

AGREEMENT FOR

CRAIG HIGH SCHOOL BIOMASS PROJECT

THIS AGREEMENT made and entered into this 2nd day of February, 2024, by and between the **Craig City School District**, PO Box 800/100 School Rd, Craig, Alaska 99921, hereinafter called "**OWNER**," and **Glacier Construction Inc, dba Southeast Roadbuilders**, 400 Old Seward Highway, STE 101, Anchorage, AK 99805, licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**."

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"), in connection with:

CRAIG HIGH SCHOOL BIOMASS PROJECT SITE WORK

and in strict conformity with the Contract Drawings and Engineering Specifications, including any and all Addenda issued by the **OWNER**, and with all of the other Contract Documents enumerated in Section 4 hereof, hereinafter collectively referred to as the "Contract."

Section 2: Construction Time.

(a) The **CONTRACTOR** agrees to complete all work and construction called for and as defined in the Contract Documents, to the satisfaction of the **OWNER** within the time for completion as specified in these Contract Documents.

Section 3: Contract Amount. As and for full payment, and in consideration of the timely and proper performance of all construction and work called for by the Contract, as defined herein, and performance of all the terms and conditions thereof, the **OWNER** shall pay the **CONTRACTOR** in currency of the United States, as follows:

(a) If the Bid Proposal calls for single lump sum price(s), the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount of **one hundred nineteen thousand six hundred eighty two and no/100 Dollars (\$ 119,682.00)** to be paid monthly upon **CONTRACTOR'S** progress; the total contract amount shall not exceed **one hundred nineteen thousand six hundred eighty two and no/100 Dollars (\$ 119,682.00)**. Any increases beyond this amount must be approved through a written change order signed by the authorized representatives of both parties.

(b) If the Bid Proposal calls for unit prices, the **OWNER** shall pay to the

CONTRACTOR a Total Contract Amount computed from the unit prices set forth in the **CONTRACTOR'S** Bid Proposal and the actual quantities of units furnished. It is understood that the quantities stated are approximate only and are subject to either increase or decrease, and should the quantities of any of the units of work and construction be increased, the **CONTRACTOR** shall perform the additional work at the unit prices set forth in the Bid Proposal, and should the quantities be decreased, payment will be made based on the actual quantities installed at the unit prices set forth in the Bid Proposal and the **CONTRACTOR** will make no claim for anticipated profits, or cost recovery for any increase or decrease in the quantities except as specifically provided in the General Conditions. Based upon the unit prices set forth in the **CONTRACTOR'S** Bid Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the estimated Total Contract Amount is **one hundred nineteen thousand six hundred eighty two and no/100 Dollars (\$ 119,682.00).**

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 4: Contract Documents. The Contract, and the component parts of this Contract, entered into by the acceptance of the **CONTRACTOR'S** Bid Proposal and the signing of this Agreement, consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:

This Agreement with the following Exhibits:

EXHIBIT A	Invitation to Bid;
EXHIBIT B	Information for Bidders;
EXHIBIT C	Notice of Award;
EXHIBIT D	Bid Proposal as accepted;
EXHIBIT E	Contract Forms: Change Orders; Request for Payment; Release; Waiver, and Discharge of all Claims and Liens;
EXHIBIT F	Addendum No(s). 1;
EXHIBIT G	Notice to Proceed
EXHIBIT H	Certificate of Insurance;
EXHIBIT I	State of Alaska, Department of Labor, Schedule of Laborer's and Mechanic's Minimum Rates of Pay, dated September 1, 2023 as hereafter amended from time to time, and available at http://labor.state.ak.us/lss/forms/pamp600-040118.pdf ;
EXHIBIT J	General Conditions;
EXHIBIT K	Special Conditions;
EXHIBIT L	Specifications bearing the title Craig High School Biomass Project consisting of <u>144</u> pages.
EXHIBIT M	Contract Drawings, consisting of <u>4</u> pages with each sheet bearing the title Craig High School Biomass Project Site Work .

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

Date: 02/02/2024

OWNER:

Craig City School District

By: [Signature]
Chris Reitan
Superintendent

Attest:

By: Kellie Ebbighausen
Kellie Ebbighausen
Title Admin Assist Craig Schools

Certified Funds Available:

By: [Signature]
Name
Business Manager
Account No. 500.000.000.611

CONTRACTOR NAME:

GLACIER CONSTRUCTION INC
Name of Contractor

Date: 01/31/2024

By: [Signature]
(Signature of authorized officer)

Assistant Secretary
(Title of person signing)



SCHOOL DISTRICT ACKNOWLEDGMENT

STATE OF ALASKA

)

) ss.

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Chris Reitan and Melinda Bass to me known to be the Superintendent and the CCSD Clerk of the Craig City School District, the entity which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

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

Kerin Crews

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

(Seal)



CORPORATE CERTIFICATE

I, Brian Maller certify that I am the Secretary of the Corporation named as Glacier Construction, Inc., dba SERB in the foregoing instrument; that Thomas Mason, who signed said instrument on behalf of said Corporation, was then President of said corporation; that said instrument was duly signed for in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.



B. Maller
(Signature)

CORPORATE ACKNOWLEDGEMENT (if applicable)

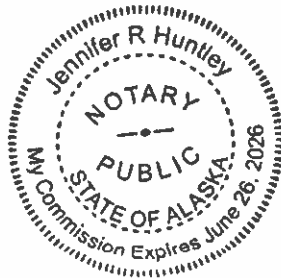
STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 31st day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Brian Maller and Thomas Mason (Name)

(Name) Secretary
known to be the ~~President~~ and Secretary of Glacier Construction Inc., dba SERB, a corporation formed under the laws of the State of Alaska, the corporation which executed the above and foregoing instrument, and who on oath stated he(she)(they) were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he(she)(they) signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

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

(Seal)



Jennifer R. Huntley
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 6/26/26