

Appendix A

Proposal Forms

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DESIGN-BUILD PROPOSAL FORM AND SIGNATURE PAGE

The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter a contract with City in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

1. PROPOSER'S ACKNOWLEDGEMENTS

Proposer accepts all the terms and conditions of the Instructions to Proposers including without limitation. This Proposal will remain subject to acceptance for 90 days after the evaluation of the proposals, or for such longer period of time that Proposer may agree to in writing upon request of City.

2. PROPOSER'S REPRESENTATIONS

In submitting this Proposal, Proposer represents that:

- A. Proposer has examined and carefully studied the Proposal Documents, other related data identified in the Proposal Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum Number	Addendum Date

- B. The Proposer is responsible for becoming familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Proposer is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Proposer has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Proposer has considered the information known to Proposer; information commonly known to contractors doing business in the locality of the Site; the Request for Proposal Documents; and the Site-related reports and drawings identified in the Request for Proposal Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposal, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Request for

Proposal Documents; and (3) Proposal's safety precautions and programs

- F. Based on the information and observations referred to in Paragraph E above, Proposer does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Proposal Documents.
- G. Proposer is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Request for Proposal Documents.
- H. Proposer has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by OWNER is acceptable to Proposer.
- I. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- J. Proposer agrees not to withdraw its Proposal within 90 days after the actual date of the Proposal Due Date.

3. PROPOSAL SUBMITTAL

This Proposal is submitted by:

INDIVIDUAL

Individual's Signature	
Name (typed or printed)	
Address	
City, State, Zip	

DOING BUSINESS AS A PARTNERSHIP

Partnership Name	
Signature of the General Partner (Attach evidence of Authority)	
Name (typed or printed)	
Address	
City, State, Zip	

CORPORATION

Corporation Name and Seal	
State of Incorporation	
Type	<input type="checkbox"/> General Business <input type="checkbox"/> Limited Liability <input type="checkbox"/> Professional Service <input type="checkbox"/> Other: _____
Signature and Title <i>(Attach Evidence of Authority)</i>	
Name and Title (typed or printed)	
Attest	
Date of qualification to do business in Alaska (MM/DD/YYYY)	
Address	
City, State, Zip	

JOINT VENTURE

Name of Joint Venture	
Address	
City, State, Zip	
Name (typed or printed)	
Individual's Signature	
Name (typed or printed)	
Individual's Signature	
Name (typed or printed)	
Individual's Signature	
Name (typed or printed)	
Individual's Signature	

4. PROPOSER'S CERTIFICATION

Proposer certifies that:

- A. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or Corporation
- B. The proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham Proposal.
- C. The proposer has not solicited or induced any individual or entity to refrain from submitting a proposal
- D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made:
 - a) to influence the bidding process to the detriment of City,
 - b) to establish bid prices at artificial non-competitive levels, or
 - c) to deprive OWNER of the benefits of free and open competition.
 - d) "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of City, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- E. Proposer will complete the Work in accordance with the Contract Documents for the prices in Price Form.
- F. Proposer agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 13.08 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- G. Proposer accepts the provisions of the Agreement as to liquidated damages.

5. ATTACHMENTS TO THIS PROPOSAL

The following documents are submitted with and made a condition of the Bid:

- A. Required Bid security in the form of a 5% Bid Bond, certified check, or cashier's check (check amount to be 5% of Baseline Lump Sum Price) and any required power of attorney for a bond.
- B. Evidence of authority to do business in the State of Alaska; or a written covenant to obtain such license within the time for acceptance of Proposal.
- C. Contractor's Certificate of Registration No.: _____ in compliance with AS 08.18 [or] Evidence of Proposer's ability to obtain a State Contractor's Certificate of Registration and a covenant by Proposer to obtain said Certificate within the time for Award of Contract.
- D. Proposal, as outlined in the RFP.

6. DEFINED TERMS

The terms used in this Proposal with initial capital letters have the meanings stated in the Instructions to Proposers, the General Conditions, and the Supplementary Conditions

7. BID BOND FORM

Any singular reference to Bidder, Surety, Owner, or other parties shall be considered plural where applicable.

BIDDER (Name and Address)

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address)

Bid Due Date: _____

Description (Project Name and Include Location): _____

Bond Number: _____

Date (Not earlier than Bid due date): _____

Penal Sum: _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
Bidder Name and Corporate Seal	Surety Name and Corporate Seal
Signature (Attach Power of Attorney)	Signature (Attach Power of Attorney)
Name and Title (typed or printed)	Name and Title (typed or printed)
Attest:	Attest:
Signature and Title	Signature and Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - a) If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - b) In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - c) Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a) Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds

- required by the Bidding Documents, or
- b) All Bids are rejected by Owner, or
 - c) Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
8. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.
 9. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
 10. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
 11. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 12. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 13. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
 14. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 15. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BASELINE LUMP SUM PRICE FORM

BASELINE LUMP SUM

Fixed Price of Design and Construction of the Baseline Lump Sum Scope of Work:

\$	
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ALTERNATIVE OPTIONS

Pricing shall be provided for any Alternative Options included in the Proposal. Proposer hereby certifies the validity of Alternative Options prices, as presented by the Proposer.

Fixed Price for design and construction Alternative Options:

\$	
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This Price Form is submitted by:

INDIVIDUAL

Individual's Signature	
Name (typed or printed)	
Address	
City, State, Zip	

DOING BUSINESS AS A PARTNERSHIP

Partnership Name	
Signature of the General Partner <i>(Attach evidence of Authority)</i>	
Name (typed or printed)	
Address	
City, State, Zip	

CORPORATION

Corporation Name and Seal	
State of Incorporation	
Type	<input type="checkbox"/> General Business <input type="checkbox"/> Limited Liability <input type="checkbox"/> Professional Service <input type="checkbox"/> Other: _____
Signature and Title <i>(Attach Evidence of Authority)</i>	
Name and Title (typed or printed)	
Attest	
Date of qualification to do business in Alaska (MM/DD/YYYY)	
Address	
City, State, Zip	

JOINT VENTURE

Name of Joint Venture	
Address	
City, State, Zip	
Name (typed or printed)	
Individual's Signature	
Name (typed or printed)	
Individual's Signature	
Name (typed or printed)	
Individual's Signature	
Name (typed or printed)	
Individual's Signature	

PAYMENT BOND

A payment bond on the part of the contractor for 100% of the contract price. Any singular reference to Contractor, Surety, Owner, or other parties shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address)

BOND

Bond Number	
Date <i>(Not earlier than Effective Date of Agreement)</i>	
Amount	

Modifications to this Bond Form Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
Name and Corporate Seal	Name and Corporate Seal
Signature (Attach Power of Attorney)	Signature (Attach Power of Attorney)
Name and Title (typed or printed)	Name and Title (typed or printed)
Attest:	Attest:
Signature and Title	Signature and Title

Note: Provide execution by additional parties, such as joint venturers, if necessary

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if the Contractor:
 - a) Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - b) Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - a) Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - b) Claimants who do not have a direct contract with Contractor.
5. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90

- days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed.
6. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly.
 7. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
 8. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, which is sufficient compliance.
 9. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - a) Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - b) Pay or arrange for payment of any undisputed amounts.
 10. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
 11. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfying obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
 12. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 13. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
 14. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.c, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 15. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 16. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory

requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

17. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

18. Definitions:

- a) Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- b) Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- c) Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

For Information Only – (Name, Address, and Telephone)

Surety Agency Broker

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other parties shall be considered plural where applicable.

CONTRACT

Effective Date of Agreement	
Amount	
Description (Name and Location)	

BOND

Bond Number	
Date (<i>Not earlier than Effective Date of Agreement</i>)	
Amount	

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
Name and Corporate Seal	Name and Corporate Seal
Signature (Attach Power of Attorney)	Signature (Attach Power of Attorney)
Name and Title (typed or printed)	Name and Title (typed or printed)
Attest:	Attest:
Signature and Title	Signature and Title

Note: Provide execution by additional parties, such as joint venturers, if necessary

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1: and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefore.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions:
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

SCHEDULE OF VALUES

BASELINE LUMP SUM

Item	Description	Quantity	Unit	
1	Mobilization & Construction Management	1	LS	
2	Removal & Disposal of Existing Structures	1	LS	
3	Pilings	1	LS	
4	Floating Structures	1	LS	
5	Utilities (Water, Electric, Sewer, Fire Suppression)	1	LS	
6	Safety Systems & Features	1	LS	
7	Demobilization	1	LS	
8	Quality Management	1	LS	
9	Marine Mammal Monitoring	1	LS	
Total Baseline Lump Sum Price				

SAFETY PROGRAM QUESTIONNAIRE

Required form; Proposer shall complete all fields.

1. GENERAL INFORMATION

Company Name
Safety Contact (name and title)
Address
Phone Number
Email

Injury, Illness, and Incident Frequency Rate

TOTAL EMPLOYEE-HOURS WORKED	CALENDAR YEAR 2023	CALENDAR YEAR 2022
Total number of lost work-day cases Injuries/Illnesses (Total of column H of the OSHA 300 log)		
Lost work-day Incidence Rate (see formula below)		
Total Recordable Injury/Illnesses (Totals in columns H, I & J of the OSHA 300 log)		
Recordable Incidence Rate (see formula below)		

The formula for either rate is:

Number of (lost workday or total recordable cases) * 200.000/Total Employee hours worked

2. CHECKLIST-PROGRAM ASSESSMENT

Please indicate by placing an "X" in the appropriate box as to whether your company includes the following items in your accident prevention program. If items do not apply to your company

mark the N/A response. Provide an explanation in the notes section at the end of the checklist for any NO or N/A responses.

A. PRINCIPAL COMMITMENT

YES	NO	N/A	
			Written Safety & Health Policy signed by a company principal with an emphasis on company commitment to Safety & Health
			Designated Safety Administrator/Coordinator trained in Safety & Health hazard recognition and management/risk control
			Consider safety and health issues as an overriding factor
			Have an annual safety and health budget, and budgets for each job. Funds available to support the safety program on companywide and project specific basis
			Company policy gives employees authority to shut down operations because of a safety hazard that presents an imminent danger to employees
			Have safety and health policy requirements written into contracts to require subcontractors to meet your safety requirements
			Utilize a pre-qualification safety & health screening method to select subcontractors, suppliers, or vendors

B. ACCIDENT PREVENTION PLAN & PROCEDURES

YES	NO	N/A	
			Provide safety and health rules that equal to OSHA standards
			Provide safety and health rules that exceed OSHA standards
			Require JHAs (Job Hazard Analysis)
			Have a written Hazard Communication Program?
			Have new hire orientation procedures
			Emergency Action Plan
			Disciplinary Procedures
			Employee Training & Documentation
			Written Policy & Procedures to cover tasks associated to your type of business

C. DESIGNATED SAFETY COORDINATOR/MANAGER/COMMITTEE

YES	NO	N/A	
			Safety responsibilities clearly defined
			Reports to executive management
			Conducts safety inspection or audits
			Investigates injuries and accidents

D. EMERGENCY PROCEDURES AND FIRST AID/CPR

YES	NO	N/A	
			First Aid and CPR Certifications (Current and up to date)
			Written emergency procedure plan for evacuation
			Crisis Management Plan
			Appropriate First Aid Supplies available
			Emergency Rescue plan in place for a fall and caught-in-between victim (i.e., falls, excavations, confined spaces, etc.)

E. INSPECTIONS/ ACCIDENT INVESTIGATION/REPORTS

YES	NO	N/A	
			Maintain safety and health recordkeeping requirements
			Provide safety inspection and accident investigation procedures
			Injury accidents are investigated promptly after an occurrence and a report is presented
			Accident reports are reviewed regularly to determine corrections
			Weekly safety and health inspections by a supervisor
			Safety and health issues are discussed and addressed
			An investigation procedure for near misses
			Site inspections conducted by a competent person and documented

F. CONSISTENT USE OF SAFETY POSTERS & POSTED INFORMATION

YES	NO	N/A	
			All required Federal and State forms & notices are posted
			Injury and illness records (OSHA 300 log) are posted as required
			Use warning signs to alert workers to hazards
			Safe work practices and rules posted
			Crane and material handling hand signals posted

G. SUBSTANCE ABUSE POLICY & PROCEDURES

YES	NO	N/A	
			Written Drug & Alcohol Policy
			Drug testing protocol
			Alcohol testing protocol

H. SITE SPECIFIC SAFETY PLANS

YES	NO	N/A	
			Documented preplanning process or list
			Weekly safety meetings (toolbox safety discussions)
			Written site-specific plans (fall protection, scaffold erection, confined space, etc.)

