# CITY OF CRAIG REQUEST FOR PROPOSALS CRAIG HARBORS CONDITION SURVEY

Response deadline: 2:00 PM, local time Wednesday, January 29, 2020

The City of Craig seeks production of a report documenting the condition of the harbor facilities identified in this RFP.

## **Project and Background**

The City of Craig owns and operates five dock and harbor facilities. The five are:

- 1. JT Brown Industrial Park Dock;
- 2. North Cove Harbor:
- 3. South Cove Harbor;
- 4. City Dock;
- 5. Craig Seaplane Float.

The five facilities include various ramps, grids, cranes, lighting, electrical, and water utility lines. A condition survey of the facilities is needed in order to ascertain their current condition of and to prioritize long-term funding for needed upgrades and improvements to the facilities. The work product from this project will function as a master maintenance plan for the harbors.

Provide a draft and final condition survey report that includes the following tasks:

- 1. Calculate, document, and report vehicle capacity load limits for the North Cove approach, City Dock, and drive down ramp at the float plane facility.
- 2. Determine and report structural condition of wood and steel piling at docks and floats.
- 3. Make recommendations for any needed repairs to and protection for steel piling and metal fixtures from electrolysis.
- 4. Estimate remaining useful life of all docks and floats.
- 5. Estimate remaining useful life of floating breakwater at North Cove Harbor.
- 6. Inspect, report on condition of, and recommend improvements to:
  - a. electrical systems, including conductor, pedestals, and panels.
  - b. lighting system, including conductor and fixtures, at South Cove.
  - c. grids at North Cove, South Cove, and City Dock.
  - d. water distribution systems at North Cove, South Cove, and City Dock, including lines, valves, and fittings.
  - e. walk-down ramps at North Cove, South Cove, and City Dock.

# Proposal Requirements, Evaluation Criteria and Selection Process

# **Proposal Requirements**

The project consists of furnishing all professional services necessary to prepare and provide a written condition survey for the identified facilities. Work will require above water and below water inspections, including photo documentation.

Proposals that do not address the items listed in this section may be considered incomplete and may be deemed non-responsive by the City of Craig at its sole discretion. It is the responsibility

City of Craig
Request for Proposals – Harbor Condition Survey
December 2019 – Page 2 of 13

of the firms submitting proposals to determine the actual efforts required to complete the project. Proposals shall include the following:

- 1. A brief description of the firm including its experience and the key individual's experience. Brief resumes of the lead engineer and key technical personnel to be assigned to this project. Discuss the experience of these persons and relate that experience to this project. Include what portion of this contract each person would be working on.
- 2. Provide a list of relevant projects designed by or under the direction of the individual or firm submitting the proposal. Provide client references.
- **3.** A description of bidder's understanding of the project, the proposed work plan and the proposed schedule bidder intends to follow in order to complete the condition survey field work and written draft report by May 6, 2020, and complete a final report within 30 days of receipt of city's comments on the draft report.

#### **Fee Rate Schedule**

1. Provide a statement of the services to be provided within the fee proposal and provide a fee schedule to be used in billing for services.

#### **Evaluation and Selection Process**

The City of Craig bid selection committee will evaluate the proposals and make an award decision based on the following criteria:

- 1. Qualifications and experience of the engineering team and project manager based on the submitted proposal and experience of the bidder with similar projects. The project manager is contact point for the City of Craig and directly responsible for successful completion of the work.
- **2.** Ability to meet design schedule. Proposal clearly reflects that the firm could meet the schedule identified in this request for proposals.
- **3.** Scope of work. Evidence that firm expresses a clear understanding of the scope of work and that proposal contains all information requested in the RFP.
- **4.** Fee proposal. Fee proposals will cover all services as outlined in this Request for Proposals. The fee proposal should show clearly the proposed cost.

Proposals shall be scored on the following basis:

Experience in similar projects: 35 points
Ability to Meet Project Schedule: 25 points
Scope of Work 25 points

• Fee proposal: 15 points **Total – 100 points** 

Proposer shall provide three proposal copies which must be sealed and clearly labeled "Craig Harbors Condition Survey". Proposals are due at Craig City Hall (500 Third Street Craig, Alaska) no later than 2:00 PM, local time on January 29, 2020. Faxed or e-mailed proposals will not be accepted. Proposers may submit proposals via US Mail to PO Box 725 Craig, AK 99921. Proposers are solely responsible for physical delivery of proposals to Craig City Hall by the specified deadline.

City of Craig
Request for Proposals – Harbor Condition Survey
December 2019 – Page 3 of 13

Technical questions regarding this project must be in writing and sent by e-mail to <a href="https://harbormaster@craigak.com">harbormaster@craigak.com</a>. Questions responded to by the city will be answered in writing and treated as an addendum to the proposal packet.

Interested proposers have the responsibility of understanding what is required by this solicitation. The City of Craig shall not be held responsible for any firm's lack of understanding. This solicitation contains is a brief description of the subject facilities. The city specifically makes no representations as to the conditions of the facilities and no employee, city council member, the Mayor or any other representative of the city has authority to make any oral or written representations as to the conditions of the project site.

Only Proposals received prior to the date and time specified and received at the location specified will be considered. No contract shall be in effect until the City of Craig executes a written agreement subject to final approval by the Craig City Council.

#### **Additional Information**

#### **Review of Job Site**

Prospective bidders are strongly encouraged to view the job site before submitting a proposal.

#### Award.

The City of Craig may award a contract for the solicited work to the responding party achieving the highest score, subject to other criteria listed in this Request for Proposals. The City of Craig reserves the right to withdraw this request at any time, and may reject any and proposals. The City of Craig shall not compensate any firm for preparation of proposals made in response to this request.

Upon award of the successful proposal, the proposer shall provide the city:

- 1. Proof of insurance, with the City of Craig named as an additional insured;
- 2. A calendar showing start and finish dates of work.

**Qualifications.** By submitting a bid, the Contractor warrants that it is qualified to perform the work described in accordance with all applicable codes, standards, and regulations.

**Firm Offer.** For the purpose of award, offers made in accordance with this Invitation for Bids (IFB) must be held firm for a period of 30 calendar days from the date of the bid opening. Bids shall consist of a single, lump sum amount to complete the scope of work.

**Rejection of Proposals.** The City of Craig reserves the right to reject any and all bids and to waive any informality in the bids received whenever such rejection or waiver is in the best interest of City of Craig. City of Craig also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise.

City of Craig
Request for Proposals – Harbor Condition Survey
December 2019 – Page 4 of 13

Contractors must be in good standing with City of Craig, and not debarred from Federal and/or State projects.

Owner's Responsibility. City of Craig is the owner and responsible for administering the contract.

**Questions**. All questions on this bid should be directed in writing at info@craigak.com. Questions are due no later than seven days prior to bid opening.

**Quality of Work.** The Contractor shall be responsible for the supervision and control of all work; the safety of the workers; and assurance that the quality of work and character of workers, conform to all applicable laws and regulations.

**Acceptance of Work.** Should the Contractor fail to meet the required specifications, the Contractor shall immediately complete the Project as specified, at no additional cost to the City of Craig.

**Award of Contract.** City of Craig reserves the sole right to cancel the Contract, in whole or in part, immediately, in the event of the contractor's failure to perform the work in conformance with the Contract Documents.

**Payment Schedule.** Payment will be made within 30 days upon receipt of invoice after completion of work and acceptance of work by the City of Craig. Material receipts (if any) shall accompany invoices for materials received.

Minimum Wage. If the construction contract amount is greater than or equal to \$25,000, the Contractor shall at all times pay not less than the minimum wage per hour for each classification of laborers, workers, or mechanics as set forth in the general prevailing wage rate schedule applicable at the time the work is performed published by the State of Alaska, as amended from time to time, and shall comply with all other provisions of Alaska Statutes, Title 36, Chapter 5 (Wages and Hours of Labor). Each Bidder, by submitting a bid proposal, acknowledges and represents they have familiarized themselves with the prevailing wage rates and agree to pay and comply with said requirements relating to minimum wages, including administrative and filing fees due to the State of Alaska.

**Liability.** The Contractor shall hold and save the City of Craig, its officers, agents, and employees harmless from liability of any nature. This includes any costs, expenses, suits or damages of any kind sustained by any person(s) or property by any virtue of performance resulting from the Project, unless arising from carelessness or negligence by the City of Craig, which will be apportioned on a comparative fault basis.

**Disputes and Lien Release:** Any disputes shall be handled in accordance with City of Craig's procurement policy. The contractor warrants that they waive any right to lien against the subject property, and that they shall save harmless the property owner from any liens or claims arising out of this construction contract.

City of Craig Request for Proposals – Harbor Condition Survey December 2019 – Page 5 of 13

**Due Date and Time.** Proposals must be received at Craig City Hall by 2:00 p.m. Wednesday, January 29, 2020. Only bids received by the due date and time will be accepted.

**Register**. While bid documents are available for download at no cost, Bidders must register with the City of Craig in order to ensure receipt of RFP addendums. Bidders may register by sending an e-mail with the bidder's name, e-mail address, and telephone number to the City of Craig at <a href="mailto:info@craigak.com">info@craigak.com</a>.

## **INFORMATION FOR BIDDERS**

**1. BACKGROUND INFORMATION**. The City of Craig owns and operates certain harbor facilities identified in this RFP. This project will produce a harbor condition survey for use by the city in planning future harbor improvements.

While RFP documents are available for download at no cost, Bidders must register with the City of Craig in order to ensure receipt of RFP addendums. Bidders may register by sending an email with the Bidder's name, e-mail address, and telephone number to the City of Craig at info@craigak.com.

**2. PREPARATION OF BID FORMS**. The City of Craig, hereinafter referred to as the OWNER, invites plan/build proposals to produce a harbor condition survey. Bid documents to be submitted at such time and place as is stated in the public notice inviting bids.

All bids must be submitted in sealed envelopes bearing on the outside the name of the project for which the proposal is submitted. It is the sole responsibility of the Bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

- <u>3. SIGNATURES</u>. All proposals shall provide all information requested herein, and shall be signed by the Bidder or his authorized representative, with his US Mail and e-mail address.
- **4. MODIFICATIONS**. No modifications may be made to submitted proposals. Bidders may request that submitted proposals received by the city be discarded in favor of updated proposals, so long as an updated proposal is received prior to the bid deadline.
- **5. ERASURES.** The bid submitted must not contain any erasures interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the corrections the surname of the person or persons signing the bid.
- **6. EXAMINATION OF THE SITE, DRAWINGS, ETC**. Each Bidder shall visit the site of the proposed work and fully investigate and acquaint himself with the conditions relating to the work and labor, including taking of soils or other tests, so that he may fully understand the facilities, difficulties, soils and other conditions and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any forms, instrument or addendum or other document or to visit the site, take and make soils or other tests, and fully acquaint himself with conditions there existing shall in no way relieve the Bidder from obligations with respect to his bid or to full performance of the Contract and for the price bid. The submission of a bid shall be taken as conclusive evidence of compliance with this section.
- <u>7. ADDENDA</u>. Bidders acknowledge they bear full responsibility for downloading from the City of Craig web site any and all posted addenda to this RFP.

- **8. CONTRACTOR'S LICENSING LAWS**. All Bidders shall be licensed at the time of submitting a bid in accordance with the laws of the State of Alaska and any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws and the Bid Proposal of such Bidders may be rejected.
- **9. QUALIFICATION OF BIDDERS**. Each Bidder shall be duly licensed, qualified, skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth his licensing, qualification, experience and the experience, knowledge and ability of the personnel available for employment in responsible charge of the work shall be submitted by the Bidder when requested by the OWNER.

It is the intention of the OWNER to award a contract to the Bidder submitting the most qualified bid and who furnishes satisfactory evidence that he has the requisite licenses, qualifications, experience and ability and that he has sufficient capital, facilities and plans to enable him to prosecute the work successfully and properly, and to complete the work within the time specified in the Contract.

To determine the degree of responsibility to be credited to the Bidder, the OWNER will weigh any evidence that the Bidder, or personnel available for employment in responsible charge of the work, have satisfactorily performed other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress and other factors, including:

- a) The ability, capacity and skill of the Bidder to perform the Contract.
- b) Whether the Bidder can perform the Contract within the time specified, and without delay
- c) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d) The quality of the Bidder's performance on previous contracts.
- e) The previous and existing compliance by the Bidder with laws and ordinances relating to this and other contracts.
- f) The sufficiency of the financial resources and the ability of the Bidder to perform the Contract.
- **10. POSTPONEMENT OF OPENING.** The OWNER reserves the right to postpone the date and time for opening of proposals at any time prior to the time announced for opening of proposals in the advertisement.
- <u>11. DISQUALIFICATION OF BIDDER</u>. If there is reason to believe that collusion exists among the Bidders, none of the bids of the participants in such collusion will be considered.
- **12. REJECTION OF BIDS**. The OWNER reserves the right to reject any bid which is nonresponsive, incomplete, obscure or irregular; any bid which omits anyone or more items on which the bids are required; any bid in which unit prices are unbalanced in the opinion of the OWNER; and any bid from Bidders who have previously failed to perform properly or to complete on time contracts of any nature.

# 13. INTERPRETATION OF DOCUMENTS PRIOR TO BID OPENING.

Bidders are notified to examine thoroughly the RFP, information for Bidders, the form of agreement, bonds, and the other contract documents. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies or omissions therein, he may submit to the Craig City Administrator, at info@craigak.com or at fax no. (907) 826-3278, no later than seven (7) days prior to the time announced for opening the proposals, a request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum issued by the City Administrator, which shall thereupon become part of the contract documents and a copy of such Addendum will be sent by facsimile or electronic mail to each person receiving a set of contract documents; however, responsibility shall rest solely with each of the intending Bidders to determine that he has, by time of bidding, received all Addenda. The OWNER will not be responsible for any other explanation or interpretation of the Contract Documents. No oral interpretation of provisions in the Contract Documents will be made to the Bidder. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work, site or other conditions, or of the nature of the work to be done.

- **14. BIDDERS INTERESTED IN MORE THAN ONE BID.** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has quoted prices or materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.
- 15. AWARD OF CONTRACT. The OWNER reserves the right to reject any or all bids, waive any informalities or irregularity in the bidding and/or not make an award. The award of the Contract, if made by the OWNER, will be made to the qualified and responsible Bidder submitting the highest scoring bid, but the OWNER shall determine in its own discretion whether a Bidder is responsible and qualified to perform the Contract, and what bid is in the best interest of the OWNER, or any other matters to be submitted pursuant to the Contract Documents, in making its determinations, and determine whether it is to the best interest of the OWNER to accept the bid.
- <u>16. NON-COLLUSION AFFIDAVITS</u>. Upon a specific request of the OWNER, the Bidder, before the award of a Contract, shall submit non-collusion affidavits to the OWNER covering the Bidder and all subcontractors.
- **17. DEFAULTING BIDDER**. If any Bidder whose Bid proposal is accepted fails, neglects or refuses to furnish the required performance and payment bonds, or the required worker's compensation and other insurance certificates or policies, or to execute the Agreement, such Bidder shall not be the successful Bidder. The OWNER may then select the next highest scoring responsive proposal and deliver a notice of acceptance of the proposal to such Bidder.

18. INSURANCE REQUIREMENTS. (a) Contractor shall not commence work under this Contract until all of the insurance required under this section has been obtained and Contractor has filed the certificates of insurance and copies of insurance policies with the Owner as required by the Contract Documents, and the Owner has approved the same, nor shall Contractor allow any subcontractor to commence work on his subcontract until the insurance required has been so obtained.

#### (b) General Liability Insurance.

- (1) Coverage. The Contractor shall purchase and maintain General Liability Insurance covering pollution events, bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, and covering damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract or the work or construction, whether such injuries to persons or damages to property are due or are claimed to be due to operations of the Contractor, its subcontractors, or any of their officers, employees, servants, partners, agents or representatives. The Owner shall be named as an additional insured on all such policies.
- (2) Insurance Amounts. Such General Liability Insurance shall be in the amounts set forth on the form of Certificate of Insurance included in the Contract Documents and required herein to be filed with the Owner.
- (3) Insurance Period. Such General Liability Insurance shall be maintained in effect at all times until final acceptance by the Owner of all of the completed construction, and products liability and completed operations liability for at least two (2) years thereafter.
- (4) Insurance Form. Such General Liability Insurance shall indemnify and defend the Contractor, its subcontractors and the Owner, as an additional named insured, and all of their officers, employees, servants, partners, agents and representatives from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by contract upon said parties, including Operations/Premises Liability, Independent Contractor's Protective Liability/Owner's Protective Liability, Completed Operations and Products Liability, Broad Form Blanket Contractual Liability, Owner, Non-owned, and Hired Vehicles and Equipment, and Broad Form Property Damage, including explosion, collapse and underground damage and loss of use. Such General Liability Insurance shall be provided on a comprehensive bodily injury and property damage liability form satisfactory to the Owner and shall name the Owner as an additional insured and shall cover and include Contractor's contractual indemnity of Owner. The coverage shall not include an unfunded self-insured retention. A Certificate of Insurance certifying such insurance policies have been issued to the Contractor shall be filed with the Owner in the amount and form and as required herein.

#### (c) Worker's Compensation.

(1) Insurance Requirements. The Contractor and its subcontractors shall purchase and maintain industrial accident or worker's compensation insurance issued by an insurance company authorized to write such insurance in the State of Alaska covering bodily injuries, including death at any time resulting therefrom, suffered or alleged to have been

City of Craig
Request for Proposals – Harbor Condition Survey
December 2019 – Page 10 of 13

- suffered by any employee of the Contractor or its subcontractors by reason of or in the course of operations under the Contract.
- (2) Insurance Amount. The amount and type of such industrial accident or worker's compensation insurance shall be that required by law for all employees employed under the Contract who may come within the protection of such laws, and as required by the Certificate of Insurance required under (e) below.
- (3) Insurance Period. Such industrial accident and worker's compensation insurance shall be maintained in effect until final acceptance of the completed work and construction.
- (4) Failure to Maintain Worker's Compensation Insurance. The Contractor acknowledges and agrees that in the event it fails to maintain proper worker's compensation insurance coverage, the State and the Owner may pursue any remedies provided by AS 23.30.045, terminate the Contract without liability, and/or take or pursue any other remedies otherwise provided by law.

# (d) Builder's All Risk. Not Required

(e) Certificates of Insurance. Contractor shall deposit with the Owner not later than submittal of the signed Agreement and required bonds, Certificates of Insurance from its insurance companies certifying to the coverage of all of the insurance required in this section in the form, and in the amounts set forth on the form of Certificate of Insurance set forth in the Contract Documents, and as required herein, and shall furnish copies of all insurance policies at any time upon request of the Owner.

#### (f) Cancellation of Insurance.

- (1) The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse or reduce the amount of such insurance during the period of the Contract. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to a reduction in the amount of insurance until written notice has been first delivered to the Owner by the insuring company stating the date that such cancellation, lapse, or reduction shall be effective, which date shall not be less than thirty (30) days after the delivery of such notice to the Owner.
- (2) When a renewal of the policy is approaching, Contractor shall deposit evidence of renewal not less than twenty (20) days before expiration of the term of the policy.
- (3) The Owner shall have the right to require Contractor provide verification, including the right to inspect Contractor's records at reasonable times, to confirm the insurance called for herein is in force. If the Contractor fails to provide verification of full coverage of all the insurance required by the Contract Documents, at all times, Owner may, without liability, direct the Contractor cease any further operations, and remove all personnel and equipment from the project site until all such insurance is verified as being in full force and effect, or may, without liability, deem such failure to verify full coverage as a material breach and default and terminate the Contract without liability.
- (g) Waiver of Subrogation. Each of the policies of insurance required herein shall contain a clause or endorsement pursuant to which the insurance companies waive subrogation or consent to a waiver of right to recovery against the Owner.

City of Craig
Request for Proposals – Harbor Condition Survey
December 2019 – Page 11 of 13

- (h) Insurance Companies. Unless such requirement is waived by the Owner in writing, all insurance companies issuing any insurance required in this section shall be member insurers included and covered under the Alaska Insurance Guarantee Association Act (Alaska Statutes, Section 21.80.010, et seq.).
- 19. ERRORS AND OMISSIONS. No consideration will be given by the OWNER to claim of error in a bid unless such claim is made to the OWNER within twenty-four (24) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids, and unless supporting evidence of such claim, including cost breakdown sheets, is delivered to the OWNER within forty-eight (48) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids. Relief may be granted only at the OWNER's discretion and in such event only for clerical errors.
- **20. SIGNING**. Each document signed by an attorney-in-fact shall be accompanied with a copy of the power of attorney authorizing the attorney-in-fact. No agreement shall be binding upon the OWNER until the same has been completely signed by the Contractor and also signed on behalf of the OWNER. Failure to sign and return the required Contract of Work and acceptable bonds and/or insurance certificates or policies as provided herein and the Contract Documents within the time limit above specified may be just and sufficient cause for the cancellation of the award and the forfeiture of the bid security.
- **21. CANCELLATION OF AWARD**. The OWNER reserves the right to cancel the award without liability to the Bidder, except return of the bid security, at any time before the Agreement has been fully signed by all parties, including the OWNER.
- **22. WITHDRAWAL OF BIDS**. No Bidder may withdraw his proposal after the time announced for the opening, or before both the award and execution of the agreement, unless the award is delayed for a period in excess of sixty (60) days.
- **23. BID PROTESTS**. An aggrieved bidder may file a bid protest within five (5) calendar days after Notice of Intent to Award the contract is mailed.

END OF REQUEST FOR PROPOSALS

City of Craig Request for Proposals – Harbor Condition Survey December 2019 – Page 12 of 13

# City of Craig DRAFT Agreement for Work City of Craig Harbor Condition Survey

THIS AGREEMENT made and entered into this day of,
by and between the CITY OF CRAIG, a municipal corporation, P.O. Box 725, Craig, Alaska
99921, hereinafter called "OWNER," and
NOW, THEREFORE, 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"), and in strict conformity with the requirements identified in the request for proposals and the contractors proposal and concept drawings, and with all of the other Contract Documents enumerated in Section 4 hereof, hereinafter collectively referred to as the "Contract".
Section 2: Construction Time.  The CONTRACTOR agrees to complete all work and construction called for and as defined in the CONTRACTOR'S proposal, to the satisfaction of the OWNER in accordance with the attached construction schedule. It is further agreed that the CONTRACTOR shall start all work and construction within ten (10) 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 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 a total contract amount of Payments to CONTRACTOR shall be based on the schedule of values agreed to by OWNER and CONTRACTOR attached to and made a part of this agreement. OWNER shall retain 10% of all progress payments pending final acceptance of the building.

City of Craig
Request for Proposals – Harbor Condition Survey
December 2019 – Page 13 of 13

The owner shall withhold final payment pending final acceptance of the work by the owner. Contractor shall submit all pay requests to the owner on company letterhead or invoice. Owner will issue payment to contractor within 30 days of approval of pay requests.

#### 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 to Bidders requesting proposals;
- 3. Notice of Award;
- 4. Bid Proposal as accepted by the Craig City Council;
- 5. Notice to Proceed;
- 6. Written amendments, including Change Orders, if any, to this Agreement signed by both parties entered into after execution of this Agreement.
- 7. Certificate of Insurance;

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

CITY OF CRAIG		CONTRACTOR	
Signature	Date	Signature	Date