City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, April 25, 2017 | **6:00 PM** | **Council Chambers**

Special Meeting & Work Session (City Employee Controlled Substance Policy)

WORK SESSION AGENDA - Immediately Following Special Meeting

Transcribed minutes are not taken for Work Sessions. Audio is available upon request.

1. Controlled Substance/Alcohol Policy

SPECIAL MEETING AGENDA - 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. NEW BUSINESS

1. Approval of Contract Award to Harris Sand & Gravel for Copper Avenue Erosion Protection and Gravel Extraction in the Amount of $1,088,500

2. Approval of Contract Award to Pacific Pile & Marine for Phase 2 of the Valdez New Boat Harbor Project in the Amount of $24,907,321

IV. RESOLUTIONS

1. #17-14 - Amending the 2017 City Budget by Reallocating Previously Appropriated Funds Totaling $1,476,005 among the Flood Mitigation Maintenance Reserve, the Master Planning Reserve and the Capital Facilities Fund, to Reflect Appropriations for Specific Flood Mitigation Projects

V. ADJOURNMENT

City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Agenda Statement

File #:	17-0219 **Version:** 1		
Type:	Work Session Item	**Status:**	Agenda Ready
File created:	4/21/2017	**In control:**	City Council
On agenda:	4/25/2017	**Final action:**	
Title:	Controlled Substance/Alcohol Policy		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	What does Zero Tolerence Mean THE DRUG FREE WORKPLACE ACT Sample Statement Compliant with the Federal Drug Sample City of Valdez Drug Awareness Acknowledgement Sample Last Chance Option		

Date	Ver.	Action By	Action	Result

ITEM TITLE:
Controlled Substance/Alcohol Policy

SUBMITTED BY: Tim James, H.R. Director

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Human Resources' recommendation is to proceed with the development of a Controlled Substance/Alcohol Policy compliant with the 1988 Federal Drug-Free Workplace Act containing a Last Chance Option.

SUMMARY STATEMENT:

The purpose of this work session is to provide clarification to City Council on certain terms and to obtain direction from City Council for the further development of the City of Valdez personnel policy concerning Controlled Substances and Alcohol.

Clarification to Council:

- Zero Tolerance

- 1988 Federal Drug-Free Workplace Act
- Last Chance Option

Direction from Council:

- Compliance with the Drug-Free Workplace Act
- Zero Tolerance Option vs. Last Chance Option

City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Agenda Statement

File #:	17-0220 **Version:** 1		
Type:	New Business	**Status:**	Agenda Ready
File created:	4/21/2017	**In control:**	City Council
On agenda:	4/25/2017	**Final action:**	
Title:	Approval of Contract Award to Harris Sand & Gravel for Copper Avenue Erosion Protection and Gravel Extraction in the Amount of $1,088,500		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Copper Ave Erosion Protection Bid Package Part 1 Aerial photo Copper Ave Erosion Protection and Gravel Extraction - Bid Summary		

Date	Ver.	Action By	Action	Result

ITEM TITLE:

Approval of Contract Award to Harris Sand & Gravel for Copper Avenue Erosion Protection and Gravel Extraction in the Amount of $1,088,500

SUBMITTED BY: Jason Miles, PE, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: $1,088,500
Unencumbered Balance: XXX
Funding Source: XXX

RECOMMENDATION:

Approve a construction contract to Harris Sand & Gravel in the amount of $1,088,500 for the Copper Avenue Erosion Protection and Gravel Extraction project.

SUMMARY STATEMENT:

Project Description: The project will consist of initially clearing a 1,050’ long x 140’ wide stockpile area on City-owned land across the utility easement from Copper Avenue (see attached aerial photo). Once the stockpile area is cleared the contractor will begin excavation of a 1,080’ long x 100’ wide x 5’ deep diversion channel just downstream of the Glacier Stream bridge. Excavated material

will be hauled out of the river bed and stockpiled along Copper Avenue. As part of this work, the contractor will also construct a gravel diversion dike to direct the main flow of water into the new diversion channel to allow for four new dike structures to be built outside of the main water flow. The new dike structures will be constructed downstream of the Glacier Stream bridge but upstream of Copper Avenue and its associated utilities and residences. The four dike structures will be armored with Class 4 size riprap.

Later this year a second dike construction project will be bid and the 20,000 CY of material excavated and hauled from this project will be used to construct the NRCS dike. That project will occur once site control is established.

Construction Schedule: Clearing to begin immediately following award of contract, completion of clearing by May 1 to comply with Migratory Bird Act requirements. Gravel extraction to begin after May 5, the anticipated issue date of the land use permit by DNR. Construction of kicker dikes to begin after May 24. This date represents the end of the public notice and appeal period for the permanent easement to be granted by DNR. The Notice to Proceed for each of these three work tasks will be issued separately.

Liquidated Damages: $1,000/day. Contract requires completion within 30 days of issuance of the Notice to Proceed.

Bidding: Length of bid period was 14 days. HS&G submitted the only bid but two out-of-town contractors visited Valdez to consider bidding the work.

Engineer’s Estimate: $1,398,800

Design Review Stakeholders: Mayor’s Flood Control & Gravel Extraction Task Force

City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Agenda Statement

File #:	17-0221 **Version:** 1		
Type:	New Business	**Status:**	Agenda Ready
File created:	4/21/2017	**In control:**	City Council
On agenda:	4/25/2017	**Final action:**	
Title:	Approval of Contract Award to Pacific Pile & Marine for Phase 2 of the Valdez New Boat Harbor Project in the Amount of $24,907,321		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	New Harbor Development Phase 2 - Construction Contract Bid - Body Inner Harbor Facilities Upland Facilities New Harbor Development Phase 2 - BIDSUMMARY		

Date	Ver.	Action By	Action	Result

ITEM TITLE:

Approval of Contract Award to Pacific Pile & Marine for Phase 2 of the Valdez New Boat Harbor Project in the Amount of $24,907,321

SUBMITTED BY: Jason Miles, PE, Capital Facilities Director

FISCAL NOTES:

Expenditure Required:	$24,907,321
Unencumbered Balance:	$31,373,573
Funding Source:	310-6450-49545 (grant) 310-6450-58000

RECOMMENDATION:

Approve a construction contract to Pacific Pile & Marine in the amount of $24,907,321 for Phase 2 of the Valdez New Boat Harbor project.

SUMMARY STATEMENT:

Project Description: Phase 2 entails construction of the upland facilities to include restrooms, the Harbormaster warehouse, a state-of-the-art bilge water treatment facility, and site paving. Phase 2

also entails construction of the inner harbor facilities to include the floating docks, gangways, drive down ramp and float, in-water rock removal, and a sediment berm. This work coincides with completion of the Corps of Engineers portion of the new harbor development which includes the basin dredging and breakwater construction. Select plan sheets are attached to provide a graphic understanding of the work included with Phase 2.

Construction Schedule: Project to start upon award of the contract. Completion Milestone Dates, as required by contract:

1. Uplands Facilities (Schedule A) shall be substantially complete, including completion of as-built survey no later than 9/30/2018.

2. Uplands Facilities (Schedule A) shall be complete, including completion of punch list items and submittal of associated survey and close out documents (Final Acceptance) on or before 11/1/2018.

3. All in-water work shall be complete and gangways and moorage floats installed an available for vessel moorage and pedestrian access (not including utilities service) on or before 5/1/2019.

4. Inner Harbor Facilities (Schedule B) shall be substantially complete, including installation of utilities on or before 7/15/2019.

5. Inner Harbor Facilities (Schedule B) shall be complete, including completion of punch list items and submittal of all close out documents (Final Acceptance) on or before 9/15/2019.

6. All requirements for this contract including, final submittal of all closeout documents (as-built surveys, O&M manuals, warranties, etc.) must be completed no later than October 1, 2019 (Contract Completion).

Based on an initial discussion with Pacific Pile & Marine, they anticipate completion of the project in September/October 2018.

Liquidated Damages: $2,500/day for any Completion Milestone Date delay.

Bidding: March 8 to April 14, 2017

Engineer's Estimate: $24,470,001.15

Design Review Stakeholders: Ports & Harbor Commission. At a noon work session on April 21, the Ports & Harbor Commission endorsed moving forward with award of the construction contract to Pacific Pile & Marine.

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City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Agenda Statement

File #:	RES 17-0014 **Version:** 1		
Type:	Resolution	**Status:**	Agenda Ready
File created:	4/21/2017	**In control:**	City Council
On agenda:	4/25/2017	**Final action:**	
Title:	#17-14 - Amending the 2017 City Budget by Reallocating Previously Appropriated Funds Totaling $1,476,005 among the Flood Mitigation Maintenance Reserve, the Master Planning Reserve and the Capital Facilities Fund, to Reflect Appropriations for Specific Flood Mitigation Projects		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Budget Reso Flood Mitigation.pdf		

Date	Ver.	Action By	Action	Result

ITEM TITLE:
#17-14 - Amending the 2017 City Budget by Reallocating Previously Appropriated Funds Totaling $1,476,005 among the Flood Mitigation Maintenance Reserve, the Master Planning Reserve and the Capital Facilities Fund, to Reflect Appropriations for Specific Flood Mitigation Projects

SUBMITTED BY: Brian Carlson, Lisa Von Bargen

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Approve Resolution 17-14 Amending the 2017 City Budget by Reallocating Previously Appropriated Funds Totaling $1,476,005 among the Flood Mitigation Maintenance Reserve, the Master Planning Reserve, and the Capital Facilities Fund, to Reflect Appropriations for Specific Flood Mitigation Projects.

SUMMARY STATEMENT:

Funding for Flood Mitigation activities began as follows in the 2017 Budget:

Account	Fund	Account Name	Unencumbered Balance
310-8060-58000	CIP	Flood Mitigation Project	$2,521,418
350-5520-55000.107	Reserve	Master Planning - Flood Planning	$ 103,575
350-0700-55000	Reserve	Dike Repairs	$ 542,557

In an effort to provide transparent accountability, and to create an environment that provides for easier tracking of expenditures the resolution is being presented to Council for approval. It creates distinct GL codes for each Flood Mitigation project and separates them into different funds depending on their status as a capital project (design and construction of something new); maintenance (maintenance of an existing piece of infrastructure); or planning (evaluation and review of existing infrastructure and new needs that will lead to capital project or maintenance in the next phase).The list of new accounts to which money is being transferred are items within the Flood Mitigation Action Plan for 2017.

Annually, as new Flood Mitigation projects are developed new account codes will be established. In addition to project specific accounts, one generic account remains (310-8060-58000 Flood Mitigation) in the CIP Fund. This will be used as a holding account from which money will be redistributed as necessary to address unanticipated projects, or those for which concrete estimates were not available at budget time.

This new account coding process will allow Finance to track and report Flood Mitigation expenditures by each separate waterway, or any one of a number of different variables. Please see the attached resolution and exhibit for the detailed account information.

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What does “Zero Tolerance” mean?

Zero tolerance fundamentally removes the consideration of "extenuating circumstances" regarding a violation or infraction, and imposes a penalty or consequence without subjective judgment of the behavior.

American Heritage® Dictionary of the English Language, Fifth Edition. Copyright © 2016 by Houghton Mifflin Harcourt Publishing Company. Published by Houghton Mifflin Harcourt Publishing Company. All rights reserved.

n
1. (Law)
a. the policy of applying laws or penalties to even minor infringements of a code in order to reinforce its overall importance
b. (*as modifier*): *a zero-tolerance policy on drugs*.
2. the policy of applying laws or penalties to even minor infringements of a code in order to reinforce its overall importance

Collins English Dictionary – Complete and Unabridged, 12th Edition 2014 © HarperCollins Publishers 1991, 1994, 1998, 2000, 2003, 2006, 2007, 2009, 2011, 2014

"Zero Tolerance" defines the practice of applying mandatory enforcement policies for specific offenses. With zero tolerance policies, persons in authority are compelled to act without regard to severity and intent of specific offenses. Instead, they are compelled to take compulsory action concerning individuals who violate pre-determined policies designed to maintain order, or minimize behavioral infractions. It is the act of punishing all unacceptable behavior severely even if it is not very serious.

This practice negates “Last Chance” rules or “Three Strike” rules. It disallows the possibility for:

- Educational opportunities to allow the employee to more clearly understand the consequences of substance abuse to themselves, fellow employees, family and the public.
- Intervention for assistance should the employee need or desire help.
- Restorative processes during which the employee might identify harms or the potential for harm and then make amends resulting in a better, more productive employee and citizen.

THE DRUG FREE WORKPLACE ACT: AN OVERVIEW

By DONALD LEVITAN, Suffolk University, Boston

As of March 18, 1989, all organizations private and public, business, governmental as well as not-for-profits, that are recipients of federal grants in any amount or who are the recipients of federal contracts of $25,000 **must** certify that they are providing a "drug-free" work place. This is part of the omnibus drug legislation enacted November 18, 1988, the Drug-Free Workplace Act of 1988 (Pub. Law 100-690, (21 USC 1501) Title V, Subtitle D; Federal regulations were published in the **Federal Register**, vol. 54, No. 19, Tuesday, January 31, 1989, Part II, pp. 4946-4971.). Interesting enough the short title of this act is "Anti-Drug Abuse Act of 1988".

Further most organizations, governmental and not-for-profits, must receive their drug-free certification before receiving "new" federal funds; existing federal contracts are not subject to certification unless modified after March 14, 1989 in such a way as to be considered a new commitment. The certification requirement only applies to direct, not indirect or pass-through, funds. If a federal agency provides financial assistance to a state agency, which then passes through the assistance to the local level, the state agency is considered the grant recipient for purposes of certification.

To qualify as a drug-free work place, an employer must:

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.

2. Employees engaged in the performance of the grant are to receive a copy of the statement, see above;

3. Conditions of employment must include: (a) compliance with the statement and (b) notification within five days to the employer of any criminal drug conviction that occurs in the work place;

4. Require workers to notify their employer if convicted of any work-place drug crime within 10 days of/from the notice of conviction;

5. Establish a "drug-free awareness program" to tell workers about drug counseling programs (which must discuss the dangers of drug abuse in the workplace, the grantee's drug-free workplace policy, any available drug counseling, rehabilitation and employee assistance programs, and penalties for drug abuse violations in the workplace);

6. Impose a sanction or require satisfactory participation in a drug abuse, assistance or rehabilitation program by any employee with a work place criminal drug conviction;

7. Establish a drug-free awareness program; and

8. Make a good faith effort to continue to maintain a drug-free work place through implementation of all points previously mentioned.

The penalties under the Act include suspension, "disbarment," which may be triggered in two ways: (1) by failing to comply with a specific provision of the Act; or (2) by a determination by the agency that a good faith effort has not been made towards compliance. The Act gives agencies the authority to make this determination upon notification of a high number of work place drug convictions. Upon disbarment, the employer shall become ineligible for awards of any grants or contracts from any agency for a specified period of not more than five years. The Act does provide for a review process of such a determination and allows the head of the agency to waive such penalties under specific conditions.

In summary: A specific explicit drug policy must be implemented and publicized to its employees. The organization must require notification by employees of any work place drug conviction. Personnel policies and procedures must address drug use and the consequences of such on an employee's continued employment. Moreover, this Act puts an affirmative duty on federal grantees to provide information to employees concerning drug abuse and encourages municipalities to develop employee assistance programs to include drug counseling and rehabilitation. One notable feature not required by the Act is drug testing.

The implications are clear for an organization that wishes to receive federal grants or be awarded federal contracts, it must address the drug issue!

Sample Statement Compliant with the Federal Drug-Free Workplace Act of 1988

Substance Abuse: The City considers its employees to be its most valuable asset and believes that professionalism in the delivery of public services can only be maintained within a drug-and alcohol-free work environment. Further, the City believes that employees have a right to work in an environment free of drugs and alcohol and that all employees have the obligation not to place themselves in a situation where job performance is impaired by substance abuse. This chapter has been developed in compliance with the Federal Drug-Free Workplace Act of 1988, regulations of the U.S. Department of Transportation ("DOT"), the Federal Transit Administration ("FTA") and other relevant authorities.

Drug Free Work Place: The City recognizes that the maintenance of a drug-free workplace is essential to the safety and welfare of employees. This chapter establishes programs and practices that promote and support a drug-free working environment and brings the parties into compliance with the Drug-Free Workplace Act of 1988.

Statement: The intent is to educate employees as to the dangers of drug abuse in the workplace, the commitment to a drug-free workplace, the penalties that may be imposed upon employees for drug violations in the workplace, and the commitment of support for employees undergoing treatment and rehabilitation of chemical dependencies.

Provisions:

1. Controlled Substances:
   A. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol in the workplace is prohibited. Reporting to work under the influence of a controlled substance or alcohol is prohibited.
   B. As a condition of employment, all employees must notify their Department Director of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

2. Prescription or Over-the-Counter Drug Use: The use of prescription and over the-counter drugs which compromise the safety in the workplace is prohibited. It is the employee's responsibility to check with their physician as to whether or not a prescription drug will impair safe performance. Under this chapter employees are specifically required to notify their immediate supervisors when they are taking medications with warning labels that may affect their ability to remain alert or operate equipment. The City will make a form available to employees to assist them in reporting such medically authorized drug use. This form will be maintained in a separate confidential file in the Human Resources office.

3. Employee Sanctions: It is the responsibility of every employee to be aware of the above provisions and to abide by them. Failure to observe these provisions will result in immediate discipline of the employee, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitative program.

4. Employee Assistance Program: The City is committed to supporting employees undergoing treatment and rehabilitation for alcohol or other chemical dependency. The City will provide information to employees on available drug counseling and rehabilitation programs.

5. Drug Abuse Education Program: The City will utilize available resources, to educate employees as to the dangers of drug abuse.

6. Confidentiality: The confidentiality of all complaints and reported violations of the provisions of this directive will be strictly maintained, except as required by public disclosure laws or court order.

City of Valdez
Drug Awareness Policy Acknowledgment

1) It is my understanding that as an employee of a municipality that receives Federal and State funding, there is a requirement that **I** be furnished with information regarding the dangers of Substance Abuse and that **I** be informed regarding my organization's policy on Substance Abuse.

2) **I** further understand and acknowledge that my continued employment with the City of Valdez is contingent upon, but not limited to, my abiding by the provisions of this policy.

3) Additionally, **I** acknowledge that as an employee, **I** must notify the City of Valdez of any criminal drug statute conviction occurring in the work place no later than five (5) days after the conviction.

4) **I** *hereby* acknowledge that **I** have received and read a copy of the City of Valdez Drug Awareness Policy. **I** further acknowledge that **I** have been afforded that opportunity to ask questions regarding this policy. **I** understand the City of Valdez Drug Awareness Policy and agree to adhere to it.

PRINT YOUR NAME CLEARLY	SIGNATURE
DIVISION AND DEPARTMENT	DATE

"Employees of the City of Valdez Believe in a Drug-Free Workplace"

ACTIONS INVOLVING OR FOLLOWING TESTING INCLUDING ADMINISTRATION OF DISCIPLINARY ACTION.

1. Last Chance Agreement.

   a. The first time a regular full-time or part-time employee tests positive for drugs and/or alcohol (an alcohol concentration of .05 or higher), an employee shall be given the opportunity to accept a "Last Chance" Agreement. During the term of the Agreement, if an employee fails to comply with any of its provisions or tests positive for drugs and/or alcohol, the employee's employment shall be terminated. Employees shall be given the opportunity to accept and fulfill the terms of a “Last Chance Agreement” only once during their employment with the City. The employment of employees who fulfill the terms of the Agreement and then subsequently test positive for drugs and/or alcohol shall be terminated.

   b. If an employee refuses to accept the Agreement offer, the employee's employment will be terminated.

2. Exceptions:

   a. Employees who are involved in a situation which results in:

      (1) A fatality; or

      (2) The employee receiving a citation for a moving violation arising from an accident in which:

         (a) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the incident;
         (b) One or more vehicles incurring disabling damage as a result of an accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or
         (c) Damage to City or citizen's property or equipment which equals or exceeds $250.
         (d) Bodily injury to the employee or another as a result of the employee's actions;

         AND test positive for drugs and/or an alcohol concentration of .05 or higher), shall be subject to the termination of their employment and shall not be offered an opportunity to accept a “Last Chance Agreement.

   b. Any employee who refuses to test shall have his or her employment terminated. They shall not be eligible for a "Last Chance" Agreement.

c. Temporary employees and introductory employees who test positive for drugs and/or alcohol in violation of this policy shall be terminated. They shall not be eligible for a “Last Chance” Agreement offer.

d. Employees who are on probation for unsatisfactory performance shall have their employment terminated. They shall not be eligible for a "Last Chance" Agreement.

3. Disciplinary Action.

a. Employees who test positive for drugs and/or alcohol, accept the “Last Chance” Agreement offer, and have had no past performance problems shall receive a minimum five (5) day suspension or equivalent fine.

b. Employees with past performance problems (have received more than one (1) written reprimand or more administrations of a higher level of discipline, e.g. suspension or fine within the two (2) years preceding the violation of this policy), who accept the “Last Chance” Agreement offer, shall also be subject to disciplinary action as a result of their violation of this policy. The severity of the discipline shall depend upon the extent of their past performance problems. The minimum disciplinary action to be imposed shall be a ten (10) day suspension or equivalent fine.

F. SUBSTANCE ABUSE TREATMENT AND REHABILITATION.

1. Employees accepting the “Last Chance” Agreement offer must be evaluated for drug and alcohol dependency by the City's Employee Assistance Program (EAP). Employees will be allowed to use accrued leave time for visits to the EAP. Employees going through treatment or rehabilitation for substance abuse must pursue such treatment through their chosen health care provider.

2. The employee may use accrued leave during this time of treatment and may also be placed on leave without pay if necessary. While the initial EAP interview may be at no cost, the subsequent treatment may not be fully covered by the employee's health care plan.

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060
Contract Number: 1295
Cost Code: 310-8060-58000
Issued for Construction
Date: April 5, 2017

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:
DOWL
4041 B Street
Anchorage, AK 99503

City of Valdez
Contract Documents

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

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Addendums XX (if applicable) Attached

Drawings Titled "Copper Ave Erosion Protection at Glacier Stream" Attached

Drawings Titled "Glacier Steam Downstream Proposed Conditions Attached

Aerial Photo Titled "City of Valdez Glacier Stream Downstream" Attached

City of Valdez
Invitation to Bid

Date: 4/5/17

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295
Cost Code: 310-8060-58000

This project includes, but is not necessarily limited to: Construct four dike structures along the north bank of the Glacier Stream, downstream of the Richardson Hwy bridge. Excavate an estimated 20,000-30,000 CY of native material from a dry area of the Glacier Stream river bed to create a diversion channel and stockpile the material along Copper Ave. Conditions of the stream are dynamic and the contractor will be paid for material removed. Armor the new dike structures with class 4 riprap

Sealed bids will be accepted until 10:00 am local time on Wednesday, April 19, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on Wednesday, April 12, 2017 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 website at www.ci.valdez.ak.us; documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above 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 "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at http://www.ci.valdez.ak.us under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.

City of Valdez
Instructions to Bidders

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

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, including any amendment of withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered. The bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ	CAPITAL FACILITIES DIRECTOR
Copper Ave Erosion Protection & Gravel Extraction	CITY OF VALDEZ
PROJECT NO. 17-310-8060	300 AIRPORT ROAD, SUITE 201
CONTRACT NO. 1295	P.O. BOX 307
DATE OF BID OPENING: April 19, 2017	VALDEZ, AK 99686

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.

Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall <u>not</u> reveal the total amount of the original or revised bid. Facsimile number to use is (907) 835-5574.

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. Addenda Acknowledged 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 intent to award.

A. Contract Bond (Payment Bond: See Bonding Requirements below)
B. Contract Bond (Performance Bond: See Bonding Requirements below)
C. Certificate of Insurance naming City of Valdez as an "Additional Insured"
D. Proof of Current Registration if a corporation
E. Non-collusion Affidavit
F. Agreement (2 signed copies)
G. City of Valdez Business Registration
H. Executed W-9 Form

9. Bonding Requirements

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

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

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

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

B. Contract Payment Bond

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

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

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

C. Contract Performance Bond

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

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

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

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

10. Bidder Qualifications

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

11. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, 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 business who:

1. 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:

   a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;

   b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;

   c. Has current state business licenses and city business registrations;

   d. Has maintained year-round employment of one or more city resident(s);

2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

Section 2.80.060D Competitive Procurement Procedure

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 having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

16. Award of Bid

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

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held on April 12, 2017, 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: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

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 1	Dated 4/14/17	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 _____

Harris Sand & Gravel, Inc.
Company Name

Bill Harris
Authorizing Name

4/19/17
Date

President
Title

Signature

City of Valdez
Revised Bid Schedule
Page 2 of 2

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

Total Bid Amount:

One Million Eighty Eight Thousand Five Hundred Dollars 0 Cents

($ 1,088,500.00)

I, Bill Harris, hereinafter called Bidder, an individual doing business as Harris Sand & Gravel, Inc, (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 19th day of April, 2017

BIDDER:

Harris Sand & Gravel, Inc.
Company Name

PO Box 6
Address

Valdez AK 99686
City, State, Zip Code

907-835-4756
Telephone Number

92-0056819
Federal I.D. or S.S.N.

Bill Harris
Authorizing Name

President
Title

Bill Harris
Signature

bharris@harrissandg.com
Email Address

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Bill Harris
Print Name

City of Valdez
Revised Bid Schedule

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

Item No.	Item Description	Quantity	Unit	Unit Price	Total Item Price
1	Mobilization and Demobilization	All Req'd	Lump Sum	35,000.00	35,000.00
2	Environmental Protection, SWPPP, Permitting	All Req'd	Lump Sum	7,500.00	7500.00
3	Diversion	All Req'd	Lump Sum	12000.00	12000.00
4	Construction Survey	All Req'd	Lump Sum	14000.00	14000.00
5	As-Built Survey	All Req'd	Lump Sum	5000.00	5000.00
6	Riprap, Class IV	11480	Cubic Yards	75.00	861,000.00
7	Excavation, Stockpile Area and Stockpiling	20,000	Cubic Yards	7.70	154,000.00

City of Valdez
Bid Bond

KNOW ALL MEN BY THERE PRESENTS, that we

Harris Sand & Gravel, Inc.
PO Box 6
Valdez, AK 99686

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

as Principal, hereinafter called the Principal, and

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

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

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

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

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

Five Percent of Bid Amount 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 severely, firmly by these presents.

Whereas, the Principal has submitted a bid for

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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

Signed and sealed this 19th **day of** April, 2017

(Witness)

(Witness)

Harris Sand & Gravel, Inc.
(Principal) (Seal)

President
(Title)

The Ohio Casualty Insurance Company
(Surety) (Seal)

Kelly Michael Layman
(Title) Kelly Michael Layman, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7439888

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Glen Lopez; James K. Brady; Jay A. Miley; Katie Booher; Kelly Michael Layman; Kirk C. Leadbetter; Kristy M. Konte

all of the city of ANCHORAGE, state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of August, 2016.

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

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of August, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 2017.

By: Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

Alaska Business License # **60497**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

HARRIS SAND & GRAVEL INC

EIN: 920056819

P O BOX 6 VALDEZ AK 99686

owned by

HARRIS SAND & GRAVEL INC

is licensed by the department to conduct business for the period

November 10, 2016 through December 31, 2018
for the following line 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.

Chris Hladick

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Regulation of Construction Contractors and Home Inspectors
HARRIS SAND & GRAVEL INC
DBA: HARRIS SAND & GRAVEL INC
As
General Contractor Without Residential Contractor Endorsement

License	Effective	Expires
CONE5976	01/06/2017	12/31/2018

City of Valdez
Agreement Page 1 of 2

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

This agreement is made 25th day of April, 2017, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and Harris, Sand and Gravel, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **one million, eighty-eight thousand, five hundred dollars and zero cents ($1,088,500).**

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 **thirty (30)** 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) 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: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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.

Harris, Sand and Gravel, Inc.

_____
Signature

_____
Name

_____
Title

_____
Date

_____
Mailing Address

_____
City, State, Zip Code

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

Corporate Secretary

Attest: _____
Corporate Secretary

City of Valdez, Alaska, Authorized

_____
Ruth E. Knight, Mayor

_____
Date

Attested:

_____
Sheri L. Pierce, MMC, City Clerk

_____
Date

Recommended:

_____
Elke Doom, City Manager

_____
Date

_____
Jason Miles, P.E., Capital Facilities Director

_____
Date

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

_____
Attorney for the City of Valdez

City of Valdez
Corporate Acknowledgement

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

(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 _____, 20_____.

_____ _____
(Name of Officer) (Title of Officer)

_____
(Name of Corporation)

_____ Corporation, on behalf of said Corporation.
(State of Incorporation)

_____
Notary Public

My Commission Expires: _____

City of Valdez
Non-Collusion Affidavit

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

(to be executed prior to award)

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

I, _____, of _____, being duly sworn, do depose and state:

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

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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

_____
Signature

Subscribed and sworn to this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:_____

City of Valdez
Performance Bond

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060 / Contract Number: 1295

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 _____, 20_____, entered into a contract with Owner for

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

in accordance with Drawings and Specifications prepared by

DOWL
4041 B Street
Anchorage, AK 99503

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

City of Valdez
Performance Bond

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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 _____, 20_____

_____	_____
(Witness)	(Principal) (Seal)
	_____
	(Title)
_____	_____
(Witness)	(Surety) (Seal)
	_____
	(Title)

City of Valdez
Labor and Material Payment Bond

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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 _____, 20_____, entered into a contract with Owner for

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

in accordance with Drawings and Specifications prepared by

DOWL
4041 B Street
Anchorage, AK 99503

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

City of Valdez
Labor and Material Payment Bond

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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 _____, 201___

_____	_____
(Witness)	(Principal) (Seal)
	_____
	(Title)
_____	_____
(Witness)	(Surety) (Seal)
	_____
	(Title)

City of Valdez
Contractor Certificate of Substantial Completion

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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,_____, 201__.

CONTRACTOR	CITY OF VALDEZ, OWNER
_____	_____
(Signature)	Capital Facilities Director
_____	_____
(Title)	Date
_____	
Date	

REMARKS:_____

_____

City of Valdez
Contract Release Page 1 of 2

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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 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.

City of Valdez
Contract Release Page 2 of 2

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of _____, 20_____.

_____
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 _____, 20_____.

_____
Notary Public in and for Alaska
My Commission expires: _____

City of Valdez
Special Provisions

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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: Complete all the work as shown on the attached drawings and aerial photo by DOWL Engineers.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents within 30 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 grading the affected portions of Glacier Haul Road and Copper Ave to maintain a smooth driving surface for automobile traffic. The contractor will need to implement safeguards to prevent mud and debris from being tracked onto the Richardson Highway.

The staging area will need to be created by the contractor to allow for adequate room for vehicle, equipment and riprap stockpile operations next to the new dike structures. The location of the gravel stockpile area along Copper Ave will be determined in the field.

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 be responsible for moving any snow that may still be remaining in the project area.

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

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. 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. Contractors shall be responsible for all associated clean up costs and fines.

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

SP 08 Permits

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

SP 09 Order of Award of Alternative Bids

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

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 drawing titled "City of Valdez Copper Avenue Erosion Protection at Glacier Stream". These drawings are by reference included herein.

City of Valdez
Modifications and Additions to the Standard Specifications

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

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

Article 7.7 Final Payments

Add the following:

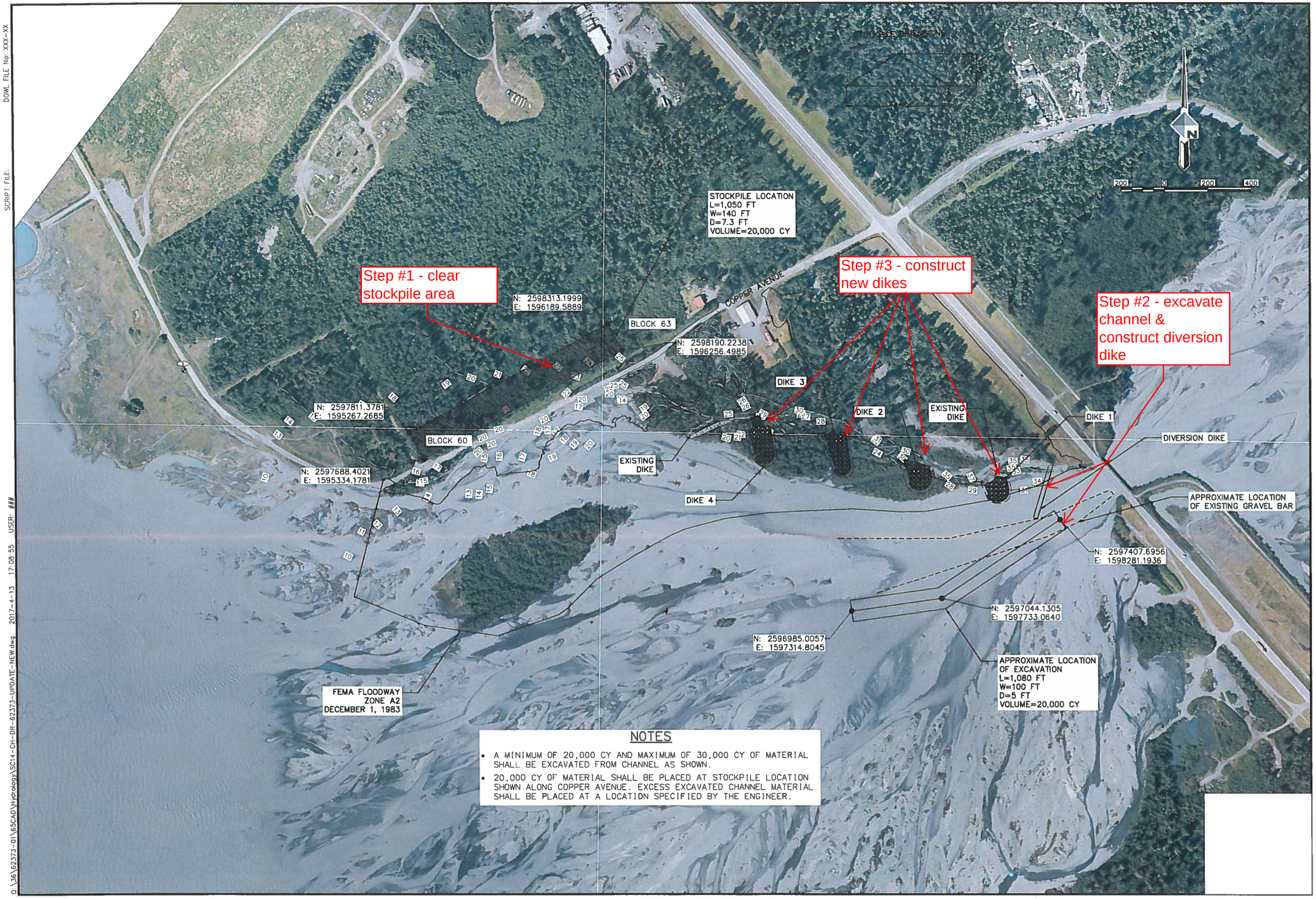
Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will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

City of Valdez
Minimum Prevailing Wage Rates

Project: Copper Ave Erosion Protection and Gravel Extraction
Project Number: 17-310-8060/ Contract Number: 1295

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



NOTES

- A MINIMUM OF 20,000 CY AND MAXIMUM OF 30,000 CY OF MATERIAL SHALL BE EXCAVATED FROM CHANNEL AS SHOWN.
- 20,000 CY OF MATERIAL SHALL BE PLACED AT STOCKPILE LOCATION SHOWN ALONG COPPER AVENUE. EXCESS EXCAVATED CHANNEL MATERIAL SHALL BE PLACED AT A LOCATION SPECIFIED BY THE ENGINEER.

REV	DATE	DESCRIPTION	BY

REVISIONS

Vertical Datum:

DATA	J/BY
San. Sewer	
Storm Sewer	
Water	
Gas	
Telephone	
Electric	
Cable TV	
Easements	
Footing Elev.	
Approved	

DOWL

AECL848

WWW.DOWL.COM

4041 B Street
Anchorage, Alaska 99503
907-562-2000

CITY OF VALDEZ
GLACIER STREAM DOWNSTREAM
EXCAVATION AND STOCKPILE

CHECKED BY	BMM
DESIGNED BY	HCR
DRAWN BY	HCR
DATE	03/23/16
W.O. NO.	62373
F.B. NO.	
REF. DWG	
LOCATION	VALDEZ ALASKA

SCALE

HORZ.

VERT.

SHEET

FILE NO.

DOWL FILE No: XXX-XX

SCRIPT FILE:

Q:\36\62373-01\65CAD\Hydrology\SC14-CH-DR-62373-UPDATE-NEW.dwg 2017-4-13 17:08:55 USER: ###

Summary of Proposals Received

Bid Opening

Date: April 19, 2017 10:00am

Place: Capital Facilities Conference Room

Project: Copper Ave Erosion Protection & Gravel Extraction

Contract No. 17-310-8060

Project No. 1295

Bid Item	Description	Quantity	Unit	Harris, Sand and Gravel Unit Price	Harris, Sand and Gravel Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	All Req'd	LS	N/A	$35,000.00										
2	Environmental Protection, SWPPP, Permitting	All Req'd	LS	N/A	$7,500.00										
3	Diversion	All Req'd	LS	N/A	$12,000.00										
4	Construction Survey	All Req'd	LS	N/A	$14,000.00										
5	As-Built Survey	All Req'd	LS	N/A	$5,000.00										
6	Riprap, Calss IV	11,480	Cubic Yards	75.00	$861,000.00										
7	Excavation and Stockpiling	20,000	Cubic Yards	7.70	$154,000.00										
	Addendum(s) Acknowledged			✓											
	Bid Bond			✓											
	Alaska Business License			✓											
	Alaska Contractor License			✓											
	Total Base Bid			$1,088,500.00											
	Local bidder preference 10%														
	Total Adjusted Bid														

The bid totals are subject to correction after the bids have been completely reviewed.

Totals have been reviewed ✓

Totals have been corrected

I hereby certify that the above is a true and correct summary of proposals received.

Project Manager

CITY OF VALDEZ
ALASKA

CONSTRUCTION CONTRACT BID DOCUMENTS

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities

Project Number: 310-6450 / Contract Number: 1283

Issued for Bid Date: March 10, 2017

City of Valdez
City Manager
212 Chenega Avenue
P.O. Box 307
Valdez, Alaska 99686

Engineer:
R&M Consultants, Inc.
9101 Vanguard Drive
Anchorage, Alaska 99507

City of Valdez
Construction Contract Bid Documents

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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Technical Specifications (Under Separate Cover)

Schedule A Upland Facilities: Modifications and Additions to the CVSS

Schedule B Inner Harbor Facilities: Technical Specifications in CSI format

Appendix A: Geotechnical Investigations

Appendix B: Permits

Design Plans/Drawings (Under Separate Cover)

Drawings Titled “Phase 2 New Harbor Development: Upland Facilities”

Drawings Titled “Phase 2 New Harbor Development: Inner Harbor Facilities”

City of Valdez
Invitation to Bid

Date: March 8, 2017

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

The City of Valdez New Harbor Development is a multi-year, phased project that will provide new harbor facilities and parking, increased vessel moorage, a drive down float facility, and utilities and support services. In a separate project, the US Army Corps of Engineers (USACE) in partnership with the City, is currently constructing the harbor breakwaters and basin dredging, which is scheduled to be complete by the end of 2017. The City completed Phase 1 in 2016, which included development of the uplands excavation and fill area, access ways, curbing, gangway abutments, storm drain system, utility mains, high-mast lighting and boardwalks. This Contract is Phase 2 and the Scope of Work includes the Upland Facilities (Schedule A) and the Inner Harbor facilities (Schedule B) as described below:

- Schedule A: Upland Facilities: a pre-engineered metal building that will serve as a harbor warehouse building including restroom/shower and laundry facilities, a separate Contractor-designed or pre-engineered East Restroom building, a bilge water treatment facility and building, and picnic area canopies. All building facilities have nearby utility services and will include full water, wastewater, HVAC, power, and lighting services.

- Schedule B: Inner Harbor Facilities: approximately 50,000 cy of in-water rock and sediment removal, a 320-ft long sediment containment berm, approximately 51,100 SF moorage float system and associated 191 piling (driven and socketed), 3 gangway ramps, a 90’ x 90’drive down float and 17’ x 144’ transfer bridge and associated socketed and tensioned piling and concrete abutment, as well as power/lighting, water, dry fire suppression, sewer pumpout, and bilge water pumpout services to the floats.

Sealed bids will be accepted until 2:00 pm local time on Friday, April 7, 2017, at the office of the City’s Engineer, R&M Consultants, Inc., 9101 Vanguard Drive, Anchorage, Alaska 99507. The bids will be publicly opened and read at that time.

A **mandatory** pre-bid meeting will be held on Wednesday, March 22, 2017 at 2:00 pm at the City Council Chambers (A-frame building behind City Hall), 212 Chenega Avenue, Valdez, Alaska. This will be followed by a site visit.

Bid documents may be downloaded from the City of Valdez website at www.ci.valdez.ak.us; documents are located under “Bids” on the lower right hand side of the opening page. Bidders must register by submitting an email to: wrobertson@ci.valdez.ak.us with the Subject line of “Valdez New Harbor Development Phase 2 Bid Registration,” which provides Business Name, Contact Name, Phone Number and Email Address (if different from sender), to ensure receipt of any addendum issued for this project. Bidder is responsible to ensure delivery of this email transmission.

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the Engineer at knielsen@rmconsult.com . Such requests shall arrive at least 7 calendar days prior to the date for opening bids.

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 "Standard Specifications and Standard Details" (CVSS), are incorporated in and become a part of the Contract Documents for the work. An electronic copy of the CVSS is available from the City of Valdez website at www.ci.valdez.ak.us under "Government", "Departments", "Capital Facilities", then "Quick Links" at the lower right hand side of the page.

This project includes two schedules of Work, as described above. Schedule A (Upland Facilities) utilizes CVSS as modified by the "Modifications and Additional Specifications" included in the bid documents. Technical Specifications for Schedule B (Inner Harbor Facilities) is provided in CSI format. The CVSS General Conditions and Special Provisions apply to both schedules of work.

City of Valdez
Instructions to Bidders

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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 Engineer at knielsen@rmconsult.com . Such requests shall arrive at least 7 calendar 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, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered. The bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ
Phase 2 New Harbor Development
PROJECT NO. **310-6450**
CONTRACT NO.: **1283**
DATE OF BID OPENING: April 7, 2017

Attn: Kim Nielsen, PE.
R&M Consultants, Inc.
9101 Vanguard Drive
Anchorage, Alaska 99507

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.

Modification of bids already submitted will be considered if received at least 30 minutes before the bid opening time noted in the Invitation for Bid or the addenda. Modification by email is at the risk of the bidder. The Owner makes no warranty as to internet or equipment availability, speeds or condition. All addenda must be acknowledged prior to the bid opening; email acknowledgement is acceptable for all addenda issued as long as an original completed form is provided within your sealed bid. Email modifications shall not reveal the total amount of the original or revised bid.

Email address to use is: knielsen@rmconsult.com

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. Addenda Acknowledged 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 intent to award.

A. Contract Bond (Payment Bond: See Bonding Requirements below)
B. Contract Bond (Performance Bond: See Bonding Requirements below)
C. Certificate of Insurance naming City of Valdez and other specified entities as "Additional Insured"
D. Proof of Current Registration if a corporation
E. Non-collusion Affidavit
F. Agreement (2 signed copies)
G. City of Valdez Business Registration
H. Executed W-9 Form
I. Initial Construction Schedule/Work Plan

9. Bonding Requirements

A. Bid Security

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

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

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

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

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

B. Contract Payment Bond

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

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

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

C. Contract Performance Bond

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

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

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must 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.

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 Section 2.80.020 related to local bidder preference will not apply to this project.

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.

18. Pre-Award Conference

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

City of Valdez
Addendum Acknowledgement

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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	1	Dated	03/08/2017	Initials	CW
Addendum Number	2	Dated	03/10/2017	Initials	CW
Addendum Number	3	Dated	03/28/2017	Initials	CW
Addendum Number	4	Dated	03/31/2017	Initials	CW
Addendum Number	5	Dated	04/07/2017	Initials	CW

PACIFIC PILE & MARINE, L.P.
Company Name

CHRIS WILLIS
Authorizing Name

04/14/2017
Date

EXECUTIVE VP OF GENERAL PARTNER
Title

Signature

City of Valdez
Bid Schedule Page 1 of 6

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

SCHEDULE A - Base Bid - Upland Facilities

ITEM NO.	SPEC NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
A- 1	01 22 00	Warehouse Building per LS	1	2,280,000	2,280,000
A- 2	01 22 00	Bildge Water Treatment Building per LS	1	1,370,000	1,370,000
A- 3	01 22 00	East Restroom per LS	1	464,000	464,000
A- 4	01 22 00	Landscaping per LS	1	392,000	392,000
A- 5	01 22 00	Picnic Canopies per LS	1	150,000	150,000
A- 6	01 22 00	Paving and Site Improvements per LS	1	1,590,000	1,590,000

SUM OF SCHEDULE A AMOUNT, IN FIGURES: $ 6,246,000

SUM OF SCHEDULE A ITEMS IN WORDS: Six million two hundred forty six thousand Dollars

COMPANY NAME: PACIFIC PILE & MARINE, L.P.

City of Valdez
Bid Schedule Page 2 of 6

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

SCHEDULE B - Base Bid - Inner Harbor Facilities

ITEM NO.	SPEC NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
B- 1	10.09	Mobilization and Demobilization per LS	1	1,834,000	1,834,000
B- 2	10.11	Protected Species Observer (Pile Installation) per LS	1	35,000	35,000
B- 3	10.11	Protected Species Observer (Blasting) per LS	1	50,000	50,000
B- 4	20.24	Sediment Containment Berm per LS	1	477,000	477,000
B- 5	20.24	Drive Down Basin Slope Protection per LS	1	100,000	100,000
B- 6	20.30	Storm Water Pollution Prevention Plan per LS	1	10,000	10,000
B- 7	20.60	Dredging and Disposal per CY	57,000	54	3,078,000
B- 8	30.11	Concrete Pavement and Abutment Structures per LS	1	140,000	140,000
B- 9	50.19	Float Sewer Pumpout System per LS	1	168,176.40	168,176.40
B-10	50.20	Float Bilge Pumpout System per LS	1	97,000	97,000
B-11	60.19	Float Dry Standpipe Fire Suppression System per LS	1	730,000	730,000
B-12	60.21	Float Potable Water System per LS	1	892,000	892,000
B-13	65.01	Construction Surveying per LS	1	145,000	145,000
B-14	65.01	Dredge Surveying per LS	1	212,000	212,000
B-15	80.01	Drive Down Float Dock per LS	1	2,247,000	2,247,000
B-16	80.06	Transfer Bridge per LS	1	1,109,000	1,109,000

City of Valdez
Bid Schedule Page 3 of 6

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

SCHEDULE B - Base Bid - Inner Harbor Facilities

ITEM NO.	SPEC NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
B-17	80.02	12-3/4" Dia Galv Steel Piles, Furnished per LF	144	77	11,088
B-18	80.02	12-3/4" Dia Galv Steel Piles, Socketed per EA	3	5,950	17,850
B-19	80.02	16" Dia Galv Steel Piles, Furnished per LF	9,184	68	624,512
B-20	80.02	16" Dia Galv Steel Piles, Driven per EA	104	1,450	150,800
B-21	80.02	16" and 18" Dia Galv Steel Piles, Socketed per EA	47	7,700	361,900
B-22	80.02	18" Dia Galv Steel Piles, Furnished per LF	2,904	76.15	221,139.60
B-23	80.02	18" Dia Galv Steel Piles, Driven per EA	34	1,400	47,600
B-24	80.02	30" Dia. Galv. Steel Pile, Furnished per LF	414	224	92,736
B-25	80.02	30" Dia. Galv. Steel Pile, Socketed per EA	6	15,000	90,000
B-26	80.02	36" Dia. Galv. Steel Pile, Furnished per LF	158	293	46,294
B-27	80.02	36" Dia. Galv. Steel Pile, Socketed per EA	2	15,000	30,000
B-28	80.02	Field Pile Splice (various sizes) per EA	5	2,300	11,500
B-29	80.03	Furnish and Install Pile Tension Rock Anchor per EA	4	46,500	186,000
B-30	80.11	Furnish and Install Anode per EA	246	850	209,100
B-31	80.05	6'x80' Aluminum Gangway per EA	3	99,350	298,050

City of Valdez
Bid Schedule Page 4 of 6

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

SCHEDULE B - Base Bid - Inner Harbor Facilities

ITEM NO.	SPEC NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
B-32	80.09	12' Wide Headwalk & Main Floats (Modules M1-M22, S1-S6, R1-R4) per LS	1	1,070,000	1,070,000
B-33	80.09	10' Wide Main Floats (Modules W1-W9, V1-V9, U1-U7, T1-T7) per LS	1	782,000	782,000
B-34	80.09	10'x86' Tee Float per EA	1	68,000	68,000
B-35	80.09	10'x106' Tee Float per EA	2	77,000	154,000
B-36	80.09	16'x35' Gangway Float per EA	2	45,000	90,000
B-37	80.09	28.5'x35' Gangway Float per EA	1	71,000	71,000
B-38	80.09	10'x10' Utility Float per EA	3	6,900	20,700
B-39	80.09	5'x34' Stall Floats per EA	8	21,000	168,000
B-40	80.09	5'x38' Stall Floats per EA	22	21,500	473,000
B-41	80.09	6'x48' Stall Floats per EA	20	28,500	570,000
B-42	80.09	8'x58' Stall Floats per EA	4	41,000	164,000
B-43	80.09	10'x58' End Float per EA	1	45,000	45,000
B-44	80.09	10'x98' Stall Floats per EA	2	73,000	146,000
B-45	80.09	Leveling Floatation, Furnished per EA	50	120	6,000
B-46	80.09	Leveling Floatation, Installed per EA	50	500	25,000

City of Valdez
Bid Schedule Page 5 of 6

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

SCHEDULE B - Base Bid - Inner Harbor Facilities

ITEM NO.	SPEC NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
B-47	80.10	Fire Extinguisher and Cabinet per EA	27	900	24,300
B-48	80.10	Life Ring and Cabinet per EA	28	1,200	33,600
B-49	80.10	Retractable Ladder per EA	71	425	30,175
B-50	80.10	Emergency Ladder per EA	8	1,725	13,800
B-51	80.13	Pedestal Crane per EA	2	15,000	30,000
B-52	85.01	Electrical System per LS	1	796,000	796,000
B-53	85.10	Video Surveillance System per LS	1	153,000	153,000
B-54	85.11	Access Control per LS	1	5,000	5,000

SUM OF SCHEDULE B AMOUNT, IN FIGURES: $ 18,661,321

SUM OF SCHEDULE B ITEMS IN WORDS: Eighteen million six hundred sixty one thousand three hundred twenty one dollars

COMPANY NAME: PACIFIC PILE & MARINE, L.P.

City of Valdez
Bid Schedule Page 6 of 6

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

BID SUMMARY

Schedule	Bid (US$)
SCHEDULE A - Base Bid - Upland Facilities	$ 6,246,000
SCHEDULE B - Base Bid - Inner Harbor Facilities	$ 18,661,321

TOTAL (Numbers): $ 24,907,321

TOTAL (In Words): TWENTY FOUR million nine hundred seven thousand three hundred twenty one Dollars — Cents

I, CHRIS WILLIS, hereinafter called Bidder, an individual doing business as PACIFIC PILE & MARINE, L.P., (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 14TH day of APRIL, 2017.

BIDDER:

PACIFIC PILE & MARINE, L.P.
Company Name

700 SOUTH RIVERSIDE DRIVE
Address

SEATTLE, WA, 98108
City, State, Zip Code

(206) 331-3873
Telephone Number

38-3779179
Federal I.D. or S.S.N.

CHRIS WILLIS
Authorizing Name

EXECUTIVE VP OF GENERAL PARTNER
Title

Signature

CHRISW@PACIFICPILE.COM
Email Address

CORPORATE SEAL:

* No Corporate Seal

ATTEST:

Signature of Corporate Sec.

WILBUR CLARK, PRESIDENT
Print Name

City of Valdez
Bid Modification

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

Modification Number: _____

Note: All revisions shall be made to the unadjusted bid amount(s)
Changes to the adjusted bid amounts will be computed by the Owner or Owner's Representative.

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE +/-	REVISION TO BID AMOUNT +/-

TOTAL REVISION: $_____

_____
Name of Bidding Firm

_____
Responsible Party Signature **Date**

This form may be duplicated if additional pages are needed. **Page _____of_____**

City of Valdez
Bid Bond

KNOW ALL MEN BY THERE PRESENTS, that we Pacific Pile & Marine L.P.
700 S. Riverside Dr., Seattle, WA 98108
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
(Insert full name and address or legal title of Surety)

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

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

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Total Amount Bid --

Dollars ($ --5%--),

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

Whereas, the Principal has submitted a bid for

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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

Signed and sealed this 7th **day or** April, 2017

(Witness)

Pacific Pile & Marine L.P.
(Principal) (Seal)

(Title) CHRIS WILLIS
EXECUTIVE VP OF GENERAL PARTNER

(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)

(Title) Susan B. Larson, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7623591

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deanna M. French; Elizabeth R. Hahn; Guy Armfield; Jana M. Roy; Jill A. Boyle; John Claeys; Mindee L. Rankin; Roger Kaltenbach; Ronald J. Lange; Scott Fisher; Scott McGilvray; Susan B. Larson

all of the city of Bellevue, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2017.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 2017.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call

LMS_12873_082016

License #: CONE33893
Effective: 12/06/2016
Expires: 12/31/2018

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: **PACIFIC PILE & MARINE, LP**

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

Status: **Active**

Doing Business As: **PACIFIC PILE & MARINE, LP**

Commissioner: Chris Hladick

Alaska Business License # **914725**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

PACIFIC PILE & MARINE, L.P.

700 S RIVERSIDE DRIVE SEATTLE WA 98108

owned by

PACIFIC PILE & MARINE LIMITED PARTNERSHIP

is licensed by the department to conduct business for the period

October 05, 2016 through December 31, 2017
for the following line 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.

Chris Hladick
Commissioner

City of Valdez
Agreement Page 1 of 2

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

This agreement is made this 25th day of April, 2017, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and Pacific Pile & Marine, LP doing business as a ~~an individual,~~ limited partnership, ~~a corporation~~ (strike out inapplicable words) located in Seattle, Washington, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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: **twenty-four million, nine hundred seven thousand, three hundred twenty-one dollars and zero cents ($24,907,321).**

The Contractor hereby agrees to commence work on this project in accordance with the contract documents and addendums within the Time of Completion dates specified in the Special Provisions SP16. 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 two thousand, five hundred dollars ($2,500) for each calendar day in excess of the Time of Completion dates specified in the Special Provisions 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: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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.

Pacific Pile & Marine, LP

_____
Signature

_____
Name

_____
Title

_____
Date

_____
Mailing Address

_____
City, State, Zip Code

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

Corporate Secretary

Attest: _____
Corporate Secretary

City of Valdez, Alaska
Authorized

_____
Mayor's Signature

_____
Name

_____
Date

Attested:

_____
City Clerk

Recommended:

_____
City Manager

_____
Date

_____
Ports & Harbor Director

_____
Date

Approved as to Form:

_____
Attorney for the City of Valdez

City of Valdez
Corporate Acknowledgement

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

(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 _____, 20_____.

_____ _____
(Name of Officer) (Title of Officer)

_____
(Name of Corporation)

_____ Corporation, on behalf of said Corporation.
(State of Incorporation)

_____
Notary Public

My Commission Expires: _____

City of Valdez
Non-Collusion Affidavit

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

(to be executed prior to award)

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

I, _____, of _____, being duly sworn, do depose and state:

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

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: _310-6450_ / Contract Number: _1283__

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

_____
Signature

Subscribed and sworn to this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:_____

City of Valdez
Performance Bond

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

KNOW ALL MEN BY THESE PRESENTS: that

PACIFIC PILE & MARINE LIMITED PARTNERSHIP

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 _____, 20_____, entered into a contract with Owner for

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

in accordance with Drawings and Specifications prepared by

R&M Consultants, Inc.
9101 Vanguard Drive
Anchorage, Alaska, 99507

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

City of Valdez
Performance Bond

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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 _____, 20_____

_____	_____
(Witness)	(Principal) (Seal)
	_____
	(Title)
_____	_____
(Witness)	(Surety) (Seal)
	_____
	(Title)

City of Valdez
Labor and Material Payment Bond

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

Know all men by these presents that:

PACIFIC PILE & MARINE LIMITED PARTNERSHIP

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 _____, 20_____, entered into a contract with Owner for

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

in accordance with Drawings and Specifications prepared by

R&M Consultants, Inc.
9101 Vanguard Drive
Anchorage, Alaska, 99507

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

City of Valdez
Labor and Material Payment Bond

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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 _____, 20__.

_____	_____
(Witness)	(Principal) (Seal)
	_____
	(Title)
_____	_____
(Witness)	(Surety) (Seal)
	_____
	(Title)

City of Valdez
Contractor Certificate of Substantial Completion

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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,_____, 20___.

PACIFIC PILE & MARINE LIMITED PARTNERSHIP	CITY OF VALDEZ, OWNER
_____	_____
(Signature)	(Signature)
_____	_____
(Title)	(Title)
_____	_____
Date	Date

REMARKS:_____

City of Valdez
Contract Release Page 1 of 2

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: __310-6450_ / Contract Number: ___1283_____

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 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.

City of Valdez
Contract Release Page 2 of 2

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of _____, 20_____.

_____
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 _____, 20_____.

_____
Notary Public in and for Alaska
My Commission expires: _____

City of Valdez
Wage Rates

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

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

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City of Valdez
Special Provisions

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

SP 01 General Statement

The City of Valdez "Standard Specifications and Standard Details" (CVSS), are incorporated in and become a part of the Contract Documents for the work. An electronic copy of the CVSS is available from the City of Valdez website at www.ci.valdez.ak.us under "Government", "Departments", "Capital Facilities", then "Quick Links" at the lower right hand side of the page.

This project includes two schedules of Work, as further defined in SP03. Schedule A (Upland Facilities) utilizes CVSS as modified by the "Modifications and Additional Specifications" included in the bid documents. Technical Specifications for Schedule B (Inner Harbor Facilities) is provided in CSI format. The CVSS General Conditions and Special Provisions apply to both schedules of work.

The following Special Provisions (SP) set forth conditions and requirements unique to this Project and are supplemental to, and supersede the CVSS articles in parenthesis.

SP 02 Action on Bids (10.03.4)

Revise the last paragraph to read:

On all Bids, Notice of Intent to Award or rejection will be given within forty-five (45) days of Bid opening. The notice will be in writing and signed by the Engineer. A Notice of Intent to Award, and no other act of the Engineer or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Contract.

Add the following paragraph:

Bidders are required to submit bids for the Base Bid items, including both Schedule A and Schedule B of the Bid Schedule. Unless all bids are rejected, the intent of the City is to award this Contract to the lowest responsible and responsive Bidder, and in accordance with applicable sections of the Valdez Municipal Code 2.80 Procurement Policy. The low bid will be determined by the lowest total bid amount for the sum of both schedules. The City reserves the right to reject all bids if it serves in the best interest of the City.

SP 03 Scope of Work (10.04)

Add the following:

City of Valdez
Special Provisions

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
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The City of Valdez New Harbor Development is a multi-year, phased project that will provide new harbor facilities and parking, increased vessel moorage, a drive down float facility, and utilities and support services. In a separate project, the USACE in partnership with the City, is currently constructing the harbor breakwaters and basin dredging, which is scheduled to be complete by the end of 2017. The City completed Phase 1 in 2016, which included development of the uplands excavation and fill area, access ways, curbing, gangway abutments, storm drain system, utility mains, high-mast lighting and boardwalks. This Contract is Phase 2 and the Scope of Work includes the Upland Facilities (Schedule A) and the Inner Harbor facilities (Schedule B) as described below:

- Schedule A: Upland Facilities: a pre-engineered metal building that will serve as a harbor warehouse building including restroom/shower and laundry facilities, a separate Contractor-designed or pre-engineered East Restroom building, a bilge water treatment facility and building, and picnic area canopies as well as site wide asphalt paving. All building facilities have nearby utility services and will include full water, wastewater, HVAC, power, and lighting services.

- Schedule B: Inner Harbor Facilities: approximately 57,000 cy OF in-water rock and sediment dredging and offshore disposal, a 320-ft long sediment containment berm, approximately 51,100 SF moorage float system and associated piling (driven and socketed), three (3) covered aluminum gangway ramps, a 90’ x 90’drive down float and 17’ x 144’ transfer bridge and associated socketed and tensioned piling and concrete abutment, as well as power/lighting, water, dry fire suppression, sewer pumpout, and bilge water pumpout services to the floats.

Future work, not included in this contract, may include a fuel tank farm and floating fuel facility at R Float as well as possible development of the west uplands area.

SP 04 Interpretation of Contract, Specifications, and Drawings (10.04.2)

Remove and Replace 6th paragraph with the following: “Contractor-initiated requests for interpretation or clarification of the Contract documents shall be submitted with a completed Request for Information (RFI) form. Each request shall clearly and completely state the basis for lack of clarity in the Contract documents and shall refer to the applicable specifications, plan sheets and details that give rise to the request. If not provided in the Contract documents, a copy of the RFI form shall be obtained from the Engineer. Engineer shall respond to the RFI in writing within ten (10) working days.”

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Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
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SP 05 Estimates of Quantities (10.04.3)

Replace the last sentence with the following: The cumulative variations in quantities together with other changes in the Work shall not increase the contract amount by more than $40,000, without prior City Council approval.

SP 06 Disposal Sites (10.04.9)

Add the following:

All dredged rock and sediment material shall be disposed of in the permitted offshore disposal site identified in the project permits or stockpiled in the uplands at an area designated by the City located about 0.5 mile west of the site at Sea Otter Park.

As part of the Contractor's initial schedule/work plan to be submitted prior to Award, generally describe the intended means/methods, sequence and schedule for blasting, excavating and disposing of in-water rock and sediment materials. This is necessary to allow time for any required coordination and permitting revisions.

SP 07 Protection of Persons and Property (10.04.10)

Insert the following paragraphs:

Permission to Enter Property: If access to City or private property is desired by the Contractor for the convenience of the Contractor, the Contractor shall obtain written permission from the property owner. A copy of the written permission shall be provided to the City's representative at least three (3) weeks prior to needed date for access.

Restoration of Property: After the Contractor's operations are completed, areas used by the Contractor, including staging areas shall be restored to their original condition unless otherwise stated in this Contract or in written agreement with the property owner. The original condition of an area shall be determined as follows: Prior to commencement of operations, the Owner's Representative and the Contractor shall inspect each area that will be used by the Contractor and photographically document their condition. After construction operations are completed, the condition of each area will be compared to the earlier photographs. Prior to demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that all costs associated with repairs shall be subsidiary to other items of work and no separate payment will be made.

City of Valdez
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Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
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SP 08 Public Convenience and Access (10.04.12)

Insert the following:

Contractor shall minimize disruption and/or inconvenience along South Harbor Drive and within Sea Otter (stockpile areas) by establishing communications and coordinating project activities with the Owner's Representative, as well as operations personnel at affected agencies and commercial enterprises, including but not limited to those listed below. The Contractor shall take all precautions necessary and install protective barriers, warning signs and/or other traffic control measures per CVSS 90.15, to ensure public safety for access to nearby facilities, docks and beach areas. Refer to SP32 for primary contact names and phone numbers for coordination.

SP 09 Street Closures (10.04.13)
Add the following:

Any closures along South Harbor Drive shall also include advance notifications and coordination with the following: Valdez Harbormaster, Valdez Fire Department, Valdez Police Department, Valdez Public Works Department, US Coast Guard, SERVS, Silver Bay Seafoods, Peter Pan Seafoods, and trucking agents for Samson Tug & Barge and Alaska Marine Lines. Closures require a minimum of 72 hours' notice to ensure impact to South Harbor Drive stakeholders are minimized. Notification does not guarantee approval – closures are subject to City approval, and City approval must be provided in writing.

SP 10 Temporary Erosion Control during Construction (10.04.19)
Correct the last line of the 2nd paragraph as follows: standards set forth in 18 AAC 70.010 through 18 AAC 70.032.

SP 11 Construction Progress Schedule and Schedule of Values (10.05.3)

Revise the first sentence to read:

The Contractor shall, within ten (10) days after the date of the *Notice of Intent to Award*, the Contractor shall submit, to the Engineer, an Initial Construction Progress Schedule in the form of a time-scaled bar chart, the elements of which shall be the Divisions and Sections of the Project Manual *and the* m*ilestone completion dates listed in SP16* as a minimum. In addition, to allow sufficient time for any required coordination and permitting revisions, the Contractor's initial schedule must include details that generally describe the intended means/methods, sequence and schedule for blasting, excavating and disposing of in-water rock and sediment materials.

Add the following after the last paragraph:

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The CPM schedule and numeric analysis will be required. After submittal of the initial time-scaled CPM schedule, if not required by other critical changes or events, the Contractor shall submit revisions every month, except during periods of Work suspension, and not later than 30 days after suspension or resumption of Work.

SP 12 Unusual Working Hours, Holidays, Saturdays and Sundays (10.05.4)

Add the following:

This project will be subject to City restrictions on noise between the hours of 11 PM and 7 AM. The Contractor shall provide the Owner with 72-hour minimum advance notice of any unplanned construction operations which may affect normal operations or planned events by the City or other stakeholders in proximity of the project site or access route.

When requested by the City, and at no additional cost to the Contract, the Contractor's designated Superintendent will be required to attend meetings or work sessions of the Port and Harbor Commission and/or City Council Meetings, and be prepared to explain work hours and traffic control plan, and respond to questions or concerns presented by the public, City Administration, Commissioners or Council Members.

SP 13 Shop Drawings (10.05.5)

Replace entirely with new Specification Section 10.08 Submittals.

SP 14 Right of City to do Work (10.05.11)
Add the following paragraphs to the end of the Article:

Sharing the project site: During the term of this Contract, it is anticipated the Contractor will have to coordinate, provide access, or share space in the designated project limits with public utilities and the following:

- City or it's Engineer or Owner's Representative for providing construction support, administration, quality control, inspection and/or testing,
- CVEA and City Contractor for relocating transformers and placing electrical conduit as noted in Plans
- USACE contractor performing the marine dredging and breakwater construction (primarily barge-based work as well as possible limited equipment access to stockpiles within project limits and at Sea Otter in 2017,)

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SP 15 Duties of Inspectors (10.05.14)

Remove and Replace the 2nd paragraph with the following: "Inspectors will immediately inform the Engineer and Contractor of any deficiency known to exist in the Work and any laboratory test results."

SP 16 Time for Completion of the Work (10.05.22)

Add the following:

All work shall be completed in accordance with the Contract Documents and the following Completion Milestone Dates, as follows:

1. Uplands Facilities (Schedule A) shall be substantially complete, including completion of as-built survey no later than 9/30/2018.
2. Uplands Facilities (Schedule A) shall be complete, including completion of punch list items and submittal of associated survey and close out documents (Final Acceptance) on or before 11/1/2018.
3. All in-water work shall be complete and gangways and moorage floats installed and available for vessel moorage and pedestrian access (not including utilities service) on or before 5/1/2019.
4. Inner Harbor Facilities (Schedule B) shall be substantially complete, including installation of utilities on or before 7/15/2019.
5. Inner Harbor Facilities (Schedule B) shall be complete, including completion of punch list items and submittal of all close out documents (Final Acceptance) on or before 9/15/2019.
6. All requirements for this contract including, final submittal of all closeout documents (as-built surveys, O&M manuals, warranties, etc.) must be completed no later than October 1, 2019 (Contract Completion).

Note that no *in-water* work shall begin until after January 1, 2018.

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SP 17 Liquidated Damages (10.05.27)

Revise 1st sentence to read: "For each calendar day that any Completion Milestone Date is delayed beyond the dates listed in 10.05.22 Time of Completion of Work, the sum per day of Two Thousand Five Hundred dollars ($2,500.00) shall be deducted from any monies due the Contractor for each day after the Completion Milestone Date during which the Work remains incomplete."

SP 18 Use of Completed or Uncompleted Portions (10.05.30)

Add the following:

Owner and limited public use of the partially completed moorage float system following the Completion Milestone Date listed in *SP16 Time for Completion of the Work*, will be limited to vessel owners/users. No additional compensation will be made for any inconvenience associated with public use. Contractor shall consider as part of his bid all necessary pedestrian traffic controls, limited access, and or coordination with harbormaster for temporarily relocating vessels, or other additional work required for completion of float utilities and/or other items required for final completion.

SP 19 Notice to Contractors (10.06.2)

Revise to read as follows:

Electronic mail (email) or facsimile transmissions may be used to notify the Contractor or the Owner of impending official notification.

SP 20 Notice by Contractors (10.06.3)

Revise to read as follows:

Electronic mail (email) or facsimile transmissions may be used to notify the Contractor or the Owner of impending official notification.

SP 21 Permits (10.06.6)

Add the following:

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The Contractor shall coordinate and obtain all licenses and permits required to do the Work. A City Building Permit for each building structure is required and the City building permit fees shall be waived. A State Fire Marshall review of buildings is also needed and may be coordinated with the assistance of the Engineer. The Contractor will be responsible for scheduling and securing all required permits/reviews.

The Contractor will adhere to the provisions and stipulations set forth in all applicable permits. The following permit documents are available at the City of Valdez office and the final permits shall be considered part of the Contract Documents:

1. U.S. Army Corps of Engineers (USACE) Permit and 3 modifications as follows:
    - POA-2016-360
    - POA-2016-360-M1
    - POA-2016-360-M2
    - POA-2016-360-M3
2. ADEC Water and Wastewater approvals to construct (to be provided upon receipt).

Available Permits are provided as Appendix B to these specifications.

Note that Modification 2 of the USACE Permit for blasting includes Appendix 2 with an example blasting noise model run. Additional model runs in Excel format showing alternate charge weights and charge spacing combinations and resulting monitoring/shutdown distances to the 167dB threshold have also been provided with the bid documents. These include 22lb at 6-ft spacing, 55 lbs at 8-ft spacing, 110-lb at 8ft spacing, and 220lb at 10ft spacing. The MatLab model may be run with other combinations to meet the blasting consultants preferred charge weight size and spacing to determine the appropriate monitoring/shutdown distances.

The City has applied for an ADEC Water and Wastewater Engineering Plan reviews/Approval to Construct, which has not yet been received. The approvals will be issued upon receipt and will become part of the Contract Documents. Any required changes that may result from the review will be coordinated with the Contractor following Award.

The City will approve and issue Conditional Use Permit (CUP) and provide other terms and conditions so the Contractor may use, at no cost, portions of City land described elsewhere, commonly referred to as Sea Otter Park as well as other possible nearby City-owned areas for project related light industrial zoned activities which could include: temporary construction office, warehouse, maintenance and service shops, parking for vehicles and equipment, laydown, staging, assembly of work components, or temporary stockpiling of materials from the project site and processing of material into asphalt or concrete. Prior to mobilizing onto or using either

parcel, the Contractor must execute a Land Use Agreement with the City for use of these specific sites subject to the terms and conditions of the CUP.

SP 22 Insurance (10.06.9)

Remove and replace Article 6.9 with the following:

Prior to starting work, the Contractor shall purchase and maintain at its expense commercial general liability and other insurance as set forth below from a responsible insurer authorized to do business in the state where the Project is located and having an A.M. Best rating of at least A VII. Contractor shall furnish satisfactory evidence to the Owner that the Contractor has complied with the requirements in the form of an insurance certificates and Owner reserves the right, upon written request, to receive and review all Contractor insurance policies and endorsements in effect during the duration of this contract and for any duration thereafter for which coverage is required as set forth below.

All policies shall be written on an occurrence basis, shall (except Workers Compensation) include the Owner, Architect, Construction Manager, General Contractor, and the architects, directors, officers, representatives, agents, and employees of such parties as additional insureds and Contractors' policies shall be primary over any insurance or self-insurance program of any such party. Contractor shall ensure that its subcontractors, at a minimum carry insurance equivalent to the coverages set forth below. The insurance required shall be written for not less than any limits of liability stated in this Contract, in the Contract Documents or as required by law, whichever is greater. Contractor's liability is not limited to the minimum amounts of insurance coverage required. The Contractor is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims in excess of the specified minimum insurance. Where special or unusual hazards peculiar to this project are foreseeable, the Contractor shall take such steps as are necessary to insure it against such hazards.

If Contractor has any self-insured retention or deductible under any of the following minimum required coverages, Contractor must identify on the Certificate of Insurance the nature and amount of such self-insured retention or deductible and provide satisfactory evidence of financial responsibility for such obligations. All deductibles and self-insured retentions will be Contractor's sole responsibility.

Commercial General Liability: Contractor will maintain commercial general liability insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for personal injury, bodily injury, and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

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A. Minimum limits:
   a. $1,000,000 each occurrence
   b. $1,000,000 personal & adv injury
   c. $2,000,000 general aggregate
   d. $2,000,000 products and completed operations aggregate

B. Coverages:
   a. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
   b. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
   c. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
   d. They policy shall provide for severability of interests.
   e. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
   f. The general aggregate shall apply on a "per project" basis.
   g. The policy shall provide for a specific waiver of subrogation in favor of the additional insured parties.
   h. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
   i. The policy shall be written to provide coverage on a primary and non-contributory basis.

Automobile Liability: Contractor will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

A. Minimum Limits: $1,000,000 combined single limit each accident

B. Coverages:
   a. Additional insured endorsement
   b. Specific waiver of subrogation
   c. Contractual liability

Workers' Compensation: Contractor will maintain workers' compensation and employer's liability insurance as required by Alaska State Workers' Compensation Act Statutes.

A. Minimum Limits:
   a. Workers' compensation – statutory limit
   b. Employer's liability:

i. $1,000,000 bodily injury for each accident
ii. $1,000,000 bodily injury by disease for each employee
iii. $1,000,000 bodily injury disease aggregate

B. Coverages:
   a. The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under the Contractor's General Liability policy and include USL&H.

C. Notice to "Out of State" Contractors:
   a. A Certificate of Insurance for Alaska Worker's Compensation, or an "other states" endorsement on your home state Worker's Compensation policy, is required prior to execution of a Contract or commencement of any contract performance, if any in-state visits or Work is required or anticipated.

Umbrella/Excess Liability: Contractor will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying polices. The amounts of insurance required above may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified above when added to the limit specified in this paragraph.

A. Minimum limits: $5,000,000 combined single limit and aggregate limit

B. Coverages:
   a. Coverage must be provided for those parties required to be named additional insured on the General Liability policy on a follow-form basis.
   b. Pay on behalf of wording
   c. Concurrency of effective dates with primary
   d. Blanket contractual liability
   e. Punitive damages coverage (where not prohibited by law)
   f. Aggregates: apply where applicable in primary
   g. Drop down feature

Pollution Liability: Contractor will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of Contractor's services in relation to the Project as follows:

A. Minimum Limits:$2,000,000 each occurrence/$4,000,000 aggregate

B. Coverages:
   a. Contractual Liability

b. Personal Injury
c. Bodily Injury
d. Property Damage
e. Contractor named Loss Payee
f. Primary and noncontributory coverage

Property Insurance: The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work.

Professional Liability: When the Contractor's work includes the provision of professional services, Contractor will purchase professional liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of the Contractor's services in relation to the Project as follows:

A. Minimum Limits: $2,000,000 each occurrence/$4,000,000 aggregate
B. Coverages:
    a. Contractual Liability
    b. Personal Injury
    c. Bodily Injury
    d. Property Damage
    e. Contractor named Loss Payee
    f. Primary and noncontributory coverage

Federal Longshoremen and Harbor Workers Statutory Compensation Act and the Federal Maritime Liability Law (Jones Act):

C. Minimum coverage: $1,000,000

Waivers of Subrogation. The Contractor waives all rights against the Owner and any of its subcontractors, sub-subcontractors, agents, employees, the City of Valdez, the Architect, Owner's Engineer, Owner's Representative, and all tiers of contractors or consultants engaged by them; for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the Contractor may have to proceeds of any insurance held by the Owner as fiduciary, if any. The Contractor shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of

the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in property damaged.

Duration of Coverage. All required coverages will be maintained without interruption during the entire term of this Contract plus an additional two (2) years on products. Completed operation coverage will extend beyond final acceptance of the Project by the Owner and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.

Notice of Cancellation Required insurance policies shall contain an endorsement requiring the insurance carrier to provide 30 days advance written notice to the Owner prior to any change in or cancellation of any policy required herein. Should any coverage expire prior to completion of Work, proof of renewal of said policy shall be provided to Owner at least Thirty (30) days prior to expiration date of the policy.

The City of Valdez and R&M Consultants, Inc. shall be named as "Additional Insured", there shall be a waiver of subrogation under all liability coverage listed in the General Conditions, and the Contractor shall show proof of insurance.

SP 23 Measurement and Payment (10.07)

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 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 be subject to set-off pursuant to the provisions of the Valdez City Code." Such contracts include, but are not limited to, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer's deposits.

City of Valdez
Special Provisions

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

SP 24 Payment for Time and Material (10.07.3)

Replace the first paragraph in Allowances with following:

In addition to the direct costs of labor and material incurred by the Contractor and/or Subcontractor, the Contractor shall be entitled to an allowance for profit and overhead (OH&P). For authorized extra work performed with total value of $40,000 or less, the allowance of OH&P shall be twenty-five percent (25%) of direct costs. For authorized extra work performed with total value more than $40,000 but less than $100,000, the allowance for OH&P shall be 20% of direct costs. For authorized extra work performed with total value of $100,000 or more, the allowance of OH&P shall be fifteen percent (15%) of direct costs. This allowance does not apply to owned or rented equipment.

SP 25 Progress Payments (10.07.5)

Add the following:

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

SP 26 Final Payments (10.07.7)

Add the following:

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

SP 27 Special Site Conditions

The City has made available, for the convenience of the Contractor, areas near the job site to be used as staging areas. Prior to bidding, the Contractor shall make his/her own assessment as to adequacy of the designated area(s) and make his/her own arrangements for any additional areas

and facilities needed for storage of materials, supplies and equipment, parking and other activities. Power, phone, internet, snow removal, security, and fencing for the provided staging area shall be the sole responsibility of the Contractor. The Contractor shall hold the City harmless from all claims or complaints arising from the use of such areas. Public streets in or outside this project shall not be used for any storage activities (equipment and materials) and/or exclusive vehicle parking without prior written approval from the Owner's Representative.

GCI owns a fiber optic cable that runs along South Harbor Drive and on the SERVS property west of the project, where it transitions to a submarine cable that runs just west of the west breakwater. This cable services a large portion of the State of Alaska. Particular attention shall be made to protect this cable and other underground telecommunications cables from the effects of rock blasting and heavy truck traffic in unpaved areas.

Photograph of the site from Phase 1 substantial completion, shown in Photo 1, shows three material stockpiles in the uplands area. The City is in the process of coordinating with the USACE regarding use and/or access in the uplands area during 2017 harbor breakwater construction. Coordination for any Phase 2 construction activities in the uplands may be required. See SP 31 Coordination for contact information.

The following special schedule condition is hereby included in the Contract Documents:

1. No *in-water* work shall begin until after January 1, 2018.

City of Valdez
Special Provisions

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

Photo 1. View east of site, October 2016.

SP 28 Owner Furnished Materials

There are unclassified shot rock materials available for use on this project, as needed to build temporary blast pads, for landscape boulders and/or for processing and other use on the project at the Contractor's option. Any materials used on the project must be confirmed to meet project specifications. Materials available for use are stockpiled at the Sea Otter parcel, located at the west end of South Harbor Drive, about 0.5 mile west of the project, shown in Photo 2. An approximate layout of material stockpiles, including approximate volume and type is included in the Sea Otter Parcel Stockpile Drawing attached to these Special Provisions. There are no guarantees as to the available stockpile volumes or material suitability for use on the project. The Contractor shall make his own assessments prior to bidding. Note that some stockpiles in this area are not available for the Phase 2 Contractor's use, as noted on the drawing.

City of Valdez
Special Provisions

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

Photo 2. View south of stockpile areas at Sea Otter Parcel. This area has been graded and stockpiles consolidated somewhat since this photo was taken. Containment area (circled in yellow) has been removed. Scales have been removed and nearby stockpile (circled in red) will be removed in Spring 2017.

SP 29 Site Preservation, Restoration, Cleanup and Environmental Reporting

Contractor shall be solely responsible for damage to public or private property caused by construction operations. 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.

Contractor shall exercise diligence and all reasonable effort to minimize or eliminate the generation of hazardous waste in the performance of the Work of this Contract. Unless there is no substitute, hazardous material shall not be used in the performance of the Work. The Contractor shall take all appropriate precaution to avoid the release of petroleum based or other hazardous materials into the environment and will be held responsible for any such releases.

All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as to the City. Contractors shall be responsible for all fines and associated cleanup costs.

Contractor shall keep the site clean and orderly at all times during the contract period. Upon completion of the Work, the Contractor shall repair all damage caused by equipment and leave the Project site free of rubbish and excess materials of any kind.

City of Valdez
Special Provisions

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
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Contractor shall comply with all documentation and reporting requirements specified in the project permits, notably including the Protected Species Observation report.

SP 30 Contractor Daily Reports

The Contractor's Authorized Representative shall complete a daily report describing the general conditions and activities at the site, including but not limited to: Weather; tides; wave conditions; number of workers and description of activities for general contractor, subcontractor and specialty/subcontractors; testing and inspections; instructions, extra work, or additional testing from Engineer or Owner representatives; remarks about site visitors, preconstruction conferences, new work activities, special site meetings, exceptions to anticipated progress; site surveys, as-built entries. Legible PDF copy of Contractor's report accompanied by subcontractor's reports, with sufficient color photographs to document the relevant activities and progress for that day, shall be posted to *Submittal Exchange* and a hardcopy submitted to the Owner's Representative before noon on the following work day.

SP 31 Periodic Construction Coordination Meetings

Owner's representative will conduct meetings at weekly intervals, unless changed by mutual agreement, to review progress and coordinate future activities.

Attendees: Representatives of Owner, Engineer, and Contractor shall attend. Subcontractors, suppliers, and others concerned with current progress or involved in planning, coordination, or performance of future activities may be represented at these meetings. Participants shall be familiar with Project and authorized to conclude matters relating to the Work.

Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Topics may include: Contractor's Construction Schedule Weekly update, review present and future needs of each entity present, coordination/interface requirements, sequence of operations, status of submittals, deliveries, traffic control, site utilization, temporary facilities and controls, status of RFIs, status of proposal requests, pending changes, status of change orders, and payment requests.

SP 32 Coordination

Coordination may be required to ensure public access and use of portions of the site and/or adjacent facilities and areas as well as for use of completed or uncompleted portions of the work. The Contractor will closely coordinate all work with the Owner's Representative, Engineer, and the City's Project Manager. The work will be scheduled and performed in a manner that

City of Valdez
Special Provisions

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283

minimizes disruption to vessel traffic and allows access and use of the nearby waterfront facilities. The following list of primary contacts may be needed for Coordination purposes:

Owner's Representative:

- To Be Determined and announced at Pre-Construction Conference

City Capital Facilities Director/City Engineer (City Project Manager):

- Jason Miles, PE (907) 835-5478 ext. 1

Engineer (R&M Consultants, Inc.):

- Kim Nielsen, PE (907) 646-9602

City Port and Harbor Director:

- Jeremy Talbott (907) 835-4564

City Harbormaster:

- Sarah VonBargen (907) 835-4981

USACE Project Construction Administrator:

- Katie Archer (907) 229-8633
- Ronnie Barcak (907) 753-5755

Copper Valley Electric Association (CVEA):

- John Schenck (907) 835-7019

USCG Marine Safety Unit, Valdez:

- Nick Johnston (907) 835-7265

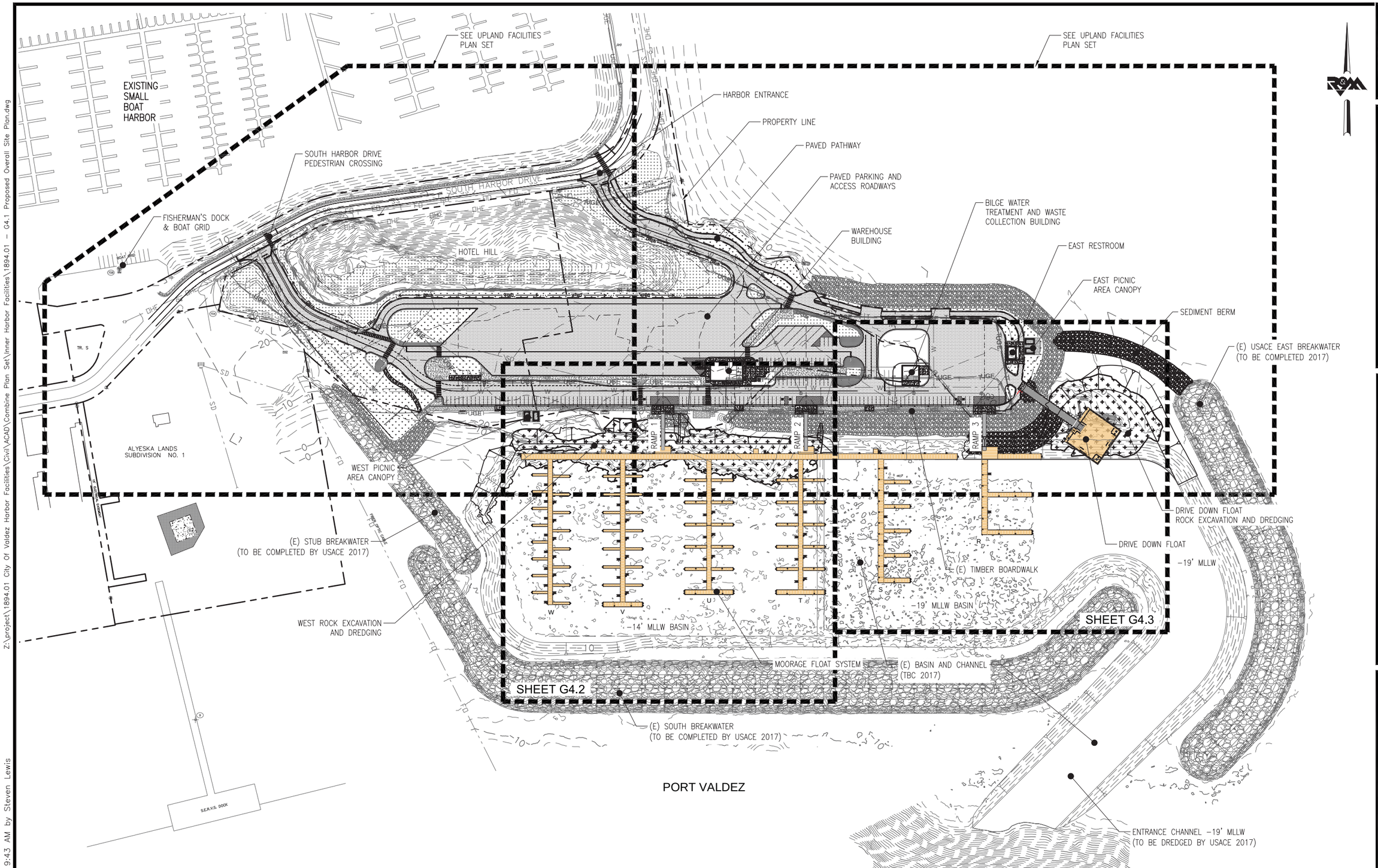
Peter Pan Seafoods:

- Gary Johnson, Valdez Plant Manager, garyj@ppsf.com, (907) 835-2080.

Silver Bay Seafoods:

- Rocky Caldero, Valdez Plant Manager, rocky.caldero@silverbayseafoods.com, (907) 831-6061

SP Attachment: Sea Otter Parcel Stockpile Drawings



1 **PROPOSED OVERALL SITE PLAN**

Scale: 1"=100'

INCLUDES BOTH "UPLANDS FACILITIES" AND "INNER HARBOR FACILITIES" PLANS.

STATE OF ALASKA 49TH
John Daley
SE 14151
3/8/2017
Registered Professional Engineer

R&M CONSULTANTS, INC.
9101 Vanguard Drive
Anchorage, Alaska 99507
rmconsult.com• email@rmconsult.com
phone: 907.522.1707 • fax: 907.522.3403
CORPORATE AUTHORIZATION NUMBER AECC111

City of Valdez
NEW HARBOR DEVELOPMENT
INNER HARBOR FACILITIES

CITY OF VALDEZ, ALASKA • GATEWAY TO THE INTERIOR

No.	Description	Date

Drawn By: SL
Checked By: KN/JD
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: PROPOSED OVERALL SITE PLAN

SHEET NO: 10 OF 131

G4.1

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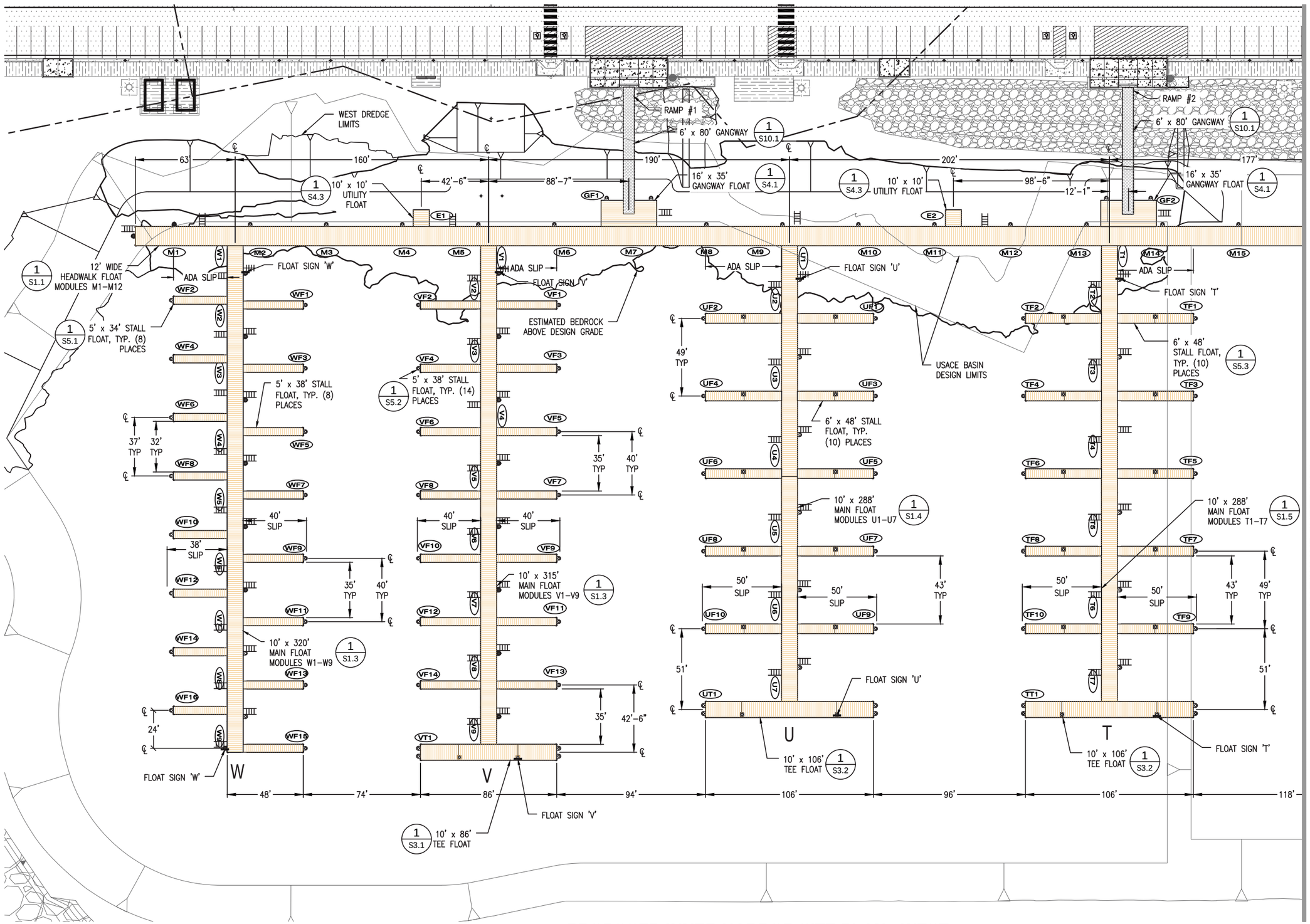

1 PROPOSED INNER HARBOR SITE PLAN - WEST

Scale: 1"=30'

0 30 60 FEET

LEGEND
XX FLOAT MODULE

STATE OF ALASKA 49TH
John Daley
SE 14151
3/8/2017
Registered Professional Engineer

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Anchorage, Alaska 99507
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City of Valdez
NEW HARBOR DEVELOPMENT
INNER HARBOR FACILITIES

CITY OF VALDEZ, ALASKA • INTERIOR • GATEWAY TO THE

No.	Description	Date

Drawn By: SL
Checked By: KN/JD
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: PROPOSED INNER HARBOR SITE PLAN - WEST

SHEET NO: 11 OF 131

G4.2

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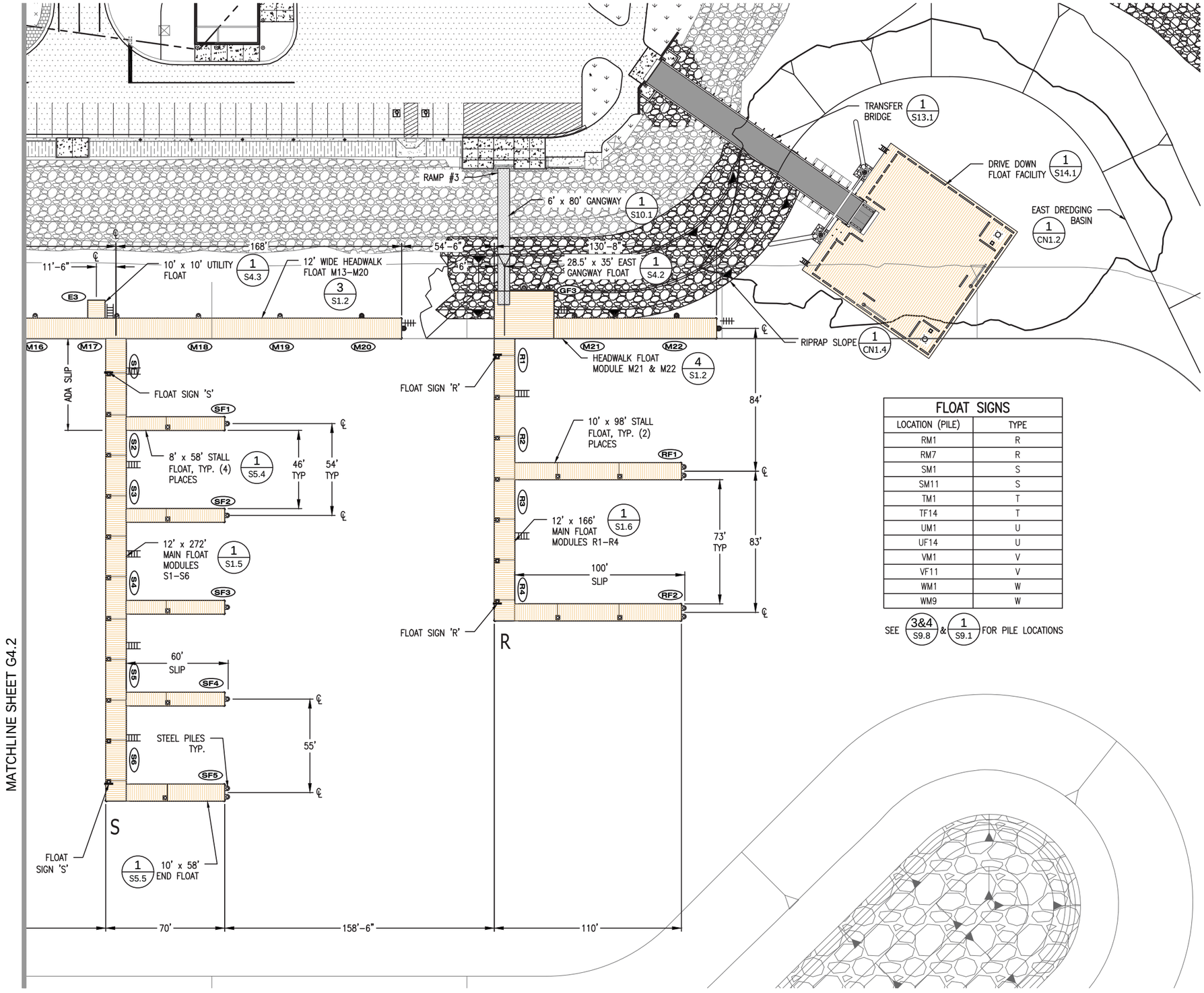

FLOAT SIGNS	
LOCATION (PILE)	TYPE
RM1	R
RM7	R
SM1	S
SM11	S
TM1	T
TF14	T
UM1	U
UF14	U
VM1	V
VF11	V
WM1	W
WM9	W

SEE 3&4 S9.8 & 1 S9.1 FOR PILE LOCATIONS

1 PROPOSED INNER HARBOR SITE PLAN - EAST

Scale: 1"=30'

0 30 60 FEET

LEGEND
(xx) FLOAT MODULE

STATE OF ALASKA 49TH John Daley SE 14151 3/8/2017 Registered Professional Engineer

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City of Valdez
NEW HARBOR DEVELOPMENT
INNER HARBOR FACILITIES

CITY OF VALDEZ, ALASKA • GATEWAY TO THE INTERIOR •

No.	Description	Date

Drawn By: SL
Checked By: KN/JD
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: PROPOSED INNER HARBOR SITE PLAN - EAST
SHEET NO: 12 OF 131
G4.3

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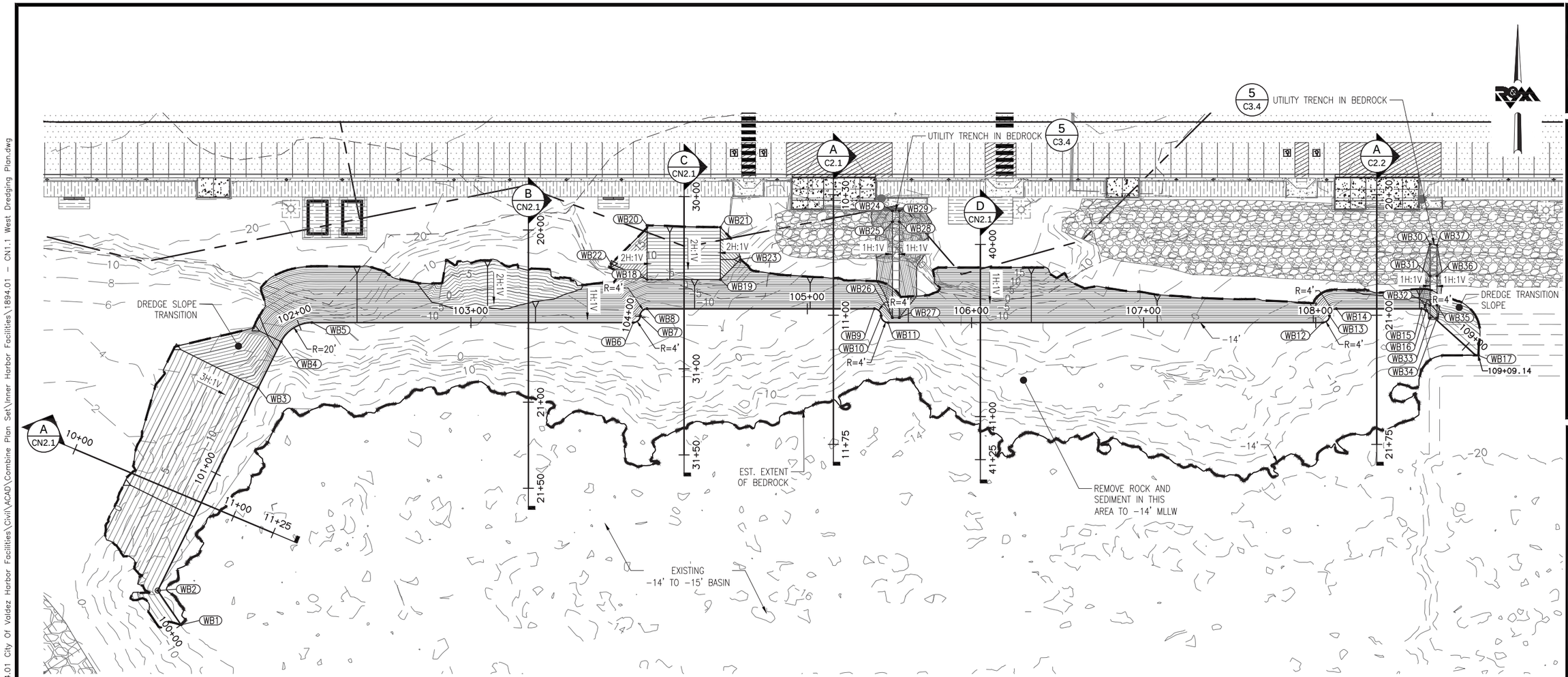

1 WEST DREDGING PLAN

Scale: 1" = 30'

0 30 60
FEET

SHEET NOTES:

1. DREDGE SLOPES:
   1.1. SIDE SLOPE 1H:1V IN BEDROCK, UNO.
   1.2. 3H:1V SLOPES IN SEDIMENT.
   1.3. 2H:1V SLOPES IN SEDIMENT ABOVE BEDROCK CUT SLOPES.
2. OFFSHORE DISPOSAL SITE SHOWN ON CN1.2.
3. UTILITY TRENCH SIDE SLOPES IN BEDROCK SHOWN 1H:1V. EXCAVATE TRENCH SLOPES AS NECESSARY FOR SLOPE STABILITY AND TO MAINTAIN A CLEAN TRENCH FLOOR.
4. 1H:1V CUT IS SHOWN ONLY AS DESIGN GRADE WITH NO ROCK EXTENDING ABOVE THE LIMITS SHOWN. THE CONTRACTOR SHALL EXCAVATE SLOPES WITH BENCHES OR AS OTHERWISE NECESSARY FOR SLOPE STABILITY.

WEST BASIN COORDINATES TABLE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
WB1	2602807.23	1580305.66	-14.00	PI, 3H:1V
WB2	2602827.14	1580292.14	-14.00	PI, 3H:1V
WB3	2602944.78	1580350.47	-14.00	END 3H:1V, BEGIN TRAN
WB4	2602971.65	1580363.79	-14.00	END TRAN, BEGIN 1H:1V
WB5	2602982.77	1580381.71	-14.00	PC/PT
WB6	2602982.77	1580568.47	-14.00	PC/PT
WB7	2602986.77	1580572.47	-14.00	PC/PT
WB8	2602990.77	1580576.47	-14.00	PC/PT
WB9	2602990.77	1580708.47	-14.00	PC/PT
WB10	2602986.77	1580712.47	-14.00	PC/PT
WB11	2602982.77	1580716.47	-14.00	PC/PT
WB12	2602982.77	1580968.96	-14.00	PC/PT
WB13	2602986.77	1580972.96	-14.00	PC/PT
WB14	2602990.77	1580976.96	-14.00	PC/PT
WB15	2602990.77	1581026.43	-14.00	PC/PT, BEGIN TRAN
WB16	2602989.74	1581029.10	-14.00	PC/PT
WB17	2602963.77	1581059.50	-14.00	PI, 3H:1V
WB18	2603007.77	1580576.47	3.00	GB
WB19	2603007.77	1580619.07	3.00	GB

WEST BASIN COORDINATES TABLE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
WB20	2603039.17	1580576.47	18.00	ME
WB21	2603038.13	1580619.07	18.00	ME
WB22	2603016.91	1580555.60	18.00	ME
WB23	2603019.43	1580630.73	14.00	ME
WB24	2603047.61	1580719.02	3.58	UT
WB25	2603041.29	1580719.02	-0.67	UT
WB26	2602985.63	1580719.02	-11.16	UT
WB27	2602985.61	1580723.02	-11.16	UT
WB28	2603041.29	1580723.02	-0.67	UT
WB29	2603047.61	1580723.02	3.58	UT
WB30	2603028.27	1581031.48	-4.15	UT
WB31	2603009.77	1581031.48	-11.23	UT
WB32	2602992.81	1581031.48	-15.00	UT
WB33	2602985.57	1581031.48	-15.00	UT
WB34	2602985.60	1581035.49	-14.99	UT
WB35	2602992.81	1581035.48	-15.00	UT
WB36	2603009.77	1581035.48	-11.23	UT
WB37	2603027.74	1581035.48	-4.36	UT

GB: GRADE BREAK
ME: MATCH EXISTING
PC: POINT OF CURVATURE
PI: POINT OF TANGENCY
TRAN: TRANSITION
UT: UTILITY TRENCH

ESTIMATE OF QUANTITIES - WEST AREA

DESCRIPTION	SEDIMENT (CY)	BEDROCK (CY)
DREDGE	3,900	17,200
OVER DREDGE (1 FT)	1,000	4,100
TOTAL	26,200 CY	

STATE OF ALASKA 49TH
John Daley
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CORPORATE AUTHORIZATION NUMBER AECC111

City of Valdez
NEW HARBOR DEVELOPMENT
INNER HARBOR FACILITIES

No.	Description	Date

Drawn By: SL
Checked By: KN/JD
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: WEST DREDGING PLAN
SHEET NO: 13 OF 131
CN1.1

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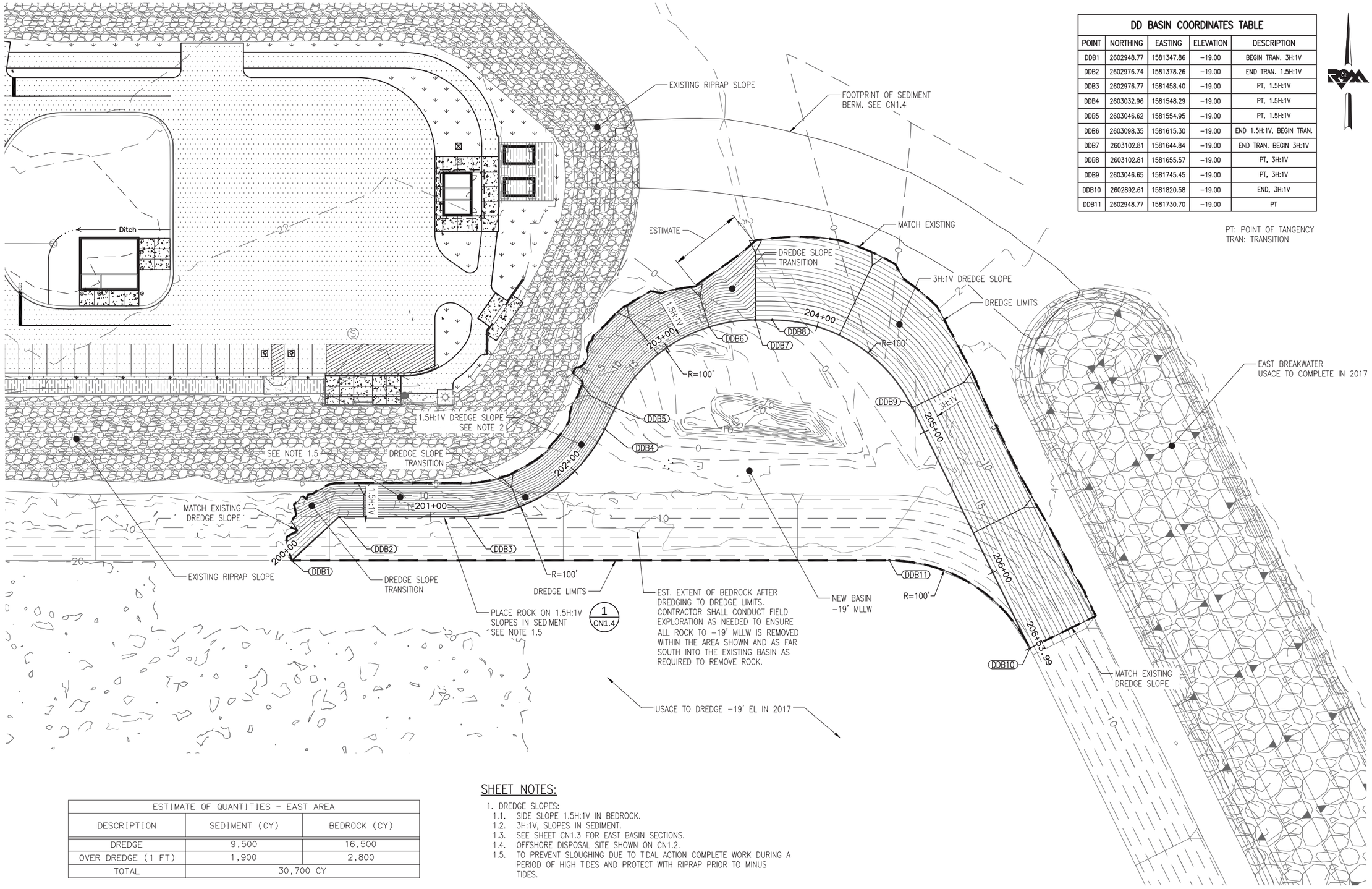

DD BASIN COORDINATES TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
DDB1	2602948.77	1581347.86	-19.00	BEGIN TRAN. 3H:1V
DDB2	2602976.74	1581378.26	-19.00	END TRAN. 1.5H:1V
DDB3	2602976.77	1581458.40	-19.00	PT, 1.5H:1V
DDB4	2603032.96	1581548.29	-19.00	PT, 1.5H:1V
DDB5	2603046.62	1581554.95	-19.00	PT, 1.5H:1V
DDB6	2603098.35	1581615.30	-19.00	END 1.5H:1V, BEGIN TRAN.
DDB7	2603102.81	1581644.84	-19.00	END TRAN. BEGIN 3H:1V
DDB8	2603102.81	1581655.57	-19.00	PT, 3H:1V
DDB9	2603046.65	1581745.45	-19.00	PT, 3H:1V
DDB10	2602892.61	1581820.58	-19.00	END, 3H:1V
DDB11	2602948.77	1581730.70	-19.00	PT

PT: POINT OF TANGENCY
TRAN: TRANSITION

ESTIMATE OF QUANTITIES - EAST AREA		
DESCRIPTION	SEDIMENT (CY)	BEDROCK (CY)
DREDGE	9,500	16,500
OVER DREDGE (1 FT)	1,900	2,800
TOTAL	30,700 CY	

SHEET NOTES:

1. DREDGE SLOPES:
   - 1.1. SIDE SLOPE 1.5H:1V IN BEDROCK.
   - 1.2. 3H:1V, SLOPES IN SEDIMENT.
   - 1.3. SEE SHEET CN1.3 FOR EAST BASIN SECTIONS.
   - 1.4. OFFSHORE DISPOSAL SITE SHOWN ON CN1.2.
   - 1.5. TO PREVENT SLOUGHING DUE TO TIDAL ACTION COMPLETE WORK DURING A PERIOD OF HIGH TIDES AND PROTECT WITH RIPRAP PRIOR TO MINUS TIDES.

1 EAST DREDGING PLAN

Scale: 1" = 30'

0 30 60
FEET

STATE OF ALASKA 49TH
John Daley
SE 14151
3/8/2017
Registered Professional Engineer

R&M CONSULTANTS, INC.
9101 Vanguard Drive
Anchorage, Alaska 99507
rmconsult.com• email@rmconsult.com
phone: 907.522.1707 • fax: 907.522.3403
CORPORATE AUTHORIZATION NUMBER AECC111

City of Valdez
NEW HARBOR DEVELOPMENT
INNER HARBOR FACILITIES

CITY OF VALDEZ, ALASKA • GATEWAY TO THE INTERIOR •

No.	Description	Date

Drawn By: SL
Checked By: KN/JD
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: EAST DREDGING PLAN
SHEET NO: 14 OF 131
CN1.2

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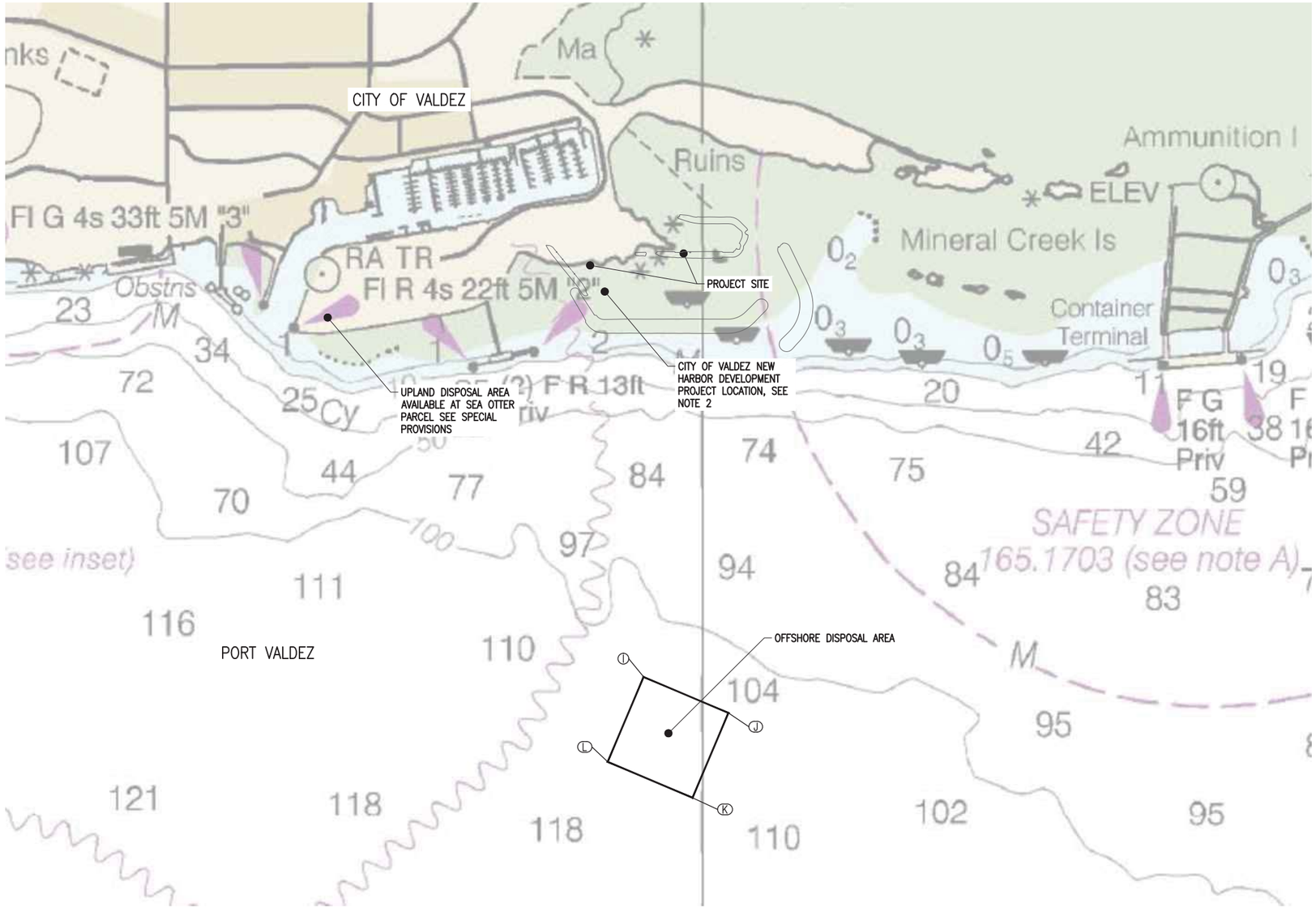
Plotted 3/9/2017 9:51 AM by Steven Lewis



1 OFFSHORE DISPOSAL AREA SITE PLAN

Scale: 1" = 500'

0 500 1,000
FEET

NOTES:

1. ALL DREDGED MATERIAL DESIGNATED FOR OFFSHORE DISPOSAL SHALL BE RELEASED WITHIN THE DEFINED DISPOSAL AREA.
2. ANY UPLAND DISPOSAL SHALL BE COORDINATED WITH THE CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEWATERING REQUIREMENTS AND PERMITS FOR UPLAND DISPOSAL.
3. IMAGE SOURCE NOAA CHART 16707 WITH SOUNDINGS SHOWN IN FATHOMS. IMAGE IS NOT GEOREFERENCED DO NOT USE FOR NAVIGATION OR CONSTRUCTION.
4. DISPOSAL AREA WILL BE IN USE STARTING SPRING 2016 THRU END OF 2017 BY WESTERN MARINE CONSTRUCTION, INC. AS PART OF CITY OF VALDEZ NEW HARBOR DEVELOPMENT PROJECT UNDER USACE CONTRACT. COORDINATION MAY BE REQUIRED FOR WORK PERFORMED DURING THIS TIME PERIOD.

DISPOSAL AREA LIMITS

POINT	NORTHING	EASTING
I	2599592.26	1580719.92
J	2599299.21	1581410.30
K	2598608.84	1581117.25
L	2598901.88	1580426.87

STATE OF ALASKA 49TH
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City of Valdez
NEW HARBOR DEVELOPMENT
INNER HARBOR FACILITIES

CITY OF VALDEZ, ALASKA • GATEWAY TO THE INTERIOR •

No.	Description	Date

Drawn By: SL
Checked By: KN/JD
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: OFFSHORE DISPOSAL AREA SITE PLAN
SHEET NO: 15 OF 131
CN1.3

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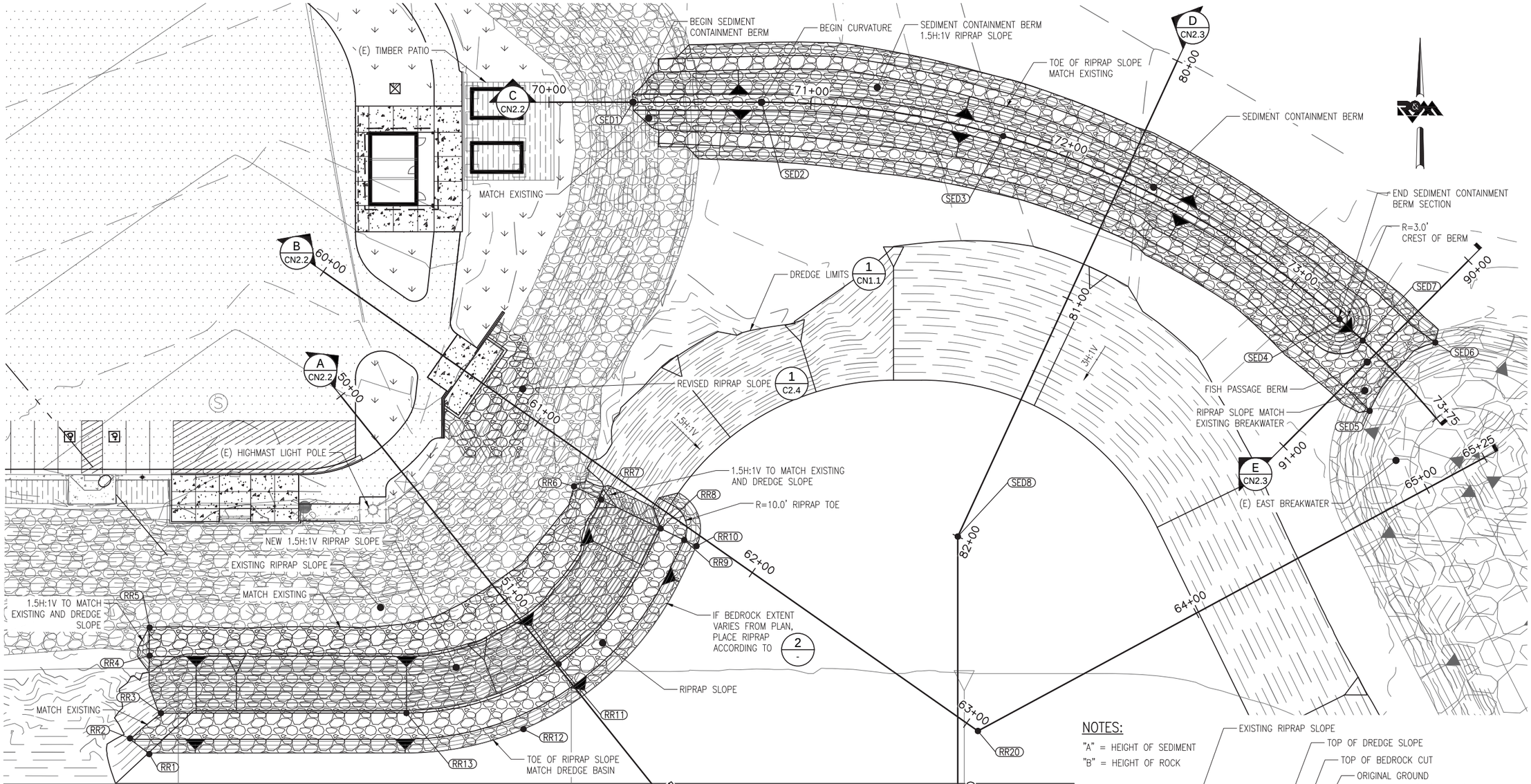


RIP RAP COORDINATES TABLE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
RR1	2602960.08	1581360.71	−19.00	TOE OF RIPRAP, BEGIN
RR2	2602966.08	1581353.36	−15.35	TOP OF RIPRAP SLOPE, END
RR3	2602975.69	1581365.18	−15.50	TOE OF RIPRAP, BEGIN
RR4	2602997.67	1581360.89	−1.14	TOP OF RIPRAP, END
RR5	2603008.38	1581360.87	−2.13	TOP OF RIPRAP SLOPE, BEGIN
RR6	2603062.27	1581522.85	−0.61	TOP OF RIPRAP SLOPE, BEGIN
RR7	2603057.21	1581533.24	1.31	TOP OF RIPRAP SLOPE, END
RR8	2603046.16	1581555.91	−15.50	CENTER PT RAD
RR9	2603041.78	1581564.89	−15.50	TOP OF RIPRAP
RR10	2603039.48	1581569.61	−19.00	TOE OF RIPRAP
RR11	2602994.43	1581516.99	−15.50	PT
RR12	2602969.60	1581503.58	−19.00	TOE OF RIPRAP SLOPE, BEGIN
RR13	2602975.71	1581458.91	−15.50	PC
RR20	2602968.87	1581677.03	−19.00	RR

SEDIMENT BERM COORDINATES TABLE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
SED1	2603208.93	1581545.40	8.20	BEGIN SEDIMENT BERM
SED2	2603208.93	1581594.50	8.36	BEGIN CURVATURE
SED3	2603196.00	1581686.68	9.00	GB
SED4	2603126.05	1581815.10	6.70	END SEDIMENT BERM
SED5	2603091.10	1581826.59	0.31	FISH PASS
SED6	2603117.16	1581851.63	0.01	FISH PASS
SED7	2603117.94	1581823.96	0.77	FISH PASS
SED8	2603043.12	1581669.36	−19.00	GB

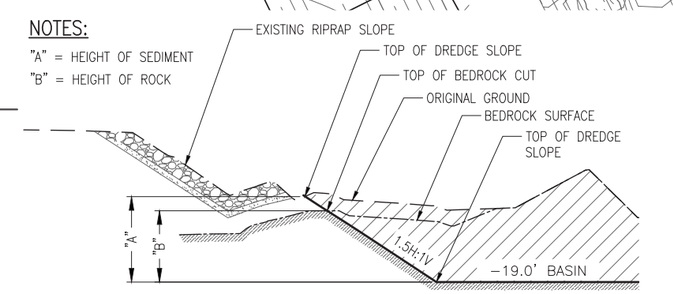
FS: FISH PASS
GB: GRADE BREAK
HK: HOUSEKEEPING PAD
PC: POINT OF CURVATURE
PT: POINT OF TANGENCY
RR: RIP RAP

1 DRIVE DOWN BASIN SEDIMENT CONTAINMENT BERM AND SLOPE PROTECTION PLAN

Scale: 1" = 20'

NOTES:

"A" = HEIGHT OF SEDIMENT
"B" = HEIGHT OF ROCK



2 TYPICAL RIPRAP TO DREDGE SLOPE

1.5H:1V SLOPE

Scale: 1" = 30'

SHEET NOTES:

1. RIPRAP SLOPE PROTECTION (THIS IS APPLICABLE BETWEEN POINTS DDB2 AND DDB5):
   1.1. IF SLOPE HEIGHT 'B' IS GREATER THAN 90% OF 'A' (B > 0.9xA) RIPRAP SLOPE PROTECTION NOT REQUIRED.
   1.2. IF SLOPE HEIGHT 'B' IS LESS THAN 90% OF 'A' (B <= 0.9xA) DREDGE SLOPE SHALL BE PROTECTED WITH RIPRAP SLOPE SECTION.

STATE OF ALASKA 49TH
John Daley
SE 14151
3/8/2017
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CORPORATE AUTHORIZATION NUMBER AECC111

City of Valdez
NEW HARBOR DEVELOPMENT
INNER HARBOR FACILITIES

No.	Description	Date

Drawn By: SL
Checked By: KN/JD
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: DD BASIN SEDIMENT CONTAINMENT BERM AND SLOPE PROTECTION PLAN
SHEET NO: 16 OF 131
CN1.4

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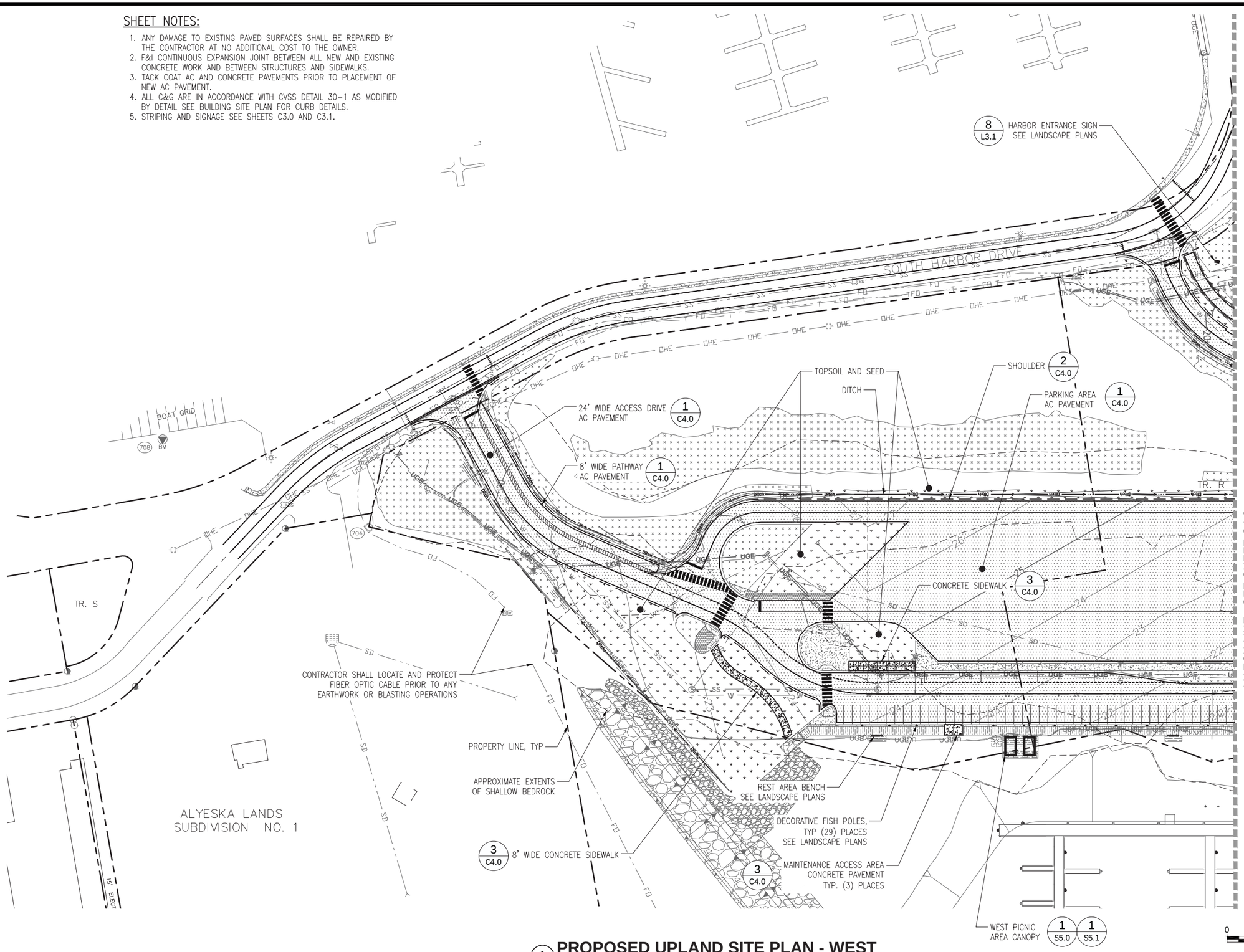
Plotted 3/9/2017 9:55 AM by Steven Lewis

SHEET NOTES:

1. ANY DAMAGE TO EXISTING PAVED SURFACES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
2. F&I CONTINUOUS EXPANSION JOINT BETWEEN ALL NEW AND EXISTING CONCRETE WORK AND BETWEEN STRUCTURES AND SIDEWALKS.
3. TACK COAT AC AND CONCRETE PAVEMENTS PRIOR TO PLACEMENT OF NEW AC PAVEMENT.
4. ALL C&G ARE IN ACCORDANCE WITH CVSS DETAIL 30-1 AS MODIFIED BY DETAIL SEE BUILDING SITE PLAN FOR CURB DETAILS.
5. STRIPING AND SIGNAGE SEE SHEETS C3.0 AND C3.1.



1 **PROPOSED UPLAND SITE PLAN - WEST**

Scale: 1"=50'

STATE OF ALASKA 49TH Kimberly Nielsen CE 11142 3/8/2017 Registered Professional Engineer

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CORPORATE AUTHORIZATION NUMBER AECC111

City of Valdez

NEW HARBOR DEVELOPMENT
UPLAND FACILITIES

CITY OF VALDEZ, ALASKA • GATEWAY TO THE INTERIOR •

No.	Description	Date

Drawn By: SL
Checked By: KN
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: PROPOSED UPLAND FACILITIES SITE PLAN - WEST

SHEET NO: 7 OF 103

G4.1

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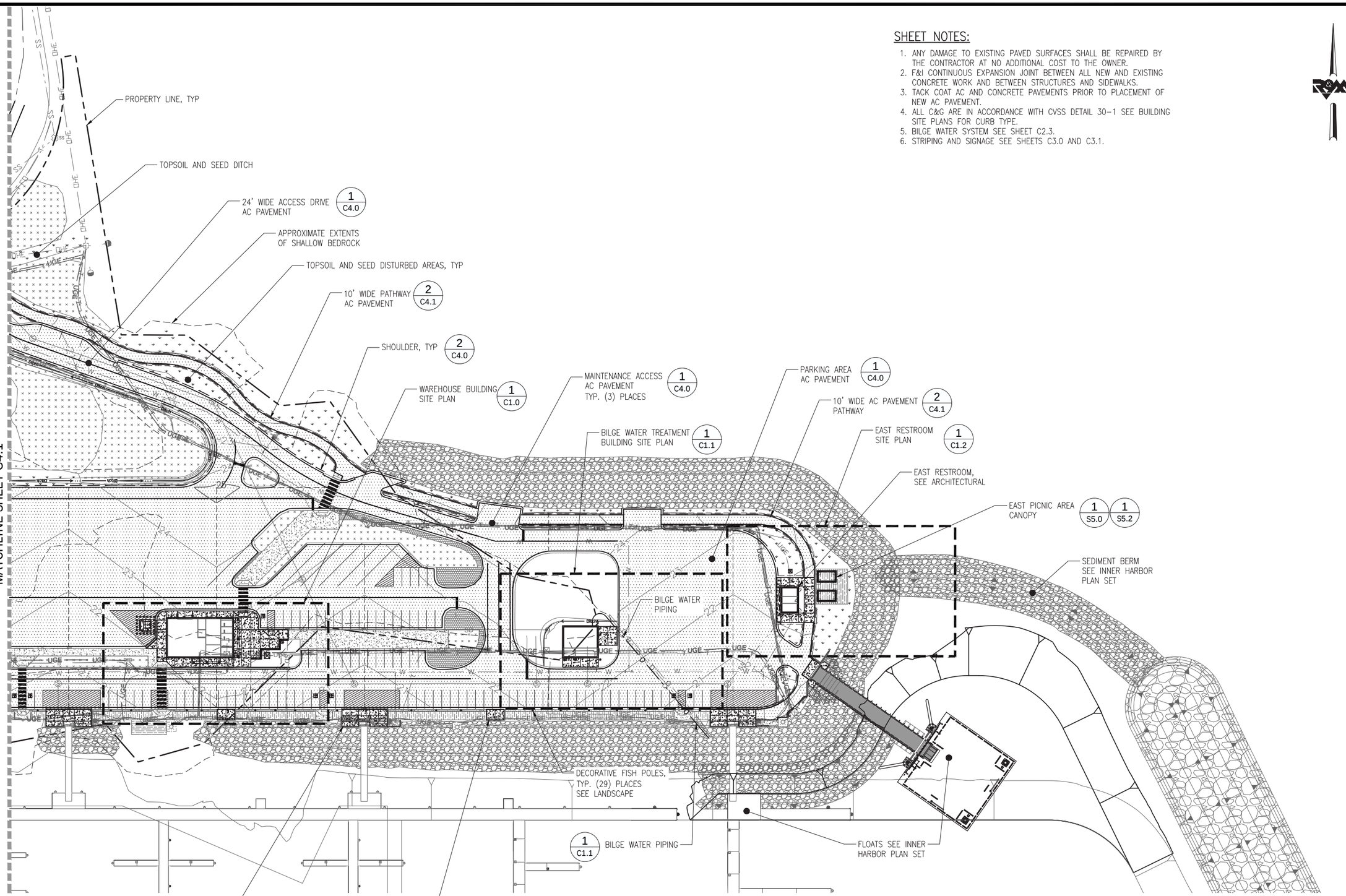
Plotted 3/8/2017 4:00 PM by Patrick Hewlett

SHEET NOTES:

1. ANY DAMAGE TO EXISTING PAVED SURFACES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
2. F&I CONTINUOUS EXPANSION JOINT BETWEEN ALL NEW AND EXISTING CONCRETE WORK AND BETWEEN STRUCTURES AND SIDEWALKS.
3. TACK COAT AC AND CONCRETE PAVEMENTS PRIOR TO PLACEMENT OF NEW AC PAVEMENT.
4. ALL C&G ARE IN ACCORDANCE WITH CVSS DETAIL 30-1 SEE BUILDING SITE PLANS FOR CURB TYPE.
5. BILGE WATER SYSTEM SEE SHEET C2.3.
6. STRIPING AND SIGNAGE SEE SHEETS C3.0 AND C3.1.



1 **PROPOSED UPLAND SITE PLAN - EAST**

Scale: 1"=50'

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CORPORATE AUTHORIZATION NUMBER AECC111

STATE OF ALASKA 49TH Kimberly Nielsen CE 11142 3/8/2017 Registered Professional Engineer

City of Valdez
NEW HARBOR DEVELOPMENT
UPLAND FACILITIES

No.	Description	Date

Drawn By: SL
Checked By: KN
Date: MARCH 8, 2017
Phase: BID DOCUMENTS
Project No: 1894.01
SHEET TITLE: PROPOSED UPLAND FACILITIES SITE PLAN - EAST
SHEET NO: 8 OF 103
G4.2

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Plotted 3/8/2017 4:00 PM by Patrick Hewlett

Summary of Proposals Received

Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Contract No. 1283
Project No. 310-6450

Bid Opening
Date: April 14, 2017 at 2:00pm
Place: R & M Consultants, Inc. Anchorage Alaska

Bid Item	SPEC No.	Description	Quantity	Unit	Harris Sand & Gravel, Inc Unit Price	Harris Sand & Gravel, Inc Total	Western Marine Construction Unit Price	Western Marine Construction Total	Turnagain Marine Construction Unit Price	Turnagain Marine Construction Total	Pacific Pile & Marine Unit Price	Pacific Pile & Marine Total	Engineer Estimate Unit Price	Engineer Estimate Total	Unit Price	Total
A-1	**01 22 00**	Warehouse Building	**1**	**LS**	N/A	$1,600,000.00		2,090,000.00		2,520,500.00		2,280,000.00		2,004,796.50		
A-2	**01 22 00**	Bildge Water Treatment Building	**1**	**LS**	N/A	$1,218,080.00		1,315,000.00		1,472,300.00		1,370,000.00		1,049,262.90		
A-3	**01 22 00**	East Restroom	**1**	**LS**	N/A	$573,718.00		620,000.00		498,400.00		464,000.00		474,563.25		
A-4	**01 22 00**	Landscaping	**1**	**LS**	N/A	$350,000.00		380,000.00		479,400.00		392,000.00		327,310.20		
A-5	**01 22 00**	Picnic Canopies	**1**	**LS**	N/A	$150,000.00		160,000.00		170,400.00		150,000.00		67,074.00		
A-6	**01 22 00**	Paving and Site Improvements	**1**	**LS**	N/A	$914,021.00		990,000.00		1,645,000.00		1,590,000.00		1,347,945.90		
		Total of Schedule A - Upland Facilities			4,805,819.00		5,555,000.00		6,786,000.00		6,246,000.00		5,270,952.75			
B-1	**10.09**	Mobilization and Demobilization	**1**	**LS**	N/A	$300,000.00		100,000.00		1,601,100.00		1,834,000.00		914,240.25		
B-2	**10.11**	Protected Species Observer (Pile Installation)	**1**	**LS**	N/A	$120,000.00		100,000.00		190,000.00		35,000.00		325,500.00		
B-3	**10.11**	Protected Species Observer (Blasting)	**1**	**LS**	N/A	$190,000.00		100,000.00		155,900.00		50,000.00		52,500.00		
B-4	**20.24**	Sediment Containment Berm	**1**	**LS**	N/A	$600,000.00		350,000.00		200,000.00		477,000.00		164,850.00		
B-5	**20.24**	Drive Down Basin Slope Protection	**1**	**LS**	N/A	$100,000.00		100,000.00		245,600.00		100,000.00		102,900.00		
B-6	**20.3**	Storm Water Pollution Prevention Plan	**1**	**LS**	N/A	$20,000.00		75,000.00		14,100.00		10,000.00		63,000.00		
B-7	**20.6**	Dredging and Disposal	**57,000**	**CY**	90.00	$5,130,000.00	90.00	5,130,000.00	96.00	5,472,000.00	54.00	3,078,000.00	77.70	4,428,900.00		
B-8	**30.11**	Concrete Pavement and Abutment Structures	**1**	**LS**	N/A	$241,850.00		175,000.00		86,100.00		140,000.00		63,000.00		
B-9	**50.19**	Float Sewer Pumpout System	**1**	**LS**	N/A	$98,000.00		120,000.00		181,900.00		168,176.40		120,750.00		

Summary of Proposals Received

							Project:	Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities										
		Bid Opening					Contract No.	1283										
Date:		April 14, 2017 at 2:00pm					Project No.	310-6450										
Place:		R & M Consultants, Inc. Anchorage Alaska			Harris Sand & Gravel, Inc		Western Marine Construction		Turnagain Marine Construction		Pacific Pile & Marine		Engineer Estimate					
B-10	50.2	Float Bilge Pumpout System	1	LS	N/A	$58,000.00		65,000.00		105,100.00		97,000.00		47,250.00				
B-11	60.19	Float Dry Standpipe Fire Suppression Systems	1	LS	N/A	$255,000.00		295,000.00		791,800.00		730,000.00		336,000.00				
B-12	60.21	Float Potable Water System	1	LS	N/A	$375,000.00		600,000.00		894,500.00		892,000.00		388,500.00				
B-13	65.01	Construction Surveying	1	LS	N/A	$235,000.00		100,000.00		96,100.00		145,000.00		52,500.00				
B-14	65.01	Dredge Surveying	1	LS	N/A	$40,000.00		100,000.00		128,100.00		212,000.00		105,000.00				
B-15	80.01	Drive Down Float Dock	1	LS	N/A	$2,800,000.00		2,800,000.00		3,085,000.00		2,247,000.00		2,152,500.00				
B-16	80.06	Transfer Bridge	1	LS	N/A	$1,100,000.00		1,050,000.00		1,056,500.00		1,109,000.00		1,365,000.00				
B-17	80.02	12-3/4" Dia Galv Steel Piles, Furnished	144	LF	80.00	$11,520.00	80.00	11,520.00	60.00	8,640.00	77.00	11,088.00	46.20	6,652.80				
B-18	80.02	12-3/4" Dia Galv Steel Piles, Socketed	3	EA	7,000.00	$21,000.00	10,000.00	30,000.00	10,800.00	32,400.00	5,950.00	17,850.00	7,350.00	22,050.00				
B-19	80.02	16" Dia Galv Steel Piles, Furnished	9,184	LF	90.00	$826,560.00	80.00	734,720.00	80.00	734,720.00	68.00	624,512.00	73.50	675,024.00				
B-20	80.02	16" Dia Galv Steel Piles, Driven	104	EA	2,000.00	$208,000.00	3,000.00	312,000.00	3,400.00	353,600.00	1,450.00	150,800.00	4,095.00	425,880.00				
B-21	80.02	16" and 18" Dia Galv Steel Piles, Socketed	47	EA	9,000.00	$423,000.00	10,000.00	470,000.00	8,600.00	404,200.00	7,700.00	361,900.00	7,455.00	350,385.00				
B-22	80.02	18" Dia Galv Steel Piles, Furnished	2,904	LF	100.00	$290,400.00	100.00	290,400.00	90.00	261,360.00	76.15	221,139.60	90.30	262,231.20				
B-23	80.02	18" Dia Gal Steel Piles, Driven	34	EA	2,000.00	$68,000.00	4,000.00	136,000.00	3,400.00	115,600.00	1,400.00	47,600.00	4,095.00	139,230.00				
B-24	80.02	30" Dia Galv Steel Pile, Furnished	414	LF	250.00	$165,600.00	400.00	165,600.00	220.00	91,080.00	224.00	92,736.00	288.75	119,542.50				
B-25	80.02	30" Dia Galv Steel Pile, Socketed	6	EA	40,000.00	$600,000.00	100,000.00	600,000.00	34,700.00	208,200.00	15,000.00	90,000.00	26,250.00	157,500.00				

Summary of Proposals Received

							Project:	Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities										
		Bid Opening					Contract No.	1283										
Date:		April 14, 2017 at 2:00pm					Project No.	310-6450										
Place:		R & M Consultants, Inc. Anchorage Alaska			Harris Sand & Gravel, Inc		Western Marine Construction		Turnagain Marine Construction		Pacific Pile & Marine		Engineer Estimate					
B-26	80.02	36" Dia Galv Steel Pile, Furnished	158	LF	300.00	$94,800.00	600.00	94,800.00	280.00	44,240.00	293.00	46,294.00	346.50	54,747.00				
B-27	80.02	36" Dia Galv Steel Pile, Socketed	2	EA	50,000.00	$192,000.00	150,000.00	300,000.00	88,800.00	177,600.00	15,000.00	30,000.00	31,500.00	63,000.00				
B-28	80.02	Field Pile Splice (various sizes)	5	EA	2,000.00	$10,000.00	3,000.00	15,000.00	3,600.00	18,000.00	2,300.00	11,500.00	2,100.00	10,500.00				
B-29	80.03	Furnish and Install Pile Tension Rock Anchor	4	EA	8,000.00	$80,000.00	20,000.00	80,000.00	26,700.00	106,800.00	46,500.00	186,000.00	31,500.00	126,000.00				
B-30	80.11	Furnish and Install Anode	246	EA	1,500.00	$369,000.00	900.00	221,400.00	900.00	221,400.00	850.00	209,100.00	1,050.00	258,300.00				
B-31	80.05	6'x80" Aluminum Gangway	3	EA	100,000.00	$300,000.00	120,000.00	360,000.00	114,300.00	342,900.00	99,350.00	298,050.00	126,000.00	378,000.00				
B-32	80.09	12' Wide Headwalk & Main Floats (Modules M1-M22, S1-S6, R1-R4)	1	LS	N/A	$1,300,000.00	1,000,000.00	1,000,000.00	1,205,000.00	1,205,000.00	1,070,000.00	1,070,000.00	1,260,221.55	1,260,221.55				
B-33	80.09	10' Wide Main Floats (Modules W1-W9, V1-V9, U1-U7, T1-T7)	1	LS	N/A	$800,000.00	800,000.00	800,000.00	815,000.00	815,000.00	782,000.00	782,000.00	851,938.50	851,938.50				
B-34	80.09	10'x86' Tee Float	1	EA	88,000.00	$88,000.00	80,000.00	80,000.00	68,500.00	68,500.00	68,000.00	68,000.00	60,501.00	60,501.00				
B-35	80.09	10'x106' Tee Float	2	EA	100,000.00	$200,000.00	80,000.00	160,000.00	150,000.00	300,000.00	77,000.00	154,000.00	74,571.00	149,142.00				
B-36	80.09	16'x35' Gangway Float	2	EA	38,000.00	$76,000.00	40,000.00	80,000.00	74,000.00	148,000.00	45,000.00	90,000.00	49,392.00	98,784.00				
B-37	80.09	28.5'x35' Gangway Float	1	EA	66,000.00	$66,000.00	45,000.00	45,000.00	72,000.00	72,000.00	71,000.00	71,000.00	87,979.50	87,979.50				
B-38	80.09	10'x10' Utility Float	3	EA	12,000.00	$36,000.00	10,000.00	30,000.00	6,000.00	18,000.00	6,900.00	20,700.00	8,820.00	26,460.00				
B-39	80.09	5'x34' Stall Floats	8	EA	12,000.00	$96,000.00	20,000.00	160,000.00	21,344.00	170,752.00	21,000.00	168,000.00	12,852.00	102,816.00				
B-40	80.09	5'x38' Stall Floats	22	EA	16,000.00	$352,000.00	20,000.00	440,000.00	21,000.00	462,000.00	21,500.00	473,000.00	14,364.00	316,008.00				

Summary of Proposals Received

							Project:	Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities										
		Bid Opening					Contract No.	1283										
Date:		April 14, 2017 at 2:00pm					Project No.	310-6450										
Place:		R & M Consultants, Inc. Anchorage Alaska			Harris Sand & Gravel, Inc		Western Marine Construction		Turnagain Marine Construction		Pacific Pile & Marine		Engineer Estimate					
B-41	80.09	6'x48' Stall Floats	20	EA	30,000.00	$600,000.00	25,000.00	500,000.00	30,800.00	616,000.00	28,500.00	570,000.00	21,772.80	435,456.00				
B-42	80.09	8'x58' Stall Floats	4	EA	50,000.00	$200,000.00	40,000.00	160,000.00	40,000.00	160,000.00	41,000.00	164,000.00	32,642.40	130,569.60				
B-43	80.09	10'x58' End Float	1	EA	60,000.00	$60,000.00	55,000.00	55,000.00	44,000.00	44,000.00	45,000.00	45,000.00	40,803.00	40,803.00				
B-44	80.09	10'x98' Stall Floats	2	EA	50,000.00	$100,000.00	75,000.00	150,000.00	73,000.00	146,000.00	73,000.00	146,000.00	68,943.00	137,886.00				
B-45	80.09	Leveling Flotation, Furnished	50	EA	200.00	$10,000.00	150.00	7,500.00	150.00	7,500.00	120.00	6,000.00	120.75	6,037.50				
B-46	80.09	Leveling Flotation, Installed	50	EA	150.00	$7,500.00	350.00	17,500.00	500.00	25,000.00	500.00	25,000.00	315.00	15,750.00				
B-47	80.10	Fire Extinguisher and Cabinet	27	EA	1,200.00	$32,400.00	1,000.00	27,000.00	1,000.00	27,000.00	900.00	24,300.00	1,050.00	28,350.00				
B-48	80.10	Life Ring and Cabinet	28	EA	1,200.00	$33,600.00	1,000.00	28,000.00	1,400.00	39,200.00	1,200.00	33,600.00	1,050.00	29,400.00				
B-49	80.10	Retractable Ladder	71	EA	250.00	$17,750.00	400.00	28,400.00	400.00	28,400.00	425.00	30,175.00	630.00	44,730.00				
B-50	80.10	Emergency Ladder	8	EA	1,200.00	$9,600.00	1,000.00	8,000.00	1,500.00	12,000.00	1,725.00	13,800.00	1,050.00	8,400.00				
B-51	80.13	Pedestal Crane	2	EA	60,000.00	$120,000.00	90,000.00	180,000.00	123,700.00	247,400.00	15,000.00	30,000.00	113,400.00	226,800.00				
B-52	85.01	Electrical System	1	LS	N/A	$722,000.00	850,000.00	850,000.00	915,800.00	915,800.00	796,000.00	796,000.00	1,278,081.00	1,278,081.00				
B-53	85.10	Video Surveillance System	1	LS	N/A	$72,000.00	180,000.00	180,000.00	205,300.00	205,300.00	153,000.00	153,000.00	112,906.50	112,906.50				
B-54	85.11	Access Control	1	LS	N/A	$5,000.00	8,500.00	8,500.00	25,600.00	25,600.00	5,000.00	5,000.00	18,595.50	18,595.50				

Summary of Proposals Received

		Bid Opening		Project:	Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities			
Date:		April 14, 2017 at 2:00pm		Contract No.	1283			
Place:		R & M Consultants, Inc. Anchorage Alaska		Project No.	310-6450			
				Harris Sand & Gravel, Inc	Western Marine Construction	Turnagain Marine Construction	Pacific Pile & Marine	Engineer Estimate
		Total of Schedule B - Inner Harbor Facilities		$20,326,580.00	20,076,340.00	23,182,992.00	18,661,321.00	19,199,048.40
		Addendum(s) Acknowledged		Yes	Yes	Yes	Yes	N/A
		Bid Bond		Yes	Yes	Yes	Yes	N/A
		Alaska Business License		Yes	Yes	Yes	Yes	N/A
		Alaska Contractor License		Yes	Yes	Yes	Yes	N/A
		Total Schedule A-Upland Facilities		$4,805,819.00	$5,555,000.00	$6,786,000.00	$6,246,000.00	$5,270,952.75
		Total Schedule B-Inner Harbor Facilities		$20,326,580.00	$20,076,340.00	$23,182,992.00	$18,661,321.00	$19,199,048.40
		Total Bid		$25,132,399.00	$25,631,340.00	$29,968,992.00	$24,907,321.00	$24,470,001.15
		Local bidder preference 10%		N/A	N/A	N/A	N/A	N/A
		Total Adjusted Bid		$25,132,399.00	$25,631,340.00	$29,968,992.00	**$24,907,321.00**	
		The bid totals are subject to correction after the bids have been completely reviewed.						
		Totals have been reviewed	yes					
		Totals have been corrected	yes	*red text indicates revised by bid modification				

I hereby certify that the above is a true and correct summary of proposals received.

Project Manager

CITY OF VALDEZ, ALASKA

RESOLUTION #17-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2017 CITY BUDGET BY REALLOCATING PREVIOUSLY APPROPRIATED FUNDS TOTALING $1,476,005 AMONG THE FLOOD MITIGATION MAINTENANCE RESERVE, THE MASTER PLANNING RESERVE, AND THE CAPITAL FACILITIES FUND, TO REFLECT APPROPRIATIONS FOR SPECIFIC FLOOD MITIGATION PROJECTS

WHEREAS, the City wishes to proceed with specific flood mitigation studies, designs, and projects; and

WHEREAS, the City Council has previously appropriated funds toward these efforts, but without project-level or geographic specificity; and

WHEREAS, staff proposes a revised categorization of previously-appropriated funds so as to reflect project and geographic specificity, as well as distinction among planning, maintenance, and capital construction projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE City OF VALDEZ, ALASKA, that the 2017 City Budget is amended in accordance with the attached Exhibit A.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 25th day of April, 2017.

CITY OF VALDEZ, ALASKA

_____
Ruth E. Knight, Mayor

ATTEST:

_____
Sheri L. Pierce, MMC, City Clerk

2017 Budget Resolution - Exhibit A				
GL	Activity	Account	Activity	Increase (Reduction)
310-8061-58000	n/a	Mineral Creek Kicker Dike Design	n/a	37,010
310-8062-58000	n/a	Glacier Stream Downstream Design	n/a	26,943
310-8063-58000	n/a	Glacier Stream Upstream Design	n/a	43,970
310-8064-58000	n/a	South Glacier Stream Kicker Dike	n/a	934,500
350-5520-55000	115	Master Planning	Mineral Creek Existing Revetment Evaluation	17,870
350-5520-55000	116	Master Planning	Mineral Creek Gravel Extraction Plan	10,428
350-5520-55000	117	Master Planning	Glacier Stream Gravel Extraction Plan	26,385
350-5520-55000	118	Master Planning	Mineral Creek Sediment Budget Analysis	29,419
350-5520-55000	119	Master Planning	Lowe River Gravel Extraction Implementation Plan Review	56,990
350-5520-55000	120	Master Planning	Lowe River Buyout Option	13,740
350-5520-55000	121	Master Planning	COE Levee Systems Match	100,000
350-5520-55000	122	Master Planning	Lowe River Levee Evaluation	13,840
350-0750-55000	401	Flood Mitigation Maintenance	Lowe River Dike Slope Improvement Design	10,910
350-0750-55000	402	Flood Mitigation Maintenance	South Glacier Stream Gravel Extraction & Stockpiling	154,000
310-8060-58000	n/a	Flood Mitigation	n/a	(1,476,005)