



City and Borough of Wrangell
Public Works and Capital Projects
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ADDENDUM NO. 1

300-TON MARINE VESSEL HOIST

ADDENDUM NUMBER: One (1) CURRENT BID OPENING DATE: November 16, 2012

PREVIOUS ADDENDA: None PREVIOUS BID OPENING DATE: November 2, 2012

ISSUED BY: The City & Borough of Wrangell
DATE ADDENDUM ISSUED: October 30, 2012

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid/Proposal Form. Failure to do so may subject Bidder to disqualification.

This Addendum does change the bid opening date. The new bid opening date has been set for November 16, 2012 at 2:00 P.M. prevailing time.

1. OVERVIEW – Date and Time for Bid Opening

Replace the second paragraph with the following paragraph: Sealed bids will be received by the City and Borough of Wrangell, Post Office Box 531, Wrangell, Alaska 99929, or located at the Borough Clerk's Office, 205 Brueger Street, Wrangell, Alaska 99929, until 2:00 PM prevailing time on November 16, 2012. The Bids will be publicly opened and read aloud at this time in the City and Borough of Wrangell's Council Chambers.

2. INVOICES / PAYMENT TERMS - Revise Payment Terms as follows

- A. 20% upon signing contract
- B. 20% upon approval of shop drawing submittal
- C. 50% upon receipt of bill of lading for shipping
- D. 10% upon assembly and final completion

3. INSTRUCTION TO BIDDERS

- A. The bidder must have a valid Alaska business license prior to receiving a contract award.

4. SUBMITTALS – Add the following Submittal requirement

- A. Shop Drawing Submittal. The Contractor shall provide two sets of a full submittal and shop drawings to the owner, for review and approval. Shop drawings shall include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, operating instructions, catalogue sheets, data sheets, and other such similar items.
- B. Technical Manual Submittal. The Contractor shall provide two sets of technical manuals for each item of mechanical, electrical, and instrumentation equipment, which should include the following:
 - i. Complete operating instructions
 - ii. Lubrication schedules, including the lubricant grade and type, temperature range, and frequency required.
 - iii. Preventive maintenance procedures and schedules.
 - iv. Parts lists, complete with exploded views of each assembly.
 - v. Disassembly and reassembly instructions.
 - vi. Name and location of nearest supplier and spare parts warehouse.
 - vii. Reproducible prints of record drawings, including diagrams and schematics, as required under the electrical and instrumentation portions of the product.
- C. Spare Parts List Submittal. The Contractor shall provide two sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall be limited to those spare parts which the manufacturer recommends be maintained by the Owner in inventory on site.

5. BONDS & INSURANCE

- A. Bid Bond (Form attached)
 - i. Each bid shall be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Alaska, and made payable to the City & Borough of Wrangell in the amount of five percent (5%) of the total bid price. This serves as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. Any Bid which does not comply with the bid security requirements shall be rejected.
 - ii. Return of Bid Bond. Within fourteen (14) days after the award of a contract, the Owner will return the bid securities accompanying those bids which are not to be considered in making the award. All other bid securities will be held until the

Agreement has been fully executed and the Performance Bond, Payment Bond, and Insurance Certificates, all in the forms provided and required, have been submitted to the Owner. They will then be returned to the respective Bidders whose bids they accompanied.

B. Performance Bond (Form attached)

- i. The form and amount of performance bond which the Contractor shall be required to furnish at the time of execution of the Agreement is hereby added to the Contract Documents.

C. Payment Bond (Form attached)

- i. The form and amount of payment bond which the Contractor shall be required to furnish at the time of execution of the Agreement is hereby added to the Contract Documents.

D. INSURANCE – Add the following Insurance requirements

The form, types and amounts of insurance which the successful Bidder, as Contractor, shall be as follows:

- i. Worker's Compensation, in accordance with Alaska State Statutory 23.30.045, with Employer's Liability as follows:
 - a) Bodily Injury by Accident: \$100,000 Each Accident
 - b) Bodily Injury by Disease: \$100,000 Each Employee
 - c) Bodily Injury by Disease: \$500,000 Policy Limit
 - d) Contractor agrees to waive all rights of subrogation against the Owner for work performed under this Contract.
 - e) If Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsements shall be required as a condition of the Contract.
- ii. Commercial General, with Combined Single Limit:
 - a) General Policy: \$1,000,000 Each Occurrence / \$2,000,000 Annual Aggregate
 - b) Products/Completed Operations: \$1,000,000 Each Occurrence / \$2,000,000 Annual Aggregate
 - c) Personal Injury: \$1,000,000 Each Occurrence
- iii. Policies shall specify insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner.
- iv. All policies will provide for thirty (30) days written notice prior to any cancellation or nonrenewal of insurance policies required under Contract except in the event of no-payment or
- v. The Owner shall be named as an "additional Insured" under all liability coverages

listed, except for Worker's Compensation insurance.

6. AGREEMENT (Form attached)

The form of Agreement which the Contractor shall be required to execute is hereby added to the Contract Documents.

Faxed or Emailed modifications to the Bid are allowed up to the date and time of the bid opening. Bidders must acknowledge all Addenda on the Bid Form.

END OF ADDENDUM NO. 1

BID BOND

KNOW ALL WHO SHALL SEE THESE PRESENTS, that
_____, as
Principal, and _____ of
_____, as Surety, are held and firmly bound unto the City
and Borough of Wrangell, Alaska in the penal sum of (\$_____) Dollars
(not less than 5% of the total amount of the Bid) for the payment of which sum, well and truly to
be paid to the City and Borough of Wrangell, Alaska, we bind ourselves, our heirs, successors,
executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a Bid to the City and Borough of Wrangell, Alaska,
to perform the Work required, according to the terms of the contract, for the performance of the
below-referenced project:

300-Ton Marine Travel Lift Procurement

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal
is awarded a contract by the City and Borough of Wrangell and, within the time and in the
manner required in the Invitation to Bid and the Instruction to Bidders enters into a written
Agreement on the form bound within the contract documents, furnishes the required certificates
of insurance, and furnishes the Performance Bond and the Payment Bond, then this obligation
shall become null and void, otherwise it shall remain in full force and effect. In the event suit is
brought upon this bond by the City and Borough of Wrangell, Alaska and they prevail, said
Surety shall pay all costs incurred by the City and Borough of Wrangell, Alaska in such suit,
including reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at
_____, this _____ day of
_____, 20_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

Corporate Seal

SURETY

By: _____

Title: _____

Address: _____

Corporate Seal

Instructions for Bid Bond Instrument

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

We, _____ (Name of Contractor), a _____ (Corporation, Partnership, Individual) hereinafter called **PRINCIPAL** and _____ (Surety) of the State of _____ hereinafter called **SURETY**, are held and firmly bound unto the **City and Borough of Wrangell, Alaska**, hereinafter called the **OWNER**, for the penal sum of _____ Dollars (\$ _____) in 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 whereas, the Contractor has entered into a certain contract with the Owner, the effective date of which is _____, a copy of which is hereto attached and made a part hereof for the consideration of:

300-Ton Marine vessel Hoist Procurement

NOW, THEREFORE, if the above bounden **PRINCIPAL** shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the Owner, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that 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, modification, or addition to the terms of the contract, or contract documents, or the Work, or the Specifications.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, 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.

PROVIDED FURTHER, that no final settlement between Owner and the Principal shall

abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

PRINCIPAL

By: _____

Title: _____

Address: _____

Corporate Seal

SURETY

By: _____

Title: _____

Address: _____

Corporate Seal

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

We, _____ (Name of Contractor), a _____ (Corporation, Partnership, Individual) hereinafter called **PRINCIPAL** and _____ (Surety) of the State of _____ hereinafter called **SURETY**, are held and firmly bound unto the **City and Borough of Wrangell, Alaska**, hereinafter called the **OWNER**, for the penal sum of _____ Dollars (\$_____) in 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 whereas, the Contractor has entered into a certain contract with the Owner, the effective date of which is _____, a copy of which is hereto attached and made a part hereof for the consideration of:

300-TON MARINE VESSEL HOIST PROCURMENT

NOW THEREFORE, if the **PRINCIPAL** shall promptly make payment to all persons, firms, Subcontractors, and Corporation furnishing materials for, or performing labor in the prosecution of the Work provided for in such contract, and any extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said work, and for all labor performed in such Work, whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received thereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

As a part of the obligation secured hereby and in addition to the face amount specified therein, 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall

abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

PRINCIPAL

By: _____

Title: _____

Address: _____

Corporate Seal

SURETY

By: _____

Title: _____

Address: _____

Corporate Seal

**AGREEMENT
For**

300-TON MARINE VESSEL HOIST PROCUREMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **City and Borough of Wrangell, Alaska**, a home rule municipality, whose address is Post Office Box 531, Wrangell, Alaska 99929, hereinafter referred to as *the CITY*, and _____, who is licensed and qualified to do business within the State of Alaska, whose address is _____, hereinafter referred to as *the CONTRACTOR*.

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

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:

300-Ton Marine Vessel Hoist Procurement

and in strict conformity with the Contract Drawings and Specifications, including any and all Addenda issued by the City, and with all 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 City within the time for completion as specified in (b) below or, in the event the time for completion is extended by Change Order(s) as provided herein, then within the additional days by which the time is so extended. All changes in time for completion shall be made only by written Change Order to the Contract.

b. All Construction shall be substantially completed no later than _____, 20_____.

Section 3: 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 terms and conditions thereof, the City shall pay Contractor in currency of the United States as follows:

a. If the Bid Proposal calls for a single lump sum price, the City shall pay to the Contractor a Total Contract Amount of \$_____ (In Words: _____).

b. Pursuant to Section 7 of the General Conditions, liquidated damages for failure to complete all bid items and all work called for under the Contract, specified in (b) above, are fixed at zero Dollars (\$0.00) for each calendar day until work is fully and finally completed and accepted by the City.

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

Section 4: 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 Inviting Bids;
3. Instruction to Bidders;
4. Bid Proposal, as accepted;
5. Addenda;
6. Performance Bond;
7. Payment Bond;
8. Certificate of Insurance;
9. Notice of Award;
10. Notice to Proceed;
11. Change Orders;

