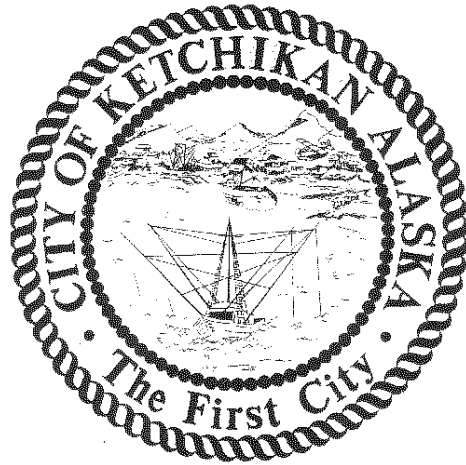


CITY OF KETCHIKAN
Ketchikan, Alaska

Materials Procurement – Schoenbar Road HDPE Raw Water Connection Points
Contract No. 20-24



MAYOR

ROBERT SIVERTSEN

VICE MAYOR

JUDY ZENGE

CITY COUNCIL

SAM BERGERON
ABBY BRADBERRY
MARK FLORA
JANALEE GAGE
RILEY GASS
DAVID KIFFER

CITY MANAGER

KARL R. AMYLON

KPU WATER DIVISION MANAGER

JOHN KLEINEGGER

KPU WATER DIVISION ASST. MGR

SETH BRAKKE

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Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
Contract 20-24

PART I

Contract Documents

ADVERTISEMENT FOR BIDS

The City of Ketchikan requests sealed bids for the **Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points, Contract No. 20-24** consisting of supplying six Mueller 42-inch Lineseal XP II Flanged Butterfly Valves and other associated Ductile Iron Pipe Fittings delivered FOB Ketchikan, Alaska.

Bids will be received until November 23, 2020 at **2:00 PM, local time**, at the office of the City Clerk, 334 Front Street, Ketchikan, Alaska 99901. Bid documents are available ONLY on the City of Ketchikan Web Page (www.ktn-ak.us/bids). There will be no charge for the bid documents. Inquiries related to the Contract should be made to KPU Water Division Manager at johnk@ktn-ak.us

Bids may be electronically submitted at www.ktn-ak.us Click on the Current Bids tab at the top of the page. Firms must be registered in order to take advantage of this option. There is a file size limit of 10MB. Firms will be notified via email once a proposal is successfully uploaded. Firms must identify the documents being uploaded, i.e., Main Proposal, Addendum 1, etc. The City of Ketchikan will not be responsible for unsuccessful uploading of proposals or other issues out of its control that may cause a firm's electronic submission to be delayed. Timely response for electronic submission of bids is strictly enforced. Inquiries regarding submitting bids should be directed to the City Clerk's office at 907-228-5658.

All potential bidders should be aware that Alaska is considered a "remote location" by express carriers. Deliveries by Fed Ex, UPS, and similar carriers **do not** guarantee overnight delivery. All bids should be sent **at least two (2) full business days** before the due date if being sent via the above mentioned carriers.

The City of Ketchikan reserves the right to reject any or all bids and to waive any informality or technicality in the interest of the City. Disadvantaged, minority, and women's business enterprises are encouraged to respond.

City of Ketchikan

Karl R. Amylon
KPU General Manager
334 Front Street
Ketchikan, Alaska 99901

Certified a true and correct copy of the within and foregoing faxed, mailed, or emailed to the Ketchikan Daily News this day of _____, 2020, for publication of a legal ad on the following dates:

By _____
City of Ketchikan

NOTICE TO CONTRACTORS INVITING BIDS

NOTICE IS HEREBY GIVEN THAT the City of Ketchikan, Alaska invites sealed bids for

Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points
Contract No. 20-24

Sealed Bids will be received in the Office of the City Clerk, City of Ketchikan, 334 Front Street, Ketchikan, Alaska 99901, until 2:00 p.m., local time, **November 23, 2020** and then and there will be opened and publicly read aloud. All potential bidders should be aware that Alaska is considered a "remote location" by express carriers. Delivery by FedEx, UPS, and similar carriers **do not** guarantee overnight delivery. All bids should be sent **at least (2) two full business days** before the due date if being sent via the above referenced carriers.

Bids may be electronically submitted at www.ktn-ak.us. Click on the Current Bids tab at the top of the page. Firms must be registered in order to take advantage of this option. There is a file size limit of 10MB. Firms will be notified via email once a proposal is successfully uploaded. Firms must identify the documents being uploaded, i.e., Main Proposal, Addendum 1, etc. The City of Ketchikan will not be responsible for unsuccessful uploading of proposals or other issues out of its control that may cause a firm's electronic submission to be delayed. Timely response for electronic submission of bids is strictly enforced. Inquiries regarding submitting bids should be directed to the City Clerk's office at 907-228-5658.

Contract Documents, including form of Agreement, required forms of bid performance and payment bonds, drawings, specifications, and other Contract Documents are on file and may be examined and/or obtained at the following address:

www.ktn-ak.us/bids

Bidders and/or contractors are notified to examine thoroughly the bidding instructions contained in the Information for Bidders and all of the other Contract Documents, and the site of the Project before submitting their Bid Proposals.

Each bid shall be submitted on the Bid Proposal form furnished, shall conform and be responsive to the Contract Documents for said work, materials and equipment in the Information for Bidders.

Local Preference. Preference may be made to local persons in the award in accordance with the Ketchikan Municipal Code, Section 3.12.040(c)(4).

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Performance and Payment Security. The successful Bidder, simultaneously with submittal of the form of Agreement set forth in the Contract Documents to the City, will be required to submit performance bonds and payment bonds, and in the amounts specified in the Information for Bidders and the Contract Documents, secured from a surety company authorized to transact business within the State of Alaska and satisfactory to the City, and on the bond forms contained in the contract Documents, each in the amount of one hundred percent (100%) of the contract price.

Contractor's Licensing Laws. All Bidders and Contractors shall be licensed at the time of submitting a bid in accordance with the laws of the State of Alaska and any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws and the Bid Proposal of such Bidders may be rejected.

Right to Reject Bids. The City reserves the right to reject any or all bids and to determine which Bid Proposal, if any, should be accepted in the best interests of the City. The City further reserves the right to waive any informality or irregularity in the bids or bidding. Bids received after the time announced for opening will not be considered.

Employment Preference. Bidders shall familiarize themselves with the employment requirements set forth in Chapter 10 [Employment Preference] of Title 36 (AS 36.05.005, et seq.), and any amendments thereto and all regulations implementing the same, and it shall be the responsibility of the Contractor to comply with all of the provisions relating thereto.

Withdrawal of Bids. No bidder may withdraw his bid after the time announced for the opening, or before both the award and execution of the agreement, unless the award is delayed for a period in excess of (60) sixty days.

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORMS.** The City of Ketchikan, hereinafter referred to as the **OWNER**, invites bids on the form enclosed as part of the bidding and contract documents to be submitted at such time and place as is stated in the Notice to Contractors Inviting Bids. All blanks in the bid form must be appropriately filled in with typewriter or ink, and all prices must be stated in both words and figures.

All bids must be submitted in sealed envelopes bearing on the outside the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

2. **SIGNATURES.** All proposals shall give the price proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Bidder or his authorized representative with his address. If the proposal is made by an individual, his name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of state under the laws of which the corporation is incorporated, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

3. **MODIFICATIONS.** Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in the **OWNER'S** rejection of the bid as not being responsive to the Notice to Contractors Inviting Bids. No oral or telephone modification of any bid submitted will be considered. Any Bidder may modify his bid by submitting a written modification signed by the Bidder or by electronic bid submission on the City of Ketchikan web page (www.ktn-ak.us) at any time prior to the scheduled closing time for receipt of bids. Modifications shall provide only the new unit price and new total price for each bid item modified and shall not contain the total amount for the entire bid.

4. **ERASURES.** The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the corrections the surname of the person or persons signing the bid.

5. **CONTRACT TIMES.** The Dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

6. **LIQUIDATED DAMAGES.** Provisions for liquidated damages are set forth in the Agreement.

7. **EXAMINATION OF THE SITE, DRAWINGS, ETC.** Each Bidder acquaint himself with the conditions relating to the work, so that he may fully understand the facilities, difficulties, and other conditions and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any forms, instrument or addendum or other document and fully acquaint himself with conditions there existing shall in no way relieve the Bidder from obligations with respect to his bid or to full performance of the Contract and for the price bid. The submission of a bid shall be taken as conclusive evidence of compliance with this section.

8. **ADDENDA.** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive. **Addenda items may be posted on the City of Ketchikan Internet site.**

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9. **BID PRICE.** The bid price shall include everything necessary for the fulfillment of the Contract including, but not limited to, furnishing all materials, equipment and labor, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

10. **QUALIFICATION OF BIDDERS.** Each Bidder shall be duly licensed, qualified, skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth his licensing, qualification, experience and the experience, knowledge and ability of the personnel available for employment in responsible charge of the work shall be submitted by low Bidder when requested by the **OWNER.**

It is the intention of the **OWNER** to award a contract to the lowest responsive Bidder who furnishes satisfactory evidence that he has the requisite licenses, qualifications, experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and properly, and to complete the work within the time specified in the Contract.

To determine the degree of responsibility to be credited to the Bidder, the **OWNER** will weigh any evidence that the Bidder, or personnel available for employment in responsible charge of the work, have satisfactorily performed other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress and other factors, including those established by City ordinance.

12. **POSTPONEMENT OF OPENING.** The **OWNER** reserves the right to postpone the date and time for opening of proposals at any time prior to the time announced for opening of proposals in the advertisement.

13. **DISQUALIFICATION OF BIDDER.** If there is reason to believe that collusion exists among the Bidders, none of the bids of the participants in such collusion will be considered.

14. **REJECTION OF PROPOSALS.** The **OWNER** reserves the right to reject any proposal which is non-responsive, incomplete, obscure, not responsive or irregular; any proposal which omits a bid on any one or more items on which the bids are required; any proposal in which unit prices are unbalanced in the opinion of the **OWNER**; any proposal accompanied by insufficient or irregular bid security; and any proposal from Bidders who have previously failed to perform properly or to complete on time contracts of any nature.

15. **AGREEMENT AND BONDS.** The form of Agreement which the successful Bidder, as Contractor, shall be required to execute, and the form and amounts of surety bonds which he shall be required to

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furnish at the time of execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The Agreement shall be executed in two (2) original counterparts.

16. **INTERPRETATION OF DOCUMENTS PRIOR TO BID OPENING.** Bidders are notified to examine thoroughly the bid form, information for bidders, the form of Agreement, bonds, and the other Contract Documents. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies or omissions therein, he may submit to John Kleinegger, Ketchikan Public Utilities, 2930 Tongass Avenue, Ketchikan, Alaska 99901 or johnk@ktn-ak.us, a written request not less than five (5) days prior to the time announced for opening the proposals for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum issued by the **OWNER**, which shall thereupon become part of the Contract Documents and a copy of such Addendum will be mailed by regular mail to each person receiving a set of Contract Documents; however, responsibility shall rest solely with each of the intending Bidder to determine that he has, by time of bidding, received all Addenda. The **OWNER** will not be responsible for any other explanation or interpretation of the Contract Documents. No oral interpretation or provisions in the Contract Documents will be made to the Bidder. Bidders must satisfy themselves of the accuracy of any of the estimated quantities by examination of the site and a review of the Contract Documents, including Addenda. After bids have been submitted the Bidder shall not assert that there was a misunderstanding concerning the quantities of work, site or other conditions, or of the nature of the work to be done.

17. **BIDDERS INTERESTED IN MORE THAN ONE BID.** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices or materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

18. **AWARD OF CONTRACT.** The **OWNER** reserves the right to reject any or all bids, waive any informalities or irregularity in the bidding and/or not make an award. The award of the Contract, if made by the **OWNER**, will be made to the qualified and responsible Bidder submitting the lowest responsive bid, but the **OWNER** shall determine in its own discretion whether a Bidder is responsible and qualified to perform the Contract, and what bid is the lowest or in the best interest of the **OWNER**, including the **OWNER's** right to consider the proposed form of manufacturer's warranty to be given by the manufacturer to be used by a Bidder, if such warranty is called for in the Contract Documents, or any other matters to be submitted pursuant to the Contract documents, and to consider the local bidder preference provisions of Ketchikan Municipal Code, Section 3.12.040(c)(4) in making its determinations, and determine whether it is to the best interest of the **OWNER** to accept the bid.

19. **NON-COLLUSION AFFIDAVITS.** Upon a specific request of the **OWNER**, the Bidder, before the award of a Contract, shall submit non-collusion affidavits to the **OWNER** covering the Bidder and all subcontractors.

20. **PERFORMANCE GUARANTEES.** The successful Bidder, simultaneously with submittal of the form of Agreement set forth in the Contract Documents to the City, will be required to submit one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond, secured from a surety company authorized to transact business within the State of Alaska and satisfactory to the City, and on the bond forms contained in the contract Documents, each in the amount of 100 percent of the contract price. Any Bidder whose bid proposal is accepted shall, unless the requirement for such bonds is expressly waived in the special conditions,

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execute the required form of Agreement within ten (10) days after delivery of Notice of Award, or within such additional time as is allowed by the **OWNER**. Failure, neglect or refusal by the Bidder to do so shall constitute a breach of agreement to enter into the Contract and such Bidder shall be deemed to be a defaulting bidder. The damages to the **OWNER** for such a breach of agreement will include monetary loss from among other things, interference with the **OWNER's** program and normal operations. The amount of such damages is difficult or impossible to compute. The **OWNER** has estimated, and each Bidder, by submitting its Bid proposal, agrees that reasonable compensation for damages resulting from such breach of agreement shall be the amount of the Bid proposal guaranty and promises to pay that amount as liquidated damages for such breach, and the **OWNER** may retain all such bid security or recover the said amount from the Bidder and Surety.

21. **DEFAULTING BIDDER.** If any Bidder whose Bid proposal is accepted fails, neglects or refuses to furnish the required performance and payment bonds, or the required worker's compensation and other insurance certificates or policies, or to execute the Agreement as herein provided, such Bidder shall not be the lowest responsive Bidder. The **OWNER** may then select the lowest responsive Bidder and deliver a notice of acceptance of Bid proposal to such lowest responsive Bidder.

22. **INSURANCE REQUIREMENTS.** The form, types and amounts of insurance, which the successful bidder, as Contractor, shall be required to obtain, is included in the Contract Documents.

23. **ERRORS AND OMISSIONS.** No consideration will be given by the **OWNER** to claim of error in a bid unless such claim is made to the **OWNER** within twenty-four (24) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids, and unless supporting evidence of such claim, including cost breakdown sheets, is delivered to the **OWNER** within forty-eight (48) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids. Relief may be granted only at the **OWNER's** discretion and in such event only for clerical errors.

24. **SIGNING.** Each document signed by an attorney-in-fact shall be accompanied with a copy of the power of attorney authorizing the attorney-in-fact. No agreement shall be binding upon the **OWNER** until the same has been completely signed by the Contractor and also signed on behalf of the **OWNER**. Failure to sign and return the required form of Agreement and acceptable bonds and/or insurance certificates or policies as provided herein and the Contract Documents within the time limit above specified may be just and sufficient cause for the cancellation of the award and the forfeiture of the bid security.

25. **CANCELLATION OF THE AWARD.** The **OWNER** reserves the right to cancel the 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 **OWNER**.

26. **CONFIRMATION.** Any Bidder who desires confirmation that its bid has been received by the City Clerk shall submit with its bid an acknowledgement of receipt form for the City Clerk to sign and/or shall print or type the name, position and telephone or fax number of the person who will accept, at the Bidder's expense, a faxed or telephoned confirmation. The City will not confirm receipt of any bid except as provided herein.

Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
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28. **PROPOSED SCHEDULE.** The schedule below provides a general guideline for the Project but does not constitute contractually binding dates.

Advertise Contract	<u>October 30, 2020</u>
Bid Due Date:	<u>November 23, 2020</u>
Final Question Submittal: (5 working days prior to the Bid Due Date)	<u>November 16, 2020</u>
Estimated Date of Notice of Award:	<u>December 4, 2020</u>
Estimated Contractor's Notice to Proceed	<u>December 18, 2020</u>
Estimated Construction activities for this project completed	<u>June 20, 2021</u>

(not later than 26 weeks from Contractor's Notice to Proceed and consisting of supplying six Mueller 42-inch Lineseal XP II Flanged Butterfly Valves and other associated Ductile Iron Pipe Fittings delivered FOB Ketchikan, Alaska)

Bid Proposal Checklist

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

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

Procedural Qualifications

- Proposals must be received in the Office of the City Clerk no later than the date and time indicated in Section I.

Form and Content of Proposals

- A fully executed original of this Bid Proposal Checklist.
- A fully executed original of the Bid Proposal, Section 1.4.1
- A fully executed original of the Bid Schedule, Section 1.4.2
- A fully executed original of the Certification by Bidder of compliance with the Use of American Iron and Steel Law.
- A fully executed original of the Part V Technical specifications, signifying whether or not the proposal is in complete compliance with the specification.
- Proposals must be in a sealed envelope or box clearly marked “**SEALED BID PROPOSAL FOR MATERIALS PROCUREMENT – SCHOENBAR ROAD RAW WATER HDPE CONNECTION POINTS**” on the outside of the envelope or box in order to be considered responsive **OR** be electronically submitted at www.ktn-ak.us

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 Proposers.

_____	_____
Company	Date
_____	_____
Signature and Title	Printed Name

BID PROPOSAL

TO: The City of Ketchikan, Alaska, herein called the City:

Pursuant to and in compliance with your Notice to Contractors Inviting Bids, Information For Bidders, Agreement and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiarized with all the terms of all the Contract Documents and with the project site and local conditions and costs affecting the performance as called for in the Contract Documents, hereby proposed and agrees to perform, within the time and in the manner stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the work labor, materials, tools, supplies, and all transportation and other services necessary to perform the Contract in a skillful and timely manner, all in strict conformity with the Contract Documents, including addenda for the following project:

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for an amount computed on the basis of the quantity of work actually performed at the prices set forth on the Bid Schedules herein contained consisting of **One (1)** sheet, which is incorporated and made a part of this Bid Proposal:

TOTAL CONTRACT AMOUNT: \$ _____ FOB KETCHIKAN, ALASKA
(Total of Bid Schedule)

1. **Award of Contract.** The City shall have the right to reject this bid proposal and such bid proposal shall remain open and may not be withdrawn for a period of **sixty (60)** days after the date prescribed for its opening.
2. **Execution of Contract and Performance Security.** It is understood and agreed that if written notice of the acceptance of this proposal and award of the Contract is mailed, telegraphed, telefaxed or delivered to the undersigned Bidder within **sixty (60)** days after the opening of the proposal, or at any time thereafter before it is withdrawn in writing, the undersigned Bidder will execute and deliver the Agreement in the form set forth in the Contract Documents to the City in accordance with the proposal as accepted, and will also furnish and deliver to the City the performance and payment bonds on the forms provided in the Contract Documents, the Certificate of Insurance and policies of insurance and any other documents or bonds called for in the Contract Documents, all within **ten (10)** days after notice of acceptance and award of the Contract is given.
3. **Notice of acceptance and award of the Contract** or requests for additional information may be addressed to the undersigned Bidder at the business address set forth at the end of this proposal.
4. **Wherever in this proposal** an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

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5. Receipt of the following Addenda to the Contract Documents is hereby acknowledged.

ADDENDUM NO.	DATE OF ISSUE	DATE OF RECEIPT OF ADDENDUM	SIGNED ACKNOWLEDGMENT
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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

BIDDER:

Company Name

By: _____
Signature

(Title)

Alaska Contractor License No. _____

Telephone _____

Business Address _____

Email Address _____

Place of Residence _____

Date _____, 20____.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is co-partnership the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if Bidder is an individual, the appropriate signature shall be placed above.

BID SCHEDULE

Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points
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Bid Schedule

Bid Item	Description	Quantity	Type	Unit Price (\$)	Total Cost (\$)
1.	Mueller 42-inch Lineseal XP II Flanged Butterfly Valve, Class 250B	6	EA	\$ _____	\$ _____
2.	42-inch Ductile Iron Wye, Flanged	2	EA	\$ _____	\$ _____
3.	42-inch x 36-inch Concentric Ductile Iron Reducer, Flanged x Mechanical Joint	4	EA	\$ _____	\$ _____
4.	42-inch Ductile Iron Adapter, Flanged x Mechanical Joint	2	EA	\$ _____	\$ _____
5.	42-inch Ductile Iron Blind Flange	2	EA	\$ _____	\$ _____
6.	42-inch x 36-inch Concentric Ductile Iron Reducer, Mechanical Joint x Flanged Joint	2	EA	\$ _____	\$ _____
7.	36-inch 45 degree Bend, Flanged	2	EA	\$ _____	\$ _____

Total Bid Amount for Bid Schedule; FOB KETCHIKAN, ALASKA in Numbers:

\$ _____

Total Bid Amount in words:

_____ Dollars

and _____ Cents

AGREEMENT
FOR

Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points
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THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the **CITY OF KETCHIKAN**, a municipal corporation, 334 Front Street, Ketchikan, Alaska 99901, hereinafter called "**OWNER**", and _____, licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**".

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Scope of Work. The **CONTRACTOR** shall perform and provide, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed including the providing of all work, labor, services, materials, utility, transportation and other acts necessary to perform the Contract in a workmanlike manner (hereinafter referred to as "Construction"), in connection with

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and in strict conformity with the Contract Drawings and Engineering Specifications, including any and all Addenda issued by the **OWNER**, and with all of the other Contract Documents enumerated in Section 4 hereof, hereinafter collectively referred to as the "Contract".

Section 2: Construction Time.

(a) The **CONTRACTOR** agrees to complete all work and construction called for and as defined in the Contract Documents, to the satisfaction of the **OWNER** within the time for completion as specified in (b) below or, in the event the time for completion is extended by Change Order as provided herein, then within the additional days by which the time is so extended. All changes in the time for completion shall be made only by written Change Order to the Contract.

(b) Construction activities for this project completed not later than **26 weeks** from Contractor's Notice to Proceed.

Section 3: Commencement and Completion of Work – Liquidated Damages

(a) The **CONTRACTOR** agrees to complete all work and construction called for and as defined in the Contract Documents, to the satisfaction of the **OWNER** within the time for completion as specified in Section 2 above. Failure to complete the contract on time will subject the **CONTRACTOR** to payment of liquidated damages in the amount of **One Hundred Dollars (\$ 100.00)** per calendar day until final completion and acceptance is achieved. The City will withhold liquidated damages from the final payment to the **CONTRACTOR**.

Section 4: Contract Amount. As and for full payment, and in consideration of the timely and proper performance of all construction and work called for by the Contract, as defined herein, and performance of all the terms and conditions thereof, the **OWNER** shall pay the **CONTRACTOR** in currency of the United States, as follows:

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- (a) If the Bid Proposal calls for single lump sum price(s), the **OWNER** shall pay to the **CONTRACTOR** a total Contract Amount of _____ and _____ Dollars (**\$_____**).
- (b) If the Bid Proposal calls for unit prices, the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount computed from the unit prices set forth in the **CONTRACTOR's** Bid Proposal and the actual quantities of units furnished. It is understood that the quantities stated are approximate only and are subject to either increase or decrease, and should the quantities of any of the units of work and construction be increased, the **CONTRACTOR** shall perform the additional work at the unit prices set forth in the Bid Proposal, and should the quantities be decreased, payment will be made based on the actual quantities installed at the unit prices set forth in the Bid Proposal and the **CONTRACTOR** will make no claim for anticipated profits, or cost recovery for any increase or decrease in the quantities. Based upon the unit prices set forth in the **CONTRACTOR's** Bid Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the **Total Contract Amount is \$_____**.

It is further agreed that the **CONTRACTOR** shall start all work and construction within ten (10) days after delivery of the **OWNER's** Notice to Proceed, unless otherwise specified in such Notice to Proceed, and shall complete all work and construction in accordance with the construction schedule and time for completion as provided in the Contract Documents.

Section 5: Contract Documents. The Contract, and the component parts of this Contract, entered into by the acceptance of the **CONTRACTOR's** Bid Proposal and the signing of this Agreement, consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:

1. This Agreement;
2. Notice to Contractors Inviting Bids;
3. Information for Bidders;
4. Notice of Award;
5. Bid Proposal as accepted;
6. Addendum Nos. _____
7. Performance Bond;
8. Payment Bond;
9. Special Requirements;
10. Notice to Proceed;
11. Written amendments, including Change Orders, if any, to this Agreement signed by both parties entered into after execution of this Agreement;
12. Certificate of Insurance;

Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
Contract 20-24

- 13. General Conditions;
- 14. Engineering Specifications bearing the title Part IV – Technical Specifications
**Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points,
Contract No. 20-24**

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

OWNER:

CITY OF KETCHIKAN

By: _____
City Manager

ATTEST:

City Clerk

CONTRACTOR:

(Company Name)

By: _____
(Signature of authorized officer)

(Printed Name of person signing)

(Title of person signing)

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KARL R. AMYLON** and **KIM STANKER** to me known to be the **City Manager** and the **City Clerk** of the **CITY OF KETCHIKAN**, a municipal corporation, the corporation which executed the above and forgoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that they signed and sealed 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.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

r

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing instrument; that _____, who signed said instrument on behalf of the Contractor, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____ (Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ known to be the **Secretary** of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he/she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he/she signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

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

NOTARY PUBLIC FOR _____
Commission Expires: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ known to be the **President** of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he/she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he/she signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

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

NOTARY PUBLIC FOR _____
My Commission Expires: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known to be the _____(manager or member) of _____ a State of Alaska limited liability company, on behalf of the limited liability company and that (he/she) executed the within instrument and that (he/she) executed the same freely and voluntarily and with the lawful authority to do so for the uses and purposes therein mentioned.

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

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ known to me to be (one of) the partner(s) of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

DATED: _____

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Council of the City of Ketchikan, Ketchikan, Alaska, by motion passed,
_____ has awarded to _____, hereinafter designated as the **PRINCIPAL**, a contract for:

Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points
Contract No. 20-24

WHEREAS, said **PRINCIPAL** is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the **PRINCIPAL** and _____ as **SURETY**, are held and firmly bound unto the City of Ketchikan, hereinafter called the **OWNER**, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall deliver, provide and perform all work, services, and materials, and in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, including any warranty, or guarantee, and during the period thereof, as provided for therein, and in all respects according to their intent and meaning, and shall indemnify and save harmless the **OWNER**, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said **SURETY**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or contract documents, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond, and said **SURETY** does hereby waive notice of any such change, extension of time, alteration, modifications, or additions to the terms of the contract or contract documents, or to the work or to the specifications.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs, expenses and fees, including attorney's fees, incurred by **OWNER** in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the **PRINCIPAL** and **SURETY** above named, on the _____ day of _____, 20____.

PRINCIPAL

By: _____

Title: _____

Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
Contract 20-24

TWO WITNESSES:

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal

SURETY

By: _____

Title: _____

ADDRESS

Corporate Seal

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

On this _____ day of _____, 20____, 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 ALASKA

My Commission Expires: _____

(Seal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Council of the City of Ketchikan, Ketchikan, Alaska, by motion passed _____, has awarded to _____, hereinafter designated as the **PRINCIPAL**, a contract for:

Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points
Contract No. 20-24

WHEREAS, under the terms of said contract, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Ketchikan (hereinafter referred to as "**OWNER**") to secure the payment of the claims to which reference is made in Title 36, Chapter 25, commencing at Section 36.25.010, Statutes of the State of Alaska.

NOW THEREFORE, we, the **PRINCIPAL** and

_____, as **SURETY**, are held and firmly bound unto the **OWNER** any and all persons, companies or corporations furnishing materials, provisions, provender, or other supplies, used in, upon, or about the performance of the work contracted to be executed or performed under the hereinabove mentioned contract, and all persons, companies, or corporations renting or hiring implements or machinery, for or contributing to said work to be done, and all persons performing work or labor done upon the same, and all persons supplying both work and labor as aforesaid, and as referred to in said Chapter 25, Title 36, Statutes of the State of Alaska, in the penal sum of

_____ Dollars (\$ _____) lawful money of the United States, 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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said **PRINCIPAL**, hers/his/its subcontractors, heirs, executors, administrators, successors and assigns, shall pay any and all persons, companies or corporations furnishing materials, provisions, provender, or other supplies, used in, upon, or about the performance of the work contracted to be executed or performed under the hereinabove mentioned contract, and all persons, companies, or corporations renting or hiring implements or machinery, for or contributing to said work to be done, and all persons performing work or labor done upon the same, and all persons supplying both work and labor as aforesaid, and as referred to in said Chapter 25, Title 36, Statutes of the State of Alaska, and shall indemnify and save the **OWNER** harmless from all cost, expense, and damage by reason of **PRINCIPAL's** default or failure to do so, and shall pay any local sales or use taxes, then this obligation shall be void; otherwise said bond shall remain in full force and effect and **SURETY** on this bond shall pay the same

It is expressly agreed and understood that in addition to **OWNER**, this bond shall inure to the benefit of any and all of the persons named in Alaska Statutes, Title 36, Chapter 25, Sections 36.25.010, 36.25.020, and AS 23.20.265, et seq., so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
Contract 20-24

It is further stipulated and agreed that the **SURETY** on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishings of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent to in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the **SURETY** and in favor of all persons for whose benefit such bond is given, and under no circumstances shall **SURETY** be released from liability to those for whose benefit such bond has been given by reason of any breach of contract between the **OWNER** and the **PRINCIPAL** or on the part of any obligee named on such bond, but the sole conditions of recovers shall be that claimant is a person described herein and/or in Alaska Statutes Title 36, Chapter 25, Section 36.25.010, 36.25.020, et seq., and has not been paid the full amount of his claim and that **SURETY** does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **OWNER** or other person entitled to bring suit thereon in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

PRINCIPAL

By: _____

Title: _____

TWO WITNESSES:

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal

SURETY

By: _____

Title: _____

ADDRESS

Corporate Seal

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) **ss.**
_____ JUDICIAL DISTRICT)

On this _____ day of _____, 20____, 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
_____, 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 ALASKA

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

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

This Certificate and Affidavit is made this _____ day of _____, 20____,
by _____
("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:

For and in consideration of the total sum of _____
Dollars (\$ _____), and other good and valuable consideration, which sum is
acknowledged as being the **FINAL AND TOTAL AMOUNT** due or alleged due or owing from the City of
Ketchikan, Alaska (hereinafter referred to as "Releasee"), the receipt and payment of which sum is hereby
acknowledged, 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 _____, 20____, at
_____.

Releasor

By: _____

Title: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC FOR ALASKA
My Commission Expires _____

CORPORATE CERTIFICATE

I, _____ certify
(name)
that I am the Secretary of the Corporation named as Releasor in the foregoing Release; that
_____, who signed said Release on behalf of said
corporation, was then _____
(Title)
of said Corporation; that said Release was duly signed for an in behalf of said Corporation by authority of
its governing body and is within the scope of its corporate powers.

(Signature)

[Corporate Seal]

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
) **ss.**
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before
me, the

undersigned, a Notary Public in and for the State of _____, duly
commissioned and sworn, personally appeared _____ and
_____ known to be the President and Secretary of
_____, a corporation formed under the laws of the State of
_____, the corporation which executed the above and foregoing instrument,
and who on oath stated he(he)(they) were duly authorized to execute said instrument and affix the
corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal
thereof, and acknowledged that he(he)(they) signed the same freely and voluntarily on behalf of said
corporation for the purposes therein mentioned.

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

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) **ss.**
)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC FOR _____
My Commission Expires: _____

Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
Contract 20-24

CONTRACTOR'S REQUEST FOR PAYMENT NO. _____

CITY OF KETCHIKAN
334 Front Street
Ketchikan, Alaska 99901

PROGRESS PAYMENT SUMMARY

Project: Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points Contract No. 20-24
 Contractor: _____ Address: _____
 Dated: _____ Invoice Number: _____ Purchase Order: _____
 _____ For Period from: _____ to _____

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 this Contract is as follows:

For City Use Only:

Reg. PO#	Vendor #	
Account Number	Amount \$	
Petty PO#	Rec'd By	Dept. Head

Requested Payment

Original contract sum \$ _____
 Change Orders _____
 Total Additions \$ _____
 Sub Total \$ _____
 Total Deductions \$ _____
 Total Contract to Date \$ _____
 Total Completed to Date \$ _____
 Less Previous Payments \$ _____
 Balance to Complete \$ _____
 Payment Request No. _____ \$ _____

To be completed by Owner:

To be completed by Owner	Adjustment: _____	\$ _____
	Due this Pay Request	\$ _____

Comments: _____
 By _____ Date: _____

CONTRACTOR'S Certification:

The undersigned **CONTRACTOR** certifies that (1) all previous progress payments received from **OWNER** 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 **OWNER** 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.

Subscribed and Sworn to before me this _____ day _____
 of _____, 20____. _____
CONTRACTOR

By: _____

Notary Public for the State of _____ Must be signed by Principal of Firm
 My Commission expires: _____ Dated: _____, 20____

APPROVAL:
 Dated: _____, 20____ By: _____ **OWNER'S PROJECT ADMINISTRATOR**

STATEMENT CONCERNING CLAIMS

The **Contractor** under that certain contract dated _____, 20____, by and between _____ (**Contractor**) and the **CITY OF KETCHIKAN (Owner)** for work and services for the **Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points Contract No. 20-24** 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 **Owner**, the **Contractor**, or any subcontractor of **Contractor**, and that the **Contractor** will have no claims against the **Owner** 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.
_____)

_____ 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.

(Signature)

SUBSCRIBED and SWORN to before me this ____ day of _____, 20__.

NOTARY PUBLIC in and for

the State of _____, residing at _____

Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
Contract 20-24

CERTIFICATE OF INSURANCE

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTAINS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A				
INSURED		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGE						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS/CONTRACTORS PROT <input checked="" type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/>				GENERAL AGGREGATE ⁸	\$2,000,000
					PRODUCTS-COMP/OP AGG	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one Fire)	
					MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per accident)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> _____ <input type="checkbox"/>				AUTO ONLY EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$4,000,000
					AGGREGATE	\$4,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETORS <input type="checkbox"/> INC PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCL				AK WC STATUTORY LIMITS	
					EL EACH ACCIDENT	\$ 500,000
					EL DISEASE-POLICY LIMIT	\$ 500,000
					EL DISEASE EA EMPLOYEE	\$ 500,000
	OTHER COURSE OF CONSTRUCTION (All Builder's Risk)				As Required by the Contract Documents	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
EFFECTIVE _____, THE CITY OF KETCHIKAN AND KETCHIKAN PUBLIC UTILITIES IS SHOWN AS ADDITIONAL INSURED WITH ALL RIGHTS OF SUBROGATION WAIVED AGAINST THEM ON THE GENERAL LIABILITY, AUTO AND EXCESS LIABILITY POLICIES AND ALL RIGHTS OF SUBROGATION ARE WAIVED ON THE WORKERS COMPENSATION POLICY AS RESPECTS THE MATERIALS PROCUREMENT – SCHOENBAR ROAD HDPE RAW WATER CONNECTION POINTS CONTRACT NO. 20-24						
CERTIFICATE HOLDER				CANCELLATION		
CITY OF KETCHIKAN 334 FRONT STREET KETCHIKAN, ALASKA 99901				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		
				AUTHORIZED REPRESENTATIVE		

PART II

ADEC LOAN MANAGEMENT REQUIREMENTS

From the “Consolidated Appropriations Act, 2014” H.R. 3547
(PL113-76, enacted 1/17/2014) , and as codified under section 608 of the
FWPCA (Federal Water Pollution Control Act)

“SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.”

CERTIFICATION BY THE OWNER
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
enacted on 1/17/2014

*(To be completed by the duly authorized Utility System representative
and provided to the Municipal Grants & Loans (MGL) Program
prior to start of construction.)*

We, the Owner (Utility System) named, Ketchikan Public Utilities, having obtained a loan from the State of Alaska Clean/Drinking Water State Revolving Fund, to fund the Project named Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points, and identified as Project # DW 481081 hereby submit to the MGL Program, certification from each contractor working on the Project that the use of American Iron and Steel in the construction of the Project complies with the law, or that a waiver has been obtained from the U.S. Environmental Protection Agency.

Signature of Official

Printed name

Date

Attachment: Certification by Owner

CERTIFICATION BY BIDDER

OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
enacted on 1/17/2014

We, the bidding prime contractor and subcontractors, as named below, hereby certify that all the American iron and steel used in the Project named Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points , also identified as Project Loan No. DW 481081 will comply with the Use of American Iron and Steel Law, or obtain the necessary waiver(s) from the U.S. Environmental Protection Agency.

Prime Contractor Name:

Signature of Official

Printed name

Date

Subcontractor Name

Signature of Official

Date

Sample Step Manufacturer Certification

(Documentation must be provided on company letterhead)

Date

Company Name

Company Address

City, State Zip

Subject:

American Iron and Steel Step Manufacturer Certification for Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points

I, _____ (company representative), certify that the _____ (melting, bending, coating, galvanizing, cutting, etc.) process for _____ (manufacturing or fabricating) the following products and/or materials shipped or provided for the project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. _____
2. _____
3. _____

Such process took place at the following location: _____ (address)
If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Company representative

Signature

Date

Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of Ketchikan (“Purchaser”) and the State of Alaska (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.

THIS CLAUSE ALSO APPEARS IN PART IV SPECIAL CONDITIONS.

Equal Employment Opportunity Program

Information about this program is found at the Alaska Department of Administration, Personnel and Labor Relations <https://doa.alaska.gov/dop/eeo/>

American Iron and Steel Policy & Documentation

Since 2014, all iron and steel components of projects funded with any State Revolving Funds need to be compliant with the American Iron and Steel requirements. Information about this program is found at the Alaska Department of Environmental Conservation, Division of Water <https://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund/american-iron-and-steel/>. The Construction Contract Language Example found at this site illustrates the requirements of the American Iron and Steel Policy that are to be complied with.

State Revolving Fund (SRF) Loans Federal Contract Debarment

The Certification form is found at <https://dec.alaska.gov/media/15750/debarment-cert.pdf> . **SRF funds cannot pay a contractor that has been listed as debarred on the System of Award Management (SAM) www.Sam.gov database.** All loan recipients and contractors must register in the Federal SAM database which is found at <https://www.sam.gov/SAM/pages/public/index.jsf> .

THIS IS A MATERIALS ONLY CONTRACT AND THE DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM AND THE DAVIS BACON INSERT AND THE US DEPARTMENT OF LABOR RATES DO NOT APPLY.

PART III

GENERAL CONDITIONS

General conditions can be downloaded from: <http://www.ktn-ak.us/bids>
(Access will require website registration and sign-in) and are considered a part of this contract.

PART IV

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. The Contractor shall submit two (2) copies of shop drawings or catalog cuts of all materials and appurtenances to construct the project as described in the Specifications. The 42” Flanged Wye Branch is a special fitting that is not part of AWWA C110 specifications. For dimensions and pressure ratings of this fitting, the manufacturer should be consulted. No other submittal shall be required unless specifically called for elsewhere in these specifications.
2. Since 2014, all iron and steel components of projects funded with any State Revolving Funds need to be compliant with the American Iron and Steel requirements. Information about this program is found at the Alaska Department of Environmental Conservation, Division of Water <https://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund/american-iron-and-steel>. The Construction Contract Language Example found at this site illustrates the requirements of the American Iron and Steel Policy that are to be complied with.
3. Construction Progress Documentation
 - (a) Submit an initial Detailed Progress Schedule within 30 days after the Effective Date of the Agreement.
 - (b) Show activities including but not limited to the following:
 - (i) Notice to Proceed
 - (ii) Submittals, with review time.
 - (iii) Early procurement activities for long lead materials and fabrications
 - (iv) Contract Milestone and Completion Dates
 - (v) Final Factory Completion and Shipping Dates
 - (vi) Estimated Arrival Date; FOB Ketchikan, Alaska
4. The Contractor acknowledges to and for the benefit of the City of Ketchikan (“Purchaser”) and the State of Alaska (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.

PART V

TECHNICAL SPECIFICATIONS

Materials Procurement - Schoenbar Road HDPE Raw Water Connection Points, Contract No. 20-24

Materials Procurement – Schoenbar Road Raw Water HDPE Connection Points
Contract 20-24

Any alternate bid or exception to the specifications set forth, must be stated in the bid. Please place a “check mark” or “X” in the appropriate space (below “Comply” or “Not Comply”) to signify whether or not the unit is in complete compliance with the specifications. Failure to follow the format or answer the specifications may cause your bid to be disqualified. If extra space is required to describe the product, please provide attachments with the appropriate reference number.

Butterfly Valves		
Description	Comply	Not Comply
Shall be compliant with State Revolving Funds - American Iron and Steel requirements per Part II.		
Shall comply with the applicable requirements of the latest revision of AWWA Standard C504 and are available in pressure class 250B		
Shall be suitable for providing bubble tight shutoff in either direction in ordinary non-shock water service.		
Shall be rubber seated, 90° disc rotation (1/4 turn), short body with flanged joint ends		
Size Range and Working Pressure		
Shall be sizes 3” thru 48”		
Shall be 250 psig working pressure		
Type of Valve		
Butterfly valves and actuators shall be suitable for buried service		
Butterfly valves shall incorporate a rubber seat in the valve body		
Butterfly valves 24”- 48” shall have a streamlined non-symmetrical disc with a two-piece shaft offset from the valve centerline in order to provide a complete 360 ° sealing with the valve seat. In addition, valves 30” and larger shall have a flow-through disc design to minimize pressure drop across the valve.		
Butterfly valves shall be bi-directional and be offered with actuators to either open left (standard) or open right (non-standard)		
Butterfly valves shall be furnished with a traveling nut actuator, complete with a 2” square nut suitable for buried service. If required, the valves to cylinder driven, electric motor actuated, or be furnished with a hand wheel and position indication for non-buried service.		
Butterfly valves 3”-48” Flanged ends with flange dimensions and drilling shall comply with ANSI B16.1 for Class 125.		
Material Specifications		
Body Shall be Ductile Iron ASTM A-536 (65-45-12)		
Disc: Valves 6”– 48” – shall be Ductile Iron ASTM A-536 Grade (65-45-12) with Stainless Steel edge.		
Shaft: shall be Stainless Steel ASTM A-564 Type 630 Condition H-1150		
Seat: shall be Buna N Standard; EPDM optional		
Bearings: Valves 24”-48” shall be PTFE with fiberglass backing		
Shaft Seals: shall be Chevron V-type, self-adjusting – Buna N standard; EPDM optional		
Paint: shall be Epoxy coating in accordance with AWWA C550 standard		
Certification: Valves shall be certified to NSF 61		

Design Features	Comply	Not Comply
Body Shell Thickness: Valve body shell thickness shall be in strict accordance with AWWA C 504		
Seat Retention: Seat shall be mechanically retained in the valve body without the use of retaining ring, segments, screws, or hardware in the flow stream.		
Valve Discs: Disc shall be furnished with a 316 stainless steel seating edge to mate with the rubber seat. Disc shall be a flow-through design on valves 30" and larger. <i>Discs using ribs transverse to the flow stream are not acceptable</i>		
Shaft size: Valves shall have shaft dimensions in accordance with AWWA C504		
Self-Lubricating Bearings: Valves shall be furnished with self-lubricating bearings to provide continuous low-friction, maintenance-free operation.		
Valve Seat 24" through 48": The seat shall be mechanically retained in the body with screws or segments in the flow stream. Seats shall be adjustable from both sides of the disc and shall be field replaceable.		
Test Procedure		
All valves shall be hydrostatic and leak tested in compliance with AWWA C-504, latest revision. The leak test shall be performed at a differential pressure of 250 psig with the disc in the closed position. Valve to be bubble tight for a minimum of 5 minutes. With the disc in a slightly open position, internal hydrostatic pressure equal to 500 psig shall applied to the inside of the valve body for ten (10) minutes for valves 24"- 48"and bound to be free of defects which would cause to be unsatisfactory for operation at said pressure.		
Ductile Iron Fittings		
Description	Comply	Not Comply
Shall be compliant with State Revolving Funds - American Iron and Steel requirements per Part II.		
Shall be ductile iron in accordance with AWWA C110, cement lined in accordance with AWWA C104, with bituminous exterior coating, Class 250 minimum unless otherwise indicated on the plans. AWWA C115 Flange Bolt Pattern ANSI B16.1; Class 125 flange. The 42" Flanged Wye Branch is a special fitting that is not part of AWWA C110 specifications; however pressure rating shall be 250 psig.		
For all exposed fastenings, flange bolts shall be hot dipped galvanized in the length and diameter specified in AWWA C110 (mechanical joints) or C115 (flanged joints). Nuts shall be heavy hex, hot-dipped galvanized. Note that some regular hex, hot-dipped galvanized nuts will also be required to assemble fittings with restricted clearances. Bolt threads shall be greased prior to installation using petroleum-based grease for galvanized and black iron fastenings		
Flanged x mechanical joint coupling adapters shall be cast ductile iron throughout. Substitution of a NPT threaded flanged end onto MJ pipe is not allowable. Ductile iron pipe barrel to conform to the requirements of AWWA C151. Flanges to meet requirements of AWWA C115 and C110 Flange Bolt Pattern ANSI B16.1; Class 125 flange		