



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Cascade Point Ferry Terminal Stage 1 - DesignBuild, Project: HSHWY00015& HSHWY00031

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

K&E Alaska, Inc

Company Name

102 Burhart Street, Sitka AK 99835

Company Address (Street or PO Box, City, State, Zip)

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☒ Corporation incorporated under the laws of the State of Oregon, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

Twenty-Eight Million Four Hundred Ninety-Five Thousand and/nine----- Dollars
(\$ 28,495,000-----), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: September 30, 2027 or within N/ A calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover Six Thousand Nine Hundred and/nine----- dollars
(\$ 6,900.00-----) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$28,495,000.00 Payment Bond, and \$28,495,000.00 Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

K&E Alaska, Inc.

Company Name

Kerry D. Kuenzi

Signature of Authorized Company Representative

Kerry Kuenzi, President

Typed Name and Title

July 16, 2025

Date

(Corporate Seal)

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

[Signature]
Signature of Contracting Officer

Christopher Goins, P.E., Southcoast Regional Director, Alaska DOT&PF

Typed Name

7/28/2025

Date

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that the owner

K&E ALASKA, INC.

is licensed by the department to do business as

K&E ALASKA, INC.

3871 LANGLEY ST SE, SALEM, OR 97317-9322

for the period

January 16, 2025 to December 31, 2026
for the following line(s) of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner



Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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LICENSE DETAILS

This serves as primary source verification* of the license.

License #: 122316

Program: Construction Contractors

Type: General Contractor Without Residential Contractor Endorsement

Status: Active

DBA: K&E Alaska, Inc.

Issue Date: 05/23/2017

Effective Date: 03/25/2025

Expiration Date: 09/30/2026

Mailing Address: SALEM, OR, UNITED STATES

Public Note: See 176130 & 144260.

*Primary Source verification: License information provided by the Alaska Division of Corporations, Business and Professional Licensing, per AS 08 and 12 AAC.

Owners

Owner Name	Entity Number
K&E Alaska, Inc.	10058141

Relationships

No Relationships Found