

**AGREEMENT
FOR
KETCHIKAN AIRPORT PARKING LOT RESTROOM**

THIS AGREEMENT made and entered into this ___ day of _____, 2011, by and between the **KETCHIKAN GATEWAY BOROUGH**, a municipal corporation, 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901, hereinafter called "**Owner**," and **S.E.A. Island Construction**, whose address is 3333B South Tongass Highway, Ketchikan, AK, 99901 and is licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**."

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:

KETCHIKAN AIRPORT PARKING LOT RESTROOM

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 these Contract Documents.

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 the terms and conditions thereof, the **OWNER** shall pay the **CONTRACTOR** in currency of the United States, as follows:

(a) 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 except as specifically provided in the General Conditions. 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 base contract amount is One Hundred Sixty-Four Thousand, Five Hundred Eighty-Seven Dollars (\$164,584) plus Five Thousand Five Hundred Dollars (\$5,500) to include the alternate bid price, making the total contract amount One Hundred Seventy Thousand and Eighty-Four Dollars (\$170,084).

It is further agreed that the **CONTRACTOR** shall start all work and construction within fourteen (14) 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 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:

This Agreement with the following Exhibits:

- Exhibit A Notice to Contractors Inviting Bids;
- Exhibit B Invitation to Bid, Addendum No. 1 & Addendum No. 2;
- Exhibit C Notice of Award;
- Exhibit D Bid Proposal as accepted;
- Exhibit E Contract Forms: Change Orders; Request for Payment; Release, Waiver, and Discharge of all Claims and Liens;
- Exhibit F Performance and Payment Bond;
- Exhibit G Notice to Proceed;
- Exhibit H Certificate of Insurance;
- Exhibit I State of Alaska, Department of Labor, Schedule of Laborer's and Mechanic's Minimum Rates of Pay, dated April 2011 as hereafter amended from time to time;
- Exhibit J General Conditions;
- Exhibit K Engineering Specifications;
- Exhibit L Construction Drawings;
- Exhibit M Contractors Schedule of Values.

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

OWNER:

KETCHIKAN GATEWAY BOROUGH

By: _____
Dan Bockhorst, Borough Manager

ATTEST:

Kacie Paxton, Borough Clerk

Approved as to Form:

By: _____
Scott Brandt-Erichsen, Borough Attorney

Certified Funds Available

By: _____
Mike Houts, Finance Director
Account No. 701-10-010-6540

S.E.A. Island Construction:

By: _____
Signature of authorized officer

(Title)

BOROUGH ACKNOWLEDGMENT

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

THIS IS TO CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAN BOCKHORST** to me known to be the **BOROUGH MANAGER** of the **KETCHIKAN GATEWAY BOROUGH**, a first class **BOROUGH**, the entity which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

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

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

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

THIS IS TO CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KACIE PAXTON** to me known to be the **CLERK** of the **KETCHIKAN GATEWAY BOROUGH**, a first class **BOROUGH**, the entity which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said entity; who acknowledged to me that she signed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

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

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

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

THIS IS TO CERTIFY that on this _____ day of _____, 2011, 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 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.

(Seal)

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

