

Edna Bay Bulk Fuel Facility Equipment Movement and Placement.

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| OFFER AND AWARD Edna Bay Bulk Fuel Facility Tank and Equipment Placement | 1. CONTRACT FOR: Moving and Placing BFU Equipment | 2. TYPE OF CONTRACT Small Procurement | 3. DATE ISSUED 05/22/2017 | PAGE OF PAGES 1 of 6 |
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

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| 4. CONTRACT NO. EDB-05-18-C103 | 5. REQUISITION/PURCHASE REQUEST NO. N/A | 6. PROJECT NO. N/A |
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| 7. ISSUED BY CITY OF EDNA BAY | 8. ADDRESS OFFER TO CITY OF EDNA BAY PO BOX EDB EDNA BAY, ALASKA 99950 |
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| 9. FOR INFORMATION ON BULK FUEL PROJECT: | A. NAME Tyler Poelstra - City Clerk | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 907-594-6300 |
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C. Send inquiries about this project to the Project Manager via email: clerk@cityofednabay.org

10. THE CITY OF EDNA BAY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

- Attachment A – Technical Specification Index Edna Bay BFU Project
- Attachment B – 30406.00 Edna Bay BFU Project IFC 08-30-2016 (from CRW Engineering)
- Attachment C – Laborers’ & Mechanics Minimum Rates of Pay (Pamphlet 600)
- Attachment D – Northwest Pump & Equipment Co. Product List
- Attachment E – Project Changes
- Attachment F – Contractor Required Information

11. The Contractor shall begin performance within __ calendar days and complete it within __ calendar days after receiving award and notice to proceed. This performance period is ___ mandatory ___ negotiable. *See 13 below (Additional Contract Requirements).*

12A. The Contractor must furnish any required performance and payment bonds? ___ YES X NO 12B. Calendar Days _____
(If "YES," indicate within how many calendar days after award in Item 12B.)

13. ADDITIONAL CONTRACT REQUIREMENTS:

- 1) Work to commence upon Barge arrival and to be completed within 10 calendar days (barring weather as determined by the city project manager).

Edna Bay Bulk Fuel Facility Equipment Movement and Placement.

OFFER (Must be fully completed by offeror)

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| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | 15. TELEPHONE NO. (Include area code) |
| | 16. REMITTANCE ADDRESS (Include only if different than Item 14) |

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this contract, if this offer of \$ _____ is accepted by the City of Edna Bay.

18. The offeror agrees to furnish any required performance and payment bonds.

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| 19A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 19B. SIGNATURE | 19C. OFFER DATE |
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AWARD (To be completed by the City of Edna Bay)

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| 20. AMOUNT \$ | 21. SUBMIT INVOICES TO ADDRESS SHOWN PO Box EDB Edna Bay, Alaska 99950 |
| 22. ADMINISTERED BY CITY OF EDNA BAY | 23. PAYMENT WILL BE MADE BY Myla Poelstra, Treasurer |

SIGNATURE BLOCK

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|---|---|------------------------------------|------------------------|
| 24A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 25A. NAME OF CONTRACTING OFFICER (Type or print) | | |
| 24B. SIGNATURE | 24C. DATE | 25B. CITY OF EDNA BAY BY | 25C. AWARD DATE |

SECTION A--DESCRIPTION/SPECIFICATIONS

A.1. Scope of Contract

Contractor to provide equipment and labor to unload barge of all Edna Bay Bulk Fuel Facility (to be herein referred to as BFF) equipment and move and place tanks and equipment for the BFF. Plans, drawings and associated documents are detailed below in A.3. - Attachments to Statement of Work/Specifications.

Contractor should communicate in writing, by attaching to their bid the requested info in attachment F, that they have the ability and equipment to move and place all BFF components.

It is the contractor's responsibility to be familiar with the plans and changes to the plans. Contractor should contact City Project Manager with any questions prior to placing their bid.

A.2. Project Location

Movement of the tanks and equipment will commence on the barge upon arrival at the LTF area, located west of the Edna Bay Bulk Fuel Facility (to be further referred to as the BFF site), where the barge carrying the equipment will land and to proceed to the BFF site. Tanks and equipment will be set according to plan at Tract A of Alaska State Land Survey No. 2012-68, containing 0.22 acres, more or less, according to the survey plat recorded in the Ketchikan Recording District on November 03, 2014, as Plat 2014-16...

A.3. Attachments to Statement of Work/Specifications

- Attachment A – Technical Specification Index Edna Bay BFU Project
- Attachment B – 30406.00 Edna Bay BFU Project IFC 08-30-2016 (from CRW Engineering)
- Attachment C – Laborers' & Mechanics Minimum Rates of Pay (Pamphlet 600)
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SECTION B--PACKAGING AND MARKING

B.1. Project Labeling for Official Correspondence

The City of Edna Bay singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The City of Edna Bay issued contract number is to be referenced on all official communication starting upon notice of award.

SECTION C--DELIVERIES OR PERFORMANCE

C.1. Commencement, Prosecution, and Completion of Work

Once the Contractor receives the notice to proceed the Contractor shall be required to (a) commence work under this contract upon arrival of the delivery barge. This date will be provided to the contractor as soon as it is available. Once work begins the contractor is expected to (a) prosecute the work diligently, and (b) complete the entire work ready for use not later than 10 days (barring weather as determined by the city project manager). The time stated for completion shall include final cleanup of the premises.

C.2. Suspension of Work

The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the **work** of this contract for the period of time that the Contracting Officer determines appropriate as needed for the City.

SECTION D--SPECIAL CONTRACT REQUIREMENTS

D.1. Landscape Preservation

Confine operations to within the area designated for the project.

- a. Do not discharge hydrocarbon products on the ground, use them for road oiling, or bury them in a landfill.
- b. Do not operate mechanized equipment in live streams without written approval of the Project Manager.

D.2. Use of Premises

Contractor is authorized to use roads in the immediate construction project area for performance of work under this contract. Such roads are those which are necessary for direct access to BFF pad, equipment unloading ramps, and other approved work areas.

Contractor is responsible for and will perform maintenance on roads in the construction area commensurate with his use. Perform road maintenance at such intervals that prevent deterioration of the roadway, or as directed by the City Project Manager. Roadways shall be left in as good as or better condition than when work commenced.

D.3. Permits and Permission

Contractor is responsible for obtaining all permits, land use permissions, and sites unless the city already specifically provided said items. All permits/permission obtained by the contractor shall be in writing and provided to the City Project Manager. *For this project no permits are anticipated.*

D.4. Safety and Public Notification

Warning signs shall be placed at the proper locations to warn the public of road work or work in the vicinity of which they need to be aware for safety purposes. A notice of where and when the public might expect delays or closures due to project work shall be placed at the dock and store bulletin boards.

D.5. Damage to Structures

The Contractor shall be held liable for any damage caused by his/her personnel or equipment to any existing bridges, ditches, culverts, signs, riprap, or other structures or roadways. Repair of structures damaged by the Contractor's operations, shall be the Contractor's responsibility at no cost to the City of Edna Bay.

D.6. Other Contracts

The City of Edna Bay may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with City employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the City Project Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City employees.

SECTION E--CONTRACT ADMINISTRATION DATA

E.1. Post Award Conference

A post award or pre-work conference with the successful offeror is required. It will be scheduled within a reasonable time after award and prior to the issuing of a Notice to Proceed.

E.2. Contract Administration

This contract will be administered by the Contracting Officer located at:

City of Edna Bay
PO Box EDB
Edna Bay, AK 99950

All matters related to the performance of this contract shall be coordinated through the City Project Manager.

E.3. Insurance Requirements

Contractor shall have in place, at its sole expense, and at all times during the term of the contract the following policies of insurance:

- a) Worker's Compensation - Alaska state law requires that most employers have Worker's Compensation Insurance for their employees. The City of Edna Bay furnishes contact award information to the Alaska Department of Labor. Failure to comply with the State Worker's Compensation Law's can be a felony offense in Alaska. For the definitions of "employer," "employee," and "subcontractor," rates of compensation, and other pertinent information contact:

Alaska Department of Labor Worker's Compensation Division
PO Box 115512
Juneau, AK 99802-5521
Ph# (907) 465-5875 (direct) 1-888-372-8330 (toll-free) 907-465-2797 (fax)

- b) Liability Insurance – Comprehensive (Commercial) General Liability Insurance with coverage limits not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and annual aggregate where generally applicable; including premise operations, independent contractors, products /completed operations, broad form property damage, blanket contractual, and personal injury and pollution liability endorsements. Contractor shall list the City of Edna Bay as additional insured.
- c) Automobile Liability – Covering all vehicles used in project work with combined single limits no less than \$1,000,000.00 each occurrence.

All of the above insurance coverage shall be considered to be primary and non contributory to any other insurance carried by the City of Edna Bay, whether self insurance or otherwise.

E.4. Current Prevailing Rates of Wage and Employment Preference

When State Funds are utilized, "Little Davis Bacon," is required. For projects that are State funded, contractors are also required to use local residents where they are available and qualified in accordance with AS 36.10.150-180, and 8 AAC 30.064 - 088.

- a) To the extent required by Federal and State law construction projects may require contractors to pay minimum rates of pay for specific classes of workers and provide certified payrolls to the State Department of Labor. The current wage rates can be found at the following web site: <http://www.labor.state.ak.us/lss/pamp600.htm>

E.5. Declaration of Suspension and Debarment

The offeror, and or any of its principals, attests they are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency.

E.6. Inspection of Construction

- Daily inspection of construction activities will be performed by the Project Manager.
- Contractor will comply with the requirements of data collection and provide a report to the Project Manager upon request.

E.7. Acceptance

Upon completion of the designated contract items, a final inspection will be performed by the City Project Manager. Following satisfactory review, a statement will be issued to the contractor that all work is complete. The contractor may then submit an invoice to the City for payment. Payment will be issued within 30 days.