

City of Unalaska
FY20 ANNUAL FACILITY PAINTING AND 3-YEAR PAINTING CONTRACT
DPW File 29-240

Addendum 2, July 5, 2019

Page 1 of 2

Addendum No. 2

Owner: City of Unalaska

Project: **FY20 ANNUAL FACILITY PAINTING AND 3-YEAR PAINTING CONTRACT**
DPW File 29-240

Date: July 5, 2019

Please acknowledge receipt of this Addendum No. 2 in the appropriate blanks on the bid form.

The following corrections, changes, additions, deletions, revisions, and/or clarifications are hereby made a part of the contract documents for the subject project. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence.

Item 1: CONTRACT DOCUMENTS AND SPECIFICATIONS dated June 14, 2019, Part 1 Bidding Requirements, Section 00030 Invitation to Bid, Page 1:

Delete "Work includes a 3-year painting contract using unit prices established in the bid proposal."

Replace with "The Agreement is for one year with a renewal option. Renewals will be on an annual basis not to exceed two (2) one-year renewals on the same terms and conditions set forth in the original Contract subject to mutual agreement on lump sum or unit prices for future Work to-be-determined in the renewal period. Exercise of the renewal option will be made at the discretion and election of the OWNER."

Item 2: CONTRACT DOCUMENTS AND SPECIFICATIONS dated June 14, 2019, Part 1 Bidding Requirements, Section 00030 Invitation to Bid, Page 3 Engineer's Estimate:

Delete ".....Project Classification C or D."

Replace with ".....Project Classification A."

The initial estimate for this work is \$0 - \$100,000 to match available funding. The City retains the right to exercise their option of issuing two 1-year contract extensions using unit prices from the bid form and/or to negotiate lump sum costs for future painting projects. It is anticipated some of the listed facilities listed will be fully painted inside the 3-year Contract/Option window.

Item 3: CONTRACT DOCUMENTS AND SPECIFICATIONS dated June 14, 2019, Part 1 Bidding Requirements, Section 00300 Bid Form:

Delete Quote Proposal Form, Page 00300-6 (1-page)

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Replace with Bid Proposal Form (1-page, attached to this Addendum)

Item 4: CONTRACT DOCUMENTS AND SPECIFICATIONS dated June 14, 2019, Part 2 Contract Forms, Section 00500 Standard Form of Agreement:

Delete CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT in its entirety (16-pages).

Replace with STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR (5-pages, attached to this Addendum)

Item 5: CONTRACT DOCUMENTS AND SPECIFICATIONS dated June 14, 2019, Part 6 Appendices, APPENDIX B – EXHIBITS:

Add the Following: FY20 Painting Updates (1-page, attached to this addendum).

This page better describes the painting scope. This written list is to be used in conjunction with the photos included as Exhibits 1 through 7. The written descriptions are intended to better define the scope of work at the individual sites.

Item 6: CONTRACT DOCUMENTS AND SPECIFICATIONS dated June 14, 2019, Part 6 Appendices, APPENDIX B – EXHIBITS, Exhibit 3:

Add the Following: Additional Photos of Elementary School (6-pages, attached to this addendum).

End of Addendum No. 2

Attachments

Item 3, Bid Proposal Form, 1-page

Item 4, Standard Form of Agreement Between the Owner and Contractor, 5-pages

Item 5, FY20 Painting Updates, 1-page

Item 6, Additional Photos of Elementary School, 6-pages

BID PROPOSAL
FY20 ANNUAL FACILITY PAINTING AND 3-YEAR PAINTING CONTRACT

ITEM NO.	EST. QUANT.	UNIT	DESCRIPTION (Write Unit Bid Price in Words)	UNIT PRICE	TOTAL PRICE
1	All	Lump Sum	Amaknak Fire Hall _____ per lump sum		
2	All	Lump Sum	City Hall _____ per lump sum		
3	All	Lump Sum	Eagles View Elementary School _____ per lump sum		
4	All	Lump Sum	Unalaska High School _____ per lump sum		
5	All	Lump Sum	Four Plex _____ per lump sum		
6	All	Lump Sum	Eight Plex _____ per lump sum		
7	All	Lump Sum	Carl E. Moses Boat Harbor _____ per lump sum		
A	160	Hour	Labor for Painting Work (Regular Time) _____ per man hour		
B	40	Hour	Labor for Painting Work (Overtime) _____ per man hour		
C	20	\$/day	Per Diem and Lodging per Day per Worker _____ per man day		
D	All	Allow- ance	Material Allowance _____ per allowance	\$5,000.00	\$5,000.00

Total Bid Price: _____

Total Bid Price (in words): _____

Bidding Company: _____

Name (Printed): _____

Signature: _____ Date: _____

Contractor's License No. _____ Business License No. _____

Section 00500
STANDARD FORM OF AGREEMENT
BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019, by and between the City of Unalaska (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

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

The work will include, but not be limited to, furnishing all labor, tools, equipment, and materials and performing all operations in connection with the **FY20 ANNUAL FACILITY PAINTING AND 3-YEAR PAINTING CONTRACT**.

1. Project Locations: Within the City of Unalaska, projects are at the following locations:
 - a. Amaknak Fire Hall
 - b. City Hall
 - c. Eagle's View Elementary School
 - d. Unalaska High School
 - e. Four Plex
 - f. Eight Plex
 - g. Carl E. Moses Boat Harbor
2. Owner: City of Unalaska, Department of Public Works

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consists of the following:

- Appendix B - Exhibits
- Technical Specifications
- Agreement
- State of Alaska Title 36 Wage Rate Requirements and Federal Davis Bacon Requirements
- Instructions to Bidders
- Bid Forms
- Performance Bond
- Payment Bond
- General Conditions

- Supplementary Conditions
- Permits
- Addenda numbers _____ to _____, inclusive.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.

Article 2. CONTRACT TIME

- 2.1 The CONTRACTOR is allowed **365-days** following the Notice-to-Proceed for this work. This is a 1-year contract with two 1-year extension options.
- 2.2 Liquidated Damages. The OWNER and 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 times specified above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. These losses include inconvenience to the City, administration and inspection costs, loss of efficiency and general inconvenience to the public. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified above for *Final Completion* and readiness for final payment.
- 2.3 The Agreement has a renewal option. Renewals will be on an annual basis not to exceed two (2) one-year renewals on the same terms and conditions set forth in the original Agreement subject to mutual agreement on lump sum or unit prices for Work in the renewal period. Exercise of the renewal option will be made at the discretion and election of the OWNER.

Article 3. CONTRACT PRICE

- 3.1 The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount equal to sum of the established unit prices for each separately identified item of unit price work multiplied by the measured quantity of actual items installed plus the sum of the lump sum prices for each separately identified and selected bid item (herein referred to as the "Contract Sum"). The Contract sum is based upon the Bid Items which are set forth in the Contract Documents and which are hereby accepted by the OWNER.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Applications for Payment will be processed by the OWNER as provided in the General Conditions.

- 4.1. Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the

work measured by the actual installed quantity of items, plus allowances for stockpiled materials.

4.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 (paragraph 13.8) of the General Conditions and the Supplemental Conditions.

- a. Ninety percent of work completed.
- b. Once 50 percent of the work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.

4.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 of the General Conditions.

4.2. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; Affidavit of Release of Liens; and Receipt of Consent of Surety Company to Final Payment, the OWNER shall pay the remainder of the Contract Price as provided in said Article 13.

4.2.1 Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, port and harbor fees, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

Article 5. INTEREST ON RETAINAGE

All retainage shall bear interest at the rate required by AS 36.90.250, if applicable.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

- 6.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.4 of the General Conditions.
- 6.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5. CONTRACTOR has given the OWNER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the OWNER is acceptable to CONTRACTOR.

Article 7. MISCELLANEOUS

- 7.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 7.2. The CONTRACTOR shall submit the Performance Bond, Labor and Material Payment Bonds, and Certification of Insurance and City of Unalaska business licenses and all Subcontractor City of Unalaska business licenses as required by the Contract Documents, prior to commencement of the Work. The Performance and Material Payment Bonds shall be in the amount of 100% of the contract bid price. **Contractor shall comply with all applicable Federal and State labor regulations, including State of Alaska Title 36, Public Contracts, otherwise known as the Little Davis-Bacon Act, and all labor regulations and minimum rates of pay contained therein.**
- 7.3. 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 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.

- 7.4. 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 covenants, agreements, and obligations contained in the Contract Documents.
- 7.5 Until Contractor receives notice from the City that project records need not be preserved, Contractor shall preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its subcontractors' or agents' possession or control, or that come into its or its subcontractors' or agents' possession or control that relate to the Work.

IN WITNESS WHEREOF, The OWNER and CONTRACTOR have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

This Agreement will be effective on _____, 20____.

CONTRACTOR

CITY OF UNALASKA, ALASKA

By: _____
_____, Its _____

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__, by _____, the _____ of _____,

_____,
a _____ Corporation, on behalf of the corporation.

By: _____
Erin Reinders, City Manager

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by Erin Reinders, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of Alaska
My Commission Expires _____

Notary Public, State of Alaska
My Commission Expires _____

FY20 Painting Updates

1. Amaknak Fire Hall (Exhibit 1)
 - A. Paint two canopies above two entrance doors white
 - B. Paint one air supply hood white
 - C. Paint one canopy above electrical service white
 - D. Paint three overhead doors and frames white
 - E. Paint four front bollards safety yellow
 - F. Paint bottom 8" of siding panels white on all four sides of building
 - G. Paint touch-up fuel tank white
2. City Hall (Exhibit 2)
 - A. Paint bottom base of two light poles in West parking lot
 - B. Paint bottom building trim to match existing color
4. Elementary School (Exhibit 3)
 - A. Paint two canopies cross members in the front and back of the school white
 - B. Paint twenty columns around the outside of the school TNEMEC F180-27YW Yellow Pine
 - C. Paint wind guard framing on East side of the school TNEMEC F180-27YW Yellow Pine
 - D. Paint yellow steel tubing under the awning TNEMEC F180-27YW Yellow Pine
 - E. Paint fuel tank and steps white
5. High School (Exhibit 4)
 - A. Paint 75 doors and frames
 - B. Paint Band room walls
 - C. Paint touch-up fuel tank white
6. Four-Plex (Exhibit 5)
 - A. Power wash, caulk, and paint bottom trim plate around base of 4-Plex dark grey on all four sides
 - B. Paint two south front decks blue to somewhat match the blue roof
 - C. Power wash four back decks
7. Eight-Plex (Exhibit 6)
 - A. Paint four bollards around fuel tank safety yellow
8. C.E.M. Carl E. Moses fuel tank and various building trim (Exhibit 7)
 - A. Paint bottom part of building where it was previous shellacked
 - B. Paint touch-up fuel tank white

ADDENDUM 2
FY20 ANNUAL FACILITY PAINTING CONTRACT
APPENDIX B
Exhibit 3
Elementary School – Additional Photos

Addendum 2
Item 6
July 5, 2019



ADDENDUM 2
FY20 ANNUAL FACILITY PAINTING CONTRACT
APPENDIX B
Exhibit 3
Elementary School – Additional Photos



ADDENDUM 2
FY20 ANNUAL FACILITY PAINTING CONTRACT
APPENDIX B
Exhibit 3
Elementary School – Additional Photos



ADDENDUM 2
FY20 ANNUAL FACILITY PAINTING CONTRACT
APPENDIX B
Exhibit 3
Elementary School – Additional Photos



ADDENDUM 2
FY20 ANNUAL FACILITY PAINTING CONTRACT
APPENDIX B
Exhibit 3
Elementary School – Additional Photos



ADDENDUM 2
FY20 ANNUAL FACILITY PAINTING CONTRACT
APPENDIX B
Exhibit 3
Elementary School – Additional Photos

