

Presented By:
City Manager

Action Taken:
Yes 6
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-19-07-02

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH BERING STRAITS DEVELOPMENT COMPANY (BSDC)
FOR THE ANVIL CITY SCIENCE ACADEMY TOILET ROOM RENOVATION PROJECT**

WHEREAS, the City of Nome solicited bids to renovate the bathrooms at the Anvil City Science Academy; and,

WHEREAS, the City of Nome received one responsive bid from BSDC that was significantly over budget; and,

WHEREAS, the City of Nome solicited a professional cost estimate from a third party firm and used the estimate to negotiate a contract satisfactory to both the City of Nome and BSDC; and,

WHEREAS, it is in the best interests of the City and the Anvil City Science Academy students to proceed with the renovation project;

NOW, THEREFORE, BE IT RESOLVED that the Nome City Council hereby authorizes the City Manager to enter into an agreement with Bering Straits Development Company for the Anvil City Science Academy toilet room renovation project.

APPROVED and **SIGNED** this 22nd day of July, 2019.



RICHARD BENEVILLE, Mayor

ATTEST:



BRYANT HAMMOND, City Clerk

Bering Straits DEVELOPMENT CO.

COMMERCIAL CONSTRUCTION PROPOSAL		
PROPOSAL SUBMITTED TO: CITY OF NOME	PHONE: (907) 443-6663	DATE: 06/13/2019
ADDRESS: 102 DIVISION STREET	JOB NAME : NOME-BELTZ CHARTER SCHOOL BUILDING "D" TOILET ROOM RENOVATION	
CITY, STATE AND ZIP CODE : NOME	JOB LOCATION : NOME-BELTZ CHARTER SCHOOL BUILDING "D"	
ALASKA	99762	
We hereby submit specifications and estimates for: RENOVATION OF EXISTING OFFICE, STORAGE, AND RESTROOM SPACE INTO NEW BOY'S AND GIRL'S TOILET FACILITIES IN THE NOME-BELTZ CHARTER SCHOOL BUILDING "D" IN ACCORDANCE WITH THE BID DOCUMENTS		
Exclusions: Permits, Fees, Bonding, Taxes, Cutting, Patching, Painting and Trash Removal		
WE PROPOSE hereby to furnish material and labor .complete in accordance with above specifications, for the sum of: 309,056 and 00/100 dollars		
Payment to be made as follows: EACH CALENDAR MONTH ON THE FIRST DAY OF THE MONTH OR AS STATED IN THE PROVISIONS OF ARTICLE 5 OF THE AGREEMENT CONTAINED IN THE BID DOCUMENTS		

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance. days
Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within 60 days

<p>ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.</p> <p>Date of Acceptance: _____</p>	<p>Signature _____</p> <p>Signature _____</p>
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PO Box 1008, 110 Front Street, Nome, Alaska 99762
(907) 443-5252 phone * (800) 478-5079 * (907) 443-7262 fax

ITEM	Nome-Beltz Charter School Building "D" Toilet Room Renovation				414 sq. ft.
1	Equipment Rental			\$0.00	
2	Mobilization and Demobilization			\$2,800.43	
3	Materials			\$82,987.00	
4	Subcontractors			\$70,410.00	
5	Labor			\$83,975.60	
6	Services			\$8,280.00	
				subtotal	\$248,453.03
7	O/H @ 1.8%			\$1,511.56	\$249,964.59
8	G&A @ 12.4%			\$30,995.61	\$280,960.20
9	Fee @ 10%			\$28,096.02	\$309,056.22
9	Contingency 0%			\$0.00	\$309,056.22
10	Tax 0%			\$0.00	\$0.00
				TOTAL	\$309,056.22

ITEM	VENDOR	SERVICES DESCRIPTION	UNIT	UNITS REQ'D	UNIT COST	TOTAL
1.0	Mobilization		pkg	0	\$0.00	\$0.00
			ea	0	\$0.00	\$0.00
			ea	0	\$0.00	\$0.00
			ea	0	\$0.00	\$0.00
Total Mobilization						\$0.00
2.0	FIELD ACTIVITY					
		Building Permit	ea	1	\$2,000.00	\$2,000.00
		Dump Fees	ea	4	\$95.00	\$380.00
		Freight	ea	5,000	\$0.88	\$4,400.00
		Fire Marshal Review	ea	1	\$1,500.00	\$1,500.00
			ea	0	\$0.00	\$0.00
			ea	0	\$0.00	\$0.00
Total Field Activity						\$8,280.00
3.0	DEMobilization ACTIVITY					
			lbs	0	\$0.00	\$0.00
Total Demobilization						\$0.00
Total Services						\$8,280.00

PRECONSTRUCTION	Each	REG.RATE	OT RATE	LABOR PRICING Description	Reg. Hours	subtotal	OT HOURS	subtotal	tft hours	TOTALS
Program Manager	0	\$84.48	\$126.72		0	\$0.00	0	\$0.00	0	\$0.00
Project Manager	1	\$60.00	\$60.00	Project Coordination	15	\$900.00	0	\$0.00	15	\$900.00
ELECTRICIAN	0	\$88.98	\$115.83	Plans, submittals, closeout reports	0	\$0.00	0	\$0.00	0	\$0.00
MOBILIZATION					subtotals	\$900.00		\$0.00		Section total \$900.00
Program Manager	0	\$84.48	\$69.00	Project Coordination	0	\$0.00	0	\$0.00	0	\$0.00
ELECTRICIAN	1	\$88.98	\$115.83	Mobilization, purchasing	2	\$177.96	0	\$0.00	2	\$177.96
ELECT. APPRENTICE	1	\$88.98	\$115.83	Mobilization	2	\$177.96	0	\$0.00	2	\$177.96
PAINTER	0	\$66.06	\$86.84	Mobilization	0	\$0.00	0	\$0.00	0	\$0.00
CARPENTER	2	\$85.94	\$112.75	Mobilization	2	\$343.77	0	\$0.00	4	\$343.77
LABORER	2	\$76.58	\$97.74	Mobilization	4	\$612.65	0	\$0.00	8	\$612.65
PLUMBER	1	\$87.87	\$108.07	Mobilization	2	\$175.74	0	\$0.00	0	\$175.74
FIELD WORK					subtotals	\$1,488.08		\$0.00		Section total \$1,488.08
Program Manager	0	\$84.48	\$69.00	Review, administration	0	\$0.00	0	\$0.00	0	\$0.00
ELECTRICIAN	1	\$88.98	\$115.83	Field Work	40	\$3,559.26	20	\$2,316.69	60	\$5,875.95
ELECT. APPRENTICE	1	\$88.98	\$115.83	Field Work	40	\$3,559.26	20	\$2,316.69	60	\$5,875.95
PAINTER	0	\$66.06	\$86.84	Field Work	0	\$0.00	0	\$0.00	0	\$0.00
CARPENTER	2	\$85.94	\$112.75	Field Work	120	\$20,626.44	60	\$13,530.33	360	\$34,156.77
LABORER	2	\$76.58	\$97.74	Field Work	40	\$6,126.49	20	\$3,909.62	120	\$10,036.11
PLUMBER	1	\$87.87	\$108.07	Field Work	240	\$21,088.33	30	\$3,242.07	0	\$24,330.40
DEMOBILIZATION					subtotals	\$64,959.77		\$25,315.40		Section total \$80,275.17
Program Manager	0	\$69.00	\$69.00	Management	0	\$0.00	0	\$0.00	0	\$0.00
PLUMBER	1	\$87.87	\$108.07	Demobilization	0	\$0.00	0	\$0.00	0	\$0.00
ELECTRICIAN	1	\$88.98	\$115.83	Demobilization	2	\$177.96	0	\$0.00	2	\$177.96
ELECT. APPRENTICE	1	\$88.98	\$115.83	Demobilization	2	\$177.96	0	\$0.00	2	\$177.96
PAINTER	0	\$66.06	\$86.84	Demobilization	0	\$0.00	0	\$0.00	0	\$0.00
CARPENTER	2	\$85.94	\$112.75	Demobilization	2	\$343.77	0	\$0.00	4	\$343.77
LABORER	2	\$76.58	\$97.74	Demobilization	4	\$612.65	0	\$0.00	8	\$612.65
Plumber	0	\$87.87	\$96.64	Demobilization	2	\$0.00	0	\$0.00	0	\$0.00
Work Schedule: (i.e., 10/6's, 8/5's, etc.)					subtotals	\$1,312.35		\$0.00		Section total \$1,312.35
									Total Manhours	647
									Labor Pricing Total	\$83,975.60

WAGE COMPUTATION WORKSHEET

EMPLOYEE CATEGORY	STRAIGHT TIME			TOTAL HOURLY RATE	FICA & MEDICARE 7.65%	ESC 2.55%	FUTA 0.80%	WORKER'S COMP.	Other Benefits	401(k) Match 2% 50%	FULLY LOADED RATE	W. COMP RATE PER \$100	Annual Leave Holiday Other Benefits	Health Insurance			
	BASE HOURLY RATE	HOURLY FRINGE	HOURLY RATE														
ELECTRICIAN A0701	\$39.49	\$28.22	\$67.71	\$5.18	\$1.73	\$0.54	\$4.34	\$8.80	\$0.68	\$11.00	\$88.98	\$11.00	4.00%	9.00%			
ELECTRICIAN APPRENTICE A0701	\$39.49	\$28.22	\$67.71	\$5.18	\$1.73	\$0.54	\$4.34	\$8.80	\$0.68	\$11.00	\$88.98	\$11.00	4.00%	9.00%			
PAINTER N1305	\$29.71	\$19.61	\$49.32	\$3.77	\$1.26	\$0.39	\$4.41	\$6.41	\$0.49	\$14.85	\$66.06	\$14.85	4.00%	9.00%			
CARPENTER A0501	\$38.34	\$25.86	\$64.20	\$4.91	\$1.64	\$0.51	\$5.69	\$8.35	\$0.64	\$14.85	\$85.94	\$14.85	4.00%	9.00%			
LABORER S1201	\$30.26	\$27.41	\$57.67	\$4.41	\$1.47	\$0.46	\$4.49	\$7.50	\$0.58	\$14.85	\$76.58	\$14.85	4.00%	9.00%			
PLUMBER N1501	\$41.46	\$27.05	\$68.51	\$5.24	\$1.75	\$0.55	\$2.23	\$8.91	\$0.69	\$5.38	\$87.87	\$5.38	4.00%	9.00%			
EMPLOYEE CATEGORY	OVERTIME			FICA & MEDICARE 7.65%		ESC 2.55%		FUTA 0.80%		WORKER'S COMP.		GEN LIAB. RATE		401(k) Match		FULLY LOADED RATE	
	HOURLY RATE	HOURLY FRINGE	TOTAL HOURLY RATE														
ELECTRICIAN	\$59.24	\$28.22	\$87.46	\$6.69	\$2.23	\$0.70	\$6.52	\$11.37	\$0.87	\$11.00	\$115.83	\$11.00					
ELECTRICIAN APPRENTICE	\$59.24	\$28.22	\$87.46	\$6.69	\$2.23	\$0.70	\$6.52	\$11.37	\$0.87	\$11.00	\$115.83	\$11.00					
PAINTER	\$44.57	\$19.61	\$64.18	\$4.91	\$1.64	\$0.51	\$5.62	\$8.34	\$0.64	\$14.85	\$86.84	\$14.85					
CARPENTER	\$57.51	\$25.86	\$83.37	\$6.38	\$2.13	\$0.67	\$8.54	\$10.84	\$0.83	\$11.00	\$112.75	\$11.00					
LABORER	\$45.39	\$27.41	\$72.80	\$5.57	\$1.86	\$0.58	\$6.74	\$9.46	\$0.73	\$14.85	\$97.74	\$14.85					
PLUMBER	\$52.19	\$27.05	\$89.24	\$8.00	\$2.28	\$0.71	\$3.35	\$11.60	\$0.89	\$5.38	\$108.07	\$5.38					

Wages 9/13

Subcontractor Pricing

DACA85-59-R-0021		SUBCONTRACTORS		QUAN	UNIT PRICE	AMOUNT
PHASE	ITEM	DESCRIPTION	VENDOR	UNIT	UNIT PRICE	AMOUNT
Pre-submittal Site Visit	1.0	Fire Suppression	Tyson	pkg	\$5,680.00	\$5,680.00
	2.0	ACM Abatement	AAC	ea	\$52,385.00	\$52,385.00
	3.0	Abatement Clearance	AAC	1	0	
	4.0	Abatement Clearance	ACC	1	\$3,000.00	\$3,000.00
Plans and Submittals	5.0	Flooring	RBI	ea	\$9,345.00	\$9,345.00
	6.0			1	\$0.00	\$0.00
	7.0			1	\$0.00	\$0.00
	8.0			1	\$0.00	\$0.00
	9.0			1	\$0.00	\$0.00
	10.0					
Mob/Demob	11.0					
	12.0					
	13.0					
	14.0					
	15.0					
	16.0					
Collection/Disposal	Total Subcontractor Pricing					\$70,410.00
of						
Sampling Analysis						

Material Costs

ITEM	DESCRIPTION	MATERIALS	VENDOR	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.0	Consumables		BSDC Stock	ea.	1	\$2,800.00	\$2,800.00
2.0	Construction Materials		SBS	ea.	1	\$1,856.08	\$1,856.08
3.0	Fixture Package Plumbing		SBS	ea.	1	\$5,990.00	\$5,990.00
4.0	Electrical Package		Stusser	ea.	1	\$5,000.00	\$5,000.00
5.0	Siding		SBS	ea.	90	\$7.00	\$630.00
6.0	Plur-bing Build Out Material		MISC	pkg	1	\$19,985.00	\$19,985.00
7.0	Bath Accessories		SBS	pkg	1	\$3,074.00	\$3,074.00
8.0	Acoustical Ceiling		SBS	pkg	1	\$17,230.00	\$17,230.00
9.0	Doors		SBS	pkg	1	\$2,729.00	\$2,729.00
10.0	Toilets, sinks, urinals		SBS	ea.	1	\$9,980.00	\$9,980.00
11.0	Flooring		SBS	pkg	1	\$0.00	\$0.00
12.0	Courter Tops		SBS	ea.	1	\$2,000.00	\$2,000.00
13.0	Missed Items		BSDC Stock	ea.	1	\$2,000.00	\$2,000.00
14.0	Floor Hatch		Grainger	pkg	1	\$250.00	\$250.00
15.0	FRP w/ accessories			ea	30	\$105.00	\$3,150.00
16.0	toilet compartments, urinal screen			ea.	1	\$6,313.00	\$6,313.00
17.0				ea.	1	\$0.00	\$0.00
18.0				ea.	0	\$0.00	\$0.00
19.0				ea.	0	\$0.00	\$0.00
20.0				ea.	0	\$0.00	\$0.00
21.0				ea.	0	\$0.00	\$0.00
22.0				ea.	0	\$0.00	\$0.00
Total Materials							\$82,987.08

Equipment Rental

ITEM	DESCRIPTION	EQUIPMENT	UNIT	QUANTITY	UNIT PRICE	AMOUNT	WEIGHT
1.0			week	0	\$0.00	\$0.00	0
2.0			week	0	\$0.00	\$0.00	
3.0			day	0	\$0.00	\$0.00	
4.0			day	0	\$0.00	\$0.00	
Total Equipment Rental						\$0.00	0

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019 by and between the Owner: City of Nome, PO Box 281, Nome, AK 99762 and the Contractor: Bering Straits Development Co., PO Box 1008, 110 Front Street, Nome, AK 99762. The Project is: Nome-Beltz Charter School Building "D" Toilet Room Renovation.

The Owner and Contractor agree as set forth below.

ARTICLE 1 **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplemental and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, and other than Modifications, appears in Article 8.

ARTICLE 2 **THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the entire Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement of the Work is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than July 29, 2020 for all work subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 Time is of the essence for all obligations of the Contractor contained in the Contract Documents.

3.4 Deleted

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **Three Hundred and Nine Thousand, Fifty-Six dollars (\$309,056)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment, including all supporting documentation, submitted to the Owner and the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Owner shall make payment to the Contractor pursuant to an application for payment that complies with the Contract within thirty (30) calendar days of the date that the Owner receives the Engineer's certificate for payment. Notwithstanding the foregoing, if Owner is going to use State grant or Federal money to make the payment, the Owner shall have the longer of twenty-one (21) calendar days from the date that the Owner receives the Engineer's certificate for payment or twenty-one (21) calendar days from the date the Owner actually receives the State grant or Federal money in which to make the payment.

If part or all of a payment is going to be withheld for unsatisfactory performance, or if the Contractor's application for payment does not comply with the requirements of the Contract, Owner shall within eight (8) working days after receipt of the application for payment notify the Contractor in writing. This notice shall state specifically why part or all of the payment is being withheld and what remedial actions may be taken by the Contractor to receive the full payment. The withheld portion of the payment shall then be paid within twenty-one (21) calendar days after the Contractor satisfactorily completes the remedial actions identified in that notice. Notwithstanding the foregoing, if Owner is using State grant or Federal money for the Contract, Owner shall have the longer of twenty-one (21) calendar days after the Contractor satisfactorily completes the remedial actions identified in the notice or twenty-one (21) calendar days after the Owner actually receives the State grant or Federal money in which to make payment.

5.1.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Article 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.1.7 The progress payment amount determined in accordance with Paragraph 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 95 percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims; and

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.1.8 Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any such reduction or release of retainage or portion thereof, however, shall not be a waiver of any of the Owner's rights to retainage in connection with other payments to the Contractor, or any other right or remedy that the Owner has under the Contract Documents. Interest shall be paid on retainage 1) at the rate of 3.5% per annum or 2) if and to the extent required by applicable law or grant agreements. Otherwise, interest shall not be paid on retainage.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Certificate for Payment has been issued by the Engineer, and (3) Owner has received verification from the State of Alaska Department of Labor and Workforce Development ("the Department") that: (i) Contractor has complied with AS 36.05.045(a) and (b); (ii) the Department is not conducting an investigation and (iii) the Department has not issued a notice of a violation of AS36.05 to Contractor or any subcontractor working on the Project.

5.2.2 The Owner's final payment to the Contractor shall be made not more than 30 days after the receipt of verification from the Department; or, if State grant or Federal money will be used to make the payment, within 21 calendar days of the date that the City receives the payment request or the State grant or Federal money, whichever is later.

ARTICLE 6 **TERMINATION OR SUSPENSION**

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at 3.5% per annum.

7.3 Other provisions:

ARTICLE 8 **ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed Agreement between Owner and Contractor.

8.1.2 The General Conditions are the General Conditions of the Contract for Construction.

8.1.3 The Supplemental General Conditions and other Conditions of the Contract are in this Project Manual and are as follows:

- Supplemental General Conditions listed in Exhibit A of this document
- Specifications listed in Exhibit C of this Document or as shown on the Project Drawings, which are listed in Exhibit B of this document
- Davis-Bacon Minimum Rates of Pay listed in Exhibit D & available at <http://labor.state.ak.us/lss/pamp600.htm>

8.1.4 Deleted

8.1.5 The Drawings are as follows, and are dated **August 21, 2018** for the Nome-Beltz Charter School Building “D” Toilet Room Renovation.

See attached Drawing List Exhibit B

8.1.6 The addenda, if any, are as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>01</u>	<u>01/30/2019</u>	<u>1</u>
<u>02</u>	<u>02/11/2019</u>	<u>84</u>
<u>03</u>	<u>07/08/2019</u>	<u>1</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other Documents, if any, forming part of the Contract Documents are as follows:

ARTICLE 9

NOT USED

ARTICLE 10
SPECIAL PROVISIONS

10.1 Project Start-Up. A Notice to Proceed shall be issued by the Owner.

10.2 Project Completion. Substantial completion shall be achieved by **July 29, 2020**. Final completion shall be achieved by **August 12, 2020**.

10.3 Pre-Construction Conference. Prior to the start of the work, a conference which shall be attended by the Contractor and the Owner's Representative shall be arranged. The purpose of the conference shall be to discuss any items that may require clarification. Also, the procedure for distribution of all documents and correspondence related to the Contract shall be established at the conference. The pre-construction conference shall be held at a mutually agreed-upon location. At this conference, the

Owner may delegate duties to the Engineer as the Owner's Representative, and the Contractor shall abide by the Owner's delegation in performing the Contractor's duties and responsibilities under the Contract Documents. The Owner may waive the pre-construction conference.

No statement, informal agreement or understanding nor any events occurring at the Pre-Construction Conference shall be deemed an amendment or modification of the contract terms, plans and specifications, or Contractor's obligations unless specifically incorporated in a written change order to the Contract. The extent of such change or limitation shall be limited to that expressly and specifically contained in the change order.

OWNER
Nome Public Schools District

CONTRACTOR
Bering Straits Development Co.

(Signature)

(Signature)

(Title)

(Printed Name and Title)