

**CITY & BOROUGH OF WRANGELL, ALASKA
NON-MOTORIZED TRANSPORTATION SYSTEM**

ADDENDUM TO THE CONTRACT

Addendum No:	1	Current Bid Opening Date: August 29, 2023 at 2:00 P.M.
Pages This Addendum:	8	
Previous Addenda:	NONE	Previous Bid Opening Date: August 22, 2023 at 2:00 P.M.

To: All Planholders of Record

August 16, 2023

The contract documents are modified as indicated herein. All other terms and conditions remain unchanged. Bidders are required to acknowledge this addendum on the Bid Proposal. Make the following changes to the contract documents:

PROJECT MANUAL

1. SECTION 00030 – NOTICE INVITING BIDS

Section 00030 – Notice Inviting Bids, RECEIPT OF BIDS, **Replace** the paragraph in its entirety with the following:

RECEIPT OF BIDS. Sealed bids will be received by the City and Borough of Wrangell, Post Office Box 531, Wrangell, Alaska 99929, located at the Borough Clerk’s Office, 205 Brueger Street, Wrangell, Alaska 99929 until 2:00 PM prevailing time on **August 29, 2023**, at which time they shall be opened and read aloud. Opening date and time may be changed to a later date or time via Addendum. Clearly mark on the outside of the envelope **“Sealed Bid for Non-Motorized Transportation System”**.

2. SECTION 00100 – INSTRUCTION TO BIDDERS

Section 00100 – Instructions to Bidders – BID MODIFICATION FORM, **Add** the following note: ‘In lieu of fax, bid modification forms may be emailed to clerk@wrangell.com.’

3. SECTION 00300 – BID

Section 00300 – Bid, Paragraph 10. **Add** the following to the list of items to be submitted within (5) calendar days of the bid posting:

- Current SAM.gov active registration
- Alaska Business License
- Contractor’s License

4. SECTION 00500 – AGREEMENT

Section 00500 – Agreement – **Add** the following section in its entirety, pages 00500-1 through 00500-6.

DRAWINGS

1. Drawing Sheet 5, Trail Layout Point Summary Tables, **Delete** the “Ishiyama Trail Layout Summary Table’ in its entirety.
2. Drawing Sheet STD_962-10-01, Sawn Timber Stringer Trail Bridge, in the table, **Change** the species callout for the backwall from ‘YC’ to ‘DF’ for both STS-1 and STS-2.

END OF ADDENDUM NO. 1

SECTION 00500 - AGREEMENT

THIS AGREEMENT is between THE CITY & BOROUGH OF WRANGELL (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

- A. CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Contract Documents entitled **NON-MOTORIZED TRANSPORTATION SYSTEM**. The WORK consists of all activities necessary to construct the Non-Motorized Transportation System, as shown in the contract documents. Work generally includes various amounts of mobilization, clearing and grubbing, excavation and embankment, aggregate and timber trails, parking area, signage and site amenities and other miscellaneous improvements.

ARTICLE 2. CONTRACT COMPLETION TIME.

Substantial completion by June 1, 2024.
Final completion by June 15, 2024.

ARTICLE 3. DATE OF AGREEMENT

The date of this Agreement will be the later of the date of the Borough Manager signature on page three of this section and the signature of the CONTRACTOR authorized representative.

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER \$1,500 for each Calendar Day that expires after the substantial completion time specified in Article 2 above. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: _____ those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this contract shall be _____, except as adjusted in accordance with the provisions of the Contract Documents.

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

SECTION 00500 - AGREEMENT

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents
- Notice Inviting Bids
- Instructions to Bidders
- Bid
- Bid Schedule
- Bid Bond
- Subcontractor Report
- Performance Bond
- Payment Bond
- Insurance Certificate(s)
- General Conditions
- Supplementary General Conditions
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination
- Permits
- Technical Specifications as listed in the Table of Contents
- _____ Drawings consisting of 34 sheets, as listed in the Table of Contents
- Addenda numbers ___ to ___, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement, and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. CONTRACTOR understands and agrees that the Borough will not accept any assignment of this Contract to an LLC unless all the members of the LLC sign as guarantors of performance of this Contract.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all

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covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind an any nature arising out of or relating to this Agreement and all Contract documents or for any action of any kind and any nature arising out of or related to the performance of non-performance of the CONTRACTOR, and CONTRACTOR’S employees, subcontractors, consultants and representatives.

The CONTRACTOR acknowledges that the CONTRACTOR has read and understands the terms of this Agreement and the terms and conditions of all the Contract documents listed in this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any representations by any Borough employee, the Mayor, an assembly member, the borough attorney, the borough manager or any consultant of the Borough in deciding to enter this Agreement and perform this project.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below by OWNER.

OWNER:

CONTRACTOR:

City & Borough of Wrangell

(Company Name)

(Signature)

(Signature)

By: Jeff Good, Borough Manager
(Printed Name)

By: _____
(Printed Name, Authority or Title)

Date: _____

Date: _____

Address: P.O. Box 531

Address: _____

Wrangell, Alaska 99929

907-874-2381 907-874-3952
(Telephone) (Fax)

(Telephone) (Fax)

(E-mail address)

Owner Attest:

Contractor Attest:

By: _____
Kim Lane, Borough Clerk

By: _____
Name/Title:

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____ a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ President of the Corporation, be and is hereby authorized to **execute the Agreement** with OWNER and this corporation and that the execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____ day of _____, 20_____.

Secretary

(SEAL)

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CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____ a partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to **execute the Agreement** with the OWNER and this partnership and that the execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the
_____ a joint venture existing under the laws of the
State of _____, held on _____, 20____, the following resolution was duly passed and
adopted:

"RESOLVED, that _____, as _____ of the
Joint Venture, be and is hereby authorized to **execute the Agreement** with the OWNER and this
joint venture and that the execution thereof, attested by the
_____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(If Limited Liability Company)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the members of the

_____, a Limited Liability Company (LLC) existing
under the laws of the State of _____, held on _____, 20____, the following resolution
was duly passed and adopted:

"RESOLVED, that _____, acting as _____ of
the Limited Liability Company, is hereby authorized by all Members to **execute the Agreement**
with the OWNER and this Limited Liability Company and that the execution thereof, attested by
the _____ shall be the official act and deed of this Limited liability
Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary

(SEAL)

By: _____
(Signature of authorized Member)

(Title of person signing)

END OF SECTION