

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Park Shelter Structural Repairs

Project Number: 22-350-1804

Contract Number: 2031

Cost Code: 350-0310-55000.1804

Issued for Construction

Date: March 15, 2023



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Canyon Rohrer

Construction Plan Set Completed By:
PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, AK 99503



**City of Valdez
Contract Documents**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

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Attachment A Titled “2022 Park Shelters Assessment-Repairs Detail” _____	Attached
Attachment B Titled “Valdez Park Shelter Foundation and Post Repairs” _____	Attached
Attachment C Titled “Structural Post Spacing Reference” _____	Attached



**City of Valdez
Invitation to Bid**

Date: March 15, 2023

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

This project includes, but is not necessarily limited to:

Base Bid:

Renovation of Alpine Woods Park Shelter at 7100 Richardson Hwy (10 Mile) and Robe River Park Shelter at 114 River Drive, Valdez, AK. Complete recommended repair summaries of structural connection deficiencies, cutoff timber posts 3' above finish grade, remove complete upper structure and set aside, demolish and dispose of remaining post and foundation elements (including any excess excavated soil), pour new structural slab-on-grade and pedestals, lift and set upper timber shelter on new foundation pedestals and secure with bolts per plans, prep and paint all wood surfaces and steel connections.

See attachments A-C for structural connection deficiencies repair details, post and foundation repair plans, structural post spacing reference measurements.

AA1:

Renovation of Glacier Campground Park Shelter.

Engineers Estimate for construction under \$150,000.00.

Sealed bids will be accepted electronically until 2:00 pm local time on April 5, 2023, at www.bidexpress.com. The bids will be publicly opened at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on March 22, 2023 at 10:00 am.

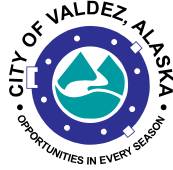
All questions must be submitted in writing by March 29, 2023 at 4:00 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez solicitation page at www.bidexpress.com. Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.



Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

The City of Valdez “Standard Specifications and Standard Details” shall be used. An electronic copy is available from the City of Valdez website at <http://www.valdezak.gov> under “standards and specifications” located on the “quick links” portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The Contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

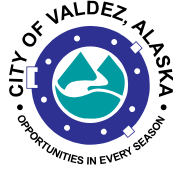
1. General

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer through Bid Express at www.bidexpress.com. Such requests shall arrive at least five working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site(s) to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write "NONE" on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids must be submitted electronically through Bid Express at www.bidexpress.com. Hard copy or paper submissions will not be accepted.

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$40 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the [FAQs](#) page regarding electronic bid bonds (bottom of the page in the link).

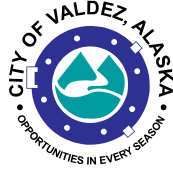
For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

6. Preparation of Bids

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.



7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addendum Acknowledgement Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of award.

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- G. Original signature pages (last page of bid schedule and bid bond)
- H. Certificate of good standing for a Corporation or LLC
- I. City of Valdez Business Registration
- J. Executed W-9 Form
- K. Proof of application for City of Valdez building permit submitted to the Planning Department.

9. Bonding Requirements

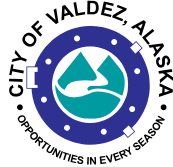
- A. Bid Security (Bid Bond or Certified Check)

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security shall be issued for five percent (5%) of the bid amount.

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award



has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.

B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

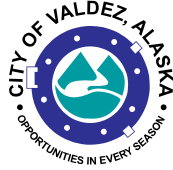
Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts or proof in detail as to his previous experience in performing similar or comparable work, technical abilities, equipment, size, manpower and financial resources to complete and perform the work as outlined in the contract documents, plans and specifications.

11. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.



12. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

13. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who previously failed to perform properly or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. Hiring of Local Labor

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

Section 2.80.020 Definitions

“Local bidder” means a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition for a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:

1. If the bidder is a corporation or limited liability company, the bidder’s primary business address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder’s primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



16. Award of Bid

The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held March 22, 2023, at 10:00 am at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



City of Valdez
Addendum Acknowledgement

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

Company Name

Authorizing Name

Date

Title

Signature

Addendum Acknowledgment

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If an addendum is issued after you have submitted your bid, you will need to come back to this form and update your Addendum Acknowledgment to reflect the new addendum.

Addendum Acknowledgment
Addendum 1 issued March 30, 2023

Initials *
CMH

Company Name *
CMH Construction LLC

Authorizing Name *
Clayton Harris

Date *
04/04/2023

Title *
Owner

Signature *
Clayton M. Harris



**City of Valdez
Bid Schedule
Page 1 of 1**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	1	LS	
2	Alpine Woods Park Shelter	All Req'd	LS	
3	Robe River Park Shelter	All Req'd	LS	
4	Field engineering, submittals, Shop & record drawings, operating instructions, O&M manuals and close-out punch list		LS	
Additive Alternate Bid Item				
AA #1	Glacier Campground Park Shelter	All Req'd	LS	

See Attached Electronic Exhibit B

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and Demobilization	1.0000	LS	\$0.00	\$0.00
2	Alpine Woods Park Shelter	1.0000	LS	\$70,214.00	\$70,214.00
3	Robe River Park Shelter	1.0000	LS	\$70,214.00	\$70,214.00
4	Field Engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punch list	1.0000	LS	\$2,000.00	\$2,000.00
					Total: \$142,428.00

Alternate Item List

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
(Hidden Banner) Component is not included in bid total.					
Alternates are not included in bid total.					
AA1	Glacier Campground Park Shelter	1.0000	LS	\$77,363.00	\$77,363.00
				Alternate Total: \$77,363.00	Total:



**City of Valdez
Bid Schedule
Page 2 of 2**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

Total Base Bid Amount:

_____ Dollars _____ Cents
(\$ _____)

I, _____, hereinafter called Bidder, an individual doing business as _____, (strike out if applicable words:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this _____ day of _____, 2023

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

Federal I.D. or S.S.N.

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Print Name

Bid Schedule Page 2 of 2 - ORIGINAL WILL NEED TO BE SUBMITTED BY SUCCESSFUL BIDDER

I (*authorized name below*), herinafter called Bidder, an individual doing business as (*company name below*), (strike out inapplicable words in original document:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications for the lump sum and unit price amounts as set forth in this bid schedule.

Company Name *

CMH Construction LLC

Authorizing Name *

Clayton Harris

Address *

430 West Mendeltna

Date *

04/04/2023

City, State, Zip Code *

Valdez, AK 99686

Title *

Owner

Telephone Number *

(907) 255-8016

Signature (typed) *

Clayton M. Harris

Federal I.D. or S.S.N. *

574-96-2640



Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL
LICENSING

INFORMATION

SEARCH LICENSE DATA

DATA DOWNLOADS

MY LICENSE

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Professional Licenses](#) / License Details

LICENSE DETAILS

This serves as primary source verification* of the license.

License #: 163591

Program: Construction Contractors

Type: General Contractor Without Residential Contractor Endorsement

Status: Active

DBA: CMH CONSTRUCTION LLC

Issue Date: 07/08/2020

Effective Date: 01/06/2023

Expiration Date: 12/31/2024

Mailing Address: VALDEZ, AK, UNITED STATES

*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
CMH CONSTRUCTION LLC	10134903

Relationships

No Relationships Found

Designations

No Designations Found

Agreements & Actions

No Agreements Or Actions

1/25/2023 7:59:25 AM (Alaskan Standard Time)

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

CMH Construction LLC

P.O. Box 1236, Valdez, AK 99686-1236

owned by

CMH CONSTRUCTION LLC

is licensed by the department to conduct business for the period

October 26, 2021 to December 31, 2023
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 Anderson
Commissioner

CMH Construction LLC
P.O. Box 1236
Valdez, AK 99686-1236



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

CMH Construction LLC

PO Box 1236

Valdez, AK 99686

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Lexon Insurance Company

155 NE 100th St, Ste. 201

Seattle, WA 98125

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Alaska as surety, hereinafter called the Surety, are held and firmly bound unto

City of Valdez

P.O. Box 307

Valdez, Alaska 99686

as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$ ^{5% of the total} bid amount),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severely, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of April, 202 3

(Witness)

CMH Construction LLC

(Principal)

(Seal)

[Signature]

(Title)

295B7024B2B449F...

Lexon Insurance Company

(Surety)

(Seal)

[Signature: Shelby Roberts]

(Title)

Shelby Roberts, Attorney-in-Fact

(Witness)





SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: Shelby Roberts as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of \$250,000.00.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: Richard Appel
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company

By: Richard Appel
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company

By: Richard Appel
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company

By: Richard Appel
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of April, 20 23.

By: Daniel S. Lurie

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



City of Valdez
Agreement Page 1 of 2

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

This agreement is made on the ____ day of _____, 2023, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and CMH Construction LLC doing business as a limited liability company located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **one hundred forty-two thousand, four hundred twenty-eight dollars and zero cents (\$142,428.00).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by August 1, 2023. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of one hundred dollars (\$100.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



City of Valdez
Agreement Page 2 of 2

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

CMH Construction LLC

Signature

Name

Title

Date

Mailing Address

City, State, Zip Code

Federal I.D. or S.S.N.

Corporate Secretary

Attest: _____
Corporate Secretary

City of Valdez, Alaska, Authorized

Sharon Scheidt, Mayor

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Date

Recommended:

Mark Detter, City Manager

Date

Nathan Duval, Capital Facilities Director

Date

Approved as to Form:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

My Commission Expires: _____

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

I, or the firm, association of corporation of which I am a member, a bidder on the Contract to be awarded, by the City of Valdez, Alaska, for the construction of that certain construction project designated as:

Located at Valdez, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

Subscribed and sworn to this _____ day of _____, 2023.

My Commission Expires:_____



**City of Valdez
Labor and Material Payment Bond**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, Alaska 99686**

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$ _____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2023, entered into a contract with Owner for

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

in accordance with Drawings and Specifications prepared by

**PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, AK 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



City of Valdez
Labor and Material Payment Bond

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 2023

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$))

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2023, entered into a contract with Owner for

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

in accordance with Drawings and Specifications prepared by

**PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, AK 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Performance Bond**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this ____ day of _____, 2023

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

CONTRACTOR: CMH Construction LLC

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day, _____, 2023.

CONTRACTOR

CITY OF VALDEZ, OWNER

 (Signature)

 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

Notary Public in and for Alaska
My Commission expires: _____



**City of Valdez
Special Provisions**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

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City of Valdez Special Provisions

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez “Standard Specifications and Standard Details.”

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Renovation of Alpine Woods Park Shelter at 7100 Richardson Hwy (10 Mile) and Robe River Park Shelter at 114 River Drive, Valdez, AK. Complete recommended repairs per attachments A-C. Cutoff timber posts 3’ above finish grade, remove complete upper structure and set aside, demolish and dispose of remaining post and foundation elements (including any excess excavated soil) – existing pads assumed to be 6” reinforced poured concrete, pour new structural slab-on-grade and pedestals, lift and set upper timber shelter on new foundation pedestals and secure with bolts per plans, prep existing surfaces, remove existing flaking paint from wood surfaces/rust from steel connections, paint clean, dry, wood surfaces/steel connections with Sherwin Williams Duramax Roasted Coffee 2009-10 Satin Latex Exterior Paint + Primer from Lowe’s or approved equal.

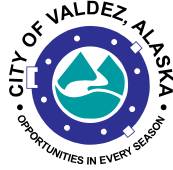
See attachments A-C for structural connection deficiencies repair details, post and foundation repair plans, structural post spacing reference measurements.

Alternate Bid(s)

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Renovation of Glacier Campground Park Shelter at 1200 Airport Rd., Valdez, AK. Complete recommended repairs per attachments A-C. Cutoff timber posts 3’ above finish grade, remove complete upper structure and set aside, demolish and dispose of remaining post and foundation elements (including any excess excavated soil) – existing pads assumed to be 6” reinforced poured concrete, pour new structural slab-on-grade and pedestals, lift and set upper timber shelter on new foundation pedestals and secure with bolts per plans, prep existing surfaces, remove existing flaking paint from wood surfaces/rust from steel connections, paint clean, dry, wood surfaces/steel connections with Sherwin Williams Duramax Roasted Coffee 2009-10 Satin Latex Exterior Paint + Primer from Lowe’s or approved equal.

See attachments A-C for structural connection deficiencies repair details, post and foundation repair plans, structural post spacing reference measurements.



SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by August 1, 2023.

Liquidated damages will be assessed in the sum of One Hundred dollars (\$100.00) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City of Valdez) can safely allow occupancy for the intended use of the structures which are the subject of the contract.

SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste to the C&D landfill pit on Glacier Haul Rd or City Baler facility on South Sawmill Drive as allowed. Please contact the Baler ahead of time for arrangements and clarification on the disposal of material. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Local building permit fees are waived. The Contractor will be responsible for obtaining any required local building permits before the NTP is issued. The Contractor will need to call the City Planning Department at 907-834-3401.

Staging areas: Alpine Woods Park Shelter – On-site at park shelter, Robe River Park Shelter– On-site at park shelter and at snow lot North of adjacent fire station as needed (do not park vehicles in front of fire station), Glacier Campground Park Shelter – On-site at park shelter.

An 11'6" gate access is available at the Robe River Shelter site. If a larger access is needed, Contractor will be responsible for removing a section of fence as needed to complete work and re-fencing to original condition.

No on-site water or power is available. Contractor to provide water and power sources as needed.

Existing metal standing barbeque grills to be salvaged and stored on-site to be removed by Owner.

The Contractor is responsible for setting up detours or barricades if work is in a public area and will interfere with normal traffic flow.



Restroom facilities are available on-site at Alpine Woods and Robe River. The Contractor is responsible for providing crew restroom facilities at the Glacier Campground site (porta potty).

SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Project Manager a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The Contractor shall take all precautions necessary to control dust. The Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractor shall be responsible for all associated cleanup costs and fines.

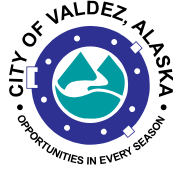
At all times during the Project, the work site is to be kept clean and orderly. Contractor to minimize impact on and maintain/return project area landscape/grass to original or better condition at Project completion.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work. A Building Permit will be required but there will be no charge.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.



SP 10 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the Contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: "Disbursement of money by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code." Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer's deposits.

SP 11 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work, The Standard Specifications are available for purchase from the Engineer's Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attachments A-C, drawings, reference documentation and reports. These documents by reference are included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

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City of Valdez
Modifications and Additions to the Standard Specifications

Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031

Division 10 Standard General Provisions

Article 7.5 Progress Payments

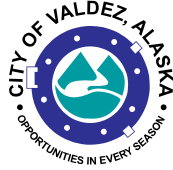
Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for payment by Jan. 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Park Shelter Structural Repairs
Project Number: 22-350-1804 / Contract Number: 2031**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Links:

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>

In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.