

**SECTION 00300 - BID**

**BID TO: THE CITY AND BOROUGH OF JUNEAU**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents (as defined in Article 6 of the Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

**Valley Court Force Main Replacement  
Contract No. BE17-029**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bid Schedule(s).
7. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

**Give number and date of each addenda above. Failure to acknowledge receipt of all addenda may cause the Bid to be non-responsive and may cause its rejection.**

**SECTION 00300 - BID**

8. The Bidder has read this Bid and agrees to the conditions as stated herein by affixing his/her signature in the space provided below.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____ Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	_____ (City, State, Zip)
Email: _____	

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS:

- Bid, Section 00300 (includes addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- **Disadvantaged Business Enterprises (Minority and Women-Owned Business Enterprises) Compliance Statement, (Section 00410, Page 1).**
- **American Iron and Steel Acknowledgement, (Section 00470, Pages 3 and 5) - Prime**

10. The apparent low Bidder is required to complete and submit the following document by 4:30 p.m. on the fifth business day following the date of the Posting Notice.

- Subcontractor Report, Section 00360

11. The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this Section may be found to be not a responsible bidder and may be required to forfeit the bid security. The OWNER may then consider the next lowest Bidder for award of the Contract.

12. The successful Bidder will be required to submit, within ten calendar Days after the date of the "Notice of Intent to Award" letter, the following executed documents:

- Agreement Forms, (Section 00500)
- Performance Bond, (Section 00610)
- Payment Bond, (Section 00620)
- Certificates of Insurance, (CONTRACTOR), (Sections 00700 and 00800)
- Disadvantaged Business Enterprises (Minority and Women-Owned Business Enterprises) Report of Participation, (Section 00410)
- Disadvantaged Business Enterprises (Minority and Women-Owned Business Enterprises) Contact Documentation, (Section 00410), if goal is not met

**SECTION 00300 - BID**

- EEO Statement of Acknowledgement, (Section 00430), signed by CONTRACTOR and all Subcontractors
- EEO Employer Information Report EEO-1, (Section 00430), signed by CONTRACTOR and all Subcontractors
- Employment Data, (Section 00430), signed by CONTRACTOR and all Subcontractors
- American Iron and Steel Acknowledgement, (Section 00470), Page 3, Subcontractor
- CONTRACTOR Acknowledgement of American Iron & Steel Requirement, Section 00470, Page 5
- Certification Regarding Debarment, Suspension and Other Responsibility Matters, (Section 00480)

**END OF SECTION**

**SECTION 00310 - BID SCHEDULE**

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
1550.1	Traffic Control	Lump Sum	All Req'd	Lump	Sum		
1570.1	Erosion and Sediment Control	Lump Sum	All Req'd	Lump	Sum		
2202.1	Sideslopes and Ditch Restoration	Lump Sum	All Req'd	Lump	Sum		
2202.2	Mining Area Restoration & Road Cleaning Guarantee	Contingent Sum	All Req'd	Contingent	Sum	\$ 2,500	00
2203.1	Trench Excavation	CY	1,064				
2203.2	Imported Backfill	CY	150				
2203.3	Sheeting, Shoring and Bracing	Lump Sum	All Req'd	Lump	Sum		
2204.1	Base Course, Grading D-1	Ton	290				
2401.1	Locate Sanitary Sewer and Storm Pipe	Lump Sum	All Req'd	Lump	Sum		
2401.2	8-Inch HDPE Force Main	LF	1,485				
2401.3	Corrosion Protection	EA	2				
2401.4	8-Inch HDPE to 6-Inch DI Connections	Lump Sum	All Req'd	Lump	Sum		
2601.1	Locate Water Pipes	Lump Sum	All Req'd	Lump	Sum		
2607.1	Pipe Insulation	Bds	50				
2702.1	Construction Surveying	Lump Sum	All Req'd	Lump	Sum		
2709.1	Topsoil	CY	80				
2710.1	Seeding, Hydraulic Method, Type III	SU	2				
2720.1	Painted Traffic Markings	Lump Sum	All Req'd	Lump	Sum		
2722.1	Electrical Conductor Relocation	EA	15				
2801.1	A.C. pavement, Type II-A, Class B	Ton	160				
2806.1	Remove Existing Asphalt Surfacing	SY	670				
3303.1	Curb and Gutter, Type I	LF	75				
3303.2	Concrete Driveway 6-Inches Thick	SY	51				
3304.1	Removal of Concrete Driveway	SY	51				
3304.2	Removal of Curb and Gutter	LF	75				

**TOTAL BID** \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

END SECTION

**SECTION 00320 - BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter called  
"OWNER," in the sum of \_\_\_\_\_  
\_\_\_\_\_dollars, (not less than five percent of the total amount of the Bid) for the  
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the Bid Schedule of the OWNER's Contract Documents entitled.

**Valley Court Force Main Replacement  
Contract No. BE17-029**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written  
Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates  
of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by  
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL) \_\_\_\_\_  
(Principal)

(SEAL) \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**END OF SECTION**

**SECTION 00410 - DBE MBE/WBE FORMS**  
**STATE OF ALASKA**  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES**  
**(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)**  
**COMPLIANCE STATEMENT**

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City's evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

---

*The \_\_\_\_\_ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of **5.91%** participation (with a good faith effort of **3.89%** MBE and **2.02%** WBE, Effective July 1, 2013 thru June 30, 2016) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.*

*The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).*

*We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.*

*We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.*

Company Name \_\_\_\_\_ RFP/Contract \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_



**00470 - AMERICAN IRON AND STEEL ACKNOWLEDGEMENT**

**CONTRACTOR ACKNOWLEDGEMENT OF  
AMERICAN IRON AND STEEL REQUIREMENT**

The Contractor acknowledges to and for the benefit of the City & Borough of Juneau (“Purchaser”) and the State of Alaska Department of Environmental Conservation (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

---

Contractor Signature

---

Date

---

Contractor Print Name

---

Company Name