

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road

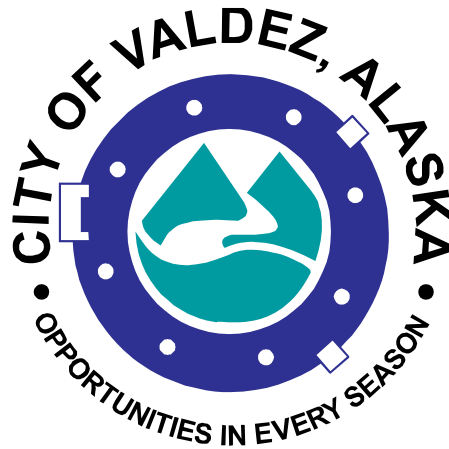
Project Number: 18-350-405

Contract Number: 1486

Cost Code: 350-0750-55000.405

Issued for Construction

Date: March 26, 2019



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

Project Manager:
Scott Benda

Construction Plan Set Completed By:
DOWL
4041 B Street
Anchorage, Alaska 99503



**City of Valdez
Contract Documents**

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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**City of Valdez
Invitation to Bid**

Date: March 26, 2019

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

This project includes, but is not necessarily limited to: Construct approximately 800 LF of armored dike along the northwest bank of the Valdez Glacier Stream.

Engineers Estimate for construction under \$500,000.00.

Sealed bids will be accepted until 2:00pm local time on April 24, 2019, 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 April 10, 2019 at 2:00 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez website at www.valdezak.gov; 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.valdezak.gov> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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
 Glacier Stream DOT&PF
 Right of Way to Dump Haul Road
 PROJECT NO. 18-350-405
 CONTRACT NO. 1486
 DATE OF BID OPENING: April 24, 2019

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

6. Preparation of Bids

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

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

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

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



7. Required Documents for Bid

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

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

8. Required Documents for Award of the Contract

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

9. Bonding Requirements

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

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

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

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

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



B. Contract Payment Bond

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

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

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

C. Contract Performance Bond

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

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

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

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

10. Bidder Qualifications

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

11. Withdrawal of Bids

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



12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

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

15. Local Bidder Preference

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

Section 2.80.020 Definitions

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

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

Section 2.80.065H Competitive Bidding

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



16. Award of Bid

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

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held April 10, 2019, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

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



**City of Valdez
Addendum Acknowledgement**

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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>4-19-19</u>	Initials	<u>J.P.</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	_____

JIM PSENAK CONST. LLC
Company Name

JIM PSENAK
Authorizing Name

4-24-19
Date

MANAGER
Title

Jim Pensak
Signature



**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	All Req'd	LS	N/A	72,175.00
2	Environmental Protection, SWPPP, Permitting	All Req'd	LS	N/A	10,000.00
3	Construction Survey	All Req'd	LS	N/A	28,000.00
4	As-Built Survey	All Req'd	LS	N/A	5,000.00
5	Existing Rock	Cubic Yard	400	25.00	10,000.00
6	Existing Fill	Cubic Yard	1,700	3.00	5,100.00
7	Riprap, Class III	Cubic Yard	4,000	56.00	224,000.00
8	Excavation	Cubic Yard	3,000	4.50	13,500.00
9	Fill	Cubic Yard	2,000	3.50	7,000.00
10	Subbase, Grading F	Cubic Yard	500	12.00	6,000.00
11	Geotextile, Erosion Control	Square Yard	2,500	1.75	4,375.00



City of Valdez
Bid Schedule
Page 2 of 2

Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

Total Bid Amount:

Three Hundred Eighty Five Thousand One Hundred Fifty Zero Dollars Cents
(\$ 385,150.00)

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

Respectfully submitted this 24 day of APRIL, 2019

BIDDER:

JIM PSENAK CONST. LLC
Company Name

PO Box 419 / 12800 SCOTT RD.
Address

PALMER, AK 99645
City, State, Zip Code

907-745-8330
Telephone Number

47-4227432
Federal I.D. or S.S.N.

JIM PSENAK
Authorizing Name

MANAGER
Title

Jim Psenak
Signature

JPC-ALPINE@GCI.NET
Email Address

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Print Name



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

Jim Psenak Construction LLC of PO Box 419, Palmer, AK 99645

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

as Principal, hereinafter called the Principal, and

Lexon Insurance Company of 155 NE 100th Street, Suite 201, Seattle, WA 98125

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

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

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

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

Five Percent of Total Amount Bid

Dollars (\$ 5% of Total Amount Bid)

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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405/ Contract Number: 1486**

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

Signed and sealed this 23rd day of April, 2019

Shelby Roberts
(Witness)

Jim Psenak
Jim Psenak Construction LLC

(Principal)

(Seal)

Manager
(Title)

Lexon Insurance Company

(Surety)

(Seal)

Shelby Roberts
(Title) Shelby Roberts, Attorney-in-Fact



POWER OF ATTORNEY

SCP3672

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Louisville, Kentucky, does hereby constitute and appoint: Shelby Roberts its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed a Bid Bond under bond or undertaking number SCP3672 issued on behalf of Jim Psenak Construction LLC as principal in the penal sum not to exceed \$ 250,000.00

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 250,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 23rd Day of April, 2019.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

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

JIM PSENAK CONSTRUCTION, LLC

PO BOX 419 PALMER AK 99645

owned by

JIM PSENAK CONSTRUCTION, LLC

is licensed by the department to conduct business for the period

November 08, 2018 through December 31, 2020
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.

Mike Navarre

License #: 100174
Effective: 12/27/2018
Expires: 12/31/2020

STATE OF ALASKA

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

Regulation of Construction Contractors and Home Inspectors

Licensee: **Jim Psenak Construction, LLC**

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

Status: **Active**

Doing Business As: **Jim Psenak Construction, LLC**

Note: CONTRACTOR HELD PREVIOUS LICENSE C0NE22046.

Commissioner: Julie Anderson



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

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

This agreement is made on the ____ day of May, 2019, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Jim Psenak Construction, LLC doing business as a corporation located in Palmer, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **three hundred eighty-five thousand, one hundred fifty dollars and zero cents (\$385,150.00).**

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 June 10, 2019. 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 five hundred dollars (\$1500.00) 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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

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.

Jim Psenak Construction, LLC

City of Valdez, Alaska, Authorized

 Signature

 Jeremy O'Neil, Mayor

 Name

 Date

 Title

Attested:

 Date

 Sheri L. Pierce, MMC, City Clerk

 Date

 Mailing Address

Recommended:

 City, State, Zip Code

 Roxanne Murphy, Interim City Manager

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

 Date

 Corporate Secretary

 Nathan Duval, Capital Facilities Director

 Date

Approved as to Form:

Brena, Bell & Walker, P.C.

Attest: _____

Corporate Secretary

 Jon S. Wakeland

 Date

Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
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UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

(Title of Officer)

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

My Commission Expires: _____

Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
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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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

in accordance with Drawings and Specifications prepared by

**DOWL
4041 B Street
Anchorage, Alaska 99503**

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



City of Valdez
Labor and Material Payment Bond

Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

KNOW ALL MEN BY THESE PRESENTS: that

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

as Principal, hereinafter called Contractor, and ,

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

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

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

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$))

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

WHEREAS,

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

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

in accordance with Drawings and Specifications prepared by

**DOWL
4041 B Street
Anchorage, Alaska 99503**

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



**City of Valdez
Performance Bond**

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

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: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My Commission expires: _____



**City of Valdez
Special Provisions**

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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City of Valdez Special Provisions

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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: Construct approximately 800 LF of armored dike along the northwest bank of the Valdez Glacier Stream upstream of the Richardson Highway bridge. This dike will tie into a newly constructed dike that was completed last fall by the State of Alaska DOT&PF.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by June 10, 2019.

Liquidated damages will be assessed in the sum of one thousand five hundred dollars (\$1500.00) 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 may use the existing riprap storage area located at the corner of Glacier Haul Dump road for a staging area.

The Contractor is responsible for setting up detours or barricades if their work interferes with normal traffic flow along the road. The contractor will be responsible for grading the road on an as needed basis in the event their equipment and trucks tear up the gravel driving surface.



SP 05 Hazardous Waste Generation

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

SP 06 Coordination and Schedule

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

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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

SP 08 Permits

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

SP 09 Order of Award of Alternative Bids

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

SP 10 Payment

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



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

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

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

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

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

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "City of Valdez Glacier Stream DOT&PF Right of Way to Dump Haul Road". These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

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

Article 7.7 Final Payments

Add the following:

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



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Glacier Stream DOT&PF Right of Way to Dump Haul Road
Project Number: 18-350-405 / Contract Number: 1486**

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

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

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

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