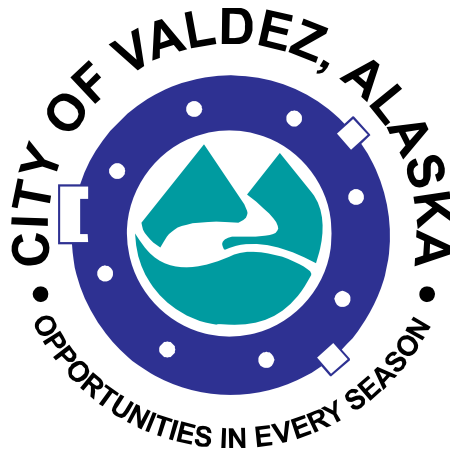


CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: VCT Causeway Repairs
Project Number: 20-350-2011
Contract Number: 1747
Cost Code: 350-0310-55000.2011
Issued for Construction
Date: February 26, 2021



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

Project Manager:
Tom Sanborn

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



**City of Valdez
Contract Documents**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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Drawings Titled “VCT Causeway Repairs”_____	Attached
Appendix A – Reference Drawings VCT Causeway (1980)_____	Attached



**City of Valdez
Invitation to Bid**

Date: February 26, 2021

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

The VCT Causeway Repairs Project includes, but is not necessarily limited to:

Completing concrete repairs on eight (8) pile caps suffering from varying degrees of deterioration. The project also includes removing the existing guardrail, repairing any vertical supports, and installing a new W-beam guardrail along the full length of the causeway.

Engineers Estimate for construction is between \$ 550,000 and \$ 650,000.

Sealed bids will be accepted electronically until 10:00 am local time on March 30, 2021, 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 10, 2021, at 1:30 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: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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.

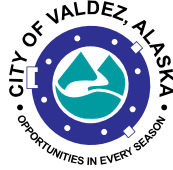
1. General

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. 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. 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 \$35 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
- F. Verification of Experience in accordance with Section 30.10, Article 11.1.

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. Certificate of good standing for a Corporation or LLC
- H. City of Valdez Business Registration
- I. Executed W-9 Form

9. Bonding Requirements

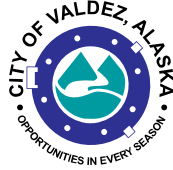
- A. Bid Security (Bid Bond or Certified Check)

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's Verification of Experience submitted with their bid will be evaluated against the Experience Requirements in Section 30.10, Article 11.1. Failure to submit the Verification of Experience by the bid deadline may result in a bid being declared non-responsive.

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:

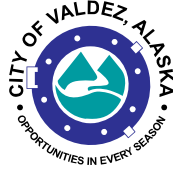
Section 2.80.020 Definitions

“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 on March 10, 2021, at 1:30 pm 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: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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 22, 2021

Initials *
TVL

Company Name *
Build Alaska General Contracting, LLc

Authorizing Name *
Mary VanLiere

Date *
03/29/2021

Title *
Managing Member/Owner

Signature *
Mary VanLiere



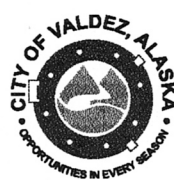
**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

<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 and demobilization	1	LS	N/A	
2	Worker Meals and Lodging, or Per Diem	1	LS	N/A	
3	Pile Cap Concrete Repairs	40	Cubic Foot		
4	Reinforcement Materials	60	Linear Foot		
5	Reinforcement Installation	60	Linear Foot		
6	Guardrail Replacement	3,000	Linear Foot		
7	Contingency Account (Additional Concrete and Reinforcement Repairs)	1	CS	N/A	\$50,000
8	Field engineering, submittals, shop & record drawing, operating instructions, O&M manuals, and close out punch list	1	LS	N/A	

Note: All other work necessary to complete this project in accordance with the contract documents is incidental to the bid items in this bid schedule.

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and demobilization	1.0000	LS	\$88,350.00	\$88,350.00
2	Worker Meals and Lodging, or Per Diem	1.0000	LS	\$45,305.00	\$45,305.00
3	Pile Cap Concrete Repairs	40.0000	CF	\$4,900.00	\$196,000.00
4	Reinforcement Materials	60.0000	LF	\$85.50	\$5,130.00
5	Reinforcement Installation	60.0000	LF	\$310.00	\$18,600.00
6	Guardrail Replacement	3,000.0000	LF	\$28.50	\$85,500.00
7	Contingency Account (Additional Concrete and Reinforcement Repairs)	1.0000	CS	\$50,000.00	\$50,000.00
5	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1.0000	LS	\$29,320.00	\$29,320.00
					Total: \$518,205.00



City of Valdez
Bid Schedule
Page 2 of 2

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

Total Base Bid Amount:

Five hundred eighteen thousand two hundred five Dollars No Cents
(\$ 518,205.00)

I, MARY VANLIERE, hereinafter called Bidder, an individual doing business as BUILD ALASKA GENERAL CONTRACTING, (strike out inapplicable 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 30 day of MARCH, 2021

BIDDER:

BUILD ALASKA GENERAL CONTRACTING
Company Name

MARY VANLIERE
Authorizing Name

PO Box 2216
Address

OWNER - MANAGING MEMBER
Title

HOMER, AK 99603
City, State, Zip Code

Mary VanLiere
Signature

(907) 399-7484
Telephone Number

mary@buildingalaska.net
Email Address

55-889437
Federal I.D. or S.S.N.

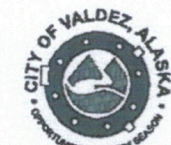
CORPORATE SEAL

ATTEST:

[Signature]
Signature of Corporate Sec.

TODD VANLIERE
Print Name





**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

Build Alaska General Contracting LLC
PO Box 2216
Homer, AK 99603

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

as Principal, hereinafter called the Principal, and

Western National Mutual Insurance Company
PO Box 1463
Minneapolis, MN 55440

(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 Five percent of attached bid

Dollars (\$ 5% of attached bid),

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: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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 24th day of March, 2021

(Witness)

(Witness)

(Principal)

(Seal)

Todd Vanliere, Member

(Title)

(Surety)

(Seal)

Christopher Pobieglo, Attorney in Fact

(Title)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Angie M Pobieglo, Christopher S Pobieglo, Eric VanHorne, Geoffrey S Willis

Business Insurance Associates (#009691)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

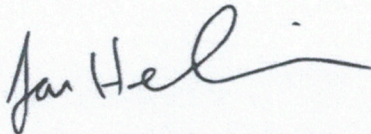
RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

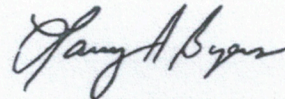
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.



Jon R. Hebeisen, Secretary

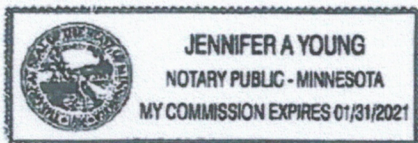


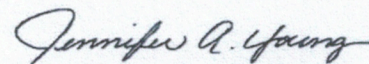


Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

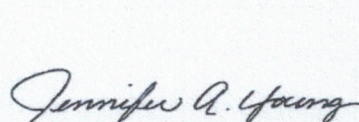





Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 24 day of March, 2021

Jennifer A. Young, Assistant Secretary

License #: CONE39660
Effective: 12/21/2020
Expires: 12/31/2022

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: **BUILD ALASKA GENERAL CONTRACTING, LLC**

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

Status: **Active**

Doing Business As: **BUILD ALASKA GENERAL CONTRACTING, LLC**

Commissioner: Julie Anderson

Relationships

No relationships found.

Designations

No designations found.

Relationships

Relationships

Relationships

Relationships

Relationships

Relationships

Relationships

Wallet Card

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Regulation of Construction Contractors and Home Inspectors

BUILD ALASKA GENERAL CONTRACTING, LLC

DBA: BUILD ALASKA GENERAL CONTRACTING, LLC

As

General Contractor Without Residential Contractor Endorsement

BUILD ALASKA GENERAL CONTRACTING
Po Box 2216
Homer, AK 99603-2216

License
CONE39660

Effective
12/21/2020

Expires
12/31/2022

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

BUILD ALASKA GENERAL CONTRACTING, LLC

PO BOX 2216, HOMER, AK 99603

owned by

BUILD ALASKA GENERAL CONTRACTING, LLC •

is licensed by the department to conduct business for the period

December 23, 2019 to December 31, 2021
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



City of Valdez
Agreement Page 1 of 2

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

This agreement is made on the ____ day of April, 2021, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Build Alaska General Contracting, LLC doing business as a partnership, located in Homer, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

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: **five hundred eighteen thousand, two hundred five dollars and zero cents (\$518,205.00)**.

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 between the dates of May 1 and July 2, 2021. 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 Five Hundred Dollars (\$500) 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: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

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.

Build Alaska General Contracting, LLC

City of Valdez, Alaska, Authorized

Signature

Sharon Scheidt, Mayor

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Date

Mailing Address

Recommended:

City, State, Zip Code

Mark Detter, City Manager

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

Date

Corporate Secretary

Nathan Duval, Capital Facilities Director

Date

Approved as to Form:

Brena, Bell & Walker, P.C.

Attest: _____

Corporate Secretary

Jon S. Wakeland

Date



**City of Valdez
Partnership Acknowledgement**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

(To be filled in when Contract is executed in behalf of a Partnership)

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2021.

(Name of Acknowledging Partner or Agent)

(Title)

(Name of Partnership)

Notary Public

My Commission Expires: _____

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

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 _____, 2021.

My Commission Expires:_____



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

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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 Obligee, 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 _____, 2021, entered into a contract with Owner for

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

in accordance with Drawings and Specifications prepared by

**PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 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: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

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 _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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 _____, 2021, entered into a contract with Owner for

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

in accordance with Drawings and Specifications prepared by

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

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



**City of Valdez
Performance Bond**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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 _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

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, _____, 2021.

CONTRACTOR

CITY OF VALDEZ, OWNER

 (Signature)

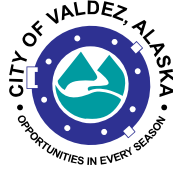
 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____



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

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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.

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20_____, 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 , 2021.

Notary Public in and for Alaska
My Commission expires:



**City of Valdez
Special Provisions**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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City of Valdez Special Provisions

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

SP 01 General Statement

These 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. (CVSS)”

This project includes one schedule of Work, as further defined in SP02. Technical specifications for this work utilizes the CVSS as modified by the "Modifications and Additional Specifications" included in the bid documents.

SP 02 Scope of Work

The VCT Causeway Repairs Project includes, but is not necessarily limited to:

Concrete repairs on eight (8) pile caps suffering from varying degrees of deterioration; as well as removing the existing guardrail, repairing any vertical supports, and installing a new W-beam guardrail along the full length of the causeway.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents between the dates of May 1, 2021 and July 2, 2021.

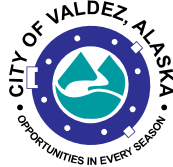
Liquidated damages will be assessed in the sum of Five Hundred Dollars (\$500) for each calendar day after the completion date during which the Project remains incomplete.

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

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.

Staging area will be on site as directed by the Project Manager.

The Contractor will be responsible for moving items necessary to complete the work.

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

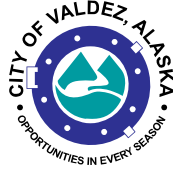
Any closures along the VCT Causeway shall also include advance notifications and coordination with the following: Valdez Ports & Harbor Department, Valdez Fire Department, Valdez Police Department, and Valdez Public Works Department. All closures require a minimum advanced notice of 3 business days to ensure impacts to stakeholders are minimized. Notification does not guarantee approval - closures are subject to City approval, which must be provided by the Project Manager in writing.

During construction, the contractor will only be permitted to close or impede 1 traffic lane at a time, with the exception of set-up or movement of scaffolding or other similar equipment, which shall be limited to the minimum time required and not to exceed 2 hours per set-up or day. The contractor is required to submit a request for closing both traffic lanes at least 5 business days in advance.

When, in the opinion of the Project Manager, traffic maintenance is deficient, inadequate, improper, or conditions are such that safety is adversely affected, the Contractor will be notified in writing by the Project Manager. Such notification shall be accompanied by a statement of the corrective action to be taken. If the Contractor fails to comply with such instruction, the Engineer or Project Manager may stop any or all Work on the project until satisfactory, corrective action is taken. Unacceptable traffic control and stop work order is not subject to Contractor claims for additional costs. In the event that the Contractor neglects to take prompt action after receipt of the notice, the Project Manager shall order such Work, as deemed necessary to ensure public safety, to be accomplished by outside forces. The cost of this Work shall be deducted from monies due the Contractor.

Any unauthorized traffic closure may be subject to a penalty of \$50/minute/lane deducted from monies due to the Contractor.

The Contractor is advised of the expected presence of nesting bird activity. The Owner will schedule nest removal to coincide with the start of construction. Following this nest removal, the contractor will be responsible pursuing the work and implement any necessary measures so that nesting activity does not cause delays or interruptions to the project.



The Owner will not assess any liquidated damages due to schedule delays resulting from nesting bird activity. Additionally, any such delays will not be considered grounds for additional compensation.

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.

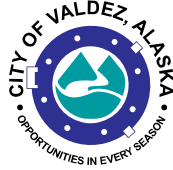
At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work. At a minimum, a Floodplain Development Permit (see Appendix B) will be required. Permitting fees will be waived. The Contractor shall adhere to the provisions and stipulations set forth in all applicable permits. The Contractor should call the City Building Department at 907-834-3401 with any additional questions regarding permits.

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 Contingency Account

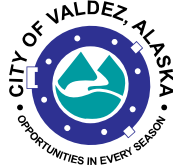
The contingency account includes furnishing all labor, equipment, and materials that may be required due to increased unit quantities above the estimates in the Plans or Specifications for the following Bid Items:

3. Concrete Pile Cap Repairs
4. Reinforcement Materials
5. Reinforcement Installation

This contingency account bid item is based on a pre-determined contingent sum amount of \$50,000. Any increased quantities require approval from the Project Manager, and will be paid at the same unit prices for those bid items. Any unused funds from the contingency account will be retained by the Owner. The contingency account may also be used for additional scope items that fall within the original intent of the project with authorization from the Project Manager.

SP 12 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 Capital Facilities 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 13 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawings titled "VCT Causeway Repairs". These drawings are by reference included herein.



City of Valdez

Modifications and Additions to the Standard Specifications

Project: VCT Causeway Repairs

Project Number: 20-350-2011 / Contract Number: 1747

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10.01	Modification: Definitions	
10.05	Modification: Control of Work	
10.06	Modification: Legal Relations and Responsibilities	
10.07	Modification: Measurement and Payment	
<u>Division 30</u>	<u>Concrete</u>	<u>34</u>
30.10	Addition: Concrete Structural Repairs	
<u>Division 70</u>	<u>Miscellaneous</u>	<u>41</u>
70.11	Modification: Guardrail	
70.20	Addition: Mobilization and Demobilization	
70.21	Addition: Worker Meals and Lodging or Per Diem	
70.22	Addition: Removal and Disposal of Materials	



City of Valdez
Modifications and Additions to the Standard Specifications

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

Division 10 STANDARD GENERAL PROVISIONS

Section 10.01 Definitions

Add the following:

ENGINEER – The ENGINEER shall be further defined as:

PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, AK 99503
Tel. (907) 561-1011

Section 10.05 Control of Work

Article 5.5 Shop Drawings

A. General

Insert the following to this Section:

Contractor is encouraged to submit shop drawings in PDF format in lieu of hardcopies.

D. Review Period

Insert the following to this Section:

Engineer may return submittals in PDF format in lieu of hardcopies.

Article 5.6 Product Data

Add the following:

Contractor is encouraged to provide submittals in PDF format in lieu of hardcopies.



Section 10.06 Legal Relations and Responsibilities

Article 6.9 Insurance

Add the following:

Include the following parties or entities as additional insured:

- A. City of Valdez, 212 Chenega Ave., Valdez, Alaska, 99686.
- B. PND Engineers, Inc. 1506 West 36th Avenue, Anchorage, Alaska 99503.

Section 10.07 Measurement and Payment

Article 7.5 Progress Payments

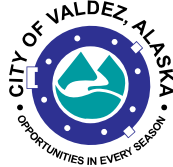
Add the following:

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.



Division 30 CONCRETE

Add the following Section to this Division:

SECTION 30.10 CONCRETE STRUCTURAL REPAIRS

Article 11.1 Description

The Work under this Section shall include all labor, materials, tools, work platforms, and equipment necessary to access and repair deficient concrete to restore structural adequacy as determined by the Engineer. Repair work includes site access, demolition and disposal, cleaning and surface preparation, furnishing and installing all repair material, bonding agents, and curing compounds as shown in the Plans to the satisfaction of the Engineer and in accordance with the requirements of the Contract Documents.

Submittals:

A. Site Access Plan:

- a. Access plan for each site location to be repaired. Plan shall consider environmental conditions such as inclement weather, tidal variations, vehicle/pedestrian interactions, etc.
- b. List of equipment and materials needed for access.
- c. Technical specifications, certifications, user manuals and/or product data for equipment and/or materials utilized.
- d. Traffic control plan as needed for any pedestrian or vehicular impedance in accordance with Division 10.
- e. Security clearances for all personnel, including subcontractors, requiring access on-site. Contractors are responsible for following all City and Federal security and access requirements including, but no limited to, the following:
 - i. Entrants must have a valid TWIC card and register with the Port Office for a security briefing and personalized PIN. A TWIC holder may escort up to 5 people with whom do not possess a valid TWIC card provided the escorted remain “side-by-side” with the escort.
 - ii. All vehicles must be operated by a person with a registered TWIC card utilizing the assigned PIN.
 - iii. All persons working under this contract must have the facility security briefing regardless of TWIC status.
 - iv. The City bears no responsibility for payment or obtaining TWIC credentials.

B. Concrete Demolition:

- a. Concrete demolition and disposal plan in conjunction with Section 70.22.
- b. List of equipment and materials needed for demolition and disposal.
- c. Technical specifications, certifications, user manuals, material safety data sheets, and/or product data for equipment and/or materials utilized in demolition efforts.

C. Concrete Repair

- a. Repair plan, procedures, and quality control measures for each method of



repair anticipated to be conducted.

- b. Technical specifications, certifications, user manuals, material safety data sheets, and/or product data for equipment and/or materials utilized in concrete repair including mortar, bonding agent, curing compounds, and mechanical splices.

D. Experience Requirements

- a. List of completed concrete repair projects within the last 5 years. The list shall include a minimum of 3 projects with similar scope of work that includes dates of work, descriptions, references, and amount of work performed. Superintendents, project managers, or sub-contractors performing the work may satisfy this requirement.

Article 11.2 Materials

General:

- A. All materials shall conform to the Contract Documents and as shown on the Plans
- B. Material not specifically noted in the Contract Documents or on the Drawings shall be submitted by the Contractor for approval by the Engineer.
- C. All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

Repair Mortar:

- A. Repair material shall be Five Star Structural Concrete® or approved equal.
- B. Contractor shall follow Design-A-Spec™ Guidelines Five Star Structural Concrete® in addition to the requirements herein.
- C. Material shall achieve a minimum 28-day compressive strength of 6,000psi.
- D. Material shall contain corrosion inhibiting properties and shall be freeze/thaw resistant.

Bonding Agent:

- A. Bonding Agent shall be Five Star® Bonding Adhesive of approved equal.
- B. Agent shall be suitable for bonding existing concrete and steel to new repair material.

Curing Materials:

- A. Curing materials shall be submitted to Engineer for approval and shall be suitable for the repair materials and site conditions.

Reinforcing Steel:

- A. If the event the existing reinforcement requires replacement or additional reinforcement, the material shall be ASTM A709 galvanized per ASTM A767 with chromating requirements of section 4.3 omitted. Galvanizing shall be performed after fabrication.
- B. Mechanical splices shall be Dayton Superior D250SCA Bar Lock® 7S/CA and 9S/CA couplers unless otherwise approved by Engineer, and installed per the



manufacturer's instructions.

Anchor Adhesive:

- A. Anchor adhesive shall be Hilti HIT-HY-200 epoxy or approved equal.

Article 11.3 Construction

General:

- A. Contractor shall follow the guidelines of the Concrete Repair Manual, ACI/ICRI, Fourth Edition and Five Star Structural Concrete® Design-A-Spec™ Guidelines in best efforts to adhere to the latest industrial and professional procedures for concrete repair.

Site Coordination and Staging:

- A. Contractor must coordinate work with Owner to ensure minimal impedance on normal dock and causeway usage.
- B. Contractor shall provide proper signage and traffic control, including flaggers, as needed for normal traffic and operations safety within the work sites per Division 10 Article 4.13.

Demolition and Disposal:

- A. Proper safety measures shall be taken when removing concrete. Methods of removal, accessibility, disposal and hazard mitigation shall be identified in the submitted work plans and be in compliance with Section 10.10.
- B. Concrete removal shall be performed using hydrodemolition or abrading. Care shall be taken to avoid vibrating exposed reinforcing and microcracking or bruising of the sound concrete substrate. Any bruising on the concrete substrate shall be prepared by less aggressive secondary removal techniques. Care shall be taken to capture and contain all removed concrete to the greatest extent possible. Concrete debris shall be removed and disposed of per Section 70.22.

Concrete Removal:

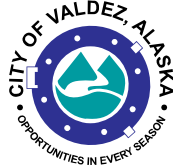
- A. Contractor shall remove deteriorated concrete as indicated in the plans.
- B. Extents of repair area shall be determined by sounding and within estimated limits shown in the Plans. Sounding shall be conducted tapping concrete surface with a hammer or similar methods for mapping extents of concrete deterioration. All repair extents shall extend at least 1" into sound concrete.
- C. Perimeter of repair shall be marked and saw cut a minimum of 1 inch deep (1/2 inch for strand termination repairs) prior to concrete removal. Shape of repair area shall be simple square or rectangular shapes with no reentrant corners.
- D. Surface preparation work shall be done with high pressure water, abrasive blasting or other mechanical means to remove all deteriorated concrete, oils and contaminants.
- E. Newly exposed sound concrete surfaces shall be cleaned with a compressed air jet.
- F. Prepared concrete surfaces shall be clean, sound, and rough with ICRI surface profile of 6 or greater. Coarse aggregate shall be exposed.



- G. When concrete removal exceeds 1/3 of bar circumference or if reinforcing steel has lost bond with concrete then remove concrete 3/4 inch clear around the full circumference of all horizontal reinforcing steel and shall extend at least 3/4 inch into sound concrete.
- H. All depth transitions shall be tapered to at least 1:1 transition. All other edges of the repair areas shall be square and have a rough profile.
- I. Upon removal of deteriorated concrete, corroded reinforcement shall be cleaned by high pressure water or approved blasting media or other approved mechanical means to a clean steel surface finish of SSPC-SP6 or better.
- J. All exposed reinforcing steel exhibiting deterioration greater than 20% of the bar diameter or otherwise determined as defective by the Engineer shall be replaced with new reinforcing and mechanically spliced to existing sound reinforcing steel.
- K. In the event that the concrete removal limits do not extend beyond existing reinforcing steel and the depth of repair exceeds 1.5", install U-bars as detailed in the design drawings to provide mechanical anchorage of the concrete repair.
- L. Surface preparation shall meet all other specified manufacturer recommendations for the bonding agent and repair mortar.
- M. Contractor shall refer to the Concrete Repair Manual, ACI/ICRI, Fourth Edition for procedures not specified within the contract documents.
- N. Engineer shall be present for initial demolition effort to verify work scope and procedures are understood and meet the intent of the plans and contract documents. Contractor shall notify Engineer 48 hours prior to beginning demolition.
- O. Upon completion of concrete removal and surface preparation, Contractor shall hold repair efforts until Engineer approves repair areas are properly cleaned and prepped for application of bonding agent and repair mortar.
- P. Upon approval of surface preparation, Engineer shall witness Contractors initial repair efforts to verify bonding agent, repair mortar, and curing compounds are satisfactory and according to specifications.
- Q. No removal of concrete by means of mechanical impact shall proceed following the placement of repair concrete until 24 hours of curing has elapsed, unless otherwise approved by the Engineer.

Concrete Repair:

- A. All exposed surfaces of concrete and reinforcing steel shall be thoroughly cleaned of all loose rust, oil, saltwater, or other deleterious contaminants by mechanical abrading or blasting prior to applying repair material.
- B. Existing steel and concrete repair areas shall be coated with bonding agent. Subsequently apply repair mortar and curing compound to all repairs. Apply all materials per manufacturer's recommendations.
- C. Concrete repairs shall be performed by troweling or form and pour/pump techniques. Other application means shall be approved in writing by the engineer.
 - a. Hand pack and troweling shall be performed on overhead repairs, vertical and isolated concrete defects where appropriate. Firmly work repair material into roughened substrates such that repair material develops intimate contact



with the prepared substrate and any exposed reinforcing. Tamping or use of a ram shall be used when placing repair material on strand termination repairs to ensure complete penetration into the entire block out and any adjacent repair area. Placement shall be continuous and where possible placed full depth from one side to the other. Screed repair material and finish to match existing profile.

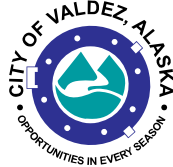
- b. Form and pour/pump techniques shall be the typical repair method for corner spall repairs. Formwork shall be constructed of rigid nonabsorbent materials, securely anchored, fit tight against existing concrete surfaces, watertight and strong enough to resist forces developed during placement. Formwork anchorage to concrete shall be repaired with mortar. Formwork shall be coated with a form release agent. Care should be taken not to contaminate concrete surfaces. Provide air relief holes as necessary. Ports shall be provided as necessary for the installation of repair material, venting and/or monitoring progress of placement. Quick acting valves or other means of sealing ports shall be provided. Openings or chutes for material placement shall be constructed to permit development of hydrostatic head above the upper edges of the repair area. Provide internal or external vibration for consolidation and to increase contact with prepared surfaces. Forms shall remain in place until sufficient material curing occurs. Application of a membrane curing compound shall be applied immediately after removal of formwork.
- D. Should the Contractor damage any areas outside the identified extents of repair, the area will be repaired at the time and expense of the Contractor.
- E. Finishing shall match existing surfaces as much as practical.
- F. Contractor shall be prepared for inclement weather conditions that may exceed installation tolerances identified in the manufacturer's installation guidelines.
- G. Test samples shall be taken to meet the following:
 - a. 28-day compressive testing, average of at least 3 specimens and tested per ASTM C109. Recommend collecting additional tests to verify required strength is met before loading.
 - b. Perform a minimum of one strength test per day during grouting operations. Prepare grout cube specimens according to ASTM C942. Submit a strength test within 24 hours of test completion.

Existing Reinforcement Welding:

- A. If required, all welding shall be in accordance with AWS D1.1 and D1.4. Welding shall be performed by welders who possess welder's certificates that indicate they are currently certified in accordance with AWS for the type of welding specified.

Evaluation of Acceptance:

- A. All repair work is to be evaluated by Engineer for acceptance. Conformance to submittals, quality control plan, manufacturer's specifications, installation methods, and as described herein will be the basis for acceptance.
- B. Repaired concrete shall be well bonded to existing concrete, free of cracks, spalls, or other structural or aesthetic defects.



- C. Spalls or voids in repaired area larger than 3/4-inch-wide or 1/2 inch deep shall be patched. Remove projections in repair area larger than 1/8 inch.
- D. Repaired area shall be in similar color and texture and flush with existing concrete surfaces.
- E. Engineer may reject any repairs which fails to meet the specified acceptance criteria noted herein or is otherwise defective.
- F. Rejected repairs will be corrected at the expense of the Contractor.

Article 11.4 Measurement

Site Access:

- A. Work associated with furnishing and installing means of access to repair areas shall be incidental to the respective concrete repair work.

Concrete Demolition and Repair:

- A. Basis of Measurement: By Cubic Foot of material in place for the identified scope within the Plans and bid schedule. (30) U-bars are required for the estimated project quantity for concrete replacement. Contractor to supply epoxy as required for installation. Both U-bars and epoxy are incidental to the concrete repair bid item. Unused materials shall become property of the Owner upon completion of the project.
- B. If the repair area exceeds the Plan estimates or new deficient areas are identified, the additional work shall be approved by the Engineer and properly documented. Any work in excess of the estimated base bid repair quantity, as noted in the bid schedule, shall be separately accounted for by a basis of measurement of cubic foot of material in place, and charged against the Contingency Account at the same rate as the base bid item. Any additional site access and materials incidental to the base bid shall be incidental to the additional repair areas.

Replacement of Steel Reinforcement:

- A. Basis of Measurement: Both Reinforcement Materials and Reinforcement Installation shall be by Linear Foot for new steel reinforcement. For the base bid, replacement materials delivered to the project site and accepted shall fulfill the contract requirements for the bid item Reinforcement Materials.
- B. Contractor to supply to the project all necessary steel reinforcement. At a minimum this will include (2) 20-foot #7 bar, and (1) 20-foot #9 bar. Mechanical splices are incidental to the Reinforcement bid items. The planned reinforcement quantity is estimated to require (20) each #7 mechanical splices, and (8) each #9 mechanical splices. All unused materials shall become property of the Owner upon completion of the project.
- C. If the reinforcement required exceeds the Plan estimate, or new deficient areas requiring reinforcement replacement are identified, the additional work shall be approved by the Engineer and properly documented. Any work in excess of the estimated base bid replacement quantities, as noted in the bid schedule, shall be separately accounted for by a basis of measurement of linear foot of reinforcement in place for both materials and installation, and charged against the Contingency



Account at the same rates as the base bid items. Any additional site access and materials incidental to the base bid shall be incidental to the additional reinforcement areas.

Article 11.5 Basis of Payment

The quantities, as determined above, shall be paid for at the contract price per unit of measurement, respectively, for each of the particular pay items listed in the bid schedule.

All concrete repairs shall include all time and materials associated with complete, in-place repair of the deteriorated concrete including: site access, demolition, cleaning, placement of the bonding agent, repair material, mechanical anchorage (U-bar), and curing compound.

Any steel reinforcing replacement should be considered separate from the concrete repair, with exception to mechanical anchors needed for proper concrete restoration.

Payment shall be made on the following basis:

ITEM	Unit
Pile Cap Repairs	Cubic Foot
Reinforcement Materials	Linear Foot
Reinforcement Installation	Linear Foot



Division 70 MISCELLANEOUS

SECTION 70.11 Guardrail

Delete Article 11.2 and replace with the following:

Article 11.2 Materials

- A. Steel rail elements shall conform to the requirements of AASHTO M-180, Class A, as shown in the Drawings.
- B. The bolts and nuts shall be galvanized steel and shall conform to the requirements of ASTM 153, Class C and ASTM A-307.
- C. Guardrail block outs and posts shall be of the section and length as shown on the Drawings and shall conform to the requirements of ASTM A-36 for the grade specified.
- D. Steel components shall be galvanized per ASTM 123 after fabrication, unless noted otherwise.
- E. Welding procedures and welders shall conform to ASW D1.1. Engineer approval is required prior to performing any work.

Delete Article 11.3 and replace with the following:

Article 11.3 Construction

- A. The construction of guardrails shall be in conformance with the manufacturer's recommendations and the Drawings.
- B. Coatings damaged from shipping, handling, welding, cutting, or by other means shall be repaired or replaced at the expense of the contractor. Repair galvanizing by stick galvanizing with zinc or aluminum alloy sticks covered with two coats of cold galvanizing spray containing at least 95% metallic zinc and be in conformance to ASTM A780.
- C. All welding shall be in accordance with AWS D1.1 Welding shall be performed by welders who possess welder's certificates that indicate they are currently certified in accordance with AWS for the type of welding specified.

Delete Article 11.5 and replace with the following:

Article 11.5 Basis of Payment

Payment for the Work shall be in accordance with Division 10 Standard General Provisions, Section 10.07, Measurement and Payment, of this Specification, and shall include full payment for all Work describe in this Section. Removal of existing guardrail and coating repairs are considered incidental to this Work.

ITEM
Guardrail Replacement

UNIT
Linear Foot



Add the following Section to this Division:

SECTION 70.20 Mobilization and Demobilization

Article 20.1 Description

Description:

- A. Move personnel, equipment, supplies, and incidentals to the project site
- B. Establish offices, buildings, and other facilities
- C. Perform other work and operations and pay costs incurred, before beginning construction
- D. Complete similar demobilization activities; and
- E. Furnish required submittals such as as-builts, certificates, payrolls, and others specified in the contract documents.

General Requirements:

- A. Ensure subcontractors comply with the Federal and State DOLWD requirements.
- B. Do not consider the cost of Meals and Lodging, or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05. This will be accounted for separately from mobilization/demobilization.
- C. Mobilization shall include the obtaining all Permits; moving onto the site of all personnel and equipment; furnishing and installing temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work.

Article 20.2 Measurement

- A. The Contractor's attention is directed to the condition that no payment for Mobilization, or any part thereof will be approved for payment under the contract until all Mobilization items listed above have been completed as specified.
- B. When 2% of the original contract amount from other bid items is earned, 50% of the amount bid for mobilization and demobilization, or 2% of the original contract amount, whichever is less will be paid.
- C. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all contract work is completed and approved and submittals required under the Contract are received and approved.

Article 20.3 Basis of Payment

Payment shall be made on the following basis:

ITEM	Unit
Mobilization and Demobilization	Lump Sum



Add the following Section to this Division:

SECTION 70.21 WORKER MEALS AND LODGING, OR PER DIEM

Article 21.1 Description

Description:

- A. Furnish and maintain suitable boarding facilities, at or near the project, for employees or provide sufficient per diem to workers such that facilities and meals meeting the below requirements can be obtained near the project site.
- B. Comply with Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker meals and lodging, or Per Diem; as described in memo WHPL #197 and the State Laborer's and Mechanic's Minimum Rates or Pay (current issue). On Federal-aid projects, PL 109-59, 119 STAT, 1233, Sec. 1409(c) also applies.
- C. Comply with all other facilities and services required by codes, regulations, and labor union agreements.

Article 21.2 Measurement

Progress payments for Worker Meals and Lodging, or Per Diem will be computed as equivalent to the percentage, rounded to the nearest whole percent, of the original contract amount earned.

Article 21.3 Basis of Payment

Payment shall be made on the following basis:

ITEM	Unit
Worker Meals and Lodging, or Per Diem	Lump Sum



Add the following Section to this Division:

SECTION 70.22 REMOVAL AND DISPOSAL OF MATERIALS

Article 22.1 Description

Work under this section includes all materials or obstructions that are to be removed or otherwise discarded as part of the Contract Documents.

General:

- A. All demolished, removed, or otherwise discarded material shall become property of the Contractor unless otherwise directed by the Project Manager and shall be moved offsite and disposed of at the Contractors expense in accordance with all applicable laws and regulations.
- B. Contractor shall submit a plan for all items to be removed and disposed of as apart of the Contract Documents. Plan shall address any environmental or permitting regulations.
- C. Disposal sites shall be in accordance with Section 10.04 Article 4.9.

Article 22.2 Measurement

Basis measurement for removal and disposal effort shall be incidental to bid items specifying said removal efforts.

Article 22.3 Basis of Payment

Payments for removal and disposal efforts shall be considered incidental to the performance of work.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

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.