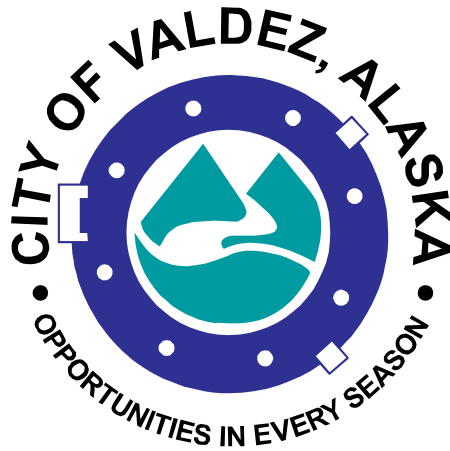


CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904
Contract Number: 1527
Cost Code: 350-0310-55000.1904
Issued for Bid Date: March 18, 2020



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

Project Manager:
Larry Ables

Construction Plan Set Completed By:
PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 99503



**City of Valdez
Contract Documents**

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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**City of Valdez
Invitation to Bid**

Date: March 18, 2020

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

This project includes, but is not necessarily limited to:

Kelsey Dock Deck Replacement and handrail installation. Tasks included demolition of 42,000 square feet of existing timber deck wear surface and replacement with new in-kind material. Installation of new fabricated handrails along the north deck edge are also a part of this scope of work.

Estimate for costs of construction is between \$375,000.00 and \$450,000.00.

Sealed bids will be accepted until 2:00pm local time on April 22, 2020, 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 1, 2020 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 <http://www.valdezak.gov>. 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: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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
Kelsey Dock Deck Replacement
 PROJECT NO. 18-350-1904
 CONTRACT NO. 1527

DATE OF BID OPENING: April 22, 2020

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 1, 2020, 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: Kelsey Dock Decking Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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>01</u>	Dated	<u>03/25/20</u>	Initials	<u>MC</u>
Addendum Number	<u>02</u>	Dated	<u>04/16/20</u>	Initials	<u>MC</u>
Addendum Number	<u>03</u>	Dated	<u>04/22/20</u>	Initials	<u>MC</u>
Addendum Number	<u>04</u>	Dated	<u>04/24/20</u>	Initials	<u>MC</u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>

Wolverine Supply, Inc.
Company Name

Michelle Clapp
Authorizing Name

May 4, 2020
Date

Vice President
Title

Michelle Clapp
Signature



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

**Project: Kelsey Dock Decking Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

<u>Item No.</u>	<u>Spec. No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
Schedule A – Base Bid						
A.1	70.21	Mobilization and Demobilization	All Req'd	LS	N/A	100,000.00
A.2	70.19	Remove and Replace Deck w/ Kerfed 2x6	All Req'd	LS	N/A	100,000.00
A.3	70.20	Handrail Furnish and Install	All Req'd	LS	N/A	100,000.00
A.4		Field Engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close out punch list	All Req'd	LS	N/A	100,000.00
Schedule B – Alternate Bid Items						
B.1	70.20	Retrofit Existing Timber Rails	All Req'd	LS	N/A	100,000.00
B.2	70.19	Alternate 2x4 Deck Replacement	All Req'd	LS	N/A	100,000.00



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

**Project: Kelsey Dock Decking Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

Total Schedule A - Base Bid Amount:

<u>Four Hundred Thousand</u>	<u>Dollars</u>	<u>No</u>	<u>Cents</u>
(\$ 400,000.00)			

I, Wolverine Supply, Inc., 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 5th day of May, 2020

BIDDER:

Wolverine Supply, Inc.
Company Name

Michelle Clapp
Authorizing Name

5099 E. Blue Lupine Drive
Address

Vice President
Title

Wasilla, Alaska 99654
City, State, Zip Code


Signature

(907) 373-6572
Telephone Number

michelle@wsiak.com
Email Address

92-0043461
Federal I.D. or S.S.N.

CORPORATE SEAL

ATTEST: 
Signature of Corporate Sec.

Marc Van Buskirk, Secretary
Print Name



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

Wolverine Supply, Inc.
5099 E Blue Lupine Dr.
Wasilla AK 99654-8419

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

as Principal, hereinafter called the Principal, and

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston MA 02116

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

a corporation duly organized under the laws of the State of Alaska 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 The Total Amount Bid----

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

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

Whereas, the Principal has submitted a bid for

**Project: Kelsey Dock Decking Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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 6th day of May, 2020

(Witness)

(Witness) Penny Silvey

Wolverine Supply, Inc.

(Principal)

(Seal)

(Title) Michelle Clapp, Vice President

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title) Charla M. Boadle, Attorney-In-Fact



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.

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

Certificate No: **8203400**

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, _____
Charla M. Boadle, James Dinneen, John L. Green

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2020.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of March, 2020 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

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 6th day of May, 2020.



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 #

21686

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

WOLVERINE SUPPLY, INC.

5099 E BLUE LUPINE DRIVE SUITE 201 WASILLA AK 99654

owned by

WOLVERINE SUPPLY, INC.

is licensed by the department to conduct business for the period

November 29, 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



Effective: 11/14/2018
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: WOLVERINE SUPPLY, INC.

License Type: General Contractor With Residential Contractor Endorsement

Status: Active

Doing Business As: WOLVERINE SUPPLY INC

Commissioner: Mike Navarre

Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA	Designations	
					Type	Group
Electrical Administrator Assignee	EADE1178	Electrical Administrator	Dagwood Shoemaker		No designations found.	
Residential Endorsement Assignee	RESR1175	Residential Contractor Endorsement	BILL VAN BUSKIRK			
Residential Endorsement Assignee	RESR2515	Residential Contractor Endorsement	BRUCE VAN BUSKIRK			

WOLVERINE SUPPLY INC
5099 E BLUE LUPINE DR
WASILLA, AK 99654-3419

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors WOLVERINE SUPPLY, INC DBA: WOLVERINE SUPPLY INC As General Contractor With Residential Contractor Endorsement		
License CONGJ40	Effective 11/14/2018	Expires 12/31/2020

WOLVERINE SUPPLY, INC.
5099 E. BLUE LUPINE DR.
WASILLA, ALASKA 99654
PHONE: 907-373-6572 FAX: 907-357-2023

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Capital Facilities Director	Michelle Clapp
FAX NUMBER:	DATE:
(907) 835-5574	May 6, 2020
COMPANY	TOTAL NO. OF PAGES INCLUDING COVER:
City of Valdez	2
PHONE NUMBER	SENDER'S REFERENCE NUMBER:
(907) 835-5478	
RE:	PROJECT:

BID MODIFICATION**Kelsey Dock Decking Replacement**

Good Afternoon,

Please find **attached** Wolverine Supply, Inc.'s **BID MODIFICATION** for the Kelsey Dock Decking Replacement project.

Should you have any questions, please feel free to contact me.

Thank You,



Michelle Clapp
Vice President



City of Valdez
Bid Schedule
Page 1 of 2

Project: Kelsey Dock Decking Replacement
Project Number: 18-350-1904 / Contract Number: 1527

<u>Item No.</u>	<u>Spec. No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
Schedule A – Base Bid						
A.1	70.21	Mobilization and Demobilization	All Req'd	LS	N/A	Deduct 70,000.00
A.2	70.19	Remove and Replace Deck w/ Kerfed 2x6	All Req'd	LS	N/A	ADD 202,000.00
A.3	70.20	Handrail Furnish and Install	All Req'd	LS	N/A	Deduct 65,000.00
A.4		Field Engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close out punch list	All Req'd	LS	N/A	Deduct 90,000.00
Schedule B – Alternate Bid Items						
B.1	70.20	Retrofit Existing Timber Rails	All Req'd	LS	N/A	Deduct 89,000.00
B.2	70.19	Alternate 2x4 Deck Replacement	All Req'd	LS	N/A	Deduct 81,000.00



City of Valdez
Agreement Page 1 of 2

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

This agreement is made on the 19th day of May, 2020, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and Wolverine Supply, Inc. doing business as ~~an individual, partnership~~, a corporation (strike out inapplicable words) located in Wasilla, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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-eight thousand dollars and zero cents (\$388,000.00)**.

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 within **one hundred eighty (180)** calendar days of the Notice to Proceed. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of five hundred dollars (\$500.00) 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: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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

Wolverine Supply, Inc.

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

 Mark Dettter, 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: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

[illegible]

(Name of Officer)	(Title of Officer)
-------------------	--------------------

(Name of Corporation)

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

Notary Public

My Commission Expires: _____

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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

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

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

Subscribed and sworn to this _____ day of _____, 2020.

My Commission Expires:



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

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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 _____, 2020, entered into a contract with Owner for

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

in accordance with Drawings and Specifications prepared by

**PND Engineers, Inc.
1506 West 36th Avenue
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: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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 _____, 2020

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond
Page 1 of 2**

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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 _____, 2020, entered into a contract with Owner for

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

in accordance with Drawings and Specifications prepared by

**PND Engineers, Inc.
1506 West 36th Avenue
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
Page 2 of 2

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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 _____, 2020

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

CONTRACTOR: _____

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

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ day, _____, 20____.

CONTRACTOR

CITY OF VALDEZ, OWNER

 (Signature)

 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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 and 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: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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City of Valdez Special Provisions

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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 (CVSS)”.

This project includes two schedules of Work, as further defined in SP02. Technical specifications for work performed utilizes the CVSS as modified by the "Modifications and Additional Specifications" included in the bid documents. The CVSS General Conditions and Special Provisions apply to all schedules of work.

The following Special Provisions (SP) set forth conditions and requirements unique to this Project and are supplemental to, and if determined by COV, supersede the CVSS articles as referenced.

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:

Schedule A: Remove and replace existing 2x4 treated timber deck wear surface with a new kerfed 2x6 as detailed in the project documents. Miscellaneous sized transition boards also require replacement. New timber handrails are to be finished and installed on the edge of the dock as shown in the plans.

Alternate Bid(s)

The Scope of Work of the Alternates No. B.1 and B.2 of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Alt B.1 – Modify the existing timber rails as needed to match new timber rail layout.

Alt B.2 - Replace decking wear surface with 2x4 timber in lieu of the 2x6 timber specified in the base bid.

All additional/alternate work beyond the base estimates shall require Owner approval before proceeding.



SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents within 180 calendar days of the date of the written Notice to Proceed.

Liquidated damages will be assessed in the sum of five hundred dollars (\$500) 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 (COV) 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 Kelsey Dock is a federally regulated facility and when a Cruise Ship or other regulated vessel is docked at the facility it becomes a restricted site with strict security procedures that must be adhered to at all times; this includes the Transportation Security Administration's Transportation Worker Identification Credential (TWIC) program for accessing maritime facilities. When work area on the dock is adjacent, near or part of the path of travel for departing or on boarding cruise ship crew and visitors or in an area used for supplying water to the cruise ship these condition must be adhered to:

- **At the end of the day before a Cruise Ship is to be docked, contractor will have the work areas and general site conditions impeccably clean and hazard free.**
- **The egress and entrance paths of travel to be prepped in an ADA accessible standard.**
- **No work will take place within the path of travel and staging areas for the cruise ship (central portion of the dock)**
- **Depending on the work area, on occasion, workers will be allowed permission to be on the dock while a cruise ship is alongside providing the following conditions are met:**
 - **Pre-approval of work area is required and may not inhibit cruise ship operations.**
 - **TWIC escort procedures may be utilized allowing for a minimum one credentialed person escorting no more than five un-credentialed people by staying in the visual and audio proximity. The credentialed person shall have their physical TWIC card on their person at all times in this instance. At no time shall an un-credentialed person be left un-escorted.**
 - **All persons will check in with security officials prior to and before accessing the dock**
 - **All workers will go through a verbal briefing on "Knowledge Requirements" in advance of the commencement of work.**

KELSEY DOCK - At the Kelsey Dock there will be 25 ports of call between May and September; six in May, five in June, six in July, six in August and two in September. No work is to be performed when a Cruise Ship is in port unless the criteria listed above are met.



The Kelsey Dock will remain in operation throughout this construction project but will at times be restricted.

The contractor is required to barricade work area so the public will have access to areas of the dock not under construction. A seventy foot gap is the greatest distance contractor is to have between newly installed and completed area and the demolition area. At no time will the contractor be able to work at both ends of the dock. This does not include railing work. Railing work will have a barricade of its own.

Disruption to the construction schedule may occur if and when any kind of operations/functions takes place that requires limited or no access to the Dock. The schedule will be adjusted during such occurrence.

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 in the parking lot to the North of the dock. Coordinate specific staging area with City.

The Contractor will be responsible for moving dock fixtures/ furniture and other items necessary to complete the work.

Moving and the re-installation of the NOAA Tide Station located on the NW corner of the dock shall be coordinated with CITY and NOAA's:

Dave Sinson
Physical Scientist, Pacific Operations Branch Field Operations Division
NOAA, NOS, CO-OPS
7600 Sand Point Way NE, Bldg. 8
Seattle, WA 98115
206-526-6909 Cell - 206-639-1149

NOAA anticipates performing the removal and re-installation of the Tide Station and equipment. With proper notice and pre-planning NOAA will disconnect power, lower and disconnect the mast from the base. Disconnect the sensor cables, and remove the lag bolts. NOAA will install a pre-



approved base after the decking is installed. If requested, the City will assist with operating a small utility fork lift to move and set back down in the same half day.

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.

KELSEY DOCK – Cruise Ships will be in port on the following days: May 4, 8, 13, 24, 27, 28, June 10, 13, 17, 21, 24, July 3, 7, 8, 22, 23, 27, August 4, 5, 12, 16, 19, 30, & September 2, and 16. No work is to be performed when a Cruise Ship is in port except as previously noted. These are tentative dates that will be confirmed two weeks in advance, it is anticipated that dates may shift slightly (plus or minus a day) based on weather conditions.

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 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.

The Contractor shall adhere to the provisions and stipulations set forth in all applicable permits.



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 drawings titled "Kelsey Dock Deck Replacement". These drawings are by reference included herein.



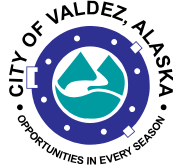
SP 13 Substitute Materials

All materials and equipment furnished under the contract shall be new unless otherwise specified, and shall be good quality, free from defects, and shall conform to the requirements of the Contract Documents. Substitute materials shall not be used unless approved by the Design Engineer prior to installation. When required by the Design Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In order to establish standards of quality the Specifications may refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers. The words "approved equal" shall be considered following all such listings regardless of whether or not they so appear. The Contractor shall furnish the Design Engineer the complete list of proposed substitutions within ten (10) calendar days of the effective date of the Notice-to-Proceed (or such time as may be approved by the Engineer), together with complete engineering and catalog data in sufficient time prior to their use to give the Engineer adequate time for review. Failure on the part of the Contractor to obtain the necessary approval prior to ordering or using such alternate material or equipment shall not relieve the Contractor of furnishing acceptable material or equipment as required by the Contract Documents. A Substitution Request form shall accompany each material for which the Contractor request a substitution. The Contractor shall abide by the Engineer's decision when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved in writing. Material shall be stored in such a manner as to insure the preservation of their quality and fitness for use. When considered necessary to protect material against cold, dampness, or to keep them clean and free from dust, dirt, or other detrimental matter, suitable sheds, platforms, and covers shall be provided by the Contractor. The Contractor shall provide easy access to stored material for inspection whenever requested by the Owner or Engineer. Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the Manufacturer. In the event of conflict between the manufacturer's directions and the Contract Documents, the higher standard requirements shall govern.

SP 14 Allowance/Markup on Change orders

Reference CVSS section Article 7.3 Payment for Time and Material: Replace the 'Allowances' section with the following:

On self-performed work, in addition to the direct costs of labor and material incurred by the Contractor, the Contractor shall be entitled to an allowance/markup of ten percent (10%) of the direct cost of work for profit and overhead. On subcontracted work, Contractor shall be allowed a five percent (5%) allowance/markup of the Subcontractor's direct costs. These percentage allowances are inclusive of any management time required to prepare and process the change order. This allowance does not apply to owned or rented equipment.



If Work is performed by a Subcontractor, the Subcontractor actually performing the Work shall be entitled to those allowances for overhead and profit listed above plus an additional five percent (5%) for management and supervision of the additional work. Each subsequent higher tiered Subcontractor or Contractor shall be allowed no more than an additional five percent (5%) of the Subcontractor's direct costs. In no case shall total cumulative markup on direct costs exceed thirty percent (30%).

If lower markups are established via bid forms or negotiation, the lower markups shall apply to change orders.

The allowance made in accordance with the terms outlined above will be understood to be complete reimbursement and compensation for all project office and office staff, general office overhead, use of tools, and small equipment, overhead expenses, bond cost, insurance premiums, profits, indirect costs, delays impacts on the rest of the Work and losses of all kinds and other items of cost not specifically designated. No other reimbursement, compensation or payment will be made for time and material work.

Any allowance made by the Contractor to a Subcontractor, other than specified herein, shall be at the expense of the Contractor.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

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City of Valdez
Modifications and Additions to the Standard Specifications

Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527

Division 10 STANDARD GENERAL PROVISIONS

Section 10.01 Definitions

ENGINEER – The ENGINEER shall be further defined as:

PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, AK 99503
Tel. (907) 561-1011

Except where interpreted to identify the Owner, Project Manager or designated Owner's representative.

Section 10.05 Control of Work

Article 5.5 Shop Drawings

A. General

Contractor is encouraged to submit shop drawings in PDF format in lieu of hardcopies.

D. Review Period

Engineer may return submittals in PDF format in lieu of hardcopies.

Article 5.6 Product Data

Contractor is encouraged to provide submittals in PDF format in lieu of hardcopies.

Section 10.06 Legal Relations and Responsibilities

Article 6.9 Insurance

Include the following parties or entities as additional insured:

- A. City of Valdez, 212 Chenega Ave., Valdez, Alaska, 99686.
- B. PND Engineers, Inc. 1506 West 36th Avenue, Anchorage, Alaska 99503.



Division 70 MISCELLANEOUS

SECTION 70.19 - AIA standard Construction specifications

Timber Deck Replacement

Article 19.1 Description

This section includes all labor, materials, tools and equipment necessary to replace existing timber decking in-kind. Work includes demolition and disposal, cleaning and surface preparation, furnishing and installing all new decking material as shown in the Plans to the satisfaction of the Engineer and in accordance with the requirements of the Contract Documents.

Submittals:

- A. Material certifications and product data
 - a. Attachment hardware
 - b. Timber grading and pressure treatment certifications
 - c. Field applied timber preservative
- B. Deck replacement
 - a. Decking demolition and disposal plan in conjunction with Section 70.23.
 - b. Traffic/pedestrian control plan.
 - c. Construction schedule.
 - d. Replacement plan and procedures including repair plan for field treating drill, cut, or otherwise damaged timber.
- C. Experience Requirements
 - a. List of completed projects of similar scope within the last 10 years. The list shall include a minimum of 3 projects that includes date of work, description, references, and amount of work performed.

Article 19.2 Materials

General:

- A. All materials shall conform to the Contract Documents and as shown on the Plans. Purchase orders shall contain all necessary information to ensure that materials purchased will comply with the Contract Documents.
- B. All materials incorporated into this project shall be new, unless otherwise noted on the Drawings. Material not specifically noted in the Contract Documents or on the Drawings shall be submitted by the Contractor for approval by the Engineer. Approval will be based on conformance to current standards utilized by the Owner or as applicable in the opinion of the Engineer.
- C. All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

Decking:

- A. Shall be surfaced four sided (S4S), unless otherwise noted on the Plans, and



conform to No. 1 and better Coastal Region Douglas Fir, according to WCLIB Grading Rules. No individual timber shall fall outside the specified grade. Each piece of lumber shall be stamped with a grade mark, which identifies the grading and certification, and shall be so marked as to be legible after pressure treatment. All sawn timber shall be pressure treated. Timber shall be treated with preserve in accordance with AWP A U1 and T1, latest edition. Timbers shall be pressure treated with ACZA to 0.60pcf retention. Field Treatment compounds for holes and cuts to treated timber shall be as specified by AWP A M-4. Saturate the area with (3) coats of copper naphthenate.

- B. All decking and transition timber shall be kerfed, as detailed in the plans.
- C. Timber decking shall be supplied in minimum lengths of 16ft to maximize spacing of joints. Smaller sizes may be supplied as appropriate for exterior edges requiring shorter members.

Attachment Hardware:

- A. All nails shall be hot-dipped galvanized 16D spiral or ring shanked nails conforming to ASTM F1667 unless otherwise specified in the plans.

Article 19.3 Construction

- A. Existing timber 2x4 surfacing and 2x transition boards shall be removed and replaced as specified in the Plans.
- B. Contractor shall record all existing deck planking sizes, attachment locations, and other pertinent data to adequately replace existing components with new timber. Some areas, as noted in the plans, may be modified for different orientation or member sizes. Contractor to supply enough material for both options.
- C. Several objects on the deck will require removal as noted in the Drawings. Contractor shall coordinate with Owner all items to be temporarily relocated. NOAA tide station and mast relocation shall be coordinated with Owner and NOAA personnel.
- D. After demolition efforts in conformance with Section 70.23, Contractor shall not proceed with installing new decking until City conducts a condition assessment of sub-deck. Any areas of the subdeck exhibiting significant decay or structural distress shall be presented to Engineer for assessment. Provide City with 48-hrs notice prior to estimated start of new deck installation.
- E. All surfaces to receive new components shall be cleaned of debris and other contaminants to ensure the timber bears flush and new components are not damaged during installation.
- F. Timber materials shall not be dragged or dropped.
- G. Storage and transportation shall be on suitable cribbing, blocking, or other materials to avoid excessive deflection or damage.
- H. New timber planks will require field modifications for proper end cuts and fit around existing utilities (ie cover plates, grates, etc.) or structural components. Tapering, routing, drilling, or other modifications should be anticipated at transition areas and over underlying structure components such as bolt heads. All field drilled holes, cuts, or other damaged areas shall be field treated per AWP A M-4 with Engineer approved treatment product.



- I. Shims or other short pieces needed to fill gaps, will require Engineer approval as decking layout is intended to minimize number of member pieces and joints.
- J. Timber joints shall be spaced at greatest practical lengths and staggered a minimum 2 feet from adjacent timber joints.
- K. Nails shall be spaced longitudinally at maximum 2-foot intervals. Each interval, and at each end of the boards, shall receive (2) nails transversely across the width unless otherwise noted.
- L. All nail attachments shall be predrilled with pilot hole approximately 75% of the nail diameter. Splitting caused by nail attachments is not acceptable unless approved by Owner.

Article 19.4 Measurement

Remove and Replace Deck w/ Kerfed 2x6: All work associated with replacing the timber deck wear surface with kerfed 2x6 timber will be measured by Lump Sum.

Alternate 2x4 Deck Replacement: All work associated with replacing the timber deck wear surface in-kind with 2x4 timber will be measured by Lump Sum.

Article 19.5 Basis of Payment

Remove and Replace Deck: The Lump Sum payment is considered all-inclusive of the work associated with removing existing 2x4 timber wear surface and installing new kerfed 2x6 timber decking. Timber procurement and transportation costs shall be included. Decking materials and labor to include miscellaneous transition board replacement. Costs to include all ancillary material such as attachment hardware and repair preservatives, and include required field modifications for timber installation.

Alternate 2x4 Deck Replacement: The Lump Sum payment is considered all-inclusive of the work associated with replacing the existing timber wear surface in-kind. This includes procurement and installation of 2x4 decking in lieu of kerfed 2x6 timber as detailed in the base bid. 2x4 decking shall conform to the same specifications under this section with exception to the kerf requirements. 2x4 timbers shall not be kerfed. This item is excluded from the base bid.

Payment shall be made on the following basis:

ITEM	Unit
Remove and Replace Deck w/ Kerfed 2x6	Lump Sum
Alternate 2x4 Deck Replacement	Lump Sum

SECTION 70.20

Handrails



Article 20.1 Description

This section includes all labor, materials, tools and equipment necessary to furnish and install handrails where shown on the design drawings. Installation includes all associated material, fabrication and mounting hardware.

Submittals:

- A. Installation plan:
 - a. Include list of equipment and materials needed for installation.
- B. Material certifications and product data
 - a. Timber grading and pressure treatment certifications
 - b. Attachment hardware
- C. Protective coatings
 - a. Galvanizing certifications
 - b. Field applied timber preservative

Article 20.2 Materials

General:

- A. All materials shall conform to the Contract Documents and as shown on the Plans. Purchase orders shall contain all necessary information to ensure that materials purchased will comply with the Contract Documents.
- B. The Contractor shall inspect all materials, upon arrival, for conformance with the purchase orders, and the Contractor shall confirm that mill certificates and test reports are provided and that they correctly identify the materials delivered. If the Contractor proposes a substitute for any material, the proposed substitution shall be submitted to the Engineer for approval prior to ordering/delivering the proposed substitute material. Supplier must be prepared to supply materials as identified in the Contract Documents if the proposal for a substitution is not approved by the Engineer.
- C. All materials incorporated in the project shall be new. Materials not specifically noted in the Contract Documents or on the Plans shall be submitted by Contractor for approval by the Engineer. Approval will be based on conformance to current standards utilized by the Owner or as applicable in the opinion of the Engineer.
- D. All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

Handrails:

- A. Posts and rails shall be surfaced four sided (S4S). Timbers shall conform to No. 1 and better Coastal Region Douglas Fir, according to WCLIB Grading Rules. No individual timber shall fall outside the specified grade. Each piece of lumber shall be stamped with a grade mark, which identifies the grading and certification, and shall be so marked as to be legible after pressure treatment. All sawn timber shall be pressure treated. Timber shall be treated with preserve in accordance with AWP A U1 and T1, latest edition. Timbers shall be pressure treated with ACZA to 0.60pcf retention. Field Treatment compounds for holes and cuts to treated timber shall be as specified by AWP A M-4. Saturate the area with (3) coats of copper naphthenate.



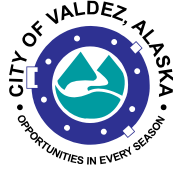
- B. Timber shall be supplied in lengths to maximize spacing of joints.

Attachment Hardware:

- A. Timber rail to post connections shall be galvanized ASTM A307 timber (economy) bolts with hex nut and M.I. washer.
- B. Timber post to bullrail connections shall be galvanized ASTM A307 timber bolts or threaded bar with hex nut and M.I. washer. Counterboring required for threaded bar.
- C. Lag screws shall be galvanized ASTM A307.
- D. All Hardware, brackets and nails, shall be galvanized per ASTM A153.

Article 20.3 Construction

- A. It is recommended that the Contractor visit the site, prior to bid, to assess the site conditions and existing obstructions.
- B. All existing obstructions not identified in the Plans and requiring Engineering direction shall be presented as soon as possible. Some items may need removal or relocation prior to handrail installation.
- C. Damage to handrail or existing components shall be repaired at the Contractor's expense.
- D. All nail, bolt, or screw attachments shall be predrilled with pilot hole. For nails, holes shall be approximately 75% of the nail diameter. For bolts, holes shall be 100% of the shaft diameter. For screws, stepped holes shall not be larger than the root diameter over the full depth of thread and not larger than the nominal bolt diameter over the shoulder length. Preservative field treatment not required for holes 1/4-inch diameter or less.
- M. Contractor shall coordinate post layout with Owner/Engineer prior to installation. Existing bullrail connections, light poles, water sheds, and other obstructions will be considered during layout to minimize number of posts, connections, and rail splices.
- N. Utility conduit is known to run along the timber stringers where post bottom connections are intended. Timber block spacers or shims, will be required to be placed above this conduit as needed to install post connections into the subdeck. If attachment to subdeck is impractical at a given location, address issue with Engineer. Subdeck attachment shall not land on a timber joint.
- O. Posts shall be plumb with maximum 1/4-inch in 4-feet tolerance. Rail horizontal tolerance shall not be greater than 1/4-inch in 8-feet.
- P. Existing water shed life ring and cabinet support frame will require removal for rail installation. Coordinate with Owner for relocation of life ring.
- Q. Timber materials shall not be dragged or dropped.
- R. Storage and transportation shall be on suitable cribbing, blocking, or other materials to avoid excessive deflection or damage.
- S. New timber rail and posts will require field modifications. Tapering, routing, drilling, or other modifications will be required. All field drilled holes, cuts, or other damaged areas shall be field treated per AWP M-4 with Engineer approved treatment product.



- T. Timber rail joints shall be spaced at greatest practical lengths and staggered every other rail, and post connection.

Article 20.4 Measurement

Handrail Furnish and Install: All work associated with procuring, fabricating and installing handrails will be measured by Lump Sum for the scope specified in the Plans.

Retrofit Existing Timber Rail: All work associated with procuring, fabricating and modifying existing east/west approach rails will be measured by Lump Sum for the scope specified in the Plans.

Article 20.5 Basis of Payment

Handrail Furnish and Install: All time and materials associated with the complete installation of the handrail segments #1, #2, and #3 as part of the base bid.

Retrofit Existing Timber Rail: All work associated with modifying existing timber rails at the east and west approaches identified in the plans. Work includes procurement of new 2x4 mid-rail, attachment hardware, and adjustment of existing 3x8 bottom rail as detailed in the plans. This item is excluded from the base bid.

Payment shall be made on the following basis:

ITEM	Unit
Handrail Furnish and Install	Lump Sum
Retrofit Existing Timber Rails	Lump Sum

SECTION 70.21 Mobilization and Demobilization

Article 21.1 Description

Description:

- A. Move personnel, equipment, supplies, and incidentals to the project site
- B. Establish offices, buildings, and other facilities
- C. Perform other work and operations and pay costs incurred, before beginning construction
- D. Complete similar demobilization activities; and
- E. Furnish required submittals such as as-builts, certificates, payrolls, and others specified in the contract documents.

General Requirements:



- A. Ensure subcontractors comply with the Federal and State DOLWD requirements.
- B. Do not consider the cost of Meals and Lodging, or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05. This will be accounted for separately from mobilization/demobilization.
- C. Mobilization shall include the obtaining all Permits; moving onto the site of all personnel and equipment; furnishing and installing temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work.

Article 21.2 Measurement

- A. The Contractor's attention is directed to the condition that no payment for Mobilization, or any part thereof will be approved for payment under the contract until all Mobilization items listed above have been completed as specified.
- B. When 2% of the original contract amount from other bid items is earned, 50% of the amount bid for mobilization and demobilization, or 2% of the original contract amount, whichever is less will be paid.
- C. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all contract work is completed and approved and submittals required under the Contract are received and approved.

Article 21.3 Basis of Payment

Payment shall be made on the following basis:

ITEM	Unit
Mobilization and Demobilization	Lump Sum



SECTION 70.23 REMOVAL AND DISPOSAL OF MATERIALS

Article 23.1 Description

Work under this section includes all materials or obstructions that are to be removed or otherwise discarded as part of the Contract Documents.

General:

- A. All demolished, removed, or otherwise discarded material shall become property of the Contractor and shall be moved offsite and disposed of at the Contractors expense in accordance with all applicable laws and regulations.
- B. Contractor shall submit a plan for all items to be removed and disposed of as a part of the Contract Documents. Plan shall address any environmental or permitting regulations.
- C. Disposal sites shall be in accordance with Section 10.04 Article 4.9.

Article 23.2 Measurement

Basis measurement for removal and disposal effort shall be under Lump Sum for the bid items specifying said removal efforts.

Article 23.3 Basis of Payment

Payments for removal and disposal efforts shall be considered incidental to the performance of work.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Kelsey Dock Deck Replacement
Project Number: 18-350-1904 / Contract Number: 1527**

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.