

## INVITATION FOR BIDS

THIS IS NOT AN OFFER

RELEASE DATE: June 3, 2010

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### CONSTRUCTION OF A REPLACEMENT DOCK, LORING ALASKA

The Ketchikan Gateway Borough, on behalf of the Loring Service Area, is soliciting sealed bids from qualified individuals or firms for the construction of a replacement dock for Loring, Alaska.

To receive the Invitation for Bids (IFB) contact: 907-228-6637, Office of the Borough Manager, Ketchikan Gateway Borough, 1900 First Avenue, Ketchikan, Alaska 99901. Requests may be faxed to 907-247-6625 or emailed to [debbyo@kgbak.us](mailto:debbyo@kgbak.us). The IFB will also be posted on the Borough's website, [www.kgbak.us](http://www.kgbak.us). Even though the IFB documents are provided on-line, each company must register with the Borough by sending an email to: [debbyo@kgbak.us](mailto:debbyo@kgbak.us). **Unregistered company bids will not be accepted.** The required email must include: company name, address, and phone & fax numbers. No changes or alterations in the Bidding Forms will be allowed.

Ketchikan, Alaska is considered by freight forwarding companies to be a rural location and as such, 2<sup>nd</sup> day delivery of documents is usually not available. Bidders should take this information into account when submitting their bids.

Sealed bids in the required format must be submitted by 3:00 p.m., local time, on June 24, 2010, to the Borough Clerk's Office, 1900 First Avenue, Suite 115, Ketchikan, Alaska 99901. Postmarks will not be controlling.



Dan Bockhorst  
Borough Manager

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## SECTION 1. BID SCHEDULE

The following is the anticipated schedule for the contractor selection process. All dates are approximate and contingent upon the completion of previous activities.

Invitation for Bids Issued:	June 3, 2010
Deadline for Questions Regarding IFB	June 17, 2010 3:00 p.m.
Deadline for Registration for IFB	June 17, 2010, 3:00 p.m.
Bids Due:	June 24, 2010, 3 p.m.
Notice of Intent to Award:	June 25, 2010
Deadline for Appeal of Proposed Award:	July 2, 2010, 3 p.m.
Approval of Contract Award by Assembly:	July 6, 2010

## SECTION 2. BID REQUIREMENTS

### 2.1 Prospective Bidders Must Register

All individuals and firms who plan to submit a bid must first be registered with the Borough by sending an email to the office below stating the company name, address, telephone number, and fax number. The email must be sent to:

Ketchikan Gateway Borough Procurement Officer  
Debby Otte  
907-228-6637, Fax 907-228-6684  
Email: [debbyo@kgbak.us](mailto:debbyo@kgbak.us)

### 2.2 Registration Deadline

Registration for the IFB must occur concurrent with the Deadline for Questions Regarding IFB noted in Section 1 of this IFB.

### 2.3 Response

The Response should address the following:

- a. Cost of the items to be provided.

The price documentation for the requested items must be placed in a separate sealed envelope and marked per the instructions in Section 4, Submittals. The Borough, being a publicly funded agency, is ever mindful of fiscal responsibility in selecting respondents to IFB's and subsequently awarding contracts.

NOTE: The price-proposal component must be signed and dated by the person who prepares it. If that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

- b. The bid must also be signed by a person who is authorized to bind the respondent. Specifically:
  1. A bid by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer. **Evidence of authority to**

***sign must also be provided.*** Such evidence may be in the form of a copy of the corporate bylaws; articles of incorporation; resolution of the board; corporate certificate; or other reliable evidence.

2. A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), ***accompanied by evidence of authority to sign.*** Evidence of authority to sign may be in the form of a copy of the partnership agreement or other reliable evidence.
3. A bid by a limited liability company shall be executed in the name of the firm by a member and ***accompanied by evidence of authority to sign.*** Such evidence may be in the form of a copy of the corporate bylaws; articles of incorporation; resolution of the board; corporate certificate; or other reliable evidence.
4. A bid by an individual shall show the bidder's name, business name (if different) and business address.

Prior to the award of a contract, the Borough reserves the right to investigate and confirm the authority of the signer to bind the firm.

### **SECTION 3. SCOPE OF WORK**

The Borough is requesting bids from qualified individuals, firms or team of professionals for the construction of a replacement dock for Loring, Alaska.

The description of the work/specifications are attached hereto designated as EXHIBIT A, SCOPE OF WORK and hereby incorporated herein by this reference.

### **SECTION 4. SUBMITTALS**

To be considered, all Bids must be delivered to the address below, in the required format, on or before the deadline, and in the number of copies required.

#### **4.1 Deadline**

All Proposals must be received no later than indicated in Section 1, Selection Schedule, of this IFB to the address shown in Section 4.3.

#### **4.2 Deadline for Questions Regarding IFB**

Questions, objections, or protests relating to defects, errors, omissions or irregularities regarding the project or this IFB must be submitted in writing no later than indicated in Section 1, Selection Schedule, of this IFB, to the contact below. Substantive issues raised in these inquiries will be addressed in a written addendum to the IFB.

Address questions to:

Ketchikan Gateway Borough Procurement Officer  
Debby Otte  
Telephone: 907-228-6637  
Fax: 907-228-6684  
E-mail: [debbyo@kgbak.us](mailto:debbyo@kgbak.us)

#### 4.3 Delivery Instructions

Bids must be received by the Borough Clerk by the deadline noted in Section 1 of this IFB at 1900 First Avenue, Suite 115, Ketchikan, AK 99901

#### 4.4 Format for Submittal

All bid paperwork must be submitted in a sealed envelope clearly marked on the outside as follows:

**BID**  
**CONSTRUCTION OF A REPLACEMENT DOCK, LORING ALASKA**

**Borough Clerk**  
**Ketchikan Gateway Borough**  
**1900 First Avenue, Suite 115**  
**Ketchikan, Alaska 99901**

The Borough will not be responsible for the premature opening of a bid not properly addressed or identified.

A respondent's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

Bids submitted by fax will not be accepted.

Each bid must include a price-proposal component that is signed and dated by the person who prepares it. If that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

The price-proposal component must be enclosed in a separate sealed envelope placed within the outer sealed envelope containing all of the other bid material. The envelope containing the price-proposal component must be clearly marked on the outside as follows:

**PRICE-PROPOSAL COMPONENT  
FROM [NAME OF RESPONDENT]**

**CONSTRUCTION OF A REPLACEMENT DOCK, LORING ALASKA**

**SECTION 5. ADDITIONAL INFORMATION**

**5.1 Bid Surety – Performance Bond – Payment Bond.** The following represent the Borough's requirements:

- a. Bid surety in the form of a bid bond or certified check, will be required for all bids of twenty-five thousand dollars (\$25,000) or more. Bids between twenty-five thousand dollars (\$25,000) and one hundred thousand dollars (\$100,000) require a surety of ten percent (10%) of the bid. Bids greater than one hundred thousand dollars (\$100,000) require a surety of five percent (5%) of the bid.
- b. Performance bonds will be required for all contracts over one hundred thousand dollars (\$100,000). All performance bonds will be in the amount one hundred percent (100%) of the contract amount.
- c. Payment bonds will be required of all construction contracts involving the use of subcontractors, where the total amount of the contract is one hundred thousand dollars (\$100,000) or more. Payment bonds will be in the amount of one hundred percent (100%) of the contract amount.

**5.2 Insurance.**

Insurance. During the entire period of the project or work, the successful respondent shall provide the following types of insurance. All policies shall have a mandatory thirty (30) day cancellation clause.

(a) Builders All Risk Insurance. Contractor will keep coverage until project is complete, which is delivery to a local Ketchikan barge company's dock.

Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to the Borough prior to cancellation. Insurance certificates will be required to be submitted for review before the Borough will issue a notice to proceed. Failure to maintain coverage is a material breach and grounds for termination of the contract.

**5.3 Licenses and Registration.** The successful bidder must have a current Alaska Business License or have the ability to obtain one prior to execution of the contract, and must be registered with the Ketchikan Gateway Borough's Revenue Office for tax purposes.

If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be the person responsible for the project, as well as the professional stamping the work.

All design documents prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional.

- 5.4 Bidder Certifies.** The bidder certifies that any and all prices which may be charged under the terms of this bid request do not and will not violate any existing federal, state, or municipal laws or regulations concerning price discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold harmless the Borough from liability for such violation now and throughout the term of the contract.
- 5.5 Laws.** The bidder will comply with all federal, state, and local laws.
- 5.6 Bidder Responsible.** It is the responsibility of the Bidder to investigate and acquaint themselves with the conditions relating to the work and labor, including (if required) site visits, soil sampling, or other tests.
- 5.7 Contract.** Each bidder is instructed to carefully examine the terms of the Contract. The failure of any Bidder to make such an examination will not constitute grounds for declaration by Bidder that it did not understand the Contract. If any Bidder has a concern about the contents of the Contract, it should so state the concern and the rationale therefore in the Bid Documentation "Exception Summary". Unless otherwise stated in the bid, it will be assumed by the KGB that the bidder has accepted, without reservation or amendment, the whole of the contract documents.
- The Borough reserves the right to withhold award for a period of sixty (60) calendar days from the date of bid closing.
- The Borough reserves the right to award in whole or in part, by item, by group of items, or by section, wherein such action would serve the Borough's best interest. Bids identified on the basis of *ALL OR NOTHING* will be excluded from this provision.
- 5.8 Postponement of Opening.** The Borough reserves the right to postpone the date and time for opening of bids at any time prior to the time announced for opening of bids in the advertisement.
- 5.9 Rejection of Bids.** The Ketchikan Gateway Borough (Borough) reserves the right to reject any or all bids. The Borough also reserves the right to reject any bid which is non-responsive, incomplete, obscure or irregular; any bid which omits any one or more items on which the bids are required; any bid in which unit prices are unbalanced in the opinion of the Borough; and any bidder who previously failed to perform properly or to complete on time contracts of any nature.
- All bids received after the date and time set for receipt will be **REJECTED**.
- 5.10 Addenda Acknowledgments.** Addenda must be acknowledged in order for the bid to be deemed responsive. Addenda may also be acknowledged by written or facsimile notice to (907) 228-6697, provided such notice is received two (2) hours prior to the date and time set for receipt of bids, and, provided further, a written confirmation of the acknowledgment is mailed or shipped via overnight services to the Borough prior to the bid closing time.

- 5.11 Written words.** In the case of a difference between written words and figures, the amount stated in written words shall govern. In the case of a difference between a unit price and the extended price, the unit price shall govern.
- 5.12 Modifications.** Bids may be modified by written or facsimile notice to (907) 228-6697, provided such modifications are received two (2) hours prior to the date and time set for receipt of bids, and, provided further, a written confirmation of the modification is mailed or shipped via overnight service to the Borough prior to the bid closing time. The modification should not reveal the proposal price, but should provide the addition or subtraction (or other modification) so that the final price or terms will not be known to the Borough until the sealed price documentation is opened.
- 5.13 Withdrawal of Bids.** Bids may be withdrawn only by written or facsimile notice to (907) 228-6697, provided such notice is received two (2) hours prior to the date and time set for receipt of bids, and, provided further, a written confirmation of the withdrawal is mailed or shipped via overnight service to the Borough prior to the bid closing time. Notice of withdrawals received after the bid opening will not be considered.
- 5.14 Bid cancellation.** The Borough reserves the right to cancel the procurement, IFB, or award without liability to the Bidder, except return of the bid security, at any time before the Agreement has been fully signed by all parties, including the Borough.

## BID CHECKLIST

(Must be included with all submitted bids)

This Bid Checklist is a summary of the forms and materials required as part of your bid. You are urged to thoroughly read the entire IFB. You must complete the checklist to help ensure compliance with the submission requirements. This completed form must be included in the sealed bid envelope.

**Place a check mark (✓) in the box next to each item when completed.**

### Procedural Qualifications

- Respondents must be registered (company name, address, telephone fax numbers, and email address) with the Borough Procurement Officer as indicated in the IFB.
- Bids must be received in the Office of the Borough Clerk no later than the date and time indicated in Section 1 of the IFB.

### Form and Content of Bids

- In order to be considered responsive, bids must be in a sealed envelope clearly marked **“CONSTRUCTION OF A REPLACEMENT DOCK, LORING ALASKA”** on the outside of the envelope.
- All pages, excluding non-applicable notary blocks, of the Bid Documentation section of the IFB must be submitted with the bid documents.
- Bidders must acknowledge the insurance requirements on the Bid Documentation form by signing in the space provided.
- Bidders must acknowledge receipt of all issued Addenda on the Bid Documentation form by signing in the space provided.
- Bidders must fill out Page 3 of the Bid Documentation forms indicating the name(s) of any anticipated subcontractors for the proposed project. If the use of subcontractors is not anticipated, N/A or NONE is to be written on the form.
- Bidders must fill out Page 4 of the Bid Documentation indicating any deviations, modifications or proposed alternatives to the IFB. If there are no exceptions to the IFB or any of the IFB's accompanying documents, N/A or NONE is to be written on the form.
- All bidders, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company, or other organization.
- A bid by an individual shall show the bidder's name, business name (if different) and business address.
- Bid Surety (if applicable) in the required amount must be included in the secondary sealed envelope with the Price Documentation forms. [Bid Surety may be in the form of a bid bond or certified check. Surety is required for all bids over \$25,000. Bids between \$25,000-\$100,000 require a surety of 10% of the bid. Bids greater than \$100,000 require a surety of 5% of the bid.]
- Price Documentation sheet(s) must be submitted in a separate sealed envelope within the outer sealed envelope marked: **“PRICE DOCUMENTATION; FROM [NAME OF RESPONDENT]”; CONSTRUCTION OF A REPLACEMENT DOCK, LORING ALASKA** and signed by the person who prepares it. If that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

**Completion of this checklist does not guarantee that a proposal will be considered to be responsive. The checklist is provided strictly as a courtesy to respondents.**

## BID DOCUMENTATION

TO: The Ketchikan Gateway Borough, herein called the Borough:

1. Award of Project. The Borough shall have the right to reject this bid and such bid shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its closing.
2. Notice of Acceptance. Notice of acceptance and award of the project or requests for additional information may be addressed to the undersigned Respondent at the business address, telephone number and/or email address set forth in this bid.
3. Minimum Standards. The required work and/or specifications attached herein shall be considered as the minimum standards acceptable to the Borough. Any deviations, modifications, or alternatives proposed shall be specified and clarified by the respondent on the provided form as an EXCEPTION SUMMARY. Insufficient information pertaining to exceptions shall be at the respondent's risk and may result in rejection of the proposal.

4. Acknowledgment of Insurance Requirements.

I, \_\_\_\_\_, acknowledge the insurance requirements as stipulated in the IFB.

5. Respondent certification.

By signature on this bid documentation, respondent does certify that he/she/they comply with:

- a. all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws;
- b. all terms and conditions set out in this IFB;
- c. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- d. that the offer will remain open and valid for at least 60 days from the closing date of the IFB.

6. Receipt of Addenda. Receipt of the following Addenda to the IFB Documents is hereby acknowledged.

<u>ADDENDA NO.</u>	<u>DATE OF RECEIPT OF ADDENDA</u>	<u>SIGNED ACKNOWLEDGMENT</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(Note: Failure to acknowledge receipt of any addenda will be considered an irregularity in the proposal and grounds for rejection.)

**RESPONDENT:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Alaska Business License No. \_\_\_\_\_

Company/Firm Name \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Business Address \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 2010.

Pursuant to and in compliance with the Invitations for Bids, the undersigned respondent, being fully familiarized with all the terms of the specifications hereby proposes and agrees to deliver, within the time and in the manner stipulated in the proposal for the following:

**CONSTRUCTION OF A REPLACEMENT DOCK, LORING ALASKA**

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name

***NOTE: If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of at least one officer authorized to sign contracts on behalf of the corporation; if Respondent is a partnership, the true name of the firm shall be set forth above together with a signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if Respondent is an individual, the appropriate signature shall be placed above, along with any company name if different from that of the individual, as well as having the signature notarized..***

SUBCONTRACTORS: The respondent may not subcontract greater than fifty percent (50%) of this project without prior written approval of the Borough. List all subcontractors who will be providing greater than five percent (5) of the project work and an approximate percentage of their individual participation by discipline.

SUBCONTRACTORS:

Company/Firm Name \_\_\_\_\_

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

~~~~~

Company/Firm Name \_\_\_\_\_

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

~~~~~

Company/Firm Name \_\_\_\_\_

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

Feel free to use additional pages as necessary.











## PRICE DOCUMENTATION

### Bid Schedule Construction of Loring Floats

Item No.	Approximate Quantity	Name of Pay Item with Unit Bid Price Written in Words	Bid Price per Pay Unit	Total Bid Item	
				Dollars	Cents
A-1	All Required	Mobilization and Demobilization _____	Lump Sum		
		Lump Sum			
A-2	All Required	Main Float 12' x 100' _____	Lump Sum		
		Lump Sum			
A-3	All Required	Transition Float 12' x20' _____	Lump Sum		
		Lump Sum			

**Total Schedule Loring Floats** \$ \_\_\_\_\_  
 \_\_\_\_\_ Dollars  
 and \_\_\_\_\_ Cents.

### Basis of Award

	(In Written Words)	(In Numbers)
Total Bid Schedules Loring Floats	_____ _____	\$ _____

Funding for the Additive Alternates will be based on funding available after the main bid above. Items may be a portion of each Additive Alternate as the Service Area decides. The Additive Alternates are listed as a general priority; Shore Tie Floats, Shore Tie Connection, and the Airplane Float.

A separate IFB for the installation of the floats, including pilings, is being advertised during the same time period as this IFB.

**Additive Alternate 1**

Item No.	Approximate Quantity	Name of Pay Item with Unit Bid Price Written in Words	Bid Price per Pay Unit	Total Bid Item	
				Dollars	Cents
2A-1	15 Each	Shore Tie Floats 6' x20' _____ _____ Each	Each		
2A-2	All Required	Shore Tie Connection _____ _____ Lump Sum	Lump Sum		

**Total Schedule Additive Alternate 1** \$ \_\_\_\_\_  
 \_\_\_\_\_ Dollars  
 and \_\_\_\_\_ Cents.

**Additive Alternate 2**

Item No.	Approximate Quantity	Name of Pay Item with Unit Bid Price Written in Words	Bid Price per Pay Unit	Total Bid Item	
				Dollars	Cents
3A-1	All Required	Airplane Floats 10' x16' _____ _____ Lump Sum	Lump Sum		

**Total Schedule Additive Alternate 2** \$ \_\_\_\_\_  
 \_\_\_\_\_ Dollars  
 and \_\_\_\_\_ Cents.

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

- In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Alaska, where the Project is located, as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

## EXHIBIT A

### SCOPE OF WORK

#### **Scope of Work**

The contractor shall construct a 100' x 12' main float and a 20' x12' transition float as the main bid. Additive Alternative 1 is for as many 6' x 20' shore tie floats that can be constructed with the remaining funds available after the main float. If funds still remain after Additive Alternate 1, Additive Alternate 2 is for a 10' x 16' airplane float. The Service Area may want to construct different combinations of the alternatives to get as many improvements to the float system as funds are available.

#### **Bid Item Descriptions:**

##### **Bid Item #A-1 – Mobilization/ Demobilization:**

Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment and supplies to and from the fabrication site; and for all other work and operations which must be performed or costs incurred delivering to a local Ketchikan barge company's dock as completion of work.

Mobilization and Demobilization shall not be measured for payment but shall be paid on a lump sum basis, one half (1/2) at the start of project and one half (1/2) at the completion of punch list and delivery to a local Ketchikan barge company's dock. The original contract amount bid for mobilization shall not be adjusted, regardless of the fact that the contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again.

##### **Bid Item #A-2 – Main Float:**

This work includes furnishing all materials, equipment, and labor for the construction of a 12' x 100' Main Float, complete, in accordance with the Manufacturer's design and practice to meet the specifications.

Payment for Main Float shall be per Lump Sum, all at the unit price bid.

##### **Bid Item #A-3 – Transition Float:**

This work includes furnishing all materials, equipment, and labor for the construction of a 12' x 20' Transition Float, complete, in accordance with the Manufacturer's design and practice to meet the specifications.

Payment for Transition Float shall be per Lump Sum, all at the unit price bid.

#### **Additive Alternates**

Funding for the Additive Alternates will be based on funding available after the main bid above. Items may be a portion of each Additive Alternate as the Service Area decides. The Additive Alternates are listed as a general priority; Shore Tie Floats, Shore Tie Connection and the Airplane Float.

## **ADDITIVE ALTERNATE 1**

### **Bid Item #1A-1 Shore Tie Floats:**

This work includes furnishing all materials, equipment, and labor for the construction of 6' x 20' Shore Tie Float, complete, in accordance with the Manufacturer's design and practice to meet the specifications.

Payment for Shore Tie Floats shall be per each, all at the unit price bid.

### **Bid Item #1A-2 – Shore Tie Connection:**

This work includes furnishing all materials, equipment, and labor to provide the shore tie transition float to connect the shore tie floats to the existing shore foundation, complete, in accordance with the Manufacturer's design and practice to meet the specifications.

Shore Tie will depend on the actual construction and layout of the main float, transition float and shore tie floats.

Payment for Shore Tie shall be per Lump Sum, all at the unit price bid.

## **ADDITIVE ALTERNATE 2**

### **Bid Item #2A-1 Airplane Floats:**

This work includes furnishing all materials, equipment, and labor for the construction of 10' x 16' Airplane Float, complete, in accordance with the Manufacturer's design and practice to meet the specifications.

Payment for Airplane Floats shall be per each, all at the unit price bid.

### **3.1 Procurement and Fabrication**

- (a) Contractor shall provide lump sum prices for the fabrication of the main float and the transition float, shore tie floats and airplane float. The price shall be fully inclusive of procurement of all materials and components including shipping, handling and storage. Contractor's prices shall include storage of the completed dock components after completion of fabrication prior to mobilization to a local Ketchikan barge company's dock.
- (b) Loring Service Area/Ketchikan Gateway Borough reserves the right to continue with fabrication of all/some/none of the shore tie floats.

### **3.2 Installation**

- (a) Contractor's work scope and price shall include the transportation of the dock components from contractor's fabrication/storage facility to a local Ketchikan barge company's dock. Delivery Date must fall between September 28, 2010 and October 12, 2010 or as approved by the Ketchikan Gateway Borough. It is required that the Contractor coordinate with the Installation Contractor regarding the delivery date of the floats to Ketchikan.

Should there be any delay in the delivery of the floats to Ketchikan beyond October 12, 2010, the Contractor will be responsible for any costs associated with the delay, including any expenses incurred by the Installation Contractor for being available at the prescribed time. These costs to the Contractor will be in addition to the liquidated damages outlined in the Special Conditions (Exhibit H) attached to and made part of this IFB and contract.

- 3.4** Contractor shall highlight any risks deemed outside of contractor's control and provide a suitable mechanism for notification and re-imbusement.
- 3.5** Schedule for performance of the work which highlights durations of each stage of the work, and availability of contractor's personnel and equipment:
  - Stage 1 - Procurement and Fabrication with plan review and approval.
  - Stage 2 – Delivery of floats to a local Ketchikan barge company's dock.
- 3.6** Information required by Contractor to be provided by the Loring Service Area and/or the Ketchikan Gateway Borough prior to award or during the progression of the work scope in order to maintain contractor's schedule:
  - (a) Risks/activities contractor deems to be outside contractors control and advise method of notification, and re-imbusement.
- 3.7** **Permits:** Contractor shall obtain all necessary permits and permissions to perform the fabrication of the floats and transportation to a local Ketchikan barge company's dock.
- 3.8** **Warranty:** Contractor will warrant that the design and fabrication of the floats will meet the purpose proposed and will be free of defects for a period of 18 months from completion and acceptance of delivery.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_ (Bidder ) as PRINCIPAL, and \_\_\_\_\_ (Bonding company) as SURETY, a corporation incorporated in the State of \_\_\_\_\_ and authorized to do business in the State of Alaska, are held and firmly bound unto the Ketchikan Gateway Borough, a municipal corporation, hereinafter called the BOROUGH, as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS the PRINCIPAL has, by written invitation and response, submitted a bid to the said BOROUGH on that certain contract for the performance of the work, services, and materials for which bids are to be opened on June 26, 2010, at 3:00 p.m. for:

**CONSTRUCTION OF REPLACEMENT FLOATS, LORING ALASKA**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the aforesaid PRINCIPAL shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and, if awarded the Contract, shall within the period specified therefore, or such additional time as is allowed by the BOROUGH, or, if no period be specified, within ten (10) days after the prescribed forms are presented to said PRINCIPAL for signature, enter into a written contract with the BOROUGH in the prescribed form, in accordance with the bid as accepted, and delivers to the BOROUGH good and sufficient performance and payment bonds on the forms and as required to guarantee the faithful performance of the terms and conditions of the Contract, and the required certificates or policies of insurance, and other instruments as called for by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2010.

PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (If Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal

SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Address)

Corporate Seal

**ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY**

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, \_\_\_\_\_, a notary public in and for said district and State personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

\_\_\_\_\_  
**NOTARY PUBLIC FOR** \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Seal)

- NOTE:
- (a) Signature of those executing for Surety must be properly acknowledged.
  - (b) The Attorney-in-Fact must attach a certified copy of the Power of Attorney.

## INSTRUCTIONS

1. This form shall be used whenever a bid bond is required.
2. The surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. In lieu of furnishing a bid bond, the bidder may submit a certified check, cashier's check or money order payable to the **Borough** in the amount of the bid bond required.
3. The name, including full name and business or residence address of each individual party to the bond shall be inserted in the space provided therefore, and each party shall sign the bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.
8. Individual Surety will not be accepted as bid security.

**AGREEMENT  
FOR  
CONSTRUCTION OF REPLACEMENT FLOATS, LORING ALASKA**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Ketchikan Gateway Borough, hereinafter "Borough", a general law municipality and a Borough of the second class, whose address is: 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901, and \*\*\*\*\* whose address is \*\*\*\*\* , and licensed and qualified to do business within the State of Alaska, hereinafter called "Contractor."

**R E C I T A L S**

- (a) The Borough desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Part 1, Section 2.
- (b) Contractor represents that it is ready, able and qualified to perform, and will perform, in all respects, all of the work, services, and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

Now, Therefore, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows. This contract consists of:

- A. Part I, consisting of seventeen (17) sections of General Provisions.
- B. Part II, consisting of twelve (12) sections of Special Provisions.

**PART I**

**GENERAL PROVISIONS**

Section 1: Agreement to Perform. The Borough hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in Section 2 [Description of Work] hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

Section 2: Scope of Work. The Contractor shall perform, supply, and provide all of the work, services and materials; hereinafter collectively referred to as "work", as follows:

As set forth and described on Exhibit A, Scope of Work, attached hereto and incorporated herein by this reference.

Section 3: Time for Commencement and for Completion of Work.

- (a) Commencement. Contractor shall commence the work called for in this agreement upon the giving of a Notice to Proceed by the Borough.
- (b) Completion. Upon giving of Notice to Proceed, the work called for in this agreement shall be performed and completed as follows: Delivery of Floats to a local Ketchikan barge company's dock by **October 12, 2010**. Liquidated damages will be One Thousand Dollars (\$1000) per day until delivered.

Section 4: Financial Terms.

- (a) Compensation and Payment. For and in consideration of the timely and proper performance of work authorized as provided herein, the Borough shall pay the Contractor as follows: \*\*\*\*\*
- (b) Statement Concerning Claims and Release Waiver and Discharge of All Claims. Upon satisfactory completion of all of the work to be performed hereunder, and prior to final payment under this agreement for such work, or prior to payment of any amounts upon termination of the agreement, and as a condition precedent thereto, the Contractor shall execute and deliver to the Borough an executed statement releasing all claims against the Borough arising under or by virtue of this agreement on the form attached hereto as Exhibits D and E.
- (c) Maximum Amount of Contract. Contractor acknowledges and agrees Borough's funding is of a limited nature and source and Borough shall in no event be liable for payment of any amounts under this agreement, or otherwise, in excess of the total amount of \*\*\* Dollars (\$\*), and at such times as the total amount paid or due, or claimed by Contractor, reaches a total of \*\*\* Dollars (\$\*), Contractor shall forthwith notify Borough thereof. It shall be the Contractor's obligation to notify Borough and to assure no work in excess of said total sum of \*\*\* Dollars (\$\*) is done and any work done in excess thereof shall not entitle Contractor to any payment and Contractor expressly waives any claim therefore, unless such additional work was separately authorized in writing as a written change order or amendment to this agreement prior to commencement and performance of any such additional work.
- (d) No Additional Work. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by the Contractor, will be allowed or paid by the Borough and Contractor expressly waives any claim therefore.
- (e) Availability of Funds. This contract is subject to the availability of funds lawfully appropriated for its performance.

Section 5: Borough's Contracting Officer. For purposes of this agreement, the Borough's contracting officer shall be the Borough Manager or such other person as is designated in writing by the Borough Manager.

Section 6: Contractor Qualified. The Contractor expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

Section 7: Termination.

(a) By Consent. This agreement may be terminated in whole or in part by the mutual consent of the parties. Such consent shall be in writing.

(b) Termination for Cause. This agreement may be terminated in whole or in part in writing by Borough in the event of failure by Contractor to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Part 1, Section 10, hereof.

(c) By Appeal. The Borough and Contractor recognize that if at the time of execution of this contract, the contract award is still subject to the opportunity for interested persons to appeal the award, then this section will apply. In the event an appeal is filed and is successful, and in the event that such appeal results in stay, cancellation, or reversal of the award on this contract, this contract shall be canceled and CONTRACTOR shall be paid in accordance with paragraph (f) of this Section. Such termination will take effect upon the giving of not less than five (5) calendar days prior written notice in the manner provided in Part 1, Section 10, hereof.

(d) Termination for Convenience of Borough. This agreement may be terminated in whole or in part in writing by the Borough for Borough's convenience provided the Contractor is given not less than thirty (30) calendar days prior written notice of intent to terminate in the manner provided in Part 1, Section 10, hereof.

(e) In the event termination by the Borough is effected pursuant to (b) above, the Contractor shall not be entitled to receive any further payment until the work is completed, or the Borough elects to not proceed further with the project. Upon completion of the work, or termination of the project in the event the Borough elects to not proceed with the project, the Contractor shall be paid as follows:

1) In the event the costs and expense of taking over, re-advertising and completing the project or the costs of closing out the project if the Borough elects to not proceed with the project (hereinafter referred to as "close out costs"), exceed the remaining unpaid amount of this agreement, any amount which was otherwise due and unpaid to Contractor at the time of termination shall be

applied to such increased costs in taking over, re-advertising and completing the project, (or applied to close out costs) and the remaining amount of such costs, if any, shall be paid by the Contractor to the Borough.

2) In the event said costs and expense of taking over, re-advertising and completing the project, (or close out costs) are less than the total amount which was otherwise due and unpaid to the Contractor at the time of termination, the increased costs of taking over and completing the project (or the close out costs) shall be deducted from the amounts due the Contractor and the balance, if any, paid to the Contractor without interest.

(f) In the event termination is for appeal pursuant to (c) or for the convenience of the Borough pursuant to (d) above, the Contractor shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate, and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate, computed and fixed as provided for on Exhibit B and the Borough shall not be liable or responsible for any loss of profits or any other damages, amounts, or payments whatsoever to the Contractor.

(g) Upon receipt of a termination notice pursuant to paragraphs (b), (c), or (d) above, the Contractor shall promptly discontinue all services (unless the notice directs otherwise), and deliver or otherwise make available to the Borough all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the Contractor in performing this agreement, whether completed or in process, and free and clear of any mechanics or other liens or claims in favor of Contractor or any other person.

(h) Upon termination pursuant to paragraphs (b), (c), or (d) above, the Borough may, but shall not be required to, take over the work and prosecute the same to completion by agreement with another person or otherwise, may elect to complete the work itself, or to not proceed further with the work and project.

(i) If, after termination by the Borough pursuant to (b) above, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Borough. In such event, adjustment of the amounts to be paid to Contractor for termination shall be made as provided in paragraph (f) of this section.

No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 7 shall be due or payable to Contractor in the event of termination.

**Section 8: Conflict of Interest.** The Contractor covenants, warrants and represents that the Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. The Contractor further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed.

**Section 9: Assignment and Subletting Prohibited.** The Contractor shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement, or the rights thereunder, nor shall the Contractor delegate



Section 11: Hold Harmless And Indemnity. The Contractor specifically obligates itself to the Owner in the following respects, to-wit:

(a) To indemnify and appear and defend and hold harmless the Owner, its elected and appointed officials and employees, from and against any and all claims, damages, losses, costs and expenses, including attorneys' fees and expenses incurred, whether or not suit is filed, and for injuries to or theft of property, including loss of use, injuries to persons, including death, and from any and all other claims, suits or liability, caused in whole or in part by any act or omission of the Contractor, or any of its officers, agents, employees, representatives, servants or subcontractors, or anyone employed by them, or for whose acts Contractor may be liable, in the performance or nonperformance of the work or construction, or of any of the terms and/or conditions of the Contract, or caused by or resulting from any act or omission of Contractor, or any of Contractor's employees, agents, representatives, licensees, contractors or representatives.

(b) To appear, defend, indemnify and hold harmless the Owner and its officers, agents, and employees from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of casualties to the construction whether completed or not, including loss of use thereof.

Section 12: No Third Party Beneficiaries. Nothing in this agreement shall be construed to give any person other than the Borough and the Contractor any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the Borough and the Contractor.

Section 13: Compliance with Laws and Regulations. Contractor shall, at Contractor's sole cost and expense, comply with all of the requirements of all local, state, or federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this agreement, or the project or work to be performed, and shall faithfully observe in the performance of this agreement, all local, state, and federal laws, ordinances and regulations now in force or which may hereafter be in force. When a change in laws, ordinances or regulations results in additional costs, the Contractor may request a change order to cover those costs. Any such change order shall be limited to the Contractor's actual additional costs as a result of the change. The Contractor shall pay all taxes pertaining to its performance under this contract.

Section 14: Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

Section 15 Miscellaneous.

(a) Terminology. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(b) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue

as to any action, claim, or proceeding arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City of Ketchikan, First Judicial District, Alaska.

(c) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(d) Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by Contractor shall be construed to be both a covenant and a condition.

(e) Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.

(f) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(g) Nonwaiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 16: Amendment.

(a) This contract shall only be amended, modified or changed by writing, executed by authorized representatives of the parties.

(b) For the purpose of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are.

- 1) \*\*\*
- 2) Ketchikan Gateway Borough, Borough Manager

(c) Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

Section 17: Entire Agreement. This agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

## PART II

### SPECIAL PROVISIONS

Section 1: Insurance. During the entire period of the project or work, the successful respondent shall provide the following types of insurance. All policies shall have a mandatory thirty (30) day cancellation clause.

(a) Builders All Risk Insurance. Contractor will keep coverage until project is complete, which is delivery to a local Ketchikan barge company's dock.

Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to the Borough prior to cancellation. Insurance certificates will be required to be submitted for review before the Borough will issue a notice to proceed. Failure to maintain coverage is a material breach and grounds for termination of the contract.

Section 2: Pay Requests.

All pay requests, whether for a progress payments or final payment, shall be made upon the form attached hereto as Exhibit B.

Section 3: Forms To Be Provided To Contractor.

The Borough shall provide the Contractor with any special forms required by the Borough for reporting to the Borough and the necessary instructions regarding proper use of the forms.

Section 4: Ownership of Drawings, Contract Documents and Reports.

(a) Except as otherwise provided herein, all original documents, including but not limited to, tracings, plans, specifications, maps, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by Contractor, its employees, agents, or representatives, under the terms of, or in the performance of this agreement, shall be and become the sole and exclusive property of the Borough, and shall upon request be delivered to the Borough at no cost and without restriction or limitation on their use; and provided further, the Borough shall be entitled to withhold payment of any amounts otherwise due Contractor unless and until all of said documents and writings are delivered to Borough free and clear of any liens or claims of Contractor or any third parties relating thereto. The Borough shall have the sole and exclusive right to copyright, patent, license, or otherwise protect, sell, dispose of, or otherwise use any of the materials or work produced pursuant to this agreement.

(b) Equipment purchased by the Contractor with contract funds shall be the sole property of the Borough marked and inventoried as such with a copy of the inventory forwarded to the Borough.

Section 5: Minimum Rates of Pay:

Contractor shall pay no less than the minimum wage per hour for all employees.

## Section 6: Equal Employment Opportunity.

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, national origin, ancestry, age, or sex. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, disability, national origin, ancestry, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, national origin, ancestry, age, or sex.

(c) The Contractor agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this agreement, and said Contractor will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

(d) Full cooperation as expressed in the foregoing clause (c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said Contractor to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the Borough, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all State directives deemed essential by any office or agency of the State of Alaska, or the Borough, to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

(e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause without liability.

## Section 7: Contractor Responsible for Personnel.

The Contractor has or will secure, at Contractor's own cost and expense, all personnel required to perform this agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the Borough and such persons shall have no contractual or other relationship with the Borough, and the Borough shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.

Section 8: Personnel Supervision.

Contractor agrees that all work and services required or provided under this agreement shall be performed personally by the Contractor, unless otherwise authorized in writing by the Borough's contracting officer, and in such event all personnel engaged in any such work shall be fully qualified, and shall be licensed and authorized under applicable state, federal and local laws to perform such services.

Section 9: Corporate Authority.

If Contractor is a corporation Contractor shall deliver to the Borough at the time of execution of this agreement a certified copy of a resolution of its board of directors authorizing the execution of this agreement and naming the officers that are authorized to execute this agreement on behalf of the corporation.

Section 10: State and/or Federal Funding.

(a) Inspection and Retention of Records. The Contractor shall, at any time during normal business hours and as often as the Borough may deem necessary, make available to the Borough, for examination, all of its records with respect to all matters covered by this contract for a period ending three (3) years after the date the Contractor completes all performance in accordance with Part I, Section 2, of the General Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to the Borough, in such form and at such times as the Borough may reasonably require. The Contractor shall permit the Borough to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this contract. The Borough may, at its option, permit the Contractor to submit its records to the Borough in lieu of the retention requirements of this section.

(b) Changes or Modifications. Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any state, federal or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement shall automatically become a part of and amendment to this agreement and the Contractor shall comply therewith.

Section 11: Warranties.

(a) The Contractor warrants to the Borough that the product to be provided under this Contract shall be fit for the purpose specified when used in accordance with generally accepted practices; shall be original and free from any defects in material, workmanship, and title; shall meet all specifications, including those relating to performance, quality, or accuracy, contained or incorporated by reference in the Contract; and that the technical procedures used will be performed in a competent, diligent manner in accordance with generally accepted professional standards.

(b) The foregoing warranties (except as to title) shall apply to defects or deficiencies occurring within a period of one (1) year from the final acceptance of the product by the Borough. If, however, during the above one (1) year warranty

period the product is not available due to a failure to meet such warranties, such time of unavailability shall not be counted as part of the warranty period.

(c) If the product furnished does not meet the warranties specified above, assuming normal and proper use and/or maintenance, the Borough shall promptly notify the Contractor and make the product available for correction. The Contractor shall thereupon correct all defects, including nonconformance with the specifications, at its expense, either by repairing or replacing any defective or damaged portions of the product furnished under this Contract. All the costs associated with such repair or replacement of the product shall be borne by the Contractor.

(d) Any repaired or replaced portion of the product furnished under the aforesaid warranty shall also carry warranties for one (1) year on the same terms as set forth above from the date of its repair or replacement.

(e) In the event the Contractor fails to accomplish the warranty work as required herein, The Borough may proceed to accomplish the same and the Contractor, and its Surety, shall be jointly and severally liable to the Borough for all costs and expenses in relation thereto.

Section 12: Additional Terms and Conditions.

This agreement is subject to each of the additional terms, covenants, conditions and provisions attached hereto as Exhibit(s) A, B, C, D, E, F, G, H, and I, which are hereby expressly referred to and incorporated herein as though set forth in full.

Wherefore the parties have entered into this agreement the date and year first above written at the City of Ketchikan, Alaska.

Borough:

By: \_\_\_\_\_  
Dan Bockhorst  
Borough Manager

Attest:

By: \_\_\_\_\_  
Kacie Paxton  
Borough Clerk

Approved as to Form:

Certified Funds Available:

By : \_\_\_\_\_  
Scott A. Brandt-Erichsen  
Borough Attorney

By: \_\_\_\_\_  
Michael Houts  
Finance Director

Account No.: \_\_\_\_\_

Contractor: \_\_\_\_\_  
(type in name)

By: \_\_\_\_\_  
(signature of authorized officer)

\_\_\_\_\_  
(title of person signing)

BOROUGH ACKNOWLEDGMENTS

STATE OF ALASKA )  
 ) ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Dan Bockhorst** to me known to be the Borough Manager of the Ketchikan Gateway Borough, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Kacie Paxton** to me known to be the Borough Clerk of the Ketchikan Gateway Borough, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_





EXHIBIT A  
SCOPE OF WORK

See IFB

EXHIBIT B  
REQUEST FOR PAYMENT

CONTRACTOR: \*\*\*\*\*

REQUEST FOR PAYMENT NO. \_\_\_\_\_ Date \_\_\_\_\_

Project Name: CONSTRUCTION OF REPLACEMENT FLOATS, LORING ALASKA

Borough Document No. \_\_\_\_\_

In accordance with the attached schedule. The CONTRACTOR is entitled to payment of the amount set forth below. The present status of the account for the Contract is as follows:

Original Contract amount	\$ _____
Change Orders:	_____
Additions	\$ _____
Deductions	\$ _____
Total Contract to Date	\$ _____
Total Percent Completed to Date _____%	
Less Previous Payments	\$ _____
Balance to Complete	\$ _____
Amount of this Request	\$ _____
Less Retainage _____%	\$ _____
Payment Due	\$ _____

**Contractor's Certification:**

The undersigned **Contractor** certifies that (a) all previous progress payments received from **Borough** on account of work done under the Contract referred to above have been applied to discharge in full all obligations of **Contractor** incurred in connection with work covered by prior Requests for Payment numbered 1 through \_\_\_\_\_ inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Request for Payment will pass to **Borough** at time of payment free and clear of all liens, claims, security interests and encumbrances. The undersigned **Contractor** further certifies, represents and agrees that there are no claims for additional work or other claims not put in writing prior to this date.

DATED: \_\_\_\_\_

**Contractor:**

By: \_\_\_\_\_

Payment of the above amount due this Request is recommended.

DATED: \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

By: \_\_\_\_\_

EXHIBIT C

**KETCHIKAN GATEWAY BOROUGH**

**CHANGE ORDER NO.** \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR/ADDRESS: \_\_\_\_\_

PROJECT: **CONSTRUCTION OF REPLACEMENT FLOATS, LORING ALASKA**

CONTRACT NO.: \_\_\_\_\_

Description of change:

\_\_\_\_\_  
\_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Previous Change Order Amount: \_\_\_\_\_

Amount this Change Order: \_\_\_\_\_

Revised Total Contract Amount: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_

Previous Change Order Time Changes: \_\_\_\_\_

This Change Order Time Changes: \_\_\_\_\_

Completion Date with this C. O.: \_\_\_\_\_

ACCEPTED BY:

APPROVED BY:

\_\_\_\_\_  
Contractor

KETCHIKAN GATEWAY BOROUGH

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT C

**Borough Project Engineer:**

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kacie Paxton  
Borough Clerk

Approved as to Form:

By : \_\_\_\_\_  
Scott A. Brandt-Erichsen  
Borough Attorney

Certified Funds Available:

By: \_\_\_\_\_  
Michael J. Houts  
Finance Director



EXHIBIT C

**INSERT APPROPRIATE NOTARY BLOCK**

EXHIBIT D

**RELEASE, WAIVER AND DISCHARGE  
OF ALL CLAIMS AND LIENS**

This Certificate and Affidavit is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, \_\_\_\_\_ ("Releasor"), the Contractor under that certain Agreement for the performing and/or furnishing of work, labor, service, materials and/or equipment in connection with the Agreement and Project known as:

**CONSTRUCTION OF REPLACEMENT FLOATS, LORING ALASKA**

For and in consideration of the total sum of \_\_\_\_\_ (\$ \_\_\_\_\_), and other good and valuable consideration, which sum is acknowledged as being the FINAL AND TOTAL AMOUNT due or alleged to be due or owing from the Ketchikan Gateway Borough (hereinafter referred to as "Releasee"). Upon receipt and payment of which sum, the Releasor for and on behalf of itself and all parties claiming any interest in or through it, and for its successors and assigns, does hereby waive, release and discharge the Releasee from any and all causes of action, suits, debts, accounts, bonds, contracts, promises, damages, liens, encumbrances, judgment, claims and demands whatsoever, in law or equity which against the Releasee, jointly or separately Releasor ever had, now has, or might hereinafter have, relating directly or indirectly to the aforesaid Agreement and/or Project. The Releasor further hereby agrees to appear and defend and to indemnify and hold the Releasee harmless from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, service, materials and/or equipment which directly or indirectly relates to that which was performed or should have been performed by the Releasor, and from and against any claim relating to any work, labor, services, materials and/or equipment allegedly performed, supplied, or provided by the Releasor.

The Releasor further hereby represents, certifies and warrants that it has fully paid for any and all work, labor, services, materials and/or equipment provided to it in connection with the Contract and/or the Project. The Releasor hereby grants to the Releasee and its authorized representatives the right to review and audit any and all books and records of the Releasor at any time for verification of such payments.

IN WITNESS WHEREOF, this Release, Waiver and Discharge of Claims and Liens has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, at \_\_\_\_\_.

Releasor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20098.

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

EXHIBIT D

**INSERT APPROPRIATE NOTARY BLOCK**

EXHIBIT E  
**STATEMENT CONCERNING CLAIMS**

The **Contractor** under that certain contract dated \_\_\_\_\_, 2010, by and between \_\_\_\_\_ (**Contractor**) and the **KETCHIKAN GATEWAY BOROUGH (Borough)** for work and services for

**CONSTRUCTION OF REPLACEMENT FLOATS, LORING ALASKA**

states, represents and warrants that **Contractor** has fully completed all work and services included in the Contract and all authorized change orders thereto, and has fully paid for all labor, services, materials, equipment, supervision, taxes, use of equipment, and all other costs and expenses of the Project and the contract and that there are no disputes, claims or liens against the **Borough**, the **Contractor**, or any subcontractor of **Contractor**, and that the **Contractor** will have no claims against the **Borough** of any kind whatsoever arising from or growing out of the Contract or the Project except as follows:

<u>Claimant</u>	<u>Description of Claim</u>	<u>Amount</u>

\_\_\_\_\_  
**(Contractor)**  
 By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
 \_\_\_\_\_ JUDICIAL DISTRICT )  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, on oath deposes and states, that he is the \_\_\_\_\_ of the aforesaid **Contractor**, that he makes this affidavit for and on its behalf and is authorized so to do, that he has read the foregoing Statement Concerning Claims and has personal knowledge of the facts contained therein and acknowledges said Statement Concerning Claims to be the free and voluntary act and deed of the **Contractor** for the purpose of obtaining final payment under the agreement described herein, that he was authorized to execute the same for and on behalf of the **Contractor** and that said Statement Concerning Claims is true and correct.

**SUBSCRIBED and SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
**Notary Public for** \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

## EXHIBIT F

### SPECIFICATIONS

EXHIBIT G

GENERAL CONDITIONS

## EXHIBIT H

SPECIAL CONDITIONS

EXHIBIT I

DRAWINGS

DRAWINGS