

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: New Municipal Well #5  
Project Number: 21-310-2538  
Contract Number: 1823  
Cost Code: 310-2538-58000  
Issued for Construction  
Date: September 27, 2021



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

Project Manager:  
Scott Benda

Construction Plan Set Completed By:  
**Day Engineering**  
**PO Box 651**  
**Eureka, Nevada 89316**



**City of Valdez  
Contract Documents**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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**City of Valdez  
Invitation to Bid**

**Date: September 27, 2021**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

This project includes, but is not necessarily limited to: Drill a new 12” diameter municipal production well at the corner of Whalen and Pioneer. The contractor has the option to drill a new 16” diameter municipal production well at the same location.

Engineers Estimate for construction under \$280,000 for a 12” well and under \$390,000 for a 16” well.

Sealed bids will be accepted electronically until 2:00 pm local time on October 26, 2021, at [www.bidexpress.com](http://www.bidexpress.com). The bids will be publicly opened at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on October 12, 2021 at 2:00 pm.

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

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

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

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

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

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

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



**City of Valdez  
Instructions to Bidders**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

**CAUTION:**

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

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

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

## **1. General**

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

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

## **2. Explanation to Bidders**

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



### 3. Site Conditions

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

### 4. Addenda Requirements

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

### 5. Submissions of Bids

**All bids must be submitted electronically through Bid Express at [www.bidexpress.com](http://www.bidexpress.com). Hard copy or paper submissions will not be accepted.**

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

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

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

### 6. Preparation of Bids

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

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

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



## **7. Required Documents for Bid**

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

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

## **8. Required Documents for Award of the Contract**

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

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

## **9. Bonding Requirements**

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

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

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

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

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one



who has received the notice of intent to award may request the return of their cash, check or bid bonds.

#### B. Contract Payment Bond

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

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

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

#### C. Contract Performance Bond

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

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

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

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

### 10. Bidder Qualifications

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

### 11. Withdrawal of Bids

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



## **12. Bidders Interested in More than One Bid**

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

## **13. Rejection of Bids**

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

## **14. Hiring of Local Labor**

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

## **15. Local Bidder Preference**

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

### **Section 2.80.020 Definitions**

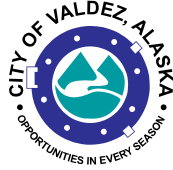
“Local bidder” means a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition for a period of eighteen consecutive months immediately prior to the opening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

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

### **Section 2.80.065H Competitive Bidding**

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





**16. Award of Bid**

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

**17. Pre-Bid Conference**

A non-mandatory Pre-Bid Conference will be held October 12, 2021, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

**18. Pre-Award Conference**

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



**City of Valdez  
Addendum Acknowledgement**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

# Addendum Acknowledgment

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

**Addendum Acknowledgment**  
**Addendum 1 issued October 1, 2021**  
  
**Initials \***  
WW

**Addendum 2 issued October 11, 2021**

**Initials \***

WW

**Addendum 3 issued October 19, 2021**

**Initials \***

WW

**Addendum 4 issued October 22, 2021**

**Initials \***

WW

**Company Name \***

M-W Drilling Inc.

**Authorizing Name \***

Wayne Westberg

**Date \***

10/25/2021

**Title \***

President

.

**Signature \***

Wayne E Westberg



**City of Valdez**  
**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

**Bid Schedule**  
**Page 1 of 8**

All applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties are included in the prices quoted in this Proposal. **Bidder may bid the 18-inch well or the 16-inch well or both. The City of Valdez may award one of the bids or none.**

**12-INCH BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1A	<b><u>Mobilization and Demobilization:</u></b> Mobilization to the site and demobilization from the site, including clean up.	All Req'd	Lump Sum	N/A	
2A	<b><u>Demolition, Clear and Grub:</u></b> Furnish all labor, equipment, materials and services to remove existing rocks, trees and brush from the proposed wetlands area and other work to complete site preparation for rig set-up in accordance with the plans and specifications.	All Req'd	Lump Sum	N/A	
3A	<b><u>18-Inch Borehole:</u></b> Furnish all labor, equipment, materials and services to drill a borehole and other work to complete the drilling in accordance with the plans and specifications.	100	LF	\$ ___ / LF	
4A	<b><u>Lost Circulation:</u></b> Paid labor and equipment for recovery of lost circulation.	8	Hour	\$ ___ / Hour	
5A	<b><u>18-Inch Steel Surface Casing:</u></b> Furnish all labor, equipment and services to install mild steel surface casing and other work to complete the installation in accordance with the plans and specifications.	20	LF	\$ ___ / LF	



**City of Valdez**  
**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

**Bid Schedule**  
**Page 2 of 8**

**12-INCH BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
6A	<b><u>Stand-by Rig/Crew:</u></b> Paid labor and equipment for stand-by time required at the site based on drilling conditions or requested by the Owner. Contingent Sum.	8	Hour	\$ ____ / hour	
7A	<b><u>12-Inch Well Screen:</u></b> Furnish all labor, equipment, materials and services to install stainless steel well screen including bullnose at end of well screen and other work to complete the installation in accordance with plans and specifications.	45	LF	\$ ____ / LF	
8A	<b><u>12-Inch Blank Well Casing:</u></b> Furnish all labor, equipment, materials and services to install stainless steel blank casing and other work to complete the installation in accordance with the plans and specifications.	40	LF	\$ ____ / LF	
9A	<b><u>Sounding Line:</u></b> Furnish all labor, equipment, materials and services to install two stainless steel sounding lines with threaded caps and other work to complete the installation in accordance with the plans and specifications.	120	LF	\$ ____ / LF	
10A	<b><u>Gravel Pack:</u></b> Furnish all labor, equipment and services to install 3'8" minus Type B gravel pack in the annulus between the well screen and borehole and all other work to complete the installation in accordance with the plans and specifications.	4	CY	\$ ____ / CY	



**City of Valdez**  
**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

**Bid Schedule**  
**Page 3 of 8**

**12-INCH BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11A	<b><u>Sanitary Surface Seal:</u></b> Furnish all labor, equipment, materials and services to install cement surface seal in the annulus between the blank well casing and borehole and other work to complete the installation in accordance with the plans and specifications.	4	CY	\$ _____ / CY	
12A	<b><u>Locking Cap:</u></b> Furnish all labor, equipment, materials and services to install a lockable cap on top of a new well casing above ground surface and other work to complete the installation in accordance with the plans and specifications.		Each	\$ _____ / Each	
13A	<b><u>Well Development Minimum:</u></b> Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 48 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications.	48	Hour	\$ _____ / Hour	
14A	<b><u>Well Development Extra:</u></b> Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 72 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications. Contingent Sum.	72	Hour	\$ _____ / Hour	
15A	<b><u>Step Discharge Test:</u></b> Furnish all labor, equipment, materials and services to perform step discharge of continual pumping at each step as directed by the Engineer including setting and pulling test pump, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	12	Hour	\$ _____ / Hour	



**City of Valdez**  
**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

**Bid Schedule**  
**Page 4 of 8**

**12-INCH BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
16A	<b><u>Constant Discharge Test:</u></b> Furnish all labor, equipment, materials and services to perform constant discharge test of continual pumping including setting and pulling test, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	48	Hour	\$ _____ / Hour	
17A	<b><u>Plumbness and Alignment Test:</u></b> Furnish all labor, equipment, materials and services to perform a well plumbness and alignment test per AWWA guidelines and other work in accordance with the plans and specifications.	1	Each	\$ _____ / Each	
18A	<b><u>Well Video:</u></b> Furnish all labor, equipment, materials and services to perform a TV video of the newly constructed well from ground surface to bottom of well with footage counter and rotating camera head, including thumb drive of video provided to Owner and other work in accordance with the plans and specifications.	1	Each	\$ _____ / Each	

Total 12-INCH Well Bid Amount:

Dollars \_\_\_\_\_ Cents \_\_\_\_\_

(\$ \_\_\_\_\_ )



**City of Valdez**  
**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

**Bid Schedule**  
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**16-INCH BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1B	<b><u>Mobilization and Demobilization:</u></b> Mobilization to the site and demobilization from the site, including clean up.	All Req'd	Lump Sum	N/A	
2B	<b><u>Demolition, Clear and Grub:</u></b> Furnish all labor, equipment, materials and services to remove existing rocks, trees and brush from the proposed wetlands area and other work to complete site preparation for rig set-up in accordance with the plans and specifications.	All Req'd	Lump Sum	N/A	
3B	<b><u>24-Inch Borehole:</u></b> Furnish all labor, equipment, materials and services to drill a borehole and other work to complete the drilling in accordance with the plans and specifications.	100	LF	\$ _____ / LF	
4B	<b><u>Lost Circulation:</u></b> Paid labor and equipment for recovery of lost circulation.	8	Hour	\$ _____ / Hour	
5B	<b><u>24-Inch Steel Surface Casing:</u></b> Furnish all labor, equipment and services to install mild steel surface casing and other work to complete the installation in accordance with the plans and specifications.	20	LF	\$ _____ / LF	
6B	<b><u>Stand-by Rig Crew:</u></b> Paid labor and equipment for stand-by time required at the site based on drilling conditions or requested by the Owner. Contingent Sum.	8	Hour	\$ _____ / Hour	
7B	<b><u>16-Inch Well Screen:</u></b> Furnish all labor, equipment, materials and services to install stainless steel well screen including bullnose at end of well screen and other work to complete the installation in accordance with plans and specifications.	45	LF	\$ _____ / LF	
8B	<b><u>16-Inch Blank Well Casing:</u></b> Furnish all labor, equipment, materials and services to install stainless steel blank casing and other work to complete the installation in accordance with the plans and specifications.	40	LF	\$ _____ / LF	





**City of Valdez**  
**Project: New Municipal Well #5**  
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**Bid Schedule**  
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**16-INCH BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
9B	<b><u>Sound Line:</u></b> Furnish all labor, equipment, materials and services to install two stainless steel sounding lines with threaded caps and other work to complete the installation in accordance with the plans and specifications.	120	LF	\$ _____ / LF	
10B	<b><u>Gravel Pack:</u></b> Furnish all labor, equipment and services to install 3/8" minus Type B gravel pack in the annulus between the well screen and borehole and all other work to complete the installation in accordance with the plans and specifications.	4	CY	\$ _____ / CY	
11B	<b><u>Sanitary Surface Seal:</u></b> Furnish all labor, equipment, materials and services to install cement surface seal in the annulus between the blank well casing and borehole and other work to complete the installation in accordance with the plans and specifications.	4	CY	\$ _____ / CY	
12B	<b><u>Locking Cap:</u></b> Furnish all labor, equipment, materials and services to install a lockable cap on top of a new well casing above ground surface and other work to complete the installation in accordance with the plans and specifications.	1	Each	\$ _____ / Each	
13B	<b><u>Well Development Minimum:</u></b> Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 48 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications.	48	Hour	\$ _____ / Hour	
14B	<b><u>Well Development Extra:</u></b> Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 72 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications. Contingent Sum.	72	Hour	\$ _____ / Hour	



**City of Valdez**  
**Project: New Municipal Well #5**  
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**Bid Schedule**  
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**16-INCH BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
15B	<b><u>Step Discharge Test:</u></b> Furnish all labor, equipment, materials and services to perform step discharge of continual pumping at each step as directed by the Engineer including setting and pulling test pump, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	12	Hour	\$ _____ / Hour	
16B	<b><u>Constant Discharge Test:</u></b> Furnish all labor, equipment, materials and services to perform constant discharge test of continual pumping including setting and pulling test, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	48	Hour	\$ _____ / Hour	
17B	<b><u>Plumbness and Alignment Test:</u></b> Furnish all labor, equipment, materials and services to perform a well plumbness and alignment test per AWWA guidelines and other work in accordance with the plans and specifications.	1	Each	\$ _____ / Each	
18B	<b><u>Well Video:</u></b> Furnish all labor, equipment, materials and services to perform a TV video of the newly constructed well from ground surface to bottom of well with footage counter and rotating camera head, including thumb drive of video provided to Owner and other work in accordance with the plans and specifications.	1	Each	\$ _____ / Each	

Total 16-INCH Well Bid Amount:

Dollars \_\_\_\_\_ Cents \_\_\_\_\_

(\$ \_\_\_\_\_)

# Bid Schedule 12" Well - Pages 1-4 of 8

\$306,508.00

Item No.	Item Description	Quantity	Unit	Optional	Unit Price	Extension
1A	Mobilization and Demobilization: Mobilization to the site and demobilization from the site, including clean up.	1.0000	LS	Yes	\$68,348.00	\$68,348.00
2A	Demolition, Clear and Grub: Furnish all labor, equipment, materials and services to remove existing rocks, trees and brush from the proposed wetlands area and other work to complete site preparation for rig set-up in accordance with the plans and specifications.	1.0000	LS	Yes	\$1,500.00	\$1,500.00
3A	18-inch Borehole: Furnish all labor, equipment, materials and services to drill a borehole and other work to complete the drilling in accordance with the plans and specifications.	100.0000	LF	Yes	\$539.00	\$53,900.00
4A	Lost Circulation: Paid labor and equipment for recovery of lost circulation.	8.0000	Hour	Yes	\$0.00	\$0.00
5A	18-Inch Steel Surface Casing: Furnish all labor, equipment and services to install mild steel surface casing and other work to complete the installation in accordance with the plans and specifications.	20.0000	LF	Yes	\$0.00	\$0.00
6A	Stand-by Rig/Crew: Paid labor and equipment for stand-by time required at the site based on drilling conditions or requested by the Owner. Contingent Sum.	8.0000	Hour	Yes	\$535.00	\$4,280.00
7A	12-Inch Well Screen: Furnish all labor, equipment, materials and services to install stainless steel well screen including bullnose at end of well screen and other work to complete the installation in accordance with plans and specifications.	34.0000	LF	Yes	\$285.00	\$9,690.00
8A	12-Inch Blank Well Casing: Furnish all labor, equipment, materials and services to install stainless steel blank casing and other work to complete the installation in accordance with the plans and specifications.	40.0000	LF	Yes	\$503.00	\$20,120.00
9A	Sounding Line: Furnish all labor, equipment, materials and services to install two stainless steel sounding lines with threaded caps and other work to complete the installation in accordance with the plans and specifications.	120.0000	LF	Yes	\$31.00	\$3,720.00
10A	Gravel Pack: Furnish all labor, equipment and services to install 3/8" minus Type B gravel pack in the annulus	4.0000	CY	Yes	\$1,738.00	\$6,952.00
						<b>Total: \$306,508.00</b>

Item No.	Item Description	Quantity	Unit	Optional	Unit Price	Extension
	between the well screen and borehole and all other work to complete the installation in accordance with the plans and specifications.					
11A	Sanitary Surface Seal: Furnish all labor, equipment, materials and services to install cement surface seal in the annulus between the blank well casing and borehole and other work to complete the installation in accordance with the plans and specifications.	4.0000	CY	Yes	\$1,250.00	\$5,000.00
12A	Locking Cap: Furnish all labor, equipment, materials and services to install a lockable cap on top of a new well casing above ground surface and other work to complete the installation in accordance with the plans and specifications.	1.0000	EA	Yes	\$800.00	\$800.00
13A	Well Development Minimum: Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 48 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications.	48.0000	Hour	Yes	\$625.00	\$30,000.00
14A	Well Development Extra: Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 72 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications. Contingent Sum.	72.0000	Hour	Yes	\$625.00	\$45,000.00
15A	Step Discharge Test: Furnish all labor, equipment, materials and services to perform step discharge of continual pumping at each step as directed by the Engineer including setting and pulling test pump, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	12.0000	Hour	Yes	\$1,487.00	\$17,844.00
16A	Constant Discharge Test: Furnish all labor, equipment, materials and services to perform constant discharge test of continual pumping including setting and pulling test, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	48.0000	Hour	Yes	\$648.00	\$31,104.00
17A	Plumbness and Alignment Test: Furnish all labor, equipment, materials and services to perform a well plumbness and alignment test per AWWA guidelines and other work in accordance with the plans and	1.0000	EA	Yes	\$3,750.00	\$3,750.00
						<b>Total: \$306,508.00</b>

Item No.	Item Description	Quantity	Unit	Optional	Unit Price	Extension
	specifications.					
18A	Well Video: Furnish all labor, equipment, materials and services to perform a TV video of the newly constructed well from ground surface to bottom of well with footage counter and rotating camera head, including thumb drive of video provided to Owner and other work in accordance with the plans and specifications.	1.0000	EA	Yes	\$4,500.00	\$4,500.00
						<b>Total: \$306,508.00</b>

## Bid Schedule 16" Well - Pages 5-7 of 8

Item Code	Description	Quantity	Units	Optional	Unit Price	Extension
1B	Mobilization and Demobilization: Mobilization to the site and demobilization from the site, including clean up.	1.0000	LS	Yes	No bid	
2B	Demolition, Clear and Grub: Furnish all labor, equipment, materials and services to remove existing rocks, trees and brush from the proposed wetlands area and other work to complete site preparation for rig set-up in accordance with the plans and specifications.	1.0000	LS	Yes	No bid	
3B	24-Inch Borehole: Furnish all labor, equipment, materials and services to drill a borehole and other work to complete the drilling in accordance with the plans and specifications.	100.0000	LF	Yes	No bid	
4B	Lost Circulation: Paid labor and equipment for recovery of lost circulation.	8.0000	Hour	Yes	No bid	
5B	24-Inch Steel Surface Casing: Furnish all labor, equipment and services to install mild steel surface casing and other work to complete the installation in accordance with the plans and specifications.	20.0000	LF	Yes	No bid	
6B	Stand-by Rig/Crew: Paid labor and equipment for stand-by time required at the site based on drilling conditions or requested by the Owner. Contingent Sum.	8.0000	Hour	Yes	No bid	
7B	16-Inch Well Screen: Furnish all labor, equipment, materials and services to install stainless steel well screen including bullnose at end of well screen and other work to complete the installation in accordance with plans and specifications.	45.0000	LF	Yes	No bid	
8B	16-Inch Blank Well Casing: Furnish all labor, equipment, materials and services to install stainless steel blank casing and other work to complete the installation in accordance with the plans and specifications.	40.0000	LF	Yes	No bid	
9B	Sound Line: Furnish all labor, equipment, materials and services to install two stainless steel sounding lines with threaded caps and other work to complete the installation in accordance with the plans and specifications.	120.0000	LF	Yes	No bid	
10B	Gravel Pack: Furnish all labor, equipment and services to install 3/8" minus Type B gravel pack in the annulus between the well screen and borehole and all other work to complete the installation in accordance with the plans and specifications.	4.0000	CY	Yes	No bid	
11B	Sanitary Surface Seal: Furnish all labor, equipment, materials and services to install cement surface seal in the annulus	4.0000	CY	Yes	No bid	
						<b>Total:</b>

Item Code	Description	Quantity	Units	Optional	Unit Price	Extension
	between the blank well casing and borehole and other work to complete the installation in accordance with the plans and specifications.					
12B	Locking Cap: Furnish all labor, equipment, materials and services to install a lockable cap on top of a new well casing above ground surface and other work to complete the installation in accordance with the plans and specifications.	1.0000	EA	Yes	No bid	
13B	Well Development Minimum: Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 48 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications.	48.0000	Hour	Yes	No bid	
14B	Well Development Extra: Furnish all labor, equipment, materials and services to develop new well with surging and pumping for 72 hours including management of discharge water and other work to complete the installation in accordance with the plans and specifications. Contingent Sum.	72.0000	Hour	Yes	No bid	
15B	Step Discharge Test: Furnish all labor, equipment, materials and services to perform step discharge of continual pumping at each step as directed by the Engineer including setting and pulling test pump, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	12.0000	Hour	Yes	No bid	
16B	Constant Discharge Test: Furnish all labor, equipment, materials and services to perform constant discharge test of continual pumping including setting and pulling test, discharge header with flow meter, well sounder, management of discharge water, drawdown and recovery monitoring and other work to complete the installation in accordance with the plans and specifications.	48.0000	Hour	Yes	No bid	
17B	Plumbness and Alignment Test: Furnish all labor, equipment, materials and services to perform a well plumbness and alignment test per AWWA guidelines and other work in accordance with the plans and specifications.	1.0000	EA	Yes	No bid	
18B	Well Video: Furnish all labor, equipment, materials and services to perform a TV video of the newly constructed well from ground surface to bottom of well with footage counter and rotating camera head, including thumb drive of video provided to Owner and other work in accordance with the plans and specifications.	1.0000	EA	Yes	No bid	
						<b>Total:</b>



**City of Valdez  
Bid Schedule  
Page 8 of 8**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

CORPORATE SEAL

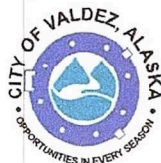
\_\_\_\_\_  
Federal I.D. or S.S.N.

ATTEST:

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

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





**City of Valdez  
Bid Bond**

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

M-W Drilling, Inc.

PO Box 110389

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

Anchorage, AK 99511

as Principal, hereinafter called the Principal, and

SureTec Insurance Company

480 West Tudor Road

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

Anchorage AK 99503

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

City of Valdez

P.O. Box 307

Valdez, Alaska 99686

as Oblige, hereinafter called the Oblige, in the sum of

Five percent of the total amount bid

Dollars (\$ 5% ),

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

Whereas, the Principal has submitted a bid for

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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

Signed and sealed this 26th day or October, 2021

(Witness)

(Witness)

M-W Drilling, Inc.

(Principal)

(Seal)

(Title) Wayne E. Westberg, President

SureTec Insurance Company

(Surety)

(Seal)

(Title) Carol Lowell, Attorney-In-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Ted Baran, Carol Lowell, Amanda Ivey, Annette Troseth

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars (\$50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 17th day of September, A.D. 2019.

SURETEC INSURANCE COMPANY

By: \_\_\_\_\_

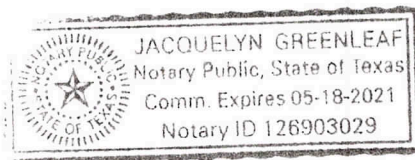
John Knox Jr., CEO

State of Texas  
County of Harris

SS: \_\_\_\_\_



On this 17th day of September, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



\_\_\_\_\_  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of October, 2021, A.D.

\_\_\_\_\_  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 210003  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



License #: CONE1000  
Effective: 12/8/2020  
Expires: 12/31/2022

# State of Alaska

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

## Regulation of Construction Contractors and Home Inspectors

Licensee: **M-W DRILLING INC**

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

Status: **Active**

Doing Business As: **M-W DRILLING INC**

Commissioner: Julie Anderson

### Relationships

No relationships found.

### Designations

No designations found.

M-W DRILLING INC  
PO BOX 110389  
ANCHORAGE, AK 99511-0389

### Wallet Card

<b>State of Alaska</b> Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors		
M-W DRILLING INC		
DBA: M-W DRILLING INC		
As		
General Contractor Without Residential Contractor Endorsement		
License CONE1000	Effective 12/8/2020	Expires 12/31/2022

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**M W DRILLING INC**

PO BOX 110389, ANCHORAGE, AK 99511

owned by

M W DRILLING INC

is licensed by the department to conduct business for the period

December 14, 2020 to December 31, 2022  
for the following line(s) of business:

23 - Construction



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

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

Julie Anderson  
Commissioner



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

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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This agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and M-W Drilling, Inc doing business as a corporation located in Anchorage, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **three hundred six thousand, five hundred eight dollars and zero cents (\$306,508.00).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums within **one hundred and twenty days (120)** calendar days of the Notice to Proceed. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of one thousand dollars (\$1,000.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

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



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

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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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.

**COMPANY NAME**

**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 Dettter, City Manager

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Nathan Duval, Capital Facilities Director

\_\_\_\_\_  
Date

**Approved as to Form:**

Brena, Bell & Walker, P.C.

Attest: \_\_\_\_\_

Corporate Secretary

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

\_\_\_\_\_  
Date



**City of Valdez  
Corporate Acknowledgement**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Name of Officer)

\_\_\_\_\_  
(Title of Officer)

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ Corporation, on behalf of said Corporation.  
(State of Incorporation)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires:\_\_\_\_\_





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

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

Know all men by these presents that:

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

as Principal, hereinafter called Principal, and,

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

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

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

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

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

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

**WHEREAS,**

Principal has by written agreement dated \_\_\_\_\_, 2021, entered into a contract with Owner for

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

in accordance with Drawings and Specifications prepared by

**Day Engineering  
PO Box 651  
Eureka, Nevada 89316**

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



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

**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

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

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

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

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_, day of \_\_\_\_\_, 2021

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

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

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

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

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

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

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

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



**City of Valdez  
Performance Bond**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

**KNOW ALL MEN BY THESE PRESENTS:** that

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

as Principal, hereinafter called Contractor, and,

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

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

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

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$) )

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

**WHEREAS,**

Contractor has by written agreement dated \_\_\_\_\_, 2021, entered into a contract with Owner for

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

in accordance with Drawings and Specifications prepared by

**Day Engineering  
PO Box 651  
Eureka, Nevada 89316**

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



**City of Valdez  
Performance Bond**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_ day of \_\_\_\_\_, 2021

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

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

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

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

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

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

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

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



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

**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

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

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

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_(time) on \_\_\_\_\_day, \_\_\_\_\_, 2022.

CONTRACTOR

CITY OF VALDEZ, OWNER

\_\_\_\_\_  
 (Signature)

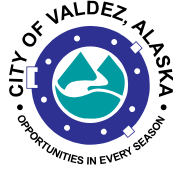
\_\_\_\_\_  
 Capital Facilities Director

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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



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

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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

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

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

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

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

**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

---

COMPANY

SIGNATURE

---

TITLE

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be its \_\_\_\_\_ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this                      day of                      , 2022.

Notary Public in and for Alaska  
My Commission expires:



**City of Valdez  
Special Provisions**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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## **City of Valdez Special Provisions**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

### **SP 01 General Statement**

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

### **SP 02 Scope of Work**

#### **Base Bid**

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to: Furnish and install a 12” or 16” well in accordance with Day Engineering’s attached plans and specifications. The contractor may bid both sizes of well but only one well size will be awarded. The intent of bidding two different sizes of wells is to allow well drillers with different types of equipment to bid the project competitively.

### **SP 03 Time of Completion**

All work shall be completed in accordance with the Contract Documents within 120 calendar days of the date of the written Notice to Proceed.

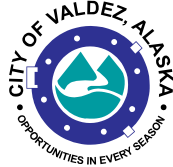
Liquidated damages will be assessed in the sum of one thousand dollars (\$1000.00) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.

### **SP 04 Special Site Conditions**

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

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements



for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

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

The staging area will be located on lot LT 7 Evergreen Vista #1, same location as the well.

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

The Contractor will obtain route approval from the City before discharging water.

#### **SP 05 Hazardous Waste Generation**

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

#### **SP 06 Coordination and Schedule**

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

#### **SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting**

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

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



## **SP 08 Permits**

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

## **SP 09 Order of Award of Alternative Bids**

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

## **SP 10 Payment**

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

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

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

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

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

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



## **SP 12 Construction Specifications**

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawings titled “Whalen/Pioneer New Production Well”. These drawings are by reference included herein.

## **SP 13 Contingent Bid items**

Bid items identified as a contingent sum must be authorized in advance as needed by the Owner. Unused funds from these line items may be used for other unforeseen conditions or returned to the Owner.



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

**Project: New Municipal Well #5**  
**Project Number: 21-310-2538 / Contract Number: 1823**

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 \$1000 and up to 5% of the invoice not to exceed \$10,000.

**Article 7.7    Final Payments**

Add the following:

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



**City of Valdez  
Minimum Prevailing Wage Rates**

**Project: New Municipal Well #5  
Project Number: 21-310-2538 / Contract Number: 1823**

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

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

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

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