

**City of Kodiak**  
**St. Paul Harbor Fender Piling Replacement**  
**PN 21-07/8523**  
**Addendum No. 1**  
**January 29, 2024**

The following change(s) and/or clarification(s) are made to the Plan and Specification Documents of Invitation to Bid for the St. Paul Harbor Fender Piling Replacement PN 21-07/8523:

**1. Extension of time for bid acceptance.**

For the reason that No Bids were received during the Bid Opening held on January 17, 2024, Bids will be accepted at the City of Kodiak office of the City Manager, 710 Mill Bay Road, Room 114, Kodiak, Alaska 99615 until 2:00 p.m. on February 28, 2024.

**2. Invitation to Bid**

- a. Replace in its entirety

**3. Instructions to Bidders**

- a. Replace Page 2 of 3 with the following page

**4. Bid Form**

- a. Replace Page 2 of 2 with the following page

**5. Agreement**

- a. Replace Page 1 of 3 with the following page

**\* End Addendum No. 1 \***

**CITY OF KODIAK**  
**INVITATION TO BID**

Sealed Bids for the St. Paul Harbor Fender Piling Replacement PN 21-07/8523 will be received by the City of Kodiak at the office of the City Manager, 710 Mill Bay Road, Room 114, Kodiak, Alaska 99615 until 2:00 p.m. on **Wednesday, February 28, 2024** and then publicly opened and read aloud in the City's Conference Room.

Bidding Documents may be examined at the Engineering Department, 2410 Mill Bay Road, Kodiak, Alaska or call (907) 486-8065. Copies may be obtained upon a payment of a non-refundable charge of \$40.00 per set or they may be viewed and downloaded online without charge at <http://www.city.kodiak.ak.us/rfps>.

A Bid Bond in the amount of ten percent (10%) of the amount bid will be required with good and sufficient surety or sureties acceptable to the City.

The City of Kodiak reserves the right to waive any informality or to reject any and all bids.

December 13, 2023

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Mike Tvenge  
City Manager

Date of Invitation

Published: Kodiak Daily Mirror on December 13, 15, 22, and January 5

### 3. Preparation and Submission of Bids

- A. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. Bids shall be submitted in a sealed envelope addressed to:

City Manager  
710 Mill Bay Road, Room 114  
Kodiak, Alaska 99615

The envelope must be plainly marked with:

**Bid Documents:**

St. Paul Harbor Fender Piling Replacement PN 21-07/8523

**To be Opened:**

2:00 p.m. on **Wednesday, February 28, 2024**

- B. Bidders must quote a unit price or lump sum price, as requested, on all items, unless specifically allowed to bid on only a portion of the items within the Bid Form. Bidders are warned that failure to quote on all items shall disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words, “No Bid” in the space provided for any item where no quotation is made. If erasures or other changes appear on the forms, the person signing the Bid must initial each such erasure or change.
- C. Bids shall be typed or written in ink for each Bid item called for. The Bid shall be submitted in both words and figures. If there is a discrepancy between the written words and figures, the written words shall govern. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate Bids not called for, qualified Bids, or irregularities of any kind.
- D. All Addenda shall be acknowledged individually on the Bid Form.
- E. Copies of the Bidders Alaska Contractor’s Certificate and Alaska Business License must accompany the Bid.
- F. Any Bid received after the exact time specified for receipt will not be considered.
- G. Modifications of Bids by fax will not be considered.
- H. The City of Kodiak reserves the right to waive any informality in Bids received when such waiver is in the interest of the City.

### 4. Bid Bond

- A. Each Bid shall be accompanied by a certified check, cashier’s check or bid Bond, in the amount of ten percent (10%) of the total amount of the Bid. Bid Bonds for the three low Bidders may be held until the Contract is executed. All other bid Bonds will be returned within seven Calendar Days of the Bid opening. Power-of

**CITY OF KODIAK**

**BID FORM**

Project: St. Paul Harbor Fender Piling Replacement PN 21-07/8523

Date of Invitation: December 13, 2023

Name of Bidder \_\_\_\_\_

Bidder is: \_\_\_\_\_ An Individual

\_\_\_\_\_ A Partnership

\_\_\_\_\_ A Corporation in the State of \_\_\_\_\_

\_\_\_\_\_ A Joint Venture

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**This Bid shall be sealed in an envelope addressed to:**

City Manager  
710 Mill Bay Road, Room 114  
Kodiak, Alaska 99615

**The envelope shall be clearly marked:**

Bid Documents: St. Paul Harbor Fender Piling Replacement PN 21-07/8523

To be Opened: 2:00 p.m. AKST on **Wednesday, February 28, 2024**

**CITY OF KODIAK  
AGREEMENT**

This Agreement is between the City of Kodiak (hereinafter called OWNER) and an \_\_\_\_\_

- Individual                                       Partnership                                       Joint Venture  
 Corporation in the State of \_\_\_\_\_                                       Limited Liability Company  
(hereinafter called CONTRACTOR).

The OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**1. Work**

- A. The CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:  
St. Paul Harbor Fender Piling Replacement PN 21-07/8523  
Work: Replace 12 fender piling on Oscar’s Dock and 5 fender piling on Dock 1 in accordance with the attached plans and specifications.
- B. Comply with the attached USACE permit POA-1995-00373 including Protected Species Observer (PSO) measures.

**2. Engineer**

- A. The City Engineer is hereinafter called ENGINEER and is to act as the OWNER’s representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**3. Contract Times and Liquidated Damages**

- A. The CONTRACTOR will achieve Final Completion on or before **June 15, 2024**.
- B. The OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. Accordingly, the CONTRACTOR agrees to pay the OWNER the liquidated damages set forth in Division 100, Article 14.08, paragraph B.

**4. Bonds and Insurance**

- A. When CONTRACTOR delivers the executed counterparts of the Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such bonds as CONTRACTOR may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably