

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: VCT Security Gate Replacement

Project Number: 17-350-1708

Contract Number: 1323

Cost Code: 350-0310-58000.1708

Issued for Construction

Date: September 6, 2017



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

Project Manager:  
Jessica McKay & Scott Benda

Construction Plan Set Completed By:  
**CRW Engineering Group, LLC**  
**3940 Arctic Blvd., Suite 300**  
**Anchorage, Alaska 99503**



**City of Valdez  
Contract Documents**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708 / Contract Number: 1323**

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**City of Valdez  
Invitation to Bid**

**Date: September 6, 2017**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

This project includes, but is not necessarily limited to:

Furnish and install a new tilt security gate, operator and associated fencing and remove the existing tilt security gate, operator, and associated fencing at the Valdez Container Terminal.

Engineers Estimate for construction is between \$150,000 and \$250,000.

Sealed bids will be accepted until 2:00 pm local time on September 20, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P.O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on September 13, 2017 at 2:00 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez website at [www.ci.valdez.ak.us](http://www.ci.valdez.ak.us); documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

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

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

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

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



**City of Valdez  
Instructions to Bidders**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

**CAUTION:**

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

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

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

**1. General**

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

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

**2. Explanation to Bidders**

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



### 3. Site Conditions

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

### 4. Addenda Requirements

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

### 5. Submissions of Bids

All bids, including any amendment 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, and 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  
VCT Security Gate Replacement  
PROJECT NO. 17-350-1708  
CONTRACT NO. 1296

DATE OF BID OPENING: September 6, 2017

CAPITAL FACILITIES DIRECTOR  
CITY OF VALDEZ  
300 AIRPORT ROAD, SUITE 201  
P.O. BOX 307  
VALDEZ, AK 99686

### 6. Preparation of Bids

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

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

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

Facsimile number to use is (907) 835-5574.



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

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

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

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

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

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

## **9. Bonding Requirements**

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

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

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

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

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



## B. Contract Payment Bond

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

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

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

## C. Contract Performance Bond

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

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

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

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

## 10. Bidder Qualifications

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

## 11. Withdrawal of Bids

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



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

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

## **13. Rejection of Bids**

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

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

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

## **15. Local Bidder Preference**

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

### Section 2.80.020 Definitions

“Local bidder” means a business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:
  - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
  - b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;
  - c. Has current state business licenses and city business registrations;
  - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

### Section 2.80.060D Competitive Procurement Procedure

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.





**16. Award of Bid**

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

**17. Pre-Bid Conference**

A non-mandatory Pre-Bid Conference will be held September 13, 2017, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

**18. Pre-Award Conference**

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



**City of Valdez  
Addendum Acknowledgement**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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	One	Dated	09/15/17	Initials	8
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	

Wolverine Supply, Inc.  
Company Name

Ashlee Stetson  
Authorizing Name

September 20, 2017  
Date

Vice President  
Title

Signature

S«f\*\*  
City of Valdez  
Bid Schedule  
Page 1 of 3

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Item Price
1	VCT Security Gate and Fencing	All Required	LS	250,000.00	250,000.00
2	Security Personnel	1	Hour	100.00	100.00

S«f\*\*  
City of Valdez  
Bid Schedule  
Page 1 of 3

Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323

Item No.	Item Description	Quantity	Unit	Unit Price	Total Item Price
1	VCT Security Gate and Fencing	All Required	LS	Deduct 23,000.00	Deduct 23,000.00
2	Security Personnel	1	Hour	Add 100.00	Add 100.00



City of Valdez  
Bid Schedule  
Page 2 of 3

Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323

Total Base Bid Amount:

Two Hundred Fifty Thousand One Hundred

Dollars NO Cents

(\$ 250,100.00)

I, Wolverine Supply, Inc., hereinafter called Bidder, ~~an individual or~~  
~~business or~~ (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 20th day of September, 2017

BIDDER:

Wolverine Supply, Inc.  
Company Name

5099 E. Blue Lupine Drive  
Address

Wasilla, Alaska 99654  
City, State, Zip Code

(907) 373-6572  
Telephone Number

92-0043461  
Federal ID. or S.S.N.

Ashlee Stetson  
Authorizing Name

Vice President  
Title

  
Signature

ashlee@wsiak.com  
Email Address

CORPORATE SEAL

ATTEST: 

Signature of Corporate Sec.

Marc Van Buskirk, Secretary  
Print Name

^BING^  
**City of Valdez  
Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we  
Wolverine Supply, Inc.

5099 E. Blue Lupine Dr.  
Wasilla AK 99654-8419

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

as Principal, hereinafter called the Principal, and  
The Ohio Casualty Insurance Company  
175 Berkeley St.  
Boston MA 02116

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

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

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

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of the Total

Amount Bid-----Dollars (\$ -----5%----- ),

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

Whereas, the Principal has submitted a bid for

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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

Signed and sealed this 20th day of September, 2017

*Michelle C. [Signature]*  
(Witness)

Wolverine Supply, Inc.

(Principal)

(Seal)

*Shane [Signature]*  
(Witness)

*Ashlee Stetson [Signature]*  
The Ohio Casualty Insurance Company

(Surety)

(Seal)

*John L. Green [Signature]*  
John L. Green

Attorney-In-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6804261

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James Dinneen; John L. Green; Penny J. Silvey

all of the city of SPOKANE, 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 4th day of December, 2014.



American Fire and Casualty Company  
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 4th day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth 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 American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of September, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

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

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

WOLVERINE SUPPLY, INC.

5099 E BLUE LUPINE DRIVE SUITE 201 WASILLA AK 99654

owned by

WOLVERINE SUPPLY, INC.

is licensed by the department to conduct business for the period

November 28, 2016 through December 31, 2018  
for the following line of business:

23 - Construction



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

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

Chris Hladick



License #: CONG340  
Effective: 11/21/2016  
Expires: 12/31/2018

# STATE OF ALASKA

Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

## Regulation of Construction Contractors and Home Inspectors

Licensee: **WOLVERINE SUPPLY, INC.**

License Type: **General Contractor With Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **WOLVERINE SUPPLY INC**

Commissioner: Chris Hladick

### Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA	Type	Group
Electrical Administrator Assignee	EADE1478	Electrical Administrator	H. J. SHOEMAKER		No designations found.	
Residential Endorsement Assignee	RESR2515	Residential Contractor Endorsement	BRUCE S VAN BUSKIRK			
Residential Endorsement Assignee	RESR1175	Residential Contractor Endorsement	BILL J VAN BUSKIRK			

### Designations

No designations found.

WOLVERINE SUPPLY INC  
5099 E BLUE LUPINE DR  
WASILLA, AK 99654-8419

### Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors WOLVERINE SUPPLY, INC. DBA: WOLVERINE SUPPLY INC As General Contractor With Residential Contractor Endorsement		
License CONG340	Effective 11/21/2016	Expires 12/31/2018



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

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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This agreement is made 3rd day of October, 2017, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and Wolverine Supply, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Wasilla, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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: **two hundred twenty-seven thousand, two hundred dollars and zero cents (\$227,200).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by the following: Underground and concrete work shall be substantially complete by November 10, 2017. All other tasks including installment of the new gate and removal of the old gate shall be substantially completed by January 31, 2018. 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 seven hundred and fifty dollars (\$750) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

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



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

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

---

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.

**Wolverine Supply, Inc.**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mailing Address

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

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

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

Attest: \_\_\_\_\_  
 Corporate Secretary

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
 Ruth E. Knight, Mayor

\_\_\_\_\_  
 Date

**Attested:**

\_\_\_\_\_  
 Sheri L. Pierce, MMC, City Clerk

\_\_\_\_\_  
 Date

**Recommended:**

\_\_\_\_\_  
 Elke Doom, City Manager

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

**Approved as to Form:**

Brena, Bell & Clarkson, P.C.

\_\_\_\_\_  
 Attorney for the City of Valdez

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

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

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

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

[illegible]

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

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

Subscribed and sworn to this                      day of                      , 20\_\_\_\_.

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



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

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

Know all men by these presents that:

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

as Principal, hereinafter called Principal, and,

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

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

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

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

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

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

**WHEREAS,**

Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

in accordance with Drawings and Specifications prepared by

**CRW Engineering Group, LLC  
3940 Arctic Blvd., Suite 300  
Anchorage, Alaska 99503**

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



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

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

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

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

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

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_, day of \_\_\_\_\_, 201\_\_\_\_

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

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

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

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

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

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

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

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

**City of Valdez**



**Performance Bond**

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

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

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

as Principal, hereinafter called Contractor, and ,

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

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

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

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$) )

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

**WHEREAS,**

Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

in accordance with Drawings and Specifications prepared by

**CRW Engineering Group, LLC**  
**3940 Arctic Blvd., Suite 300**  
**Anchorage, Alaska 99503**

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





**City of Valdez  
Performance Bond**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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**  
**Contractor Certificate of Substantial Completion**

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

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

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

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_(time) on \_\_\_\_\_day, \_\_\_\_\_, 201\_\_.

CONTRACTOR

CITY OF VALDEZ, OWNER

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

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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



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

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

The undersigned, \_\_\_\_\_  
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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.

**Project: VCT Security Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

COMPANY

**SIGNATURE**

TITLE

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

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

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_



**City of Valdez  
Special Provisions**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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**City of Valdez  
Special Provisions**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

**SP 01 General Statement**

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

**SP 02 Scope of Work**

The Scope of Work of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Perform all work in accordance with the plans and specifications provided by CRW Engineering.

**SP 03 Time of Completion**

Underground and concrete work shall be substantially complete by November 10, 2017. All other tasks including installment of the new gate and removal of the old gate shall be substantially completed by January 31, 2018. Substantial completion shall include the new security gate and fencing installed and operational and the existing security fence, gate and associated appurtenances removed.

Liquidated damages will be assessed in the sum of seven hundred and fifty dollars (\$750) for each calendar day after the completion date during which the Project remains incomplete.

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

**SP 04 Special Site Conditions**

Dump fees will be waived. The contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356.



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

Staging area will be on the north side of the causeway near the gate.

The contractor will be responsible for moving furniture and other items necessary to complete the work.

It shall be the Contractor's responsibility to adhere to all security requirements at the Port. Please note that at no time will access to the Port be restricted. The Contractor is required to maintain access and security operations at the port in accordance with the Specifications (See SECTION 70.20).

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

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract. The Contractor shall take all necessary precautions to avoid the release of petroleum based or other hazardous materials into the water and surrounding environment. The Contractor will be held responsible for any and all such spills.

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

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

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

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

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



## **SP 08 Permits**

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

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

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

## **SP 10 Payment**

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

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

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

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

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

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





## **SP 12 Construction Specifications**

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

## **SP 13 Security**

It shall be the Contractor's responsibility to adhere to all security requirements at the Port. Please note, that at no time will access to the Port be restricted. The Contractor is required to maintain access and security operations at the port in accordance with the Specifications.



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

**Project: VCT Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

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

**Project: VCT Gate Replacement**  
**Project Number: 17-350-1708/ Contract Number: 1323**

**Division 10 Standard General Provisions**

**Section 10.04 Scope of Work**

**Article 4.15 Utilities**

*Add the following:*

Contractor is advised that Copper Valley Telecom charges a fee for any locating effort over 6 hours per month on an individual project. Payment of said fee(s) shall be considered incidental to the contract, and no additional payment shall be made to the Contractor.

Contractor is advised that Copper Valley Electric Association (CVEA) will provide locate support for the project on an as-needed basis. If locating the same facilities multiple times is required, or if locates are required on short-notice or outside of normal business hours, a \$100 per hour fee will apply. Payment of said fee(s) shall be considered incidental to the contract, and no additional payment shall be made to the Contractor.

All excavation within two (2) feet of CVEA facilities shall be by hand.

**Section 10.05 Control of Work**

**Article 5.4 Unusual Working Hours, Holidays, Saturdays and Sundays**

*Add the following:*

Any work to be conducted on Sundays shall be preapproved and scheduled at least 48 hours prior to the weekend.

**Article 5.24 Suspension of Work**

*Add the following:*

Valdez is located in a region of extreme snowfall and has a high potential for winter weather conditions. It is possible that the work may be suspended due to adverse weather conditions. If this should occur, the Contractor may request a suspension of the work. Construction beyond the contract completion date will not be allowed without written authorization. Where the work is suspended due to adverse weather conditions, the Contractor shall not be entitled to additional compensation. Bids shall be premised on the specified contract completion date. Suspensions and extensions shall be jointly agreed upon in writing between the Project Manager and the Contractor.



## **Section 10.07 Measurement and Payment**

### **Article 7.5 Progress Payments**

*Add the following:*

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

### **Article 7.7 Final Payment**

*Add the following:*

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



## **Division 70 Miscellaneous**

### **Section 70.18 Bollards**

#### **Article 18.4 Method of Measurement**

*Delete this article in its entirety and replace with the following:*

Removal of existing bollards and installation of new bollards will not be measured for payment and shall be considered incidental to the pay item “VCT Security Gate and Fencing.”

#### **Article 18.5 Basis of Payment**

*Delete this article in its entirety.*

### **Section 70.19 Chain Link Fence and Security Gate**

#### **Article 19.1 General**

Work shall include demolishing, removing, and properly disposing of existing security gate at the Valdez Container Terminal, gate operator, card reader, bollards, fence and appurtenances as shown on the Drawings. Prior to disposing of fence material and appurtenances, Contractor shall contact the City of Valdez Port Authority for their first refusal right of materials. Existing signs located on fences shall be removed. Existing foundation will remain in tact.

Work also consists of providing all labor, equipment, and materials necessary to construct a new security fence, security gate, personnel gate, gate operator, card reader, associated foundations, new bollards, and all associated appurtenances as shown on the Drawings.

#### **Article 19.2 Materials**

- A. Posts, Rails and Braces: Line posts, rails, and braces shall be galvanized steel pipe, or equivalent galvanized roll-formed sections, and meet AASHTO M 181, Type I, Grade 1 or Grade 2.
- B. Fabric Wire (Steel): All chain-link fabric shall meet AASHTO M 181, 9 gage thickness, Type I (zinc-coated steel), Class C or D coating, and 2-inch mesh.
- C. Gates: Gate shall be a vertical pivot gate rated for a minimum of 150 mph wind speed. Gate shall be a “Tilt-A-Way” Gate System as manufactured by:

Ideal Manufacturing  
2011 Harnish Boulevard  
Billings, Montana 59101  
(800)523-3888; or approved equal.

The fabric shall be of the same type material as used in the fence. New vehicle gate shall be a tilting security gate as shown on Drawings. Gates shall have barbed wire top with Type II Barb Arm Extensions as shown on the Drawings. Please note that the current lead time for a “Tilt-A-Way” Gate System is 8 – 10 weeks.

- D. Barbed Wire: Barbed wire shall consist of three (3) strands of twelve and one-half (12.5) gauge wire with fourteen (14) gauge four (4) point barbs spaced approximately five inches



(5") apart. Barbed wire shall meet AASHTO M 280, Design Number 12-4-5-14R, Standard Grade, Coating Type Z, and Coating Class 3.

- E. Concrete: Concrete shall be of commercial grade with a minimum 28-day compressive strength of 2,500 psi or an approved, pre-mixed, sack concrete.
- F. Barbed-Wire Supporting Arms

Type II Barb Arm Extensions shall consist of barbed-wire supporting arm at an angle ninety degrees (90°) and shall be fitted with clips or other means for attached three lines of barbed-wire. The top outside wire shall be approximately twelve inches (12") horizontally from the fence line and the other wires spaced uniformly between the top of the fence fabric and the outside barbed wire.

Type II Barb Arm Extensions shall consist of a vertical barbed-wire supporting arm and shall be fitted with clips or other means for attached three lines of barbed-wire. The top wire shall be approximately twelve inches (12") vertically from the top rail and the other wires spaced uniformly between the top of the fence fabric and the outside barbed wire. Barbed-wire supporting arm color shall match fence fabric color.

- G. Gate Operator and Key Card Systems

Gate Operator and key card system shall be installed in accordance with Division 80.

- H. Accessories

Wire Ties and Tension Wires: Wire Ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall meet AASHTO M 181, Type I, Class 3 coating.

Miscellaneous Fittings and hardware: Miscellaneous steel fittings and hardware shall meet AASHTO M 181, Type I, Grade 1 Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

Gate Locks: All gates shall be provided with plunger-style hasps and/or other locking hardware suitable for Owner supplied padlocks. Hardware shall be provided for each gate to accept padlocks with a shackle that is 3/8 inch in diameter having a closed clearance of 2-1/4 inches.

Bollards shall be installed in accordance with the Drawings and Section 70.18.

- I. Shop Drawings

The Contractor shall submit shop drawings on all fence materials in accordance with SECTION 10.05, ARTICLE 5.5 SHOP DRAWINGS.

### **Article 19.3 Construction**

- A. General: The fence shall be constructed in accordance to the details on the Plans as specified herein using new materials. The Contractor shall be responsible for establishing the fence alignment as shown on the Plans. After the fence line has been staked and prior to fence



installation, the Contractor shall review the alignment with the Engineer and make required adjustments to avoid conflicts.

- B. Clearing: All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 10 feet on each side of the fence centerline before starting fencing operations.
- C. Posts: All end posts, corner posts and pull posts for temporary fence shall be driven a minimum of 3 feet embedment and at the spacing shown on the Plans. Line posts shall be driven a minimum of 3 feet embedment. Pull posts shall have a maximum spacing of 250 feet. Posts shall be spaced as shown on the Plans but in no case shall spacing be more than 10 feet. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.
- D. The top rail shall be continuous and shall pass through the post tops unless otherwise shown in the Plans. The coupling used to join the top rail lengths shall allow for expansion.
- E. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminals posts.
- F. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the Plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.
- G. Electrical grounds shall be installed along the fence between gate openings at locations shown in the Plans, and at intervals not exceeding 500 feet. Electrical grounds shall also be installed where a power line passes over the fence. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded.
- H. Remove Fence and Gate: Remove and dispose of all existing fencing material, including gates, posts, connections, barbed wire, and fabric. The City of Valdez has first right of refusal for the existing security gate, operator, key card, and fence. Backfill any required excavation with suitable material. Holes created from fence posts that were removed from asphalt shall be backfilled and patched with a minimum of 2" asphalt.
- I. Existing Signs: Existing signs located on the existing security gate shall be removed and handed over to the Ports and Harbor Department.



#### **Article 19.4 Measurement**

Payment for this work shall be in accordance with Division 10 Standard General Provisions, Section 10.07, Measurement and Payment of the Specification and shall include full payment for all Work described in this Section.

#### **Article 19.5 Basis of Payment**

Payment shall be made under the following unit:

ITEM	UNIT
VCT Security Gate and Fencing	Lump Sum

#### **Section 70.20 Container Terminal Security**

##### **Article 20.1 General**

Work under this section shall include all work and materials required to maintain security and access to the Valdez Container Terminal during construction of the new gate, demolition of the existing gate, and all associated fencing.

##### **Article 20.2 Description**

- A. Port Security: Security at the port must be maintained at all times. The Contractor shall comply with all Port security requirements. The existing security gate and fencing shall be maintained and in operating order during construction until the new security gate and fencing is complete and operational. Existing security fencing and gate shall be maintained during working and non-working hours. Maintain fence in good condition and immediately repair any damaged fence sections. Remove existing security fencing and gate upon completion of work or when no longer required for security control
- B. Access: Contractor shall be responsible for providing secure access from Mineral Creek Loop Road to the container terminal at all times. This includes restricting access to only authorized persons and vehicles. Furnish a temporary TWIC card reader as necessary to ensure only authorized persons and vehicles enter the port area.
- B. Personnel: Ensure personnel assigned access authorization duties or perimeter guard duties are properly trained and alert to security concerns and procedures. Provide one security personnel to ensure authorized access during transition from the existing gate to the proposed gate as needed.
- C. Point of Contact: Maintain a point of contact list and provide a 24-hour point of contact to resolve emergency/safety discrepancies who can respond within 30 minutes.
- D. Control work to minimize disturbance to Port operations.

##### **Article 20.3 Measurement**

Payment for this work shall be in accordance with Division 10 Standard General Provisions, Section 10.07, Measurement and Payment of the Specification and shall include full payment for all Work described in this Section. Maintaining access and security to the Container Terminal shall not be





measured for payment and shall be considered incidental to the pay item “VCT Security Gate and Fencing.” Security personnel required to ensure authorized persons and vehicles enter the port area during transition from the existing gate to the proposed gate shall be paid by the number of approved hours and supported by certified payroll.

#### **Article 20.4 Basis of Payment**

Payment shall be made under the following unit:

ITEM	UNIT
Security Personnel	Hour

### **DIVISION 80 Electrical Improvements**

*Add the following Sections:*

#### **Section 80.01 General**

##### **Article 80.01 Reference**

Work under this Section shall be in accordance with the latest edition of the Municipality of Anchorage Standard Specifications Division 80 and the following Sections:

- 80.01 General
- 80.02 Excavating and Backfilling
- 80.03 Removing and Replacing Improvements
- 80.04 Foundations
- 80.07 Conduit
- 80.08 Junction Boxes
- 80.09 Expansion Fittings
- 80.10 Conductors
- 80.11 Wiring
- 80.12 Fused Splice Connectors
- 80.13 Bonding and Grounding
- 80.18 Vehicle Detectors
- 80.28 Salvaging Electrical Equipment

#### **Section 80.29 Security Gate Operator**

##### **Article 29.1 General**

The Contractor shall provide, complete installation, and make operational, a security gate operator in the location(s) as shown on the plans and as specified herein.

##### **Article 29.2 Gate Operator Description**

The Contractor shall provide the latest product model and software version available from each manufacturer at the time of installation. No "beta version" or "test software" products will be accepted. All proposed and provided equipment and/or products shall be from the specified and approved manufacturers only, unless previously approved by the Engineer and/or Owner.



All products and materials are to be new and free of defects, damage, and corrosion. All materials shall be in compliance with all applicable codes and designed specifically for the function intended.

Wire and Cable: All wiring and cabling shall be per the manufacturers' recommendations. Unauthorized deviations thereof may result in the voiding of the manufacturer's warranty. The Security Access Gate Control System equipment and components shall be supplied as specified below and shall meet or exceed all detailed requirements of this specification as well as providing the capabilities listed below:

Slide Gate Operator: The Gate Operator shall be Tilt-A-Way model HYJD-B, or approved equal. Gate Operator shall be compatible with existing system. Gate Operator shall provide the following capabilities and features:

- a. Operator shall support multiple card reader technologies.
- b. Gate Operator shall support input power for 208 or 240 VAC, 50/60Hz.
- c. Gate Operator shall have a minimum of 3 monitored safety inputs, with capability to support additional inputs.
- d. Gate Operator shall have a 1 HP switchless, continuous duty motor, capable of at least 25 gate cycles per hour.
- e. Shall have reversing sensor to detect obstructions or abnormal loads and reverse gate direction as necessary.
- f. Shall have plug-in loop detector inputs to support (2) interrupt loops and (1) exit loop.
- g. Gate Operator must have UL 325 compliant entrapment warning alarm.
- h. Supports direct connection of two (2) Wiegand output card readers, with or without keypads.
- i. Separate alarm inputs shall be provided for the monitoring and reporting of ACU cabinet tamper, commercial AC power fail, and low battery alarms.
- j. User-configurable local alarm-to-relay linking and local alarm annunciation functions to include conditional relay activation based on communication status with the host computer.

### **Article 29.3 Measurement**

Security gate operator equipment will be not be measured for payment and shall be considered incidental to the pay item "VCT Security Gate and Fencing."

## **Section 80.30 Security Access Control**

### **Article 30.1 General**

A new security access control system shall be provided for the new vehicle access gate as specified herein and as shown on the plans.

### **Article 30.2 Summary of Work**

This document is intended to specify the requirements for the provision of all equipment, materials, labor, documentation, and services necessary to furnish and install a complete and



operational Security Access Gate Control System. The system shall be integrated into VCT's Access Control & Alarm Monitoring System (ACAM). It shall be fully compatible and have interchangeable component parts with the existing ACAM and shall provide the following functions and capabilities:

1. Automated Access Control at the designated access gate.
2. Security alarm monitoring and reporting of alarm and trouble conditions to the ACAM as detected by devices at the remote access gate.
3. The system equipment and installation shall comply with all provisions and requirements of this specification, as well as any and all applicable national, state, and local codes and standards.
4. The security access gate control system shall be a contractor furnished and installed system to provide access to the gate as shown on the plans. System to include, but not be limited to card reader transmitter/receiver, access keypad,, photoelectric detector, gate edge sensor, exit pushbutton, power supplies, batteries, wire and conduit, and mounting hardware including poles and bases as required.
5. Contractor shall be responsible for providing all equipment, software, programming, and installation required for a complete operating system fully integrated and compatible with the existing ACAM. Contractor shall be responsible for locating and adjusting access equipment to operate as specified to the owner's satisfaction.

### **Article 30.3 ACAM System Description**

System Components: The basic components of a Security Access Control and Alarm Monitoring System include:

- a. Gate Operator with the capability of local processing based on the full local storage of cardholders, access groups, time zones, input, and output information in RAM memory. Inputs and Outputs are handled by the Gate Operator in order to perform relevant gate operations.
- b. Remote Reader Electronics to support all card readers and associated hardware.
- c. Card Readers, Keypads, Exit pushbuttons, motion detectors, photo-detectors, and gate edge sensors.
- d. Security gate access cards.
- e. Controlled entry, via access card readers, of only authorized personnel to secured area based on cardholder information entered and stored in the system database.
- f. The access request response time from card presentation, data base verification, to electric lock/unlock shall be no more than one second in normal operating mode on a fully loaded system.
- g. All access requests, both authorized and denied, shall be sent to the host for storage and annunciation, as required, with the cardholder number, name, and access point/area where access was attempted or gained.
- h. The software package shall provide for global and local anti-passback, and also provide a facility for "soft" anti-passback (i.e. allowing entry following an anti-passback violation but



still report and log the violation.) The system shall also be capable of providing timed anti-passback at individual readers, and the time shall be capable of being selected by the operator.

- i. Each card and cardholder shall be entered into the database prior to their use. Each card can be manually disabled at any time without the requirement to delete the card. Each card can then be subsequently re-enabled at a later time.
- j. The operating mode of access controlled gates shall be indicated as locked, unlocked, or controlled. The gate status shall be indicated as open or closed.
- k. The system shall provide for the monitoring of the reader controlled gate position in order to detect and report Gate Forced Open and Gate Held Open alarm conditions. Gate held condition shall be based on a user-adjustable time period. The act of opening the gate shall initiate the gate timer.
- l. The system shall provide the capability to unlock the gate and/or mask (shunt) the gate alarm, as user-configured, via a request-to-exit gate motion sensor device or exit pushbutton. The capability shall be software programmable to allow selectable exit reporting.
- m. The system shall provide for a completely downloaded and distributed database such that access control decision are made locally at the gate operator and, in the event of the failure of the host computer or loss of communications to the host computer, the access control system shall continue to operate using full data base information for all cardholders including security areas' authorizations, time zones, expiration dates of cards, holidays, etc. At no time after a card has been entered into the database of the file server and validated shall the system fail to respond to an access request by a valid cardholder. (Restricted subsets of access control privileges and time zone facilities in the distributed database will not be accepted.)

**Alarm Monitor Points:** The Security Access Control System shall provide the following alarm monitoring and reporting functions:

1. The system shall provide for 16 levels of alarm prioritization. The priority determines the order in which a given alarm report will be presented at an ACAM Client Workstation for disposition when more than one alarm is simultaneously active.
2. The system shall provide for special purpose alarm monitoring and/or transaction reporting for specific events, such as, but not limited to the following:
  - a. Anti-passback or tailgating violation
  - b. Rejected access request
  - c. Card reader tampered
  - d. Card reader off-line
  - e. Controller cabinet tampered
  - f. Commercial AC power failure
  - g. Controller communications failure



3. All input points may be configured and/or linked to activate a relay output control point or group of control points.

Relay Output Points: The Security Access Control System shall provide the following relay output control and operational functions:

1. Each security system output point (gate controller and other associated relay outputs) shall have a user-specified 16 character, minimum, text identifier.
2. The system shall allow activation and deactivation of output points manually by the operator, automatically by time zone, automatically by the activation of an alarm point, or, where required, by a card reader.

#### **Article 30.4 Products**

The Contractor shall provide the latest product model and software version available from each manufacturer at the time of installation. No "beta version" or "test software" products will be accepted. All proposed and provided equipment and/or products shall be from the specified and approved manufacturers only, unless previously approved by the Engineer and/or Owner. All products and materials are to be new and free of defects, damage, and corrosion. All materials shall be in compliance with all applicable codes and designed specifically for the function intended.

Wire and Cable: All wiring and cabling shall be per the manufacturers' recommendations. Unauthorized deviations thereof may result in the voiding of the manufacturer's warranty. The Security Access Gate Control System equipment and components shall be supplied as specified below and shall meet or exceed all detailed requirements of this specification as well as providing the capabilities listed below:

1. Card Readers: Card Readers shall be as designed and manufactured by LiftMaster, model KPR2000, including matching power supply, LiftMaster model PS12D2A. Card Readers shall have integrated keypad. Two (2) card readers shall be provided and installed as shown on the plans for ingress; the primary card reader shall be mounted at a height of 42", and the secondary card reader shall be mounted at a height of 64". Mounts shall be LiftMaster gooseneck pedestal mount PED42 & PED64, or approved equal. Each card reader shall include the following capabilities and features:
  - a. The card reader shall utilize and operate on 125KHz Radio Technology, and support HID 26-bit and 30-bit card reader technologies.
  - b. The keypad shall be a standard 12-key (3x4) layout and support 26-bit Wiegand formatting.
  - c. Card readers shall be horizontally polarized.
  - d. Card readers shall be FCC licensed as a Class "A" digital device in accordance with Part 15 of FCC rules.
  - e. Operating range for the card reader shall be 1 inch to 2.5 inches, adjustable.
  - f. Card reader operating temperature shall be -40 degrees F to +140 degrees F.



2. Gate Safety Edge Sensors: Gate edge sensors shall be as designed and manufactured by LiftMaster, Tilt-A-Way, or approved equal. The gate edge sensors shall be loop detectors unless otherwise approved.

### **Article 30.5 Construction Methods**

1. Examination: Prior to beginning equipment installation, examine areas to receive access control equipment. Verify that all conditions are acceptable.
2. Preparation: Inspect the site and determine optimum locations for access control equipment and wireless network equipment. Locations shall be subject to Owner approval and acceptance. If additional equipment is required for proper operation such equipment shall be furnished and installed at no additional cost to the Owner.
3. Installation
  - a. General: Install access control equipment in accordance with the manufacturer's instructions and drawings. Coordinate locations to provide optimum performance for each gate. Transmitter/receivers shall be adjusted and aimed as required to allow proper gate operation with access tags without inadvertent opening of gates from vehicles passing gates on adjacent roadways.
  - b. Reliability: Provide only new components in current manufacturing production. Components shall be manufactured to meet the requirements specified herein and shall be free from characteristics or defects which affect the appearance or which affect the serviceability or render the equipment unsuitable for the intended purpose.
  - c. Maintainability: The components shall be capable of being maintained using commercially available standard tools and equipment.
  - d. Environmental Conditions: Components mounted in locations exposed to weather shall be housed in corrosion resistant enclosures with appropriate environmental protection. Component performance shall not degrade because of improper housing design. Components in enclosures shall meet manufacturer's performance requirements when exposed to the ambient conditions beyond manufacturer's limits. Contractor shall provide strip heaters in enclosures as required to meet manufacturer's performance requirements.
  - e. All work shall conform to the National Electrical Contractors Association "Standard of Installation".
4. System Wiring

All wiring shall be in accordance with the requirements of the National Electrical Code. Low voltage and power (120 volts and above) circuits shall be routed in separate raceways as per manufacturer's written instructions. The system's wiring shall be completely installed with wiring properly sized, tagged and color-coded.

It shall be the responsibility of the Contractor to furnish a complete and working system. No wiring other than that directly associated with Security Access Control System shall be permitted in Security Access Control System conduits. Wiring splices are to be avoided to the extent possible, and if needed they must be made only in junction boxes and shall be



crimp connected. Transposing or changing color-coding of wires shall not be permitted. Wire nut-type connections are not acceptable. All conductors in conduit containing more than one wire shall be labeled on each end and harness so that each drops off directly opposite to each terminal. Cabinet terminals shall be numbered and labeled. All controls, function switches, etc., shall be labeled on all equipment panels.

5. Equipment

- a. General: Mount equipment in a neat professional manner. Rigidly anchor to wall, floor, ceiling or channel iron. Allow adequate clearance for maintenance and as required by the NEC.
- b. Supports and Hardware: Provide galvanized channel supports for exterior equipment. All exterior hardware shall be stainless steel.
- c. Installation: Follow manufacturer's instructions for equipment installation.
- d. Equipment Nameplates: Provide rigid plastic nameplate for each gate card reader, and each Gate Operator, and each wireless transmitter.

6. System Test

- a. Final: The contractor shall deliver Operating and Shop Maintenance Manual in accordance with Division 1. Each manual shall contain, but not be limited to the following:
  - i. A statement of guarantee including date of termination and name and phone number of the manufacturer's representative to be called in the event of equipment failure.
  - ii. A chart showing recommended maintenance over the next 10 years.
  - iii. Trouble shooting scenarios.
  - iv. Complete systems operational logic.
- b. Operation & Maintenance Manuals: Individual factory issued manuals containing all technical information on every piece of equipment installed. In the event such manuals are not obtainable from the factory, it shall be the responsibility of this contractor to comply and include the same. Advertising brochures or operational instructions shall not be used in lieu of the required technical manuals.
- c. Tests and Reports: The Contractor shall perform all electrical and mechanical tests required. In addition, measure and adjust each of the equipment's operating ranges for stable sensitivity setting. This must be performed with the equipment at its operational environmental conditions in appropriate areas. Bench settings are not acceptable. A checkout report shall be prepared by the installation technician and submitted in triplicate, one copy of which will be registered with the equipment manufacturer. The report shall include, but not be limited to the following.
  - i. A complete list of equipment installed and wired.
  - ii. Indication that all equipment is properly installed and functions and conforms to these specifications.
  - iii. Tests of individual devices.





- iv. Serial numbers, locations by address, and model number for each installed detector.
- v. Technicians name, certificate number, and date.
- d. System Testing: Qualified factory representative shall test furnished components to demonstrate the performance of the system. Field verify correct operation of all devices with the Owner. Provide trouble-shooting analysis during start up. Schedule ten (10) working days prior to testing. The systems shall be subject to evaluation for a period of not less than 120 days without failure. It is possible for some equipment to be in evaluation period for more than 120 days, but such conditions shall be subject to the type of failure. Failures may be assigned to equipment, software, or firmware. All abnormal conditions shall be considered as incidents for evaluations purposes. All incidents resulting in an erroneous system function or an inability to perform a function shall be considered a failure. In the event a failure occurs. The evaluation period will start over. The contractor shall maintain a continuous record of operating time, record incidents, and action taken. A qualified factory representative with equipment shall be able to respond to a system failure within 4 hours, 24 hours a day, 7 days a week during the evaluation period. After completion of all the tests and adjustments listed above, the Contractor shall submit the following information.
  - i. Record drawings with conduit layout diagrams including wire color-code and/or tag number.
  - ii. Complete updated wiring diagrams.
  - iii. Detailed catalog data on all installed system components.
  - iv. Copy of the test report.
  - v. Complete recommended spare parts list with price for each item listed.
  - vi. Software Adjustments: Provide software adjustments as requested by the Owner for up to 30 days after final acceptance.

#### **Article 30.6 System Guarantee**

The Contractor shall be responsible for providing a fully functional system.

The systems shall operate without software flaws or inadvertent opening or failures to open gates by leaseholders or Owner. The Contractor shall be responsible for providing a qualified programmer to correct software flaws and qualified personnel to adjust gate transmitters/receivers within a period of 24 hours. Extensive number of flaws shall be justification for requiring extension of the evaluation period. All corrections and adjustments made to the system shall be made at no cost to the Owner.

#### **Article 30.7 Measurement**

Security gate control equipment will be not be measured for payment and shall be considered incidental to the pay item "VCT Security Gate and Fencing."





**City of Valdez  
Minimum Prevailing Wage Rates**

**Project: VCT Security Gate Replacement  
Project Number: 17-350-1708/ Contract Number: 1323**

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>