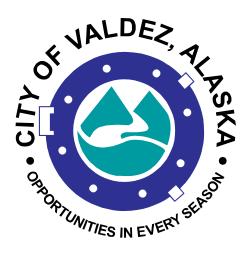
## CITY OF VALDEZ ALASKA

## **CM/GC CONTRACT DOCUMENTS**

Project: East Hanagita Roadway and Utility Improvements - CM/GC

Project Number: 21-310-9165 Contract Number: 1928 Cost Code: 310-1400-58000

Issued for Construction Date: May 16, 2022



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

Project Manager: Brad Sontag

95% Construction Plan Set Completed By: Enterprise Engineering, Inc. 2525 Gambell St. Suite 200 Anchorage, Alaska 99503



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## City of Valdez Articles

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

## **ARTICLE 1 GENERAL**

## 1.1 RELATIONSHIP OF PARTIES

Contractor accepts the Construction Manager relationship of trust and confidence established with the Owner by the Contract, and covenants with the Owner to furnish the Contractor's reasonable skill and judgment and to cooperate with the Engineer and the Project Manager (defined in Section 3.2) in furthering the interests of the Owner. The Contractor shall furnish Pre-Construction and Construction Phase construction services, cost tracking and scheduling and other similar services and use the Contractor's best efforts to perform the Work in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote cooperation among the Engineer, the Project Manager, the Contractor and other persons or entities employed by the Owner for the Project.

## 1.2 GENERAL

For the Construction Phase (including any portion of the Construction Phase that proceeds concurrently with the Preconstruction Phase), the General Provisions of this Contract shall be the standard City of Valdez General Provisions, Division 10 ("General Provisions"), which are attached and incorporated herein by reference as (Exhibit B). These may be modified by the Special Provisions (Exhibit C).

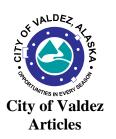
## **ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall perform the services and construct the Work as designed in the Contract Documents. The services specified in Sections 2.1 are to be provided in the Preconstruction Phase. The Work specified in Section 2.3 is to be provided in the Construction Phase. If the Owner and the Contractor agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both Phases will proceed concurrently.

## 2.1 PRECONSTRUCTION PHASE

## 2.1.1 PRELIMINARY EVALUATION

The Contractor shall provide a preliminary evaluation of the Owner's Work budget and schedule requirements, each in terms of the other.



#### 2.1.2 CONSULTATION

The Contractor, the Project Manager and the Engineering firm shall jointly schedule and attend regular meetings with the Owner. The Contractor shall consult with the Owner and Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Contractor shall provide recommendations on construction feasibility, actions designed to minimize adverse effects of labor or material shortages or harsh weather conditions, time requirements for procurement, installation and construction completion, and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

## 2.1.3 PRELIMINARY WORK SCHEDULE

When Work requirements described in Section 3.1 have been sufficiently identified, the Contractor shall prepare, and periodically update, a preliminary Work construction schedule for the Engineer's review and the Owner's approval. The Contractor shall (a) obtain the Engineer's approval of the preliminary Work construction schedule relating to performance of the Engineer's services and (b) coordinate and integrate the preliminary Work construction schedule with the other Project services and activities. As design proceeds, the preliminary Work construction schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price and Schedule of Values (defined in Section 2.2.4.6) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Work having occupancy priority, and proposed date of Substantial Completion. If preliminary Work schedule updates indicate that previously approved schedules may not be met, the Contractor shall make appropriate recommendations to the Owner and Architect.

## 2.1.4 PHASED CONSTRUCTION

The Contractor shall make recommendations to the Owner and Engineer regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, if such phased construction is appropriate for the Work, taking into consideration such factors as economies, time of performance, availability of labor and materials, harsh weather conditions, ability to finish required work as scheduled, and provisions for temporary facilities.

## 2.1.5 PRELIMINARY COST ESTIMATES

During the preparation of the Construction Documents for the Work, the Contractor shall update and refine the construction cost estimate at appropriate intervals agreed to by the Project Manager, Engineer and Contractor.



## City of Valdez Articles

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

#### 2.1.6 SUBCONTRACTORS AND SUPPLIERS

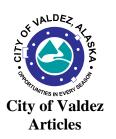
The Contractor shall seek to develop interest by subcontractors (each subcontractor a "Subcontractor"; a subcontractor of a Subcontractor also a "Subcontractor") and suppliers (each supplier a "Supplier"; a supplier of a Supplier also a "Supplier") for the Work, including those Subcontractors and Suppliers specified in Section 2.1.10, and shall furnish upon request to the Owner and Engineer for their information a list of possible Subcontractors and Suppliers who are to furnish work, materials or equipment fabricated to a special design, from which bids or proposals will be requested for principal portions of the Work. The Owner will promptly reply in writing to the Contractor if the Owner has any objection to any such Subcontractor or Supplier. The receipt of such list shall not require the Owner to investigate the qualifications of proposed Subcontractors or Suppliers; nor shall it waive the right of the Owner later to object to or reject any proposed Subcontractor or Supplier and/or to require competitive bidding or proposals for Subcontractor or Supplier selection by the Contractor.

#### 2.1.7 LONG-LEAD-TIME ITEMS

The Contractor shall recommend to the Owner and Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Work schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to both the Owner and the Contractor. Upon the Owner's acceptance of the Contractor's Guaranteed Maximum Price and Schedule of Values proposal, all contracts for such items shall be assigned by the Owner to the Contractor and assumed by the Contractor, and the Contractor shall accept responsibility for such items as if procured by the Contractor. The Contractor shall expedite the delivery of long-lead-time items.

## 2.1.8 EXTENT OF RESPONSIBILITY

The Contractor does not warrant or guarantee estimates and schedules except as may be included as a condition to or in the Guaranteed Maximum Price, the Schedule of Values, any Change Orders, any amendment to this Contract, or any Subcontract, Supply Contract or Work authorized pursuant to Section 2.3.1.1(b). The recommendations and advice of the Contractor concerning design alternatives, construction feasibility, costing and scheduling, and other required construction management services shall be subject to the review and approval of the Owner, the Engineer, and the Owner's other professional consultants. It is not the Contractor's responsibility to ascertain that the Contract Documents (including the Construction Documents) are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Contractor claims that portions of them are at variance therewith, the Contractor shall promptly notify the Architect and the Owner in writing, specifying the particulars of such



variances. Contractor shall not be deemed to have waived any future claim that any specific part of the Contract Documents (including the Construction Documents) contains an error which has caused the Contractor to suffer increased Costs of Work, losses, damages or delays.

## 2.1.9 EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION & MINIMUM WAGES

The Contractor shall comply with (a) all applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs, (b) any minimum wage requirements of Federal and/or State law, and (c) any special requirements that may be required by any of the Owner's funding sources for the Work. Owner shall advise Contractor of all such special requirements by the Owner's funding sources. Alaska prevailing wage requirements are in Article 6.15 of the General Provisions.

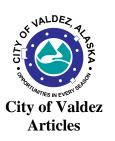
## 2.1.10 REQUIRED PERSONNEL

Contractor shall assign and provide a list of specific personnel to be primarily in charge of and responsible for Contractor's Construction Phase services. Contractor shall not reassign or substitute for such equivalent personnel without the Owner's prior written consent, which shall not be unreasonably withheld.

## 2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

#### 2.2.1 "GMP" COST PROPOSAL

When the Construction Documents are sufficiently complete in the opinion of both the Owner and Contractor, within 30 days thereafter the Contractor shall propose an updated Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work (including Contractor's Contingency defined in Section 2.2.3.2) (including the Owner's Contingency defined in Section 2.2.3.1) and the Contractor's Fixed Fee (defined in Section 4.1.1) for construction of the Work in accordance with the Contract Documents (including the Construction Documents).



#### 2.2.2 CHANGES TO THE "GMP" COST PROPOSAL

If the Construction Documents are not finished and approved by the Owner at the time the Guaranteed Maximum Price and Schedule of Values proposal is made, the Contractor shall base the Guaranteed Maximum Price on the then existing Construction Documents by the Architect that includes such things as changes in scope or substantial changes in systems, kinds and quality of materials, finishes, or equipment shall entitle the Contractor and/or the Owner to a Change Order that adjusts the Guaranteed Maximum Price based upon such change as set forth in the General Provisions. Otherwise, neither the Contractor nor the Owner shall be entitled to any Change Order or other adjustment to the Guaranteed Maximum Price or Schedule of Values as a result of any such change.

#### 2.2.3 THE GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price proposal shall include all costs which are properly reimbursable as a Cost of the Work and may include two separate contingency funds: 1) an Owner's Contingency fund, which may also be identified as a Scope & Unforeseen Conditions Contingency; and 2) a Construction Manager's Contingency fund, which may also be identified as Contractor Contingency. The value of these funds shall be negotiated as part of the Guaranteed Maximum Price cost reconciliation process. A request to utilize these funds shall be made in the form of a Contingency Authorization Request to be reviewed by the Owner's Representative. Guaranteed Maximum Price (GMP) is not to be construed as guaranteeing the price of individual line items in the GMP estimate, Schedule of Values or Budget Estimate. The Contractor guarantees that the total cost of the work as defined in the agreement, including the Contractor's fee, will not exceed the total GMP amount defined in this Contract.

With prior Owner approval, Contingency may be used to account for errors and omissions in the Construction Documents; or for unknown conditions. Unused amounts in the Contractor's Contingency and the Owner's Contingency will be returned to the Owner at the Completion of the Work.

## 2.2.3.1 OWNER'S CONTINGENCY

Owner's Contingency: To the extent that the Drawings and Specifications are anticipated to require further development and complete the design, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as material changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required shall be funded, at the Owner's sole discretion, through the Owner's



Contingency. A request to access the Owner's Contingency will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor should have realized that the Work was necessary and appropriate under the Contract Documents referenced in the Guaranteed Maximum Price proposal. Damage, negligence, and failure to act, on the part of the Contractor do not warrant the use and authorization of Contingency funds.

## 2.2.3.2 CONTRACTOR'S CONTINGENCY

## This project will NOT include a Contractor's Contingency:

Damaged work not covered by insurance, subcontractor performance and unanticipated expediting cost for materials are the responsibility of the General Contractor to the extent permitted by the Contract Documents.

## 2.2.3.3 CONTINGENCY AUTHORIZATION REQUEST

Contingency Authorization Request: The Construction Manager must give the Owner notice and supporting cost backup when applying to use the Owner's Contingency. The Construction Manager shall use the Owner's Contingency only with the Owner's prior written consent which shall be granted at the Owner's sole discretion. Use of the Contingency shall be tracked in the Schedule of Values submitted with the Application for Payment. Any balance remaining in the Owner's Contingency shall be returned to the Owner at the end of the Project.



## City of Valdez Articles

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

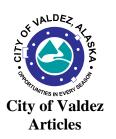
#### 2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include: A list of all of the Contract Documents (including the Drawings and Specifications), which are the basis for, and included within, the Guaranteed Maximum Price proposal. 95% Pricing Set Dated June 1, 2022.

- 1. A list of all allowances assumed by the Contractor in its Guaranteed Maximum Price proposal and a statement of their basis.
- 2. The proposed Guaranteed Maximum Price See Exhibit 1
- 3. A time schedule for performing the Work covered by the Guaranteed Maximum Price, which includes (a) the Date of Substantial Completion for such Work upon which the proposed Guaranteed Maximum Price is based and (b) the required permitting issuance dates (if any) upon which the date of Substantial Completion is based. See Exhibit 2

## 2.2.5 "GMP" SUBMITTAL

The Contractor shall submit to the Owner and Engineer the Guaranteed Maximum Price and Schedule of Values proposal, including the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.



## 2.2.6 "GMP" SUBMITTAL REVIEW TIMEFRAME

The Owner shall have 30 days to review and accept the Guaranteed Maximum Price and Schedule of Values proposal in writing. Unless the Owner timely accepts the proposal by notifying the Contractor, the Guaranteed Maximum Price and Schedule of Values proposal shall not be effective without written acceptance by the Contractor.

## 2.2.7 PRIOR TO "GMP" ACCEPTANCE

Prior to the Owner's acceptance of the Contractor's Guaranteed Maximum Price and Schedule of Values proposal and issuance of a Notice to Proceed with the Work, the Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing. However, the Owner shall have the right to issue (a) a Notice to Proceed to the Contractor for specific early portions of the Work prior to agreement on the Guaranteed Maximum Price if the price and other terms for such specific portions of the Work are agreed upon in writing by the Contractor and the Owner or (b) absent such agreement, a Construction Change Directive(s) for such specific portions of the Work may be issued by the Owner.

## 2.2.8 "GMP" ACCEPTANCE

Upon acceptance by the Owner of the Guaranteed Maximum Price and Schedule of Values proposal, the Guaranteed Maximum Price and Schedule of Values shall be set forth in the Contract Documents that is executed by the Owner and Contractor. This Contract including the General Provisions, the Construction Documents, and documents specified by the Contract pursuant to Section 2, shall thereafter constitute the "Contract Documents." The Guaranteed Maximum Price and Schedule of Values shall be subject to additions and deductions by changes in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

## 2.2.9 REVISION OF CONSTRUCTION DOCUMENTS

The Owner shall authorize and cause the Engineer to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in any amendment to this Contract referred to in Section 2.2.8. Such revised Construction Documents shall include any revised Work or Substantial Completion schedule agreed to by the Owner, Engineer and Contractor. The Contractor shall promptly notify the Engineer and Owner if such revised Construction Documents are inconsistent with or contrary to the agreed-upon assumptions and clarifications.



## 2.2.10 APPLICABLE SALES AND USE TAXES

The Guaranteed Maximum Price shall include in the Cost of the Work only those applicable sales and use taxes which are enacted at the time the Guaranteed Maximum Price established. Any applicable sales, use or similar taxes that are first enacted after the Guaranteed Maximum Price is agreed to entitle Contractor to a Change Order equitably adjusting the Guaranteed Maximum Price. However, no income tax or increase therein applicable to the Contractor shall entitle it to any such Change Order.

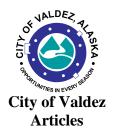
## 2.3 CONSTRUCTION PHASE

#### **2.3.1 GENERAL**

The Construction Phase shall commence on the earlier of: (a) the Owner's acceptance of the Contractor's Guaranteed Maximum Price and Schedule of Values proposal and issuance of a Notice to Proceed, or (b) the Owner's first authorization to the Contractor to: (i) award a Subcontract or Supply Contract or (ii) undertake construction Work with the Contractor's own forces: provided, however, that in the case of the authorizations referred to in Section 2.2.7 the Construction Phase shall apply only to such Subcontract, Supply Contract or Work, (ii) the Construction Phase for the remaining part of the Work shall not begin until the Guaranteed Maximum Price and Schedule of Values are agreed to by the Contractor and the Owner in writing, and (iii) the price of all such Subcontract, Supply Contract and Work shall be included in the Guaranteed Maximum Price and Schedule of Values if and when they are agreed to by the Contractor and the Owner in writing.

## 2.3.2 ADMINISTRATION

Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed by Subcontractors under subcontracts ("Subcontracts") or by Suppliers under supply contracts ("Supply Contracts") with the Contractor. The Contractor shall obtain bids or proposals from Subcontractors (as required by the Owner), and Suppliers of materials or equipment fabricated to a special design for the Work, from the list previously approved by the Owner and, after analyzing such bids or proposals, shall deliver such bids or proposals to the Owner. The Owner will then determine, with the advice of the Contractor, which bids or proposals will be accepted. The Owner may designate specific persons or entities from which the Contractor shall obtain bids or proposals. The Owner reserves the right to require the Contractor to obtain competitive bids or proposals for any Subcontract or Supply Contract which has a cost to the Contractor of \$10,000 or more. If a non-competitive or competitive proposal method for such a Subcontract or Supply Contract would result in



significant cost savings to Owner, Contractor shall propose such method to Owner for its consideration and decision. If the Guaranteed Maximum Price has been established, the Owner may not prohibit the Contractor from obtaining bids or proposals from other qualified Subcontractor or Supplier bidders or proposers. The Contractor shall not be required to contract with any Subcontractor or Supplier to which the Contractor has reasonable objection; and the Contractor shall not contract with any Subcontractor or Supplier to which the Owner has reasonable objection.

If the Guaranteed Maximum Price has been established and a specific bidder or proposer among those whose bids or proposals are delivered by the Contractor to the Owner (a) is recommended to the Owner by the Contractor, (b) is qualified to perform that portion of the Work, and (c) has submitted a bid or proposal which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid or proposal be accepted, then the Contractor may require that a change in the Work be issued to equitably adjust the Contract Time and the Guaranteed Maximum Price and Schedule of Values or other change in the Contract Documents based thereon.

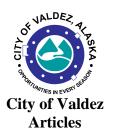
Subcontracts with Subcontractors and Supply Contracts with Suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 6.

The Contractor shall schedule and conduct periodic meetings at which the Owner, Project Manager, Contractor and appropriate Subcontractors and Suppliers to discuss the status of the Work. The Project Manager shall prepare and promptly distribute accurate meeting minutes.

Promptly after the Owner's acceptance of the Guaranteed Maximum Price and Schedule of Values proposal, the Contractor shall prepare a Construction Schedule in accordance with Article 5.22 of the General Provisions.

The Contractor shall provide monthly written reports to the Owner and Project Manager on the progress of the Work. The Contractor shall maintain an accurate and complete daily log containing a record of weather, Subcontractors working on the site, number of workers working on the Work site, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner for its inspection and copying.

The Contractor shall develop a system of control for the Cost of Work acceptable to the Owner, including regular monitoring of actual Costs of Work for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated Costs of Work for the Negotiated Support Services only and report the variances to the Owner on at least a monthly basis.



At the request of the Owner, the Contractor shall provide copies of job records or reports on a scheduled or as-requested basis. The cost of preparing these copies will be an eligible Cost of the Work.

## 2.4 PROFESSIONAL SERVICES

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Engineer specified to the Contractor all performance and design criteria that such services must satisfy. The Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

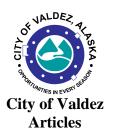
## 2.5 HAZARDOUS MATERIALS

## 2.5.1 PRECAUTIONS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous or toxic material or substance, including, but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered at the Work site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Project Manager in writing.

#### **2.5.2 TESTING**

The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the hazardous or toxic material or substance reported by the Contractor and, in the event any such hazardous or toxic material or substance is found to be present in dangerous amounts, to verify that it has been rendered harmless. Unless otherwise



required by the Contract Documents, the Project Manager shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such hazardous or toxic material or substance or who are to perform the task of removal or safe containment of such hazardous or toxic material or substance. The Contractor will promptly reply to the Project Manager in writing stating whether or not either has reasonable objection to the persons proposed by the Project Manager. If the Contractor has an objection to a person proposed by the Project Manager, the Project Manager shall propose another to whom the Contractor has no reasonable objection. When the hazardous or toxic material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

## 2.6 REQUIRED PERSONNEL

For the Construction Phase services the Contractor shall provide a list of names to the Owner of all of the Contractor's personnel, their titles and the roles they will hold during the Construction Phase. Contractor shall not reassign or substitute such personnel without the Owner's consent, which shall not be unreasonably withheld.

## 2.7 FINANCIAL ARRANGEMENTS

In addition to the Performance and Payment Bond requirements in Article 3.5 of the General Provisions, the Contractor shall, at the written request of the Owner, prior to commencement of the Construction Phase and thereafter whenever required by the Owner, furnish to the Owner reasonable evidence that adequate financial arrangements have been made to fulfill the Contractor's obligations under the Contract. Furnishing of adequate evidence shall be a condition precedent to the Contractor's right to commence and continue the Work. After such evidence has been furnished, the Contractor shall not materially vary such financial arrangements without prior notice to Owner.

## ARTICLE 3 OWNER'S RESPONSIBILITIES

## 3.1 INFORMATION OF SERVICES

For the Preconstruction Phase, the Owner shall provide information in a timely manner regarding its requirements for the Work which sets forth the Owner's objectives, constraints, criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

The Owner shall establish and update an overall budget for the Work, based on consultation with the Contractor, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.



## 3.1.2 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS & REPORTS

In the Preconstruction Phase, Owner shall furnish to the Contractor with reasonable promptness, at the Owner's expense, the following, except to the extent that the Contractor knows or should know of any inaccuracy, the Contractor shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests, but shall exercise customary precautions in doing so:

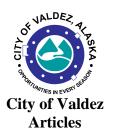
Reports, surveys, drawings and tests concerning the physical conditions of the site which are required by law.

Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

To the extent reasonably required and when requested by the Contractor, the services of a professional geotechnical engineer for test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

The services of other consultants when such services are reasonably required for the Work are requested by the Contractor and are customarily provided by other owners in similar circumstances.



## 3.2 OWNER'S PROJECT MANAGER

The Owner shall designate in writing a representative ("Project Manager") who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, Such Project Manager shall have the authority to make day to day decisions on behalf of the Owner related to the administration of the Work and will coordinate Owner approvals concerning estimates and schedules, construction budgets, and changes in the Work as required. The Project Manager shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the Work of the Contractor. The Project Manager for all such matters is Brad Sontag.

#### 3.3 ENGINEER

The Owner shall retain an engineer and/or other qualified professionals to provide Design Services, including civil engineering, landscape, electrical engineering and cost estimating services (in addition to those cost estimating services required of the Contractor) for the Work. The Owner has retained Kinney Engineering to provide the Basic Design Services for the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner and Contractor.

## 3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Contractor of any special legal requirements relating specifically to the Work which are known to the Owner and differ from those generally applicable to construction of the Work in Alaska.

#### ARTICLE 4 COMPENSATION

For the Contractor's performance of the Work as described in Section 2.3, the Owner shall pay the Contractor in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 5 and the Contractor's Fee determined as follows:



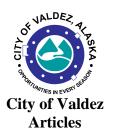
## 4.1 COMPENSATION

For the Contractor's performance of the Work as described in Section 2.3, the Owner shall pay the Contractor in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 5 and the Contractor's Fee determined as follows:

4.1.1 East Hanagita Roadway and Utility Improvements – CM/GC Contractor "GMP" Fee Total Cost of Construction: <u>\$1,200,000</u>

Owners Contingency: \$150,000

Grand Total of  $GMP = \frac{\$1,350,000}{0}$  (One Million Three Hundred and Fifty Thousand Dollars)



## 4.2 GUARANTEED MAXIMUM PRICE

The sum of the maximum Cost of the Work agreed to in writing by the Contractor and the Owner and the Contractor's Fixed Fees based thereon are guaranteed by the Contractor not to exceed the amount provided in the amendment to this Contract referred to in Section 2.2.8, subject to additions and deductions by changes in the Work by Change Order or Construction Change Directive as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in this Contract and the other Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. Guaranteed Maximum Price (GMP) is not to be construed as guaranteeing the price of individual line items in the GMP estimate, Schedule of Values or Budget Estimate. The Contractor guarantees that the total cost of the work as defined in the agreement, including the Contractor's fee, will not exceed the total GMP amount defined in this Contract.

## 4.3 CHANGES IN THE WORK

## 4.3.1 ADJUSTMENTS TO "GMP"

Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the amendment to this Contract referred to in Section 2.2.8 may be determined by any of the methods listed in Article 5.20 of the General Provisions.

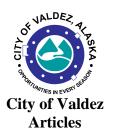
In no event shall the aggregate profit and general, administrative and overhead charges of (a) Contractor exceed 5% of any Change Order or Construction Change Directive allowable direct costs, (b) any Subcontractor exceed 12% of any Change Order or Construction Change Directive allowable direct costs, or (c) any Supplier exceed 8% of any Change Order or Construction Change Directive allowable direct costs. In no event shall the total of all such profit, general, administrative and overhead percentages exceed 25%, regardless of whether there are multiple tiers of Subcontractors and/or Suppliers.

## 4.3.2 UNUSED FUNDS OF "GMP"

Any unused funds from the final associated "GMP" costs shall be returned to the Owner. All savings from Subcontractor Bid Package buy-out and value engineering will be returned to the project GMP to be aggregated in the construction contingency.

## ARTICLE 5 COST OF WORK PHASE TO BE REIMBURSED

The term "Cost of the Work" shall mean costs reasonably, necessarily and ordinarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project, except with prior consent of the Owner (which



may in its discretion be withheld). The Cost of the Work shall include only the items set forth in this Article 5.

## **5.1 LABOR COSTS**

Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops. See Exhibit 3 for Billing Rates

Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, See Exhibit 3 for Billing Rates.

Wages or salaries (but not performance bonuses or the equivalent) of the Contractor's supervisory and administrative personnel when, and to the extent, stationed at the site.

Wages and salaries (but not performance bonuses or the equivalent) of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

Costs paid or incurred by the Contractor for sales, use and similar taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the, Cost of the Work, current Davis-Bacon wage rates shall be applied for the Work under this contract. Reference Alaska Department of Labor and Workforce Development Wage Rates information.

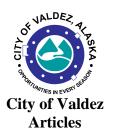
## **5.2 SUBCONTRACT AND SUPPLIER COSTS**

Payments made by the Contractor to Subcontractors and Suppliers in accordance with the requirements of the applicable Subcontracts and Supply Contracts and the Contract Documents.

## 5.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. <u>Unused, excess materials, if any, shall be turned over to the Owner at the completion of the Work.</u> The contractor will take ownership of any materials not accepted and turned over to the City.



## 5.4 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

Costs of removal of debris from the site.

Reproduction costs, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.

That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

## 5.5 MISCELLANEOUS COSTS

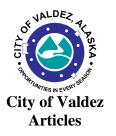
That portion directly attributable to this Contract of premiums for insurance and bonds specifically required by the General Provisions. (If charges for self- insurance are to be included, specify the basis of reimbursement.)

Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Contractor is liable.

Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work.

Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's express prior written consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be



included in the calculation of the Contractor's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by other provisions of the Contract Documents.

Data processing costs related to the Work.

Deposits lost for causes other than the fault of Contractor or its Subcontractors or their failure to fulfill a specific responsibility to the Owner set forth in this Contract.

Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Contractor, to the extent they are not caused by the Contractor's fault and are reasonably incurred by the Contractor in the performance of the Work, provided the Owner gives its prior written permission, which permission shall not be unreasonably withheld.

Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

## **5.6 OTHER COSTS**

Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

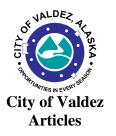
Completion Cost —The Contractor will establish a Contract Completion line item in the Schedule of Values with an amount equal to 0.5% of the Cost of the Work. Once the Owner issues a notice of Substantial Completion as outlined in the General Provisions, the Contractor may request payment of the completion cost line item, less 1.5 times the Cost of the Work remaining to be completed, but not before then.

## 5.7 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Section 5.1 which are incurred by the Contractor:

To the extent not caused by the fault of the Contractor, its Subcontractors, Suppliers, or any person for which any of them is legally responsible, in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

In repairing or correcting damaged or nonconforming Work executed by the Contractor or any of its Subcontractors or replacing non-conforming materials provided by any of its Suppliers, provided that such damaged or nonconforming Work or materials was not caused by the failure of the Contractor or any of its Subcontractors or Suppliers to fulfill a specific responsibility set forth in this Contract, any Subcontract or any Supply Contract or the fault of the Contractor or any of its Subcontractors or Suppliers, and only to the extent that the cost of repair, correction or replacement is not recoverable by the Contractor from insurance.



The costs described in Sections 5.1 through 5.7 shall be included in the Cost of the Work notwithstanding any provision of the General Provisions which may require the Contractor to pay such costs, unless such costs are excluded.

## 5.8 ACCOUNTING RECORDS

The Contractor shall keep accurate, full and detailed accounts and utilize such accounting and control systems as may be necessary for proper financial management under this Contract and are acceptable to the Owner and its funding sources. The Owner and the Owner's accountants and attorneys shall be afforded full access during normal business hours for inspection and copying all of the Contractor's records, books, correspondence, instructions, drawings, receipts, Subcontracts, Supply Contracts, purchase orders, vouchers, memoranda and other data relating to the Work, and the Contractor shall preserve these for a period of five years after final payment, or for such longer period as may be required by funding sources or State law.

## **ARTICLE 6 CONSTRUCTION PHASE**

## **6.1 PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect, itemized based upon the CSI Specification Divisions listed in the Schedule of Values, and Certificates for Payment issued by the Architect and the Project Manager the Owner shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents.

#### 6.1.2 PAYMENT PERIOD

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

## 6.1.3 PAYMENT SUBMISSION TERMS

Provided an Application for Payment for the preceding month is received by the Project Manager by the 10th day of the next succeeding month, the Architect shall issue a Certificate of Payment based upon the percentage of completion of the Work through the period covered by such Application for Payment that is computed in accordance with the requirements of Section 6.1.6 and agreed upon by the Contractor and the Project Manager or, failing such agreement, the percentage of completion determined by the Project Manager. The Owner shall make payment to the Contractor of the amount specified in such Certificate of Payment not later than 30 days after the Project Manager's receipt of such Application for Payment. If and to the extent that an Application for Payment is received by the Project Manager after the 10th day of the next succeeding month, such Certificate of Payment and payment deadlines shall be correspondingly extended.



## 6.1.4 PAYMENT FORMAT

Upon Owner's request, the Contractor shall make available an accounting in an electronic format, together with all supporting payrolls, petty cash accounts, invoices, and any other backup for the Application of Payment required by Owner.

## 6.1.5 PAYMENT SUPPORTING DOCUMENTATION

Each Application for Payment shall (a) be based upon and allocate the Cost of the Work for which payment is sought therein among the various Work items (on both a per Application and cumulative basis) shown on the Schedule of Values; and (b) be prepared in such form and supported by such data to substantiate its accuracy and completeness as the Project Manager may require. The Schedule of Values shall be used as a basis for the Project Manager's review of the Contractor's Applications for Payment.

## 6.1.6 PAYMENT PERCENTAGE COMPLETION

Each Application for Payment shall show the percentage completion for each portion of the Work shown in the Schedule of Values, as well as all of the Work, as of the end of the period covered by the Application. The percentage completion for each such purpose shall be the lesser of

- (a) the percentage of the subject Work which has actually been completed, or
- (b) the percentage obtained by dividing the allowable Cost of Work which has actually been incurred by the Contractor on account of the subject Work for which the Contractor has made payment, by the share of the Guaranteed Maximum Price allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work shown in the Schedule of Values by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values.

#### 6.1.7 PAYMENT COMPUTATION

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work shown in the Schedule of Values by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values. In determining the share of the Guaranteed Maximum Price properly allocable to completed Work, the Contractor shall have the right to allocate Contractor's Contingency among the other Work items shown in the Schedule of Values in its



## City of Valdez Articles

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

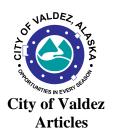
discretion. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

- 2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation into the Work or, if approved in advance by the Owner, suitably Stored off the site at a location agreed upon in writing, provided that good, marketable and unencumbered title to such materials and equipment passes to the Owner before or upon payment of such portion of the Guaranteed Maximum Price.
- 3. Add the Contractor's Fee attributable to the Cost of the Work for which payment is sought in such Application for Payment. The Contractor's Fee shall be computed on a pro rata amount based upon the Cost of the Work for the period covered by the

Application of Payment of the CM/GC Contractor fixed fee stated in Section 4.1.1. Subtract the aggregate of previous payments made by the Owner. Subtract amounts, if any, for which the Architect has withheld or nullified a payment.

## 6.1.8 PAYMENT RECONCILIATION

Upon receipt of the backup materials referred to in Section 6.1.4, the Owner shall compare (a) the aggregate Cost of Work through the end of the period covered by the Application for Payment to which, they apply with (b) the Guaranteed Maximum Price multiplied by the percentage of completion of all of the Work which is the lesser of the percentages of compensation for all of the Work computed pursuant to Sections 6.1.6(a) and (b). If the amount in Section 6.1.8(a) varies from the amount in Section 6.1.8(b) by plus or minus 5% or more, at the discretion of the Owner it may require the Contractor to provide a written reconciliation of such aggregate Cost of Work within 10 days. Such written reconciliation shall explain in detail why such variation exists. In the event of an aggregate Cost of Work under run, such reconciliation shall estimate the portion of the Guaranteed Maximum Price that the Contractor then believes will remain unspent by the Owner after the Final Payment to the Contractor to allow the Owner to plan for use in other Project priorities. In the case of an aggregate Cost of Work overrun, such reconciliation shall provide a detailed written plan for the Contractor to complete the Work for a total Cost of Work not to exceed the Guaranteed Maximum Price.



#### 6.1.9 ADVANCED PAYMENTS

Except with the Owner's express prior written approval, which may be withheld at the Owner's discretion, the Contractor shall not make advance payments to Subcontractors or Suppliers for Work, materials or equipment which have not been delivered and stored at the site.

## 6.1.10 AUDITS OF PAYMENTS

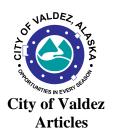
In taking action on the Contractor's Applications for Payment, the Owner and the Architect shall be entitled to rely on the accuracy and completeness of the accounting, backup and other information furnished by the Contractor and shall not be deemed to represent that they have made a detailed examination, audit or arithmetic verification of such accounting, backup or other information, that they have made exhaustive or continuous on-site inspections, or that they have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Architect or Owner's accountants or attorneys acting in the sole interest of the Owner.

#### 6.1.11 WITHHOLDING PAYMENTS

The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Construction Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of an Application Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts or omissions. The Owner may withhold up to 5% of each progress payment until the progress Work is substantially complete.

## **6.2 FINAL PAYMENT**

Based upon Applications for Payment submitted to the Architect, itemized based upon the CSI Specification Divisions listed in the Schedule of Values, and Certificates for Payment issued by the Architect, the Owner shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents.



#### 6.2.1 FINAL PAYMENT TERMS

Final Payment shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, as provided in the Standard General Provisions, or to satisfy other requirements, if any, which necessarily survive final payment; (2) a notarized Certificate of Compliance has been filed per Standard General Provisions Article 7.7, (3) a final Application for Payment and a final accounting for the Cost of the Work, together with such backup and other information as the Architect and Owner may require, have been submitted by the Contractor and reviewed by the Architect and Owner; and (4) a final Certificate for Payment has then been issued by the Architect and the Owner. Such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment.

## 6.2.2 FINAL PAYMENT CALCULATIONS

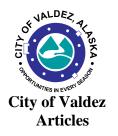
The amount of the Final Payment shall be calculated as follows:

- 1. Take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee, but not more than the Guaranteed Maximum Price after all required Change Orders, Construction Change Directives and other proper adjustments (if any) are taken into account.
- 2. Subtract amounts, if any, for which the Architect withholds, in whole or in part, in a final Certificate for Payment as provided in the General Provisions or other provisions of the Contract Documents.
- 3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the Owner, with interest at the Contract Rate.

#### 6.2.3 FINAL ACCOUNTING

The Owner will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner reports to be substantiated by the Contractor's final accounting, together with such backup and other information as the Owner may require, and provided the other conditions of Section 6.2.1 have been met, the Architect will, within seven days after completion of its written report, either issue to the Owner a final Certificate for Payment with a copy to the Contractor or notify the Contractor and the Owner in



writing of its reasons for withholding such Certificate as provided in the General Provisions. The time periods stated in this Section 6.2 supersede those stated in other contract documents.

## 6.2.4 FINAL PAYMENT DISPUTES

If the Architect reports the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to proceed in accordance with Article 8 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Contractor within 60 days after the Contractor's receipt of a copy of the final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Architect becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the final Certificate for Payment by the Architect.

#### ARTICLE 7 INSURANCE AND BONDS

## 7.1 INSURANCE REQUIRED OF THE CONTRACTOR

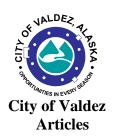
The CM/GC Contractor shall provide at a minimum with the following types and amounts of insurance as in accordance with the requirements set forth in Article 6.9 of the General Provisions. The City of Valdez, and their respective related persons or entities (to be determined by the City of Valdez) shall be named as an additional insured on all insurance policies except professional liability contracts.

Each policy of insurance required by this section shall provide for no less than thirty (30) days advance notice to the City of Valdez prior to cancellation or material modification. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

The premium cost of the insurance required is a Cost of the Work if and to the extent that it is expressly endorsed to apply only to the Work. Absent any such endorsement, only such premium cost multiplied by the ratio that the Guaranteed Maximum Cost bears to the aggregate contract prices for Contractor's work for all clients during each premium period may be included within the Cost of the Work.

#### 7.2 PERFORMANCE BONDS

The CM/GC Contractor shall provide Performance and Payments Bonds in accordance with the requirements set forth in Article 3.5 of the General Provisions. City of Valdez forms for Performance Bond and Labor and Material Payment Bond are attached to this contract.



#### ARTICLE 8 MISCELLANEOUS PROVISIONS

#### 8.1 RESOLUTIONS FOR DISPUTES

#### 8.1.1 **RESOLUTIONS**

During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Contract shall be resolved as provided in the General Provisions.

## **8.2 OTHER PROVISIONS**

## 8.2.1 **TERMS**

Unless otherwise noted, the terms used in this Contract shall have the same meaning as those in the General Provisions. "Architect" is the same as "Engineer".

#### 8.2.2 EXTENT OF CONTRACT

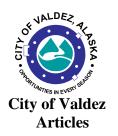
The Contract Documents, which include this Contract and the other documents incorporated herein by reference, represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, warranties, covenants, promises and agreements, either written or oral, with respect to the subject matter thereof. The Contract Documents may be amended only by written instrument signed by both the Owner and Contractor. If anything in any document incorporated into this Contract is inconsistent with this Contract, this Contract shall govern. No oral communications or course of dealing or performance between Contractor, Architect, Project Manager and/or Owner shall be taken into account to determine whether any amendment to the Contract Documents has occurred.

## 8.2.3 **ASSIGNMENT**

The provisions for Assignment of the Contract are included in Article 1 of the General Provisions.

#### 8.2.4 OWNERSHIP OF DOCUMENTS

All project documents developed during delivery of this Contract shall become property of the Owner.



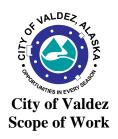
## **ARTICLE 10 SUSPENSION OR TERMINATION**

## **10.1 SUSPENSION**

The Owner may suspend this Contract at any time pursuant to Article 5.24 of the General Provisions.

## **10.2 TERMINATION**

The Owner may suspend this Contract at any time pursuant to Article 5.24 of the General Provisions.



## SCOPE OF WORK

The Work consists of the reconstruction of East Hanagita as well as all associated site work with the Senior Housing project as described within the Contract Documents.

This project includes but is not necessarily limited to:

The General Contractor (CM/GC) will oversee the reconstruction of East Hanagita Street. The Scope of work includes excavation, utility installation, backfill, and paving to reconstruct roadway. Utility installation includes sewer and water which will be tied into the adjacent Senior Housing project. Construct new curb, gutter, sidewalk, and extend storm drain system into new roadway. Grading and drainage improvements at hospital delivery entrance. The Senior Housing project site including lot 3 will be cleared, grubbed and set to rough grade. Install signs, traffic markings, and new lighting on roadway.

Special Inspections will be contracted separately by the Owner for this project.

Partial funding of this project is from a Community Development Block Grant (CDBG). The contractor/subcontractor must comply with several laws, regulations, and requirements pertaining to this CDBG project. These laws make it unlawful to discriminate in employment, places of public accommodation, sale or rental of real property, and financing and credit practices, by the State or its political subdivisions because of race, religion, color, national origin, sex, handicap status, age, or martial/family status. A summary of these laws can be found in the *Civil Rights and Fair Housing Handbook* from the State of Alaska's Department of Commerce, Community, and Economic Development.

This project is subject to grant approval and funding availability. Project may be canceled at any time.

Under Section 3 of the housing and Urban Development Act of 1968 the City of Valdez and its Contractors will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons and to eligible businesses.

For more information on the laws, regulations, and requirements of the CDBG grant see attached *Civil Rights and Fair Housing Handbook*; and *Section 3 Plan Packet for CDBG*.

You can also find more information from the State of Alaska's website at https://www.commerce.alaska.gov/web/dcra/GrantsSection/CommunityDevelopmentBlockGrants.aspx



## City of Valdez Agreement Page 1 of 2

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

This agreement is made on the	day of	, 2022, by and be	etween the City of Va	ıldez
Alaska, hereinafter called the Ow	ner, acting thro	ugh its Mayor, and O	Orion Construction, In	ıc.
doing business as a Corporation le	ocated in Wasil	la, Alaska, hereinaft	er called the Contract	or.

The Contractor agrees to this Contract known as:

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the Guaranteed Maximum Price inclusive of Owner Contingencies and per unit prices as set forth in the Contract Documents for this project. The total amount of this Contract shall not exceed:

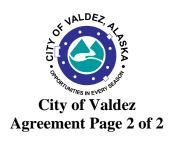
East Hanagita Roadway and Utility Improvements – CM/GC Contractor "GMP" Fee Total Cost of Construction: \$1,200,000

Owners Contingency: <u>\$150,000</u>

Grand Total of GMP =  $\frac{$1,350,000}{}$  (One Million Three Hundred and Fifty Thousand Dollars)

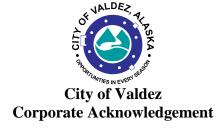
The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents by July 1, 2023. Said contract documents are listed in the Table of Contents herein. All documents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

The 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.

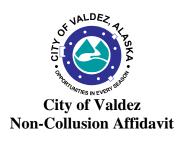


IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

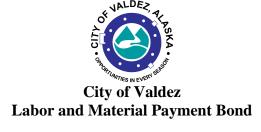
Orion Construction, Inc.	City of Valdez, Alaska, Authorized	
Signature	Sharon Scheidt, Mayor	
Name	Date	
Title	Attested:	
Date	Sheri L. Pierce, MMC, City Clerk	
	Date	
Mailing Address	Recommended:	
City, State, Zip Code	Mark Detter, City Manager	
Federal I.D. or S.S.N.	Date	
Corporate Secretary	Nathan Duval, Capital Facilities Director	
o a production of the producti	Date	
	<b>Approved as to Form:</b> Brena, Bell & Walker, P.C.	
Attest: Corporate Secretary	Jon S. Wakeland	



(10 be filled in when Contract is ex	recuted in benait of Corporation)
UNITED STATES OF AMERICA	·
STATE OF ALASKA	)SS. )
The foregoing instrument was ackn	owledged before me this day of, 2022.
(Name of Officer)	(Title of Officer)
(Name of Corporation)	
(State of Incorporation)	rporation, on behalf of said Corporation.
Notary Public	
My Commission Expires:	
My Commission Expires:	



(to be executed prior to award)		
UNITED STATES OF AMERICA	) )SS.	
STATE OF ALASKA	)	
I,	_, of	, being duly
sworn, do depose and state:		
<u> </u>		am a member, a bidder on the Contract to be astruction of that certain construction project as:
•	•	Utility Improvements – CM/GC Contract Number: 1928
	sion, or otherwis	either directly or indirectly, entered into any se taken any action in restraint of free ct.
Signature		
Subscribed and sworn to this	_ day of	, 2022.
Notary Public		
My Commission Expires:		

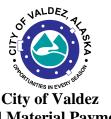


Know all men by these presents that:
Orion Construction, Inc. 3038 N. Caribou Street Wasilla, Alaska, 99654
as Principal, hereinafter called Principal, and,
(Here insert full name and address or legal title of Surety,
as Surety, hereinafter called Surety, are held and firmly bound unto
City of Valdez 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, 2022, entered into a contract with Owner for
Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

in accordance with Drawings and Specifications prepared by

Enterprise Engineering, Inc. 2525 Gambell St. Suite 200 Anchorage, Alaska 99503

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



## Labor and Material Payment Bond

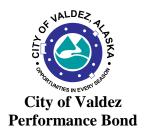
Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

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 _	, 202	2
(Witness)	(Principal)	(Seal)
	(Title)	
(Witness)	(Surety)	(Seal)
	(Title)	

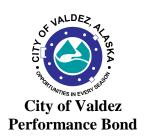


## KNOW ALL MEN BY THESE PRESENTS: that

Orion Construction, Inc. 3038 N. Caribou Street Wasilla, Alaska, 99654				
as Principal, hereinafter called Contracto	or, and ,			
	(Here insert full name and address or legal title Suret	ty)		
as Surety, hereinafter called Surety, are l	neld and firmly bound unto			
	City of Valdez P.O. Box 307 Valdez, AK 99686			
as Obligee, hereinafter called Owner, in	the amount of			
	Dollars (\$	)		
± *	and Surety bind themselves, their heirs, edintly and severally, firmly by these presents.	executor,		
WHEREAS,				
Contractor has by written agreement date for	ed, 2022, entered into a contract wit	h Owner		
· ·	ndway and Utility Improvements – CM/GC -310-9165 / Contract Number: 1928			
in accordance with Drawings and Specif	ications prepared by			

**Enterprise Engineering, Inc. 2525 Gambell St. Suite 200** Anchorage, Alaska 99503

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



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 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.

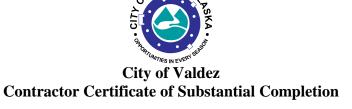
Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022

(Witness) (Principal) (Seal)

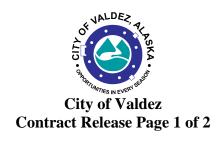
(Title)

(Witness) (Surety) (Seal)

(Title)

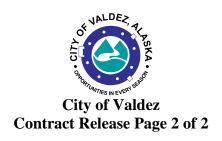


CC	NTRACTOR:				
This is to certify that I,, am a duly authorized official					
said CONTRACTOR working in the capacity of, and in					
off	icial capacity representing said CONTRACTO	R do hereby certify as follows:			
1.	<ol> <li>The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.</li> </ol>				
2.	The Contract work is now substantially complete	lete in all parts and requirements.			
3.	substantially complete nor the acceptance there	by the EngineerArchitect that the work is reof by the Owner shall operate as a bar to claim guarantee provisions of the Contract Documents.			
4.	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.	5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.				
6.	1 0 1	area as described under "REMARKS," of the sume full possession of the Project or specified e) onday,, 2022.			
	Dawson Construction, LLC CONTRACTOR CITY OF VALDEZ OWNER				
(Si	Signature) Capital Facilities Director				
(Ti	tle)	Date			
Da	te				
RE	MARKS:				

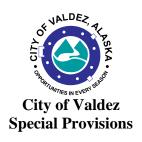


The undersigned,				
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages 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: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928				
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 <u>Witt v. Watkins</u> , 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 of 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.

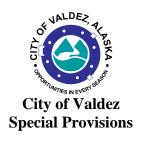


IN WITNESS WHEREOF, I have 2023.	ve hereunto set my hand and seal thisday of
	COMPANY
	SIGNATURE
	TITLE
STATE OF ALASKA ) )ss.	
THIRD JUDICIAL DISTRICT )	
	day of, 2023, before me, Notary Public in eared of
	, known to me to beand acknowledged to me that he has read this
foregoing RELEASE and knew contents the knowledge and belief, and that he signed to	hereof to be true and correct to the best of his he same freely and voluntarily for the uses and has duly authorized to execute the foregoing document
WITNESS my hand and notaria	seal this, 2023.
	Notary Public in and for Alaska My Commission expires:



## **Table of Contents**

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#### SP 01 General Statement

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

## **SP 02 Special Site Conditions**

Contractor will have to work closely with the City to coordinate compaction work as well as road closures with the Hospital. The contractor shall minimize closure of East Hanagita as much as reasonably feasible and provide adequate notice of such closures (minimum 7 working days). General Contractor will be responsible for working with subs and the City to establish detour routes and traffic control plans.

Contractor must provide at all times safe access to pedestrians along walkways. A safe and tidy job site must be kept by the Contractor at all times during the duration of the project.

Work is not to exceed noise levels set forth within City ordinances without prior approval from the Capital Facilities Director.

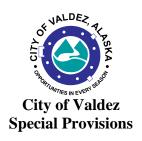
The Contractor is responsible for providing all approved DOT traffic control and SWPPP plans. These plans must be followed in accordance with these approved plans. The Contractor is responsible for setting up detours, signage or barricades if their work is in a public area and will interfere with normal traffic flow. The Contractor must include a Traffic Control Plan with the project schedule before construction operations begin.

Contractor is to repair any damage caused by construction operations.

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 and contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Staging area for all work included will be located on-site in an area agreed upon with the City and the Contractor. Staging area or areas will be determined after during the Pre-construction meeting.

Local building permit fees are waived. The Contractor will be responsible for applying for and obtaining local building permits before the Notice to Proceed is issued. The Contractor will need to call the City building Department at 907-834-3401.



## SP 03 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.

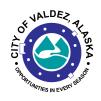
## SP 04 Coordination and Schedule

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

## SP 05 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.



## City of Valdez Special Provisions

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

### SP 06 Permits

The Contractor shall obtain all licenses and permits that are required to complete the Work with the exception that City will obtain the required state agency permits.

## SP 07 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.

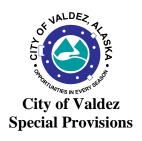
Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any 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 08 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 Contractor to prepare his "GMP" Cost Proposal 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 09 Construction Specifications**

The Specifications for construction of the work of this Project are incorporated into the design and on the future drawings. These drawings are by reference to Kinney Engineering.

## SP 10 Resident Project Representative

The Owner shall designate a person authorized to act as Resident Project Representative, having the same authority and limitations described for the Engineer in Section 10.05, Article 5.1 of the CVSS. The Resident Project Representative will be responsible for daily coordination with the Contractor and for furnishing instruction to the Contractor's field Superintendent during the performance of field Work. The Resident Project Representative may be assisted by inspectors, surveyors, or technical support staff.

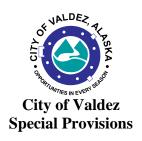
## **SP 11 Contractor Daily Reports**

By the end of each day's work, the Contractor's Superintendent shall complete a daily report describing the general conditions and activities at the site, including but not limited to: Weather; number of workers and description of activities for general contractor, subcontractor and specialty/sub-subcontractors; testing and inspections; instructions, extra work, or additional testing from Engineer, Owner representatives; remarks about site visitors, preconstruction conferences, new work activities, special site meetings, exceptions to anticipated progress; site surveys, as-built entries. This report in digital format shall be furnished to the Resident Representative before noon on the following day accompanied by subcontractor's daily reports and sufficient color photographs to document the relevant activities and progress that day

#### SP 12 Definitions

ALLOWANCES shall mean the establishment of cash allowances in the GMP for portions of the work that cannot be specified with sufficient particularity to estimate at the time of contracting. This includes primarily items that have not yet been designed, chosen, or other specific characteristics have not been determined. When the actual costs of allowance items are known, the differences from the specified allowances should be adjusted by means of a change order. If the net cost (including shipping and taxes) exceeds the allowance, the excess is to be charged to the owner by an additive change order or, when it is less, by a deductive change order.

FIELD LABOR shall mean, in addition to items as defined in the general conditions, standard rates cover costs related to safety, quality control, small tools, and overhead applicable to the self-performance by the General Contractors crews.



#### SP 13 Owner

Owner will provide information so that the Contractor can confirm the funding for the project has been secured.

Owner will provide all permits. Owner will provide all Special Inspections and pay for all inspection and testing costs.

When unforeseen conditions or work outside the scope upon which the GMP has been established are discovered, the Contractor will notify the Owner and present a cost proposal to the Owner for review and approval.

## SP 14 General Contractor and/or Construction Manager Rates

General Contractor Rates – see attached rates from Orion Construction, Inc.

## **SP 15 Time of Completion**

All work shall be completed in accordance with the Contract Documents as follows:

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

Substantial Completion deadline is October 31, 2022

**Final Completion** deadline is July 1, 2023



## City of Valdez Special Provisions

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

### **SP 16 Insurance**

At the date and approval by the Owner (City) that substantial completion has been met the Owner's General Liability Policy will replace the Contractor's Builder's Risk Insurance.

## **SP 17 Warranty**

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

#### SP 18 Closeout

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

#### 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.



## City of Valdez Special Provisions

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

## 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 19 Owner Furnished Materials**

The City may furnish materials procured outside the bounds of this contract to be incorporated into the Work. When materials are furnished to and utilized by the Contractor a credit in the amount of the fair market value of said materials shall be added to the Contingency account.



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

# Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

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## Modifications and Additions to the Standard Specifications

Project: East Hanagita Roadway and Utility Improvements – CM/GC Project Number: 20-310-9165 / Contract Number: 1928

Division 10 Standard General Provisions

Article 7.5 Progress Payments

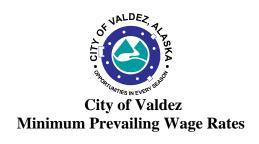
Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 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 \$1,000 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 \$1,000 and up to 5% of the invoice not to exceed \$10,000.



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 Pamphlet 600, Issue 39, effective 9/1/2019, 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.

**ABBREVIATIONS** ADA AMERICANS WITH DISABILITIES ACT AC ASPHALT CONCRETE AWWA AMERICAN WATER WORKS ASSOCIATION BOP BOTTOM OF PIPE CORRUGATED POLYETHYLENE PIPE CPEP CT **CURB TRANSITION** DIP DUCTILE IRON PIPE ELEV **ELEVATION** EOP EDGE OF PAVEMENT **ESMT** EASEMENT EW EACH WAY EX **EXISTING** FF FINISHED FLOOR GB GRADE BREAK G۷ GATE VALVE HORIZONTAI HIGH DENSITY POLYETHYLENE HDPE HP HIGH POINT INVERT INV LENGTH MAX MAXIMUM ME MATCH EXISTING MIN MINIMUM ON CENTER OC OCCUPATIONAL SAFETY AND HEALTH OSHA ADMINISTRATION PUE PUBLIC USE EASEMENT R RADIUS RIGHT-OF-WAY ROW STORM DRAIN MANHOLE SDMH SANITARY SEWER MANHOLE SSMH STA STATION TB TEST BORING TYP **TYPICAL** VERTICAL VB VALVE BOX VG VALLEY GUTTER CENTERLINE DEGREE

## **SNOW STORAGE (LOT 3)**

REQUIRED SNOW STORAGE

PERCENT

PLUS/MINUS

EQUAL TO PAVED AREA: 31,700 SQUARE FEET

PROVIDED SNOW STORAGE 35,300 SQUARE FEET

#### **GENERAL CIVIL NOTES**

- 1. SITE WORK CONSTRUCTION MUST BE IN CONFORMANCE WITH THE CITY OF VALDEZ STANDARD SPECIFICATIONS, CURRENT EDITION, UNLESS OTHERWISE SPECIFIED.
- 2. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY. VERIFY LOCATIONS BY OBTAINING UTILITY LOCATES PRIOR TO BEGINNING CONSTRUCTION.
- 3. DIMENSIONS, COORDINATES, AND RADII SHOWN ARE TO EDGE OF ASPHALT OR CONCRETE, TOP BACK OF CURB, ROAD CENTERLINE, PROPERTY LINE, EDGE OF BUILDING SLAB, OR GRADE BREAK UNLESS OTHERWISE SPECIFIED.
- 4. PIPE LENGTHS ARE TO INSIDE OF STRUCTURE WALL. STRUCTURE COORDINATES ARE CENTER OF STRUCTURE BASE.
- 5. ELEVATIONS ARE TO PIPE INVERT, BOTTOM OF PIPE, TOP OF ASPHALT, TOP OF CONCRETE OR EARTHWORK FINISH GRADE UNLESS OTHERWISE SPECIFIED.
- 6. FILL MATERIAL MUST BE PLACED IN LIFTS NO THICKER THAN 12 INCHES, AND COMPACTED TO 95% MINIMUM DENSITY (PER ASTM D1557).
- 7. PROVIDE PASSING COMPACTION TESTS AT THE FOLLOWING FREQUENCIES:
- 7.1. FOOTINGS/FOUNDATIONS 1/500 SQUARE FEET PER LIFT.
- 7.2. BUILDING SLABS 1/2,500 SQUARE FEET PER LIFT.
- 7.3. TRAFFIC AREAS 1/5.000 SQUARE FEET PER LIFT.
- 7.4 UTILITY TRENCHES 1/300 LE PER LIET
- 8. PREPARE A SWPPP PER ADEC REQUIREMENTS AND PROVIDE NOTIFICATION TO ADEC AS REQUIRED.
- 9. FOLLOW CITY OF VALDEZ REGULATIONS FOR NOISE, HOURS OF OPERATION, AND DUST CONTROL.
- 10. RESTORE DISTURBED PROPERTY OUTSIDE OF WORK LIMITS TO ORIGINAL CONDITIONS.
- 11. TEST BORING INFORMATION IS PROVIDED IN THE GEOTECHNICAL REPORT, VALDEZ SENIOR LIVING APARTMENTS SUBSURFACE INVESTIGATION REPORT, BY ENTERPRISE ENGINEERING, INC. IN MARCH 2022.
- 12. EXISTING GROUND CONTOURS ARE PER SURVEY FROM WRANGELL MOUNTAIN TECHNICAL SERVICES.
- 13. VERIFY MATCH EXISTING SPOT ELEVATIONS AND INVERTS PRIOR TO CONSTRUCTION. NOTIFY CIVIL DESIGNER OF RECORD IF THERE ARE ANY SIGNIFICANT DISCREPANCIES
- 14. ACCESS TO THE NORTH SIDE OF THE HOSPITAL MUST REMAIN AT ALL TIMES. PROVIDE A PHASING PLAN TO CITY OF VALDEZ SHOWING HOW THIS WILL BE MAINTAINED.
- 15. WORK WITHIN THE 50-FOOT UTILITY EASEMENT MUST COMPLY UTILITY COMPANY REQUIREMENTS.
- 16 SIGN DESIGNATIONS ARE PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
- 17. SEED ALL DISTURBED AREAS, UNLESS OTHERWISE INDICATED.

#### PROPERTY AND SURVEY DATA

SURVEY WAS PERFORMED BY WRANGELL MOUNTAIN TECHNICAL SERVICES.

#### EXISTING LEGAL:

MEDICAL PARK SUBDIVISION, PLAT 2006-2 VALDEZ RECORDING DISTRICT, VALDEZ ALASKA.

#### PROPOSED LEGAL (RE-PLAT):

LOTS 1, 2, 3 AND TRACTS A AND B, VALDEZ MEDICAL AND SENIOR ADDITION SUBDIVISION.

#### VERTICAL AND HORIZONTAL CONTROL:

VERTICAL AND HORIZONTAL CONTROL IS ALASKA STATE PLANE ZONE 3 AND GEOID 12A.

#### DATE OF FIELD SURVEY:

THE SURVEY OF THIS AREA WAS CONDUCTED OVER SEVERAL YEARS BEGINNING IN 2013 THROUGH 2022. CHECKS WERE MADE OF CERTAIN ACCESSIBLE LOCATIONS TO CONFIRM THAT THE DATA IS CORRECT, THERE ARE A COUPLE OF LOCATIONS THAT COULD NOT BE CHECKED DUE TO SNOW AND ICE. DATA WAS CONVERTED TO MATCH THE OPUS SOLUTION FOR THE WRANGELL MOUNTAIN TECHNICAL SERVICES PERMANENT BASE STATION TOWER 2019 GEOID 12A.

## SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2,607,913.33	1,580,366.49	17.43	ALCAP 140918 C6 TR B
2	2,607,840.32	1,580,081.77	25.67	ALCAP 140918 C2 TR C
3	2,606,728.08	1,579,483.81	24.31	ALU MON 211001 C4
4	2,606,728.13	1,578,595.95	30.49	ALCAP 210930
5	2,606,728.66	1,578,825.86	29.23	REBARBENT211001 N0°00'13"E 0.54' FROM BNDY
6	2,607,572.05	1,578,596.05	35.92	REBAR 150503
7	2,607,652.74	1,578,555.48	36.83	BC 210701 INTERSECTION MEALS-HANAGITA
8	2,605,053.15	1,578,557.24	20.34	ALCAP 211214 INTERSECTION MEALS-FAIRBANKS
9	2,607,651.61	1,576,755.82	55.99	ALCAP 181108A INTESECTION HANAGITA-HAZELET

REVISIONS No Description Date

ENTERPRISE ENGINEERING, INC

2525 GAMBELL STREET SUITE 200 ANCHORAGE, AK 99503 907-563-3835 LICENSE#AECC651



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VALDEZ SENIOR

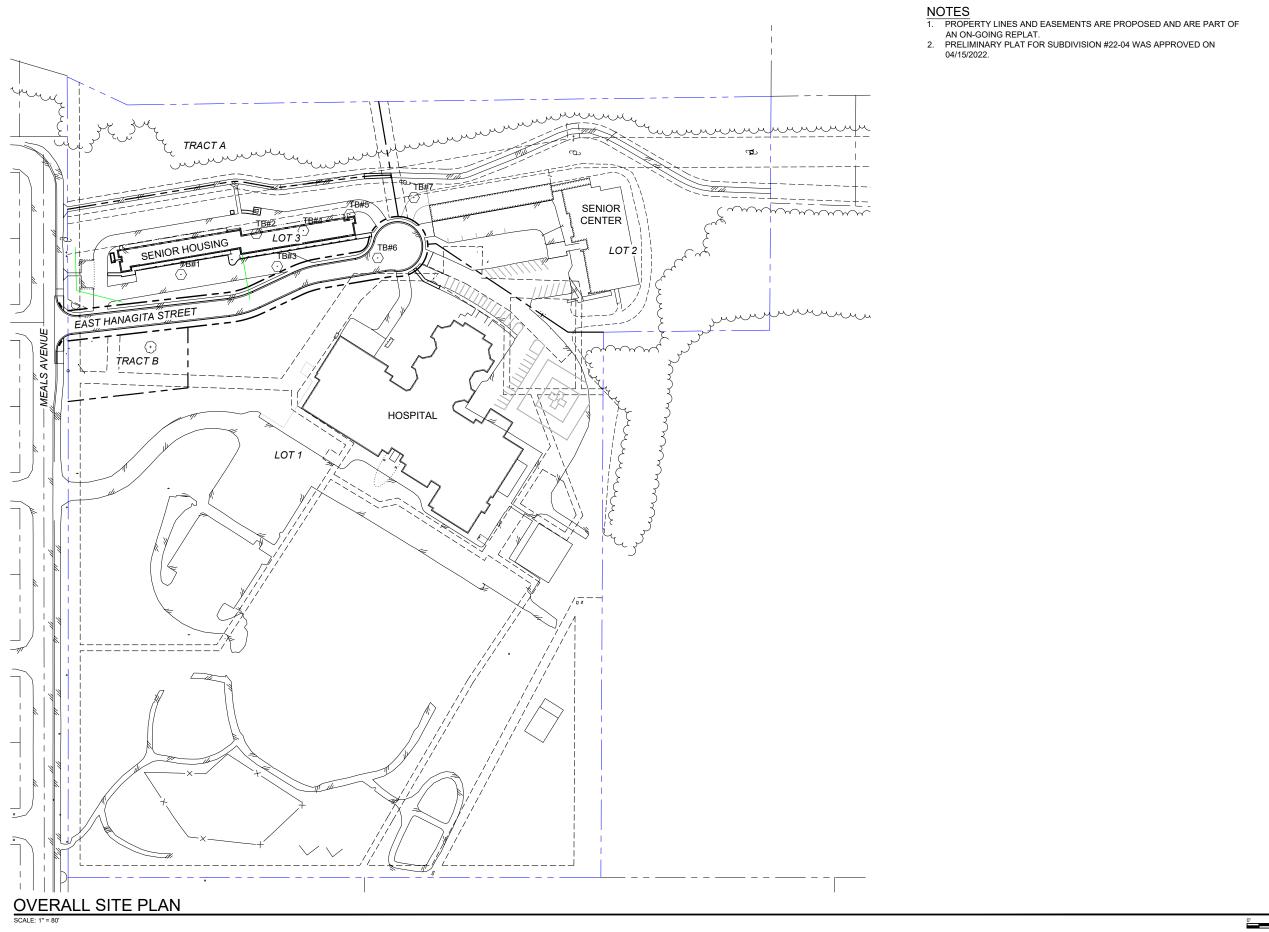
HOUSING

VALDEZ, AK

BDS Project No.

BID DOCUMENTS

CIVIL NOTES. **LEGEND AND ABBREVIATIONS** C0.01



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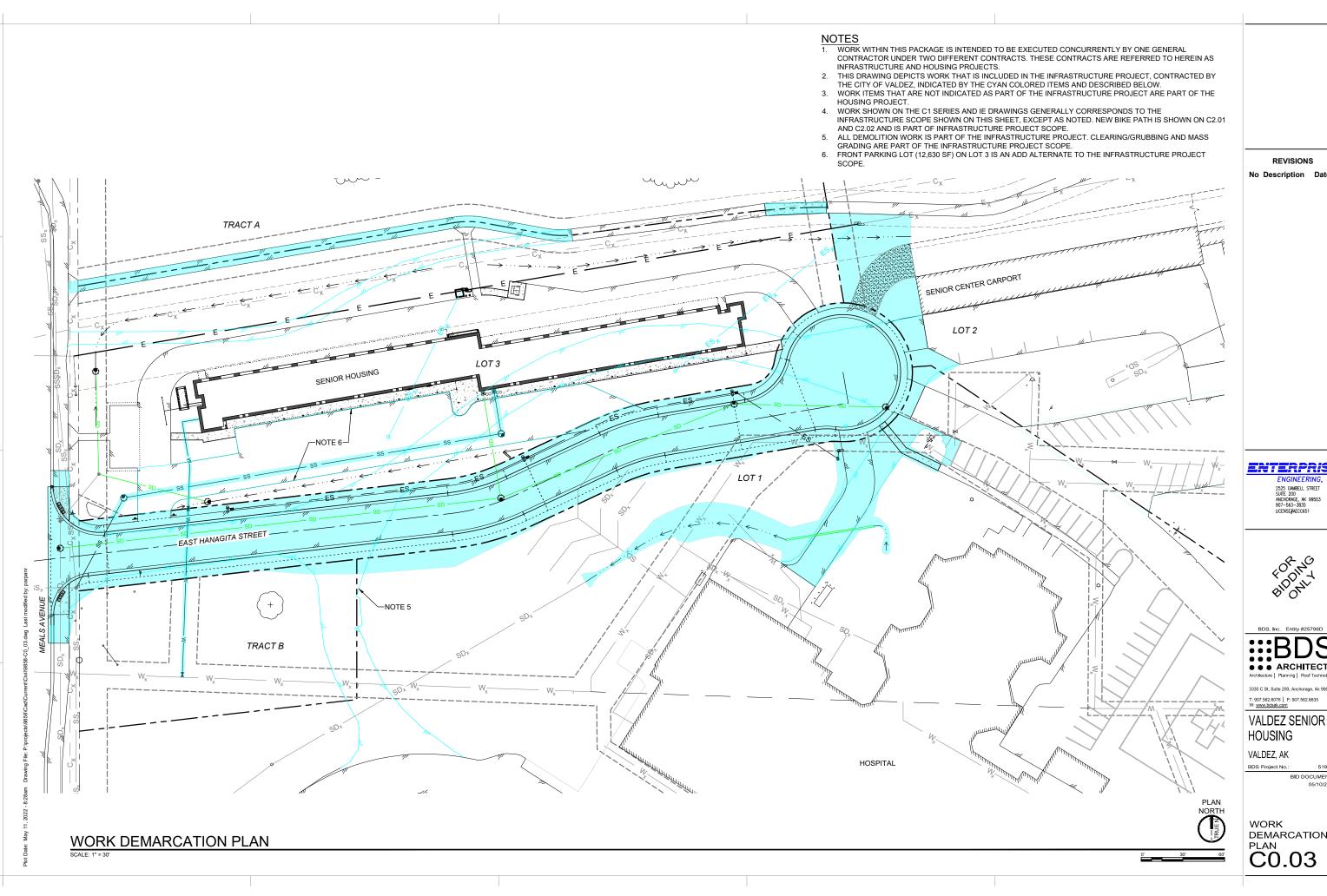
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BID DOCUMENTS 05/10/2022

OVERALL SITE PLAN

C0.02



REVISIONS No Description Date

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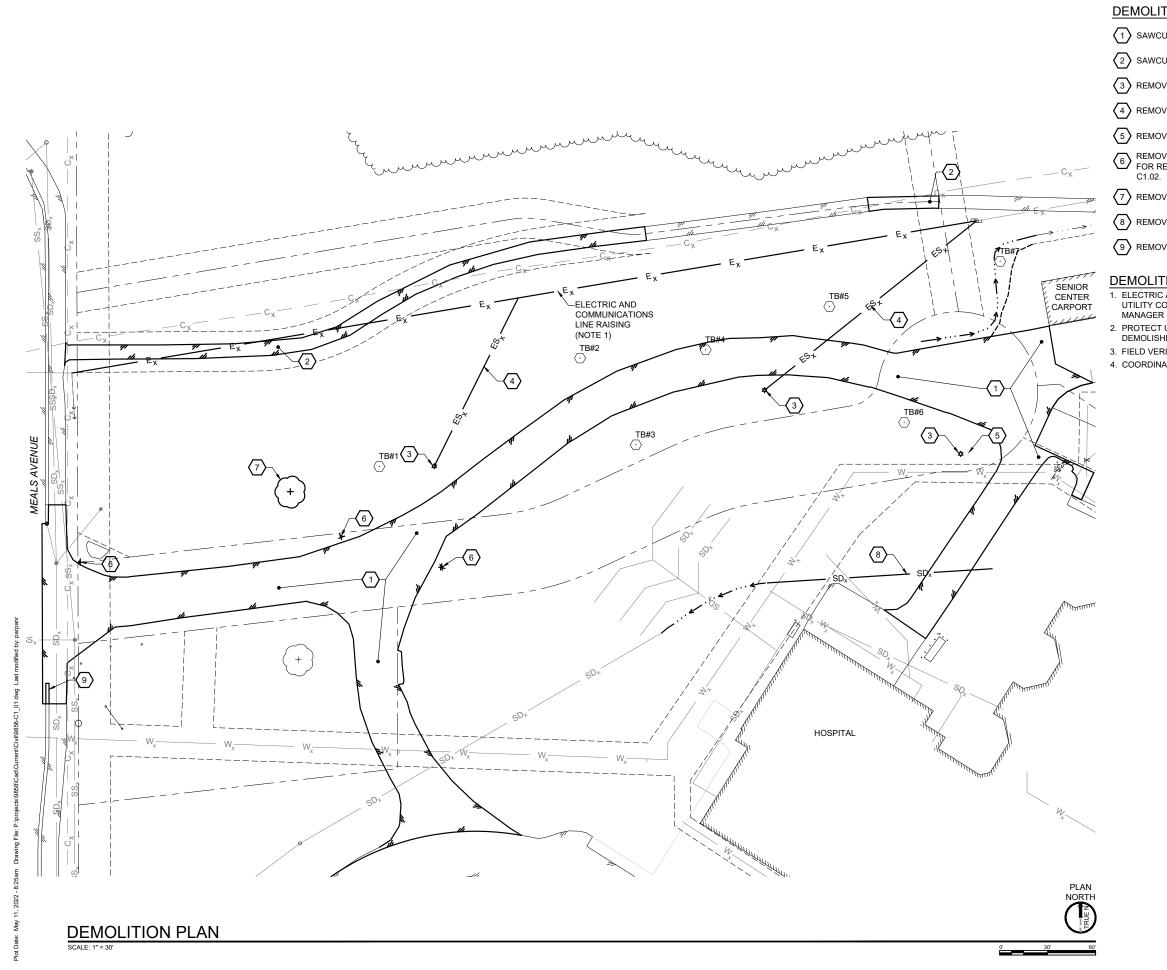
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BID DOCUMENTS

work demarcation PLAN C0.03



## **DEMOLITION ITEMS**

- 1 SAWCUT AND REMOVE ASPHALT DRIVEWAY.
- 2 SAWCUT AND REMOVE ASPHALT PATHWAY.
- REMOVE LIGHT POLE AND FOUNDATION.
- 4 REMOVE OVERHEAD ELECTRIC LINE.
- 5 REMOVE UNDERGROUND ELECTRIC LINE. SEE IE1.01.
- REMOVE SIGN AND FOUNDATIONS. SIGNS MAY BE SAVED FOR REINSTALLATION, WHERE APPLICABLE, SEE SHEET C1.02.
- $\overline{7}$  REMOVE VEGETATION.
- 8 REMOVE 18-INCH CULVERT.
- 9 REMOVE CURB AND GUTTER.

## **DEMOLITION NOTES**

- ELECTRIC AND COMMUNICATIONS LINES WILL BE RAISED BY
   UTILITY COMPANY. COORDINATE WITH CITY OF VALDEZ PROJECT
   MANAGER IF NEEDED.
- PROTECT UTILITIES AND STRUCTURES THAT WILL NOT BE DEMOLISHED.
- 3. FIELD VERIFY EXISTING CONDITIONS PRIOR TO DEMOLITION.
- 4. COORDINATE DEMOLITION LIMITS WITH PROVIDED WORK.

REVISIONS

No Description Date

ENTERPRISE ENGINEERING INC

ENGINEERING, 2525 GAMBELL STREET SUITE 200 ANCHORAGE, AK 99503 907-563-3835 LICENSE#AECC651



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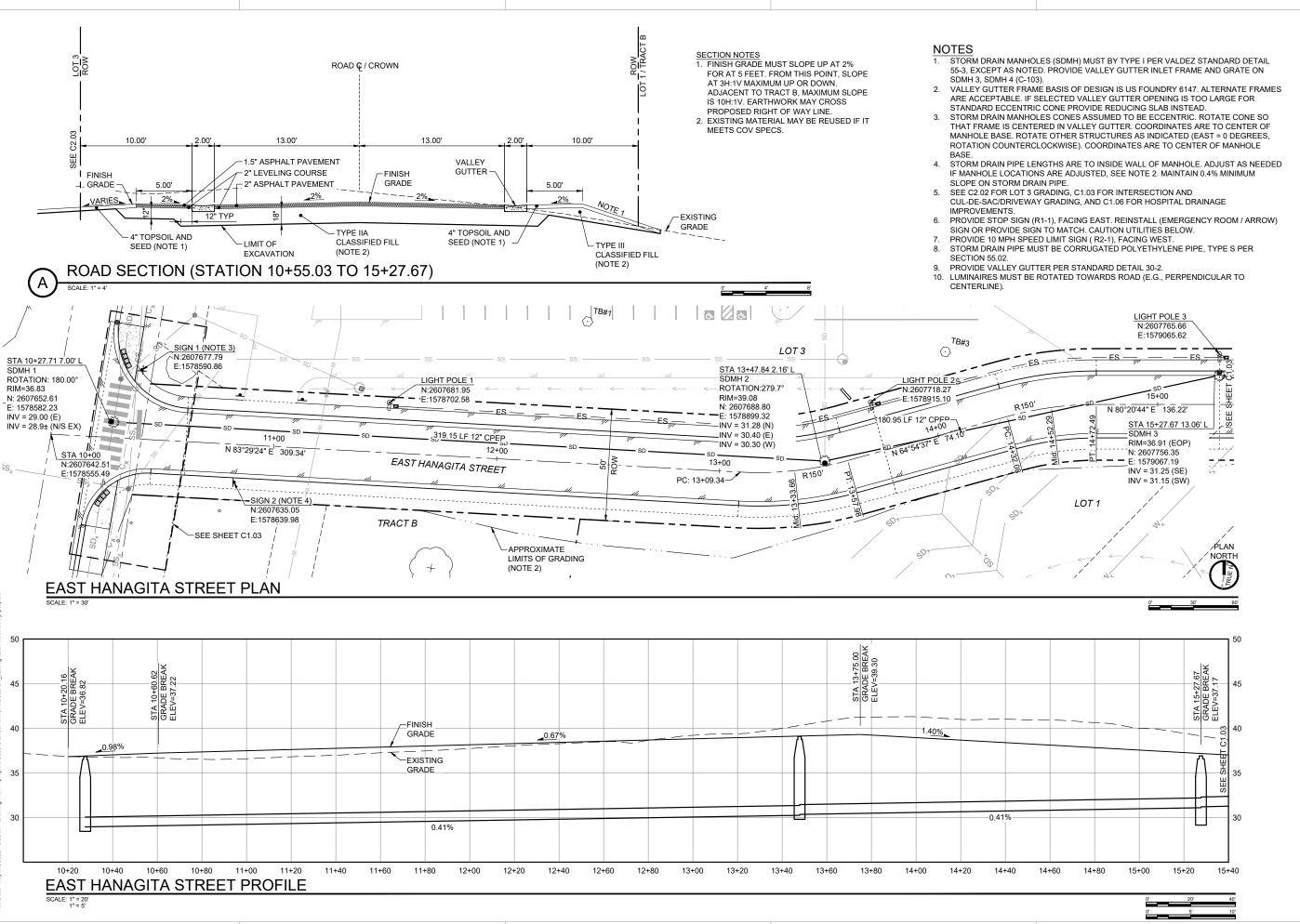
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DEMOLITION PLAN

C1.01



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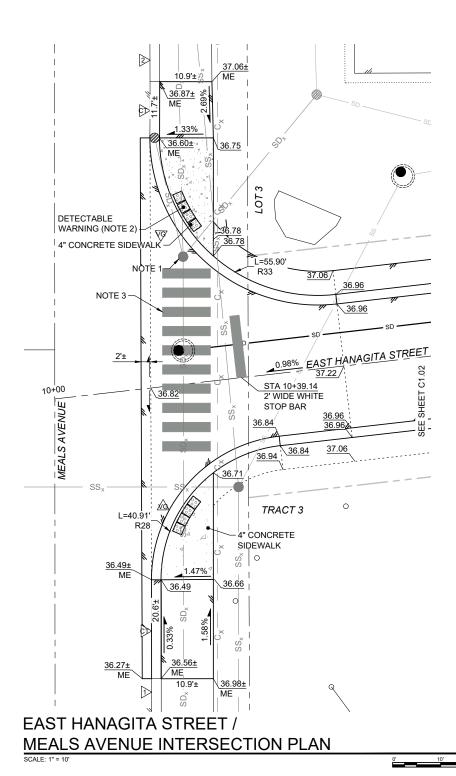
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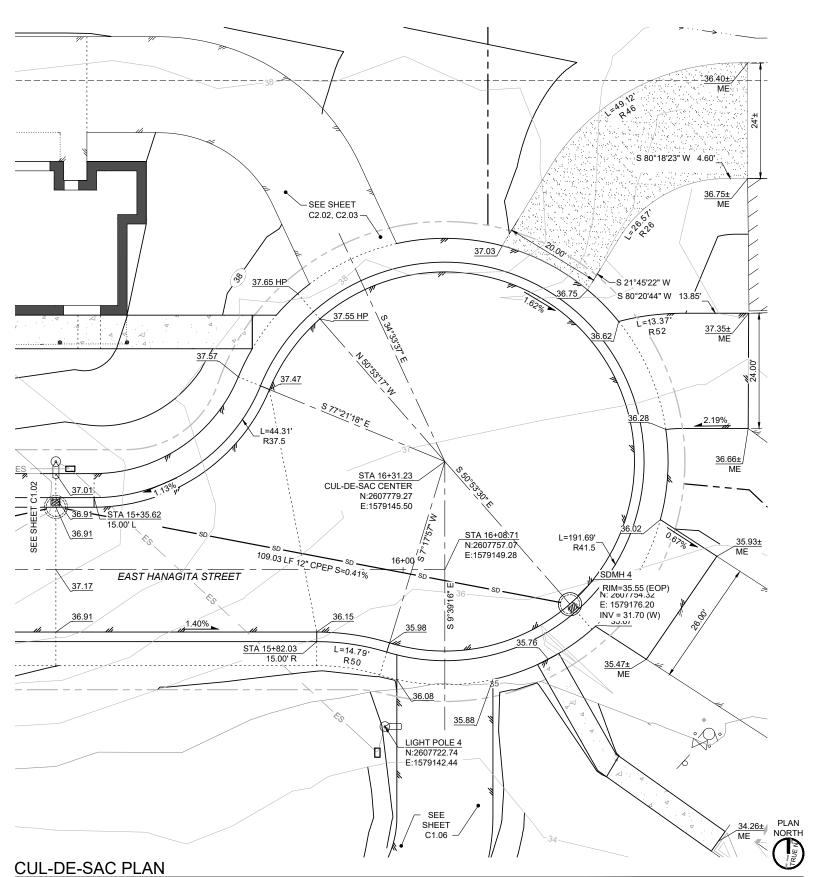
EAST HANAGITA STREET PLAN AND PROFILE C1.02

#### **NOTES**

- LARGER RADIUS PROVIDED ON CURB TO NOT CONFLICT WITH STRUCTURE LID. STRUCTURE LID LOCATION SHOW PER SURVEY. STRUCTURE BASE LOCATION IS UNKNOWN. IS POSSIBLE, DEPENDING ON STRUCTURE BASE LOCATION, CONE MAY BE ROTATED SO THAT THE LID IS LOCATED FURTHER AWAY FROM CURB, IF NEEDED. ADJUST RIM ELEVATION IF NEEDED BY ADJUSTING GRADE RINGS. PRIOR TO CONSTRUCTION, LAYOUT PROPOSED IMPROVEMENTS TO IDENTIFY ANY CONFLICTS. NOTIFY OWNERS REPRESENTATIVE IN CASE OF CONFLICT.

  2. DETECTABLE WARNINGS MUST CONFORM TO ADA REQUIREMENTS AND
- 3. PROVIDE 2-FOOT WIDE WHITE STRIPE AT 4-FOOT ON CENTER, 10-FOOT WIDE ALIGNED WITH SIDEWALK.





REVISIONS No Description Date

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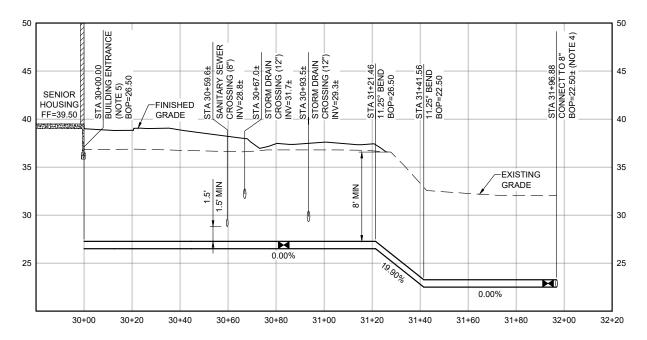
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VALDEZ, AK

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EAST HANAGITA **DETAILED PLANS** 

C1.03



## WATER SERVICE PROFILE

SCALE: 1" =



#### **NOTES**

- 1. PROPERTIES, RIGHTS-OF-WAY AND EASEMENTS SHOWN ARE PER A PROPOSED REPLAT.
- 2. CONSTRUCT WATER SERVICE IN ACCORDANCE WITH CITY OF VALDEZ STANDARD SPECIFICATIONS SECTION 60. PROVIDE GATE VALVE AND VALVE BOX.
- 3. CONNECT TO EXISTING WATER MAIN WITH A LIVE TAP PER CITY OF VALDEZ STANDARD SPECIFICATIONS SECTION 60.13.
- WATER SERVICE MUST BE DUCTILE IRON CLASS 52 PER AWWA C151 WITH CEMENT MORTAR LINING PER AWWA C104.
- 5. PIPE SEGMENTS MUST BE GREATER THAN 8 FEET.
- PROVIDE THRUST BLOCKS OR THRUST RESTRAINT SYSTEM WHERE THE PIPELINE TERMINATES OR CHANGES DIRECTIONS (E.G, BENDS).
- PIPE, FITTINGS, VALVE BOXES MUST BE ENCASED IN ONE LAYER OF POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH SECTION 60.07. IF THRUST BLOCKS ARE USED, PROVIDE TWO LAYERS OF ENCASEMENT WHERE PIPE WILL BE IN CONTACT WITH THRUST BLOCK
- 8. JOINTS MUST BE STAGGERED SO THAT THEY ARE NO CLOSER THAN 9 FEET FROM CENTER LINE OF WATER/SEWER CROSSING. VERTICAL SEPARATIONS AT CROSSINGS MUST BE AT LEAST 18 INCHES.
- . PROVIDE FLUSHING, TESTING, AND DISINFECTION PER SECTION 60.
- 10. PROVIDE ANODES PER SECTION 60.17.
- 11. PROVIDE CLASS C BEDDING AROUND WATER PIPE UP TO 6 INCHES ABOVE TOP OF PIPE. INORGANIC NATIVE MATERIAL MAY BE USED ABOVE THE BEDDING AND BELOW PAVEMENT SECTION.
- 12. PROVIDE GATE VALVE AND VALVE BOX AT LOT 3 PROPERTY LINE.
- 13. EXISTING WATER MAIN ELEVATION IS UNKNOWN. FIELD VERIFY EXISTING ELEVATION AND ADJUST PIPE ELEVATIONS. IF EXISTING PIPE IS LESS THAN 8 FEET DEEP, PROVIDE ADDITIONAL 22.5° BENDS TO LOWER PIPE DIRECTLY ADJACENT TO CONNECT AND PROVIDE 4 INCHES THICK, 4 FEET WIDE, OF INSULATION ABOVE PORTION OF WATER LINE WITH INADEQUATE COVER. CONTACT CIVIL ENGINEER AS NEEDED FOR ASSISTANCE WITH ADJUSTING ELEVATIONS.
- 14. MAXIMUM DEFLECTION OF PIPE PER JOINT MUST NOT EXCEED 80% OF THE MANUFACTURER'S RECOMMENDATION.
- 15. SEE MECHANICAL DRAWINGS FOR WATER CONTINUATION WITHIN THE BUILDING.

REVISIONS

No Description Date

ENTERPRISE ENGINEERING, INC

ENGINEERING, 2525 GAMBELL STREET SUITE 200 ANCHORAGE, AK 99503 907-563-3835 LICENSE#AECC651



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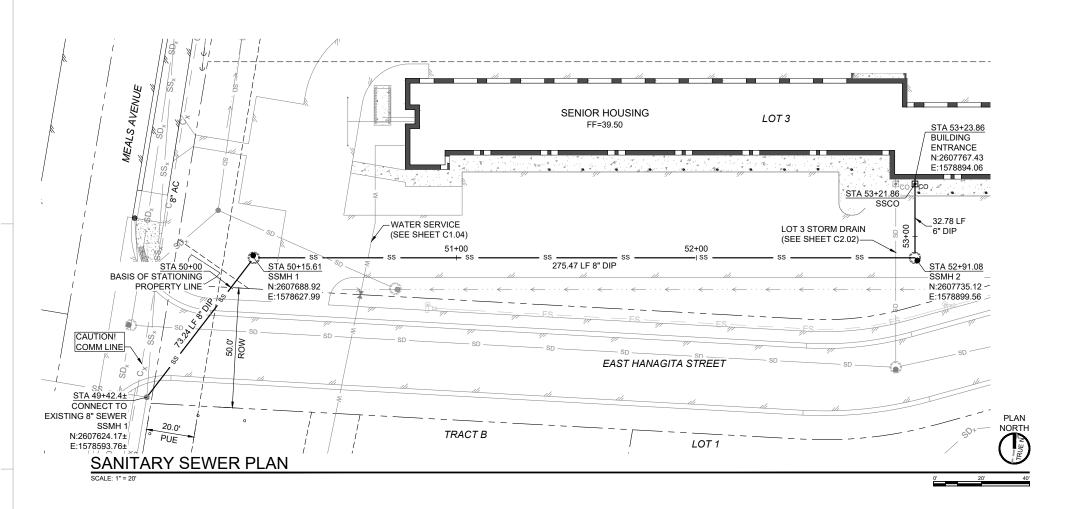
VALDEZ, AK

BDS Project No.

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WATER SERVICE PLAN AND PROFILE

C1.04



#### NOTES

- 1. STRUCTURE LOCATIONS ARE TO CENTER OF STRUCTURE BASE. EXISTING MANHOLE COORDINATE IS TO CENTER OF RIM, STRUCTURE ORIENTATION IS UNKNOWN
- 2. PROPERTIES, RIGHTS-OF-WAY AND EASEMENTS SHOWN ARE PER A
- PROPOSED REPLAT.
  CONSTRUCT SEWER SERVICE IN ACCORDANCE WITH CITY OF VALDEZ STANDARD SPECIFICATIONS SECTION 50.
- CONNECT TO EXISTING MANHOLE PER SECTION 50.05. SEWER PIPES MUST BE DUCTILE IRON PIPE CLASS 50 PER AWWA C151 WITH CEMENT MORTAR LINING PER AWWA C104.
- PROVIDE CLASS C BEDDING AROUND SEWER PIPE UP TO PIPE SPRING LINE. INORGANIC NATIVE MATERIAL MAY BE AS USED
- BEDDING AND BELOW PAVEMENT SECTION.

  7. JOINTS MUST BE STAGGERED SO THAT THEY ARE NO CLOSER THAN 9 FEET FROM CENTERLINE OF WATER/SEWER CROSSING. VERTICAL SEPARATIONS MUST BE AT LEAST 18 INCHES.
- PROVIDE TESTING AND CHECK LINE AND GRADE PER SECTION 50.
- MANHOLES MUST CONFORM TO SECTION 50.03.
- 10. PIPES MUST BE ENCASED IN ONE LAYER OF POLYTHYLENE ENCASEMENT IN ACCORDANCE WITH SECTION 50.13.
- 11. PROVIDE CLEANOUT PER SECTION 50.12.

REVISIONS

No Description Date

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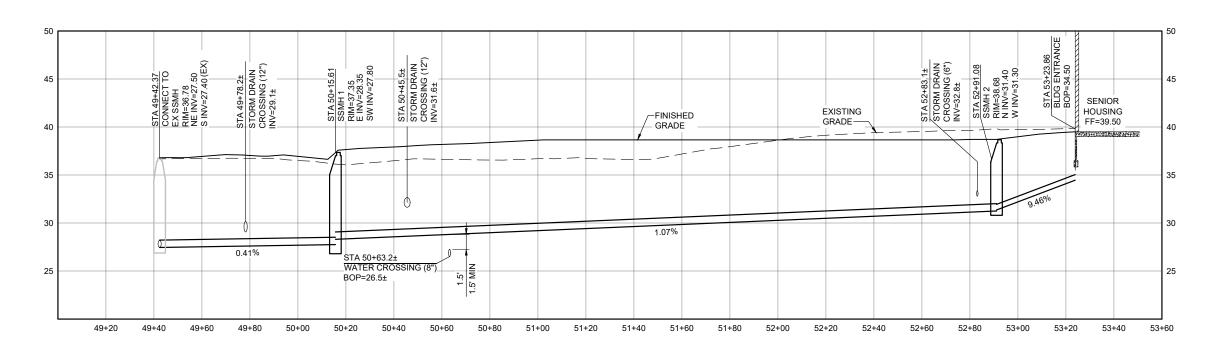
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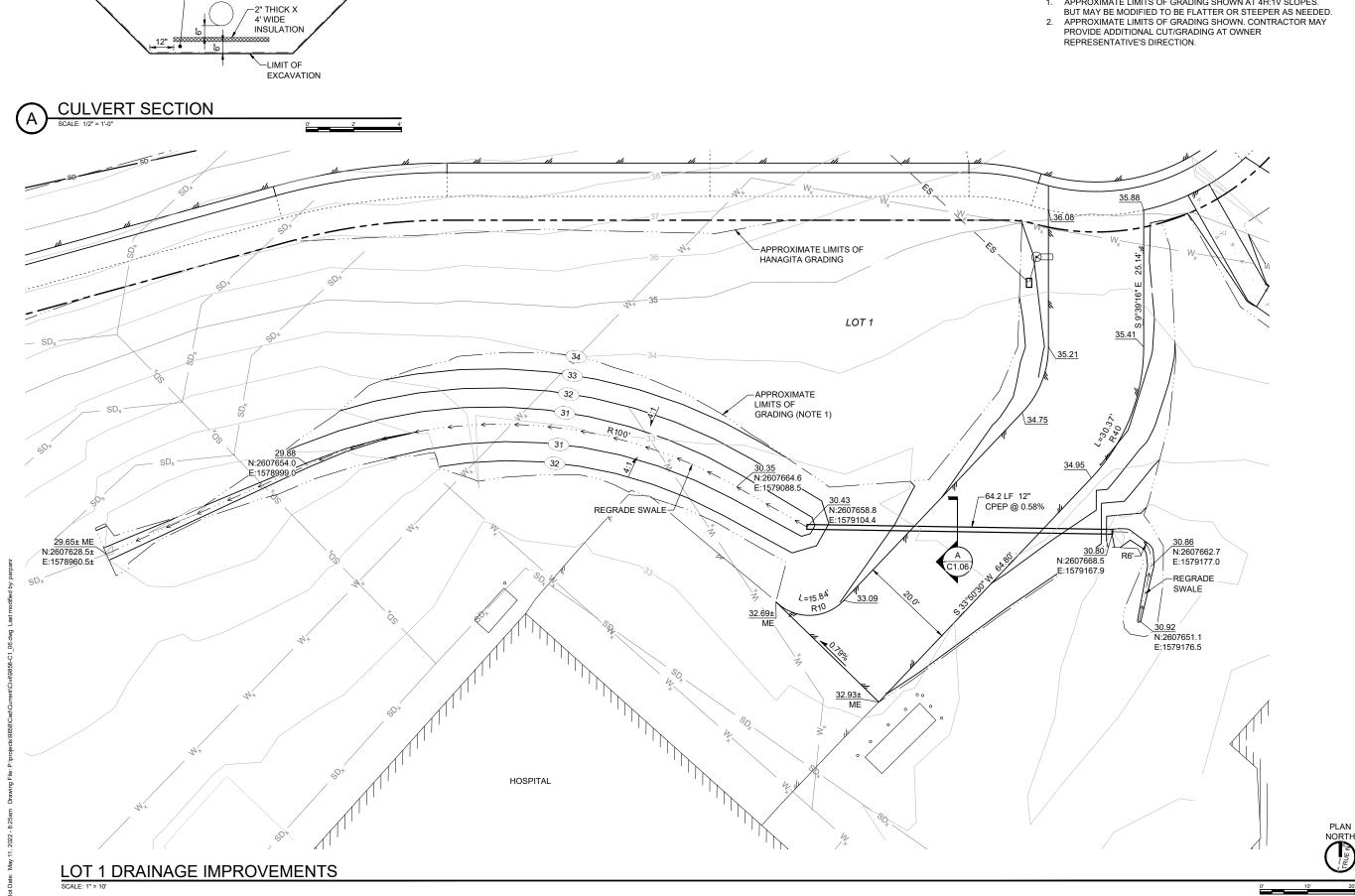
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SANITARY SEWER PLAN AND PROFILE

C1.05



## SANITARY SEWER PROFILE



TYPE IIA CLASSIFIED FILL

## NOTES

1. APPROXIMATE LIMITS OF GRADING SHOWN AT 4H:1V SLOPES.

REVISIONS

No Description Date

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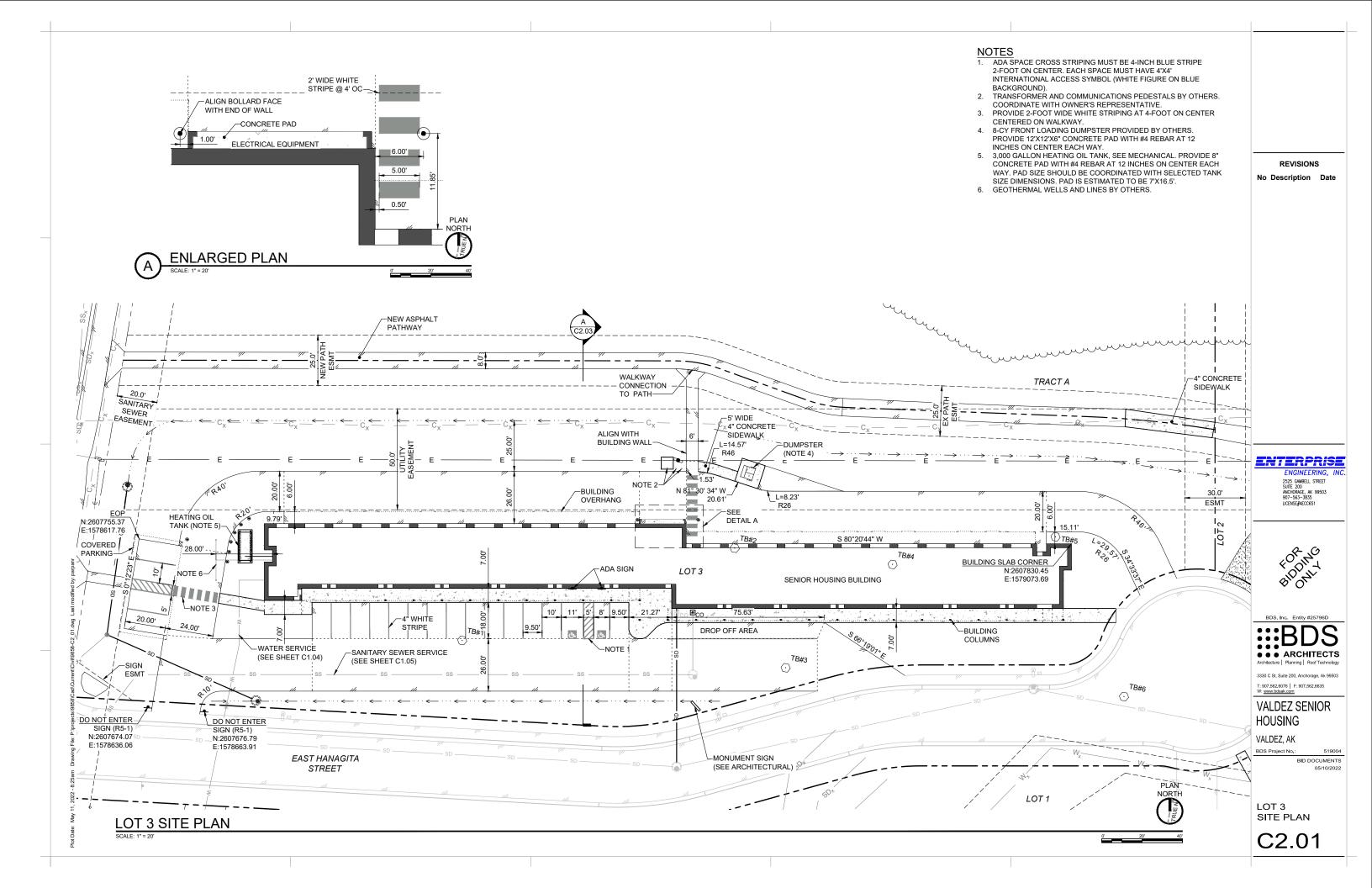
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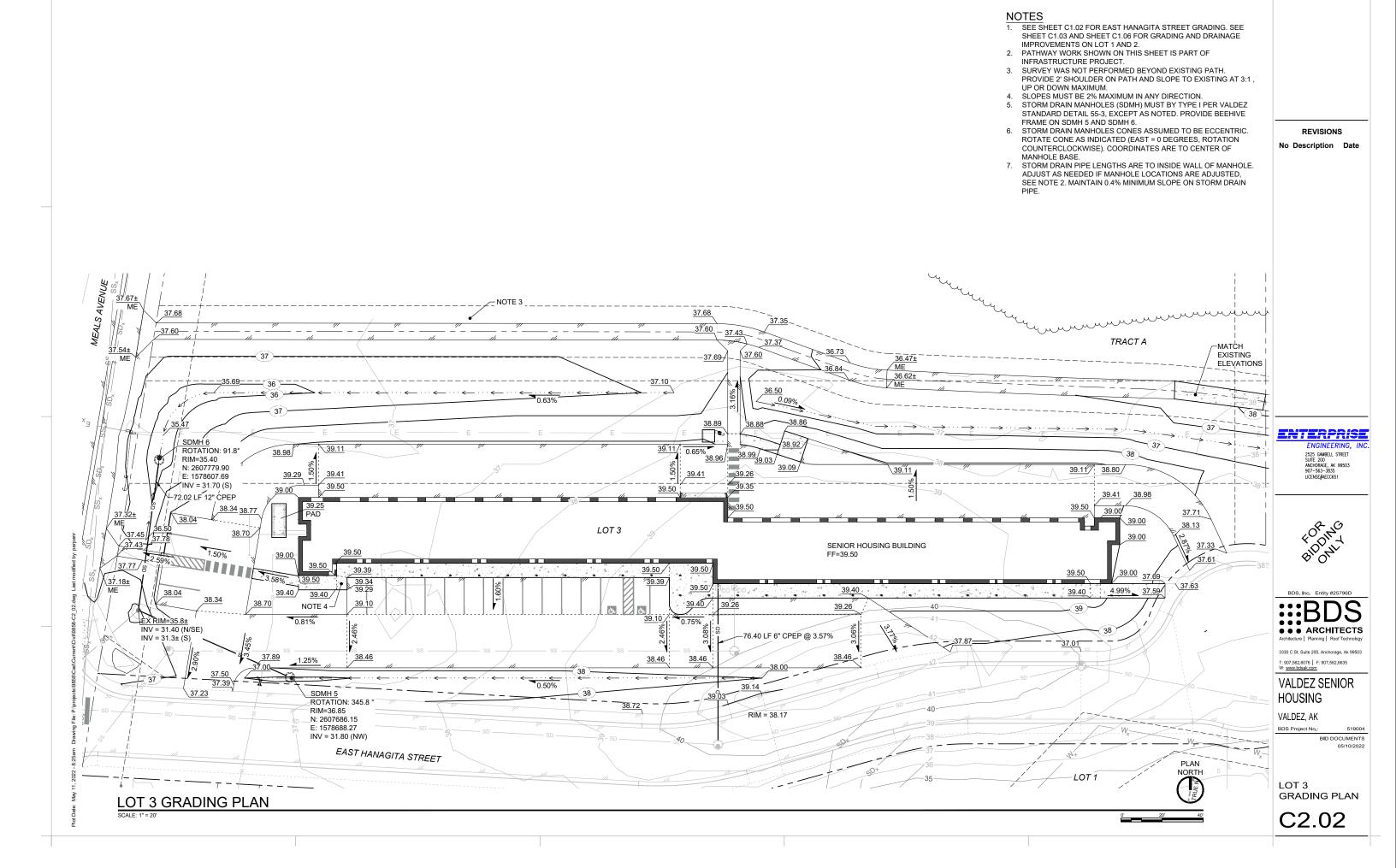
VALDEZ, AK

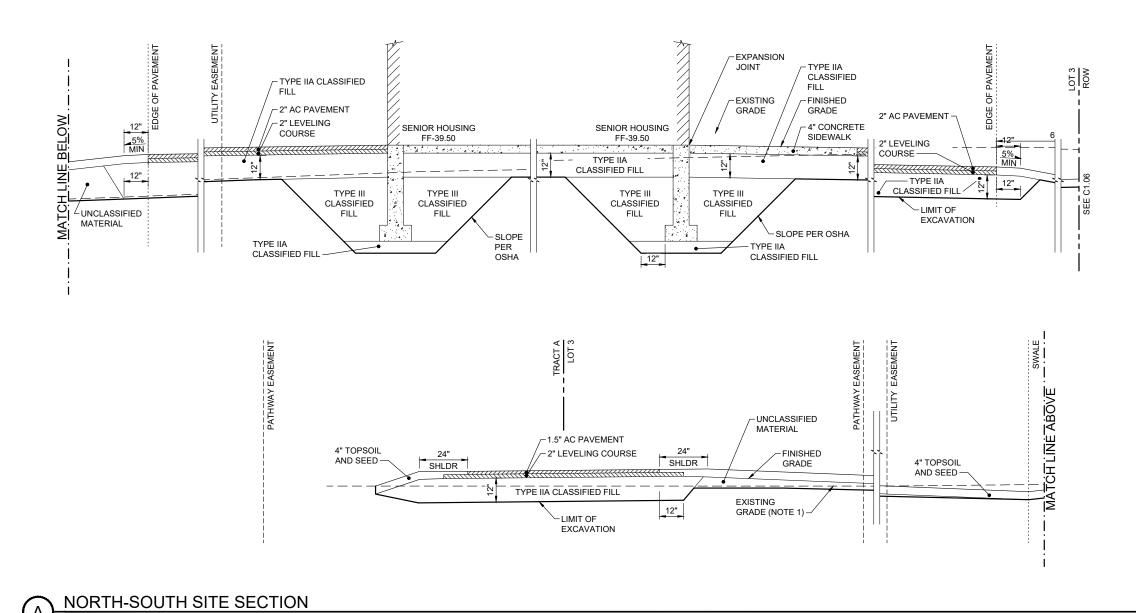
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LOT 1 DRAINAGE IMPROVEMENTS

C1.06







REVISIONS No Description Date

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LOT 3 SITE SECTIONS

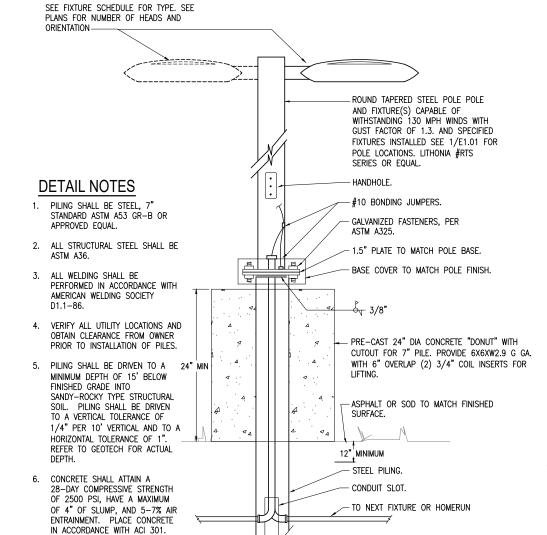
C2.03

	LIGHT FIXTURE SCHEDULE						
TYPE	LOCATION	MANUFACTURER AND CATALOG NUMBER (OR APPROVED EQUAL)	LUMINAIRE DESCRIPTION	MOUN' TYPE	TING HEIGHT	LAMPS	TOTAL INPUT WATTS
S1	AS SHOWN	LITHONIA DSX1_LED_P3_40K_T2M_MVOLT	1.5' X 1.08' POLE MOUNTED LED FIXTURE WITH TYPE 2 MEDIUM DISTRIBUTION.	POLE	30'	4000K LED 12547LM	102

	LEGEND			
	EXTERIOR JUNCTION BOX			
어□	O- POLE MOUNTED AREA LIGHT - OUTDOORS, WEATHERPROOF			
	CONDUIT, CONCEALED			
A	A FIXTURE TAG (LETTER INDICATES TYPE)			
	NOTE TAG (No. INDICATES NOTE)			

REVISIONS

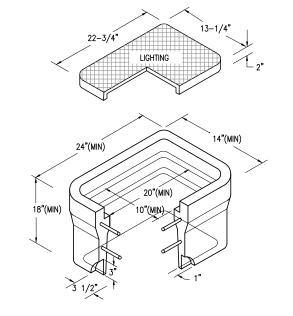
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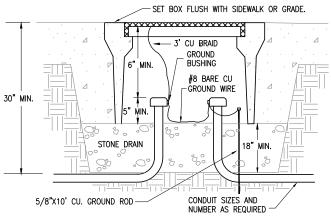


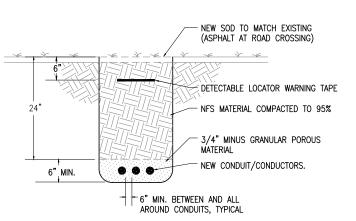
7. WELDED WIRE FABRIC SHALL

CONFORM TO ASTM A185.

LIGHT POLE BASE DETAIL







TYPE 1A JBOX DETAIL

NO SCALE

(3) CONDUIT TRENCHING DETAIL

NO SCALE

RSA

Mechanical and
Electrical Consulting
Engineers

670 West Fireweed Lane, Suite 200 Anchorage, AK 99503 (907)276-0521 Corporate No.: AECC542



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BID DOCUMENTS

LEGEND,
DETAILS,
AND SCHEDULES
1E0.01

## **ELECTRICAL SPECIFICATIONS**

#### 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

- A. SCOPE OF WORK: FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT FOR AN EXTENSION TO THE EXISTING ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS AND IN THESE SPECIFICATIONS.
- B. STANDARDS, CODES AND REGULATIONS: COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL FLECTRICAL CODE. INTERNATIONAL BUILDING CODE. AND INTERNATIONAL FIRE CODE INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES. COMPLY WITH THE LATEST PUBLISHED VERSION OF THE NECA STANDARD OF INSTALLATION.
- C. DRAWINGS: THE DRAWINGS ARE DIAGRAMMATIC, NOT NECESSARILY SHOWING ALL OFFSETS OR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. UNLESS SPECIFICALLY DIMENSIONED. REVIEW THE DRAWINGS AND SPECIFICATIONS FOR EQUIPMENT FURNISHED BY OTHER CRAFTS BUT INSTALLED IN ACCORDANCE WITH THIS SECTION. BRING QUESTIONABLE OR OBSCURE ITEMS. APPARENT CONFLICTS BETWEEN PLANS AND SPECIFICATIONS. GOVERNING CODES OR UTILITIES REGULATIONS TO THE ATTENTION OF THE OWNER. CODES, ORDINANCES, REGULATIONS, MANUFACTURER'S INSTRUCTIONS OR STANDARDS TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT OR CONFLICT WITH THE DRAWINGS AND SPECIFICATIONS.
- D. RECORD DRAWINGS: MARK UP A CLEAN SET OF DRAWINGS AS THE WORK PROGRESSES. TO SHOW THE DIMENSIONED LOCATION AND ROUTING OF ALL ELECTRICAL WORK WHICH WILL BECOME PERMANENTLY CONCEALED. SHOW ROUTING OF WORK IN PERMANENTLY CONCEALED BLIND SPACES WITHIN THE BUILDING. SHOW COMPLETE ROUTING AND SIZING OF ANY SIGNIFICANT REVISIONS TO THE SYSTEMS SHOWN.
- E. WORKMANSHIP: INSTALLATION OF ALL WORK SHALL BE MADE SO THAT ITS SEVERAL COMPONENT PARTS SHALL FUNCTION AS A WORKABLE SYSTEM COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION, ALL MATERIAL AND FOUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS AND/OR INSTALLATION DRAWINGS AND IN ACCORDANCE WITH NECA STANDARDS. MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM WITH APPLICABLE INDUSTRY STANDARDS, NEMA STANDARDS AND UNDERWRITERS LABORATORIES STANDARDS WHERE APPLICABLE
- F. SUBMITTALS: PROVIDE MATERIAL AND EQUIPMENT SUBMITTALS CONTAINING A COMPLETE LISTING OF MATERIAL AND FOUIPMENT SHOWN ON THE DRAWINGS. INCLUDE CATALOG NUMBERS, WIRING DIAGRAMS, ROUGH-IN DIMENSIONS AND PERFORMANCE DATA FOR ALL MATERIAL AND EQUIPMENT. SUBMITTALS SHALL BE IN ELECTRONIC .PDF FORMAT, SEPARATE FROM WORK FURNISHED UNDER OTHER DIVISIONS. INDEX AND CLEARLY IDENTIFY ALL MATERIAL AND EQUIPMENT BY ITEM, NAME OR DESIGNATION USED ON THE DRAWINGS, SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE SUBMITTALS ARE NOT CHECKED FOR QUANTITY, DIMENSION, OR FOR PROPER OPERATION. WHERE DEVIATIONS OF A SUBSTITUTE PRODUCT OR SYSTEM PERFORMANCE HAVE NOT BEEN SPECIFICALLY NOTED IN THE SUBMITTAL BY THE CONTRACTOR, PROVISIONS OF A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR
- G. OPERATION AND MAINTENANCE MANUALS: PROVIDE OPERATION AND MAINTENANCE MANUALS FOR TRAINING OF THE OWNER'S PERSONNEL. DESCRIBE THE PROCEDURES NECESSARY TO OPERATE THE SYSTEM INCLUDING START-UP, OPERATION, EMERGENCY OPERATION AND SHUTDOWN. PROVIDE INSTRUCTIONS AND A SCHEDULE OF PREVENTIVE MAINTENANCE IN TABULAR FORM FOR ALL ROUTINE CLEANING, INSPECTION AND LUBRICATION WITH RECOMMENDED LUBRICANTS. PROVIDE INSTRUCTIONS FOR MINOR REPAIR OR ADJUSTMENTS REQUIRED FOR PREVENTIVE MAINTENANCE ROUTINES. PROVIDE MANUFACTURER'S DESCRIPTIVE LITERATURE INCLUDING APPROVED SHOP DRAWINGS COVERING DEVICES USED IN ANY CONTRACTOR-PROVIDED EQUIPMENT OR SYSTEMS WITH ILLUSTRATION, EXPLODED VIEWS, ETC.
- H. WARRANTY: THE CONTRACTOR SHALL GUARANTEE ALL WORK EXECUTED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM BENEFICIAL OCCUPANCY. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE
- I. PERMITS: SECURE AND PAY FOR ALL FEES, PERMITS, ETC. REQUIRED BY LOCAL AND
- J. REFERENCE SYMBOLS: THE ELECTRICAL "LEGEND" ON THE DRAWINGS IS A STANDARDIZED VERSION, AND ALL SYMBOLS SHOWN MAY NOT BE USED. USE THE "LEGEND" AS A REFERENCE FOR THE SYMBOLS USED ON THE DRAWINGS.

## 26 05 05 - SELECTIVE DEMOLITION FOR ELECTRICAL

- A. DEMOLITION DRAWINGS ARE BASED ON EXISTING SURVEY. REPORT DISCREPANCIES TO ENGINEER BEFORE DISTURBING THE EXISTING INSTALLATION. DISABLE SYSTEMS ONLY TO MAKE SWITCHOVERS AND CONNECTIONS
- B. OBTAIN PERMISSION FROM OWNER AT LEAST 24 HOURS BEFORE PARTIALLY OR COMPLETELY DISABLING SYSTEM. MINIMIZE OUTAGE DURATION AND MAKE TEMPORARY CONNECTIONS TO MAINTAIN SERVICE IN AREAS ADJACENT TO WORK AREA. WHEN WORK MUST BE PERFORMED ON ENERGIZED EQUIPMENT OR CIRCUITS, USE PERSONNEL EXPERIENCED IN SUCH OPERATIONS
- C. REMOVE, RELOCATE AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE NEW CONSTRUCTION. REMOVE ABANDONED WIRING TO SOURCE OF SUPPLY. REMOVE EXPOSED ABANDONED CONDUIT. WHERE ABANDONED CONDUIT ENTERS EXISTING SURFACES TO REMAIN, CUT CONDUIT A MINIMUM OF 2" BELOW GRADE, AND PATCH
- D. DISCONNECT AND REMOVE ABANDONED LUMINAIRES. REMOVE BRACKETS, STEMS, POLES AND OTHER ACCESSORIES. REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK. MAINTAIN ACCESS TO EXISTING ELECTRICAL INSTALLATIONS WHICH REMAIN ACTIVE.

#### 26 05 19 - WIRE AND CABLE

A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

#### B. MATERIALS:

ALL CONDUCTORS SHALL BE COPPER WITH TYPE XHHW INSULATION. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE 12 AWG.

#### C. INSTALLATION:

- COLOR CODE WIRES BY LINE OR PHASE, MATCH EXISTING COLOR SCHEME.
- DO NOT SHARE NEUTRAL CONDUCTORS. PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR EACH BRANCH CIRCUIT THAT REQUIRES A NEUTRAL.
- USE PROPERLY SIZED INSULATED SPRING WIRE CONNECTORS WITH PLASTIC CAPS FOR ALL CONDUCTORS #8 AWG AND SMALLER. TERMINATE #6 AWG AND LARGER CONDUCTORS WITH CRIMP OR COMPRESSION TYPE CONNECTORS INSTALLED WITH TOOL RECOMMENDED BY CONNECTION MANUFACTURER AND INSULATE WITH PROPERLY SIZED 600 VOLT RATED HEAT SHRINK TUBING.
- PROVIDE A SEPARATE, INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL NEW BRANCH CIRCUITS AND FEEDERS. TERMINATE EACH END ON A GROUNDING LUG, BUS, OR BUSHING
- INSTALLATION SCHEDULE: BUILDING WIRE IN RACEWAYS AT ALL LOCATIONS UNIFSS OTHERWISE NOTED. PROVIDE XHHW-2 FOR EXTERIOR LOCATIONS.

#### 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

#### B. MATERIALS

- RIGID STFFI CONDUIT: ANSI C80.1. FITTINGS AND CONDUIT BODIES: ANSI/NEMA FB 1: THREADED TYPE WITH INSULATED THROAT BUSHINGS, MATERIAL TO MATCH CONDUIT.
- INTERMEDIATE METAL CONDUIT (IMC): GALVANIZED STEEL. FITTINGS AND CONDUIT BODIES: ANSI/NEMA FB 1; USE FITTINGS AND CONDUIT BODIES SPECIFIED ABOVE FOR RIGID STEEL CONDUIT.
- RIGID NONMETALLIC CONDUIT: NEMA TC 2; SCHEDULE 40 OR 80 PVC, RATED FOR 90° C CABLE.
- FIBERGLASS CONCRETE COMPOSITE TYPE 1A HANDHOLES: DIE-MOLDED GLASS-FIBER CONCRETE COMPOSITE HAND HOLES WITH PRE-CUT 6 X 6 INCH CABLE ENTRANCE AT CENTER BOTTOM OF EACH SIDE, GLASS-FIBER CONCRETE COMPOSITE, WEATHERPROOF COVER WITH NON-SKID FINISH. LABEL "LIGHTING"

- INSTALL CONDUIT FOR ALL SYSTEMS UNLESS OTHERWISE NOTED. 1 INCH MINIMUM SIZE, IN SLAB ABOVE GRADE, AND EXPOSED OUTDOOR LOCATIONS. SHALL BE RIGID STEEL CONDUIT OR INTERMEDIATE METAL CONDUIT. BELOW SLAB MAY BE NON-METALLIC PVC CONDUIT (UTILIZE SCHEDULE 80 UNDER ROADWAYS, SCHEDULE 40 MAY BE USED ELSEWHERE).
- PROVIDE OUTLET BOXES AS SHOWN ON THE DRAWINGS, AND AS REQUIRED FOR SPLICES, TAPS, WIRE PULLING, EQUIPMENT CONNECTIONS, DEVICE INSTALLATION AND CODE COMPLIANCE.

#### 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION. R MATERIALS

- 1. WIRE AND CABLE MARKERS: CLOTH MARKERS, SPLIT SLEEVE OR TUBING TYPE. C. INSTALLATION:
  - WIRE IDENTIFICATION: PROVIDE WIRE MARKERS ON EACH CONDUCTOR IN PULL BOXES, AND JUNCTION BOXES, AND AT LOAD CONNECTION. MARKERS SHALL BE

#### 26 50 00 - LIGHTING FIXTURES

#### A. SUBMITTALS: SUBMIT PRODUCT DATA FOR APPROVAL.

LOCATED WITHIN ONE INCH OF EACH CABLE END.

#### B. MATERIALS:

- LUMINAIRES: PROVIDE AND INSTALL ALL LIGHTING EQUIPMENT OR APPROVED EQUAL AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE "FIXTURE SCHEDULE". PROVIDE LIGHTING EQUIPMENT COMPLETE, WIRED, ASSEMBLED, WITH PROPER FLANGES, MOUNTING SUPPORTS, HARDWARE, ETC.
- 2. LED DRIVERS: PROVIDE UL LISTED POWER SUPPLY AS RECOMMENDED BY THE LED FIXTURE MANUFACTURER FOR OPERATION OF THE SPECIFIED LED LAMPS. POWER SUPPLY SHALL BE INTEGRAL TO THE LUMINAIRE UNLESS OTHERWISE NOTED ON THE PLANS. POWER SUPPLY SHALL OPERATE AT THE SUPPLY VOLTAGE INDICATED ON THE PLANS AND SHALL BE LISTED FOR STARTING AND OPERATING THE LAMPS AT -20F WHERE INSTALLED OUTDOORS
- LED LAMPS: UNLESS OTHERWISE SCHEDULED ON THE PLANS, PROVIDE NOMINAL 4000 K, WITH MINIMUM 75CRI AND A MINIMUM L70 LAMP LIFE OF 50,000 HOURS.

## LIGHT POLES: AS SCHEDULED ON PLANS

#### C. INSTALLATION:

LUMINAIRE POLE BASES: SIZE AND CONSTRUCTED AS INDICATED ON DRAWINGS. PROJECT ANCHOR BOLTS 2 INCHES MINIMUM ABOVE BASE. INSTALL POLES ON BASES PLUMB; PROVIDE DOUBLE NUTS FOR ADJUSTMENT AND POLE BASE COVERS. AFTER ADJUSTING OF POLE TO BE VERTICAL, PACK GROUT UNDER POLE BASE TO PROVIDE FULL CONTACT WITH THE FOUNDATION

REVISIONS

No Description Date



670 West Fireweed Lane, Suite 200 Anchorage, AK 99503 (907)276-0521 Corporate No.: AECC542





3330 C St, Suite 200, Anchorage, Ak 99503

T: 907.562.6076 | F: 907.562.6635

VALDEZ SENIOR **HOUSING** 

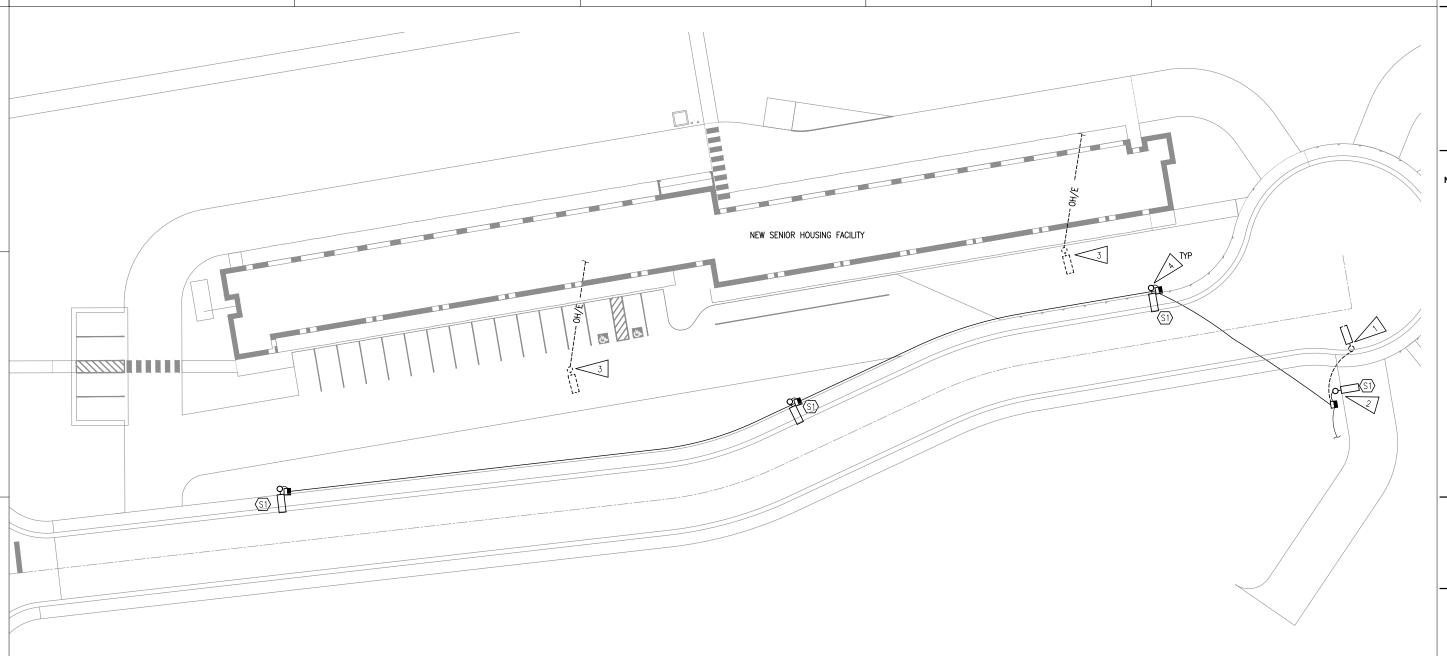
VALDEZ, AK

RSA Project No.

BID DOCUMENTS

**ELECTRICAL SPECIFICATIONS** 

IE0.02



SITE LIGHTING PLAN 1" = 20'-0"

## **GENERAL NOTES**

- A. SEE 1/E0.1 FOR POLEBASE DETAIL.
- B. COORDINATE WITH LOCAL UTILITY TO DISCONNECT POWER TO STREET LIGHTS WHICH ARE BEING REMOVED.
- C. SEE 2/E0.1 FOR TYPE 1A JUNCTION BOX DETAIL.
- D. SEE 3/E0.1 FOR CONDUIT TRENCHING DETAIL.
- E. SITE LIGHTING CIRCUITS SHALL BE 1"C, 2#6, 1#10G

## SHEET NOTES

- DEMOLISH EXISTING LIGHT POLE AND LUMINAIRE AT THE HOSPITAL DOCK DRIVEWAY.
- INTERCEPT EXISTING BURIED CONDUIT/CONDUCTOR WHICH FED LIGHT POLE WHICH IS BEING REMOVED. SPLICE CIRCUIT IN TYPE 1A JUNCTION BOX. FIELD LOCATE EXACT LOCATION.
- 3. DEMOLISH STREET LIGHTING POLE AND LUMINAIRE. DEMOLISH OVERHEAD CONDUCTORS BACK TO SOURCE. SEE GENERAL NOTE 'B' THIS SHEET.
- 4. PROVIDE NEW LIGHT POLE, FIXTURE(S), AND TYPE 1A JUNCTION BOX AS SHOWN. EXTEND AND CONNECT TO EXISTING HOSPITAL EXTERIOR LIGHTING CIRCUIT AND CONTROLS.

REVISIONS No Description Date

RSA Mechanical and Electrical Consulting Engineers

670 West Fireweed Lane, Suite 200 Anchorage, AK 99503 (907)276-0521 Corporate No.: AECC542



• • • ARCHITECTS

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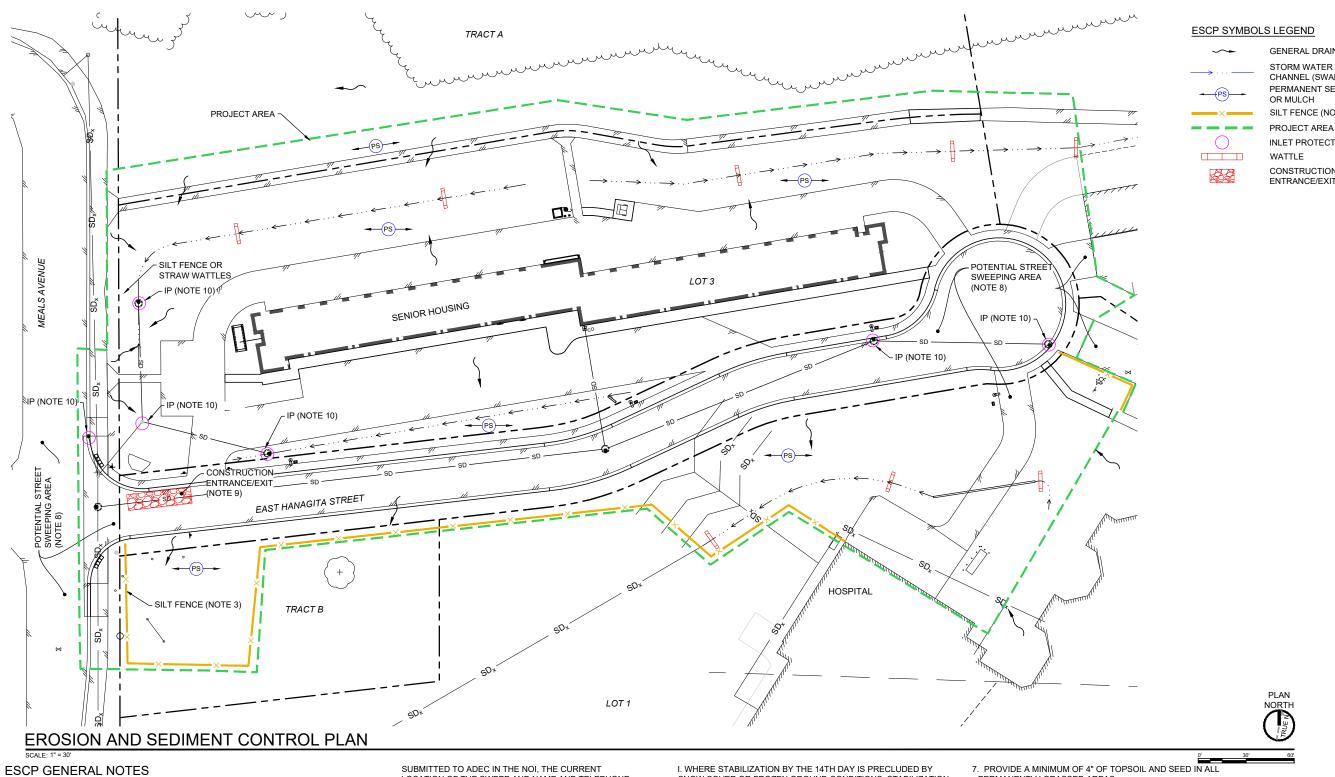
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ELECTRICAL SITE PLAN

IE1.01



- 1. OPERATORS MUST COMPLY WITH REQUIREMENTS IN THE SWPPP, AND WITH THIS PLAN.
- 2. A SIGN OR OTHER NOTICE MUST BE POSTED CONSPICUOUSLY NEAR THE MAIN ENTRANCE OF THE CONSTRUCTION SITE. THE SIGN OR OTHER NOTICE MUST CONTAIN THE FOLLOWING INFORMATION:
  - A COPY OF THE COMPLETED NOI (AND NOI MODIFICATION) AS SUBMITTED TO ADEC, AND
  - THE LOCATION OF THE SWPPP AND THE NAME AND TELEPHONE NUMBER OF THE CONTACT PERSON FOR SCHEDULING SWPPP VIEWING TIMES. IF THE LOCATION OF THE SWPPP OR NAME AND TELEPHONE NUMBER OF THE CONTACT PERSON FOR SCHEDULING SWPPP VIEWING TIMES HAS CHANGED FROM WHAT WAS
- LOCATION OF THE SWPPP AND NAME AND TELEPHONE NUMBER OF A CONTACT PERSON FOR SCHEDULING
- 3. PROVIDE SILT FENCE, STRAW WATTLES, OR BERM ADJACENT TO DISTURBED AREAS WHERE STORM WATER HAS THE POTENTIAL TO
- 4. THE SILT FENCE MUST BE CONSTRUCTED PRIOR TO ANY LAND DISTURBING ACTIVITIES TAKING PLACE.
- 5. EXCEPT AS PROVIDED BELOW, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
- SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
- II. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF
- 6. EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THE SWPPP MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. IF SITE REQUIRED INSPECTIONS IDENTIFY BMP'S THAT ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE TO MAINTAIN THE CONTINUED EFFECTIVENESS OF STORM WATER CONTROLS.
- PERMANENTLY GRASSED AREAS.
- 8. PROVIDE A STREET SWEEPER TO REMOVE SEDIMENT ASSOCIATED WITH THIS PROJECT DEPOSITED ON ADJACENT ROADWAYS. THE CONTRACTOR AT HIS/HER OPTION MAY PROVIDE A STABILIZED CONSTRUCTION ENTRANCE IN LIEU OF A FULL TIME STAND-BY STREET SWEEPER, BUT WILL STILL BE REQUIRED TO REGULARLY SWEEP UP TRUCK SPILLAGE AND TRACKING.
- 9. PROVIDE A STABILIZED CONSTRUCTION EXIT. GRAVEL MUST BE 6" TO 8" DIAMETER ROCK AND INSTALLED SO THAT A BUMPY AND ROUGH SURFACE IS PROVIDED. PROVIDE A SEPARATION GEOTEXTILE BETWEEN THE GRAVEL AND NATIVE MATERIAL. RUMBLE STRIPS OR OTHER ACCEPTABLE METHODS TO PREVENT TRACKING OF MATERIAL

10. PROVIDE INLET PROTECTION FOR ADJACENT INLETS THAT MAY BE SUBJECT TO SITE SEDIMENT RUNOFF

GENERAL DRAINAGE PATTERN

STORM WATER CONVEYANCE CHANNEL (SWALE) PERMANENT SEEDING

OR MULCH SILT FENCE (NOTE 3)

INLET PROTECTION

CONSTRUCTION ENTRANCE/EXIT

REVISIONS No Description Date

ENTERPRISE

ENGINEERING. IN 2525 GAMBELL STREET SUITE 200 ANCHORAGE, AK 99503 907-563-3835 LICENSE#AECC651



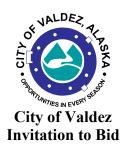
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VALDEZ SENIOR HOUSING

VALDEZ, AK

BID DOCUMENTS 05/10/2022



Date: May 16, 2022

Project: East Hanagita Roadway and Utility Improvements CM/GC – Subcontractor RFP Project Number: 21-310-9165/ Contract Number: 1928

Under direction of the City of Valdez' General Contractor Orion Construction Inc., this project includes, but is not necessarily limited to:

Reconstruction of East Hanagita Street. The Scope of work includes excavation, utility installation, backfill, and paving to reconstruct roadway. Utility installation includes sewer and water which will be tied into the adjacent Senior Housing project. Construct new curb, gutter, sidewalk, and extend storm drain system into new roadway. Grading and drainage improvements at hospital delivery entrance and at the Senior Housing project site. Install signs, traffic markings, and new lighting on roadway.

Partial funding of this project is from a Community Development Block Grant (CDBG). The contractor/subcontractor must comply with several laws, regulations, and requirements pertaining to this CDBG project. These laws make it unlawful to discriminate in employment, places of public accommodation, sale or rental of real property, and financing and credit practices, by the State or its political subdivisions because of race, religion, color, national origin, sex, handicap status, age, or martial/family status. A summary of these laws can be found in the *Civil Rights and Fair Housing Handbook* from the State of Alaska's Department of Commerce, Community, and Economic Development.

This project is subject to grant approval and funding availability. Project may be canceled at any time.

Under Section 3 of the housing and Urban Development Act of 1968 the City of Valdez and its Contractors will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons and to eligible businesses.

For more information on the laws, regulations, and requirements of the CDBG grant see attached *Civil Rights and Fair Housing Handbook*; and *Section 3 Plan Packet for CDBG*.

You can also find more information from the State of Alaska's website at https://www.commerce.alaska.gov/web/dcra/GrantsSection/CommunityDevelopmentBlockGrant s.aspx



## Engineers Estimate for construction under \$ 1,000,000

The subcontractor must submit a bid proposal with scope of work, total cost, and inclusions and exclusions.

Attached are the 95% drawings for bidding and the engineers bid quantities to assist in the bidding process.

Sealed bids will be accepted electronically until 9:00am local time on June 1, 2022, at <a href="https://www.bidexpress.com">www.bidexpress.com</a>. The bids will be publicly opened at that time. All questions must be submitted at <a href="https://www.bidexpress.com">www.bidexpress.com</a> by May 26, 2022 at 4:00pm. All questions will be answered on Bid Express.

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 May 25, 2022 at 2:00pm.

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 <a href="www.bidexpress.com">www.bidexpress.com</a> 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.

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