any arrangements you have made to finance this work:

B. EQUIPMENT

1. Describe the equipment you have available and intend to use for this project. List the item, quantity, make, model, size/capacity and present market value.
2. What percent of the total value of this contract do you intend to subcontract? _____ %
3. Do you propose to purchase any equipment for use on this project?
 No Yes If YES, describe type, quantity, and approximate:
4. Do you propose to rent any equipment for this work?
 No Yes If YES, describe type and quantity:
5. Is your bid based on firm offers for all materials necessary for this project?
 Yes No If NO, please explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
 Yes No
Describe the most recent or current contract, its completion date, and scope of work:
2. Do you have experience with federally funded construction projects?
 Yes No
Describe the most recent or current contract, its completion date, and scope of work:

3. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Name of Contractor

Name and Title of Person Signing

Signature

Date

SUB-CONTRACTOR LIST

The apparent low bidder shall complete this form and submit it so as to be received by the City Engineer prior to the close of business on the fifth working day after receipt of written notice from the City.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as Applicable:

- All work on the above-referenced contract will be accomplished without sub-contracts greater than 1/2 of 1% of the contract amount.
- OR
- Sub-contractor List is as follows, in accordance with Fairbanks General Code 54-162.

Firm Name, Address, Telephone No.	Alaska Business License No., Contractor's Registration No.	Scope of Work to be Performed

Continue sub-contractor information on additional sheets as necessary.

I hereby certify the above listed firms possessed current Alaska Business Licenses and Contractor Registrations that were valid on the day of the bid opening for this project.

 Signature of Authorized Company Representative

 Title

 Company Name

 Company Address

 Date

 Phone Number

CONSTRUCTION CONTRACT (AGREEMENT)

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between _____, hereinafter (the official name, form of organization, and address of Contractor - if partnership, name of partners) called the "Contractor" and City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701-4615, hereinafter called the "Owner".

WITNESSETH THAT:

WHEREAS, pursuant to the invitation of the Owner, extended through an officially published "Advertisement for Bids," the Contractor did in accordance therewith, on the _____ day of _____, 2023, file with the Owner a Bid containing an offer which was invited by said notice; and

WHEREAS, the Owner has heretofore determined said offer was the lowest and best submitted:

NOW, THEREFORE, IT IS AGREED:

First: That the Contractor shall comply in every way with the requirements of those certain specifications entitled: **CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT** and *The Alaska Standard Specifications for Highway Construction, 2020 Edition* is incorporated by reference and made a part hereof as if set forth in full.

Second: That in consideration of faithful compliance with the terms and conditions of this Agreement the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of:

(the basic contract price both in words and figures)

which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

Third: That the time of completion is **October 30, 2023**.

Fourth: That the contract documents which are hereby made a part of this Agreement by actual attachment or by this reference thereto are as follows:

1. The "Advertisement for Bids" - being the invitation to submit a proposal;
2. The Specifications named above by title;
3. The Detailed Plans listed and described in said specifications, together with those which may be issued as supplements thereof; and

4. The Bid of the Contractor, which was submitted on _____, 2023, the original or a conformed copy of which is hereto attached and marked "Exhibit A".

CONSTRUCTION CONTRACT (AGREEMENT) (Continued)

IN WITNESS WHEREOF, said Contractor and said Owner have caused this Agreement to be executed on the day and year first above written.

(Contractor)

By: _____
(Name, Title)

(SEAL) And/Attest _____

Witness: (If individual or Partnership)

(Name)

CITY OF FAIRBANKS, FAIRBANKS, ALASKA
(Owner)

(SEAL) By: _____
DAVID PRUHS, Mayor

Attest: _____
DANYIELLE SNIDER, City Clerk

Approved as to substance: _____
ROBERT PRISTASH, P.E., City Engineer

Approved as to form: _____
Thomas Chard, City Attorney Date

CONTRACT BOND (PERFORMANCE)

KNOW ALL BY THESE PRESENT:

That _____ of _____
as principal(s) and _____ of _____ as
surety(sureties) are firmly bound and held unto the City of Fairbanks in the penal sum of
_____ dollars (\$ _____),
good and lawful money of the United States of America, for the payment whereof well and truly to be
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by
these presents.

The amount of the Performance Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the
_____ day of _____, 2023, for construction of the **CITY OF FAIRBANKS PUBLIC
WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT** said work to be done according to the terms
of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principals shall well
and truly perform and complete all obligation and work under said contract and the proposal, and special
conditions attached hereto and made a part hereof and or the plans and specifications of the City of
Fairbanks, or the specifications of any participating Local, State or Federal Agency when such
specifications are designated by the City of Fairbanks as those governing the conduct of construction
under this contract of which reference is hereby made and which are by reference made a part hereof
according to the terms as the same are now constituted or as they may hereafter be modified in
accordance with the provisions of said contract and specifications and during the life of any guarantee
required under the contract, and if the said principals shall comply with all requirements of law and shall
indemnify and save harmless the City of Fairbanks and employees thereof against any damage or loss
which they or any of them may suffer or for which they or any of them become liable by the default of
said principals, or by any neglect or carelessness on the part of said principals, their agents, servants or
employees in the performance of said contract, then these presents shall become void, otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this _____
day of _____, 2023.

Principals: _____

CONTRACT BOND (PERFORMANCE) (Continued)

Countersigned: _____

(Corporation Seal)

Sureties: _____

Approved as to Form:

Thomas Chard, City Attorney

Date

CONTRACT BOND (PAYMENT)

KNOW ALL BY THESE PRESENT:

That _____ of _____
as principal(s) and _____ of _____ as
surety(sureties) are firmly bound and held unto the City of Fairbanks in the penal sum of
_____ dollars (\$ _____),
good and lawful money of the United States of America, for the payment whereof well and truly to be
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by
these presents.

The amount of the Payment Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the
_____ day of _____, 2023, for construction of the **CITY OF FAIRBANKS PUBLIC
WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT**, said work to be done according to the terms
of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if the said principals shall
comply with all requirements of law and pay, as they become due, all just claims for labor performed and
materials and supplies furnished upon or for the work under said contract, whether said labor be
performed and said materials and supplies be furnished under the original contract, any subcontract or
any and all duly authorized modifications with the percentage of change limitations as set forth in the
specifications; and if the principals shall indemnify and save harmless the City of Fairbanks and employees
thereof against any damage or loss which they or any of them may suffer or for which they or any of them
become liable by the default of said principals, or by any neglect or carelessness on the part of said
principals, their agents, servants or employees, then these presents shall become void, otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this _____
day of _____, 2023.

Principals: _____

Countersigned: _____

CONTRACT BOND (PAYMENT) (Continued)

(Corporation Seal)

Sureties:

Approved as to Form:

Thomas Chard, City Attorney

Date

CERTIFICATE OF RELEASE

TO: CITY OF FAIRBANKS, ALASKA

FROM: _____
(Name of Contractor)

RE: Contract entered into on the _____ day of _____, 2023

with _____
(Contractor) (Address)

_____ for the construction of the
CITY OF FAIRBANKS PUBLIC WORKS DEPARTMENT FUEL PUMP ENCLOSURES PROJECT, located in the town of Fairbanks, Alaska.

KNOW ALL BY THESE PRESENT:

- A. The undersigned hereby certifies there are no outstanding claims of laborers, materials men, subcontractors or other arising out of the performance of this contract, which might be asserted against the CITY OF FAIRBANKS and the undersigned agrees that, in the event of the assertion of any such claims against the CITY OF FAIRBANKS, the undersigned will indemnify and save harmless the CITY OF FAIRBANKS from any such claims.
- B. That the undersigned hereby acknowledges receipt from the CITY OF FAIRBANKS of all sums payable to the undersigned by the CITY OF FAIRBANKS under or pursuant to the above mentioned contract with the following exceptions: (List all exceptions here. If none, state NONE.)
- C. The undersigned further certifies and acknowledges the CITY OF FAIRBANKS has duly performed and fulfilled all the terms, provisions, and conditions on the part of the CITY OF FAIRBANKS to be performed or fulfilled under or pursuant to said contract, with the exceptions as noted above.
- D. The undersigned certifies the wage rates paid under this contract are in conformity with the contract provisions established for wage rates.
- E. The undersigned certifies all Federal, State or Local taxes incurred by the Contractor, Subcontractors, or other persons or persons in the performance of this contract and monies owed the City of Fairbanks by the Contractor have been paid in full.

CERTIFICATE OF RELEASE (Continued)

F. That the undersigned, except as regards to items listed in Paragraph "B" in consideration of value received, receipt whereof is hereby acknowledged, does hereby release the CITY OF FAIRBANKS from all claims arising under or by virtue of said contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2023.

Signature

_____, being first duly sworn on oath, deposes and says that he
(Name)
is the _____ of the _____
(Title) (Name of Company)

Second, that he has read the foregoing certificate by him/her subscribed as

_____ of the _____
(Title) (Name of Company)

The matters and things stated herein are, to the best of his/her knowledge and belief, true.

Subscribed and sworn to before me on this _____ day of _____, 2023.

Notary Public in and for the State of Alaska

My Commission Expires: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO: CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701-4615

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

_____, SURETY COMPANY

on bond of

_____, CONTRACTOR

HEREBY APPROVES OF THE FINAL PAYMENT TO THE Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to:

_____, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 2023.

Surety Company

ATTEST:

Signature of Authorized Representative

Title

PART II – GENERAL PROVISIONS

DIVISION 100 – STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION FOR THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

01/20/15 (N5)

Add the following subsection:

107-1.22 NOISE ABATEMENT. The Contractor will not disturb the peace in contravention of any applicable local Ordinance. Within the City of Fairbanks, the applicable ordinance is FGC Section 46-42. Any noise within the City of Fairbanks as described in FGC Section 46-42(A)(3) will be limited to the hours of 7 a.m. to 11 p.m. unless exempted by FGC Section 46-42(E).

PART III - CITY SUPPLEMENTAL CONDITIONS

DIVISION 100 - GENERAL PROVISIONS OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 101
DEFINITIONS AND TERMS**

SECTION 101-1.01 GENERAL. *ADD the following:* In all specifications, DELETE all references to "Department" or "State" or "State of Alaska" or "The State of Alaska Department of Transportation and Public Facilities" and REPLACE with: "City" (meaning the City of Fairbanks). Also, DELETE all references to "Contracting Officer" and REPLACE with: "City Engineer".

SECTION 101-1.03 DEFINITIONS. *ADD the following:*

SUBMITTAL. A bound document prepared by the contractor consisting of a compilation of product data, shop drawings calculations, certifications and reports to be submitted to the Engineer.

**SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS**

102-1.07 BID GUARANTY. *DELETE the second sentence and SUBSTITUTE the following:* The guaranty shall be unconditionally payable to the City of Fairbanks and shall be in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order.

102-1.09 WITHDRAWAL OR REVISION OF BIDS. *Add the following to the first paragraph:* Modifications to bids shall be submitted on forms furnished by the City or reasonable facsimiles thereof. If a form other than that provided is used it shall be of a very similar format, containing at a minimum the information required on the provided form.

**SECTION 103
AWARD AND EXECUTION OF CONTRACT**

103-1.01 CONSIDERATION OF BIDS. *In the first sentence of the fourth paragraph after "...may protest a proposed Award of contract" add the following:* "..., award of a contract, or a solicitation for construction ..."

103-1.05 PERFORMANCE AND PAYMENT BONDS.

ADD the following to the end of the first paragraph:

The Performance Bond shall equal the Payment Bond. Each Bond shall equal the amount of the contract.

103-1.06 INSURANCE REQUIREMENTS.

DELETE Item 1: Workers' Compensation and see new subsection Certificate of Insurance.

DELETE Item 2: Commercial General Liability and see new subsection Certificate of Insurance.

DELETE Item 3: Automobile Liability and see new subsection Certificate of Insurance.

DELETE 4th paragraph and SUBSTITUTE the following:

The City of Fairbanks shall be named as an additional insured on policies required by paragraphs 2 through 4 above. All of the above insurance coverages shall be considered to be primary and noncontributory to any other insurance carried by the City of Fairbanks, whether through self-insurance or otherwise.

ADD the following [new] subsections:

Certificate of Insurance

Contractor must furnish a certificate of insurance within the (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice of cancellation, non-renewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this agreement. Each policy shall be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as additional insured. All insurance shall be on an occurrence from acceptable to the Owner and having an A.M. Best rating of "A" or better.

1. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims. The coverage shall include waiver of subrogation against the City.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 combined single limit per occurrence and \$5,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. **Limits may be a combination of primary and excess (umbrella) policy forms.**

3. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

4. Property Insurance: The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. (Only if applicable)

A. PROOF OF INSURANCE: The Contractor shall furnish the Owner with a Certificate of Insurance or where requested by the Owner, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates and dates of expiration of all policies. All endorsements shall reference policy number and the project name and project number. The Owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Fairbanks its officers, and employees from and against any and all loss, expense, damage, claim,

demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may rise or lower the limit.

SECTION 104 SCOPE OF WORK

ADD the following [new] subsections:

104-1.08 CLAIMS FOR ADJUSTMENTS AND DISPUTES. All submitted cost and price data shall be certified according to FGC Section 54-345 COST OR PRICING DATA.

No time related claims will be compensated to the contractor for owner delay prior to the Contractual End Date.

SECTION 105 CONTROL OF WORK

Add the following NEW subsection:

105-1.18 WARRANTIES. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work resulting therefrom which shall appear within a period of one (1) year from the date of the substantial completion of Work unless a longer period is specified. The Owner or Engineer will give notice of observed defects with reasonable promptness.

SECTION 106 CONTROL OF MATERIAL

106-1.03 TESTING AND ACCEPTANCE. *DELETE item 2. entirety and SUBSTITUTE the following:*

2. ACCEPTANCE TESTING. The City has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The City will sample materials and perform acceptance tests at its expense except as otherwise stated. The cost of tests that fail to meet specification requirements will be deducted from the Contract price. Samples will be taken by a qualified testing firm or representative of the Owner. Copies of tests will be furnished to the Contractor upon request.

The Contractor shall not rely on the City's acceptance testing for its quality control. The City's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the City's acceptance test but is not required to do so.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.01 LAWS TO BE OBSERVED. *Add to the end of the first paragraph the following:* The Fairbanks General Code is available electronically from the City of Fairbanks web site: <http://www.fairbanksalaska.us/>. Under "Government" click "City Code Online Library" and it will direct you to "Code of Ordinances Fairbanks, Alaska" and notice in particular Chapter 54 - Procurement.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

6. Hazardous Materials. *Add the following:*

- g. Fuel storage facilities shall not be placed within 100 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifolded tanks and bladders are considered as a container. Vehicle refueling shall not occur within the annual floodplain.

107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS. *Add the following:*

The Contractor's responsibility for damage claims under this section specifically includes all actionable damages, including, but not limited to, claims of damage to structures, retaining walls, utilities, machinery and vibration-sensitive business operations, caused by vibrations which are produced by the execution of this contract. The Contractor shall be liable for all expenses incurred to resolve all such damage claims, at no cost to the City.

Add the following new Subsection:

107-1.22 NOISE ABATEMENT. The contractor shall comply with FGC Section 46-42 which states, in part, as follows:

(A) A person commits the offense of disturbing the peace if:

- (3) Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operation or use is disturbing the peace and privacy of others.

(E) Exemptions. The following sound or noise is not prohibited by this Section:

- (3) Noise necessarily produced in the course of work required to protect persons or property from an imminent peril.
- (4) Noise produced by any activity for which a permit has been issued pursuant to paragraph (E) of this Section.

- (F) Applications for a permit for relief from the application of this Section to any activity on the basis of undue hardship may be made to the City Mayor or his duly authorized representative. Any permit granted by the City Mayor hereunder shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit shall be effective. The City Mayor, or his duly authorized representative, may grant the relief as applied for if he finds:
- (1) Additional time is necessary for the applicant to alter or modify his/her activity or operation to comply with this Section; or
 - (2) The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with other paragraphs of this Section; and
 - (3) No other reasonable alternative is available to the applicant; and

However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

SECTION 108 PROSECUTION AND PROGRESS

108-1.03 PROSECUTION AND PROGRESS. *Delete the last sentence of the first paragraph in its entirety and substitute the following:* The Contractor shall submit the following documents to the Engineer at least fifteen (15) working days before the preconstruction conference:

DELETE the following:

4. A Construction Phasing plan, as required under Subsection 643-1.05.

ADD the following:

4. Construction Requirements, as required under Subsection 643-1.05 and Subsection 643-3.01.

108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME, AND SUSPENSION OF WORK. *DELETE in entirety and SUBSTITUTE the following:* Time is of the essence of the Contract. The Work to be done under the Contract shall be completed in its entirety within the time specified in the Contract Documents. The date of commencement will be the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the agreement signed by the Owner and the Contractor.

The Engineer may at his/her discretion recommend that the Owner extend the time for completion of the Work without invalidating any of the provisions of the Contract and without releasing the surety. Extensions of time, when recommended by Engineer, will be based upon the effect of delays to the Project as a whole and will not be recommended for non-controlling delays to minor included portions of the work unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole.

Acts of God, inclement weather, governmental regulations, labor disputes, strikes, fires, required extra work or any delay totally beyond the control of the Contractor may justify an extension of time.

No extension of time for completion will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of Contractor or his/her subcontractors.

All time extensions requested by Contractor shall be made to Engineer in writing on or before the tenth day following the day in which the alleged delay is said to have occurred and any claim for extension of time shall state explicitly the reasons therefore or and the number of days claimed. Should Contractor fail to file such written claim for extension of time within the period provided he/she shall have abandoned any claim, therefore.

Unless otherwise provided herein, Contractor's sole remedy for any justified delay in the Work will be an extension of time and he/she will be entitled to no delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind except for such delays as maybe caused solely by any fault of Owner of this agreement.

The Engineer by written order may suspend Work on the Project, in whole or in part, for such periods as he/she may judge necessary due to inclement weather, unforeseen emergency conditions, or to expedite public traffic. When the Work is suspended for one or more calendar days by order of the Engineer, the time for completion will be increased, except as hereinafter stated.

In those instances where the Engineer orders suspension of the Work for failure by the Contractor to carry out contractual provisions, or for failure to carry out orders given by the Engineer within the limits of the Contract, the Contractor will not be entitled to an increase in the time for completion.

SECTION 109 MEASUREMENT AND PAYMENT

109-1.01 GENERAL. Add the following: All payments requested by the Contractor shall be developed by the Contractor in a form acceptable to the Engineer. Pay estimates shall be submitted by the Contractor and approved by the Engineer.

109-1.02 MEASUREMENT OF QUANTITIES. Under subtitle (2) Electronic Computerized Weighing System. item (a) Computer. add the following to the end of the first sentence: ", a CD, or a USB device."

109-1.06 PROGRESS PAYMENTS. Add the following: The City shall initiate procedures to pay the Contractor according to FGC Sec. 54-105 within fifteen (15) days after the Contractor submits to the City a bill for materials provided or services performed and a sworn statement that all employees employed on the Project by the Contractor and all subcontractors have been paid not less than the established prevailing rate of pay as determined and published by the State of Alaska, Department of Labor.

Progress payments under the Contract shall be made at the request of the Contractor based upon pay estimates to be furnished by the Contractor and approved by the Engineer. The Engineer reserves the right to alter quantities claimed in the partial estimate to reflect what are, in Engineer's opinion, the true quantities for the payment time period.

109-1.08 FINAL PAYMENT. DELETE the first sentence of the first paragraph and substitute the following: When the project has been completed as provided in Subsection 105-1.15, the Contractor will prepare for approval by the Engineer the final estimate of the quantities of the various classes of work performed.

Add the following to the last sentence of the first paragraph: and the Consent of Surety Company to Final Payment form is executed and received.

END OF SECTION

PART IV - TECHNICAL & SPECIAL PROVISION

SECTIONS 200s-700s OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 504
STEEL STRUCTURES**

504-3.01 CONSTRUCTION REQUIREMENTS.

ADD the following:

Contractor shall obtain the necessary Building Permits (electrical, mechanical, and structural) from the COF Building Department and schedule all inspections.

504-5.01 BASIS OF PAYMENT.

ADD the following:

All work including, but not limited to, material, labor, installation, supervision, equipment, and appurtenances as described in these documents and shown in the plans and specifications in Appendix A of this document, for two (2) 100% complete and functioning fuel pump enclosures. Payment for all work required to complete these two (2) enclosures are subsidiary to this pay item.

All costs associated with obtaining COF Building Permits (electrical, mechanical, and structural) and inspections are subsidiary to this pay item.

Payment will be made under:

Pay Item	Pay Unit
504.0010.0 Two (2) Fuel Pump Enclosures	Lump Sum

APPENDIX A – PLANS, SPECIFICATIONS, and CALCULATIONS

APPENDIX B – EXAMPLE COMPLETED PROJECT