

CITY OF SEWARD

Contract Documents

for

USCG BUILDING FOUNDATION & SITE UTILITIES Marina Subdivision



Prepared by:

Michael L. Foster & Associates
13135 Old Glenn Hwy, Ste 200
Eagle River, Alaska 99577
696-6200

September 7, 2010

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CONTRACT DOCUMENTS

for

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September 7, 2010



These documents were prepared under the supervision of a registered Professional Engineer.

Michael L. Foster & Associates
USCG Building Foundation & Site Utilities
City of Seward, Alaska

SEWD-SEWD-011-0001

September 7, 2010

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Municipality of Anchorage Standard Specifications (MASS 2009, 1st Revision), which are by reference a part of these Contract Documents, are available online at no charge at http://www.muni.org/Departments/project_management/Pages/MASS.aspx.

**SECTION 00020
INVITATION TO BID**

1.0 CONTACT INFORMATION

Owner: City of Seward
410 Adams St (PO Box 167)
Seward, Alaska 99664
Phone: 224-4004; Fax 224-5051
Email: kvesel@cityofseward.net

Attention: Kirsten Vesel, Project Manager

Engineer: Michael L. Foster & Associates, Inc.
13135 Old Glenn Hwy, Ste 200
Eagle River, Alaska 99577
Phone: 696-6200; Fax: 696-6202
Email: ldl@mlfaalaska.com

Attention: Loren Leman, P.E., Project Manager

2.0 BIDDING PROCEDURE

The City of Seward will receive bids for construction of USCG Building Foundation & Site Utilities, Marina Subdivision in Seward, Alaska no later than 12:00 noon on September 22, 2010. Contract Documents may be examined or purchased for \$40 from the City Clerk, 410 Adams St, Seward. They will be mailed for an additional \$10, plus the cost of expedited delivery, if requested. Design drawings in the Contract Documents are printed at half-size (11x17). Full-size drawings (22x34) may be purchased from the Engineer for the cost of reproduction. Documents are also available electronically at no charge at www.mlfaalaska.com. Although not required to do so, Bidders who get documents from this website must register to receive Addenda.

Each bid must be submitted in a sealed envelope with the project name clearly labeled on the outside. If the Bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation "BID ENCLOSED" on its face.

The successful Bidder must hold or obtain Contractor's and Business Licenses required by Alaska Statutes, be registered with the Kenai Peninsula Borough Sales Tax Division, and hold a City of Seward business license by the date the Contract is executed.

3.0 SCOPE OF WORK

The project is the construction of a concrete building foundation, removal and realignment of a storm drain, replacement and extension of water mains, water and sewer services, and other site improvements near the boat harbor on Lots 4A-1 and 4A-2 in Marina Subdivision in Seward. Underfloor plumbing, all concrete slabs, electricity service, and the move of the existing shore support building will be by others.

To accommodate accounting and grant conditions, the project is divided into four parts:

1. Building foundation, water and sewer service, removal of storm drain near and under the building footprint, and other site improvements

2. Storm drain realignment (SH 2.1)
3. Water line – Phase 1 (SH C2.2, WL1 Sta 1+00 to Sta 6+10; SH C2.4, WL2 Sta 1+00 to Sta 1+56.80; and abandon 6-inch diameter line between Seward Fisheries building and WL2 Sta 1+56.80)
4. Water line – Phase 2 (Remaining water line work).

The Bidder must identify its cost breakdown for these four parts in its Bid Proposal.

4.0 CONSIDERATION OF BIDS

The Owner reserves the right to accept or reject an incomplete Bid, reject any bid not conforming to the intent of the Contract Documents, and waive minor irregularities. If a Contract is awarded, it will go to the lowest responsive, responsible Bidder based on Total Bid Price.

5.0 LABOR

This Work is subject to State of Alaska, Title 36, Prevailing Wage Law and requirements of the Little Davis Bacon Act. Wage and hour requirements, including certified payroll documentation, are available from the Department of Labor & Workforce Development at its website identified on the form *State of Alaska Wage and Hour Requirements Statement of Understanding* in Section 00300. This form must be signed and returned with a Bid.

6.0 TIME FOR COMPLETION OF WORK

The Work must be completed by November 19, 2010. If delay is the responsibility of the Contractor, the Owner may deduct Liquidated Damages as provided in the Special Provisions.

7.0 PROGRESS REPORTING

The Contractor must keep the Owner apprised of its progress and schedule. This includes submittal of daily reports with the following information:

- Date
- Weather Conditions
- Names of Construction Crew Onsite
- Equipment Onsite
- Progress or Work Activities Performed
- Instructions Received and Significant Events Encountered
- Pay Items Achieved or Installed (Daily and Totals)

The Owner or its Engineer may observe the Work to determine compliance with the Contract Documents and confirm pay quantities.

END OF SECTION 00020

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

1.0 INTERPRETATION OF DOCUMENTS

Separate sections of these Contract Documents are intended to be mutually cooperative and to provide details reasonably required for bidding and executing the proposed Work.

During the bidding period all questions about the meaning or intent of the Contract Documents must be directed to the Owner or its Engineer. Emails will be accepted. If revisions to the Contract Documents are necessary, addenda will be mailed, emailed or delivered in person to all parties recorded as having received them. Questions received fewer than three days before the date for opening of Bids may not be answered. Only responses by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.0 QUALIFICATIONS OF BIDDER

The successful Bidder must hold or obtain Contractor's and Business Licenses required by Alaska Statutes, be registered with the Kenai Peninsula Borough Sales Tax Division, and hold a City of Seward business license by the date the Contract is executed.

The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy it that the Bidder is properly qualified to complete the obligations of the Contract and complete the Work.

3.0 BIDDER'S UNDERSTANDING

Before submitting a Bid, each Bidder should (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize itself with local conditions that may affect performance of the Work; (c) be familiar with local, State, and federal laws, rules and regulations affecting performance of the Work, including nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, and fees; and (d) carefully correlate its observations with the requirements of the Contract Documents. Failure to do so will not relieve the successful Bidder of its obligation to enter into a Contract and complete the Work.

The submission of a Bid will constitute a representation by the Bidder that it has complied with the requirements of this Article.

4.0 TYPE OF BID

A. LUMP SUM

This is a lump sum (fixed price) contract. The Total Bid Price must be stated in words and numbers. Words will govern in case of discrepancy. Cost breakdowns for each of the four parts of the contract must be provided in the Bid Proposal. Total Bid Price will govern if the four parts do not add correctly.

5.0 PREPARATION OF BIDS

All blank spaces on the Bid Form must be filled in, as required, in blue or black ink. Any Bid that contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or that in any manner fails to conform to the conditions of the Contract Documents may be rejected.

The Bidder must sign its Bid in the space provided. All names must be typed or printed below the signature. The Bid must contain an acknowledgment of receipt of all Addenda with the numbers filled in on the Bid Form.

A Bid by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary. The corporate address and state of incorporation must be shown below the signature. A bid by a partnership must be executed in the partnership name and signed by a partner or an associate with authority to sign. The signer's title and the official address of the partnership must be shown below the signature.

The Bid must be accompanied by a certified check, cashier's check, or Bid Bond for 10 percent of the amount of the Bid.

The following submittals must be provided with the Bid:

- Bid Proposal, completed and signed, with Addenda, if any, acknowledged
- Bid Bond
- State of Alaska Wage and Hour Requirements Statement of Understanding

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn at any time before the opening of Bids. Modification to, or withdrawal of a Bid must be done in writing (in the manner that a Bid must be executed), and delivered to the Engineer before the opening of Bids. These may be faxed or delivered as a pdf attachment to an email message. However, the Owner does not warrant delivery by these methods.

7.0 BIDS TO REMAIN OPEN

All Bids shall remain open for 30 days after Bid opening, but the Owner may, in its sole discretion, release any Bid.

8.0 PAYMENT AND REPAIRS

Payment will be made at the price in the Bid Proposal as further defined by an approved Schedule of Values. The Owner will provide written acknowledgement of completed Work and will also provide written notice of unsatisfactory Work, which will not be paid until it is completed to its satisfaction. The Contractor must repair or correct unsatisfactory Work at its own expense.

9.0 WARRANTY OF TITLE

No material, supplies, or equipment shall be purchased subject to any security transaction, chattel mortgage or under a conditional sale or other agreement by which any interest in it is retained by the seller or Contractor or any other person. The supplier warrants good title to all material, supplies, and equipment and agrees to deliver this free from any claims, liens, or charges.

10.0 SITE ACCESS

The site can be accessed from Port Avenue at the north end of the boat harbor in Seward. If needed, the Owner will provide assistance with access to the project site.

11.0 PERMITS, TAXES, AND RESPONSIBILITIES

The Contractor shall, without additional Contract expense be responsible for obtaining any necessary licenses and permits, and for complying with City, State, and federal laws, codes, and regulations applicable to the performance of the Work, and be responsible for paying all applicable taxes. The Contractor shall also be responsible for all damages to persons or property that occur as a result of its fault or negligence, and shall take proper safety, health, and environmental precautions to protect the work, workers, public, and property of others.

The Contractor shall pay all royalties and license fees, and hold the Owner and Engineer harmless from liability of any nature or kind, including attorneys' fees and cost of settlement, for the use of any patented or unpatented invention, article, appliance or process furnished or used in the performance of the Work.

12.0 SUSPENSION OR TERMINATION FOR CONVENIENCE

The Owner reserves the right to suspend or terminate the Contract at any time for its convenience. Such suspension or termination will be made in writing and may include the whole or any specified part of the Contract.

If the Contract, or a specified part of it, is suspended for convenience of the Owner and this unreasonably delays the progress of the Work and causes additional expenses or loss to the Contractor not due to its fault or negligence, the Contract price will be subject to adjustment for actual cost incurred by the Contractor as a result of the suspension. Claimed costs must be substantiated by written records or otherwise demonstrated to the satisfaction of the Owner. Further, the time of performance of the Contract will be subject to extension by the actual duration of the suspension plus a reasonable additional time for remobilization. The Contract will, accordingly, be amended by a Contract change agreement provided, however, that any claim by the Contractor for an adjustment must be asserted within 30 days of receiving notice to resume the Work.

If the Contract, or a specified part of it, is terminated for convenience of the Owner, the Contractor will be compensated for the reasonable cost of all Work performed or materials furnished including a reasonable profit on completed portions, but shall receive no profit for unperformed Work. The total sum paid the Contractor will not exceed the current Contract Price unless modified by Contract amendment.

13.0 TERMINATION FOR CAUSE

If, through any cause, the Contractor fails to fulfill in a timely and proper manner the obligations under this Contract, or if it violates any of its stipulations, the Owner may terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying its effective date, at least five days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Contractor are the property of the Owner and must be delivered to the Owner by the effective date of termination. The Contractor will be entitled to receive compensation according to the payment provisions of this Contract for work completed to the Owner's satisfaction.

14.0 WARRANTIES

The Contractor must warrant that its Work complies with the requirements of the Contract, is free from defects and is of the specified quality workmanship for one year after final acceptance, or any longer period when covered elsewhere in the Contract Documents. If any defect appears, the Contractor must promptly and diligently repair it as required by the Owner with no additional compensation to the Contractor.

15.0 INDEMNIFICATION

To the maximum extent permissible by law, and in addition to other provisions of this Contract, the Contractor shall defend, indemnify and hold the Owner and Engineer, including their affiliated entities, officers, employees and agents, harmless from any loss, claim, suit, damage or liability from injury or death of any person, including employees of the Contractor, or damage or destruction to any property arising from or in connection with any negligent act or omission of the Contractor, its officers, agents or employees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

16.0 INSURANCE

During the period this Contract remains in force the Contractor must procure and maintain with carriers approved to conduct business in the State of Alaska insurance coverage with limits not less than those specified. All policies must name the City of Seward and Michael L. Foster & Associates, Inc., as additional insured and an endorsement be provided to the Owner before start of the Work. Certificates of insurance must be furnished to the Owner. If any Work is subcontracted, the Contractor must require the same insurance coverage, limits and certification from its subcontractors.

Policies issued must include the following:

- a. A 30-day advance written notice of cancellation, non-renewal or material change.
- b. Except for workers' compensation insurance, the City of Seward and Michael L. Foster & Associates, Inc. shall be additional insured parties.
- c. A waiver of subrogation in favor of the City of Seward and Michael L. Foster & Associates, Inc. as to workers' compensation insurance.

- d. Contractor's insurance shall be primary and any insurance maintained by the City of Seward or Michael L. Foster & Associates, Inc. shall be considered excess and noncontributory.
- e. Cross liability or severability of interest clause (liability policies only).

The minimum coverage and policy limits are:

<u>INSURANCE COVERAGE</u>	<u>POLICY LIMITS</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000 each accident
3. Comprehensive General Liability	\$1,000,000 Bodily Injury (per occurrence) or \$1,000,000 Property Damage (per occurrence)
4. Comprehensive Automobile Liability including coverage for owned, non-owned and hired vehicles.	\$1,000,000 Combined Single Limit for each occurrence for bodily injury, including death, and property damage.

These minimum insurance coverages will not limit any of the other obligations or liabilities of the Contractor. Deductibles, if any, will be the responsibility of the Contractor.

17.0 AWARD OF CONTRACT

Within ten working days after the Bid opening the Owner will accept one of the Bids according to Basis of Award, Article 18.0 of this Section. The acceptance of the Bid will be by written Notice of Intent to Award or rejection, sent by mail, email, or delivered in person to the Bidder's representative. The written Notice of Award will be issued following the protest period identified in Article 19.0. If the lowest Bidder fails to sign a Contract and provide insurance certificate(s), the Owner may award the Contract to the next lowest responsive, responsible Bidder.

18.0 BASIS OF AWARD

An award will be made on the basis of the Total Bid Price from the lowest responsive, responsible Bidder.

19.0 PROTEST PROCEDURE

A vendor, supplier, or contractor may protest a solicitation for a bid or proposal and/or a notice of intent to award a contract. The interested party must first attempt to informally resolve the dispute through the Owner. If this attempt is not satisfactorily concluded, the interested party may formally protest the solicitation or the intent to award a contract. The protest must be filed in writing within five working days of the notice of intent to award a contract.

A protest must include the following information:

- Name, address and telephone number of the protester.
- Signature of the protester or its representative.
- Identification of the solicitation or procurement at issue.
- Detailed statement of the factual grounds of the protest, including copies of relevant documents.
- Form of relief requested.

Upon receiving the written protest, the Owner will refer the protest to the City Manager or his designee, who will do one of the following:

- Issue a decision denying the protest and stating the reasons for denial.
- Issue a decision that sustains the protest, in whole or in part, and implements an appropriate remedy.

If a protest is sustained by the City Manager in whole or in part, the protester's damages are limited to reasonable bid or proposal preparation costs. If the protester is not satisfied with the City Manager's decision, an appeal to the City Council may be filed. The appeal must be filed in writing within five working days of the City Manager's decision. An informal hearing on the protest may be conducted to resolve the dispute.

20.0 EXECUTION OF CONTRACT

The successful Bidder must, within ten working days after receiving Notice of Award, sign and deliver to the Owner a Contract on the form provided together with the acceptable insurance certificate(s) and Performance and Payment Bond required in the Contract Documents. Within ten working days after receiving the signed Contract from the successful Bidder, the Owner will sign the Contract. Signature by both parties constitutes execution of the Contract.

END OF SECTION 00100

**SECTION 00300
BID FORMS**

NOTE TO BIDDER: Use BLUE or BLACK ink for completing Bid Forms.

BID PROPOSAL

To: City of Seward
Address: 410 Adams St (PO Box 167)
Seward, Alaska 99664

Attention: Kirsten Vesel, Project Manager

Project Title: USCG Building Foundation & Site Utilities, Marina Subdivision

Bidder's person to contact for additional information:

Name: _____
Telephone: _____
Email: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner or Engineer, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further agrees that it has exercised its own judgment regarding the interpretation of information, site conditions, and has utilized all data it believes is pertinent in arriving at its conclusions.

CONTRACT EXECUTION

The Bidder agrees that if its Bid is accepted, it will, within ten working days, not including Sundays and legal holidays, after Notice of Award, sign the Contract and provide a satisfactory Performance & Payment Bond on the forms provided.

CERTIFICATES OF INSURANCE

The Bidder agrees to furnish the required certificates of insurance before starting the Work.

START OF CONSTRUCTION

The Bidder agrees to begin Work within ten calendar days after the date of Notice to Proceed.

ADDENDA

The Bidder acknowledges that it has received Addenda Nos. _____, _____, _____, (insert Numbers) and agrees that these are a part of the Contract Documents, including all their impacts.

SALES AND USE TAXES

The Bidder agrees that all required sales and use taxes are included in the Total Price.

BID PRICE

- 1. Building foundation, water and sewer service, removal of storm drain, and other site improvements \$ _____
 - 2. Storm drain realignment \$ _____
 - 3. Water line – Phase 1 \$ _____
 - 4. Water line – Phase 2 \$ _____
- Total Bid Price in Numbers:** \$ _____

Total Bid Price in Words: _____ **Dollars**

BIDDER

The name of the Bidder is _____

_____, _____, _____, _____
Street City State Zip

which is the address to which all communications regarding this Bid and Contract will be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS of this, I have signed this on this _____ day of _____, 2010.

Signature of Bidder

Title

IF CORPORATION

IN WITNESS of this the corporation has caused this document to be executed and its seal affixed by its duly authorized officers on _____, 2010.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Secretary

BID BOND

We, _____ as Principal, and _____ as Surety, authorized to transact surety business in the State of Alaska, are held and firmly bound unto the City of Seward, Alaska, as Obligee, for the sum of \$ _____ [10 percent or more of the Bid], lawful money of the UNITED STATES, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by this.

WHEREAS, the Principal is submitting its proposal for construction of USCG Foundation & Site Utilities, Marina Subdivision. The condition of this obligation is that if the Principal will within the time required enter into a contract and provide a sufficient bond to secure the performance of the terms and conditions of the contract, this Obligation will be void; otherwise the Principal and Surety will pay the Obligee the amount stated.

Signed and sealed on _____, 2010.

WITNESS AS TO PRINCIPAL:

(AFFIX CORPORATE SEAL)

Contractor Name

Contractor Signature

Corporate Surety

Surety Business Address

By: _____

(Attorney-In-Fact)

(AFFIX SURETY SEAL)

**STATE OF ALASKA WAGE AND HOUR REQUIREMENTS
STATEMENT OF UNDERSTANDING**

The Bidder is notified that this project falls under the provisions of Title 36 of Alaska Statutes also known as Prevailing Wage Law. By signing this form the Bidder acknowledges its understanding of these requirements for undertaking this construction project for the City of Seward.

Little Davis Bacon Act (LDBA). This project qualifies as LDBA and therefore requires filing of certified payrolls according to Title 36 of Alaska Statutes. Subcontractors will also be required to provide proof of insurance and licensing. If a Bidder has questions regarding these requirements, contact Nancy Dutton, State of Alaska Department of Labor & Workforce Development, Wage and Hour Administration at 269-4900; fax: 269-4915; or e-mail nancy_dutton@labor.state.ak.us.

State of Alaska Debarment List. A person appearing on the State of Alaska's debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the State or a political subdivision of the State for three years from the date of debarment. This list is provided in the State of Alaska, Wage and Hour Administration, Department of Labor Standards & Safety, Laborers' & Mechanics' Minimum Rates of Pay Pamphlet 600 available at: <http://www.labor.state.ak.us/lss/pamp600.htm>.

This form is part of the Bid and failure to submit it is a basis for rejection of the Bid.

Dated at _____, this _____ day of _____, 2010.

I certify that I understand the Wage and Hour requirements:

Name of Contractor

Signature

Title of Person Signing

END OF SECTION 00300

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**SECTION 00500
CONTRACT**

_____, hereinafter called the CONTRACTOR, and the City of Seward, Alaska, hereinafter called the OWNER, enter into this agreement as follows:

The CONTRACTOR, in consideration of the payment to be made by the OWNER, agrees to perform all WORK specified in the CONTRACT DOCUMENTS. Applicable documents include:

1. SECTION 00020 - INVITATION TO BID
2. SECTION 00100 - INSTRUCTIONS TO BIDDERS
3. SECTION 00300 - BID FORMS
4. SECTION 00500 – PERFORMANCE AND PAYMENT BOND
5. DRAWINGS
6. SPECIAL PROVISIONS
7. ADDENDA issued, if any
8. SURVEYING AND GEOTECHNICAL REPORT
9. REFERENCE SURVEY
10. USCG AS-BUILT DRAWINGS
11. MASS 2009, 1st Revision

The OWNER, in consideration of the WORK to be performed, agrees to pay the CONTRACTOR for Work completed to the satisfaction of the OWNER according to the Bid Proposal and the accompanying approved Schedule of Values.

This CONTRACT comprises a final and complete repository of understandings between the CONTRACTOR and OWNER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Acceptance of this CONTRACT signifies that parties to it have read the document thoroughly, understand it, and if applicable have had any questions or concerns adequately explained by counsel.

The parties agree that this CONTRACT shall be binding upon them.

OWNER

City of Seward

410 Adams St

Seward, Alaska 99664

Signature

Title

Date

Attest by

CONTRACTOR

Name

Address

City, State Zip

Signature

Title

Date

Attest by

(NOTARY SEAL)

(NOTARY SEAL)

PERFORMANCE AND PAYMENT BOND

We, _____ as Principal, and _____ as Surety, authorized to transact surety business in the State of Alaska, are held and firmly bound unto the City of Seward, Alaska, as Obligee, for the sum of \$ _____ [Contract Amount], lawful money of the UNITED STATES, for the payment which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by this.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has entered into a contract dated _____, 2010, with the Obligee for the construction of USCG Foundation & Site Utilities, Marina Subdivision, which contract is hereby referred to and made a part of this bond.

NOW THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the contract, and promptly make payments to all persons supplying labor and material for the work during the original term of the contract and any extensions or modifications that may be granted by the City of Seward, with or without notice to Surety, this obligation will be void; otherwise it will remain in full force and effect.

This obligation is made for the use of Obligee and also for use and benefit of all persons who may perform any work or furnish any material in the execution of the Contract and may be sued in the name of the Obligee.

The Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed including the Drawings and Specifications accompanying them, shall affect its obligations on this bond, and it waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract the Obligee having performed its obligations, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract according to its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract according to its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee

and make available as Work progresses (even though there is a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which Surety may be liable hereunder the bond amount. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the Contract and any amendments to it, less the amount properly paid by Oblige to Principal.

IN TESTIMONY, the parties to this have executed this document on _____, 2010.

WITNESS AS TO PRINCIPAL:

(AFFIX CORPORATE SEAL)

(AFFIX SURETY SEAL)

Contractor Name

Contractor Signature

Corporate Surety

Surety Business Address

By: _____
(Attorney-In-Fact)

END OF SECTION 00500

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SPECIAL PROVISIONS

SECTION 100.01 SPECIFICATIONS & STANDARDS

The Contractor must perform all construction according to the Contract Documents which include the "Municipality of Anchorage Standard Specifications, 2009, 1st Revision (referred to as MASS), as revised and supplemented by these Special Provisions. These are available for downloading at http://www.muni.org/Departments/project_management/Pages/MASS.aspx.

All Work under this Contract shall comply with the latest edition of all applicable codes, ordinances, and standards, and their associated addenda.

SECTION 100.02 CHANGES TO MASS

The following provisions of MASS are amended as identified in this Section. Where the requirements of these Special Provisions conflict with MASS, the Special Provisions take precedence.

DIVISION 10 STANDARD GENERAL PROVISIONS

SECTION 10.01 DEFINITIONS

Add the following:

DCPM - Design & Construction Practices Manual of AWWU

Record Drawings - Detailed drawings that accurately depict location (horizontal and vertical), material, equipment, and other elements of Work accomplished by the Contractor. These shall also depict the horizontal and vertical locations of all other utilities and obstructions encountered during construction. Final elevations and locations shall be clearly marked with actual dimensions.

Wherever referenced in MASS or this document, the following definitions are changed as follows:

Assembly – The City Council of the City of Seward.

AWWU – The Department of Public Works of the City of Seward.

Days – Non Working – Change the second sentence to read as follows: "Recognized holidays shall be: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day."

Municipality – City of Seward.

Owner – City of Seward.

SECTION 10.04 SCOPE OF WORK

Article 4.8 Work Incidental to the Contract

Revise the first listed item to read:

1. Type 1 or Type 2 Stormwater Pollution Prevention Plan (SWPPP)

Add the following items to the list:

14. Adjustment of water valve boxes to finish grade;
15. Conditions of the DOT/PF Permit, if any.
16. Costs resulting from over-excavation, including additional backfill.
17. Watering backfill material to achieve compaction.
18. Resetting disturbed property corners or other survey points.
19. Site maintenance and cleanup, including utility markers.
20. Preparation, submittal, and processing of Contractor permits, work plans, Record Drawings and other required submittals.
21. Other items indicated on the Drawings or Specifications, but not specifically listed as a Bid Item in these Contract Documents;

Article 4.13 Traffic Control Plan

Add the following:

The Contractor shall prepare and submit four copies of an acceptable Traffic Control Plan (TCP) to be employed during construction. The TCP shall be delivered to the Engineer within ten working days of the effective date of the Notice-to-Proceed, or five working days before commencement of Work, whichever is the earlier date. The Engineer will review and accept or reject the plan within five working days of submission. Successive submittals will also be reviewed within five working days. The review by the Engineer is separate from any other agency review.

In the event of and before suspension of Work, the Contractor shall make passable and open to traffic all portions of the project and temporary roadways as may be agreed upon between the Contractor and the Engineer for the temporary accommodation of necessary traffic during the anticipated suspension. This shall apply to access to all private drives and aprons at the end of each workday.

Article 4.17 Utilities

Add the following to the end of the seventh paragraph:

Utility locates are the responsibility of the Contractor to request, coordinate with the Work, maintain, and protect. The City's Electric Department can be reached at 224-4073 and its Department of Public Works at 224-4005.

Add the following new article:

Article 4.22 Responsibility of Contractor to Act in Emergency

In case of an emergency that threatens loss or injury of property, or safety of life, the Contractor shall act, without previous instructions from the Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents regarding expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

The Contractor shall supply the Engineer, prior to commencement of Work, with an emergency telephone number by which a responsible Contractor's representative can be contacted on a 24-hour a day basis.

SECTION 10.05 CONTROL OF WORK

Article 5.4 Non-Working Hours, Holidays, Saturdays, and Sundays

Add to the end of the last paragraph:

A standard work day is a ten hour work day (excluding meal times) within the time frame of 7:00 am to 7:00 pm.

Article 5.22 Time for Completion of Work

Add the following after the first paragraph:

The Contractor shall complete all Work by November 19, 2010.

Article 5.27 Liquidated Damages

Delete the first two sentences of the first paragraph and replace with the following:

The Owner may deduct from any progress payment \$300 per day as Liquidated Damages for each calendar day the Substantial Completion Date is delayed beyond the Contract Completion Date specified in Article 5.22, Time for Completion of Work. In addition, after substantial completion, the Owner may deduct from any progress payment \$250 per day as Liquidated Damages for each calendar day the Final Acceptance Date is delayed beyond the Contract Completion Date.

SECTION 10.06 LEGAL RELATIONS AND RESPONSIBILITIES

Article 6.6 Permits

Add the following sentence after the third paragraph:

The Contractor shall be responsible for applying for its own permits and fulfilling all other requirements of MASS, SMC, and Public Works Street Maintenance.

Add the following to the end of the sixth paragraph:

The Contractor shall identify the City of Seward as the applicant on any permit application form.

Add the following new article:

Article 6.19 Equal Employment Requirements

The Contractor shall comply with all applicable provisions of local, State, and federal Equal Employment Opportunity laws, rules, regulations, and orders.

SECTION 10.07 MEASUREMENT AND PAYMENT

Article 7.2 Scope of Payment

Insert new fourth paragraph:

For a lump sum project, no separate measurement or payment will be made for the various work elements required to complete the project as designed.

Article 7.5 Progress Payments

Insert new item six and renumber the remaining items seven through nine.

6. Failure to submit the detailed Schedule of Values consisting of several elements as required. (The Engineer cannot approve payment on any of the items specified to be broken down until the breakdown is received and accepted).

Delete the new numbered item nine and replace with the following:

9. Failure of the Contractor or its Subcontractor to file timely reports with the City of Seward as required by Seward Municipal Code, and as required by the Special Provisions shall result in withholding up to 10 percent of the amount due the Contractor until the reports are filed.

Add the following to the end of items listed in the fourth paragraph (Withholding):

Monies withheld under Article 7.5 - Progress Payments, shall be paid to the Contractor by subsequent pay estimates that follow the date on which the Contractor satisfactorily corrects the deficiencies causing the withholding.

Delete the fifth paragraph and replace with the following:

The amount of any withholding for items 1 through 6 shall be the reasonable value of the Work or remedy to be accomplished as estimated by the Engineer, without regard to bid amount or cost to the Contractor. The amount of withholding for items 7 through 9 shall be according to the claimed amount or the applicable Contract provisions.

Add the following after the last paragraph:

The State of Alaska funds this Contract (in part); therefore, the provisions of Alaska Statutes Title 36, Section 36.90, and Article 3 entitled "Public Construction Contract Payment" apply.

The monthly pay estimate shall be computed on the basis of Work completed. All quantities shall be subject to review by the Engineer prior to approval for payment. Monthly price allocation for payment of Lump Sum items shall be based on the approved Construction Progress Schedule and Schedule of Values.

DIVISION 20 EARTHWORK

SECTION 20.01 GENERAL

Article 1.6 Subsurface Investigation

Add the following paragraph at the end of the Section:

Soils and surveying information, and pictures from onsite borings, sampling, testing, surveying, and other investigations conducted in May 2010 are included in the Contract Documents.

SECTION 20.02 STORM WATER POLLUTION PREVENTION PLAN

Article 2.1 General

Add the following after the first paragraph:

The Contractor shall provide all erosion and sediment control measures and best management practices necessary for the prevention of water pollution, erosion, and/or siltation. Additionally 18 AAC 70 requires that no person may conduct an operation that causes or contributes to a violation of water quality standards in 18 AAC 70.010 through 18 AAC 70.032.

Within five days of issuance of the NTP, the Contractor shall provide a Storm Water Pollution Prevention Plan (SWPPP) describing measures and best management practices to be employed during construction. This must meet the requirements of the Environmental Protection Agency and City of Seward for a Type 2 SWPPP project that disturbs more than 10,000 square feet but less than one acre.

Erosion and sediment control measures and best management practices include such items as silt fences, sedimentation ponds, intercepting embankments and channels, mulching, jute matting, seeding, sodding, and other erosion control devices and practices as required. The continued maintenance and replacement of erosion and sediment control shall be the ongoing responsibility of the Contractor. The selected measures shall remain in place and in good functioning or working condition until the Work is complete, the site is graded, landscaped and seeded and accepted by the Engineer.

Article 2.2 Definitions and Web References

In Paragraph K, Internet References, Item 9, following "Type 1," insert "and Type 2."

Article 2.10 Basis of Payment

Replace the entire article with the following:

Payment for a Type 2 SWPPP is incidental to the Basic Bid and no separate payment will be made.

Add the following new article:

Article 2.11 Suspension of Work

The Engineer may suspend Work under Section 10.05, Article 5.24 - Suspension of Work if the Contractor fails to fully implement the requirements of the SWPPP. If Work is suspended, the Owner may perform or contract the performance of the erosion and sediment control measures and deduct those costs from the Contractor's progress payments.

SECTION 20.12 DEWATERING

Article 12.3 Construction

Add the following at the end of this article:

Trench dewatering may be required to protect adjacent utilities and property and to install new utility lines. Under no circumstances will the Contractor be allowed to divert water from the excavation onto roadways. The Contractor shall provide copies of all dewatering permits and approvals to the Engineer.

No separate payment will be made for dewatering, and any dewatering will be considered incidental to the Basic Bid.

SECTION 20.13 TRENCH EXCAVATION AND BACKFILL

Article 13.1 General

Add the following:

Any shoring, sheeting, or bracing required will be considered incidental to Work under this Section.

Article 13.2 Trench Excavation and Backfill - Description

Add the following paragraph after the first paragraph:

The Contractor shall minimize the width of the trench through use of shoring, sheeting, bracing, or portable trench shield.

Add the following after the fourth paragraph:

Payment to the Contractor for work resulting from any excavation required for this project that exceeds the Basic Bid, whether paid for on a cubic yard, ton, or lineal foot basis, shall not exceed the following limits:

1. Horizontal Pay Limits: Horizontal pay limits will be limited to a maximum of the outside diameter of the pipe, fittings, or other facility under construction, plus an additional 1.5-feet on each side of the facility at the bottom of the trench, to a maximum of 4 feet total bottom width for pipe trench, plus the projected horizontal width of the 1 horizontal to 1.5 vertical side slopes, beginning at the top of the bedding prism as shown on the Drawings.
2. Vertical Pay Limits: Vertical pay limits will be limited to the depth from existing grade to the bottom of pipe, fittings, or other facility, plus any excess excavation necessary for bedding material and/or foundation material, as directed by the Engineer.

Insert the following after the words "responsible for" in the fifth paragraph, second sentence:

all costs and time required for

Article 13.3 Construction

- A. Trench Excavation

Add the following paragraph:

All unusable or surplus material excavated from within the authorized trench section, as described in these Special Provisions and shown on the Drawings, shall be removed from the project site.

C. Bedding

Delete the first two sentences and replace with the following:

All pipe shall be placed in bedding material as specified or shown on the Drawings. Bedding materials for the type specified shall conform to the requirements of Section 20.16 – Furnish Bedding Material.

Add the following paragraph:

Bedding material shall be placed so it does not free fall for a distance greater than 2 feet above the top of the pipe. If the distance is greater than 2 feet, the Engineer may require the Contractor to expose the exterior surface of the pipe being bedded. The Contractor shall provide the Engineer an opportunity to inspect the uncovered Work for damage. Upon completion of the inspection, the Contractor shall repair or replace damaged Work to the satisfaction of the Engineer. All costs associated with inspection, repair, replacement, and installation of the Work due to the bedding material free falling greater than 2 feet shall be incidental to the Contract.

G. Insulation

Delete the paragraph and replace with the following:

Refer to Section 20.26 – Insulation, and Standard Detail 20-9, for insulation installation requirements.

Article 13.4 Measurement

Replace article with the following:

No separate measurement will be made for Trench Excavation and Backfill.

Article 13.5 Basis of Payment

Replace pay items with the following:

Trench Excavation and Backfill will be considered incidental to the Basic Bid.

SECTION 20.16 FURNISH BEDDING MATERIAL

Article 16.1 General

Delete the text of this article and replace with the following:

The Work under this Section consists of performance of all operations pertaining to providing bedding material for underground utilities.

Article 16.2 Materials

Add the following to this article after the last paragraph:

D. Material for bedding ductile iron pipe must conform to Section 20.21, Article 21.2, B. Type II-A.

Article 16.3 Construction

Replace the article with the following:

Placement of bedding shall conform to the requirements of Section 20.13, Article 13.3 – Construction.

The Contractor shall keep the bedding material contained and segregated from potential contaminants until it is placed. Bedding material lost, contaminated, or otherwise found to be unusable must not be used for bedding material and will not be eligible for payment.

Article 16.4 Measurement

Remove the text of this Article and replace with the following:

No separate measurement for Bedding Material will be made.

Article 16.5 Basis of Payment

Replace with the following:

Bedding will be considered incidental to the Basic Bid.

SECTION 20.26 ROADWAY INSULATION

Modify the section title to read:

SECTION 20.26 INSULATION

Article 26.1 General

Delete the following from the end of the first sentence:

for roadway construction

Add the following to the end of the first paragraph:

The Contractor shall provide extruded polystyrene insulation for water mains according to Section 60 and this Section of MASS as applicable.

Article 26.2 Materials

Insert the following in the material property table:

<u>Property</u>	<u>Test Method</u>	<u>Value</u>
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Water Absorption, maximum amount by volume for extruded polystyrene for water mains	AASHTO M-230 ASTM 2842	0.10%
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Article 26.4 Measurement

Replace the last paragraph with the following:

Additional Work required for preparing the subgrade to the smoothness required is incidental to the bid items in this Section.

Article 26.5 Basis of Payment

Replace the entire article with the following:

Furnishing and installing insulation for buried pipes is incidental to the Basic Bid.

SECTION 20.27 DISPOSAL OF UNUSABLE OR SURPLUS MATERIAL

Article 27.2 Construction

Add this paragraph to the end of the article:

If asbestos cement (AC) pipe is encountered and has to be removed from the trench and disposed of, the Contractor is notified that Federal regulations governing the removal and disposal of asbestos are NESHAP 40 CFR, Part 61, Subpart M, and OSHA 29 CFR 1910. ADEC requirements include, but are not limited to 18 AAC 50, Air Quality Control Regulations, and 18 AAC 60, Solid Waste Management Regulations. Alaska Department of Labor & Workforce Development regulations include, but are not limited to Occupational Safety and Health Standard, Subchapter 04.0103: Asbestos; 8 AAC 61.600.790 Article 8; and Alaska Workers Right to Know, AS 18.60. Asbestos cement pipe removed from the trench must be handled and disposed according to the applicable federal and State regulations. Asbestos cement pipe must be declared if taken to regulated landfills for disposal.

Article 27.5 Basis of Payment

Replace the article with the following:

No separate payment will be made for the removal, handling, and disposal of AC pipe, and all Work associated with this item will be considered incidental to the Basic Bid.

SECTION 20.30 SHORING, SHEETING AND BRACING/SHORING AND SHEETING LEFT IN THE TRENCH AND PORTABLE

Article 30.3 Construction

Add the following paragraph:

No bracing requiring driven or vibratory installation methods will be used on this Project. Any Contractor-provided portable trench shielding shall comply with relevant OSHA regulations. The Contractor shall provide the Engineer certification of such compliance from the portable shield manufacturer or supplier.

Article 30.4 Measurement

Replace article with the following:

No measurement will be made for work in this Section.

Article 30.5 Basis of Payment

Replace the article with the following:

No separate payment will be made for shoring, sheeting, bracing, or portable shields. Any single technique or combination of techniques used for shoring, sheeting, and bracing will be considered incidental to the Basic Bid.

DIVISION 30 PORTLAND CEMENT CONCRETE

SECTION 30.01 GENERAL

Article 1.3 Materials

A. Reinforcing Steel

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

Concrete reinforcing shall be deformed, Grade 60 carbon steel conforming to the requirements of ASTM A615 (AASHTO M-31).

Article 1.4 Mix

Add the following after the first sentence:

Surfaces to receive concrete shall be clean and free from frost, ice, mud, and water. Conduit and other similar items shall be in place and clean of any deleterious substance. Surfaces shall be moist but without free water when the concrete is placed.

Article 1.8 Sampling and Testing

Add the following after the second paragraph:

Slump test must conform to the following limits:

Structure	Slump in inches (1)	
	Minimum	Maximum
Walls	2	3
Foundation and substructure walls, footings, and slabs	1	3
Any structural concrete approved for placement by pumping	None	6

Note: (1) If superplasticizers are used to produce flowing concrete these slump requirements do not apply.

Add the following new article:

Article 1.12 Submittals

Submit the following:

- A. Reinforcement placement drawings
- B. Certificate
 1. Cementitious Materials: Cement, pozzolan, and ground iron blast-furnace slag will be accepted on the basis of manufacturer's certification of compliance, accompanied by mill test reports attesting that the materials meet the requirements.
 2. Reinforcing steel mill certificates.
- C. Data
 1. Concrete mix design.
 2. Delivery Tickets - according to MASS Division 30, Article 1.7.

Add the following new article:

Article 1.13 Quality Assurance

- A. Pre-Installation Meeting
 1. Schedule meeting after placing footings, and installing forms, below-grade conduit, reinforcing steel, anchors, inserts, and blockouts, but before placing concrete.
 2. Review the following:
 - i. Approved mix design and use of admixtures
 - ii. Scheduling, coordination, and placement of items in and under floor slab

- iii. Placement, finishing, and curing of concrete.

SECTION 30.07 CONCRETE – BUILDING STRUCTURES

Article 7.2 Materials

B. Forms

Add the following after the second paragraph:

Form ties shall be metal, factory-fabricated, removable or snap-off type that will leave holes not less than ¼ inch or more than 1 inch deep and not more than 1 inch in diameter.

Article 7.3 Formwork Construction

E. Inserts, Embedded Parts, and Openings

Add the following:

Dovetail slots shall be galvanized steel.

Article 7.4 Concrete

B. Patching

Add the following:

Patchwork shall be finished flush with adjoining concrete surfaces, match in texture and color, and be cured for 72 hours.

D. Concrete Finishing

Add the following:

After floating, exterior slabs shall be lightly troweled, and then broomed with a fiber bristle brush in a direction transverse to that of the main traffic.

DIVISION 40 ASPHALT SURFACING

SECTION 40.11 REMOVE AND REPLACE EXISTING ASPHALT SURFACING

Article 11.1 Description

Replace this article with the following:

The Work under this Section consists of performing all operations for removing, disposing of, and replacing existing asphaltic surfacing or cold mix asphalt, including leveling course and existing traffic markings, as indicated on the Drawings.

Traffic markings shall be replaced according to MASS Section 70.10.

This Work shall also include applying tack coat to all contact surfaces of curbing, gutters, manholes, and other structures with a thin, uniform coating before asphalt is placed against them. Butt joints on previously placed cooled pavement shall be tack coated before continuing the paving operation.

DIVISION 60 WATER SYSTEMS

SECTION 60.01 GENERAL

Article 1.4 Pipe Insulation

Replace the article with the following:

Rigid board insulation required for frost protection of water lines shall be high density extruded polystyrene, minimum 60 psi, equivalent to R-20 per 4-inch thick insulation. Refer to Section 20.26 – Insulation, and Standard Detail 20-9, for insulation requirements.

SECTION 60.02 FURNISH AND INSTALL PIPE

Article 2.2 Material

Under E. Thrust Restraint System, add the following paragraph to the end of this sub-article:

Tie back rods and/or tie back rod and shackle assemblies will not be acceptable as restrained joints or restraining system for fittings, piping deflection points, and inside casing.

Article 2.3 Construction

C. Installation

Add the following to the sixth paragraph:

Concrete thrust blocks and tie back rods for pipe restraint will no longer be allowed.

Article 2.4 Flushing and Testing

A. Flushing

Delete this item in its entirety and replace with the following:

All newly installed water facilities shall be open-bore flushed to remove foreign matter. This must be done before hydrostatic testing and disinfection at each extremity of the main, including all stub-outs and dead ends. The Contractor shall furnish, install and remove all fittings and pipes to perform the flushing, at no additional cost to the Owner. Open-bore flushing will not be permitted through hydrants or reduced outlets.

Do not direct spent flushing water to the sanitary sewer system unless permitted to do so by the Owner.

A request to supply water for flushing, testing, and disinfecting shall be scheduled in writing with the Engineer at least 24 hours before obtaining City-supplied water. Response to the request will be subject to water availability. In the event of high water demand or low water availability, meeting the Contractor's schedule may not be possible.

The Contractor must notify the Owner 48 hours in advance of any flushing operation. The Contractor shall provide a plan for approval by the Owner for the disposal of the discharge waters from the open-bore flush. The governing authority must approve the discharge plan before it will be allowed. Flushing of newly constructed mains may be required between the hours of 1:00 a.m. and 6:00 a.m. depending upon the availability of water, as authorized by the City of Seward. The Owner will not be responsible for any cost incurred by the Contractor for flushing.

When, in the opinion of the Engineer, the Contractor's proposed testing and flushing schedule and procedure are deficient, inadequate, improper, or conditions are such that the impact to existing water service areas are adversely affected by service interruptions, the Contractor will be notified by the Engineer. Such notification will be accompanied by a statement of the corrective action to be taken. The Contractor must comply with the testing and flushing schedule and instruction by the Engineer.

B. Hydrostatic Testing

Add the following sentence to the end of the fourth paragraph:

The leakage allowance described in ANSI/AWWA 600 will not be approved by the Owner AWWU or the Engineer.

C. Disinfection

Add the following to the end of the third paragraph:

The spent chlorine solution must not be discharged to the sanitary sewer system unless permitted to do so by the Owner.

After dechlorination is complete, the Contractor shall provide access and accommodate coliform testing in its schedule. The Engineer's qualified person will collect two sets of acceptable samples of water from the disinfected piping, taken 24 hours apart. The samples will be tested in a certified lab according to AWWA C651 *Standard Methods for the Examination of Water and Wastewater*, and must be reported negative for the presence of coliform organisms. All preparation and coordination required for disinfection testing and re-testing shall be the responsibility of

the Contractor. No additional compensation or Contract time extension for re-testing because of inadequate disinfection will be granted.

SECTION 60.03 FURNISH AND INSTALL VALVES

Article 3.2 Material

Add the following before the beginning of this article:

Tie back rods and/or tie back rod and shackle assemblies will not be acceptable as restrained joints or restraining system for valves and valve/pipe joint interface.

Unless otherwise detailed on the Drawings, or provided in the Technical Specifications, valve and valve/pipe interfaces shall be push-on rubber gasket type conforming to AWWA C111. Restrained joints shall be EBAA Iron MEGALUG®, Romac Industries GripRing™ Pipe Restrainer, or approved equal.

SECTION 60.07 POLYETHYLENE ENCASEMENT

Article 7.1 General

Delete the paragraph and replace with the following:

The work under this Section consists of providing all operations for furnishing and installing one layer of polyethylene encasement on all ductile and cast iron mains and services, fittings, fire hydrants, valve boxes, etc. This encasement shall be a linear low-density polyethylene film with a minimum thickness of 8 mils.

Article 7.3 Construction

Add the following paragraphs:

The Contractor shall use Method A of ANSI/AWWA A21.5/C105 to install polyethylene encasement. Method A, Normal Dry Trench Conditions and Method A, Wet Trench Conditions are summarized as follows:

Method A, Normal Dry Trench Conditions

- 1) Cut a section of polyethylene tube approximately two feet longer than the pipe section. Remove all lumps of clay, mud, cinders, or other material that might have accumulated on the pipe surface during storage. Slip the polyethylene tube around the pipe, starting at the spigot end. Bunch the tube accordion fashion on the end of the pipe. Pull back the overhanging end of the tube until it clears the pipe end.
- 2) Dig shallow bell hole in the trench bottom at the joint location to facilitate installation of the polyethylene tube. Lower the pipe into the trench and make up the pipe joint with the preceding section of pipe.

- 3) Move the cable to the bell end of the pipe and lift the pipe slightly to provide clearance to easily slide the tube. Spread the tube over the entire barrel of the pipe. *Note: Make sure that no dirt or other bedding material becomes trapped between the wrap and the pipe.*
- 4) Make the overlap of the polyethylene tube by pulling back the bunched polyethylene from the proceeding length of pipe and securing it in place. *Note: The polyethylene may be secured in place by using tape or plastic tie straps.*
- 5) Overlap the secured tube end with the tube end of the new pipe section. Secure the new tube end in place.
- 6) Take up the slack in the tube along the barrel of the pipe to make a snug, but not tight, fit. Fold excess polyethylene back over the top of the pipe.
- 7) Secure the fold at several locations along the pipe barrel about every three feet.
- 8) Repair small rips, tears, or other tube damage with adhesive tape. If the polyethylene is badly damaged, repair the damaged area with a sheet of polyethylene and seal the edges of the repair with adhesive tape.
- 9) Carefully backfill the trench according to procedures in AWWA C600. To prevent damage during backfilling, allow adequate slack in the tube at the joint. Backfill should be free of cinders, rocks, boulders, nails, sticks, or other materials that might damage the polyethylene. Avoid damaging the polyethylene when using tamping devices.

Method A, Wet Trench Conditions

Note: The pipe should be completely covered by the polyethylene tube before it is lowered into the trench.

- 1) Cut polyethylene tube to a length approximately two feet longer than the length of the pipe section. Slip the tube around the pipe.
- 2) Spread the tube over the entire barrel of the pipe, pushing back both ends of the tube until they clear both pipe ends. Make sure the tube is centered on the pipe to provide a one foot overlap at each end
- 3) Take up slack in the tube to make a snug, but not tight, fit. Circumferential wraps should be placed at two foot intervals along the barrel of the pipe to minimize the space between the polyethylene and

the pipe. Use plastic tie straps or wrap a piece of tape completely around the pipe at each end to seal the polyethylene, leaving ends free to overlap the adjoining pipe.

- 4) Lower pipe into trench and make up pipe joint. Be careful not to damage the polyethylene when handling or jointing the pipe. Complete installation following dry condition Steps 4, 5 (taking care to seal ends of overlap by using plastic tie straps or wrapping tape completely around the pipe at each end), 8, and 9. *Note: When lifting polyethylene-encased pipe, use fabric-type sling or suitably padded cable or chain to prevent damage to the polyethylene.*

Bedding and backfill material around pipelines with polyethylene encasement shall be placed using protective measures such as shields, guards, coating systems, and/or other methods as needed to protect the polyethylene encasement from becoming torn, punctured or otherwise damaged during the Work. Damage to the integrity of the polyethylene encasement shall be either repaired or the pipeline removed and the polyethylene encasement replaced as directed by the Engineer. Costs for repair and/or replacement of damaged polyethylene encasement shall be considered incidental to the installation of the polyethylene encasement and/or the installation of the pipeline protected by the encasement.

Article 7.4 Measurement

Replace this article as follows:

Polyethylene encasement will not be measured for payment.

Article 7.5 Basis of Payment

Replace this Article as follows:

No separate payment will be made for polyethylene encasement. This work will be considered incidental to the item being encased.

Add the following new sections:

SECTION 60.21 DISRUPTION OF WATER SERVICE

Article 21.1 Description

The Work under this Section consists of the performance of all operations for Contractor coordination activities associated with the connection to water mains and the disruption of existing water service.

Article 21.2 Construction

The Contractor shall provide 72 hours written notice to the Engineer, the Seward Fire Department, and affected property owners before anticipated main line flow

interruptions or physical connection to existing water systems. The actual connections shall be made only during periods of low water demands, as determined by the City of Seward. The Contractor must coordinate “turn-off” and “turn-on” with the Owner.

The Contractor shall minimize interruptions to water service and shall notify all affected property owners or residents 72 hours before interruption of any utility service. Disruption of water service to any structure shall be limited to six hours in any 24-hour period. If customer water service will be disrupted in excess of this, the Contractor shall furnish and install a temporary water system, unless an alternative arrangement has been made with the Owner and the affected property owners or residents.

Article 21.3 Basis of Payment

The costs associated with this work will be incidental to the Basic Bid.

SECTION 60.22 WATER SYSTEM REMOVAL

Article 22.3 Pipe Abandonment and Removal

Coordinate with the Owner for water supply shut-off and provide 72 hours advance notification before water interruption (see Section 60.21 for more detail). Take precaution to protect a pipe section left in place from contamination, damage, movement or shifting. Cut pipe at locations shown on Drawings or as approved by the Engineer. Install caps and restrain according to MASS/DCPM. Backfill with excavated material that meets requirements for bedding and backfill, compacting in one-foot lifts to minimum 95 percent of maximum density.

Article 22.4 Measurement

No separate measurement for Water System Removal will be made.

Article 22.5 Payment

No separate payment will be made for the removal, handling, and disposal of water system infrastructure or any identified materials that may be considered hazardous.

DIVISION 65 MUNICIPAL CONSTRUCTION SURVEYS

SECTION 65.02 CONSTRUCTION SURVEYING

Article 2.1 Project Control

Replace the first two paragraphs with the following:

The Owner is providing reference horizontal and vertical control to facilitate construction staking. It is the Contractor's responsibility to establish survey control or check established survey control before starting any staking activity to ensure the project is properly located and constructed according to the Contract Documents. Survey control points and a Temporary Bench Mark are shown on the Drawings. Vertical control is based on Mean Lower Low Water (MLLW) Vertical Datum, using the elevation of NOAA Tidal Benchmark 5090E as 17.03 feet above MLLW. The basis of bearings and horizontal coordinates are according to the Tryck Nyman Hayes (TNH) drawing of South Harbor Float Installation and Uplands Improvements, Existing Site and Survey Control, Sheet G3, Project No. 03093.00, August 18, 2006. See the Survey notes on Sheet C1.0 of the Drawings and Reference Survey for more detail.

Property corners and other significant onsite detail have been marked to construction as-built standards. Before starting construction, the Contractor shall locate these monuments and reference points. If unable to locate them, the Contractor shall provide written notification immediately and provide five working days for the Engineer to reestablish them.

Article 2.13 Electronic Data Collection and Radial Surveys

Replace the first paragraph with:

Data gathered by electronic data collection or radial methods shall be submitted in AutoDesk Civil 3D 2009 or equivalent format on CD, flash drive or portable hard drive electronic media, or as otherwise agreed with the Engineer.

Article 2.15 Method of Measurement

Replace existing text with the following:

No separate measurement for surveying will be made.

Article 2.16 Basis of Payment

Replace existing text with the following:

All Work in this Section is incidental to the Basic Bid.

DIVISION 70 MISCELLANEOUS

SECTION 70.01 GENERAL

Add the following article:

Article 1.3 Utility Facilities

Before starting any Work covered under this Division that may impact utility facilities, the Contractor shall contact and obtain any permits, approvals, or meet other conditions of the Utility.

SECTION 70.12 TRAFFIC MAINTENANCE

Article 12.1 General

In the fourth paragraph, insert the following at the beginning of the first sentence:

If required by the approved TCP

Add new Section:

SECTION 70.21 SHORE POWER POLE

Article 21.1 Safety Procedures

The Contractor shall ensure the safety of existing utilities, both below and above grade, when performing work activities. Pole shoring is required before any excavation within five feet of a utility pole and may be required for any excavation greater than five feet from a utility pole, depending on the soil conditions and the method of excavation. Pole shoring may be provided by a line truck, wood or steel piles, or a crane.

When the Contractor has determined a method, extent and scheduling for excavation near utility poles, but not later than five days after receipt of the Notice-to-Proceed, it shall schedule an onsite field meeting with the Engineer and Utility. The Utility will approve or disapprove the method proposed by the Contractor. These poles will then be marked and the Contractor shall provide the appropriate shoring.

All pole shoring and excavation for pole shoring shall be performed by qualified personnel acceptable to the Utility or under the employment of an electrical contractor approved by the Utility using one or more of the following methods:

Pole Shoring by Line Truck: A line truck will support the utility pole during excavation in the immediate proximity of the pole. The size of the line truck, the method of anchoring it to the utility pole and any required power outages shall be coordinated with and approved in writing by the Utility before starting this work. The Contractor will not be allowed to have more than one utility pole shored by line truck at any time.

Pole Shoring by Crane: An overhead crane will support the utility pole during excavation in the immediate proximity of the pole and any required power outages shall be coordinated with and approved in writing by the Utility before starting this work. The Contractor will not be allowed to have more than one utility pole shored by crane at any time.

Pole Shoring by Piles: Steel or wood piles of sufficient section and length will be affixed to the existing power pole to support it during excavation in the

immediate proximity of the pole. Piles shall be designed by a professional engineer registered in the State of Alaska, who shall provide stamped calculations and design sketches demonstrating the suitability of the proposed piles. The size, type, and installation of the piles shall be coordinated with and approved in writing by the Utility before starting this work.

After moving past each shored utility pole, the Contractor shall remove the shoring support.

Article 21.2 Basis of Payment

All Work in this Section, including the cost of obtaining Utility approval and any design work for appropriate shoring, is incidental to bid item Basic Bid.

The Contract Documents include these files, which are available at separate links at www.mlfaalaska.com:

- Drawings (13 Sheets)
- Surveying and Geotechnical Report, MLFA
- Reference Survey, Cline & Associates
- Shore Support Building As-Built Drawings, USCG
- MASS 2009, 1st Revision



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