

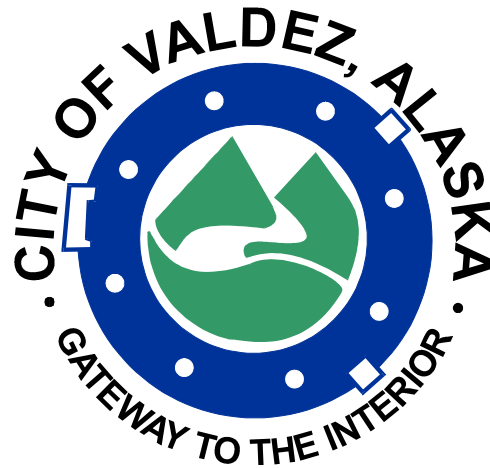
**CITY OF VALDEZ
ALASKA**

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

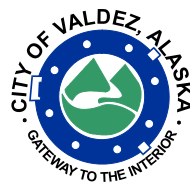
Appendix A: Geotechnical Investigations

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**

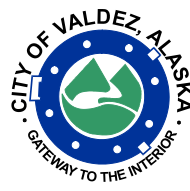
The City of Valdez New Harbor Development is a multi-year, phased project that will provide new harbor facilities and parking, increased vessel moorage, a drive down float facility, and utilities and support services. In a separate project, the US Army Corps of Engineers (USACE) in partnership with the 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.

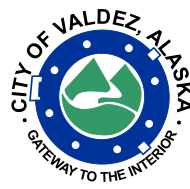
The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

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.

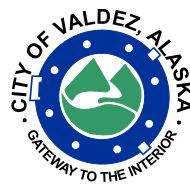
1. General

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

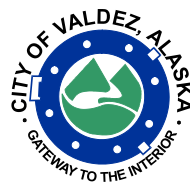
A. Bid Security

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.

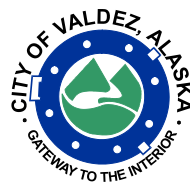
Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

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

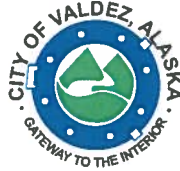
The Valdez City Code Section 2.80.020 related to local bidder preference will not apply to this project.

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

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	Buildge 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 Barge 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	248	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

<u>Schedule</u>	<u>Bid (US\$)</u>
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** _____

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
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.



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.



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

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

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

STATE OF ALASKA

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 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:

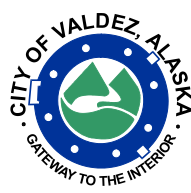
**Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283**

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

**City of Valdez, Alaska
Authorized**

Signature

Mayor's Signature

Name

Name

Title

Date

Date

Attested:

City Clerk

Mailing Address

Recommended:

City, State, Zip Code

City Manager

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

Date

Corporate Secretary

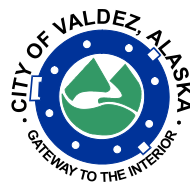
Ports & Harbor Director

Date

Approved as to Form:

Attest: _____
Corporate Secretary

Attorney for the City of Valdez



**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,

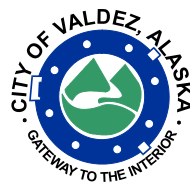
Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for

**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)

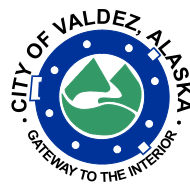
(Principal) (Seal)

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

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

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

WHEREAS,

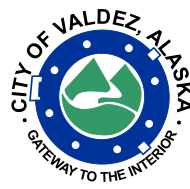
Principal has by written agreement dated _____, 20____, entered into a contract with Owner for

**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)

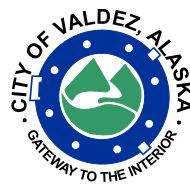
(Title)

(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)

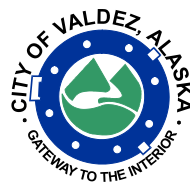
(Title)

(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**

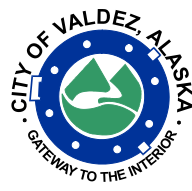
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. 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.

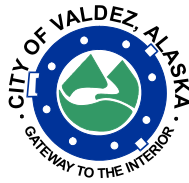


**City of Valdez
Wage Rates**

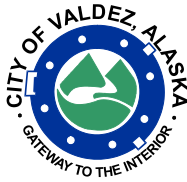
**Project: Phase 2 New Harbor Development: Upland Facilities and Inner Harbor Facilities
Project Number: 310-6450 / Contract Number: 1283**

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:

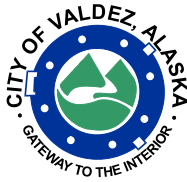
On all Bids, Notice of Intent to Award or rejection will be given within forty-five (45) days of Bid opening. The notice will be in writing and signed by the Engineer. A Notice of Intent to Award, and no other act of the Engineer or its representatives, constitutes an acceptance of a Bid. The acceptance 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 Project Number: 310-6450 / Contract Number: 1283

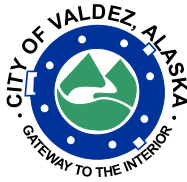
The City of Valdez New Harbor Development is a multi-year, phased project that will provide new harbor facilities and parking, increased vessel moorage, a drive down float facility, and utilities and support services. In a separate project, the USACE in partnership with the City, is currently constructing 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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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.

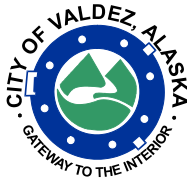
As part of the Contractor's initial schedule/work plan to be submitted prior to Award, generally describe the intended means/methods, sequence and schedule for blasting, excavating and disposing of in-water rock and sediment materials. This is necessary to allow time for any required coordination and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



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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, SERVVS, 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)

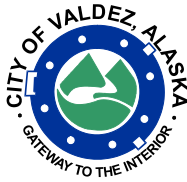
Correct the last line of the 2nd paragraph as follows: standards set forth in 18 AAC 70.010 through 18 AAC 70.032.

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 milestone 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)

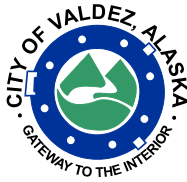
Replace entirely with new Specification Section 10.08 Submittals.

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.”

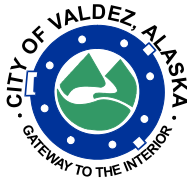
SP 16 Time for Completion of the Work (10.05.22)

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.

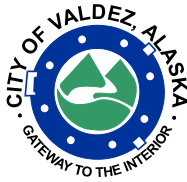
SP 20 Notice by Contractors (10.06.3)

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:

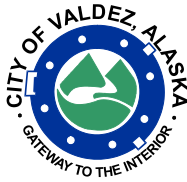
1. U.S. Army Corps of Engineers (USACE) Permit and 3 modifications as follows:
 - POA-2016-360
 - POA-2016-360-M1
 - POA-2016-360-M2
 - POA-2016-360-M3
2. ADEC Water and Wastewater approvals to construct (to be provided upon receipt).

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



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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)

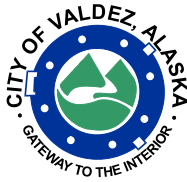
Remove and replace Article 6.9 with the following:

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

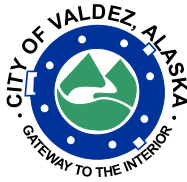
B. Coverages:

- 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:



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- 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 policies. 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:

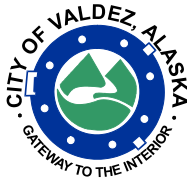
- a. Coverage must be provided for those parties required to be named additional insured on the General Liability policy on a follow-form basis.
- b. Pay on behalf of wording
- c. Concurrency of effective dates with primary
- d. Blanket contractual liability
- e. Punitive damages coverage (where not 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



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- 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.

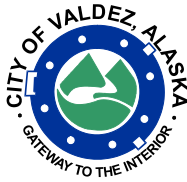
Professional Liability: When the Contractor's work includes the provision of professional services, Contractor will purchase professional liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of the Contractor's services in relation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



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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.

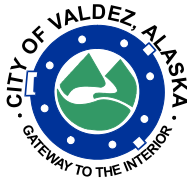
The City of Valdez and R&M Consultants, Inc. shall be named as “Additional Insured”, there shall be a waiver of subrogation under all liability coverage listed in the General Conditions, and the Contractor shall show proof of insurance.

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.



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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.

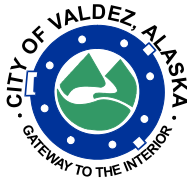
SP 26 Final Payments (10.07.7)

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



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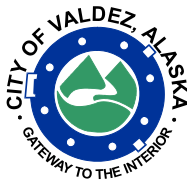
and facilities needed for storage of materials, supplies and equipment, parking and other activities. Power, phone, internet, snow removal, security, and fencing for the provided staging area shall be the sole responsibility of the Contractor. The Contractor shall hold the City harmless from all claims 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.



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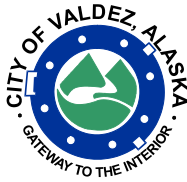
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Photo 1. View east of site, October 2016.

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.



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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.

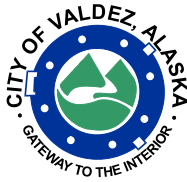
SP 29 Site Preservation, Restoration, Cleanup and Environmental Reporting

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.



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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

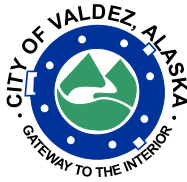
Owner's representative will conduct meetings at weekly intervals, unless changed by mutual agreement, to review progress and coordinate future activities.

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



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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@ppsfc.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