

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: West Klutina - Repave, Gutter & Sidewalk Replacement

Project Number:

Contract Number: 1380

Cost Code: 350-0310-55000

Issued for Construction

Date: April 20, 2018



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

Project Manager:  
Scott Benda

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



**City of Valdez  
Contract Documents**

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714 / Contract Number: 1380**

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**City of Valdez  
Invitation to Bid**

**Date: April 20, 2018**

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714 / Contract Number: 1380**

This project includes, but is not necessarily limited to:

Furnish and install 3,000 Tons of Classified Fill and Backfill; 1,430 Tons of Leveling Course; 13,380 SY of Pavement Removal; 6,027 LF of P.C.C. Curb & Gutter; 1,700 SY of 4" PCC Sidewalk; 1,400 Tons of A.C. Pavement; Illumination improvements; and other related items of work.

Engineers Estimate for construction under \$3,000,000.

Sealed bids will be accepted until 10:00am local time on Wednesday, May 2, 2018 at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on Wednesday, April 25, 2018 at 10:00 am.

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: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714 / Contract Number: 1380**

**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  
West Klutina - Cottonwood to Hazelet Repave,  
Gutter and Sidewalk Replacement

CAPITAL FACILITIES DIRECTOR

PROJECT NO. 16-350-1714  
CONTRACT NO. 1380  
DATE OF BID OPENING: May 2, 2018

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 Wednesday, April 25, 2018, at 10:00 am 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: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714 / Contract Number: 1380**

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>4/27/18</u>	Initials	<u>[Signature]</u>
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	_____

<u>Harris Sand &amp; Gravel, Inc.</u>	<u>Bill Harris</u>
Company Name	Authorizing Name

<u>5/2/18</u>	<u>President</u>
Date	Title

[Signature]  
Signature



**City of Valdez  
Bid Schedule  
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**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**

**Project Number: 16-350-1714 / Contract Number: 1380**

**SCHEDULE A: Roadway Improvements**

<u>Item No.</u>	<u>CVSS No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
A-1	20.02	CLEARING AND GRUBBING	0	AC	102,000 <sup>00</sup>	0
A-2	20.04	UNUSABLE EXCAVATION	3,290	CY	18 <sup>00</sup>	59,220 <sup>00</sup>
A-3	20.05	TYPE II-A CLASSIFIED FILL & BACKFILL	2,960	TON	15.50	45,880 <sup>00</sup>
A-4	20.06	LEVELING COURSE	1,430	TON	38.50	55,055 <sup>00</sup>
A-5	20.07	TRENCH EXCAVATION AND BACKFILL (VARIOUS DEPTH)	299	LF	61 <sup>00</sup>	18,239 <sup>00</sup>
A-6	20.09	FURNISH TRENCH BACKFILL (TYPE II)	369	TON	16 <sup>00</sup>	5,904 <sup>00</sup>
A-7	20.11	BEDDING MATERIAL (CLASS C)	115	TON	25 <sup>00</sup>	2,875 <sup>00</sup>
A-8	20.17	REMOVE EXISTING SIDEWALK	1,320	SY	4.60	6,072 <sup>00</sup>
A-9	20.18	REMOVE EXISTING CURB & GUTTER	6,330	LF	3.50	22,155 <sup>00</sup>
A-10	20.19	REMOVE EXISTING PAVEMENT	13,380	SY	4 <sup>00</sup>	53,520 <sup>00</sup>
A-11	20.22	GEOTEXTILE (TYPE A)	6,830	SY	5 <sup>00</sup>	34,150 <sup>00</sup>
A-12	20.30	STORM WATER POLLUTION PREVENTION PLAN	1	LS	N/A	8500 <sup>00</sup>
A-13	30.02	P.C.C. CURB & GUTTER (ALL TYPES)	6,330	LF	47 <sup>00</sup>	297,510 <sup>00</sup>



**City of Valdez  
Bid Schedule  
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**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**

**Project Number: 16-350-1714 / Contract Number: 1380**

**SCHEDULE A: Roadway Improvements, continued**

<u>Item No.</u>	<u>CVSS No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
A-14	30.03	P.C.C. SIDEWALK 4" THICK	1,790	SY	125.50	224,645. <sup>00</sup>
A-15	30.03	P.C.C. SIDEWALK 6" THICK	80	SY	174. <sup>00</sup>	13,920. <sup>00</sup>
A-16	30.07	P.C.C. CURB RAMP - 4" THICK	10	EA	7500. <sup>00</sup>	75,000. <sup>00</sup>
A-17	30.07	P.C.C. CURB RAMP - 6" THICK	1	EA	7275. <sup>00</sup>	7,275. <sup>00</sup>
A-18	40.02	A.C. PAVEMENT (CLASS E)	1,460	TON	138. <sup>00</sup>	201,480. <sup>00</sup>
A-19	55.02	FURNISH AND INSTALL PIPE (12-INCH. TYPE S, CPEP)	300	LF	78. <sup>00</sup>	23,400. <sup>00</sup>
A-20	55.06	CONSTRUCT CATCH BASIN	8	EA	3560. <sup>00</sup>	28,480. <sup>00</sup>
A-21	55.06	REMOVE AND REPLACE CATCH BASIN INLET FRAME	10	EA	724. <sup>00</sup>	7,240. <sup>00</sup>
A-22	55.07	CONNECT TO EXISTING STORM DRAIN MANHOLE	7	EA	860. <sup>00</sup>	6,020. <sup>00</sup>
A-23	55.15	ABANDON CATCH BASIN LEAD	1	EA	575. <sup>00</sup>	575. <sup>00</sup>
A-24	60.04	FURNISH AND INSTALL FIRE HYDRANT (SINGLE PUMPER)	6	EA	7900. <sup>00</sup>	47,400. <sup>00</sup>
A-25	60.10	RESET VALVE BOX SECTIONS BELOW FINISHED GRADE	12	EA	230. <sup>00</sup>	2,760. <sup>00</sup>
A-26	60.14	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	5	EA	200. <sup>00</sup>	1,000. <sup>00</sup>



**City of Valdez  
Bid Schedule  
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**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**

**Project Number: 16-350-1714 / Contract Number: 1380**

**SCHEDULE A: Roadway Improvements, continued**

<u>Item No.</u>	<u>CVSS No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
A-27	65.02	CONSTRUCTION SURVEY MEASUREMENT	1	LS	N/A	34,000. <sup>00</sup>
A-28	70.03	ADJUST MANHOLE RING	12	EA	900. <sup>00</sup>	10,800. <sup>00</sup>
A-29	70.04	ADJUST CATCH BASIN TO FINISH GRADE	6	EA	600. <sup>00</sup>	3,600. <sup>00</sup>
A-30	70.06	REMOVE EXISTING CATCH BASIN	2	EA	770. <sup>00</sup>	1,540. <sup>00</sup>
A-31	70.07	ADJUST MAINLINE VALVE BOX TO FINISH GRADE	11	EA	570. <sup>00</sup>	6,270. <sup>00</sup>
A-32	70.13	PAINTED TRAFFIC MARKINGS	1	LS	N/A	10,213. <sup>00</sup>
A-33	70.14	STANDARD SIGNS	206	SF	145. <sup>00</sup>	29,870. <sup>00</sup>
A-34	70.15	TRAFFIC MAINTENANCE	1	LS	N/A	62,000. <sup>00</sup>
A-35	70.19	TEMPORARY ACCESS TO STAGING AREA	1	LS	N/A	1. <sup>00</sup>

**SCHEDULE A BID TOTAL:** 1,406,569.<sup>00</sup>



**City of Valdez  
Bid Schedule**

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**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**

**Project Number: 16-350-1714 / Contract Number: 1380**

**SCHEDULE B: Illumination Improvements**

<u>Item No.</u>	<u>CVSS No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
B-1	80.02	Trench and Backfill (2'W x 3.5'D)	3,370	LF	14 <sup>00</sup>	47,180 <sup>00</sup>
B-2	80.04	Driven Pole Luminaire Pole Foundations	20	EA	2100 <sup>00</sup>	42,000 <sup>00</sup>
B-3	80.04	Load Center Foundation (Type 1A)	1	EA	3000 <sup>00</sup>	3,000 <sup>00</sup>
B-4	80.05	26-28 Ft. Fixed Base Luminaire Pole	20	EA	2800 <sup>00</sup>	56,000 <sup>00</sup>
B-5	80.05	Luminaire Arm (8 – 18 Ft. Length)	33	EA	580 <sup>00</sup>	19,140 <sup>00</sup>
B-6	80.07	Steel Conduit (2 inch) GRC	3,740	FT	10.50	39,270 <sup>00</sup>
B-7	80.08	Junction Box (Type IA)	29	EA	520 <sup>00</sup>	15,080 <sup>00</sup>
B-8	80.08	Junction Box (Type II)	1	EA	2000 <sup>00</sup>	2,000 <sup>00</sup>
B-9	80.10	3 Conductor 8 AWG Type XHHW-2 Cable	3,380	FT	5.40	18,252 <sup>00</sup>
B-10	80.14	Single-Meter Pad-Mount Load Center. Type 1A with Lighting Control	1	EA	5000 <sup>00</sup>	5,000 <sup>00</sup>
B-11	80.23	Luminaire (40 LED, Medium, Type 2)	25	EA	720 <sup>00</sup>	18,000 <sup>00</sup>
B-12	80.23	Luminaire (60 LED, Medium, Type 2)	6	EA	830 <sup>00</sup>	4,980 <sup>00</sup>
B-13	80.28	Remove Luminaire Pole	22	EA	200 <sup>00</sup>	4,400 <sup>00</sup>

**SCHEDULE B BID TOTAL:** 274,302<sup>00</sup>



**City of Valdez  
Bid Schedule  
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**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714 / Contract Number: 1380**

**BID SUMMARY**

Schedule A: Base Bid – Roadway Improvements, BID AMOUNT \$ 1,406,569.00

Schedule B: Illumination Improvements, BID AMOUNT \$ 274,302.00

TOTAL BID SUMMARY (All Schedules) \$ 1,680,871.00

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

Respectfully submitted this 2nd day of May, 2018

**BIDDER:**

Harris Sand & Gravel, Inc.  
Company Name

PO Box 6  
Address

Valdez AK 99686  
City, State, Zip Code

907-835-4756  
Telephone Number

92-006819  
Federal I.D. or S.S.N.

Bill Harris  
Authorizing Name

President  
Title

[Signature]  
Signature

bharris@harrissandg.com  
Email Address

**CORPORATE SEAL**

**ATTEST:**  
[Signature]  
Signature of Corporate Sec.

Bill Harris  
Print Name





**City of Valdez  
Bid Bond**

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

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

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

as Principal, hereinafter called the Principal, and

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

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

New Hampshire

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 Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5% ),

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

Whereas, the Principal has submitted a bid for

**Project: West Klutina Repave, Gutter & Sidewalk Replacement  
Project Number: 17-350-1714 / Contract Number: 1380**

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

Signed and sealed this 2nd day of May, 2018

(Witness)

Harris Sand & Gravel, Inc.

(Principal)

(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

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



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

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

Certificate No. 7811223

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, Glen Lopez; James K. Brady; Jay A. Mile; Katie Booher; Kelly Michael Layman; Kirk C. Leadbetter; Kristy M. Konte

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of June, 2017.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of June, 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, 2021  
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

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 2nd day of May, 2018



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

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

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

Alaska Business License # 60497

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

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

This is to certify that

**HARRIS SAND & GRAVEL INC**

**EIN: 920056819**

**P O BOX 6 VALDEZ AK 99686**

owned by

**HARRIS SAND & GRAVEL INC**

**State of Alaska**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
Regulation of Construction Contractors and Home Inspectors  
**HARRIS SAND & GRAVEL INC**

**DBA: HARRIS SAND & GRAVEL INC**

As

General Contractor Without Residential Contractor Endorsement

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

is licensed by the department to conduct business for the period

**November 10, 2016 through December 31, 2018**  
for the following line of business:

**23 - Construction**



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

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

Chris Hladick

# Valdez Department of Community

## Development

City of Valdez, PO Box 307, Valdez, AK 99686

This is to certify that  
Harris Sand & Gravel, Inc.  
owned by

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

Is licensed by the City of Valdez to conduct business for the period of

January 1, 2018 through December 31, 2018

For the following line of business:

Business Type: 48 – Transportation and Warehousing  
23 – Construction

This license shall not be taken as permission to do business  
in the city without have 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.

License Number: #138





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

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

---

This agreement is made on the 15th day of May, 2018, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and Harris Sand and Gravel, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **one million, six hundred eighty thousand, eight hundred and seventy-one dollars and zero cents (\$1,680,871.00).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by August 17, 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 one thousand dollars (\$1000.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

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



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

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714/ Contract Number: 1380**

---

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

**Harris Sand and Gravel, Inc.**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

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

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

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

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

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

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
 Jeremy O'Neil, 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.

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

\_\_\_\_\_  
 Date

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714 / Contract Number: 1380**

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

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



**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714 / Contract Number: 1380**

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

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

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: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

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: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

in accordance with Drawings and Specifications prepared by

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

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





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

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714/ Contract Number: 1380**

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: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714 / Contract Number: 1380**

**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 Oblige, 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: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714/ Contract Number: 1380**

in accordance with Drawings and Specifications prepared by

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

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



**City of Valdez  
Performance Bond**

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

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: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714/ Contract Number: 1380**

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: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

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: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

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: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714/ Contract Number: 1380**

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



**City of Valdez  
Special Provisions**

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

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## **City of Valdez Special Provisions**

### **Project: West Klutina - Repave, Gutter & Sidewalk Replacement Project Number: 16-350-1714/ Contract Number: 1380**

#### **SP 01 General Statement**

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

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

##### **Base Bid**

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

Improve West Klutina Street. Major items of Work for the Project are broken out as follows: Furnish and install 3,000 Tons of Classified Fill and Backfill; 1,430 Tons of Leveling Course; 13,380 SY of Pavement Removal; 6,027 LF of P.C.C. Curb & Gutter; 1,700 SY of 4” PCC Sidewalk; 1,400 Tons of A.C. Pavement; Illumination improvements; and other related items of work.

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

All work shall be completed in accordance with the Contract Documents by August 17, 2018.

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

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

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

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

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials





and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

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

Staging area will be available on the northeast corner of the Herman Hutchins Elementary School and at the City owned lot on the southwest corner of Hazelet and W. Klutina. The contractor will be responsible for restoring staging area to its existing condition. This includes, but is not limited to, replacement of any chain link fencing and seeding areas disturbed by contractor's operations.

Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow. Work on West Klutina Street between Cottonwood Drive and Clark Street shall be limited after the 2018-2019 school year begins on August 20, 2018. No lane closures or sidewalk closures will be allowed in this area when school is in session (8:00 am – 3:15 pm).

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

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

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

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

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

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



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

#### **SP 08 Permits**

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

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

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

#### **SP 10 Payment**

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

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

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

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

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



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

## **SP 12 Construction Specifications**

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled “West Klutina – Cottonwood to Hazelet Repave, Gutter and Sidewalk Replacement.” These drawings are by reference included herein.



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

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714/ Contract Number: 1380**

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

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement**  
**Project Number: 16-350-1714/ Contract Number: 1380**

Division 10                      Standard General Provisions

**SECTION 10.03              AWARD AND EXECUTION OF CONTRACT**

**Article 3.5              Bonds and Insurance**

*Replace the first sentence of the first paragraph with the following:*

If the amount of the contract is \$100,000 or more, the successful Bidder shall furnish the Engineer a Performance and Payment Bond each in the full amount of the Contract and shall maintain the Bond in force during the continuance of this Contract including the two-year (2) warranty period.

**Article 3.7 Contractor's Warranty**

*Replace the first sentence of the first paragraph with the following:*

The Contractor shall warranty all materials and workmanship for two (2) years from the Final Acceptance Date except when a different period is identified in the SPECIAL PROVISIONS.

**SECTION 10.04              SCOPE OF WORK**

**Article 4.15              Utilities**

*Add the following:*

Contractor is hereby notified that shallow bury utilities such as electric, telecom, and television were not located or surveyed as part of the design effort. It shall be the Contractor's responsibility to locate the utilities prior to any earth disturbing activities. Notify the Engineer immediately if there are any conflicts between utilities and proposed improvements.

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 Payments

*Add the following:*

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



DIVISION 30            PORTLAND CEMENT CONCRETE

SECTION 30.03        PORTLAND CEMENT CONCRETE SIDEWALKS

Article 3.1            Description

*Add the following:*

Work under this section also includes all Work necessary for the construction of concrete driveways

Article 3.4            Measurement

*Add the following:*

Installation of concrete driveways shall be measured per square yard complete in place, under the bid item "P.C.C. Sidewalk 6" Thick."

SECTION 30.07        PORTLAND CEMENT CONCRETE CURB RAMPS

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

Article 7.1            General

The Work under this Section consists of performing all operations pertaining to furnishing and constructing Portland Cement Concrete curb ramps with a detectable warning surfacing in conformance with the Drawings. The ramps shall comply with the Americans with Disabilities Act Title II as identified in 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

The Work covered under this Section shall also include construction of Backing Curb, as required.

Article 7.2            Materials

A. General

The Portland Cement Concrete (P.C.C.) materials and installation shall conform to the requirements of CVSS Section 30.03 – Portland Cement Concrete Sidewalks and the Drawings. The P.C.C. shall have a slump range of four to seven inches (4" to 7") to permit solid placement of the tactile warning panel. An overly wet mix will cause the tactile warning panel(s) to float. Contractor shall not add color to the concrete unless specified in the Drawings. The Contractor shall not apply a troweled pattern to the curb ramps. Contractor shall provide a coarse broom finish for the ramps perpendicular to direction of pedestrian traffic.



Where specified P.C.C. Curb Ramp thickness shall be increased to 6-inches. 6" sidewalk shall be reinforced with #3 rebar at 16" on center, each way.

#### B. Detectable Warning Panel

Each detectable warning panel shall have a truncated domed surface twenty-four inches (24") in depth for the width of the ramp. The truncated domes shall have a height of two-tenths inch (0.2"), a diameter of nine-tenths inch (0.9"), a center-to-center spacing of one and six-tenth inches (1.6") minimum and two and four-tenth inches (2.4") maximum, and a base-to-base spacing of sixty-five one-hundredth inch (0.65"), measured between the most adjacent domes. Contractor shall provide gray cast iron detectable warning plate(s), or panel(s), conforming to ASTM A-48 Class 30B with federal yellow power coat finish manufactured by:

Neenah Foundry Company, Inc.

4107 E. Madison Street

Phoenix, AZ 85034

Phone: 1-866-765-0850;

OR

East Jordan Iron Works, Inc.

301 Spring Street

East Jordan, MI 49727

Phone: 1-800-626-4653

#### Local Contacts:

Ferguson Enterprises, Inc.

151 East 95th Avenue

Anchorage, Alaska 99515

Phone: 907-273-2100

Fax: 907-273-2110

OR

Hughes Supply, Inc.

440 West 40th Avenue

Anchorage, Alaska 99503

Phone: 907-563-3315

Fax: 907-562-2175

or an approved equal.

#### Article 7.3 Construction

The Contractor shall construct each curb ramp and install the detectable warning panel(s) in conformance with the Contract Documents and the manufacturer's recommendations.

No later than five (5) days prior to construction of the curb ramps, Contractor shall submit to the Engineer for review and approval, a layout drawing for each curb ramp to resolve issues related





to pattern repeat, tile cuts, expansion joints, control joints, ramp curves, ramp end returns and surface interfaces, and truncated dome spacing.

Contractor shall install and finish the P.C.C. in accordance with the Contract Documents prior to installation of the detectable warning panel(s). Contractor shall tamp the plate(s) or panel(s) with a small sledge hammer with a two inch by six inch by twenty inch (2" x 6" x 20") wood tamping plate, or lightly vibrate into the fresh concrete to ensure that the panel's field level (base of truncated dome) is flush with the adjacent concrete and top back of curb. Contractor shall ensure that the panel's field level is flush with the adjacent concrete surface, proper water drainage is provided, and potential tripping hazards are eliminated. Contractor shall ensure that the back edge of the detectable warning panel(s) form a smooth arc and is parallel to the top back of the curb.

Immediately after the panel placement, Contractor shall check and adjust accordingly the panel's or plate's field level to be flush with the adjacent concrete surface. Following final field-level adjustment(s), place suitable twenty-five (25) pound weights, conforming to the manufacturer's recommendations, on each panel and additional weights at panel-to-panel joints as necessary to provide a solid contact between the panel underside and the concrete.

During and after the panel installation and concrete curing time, Contractor shall ensure that there is no walking, leaning, or any external forces placed on the panel, thereby causing a void between the underside of the panel and the concrete.

After the concrete has cured, Contractor shall remove protective plastic wraps. If "concrete bleeding" occurs between the panels, Contractor shall remove the residue without damage to the panel surfaces, in accordance with the manufacturer's recommendation.

Contractor shall maintain, on-site, an electronic level, a five foot (5') diameter circle template, and a three foot by five foot (3'x5') rectangular template. Template may be of any material, including paper. Contractor shall, when requested, demonstrate to the Engineer that there are adequate landing and turning areas that meet the dimensions and slopes required on the Drawings.

Backfill and grade areas disturbed by curb ramp construction and restore ground surface as shown on Drawings.

#### Article 7.4 Tolerances

In accordance with the Americans with Disabilities Act Public Rights-of-Way Accessibility Guidelines (PROWAG), dimension not stated as "maximum" or "minimum" are absolute. All dimensions are subject to conventional industry tolerances, except where the requirement is stated as a range with specific minimum and maximum end points.

Conventional industry tolerances recognized by the ADAAG include those for field conditions that may be a necessary consequence of a particular manufacturing process. Information on specific tolerances may be available from industry or trade organizations, code groups, building



officials, and published references. (Example: American Concrete Institute Standard Specifications for tolerances for concrete construction and materials (ACI-117)).

#### Article 7.5 Measurement

P.C.C. Curb Ramp shall be measured per each curb ramp installed including all concrete, detectable warnings and backing curb furnished, constructed, finished, and accepted in place.

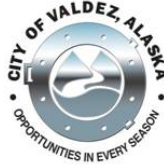
#### Article 7.6 Basis of Payment

Payment for this Work shall be in accordance with Division 10, Section 10.07 – Measurement and Payment, and shall include full payment for all Work described in this Section.

Payment for restoration of existing ground surface disturbed by curb ramp construction will be made under the appropriate pay item “A.C. Pavement,” “P.C.C. Sidewalk,” or “Seeding,” as applicable. No separate payment shall be made for backfilling and grading in preparation for surface treatments. No separate payment shall be made for backfilling and grading in locations where the existing surface is gravel.

Payment shall be made under the following unit:

ITEM	UNIT
P.C.C. Curb Ramp	Each



## DIVISION 55 STORM DRAIN SYSTEMS

### SECTION 55.06 CONSTRUCT CATCH BASIN

#### Article 6.1 General

*Add the following:*

Work under this section also includes removing and replacing the catch basin inlet frame.

#### Article 6.2 Material

*Add the following:*

Type 1 catch basin frames shall be high capacity curb inlet box frames and grates in accordance with Alaska Department of Transportation Standard Detail D-25.00.

#### Article 6.3 Construction

*Add the following:*

Existing grade rings and reducing slab shall be adjusted to match the new inlet frame to the existing and/or proposed curb and gutter. Supply new grade rings as needed to adjust catch basin to final grade. If the grade rings or reducing slab are damaged and deemed unusable by the Engineer, the Contractor shall replace them with new materials.

The existing inlet frame scheduled for removal shall be salvaged and stockpiled for the City of Valdez. Coordinate with the City for pickup of stockpiled items.

Prior to removal of the existing catch basin, survey the existing outlet pipe. Proposed catch basin outlet shall match the existing outlet pipe. Supply corrugated metal pipe as needed to connect the existing catch basin lead to the new catch basin.

#### Article 6.4 Measurement

*Add the following:*

Removing and replacing the catch basin inlet frame shall include all work required to remove the existing frame, adjust the reducing slab, add or remove grade rings, and install a new frame and setting it to proposed grade. Delivery of the salvaged inlet frame and if necessary, replacing the reducing slab and/or grade rings shall be considered incidental to the bid item under construction.

No separate payment shall be made for adjusting catch basin to finish grade, pipe required for connection, or survey of outlet pipe.

#### Article 6.5 Basis of Payment

*Add the following bid item:*

ITEM	
Remove and Replace Catch Basin Inlet Frame	

UNIT
Each



DIVISION 60            WATER SYSTEMS

SECTION 60.04        FURNISH AND INSTALL FIRE HYDRANTS

Article 4.3 Construction

*Add the following:*

New fire hydrants are to be installed on existing fire hydrant legs. Ensure the existing auxiliary valve is in operating condition. Clean any debris in the valve box and reset the valve box as needed. If the auxiliary valve is not operational remove the valve and replace with a new 6-inch valve in accordance with Standard Detail 60-6 and these specifications.

SECTION 60.14        REMOVE AND SALVAGE EXISTING FIRE HYDRANT

Article 14.3 Construction

*Add the following:*

Unless otherwise noted, do not remove the existing auxiliary valve if it will be used in the installation of a new fire hydrant.



DIVISION 70 MISCELLANEOUS

SECTION 70.04 ADJUST CATCH BASIN TO FINISH GRADE

Article 4.4 Measurement

*Add the following:*

Adjusting catch basin the finish grade will not be measured for payment and shall be considered incidental to the bid items “Construct Catch Basin” and “Remove and Replace Catch Basin Inlet Frame.”

SECTION 70.14 STANDARD SIGNS

Article 14.4 Measurement

*Add the following:*

Removal of existing signs will not be measured for payment and shall be considered incidental to the bid item “Standard Sign.”

*Add the following Section:*

SECTION 70.19 TEMPORARY ACCESS TO STAGING AREA

Article 19.1 General

Work under this section includes all labor and materials required to construct a temporary access to the Contractor’s staging yard at Herman Hutchens Elementary School.

Article 19.2 Materials

All materials used for construction of the staging yard shall conform to the requirements outlined in Section 20.28 Unclassified Fill and Backfill, Section 20.26 Drain/Filter Rock, Section 70.10 Reset Fence, and Section 75.05 Seeding.

Article 19.3 Construction

Construct a temporary access as needed from Clark Street to the Contractor staging area on the northeast corner Herman Hutchens Elementary School.

Remove and store existing fence for access construction. Store fence in a secure location. Contractor shall be responsible for any damage to the fence caused by improper storage or theft. Reinstall fence in accordance with Section 70.10 once work is complete.



Construct temporary access over the existing asphalt pathway and ditch on Clark Street. Utilize drain rock for construction of access over ditch. Once work is complete, restore the ditch to its preconstruction conditions.

Damage caused by Contractor's operation to the existing pathway and curb on gutter on Clark Street shall be repaired by the Contractor. No additional payment will be made for repair.

Following completion of work, seed ditch and staging area in accordance with Section 75.05 Seeding.

#### Article 19.4 Measurement

Construction of access to the staging yard shall be measured on a lump sum basis and shall include all work necessary to construct the access and restore the access and the staging area to preconstruction conditions.

#### Article 19.5 Basis of Payment

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

Payment shall be made under the following units:

<u>Item</u>	<u>Unit</u>
Temporary Access to Staging Area	Lump Sum



## DIVISION 80 STANDARD CONSTRUCTION SPECIFICATIONS FOR TRAFFIC SIGNALS AND ILLUMINATION

*This section references Division 80 of the 2015 Municipality of Anchorage (MOA) Standard Specifications as described below and shall be incorporated into these specifications as though physically contained herein with the conditions and modifications.*

### SECTION 80.01 GENERAL

#### Article 1.1 Scope of Work

*Add the following at the end of the first paragraph:*

The General requirements of this Section shall apply to all Sections within Division 80.

#### Article 1.2 Regulations and Codes

*Add the following to the first paragraph:*

For all Division 80 items furnish listed or labeled components, including individual components as well as complete assemblies, whenever those components are available with the listing or labeling.

### SECTION 80.04 FOUNDATIONS

#### Article 4.1 General

*Delete the first paragraph and add the following:*

Install cast-in-place Portland Cement Concrete foundations for traffic signal poles, signal pedestal poles, and pedestrian pushbutton posts. Install driven pile foundations for luminaire poles.

#### Article 4.5 Driven Pile Foundation

*Add the following to the end of the Article:*

Contractor shall pre-excavate holes with vector truck when proposed pole location is within 10-feet of an existing buried utility. Excavation depth shall be a minimum of 12-inches below the anticipated depth of the utility before driving pile. Excavation shall be backfilled and compacted after pile driving is complete.

#### Article 4.6 Measurement

*Append the following to the last paragraph:*



All survey and staking work required to locate the foundations shall be incidental to the work.  
All work to pre-excavate for driven pile foundations shall be considered incidental to the work.

## SECTION 80.08 JUNCTION BOXES

### Article 8.1 General

*Add the following to the last paragraph:*

Junction boxes that are removed and not reinstalled shall become the property of the Contractor and removed from the project right-of-way.

### Article 8.4 Measurement

*Append the following to the last paragraph:*

All survey and staking work required to locate the junction boxes shall be incidental to the work.

## SECTION 80.13 BONDING AND GROUNDING

### Article 13.1 General

*Add the following after the first paragraph:*

In junction boxes, provide enough slack in the grounding conductors to ensure the conduits remain securely bonded to ground should the conduits or ground rod move for whatever reason.

## SECTION 80.14 LOAD CENTERS

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

### Article 14.1 General

Install load centers of the type(s) specified which contain the equipment specified on the Drawings. See the CVSS. Details for the style of cabinet used and the method of installation for each load center type. Complete load center installations also include the vertical length of service conduit and elbow at each load center and providing the documentation and labeling specified herein.

For Type 1A load centers, the cabinet and foundation shown in the Drawings are a matched set. The Contractor may use other load center cabinets, provided one of two adjustments is made. If the cabinet covers the anchor bolts and the outline of the cabinet falls within the top surface of the foundation shown in the Drawings, the Contractor shall provide an interface base for the anchor bolts, otherwise the foundation shall be resized and the anchor bolts relocated to match the proposed load center cabinet.





Use electrical materials, devices, fittings and hardware that are U.L. approved and conform to N.E.M.A. Standards. Furnish terminals suitable for terminating aluminum and copper conductors and sized according to ampere ratings. Furnish NEMA Type 3R enclosures with no external screws, bolts, or nuts. All Work shall conform to the latest edition of the National Electrical Code as last amended and adopted by the Local Authority.

Prior to the load center being energized by the serving utility, the Contractor shall arrange to have it inspected and approved by a Municipal Electrical Inspector. The certificate of electrical inspection, attached to the load center, indicates approval.

Furnish new load centers that are:

- A. Made of stainless steel and provided with a painted finish matching RAL color 7004,
- B. Labeled as a unit by an approved independent electrical testing laboratory as service entrance equipment,
- C. Fabricated with utility sections isolated from the load and distribution load sections by non-removable metal barriers and equipped with landing lugs for terminating the service conductors,
- D. Equipped with ring type meter sockets that conform to the serving utility's electric service requirements,
- E. Furnished with a pocket located on the inside of the load section door for storing load center documentation, and
- F. Fabricated with provisions for padlocking the load and distribution section doors and sealing the utility section doors with a Brooks Type 623 seal (0.047 inch stainless bail).

For third party inspection and labeling of load centers, use independent laboratories (such as UL, ETL, CSA, etc.) that meet ANSI Standard Publication Z34.1 "Third Party Certification Programs for Products, Processes and Services".

Load centers that include lighting circuits shall also contain a multi-pole, 3-position control switch located inside the load center and accessible through one of the lockable doors. The wired switch shall provide three modes of operation: automatic (on), manual on, and manual off. A photocell shall provide operation in the automatic position. Use 12 AWG Type XHHW-2 conductors for the control circuit wiring. In the "Off" and "On" positions of the switch, Contractor shall ensure all leads to the photo control device are de-energized.

The meter section shall contain a meter safety socket with safety shield and a manual link type bypass of the meter. Meter sockets shall not be mounted on doors.

When the positioning of a load center is not detailed on the Drawings, the location shown is approximate and the Contractor shall determine the exact location from the Engineer or the serving utility.

Furnish bolt on type circuit breakers with silver alloy contacts enclosed in an arc-quenching chamber and quick-make, quick-break operation during automatic and manual switching. An ambient temperature range from -40° to +160° Fahrenheit shall not influence overload tripping of breakers. Multiple-pole circuit breakers shall have a common trip. Furnish circuit breakers with an enclosed operating mechanism that is:



- A. Trip-free from operating handle on overload
- B. Trip-indicating
- C. Plainly marked with trip and frame size.

Furnish contactors with normally open contacts rated for 30, 60, or 100 amperes as specified on the Drawings. Provide mechanically actuated, electrically held contactors with coils rated for operation at 240 VAC and contacts made of fine silver, silver alloy, or superior alternative materials rated for 480 VAC.

Contractor shall ensure the wiring configuration conforms to the appropriate electrical diagram, and as the panel schedule indicates for each intersection. Contractor shall complete a load center summary per appropriate detail drawing for each load center location.

Connect the ground bus of load center to the ground rods with 6 AWG soft drawn bare copper and approved connectors.

Provide the following documentation and labeling to complete each load center. All documentation shall be laminated and include panel schedule and 1-line diagram affixed to the inside of the cabinet door.

- A. Affix an exterior nameplate to the front of each load center with LC designation i.e. "HT1" and safety labels,
- B. A power and control 1-line diagram affixed to the inside of the cabinet door that includes: Load Center Identification (A, B, etc.), Project Name, Municipal Project Number, and Service Voltage. Protect each 1-line diagram with a laminated plastic cover
- C. A typed circuit directory affixed to the inside of the cabinet door for each load panel describing each circuit. List even and odd numbered circuit breaker positions on separate parts of the directory. Indicate the service rating of each panel, i.e. 120/240V, 3 wire; 240/480V, 3 wire; 100 AMP or 200 AMP and the interrupting rating. Protect each directory with a laminated plastic cover.
- D. Label the selector switch positions "Auto," "Off" and "On" with placards.
- E. Label all switches and circuit breakers with a plastic placard with the label inscribed and affix to the panel.
- F. The installation instructions for Type 1A load centers.
- G. Label the front with 3M Scotch Cal Reflective Decals noting ownership: MOA, purpose: LU (Illumination) and the voltage.
- H. A Placard/Labels shall be placed on the front of the load center inscribed with the Maximum Fault Current and the date calculated as shown on the Drawings. Placards/Labels shall have sufficient durability to withstand the environment involved.
- I. Provide Arc Flash Warning labels with incident energy values and Personal Protective Equipment (PPE) on each piece of equipment in accordance with NEC article 110.16 and NFPA 70E.



Use three wire photoelectric controls that directly switch a circuit from one conductor to another. Furnish two-piece photoelectric controls that consist of a plug-in photoelectric control unit and a locking type receptacle set in a cast aluminum adapter.

The photoelectric control shall consist of a photoelectric unit that causes a contactor coil to be energized, thus controlling the lighting circuit(s). Install photoelectric units on the load center, unless the Engineer requires pole mounting of the photoelectric unit because a load center mounted unit will not work properly due to ambient light sources. If required, provide photoelectric units for pole top mounting with a slip fitter, terminal block and with cable supports or clamps to support pole wires.

#### Photoelectric Unit:

- A. The photoelectric unit shall consist of a light sensitive element connected directly to a normally closed, single pole throw control relay without intermediate amplifications.
- B. The unit shall be the horizontal sensing type and shall conform to the following:
  - The supply voltage rated is 60 hertz (Hz), 105-277 volts.
  - The maximum rated load is a minimum of 1,800 volt-amperes.
  - The operating temperature range is from -40°F to +150°F.
  - The power consumption is less than 10 watts.
  - The base of the unit has a 3-prong, EEI-NEMA standard, twist-lock plug mounting.
- C. Units for roadway lighting shall have a "turn-on" between 1 and 5 foot candles and a "turn-off" at between 1½ and 5 times "turn-on."
- D. Contractor shall ensure measurements conform to the procedures set forth in EEI-NEMA Standards for Physical and Electrical Interchangeability of Light-Sensitive Control Devices Used in the Control of Roadway Lighting.
- E. The photoelectric control unit shall plug into a phenolic resin twist lock receptacle, adjusted to north sky set in a cast aluminum-mounting bracket with a threaded base. Photocell shall be mounted on top of the load center within a 3/4-inch diameter rigid metal riser extending 18-inches high. Sensor shall be a fixed horizontal photocell. When installed on the load center, Contractor shall ensure the bracket is coupled to the end of a rigid metal conduit. When installed on the top of steel poles, Contractor shall ensure the bracket is installed in the center of the rain cap, secured with a locknut, and made watertight with a fillet of silicone caulking compound. When installed inside the load center, Contractor shall ensure the installation conforms to the manufacturer's recommendations and that all load center penetrations/openings are silicon sealed.

Contractor shall screen photoelectric units to prevent artificial light from causing cycling. The load center shall contain a 2-pole, 3-position on/off auto switch. In the "on" and "off" positions, Contractor shall ensure the switch interrupts all hot leads to the photocell.



Load centers shall be measured as units, complete and in place. The foundations for the Type 1A load centers shall be a separate bid item found under Section 80.04.

Photoelectric control units mounted on the load center shall not be measured separately for payment. The Work performed under Section 80.14, Article 14.2 is considered incidental to work performed under Section 80.14, unless a pole mounted photoelectric unit is required.

#### Article 14.4 Basis of Payment

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

ITEM	UNIT
Single-Meter Pad-Mount Load Center, Type 1A, with Lighting Control	Each

#### SECTION 80.23 LUMINAIRES

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

#### Article 23.1 General

Provide the luminaire(s) specified on the Drawings. Furnish luminaires with the light distribution and light source specified, i.e. color enhanced high pressure sodium, metal halide, or induction lamps or light emitting diodes (LEDs). Furnish lamps of the wattages specified and/or the number of LEDs to be furnished. The light sources shall feature a color rendering index of at least 65 as determined by their manufacturer.

Provide LED luminaires that produce light with a color correlated temperature (CCT) specified on the Drawings.

After the luminaire poles have been installed and plumbed, the Contractor shall level each luminaire to ensure it provides the light distribution used to design the system.

When allowed on the Drawings, the Contractor may furnish approved equal luminaires. The Contractor shall submit the following documents for approval:

- A. Luminaire specifications, including dimensions, and a photograph,
- B. Electronic photometric data in Illuminating Engineering Society (I.E.S.) format, preferably by a link to the manufacturer's web site, including the photometric identification number(s),
- C. The input and output of a lighting analysis program,
- D. The input shall include each lamp or LED bars lumen output, lumen maintenance factors, and each luminaire's photometric identification number, drawing pole number, mounting height, spacing, and offset from the traveled way.
- E. The output shall verify each luminaire provides the average light levels, uniformity ratios, and veiling luminance criteria for the roadways, pedestrian facilities, and intersections listed on the Drawings.
- F. Manufacturer's Warranty information for the substituted fixture. Ten year minimum is required.



### Article 23.2 Light Distribution

The luminaires furnished shall provide the light distribution(s) specified on the Drawings in the following terms as defined by the Illuminating Engineering Society (IES). The distribution along a roadway (longitudinal) shall be short, medium, or long; the luminaire cutoff angle cutoff angle shall be full cutoff for all fixtures and the distribution across a roadway (lateral) shall be Type 1, Type 2, Type 3, Type 4, or Type 5.

Prior to installation, Contractor shall check the socket position in the luminaire to verify it corresponds to the setting indicated in the instructions for the light distribution type shown on the Drawings.

### Article 23.3 Luminaire Features

Luminaires shall feature:

- A. Corrosion-resistant enclosures with space for the driver or ballast and a gray or silver paint finish.
- B. Third party certification for use in wet locations.
- C. Terminal blocks for attaching the illumination tap conductors.
- D. Optical components free of substances that affect photometric performance, e.g. paint.
- E. Housings cast with no provision for a photoelectric control receptacle, except those luminaires specified to be furnished with a photoelectric control.
- F. Gaskets that are securely held in place and are composed of material capable of withstanding the temperatures generated by an operating luminaire on the hottest day.
- G. 7-pin twist-lock receptacle compliant with NEMA standard C136.41 to provide ON/OFF and dimming control.

### Article 23.4 Measurement

Luminaires will be measured as units complete, leveled, and in place, including all labor, equipment, and materials to provide a complete and functioning unit.

No measurement for payment will be made until a functional field test has been completed in accordance with Section 80.16, Article 16.2 Field Tests.

### Article 23.5 Basis of Payment

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

Payment shall be made under the following units:

ITEM	UNIT
Luminaire (No. of LED's) (Longitudinal) (Lateral)	Each



## SECTION 80.28 SALVAGING ELECTRICAL EQUIPMENT

### Article 28.1 General

*Add the following:*

Work under this section shall also include all work necessary to abandon the existing school flashing beacon system.

Salvaged poles, junction box lids, handhole covers, luminaires shall be delivered the City of Valdez Pipe Yard Facility at MP 0 of the Richardson Highway.

### Article 28.2 Measurement

*Add the following:*

Payment for removal of luminaires shall include delivery to the City of Valdez Pipe Yard Facility.

Removal of flashing beacons and associated equipment shall not be measured for payment and shall be considered incidental to the Contract. Removal of junction boxes shall not be measured for payment and shall be considered incidental to the Contract.



**City of Valdez  
Minimum Prevailing Wage Rates**

**Project: West Klutina - Repave, Gutter & Sidewalk Replacement  
Project Number: 16-350-1714/ Contract Number: 1380**

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

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

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

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