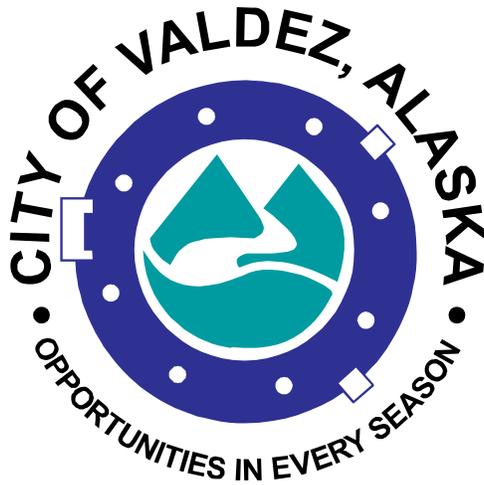


CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

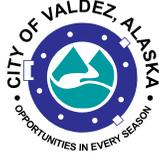
Project: VHS Pool Column Repair  
Project Number: 21-310-9516  
Contract Number: 2028  
Cost Code: 310-9517-58000  
Issued for Construction  
Date: April 7, 2023



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

Project Manager:  
Austin Rake

Construction Plan Set Completed By:  
**BDS Architects**  
**3330 C Street Ste. 200**  
**Anchorage, AK 99503**

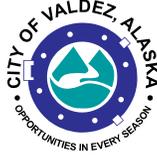


**City of Valdez  
Contract Documents**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

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**City of Valdez  
Invitation to Bid**

**Date: April 7, 2023**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

This project includes, but is not necessarily limited to:

**Repair of corroded structural column at pool area, as well as replacement of existing deck drain system and surrounding concrete to mitigate future column corrosion. May also include draining pool area, cleaning pool of debris, and re-filling with water.**

Engineer's Estimate for construction is under \$ \$150,000.00

Sealed bids will be accepted electronically until 2:00pm local time on May 5, 2023, at [www.bidexpress.com](http://www.bidexpress.com). The bids will be publicly opened and read at that time. The bids will be publicly opened and read 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 April 21, 2023, at 2:00pm. The call-in instructions for the pre-bid meeting are listed below.

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityofValdezCapitalFacilities>

You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)

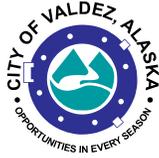
United States: +1 (872) 240-3212 - One-touch: tel:+18722403212,,579366269#  
Access Code: 579-366-269

Deadline for questions is Friday, April 28, 2023 at 2:00pm Alaska Time.

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](http://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.

For bids in excess of \$100,000, Payment and Performance Bonds in the amount of 100% of the contract amount are required.



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

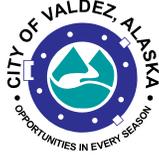
Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid as required by AS 36.05.070.

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.

Solicitation of bids, award of bid, bid protest of qualified bidders and award of contract will be conducted in accordance with 04 AAC 31.080. Bid protests may be filed within 10 days after notice of Intent to Award is issued.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at [www.valdezak.gov](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: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

**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 of 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.

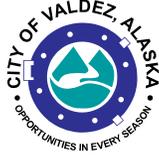
**1. General**

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. Such requests shall arrive at least three 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 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](http://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).

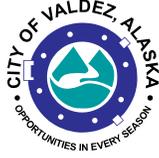
For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at [support@bidexpress.com](mailto:support@bidexpress.com)

### 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.

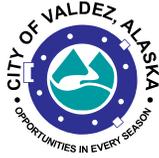
## **9. Bonding Requirements**

### **A. Bid Security**

Bid 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 or Bid Bond 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).

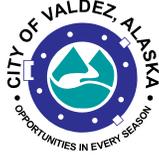
A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

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

## **15. Protests**

Any protest of the bids or award must be filed by the aggrieved bidder with the Owner, in writing, within ten (10) calendar days of the Notice of Intent to Award requesting a hearing for a determination and award of the contract in accordance with the law. The final decision regarding any protest will rest solely and completely with the Owner.

## **16. Award of Bid**

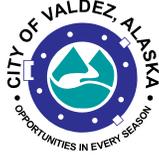
The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

## **17. Pre-Bid Conference**

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on April 20, 2023 at 2:00pm.

## **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: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

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 _____

*See Attached Electronic Exhibit A*

\_\_\_\_\_  
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

**No addenda issued**

**Initials \***

PM

**Company Name \***

Orion Construction Inc

**Authorizing Name \***

Patrick Merow

**Date \***

5/5/23

**Title \***

Vice President

.

**Signature \***

Patrick Merow



**City of Valdez  
Bid Schedule Page 1 of 2**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization/demobilization	All Req'd	Lump Sum		
2	Concrete/drain demolition and replacement	All Req'd	Lump Sum		
3	Column repair	All Req'd	Lump Sum		
4	Field engineering, submittals, shop & record drawings, operating instructions, O&M Manuals, and close-out punch list.	All Req'd	Lump Sum		
5	Owner's construction contingency allowance	1	Contingent Sum	\$10,000.00	\$10,000.00
<p>PLEASE NOTE: The following unit pricing below is required for bids to be accepted. These additional unit prices are for quantities beyond base bid amount.</p>					
6	Cutting, demolition, and removal of existing 5" slab on grade	1	Square Ft		
7	Concrete/drain replacement and reinforcement per detail 4/S1.02	1	Lineal Ft		

See Attached Electronic Exhibit B

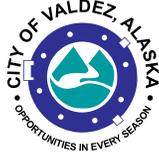
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<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
1	Mobilization and Demobilization	1.0000	LS	\$3,000.00	\$3,000.00
2	Concrete/drain demolition and replacement	1.0000	LS	\$50,318.00	\$50,318.00
3	Column Repair	1.0000	LS	\$32,500.00	\$32,500.00
4	Field Engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punch list	1.0000	LS	\$15,000.00	\$15,000.00
5	Owner's construction contingency allowance	1.0000	LS	\$10,000.00	\$10,000.00
					<b>Total: \$110,818.00</b>

**PLEASE NOTE: The following unit pricing is required for bids to be accepted. These additional unit prices are for quantities beyond base bid amount**

\$716.25

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
Alternate: Owner-agency may award independently from entire bid.					
6	Cutting demolition, and removal of existing 5" slab on grade	1.0000	SQ FT	\$316.25	\$316.25
7	Concrete/drain replacement and reinforcement per detail 4/ S1.02	1.0000	LFT	\$400.00	\$400.00
				<b>Alternate Total: \$716.25</b>	
				<b>Total: \$716.25</b>	



**Bid Schedule Page 2 of 2**

**Project: VHS Pool Column Repair**  
**Project Number: 21-310-9516/ Contract Number: 2028**

Total Bid Amount:

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents  
(\$ \_\_\_\_\_ )

I, \_\_\_\_\_, hereinafter called Bidder, an individual doing business as \_\_\_\_\_, (strike out inapplicable words:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submit this bid and agree: 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

CORPORATE SEAL

\_\_\_\_\_  
Federal I.D. or S.S.N.

ATTEST:

\_\_\_\_\_  
Signature of Corporate Sec.

\_\_\_\_\_  
Print Name

*See Attached Electronic Exhibit C*

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

---

I (*authorized name below*), hereinafter 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 \***

Orion Construction Inc

**Authorizing Name \***

Patrick Merow

**Address \***

3038 N. Caribou Street

**Date \***

5/5/23

**City, State, Zip Code \***

Wasilla, AK 99654

**Title \***

Vice President

**Telephone Number \***

(907) 631-3550

**Signature (typed) \***

Patrick Merow

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

26-0426783



**City of Valdez  
Bid Bond**

**KNOW ALL MEN BY THERE PRESENTS**, that we

Orion Construction, Inc.  
3038 N. Caribou Street  
Wasilla, AK 99654

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

as Principal, hereinafter called the Principal, and

The Ohio Casualty Insurance Company  
2233 112th Avenue NE  
Bellevue, WA 98004

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

New Hampshire  
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

Five Percent (5%) of the Total Amount Bid Dollars (\$ ---5%--- ),

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 severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

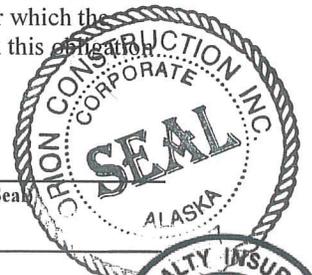
**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

**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 05th day of May, 2023

Stanny Goss  
(Witness)

Orion Construction, Inc.  
(Principal) (Seal)  
Corp. Sec.  
(Title)



Andrew Kumpshak  
(Witness)

The Ohio Casualty Insurance Company  
(Surety) (Seal)  
Roger Kaltenbach  
(Title) Roger Kaltenbach, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208661-023001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles W. Floberg, Drew D. Neessen, James Hamlin, John M. Miller, Mason M. Marks, Michael S. Cranston, Nicholas Warren and William M. Smith of Portland, OR; Ronald J. Lange, Charla M. Boadle and Jennifer Barret of Spokane, WA; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich and Sharon Pope of Anchorage, AK; Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M. French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson all of the city of Bellevue state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 05th day of May, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

License #: CONE33379  
Effective: 12/12/2022  
Expires: 12/31/2024

# State of Alaska

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing

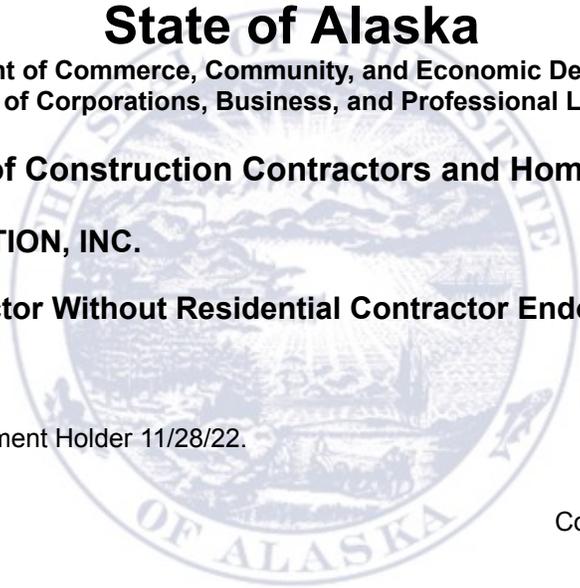
## Regulation of Construction Contractors and Home Inspectors

Licensee: **ORION CONSTRUCTION, INC.**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

**Note:** Removed Residential Endorsement Holder 11/28/22.



Commissioner: Julie Sande

### Relationships

No relationships found.

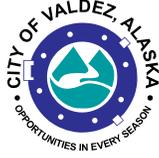
### Designations

No designations found.

ORION CONSTRUCTION, INC.  
3038 N CARIBOU ST  
WASILLA, AK 99654-4301

### Wallet Card

<b>State of Alaska</b> Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors		
ORION CONSTRUCTION, INC.		
As		
General Contractor Without Residential Contractor Endorsement		
License CONE33379	Effective 12/12/2022	Expires 12/31/2024



**City of Valdez  
Agreement Page 1 of 2**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

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This agreement is made \_\_\_\_ day of June, 2023, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Orion Construction, Inc. doing business as a corporation, located in Wasilla, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

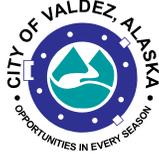
**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

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 ten thousand, eight hundred eighteen dollars and zero cents (\$110,818.00)**.

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 within **sixty (60)** calendar days of the Notice to Proceed. 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 thousand, two hundred and fifty dollars and zero cents (\$1,250.00) 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 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: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

---

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.

**Orion Construction, Inc.**

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sharon Scheidt, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Attested:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

**Recommended:**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Nathan Duval, Interim City Manager

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal I.D. or S.S.N.

\_\_\_\_\_  
Scott Benda,  
Acting Capital Facilities Director

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Date

**Approved as to Form:**  
Brena, Bell & Walker, P.C.

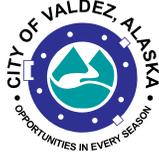
Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Jon S. Wakeland

\_\_\_\_\_  
Date







**City of Valdez  
Performance Bond**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

**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

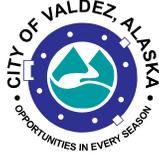
**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

in accordance with Drawings and Specifications prepared by

**BDS Architects  
3330 C Street Ste. 200  
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: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

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)

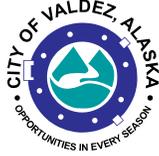
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)



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

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

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: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

in accordance with Drawings and Specifications prepared by

**BDS Architects  
3330 C Street Ste. 200  
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: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

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)

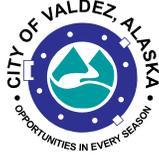
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)



**City of Valdez  
Contractor Certificate of Substantial Completion**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

CONTRACTOR: \_\_\_\_\_

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)

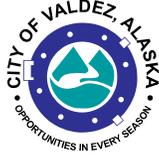
\_\_\_\_\_  
Capital Facilities Director

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REMARKS: \_\_\_\_\_  
\_\_\_\_\_



**City of Valdez  
Contract Release Page 1 of 2**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

The undersigned, \_\_\_\_\_  
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

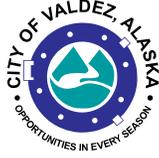
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ \_\_\_\_\_  
as full and final payment in consideration for all services, materials and labors rendered in connection with this Contract.

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.



**City of Valdez  
Contract Release Page 2 of 2**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

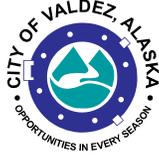
\_\_\_\_\_  
TITLE

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be its \_\_\_\_\_ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_



**City of Valdez  
Special Provisions**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

**SP 01 General Statement**

The Special Provisions set forth conditions and requirements unique to this Project 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:

Repair the corroded structural column at pool area, as well as replacement of existing deck drain system and demolition of all necessary surrounding concrete to mitigate future column corrosion. May also include draining pool area, cleaning pool of debris, and re-filling with water.

**SP 03 Time of Completion**

Work cannot begin until September 1, 2023 and all work shall be completed in accordance with the Contract Documents by September 29, 2023.

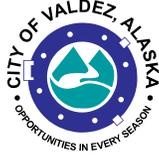
Liquidated damages will be assessed in the sum of One Thousand Two Hundred and Fifty Dollars (\$1250) for each calendar day after the completion date during which the Project remains incomplete.

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) can occupy or use the structure or that which is the subject of the contract, for its intended use.

**SP 04 Special Site Conditions**

Staging area will be provided, exact location will be determined with contractor on-site.

Contractor will also be required to provide their own port-a-potty for the duration of the project.



Contractor is also responsible for monitoring and protecting the concrete during its curing phase, for up to 30 days after pouring.

Contractor must work outside of scheduled swimming practice hours, which will be provided before work begins. Contractor must also provide adequate dust protection in work area that does not interfere with other swimming operations in the large pool.

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 out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. 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.

**Per Valdez City Schools – School Board Policy – BP 3515.5 Restrictions on Sex Offenders on Campus**

**Contractors**

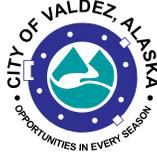
**Any outside contractor with whom the district contracts, and whose employees or agents may have contact with students, is prohibited from sending any employee or agent who is a sex offender/ child kidnapper to any district property when students are present. The contractor shall certify in writing the contractor's knowledge and understanding of this policy.**

**Legal References:**

**ALASKA STATUTES**

12.63.010-.020 Registration of sex offenders and related requirements; Duration of sex offender or child kidnapper duty to register

12.63.100(5) Registration of sex offenders - Definitions



**City of Valdez  
Special Provisions**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

**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 Engineer 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. The Contractor shall be responsible for all associated cleanup costs and fines.

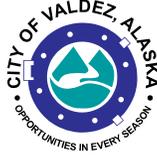
At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

**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.



## City of Valdez Special Provisions

**Project: VHS Pool Column Repair**  
**Project Number: 21-310-9516/ Contract Number: 2028**

### **SP 10 Local Forest Products**

Use of timber, lumber, and manufactured lumber products originating from local forests in Alaska shall be used wherever practicable per AS 36.15.010.

### **SP 11 Payment**

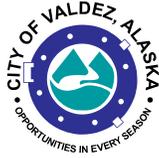
Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the Contractor's use.

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 12 Change Orders**

Changes to the work may be accomplished after award of the contract by change order. Any change to the scope of work, including any cost difference or change in completion date from that shown in the original contract, shall be approved by the Owner in writing prior to initiation of any such work. The Contractor shall provide a written breakdown showing costs of all materials, labor, and any markups for the work for review by the Owner prior to approval. The total amount of Contractor markups on such work shall be limited to not more than 20% of the actual cost of the work (materials and labor), or not more than 30% of the total cost of the work if such work shall be performed by a subcontractor.



### **SP 13 Warranty**

The Contractor will provide minimum one year warranty from date of substantial completion on all Contractor and Subcontractor supplied materials, labor and services provided.

### **SP 14 Closeout**

#### Tax Clearances

Upon completion of the project, the Contractor shall grant permission to the Alaska Department of Labor and Workforce Development to provide the Owner with clearance that all Payroll Taxes have been paid by the Contractor and all Subcontractors that have worked on the project.

In addition, the Contractor shall grant permission to the Alaska Department of Revenue to provide the Owner with clearance that all Corporate Taxes have been paid by the Contractor.

#### Certified Payroll

The Contractor shall provide the Owner with an approved Notice of Completion from the Alaska Department of Labor and Workforce Development upon completion of the project.

Per ADOLWD directive, a portion of the final payment shall be retained by the Owner until such time as an approved Notice of Completion is received. This standard shall also be applied to include the Payroll and Corporate tax clearances.

#### Release of Liens

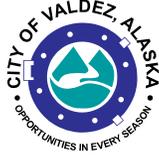
Following final payment of the contract, the Contractor shall provide the Owner with a Release of Liens removing all claims the Owner.

#### Consent of Surety

Following final payment of the contract where Payment and Performance bonds have been issued, the Contractor shall in addition provide the Owner with a Consent of Surety.

#### Maintenance, Operation, Ownership of the Completed Project

The Contractor shall provide project documentation required to establish an effective facility management and preventative maintenance program that satisfies the requirements of AS 14.11.011(b)(4).



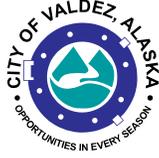
### **SP 15 References to City of Valdez Standard Specifications (CVSS)**

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 16 Construction Specifications**

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "Valdez High School Pool Column Repair". These drawings are by reference included herein.



**City of Valdez  
Modifications and Additions to the Standard Specifications**

**Project: VHS Pool Column Repair  
Project Number: 21-310-9516/ Contract Number: 2028**

Division 10                      Standard General Provisions

Article 5.5 Shop Drawings, G. Resubmittal

Add the following:

Contractor to pay Architect / Engineer's current hourly rate for review time of third and subsequent resubmittals on an individual specification section. Expenses shall be deducted from the contractor's monthly pay application.

Article 7.5    Progress Payments

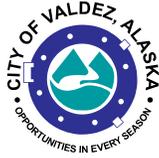
Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>) must be received by the city no later than January 31<sup>st</sup> of the following year. Failure to provide a request for payment by Jan. 31<sup>st</sup> for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31<sup>st</sup> 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 1<sup>st</sup> to December 31<sup>st</sup>) must be received by the city no later than January 31<sup>st</sup> of the following year. Failure to provide a request for final payment by January 31<sup>st</sup> for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31<sup>st</sup> 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 Wage Rates

### Project: VHS Pool Column Repair Project Number: 21-310-9516/ Contract Number: 2028

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.