BIDDING AND CONTRACT DOCUMENTS

FOR

2022 PAVEMENT REPAIRS
CITY OF PALMER

BID OPENING DATE & TIME: March 31, 2022 at 2:00pm

Prepared for:
CITY OF PALMER
231 W. Evergreen Avenue
Palmer, Alaska 99645
(907) 745-3271

Contact: Greg Wickham, Public Works Superintendent
phone: (907) 745-3400
e-mail: GWickham@palmerak.org

Prepared by:
HDL Engineering Consultants, LLC
202 W. Elmwood Avenue
Palmer, AK 99645
(907) 746-5230

Contact: Tae Voight, P.E., Project Engineer
e-mail: TVoight@HDLalaska.com

March 2022
CITY OF PALMER

2022 PAVEMENT REPAIRS

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CITY OF PALMER STANDARD SPECIFICATIONS DATED 2018, MAY BE DOWNLOADED FROM THE CITY WEBSITE AT WWW.CITYOFPALMER.ORG.
CITY OF PALMER

2022 PAVEMENT REPAIRS

INVITATION TO BID
CITY OF PALMER

Invitation to Bid

2022 Pavement Repairs

Description of Work: This project includes seven (7) different site locations that includes pavement repairs and other related work as more fully described in the Contract Documents. Estimated base bid cost is between $70,000 and $100,000.

Sealed bids, in single copy, for furnishing all labor, equipment and materials and performing all work for the above project are hereby invited. Bids will be opened publicly and read at Palmer City Hall, 231 W. Evergreen Avenue, Palmer, Alaska on March 31, 2022 at 2:00pm.

A pre-bid meeting will be held at Palmer City Hall, 231 W, Evergreen Avenue, Palmer, Alaska on March 15, 2022 at 10:00am.

This is a bonded, public works project. Contractors are required to be licensed by the City and State and shall comply with Title 36. A bid guarantee is required with each bid in the form and amount indicated in the Palmer Standard Specifications. Successful bidder will be required to provide a performance bond and a labor and material payment bond each in the amount equal to 100% of the contract price.

Contract Documents will be available starting March 8, 2022 in electronic format only. Documents may be downloaded at www.cityofpalmer.org. There is no fee for Contract Documents.

For additional info, contact the Palmer Public Works office at (907) 745-3400.

The City reserves the right to reject any or all bids and to waive irregularities or informalities in any of the bids when in its best interest.

John Moosey
City Manager
CITY OF PALMER

2022 PAVEMENT REPAIRS

II

SPECIAL PROVISIONS
# 2022 Pavement Repairs

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SECTION 70.10 TRAFFIC MARKINGS

Article 10.5 Basis of Payment
CITY OF PALMER

2022 Pavement Repairs

SPECIAL PROVISIONS

SECTION 95.01 LOCATION AND SCOPE

All proposed Work is located within the City of Palmer corporate limits and is more particularly located on the design drawings. The Work included under this Contract consists of furnishing all labor, materials, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the Drawings and specifications. It shall be the responsibility of the bidder to prepare his/her bid so that all materials and/or fittings shall harmoniously conform to the intent of the Contract Drawings, Specifications, and Special Provisions.

Below are the schedules of Work that are presented in the Bid Proposal of this Contract:

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Base Bid: Site 1-7</td>
</tr>
<tr>
<td>Site 1-Remove and replace approximately 180 SY of asphalt pavement and related work;</td>
<td></td>
</tr>
<tr>
<td>Site 2-Remove and replace approximately 247 SY of asphalt pavement and related work;</td>
<td></td>
</tr>
<tr>
<td>Site 3-Remove and replace approximately 31 SY of asphalt pavement and related work;</td>
<td></td>
</tr>
<tr>
<td>Site 4-Remove and replace approximately 1,131 SY of asphalt pavement and related work;</td>
<td></td>
</tr>
<tr>
<td>Site 5-Remove and replace approximately 63 SY of asphalt pavement and related work;</td>
<td></td>
</tr>
<tr>
<td>Site 6-Remove and replace approximately 86 SY of asphalt pavement and related work;</td>
<td></td>
</tr>
<tr>
<td>Site 7-Remove and replace approximately 95 SY of asphalt pavement and related work.</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 95.02 REFERENCE TO CITY OF PALMER STANDARD SPECIFICATIONS

This Contract is subject to and hereby incorporates by reference the 2018 City of Palmer Standard Specifications, hereinafter referred to as CPSS; the Alaska Traffic Manual - Manual on Uniform Traffic Control Devices (MUTCD), with the Alaska supplement latest edition; and the International Building Code, latest edition adopted by City of Palmer. When conflicts exist between CPSS and MUTCD, the requirements of CPSS and these Special Provisions shall govern.

SECTION 95.03 TIME OF COMPLETION

Work under this Contract shall be “substantially complete,” as defined by CPSS Section 10.05 Control of Work, Article 5.31 Substantial Completion, within 36 days of Notice to Proceed.

The Contract Completion Date on or before August 5, 2022. Final Acceptance of the Work shall be obtained by the Contract Completion Date.

Award of this Contract is anticipated on April 26, 2022.
SECTION 95.04 MODIFICATIONS AND/OR ADDITIONS TO CITY OF PALMER SPECIFICATIONS

The following listed provisions of CPSS are amended as hereinafter stated:

A. DIVISION 10 STANDARD GENERAL PROVISIONS

SECTION 10.01 DEFINITIONS

Add the following definitions:

DOT&PF – The State of Alaska Dept. of Transportation & Public Facilities

Department – The City of Palmer Department of Public Works

PSS – Used interchangeably with CPSS to refer to the City of Palmer Standard Specifications.

SECTION 10.02 BIDDING REQUIREMENTS AND CONDITIONS

Article 2.1 Examination of Bidding Documents and Site

Delete the last paragraph and replace with the following:

The Contractor is required to protect, repair or replace existing improvements on private property that may be encountered during construction. Submission of a Bid is an admission that the Bidder has examined the site to determine extent of work required.

SECTION 10.03 AWARD AND EXECUTION OF CONTRACT

Article 3.4 Action on Bids

Delete the last paragraph and replace with the following:

The execution of this Contract is subject to availability of funding from City, and/or State grant sources. Award of a contract is contingent upon receipt of such funds. If sufficient funds are not received, this project may be canceled at no cost to the City of Palmer.

Article 3.6 Execution of Contract

Delete the first sentence of the fourth paragraph and replace with the following:

The Contractor will be supplied with one (1) electronic file (PDF format) of the conformed Contract Documents with half-size Drawings, exclusive of City of Palmer Standard Specifications, and one (1) set of full-size Drawings.

The Engineer’s CAD files will not be provided to the Contractor.
SECTION 10.04 SCOPE OF WORK

Article 4.8 Work Incidental to the Contract

Delete the first paragraph and list and replace with the following:

Several items of Work, not covered in the Bid Proposal, will be considered incidental to the cost of the Contract. These items shall include, but are not limited to, the following:

1. Resetting disturbed property corners or monuments, except monuments identified on the Drawings to be reset.
2. Providing safe hauling and Traffic Control Plan, prior to beginning construction, for hauling and site access.
3. Post-construction cleanup.
4. Preparing and updating schedules.
5. Attending construction progress meetings with the Owner and the Engineer.
7. Pot holing to identify the location of buried utilities, if needed.
8. Disposal of excess or unusable excavation and pavement.
10. Final restoration of all disturbed areas to smooth contours and restoration of existing drainage patterns and vegetation.
12. Providing tack coat on vertical surfaces of pavement and concrete prior to paving.
13. Working in proximity to existing buried and aboveground utilities and protection and repair of damage caused by the Contractor.
15. Additional temporary construction easements for Contractor material storage or staging yards.
17. Imported Classified Fill, if needed.
18. Surveying and laying out the work.
19. All other items designated as incidental on the Drawings or specifications.
20. Preparation of a Quality Control Program and Quality Control Testing.
Article 4.12  Public Convenience and Access

*Add the following after the third paragraph:*

Traffic restrictions are not allowed during the Alaska State Fair. Contractor shall provide updates of planned activities weekly or more frequently as requested by the Engineer, for the purpose of updating the public through the City’s web site.

Article 4.17  Utilities

*Delete the first three sentences of the first paragraph and substitute the following:*

Utilities are not shown on the Drawings.

*Insert the following prior to the last paragraph:*

The Contractor is hereby notified that certain utility companies may have facilities in the project limits. Contact numbers include, but are not limited to:

- Matanuska Telephone Association  (907) 761-2553
- Matanuska Electric Association  (907) 761-9302
- Enstar Natural Gas Company  (907) 830-9065
- GCI Cable Company  (907) 229-9176
- City of Palmer Department of Public Works (907) 745-3400 (streetlights, water, sewer and storm drain)

Contractor shall notify and coordinate with utility companies for all Work in close proximity to their respective facilities.

SECTION 10.05  CONTROL OF WORK

Article 5.3  Construction Progress Schedule and Schedule of Values

*Delete the first paragraph and replace with the following:*

Within five (5) calendar days after execution of contract, the Contractor shall submit to the Engineer a Construction Progress Schedule in the form of a time-scaled bar chart or Critical Path Method (CPM) schedule, the elements of which shall be the significant bid items, at a minimum. Additional items shall be added to represent other significant features of the Work, such as the submittal schedule, material procurement and freighting. Weather and ground condition restraints, work suspensions and other significant influences on the Contract amount and/or time for completion of the Work shall be shown. The initial schedule shall be for the entire Work, and shall extend through project completion. The schedule shall be revised and submitted at two-week intervals with a report identifying changes to activities (start, finish, duration, or critical path), changes to Contract Time, and methods to recover from delays for each activity.

Article 5.7  Materials

*Add the following to the end of the Article:*

The Contractor shall limit his borrow and aggregate sources to existing and legally permitted sources.
Article 5.8  Testing of Materials
Delete the second to last paragraph which begins “As part of the overall...”.

Article 5.9  Contractor’s Authorized Representatives and Employees
In the first sentence, delete “Notice to Proceed” and replace with “execution of the contract”.

Article 5.10  Subcontracting
Delete the following:

“2. Within ten (10) days after the effective date of the Notice-to-Proceed, and prior to commencement of the Work, the Contractor shall provide…”

And replace with:

“2. Within two (2) days after bid opening, and prior to commencement of the Work, the apparent low bidder shall provide…”

Article 5.27  Liquidated Damages
Delete the entire first paragraph and replace with the following:

The Owner may withhold from any progress payment the sum of $500.00 per day as Liquidated Damages for each and every calendar day that Substantial Completion is delayed beyond the Substantial Completion Date. After Substantial Completion, the Owner may withhold out of any progress payment the sum of $500.00 per day as Liquidated Damages for each and every calendar day that Final Acceptance is delayed beyond the Contract Completion Date. If no money is due to the Contractor, the Owner shall have the right to recover said sums from Contractor, the Surety, or both.

Article 5.34  Substantial Completion
Delete the last paragraph and replace with the following:

For Substantial Completion, all work, including pavement markings, shall be complete such that all systems are functional for their intended use and provide for public safety.

SECTION 10.06  LEGAL RELATIONS AND RESPONSIBILITIES

Article 6.6  Permits
Add the following at the end of the article:

Contractor shall secure and pay for all permits and fees associated with this work, including but not limited to:

 Department of Labor and Workforce Development Notice of Work
 City of Palmer Road Closure Permit

Contractor shall coordinate with utilities and pay all fees associated with utility permits, relocations, inspection, or deposits.
Add the following new Article 6.19 Payments to Contractors and Subcontractors:

**Article 6.19 Payments to Contractors and Subcontractors**

Payment to Contractors and Subcontractors shall comply with the provisions of Alaska Statute 36, Section 36.90, Article 3 entitled “Public Construction Contract Payment.”

**SECTION 10.07 MEASUREMENT AND PAYMENT**

**Article 7.7 Final Payment**

Delete Paragraph B and replace with the following:

B. Other contractually required documents noted in the contract, including Contract Completion and Acceptance Certificate and Contractor’s Statement Concerning Claims, on the forms provided by the Owner; and

**B. DIVISION 20 STANDARD CONSTRUCTION SPECIFICATIONS FOR EARTHWORK**

**SECTION 20.01 GENERAL**

**Article 1.6 Subsurface Investigation**

Delete the second paragraph and replace with the following paragraph:

Subsurface Investigation was not performed for this project.

**C. DIVISION 40 STANDARD CONSTRUCTION SPECIFICATIONS FOR ASPHALT SURFACING**

**SECTION 40.11 REMOVE AND REPLACE ASPHALT SURFACING**

**Article 11.1 General**

Delete this Article and replace with the following:

The Work under this Section consists of performing all work required for removing, disposing of, and replacing existing surfacing or cold mix asphalt, including adjusting utilities, placing and grading Classified Fill and Backfill, Type IIA and Leveling Course, and replacing existing traffic markings, to the extent indicated on the Drawings, and as directed by the Engineer.

**Article 11.3 Construction**

Delete the second paragraph and replace with the following:

Contractor shall remove existing asphalt surfacing, regardless of thickness. Removal and replacement of backfill and Leveling Course will be to the extent indicated on the Drawings, and as directed by the Engineer.
Contractor shall grade and compact Leveling Course to prepare the area to receive asphalt surfacing, including furnishing and installing any leveling course as shown on the plans or as necessary to establish grade.

Add the following to the end of the article:

Provide imported fill material as needed to expand the radius approaches to the dimensions shown on the Drawings. Fill shall be Classified Fill and Backfill, Type IIA.

The fill and graded material shall be compacted to ninety-five percent (95%) of the maximum density, based on a roller pattern established in the field.

Article 11.4 Measurement

Delete this article and replace with the following:

Removing, disposing of, and replacing existing asphalt surfacing and cold mix asphalt, including adjusting utilities, placing and grading Classified Fill and Backfill, Type IIA and Leveling Course, and replacing existing traffic markings is measured per square yard, complete in place.

Article 11.5 Basis of Payment

Add the following payment items:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class) (Site #)</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

D. DIVISION 70 STANDARD CONSTRUCTION SPECIFICATIONS FOR MISCELLANEOUS

SECTION 70.10 TRAFFIC MARKINGS

Article 10.5 Basis of Payment

Delete this article and substitute the following:

Payment for this work shall be incidental and no separate payment shall be made.

END OF SPECIAL PROVISIONS
CITY OF PALMER

2022 PAVEMENT REPAIRS

III
SUBMITTAL LIST
# CITY OF PALMER
## 2022 PAVEMENT REPAIRS
### SUBMITTAL LIST

**Job #: _____________________**  
**Contractor: _____________________**

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<th>Submittal Number</th>
<th>Description</th>
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<td>DOL Notice of Public Work</td>
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<td>2</td>
<td>Proposed Disposal Sites</td>
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<td>3</td>
<td>List of Construction Equipment</td>
</tr>
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<td>4</td>
<td>Construction Schedule and updates</td>
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<td>5</td>
<td>List of Substitutions</td>
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<td>20</td>
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<tr>
<td>21</td>
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</table>

**NOTE:** The above list of submittals is not all inclusive. In addition to the above, the Contractor is required to comply with all submittal requirements as required or identified in the plans, specifications, CPSS, or as directed by the Engineer.
CITY OF PALMER

2022 PAVEMENT REPAIRS

IV

TEMPORARY CONSTRUCTION PERMITS AND EASEMENTS

(NOT USED)
CITY OF PALMER

2022 PAVEMENT REPAIRS

V

EQUAL OPPORTUNITY BIDDING AND REPORTING REQUIREMENTS (NOT USED)
CITY OF PALMER

2022 PAVEMENT REPAIRS

VI

MBE/WBE SPECIFICATIONS (NOT USED)
CITY OF PALMER

2022 PAVEMENT REPAIRS

VII

MINIMUM RATES OF PAY
EXHIBIT A – STATE OF ALASKA TITLE 36 WAGE RATES
Laborers’ & Mechanics’ Minimum Rates of Pay

State of Alaska Title 36 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 10 days before Bid Opening. A paper copy of the state wage rates will be included in the executed Contract.
CITY OF PALMER

2022 PAVEMENT REPAIRS

VIII

CONTRACT
CITY OF PALMER

2022 PAVEMENT REPAIRS

CONSTRUCTION CONTRACT

THIS CONTRACT, between the City of Palmer, herein called the Owner, and:

_____________________________________________________________________, an Individual, Partnership, Joint Venture, Sole Proprietorship, Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Owner on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the City, hereby covenants and agrees to furnish and deliver all materials and to do and perform all the work and labor required in the construction of the 2022 Pavement Repairs at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of:

($________________________), and such other items as are mentioned in the original Proposal, which Proposal and prices named, together with the Contract Documents, and City of Palmer Standard Specifications, dated 2018 are made a part of this Contract and accepted as such, the project being situated as follows:

2022 Pavement Repairs as more particularly described in the Contract Documents, located in Palmer, Alaska.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Owner, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Owner. In no event shall the Owner be liable for any materials furnished or used, or for any work or labor done, unless the materials, work or labor are required by the Contract or on written order furnished by the Owner. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Owner, on or before:_______, 2022. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Owner shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Owner shall have the right to recover

($_____________________) per day for each calendar day elapsing between the time stipulated

Contract
2022 Pavement Repairs
for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of $_________________________ Payment Bond, and $_________________________ Performance Bond, to secure the proper compliance with the terms and provisions of this contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions

CONTRACTOR

____________________________________________________________
Name of Contractor

____________________________________________________________
Signature                                  Date

____________________________________________________________
Name and Title

(Corporate Seal)

CITY OF PALMER

____________________________________________________________
CITY MANAGER (Signature)                                  Date

____________________________________________________________
Typed Name

Contract
2022 Pavement Repairs
CITY OF PALMER

2022 PAVEMENT REPAIRS

IX

CONTRACT PERFORMANCE AND PAYMENT BOND
CITY OF PALMER

2022 Pavement Repairs

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That ______________________________________ of ___________________________ as Principal, and ___________________________________ of _________________ as Surety, firmly bound and held unto the ______________________ 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 paid to the __________________________, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into written contract with said _____________, on the __________ of _______________ A.D. 20___, for construction of: 2022 Pavement Repairs said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligations is such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if said principal shall reimburse upon demand of the City of Palmer any sums paid to him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____________________________, this _________ day of _______________ A.D., 20___.

Principal:

By:_______________________________________________

By:_______________________________________________

Surety:

By: ______________________________________________

By: ______________________________________________

The offered bond has been checked for adequacy under the applicable statutes and regulations:

_________________________________________     _______________________
Authorized Representative – City of Palmer      Date
INSTRUCTIONS

1. This form, shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Owner.

2. The full legal name and business address of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.

3. The penal amount of the bond, or in the case of more than one surety, the amount of obligation shall be entered in words and in figures.

4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Owner.

5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.
CITY OF PALMER

2022 Pavement Repairs

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That ________________________________ of ________________________________ as Principal,
and ________________________________ of ________________________________ as Surety,
firmly bound and held unto the ________________________________ in the penal sum of
$ ________________________________, good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the
______________________________, we bind ourselves, our heirs, successors, executors, administrators, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into written contract with said ________________________________,
on the ________________ of ________________ A.D. 20___, for construction of: 2022
Pavement Repairs, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligations is such that if the said
principal 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 thereto, then these presents
shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
at ________________________________, this ___________day of ________________ A.D., 20___.

_______________________________
Principal:

By: ________________________________

By: ________________________________

_______________________________
Surety:

By: ________________________________

By: ________________________________

The offered bond has been checked for adequacy under the applicable statutes and
regulations:

____________________________________
Authorized Representative
City of Palmer

Authorized Representative Date

City of Palmer

Payment Bond

2022 Pavement Repairs
INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Owner.

2. The full legal name and business address of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.

3. The penal amount of the bond, or in the case of more than one surety, the amount of obligation shall be entered in words and in figures.

4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Owner.

5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.
CITY OF PALMER

2022 PAVEMENT REPAIRS

X

CERTIFICATE OF INSURANCE

(submit original certificate)
CITY OF PALMER

2022 PAVEMENT REPAIRS

XI

BID BOND
**CITY OF PALMER**  
**2022 Pavement Repairs**  
**BID BOND**  
(See Instructions on Reverse)

<table>
<thead>
<tr>
<th>PRINCIPAL (Legal name and business address)</th>
<th>TYPE OF ORGANIZATION</th>
<th>DATE BOND EXECUTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>○ INDIVIDUAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ PARTNERSHIP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ JOINT VENTURE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ CORPORATION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>STATE OF INCORPORATION</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SURETY(IES) (Name and Business Address)</th>
<th>PENAL SUM OF BOND</th>
<th>DATE OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the City of Palmer, in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on PROJECT: **2022 Pavement Repairs** in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

<table>
<thead>
<tr>
<th>PRINCIPAL</th>
<th>Signature(s)</th>
<th>Name(s) &amp; Titles (Typed)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
<td>1.</td>
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<td>2.</td>
<td>2.</td>
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<td></td>
<td>3.</td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corporate Seal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CORPORATE SURETY(IES)</th>
<th>Name of Corporation</th>
<th>State of Incorporation</th>
<th>Liability Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>S U R E T Y</td>
<td>Signature(s)</td>
<td>1.</td>
<td>2.</td>
</tr>
<tr>
<td>A</td>
<td>Name(s) &amp; Titles (Typed)</td>
<td>1.</td>
<td>2.</td>
</tr>
</tbody>
</table>

CORPORATE SURETY(IES) (Continued)
<table>
<thead>
<tr>
<th>SURETY</th>
<th>Name of Corporation</th>
<th>State of Incorporation</th>
<th>Liability Limit $</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signature(s)</td>
<td>1. 2.</td>
<td>Corporate</td>
</tr>
<tr>
<td></td>
<td>Name(s) &amp; Titles (Typed)</td>
<td>1. 2.</td>
<td>Seal</td>
</tr>
</tbody>
</table>

CORPORATE SURETY(IES) (Continued)

<table>
<thead>
<tr>
<th>SURETY</th>
<th>Name of Corporation</th>
<th>State of Incorporation</th>
<th>Liability Limit $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signature(s)</td>
<td>1. 2.</td>
<td>Corporate</td>
</tr>
<tr>
<td></td>
<td>Name(s) &amp; Titles (Typed)</td>
<td>1. 2.</td>
<td>Seal</td>
</tr>
</tbody>
</table>

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.

2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g. "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.

3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS.21.09. Individual sureties will not be accepted.

4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).

5. The scheduled bid opening date shall be entered in the space marked Date of Bid.

6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.

7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.

9. The date that bond is executed must not be later than the bid opening date.
CITY OF PALMER

2022 PAVEMENT REPAIRS

XII

BIDDER’S CHECKLIST
BIDDER’S CHECKLIST

INSTRUCTIONS TO BIDDER

I. GENERAL

Bidders are advised that, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Palmer Municipal Code.

II. REQUIRED DOCUMENTS FOR BID

NOTE: “Only the following listed items as marked with an “X” are required to be completely filled out and submitted with the bid.”

_ X_ Bid proposal consisting of pages BP-1 through BP-3. BP-1 must be manually signed.

_ X_ Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.

_ _____ Two identical sets of descriptive literature, brochures, and/or data must accompany the bid where specifically requested or when in support of an “or equal” offer.

_ X_ Bid bond, certified check, cashiers check, money order or cash shall be submitted with the bid in the amounts indicated.

_ X_ All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Palmer Municipal Code.

_ X_ Bidder Qualification Form

_ _____ MBE/WBE Compliance Statement

_ _____ Buy American Act Compliance Statement
CITY OF PALMER

2022 PAVEMENT REPAIRS

XII

BID PROPOSAL
TO: CITY OF PALMER  
CITY HALL  
231 WEST EVERGREEN AVENUE  
PALMER, ALASKA 99645

SUBJECT: Invitation to Bid No. ____________

PROJECT TITLE: **2022 Pavement Repairs**

Pursuant to and in compliance with subject Invitation to Bid, and other Contract documents relating thereto, the bidder hereby proposes to furnish all labor and materials and to perform all Work for the construction of the above-referenced project in strict accordance with the Contract documents at the prices established in the Bid Proposal, Pages BP-1 through BP-2 submitted herewith.

The bidder agrees, if awarded the Contract, to commence and complete the Work within the time specified in the Contract documents.

The bidder acknowledges receipt of the following Addenda:

Addendum No. & Date ___________________ Addendum No. & Date ___________________
Addendum No. & Date ___________________ Addendum No. & Date ___________________
Addendum No. & Date ___________________ Addendum No. & Date ___________________

Enclosed is a Bid Bond in the amount of:

$ amount or (Percentage of Bid)

**Type of Business Organization**

The bidder, by checking the applicable box, represents that it operates as:

☐ a corporation incorporated under the laws of the State of Alaska  
☐ a joint venture  
☐ an individual  
☐ a partnership  
☐ a nonprofit organization

If a partnership or joint venture, identify all parties on a separate page.

Bidder/Company Name: Alaska Contractor’s License  
__________________________________________ Number: ________________________

Address of Bidder:  
Employer’s Tax Identification  
__________________________________________ Number: ________________________

Phone ___________________________  
Signature  

Printed Name & Title
<table>
<thead>
<tr>
<th>Schedule</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid - Site 1-7</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: 

[Table for bid amounts]
## CITY OF PALMER
### 2022 PAVEMENT REPAIRS
#### BID FORM

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Spec. No.</th>
<th>Work Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>40.11</td>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class E) Site 1</td>
<td>180</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>40.11</td>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class E) Site 2</td>
<td>247</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>40.11</td>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class E) Site 3</td>
<td>29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-4</td>
<td>40.11</td>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class E) Site 4</td>
<td>1,131</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-5</td>
<td>40.11</td>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class E) Site 5</td>
<td>63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-6</td>
<td>40.11</td>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class E) Site 6</td>
<td>86</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-7</td>
<td>40.11</td>
<td>Remove Asphalt, Replace with Asphalt Surfacing (Class E) Site 7</td>
<td>95</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL SCHEDULE A**
CITY OF PALMER

2022 PAVEMENT REPAIRS

XIII

FORMS FOR BIDDING AND CONSTRUCTION

1. BIDDER QUALIFICATION FORM
2. LIST OF SUBCONTRACTORS AND SUPPLIERS
3. NOTICE TO PROCEED
BIDDER QUALIFICATION FORM

The Bidder shall submit the data requested below as part of the bid package.

Contractor Business Name: ____________________________________________
Business Address: ___________________________________________________
Years in business as contractor under above business name: ________________

List six or more important or similar construction projects completed by Bidder with date, approximate cost, and name and phone number of project engineer or owner (use additional pages as required):

<table>
<thead>
<tr>
<th>Project:</th>
<th>Owner:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Date:</th>
<th>Cost:</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Contact Phone:</th>
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<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Project:</th>
<th>Owner:</th>
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<table>
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<tr>
<th>Date:</th>
<th>Cost:</th>
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<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Contact Phone:</th>
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</tbody>
</table>

List other construction projects your firm will be working on or anticipate working on between May 1, 2022 and November 1, 2022. ________________________________

List major equipment to be used on this project and indicate if owned or rented:

Have you received firm quotes & delivery times for major materials for this project? ____

Have you ever failed in any material way to perform your obligations under any contract with the City or other government agency? _________ If so, provide details.

________________________________________________________________________

(signed) (title) (date)
The Successful Bidder shall submit the data requested below by the end of the second business day following Bid opening. Use additional pages as required.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Trade</th>
<th>Address</th>
<th>Contractor’s License #</th>
<th>Telephone</th>
<th>Contact</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
NOTICE TO PROCEED

Project: _______________________________ Date: _______________________________
A/E Project Number

To: ____________________________________________ Contract For: _______________________

You are hereby notified that the Contract Times stated for the Project will commence on ___________________. On that date, start performing the obligations required by the Contract Documents.

Before commencing work at the Project Site, deliver the certificates of insurance to the owner as required by the Contract Documents.
Also, before commencing work at the Project Site, perform:

__________________________________________

Authorized by: _______________________________ Owner _______________________________ Authorized Signature _______________________________
Title _______________________________ Date _______________________________

Accepted By: _______________________________ Contractor _______________________________ Authorized Signature _______________________________
Title _______________________________ Date _______________________________

Attachments ☐

Owner ☐ Consultants ☐

Copies: Owner ☐ A/E ☐ Consultants ☐

City of Palmer
1316 S. Bonanza St. Palmer, AK 99645

Page 1 of ________

February 2009
COP Form 1.