



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, March 15, 2022

7:00 PM

Council Chambers

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#### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of March 1, 2022](#)

##### V. PUBLIC APPEARANCES

1. [Lanette Oliver, Valdez Adventure Alliance - 2022 Valdez Ice Climbing Festival Report](#)

##### VI. PUBLIC BUSINESS FROM THE FLOOR

##### VII. CONSENT AGENDA

1. [Appointment to Valdez Museum & Historical Archive Association Board of Directors \(Applicant: Michelle Cullen\)](#)
2. [Appointment to Prince William Sound Regional Citizens' Advisory Council - Valdez Representative \(Applicant: Dorothy Moore\)](#)
3. [Appointment to City Economic Diversification Commission \(Applicant: Chris Watson\)](#)
4. [Proclamation: Earthquake Remembrance Day](#)

##### VIII. NEW BUSINESS

1. [COVID-19 UPDATE](#)
2. [Approval of Annual Renewal of City/School Health Insurance Benefit Plan for Period Beginning 4/1/2022](#)

3. [Approval to Purchase a 2022 Type 1 Ambulance from Hughes Fire Equipment Inc. in the Amount of \\$271,530.00](#)
4. [Approval of Professional Services Agreement with DOWL, LLC. for Design Service - Pavement Management Phases IV, V, and VI in the Amount of \\$1,109,739.85](#)
5. [Approval of Contract Award with Rainbow Builders, INC for the Hermon Hutchens Elementary School Flooring and Phased Renovations - Phase I Project in the amount of \\$376,495.00](#)
6. [Approval of Contract Amendment with Altman Rogers for 2021 Financial Audit Services](#)

#### IX. ORDINANCES

1. [#22-02 - Amending Chapter 2.80, Section 2.80.075, Titled Open Market Purchases/Procurement. First Reading for Public Hearing.](#)

#### X. RESOLUTIONS

1. [#22-13- Amending the 2022 City Budget by Recognizing \\$8.6MM of Additional Revenues, Appropriating \\$3.7MM of Excess Funds Carried Forward from 2021, and Appropriating \\$10.1MM to Council-approved Capital and Major Maintenance Projects and Miscellaneous Operating Expenses](#)
2. [#22-14 - Amending the 2022 City Budget to Recognize \\$23,522.48 in Revenues, and Appropriating Same for Expenses Relating to a Memorandum of Agreement with the State of Alaska Division of Public Health for their Healthy and Equitable Communities Program](#)
3. [#22-15- Amending the 2021 City Budget by Accepting \\$1,251.62 in Unbudgeted American Rescue Plan Act \("ARPA"\) Grant Revenues and Appropriating Same to Sewer Force Main Project Within the Capital Projects Reserve Fund](#)
4. [#22-16 - Authorizing the Purchase of 20 Lots Within the Old Valdez Townsite to Include Lots 1-7, Block 49; Lots 3-7, Block 50; Lots 2-6, Block 53; Lots 2-4, Block 54, US Survey 439 From James Williams in the Amount of \\$80,000](#)
5. [#22-17 - Urging Passage of Senate Bill 177 In Order to Allow Electric Utilities Considering Micro Modular Reactors \(Mmrs\) to Move Forward with Projects Under a Streamlined Permitting Process](#)
6. [#22-18 - Approving the Housing Incentive Plan for the Purpose of Constructing New Residential Dwelling Units, Including Commitment of \\$10,000 Per Dwelling Incentive Payment for Property Owners Complying with the Terms of the Plan](#)

#### XI. REPORTS



1. [Change Order Report: Contract with Orion Construction, Inc. for HHES and VHS Generator Replacement](#)
2. [Quarterly Travel Report for City Council, City Manager, & City Clerk - Q4 2021](#)
3. [Report: Temporary Land Use Permit #22-01 for Wilson Brothers Distributing for Six Months, for a 2.87-acre Portion of 226 S Harbor Drive, Tract G, Harbor Subdivision](#)
4. [Treasury Report: January, 2022](#)

## XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

### 1. City Manager Report

1. [City Manager's Report March 15, 2022](#)

### 2. City Clerk Report

### 3. City Attorney Report

### 4. City Mayor Report

## XIII. COUNCIL BUSINESS FROM THE FLOOR

## XIV. ADJOURNMENT

## XV. APPENDIX

1. [City Council Calendars - March & April 2022](#)



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 22-0127, **Version:** 1

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**ITEM TITLE:**

City Council Regular Meeting Minutes of March 1, 2022

**SUBMITTED BY:** City Clerk's Office

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

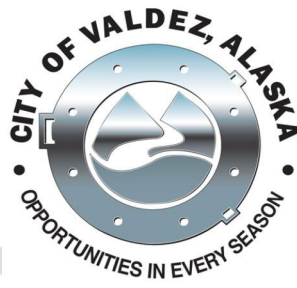
Receive and file

**SUMMARY STATEMENT:**

City Council regular meeting minutes of March 1, 2022 attached for Council review.

# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686



## Meeting Minutes - Draft

Tuesday, March 1, 2022

7:00 PM

Regular Meeting

Council Chambers

**City Council**

**REGULAR AGENDA - 7:00 PM****I. CALL TO ORDER**

Mayor Pro Tempore Sorum called the meeting to order at 7:00 p.m. in Valdez City Council Chambers.

**II. PLEDGE OF ALLEGIANCE**

City Council led in the Pledge of Allegiance to the American flag.

**III. ROLL CALL**

Present: 5 - Mayor Pro Tem Alan Sorum  
Council Member Dennis Fleming  
Council Member Susan Love  
Council Member Jimmy Devens  
Council Member Todd Wegner

Excused: 2 - Mayor Sharon Scheidt  
Council Member Dawson Moore

Also Present: 5 - City Manager Mark Detter  
Assistant City Manager Nathan Duval  
City Clerk Sheri Pierce  
Deputy City Clerk Allie Ferko  
City Attorney Jake Staser (*by teleconference*)

**IV. APPROVAL OF MINUTES****1. City Council Regular Meeting Minutes of February 22, 2022**

The City Council regular meeting minutes of February 22, 2022 were approved as presented.

**2. City Council Regular Meeting Minutes of February 1, 2022**

The City Council regular meeting minutes of February 1, 2022 were approved as presented.

**3. City Council Regular Meeting Minutes of January 18, 2022**

The City Council regular meeting minutes of January 18, 2022 were approved as presented.

**4. City Council Regular Meeting Minutes of January 4, 2022**

The City Council regular meeting minutes of January 4, 2022 were approved as presented.

**V. PUBLIC BUSINESS FROM THE FLOOR**

No members of the public appeared to provide testimony from the floor.

**VI. CONSENT AGENDA**

1. **Acceptance of Resignation Letter from Economic Diversification Commissioner Katharine Adams**
2. **Approval of Liquor License Renewals: 1) Stampmill LLC. 2) Wheelhouse 3) Magpies**
3. **Approval To Go Into Executive Session Re: 1) Redistricting Litigation 2) VMT Secondary Containment Liner Inspection Adjudicatory Hearing**

MOTION: Council Member Devens moved, seconded by Council Member Fleming, to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 5 - Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner

Excused: 2 - Mayor Scheidt and Council Member Moore

MOTION CARRIED.

**VII. NEW BUSINESS**

1. **Discussion Item: Robe Lake Habitat Restoration Project**

Mr. Mike Wells, Valdez Fisheries Development Association executive director, outlined the program, including support and involvement from the Corps of Engineers and the Tatitlek Corporation. He stated the feasibility study was ready to move forward.

**VIII. RESOLUTIONS**

1. **#22-10 - Adopting Revisions to the Permanent Fund Investment Policy Statement and Rescinding Resolution #21-03**

MOTION: Council Member Love moved, seconded by Council Member Fleming, to approve Resolution #22-10.

VOTE ON THE MOTION:

Yays: 5 - Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner

Excused: 2 - Mayor Scheidt and Council Member Moore

MOTION CARRIED.

**2. #22-11 - Providing for the Submission to the Qualified Voters of the City of Valdez, Alaska, the Question of Incurring General Obligation Bond Indebtedness in an Amount Not To Exceed \$35,000,000 for Replacement of Certain Water and Sewer Infrastructure, Including the Sewer Force Main, at the Regular Election to be Held in the City on May 3, 2022**

MAIN MOTION: Council Member Devens moved, seconded by Council Member Fleming, to approve Resolution #22-11.

Mr. Duval stated, in his opinion, bonded debt was the most effective payment method for the project. He explained it hinged on City staff to make sure everyone in town is aware of the necessity for bonding and why it ought to be done this way. He continued, saying if the bond was voted down, funding would become Council's choice. He stated the scope of the project was relatively fixed so there was no flexibility in the cost of the project. He explained an information campaign was to make sure everyone understood why going to bond was important.

Council Member Fleming asked if the wording in the resolution reflected the wording intended to go on the ballot. Ms. Pierce confirmed. Council Member Fleming asked if it was possible to change the wording from "replacement of certain water and sewer infrastructure, including the sewer force main" to something which identified the replacement of the sewer force main as the main reason and priority. Ms. Pierce stated a proposition summary statement would also be issued and available to voters to explain the purpose of the proposition. Mr. Brian Carlson, City finance director, stated he did not see any issues from a finance perspective with making the requested amendment to the proposition language.

MOTION TO AMEND: Council Member Fleming moved, seconded by Council Member Devens to amend Resolution # 22-11 by striking Proposition No 1 language in Section 1 and replacing it with the following Proposition 1 language: "Shall the City of Valdez, Alaska issue general obligation bonds in an amount not to exceed \$35,000,000 for replacement of the sewer force main and certain water and sewer infrastructure, all as provided in Resolution No. 22-11".

**VOTE ON THE MOTION TO AMEND:**

Yays: 5 - Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner

Excused: 2 - Mayor Scheidt and Council Member Moore

**MOTION CARRIED.**

Council Member Love asked for additional information on the public outreach and information campaign for the proposition. Mr. Detter stated staff would clearly outline the facts for the community without advocating for the project going to bond. Ms. Pierce said the staff could also provide the summary statement to Council for review once it was completed.

**VOTE ON THE MAIN MOTION AS AMENDED:**

Yays: 5 - Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner

Excused: 2 - Mayor Scheidt and Council Member Moore

MAIN MOTION CARRIED.

**3. #22-12 - Authorizing the Conveyance of the Valdez Grain Terminal for Use in Mariculture Related Development**

MOTION: Council Member Fleming moved, seconded by Council Member Devens, to approve Resolution #22-12.

Ports & Harbor Director Jeremy Talbott introduced Mr. Tommy Sheridan, City consultant for mariculture, and Mr. Justin Stenberg, director of the University of Fairbanks Alaska Blue Economy Center (ABEC).

Mr. Sheridan provided a high-level overview of his involvement in mariculture on behalf of the City of Valdez.

Mr. Stenberg outlined his background with mariculture in the state of Alaska. He stated he was looking forward to doing everything he could to get Valdez up and running as a significant mariculture hub for the state.

Council Member Devens asked, with the adjusted valuation of the grain terminals, if it would more or less guarantee the goal of the recommended 20% match for the grant. Mr. Sheridan stated the valuation discussion previously had offered up the use of this asset in a partial way to allow, for example, the exploration of the use of one silo in the process. He stated the appraisal of the silos came back significantly greater than anticipated, as did the cost of constructing the terminal. He stated with further revisions, the valuation did not fully capture the value of just one of the silos, for example.

Council Member Devens asked if the considerations for equivalent replacement were something forecasted or based on current market rates. Mr. Talbott stated he requested the engineers give a ballpark estimate using current market rates to meet the deadline for the resolution.

Council Member Fleming asked if the City spent funds on engineering now, was there was a chance the silos may eventually hold something. Mr. Talbott stated he was not asking Council for any funding at this time.

Mr. Sheridan explained the feedback they had received from the EDA was the resolution was not worded in a way to meet the requirements for the EDA in-kind matching for the grant. Despite this, the resolution overall represented the City's enthusiasm and support for mariculture development to the benefit of partners throughout the state. There was potential for some negotiation with the EDA to more fully explore if and how the silo resource could be included in the matching process. He noted for clarification the resolution did not contractually obligate the silos to the grant program and vice versa. However, it would go a long way toward establishing Valdez as a meaningful and positive contributor to the process.

**VOTE ON THE MOTION:**

Yays: 5 - Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner

Excused: 2 - Mayor Scheidt and Council Member Moore

**MOTION CARRIED.**

**IX. REPORTS**

1. **Report: Update on the BLM Draft East Alaska Resource Management Plan Amendment and Environmental Assessment (Thompson Pass Planning Process)**

2. **Quarterly Financial Summary Reports: December 31, 2021**

3. **Verbal Presentation: Finance Department**

Mr. Carlson provided an in-depth view of the Finance Department operations report included in the agenda packet.

Council Member Fleming requested staff provide information during the next budget process breaking down the total number of City staff to including full-time, part-time, and temporary/seasonal employees.

4. **Energy Assistance; Program and History**

**X. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**

1. **City Manager Report**

Mr. Detter updated Council on the status of a potential land purchase contract for twenty lots in the Old Town area.

2. **City Clerk Report**

Ms. Pierce suggested Council consider reviewing Council Policies & Procedures regarding the requirements for remote meeting attendance. With the support of Council, Council Members Fleming and Devens agreed to assist in reviewing the applicable section with Ms. Pierce for suggested edits.

3. **City Attorney Report**

Mr. Staser provided updates on cases his firm is working on behalf of the City, including Pacific Pile & Marine.

4. **City Mayor Report**

Mayor Pro Tempore Sorum shared his gratitude for the local snow removal crews.



**XI. COUNCIL BUSINESS FROM THE FLOOR**

Council Member Devens shared his enthusiasm for mariculture in Valdez.

Council Member Love stated he would be absent for the March 15<sup>th</sup> regular meeting. She thanked Ms. Allie Ferko for her service to the City of Valdez. She expressed it had been a pleasure to work with Ms. Ferko. Council Member Love appreciated her excellent communication skills, professionalism, and the organization she brought to every commission, board, and council meeting she attended.

Council Member Wegner encouraged staff to more robustly promote the Council's mission statement.

Council Member Fleming stated he would be out of town March 29<sup>th</sup> through May 3<sup>rd</sup>.

**XII. EXECUTIVE SESSION**

City Council transitioned into executive session at 8:50 p.m.

**XIII. RETURN FROM EXECUTIVE SESSION**

City Council transitioned out of executive session at 9:25 p.m.

Based upon discussion in executive session, City Council directed the City Attorney to move forward with seeking intervenor status in the VMT secondary containment liner inspection adjudicatory hearing. The City Attorney advised City Council that seeking intervenor status did not obligate the City to enter into litigation.

**XIV. ADJOURNMENT**

There being no further business, Mayor Pro Tempore Sorum adjourned the meeting at 9:28 p.m.



## Legislation Text

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**File #:** 22-0128, **Version:** 1

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**ITEM TITLE:**

Lanette Oliver, Valdez Adventure Alliance - 2022 Valdez Ice Climbing Festival Report

**SUBMITTED BY:** City Clerk's Office

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

Ms. Lanette Oliver, Valdez Adventure Alliance executive director, will provide a short presentation and show a video recapping the 2022 Valdez Ice Climbing Festival.



## Legislation Text

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**File #:** 22-0129, **Version:** 1

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**ITEM TITLE:**

Appointment to Valdez Museum & Historical Archive Association Board of Directors (Applicant: Michelle Cullen)

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

Appoint applicant to the Valdez Museum & Historical Archive Association Board of Directors for a full term, expiring January 2025

**SUMMARY STATEMENT:**

Three vacancies exist on the VMHA Board of Directors. Two of the vacancies are due to normal term expiration. Appointees for these seats will serve a full term, expiring January 2025. The third vacancy is due to the passing of a long-time board member. Appointee for this seat will serve a partial term, expiring January 2024.

The City Clerk's Office and VMHA staff conducted a third round of advertising for these vacancies and received one application:

- Michelle Cullen

If appointed, Ms. Cullen will serve a full term, expiring January 2025.

The City Clerk's Office and VMHA staff will continue to advertise the remaining vacancies.

**Application Form**

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**Profile**

Michelle

First Name

Cullen

Last Name

michellencullen@gmail.com

Email Address

**Valdez Mailing Address (PO BOX # or HCI BOX #)**

PO Box 2504

1219 Mineral Creek Drive

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (907) 255-2504

Primary Phone

Alternate Phone

NA

Employer

Educator

Occupation

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**Which Boards would you like to apply for?**

Valdez Museum &amp; Historical Archive Association Board of Directors: Submitted

Question applies to Valdez Museum &amp; Historical Archive Association Board of Directors

**There are multiple vacancies on the Valdez Museum & Historical Archive Board. Do you prefer a two or three year term? Or do you have no preference? \***☒ No preference on term length.

Question applies to multiple boards

**Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?**

Yes, I am able to commit the time.

Question applies to multiple boards

**How did you learn about this vacancy? \***

☒ Word of Mouth

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**Interests & Experience**

Question applies to multiple boards

**Why are you interested in serving on a City of Valdez board or commission?**

I am an educator, and I am passionate about our local history.

Question applies to multiple boards

**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**

I have a masters in science education and I have taught as an adjunct at PWSC for over twenty years. I have previously served on the VMHA board for over 6 years and I have taken an absence for the past two years.

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Upload a Resume or Letter of Interest



## Legislation Text

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**File #:** 22-0130, **Version:** 1

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**ITEM TITLE:**

Appointment to Prince William Sound Regional Citizens' Advisory Council - Valdez Representative  
(Applicant: Dorothy Moore)

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

Appoint Dorothy Moore to serve a two-year term on the Prince William Sound Regional Citizens' Advisory Council Board of Directors, representing Valdez

**SUMMARY STATEMENT:**

The City of Valdez holds two dedicated seats on the PWS RCAC Board of Directors. The dedicated seats for the City represent an opportunity to influence decisions having profound implications for oil transportation safety in Alaska, and for the state's oil spill prevention and response capabilities.

Board members are appointed for a two-year term.

One of the City's two seats will become vacant due to normal term expiration prior to the May 2022 annual PWS RCAC meeting.

The City Clerk's Office advertised the upcoming vacancy and received the attached letter of interest from Dorothy Moore, who has successfully represented Valdez on the board for many years.

Dorothy M Moore  
Box 1516, 346 Nabesna  
Valdez, Alaska 99686-1516

February 25, 2022

Mayor Scheidt and Valdez City Council Members

Please accept this as my request to be reappointed to the Prince William Sound Regional Citizens Advisory Council (PWSRCAC)

I have enjoyed my time on PWSRCAC and wish to continue. Being retired, I have the time to devote to this organization. Currently I sit on the Science Committee, the Legislative Affairs Committee and the Board governance committee which reviews policy and by laws for the board. This translates into at least one zoom meeting a week. There is a possibility that the May 5 and 6 meeting will be held in person in Valdez this year. It is the week of elections.

I have attached an updated data sheet. (I know how much you are required to read.... So skip it if you have seen it before or know me.....) If I can answer any questions, please contact me 907-825-4245, or cell 907255-4245. Or e-mail, which I check at least once each day. [dmmoore@cvinternet.net](mailto:dmmoore@cvinternet.net)

Thank you for the opportunity to represent Valdez and work with other communities of south central Alaska. And THANK YOU for your time and energy to serve on the Valdez City Council.

Sincerely

Dorothy M Moore

## PERSONAL AND PROFESSIONAL DATA SHEET

Updated March 2022

### **Dorothy M. Moore**

Permanent Address: Box 1516, Valdez, Alaska, 99686-1516

Resident Address: 346 Nabesna St., Valdez, Alaska, 99686

Phone: 907-835-4245 –cell 907-255-4245

(I Have called Valdez HOME since 1949)

E-mail: [dmmoore@cvinternet.net](mailto:dmmoore@cvinternet.net)

In case of emergency notify sisters

Robert Moore 907—461-2040

Sue Britt 907-835-2499

### **Educational Background**

1974 - 2002 Various courses to update Alaska State Teaching Certificate

Including:

-Mining the Internet. Gold mining Resources for your Classroom.

Alaska Staff Development Network. June 1999.

-Last Frontier – Last Wilderness, An Alaska Environmental History Conference. Aug, 1998.

-Project Archeology, 1996 & 1997.

-The Electronic Model Congress development 1995 - 1997

-Alaska Geographic Alliance Summer Institute 1989 & 1994

-Circumpolar Conference, Fairbanks, 1988

-Second International Conference on Russian America, Sitka, 1987

-Travel: Europe, Africa, Scandinavia & former Soviet Union, 1975, 1982, 1984, 1986

-Photography courses 1979 – 1989?

1971-1974 Southern Baptist Theological Seminary, (SBTS) Louisville, KY.

Master of Divinity.

1963-1967 Alaska Methodist University, (AMU) Anchorage, Alaska BA

1959-1963 Valdez High School, Valdez, Alaska, graduate.

### **Teaching Experience**

1984 -1986? – 2011 or 2012? Adjunct Faculty, Part-time Instructor,

Prince William Sound Community College,

Alaska History, Geography, Government Photography & guest lecture summer Elderhostel program.

1981 - 2002 Valdez City Schools,

Junior High social studies

Alaska History, American History, civics and geography

High School

World History, U. S. History, Cultural Geography, Alaska History, World Problems, Photography, Government, Economics

1969-1971 Santiago Christian School, 7 - 8 combination and 5-6

Social studies.



1967-1969 Kenai Peninsula Borough Schools, 7- 8 English,  
Art, Reading & Spelling. Homer, Alaska

**Extra curricular teaching related experience**

High School State Close-Up Teacher, 1994,1995, 1997, & 2002  
VHS Student Council Advisor 1999-2000  
High School National Close-Up Teacher. 1991-1992  
Junior High yearbook and student council advisor 1981-1989  
Missions Conference committee 1971-1974

**Professional Activities**

Alaska History Standards Development Committee. 2005  
Rich Mining Advisory Committee. 1998-1999.  
Alaska State Gold Rush Committee  
Valdez City Schools In-service presenter. 1989 Geography, & 1995  
Earthquake.  
Alaska Geographic Alliance member  
Advisory Committee, Alaska Geography Thematic Atlas 1996-  
1998?  
Trainer of Trainers – Germany materials 1996  
Consultant, Geography in U. S. History project 1990-1991  
Alaska Council for the Social Studies  
Outstanding Secondary Social Studies Teacher of the Year – 1996  
Board member & officer 1993-1996  
Coordinator for State Conference, Valdez, April 1993  
Co-presenter & presenter Annual Conference 1990 - 1992  
Disaster Hazards and Geography in U. S. History  
Newsletter Co-editor & photographer 1991 - 1993  
AK2K History Standards Committee - member 1993-1994  
Consortium for Teaching Asia and the Pacific in the schools  
(CTAPS) team 1990

**Professional organizations**

Alaska Historical Society member, Board Member, Conference  
coordinator & Past Vice President. Mid 1980's to present  
National Council for Geographic Education, 1980's & 1990's  
Consultant Historical Signs – 1998?  
Alaska & National Councils for the Social Studies 1980's-1990's  
Pioneers of Alaska Aux. # 2 Valdez, member, Past President,  
Steering Committee & Convention Coordinator, 1980's to present  
Valdez City Heritage Board - past chairperson 1980's – 1990's  
Friends of the Valdez Museum and Valdez Museum & Historical Archive  
Association. 1980's to present  
Other related teaching/history and archeological organizations.

**Elected Positions, Attempts and Appointment.**

Prince William Sound Regional Citizens Advisory Council 2007 -present  
Executive committee 4 years?  
Science Committee-ongoing  
Information and Education Committee-2 years  
Board governance Committee to Present  
Legislative Information – to Present  
Valdez City Council Member - 1997 – 2003, 2004 - 2013  
Finance Committee –  
Hospital Committee  
Gold Rush Committee 1998 - 2002  
Audit Committee 2005-2013  
Valdez School Board Member 2002-2003  
Legislative liaison  
Prince William Sound Community College Advisory Counsel. 2002 –2014  
Academic Review Committee  
Valdez Regional Health Authority 2003-2004  
State House Candidate District 35 – 2000

**Experience Other Than Teaching**

Member Valdez Art Co-Op 2019 - present  
Material handler, Alyeska, Valdez Terminal, 1977-1981  
Teamster checker, expeditor, & warehouse person Valdez 1975-1977, & summer 1989. Alyeska Pipeline Construction and Exxon Oil Spill Cleanup  
Clerk, sales, teacher, bookkeeper, Singer Sewing Center, Louisville, Ky. 1972-1974  
Missionary Journeyman, Santiago, Dominican Republic 1969-1971  
Dorm President and assistant, A M U, 1964-1967  
Harborview Nursing Home volunteer, Valdez, 1962-1963  
Library experience – Dewey Decimal and Library of Congress systems  
Valdez City and High School Libraries, 1959-1966  
A M U Library Anchorage, Alaska, 1965-1967  
Student Council officer, Valdez High School, 1961-1963  
Summer work experience  
Switchboard operator and receptionist State Highways, 1967  
Grocery Clerk, Valdez, 1966  
Bookkeeper and receptionist, C V E A, Valdez, 1964-1965  
Chambermaid & Waitress, Valdez, 1961-1963

**Non-Professional Affiliations**

International Club officer, S B T S, 1971-1974  
Homer Art Show Chairperson, Homer, 1969  
Student Union House Committee, Chairperson, A M U, 1966  
Summer camp counselor, Big Lake, Alaska, 1962-1963  
First Baptist Church, Valdez, 1956-1969  
Girl Scout, Valdez, 1952-1963

**Hobbies and Interests**

Photography

Junior High Yearbook advisor. 1980's

Adjunct Photography Instructor 1992-2011

Valdez Museum and Historical Achieves Solo Photographer Show

Prior to current administration

Constructed and remodeled personal darkroom

House remodeling

Kitchen, Bath & Darkroom design and remodel

Sewing

Crafts and fiber arts--Knitting sweaters and Afghans

Crocheting – Afghans, doilies, and Christmas ornaments.

Dabbling in faux painting in redecorating

Flower arranging with dried yard weeds.

Singer Sewing center taught classes

Gardening

Only from May - Sept. and using local rocks because there are a lot of them.



## Legislation Text

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**File #:** 22-0144, **Version:** 1

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**ITEM TITLE:**

Appointment to City Economic Diversification Commission (Applicant: Chris Watson)

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Appoint applicant to the City Economic Diversification Commission for a six-month term, expiring September 2022

**SUMMARY STATEMENT:**

Two vacancies (each with a term expiring September 2022) exist on the City Economic Diversification Commission due to resignation.

These include the seat vacated by former Commissioner Noble, as well as the seat of Commissioner Adams who has agreed to serve on the commission until she transfers out of Valdez or her replacement is appointed, whichever occurs first.

The City Clerk's Office advertised the two vacancies and received one application:

- Chris Watson

If Council appoints this applicant, they will fill Commissioner Noble's seat for the remainder of the term (approximately six months), after which time the appointee can reapply for a full term on the commission, if so desired.

The Clerk's Office will continue to advertise the remaining vacancy/vacancies.

**Application Form**

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**Profile**

Chris

First Name

Watson

Last Name

cwatson@valdezak.gov

Email Address

**Valdez Mailing Address (PO BOX # or HCI BOX #)**

p.o. box 2889

foraker

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Business: (907) 834-3453

Primary Phone

Alternate Phone

City of Valdez

Employer

Network Administrator

Occupation

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**Which Boards would you like to apply for?**

Economic Diversification Commission: Submitted



Question applies to Economic Diversification Commission

**The current vacancies on the Economic Diversification Commission are to complete terms expiring September 2022. Are you able to commit to serving for that full time period (approximately six months)? You may apply for reappointment in September 2022 if you wish to continue serving after that time.**

☒ Yes ☐ No

Question applies to multiple boards

**Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?**

---

yes

Question applies to multiple boards

**Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?**

---

yes

---

**How did you learn about this vacancy? \***

---

☒ KVAK Radio

---

## Interests & Experience

**Why are you interested in serving on a City of Valdez board or commission?**

---

I believe in community service.

**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**

---

Master's of Science from University of Alaska Fairbanks 2012, Employed by the City of Valdez since 2018, Employed by the Geophysical Institute 2012-2018 University of Alaska Fairbanks, Employed by the Center for Earthquake Research and Information 1999-2007 University of Memphis,

Question applies to Economic Diversification Commission

**Valdez Municipal Code Chapter 2.60 states members of the Economic Diversification Commission should be diversified to the maximum extent possible. Please select the industry sector which best represents your area of expertise (choose one). \***

---

☒ Other

Question applies to Economic Diversification Commission

**Please describe your qualifications to represent your selected industry sector.**

---

I'm recognized by the International Information System Security Certification Consortium as a Certified Information Systems Security Professional.

Question applies to Economic Diversification Commission

**Please describe your vision for the economic future of Valdez.**

---

Valdez will be successful if the city: promotes the creation of small to midsize businesses, cultivates opportunity for local residents to acquire marketable skillsets, adopts policy that instantiates an incentive for local investment.

Question applies to Economic Diversification Commission, Beautification Task Force

**How do you think the community of Valdez could improve upon the aesthetics of its built environment?**

---

For those areas that lack a pleasing aesthetic it is important to shift the focus from the shortcomings to something different. Developing features that have potential will improve community perception over time.

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Upload a Resume or Letter of Interest



## Legislation Text

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**File #:** 22-0131, **Version:** 1

---

**ITEM TITLE:**

Proclamation: Earthquake Remembrance Day

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

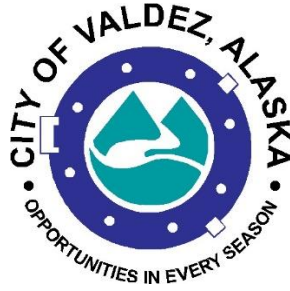
**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

The attached proclamation respectfully recognizes those citizens who lost their lives in the 1964 Earthquake. The proclamation will be read by the Mayor on March 27<sup>th</sup> at the Earthquake Remembrance Ceremony which will be held at the Tom Kelsey Dock at 5:30 pm.





## PROCLAMATION

WHEREAS, in the early evening hours of Friday, March 27, 1964, the original Valdez townsite, home to about 800 persons was jolted, along with most of southcentral Alaska, by one of the most forceful earthquakes of the century; and

WHEREAS, the earthquake—which lasted 5.5 minutes and measured 9.2 on the Richter scale—triggered submarine landslides causing substantial water disturbance in Port Valdez, inundating the community and destroying the City dock in Valdez, at which the Alaska Steamship Company vessel “Chena” was moored, unloading cargoes; and

WHEREAS, the lives of 31 Valdezeans in the boat harbor or standing on the dock were taken when that structure collapsed and disappeared under the waters of Port Valdez; and

WHEREAS, thereafter, either as a direct or indirect result of this natural disaster, a total of 38 persons lost their lives in Valdez, including the four-member crew of an Alaska Air National Guard airplane; and

WHEREAS, the original Valdez townsite was subsequently condemned as unsuitable for continued use and the remaining residents of Valdez came together with assistance from local, state, and federal public officials to create a new townsite; and

WHEREAS, the people of Chitina, Copper Center, Glennallen, Fairbanks and other Alaska communities responded immediately to the needs of Valdez in the highest tradition of compassion; and

WHEREAS, in the intervening 58 years, the families and friends of those who perished have borne their sorrow quietly and with diminishing public awareness of their personal tragedies.

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, do hereby proclaim Sunday, March 27, 2022 as

### **EARTHQUAKE MEMORIAL REMEMBRANCE DAY**

and urge citizens to pause and remember those Valdezeans who lost their lives during the 1964 earthquake.

CITY OF VALDEZ, ALASKA

---

Sharon Scheidt, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** 22-0132, **Version:** 1

---

**ITEM TITLE:**

COVID-19 UPDATE

**SUBMITTED BY:** Mark Detter, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and File

**SUMMARY STATEMENT:**

The Medical Community will provide an update on current issues related to COVID-19.



## Legislation Text

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**File #:** 22-0133, **Version:** 1

---

**ITEM TITLE:**

Annual Renewal of City/School Health Insurance Benefit Plan for Period Beginning 4/1/2022

**SUBMITTED BY:** Rhea E Cragun, Human Resource Director

**FISCAL NOTES:**

Expenditure Required: \$2.69MM (City, April-December, 2022)

Unencumbered Balance: \$3.3MM

Funding Source: Cost code 41300, pro-rated among all staffed departments

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

- This agenda item formalizes the annual renewal of the health insurance benefit plan.
- The School has separately reviewed and approved their plan renewal specifications.
- Renewal Premium Change:
  - City: +1%; total monthly \$2347.23 to \$2371.25; \$24.02 increase
    - Employer monthly: \$2234.56 to \$2257.06; \$22.49 increase
    - Employee monthly: \$93.11 to \$94.04; \$0.94 increase
  - School: +6.2%
- Plan Changes:
  - Stop loss rates renewed with no change to premium
  - Medical Travel benefits modified to include mileage reimbursement if the patient chooses to drive instead of fly.
    - Estimated cost: \$10,000 annually

- Dental benefits modified to include dental implants.
  - Estimated cost: \$6,000 annually

Staff will provide Council with a follow-up plan review in the fall, emphasizing fund balance as a measure of plan solvency, and recommending changes in conjunction with Broker, ERT and Stakeholder

# City of Valdez

## 2022 Employee Benefits Plan: Summary



April 1, 2022 Renewal

Total Benefit Cost	Current		PS&F Projection	
	Carriers	Cost	Carriers	Cost
Medical	Meritain/Sun Life	\$3,384,042	Meritain/Sun Life	\$3,405,314
PCORI Fee	IRS	\$1,038	IRS	\$1,038
Dental	Meritain	\$217,114	Meritain	\$186,465
Vision	Meritain	\$62,285	Meritain	\$66,463
Life / AD&D	Prudential	\$936	Prudential	\$936
EAP	Magellan	\$1,920	Magellan	\$1,920
Consulting Fee	PS&F	Included	PS&F	Included
<b>Total Annual Premiums / Cost</b>	<b>\$3,667,334</b>		<b>\$3,662,135</b>	
\$ Change from Current	-		(\$5,200)	
% Change from Current	-		-0.1%	

### Notes

1. PCORI Fee assumes PMPY fee of \$2.79 and member count of 372.
2. A PS&F consulting fee is included in the medical totals above. Assumed to be split evenly between City of Valdez and Valdez City Schools.

### Renewal changes:

1. Stop loss rates renewed with no change in premium.
2. Medical travel benefits modified to include mileage reimbursement if the patient chooses to drive instead of fly. Estimated cost = \$10,000 annually
3. Dental benefits modified to include dental implants. Estimated cost = \$6,000 annually

# City of Valdez

## 2022 Employee Benefits Plan: Budget Rates



April 1, 2022 Renewal

Rates - Med/Rx/Den/Vis		Current Meritain \$100 Deductible Total Cost	PS&F Proj. Meritain \$100 Deductible Total Cost
Employee	33	\$1,092.73	\$1,091.18
Employee & Spouse	25	\$2,261.94	\$2,258.73
Employee & Child(ren)	17	\$2,119.89	\$2,116.88
Employee & Family	53	\$3,332.83	\$3,328.10
<b>Monthly Estimated Premium</b>	<b>128</b>	<b>\$305,287</b>	<b>\$304,853</b>
<b>Annual Estimated Premium Total</b>		<b>\$3,663,441</b>	<b>\$3,658,241</b>
<b>% Change From Current</b>		-	-0.1%
<b>Annual \$ Change From Current</b>		-	(\$5,200)
<b>Consulting Fee</b>		\$19.56 PEPM	\$20.15 PEPM
<b>Self-Insured Totals</b>			
<b>Annual Total at Maximum</b>		\$4,165,945	\$4,394,174
<b>Annual Total at Expected</b>		\$3,486,603	\$3,658,241
<b>% of Maximum</b>		87.9%	83.3%
<b>% of Expected</b>		105.1%	100.0%



# 2022 EMPLOYEE BENEFITS PLAN



**COLLEEN SAVOIE**  
**SHELLY TUTTLE**  
**BRANDON DE LAY**

ACCOUNT EXECUTIVE  
ACCOUNT MANAGER  
ANALYST



PARKER | SMITH | FEEK

# City of Valdez

## 2022 Employee Benefits Plan: Summary

April 1, 2022 Renewal



Total Benefit Cost	Current		PS&F Projection	
	Carriers	Cost	Carriers	Cost
Medical	Meritain/Sun Life	\$3,384,042	Meritain/Sun Life	\$3,411,314
PCORI Fee	IRS	\$1,038	IRS	\$1,038
Dental	Meritain	\$217,114	Meritain	\$180,465
Vision	Meritain	\$62,285	Meritain	\$66,463
Life / AD&D	Prudential	\$1,101	Prudential	\$1,101
EAP	Magellan	\$1,920	Magellan	\$1,920
Consulting Fee	PS&F	Included	PS&F	Included
<b>Total Annual Premiums / Cost</b>	<b>\$3,667,500</b>		<b>\$3,662,300</b>	
\$ Change from Current	-		(\$5,200)	
% Change from Current	-		-0.1%	

### Notes

1. PCORI Fee assumes PMPY fee of \$2.79 and member count of 372.
2. A PS&F consulting fee of \$60,100 is included in the medical totals above. Assumed to be split evenly between City of Valdez and Valdez City Schools. A 3% increase is added for the 2022-23 plan year.



# City of Valdez

## 2022 Employee Benefits Plan: Total Cost



**April 1, 2022 Renewal**

		<b>Current Meritain/SunLife Current Budget</b>	<b>Renewal Meritain/SunLife Projected Budget</b>
Individual Stop Loss (ISL) Deductible		\$175,000	\$175,000
Fixed Costs	128	\$302.34	\$302.39
Consulting Fee	128	\$19.56	\$20.15
<b>Total Fixed Fees</b>		<b>\$321.90</b>	<b>\$322.54</b>
<b>% Change from Current</b>			<b>0.2%</b>
Expected Costs			
Medical/RX	128	\$1,846.43	\$1,890.95
Dental Claims	128	\$139.15	\$115.29
Vision Claims	128	\$39.75	\$42.47
<b>Total Expected Costs</b>		<b>\$2,347.23</b>	<b>\$2,371.25</b>
			<b>1.0%</b>
Maximum Costs			
Medical/RX	128	\$2,211.40	\$2,380.49
Dental Claims	128	\$139.15	\$115.29
Vision Claims	128	\$39.75	\$42.47
<b>Total Maximum Costs</b>		<b>\$2,712.20</b>	<b>\$2,860.79</b>
			<b>5.5%</b>
<b>Total Monthly Expected Cost</b>		<b>\$300,446</b>	<b>\$303,520</b>
<b>Total Annual Expected Cost</b>		<b>\$3,605,351</b>	<b>\$3,642,241</b>
<b>% Change from Current</b>			<b>1.0%</b>
<b>Total Monthly Maximum Liability</b>		<b>\$347,162</b>	<b>\$366,181</b>
<b>Total Annual Maximum Liability</b>		<b>\$4,165,945</b>	<b>\$4,394,174</b>
<b>% Change from Current</b>			<b>5.5%</b>

### Notes

1. Renewal expected claims based on PS&F projection blending current and prior years.

# City of Valdez

## 2022 Employee Benefits Plan: Budget Rates



April 1, 2022 Renewal

Rates - Med/Rx/Den/Vis		Current Meritain \$100 Deductible Total Cost	PS&F Proj. Meritain \$100 Deductible Total Cost
	Counts		
Employee	33	\$1,092.73	\$1,091.18
Employee & Spouse	25	\$2,261.94	\$2,258.73
Employee & Child(ren)	17	\$2,119.89	\$2,116.88
Employee & Family	53	\$3,332.83	\$3,328.10
<b>Monthly Estimated Premium</b>	<b>128</b>	<b>\$305,287</b>	<b>\$304,853</b>
<b>Annual Estimated Premium Total</b>		<b>\$3,663,441</b>	<b>\$3,658,241</b>
<b>% Change From Current</b>		-	-0.1%
<b>Annual \$ Change From Current</b>		-	(\$5,200)
<b>Consulting Fee</b>		\$19.56 PEPM	\$20.15 PEPM
<b>Self-Insured Totals</b>			
<b>Annual Total at Maximum</b>		\$4,165,945	\$4,394,174
<b>Annual Total at Expected</b>		\$3,486,603	\$3,658,241
<b>% of Maximum</b>		87.9%	83.3%
<b>% of Expected</b>		105.1%	100.0%

# City of Valdez

## 2022 Employee Benefits Plan: TPA



April 1, 2022 Renewal

		Current Meritain	Renewal Meritain
<b>Administration Fees</b>			
Medical/Rx	128	\$25.75	\$25.75
Dental	128	\$2.20	\$2.20
Vision	128	\$0.80	\$0.80
Aetna Network		15% of savings	15% of savings
The Alaska Preferred Provider Network		25% of savings	25% of savings
Utilization Management	128	\$2.55	\$2.55
Case Management	128	\$160 / hour	\$160 / hour
COBRA Administration	128	\$1.40	\$1.40
Teladoc	128	\$3.10	\$3.10
Healthy Merits	128	\$4.45	\$4.50
PBM Interface Fee	128	\$2.00	\$2.00
BridgeHealth	128	\$2.70	\$2.70
Consulting Fee	128	\$19.56	\$20.15
<b>Estimated Total PEPM</b>	<b>128</b>	<b>\$64.51</b>	<b>\$65.15</b>
<b>Monthly Administration Costs</b>		<b>\$8,258</b>	<b>\$8,339</b>
<b>Additional Charges</b>			
SBC Preparation		\$250 per year	\$250 per year
Independent Review		via Medical Rehabilitaion Consultants	via Medical Rehabilitaion Consultants
EAP		\$1.25 PEPM	\$1.25 PEPM
<b>Notes</b>			
PPO Network - Alaska		Aetna Choice PPO	Aetna Choice PPO
Wrap Network		The Alaska Preferred Provider Network	The Alaska Preferred Provider Network
PBM		Caremark via National Cooperative RX	Caremark via National Cooperative RX
Rx Rebates		100% Pass Thru	100% Pass Thru
Additional Notes		Actual network fee costs are not included in totals above.	Actual network fee costs are not included in totals above.

# City of Valdez

## 2022 Employee Benefits Plan: Stop Loss



April 1, 2022 Renewal

FIRM - Due Date 2/10

SOLD  
FIRM - Due Date 2/10

		Current Sun Life ISL Level \$175,000	Renewal Sun Life ISL Level \$175,000	Budget Sun Life ISL Level \$175,000
<b>Individual Stop Loss Features</b>				
Individual Stop Loss (ISL) Deductible		\$175,000	\$175,000	\$175,000
Annual Maximum		Unlimited	Unlimited	Unlimited
Contract Type		Paid	Paid	Paid
Benefits covered		Medical, Rx	Medical, Rx	Medical, Rx
No New Laser @ Renewal		Included	Included	Included
Rate Cap		50%	50%	50%
ISL Advancement		Included	Included	Included
Experience Refunding		Not Included	Not Included	Not Included
Laser(s)		None	None	None
<b>Stop Loss Rates</b>				
ISL Premium				
Employee 128		\$245.63	\$264.46	\$245.63
Aggregate Premium				
Composite 128		\$11.76	\$12.35	\$11.76
Monthly Stop Loss Premiums		\$32,946	\$35,432	\$32,946
<b>Total Annual Stop Loss Costs</b>		<b>\$395,351</b>	<b>\$425,180</b>	<b>\$395,351</b>
% Change From Current		-	7.5%	0.0%
Commissions		NET	NET	NET
<b>Aggregate Stop Loss Factors</b>				
Contract Type		Paid	Paid	Paid
Aggregate Corridor		125%	125%	125%
Benefits covered		Medical, Rx	Medical, Rx	Medical, Rx
Monthly Accommodation		Not Included	Not Included	Not Included
Annual Reimbursement Maximum		\$1,000,000	\$1,000,000	\$1,000,000
Plan Mirroring		Included	Included	Included
Minimum Attachment Point		90%	90%	90%
Aggregate Factors				
Employee 128		\$2,211.40	\$2,380.49	\$2,363.69
Monthly Aggregate Factors		\$283,059	\$304,703	\$302,552
<b>Annual Maximum Claims</b>		<b>\$3,396,710</b>	<b>\$3,656,433</b>	<b>\$3,630,624</b>
% Change From Current		-	7.6%	6.9%
Annual Expected Claims		\$2,717,368	\$2,925,146	\$2,914,499
% Change From Current		-	7.6%	7.3%
<b>Dental Expected Claims</b>				
Dental Expected Claims 128		\$139.15	\$115.29	\$115.29
Monthly Expected Claims		\$17,811	\$14,757	\$14,757
Annual Expected Claims		\$213,734	\$177,085	\$183,085
<b>Vision Expected Claims</b>				
Vision Expected Claims 128		\$39.75	\$42.47	\$42.47
Monthly Expected Claims		\$5,088	\$5,436	\$5,436
Annual Expected Claims		\$61,056	\$65,234	\$65,234
<b>Projected Cost Analysis TPA</b>		<b>Meritain</b>	<b>Meritain</b>	<b>Meritain</b>
<b>Annual Fixed Costs</b>				
Total Administration Fees		\$99,093	\$100,071	\$100,071
Stop Loss Premiums		\$395,351	\$425,180	\$395,351
<b>Total Est. Fixed Costs</b>		<b>\$494,444</b>	<b>\$525,251</b>	<b>\$495,422</b>
% Change From Current		-	6.2%	0.2%
<b>Total Projected Claims</b>				
Total Maximum Claims		\$3,671,501	\$3,898,752	\$3,878,943
Total Expected Claims		\$2,992,159	\$3,167,465	\$3,162,819
<b>Total Liability</b>				
Annual Total at Maximum		\$4,165,945	\$4,424,003	\$4,374,366
% Change From Current		-	6.2%	5.0%
\$ Change From Current		-	\$258,059	\$208,421
<b>Annual Total at Expected</b>		<b>\$3,486,603</b>	<b>\$3,692,717</b>	<b>\$3,658,241</b>
% Change From Current		-	5.9%	4.9%
\$ Change From Current		-	\$206,114	\$171,638
<b>Notes</b>				

1. Enrollment counts based on December Meritain report.

# City of Valdez

## 2022 Employee Benefits Plan: Stop Loss Analysis



April 1, 2022 Renewal

	ISL Deductible	Stop Loss Premium	Dollar Change From Current	Claim Breakeven Point
<b>Current - \$175,000 ISL</b>	\$175,000	\$395,351	-	-
<b>Option 1 - \$200,000 ISL</b>	\$200,000	\$369,408	(\$25,943)	1.0

	2018-19	2019-20	2020-21	2021-22
Large Claims Over ISL per Plan Year	\$179,492	\$422,147 \$230,208		

<b>Option 1 - \$200,000 ISL</b>				
Additional Claim Liability	\$4,492	\$50,000	\$0	\$0
Premium Dollar Change From Current	(\$25,943)	(\$25,943)	(\$25,943)	(\$25,943)
<b>Total Illustrative Cost Difference</b>	<b>(\$21,451)</b>	<b>\$24,057</b>	<b>(\$25,943)</b>	<b>(\$25,943)</b>

### Notes

1. 2021-22 large claims are plan year to date (April 2021 - December 2021).
2. Stop Loss premiums for plan years 2018-2022 are assumed to be equivalent to the 2022-23 premiums.

# City of Valdez

## 2022 Employee Benefits Plan: **Medical**



April 1, 2022 Renewal

Benefits	Current/Renewal Meritain Grandfathered \$100 Deductible
<b>In-Network Member Cost Sharing</b>	<b>Aetna - Choice POS II</b>
Deductible (Ind. / Fam.)	\$100 / \$300
Aggregate (Y/N)	No
Out-of-Pocket Maximum (Ind. / Fam.)	\$488 per person
Aggregate (Y/N)	No
HDHP (HRA/HSA)	No
Office Visit - Primary	10%
Specialist	10%
Telehealth Visit	0%*
Preventive Care Visit	10%
Outpatient Lab & X-Ray	10%
Ambulatory Surgical Center	10%
BridgeHealth Surgery Benefit	0%*
Inpatient Hospital	10%
Emergency Room	10%
Urgent Care	10%
Spinal Manipulations	10%
Limitations	40 visits per calendar year
Occupational Therapy	10%
Limitations	24 visits per calendar year
Hearing	Exam: 10% when aid is purchased* Device: 50%* \$400 maximum every 3 years
Prescription Drugs	
Formulary Name	
Generic / Brand	\$5 / \$10*
Mail-Order 90-day	\$5 / \$10*
<b>Out-of-Network Benefits</b>	<b>All Other Providers</b>
Deductible (Ind. / Fam.)	Shared w/ in-network
Coinsurance	10% - 25%
Out-of-Pocket Maximum (Ind. / Fam.)	Shared w/ in-network
Out-of-Network Exclusions	N/A
<b>Notes</b>	

1. \* indicates deductible waived.

# City of Valdez

## 2022 Employee Benefits Plan: **Dental**



April 1, 2022 Renewal

Benefits	Current/Renewal Meritain \$2,500 Max
<b>In-Network Member Cost Sharing</b>	<b>Passive Network</b>
Deductible (Ind. / Fam.)	\$25 / \$75
Annual Maximum per person	\$2,500
Class 1: Diagnostic & Preventive	
Exams	0%*
Cleanings	0%*
Fluoride Treatment	0%*
X-rays	0%*
Class 2: Basic and Restorative	
Fillings, Simple Extractions	20%
Endodontics (Root Canal)	20%
Periodontics (Gum Disease)	20%
Class 3: Major	
Crowns, Bridges, Dentures, Implants	50%
Class 4: Orthodontics	50%
Lifetime Maximum	Unlimited
Age Limitation	Up to age 19
<b>Notes</b>	

1. \* indicates deductible waived.
2. The annual maximum does not apply to pediatric dental care up to age 19.

# City of Valdez

## 2022 Employee Benefits Plan: **Vision**



April 1, 2022 Renewal

Benefits		Current/Renewal Meritain Vision Plan
In-Network Member Cost Sharing		Passive Network
Exam		10%
Lenses		
Single Vision		10%
Bifocal		10%
Trifocal		10%
Frames Allowance		10% coinsurance, benefit paid up to \$100
Contact Lenses Allowance		50%
Frequency		
Exam		1 per calendar year
Lenses		1 pair per calendar year
Frames		per 2 calendar years
Contact Lenses		1 pair hard lenses or 12 month supply disposable per calendar year



# City of Valdez

## 2022 Employee Benefits Plan: Life



April 1, 2022 Renewal

Benefits	Current/Renewal Prudential Flat \$4k and Flat \$2k
Eligibility	30 hours per week
Class(es)	
Class 1	Executives
Class 2	City Employees
Benefit Amount	
Class 1	\$4,000
Class 2	\$2,000
Definition of Earnings	W-2 earnings
Guarantee Issue	Full Amount
AD&D Benefit	\$5,000
Age Reduction	By 35% at age 65; 50% at age 70
Accelerated Death Benefit	
	Class 1: 90% up to \$4,000
	Class 2: 90% up to \$2,000
Waiver of Premium	After 9 months of disability
Portability/Conversion	Conversion Included
Dependent Life	Spouse/DP: \$2,500 Child(ren): \$1,000
<b>Additional Contract Provisions</b>	
Rate Guarantee	Until 4/1/24
<b>Rates</b>	
Volume	\$264,144
Life per \$1,000 of benefit	\$0.111
AD&D per \$1,000 of benefit	\$0.015
Dep per family 65	\$0.90
<b>Monthly Estimated Premium</b>	<b>\$92</b>
<b>Annual Estimated Premium Total</b>	<b>\$1,101</b>
<b>Commissions</b>	<b>Graded 15%</b>
<b>Notes</b>	

1. Volume based on Prudential December invoice.

2. A revised renewal has been requested that does not include graded 15% commission.

# City of Valdez

## 2022 Employee Benefits Plan: **Voluntary Life**



April 1, 2022 Renewal

	Current/Renewal Prudential Voluntary Life		
Benefits			
Participation Requirement	20%		
Eligibility	30 hours per week		
Class(es)	All eligible employees		
Benefit Amount			
Employee	\$1,000 increments up to \$120,000		
Spouse	Up to lesser of 50% of employee election or \$30,000		
Child: Live birth to 14 days	Not covered		
Child: 14 days to 6 months	\$10,000		
Child: 6 months and up	\$10,000		
Child: Definition	14 days, to age 19, 25 if full time student		
Definition of Earnings	W-2 earnings		
Guarantee Issue			
Employee	Full Amount		
Spouse	\$25,000		
Child	Full Amount		
Annual Purchase Rights	1 multiple of salary to maximum of \$100,000		
AD&D Benefit	Same as Life		
Age Reduction	By 35% at age 65; 50% at age 70		
Accelerated Death Benefit	90% up to \$120,000		
Waiver of Premium	After 9 months of disability		
Portability/Conversion	Included		
Additional Contract Provisions			
Basis for Spouse Rates	Employee Age		
Elections Tied to Life/AD&D	Yes		
Rate Guarantee	Until 4/1/24		
Rates			
Age	EE rate per \$1,000	Sp rate per \$1,000	Ch rate per \$1,000
<25	\$0.080	\$0.080	\$0.119
25-29	\$0.080	\$0.080	
30-34	\$0.100	\$0.100	
35-39	\$0.120	\$0.120	
40-44	\$0.210	\$0.210	
45-49	\$0.310	\$0.310	
50-54	\$0.550	\$0.550	
55-59	\$0.880	\$0.880	
60-64	\$1.340	\$1.340	
65-69	\$2.280	\$2.280	
70-74	\$3.840	\$3.840	
75-79	\$6.130	\$6.130	
80-89	\$6.130	\$6.130	
90+	\$6.130	\$6.130	
AD&D	\$0.017	\$0.023	\$0.023
Commissions	Graded 15%		
Notes			

1. A revised renewal has been requested that does not include graded 15% commission.



## COMPENSATION DISCLOSURE STATEMENT

Parker, Smith & Feek maintains agreements with some insurance carriers whereby we are eligible to receive future additional compensation through what is commonly known as contingency or profit sharing agreements. The formulas are typically complex in nature and are generally based on calendar year factors such as the total eligible premium volume of business placed with an insurer, and/or the aggregate amount of business that was retained from one year to the next.

Parker, Smith & Feek's revenue from all contingencies for the last calendar year was 0.15% of the total Benefits premium volume.

We have no effective way of identifying how much of any contingency monies we receive might be attributable to the placement of your particular insurance with one of these companies. While we may not actually receive this additional revenue from all carriers, most, if not all, benefit carriers offer this type of compensation arrangement.

Our objective in recommending insurance carriers and plan designs is to provide you, our client, with an array of options for your consideration and selection.

***The carriers that we propose to you are in no way a reflection of the contingencies that we may receive.***

As always, we are happy to provide you with any further information you require to properly analyze the placement of your insurance.

**A.M. Best Rating** – Parker, Smith & Feek has a Security Committee which reviews the financial condition of the carriers represented in our proposals. In view of the ever changing healthcare insurance marketplace, and the increasing frequency of insurance company ownership changes and financial stability of these insurance companies, Parker, Smith & Feek's Security Committee has established as a minimum standard, the use of insurance companies rated "A-" Class VII (\$50 million to \$100 million policy holder surplus) or better by A. M. Best Company. We believe that higher standards are always in the best interest of our clients.

Within this proposal, we have shared the present A.M. Best financial ratings of the insurance carriers being presented. By acknowledgement of this proposal, you have been made aware of the A.M. Best rating of your insurance company for your insurance coverages. By your decision(s) of insurance company, you understand that Parker, Smith & Feek is not responsible for the financial integrity of your insurance company selection and that any issues arising from the financial failure of your insurance company is not Parker, Smith & Feek's liability.

# City of Valdez

## 2022 Employee Benefits Plan: **Assumptions**



Carriers	A.M Best Rating	Carriers	A.M Best Rating
Aetna	A (XV)	OBI Health Net Plan of Oregon, INC	NR
AFLAC	A+ (XV)	OBI Samaritan Health Plans	NR
American Fidelity Assurance Company	A+ (X)	PacificSource Health Plans	A- (IX)
Ameritas	A (XV)	Pan-America Life Insurance Company	A (IX)
Benchmark	A (VIII)	Physicians Insurance	A- (IX)
CIGNA	A (XV)	Premera Blue Cross	A (XIII)
Colonial Life	A (XV)	Principal Life Insurance Company	A+ (XV)
Commencement Bay	A (XV)	Providence Health Plan	NR
Companion	A+ (XV)	Prudential Insurance Company of America	A+ (XV)
Delta Dental of WA	NR	QBE A&H	A (XV)
Everest Re	A+ (XV)	Regence Blue Cross Blue Shield	A (XV)
Eye Med Vision Care HMO	NR	Regence Blue Shield	A (XV)
Guardian Life Insurance Company of America	A++ (XV)	Reliance Standard	A++ (XIV)
Hartford Life Insurance Company	A+ (XV)	Standard	A (XIV)
HCC Life Insurance Company	A++ (X)	Sun Life	A+ (XV)
Health Net (Direct)	NR	Superior Vision	NR
HM Life Insurance Company	A (XV)	Symetra	A (XV)
Kaiser	NR	Trustmark	A- (IX)
Kaiser Foundation Health Plan of NW	NR	UHA	NR
Kaiser Foundation Health Plan of WA (GHC)	NR	Unimerica (Optum Stoploss)	A (XV)
Kaiser Foundation Health Plan of WA (GHO)	NR	Union Security Insurance Co (Assurant)	B++ (VIII)
Liberty Mutual	A (XV)	United Healthcare of Oregon INC	A (XV)
LifeMap	A- (VII)	United Healthcare	A (XV)
LifeWise	A (XIII)	Unum	A (XV)
Lincoln	A+ (XV)	USABLE Life	A (IX)
MetLife	A+ (XV)	Voya (ING)	NR
Moda Health	B++ (VIII)	VSP	A- (XIII)
Mutual of Omaha	A+ (XV)	Willamette Dental Insurance INC	NR
National Guardian Life Insurance Company	A- (VII)	Willamette Dental of Washington INC	NR
New York Life Insurance Company	A++ (XV)	Zurich	A+ (XV)
OBI (Oregon Business & Industry) Association	N/A		



## **HEALTHCARE REFORM MANDATES ARE INCLUDED WHERE GUIDANCE HAS BEEN RELEASED AND INTERPRETED.**

### General Assumptions

1. 4/1/2022 is the proposed effective date for the plans illustrated.
2. Rates are guaranteed for 12 months (unless otherwise noted) at which time the benefit plans would renew.
3. Insurance companies reserve the right to change their rates with a 30-day advance notice to the insurance broker and/or the employer.
4. The attached information and rates do not constitute a contract. The rates provided are based upon the data provided by Valdez Schools. The insurance company reserves the right to change the rates if the final enrolled census is different from the census data provided. Final rates will be determined by actual enrollment and completed risk questionnaire (if applicable).
5. Plan assumes common eligibility.
6. This is a brief summary of benefits and coverages for comparison purposes only and does not constitute a contract. For more details about the coverage, including any exclusions or limitation, please refer to the carrier summaries. For in-force coverage, please refer to your policy and plan booklet.

### Medical Assumptions

1. Specialty drugs may be limited to in-network benefits only and only at special pharmacies.
2. Extra-territorial mandates may apply.
3. Healthcare reform mandates included where guidance has been released and interpreted.

### Dental Assumptions

1. Late entrant penalties may apply for services other than Preventive and Diagnostic, if an employee or dependent does not enroll within 31 days of becoming eligible. Late entrant penalties do not apply when there is a qualifying event. Refer to carrier Summary of Benefits for details.

# City of Valdez

## 2022 Employee Benefits Plan: **Assumptions**



NETWORK ASSUMPTIONS	IN-NETWORK PROVIDERS	OUT-OF-NETWORK PROVIDERS
Aetna	Paid according to contract	Based on Medicare reimbursement rates. Balance billing may apply.
Cigna	Paid according to contract	Based on a fee that is 110% of Medicare-like reimbursement rates (developed by Cigna, using similar methodology to Medicare). Balance billing may apply.
First Choice Health Network	Paid according to contract	Based on a fee that is similar to Medicare reimbursement rates. Balance billing may apply.
Health Net	Paid according to contract	Based on a fee that is 160% of Medicare allowable. Balance billing may apply.
Kaiser Foundation Health Plan of the Northwest	Paid according to contract	Based on Kaiser Northwest's Allowed Amount. Balance billing may apply.
Kaiser Foundation Health Plan of Washington	Paid according to contract	Applies to Emergency Services only. Based on Kaiser Washington's Allowed Amount. Balance billing may apply.
Kaiser Foundation Health Plan of Washington Options	Paid according to contract	Based on Kaiser Washington's Allowed Amount. Balance billing may apply.
Moda	Paid according to contract	Based on Moda's Allowed Amount. Balance billing may apply.
PacificSource	Paid according to contract	Based on PacificSource's allowable fee. The allowable fee may be based on Medicare data, contracted vendors or other recognized databases. Balance billing may apply.
Premiera Blue Cross	Paid according to contract	Based on Premiera's allowable charges. Balance billing may apply.
Providence Health Plan	Paid according to contract	Based on Providence's usual and customary charges. Balance billing may apply.
Regence BlueShield	Paid according to contract	Based on Regence's usual and customary charges. Balance billing may apply.
United Healthcare	Paid according to contract	Based on United Healthcare's eligible expenses. Balance billing may apply.

***The above assumptions are a representative list used for this proposal. Specific assumptions vary from one insurance company to another. A complete list of assumptions will be provided to Valdez Schools before coverage is placed with the selected insurance company.***

# City of Valdez

## 2022 Employee Benefits Plan: Assumptions



### BENEFIT SERVICES

PARKER, SMITH & FEEK, INC. OFFERS A VARIETY OF BENEFIT SERVICES. THE FOLLOWING IS ONLY A REPRESENTATIVE LISTING.

*We assist our clients with group benefit products, such as:*

- Medical and Prescription Drug
- Vision Care
- Dental
- Group Life Insurance
- Accidental Death and Dismemberment
- Long-term and Short-term Disability
- Long-term Care Coverage
- Employee Assistance Programs
- Travel Accident
- Voluntary Benefits

*We have additional resources available to assist in the following areas:*

- Claims Analysis (when data is available)
- Employee Claims Advocacy
- Benefits Compliance
- Employee Education and Communications
- Total Compensation Statements
- Benefits/Human Resources Website
- Design and Implementation of Wellness Programs
- Integrated Absence Management

*We can assist in locating a strong partner for many other administrative services, including, but not limited to:*

- COBRA Administration
- Section 125/Flexible Spending Account
- Administration
- Retirement Plan Administration
- Third Party Health Plan Administration
- Actuarial Valuations
- Retirement Plans - Pension, Profit Sharing, 401k/403b

### OTHER PS&F SERVICES

In addition to our full range of benefit services, PS&F also offers:

- Business Succession and Estate Planning
- Workers' Compensation Services
- Personal Insurance for Individuals and Families
- Commercial Risk Management Solutions including insurance protection
- Surety Bonds

***If you are interested in any additional services, please contact a member of your PS&F Benefits team at 425.709.3600.***



## Legislation Text

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**File #:** 22-0134, **Version:** 1

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**ITEM TITLE:**

Approval to Purchase a 2022 Type 1 Ambulance from Hughes Fire Equipment Inc. in the Amount of \$271,530.00

**SUBMITTED BY:** Rob Comstock, Public Works Director & Tracy Raynor, Fire Chief

**FISCAL NOTES:**

Expenditure Required: \$271,530.00

Unencumbered Balance: \$271,920.00

Funding Source: 350-0400-58000

**RECOMMENDATION:**

Approve the Purchase of a 2022 Type 1 Ambulance from Hughes Fire Equipment Inc., Including Delivery to Valdez, in the Amount of \$271,530.00

**SUMMARY STATEMENT:**

This apparatus is a 2022 Type 1 Ambulance manufactured by Life Line Emergency Vehicles, Sumner, Iowa, and will be purchased from Hughes Fire Equipment Inc. This purchase is a 2022 budgeted item and is being replaced in accordance with the Major Equipment Schedule. The ambulance will be delivered to Hughes Fire Equipment's dealership in Springfield Oregon for installation of accessories and a final inspection before being transported to Valdez. Cost for delivery of the ambulance to Valdez and one inspection trip by city personnel is included in the purchase price. This inspection trip is a final inspection before the ambulance leaves the factory.

The purchase price of this ambulance is based on the unit being purchased through HGAC contract #AM 10-20, which is a government negotiated contract and meets City of Valdez Procurement Code. In addition to the government contract savings the City of Valdez will also receive a Ford Fleet Discount of \$5,200.00 on the chassis purchase for this ambulance.

The new ambulance replaces a 2007 F350 Northstar Ambulance with 29,528 miles on it. Once the new ambulance is placed in service Council will be asked to surplus and/or donate the old ambulance. The new ambulance will be assigned a 15 year life expectancy.





February 2, 2022

Valdez Fire Department, AK  
One (1) Ford F450 4X4 Life Line Paraliner  
Type I Ambulance JY-0023  
Build Location: Sumner, Iowa

Proposal Price \$271,530.00

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**Terms:**

**Delivery:** The unit would be ready for delivery from the factory within 180 to 240 days after receipt of fully executed Purchase Contract, order submission to the manufacturer, drawing approval between the manufacturer/dealer and the customer and receipt of chassis from manufacturer. Delivery is subject to change prior to order placement.

**Proposal Expires:** The above discount recap will be valid until March 31, 2022. If order is not submitted prior to that date, revised pricing will be required.

**Payment Terms:** Final payment due prior to the unit leaving the factory for delivery.

**Credit Card Payments:** Payments made for apparatus using a credit card will be applicable to a credit card convenience

**Government Price Concession (GPC):** This proposal includes the Ford Fleet Incentive Discount, per your FIN# QN704. If this unit is not purchased and registered to the (City of Valdez, Alaska), membership becomes inactive, or Ford discontinues the program incentive (for any reason) the discount will be added back to the final invoice or revised pricing will be required.

**Performance Bond:** A performance bond is not included in the above pricing. If customer elects a performance bond, \$2,199.00 will be added to the purchase price or final invoice.

**Consortium Purchase:** The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract AM10-20 valid until 9/30/2022 with a registered End User member Interlocal Contract "ILC." It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

**Transportation:** Transportation of the unit from the factory to the customer's location is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary. If customer elects to drive the unit from the factory, \$14,923.00 may be deducted from the purchase price.

**Inspection Trips: One (1)** factory inspection trip for **one (1)** fire department customer representative is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacturer's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trip. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the Department elects to forgo an inspection trip \$2,700.00 per traveler (per trip) will be deducted from the final invoice.

**Acceptance of Proposal:** If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

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**LIFE LINE**  
EMERGENCY VEHICLES

# TYPE I

**QUALITY  
SAVES  
LIVES**



## TYPE I

### PARALINER or SUPERLINER

A versatile choice, popular with EMS, hospitals and fire departments. Select your module length and headroom, then customize interior and exterior storage.

**Chassis:** Ford F350, F450, F550; RAM 4500, 5500

**Body lengths:** 147, 152, 158, 167 or 171-inch

**Headroom:** 68, 70, 72 or 74-inch

**Pass-thru or Crawl-thru**

**2WD or 4WD**

(563) 578-3317  
lifelineambulance.com





# TYPE I



## QUALITY SAVES LIVES

Life Line ambulances are designed by EMTs for EMTs. We pay uncommon attention to quality so every detail is designed to make your job safer and easier to provide better patient care. You can customize your Life Line vehicle with a wide range of thoughtful features:

- Quick release portable O2 brackets
- 4-Point safety harness seat system
- Heart monitor brackets
- Powder coated grab rails
- Dual rear patient controls
- Positive latch restock cabinets
- Interior cabinet LED lighting
- Power or Performance Cot Loading systems
- Temperature controlled drug cabinets

## STRONGER ON EVERY SIDE

Quality is built into every Life Line ambulance. Each vehicle features a structural cage for safety and durability.



- Side Walls are constructed of 2x2 vertical & 2x3 triple hollow vertical extrusions as well as a minimum of (5) 2x2 horizontal extrusions between those verticals
- Ceiling consists of 6" channel extrusion called the "Center Spine" with hat channel extrusions 18" on center perpendicular on both sides
- Interlocking "V" Joint Floor Extrusion forms a 2x2 box channel at 10" on center

100%  
Employee  
Owned



(563) 578-3317  
lifelineambulance.com







## Legislation Text

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**File #:** 22-0135, **Version:** 1

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**ITEM TITLE:**

Approval of Professional Services Agreement with DOWL, LLC for Design Service - Pavement Management Phases IV, V, and VI in the amount of \$1,109,739.85

**SUBMITTED BY:** Brad Sontag, Capital Facilities Project Manager

**FISCAL NOTES:**

Expenditure Required: \$1,109,739.85

Unencumbered Balance: \$1,200,000

Funding Source: 310-1120-58000

**RECOMMENDATION:**

Approve the Professional Services agreement with DOWL, LLC for Design Service - Pavement Management Phases IV, V, and VI in the amount of \$1,109,739.85

**SUMMARY STATEMENT:**

A request for qualifications was advertised for a total of 4 weeks. The three firms that submitted proposals were DOWL, Kinney Engineering and RESPEC. Three project managers reviewed each proposal and DOWL, LLC was the selected firm for this project.

DOWL, LLC will provide all engineering and support services necessary to provide the City of Valdez:

With surveying, civil engineering, public involvement, support during bidding, construction contract administration, project closeout services, geotechnical analysis and design for Pavement Management Phases IV, V, and VI.

This is a Multi-year design and construction project.

The scope of work includes but not limited to:

- Design replacement AC pavement surfaces
- Design replacement of curb, gutter, pedestrian walkways, and improve drainage in accordance with the Pavement Management Plan
- Design replacement of utilities including but not limited to sanitary sewer, water mains, storm drainage systems, fire hydrants, and street lights
- Coordinate with electric and telecom utilities affected by the project area
- Coordinate with local residence within the project area with an emphasis on local small

businesses, hospital, schools, senior center, and special needs living facilities.

- Provide 35%, 65%, and 95% drawings and specifications for each individual phase of the project
- Provide 100% bid-ready documents with an engineer's estimate for each individual phase of the project

This scope of work pertains to the project locations described by the City of Valdez Pavement Management Plan Phases IV, V, and IV.

- Phase IV - Pioneer Drive between Meals Avenue and Hazlet Avenue, and Meals Avenue north of Pioneer Drive to the Valdez High School Parking lot.
- Phase V - The following streets/cul-de-sacs west of Meals Avenue: Alatna Street, Bremner Street, Chena Street, Dadina Street, Foraker Street, and Gulkana Street.
- Phase VI - West Pioneer Drive from Hazlet Avenue to Whalen Avenue, West Lowe Street, West Mendeltna Street, West Nebesna Street, West Oumalik Street, and Pacific Avenue.

Construction Administration Service and Special Inspection Service costs will be determined during the construction bidding process of each individual phase. These costs will be in addition to the total amount of this contract.

The scope of work is more specifically described in the attached proposal dated March 2, 2022





March 2, 2022

Mr. Brad Sontag  
City of Valdez  
Capital Projects and Engineering  
Pioneer Field Airport  
300 Airport Road, STE 201  
Valdez, AK 99686

**Subject: Design Service – Pavement Management Phases IV-VI  
Project No. 22-310-1115**

Dear Mr. Sontag:

Thank you for the opportunity to provide professional services to the City of Valdez (City) for the fourth, fifth, and sixth phases of the pavement management project. The project areas break down as follows:

- Phase IV- Pioneer Drive between Meals Avenue and Hazlet Avenue and Meals Avenue north of Pioneer Drive to the Valdez High School Parking lot.
- Phase V – The followings streets/cul-de-sacs west of Meals Avenue : Alatna Street, Bremner Street, Chena Street, Dadina Street, Foraker Street, and Gulkana Street.
- Phase VI – West Pioneer Drive from Hazlet Avenue to Whalen Avenue, West Lowe Street, West Mendeltna Street, West Nabesna Street, West Oumalik Street, and Pacific Avenue.

We understand that the final construction sets may not follow the above-described phasing based on availability of funds and contracting capacity. We propose to design all phases simultaneously and work with you to group the various streets into up to three distinct plan sets that can be advertised separately. We estimate the final design packages to total over 400 sheets.

### **Phase 1 – Survey and Utility Evaluation (Lump Sum Fee of \$223,898.40)**

Shortly after notice to proceed DOWL's survey team will begin research and precomputations in preparation for the boundary survey. They will schedule the field survey and arrange for utility locates to coincide with the field work.

On-site survey will establish horizontal and vertical control. A topographic survey will extend to front house corners, collecting key features such as driveways, landscaping, utilities, etc. Property corners will be collected in order to establish the right-of-way (ROW). Invert elevations will be collected for storm and sewer utilities. The water main depth will be established with spot elevations at intermittent valve boxes.

Our subcontractor, Coffman Engineers will review available existing CCTV data for the gravity utilities in the project and collect additional CCTV data as needed. They will develop a condition

report for the utilities to identify which sections may need repair or replacement and make recommendations for possible trenchless repair strategies that might be appropriate including magnitude cost estimates for the work.

Assumptions:

- Public works will clean all storm drain catch basins and manholes prior to the field work.
- Project control will be 5/8-inch rebar with aluminum caps.
- Elevations will be set off local benchmarks and transferred throughout the project with digital levels.
- Topographic survey will typically extend from project centerline to front house corners.
- At either end of the project, survey will extend ~100 feet up side streets.
- Work will be performed with a combination of RTK GPS and conventional methods.
- You will provide available CCTV data for previous utility evaluations in the project area.

Deliverables:

- Basemap with existing features and ROW
- Draft and Final Utility Condition Reports

Target Completion Date

- Field Survey and Utility Evaluation: March to May 2022

**Phase 2 – Geotechnical Investigation (Lump Sum Fee of \$77,035.50)**

Based on the regional geology and previous geotechnical explorations in the general vicinity of the project corridors, the scope of the exploration is based on the assumption the site soils generally consist of several feet of gravel material (fill) over silty sand or sandy silt. Should the subsurface conditions encountered not match those anticipated, we will notify the project manager and owner to discuss further investigative options.

We propose to drill 14 test borings to depths of 15 to 20 feet within the existing roadway and utility corridors designated for replacement. Test borings will be drilled using a truck-mounted drill rig fitted with continuous-flight hollow-stem auger. Samples will be obtained at the surface, and depths of 2.5, 5, 7.5, and 10 feet and at 5-foot intervals thereafter using American Society for Testing and Materials (ASTM) standard penetration test equipment and procedures, a modified sampler, or applicable means. The test borings will be logged by a DOWL geologist/engineer.



A slotted three-quarter-inch PVC standpipe will be placed in most of the bore holes to allow monitoring the groundwater level. That level will be checked once after sufficient time has passed for the water levels to stabilize in the standpipes.

Selected samples recovered from the borings will be tested in Anchorage by our laboratory partner, Alaska Testlab, to classify the soils and to determine their basic engineering properties. The specific testing program will depend on the soil conditions and the samples recovered, but will typically include water content, particle-size analyses, and frost classification testing.

The findings of the field and laboratory testing will be analyzed and interpreted, and a letter report will be issued that presents the data obtained from the field exploration and laboratory testing, our analysis and interpretation of the data, recommended geotechnical design parameters for pavements and utility trench sections, and recommendations for associated construction earthwork and construction inspection and testing.

#### Assumptions

- The client will assist with legal entry and access onto the site for DOWL to perform the exploration.
- Traffic control will be required to drill the test borings and will consist of flaggers and signage.
- ROW and lane closure fees will be waived by the City.
- Test borings will be located within existing roadways and are accessible by a truck-mounted drill rig.
- Test boring locations will be marked in the field by DOWL Survey prior to commencing the geotechnical fieldwork.
- Should the subsurface conditions encountered not match those anticipated, we will notify you to discuss further investigative options.
- Backfilling the test borings with cuttings to the ground surface and filling holes in pavement with cold patch before leaving the site will be sufficient.
- Environmental sampling and testing are not included as part of the geotechnical field exploration.
- Wage requirements are not applicable to the geotechnical work.
- Standby fees may be invoiced in addition to the proposed lump sum fee. Standby would only be charged for delays caused by weather or circumstances beyond our control. Standby will be assessed at an additional \$2,250 per day for the drilling subcontractor, \$2,450 per day for the traffic control contractor, and an additional \$135 per hour plus reimbursables for the engineer/geologist.

Deliverables:

- Draft and Final Geotechnical Report

Target Completion Date

- Geotechnical Field Work: May 2022
- Preliminary Geotechnical findings for Design: June 2022
- Geotechnical Report: July 2022

**Phase 3 – 35% Concept Design (Lump Sum Fee of \$111,877.50)**

As the survey effort begins to mobilize, the design team will host a kick-off meeting with Capital Projects staff via teleconference to set expectations and review the proposed schedule. DOWL will meet with the City to review the proposed project scope, schedule, and budget, initiate communication protocols for the project, and identify additional stakeholders who should be involved in subsequent meetings.

Brad Doggett, PE, of DOWL, will be the project manager and sole point of contact for the City. Nick Conway, PE, of DOWL will be the project engineer and will lead the design team. The lighting design will be performed by Davin Blubaugh, PE, of RSA Engineering, Inc.

DOWL will conduct bi-weekly coordination calls with the City project manager to provide progress updates and discuss any design changes. DOWL will update the schedule monthly.

As needed, DOWL will coordinate meetings for project staff and the City to discuss the progress of the project, draft deliverables presented to the City, and stakeholder feedback. DOWL will prepare and submit monthly invoices and progress reports.

Design work will begin with research to obtain all existing as-builts and available geotechnical data. Once the basemap is complete a typical section will be developed in conjunction with two-dimensional linework for the proposed curblines and sidewalks. The depth and materials employed within the typical section will be developed with input from our geotechnical engineers and the City. DOWL will develop cost estimates for typical section alternatives. A rough layout for the lighting system and utilities recommended for repair or replacement will be developed.

Shortly after completion and agreement upon the 35% design, DOWL will make a site visit to both review the design details with the City and present the key concepts of the design at a public meeting.

Assumptions:

- One virtual meeting will be required for the project kickoff
- One trip will be made to Valdez for an initial site visit during the 35% design and a second trip will be made for the public meeting

- Work on utilities not requiring replacement will be limited to adjusting sewer manhole frames and replacing water valve boxes

Deliverables:

- Project schedule
- Summaries of coordination meetings
- Progress reports and invoices
- 35% design (typical section, roadway layout, and cost estimate)

Target Completion Date

- 35% plans and estimate: July 2022
- 35% Review and Public Meeting: Late July/early August 2022

**Phase 4 – 65% Design (Lump Sum Fee of \$105,970.75 (IV) \$122,330.75 (V), and \$127,295.75 (VI))**

DOWL will incorporate feedback from the 35% review and public meeting. A profile and Civil 3D corridor will be created, and rough grading performed. The water, sewer, storm drain, and lighting layouts will be refined, and details will be created. Summary tables will be started, and earthwork quantities refined.

Deliverables:

- Project schedule
- Summaries of coordination meetings
- Progress reports and invoices
- 65% plans, estimate, and specifications outline

Target Completion Date

- 65% plans, estimate, and specifications outline: 45 days following the 35% review submittal.

**Phase 5 – 100% Design (Lump Sum Fee of \$91,314.00 (IV) \$79,294.00 (V), and \$86,593.00 (VI))**

DOWL will incorporate feedback from the 65% review. Final grading and intersection details will be refined as necessary. The water, sewer, storm drain, and lighting designs will be refined as required. All plan sheets and specifications will be finalized as required, with special consideration given for construction phasing and traffic control requirements.

We will provide quantities and an Engineer's estimate of construction costs.

We will work with you to determine which streets are included in each bid package for advertising.

Final bid-ready documents will be signed and sealed for advertisement.

**Assumptions:**

- All feedback and direction from the City on the 65% submittal is received within one week of conference.

**Deliverables:**

- Summaries of coordination meetings
- Progress reports and invoices
- 100% bid-ready plans, specifications, and estimate

**Target Completion Date**

- Final plans, estimate, and specifications outline: 45 days following the 65% design submittal.

**Phase 6: Permitting (Lump Sum Fee of \$6,850.00)**

DOWL will provide all necessary permit applications. We anticipate permits will be required for the any replacement of water main, sewer main or storm drain facilities. Depending on the extent of changes to the storm drain or sewer systems and their proximity to the water main, several Department of Environmental Conservation plan reviews and/or waivers may be required.

**Assumptions:**

- The City will pay all applicable permit fees.
- The only formal lighting system review will be done by the State Fire Marshall and any associated fees will be paid by the City.

### **Phase 7: Public Outreach (Lump Sum Fee of \$77,280.00)**

DOWL will develop and implement a public involvement plan that will outline the public involvement process. This plan will be updated as needed throughout the entire public involvement process.

We will work with the City to establish a list of participants to participate in an Advisory Group. The group will be approximately 15 members and consist of each discrete stakeholder group. We assume the advisory group will meet every two weeks with the first meeting occurring within approximately 45 days after receiving NTP. Meetings will be held virtually via Teams. DOWL will prepare the agenda, presentation materials, and meeting minutes. The meeting information will be posted on the project webpage.

We will conduct two in-person open house meetings in Valdez. The first open house meeting will occur during the concept design activities and the second meeting will be held following design and evaluation and prior to anticipated construction. DOWL will prepare the meeting materials, present the materials and provide a meeting summary. DOWL will also collect and compile community and advisory group comments. The comment received throughout the project will be summarized and provided to the City.

We will have bi-weekly meeting with the team to discuss upcoming meeting, schedule, and any other project related information. This information will be used to provide updates to the community and advisory group. We have assumed that the meetings be one-hour in length and be a duration of seven months from project kick-off.

We will provide a project website that will be updated during the duration of the project. We will also develop an interactive map using Social Pinpoint that will be available on the website to further engage stakeholders and gather input. Both project website and interactive map will be accessible via the City's website with a link.

We will prepare the open house meeting postcard, flyers, and door hanger for the two open house meeting. We have assumed that the postcard and door hangers will be provided to residents and businesses within 500 feet of the project. DOWL will also be responsible for distributing the door hangars and flyers prior to the open house meetings. DOWL will also provide information for the two open house meetings that can be posted to the City's Facebook page and on-line local newspaper.

#### **Deliverables:**

- Public Involvement Plan
- Project stakeholder mail/email list
- Project website

#### **Assumptions:**

- One public involvement staff member will travel to Valdez for the public meeting

Target Completion Date

- N/A: Phase runs through project

**Construction Administration**

Construction Administration services are not included at this time. For budgeting purposes, we recommend using \$25,000 per month for a fully staffed construction administration person during active construction.

**Fee Summary**

Phase 1 – Survey and utility Evaluation (Lump Sum)	\$223,898.40
Phase 2 – Geotechnical Investigation (Lump Sum)	\$ 77,035.50
Phase 3 – 35% Design (Lump Sum)	\$111,877.70
Phase 4 – 65% Design (Lump Sum)	\$355,597.25
Section IV	\$105,970.75
Section V	\$122,330.75
Section VI	\$127,295.75
Phase 5 – 100% Design (Lump Sum)	\$257,201.00
Section IV	\$ 91,314.00
Section V	\$ 79,294.00
Section VI	\$ 86,593.00
Phase 6 - Permitting (Lump Sum)	\$ 6,850.00
Phase 7 - Public Outreach (Lump Sum)	\$ 77,280.00
<b>TOTAL FEE PROPOSAL =</b>	<b>\$1,109,739.85</b>

A fee estimate summarizing the various tasks associated with each phase is attached. Please let me know if you have any questions or would like additional information.

Sincerely,



DOWL  
Bradley M. Melocik, P.E., P.H.  
Senior Project Manager

DOWL  
Stewart G. Osgood, P.E.  
President and CEO



Project: Valdez Pavement Mangement IV,V,VI

Client: City of Valdez

Project or Contract #: 1122.63461.00

2/25/2022

Prepared By:

BSD

Reviewed By:

BMM

## Summary

Phase Name	Task			Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals	
				Hours	Cost				
Survey And Utility Evaluation	1	Project Management		12	\$ 2,490.00	\$ -	\$ -	\$ 2,490.00	
	2	Research and Logistics		15	\$ 2,490.00	\$ -	\$ -	\$ 2,490.00	
	3	Travel and Mobilization		32	\$ 7,040.00	\$ 1,480.00	\$ -	\$ 8,520.00	
	4	Utility Locates		24	\$ 4,530.00	\$ -	\$ -	\$ 4,530.00	
	5	Site Survey		104	\$ 22,880.00	\$ 4,160.00	\$ -	\$ 27,040.00	
	6	ROW Survey		58	\$ 9,970.00	\$ 2,080.00	\$ -	\$ 12,050.00	
	7	Survey Control		24	\$ 5,280.00	\$ 1,560.00	\$ -	\$ 6,840.00	
	8	Utility Asbuilts (SS/SD)		48	\$ 10,560.00	\$ 3,120.00	\$ -	\$ 13,680.00	
	9	Calculations		75	\$ 7,650.00	\$ -	\$ -	\$ 7,650.00	
	10	Drafting		128	\$ 12,790.00	\$ -	\$ -	\$ 12,790.00	
	11	Reporting		39	\$ 4,230.00	\$ -	\$ -	\$ 4,230.00	
	12	QC		24	\$ 4,065.00	\$ -	\$ -	\$ 4,065.00	
	13	Utility Condition Evaluation		4	\$ 820.00	\$ -	\$ 116,703.40	\$ 117,523.40	
	14			-	\$ -	\$ -	\$ -	\$ -	
		<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	587	\$ 94,795.00	\$ 12,400.00	\$ 116,703.40
Geotechnical Investigation	1	Task Management/Meetings		5	\$ 920.00	\$ -	\$ -	\$ 920.00	
	2	Coordination/Permitting		3	\$ 450.00	\$ -	\$ -	\$ 450.00	
	3	Safety Planning		2	\$ 270.00	\$ -	\$ -	\$ 270.00	
	4	Geotechnical Research		2	\$ 270.00	\$ -	\$ -	\$ 270.00	
	5	Utility Locates		6	\$ 810.00	\$ -	\$ -	\$ 810.00	
	6	Travel		16	\$ 2,160.00	\$ 1,074.00	\$ -	\$ 3,234.00	
	7	Mobilization/Demobilization		4	\$ 540.00	\$ -	\$ 6,600.00	\$ 7,140.00	
	8	Test Hole Logging		48	\$ 6,480.00	\$ 1,475.00	\$ 36,586.00	\$ 44,541.00	
	9	Groundwater Level Measurements		8	\$ 1,080.00	\$ -	\$ -	\$ 1,080.00	
	10	Laboratory Testing		4	\$ 540.00	\$ -	\$ 5,010.50	\$ 5,550.50	
	11	Geotechnical Analysis		30	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	
	12	Draft Report Preparation		28	\$ 4,170.00	\$ -	\$ -	\$ 4,170.00	
	13	Draft Report QC/Peer Review		9	\$ 1,645.00	\$ -	\$ -	\$ 1,645.00	
	14	Final Report Preparation		10	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00	
	15	Final Report QC/Peer Review		5	\$ 925.00	\$ -	\$ -	\$ 925.00	
	16			-	\$ -	\$ -	\$ -	\$ -	
		<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	180	\$ 26,290.00	\$ 2,549.00	\$ 48,196.50



<b>Project: Valdez Pavement Mangement IV,V,VI</b> <b>Client: City of Valdez</b> <b>Project or Contract #: 1122.63461.00</b> <b>2/25/2022</b>							Prepared By: <b>BSD</b>  Reviewed By: <b>BMM</b>
<b>Summary</b>							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
35% Design	1	Project Administration	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	2	Kick-Off Meeting with City of Valdez	9	\$ 1,680.00	\$ 1,640.00	\$ -	\$ 3,320.00
	3	Progress Reports/Monthly Meetings/Schedule Updates	18	\$ 3,360.00	\$ -	\$ -	\$ 3,360.00
	4	35% Design Development	-	\$ -	\$ -	\$ -	\$ -
	5	Typical Sections	134	\$ 18,920.00	\$ -	\$ -	\$ 18,920.00
	6	Roadway Design	288	\$ 39,640.00	\$ -	\$ -	\$ 39,640.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Cost Evaluation of Alternatives	68	\$ 10,880.00	\$ -	\$ -	\$ 10,880.00
	9	35% Design Review Meeting in Valdez	48	\$ 7,760.00	\$ 1,640.00	\$ -	\$ 9,400.00
	10	Lighting Design	-	\$ -	\$ -	\$ 18,157.70	\$ 18,157.70
	11		-	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____			<b>Subtotal</b>	<b>605</b>	<b>\$ 90,440.00</b>	<b>\$ 3,280.00</b>	<b>\$ 18,157.70</b>
65% Design, Phase IV	1	Project Administration	30	\$ 5,490.00	\$ -	\$ -	\$ 5,490.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	24	\$ 4,480.00	\$ -	\$ -	\$ 4,480.00
	3	65% Design Development	-	\$ -	\$ 1,120.00	\$ -	\$ 1,120.00
	4	Plans	424	\$ 59,120.00	\$ -	\$ -	\$ 59,120.00
	5	Specifications	66	\$ 10,160.00	\$ -	\$ -	\$ 10,160.00
	6	Estimate	62	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Design Review Meeting	12	\$ 2,240.00	\$ 1,120.00	\$ -	\$ 3,360.00
	9	Lighting Design	-	\$ -	\$ -	\$ 9,440.75	\$ 9,440.75
	10		-	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____			<b>Subtotal</b>	<b>638</b>	<b>\$ 94,290.00</b>	<b>\$ 2,240.00</b>	<b>\$ 9,440.75</b>
100% Design, Phase IV	1	Project Administration	6	\$ 1,230.00	\$ -	\$ -	\$ 1,230.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	8	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00
	3	100% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	496	\$ 69,700.00	\$ -	\$ -	\$ 69,700.00
	5	Specifications	30	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
	6	Estimate	30	\$ 4,290.00	\$ -	\$ -	\$ 4,290.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Advertisement/Bidding Assistance	24	\$ 3,820.00	\$ -	\$ -	\$ 3,820.00
	9	Lighting Design	-	\$ -	\$ -	\$ 2,244.00	\$ 2,244.00
	10		-	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____			<b>Subtotal</b>	<b>614</b>	<b>\$ 89,070.00</b>	<b>\$ -</b>	<b>\$ 2,244.00</b>





<b>Project: Valdez Pavement Mangement IV,V,VI</b> <b>Client: City of Valdez</b> <b>Project or Contract #: 1122.63461.00</b> <b>2/25/2022</b>							Prepared By: <b>BSD</b>  Reviewed By: <b>BMM</b>
<b>Summary</b>							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
65% Design, Phase V	1	Project Administration	26	\$ 4,780.00	\$ -	\$ -	\$ 4,780.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	20	\$ 3,660.00	\$ -	\$ -	\$ 3,660.00
	3	65% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	564	\$ 79,120.00	\$ 1,120.00	\$ -	\$ 80,240.00
	5	Specifications	58	\$ 9,040.00	\$ -	\$ -	\$ 9,040.00
	6	Estimate	62	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Design Review Meeting	12	\$ 2,240.00	\$ 1,120.00	\$ -	\$ 3,360.00
	9	Lighting Design	-	\$ -	\$ -	\$ 8,450.75	\$ 8,450.75
	10		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other	<b>Subtotal</b>	<b>762</b>	<b>\$ 111,640.00</b>	<b>\$ 2,240.00</b>	<b>\$ 8,450.75</b>
100% Design, Phase V	1	Project Administration	6	\$ 1,230.00	\$ -	\$ -	\$ 1,230.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	8	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00
	3	100% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	420	\$ 58,720.00	\$ -	\$ -	\$ 58,720.00
	5	Specifications	24	\$ 3,580.00	\$ -	\$ -	\$ 3,580.00
	6	Estimate	30	\$ 4,290.00	\$ -	\$ -	\$ 4,290.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Advertisement/Bidding Assistance	24	\$ 3,820.00	\$ -	\$ -	\$ 3,820.00
	9	Lighting Design	-	\$ -	\$ -	\$ 2,024.00	\$ 2,024.00
	10		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other	<b>Subtotal</b>	<b>532</b>	<b>\$ 77,270.00</b>	<b>\$ -</b>	<b>\$ 2,024.00</b>
65% Design, Phase VI	1	Project Administration	26	\$ 4,780.00	\$ -	\$ -	\$ 4,780.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	20	\$ 3,660.00	\$ -	\$ -	\$ 3,660.00
	3	65% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	596	\$ 83,380.00	\$ 1,120.00	\$ -	\$ 84,500.00
	5	Specifications	62	\$ 9,600.00	\$ -	\$ -	\$ 9,600.00
	6	Estimate	68	\$ 9,560.00	\$ -	\$ -	\$ 9,560.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Design Review Meeting	12	\$ 2,240.00	\$ 1,120.00	\$ -	\$ 3,360.00
	9	Lighting Design	-	\$ -	\$ -	\$ 7,735.75	\$ 7,735.75
	10		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other	<b>Subtotal</b>	<b>804</b>	<b>\$ 117,320.00</b>	<b>\$ 2,240.00</b>	<b>\$ 7,735.75</b>



Project: Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022							Prepared By: BSD Reviewed By: BMM	
Summary								
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals	
			Hours	Cost				
100% Design, Phase VI	1	Project Administration	6	\$ 1,230.00	\$ -	\$ -	\$ 1,230.00	
	2	Progress Reports/Monthly Meetings/Schedule Updates	8	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00	
	3	100% Design Development	-	\$ -	\$ -	\$ -	\$ -	
	4	Plans	464	\$ 65,130.00	\$ -	\$ -	\$ 65,130.00	
	5	Specifications	28	\$ 4,140.00	\$ -	\$ -	\$ 4,140.00	
	6	Estimate	34	\$ 4,850.00	\$ -	\$ -	\$ 4,850.00	
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00	
	8	Advertisement/Bidding Assistance	24	\$ 3,820.00	\$ -	\$ -	\$ 3,820.00	
	9	Lighting Design	-	\$ -	\$ -	\$ 1,793.00	\$ 1,793.00	
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	584	\$ 84,800.00	\$ -	\$ 1,793.00
Permitting	1	DEC Stormwater Plan Review	10	\$ 1,610.00	\$ -	\$ -	\$ 1,610.00	
	2	DEC Wastewater Plan Review	16	\$ 2,620.00	\$ -	\$ -	\$ 2,620.00	
	3	DEC Drinking Water	16	\$ 2,620.00	\$ -	\$ -	\$ 2,620.00	
	4		-	\$ -	\$ -	\$ -	\$ -	
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	42	\$ 6,850.00	\$ -	\$ -



<b>Project: Valdez Pavement Mangement IV,V,VI</b> <b>Client: City of Valdez</b> <b>Project or Contract #: 1122.63461.00</b> <b>2/25/2022</b>							Prepared By: <b>BSD</b>  Reviewed By: <b>BMM</b>
<b>Summary</b>							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Public Outreach	1	Project Management	25	\$ 4,325.00	\$ -	\$ -	\$ 4,325.00
	2	<b>Public Involvement Plan</b>	42	\$ 5,700.00	\$ -	\$ -	\$ 5,700.00
	3	<b>Advisory Group</b>	-	\$ -	\$ -	\$ -	\$ -
	4	Advisory Group Initiation	20	\$ 3,250.00	\$ -	\$ -	\$ 3,250.00
	5	Advisory Group meetings/follow-up	50	\$ 8,650.00	\$ -	\$ -	\$ 8,650.00
	6		-	\$ -	\$ -	\$ -	\$ -
	7	<b>Community Meetings</b>	-	\$ -	\$ -	\$ -	\$ -
	8	OH1 planning, advertising, attending, and follow-ups	40	\$ 5,975.00	\$ -	\$ -	\$ 5,975.00
	9	OH2 planning, advertising, attending, and follow-ups	40	\$ 5,975.00	\$ -	\$ -	\$ 5,975.00
	10	Stakeholder comment responses	60	\$ 7,650.00	\$ -	\$ -	\$ 7,650.00
	11	Stakeholder comment responses	-	\$ -	\$ -	\$ -	\$ -
	12		-	\$ -	\$ -	\$ -	\$ -
	13	Agency & Team Meetings/Coordination	50	\$ 8,650.00	\$ -	\$ -	\$ 8,650.00
	14		-	\$ -	\$ -	\$ -	\$ -
	15	Advertising	-	\$ -	\$ -	\$ -	\$ -
	16	Social Media Updates (City Facebook page)	34	\$ 4,160.00	\$ -	\$ -	\$ 4,160.00
	17	Door hangers (development)	36	\$ 4,380.00	\$ -	\$ -	\$ 4,380.00
	18	Website Development, ongoing management	55	\$ 7,625.00	\$ -	\$ -	\$ 7,625.00
	19	Interactive map development and management	40	\$ 5,750.00	\$ -	\$ -	\$ 5,750.00
	20	Public Workshop #1	-	\$ -	\$ 1,640.00	\$ -	\$ 1,640.00
	21	Public Workshop #2	-	\$ -	\$ 1,640.00	\$ -	\$ 1,640.00
	22	Postcard mailing	-	\$ -	\$ 500.00	\$ -	\$ 500.00
	23	Newspaper ads	-	\$ -	\$ 600.00	\$ -	\$ 600.00
	24	Flyer and Door Hanger Printing	-	\$ -	\$ 810.00	\$ -	\$ 810.00
	25		-	\$ -	\$ -	\$ -	\$ -
T&M <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Other <input type="checkbox"/>			<b>Subtotal</b>	<b>492</b>	<b>\$ 72,090.00</b>	<b>\$ 5,190.00</b>	<b>\$ 77,280.00</b>
<b>TOTAL</b>			<b>5840</b>	<b>\$ 864,855.00</b>	<b>\$ 30,139.00</b>	<b>\$ 214,745.85</b>	<b>\$ 1,109,739.85</b>



**Valdez Pavement Mangement IV,V,VI**

Client: City of Valdez

Project or Contract #: 1122.63461.00

2/25/2022

Prepared By:

BSD

Reviewed By:

BMM

**Labor**

Phase Name	Task	PM/CM	Design Engineer	Design Engineer	Utility Engineer	Tech III	Survey Manager	Senior Tech	Survey Tech	Survey Crew	Sr. Geotech	GEO Task Manager	Field Geo/Staff Eng.	Planner XI	Accounting	Public involvement planner	GIS Services	Graphic Designer	Admin Manager	Labor Subtotal	
		BSD/BMM	NMC	WL	IM	MC	WS	MD	BL	MW/PA	JEH/KDJ	KAN	PEP/MWB	LMC	SAB		CH		GS	Hours	Cost
Survey And Utility Evaluation	1 Project Management	6					6													12	\$ 2,490.00
	2 Research and Logistics							9		6										15	\$ 2,490.00
	3 Travel and Mobilization									32										32	\$ 7,040.00
	4 Utility Locates								6	18										24	\$ 4,530.00
	5 Site Survey									104										104	\$ 22,880.00
	6 ROW Survey							6	18	34										58	\$ 9,970.00
	7 Survey Control									24										24	\$ 5,280.00
	8 Utility Asbuilts (SS/SD)									48										48	\$ 10,560.00
	9 Calculations							15	60											75	\$ 7,650.00
	10 Drafting							18	110											128	\$ 12,790.00
	11 Reporting							15	24											39	\$ 4,230.00
	12 QC	3					9	12												24	\$ 4,065.00
	13 Utility Condition Evaluation	4																		4	\$ 820.00
	14 -																			-	\$ -
Subtotal		13	-	-	-	-	15	75	218	266	-	-	-	-	-	-	-	-	-	587	\$ 94,795.00
Geotechnical Investigation	1 Task Management/Meetings	2										2			1					5	\$ 920.00
	2 Coordination/Permitting											1	2							3	\$ 450.00
	3 Safety Planning												2							2	\$ 270.00
	4 Geotechnical Research												2							2	\$ 270.00
	5 Utility Locates												6							6	\$ 810.00
	6 Travel												16							16	\$ 2,160.00
	7 Mobilization/Demobilization												4							4	\$ 540.00
	8 Test Hole Logging												48							48	\$ 6,480.00
	9 Groundwater Level Measurements												8							8	\$ 1,080.00
	10 Laboratory Testing												4							4	\$ 540.00
	11 Geotechnical Analysis										10		20							30	\$ 4,500.00
	12 Draft Report Preparation					4					10		14							28	\$ 4,170.00
	13 Draft Report QC/Peer Review	1									4	4								9	\$ 1,645.00
	14 Final Report Preparation										4		6							10	\$ 1,530.00
	15 Final Report QC/Peer Review	1									2	2								5	\$ 925.00
	16 -																			-	\$ -
Subtotal		4	-	-	-	4	-	-	-	-	30	9	132	-	1	-	-	-	-	180	\$ 26,290.00
35% Design	1 Project Administration	20																		20	\$ 4,100.00
	2 Kick-Off Meeting with City of Valdez	6	3																	9	\$ 1,680.00
	3 Progress Reports/Monthly Meetings/Schedule Updates	12	6																	18	\$ 3,360.00
	4 35% Design Development																			-	\$ -
	5 Typical Sections	4	30	40		40					20									134	\$ 18,920.00
	6 Roadway Design	8	40	80	40	120														288	\$ 39,640.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Cost Evaluation of Alternatives	24	12	32																68	\$ 10,880.00
	9 35% Design Review Meeting in Valdez	16	16	16																48	\$ 7,760.00
	10 Lighting Design																			-	\$ -
	11 -																			-	\$ -
Subtotal		110	107	168	40	160	-	-	-	-	20	-	-	-	-	-	-	-	-	605	\$ 90,440.00
65% Design, Phase IV	1 Project Administration	18	12																	30	\$ 5,490.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	16	8																	24	\$ 4,480.00
	3 65% Design Development																			-	\$ -
	4 Plans	24	20	80	80	220														424	\$ 59,120.00
	5 Specifications	8	24	24	10															66	\$ 10,160.00
	6 Estimate	4	20	32		6														62	\$ 8,700.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Design Review Meeting	8	4																	12	\$ 2,240.00
	9 Lighting Design																			-	\$ -
	10 -																			-	\$ -
Subtotal		98	88	136	90	226	-	-	-	-	-	-	-	-	-	-	-	-	-	638	\$ 94,290.00

**Valdez Pavement Mangement IV,V,VI**

Client: City of Valdez

Project or Contract #: 1122.63461.00

2/25/2022

Prepared By:

BSD

Reviewed By:

BMM

**Labor**

Phase Name	Task	PM/CM	Design Engineer	Design Engineer	Utility Engineer	Tech III	Survey Manager	Senior Tech	Survey Tech	Surey Crew	Sr. Geotech	GEO Task Manager	Field Geo/Staff Eng.	Planner XI	Accounting	Public involvement planner	GIS Services	Graphic Designer	Admin Manager	Labor Subtotal	
		BSD/BMM	NMC	WL	IM	MC	WS	MD	BL	MW/PA	JEH/KDJ	KAN	PEP/MWB	LMC	SAB		CH		GS	Hours	Cost
100% Design, Phase IV	1 Project Administration	6																		6	\$ 1,230.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	6	2																	8	\$ 1,530.00
	3 100% Design Development																			-	\$ -
	4 Plans	20	80	140	72	180	4													496	\$ 69,700.00
	5 Specifications	4	10	16																30	\$ 4,400.00
	6 Estimate	2	12	16																30	\$ 4,290.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Advertisement/Bidding Assistance	4	20																	24	\$ 3,820.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		62	124	172	72	180	4	-	-	-	-	-	-	-	-	-	-	-	-	614	\$ 89,070.00
65% Design, Phase V	1 Project Administration	16	10																	26	\$ 4,780.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	12	8																	20	\$ 3,660.00
	3 65% Design Development																			-	\$ -
	4 Plans	24	100	160	80	200														564	\$ 79,120.00
	5 Specifications	8	20	20	10															58	\$ 9,040.00
	6 Estimate	4	20	32		6														62	\$ 8,700.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Design Review Meeting	8	4																	12	\$ 2,240.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		92	162	212	90	206	-	-	-	-	-	-	-	-	-	-	-	-	-	762	\$ 111,640.00
100% Design, Phase V	1 Project Administration	6																		6	\$ 1,230.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	6	2																	8	\$ 1,530.00
	3 100% Design Development																			-	\$ -
	4 Plans	16	60	120	60	160	4													420	\$ 58,720.00
	5 Specifications	4	8	12																24	\$ 3,580.00
	6 Estimate	2	12	16																30	\$ 4,290.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Advertisement/Bidding Assistance	4	20																	24	\$ 3,820.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		58	102	148	60	160	4	-	-	-	-	-	-	-	-	-	-	-	-	532	\$ 77,270.00
65% Design, Phase VI	1 Project Administration	16	10																	26	\$ 4,780.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	12	8																	20	\$ 3,660.00
	3 65% Design Development																			-	\$ -
	4 Plans	24	110	172	80	210														596	\$ 83,380.00
	5 Specifications	8	22	22	10															62	\$ 9,600.00
	6 Estimate	4	24	34		6														68	\$ 9,560.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Design Review Meeting	8	4																	12	\$ 2,240.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		92	178	228	90	216	-	-	-	-	-	-	-	-	-	-	-	-	-	804	\$ 117,320.00
100% Design, Phase VI	1 Project Administration	6																		6	\$ 1,230.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	6	2																	8	\$ 1,530.00
	3 100% Design Development																			-	\$ -
	4 Plans	18	72	132	68	170	4													464	\$ 65,130.00
	5 Specifications	4	10	14																28	\$ 4,140.00
	6 Estimate	2	14	18																34	\$ 4,850.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Advertisement/Bidding Assistance	4	20																	24	\$ 3,820.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		60	118	164	68	170	4	-	-	-	-	-	-	-	-	-	-	-	-	584	\$ 84,800.00
Permitting	1 DEC Stormwater Plan Review	2	8																	10	\$ 1,610.00
	2 DEC Wastewater Plan Review	4	12																	16	\$ 2,620.00
	3 DEC Drinking Water	4	12																	16	\$ 2,620.00
	4 -	-																		-	\$ -
Subtotal		10	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	\$ 6,850.00
	1 Project Management													15		10				25	\$ 4,325.00
	2 Public Involvement Plan													10		30			2	42	\$ 5,700.00
	3 Advisory Group																			-	\$ -
	4 Advisory Group Initiation													10		10				20	\$ 3,250.00
	5 Advisory Group meetings/follow-up													30		20				50	\$ 8,650.00
	6 -																			-	\$ -
	7 Community Meetings																			-	\$ -
	8 OH1 planning, advertising, attending, and follow-ups													15		25				40	\$ 5,975.00
	9 OH2 planning, advertising, attending, and follow-ups													15		25				40	\$ 5,975.00



**Valdez Pavement Mangement IV,V,VI**

Client: City of Valdez

Project or Contract #: 1122.63461.00

2/25/2022

Prepared By:

BSD

Reviewed By:

BMM

**Labor**

Phase Name	Task	PM/CM	Design Engineer	Design Engineer	Utility Engineer	Tech III	Survey Manager	Senior Tech	Survey Tech	Survey Crew	Sr. Geotech	GEO Task Manager	Field Geo/Staff Eng.	Planner XI	Accounting	Public Involvement planner	GIS Services	Graphic Designer	Admin Manager	Labor Subtotal	
		BSD/BMM \$ 205/hour	NMC \$ 150/hour	WL \$ 130/hour	IM \$ 180/hour	MC \$ 120/hour	WS \$ 210/hour	MD \$ 130/hour	BL \$ 95/hour	MW/PA \$ 220/hour	JEH/KDJ \$ 180/hour	KAN \$ 180/hour	PEP/MWB \$ 135/hour	LMC \$ 215/hour	SAB \$ 150/hour	\$ 110/hour	CH \$ 155/hour	\$ 110/hour	GS \$ 125/hour	Hours	Cost
Public Outreach	10 Stakeholder comment responses													10		50				60	\$ 7,650.00
	11 Stakeholder comment responses																			-	\$ -
	12 -																			-	\$ -
	13 Agency & Team Meetings/Coordination													30		20				50	\$ 8,650.00
	14 -																			-	\$ -
	15 Advertising																			-	\$ -
	16 Social Media Updates (City Facebook page)													4		30				34	\$ 4,160.00
	17 Door hangers (development)													4		16		16		36	\$ 4,380.00
	18 Website Development, ongoing management													15		30		10		55	\$ 7,625.00
	19 Interactive map development and management															10	30			40	\$ 5,750.00
	20 Public Workshop #1																			-	\$ -
	21 Public Workshop #2																			-	\$ -
	22 Postcard mailing																			-	\$ -
	23 Newspaper ads																			-	\$ -
	24 Flyer and Door Hanger Printing																			-	\$ -
	25 -																			-	\$ -
Subtotal		-	-	-	-	-	-	-	-	-	-	-	-	158	-	276	30	26	2	492	\$ 72,090.00
LABOR HOUR TOTAL		599	911	1228	510	1322	27	75	218	266	50	9	132	158	1	276	30	26	2	5840	
LABOR COST TOTAL		\$122,795.00	\$ 136,650.00	\$ 159,640.00	\$91,800.00	\$158,640.00	\$ 5,670.00	\$ 9,750.00	\$20,710.00	\$58,520.00	\$ 9,000.00	\$ 1,620.00	\$17,820.00	\$33,970.00	\$ 150.00	\$30,360.00	\$ 4,650.00	\$ 2,860.00	\$ 250.00		\$ 864,855.00



Expenses			Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022										Prepared By: BSD Reviewed By: BMM			
			Travel, Mileage, & Misc. Subtotal										Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses					
				Total		Total	Autos	Total	Cost							
Phase Name	Task		\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost	Cost						*Other Expenses Description	
Survey And Utility Evaluation	1	Project Management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Research and Logistics		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	Travel and Mobilization	8	\$ 880.00	4	\$ 600.00		\$ -	\$ 1,480.00			\$ 1,480.00	0%	\$ 1,480.00		
	4	Utility Locates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Site Survey	16	\$ 1,760.00	16	\$ 2,400.00		\$ -	\$ 4,160.00			\$ 4,160.00	0%	\$ 4,160.00		
	6	ROW Survey	8	\$ 880.00	8	\$ 1,200.00		\$ -	\$ 2,080.00			\$ 2,080.00	0%	\$ 2,080.00		
	7	Survey Control	6	\$ 660.00	6	\$ 900.00		\$ -	\$ 1,560.00			\$ 1,560.00	0%	\$ 1,560.00		
	8	Utility Asbuilts (SS/SD)	12	\$ 1,320.00	12	\$ 1,800.00		\$ -	\$ 3,120.00			\$ 3,120.00	0%	\$ 3,120.00		
	9	Calculations		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	Drafting		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	11	Reporting		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	12	QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	13	Utility Condition Evaluation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	14	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
		Subtotal		50	\$ 5,500.00	46	\$ 6,900.00	-	\$ -	\$ 12,400.00	\$ -	\$ -	\$ 12,400.00		\$ 12,400.00	
Geotechnical Investigation	1	Task Management/Meetings		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Coordination/Permitting		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	Safety Planning		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Geotechnical Research		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Utility Locates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Travel	1	\$ 110.00	1	\$ 150.00	600	\$ 600.00	\$ 860.00		\$ 214.00	\$ 1,074.00	0%	\$ 1,074.00	ANC-VDZ	
	7	Mobilization/Demobilization		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Test Hole Logging	5	\$ 550.00	5	\$ 750.00	25	\$ 25.00	\$ 1,325.00	\$ 150.00		\$ 1,475.00	0%	\$ 1,475.00		
	9	Groundwater Level Measurements		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	Laboratory Testing		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	11	Geotechnical Analysis		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	12	Draft Report Preparation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	13	Draft Report QC/Peer Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	14	Final Report Preparation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	15	Final Report QC/Peer Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	16	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
		Subtotal		6	\$ 660.00	6	\$ 900.00	625	\$ 625.00	\$ 2,185.00	\$ 150.00	\$ 214.00	\$ 2,549.00		\$ 2,549.00	
35% Design	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Kick-Off Meeting with City of Valdez	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	airfare and rental car or mileage	
	3	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	35% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Typical Sections		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Roadway Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Cost Evaluation of Alternatives		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	9	35% Design Review Meeting in Valdez	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	airfare and rental car or mileage	



Expenses			Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022										Prepared By: BSD Reviewed By: BMM			
			Travel, Mileage, & Misc. Subtotal										Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses					
				Total		Total	Autos	Total	Cost							
Phase Name	Task		\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost	Cost						*Other Expenses Description	
	10	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	Subtotal		8	\$ 880.00	8	\$ 1,200.00	-	\$ -	\$ 2,080.00	\$ -	\$ 1,200.00	\$ 3,280.00		\$ 3,280.00		
65% Design, Phase IV	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	65% Design Development	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Design Review Meeting	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
Subtotal		4	\$ 440.00	4	\$ 600.00	-	\$ -	\$ 1,040.00	\$ -	\$ 1,200.00	\$ 2,240.00		\$ 2,240.00			
100% Design, Phase IV	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	100% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Advertisement/Bidding Assistance		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -			
65% Design, Phase V	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	65% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Plans	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Design Review Meeting	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
Subtotal		4	\$ 440.00	4	\$ 600.00	-	\$ -	\$ 1,040.00	\$ -	\$ 1,200.00	\$ 2,240.00		\$ 2,240.00			
	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	100% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		





Expenses			Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022									Prepared By: BSD Reviewed By: BMM			
			Travel, Mileage, & Misc. Subtotal									Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses				
				Total		Total	Autos	Total	Cost						
Phase Name	Task		\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost	Cost					*Other Expenses Description	
100% Design, Phase V	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	Advertisement/Bidding Assistance		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
65% Design, Phase VI	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	65% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	Plans	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	Design Review Meeting	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		4	\$ 440.00	4	\$ 600.00	-	\$ -	\$ 1,040.00	\$ -	\$ 1,200.00	\$ 2,240.00		\$ 2,240.00	
100% Design, Phase VI	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	100% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	Advertisement/Bidding Assistance		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Permitting	1	DEC Stormwater Plan Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	DEC Wastewater Plan Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	DEC Drinking Water		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	1	Project Management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	Public Involvement Plan		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	Advisory Group		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	Advisory Group Initiation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	5	Advisory Group meetings/follow-up		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	



Expenses			Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022									Prepared By: BSD Reviewed By: BMM			
			Travel, Mileage, & Misc. Subtotal									Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses				
				Total		Total	Autos	Total	Cost						
Phase Name	Task		\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost		Cost					*Other Expenses Description
Public Outreach	7	Community Meetings		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	OH1 planning, advertising, attending, and follow-ups		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	9	OH2 planning, advertising, attending, and follow-ups		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	Stakeholder comment responses		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	11	Stakeholder comment responses		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	12	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	13	Agency & Team Meetings/Coordination		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	14	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	15	Advertising		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	16	Social Media Updates (City Facebook page)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	17	Door hangers (development)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	18	Website Development, ongoing management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	19	Interactive map development and management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	20	Public Workshop #1	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	
	21	Public Workshop #2	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	
	22	Postcard mailing		\$ -		\$ -		\$ -	\$ -		\$ 500.00	\$ 500.00	0%	\$ 500.00	
	23	Newspaper ads		\$ -		\$ -		\$ -	\$ -		\$ 600.00	\$ 600.00	0%	\$ 600.00	
	24	Flyer and Door Hanger Printing	1	\$ 110.00		\$ -		\$ -	\$ 110.00		\$ 700.00	\$ 810.00	0%	\$ 810.00	
	25	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
Subtotal			9	\$ 990.00	8	\$ 1,200.00	-	\$ -	\$ 2,190.00	\$ -	\$ 3,000.00	\$ 5,190.00		\$ 5,190.00	
EXPENSES TOTAL			85	\$ 9,350.00	80	\$ 12,000.00	625	\$ 625.00	\$ 21,975.00	\$ 150.00	\$ 8,014.00	\$ 30,139.00		\$ 30,139.00	



Subconsultants			Project:Valdez Pavement Mangement IV,V,VI Client:City of Valdez Project or Contract #:1122.63461.00 2/25/2022 *See attachment for subconsultants full cost breakout											Prepared By: BSD Reviewed By: BMM	
			Coffman			Denali Drilling			Alaska Testlab			RSA			Subconsultants Subtotal
			Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
Survey And Utility Evaluation	1	Project Management			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Research and Logistics			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Travel and Mobilization			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Utility Locates			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Site Survey			\$ -			\$ -			\$ -			\$ -	\$ -
	6	ROW Survey			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Survey Control			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Utility Asbuilts (SS/SD)			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Calculations			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Drafting			\$ -			\$ -			\$ -			\$ -	\$ -
	11	Reporting			\$ -			\$ -			\$ -			\$ -	\$ -
	12	QC			\$ -			\$ -			\$ -			\$ -	\$ -
	13	Utility Condition Evaluation	\$ 106,094.00	10%	\$116,703.40			\$ -			\$ -			\$ -	\$ 116,703.40
	14	-			\$ -			\$ -			\$ -			\$ -	\$ -
Subtotal		\$106,094.00		\$116,703.40	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 116,703.40	
Geotechnical Investigation	1	Task Management/Meetings			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Coordination/Permitting			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Safety Planning			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Geotechnical Research			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Utility Locates			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Travel			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Mobilization/Demobilization			\$ -	\$ 6,000.00	10%	\$ 6,600.00			\$ -			\$ -	\$ 6,600.00
	8	Test Hole Logging			\$ -	\$ 33,260.00	10%	\$36,586.00			\$ -			\$ -	\$ 36,586.00
	9	Groundwater Level Measurements			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Laboratory Testing			\$ -			\$ -	\$ 4,555.00	10%	\$ 5,010.50			\$ -	\$ 5,010.50
	11	Geotechnical Analysis			\$ -			\$ -			\$ -			\$ -	\$ -
	12	Draft Report Preparation			\$ -			\$ -			\$ -			\$ -	\$ -
	13	Draft Report QC/Peer Review			\$ -			\$ -			\$ -			\$ -	\$ -
	14	Final Report Preparation			\$ -			\$ -			\$ -			\$ -	\$ -
	15	Final Report QC/Peer Review			\$ -			\$ -			\$ -			\$ -	\$ -
	16	-			\$ -			\$ -			\$ -			\$ -	\$ -
Subtotal		\$ -		\$ -	\$39,260.00		\$43,186.00	\$ 4,555.00		\$ 5,010.50	\$ -		\$ -	\$ 48,196.50	
35% Design	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Kick-Off Meeting with City of Valdez			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	4	35% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Typical Sections			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Roadway Design			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Cost Evaluation of Alternatives			\$ -			\$ -			\$ -			\$ -	\$ -
	9	35% Design Review Meeting in Valdez			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Lighting Design			\$ -			\$ -			\$ -	\$ 16,507.00	10%	\$ 18,157.70	\$ 18,157.70
	11	-			\$ -			\$ -			\$ -			\$ -	\$ -
Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$16,507.00		\$ 18,157.70	\$ 18,157.70	
	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	65% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -



Subconsultants			Project:Valdez Pavement Mangement IV,V,VI Client:City of Valdez Project or Contract #:1122.63461.00 2/25/2022 *See attachment for subconsultants full cost breakout											Prepared By: BSD Reviewed By: BMM	
			Coffman			Denali Drilling			Alaska Testlab			RSA			Subconsultants Subtotal
Phase Name	Task		Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
65% Design, Phase IV	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Design Review Meeting			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 8,582.50	10%	\$ 9,440.75	\$ 9,440.75
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 8,582.50		\$ 9,440.75	\$ 9,440.75
100% Design, Phase IV	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	100% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Advertisement/Bidding Assistance			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 2,040.00	10%	\$ 2,244.00	\$ 2,244.00
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 2,040.00		\$ 2,244.00	\$ 2,244.00
65% Design, Phase V	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	65% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Design Review Meeting			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 7,682.50	10%	\$ 8,450.75	\$ 8,450.75
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 7,682.50		\$ 8,450.75	\$ 8,450.75
100% Design, Phase V	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	100% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Advertisement/Bidding Assistance			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 1,840.00	10%	\$ 2,024.00	\$ 2,024.00
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 1,840.00		\$ 2,024.00	\$ 2,024.00
65% Design, Phase VI	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	65% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Design Review Meeting			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 7,032.50	10%	\$ 7,735.75	\$ 7,735.75
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -



Subconsultants			Project:Valdez Pavement Mangement IV,V,VI Client:City of Valdez Project or Contract #:1122.63461.00 2/25/2022 *See attachment for subconsultants full cost breakout											Prepared By: BSD Reviewed By: BMM	
			Coffman			Denali Drilling			Alaska Testlab			RSA			Subconsultants Subtotal
			Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
Phase Name	Task														
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 7,032.50		\$ 7,735.75	\$ 7,735.75
100% Design, Phase VI	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	100% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Advertisement/Bidding Assistance			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 1,630.00	10%	\$ 1,793.00	\$ 1,793.00
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 1,630.00		\$ 1,793.00	\$ 1,793.00
Permitting	1	DEC Stormwater Plan Review			\$ -			\$ -			\$ -			\$ -	\$ -
	2	DEC Wastewater Plan Review			\$ -			\$ -			\$ -			\$ -	\$ -
	3	DEC Drinking Water			\$ -			\$ -			\$ -			\$ -	\$ -
	4	-			\$ -			\$ -			\$ -			\$ -	\$ -
		Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Public Outreach	1	Project Management			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Public Involvement Plan			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Advisory Group			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Advisory Group Initiation			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Advisory Group meetings/follow-up			\$ -			\$ -			\$ -			\$ -	\$ -
	6	-			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Community Meetings			\$ -			\$ -			\$ -			\$ -	\$ -
	8	OH1 planning, advertising, attending, and follow-ups			\$ -			\$ -			\$ -			\$ -	\$ -
	9	OH2 planning, advertising, attending, and follow-ups			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Stakeholder comment responses			\$ -			\$ -			\$ -			\$ -	\$ -
	11	Stakeholder comment responses			\$ -			\$ -			\$ -			\$ -	\$ -
	12	-			\$ -			\$ -			\$ -			\$ -	\$ -
	13	Agency & Team Meetings/Coordination			\$ -			\$ -			\$ -			\$ -	\$ -
	14	-			\$ -			\$ -			\$ -			\$ -	\$ -
	15	Advertising			\$ -			\$ -			\$ -			\$ -	\$ -
	16	Social Media Updates (City Facebook page)			\$ -			\$ -			\$ -			\$ -	\$ -
	17	Door hangers (development)			\$ -			\$ -			\$ -			\$ -	\$ -
	18	Website Development, ongoing management			\$ -			\$ -			\$ -			\$ -	\$ -
	19	Interactive map development and management			\$ -			\$ -			\$ -			\$ -	\$ -
	20	Public Workshop #1			\$ -			\$ -			\$ -			\$ -	\$ -
	21	Public Workshop #2			\$ -			\$ -			\$ -			\$ -	\$ -
	22	Postcard mailing			\$ -			\$ -			\$ -			\$ -	\$ -
	23	Newspaper ads			\$ -			\$ -			\$ -			\$ -	\$ -
	24	Flyer and Door Hanger Printing			\$ -			\$ -			\$ -			\$ -	\$ -
	25	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
	SUBCONSULTANTS TOTAL		\$106,094.00		\$116,703.40	\$39,260.00		\$43,186.00	\$ 4,555.00		\$ 5,010.50	\$45,314.50		\$ 49,845.95	\$ 214,745.85



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and DOWL, LLC (“Consultant”) is effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

All work under this agreement shall be referred to by the following:

**Project: Design Service – Pavement Management Phases IV-VI  
Project No: 22-310-1115  
Contract No.: 1899  
Cost Code: 310-1115-58000**

Consultant’s project manager under this agreement is Brad Doggett.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Brad Sontag.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 365 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



#### ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

#### ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

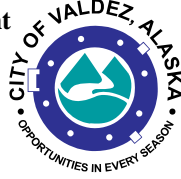
\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

#### ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services  
Project: Design Service – Pavement Management  
Phases IV-VI  
Project No. 22-310-1115  
Contract No. 1899  
Cost Code: 310-1115-58000



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

**DOWL, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed name

Date: \_\_\_\_\_

Title: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Sharon Sheidt, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Detter, City Manager

Date: \_\_\_\_\_

**RECOMMENDED:**

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Brena, Bell & Walker, P.C.

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

Date: \_\_\_\_\_





## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide all engineering and support services necessary to provide the City of Valdez:

With surveying, civil engineering, public involvement, support during bidding, construction contract administration, project closeout services, geotechnical analysis and design for Pavement Management Phases IV, V, and VI.

### **PROJECT LOCATIONS**

This scope of work pertains to the project locations described by the City of Valdez Pavement Management Plan Phases IV, V, and IV.

- Phase IV – Pioneer Drive between Meals Avenue and Hazlet Avenue, and Meals Avenue north of Pioneer Drive to the Valdez High School Parking lot.
- Phase V – The following streets/cul-de-sacs west of Meals Avenue: Alatna Street, Bremner Street, Chena Street, Dadina Street, Foraker Street, and Gulkana Street.
- Phase VI – West Pioneer Drive from Hazlet Avenue to Whalen Avenue, West Lowe Street, West Mendeltna Street, West Nebesna Street, West Oumalik Street, and Pacific Avenue.

The scope of work is more specifically described in the attached proposal dated March 2, 2022 which is incorporated herein by reference.

## **Appendix B Basis of Compensation**

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$1,109,739.85 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



March 2, 2022

Mr. Brad Sontag  
City of Valdez  
Capital Projects and Engineering  
Pioneer Field Airport  
300 Airport Road, STE 201  
Valdez, AK 99686

**Subject: Design Service – Pavement Management Phases IV-VI  
Project No. 22-310-1115**

Dear Mr. Sontag:

Thank you for the opportunity to provide professional services to the City of Valdez (City) for the fourth, fifth, and sixth phases of the pavement management project. The project areas break down as follows:

- Phase IV- Pioneer Drive between Meals Avenue and Hazlet Avenue and Meals Avenue north of Pioneer Drive to the Valdez High School Parking lot.
- Phase V – The followings streets/cul-de-sacs west of Meals Avenue : Alatna Street, Bremner Street, Chena Street, Dadina Street, Foraker Street, and Gulkana Street.
- Phase VI – West Pioneer Drive from Hazlet Avenue to Whalen Avenue, West Lowe Street, West Mendeltna Street, West Nabesna Street, West Oumalik Street, and Pacific Avenue.

We understand that the final construction sets may not follow the above-described phasing based on availability of funds and contracting capacity. We propose to design all phases simultaneously and work with you to group the various streets into up to three distinct plan sets that can be advertised separately. We estimate the final design packages to total over 400 sheets.

### **Phase 1 – Survey and Utility Evaluation (Lump Sum Fee of \$223,898.40)**

Shortly after notice to proceed DOWL's survey team will begin research and precomputations in preparation for the boundary survey. They will schedule the field survey and arrange for utility locates to coincide with the field work.

On-site survey will establish horizontal and vertical control. A topographic survey will extend to front house corners, collecting key features such as driveways, landscaping, utilities, etc. Property corners will be collected in order to establish the right-of-way (ROW). Invert elevations will be collected for storm and sewer utilities. The water main depth will be established with spot elevations at intermittent valve boxes.

Our subcontractor, Coffman Engineers will review available existing CCTV data for the gravity utilities in the project and collect additional CCTV data as needed. They will develop a condition

report for the utilities to identify which sections may need repair or replacement and make recommendations for possible trenchless repair strategies that might be appropriate including magnitude cost estimates for the work.

Assumptions:

- Public works will clean all storm drain catch basins and manholes prior to the field work.
- Project control will be 5/8-inch rebar with aluminum caps.
- Elevations will be set off local benchmarks and transferred throughout the project with digital levels.
- Topographic survey will typically extend from project centerline to front house corners.
- At either end of the project, survey will extend ~100 feet up side streets.
- Work will be performed with a combination of RTK GPS and conventional methods.
- You will provide available CCTV data for previous utility evaluations in the project area.

Deliverables:

- Basemap with existing features and ROW
- Draft and Final Utility Condition Reports

Target Completion Date

- Field Survey and Utility Evaluation: March to May 2022

**Phase 2 – Geotechnical Investigation (Lump Sum Fee of \$77,035.50)**

Based on the regional geology and previous geotechnical explorations in the general vicinity of the project corridors, the scope of the exploration is based on the assumption the site soils generally consist of several feet of gravel material (fill) over silty sand or sandy silt. Should the subsurface conditions encountered not match those anticipated, we will notify the project manager and owner to discuss further investigative options.

We propose to drill 14 test borings to depths of 15 to 20 feet within the existing roadway and utility corridors designated for replacement. Test borings will be drilled using a truck-mounted drill rig fitted with continuous-flight hollow-stem auger. Samples will be obtained at the surface, and depths of 2.5, 5, 7.5, and 10 feet and at 5-foot intervals thereafter using American Society for Testing and Materials (ASTM) standard penetration test equipment and procedures, a modified sampler, or applicable means. The test borings will be logged by a DOWL geologist/engineer.

A slotted three-quarter-inch PVC standpipe will be placed in most of the bore holes to allow monitoring the groundwater level. That level will be checked once after sufficient time has passed for the water levels to stabilize in the standpipes.

Selected samples recovered from the borings will be tested in Anchorage by our laboratory partner, Alaska Testlab, to classify the soils and to determine their basic engineering properties. The specific testing program will depend on the soil conditions and the samples recovered, but will typically include water content, particle-size analyses, and frost classification testing.

The findings of the field and laboratory testing will be analyzed and interpreted, and a letter report will be issued that presents the data obtained from the field exploration and laboratory testing, our analysis and interpretation of the data, recommended geotechnical design parameters for pavements and utility trench sections, and recommendations for associated construction earthwork and construction inspection and testing.

#### Assumptions

- The client will assist with legal entry and access onto the site for DOWL to perform the exploration.
- Traffic control will be required to drill the test borings and will consist of flaggers and signage.
- ROW and lane closure fees will be waived by the City.
- Test borings will be located within existing roadways and are accessible by a truck-mounted drill rig.
- Test boring locations will be marked in the field by DOWL Survey prior to commencing the geotechnical fieldwork.
- Should the subsurface conditions encountered not match those anticipated, we will notify you to discuss further investigative options.
- Backfilling the test borings with cuttings to the ground surface and filling holes in pavement with cold patch before leaving the site will be sufficient.
- Environmental sampling and testing are not included as part of the geotechnical field exploration.
- Wage requirements are not applicable to the geotechnical work.
- Standby fees may be invoiced in addition to the proposed lump sum fee. Standby would only be charged for delays caused by weather or circumstances beyond our control. Standby will be assessed at an additional \$2,250 per day for the drilling subcontractor, \$2,450 per day for the traffic control contractor, and an additional \$135 per hour plus reimbursables for the engineer/geologist.

Deliverables:

- Draft and Final Geotechnical Report

Target Completion Date

- Geotechnical Field Work: May 2022
- Preliminary Geotechnical findings for Design: June 2022
- Geotechnical Report: July 2022

**Phase 3 – 35% Concept Design (Lump Sum Fee of \$111,877.50)**

As the survey effort begins to mobilize, the design team will host a kick-off meeting with Capital Projects staff via teleconference to set expectations and review the proposed schedule. DOWL will meet with the City to review the proposed project scope, schedule, and budget, initiate communication protocols for the project, and identify additional stakeholders who should be involved in subsequent meetings.

Brad Doggett, PE, of DOWL, will be the project manager and sole point of contact for the City. Nick Conway, PE, of DOWL will be the project engineer and will lead the design team. The lighting design will be performed by Davin Blubaugh, PE, of RSA Engineering, Inc.

DOWL will conduct bi-weekly coordination calls with the City project manager to provide progress updates and discuss any design changes. DOWL will update the schedule monthly.

As needed, DOWL will coordinate meetings for project staff and the City to discuss the progress of the project, draft deliverables presented to the City, and stakeholder feedback. DOWL will prepare and submit monthly invoices and progress reports.

Design work will begin with research to obtain all existing as-builts and available geotechnical data. Once the basemap is complete a typical section will be developed in conjunction with two-dimensional linework for the proposed curblines and sidewalks. The depth and materials employed within the typical section will be developed with input from our geotechnical engineers and the City. DOWL will develop cost estimates for typical section alternatives. A rough layout for the lighting system and utilities recommended for repair or replacement will be developed.

Shortly after completion and agreement upon the 35% design, DOWL will make a site visit to both review the design details with the City and present the key concepts of the design at a public meeting.

Assumptions:

- One virtual meeting will be required for the project kickoff
- One trip will be made to Valdez for an initial site visit during the 35% design and a second trip will be made for the public meeting

- Work on utilities not requiring replacement will be limited to adjusting sewer manhole frames and replacing water valve boxes

Deliverables:

- Project schedule
- Summaries of coordination meetings
- Progress reports and invoices
- 35% design (typical section, roadway layout, and cost estimate)

Target Completion Date

- 35% plans and estimate: July 2022
- 35% Review and Public Meeting: Late July/early August 2022

**Phase 4 – 65% Design (Lump Sum Fee of \$105,970.75 (IV) \$122,330.75 (V), and \$127,295.75 (VI))**

DOWL will incorporate feedback from the 35% review and public meeting. A profile and Civil 3D corridor will be created, and rough grading performed. The water, sewer, storm drain, and lighting layouts will be refined, and details will be created. Summary tables will be started, and earthwork quantities refined.

Deliverables:

- Project schedule
- Summaries of coordination meetings
- Progress reports and invoices
- 65% plans, estimate, and specifications outline

Target Completion Date

- 65% plans, estimate, and specifications outline: 45 days following the 35% review submittal.

**Phase 5 – 100% Design (Lump Sum Fee of \$91,314.00 (IV) \$79,294.00 (V), and \$86,593.00 (VI))**

DOWL will incorporate feedback from the 65% review. Final grading and intersection details will be refined as necessary. The water, sewer, storm drain, and lighting designs will be refined as required. All plan sheets and specifications will be finalized as required, with special consideration given for construction phasing and traffic control requirements.

We will provide quantities and an Engineer's estimate of construction costs.

We will work with you to determine which streets are included in each bid package for advertising.

Final bid-ready documents will be signed and sealed for advertisement.

**Assumptions:**

- All feedback and direction from the City on the 65% submittal is received within one week of conference.

**Deliverables:**

- Summaries of coordination meetings
- Progress reports and invoices
- 100% bid-ready plans, specifications, and estimate

**Target Completion Date**

- Final plans, estimate, and specifications outline: 45 days following the 65% design submittal.

**Phase 6: Permitting (Lump Sum Fee of \$6,850.00)**

DOWL will provide all necessary permit applications. We anticipate permits will be required for the any replacement of water main, sewer main or storm drain facilities. Depending on the extent of changes to the storm drain or sewer systems and their proximity to the water main, several Department of Environmental Conservation plan reviews and/or waivers may be required.

**Assumptions:**

- The City will pay all applicable permit fees.
- The only formal lighting system review will be done by the State Fire Marshall and any associated fees will be paid by the City.

### **Phase 7: Public Outreach (Lump Sum Fee of \$77,280.00)**

DOWL will develop and implement a public involvement plan that will outline the public involvement process. This plan will be updated as needed throughout the entire public involvement process.

We will work with the City to establish a list of participants to participate in an Advisory Group. The group will be approximately 15 members and consist of each discrete stakeholder group. We assume the advisory group will meet every two weeks with the first meeting occurring within approximately 45 days after receiving NTP. Meetings will be held virtually via Teams. DOWL will prepare the agenda, presentation materials, and meeting minutes. The meeting information will be posted on the project webpage.

We will conduct two in-person open house meetings in Valdez. The first open house meeting will occur during the concept design activities and the second meeting will be held following design and evaluation and prior to anticipated construction. DOWL will prepare the meeting materials, present the materials and provide a meeting summary. DOWL will also collect and compile community and advisory group comments. The comment received throughout the project will be summarized and provided to the City.

We will have bi-weekly meeting with the team to discuss upcoming meeting, schedule, and any other project related information. This information will be used to provide updates to the community and advisory group. We have assumed that the meetings be one-hour in length and be a duration of seven months from project kick-off.

We will provide a project website that will be updated during the duration of the project. We will also develop an interactive map using Social Pinpoint that will be available on the website to further engage stakeholders and gather input. Both project website and interactive map will be accessible via the City's website with a link.

We will prepare the open house meeting postcard, flyers, and door hanger for the two open house meeting. We have assumed that the postcard and door hangers will be provided to residents and businesses within 500 feet of the project. DOWL will also be responsible for distributing the door hangars and flyers prior to the open house meetings. DOWL will also provide information for the two open house meetings that can be posted to the City's Facebook page and on-line local newspaper.

#### **Deliverables:**

- Public Involvement Plan
- Project stakeholder mail/email list
- Project website

#### **Assumptions:**

- One public involvement staff member will travel to Valdez for the public meeting



Target Completion Date

- N/A: Phase runs through project

**Construction Administration**


Construction Administration services are not included at this time. For budgeting purposes, we recommend using \$25,000 per month for a fully staffed construction administration person during active construction.

**Fee Summary**

Phase 1 – Survey and utility Evaluation (Lump Sum)	\$223,898.40
Phase 2 – Geotechnical Investigation (Lump Sum)	\$ 77,035.50
Phase 3 – 35% Design (Lump Sum)	\$111,877.70
Phase 4 – 65% Design (Lump Sum)	\$355,597.25
Section IV	\$105,970.75
Section V	\$122,330.75
Section VI	\$127,295.75
Phase 5 – 100% Design (Lump Sum)	\$257,201.00
Section IV	\$ 91,314.00
Section V	\$ 79,294.00
Section VI	\$ 86,593.00
Phase 6 - Permitting (Lump Sum)	\$ 6,850.00
Phase 7 - Public Outreach (Lump Sum)	\$ 77,280.00
<b>TOTAL FEE PROPOSAL =</b>	<b>\$1,109,739.85</b>

A fee estimate summarizing the various tasks associated with each phase is attached. Please let me know if you have any questions or would like additional information.

Sincerely,



DOWL  
Bradley M. Melocik, P.E., P.H.  
Senior Project Manager

DOWL  
Stewart G. Osgood, P.E.  
President and CEO



Project: Valdez Pavement Mangement IV,V,VI

Client: City of Valdez

Project or Contract #: 1122.63461.00

2/25/2022

Prepared By:

BSD

Reviewed By:

BMM

## Summary

Phase Name	Task			Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals	
				Hours	Cost				
Survey And Utility Evaluation	1	Project Management		12	\$ 2,490.00	\$ -	\$ -	\$ 2,490.00	
	2	Research and Logistics		15	\$ 2,490.00	\$ -	\$ -	\$ 2,490.00	
	3	Travel and Mobilization		32	\$ 7,040.00	\$ 1,480.00	\$ -	\$ 8,520.00	
	4	Utility Locates		24	\$ 4,530.00	\$ -	\$ -	\$ 4,530.00	
	5	Site Survey		104	\$ 22,880.00	\$ 4,160.00	\$ -	\$ 27,040.00	
	6	ROW Survey		58	\$ 9,970.00	\$ 2,080.00	\$ -	\$ 12,050.00	
	7	Survey Control		24	\$ 5,280.00	\$ 1,560.00	\$ -	\$ 6,840.00	
	8	Utility Asbuilts (SS/SD)		48	\$ 10,560.00	\$ 3,120.00	\$ -	\$ 13,680.00	
	9	Calculations		75	\$ 7,650.00	\$ -	\$ -	\$ 7,650.00	
	10	Drafting		128	\$ 12,790.00	\$ -	\$ -	\$ 12,790.00	
	11	Reporting		39	\$ 4,230.00	\$ -	\$ -	\$ 4,230.00	
	12	QC		24	\$ 4,065.00	\$ -	\$ -	\$ 4,065.00	
	13	Utility Condition Evaluation		4	\$ 820.00	\$ -	\$ 116,703.40	\$ 117,523.40	
	14			-	\$ -	\$ -	\$ -	\$ -	
		<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	587	\$ 94,795.00	\$ 12,400.00	\$ 116,703.40
Geotechnical Investigation	1	Task Management/Meetings		5	\$ 920.00	\$ -	\$ -	\$ 920.00	
	2	Coordination/Permitting		3	\$ 450.00	\$ -	\$ -	\$ 450.00	
	3	Safety Planning		2	\$ 270.00	\$ -	\$ -	\$ 270.00	
	4	Geotechnical Research		2	\$ 270.00	\$ -	\$ -	\$ 270.00	
	5	Utility Locates		6	\$ 810.00	\$ -	\$ -	\$ 810.00	
	6	Travel		16	\$ 2,160.00	\$ 1,074.00	\$ -	\$ 3,234.00	
	7	Mobilization/Demobilization		4	\$ 540.00	\$ -	\$ 6,600.00	\$ 7,140.00	
	8	Test Hole Logging		48	\$ 6,480.00	\$ 1,475.00	\$ 36,586.00	\$ 44,541.00	
	9	Groundwater Level Measurements		8	\$ 1,080.00	\$ -	\$ -	\$ 1,080.00	
	10	Laboratory Testing		4	\$ 540.00	\$ -	\$ 5,010.50	\$ 5,550.50	
	11	Geotechnical Analysis		30	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	
	12	Draft Report Preparation		28	\$ 4,170.00	\$ -	\$ -	\$ 4,170.00	
	13	Draft Report QC/Peer Review		9	\$ 1,645.00	\$ -	\$ -	\$ 1,645.00	
	14	Final Report Preparation		10	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00	
	15	Final Report QC/Peer Review		5	\$ 925.00	\$ -	\$ -	\$ 925.00	
	16			-	\$ -	\$ -	\$ -	\$ -	
		<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	180	\$ 26,290.00	\$ 2,549.00	\$ 48,196.50



<b>Project: Valdez Pavement Mangement IV,V,VI</b> <b>Client: City of Valdez</b> <b>Project or Contract #: 1122.63461.00</b> <b>2/25/2022</b>							Prepared By: <b>BSD</b>  Reviewed By: <b>BMM</b>
<b>Summary</b>							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
35% Design	1	Project Administration	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	2	Kick-Off Meeting with City of Valdez	9	\$ 1,680.00	\$ 1,640.00	\$ -	\$ 3,320.00
	3	Progress Reports/Monthly Meetings/Schedule Updates	18	\$ 3,360.00	\$ -	\$ -	\$ 3,360.00
	4	35% Design Development	-	\$ -	\$ -	\$ -	\$ -
	5	Typical Sections	134	\$ 18,920.00	\$ -	\$ -	\$ 18,920.00
	6	Roadway Design	288	\$ 39,640.00	\$ -	\$ -	\$ 39,640.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Cost Evaluation of Alternatives	68	\$ 10,880.00	\$ -	\$ -	\$ 10,880.00
	9	35% Design Review Meeting in Valdez	48	\$ 7,760.00	\$ 1,640.00	\$ -	\$ 9,400.00
	10	Lighting Design	-	\$ -	\$ -	\$ 18,157.70	\$ 18,157.70
	11		-	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____			<b>Subtotal</b>	<b>605</b>	<b>\$ 90,440.00</b>	<b>\$ 3,280.00</b>	<b>\$ 18,157.70</b>
65% Design, Phase IV	1	Project Administration	30	\$ 5,490.00	\$ -	\$ -	\$ 5,490.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	24	\$ 4,480.00	\$ -	\$ -	\$ 4,480.00
	3	65% Design Development	-	\$ -	\$ 1,120.00	\$ -	\$ 1,120.00
	4	Plans	424	\$ 59,120.00	\$ -	\$ -	\$ 59,120.00
	5	Specifications	66	\$ 10,160.00	\$ -	\$ -	\$ 10,160.00
	6	Estimate	62	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Design Review Meeting	12	\$ 2,240.00	\$ 1,120.00	\$ -	\$ 3,360.00
	9	Lighting Design	-	\$ -	\$ -	\$ 9,440.75	\$ 9,440.75
	10		-	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____			<b>Subtotal</b>	<b>638</b>	<b>\$ 94,290.00</b>	<b>\$ 2,240.00</b>	<b>\$ 9,440.75</b>
100% Design, Phase IV	1	Project Administration	6	\$ 1,230.00	\$ -	\$ -	\$ 1,230.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	8	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00
	3	100% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	496	\$ 69,700.00	\$ -	\$ -	\$ 69,700.00
	5	Specifications	30	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
	6	Estimate	30	\$ 4,290.00	\$ -	\$ -	\$ 4,290.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Advertisement/Bidding Assistance	24	\$ 3,820.00	\$ -	\$ -	\$ 3,820.00
	9	Lighting Design	-	\$ -	\$ -	\$ 2,244.00	\$ 2,244.00
	10		-	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____			<b>Subtotal</b>	<b>614</b>	<b>\$ 89,070.00</b>	<b>\$ -</b>	<b>\$ 2,244.00</b>



<b>Project: Valdez Pavement Mangement IV,V,VI</b> <b>Client: City of Valdez</b> <b>Project or Contract #: 1122.63461.00</b> <b>2/25/2022</b>							Prepared By: <b>BSD</b>  Reviewed By: <b>BMM</b>
<b>Summary</b>							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
65% Design, Phase V	1	Project Administration	26	\$ 4,780.00	\$ -	\$ -	\$ 4,780.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	20	\$ 3,660.00	\$ -	\$ -	\$ 3,660.00
	3	65% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	564	\$ 79,120.00	\$ 1,120.00	\$ -	\$ 80,240.00
	5	Specifications	58	\$ 9,040.00	\$ -	\$ -	\$ 9,040.00
	6	Estimate	62	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Design Review Meeting	12	\$ 2,240.00	\$ 1,120.00	\$ -	\$ 3,360.00
	9	Lighting Design	-	\$ -	\$ -	\$ 8,450.75	\$ 8,450.75
	10		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other	<b>Subtotal</b>	<b>762</b>	<b>\$ 111,640.00</b>	<b>\$ 2,240.00</b>	<b>\$ 8,450.75</b>
100% Design, Phase V	1	Project Administration	6	\$ 1,230.00	\$ -	\$ -	\$ 1,230.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	8	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00
	3	100% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	420	\$ 58,720.00	\$ -	\$ -	\$ 58,720.00
	5	Specifications	24	\$ 3,580.00	\$ -	\$ -	\$ 3,580.00
	6	Estimate	30	\$ 4,290.00	\$ -	\$ -	\$ 4,290.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Advertisement/Bidding Assistance	24	\$ 3,820.00	\$ -	\$ -	\$ 3,820.00
	9	Lighting Design	-	\$ -	\$ -	\$ 2,024.00	\$ 2,024.00
	10		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other	<b>Subtotal</b>	<b>532</b>	<b>\$ 77,270.00</b>	<b>\$ -</b>	<b>\$ 2,024.00</b>
65% Design, Phase VI	1	Project Administration	26	\$ 4,780.00	\$ -	\$ -	\$ 4,780.00
	2	Progress Reports/Monthly Meetings/Schedule Updates	20	\$ 3,660.00	\$ -	\$ -	\$ 3,660.00
	3	65% Design Development	-	\$ -	\$ -	\$ -	\$ -
	4	Plans	596	\$ 83,380.00	\$ 1,120.00	\$ -	\$ 84,500.00
	5	Specifications	62	\$ 9,600.00	\$ -	\$ -	\$ 9,600.00
	6	Estimate	68	\$ 9,560.00	\$ -	\$ -	\$ 9,560.00
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00
	8	Design Review Meeting	12	\$ 2,240.00	\$ 1,120.00	\$ -	\$ 3,360.00
	9	Lighting Design	-	\$ -	\$ -	\$ 7,735.75	\$ 7,735.75
	10		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> F&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other	<b>Subtotal</b>	<b>804</b>	<b>\$ 117,320.00</b>	<b>\$ 2,240.00</b>	<b>\$ 7,735.75</b>



Project: Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022							Prepared By: BSD Reviewed By: BMM		
Summary									
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals		
			Hours	Cost					
100% Design, Phase VI	1	Project Administration	6	\$ 1,230.00	\$ -	\$ -	\$ 1,230.00		
	2	Progress Reports/Monthly Meetings/Schedule Updates	8	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00		
	3	100% Design Development	-	\$ -	\$ -	\$ -	\$ -		
	4	Plans	464	\$ 65,130.00	\$ -	\$ -	\$ 65,130.00		
	5	Specifications	28	\$ 4,140.00	\$ -	\$ -	\$ 4,140.00		
	6	Estimate	34	\$ 4,850.00	\$ -	\$ -	\$ 4,850.00		
	7	Design QC	20	\$ 4,100.00	\$ -	\$ -	\$ 4,100.00		
	8	Advertisement/Bidding Assistance	24	\$ 3,820.00	\$ -	\$ -	\$ 3,820.00		
	9	Lighting Design	-	\$ -	\$ -	\$ 1,793.00	\$ 1,793.00		
		<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	584	\$ 84,800.00	\$ -	\$ 1,793.00
Permitting	1	DEC Stormwater Plan Review	10	\$ 1,610.00	\$ -	\$ -	\$ 1,610.00		
	2	DEC Wastewater Plan Review	16	\$ 2,620.00	\$ -	\$ -	\$ 2,620.00		
	3	DEC Drinking Water	16	\$ 2,620.00	\$ -	\$ -	\$ 2,620.00		
	4		-	\$ -	\$ -	\$ -	\$ -		
		<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	42	\$ 6,850.00	\$ -	\$ -



Project: Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022							Prepared By: BSD Reviewed By: BMM		
Summary									
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals		
			Hours	Cost					
Public Outreach	1	Project Management	25	\$ 4,325.00	\$ -	\$ -	\$ 4,325.00		
	2	Public Involvement Plan	42	\$ 5,700.00	\$ -	\$ -	\$ 5,700.00		
	3	Advisory Group	-	\$ -	\$ -	\$ -	\$ -		
	4	Advisory Group Initiation	20	\$ 3,250.00	\$ -	\$ -	\$ 3,250.00		
	5	Advisory Group meetings/follow-up	50	\$ 8,650.00	\$ -	\$ -	\$ 8,650.00		
	6		-	\$ -	\$ -	\$ -	\$ -		
	7	Community Meetings	-	\$ -	\$ -	\$ -	\$ -		
	8	OH1 planning, advertising, attending, and follow-ups	40	\$ 5,975.00	\$ -	\$ -	\$ 5,975.00		
	9	OH2 planning, advertising, attending, and follow-ups	40	\$ 5,975.00	\$ -	\$ -	\$ 5,975.00		
	10	Stakeholder comment responses	60	\$ 7,650.00	\$ -	\$ -	\$ 7,650.00		
	11	Stakeholder comment responses	-	\$ -	\$ -	\$ -	\$ -		
	12		-	\$ -	\$ -	\$ -	\$ -		
	13	Agency & Team Meetings/Coordination	50	\$ 8,650.00	\$ -	\$ -	\$ 8,650.00		
	14		-	\$ -	\$ -	\$ -	\$ -		
	15	Advertising	-	\$ -	\$ -	\$ -	\$ -		
	16	Social Media Updates (City Facebook page)	34	\$ 4,160.00	\$ -	\$ -	\$ 4,160.00		
	17	Door hangers (development)	36	\$ 4,380.00	\$ -	\$ -	\$ 4,380.00		
	18	Website Development, ongoing management	55	\$ 7,625.00	\$ -	\$ -	\$ 7,625.00		
	19	Interactive map development and management	40	\$ 5,750.00	\$ -	\$ -	\$ 5,750.00		
	20	Public Workshop #1	-	\$ -	\$ 1,640.00	\$ -	\$ 1,640.00		
	21	Public Workshop #2	-	\$ -	\$ 1,640.00	\$ -	\$ 1,640.00		
	22	Postcard mailing	-	\$ -	\$ 500.00	\$ -	\$ 500.00		
	23	Newspaper ads	-	\$ -	\$ 600.00	\$ -	\$ 600.00		
	24	Flyer and Door Hanger Printing	-	\$ -	\$ 810.00	\$ -	\$ 810.00		
	25		-	\$ -	\$ -	\$ -	\$ -		
T&M		<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Other	Subtotal	492	\$ 72,090.00	\$ 5,190.00	\$ -	\$ 77,280.00
TOTAL			5840	\$ 864,855.00	\$ 30,139.00	\$ 214,745.85	\$ 1,109,739.85		



**Valdez Pavement Mangement IV,V,VI**  
**Client: City of Valdez**  
**Project or Contract #: 1122.63461.00**  
**2/25/2022**

Prepared By:  
**BSD**  
 Reviewed By:  
**BMM**

**Labor**

Phase Name	Task	PM/CM	Design Engineer	Design Engineer	Utility Engineer	Tech III	Survey Manager	Senior Tech	Survey Tech	Survey Crew	Sr. Geotech	GEO Task Manager	Field Geo/Staff Eng.	Planner XI	Accounting	Public involvement planner	GIS Services	Graphic Designer	Admin Manager	Labor Subtotal	
		BSD/BMM \$ 205/hour	NMC \$ 150/hour	WL \$ 130/hour	IM \$ 180/hour	MC \$ 120/hour	WS \$ 210/hour	MD \$ 130/hour	BL \$ 95/hour	MW/PA \$ 220/hour	JEH/KDJ \$ 180/hour	KAN \$ 180/hour	PEP/MWB \$ 135/hour	LMC \$ 215/hour	SAB \$ 150/hour	\$ 110/hour	\$ 155/hour	\$ 110/hour	GS \$ 125/hour	Hours	Cost
Survey And Utility Evaluation	1 Project Management	6					6													12	\$ 2,490.00
	2 Research and Logistics							9		6										15	\$ 2,490.00
	3 Travel and Mobilization									32										32	\$ 7,040.00
	4 Utility Locates								6	18										24	\$ 4,530.00
	5 Site Survey									104										104	\$ 22,880.00
	6 ROW Survey							6	18	34										58	\$ 9,970.00
	7 Survey Control									24										24	\$ 5,280.00
	8 Utility Asbuilts (SS/SD)									48										48	\$ 10,560.00
	9 Calculations							15	60											75	\$ 7,650.00
	10 Drafting							18	110											128	\$ 12,790.00
	11 Reporting							15	24											39	\$ 4,230.00
	12 QC	3					9	12												24	\$ 4,065.00
	13 Utility Condition Evaluation	4																		4	\$ 820.00
	14 -																			-	\$ -
	<b>Subtotal</b>	<b>13</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15</b>	<b>75</b>	<b>218</b>	<b>266</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>587</b>	<b>\$ 94,795.00</b>
Geotechnical Investigation	1 Task Management/Meetings	2										2			1					5	\$ 920.00
	2 Coordination/Permitting											1	2							3	\$ 450.00
	3 Safety Planning												2							2	\$ 270.00
	4 Geotechnical Research												2							2	\$ 270.00
	5 Utility Locates												6							6	\$ 810.00
	6 Travel												16							16	\$ 2,160.00
	7 Mobilization/Demobilization												4							4	\$ 540.00
	8 Test Hole Logging												48							48	\$ 6,480.00
	9 Groundwater Level Measurements												8							8	\$ 1,080.00
	10 Laboratory Testing												4							4	\$ 540.00
	11 Geotechnical Analysis										10		20							30	\$ 4,500.00
	12 Draft Report Preparation					4					10		14							28	\$ 4,170.00
	13 Draft Report QC/Peer Review	1									4	4								9	\$ 1,645.00
	14 Final Report Preparation										4		6							10	\$ 1,530.00
	15 Final Report QC/Peer Review	1									2	2								5	\$ 925.00
	16 -																			-	\$ -
	<b>Subtotal</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30</b>	<b>9</b>	<b>132</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>180</b>	<b>\$ 26,290.00</b>
35% Design	1 Project Administration	20																		20	\$ 4,100.00
	2 Kick-Off Meeting with City of Valdez	6	3																	9	\$ 1,680.00
	3 Progress Reports/Monthly Meetings/Schedule Updates	12	6																	18	\$ 3,360.00
	4 35% Design Development																			-	\$ -
	5 Typical Sections	4	30	40		40					20									134	\$ 18,920.00
	6 Roadway Design	8	40	80	40	120														288	\$ 39,640.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Cost Evaluation of Alternatives	24	12	32																68	\$ 10,880.00
	9 35% Design Review Meeting in Valdez	16	16	16																48	\$ 7,760.00
	10 Lighting Design																			-	\$ -
	11 -																			-	\$ -
	<b>Subtotal</b>	<b>110</b>	<b>107</b>	<b>168</b>	<b>40</b>	<b>160</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>605</b>	<b>\$ 90,440.00</b>
65% Design, Phase IV	1 Project Administration	18	12																	30	\$ 5,490.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	16	8																	24	\$ 4,480.00
	3 65% Design Development																			-	\$ -
	4 Plans	24	20	80	80	220														424	\$ 59,120.00
	5 Specifications	8	24	24	10															66	\$ 10,160.00
	6 Estimate	4	20	32		6														62	\$ 8,700.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Design Review Meeting	8	4																	12	\$ 2,240.00
	9 Lighting Design																			-	\$ -
	10 -																			-	\$ -
	<b>Subtotal</b>	<b>98</b>	<b>88</b>	<b>136</b>	<b>90</b>	<b>226</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>638</b>	<b>\$ 94,290.00</b>

**Valdez Pavement Mangement IV,V,VI**

Client: City of Valdez

Project or Contract #: 1122.63461.00

2/25/2022

Prepared By:

BSD

Reviewed By:

BMM

**Labor**

Phase Name	Task	PM/CM	Design Engineer	Design Engineer	Utility Engineer	Tech III	Survey Manager	Senior Tech	Survey Tech	Surey Crew	Sr. Geotech	GEO Task Manager	Field Geo/Staff Eng.	Planner XI	Accounting	Public involvement planner	GIS Services	Graphic Designer	Admin Manager	Labor Subtotal	
		BSD/BMM \$ 205/hour	NMC \$ 150/hour	WL \$ 130/hour	IM \$ 180/hour	MC \$ 120/hour	WS \$ 210/hour	MD \$ 130/hour	BL \$ 95/hour	MW/PA \$ 220/hour	JEH/KDJ \$ 180/hour	KAN \$ 180/hour	PEP/MWB \$ 135/hour	LMC \$ 215/hour	SAB \$ 150/hour	\$ 110/hour	CH \$ 155/hour	\$ 110/hour	GS \$ 125/hour	Hours	Cost
100% Design, Phase IV	1 Project Administration	6																		6	\$ 1,230.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	6	2																	8	\$ 1,530.00
	3 100% Design Development																			-	\$ -
	4 Plans	20	80	140	72	180	4													496	\$ 69,700.00
	5 Specifications	4	10	16																30	\$ 4,400.00
	6 Estimate	2	12	16																30	\$ 4,290.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Advertisement/Bidding Assistance	4	20																	24	\$ 3,820.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		62	124	172	72	180	4	-	-	-	-	-	-	-	-	-	-	-	-	614	\$ 89,070.00
65% Design, Phase V	1 Project Administration	16	10																	26	\$ 4,780.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	12	8																	20	\$ 3,660.00
	3 65% Design Development																			-	\$ -
	4 Plans	24	100	160	80	200														564	\$ 79,120.00
	5 Specifications	8	20	20	10															58	\$ 9,040.00
	6 Estimate	4	20	32		6														62	\$ 8,700.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Design Review Meeting	8	4																	12	\$ 2,240.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		92	162	212	90	206	-	-	-	-	-	-	-	-	-	-	-	-	-	762	\$ 111,640.00
100% Design, Phase V	1 Project Administration	6																		6	\$ 1,230.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	6	2																	8	\$ 1,530.00
	3 100% Design Development																			-	\$ -
	4 Plans	16	60	120	60	160	4													420	\$ 58,720.00
	5 Specifications	4	8	12																24	\$ 3,580.00
	6 Estimate	2	12	16																30	\$ 4,290.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Advertisement/Bidding Assistance	4	20																	24	\$ 3,820.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		58	102	148	60	160	4	-	-	-	-	-	-	-	-	-	-	-	-	532	\$ 77,270.00
65% Design, Phase VI	1 Project Administration	16	10																	26	\$ 4,780.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	12	8																	20	\$ 3,660.00
	3 65% Design Development																			-	\$ -
	4 Plans	24	110	172	80	210														596	\$ 83,380.00
	5 Specifications	8	22	22	10															62	\$ 9,600.00
	6 Estimate	4	24	34		6														68	\$ 9,560.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Design Review Meeting	8	4																	12	\$ 2,240.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		92	178	228	90	216	-	-	-	-	-	-	-	-	-	-	-	-	-	804	\$ 117,320.00
100% Design, Phase VI	1 Project Administration	6																		6	\$ 1,230.00
	2 Progress Reports/Monthly Meetings/Schedule Updates	6	2																	8	\$ 1,530.00
	3 100% Design Development																			-	\$ -
	4 Plans	18	72	132	68	170	4													464	\$ 65,130.00
	5 Specifications	4	10	14																28	\$ 4,140.00
	6 Estimate	2	14	18																34	\$ 4,850.00
	7 Design QC	20																		20	\$ 4,100.00
	8 Advertisement/Bidding Assistance	4	20																	24	\$ 3,820.00
	9 Lighting Design	-																		-	\$ -
	10 -	-																		-	\$ -
Subtotal		60	118	164	68	170	4	-	-	-	-	-	-	-	-	-	-	-	-	584	\$ 84,800.00
Permitting	1 DEC Stormwater Plan Review	2	8																	10	\$ 1,610.00
	2 DEC Wastewater Plan Review	4	12																	16	\$ 2,620.00
	3 DEC Drinking Water	4	12																	16	\$ 2,620.00
	4 -	-																		-	\$ -
Subtotal		10	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	\$ 6,850.00
	1 Project Management													15		10				25	\$ 4,325.00
	2 Public Involvement Plan													10		30			2	42	\$ 5,700.00
	3 Advisory Group																			-	\$ -
	4 Advisory Group Initiation													10		10				20	\$ 3,250.00
	5 Advisory Group meetings/follow-up													30		20				50	\$ 8,650.00
	6 -																			-	\$ -
	7 Community Meetings																			-	\$ -
	8 OH1 planning, advertising, attending, and follow-ups													15		25				40	\$ 5,975.00
	9 OH2 planning, advertising, attending, and follow-ups													15		25				40	\$ 5,975.00





**Valdez Pavement Mangement IV,V,VI**

Client: City of Valdez

Project or Contract #: 1122.63461.00

2/25/2022

Prepared By:

BSD

Reviewed By:

BMM

**Labor**

Phase Name	Task	PM/CM	Design Engineer	Design Engineer	Utility Engineer	Tech III	Survey Manager	Senior Tech	Survey Tech	Survey Crew	Sr. Geotech	GEO Task Manager	Field Geo/Staff Eng.	Planner XI	Accounting	Public Involvement planner	GIS Services	Graphic Designer	Admin Manager	Labor Subtotal	
		BSD/BMM \$ 205/hour	NMC \$ 150/hour	WL \$ 130/hour	IM \$ 180/hour	MC \$ 120/hour	WS \$ 210/hour	MD \$ 130/hour	BL \$ 95/hour	MW/PA \$ 220/hour	JEH/KDJ \$ 180/hour	KAN \$ 180/hour	PEP/MWB \$ 135/hour	LMC \$ 215/hour	SAB \$ 150/hour	\$ 110/hour	CH \$ 155/hour	\$ 110/hour	GS \$ 125/hour	Hours	Cost
Public Outreach	10 Stakeholder comment responses													10		50				60	\$ 7,650.00
	11 Stakeholder comment responses																			-	\$ -
	12 -																			-	\$ -
	13 Agency & Team Meetings/Coordination													30		20				50	\$ 8,650.00
	14 -																			-	\$ -
	15 Advertising																			-	\$ -
	16 Social Media Updates (City Facebook page)													4		30				34	\$ 4,160.00
	17 Door hangers (development)													4		16		16		36	\$ 4,380.00
	18 Website Development, ongoing management													15		30		10		55	\$ 7,625.00
	19 Interactive map development and management															10	30			40	\$ 5,750.00
	20 Public Workshop #1																			-	\$ -
	21 Public Workshop #2																			-	\$ -
	22 Postcard mailing																			-	\$ -
	23 Newspaper ads																			-	\$ -
	24 Flyer and Door Hanger Printing																			-	\$ -
	25 -																			-	\$ -
Subtotal		-	-	-	-	-	-	-	-	-	-	-	-	158	-	276	30	26	2	492	\$ 72,090.00
LABOR HOUR TOTAL		599	911	1228	510	1322	27	75	218	266	50	9	132	158	1	276	30	26	2	5840	
LABOR COST TOTAL		\$122,795.00	\$ 136,650.00	\$ 159,640.00	\$91,800.00	\$158,640.00	\$ 5,670.00	\$ 9,750.00	\$20,710.00	\$58,520.00	\$ 9,000.00	\$ 1,620.00	\$17,820.00	\$33,970.00	\$ 150.00	\$30,360.00	\$ 4,650.00	\$ 2,860.00	\$ 250.00		\$ 864,855.00



Expenses			Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022										Prepared By: BSD Reviewed By: BMM			
			Travel, Mileage, & Misc. Subtotal										Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses					
				Total		Total	Autos	Total	Cost							
Phase Name	Task		\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost	Cost						*Other Expenses Description	
Survey And Utility Evaluation	1	Project Management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Research and Logistics		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	Travel and Mobilization	8	\$ 880.00	4	\$ 600.00		\$ -	\$ 1,480.00			\$ 1,480.00	0%	\$ 1,480.00		
	4	Utility Locates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Site Survey	16	\$ 1,760.00	16	\$ 2,400.00		\$ -	\$ 4,160.00			\$ 4,160.00	0%	\$ 4,160.00		
	6	ROW Survey	8	\$ 880.00	8	\$ 1,200.00		\$ -	\$ 2,080.00			\$ 2,080.00	0%	\$ 2,080.00		
	7	Survey Control	6	\$ 660.00	6	\$ 900.00		\$ -	\$ 1,560.00			\$ 1,560.00	0%	\$ 1,560.00		
	8	Utility Asbuilts (SS/SD)	12	\$ 1,320.00	12	\$ 1,800.00		\$ -	\$ 3,120.00			\$ 3,120.00	0%	\$ 3,120.00		
	9	Calculations		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	Drafting		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	11	Reporting		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	12	QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	13	Utility Condition Evaluation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	14	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
		Subtotal		50	\$ 5,500.00	46	\$ 6,900.00	-	\$ -	\$ 12,400.00	\$ -	\$ -	\$ 12,400.00		\$ 12,400.00	
Geotechnical Investigation	1	Task Management/Meetings		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Coordination/Permitting		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	Safety Planning		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Geotechnical Research		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Utility Locates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Travel	1	\$ 110.00	1	\$ 150.00	600	\$ 600.00	\$ 860.00		\$ 214.00	\$ 1,074.00	0%	\$ 1,074.00	ANC-VDZ	
	7	Mobilization/Demobilization		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Test Hole Logging	5	\$ 550.00	5	\$ 750.00	25	\$ 25.00	\$ 1,325.00	\$ 150.00		\$ 1,475.00	0%	\$ 1,475.00		
	9	Groundwater Level Measurements		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	Laboratory Testing		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	11	Geotechnical Analysis		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	12	Draft Report Preparation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	13	Draft Report QC/Peer Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	14	Final Report Preparation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	15	Final Report QC/Peer Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	16	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
		Subtotal		6	\$ 660.00	6	\$ 900.00	625	\$ 625.00	\$ 2,185.00	\$ 150.00	\$ 214.00	\$ 2,549.00		\$ 2,549.00	
35% Design	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Kick-Off Meeting with City of Valdez	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	airfare and rental car or mileage	
	3	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	35% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Typical Sections		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Roadway Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Cost Evaluation of Alternatives		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	9	35% Design Review Meeting in Valdez	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	airfare and rental car or mileage	



Expenses			Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022										Prepared By: BSD Reviewed By: BMM			
			Travel, Mileage, & Misc. Subtotal										Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses					
				Total		Total	Autos	Total	Cost							
Phase Name	Task		\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost	Cost						*Other Expenses Description	
	10	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	Subtotal		8	\$ 880.00	8	\$ 1,200.00	-	\$ -	\$ 2,080.00	\$ -	\$ 1,200.00	\$ 3,280.00		\$ 3,280.00		
65% Design, Phase IV	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	65% Design Development	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Design Review Meeting	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	Subtotal		4	\$ 440.00	4	\$ 600.00	-	\$ -	\$ 1,040.00	\$ -	\$ 1,200.00	\$ 2,240.00		\$ 2,240.00		
100% Design, Phase IV	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	100% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Advertisement/Bidding Assistance		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
65% Design, Phase V	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	65% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Plans	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	8	Design Review Meeting	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	Subtotal		4	\$ 440.00	4	\$ 600.00	-	\$ -	\$ 1,040.00	\$ -	\$ 1,200.00	\$ 2,240.00		\$ 2,240.00		
	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	3	100% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -		



Expenses			Valdez Pavement Mangement IV,V,VI									Prepared By: BSD Reviewed By: BMM			
			Client: City of Valdez												
			Project or Contract #: 1122.63461.00												
			2/25/2022												
Phase Name	Task		Travel, Mileage, & Misc. Subtotal								Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up		
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies					*Other Expenses
				Total		Total	Autos	Total	Cost						
			\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost							
100% Design, Phase V	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	Advertisement/Bidding Assistance		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
65% Design, Phase VI	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	65% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	Plans	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	Design Review Meeting	2	\$ 220.00	2	\$ 300.00		\$ -	\$ 520.00		\$ 600.00	\$ 1,120.00	0%	\$ 1,120.00	airfare and rental car or mileage
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		4	\$ 440.00	4	\$ 600.00	-	\$ -	\$ 1,040.00	\$ -	\$ 1,200.00	\$ 2,240.00		\$ 2,240.00	
100% Design, Phase VI	1	Project Administration		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	Progress Reports/Monthly Meetings/Schedule Updates		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	100% Design Development		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	Plans		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	5	Specifications		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	Estimate		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	7	Design QC		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	Advertisement/Bidding Assistance		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	9	Lighting Design		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Permitting	1	DEC Stormwater Plan Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	DEC Wastewater Plan Review		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	DEC Drinking Water		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	Subtotal		-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	1	Project Management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	2	Public Involvement Plan		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	3	Advisory Group		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	4	Advisory Group Initiation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	5	Advisory Group meetings/follow-up		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	6	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	



Expenses			Valdez Pavement Mangement IV,V,VI Client: City of Valdez Project or Contract #: 1122.63461.00 2/25/2022									Prepared By: BSD Reviewed By: BMM			
			Travel, Mileage, & Misc. Subtotal									Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
			Per Diem (State)		Lodging (State)		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Supplies	*Other Expenses				
				Total		Total	Autos	Total	Cost						
Phase Name	Task		\$110/day	Cost	\$150/night	Cost	\$ 1.00	Cost		Cost					*Other Expenses Description
Public Outreach	7	Community Meetings		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	8	OH1 planning, advertising, attending, and follow-ups		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	9	OH2 planning, advertising, attending, and follow-ups		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	10	Stakeholder comment responses		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	11	Stakeholder comment responses		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	12	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	13	Agency & Team Meetings/Coordination		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	14	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	15	Advertising		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	16	Social Media Updates (City Facebook page)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	17	Door hangers (development)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	18	Website Development, ongoing management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	19	Interactive map development and management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
	20	Public Workshop #1	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	
	21	Public Workshop #2	4	\$ 440.00	4	\$ 600.00		\$ -	\$ 1,040.00		\$ 600.00	\$ 1,640.00	0%	\$ 1,640.00	
	22	Postcard mailing		\$ -		\$ -		\$ -	\$ -		\$ 500.00	\$ 500.00	0%	\$ 500.00	
	23	Newspaper ads		\$ -		\$ -		\$ -	\$ -		\$ 600.00	\$ 600.00	0%	\$ 600.00	
	24	Flyer and Door Hanger Printing	1	\$ 110.00		\$ -		\$ -	\$ 110.00		\$ 700.00	\$ 810.00	0%	\$ 810.00	
	25	-		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -	
Subtotal			9	\$ 990.00	8	\$ 1,200.00	-	\$ -	\$ 2,190.00	\$ -	\$ 3,000.00	\$ 5,190.00		\$ 5,190.00	
EXPENSES TOTAL			85	\$ 9,350.00	80	\$ 12,000.00	625	\$ 625.00	\$ 21,975.00	\$ 150.00	\$ 8,014.00	\$ 30,139.00		\$ 30,139.00	



Subconsultants			Project:Valdez Pavement Mangement IV,V,VI Client:City of Valdez Project or Contract #:1122.63461.00 2/25/2022 *See attachment for subconsultants full cost breakout											Prepared By: BSD Reviewed By: BMM	
			Coffman			Denali Drilling			Alaska Testlab			RSA			Subconsultants Subtotal
			Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
Survey And Utility Evaluation	1	Project Management			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Research and Logistics			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Travel and Mobilization			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Utility Locates			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Site Survey			\$ -			\$ -			\$ -			\$ -	\$ -
	6	ROW Survey			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Survey Control			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Utility Asbuilts (SS/SD)			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Calculations			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Drafting			\$ -			\$ -			\$ -			\$ -	\$ -
	11	Reporting			\$ -			\$ -			\$ -			\$ -	\$ -
	12	QC			\$ -			\$ -			\$ -			\$ -	\$ -
	13	Utility Condition Evaluation	\$ 106,094.00	10%	\$116,703.40			\$ -			\$ -			\$ -	\$ 116,703.40
	14	-			\$ -			\$ -			\$ -			\$ -	\$ -
Subtotal			\$106,094.00		\$116,703.40	\$ -		\$ -	\$ -		\$ -	\$ -		\$116,703.40	
Geotechnical Investigation	1	Task Management/Meetings			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Coordination/Permitting			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Safety Planning			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Geotechnical Research			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Utility Locates			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Travel			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Mobilization/Demobilization			\$ -	\$ 6,000.00	10%	\$ 6,600.00			\$ -			\$ -	\$ 6,600.00
	8	Test Hole Logging			\$ -	\$ 33,260.00	10%	\$36,586.00			\$ -			\$ -	\$ 36,586.00
	9	Groundwater Level Measurements			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Laboratory Testing			\$ -			\$ -	\$ 4,555.00	10%	\$ 5,010.50			\$ -	\$ 5,010.50
	11	Geotechnical Analysis			\$ -			\$ -			\$ -			\$ -	\$ -
	12	Draft Report Preparation			\$ -			\$ -			\$ -			\$ -	\$ -
	13	Draft Report QC/Peer Review			\$ -			\$ -			\$ -			\$ -	\$ -
	14	Final Report Preparation			\$ -			\$ -			\$ -			\$ -	\$ -
	15	Final Report QC/Peer Review			\$ -			\$ -			\$ -			\$ -	\$ -
	16	-			\$ -			\$ -			\$ -			\$ -	\$ -
Subtotal			\$ -		\$ -	\$39,260.00		\$43,186.00	\$ 4,555.00		\$ 5,010.50	\$ -		\$ -	\$ 48,196.50
35% Design	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Kick-Off Meeting with City of Valdez			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	4	35% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Typical Sections			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Roadway Design			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Cost Evaluation of Alternatives			\$ -			\$ -			\$ -			\$ -	\$ -
	9	35% Design Review Meeting in Valdez			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Lighting Design			\$ -			\$ -			\$ -	\$ 16,507.00	10%	\$ 18,157.70	\$ 18,157.70
	11	-			\$ -			\$ -			\$ -			\$ -	\$ -
Subtotal			\$ -		\$ -	\$ -		\$ -	\$ -		\$16,507.00		\$ 18,157.70	\$ 18,157.70	
	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	65% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -



Subconsultants			Project:Valdez Pavement Mangement IV,V,VI Client:City of Valdez Project or Contract #:1122.63461.00 2/25/2022 *See attachment for subconsultants full cost breakout											Prepared By: BSD Reviewed By: BMM	
			Coffman			Denali Drilling			Alaska Testlab			RSA			Subconsultants Subtotal
Phase Name	Task		Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
65% Design, Phase IV	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Design Review Meeting			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 8,582.50	10%	\$ 9,440.75	\$ 9,440.75
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 8,582.50		\$ 9,440.75	\$ 9,440.75
100% Design, Phase IV	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	100% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Advertisement/Bidding Assistance			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 2,040.00	10%	\$ 2,244.00	\$ 2,244.00
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 2,040.00		\$ 2,244.00	\$ 2,244.00
65% Design, Phase V	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	65% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Design Review Meeting			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 7,682.50	10%	\$ 8,450.75	\$ 8,450.75
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 7,682.50		\$ 8,450.75	\$ 8,450.75
100% Design, Phase V	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	100% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Advertisement/Bidding Assistance			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 1,840.00	10%	\$ 2,024.00	\$ 2,024.00
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 1,840.00		\$ 2,024.00	\$ 2,024.00
65% Design, Phase VI	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	65% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Design Review Meeting			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 7,032.50	10%	\$ 7,735.75	\$ 7,735.75
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -



Subconsultants			Project:Valdez Pavement Mangement IV,V,VI Client:City of Valdez Project or Contract #:1122.63461.00 2/25/2022 *See attachment for subconsultants full cost breakout											Prepared By: BSD Reviewed By: BMM	
			Coffman			Denali Drilling			Alaska Testlab			RSA			Subconsultants Subtotal
			Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 7,032.50		\$ 7,735.75	\$ 7,735.75
100% Design, Phase VI	1	Project Administration			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Progress Reports/Monthly Meetings/Schedule Updates			\$ -			\$ -			\$ -			\$ -	\$ -
	3	100% Design Development			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Plans			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Specifications			\$ -			\$ -			\$ -			\$ -	\$ -
	6	Estimate			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Design QC			\$ -			\$ -			\$ -			\$ -	\$ -
	8	Advertisement/Bidding Assistance			\$ -			\$ -			\$ -			\$ -	\$ -
	9	Lighting Design			\$ -			\$ -			\$ -	\$ 1,630.00	10%	\$ 1,793.00	\$ 1,793.00
	10	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 1,630.00		\$ 1,793.00	\$ 1,793.00
Permitting	1	DEC Stormwater Plan Review			\$ -			\$ -			\$ -			\$ -	\$ -
	2	DEC Wastewater Plan Review			\$ -			\$ -			\$ -			\$ -	\$ -
	3	DEC Drinking Water			\$ -			\$ -			\$ -			\$ -	\$ -
	4	-			\$ -			\$ -			\$ -			\$ -	\$ -
		Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Public Outreach	1	Project Management			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Public Involvement Plan			\$ -			\$ -			\$ -			\$ -	\$ -
	3	Advisory Group			\$ -			\$ -			\$ -			\$ -	\$ -
	4	Advisory Group Initiation			\$ -			\$ -			\$ -			\$ -	\$ -
	5	Advisory Group meetings/follow-up			\$ -			\$ -			\$ -			\$ -	\$ -
	6	-			\$ -			\$ -			\$ -			\$ -	\$ -
	7	Community Meetings			\$ -			\$ -			\$ -			\$ -	\$ -
	8	OH1 planning, advertising, attending, and follow-ups			\$ -			\$ -			\$ -			\$ -	\$ -
	9	OH2 planning, advertising, attending, and follow-ups			\$ -			\$ -			\$ -			\$ -	\$ -
	10	Stakeholder comment responses			\$ -			\$ -			\$ -			\$ -	\$ -
	11	Stakeholder comment responses			\$ -			\$ -			\$ -			\$ -	\$ -
	12	-			\$ -			\$ -			\$ -			\$ -	\$ -
	13	Agency & Team Meetings/Coordination			\$ -			\$ -			\$ -			\$ -	\$ -
	14	-			\$ -			\$ -			\$ -			\$ -	\$ -
	15	Advertising			\$ -			\$ -			\$ -			\$ -	\$ -
	16	Social Media Updates (City Facebook page)			\$ -			\$ -			\$ -			\$ -	\$ -
	17	Door hangers (development)			\$ -			\$ -			\$ -			\$ -	\$ -
	18	Website Development, ongoing management			\$ -			\$ -			\$ -			\$ -	\$ -
	19	Interactive map development and management			\$ -			\$ -			\$ -			\$ -	\$ -
	20	Public Workshop #1			\$ -			\$ -			\$ -			\$ -	\$ -
	21	Public Workshop #2			\$ -			\$ -			\$ -			\$ -	\$ -
	22	Postcard mailing			\$ -			\$ -			\$ -			\$ -	\$ -
	23	Newspaper ads			\$ -			\$ -			\$ -			\$ -	\$ -
	24	Flyer and Door Hanger Printing			\$ -			\$ -			\$ -			\$ -	\$ -
	25	-			\$ -			\$ -			\$ -			\$ -	\$ -
	Subtotal		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
SUBCONSULTANTS TOTAL			\$106,094.00		\$116,703.40	\$39,260.00		\$43,186.00	\$ 4,555.00		\$ 5,010.50	\$45,314.50		\$ 49,845.95	\$ 214,745.85





## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.



## II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

## III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

## IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional



liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.



The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

**VI.           Changes:**

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

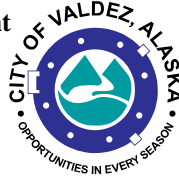
**VII.          Audits and Records:**

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

**VIII.         Inspections:**

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.



IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:



Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

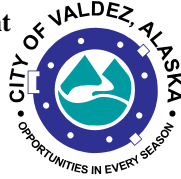
The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.



In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to





the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

**XV.           Extent of Agreement:**

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

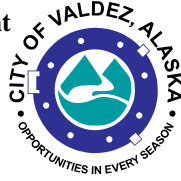
Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.



**Agreement for Professional Services**  
**Project: Design Service – Pavement Management**  
**Phases IV-VI**  
**Project No. 22-310-1115**  
**Contract No. 1899**  
**Cost Code: 310-1115-58000**



The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

**XVI.           Governing Laws:**

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

**XVII.           Minimum Wages:**

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.



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

The undersigned, \_\_\_\_\_ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract (“Contract”):

**Project: Design Service – Pavement Management Phases IV-VI**  
**Project Number: 22-310-1115 / Contract Number: 1899**

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 the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

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 payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with

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

TITLE

My Commission expires: \_\_\_\_\_

*February 4, 2022*

## STATEMENT OF QUALIFICATIONS

# DESIGN SERVICE - PAVEMENT MANAGEMENT PHASE IV, V, VI

*Submitted to:*

**BRAD SONTAG**

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

*Submitted by:*

**BRAD MELOCIK, PE, PH**

DOWL  
4041 B Street  
Anchorage, Alaska 99503





February 4, 2022

City of Valdez, Alaska  
Brad Sontag, Project Manager  
P.O. Box 307  
Valdez, Alaska 99686

**Subject: Design Service - Pavement Management Phase IV, V, VI | Project Number 22-310-1115**

Dear Selection Committee:

The City of Valdez (City) is working to implement a Pavement Management Plan that will replace pavement and utilities in a variety of areas across the City. DOWL is proud of the firm's part in developing the plan and is eager to continue supporting the City in progressing through the different phases of this project. This proposal describes our qualifications to provide services on the Design Service-Pavement Management Phase IV, V, VI project. We hope the following will stand out as reasons to select DOWL to complete these next phases of this important project.

- **A proven team.** The DOWL team includes familiar faces from previous phases of this project, including Contract Manager Bradley Melocik, PE, PH; Quality Control Lead Naomi Hobbs, PE; Utility Engineer Irene Malto, PE, PMP; and Construction Lead Eric Voorhees, PE from DOWL; and Lighting Design Lead Davin Blubaugh, PE, LEED AP from RSA Engineering. Each of these team members had a role in the successful completion of Cottonwood Drive during Phase II and they are committed to leading the next phases. DOWL has added Project Manager Brad Doggett, PE, LEED AP and experienced Project Engineer Nick Conway, PE, to deliver these projects between 2023 and 2025.
- **Understanding of project challenges.** DOWL understands that designing and constructing a project in a small, urban Alaska community is different than a larger population hub. With fewer roads and options for detours and less utility infrastructure, construction phasing for access and reliable water and sewer service is necessary to minimize adverse impacts to local homes and businesses. We have added Coffman Engineers' Brian Gastrock, PE to the team to consider trenchless solutions where possible to reduce surface impacts. We are committed to crafting a plan that will keep businesses open and accessible by locals and visitors.
- **Support in reducing budget through cost-saving solutions.** DOWL's goal on design projects is to look for opportunities for cost savings without compromising the integrity of the design. We know these projects are being constructed using funds provided by the City and that any savings goes to additional projects that improve the lives of your residents. Brad Doggett has extensive experience on Value Engineering studies with the goal of adding efficiencies to street projects. He will work with the team to identify cost savings through minimizing utility impacts, reusing materials, and other methods that improve the bottom line without sacrificing quality.

You have my pledge that I will dedicate the DOWL resources necessary to make this project a success. I am authorized to make representations and bind the firm and can be reached at the contact information shown below.

Sincerely,

**DOWL**

**Bradley M. Melocik, PE, PH**  
Contract Manager  
907.865.1223  
bmelocik@dowl.com

# I. EXPERIENCE & TECHNICAL COMPETENCE OF KEY PERSONNEL

## INTRODUCTION & FIRM OVERVIEW

DOWL is a multi-disciplined consulting firm that has been providing civil engineering and related services in Alaska for 60 years. DOWL maintains in-house expertise in all of the services needed to complete this project - from front end environmental services to construction administration (CA) support and everything in between.

In Alaska, DOWL has offices in Anchorage, Fairbanks, and Juneau. For this contract, our 100% Alaskan staff will be working out of the Anchorage and Juneau offices, with travel as needed to Valdez for face-to-face meetings and site visits. Urban or rural, it would be difficult to find a location in this state where DOWL does not have a footprint. Many of our proposed staff have recent relevant experience in Valdez and with other clients.

We value our working relationship with the City of Valdez (City) and strive to be the City's consultant of choice for capital improvement projects. After completing multiple projects with the City and in the area, we have a clear understanding of how to work effectively and efficiently on your behalf.

DOWL is pleased to provide this proposal in response to your solicitation for pavement engineering, permitting support, and public outreach. DOWL has assembled the most qualified team to meet the City's needs.

DOWL has carefully selected a team of key professionals to be involved in this important contract because of their:

- Technical expertise in their fields
- Experience working with regulatory agencies
- Geographic familiarity with Valdez's unique remote-urban setting
- Commitment to Valdez's success
- Professional enthusiasm and outside-the-box thinking
- Experience on similar projects

## EXPERIENCE WORKING WITH REGULATORY AGENCIES

DOWL is experienced at working with regulatory agencies like the Alaska Department of Environmental Conservation (ADEC) and our experience will help keep the City's project on schedule and on budget. DOWL's proposed water, sewer, and stormwater drainage engineer, Chris Maus, PE, is experienced in getting projects constructed through the ADEC approval process in an efficient manner. He will include ADEC early and often, so their concerns and comments can be incorporated into the 95% design submittal.

This method has proven effective as many of our projects are approved for construction well before the 30-day review period is up. For projects like the Anchorage Regional Landfill Maintenance Facility, ADEC approved construction less than a week after the 95% design was submitted!

## RELEVANT SIMILAR PROJECTS WITHIN SEVEN YEARS

### Valdez Pavement Management Phase II - Cottonwood Drive Valdez, Alaska

DOWL provided topographic survey, utility systems investigation, permitting, public outreach, conceptual design, and final design for Pavement Management Phase II. The project limits included Cottonwood Drive between Klutina Street and Copper Drive and included five cul-de-sacs adjacent to Cottonwood Drive. This is part of the Black Gold Subdivision and includes 74 lots and 4,600 linear feet of road improvements.

DOWL worked closely with stakeholders after clarifying scope, schedule, and budget with the City. The project included pavement and curb replacement, sidewalk, lighting, and storm drain system replacement. North Waterfall Drive cul-de-sac was extended into the park strip and the park strip path was tied into the cul-de-sac sidewalk.

The survey crew mobilized to collect the necessary data for a detailed design while DOWL investigated existing as-builts and conducted on-site investigations with utility owners.

DOWL provided public involvement (PI) and gathered more information to help facilitate a smooth construction season. DOWL fine-tuned the roadway profiles to accommodate an improved storm drain system which resulted in driveway and yard elevation adjustments. This was a challenging balancing act with such a flat area and multiple intersections.

The phasing plan was critical to the success of the construction because a neighboring project would be constructed at the same time. DOWL provided a detailed schedule and phasing plan to maintain safe resident and pedestrian access during the busy construction season.

Project Similarities	Project Information
<ul style="list-style-type: none"><li>▪ Rural Alaska</li><li>▪ Coastal Location</li><li>▪ Similar Project Scopes</li><li>▪ Municipal/Public Project</li></ul>	<p><b>Project Size:</b> \$4.1 million (construction cost)</p> <p><b>Reference:</b> Nate Duval, Scott Benda, City of Valdez, 907.835.5478</p> <p><b>Key Personnel:</b> Brad Melocik (Contract Manager), Naomi Hobbs (Project Manager), Willie Stoll (Survey), Eric Voorhees (CA)</p>

### Eco Valdez Site Development Valdez, Alaska

This warehouse/office building and 12-lot residential subdivision of single-family houses was a design-build project with a very aggressive development schedule. Design began in January 2017 and the first group of completed buildings were turned over to the owner in December 2017.

The development required design and construction of new roads, water and sewer utilities, storm drainage facilities, and lot grading. The 770 feet of new roadways, Keno Circle and Chilkat Circle, were designed to City standards for local neighborhood roads including paving, curb and gutter, cul-de-sacs, and storm drainage. The project also required 950 feet of new water main including fire hydrants and 850 feet of new sewer main. The water and sewer mains were reviewed by the City then permitted through ADEC. Water and sewer services were provided for each building.

The houses were elevated above the surrounding grades to the extent practical to provide positive drainage away. At the same time, we limited driveway grades to less than 5% to maintain reasonable access in winter conditions. The southern section of the subdivision was set aside as green space to provide snow storage quality treatment.

Project Similarities	Project Information
<ul style="list-style-type: none"><li>Rural Alaska</li><li>Coastal Location</li><li>Similar Project Scopes</li><li>Municipal/Public Project</li></ul>	<p><b>Project Size:</b> \$180,000 design (construction cost not disclosed)</p> <p><b>Reference:</b> Luke Blomfield, Davis Constructors, 907.562.2336</p> <p><b>Key Personnel:</b> Brad Doggett (Project Manager), Nick Conway (Design Engineer), Willie Stoll (Survey), Eric Voorhees (CA)</p>

### Cordova City Street Improvements

Cordova, Alaska

The City of Cordova listed seven projects constituting 10,850 linear feet of reconstruction on city streets. DOWL was contracted to survey all the roads and design as many as possible within the \$2.2 million budget. Each project had different priorities for curb, gutter, and drainage improvements. It was determined that it would be better to break the street package into two construction seasons and the City of Cordova identified three additional priority streets for design the following construction year.

Working closely in consultation with the City of Cordova, certain streets were identified that could qualify for additional federal grants. DOWL accelerated the work schedule to deliver designs for these sub-projects to meet the grant application deadlines and to secure funding for the planned construction schedule. DOWL tailored these designs to meet the City of Cordova's

needs as well as to qualify (score high enough) for the federal grant funds. Additionally, DOWL assisted with the technical portions of the grant application.

Project Similarities	Project Information
<ul style="list-style-type: none"><li>Rural Alaska</li><li>Coastal Location</li><li>Similar Project Scopes</li><li>Municipal/Public Project</li></ul>	<p><b>Project Size:</b> \$2.2 million (construction cost)</p> <p><b>Reference:</b> Samantha Greenwood, City of Cordova, 907.424.6200</p> <p><b>Key Personnel:</b> Naomi Hobbs (Project Manager), Willie Stoll (Survey), Eric Voorhees (Civil/Construction Engineer)</p>

### Valdez Flood Mitigation

Valdez, Alaska



DOWL provided revetment dike design and CA services for the City along the Alpine Woods/Nordic Subdivision on the Lowe River.

DOWL assisted the City in the preparation of plans, specifications, estimate, permitting, Stormwater Pollution Prevention Plan (SWPPP) documents, and CA for multiple locations of dike extension and renovation along Glacier Stream, Mineral Creek, and the Lowe River. The projects involved the review of previous studies, scour analysis and riprap sizing, design, and collaboration with resource agencies (Alaska Department of Natural Resources [DNR], United States Army Corps of Engineers [USACE], Alaska Department of Fish and Game [ADFG], and ADEC) for permit approvals.

DOWL prepared gravel extraction plans for Mineral Creek, Glacier Stream, and the Lowe River and worked with the agencies for permit approvals. Currently, these permits have resulted in over 75,000 cubic yards (CY) of excavation from Mineral Creek and Glacier Stream.



I wanted to thank (DOWL) for your time, effort, and energy working on the plans for Adams Avenue. We would not have gotten the grant without you. Adams and Browning are beautiful... Thanks again for all of your help, it's hard to describe how great of an improvement the sidewalks are to Cordova. Pictures really don't do it justice.

Samantha Greenwood, City of Cordova



DOWL has provided on-site assistance during construction on multiple flood mitigation infrastructure projects. Eric Voorhees was on-site for approximately 10 days during fall 2014. He determined that an older (2010) survey was out of date and design modifications were needed. Eric and Brad Melocik worked together to find a workable field solution that met the design intent while maintaining the contractor's schedule. Recent flooding has not compromised the dike, confirming the present designs are effective. Projects have been completed on budget and on schedule with some revisions to accommodate additional scope or unexpected work. Eric provided quality control (QC) oversight during the last round of flood mitigation infrastructure on the Lowe River and oversaw the constructability review of the project and the review of the specifications. His diligence in review contributed to the smooth construction of the project.

Brad has been responsible for the flood mitigation from design and permitting to presentations to City Council and the Flood Mitigation Task Force. Brad was the Engineer of Record of the recent flood mitigation infrastructure maintenance project on the Lowe River. His knowledge of local contractors and the community guided the successful design and the construction of the project. The project ultimately revitalized the previously failing flood mitigation infrastructure and increased the height of the dike to meet the Federal Emergency Management Agency's freeboard requirement. Brad's ability to coordinate a mutually beneficial solution has been the keystone to many successful DOWL projects in the Prince William Sound area. DOWL has shown the ability to provide survey, geotechnical, engineering, and environmental services for the City and stay on schedule and on budget.

Project Similarities	Project Information
<ul style="list-style-type: none"><li>Rural Alaska</li><li>Coastal Location</li><li>Municipal/Public Project</li></ul>	<p><b>Project Size:</b> Various - \$40,000 to \$4 million (construction cost)</p> <p><b>Reference:</b> Nate Duval, Scott Benda, City of Valdez, 907.835.5478</p> <p><b>Key Personnel:</b> Brad Melocik (Project Manager), Willie Stoll (Survey), Eric Voorhees (CA)</p>

### TEAM RESUMES/BIOGRAPHIES

Resumes for key team members are attached.



**Brad Melocik, PE, PH**  
*Contract Manager*

Brad is a manager, licensed engineer, and hydrologist with over 20 years of experience in roadway, water, and planning projects. Brad's knowledge of Valdez, its people, and its engineering challenges make him an excellent choice to oversee the contract for this project. Also, his decade of involvement with Anchorage Tomorrow (Chairperson for two years) and experience with Road Bonds Yes in the Matanuska-Susitna Borough give him insights into bond propositions and working with the public to educate them on the benefits.



**Brad Doggett, PE, LEED AP**  
*Project Manager*

Brad manages the Anchorage civil engineering group whose focus is on public and private sector site development projects. He has been the project manager/engineer on hundreds of projects throughout Alaska for clients that include the City of Valdez, Municipality of Anchorage, Matanuska-Susitna Borough, City of Wasilla, City of Ketchikan, USACE, United States Forest Service, National Park Service, University of Alaska System, and numerous private sector Alaska development projects. Relevant public roadway projects include the Edison Chouest Development, Diamond and Sapphire Circles in Big Lake, The downtown loop in Dillingham, Petersburg Street, Zukert Avenue, Piper Street, North Muldoon Road, Electron Drive and 104th Avenue in Anchorage and multiple residential streets on Ft. Wainwright, Ft. Greely, and Joint Base Elmendorf-Richardson.



**Naomi Hobbs, PE**  
*Quality Control Lead*

Naomi serves as DOWL's Juneau office manager and has spent the last 26 years successfully developing Alaska Infrastructure as both a consultant and construction manager. Her experience includes site civil, transportation, and utility design for cities and towns all over Alaska, but especially in the Southeast. Naomi is adept at managing large projects with multiple disciplines and a wide range of tasks. Her technical design skills, project experience in coastal communities, recent experience managing the Valdez Pavement Management – Phase II project, and construction background make her well qualified to provide QC oversight on this project.



**Nick Conway, PE**  
*Project Engineer*

Nick is part of the civil engineering team where his work encompasses site design, grading, utilities, and hydrology. His projects have ranged from less than one acre to 30+ acres in size and have included many different grading and stormwater control challenges. Nick has worked on projects across Alaska, including the ECO Valdez design-build project. This experience has given him a solid understanding of site and stormwater design challenges in varied environments, allowing him to find cost-effective solutions that fit within the constraints of the land and protect environmentally sensitive areas.



#### Commitment to Valdez

DOWL has worked on more than 50 projects in Valdez in the last decade. If selected, we are committed to bringing another successful project to the community.



**Irene Malto, PE, PMP***Project Engineer/Utilities/Permitting*

Irene is an experienced transportation engineer and project manager with the ability to lead multi-disciplinary teams to produce quality deliverables. She has over a decade of experience in developing plans, specifications, and estimates, as well as coordinating with local utility companies to identify and mitigate utility conflicts and prepare utility agreements. Irene has worked on several roadway reconstruction projects in Kodiak and southeast Alaska with similar climate and issues as Valdez. Outside of coastal Alaska, Irene has worked on numerous pavement preservation projects and is currently leading a team designing road improvements at over 30 locations damaged by the 2018 Earthquake. Her organizational skills and proficiency in coordination make her especially qualified for this role.

**Jeremiah Holland, PE***Geotech/Pavement Design*

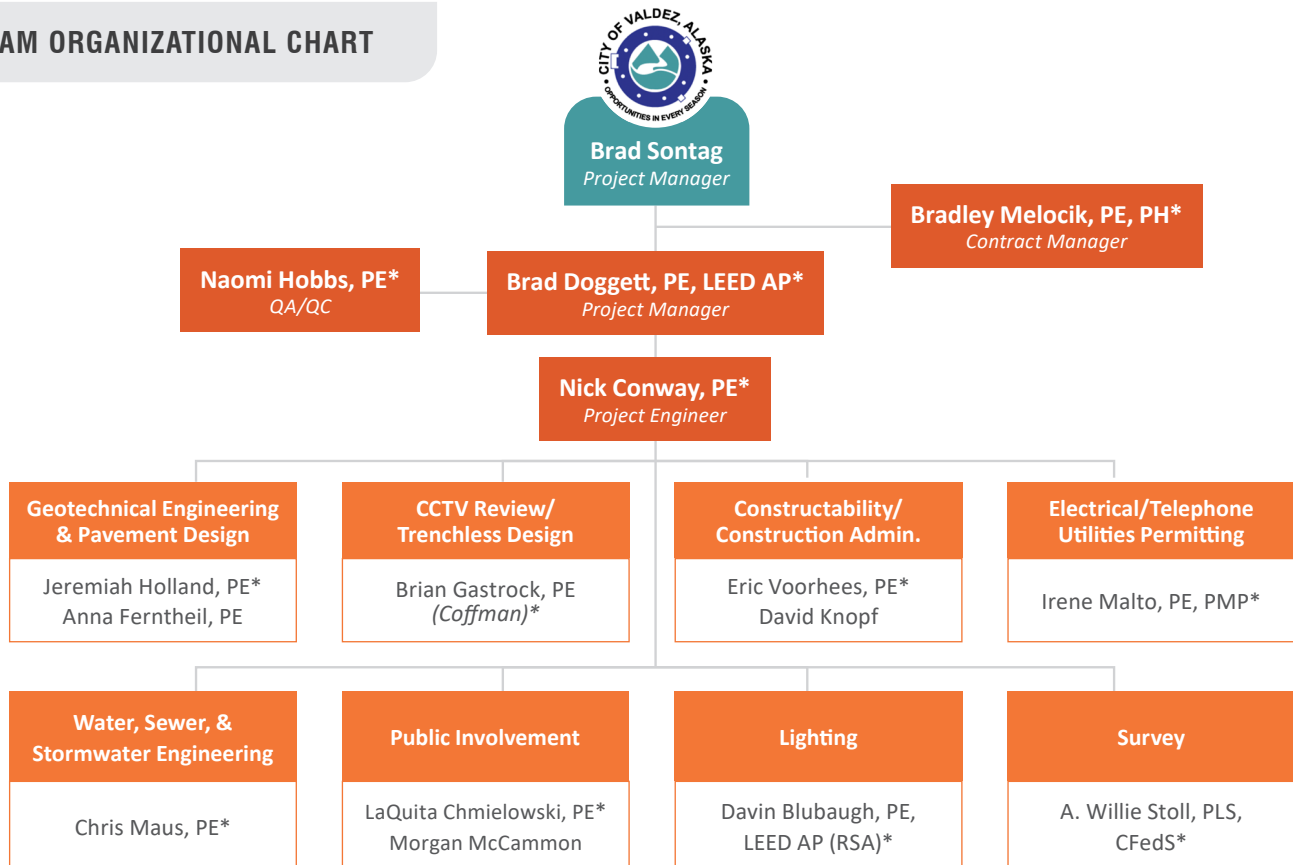
Jeremiah has extensive experience leading projects related to transportation, infrastructure, land development, mining, and oil and gas. Jeremiah has expertise in geotechnical engineering, arctic ground conditions, rock and soil mechanics, engineering geology, software modeling (including SLIDE, Settle3D, and Phase2), and construction materials testing.

**Eric Voorhees, PE***Constructability/Construction Administration*

Eric has been with DOWL for 13 years, and before that he worked in residential and commercial construction for seven years. During his time with DOWL, he has focused on infrastructure and transportation projects across Alaska – from Ketchikan and Wrangell to Nome and Valdez. Eric's strong working knowledge of construction and his technical background as an engineer give him the edge as a very effective task lead.

**Chris Maus, PE***Water/Storm/Sewer Engineer*

Chris is a rural water and wastewater engineer. He has authored preliminary engineering reports, technical memoranda, master plan documents, technical specifications, estimates, and contract documents and has expertise in the design, operation,

**TEAM ORGANIZATIONAL CHART**

\* Resumes attached

**LaQuita Chmielowski, PE LEED AP***Public Involvement*

LaQuita is DOWL's land use planning manager. She is a licensed civil engineer with 22 years of experience as a planner and civil engineer in Alaska. LaQuita has a unique set of skills that sets her apart from most planners and will be vital to this project; she is not only well versed on community outreach, but understands engineering design. This perspective can assist her in working with various stakeholders as she balances the technical components with stakeholder input and the overall project goals. Her work includes PI, planning, code analysis and feasibility studies, site grading and drainage, water and wastewater systems, roadway design, and permitting for municipal, commercial, and military facilities.

**A. Willie Stoll, PLS, CFedS***Survey Lead*

Willie is versatile and highly experienced surveyor who has traveled throughout Alaska performing surveys for municipal governments, local entities, and state agencies. Willie has led DOWL's land survey sub-practice area for nearly a decade and has more than 20 years of experience conducting and managing a wide range of survey projects, including rural road and highway projects. His experience in Valdez includes work on Cottonwood Drive, Lowe River, Mineral Creek, and many civil development projects. He is intimately familiar with this corridor and visits Valdez often.

**SUBCONSULTANT:****Engineering, Inc.**

RSA Engineering, Inc. (RSA) is an Alaska consulting firm specializing in mechanical and electrical engineering in cold climates. RSA is an employee-owned firm and focuses on applying their technical expertise in a client-centered manner by ensuring their projects are sustainable, affordable, and maintainable for the owner, as well as sensible for the project location. Their staff has provided the full range of consulting services for a wide-variety of projects throughout Alaska for 33 years. This experience includes facilities for local governments, federal agencies, and private industry.

**Davin Blubaugh, PE, LEED AP***Lighting Design Lead*

Davin brings 15 years of design and construction experience to the team and will provide electrical engineering services as needed. Davin has worked with the City for the past nine years and has developed a respected reputation with the City's personnel. Davin's Valdez experience includes projects at the

Valdez container terminal, small boat harbor, airport, all three schools, the hospital and clinic, city hall, various well houses, lift stations throughout the city, and the recently completed fire station.

**SUBCONSULTANT:**

Coffman Engineers is a multidiscipline engineering firm with more than 42 years of experience working in Alaska.

**Brian Gastrock, PE***CCTV Review/Trenchless Design*

Brian has more than 20 years of experience performing condition assessments on existing water, sewer, and storm drain piping systems in Alaska. His experience on over 350,000 feet of piping projects has helped provide evaluations and recommendations of trenchless solutions, helping clients realize the benefits of trenchless solutions where applicable instead of traditional open cut installations. Brian has worked with multiple consultants through the design phases on both traditional and trenchless construction options.

**TEAM TIME COMMITMENTS**

As demonstrated in the following chart, DOWL's proposed team has ample time to accommodate the City's proposed work for the Pavement Management Phase IV, V, VI project.

**Percent of Time Committed to All Clients/Contracts**

Staff	2022		2023	2024	2025
	Q1-2	Q3-4			
Brad Melocik, PE, PH	50	45	25	10	10
Brad Doggett, PE, LEED AP	65	50	40	30	25
Naomi Hobbs, PE	60	60	20	10	0
Nick Conway, PE	50	45	25	25	25
Irene Malto, PE, PMP	55	45	20	15	15
Chris Maus, PE	60	40	20	0	0
Jeremiah Holland, PE	70	50	20	10	10
Eric Voorhees, PE	70	50	40	25	15
LaQuita Chmielowski, PE	65	40	30	30	20
A. Willie Stoll, PLS, CFedS	45	35	30	30	30
Davin Blubaugh, PE (RSA)	65	50	40	35	30
Brian Gastrock, PE (Coffman)	55	50	40	20	10

ii. PROJECT APPROACH & ABILITY TO MANAGE PROJECT SUCCESSFULLY

COMMUNICATIONS WITH THE DESIGN TEAM

Brad Doggett will be the project manager for this project and the main point of contact for the City. He will hold regular progress meetings, telephone coordination, and email updates with Brad Sontag, City of Valdez Project Manager, and other City officials, so that progress and upcoming milestones and events are understood and coordinated. Brad and Nick will be readily available to meet with Brad Sontag in Valdez or by phone/video conference if direction is needed, if work needs to be reviewed, or public presentation support is desired. Work on this project will be completed from both our Anchorage and Juneau offices, with Anchorage-based RSA providing electrical support. Brad will invite project engineers to partake in project meetings and communications with the City on an as-needed basis.

Communication amongst the design team will be maintained through email, face-to-face meetings, and video conferencing capabilities. Our project organization chart (on page 4) illustrates the clear lines of authority and responsibility for work under this contract. Depending on project demand, Brad will typically host weekly check-in meetings with project staff to follow-up on deliverable progress and keep an eye on the critical path. He will coordinate with the project engineers assigned to the various project elements and they will continuously work and communicate with the design team daily.

HANDLING PROJECT DEMANDS FROM DESIGN REVIEW THROUGH CLOSE-OUT

The project scope of work is to provide bid-ready plans, specifications, and an engineer’s cost estimate for the proposed road and utility improvements for construction in 2023, 2024, and 2025. We propose dividing the work into the following phases, each concluding with a distinct deliverable:



Phase 1

Survey

We understand the goal of these projects is to minimize design survey needs and to expedite the schedule for design while maintaining quality. We will do that by working closely with our design team to make sure we collect needed data and nothing more. This involves our design team visiting the site and inspecting project needs. Upon notice-to-proceed (NTP) we can immediately mobilize to the site to initiate the projects. Our experienced survey team will perform the horizontal and vertical control as well as topographic survey. We will search for and tie property corners for local subdivisions adjacent to the roadways to establish the right-of-way (ROW), property lines, and easement lines. We will also set a minimum of three control points within the ROW for use during construction. Control points for this project will be 5/8-inch rebar with aluminum caps unless otherwise directed. DOWL will base project elevations on local benchmarks near the project. We will perform differential leveling with a digital level and bar-coded rods to control the project vertically.

DOWL will perform a ground-based topographic survey of the project area. Initially, our plan is to extend the survey laterally to the face of structures on both sides of the street. Survey limits may be adjusted based on engineer's site visits and discussions with the City project manager, but the intent will be to get all of the survey data we need in a single mobilization. We will do the work with a combination of RTK GPS and conventional methods with a total station. Hard features such as pavement, concrete, and building corners will be located with a total station instrument.


Our surveyor will collect existing planimetry information including roads, building corners, utility poles, trees, and other visible objects. Sufficient spot elevations will be collected in order to develop one-foot contours within the survey area. Overhead wire and ground elevations will be collected at the centerline of roads and the low point of each span crossing the ROW.

We will locate underground utilities and as-build them to determine size and type of pipe, invert elevations, and direction of flow. We will request locates for buried utilities through the Alaska Dig Line center and identify those that are marked on the ground.

The results of the field survey will be reduced by computer and entered into an AutoCAD file to create base maps. These files will be used as the basis for the design documents.

Opportunities to reduce costs include using LiDAR or truck mounted GPS for topographic survey data collection. LiDAR is accurate to a few tenths, and truck mounted GPS is accurate to about a tenth; both of these methods will substantially reduce the survey efforts (25% or less of traditional methods) and have the added advantage of improving safety for field survey. Mobilizing to complete the survey for all three project areas at once would also be a cost savings.

Deliverables: Basemap for project design extents including existing roadway, utilities, and pertinent features.



Phase 2

Geotechnical Investigation

DOWL will begin the soils investigation by obtaining and reviewing existing information about the site from the City and by reviewing our extensive in-house soils library. We have completed investigations for several developments in Valdez and these reports indicate that soils in the City generally tend to consist of several feet of gravelly material over silty sand or sandy silt.

We propose a field exploration program consisting of boreholes distributed around the three proposed project areas. Boreholes will be advanced 15 to 20 feet in depth.

A DOWL geologist/engineer will log boreholes. Boreholes will target the worst areas of the road that will likely require a dig out to properly repair. Scheduling will be done to minimize impacts to traffic, and to minimize impacts to residents. Upon

completion of the field investigation, samples will be shipped to our partner laboratory in Anchorage for testing. The testing performed will be determined in part by the samples retrieved, but typically includes moisture content and particle size analyses. Once the laboratory testing has been completed, we will issue a technical memorandum outlining the results of our exploration and lab testing, and provide geotechnical engineering and pavement recommendations for the paved traffic areas. Pavement sections will be developed using the Alaska Flexible Pavement Design program and the USACE's pavement design program, PCASE.

A DOWL engineer visited the sites during the preparation of the Pavement Management Plan and assessed the damage for all of the road segments included in phases IV through VI. All roads were noted as having some level of surface distress from minor cracking and raveling to sizable open cracks, alligator cracking, and potholes. Additionally, areas of damaged curb and gutter, preventing proper drainage, and damaged sidewalk were identified. In locations without deep utility upgrades, replacement of the pavement and underlying base is likely adequate to address the pavement conditions. Full reconstruction of the roadway subbase is assumed in areas with deep utility replacement. Replacement of curb and gutter to establish or maintain proper drainage and reconstruction of sidewalks to provide Americans with Disabilities Act-compliant pedestrian facilities will also be necessary.

We anticipate being able to begin work within four weeks of receiving NTP, depending on drilling contractor availability. We will work with contracted drillers to facilitate mobilization to Valdez once for efficiency, if approved by the City. Fieldwork is anticipated to take three to five days. A draft report will be issued within six weeks of completion of field work. The report can be finalized within two weeks of receiving comments from the client.

**Deliverables:** Geotechnical recommendations report and soils data resulting from boreholes.



**Phase 3**  
*Concept Design*

The Concept Design phase will include plan views, conceptual designs of the road improvements, and any utility replacement alignments for review and feedback. These concept designs will be supplemented with a brief engineer's report detailing preliminary engineering recommendations on project specific decisions, such as water and sewer main material type, and burial depth. The engineer's report also will provide important background information for ADEC Approval to Construct applications. The engineer's report will be accompanied by an engineer's estimate.

The concept designs will be produced with input from the City and stakeholders. The intent of the conceptual designs is to gather feedback and put those ideas into a format that can be conveyed into the design phase. Most importantly, at this point various alternatives can be evaluated that will allow DOWL to

put together a cost evaluation for the City's consideration. We recommend a meeting in Valdez to review the concepts and budgets so final designs move forward quickly.

When determining the appropriate bond amount, these estimates will provide valuable input to how many projects should be considered for construction, and if additional areas are palatable to residents and City Council.

We plan on starting as soon as we have NTP. After the kick-off meeting, and while the survey and geotechnical investigations are taking place, we will begin developing and compiling concepts using existing LiDAR and aerial photos.

**Deliverables:** Development of conceptual plans at a 35% design level and cost evaluation of alternatives.



**Phase 4**  
*Plans, Specifications, and Estimate*

Prior to the final design submittal, DOWL will submit for review and discussion an informal pre-final submittal, near the 95% design completion, to finalize design components. This will be an over-the-shoulder review intended to be efficient and accommodate comments from the City. The team could include a cost-benefit analysis for Phase IV, V, or VI projects if the City is interested.

**Pioneer Drive & Meals Avenue**

The roads in this phase have cracking and ruts up to half an inch deep. The Core Area Utility Assessment indicates the water and sewer systems are in generally good condition but nearing the end of their service life. The storm drain system was described as in poor condition. We will work with City staff to evaluate the condition of water, sewer, and storm drain facilities in the specific improvement areas and make recommendations as to which features should remain in service and which should be considered for replacement with the pavement improvement work. The roads function as collectors providing vehicular and pedestrian connections to the grocery store, the high school, a church, and the hospital. Traffic control and construction phasing plans will be developed to maintain access to these important community facilities during construction.

**Meals Avenue Cul-de-Sacs**

These roads are residential cul-de-sacs with water and sewer services to the various residents and storm drain facilities within the streets. Each cul-de-sac has a sidewalk on one side of the street providing pedestrian connections to Meals Avenue. The pavement condition varies from isolated minor raveling to severe raveling and alligator cracking. Additionally, some areas of curb and gutter are cracked and broken. These roads would typically see lighter, residential scale traffic and may be good candidates for limited surface improvements to the paving and base. Residents will likely have concerns over access, hours of operation/construction noise, on-street parking restrictions, and impacts to solid waste collection. The team's coordination and communication with the residents throughout the design and construction activities will be critical.



## West Pioneer Drive

This phase includes both collector and local, residential streets. Pioneer Drive provides access to residential neighborhoods and the elementary school while the remaining streets are residential. Pavement conditions range from moderate raveling to potholes and isolated areas of alligator cracking. Sections of potentially inadequate drainage along the south side of Pioneer Drive were noted in the Pavement Management Plan and should be addressed with these improvements.

**Deliverables:** Development of 95% design plans for review. Finalization of special provisions, estimate, and Issued for Construction Plans.



### Phase 5 Permitting

A critical path for most water and sewer improvement projects is usually obtaining ADEC Approval to Construct. Technically, ADEC has 30 days to review and comment on engineered plan systems, but we have found 30 days is not realistic without significant involvement before the submittal and request for review. We will begin meeting with ADEC as soon as we have schematic designs complete, to brief them on our design proposal and seek early feedback. At the 95% level we will organize a pre-application meeting with them to go over our request for approval to construct and explain any separation waiver requirements. In the past, we have had success with expediting a review, by involving ADEC early on as a team member, instead of a regulatory hurdle.

At approximately 95% design completion DOWL will prepare and submit applications to the ADEC for Approval to Construct the proposed water mains. With early coordination, this design review by ADEC typically takes approximately 30 days to complete, but can move much quicker with pre-approval procedures. The ADEC design review is a regulatory requirement.

**Deliverables:** Approval to Construct Submittal and ADEC Approval.



### Phase 6 Construction Administration

DOWL is available to provide assistance during all phases of the construction project, including bidding the project and selecting a qualified and cost-effective construction contractor and providing CA during the construction.

#### On-site Inspection

Depending on the size and phasing of the proposed project, DOWL will work with the City to determine an appropriate level of oversight. Historically, DOWL has provided construction oversight for many City projects, including on Cottonwood

Drive on Phase II of this project and the 2016 City Streets project. DOWL's construction oversight can be tailored to each project and typically includes construction field staff providing inspection and observation of the contractor's daily activities, with a focus on making sure the contract documents are followed, identifying and quickly resolving any conflicts that arise during construction, and overall protecting the interests of the City. DOWL's staff focuses on working with the construction contractor to proactively identify critical path items and facilitate their completion, such as making sure permit commitments are followed, approved materials are used for construction, and Traffic Control Plan requirements are implemented. DOWL will document progress using inspections reports submitted regularly to the City project manager.

We are experienced in providing Owner's Representative services and can oversee this portion of the project with a third-party inspection team.

#### SWPPP Inspection

Agency requirements for the SWPPP inspection and reporting are becoming a more important part of the construction of projects. Without thorough, detailed documentation all involved parties can be held accountable for fines. DOWL can write SWPPP documents, provide SWPPP inspections through our field inspector, or assist the City with other reviews as needed.

#### Pay Request Preparation/Pay Item Reporting

DOWL can assist in the review of contractor pay requests and reporting of pay quantities as needed by the City. DOWL field staff have monitored pay quantities on federally funded projects, which are known to have some of the most stringent reporting requirements. DOWL staff have monitored pay quantities for non-federally funded projects and are able to save local staff time when preparing progress estimates for contractors.

## KEEPING PROJECT ON TIME & WITHIN BUDGET

The first five phases of the work conclude with distinct milestones. Brad's primary responsibility will be to manage the DOWL team to keep these milestones on schedule. The DOWL team will follow strict administrative and operational structure to maintain schedules, realistic budgets, and conduct quality assurance (QA) and QC.

As project manager, Brad will keep the project on track and hold all team members accountable for project assignments using the following tools:

- Monthly progress meetings/phone calls with the City project manager followed by brief email notes
- Monthly internal progress meetings to discuss deadlines
- Provide agendas and meeting notices with proper time allotted for the City project manager's review
- Milestone meetings with City staff at key points of the project
- Conduct internal DOWL QC reviews to make sure products are fully vetted before being submitted to the City project manager

## PRELIMINARY PROJECT SCHEDULE

*Schedule based on Phase IV with March 2022 NTP. Other phases can be completed simultaneously for a cost savings to the City with efficiency of mobilizing survey, geotechnical, and other services just once.*

Project Tasks	2022										2023		
	M	A	M	J	J	A	S	O	N	D	J	F	M
Notice to Proceed	◆												
Survey & Utility Condition Evaluation													
Geotechnical Investigation													
35% Design & Cost Estimate													
Review Meeting in Valdez													
Plans, Specifications, & Estimates													
Permitting Support													
Public Involvement													
Advertising/Bidding													
Construction													◆

As the project manager, Brad will be the City's single point-of-contact, assign resources to each task, establish and monitor the schedule, and track the budget. Throughout the project, staff changes may be required, and Brad will communicate these changes to the City. Changes will be seamless from the City's perspective. We have been in business in Alaska for 60 years thanks to excelling in a market where workloads fluctuate greatly. Our process has been developed through years of project management experience. We look forward to completing this project for the City.

### DELIVERABLES

<b>Phase 1</b> <i>Survey</i>	<ul style="list-style-type: none"> <li>Concept design and estimate</li> <li>Survey control drawings</li> </ul>
<b>Phase 2</b> <i>Geotechnical Investigation</i>	<ul style="list-style-type: none"> <li>Geotechnical memorandum highlighting recommendations for roadways</li> </ul>
<b>Phase 3</b> <i>Concept Design</i>	<ul style="list-style-type: none"> <li>Concept design and estimates</li> <li>Agenda/minutes documenting chosen alternatives</li> <li>Engineer's report</li> </ul>
<b>Phase 4</b> <i>Plans, Specifications &amp; Estimate</i>	<ul style="list-style-type: none"> <li>Bid-ready drawings, special provisions, and engineer's estimate</li> </ul>
<b>Phase 5</b> <i>Permitting</i>	<ul style="list-style-type: none"> <li>ADEC Approval to Construct application</li> </ul>

### METHODS OF PUBLIC OUTREACH & STAKEHOLDER COORDINATION

Effective PI is crucial to developing a project that meets the community's goals and vision. DOWL is committed to a close working relationship with Valdez stakeholders to successfully design and assist with construction of the Pavement Management Phase IV, V, VI projects.

DOWL's first task will be to prepare a project-specific list of key stakeholders for the project, including the Community Strategic Plan group, Valdez City Council, Planning and Zoning Commission, and local residents and business owners. LaQuita, with support from Morgan McCammon, will use her community outreach experience to identify appropriate public outreach methods that will maintain an effective dialogue between the project team and stakeholders about project objectives, challenges and opportunities, and the schedule for project implementation. LaQuita has extensive experience leading community outreach related to public and private projects. Through this experience, she is well versed in working with local government agencies, industry, stakeholders, and the public. Throughout this project, LaQuita will support DOWL's project manager, Brad Doggett, to provide an effective outreach process and make adjustments, if needed, for effective project messaging and communication.

### iii. PUBLIC OUTREACH

#### ASSISTING WITH BOND PROMOTION

DOWL understands the importance of successfully promoting bond propositions for project funding and is prepared to assist the City with these efforts however possible. A coordinated strategic communications campaign emphasizing the benefits of the work funded with the bond will minimize oppositional arguments and be critical to success. Even more important is creating adequate public awareness about the problem being solved by the project before the bond proposition is considered. Proactive communication that relies on consistent stakeholder engagement, a recognizably transparent public process, and clear understanding of the public benefit brought by project completion will set the City up for a successful bond proposition campaign. LaQuita's understanding of issues and stakeholders coupled with Morgan's ability to reach the public where they are through proactive, strategic, and creative PI will support project goals as well as bond promotion.

Strategic communications will play a crucial role in building consensus among different stakeholder groups and mitigate opposition risk. Regarding the promotion of public bonds, success will rely on developing key messages as well as identifying local champions and power brokers to advocate for the bonds using those messages. DOWL will work with you to develop a strategic communications plan specifically for this project in coordination with the City.

## **GATHERING CONSENSUS OF CITIZENS DIRECTLY IMPACTED BY THE PROJECTS**

DOWL will employ a three-tiered approach to stakeholder engagement and consensus building.

1. LaQuita will establish and manage a project Advisory Group made up of representatives from each of the discrete stakeholder groups. This group will meet regularly throughout the duration of the project. The primary purpose of these meetings will be to create a forum for information sharing and discussion. The path to consensus is built on compromising and must include an opportunity for dissent; the Advisory Group will play a critical role in generating consensus as the vehicle for that negotiation.
2. Regular and up-to-date project information will be shared via a project website, public meetings, mailing and advertising, and social media to educate the public about the project's public purpose, goals, and current status.
3. Public feedback will be gathered for consideration by the Advisory Group and project team using an interactive web-based mapping tool, Social Pinpoint. The goal is to make sure the public feels heard, and that people understand clearly what the impact is for them if the project does and does not happen.

We know that stakeholders will likely be concerned about both corridor-wide and intersection-specific matters, including:

### **Pedestrian/Non-motorized Facilities**

Residents and visitors regularly walk and bike through these areas and communicating temporary traffic routing will be important.

### **Construction Impacts**

Work on the roadway will likely coincide with the summer tourist and fishing season in Valdez. Coordination and effective communication will help to address these challenges. Access to the schools, hospital, and residential homes will need to be maintained.

### **Truck Traffic/Detours**

Partial road closures and appropriate construction phasing will allow residents and businesses continuous access through the corridor and adjacent side streets. If full closures are necessary for utility repairs detours will be in place to allow access.

### **Utility Impacts**

Connections to water and sewer utilities can be lifelines for residents and businesses. We will design temporary connections to reduce impacts while the contractor is replacing these utilities.

## **MEANS & METHODS TO PROVIDE UPDATES TO THE COMMUNITY**

LaQuita will prepare a detailed Public Involvement Plan (PIP) that will combine traditional and innovative methods, building on prior outreach (where effective) so all interested voices are heard and documented. Methods include:

### **Mailing & Email Lists**

DOWL will develop and maintain a mailing list of interested agencies, organizations, and individuals, including all residents, business owners, organizations, and property owners adjacent to the Phase 1 areas. This list will include both postal and email addresses to provide meeting and project milestone notices (printed flyers and door-hanger) to stakeholders.

### **Advertising**

Flyers and public meeting advertising will be distributed using the online version of the Valdez Star, Post Office, Valdez City Library, City Council, and Safeway. Door hangers will be distributed prior to public meetings and prior to construction.

### **Website & Interactive Map**

A website link will be set up on the City's website ([www.valdezak.gov](http://www.valdezak.gov)), which will contain background information, Phase IV, V, and VI project areas, schedule/timeline, meeting information, links and documents and contact information for the project team. In addition, the project team will use Social Pinpoint, an interactive mapping tool to engage stakeholders and gather input. The interactive map will be accessible via the City's website.

### **Social Media**

Morgan will work with the City's public information team to craft and schedule project-specific content for the City's Facebook page and Twitter feed. Social media advertising campaigns will be initiated in advance of the public open house meetings. Morgan is adept at using social media for public outreach, which has saved agencies money when stakeholders are in remote locations or have mobility challenges that make it difficult to attend open house meetings.

### **Public Participation**

The project team will host at least two meetings open to the public. The first meeting will be held during concept design activities. The second meeting will be held following design and evaluation and prior to anticipated construction.

PI will be ongoing throughout the design process. However, specific outreach will be conducted when the preliminary design is complete. Specifics of the PI effort will be finalized through consultation with the City.

### **COVID-19 Impacts**

Depending on state and local health mandates and social distancing guidelines, these meetings could be hosted on-line with a virtual host explaining the project and answering questions submitted online and over the phone. Since the pandemic has changed "business as usual," DOWL has been very successful in engaging community stakeholders via virtual and online public meetings.



Contract Manager

## Education

Bachelor of Science  
Environmental Engineering  
University of Florida

## Licenses

Professional Engineer:  
Alaska #11098-CE

Professional Hydrologist  
#09-H-1912

## Years of Experience

22

## Professional Affiliations

American Institute of  
Hydrology • American  
Society of Civil Engineers •  
Geoprofessional Business  
Association

## Professional Experience

Brad is a manager, licensed engineer, and hydrologist with over 20 years of experience in roadway, water, and planning projects. Brad's knowledge of Valdez, its people, and its engineering challenges make him an excellent choice to oversee the contract for this project. Also, his decade of involvement with Anchorage Tomorrow (Chairperson for 2 years) and experience with Road Bonds Yes in the Matanuska Susitna Borough give him insights into bond propositions and working with the public to educate them on the benefits.

## Project Experience

**Valdez Flood Mitigation, Valdez, Alaska.** DOWL developed gravel extraction plans to provide the City of Valdez guidance on sustainable river mining practices and locations for annual gravel mining operations in the Lowe River, Mineral Creek, and Glacier Stream. DOWL also has provided plans, specifications, and estimates to the City of Valdez for various revetment and dike extensions and upgrades. DOWL assisted in obtaining the necessary permits and coordinating with other stakeholder agencies. Brad is the project manager, and first point of contact, and often leads discussions of the flood task force.

**Akutan Harbor Access Road Engineering Design and Survey Services, Akutan, Alaska.** DOWL designed a new, two-mile road connecting Akutan with a U.S. Army Corps of Engineers-constructed boat harbor. After evaluating several alignments, a shoreline alignment was selected to improve constructability and cost effectiveness. The project schedule was aggressive, and successfully completed in 15 months. Brad prepared hydrologic and hydraulic report, computed fetch and scour computations, determined rock sizing for revetment along roadway, reviewed designs in the field, and performed field work.

**Bogard Road Extension East, Matanuska-Susitna Borough, Alaska.** DOWL provided environmental, public involvement, and engineering services to the Matanuska-Susitna Borough on this \$20 million project to provide an additional east-west arterial for traffic across the core area of the borough. Brad was the project manager responsible for maintaining the schedule and budget.

**Forest Highway 43 Road Improvements, Prince of Wales Island, Alaska.** DOWL prepared a civil alignment study in cooperation with a separate geotechnical task order for a 12-mile stretch of highway in southeast Alaska. Brad managed the design, coordinated the survey and field investigations, and prepared documentation. The project was surveyed and designed in just nine months.

**Sterling Highway: Milepost 157-169 Rehabilitation, Kenai Peninsula Borough, Alaska.** Brad was the project manager for this 12-mile federally funded project that rehabilitated the existing surface, replaced existing culverts with a new bridge, realigned and straightened curves, constructed passing and climbing lanes, improved intersections, and widened shoulders.





### Project Manager

## Education

Bachelor of Science  
Civil Engineering  
University of Alaska,  
Anchorage  
1999

## Licenses

2005/ATSSA Traffic  
Control Supervisor

#2000  
2000/Construction  
Documents Technologist

Alaska 2006/LEED AP

Alaska #10360-CE  
2001/Professional  
Engineer

## Years of Experience

26

## Professional Experience

Brad manages the Anchorage civil engineering group whose focus is on public and private sector site development projects. He has been the project manager/engineer on hundreds of projects throughout Alaska for clients that include the United States Army Corps of Engineers, United States Forest Service, National Park Service, University of Alaska System, Municipality of Anchorage, and numerous private sector Alaska development projects. Developments have included commercial site development, military housing, schools, libraries, stormwater management, utility design, roads, parking lots, highway rest areas, campgrounds, trails and trailheads, boat ramps, caretaker facilities, and maintenance facilities.

## Project Experience

**ECO Valdez Site Development, Valdez, Alaska.** Brad was the project manager on this project that included a warehouse/office building and a 12-lot residential subdivision of single-family houses. The development required design and construction of new roads, water and sewer utilities, storm drainage facilities, and lot grading. The 770 feet of new roadways, Keno Circle and Chilkat Circle, were designed to City of Valdez standards for local neighborhood roads including paving, curb and gutter, cul-de-sacs, and storm drainage. The project also included 950 feet of new water main including fire hydrants and 850 feet of new sewer main. The water and sewer mains were reviewed by the City of Valdez then permitted through the Alaska Department of Environmental Conservation. Water and sewer services were provided for each building. Design began in January 2017 and the first group of completed buildings were turned over to the owner in December 2017.

**Electron Drive and West Dowling Road, Anchorage, Alaska.** DOWL provided topography, geotechnical engineering, and civil road design for Electron Drive & West Dowling Road. The existing road was not constructed to municipal standards and required upgrade and realignment to provide access to Chugach Electric Association's new power generation plant (currently under construction) and other adjoining industrial properties. Work included design and permitting of the roadway (including wetlands permitting) as well as various utility relocations. Brad was the designer of record for this 1,200-foot roadway realignment.

**Dillingham Downtown Streets, Dillingham, Alaska.** The purpose of the Dillingham Downtown Streets Rehabilitation project was to realign and reconstruct three streets and associated pedestrian facilities of approximately 3,000 feet of Main Street, D Street, and 2nd Street in downtown Dillingham. DOWL provided civil engineering design, public involvement, utility relocation and conflict analysis, and ROW appraisal, acquisition, and relocation. This project included significant coordination with business access, local residence, pedestrian access, and ROW interests, as well as project challenges associated with constructing a modern road in a congested rural community. Brad led civil design on the project.



Quality Control Lead

## Education

Docks and Marinas  
University of Wisconsin  
2008

Bachelor of Science  
Civil Engineering  
University of Fairbanks  
1994

## Licenses

Alaska #9959  
1999/Professional  
Engineer

Alaska 2014/Nuclear  
Densometer Safety  
Training

## Years of Experience

26

## Professional Experience

Naomi is the Juneau office manager and transportation engineering manager. Her civil design experience includes subdivision, street, and road design with related site grading and commercial and retail site development, grading, drainage, sewer, and water utility design. Naomi has served as site civil engineering inspector on the installation of commercial facilities development on municipal street and utility construction, including retaining walls, and waterfront construction. She has a well-rounded background in practical design and construction methods and her direct communication style and friendly demeanor make her an effective team leader.

## Project Experience

**Valdez Pavement Management Phase II, Cottonwood Drive, Valdez, Alaska.** DOWL provided topographic survey, utility systems investigation, permitting, public outreach, conceptual design, and final design for Pavement Management Phase II. The project limits included Cottonwood Drive between Klutina Street and Copper Drive and included five cul-de-sacs adjacent to Cottonwood Drive. This is part of the Black Gold Subdivision and includes 74 lots and 4,600 linear feet of road improvements. Naomi was project manager on this project.

**Cordova City Streets Improvements, Cordova, Alaska.** The City of Cordova listed seven projects constituting 10,850 linear feet of reconstruction. DOWL was contracted to survey all the roads and design as many as possible within the \$2.2 million budget. Each project had different priorities for curb, gutter, and drainage improvements. Eventually, DOWL and the City decided to break the street package into two construction seasons. Design was tailored for a federal grant the City won for sections of the project. Naomi served as the project manager for this road improvement project.

**Captain William Henry Moore Bridge Replacement, Skagway, Alaska.** Our team developed the RCC Embankment option. The design includes a 75-foot-wide multi-plate arch to span the Captain William Moore Creek without interrupting flow. The arch will rest on foundations above ordinary high water and serve as form work for the RCC embankment. This approach enables construction without diverting the creek. A close look at the existing rock structure led us away from rock excavation on the north abutment for safety reasons and arch alignment adjustments were made early in the design process. This small adjustment reduced construction costs and eliminated safety concerns of working below an unstable rock mass. A stability analysis confirmed we could narrow the embankment footprint further reducing project costs. This project was completed last year. Naomi led the specialized design team and offered support during construction.

**Hoonah Dock and Fuel Site, Hoonah, Alaska.** Hoonah Trading Company/Wards Cove Packing Company hired DOWL for engineering and construction administration services to design a new marine fuel facility on the Hoonah waterfront. Services included planning, permitting, conceptual development, and design of the new Hoonah Trading Company Fuel Depot, which serves local and transient marine vessels. The work was followed by onsite construction inspection. Naomi served as the designer, project manager, and site inspector.



Project Engineer

## Education

Bachelor of Science  
Civil and Environmental  
Engineering  
Virginia Polytechnic  
Institute & State University  
2013

## Licenses

Alaska #133293  
2018/Professional  
Engineer

## Years of Experience

8

## Professional Experience

Nick is a part of DOWL's civil engineering team where his work encompasses site design, grading, utilities, and hydrology. His projects have ranged from less than one acre to 30+ acres in size and have included many different grading and stormwater control challenges. Nick has worked on projects across Alaska. This experience has given him a solid understanding of site and stormwater design challenges, allowing him to find cost-effective solutions that fit within the constraints of the land and protect environmentally sensitive areas.

## Project Experience

**ECO Valdez Site Development, Valdez, Alaska.** This project included a warehouse/office building and a 12-lot residential subdivision of single-family houses. The development required design and construction of new roads, water and sewer utilities, storm drainage facilities, and lot grading. The 770 feet of new roadways, Keno Circle and Chilkat Circle, were designed to City of Valdez standards for local neighborhood roads including paving, curb and gutter, cul-de-sacs, and storm drain. The project also included 950 feet of water main including fire hydrants and 850 feet of sewer main. The water and sewer mains were reviewed by the City of Valdez then permitted through the Alaska Department of Environmental Conservation. Water and sewer services were provided for each building. Design began in January 2017 and the first group of completed buildings were turned over to the owner in December 2017. Nick was the design engineer for the warehouse/office building and assisted with the subdivision design.

**Mallard Lane Design, Anchorage, Alaska.** DOWL designed and permitted the realignment and upgrades to existing Mallard Lane. Improvements included design and construction of approximately 600 feet of new road with street lighting and storm drain, and a new stop controlled intersection. Design services included construction documents, drainage design, storm water pollution prevention plan, bidding services, and construction support services. Nick was a design engineer on the project performing stormwater design and support during construction.

**Anchorage Solid Waste Transfer Station, Anchorage, Alaska.** The 2018 SWS Integrated Solid Waste Master Plan identified the need for a new Central Transfer Station. Citing improvements to safety, customer service, efficiency, and materials management, the Master Plan recommended to build a new facility that will better meet the needs of Anchorage today and long into the future. Nick led the design effort for the Central Transfer Station campus, which included site layout and grading, water and sewer utility design, permitting, storm water modeling and layout, and support during construction.

**Eklutna Site 4 Disposal, Eagle River, Alaska.** Nick did the design and calculations for the project including the site layout and grading, and performing the hydrologic calculations for treatment, storage, and infiltration of snow melt runoff. He also wrote the final drainage analysis.



Utilities/Permitting

## Education

University of Alaska,  
Anchorage:  
M.S. Project Mgmt./2019  
M.S. Civil  
Engineering/2019  
B.S. Civil  
Engineering/2007

## License

Alaska #12965 2011/P.E.

## Certifications

Project Management  
Institute 2018/Project  
Management Professional

Alaska #1134  
2012/Certified Inspector  
of Sediment Erosion  
Control

## Years of Experience

14

## Professional Experience

Irene has led multiple design projects as the project engineer and lead design engineer. Her expertise lies in working with transportation design, preparing estimates, and writing specifications for city and state projects. In addition to her role as a transportation engineer, Irene has coordinated with local utility companies in support of advanced utility relocations and prepared utility conflict reports (UCRs) and relocation agreements. Irene's strengths include proficiency in communication and facilitating information between the design team and project stakeholders.

## Project Experience

**Valdez Pavement Management Phase II, Cottonwood Drive, Valdez, Alaska.** DOWL provided topographic survey, utility systems investigation, permitting, public outreach, conceptual design, and final design for Pavement Management Phase II. The project limits included Cottonwood Drive between Klutina Street and Copper Drive and included five cul-de-sacs adjacent to Cottonwood Drive. This is part of the Black Gold Subdivision and includes 74 lots and 4,600 linear feet of road improvements. Irene was one of the project engineers on the project.

**November 2018 Earthquake Repairs, Anchorage, Alaska.** As the project engineer in coordination with the prime consultant, Irene is working with the DOWL team to monitor, identify, and design repairs needed to address the damage caused by the November 2018 earthquake. Site repairs her team is currently designing span from the Kenai Peninsula north to the Mat-Su Borough and involve straightforward designs such as pavement replacement to more complicated full dig-outs and large diameter culvert replacements.

**Seward Highway Milepost 105-107 Windy Corner, Anchorage, Alaska.** As the lead design engineer and utility coordinator, Irene is working with the team to design the realignment and reconstruction of the Seward Highway as a divided two-lane highway with safety improvements. She has been coordinating with several subconsultants for the project and facilitating information from the design team and keeping in constant communication throughout the design process.

**Haines Highway Reconstruction, Phase 1, Haines, Alaska.** As the project engineer, Irene led a multidisciplinary design team for the reconstruction of approximately 12 miles of road including utility relocations, fish passage culverts, stream mitigation, debris flow structures, rock blasting, roadway realignments, and scenic parking areas.

**Aleutian Homes Phase IV Construction Management Services, Kodiak, Alaska.** Irene worked closely with the client, contractor, and design team to monitor and inspect construction activities. Her responsibilities included monitoring the installation of water, sewer, and storm drain lines, as well as field locates for services from adjacent properties. Irene coordinated construction questions between the client, contractor, property owners, and local utility companies, as well as detailed inspection reports, test results, photo logs, and plan-sheet markups. During project closeout she field located and created maps for newly installed water and sewer service lines to adjacent homes.





Water/Sewer Engineer

## Education

Bachelor of Science  
Civil Engineering  
Montana State University  
2013

## Licenses

Alaska #CE-156282  
2020/Professional  
Engineer

Montana #PEL-PE-LIC-  
51155 2017/Professional  
Engineer

## Years of Experience

9

## Training

Confined Space

## Professional Experience

Chris brings nine years of experience in water and wastewater, which includes the planning, analysis, and design of municipal and rural water and sewer systems. Chris's specialty is pumps and pipes, and he has focused on municipal sewer collection systems and water transmission mains for the past few years. He is currently expanding his scope of practice to transportation and aviation projects. In addition to design work, he has authored preliminary engineering reports, technical memoranda, master plan documents, technical specifications, estimates, and contract documents. Chris is experienced in construction administration, inspection, and approaches all his design projects with a constructability mindset at the forefront. Since joining DOWL, he has worked with the water and wastewater utilities group extensively on Alaska community water systems and developing an experience base on a variety of urban transportation projects.

## Project Experience

**Old Steese Rd. Utility Relocations, Fairbanks, Alaska.** Chris is the lead utility project engineer responsible for the relocation of water, sewer, and storm utilities where conflicts with the new road design require updates in this ongoing project.

**Sitka Airport Utilities Relocation, Sitka, Alaska.** Chris is the lead project engineer responsible for coordination of the design team and interface with the City and Borough of Sitka for this ongoing project to replace 2,500 linear feet of water and sewer mains, and a wastewater lift station.

**Schoenbar Road Water and Sewer Improvements, Ketchikan, Alaska.** Chris was the lead project engineer responsible for the coordination of storm, road, and utility design. Chris worked closely with Ketchikan Public Works and Ketchikan Public Utilities to coordinate design of new road, sidewalks, driveways, pedestrian bridge, and utilities through the highly congested corridor.

**Outer Drive & West Juneau Pump Stations Improvements, Juneau, Alaska.** Chris is the lead project engineer responsible for the planning, technical design, and coordination of sub-discipline for this complex wastewater pump station rehabilitation project. Chris is working closing with City and Borough of Juneau engineering, and collection system operators to achieve desirable solutions without over-complicating the legacy structures.

**Channel Drive Vista Sewer Pump Stations Upgrades, Juneau, Alaska.** Chris was the lead project engineer responsible for the sizing, technical design, and coordination of sub disciplines for this wastewater pump stations replacement project.

**Homer Raw Water Transmission Main Replacement, Homer, Alaska.** Chris was the lead project engineer responsible for the technical design, and coordination of subconsultant disciplines for 4,000 linear foot 12-inch transmission main replacement and pump station upgrade.

**Ketchikan Raw Water Transmission Main Replacement, Ketchikan, Alaska.** Chris played a lead role in the planning, technical design, and coordination with Ketchikan Public Utilities for this critical 42-inch transmission main replacement.



**Geotech/Pavement  
Designer**

## Education

Bachelor of Science  
Geological Engineering  
Colorado School of Mines

Master of Science  
Geotechnics  
Missouri University of  
Science and Technology

## Licenses

First Aid CPR AED

MSHA: Alaska #032549

Professional Engineer:  
Alaska #12636  
Colorado #40723  
Washington #44483  
Arizona #63497

Wilderness and Remote  
First Aid #GT5U7S

First Aid CPR AED: Alaska  
#GVWTOE

## Years of Experience

20

## Professional Experience

Jeremiah has extensive experience leading projects related to transportation, infrastructure, land development, mining, and oil and gas. Jeremiah has expertise in geotechnical engineering, arctic ground conditions, rock and soil mechanics, engineering geology, software modeling (including SLIDE, Settle3D, and Phase2), construction materials field and laboratory testing, and project management.

## Project Experience

**Haines Highway MP3.5 to MP25.3, Haines, Alaska.** DOWL provided environmental documentation for the Haines Highway project. The project dealt with wetland and fisheries effects, wildlife habitat issues, cultural resources, and many other sensitive environmental resources. Jeremiah evaluated rock slopes using DIPS, WEDGE, and RocToppo software and provided geotechnical engineering recommendations for approximately 26 rock cut slopes up to 110 feet high with rock stabilization.

**Meadow Street Reconstruction, Anchorage, Alaska.** Jeremiah managed a geotechnical site investigation and prepared geotechnical engineering recommendations for this project, which included drainage and an insulated road section.

**Angoon Road Projects, Angoon, Alaska.** Jeremiah managed two preliminary geotechnical site investigations and design recommendations for three miles of proposed road in the remote village of Angoon. Recommendations included identifying suitable quarry sites, mapping deep peat areas, and typical road sections.

**King Cove Access Road, Cold Bay, Alaska.** Jeremiah performed a geotechnical site investigation along the proposed beach-side road and for several material resource-borrow sites. Boreholes along the beach were inclined 45 degrees and used a casing-advanced underreamer ODEX-type drilling system.

**Manokotak Heights Road, Alaska.** Jeremiah performed a field evaluation of the current condition of Manokotak Heights Road and potential material resource sites. This was a Federal Highway Administration (FHWA) project and the evaluation, sampling, and report followed FHWA guidelines.

**31 Road Intersection Improvements, Grand Junction, Colorado.** DOWL developed the final road design and provided construction-ready plans and specifications for this intersection improvement project. This intersection had been identified as a dangerous section of roadway that carries heavy truck traffic and services the County Landfill and Composting Facility. Improvements included laying back the slope of the roadcuts, lowering the roadway elevation, and widening the intersection to accommodate acceleration and deceleration lanes. Jeremiah was the lead geotechnical engineer, providing slope stability analyses and soil strength parameters for road, retaining wall, and slope grading design, as well as specific site development considerations for the road improvements.



Survey Manager

## Education

Bachelor of Science  
Civil Engineering  
University of Alaska  
Anchorage  
2004

## Licenses

Alaska #12041  
2008/Professional Land  
Surveyor

Alaska #1509  
2011/Certified Federal  
Surveyor

Alaska #223 2020/MSHA

UAV Pilot License

## Years of Experience

20

## Professional Experience

Willie is DOWL's land survey sub-practice area leader. He oversees all the management, staffing, training, and equipment purchases for the group. He joined DOWL in 2000 as a crew surveyor while attaining his bachelor's degree in civil engineering and has since obtained his professional land surveyor registration, and his certification as a federal surveyor. He has traveled throughout Alaska performing surveys for municipal governments, local entities, and state agencies, and has worked on numerous contracts with the United States Army Corps of Engineers and State of Alaska Department of Transportation and Public Facilities, amongst other clients.

## Project Experience

**Valdez Pavement Management Phase II, Cottonwood Drive, Valdez, Alaska.** DOWL provided topographic survey, utility systems investigation, permitting, public outreach, conceptual design, and final design for Pavement Management Phase II. The project limits included Cottonwood Drive between Klutina Street and Copper Drive and included five cul-de-sacs adjacent to Cottonwood Drive. This is part of the Black Gold Subdivision and includes 74 lots and 4,600 linear feet of road improvements. Willie was the survey manager on the project.

**South Central Firing Range, Chugiak, Alaska.** The Municipality of Anchorage contracted DOWL to provide planning, platting, 100% design and construction documents, bidding, and construction administration support services for a new law enforcement shooting range in the Birchwood area of Chugiak. The 34-acre subdivision involved many similar functions anticipated under this contract. This project required retracing original Bureau of Land Management surveys, Alaska Native Claims Settlement Act surveyed lands, and private subdivision lands.

**Dan Creek placer Mine, McCarthy, Alaska.** Willie performed a boundary retracement and Record of Survey for a remote Mineral Survey near McCarthy Alaska. Willie successfully searched for evidence of Wood posts set over 100 years ago, and boundaries not visited in decades. This remote survey required flying into the remote site staying in a dry cabin and working around both National Park Service boundaries, and an active Mine site. Willie completed this project under budget and ahead of schedule for Bill Ericksmoen of Dan Creek Placer Mining.

**Eagle River Traffic Mitigation, Eagle River, Alaska.** Under contract with the Municipality of Anchorage, DOWL is providing Right-of-Way mapping, design surveying and utilities surveys to support our in-house design of traffic alternatives. The project includes a dense highly utilized traffic corridor in a commercial and residential mixed area. Our survey team, led by Willie, has provided the surveying data required for the study and design of alternatives.



Civil & Construction  
Engineer

## Education

Bachelor of Science  
Civil Engineering  
South Dakota School of  
Mines and Technology

## Licenses

Professional Engineer:  
Alaska #12961

Certified Inspector of  
Sediment Erosion Control:  
Alaska #1315

ATSSA Traffic Control  
Supervisor: Alaska  
#401215

## Years of Experience

14

## Professional Experience

Eric has been with DOWL for 14 years, and before that he worked in residential and commercial construction contractor for seven years. During his time with DOWL, he has focused on design and construction oversight of infrastructure and transportation projects across Alaska - from Ketchikan and Wrangell to Nome and Valdez. Eric is a strong communicator and is extremely organized which all make him excel in his role at DOWL. Eric's strong working knowledge of construction and his technical background as an engineer give him the edge for construction phase services and will serve the City of Valdez extremely well to support their construction projects.

## Project Experience

### ***Valdez Pavement Management Phase II, Cottonwood Dr., Valdez, Alaska***

From the preconstruction meeting through completion, Eric led CA and inspection of this road and utility construction project for the City of Valdez. As the construction project manager, Eric led the CA efforts by managing the services DOWL provided to the project and confirming DOWL fulfilled our obligation to the City. This project replaced a 40-year-old infrastructure by upgrading over a half mile of new storm drain systems, 1,000-cubic-yards of concrete (curb and sidewalk), and ~2,500-tons of asphalt. Additional upgrades to underground utilities, above ground lighting, and pedestrian and vehicle traffic signage/markings were also completed.

***2016 City Streets Improvements, Valdez, Alaska.*** DOWL was hired by the City of Valdez to administer this construction project and provide on-site inspection and materials testing. As project manager, Eric worked closely with DOWL's on-site inspector and the City of Valdez to effectively manage this project and enforce the contract documents. There was an above-average amount of change (requests for information, change orders, etc.) on this project during construction. Eric led the team to proactively manage changes for a successful completion.

***Lowe River Dike Repairs, Valdez, Alaska.*** DOWL assisted the City in the preparing of plans, specifications, estimate, permitting, SWPPP documents, and construction inspection for approximately 500 feet of dike renovation along the Lowe River. Eric was on-site for approximately one week during construction. In addition to enforcing the contract documents, Eric worked with the ADF&G for modifications to permits during construction. Having an on-site representative helped make sure the project was built per the contract documents and expedited permit changes to avoid schedule delays and potential claims.

***Aleutian Homes Utility Improvement Projects, Phases II, III, IV, V-A, V-B, and VI, Kodiak, Alaska.*** This multi-year construction project focused on upgrading deteriorating utilities in a residential subdivision in Kodiak. Eric supported these projects as quality control reviewer and construction management services lead. Eric reviewed temporary water plans, temporary sewer plans, traffic control plans, submittals, requests for information, and other construction questions to promote compliance with the contract documents. He spent months on-site in Kodiak as a project engineer/field inspector during construction. In addition, he provided construction coordination with local utility companies.





Public Involvement Lead

## Education

Bachelor of Science  
Civil Engineering  
University of Nevada, Las Vegas • 1999

## Licenses

Alaska #11124-CE  
2004/Professional  
Engineer

Alaska 2007/LEED AP

## Years of Experience

22

## Professional Affiliations

Alaska Engineering  
Education Foundation  
(Board Member) •  
American Planning  
Association • American  
Society of Civil Engineers •  
MatSu Transportation  
Advisory Board • Society of  
Women Engineers •

## Professional Experience

LaQuita is a civil engineer with 22 years of experience as a planner and civil engineer in Alaska. LaQuita has a unique set of skills that sets her apart from most planners; she not only can implement the community outreach aspect of the project, she understand the technical components of the project. This allows her to approach projects on a global scale while considering the engineering details that assist in developing solutions that take into consideration the community input and meet the project goals. Her work includes public involvement, planning, code analysis and feasibility studies, site grading and drainage, water and wastewater systems, roadway design, and permitting for municipal, commercial, and military facilities.

## Project Experience

**Anchorage Solid Waste Transfer Station, Anchorage, Alaska.** The 2018 SWS Integrated Solid Waste Master Plan identified the need for a new Central Transfer Station. LaQuita is the land use planning lead for this project and is responsible for the entitlement process and community outreach. LaQuita has worked closely SWS staff to provide a brand for the project, which includes consistent formatting for presentation, reports, and project messaging. LaQuita was responsible for presenting the project monthly project updates to the Abbott Loop and Taku/Campbell Community Councils and before the Urban Design Commission and Planning and Zoning Commission. She also led meetings with the adjacent property owners to further answer their questions about the project and concerns about impacts to their businesses.

**Chugach Way Area Transportation Elements, Anchorage, Alaska.** LaQuita was the project manager for this project. The goal was to determine a multi-modal transportation alternative that would support the current and future development in the area. LaQuita was responsible for managing the team to gather and summarize all existing information related to the corridor. This includes traffic data, comprehensive plans, and studies that included the corridor, land uses, current and future development, environmental considerations, and other available data. She is also responsible for overseeing the traffic and alternatives analysis. Community outreach is a key element for this project since there are several large landholders in the area along with numerous residents and an active community council. LaQuita worked with her team to obtain input from the community through virtual open house forums, updates to the community council, and a survey.

**LaMex Parking Variance, Anchorage, Alaska.** LaQuita was the project manager for the planning services for the redevelopment of LaMex, located in the heart of the commercial district of Spenard. She was responsible for seeking a variance from the parking requirements to allow the redevelopment of LaMex into a food hall. She was also responsible for developing a site plan for the parking that maximized parking while considering Title 21 requirements, site circulation, and pedestrian connectivity. This required garnering the support of the Spenard Community Council and Municipality of Anchorage reviewers. LaQuita presented the variance request to the Spenard Community Council and the Urban Design Commission to obtain approval.



## **DAVIN BLUBAUGH, P.E., LEED AP**

### **Senior Electrical Engineer**

Davin brings nine years of electrical design and construction experience with nine years at RSA. He has provided detailed design services for numerous projects which include fish processing plants, remote power plants, remote lodges, residential, and infrastructure services. His responsibilities include system conception, layout, code compliance, design analysis, technical specifications, equipment sizing and selection for these projects, as well as site inspections. Prior to joining RSA, Davin spent six years working in the construction industry as an electrical field engineer on heavy-industrial type facilities, which is his primary area of expertise. His time spent in construction has allowed him to apply practical experiences and first-hand knowledge when it comes to designing the electrical systems for various projects.

#### **REGISTRATION**

EE-13893, Alaska  
6201067184, Michigan

#### **EDUCATION**

B.S. Electrical  
Engineering, Michigan  
Technological University,  
2006  
Emphasis on Power  
Generation, Transmission  
and Distribution

#### **REFERENCES**

Doug Helem  
Lead Project Manager  
Sitka Electric  
907-747-8887  
doug@sitkaelectric.com

Nate Duval  
Capital Facilities Director  
City of Valdez, Capital  
Facilities  
907-835-5478  
NDuval@valdezak.gov

Kevin Barry  
Project Manager  
Silver Bay Seafoods  
907-885-3751  
kevin.barry  
@silverbayseafoods.com

#### **EXPERIENCE**

##### **Valdez Pavement Management Phase II**

Davin provided lighting design services for this contract as a sub-contractor to DOWL. Contract included pavement, curb, gutter, walkway, drainage, fire water, and lighting improvements along various streets in Valdez. Davin's design services include new LED fixtures and poles within the area of work, new electrical services, and underground power distribution to power the streetlights, photocell controllers for automatic or manual control of new lighting, and coordination with the various utility companies in the project area.

##### **Valdez Fire Station Replacement**

Davin provided electrical design services and construction administration services for the new Fire Station. Davin's design included coordination with local utilities for electrical and telecommunications services, electrical distribution, lighting, telecommunications, fire detection and alarm system, and a fire alerting system.

##### **Valdez Clinic Generator Addition**

Davin is finalizing construction services for this project, which included adding a new diesel generator to provide standby power to the existing Clinic in Valdez. Davin's electrical design included sizing the generator to carry the full load of the clinic, a new automatic transfer switch, and a new automatic load bank permanently connected to the generator to allow for routing tests and generator base loading.

##### **Valdez Container Terminal and Small Boat Harbor LED Lighting Upgrades**

Davin provided electrical design and construction administration services to replace high mast fixtures with new LED fixtures. Lighting calculations were performed to ensure the existing high mast poles could be reused for ultimate cost savings. Nearly 150 fixtures on 20 existing high mast poles were successfully replaced to provide even illumination throughout the sites and reduced energy consumption.

##### **City of Valdez Airport West End AHU Replacement**

Davin worked with the City to replace the air handling unit (AHU) serving the west end of the airport. Care was taken during the design to ensure that the replacement unit could be installed without damaging the existing intake, supply, and return air systems. Electrical scope was limited to mechanical support to disconnect equipment to be demolished and provide new electrical connections to the new mechanical equipment.



Years of Experience: 21



#### Education

BS, Civil Engineering,  
University of Wyoming  
MBA Business  
Administration, Alaska  
Pacific University



#### Professional Licenses

AK, Civil, #11532



#### Professional/Community Activities

American Society of Civil  
Engineers  
Pacific Northwest Chapter  
NASTT  
Published Author and  
Presenter on Trenchless  
Technologies and  
Rehabilitation

#### Professional Experience

Brian brings more than 20 years of civil engineering experience working on condition assessment, design, and construction management projects. He has more than 350,000 feet of water, stormwater, sewer, and conduit piping experience for more than 75 projects around Alaska. Brian will provide trenchless evaluations and recommendations using condition assessment and design of existing and new buried utilities. He has extensive experience implementing trenchless solutions, helping clients realize the cost and construction impacts of trenchless alternatives where applicable instead of traditional open cut installation methods.

#### Project Experience

##### Eareckson Water Distribution | Eareckson Air Station, AK

Brian served as civil engineer and project manager on this project to use pipe bursting on the existing 6 and 8-inch asbestos cement and cast-iron pipe on one half of the water system on a remote western Alaska Island. The project consists of development of construction documents to allow for replacement of 29,000 feet of water pipe. The site has multiple utility crossings; parallel utilities were evaluated for potential damage due to bursting, along with construction staging areas and contaminated soils impacts.

##### AWWU CCTV Inspections 2021 | Anchorage, AK

Brian was the project manager and senior civil engineer of more than 41,000 feet of sanitary sewer condition assessment for AWWU in midtown Anchorage. The project including reviewing and evaluating existing pipe conditions of concrete, ductile iron, PVC, and asbestos cement pipe. The project was completed in less than two months and identified critical segments of pipe requiring immediate repairs.

##### City of Homer Sanitary Sewer Upgrades | Homer, AK

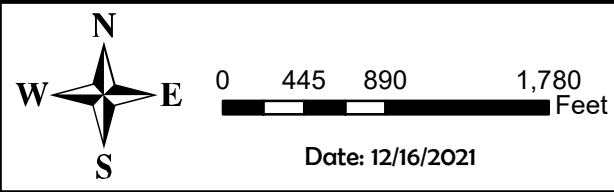
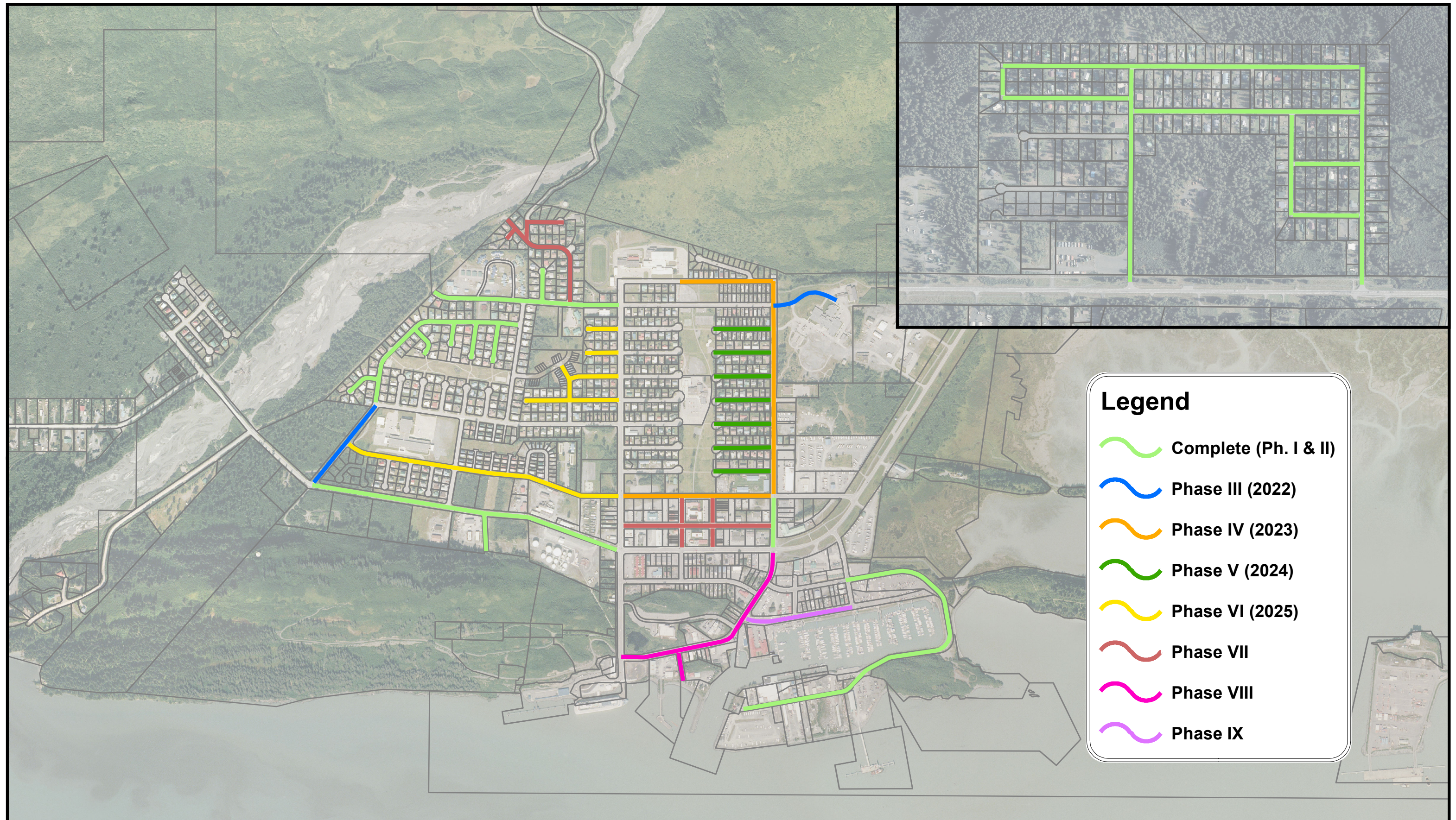
Brian was responsible for preparing a design-build project to inspect and upgrade sanitary sewer lines. The construction work included a CCTV inspection of 34,000 feet of sewer main. Brian reviewed the CCTV data and made recommendations to upgrade 13,000 of the sewer system using CIPP trenchless lining methods.

#### Experience Overview

TYPE OF WORK	FOOTAGE	# of PROJECTS
Condition Assessment	322,400	77
CIPP (Sewer)	74,100	22
CIPP (Water)	32,200	8
Pipe Bursting	38,000	11
Sliplining	20,300	7
HDD	15,400	12







## Street Paving Plan Updated for 2022

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.





## Legislation Text

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**File #:** 22-0136, **Version:** 1

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**ITEM TITLE:**

Approval of Contract Award with Rainbow Builders, INC for the Hermon Hutchens Elementary School Flooring and Phased Renovations - Phase I Project in the amount of \$376,495.00

**SUBMITTED BY:** Lindy Vititow, Capital Facilities Project Manager II

**FISCAL NOTES:**

Expenditure Required: \$376,495.00

Unencumbered Balance: \$425,000

Funding Source: 350-0310-55000.2104

**RECOMMENDATION:**

Approval of Contract Award with Rainbow Builders, INC for the Hermon Hutchens Elementary School Flooring and Phased Renovations - Phase I Project in the amount of \$376,495.00

**SUMMARY STATEMENT:**

**Project Description:** Demolition of existing flooring and installation of new cast underlayment, new moisture vapor mitigation system, and new flooring as outlined in "Hermon Hutchens Elementary School Flooring and Phased Renovations - Phase I" construction documents and specifications.

Phase I work includes: Replacement of 5,012 square feet of flooring in the cafeteria, 2,877 square feet of flooring in three wet areas, and 240 square feet of flooring located in two entry vestibule areas.

**Construction Schedule:** No contractor work on site may commence before June 6, 2022 and all work shall be completed in accordance with the contract documents by August 5, 2022.

**Liquidated Damages:** \$1,000.00 per day

**Bidding:** A total of four bids were received. The responsive bidders were Rainbow Builders, INC, Build Alaska General, and Wolverine Summit JV. The fourth bidder, Eastside Carpet Company, LLC, was deemed non-responsive. The bidding period was 27 days and advertised per Alaska Department of Education policy.

**Architect's Estimate:** Total construction under \$600,000.00

# Summary of Proposals Received

Hermon Hutchens Elementary School  
Flooring and Phased Renovations

Project: Phase 1

Contract No.: 1877

Project No.: 21-350-2104

Bid Opening - March 7, 2022 at 2:00 PM

		Rainbow Builders, Inc		Build Alaska General		Wolverine Summit JV		Eastside Carpet Co LLC	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension	Price	Extension
<b>Bid Schedule Page 1 of 2</b>									
1 Mobilization and Demobilization - LS	1.0000	\$5,000.00	\$5,000.00	\$39,876.00	\$39,876.00	\$30,000.00	\$30,000.00	\$21,725.00	\$21,725.00
2 All Work and Materials per Construction Documents and Specifications - LS	1.0000	\$353,995.00	\$353,995.00	\$316,600.00	\$316,600.00	\$337,000.00	\$337,000.00	\$419,688.00	\$419,688.00
3 Submittals, Shop & Record drawings, O&M Manuals, and close-out punchlist - LS	1.0000	\$2,500.00	\$2,500.00	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
4 Owner's Construction Contingency Allowance - LS	1.0000	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
<b>**PLEASE NOTE** The following unit pricing is required for bids to be accepted. These additional unit prices are for quantities beyond base bid amount.</b>									
ADD 1 Cast Underlayment, Preparation, and Installation (up to 1/4" thickness) - SF	1.0000	\$5.00	\$5.00	\$4.25	\$4.25	\$3.25	\$3.25	\$3.50	\$3.25
ADD 2 Moisture Vapor Mitigation System, Preparation, and Installation - SF	1.0000	\$4.00	\$4.00	\$4.30	\$4.30	\$3.30	\$3.30	\$3.25	\$3.50
<b>6 Items</b>	<b>Totals</b>		\$376,495.00		\$384,976.00		\$392,000.00		\$461,413.00

The bid totals are subject to correction after the bids have been completely reviewed.

Totals have been reviewed

Totals have been corrected



I hereby certify that the above is a true and correct summary of proposals received.

*Lindy Vitale*

Project Manager

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1

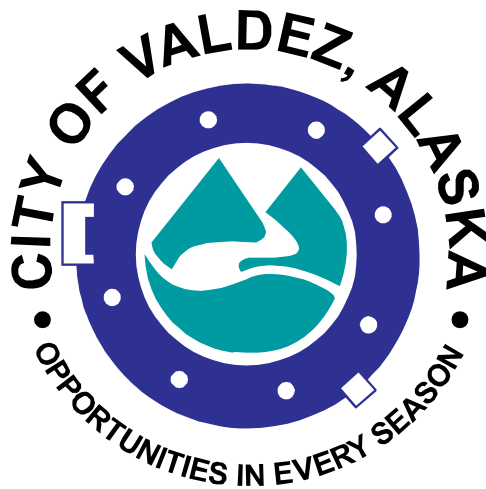
Project Number: 21-350-2104

Contract Number: 1877

Cost Code: 350-0310-55000.2104

Issued for Construction

Date: February 9, 2022



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

Project Manager:  
Lindy Vititow

Construction Plan Set Completed By:  
**BDS Architects**  
**3330 C St, Suite 200**  
**Anchorage, AK 99503**





**City of Valdez  
Contract Documents**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-250-2104 / Contract Number: 1877**

Table of Contents

Invitation to Bid_____	3
Instructions to Bidders_____	5
Addendum Acknowledgement_____	10
Bid Schedule_____	11
Bid Bond_____	13
Agreement_____	14
Acknowledgement_____	16
Non-Collusion Affidavit_____	17
Performance Bond_____	18
Labor and Material Payment Bond_____	20
Contractor Certificate of Substantial Completion_____	22
Contract Release_____	23
Special Provisions_____	25
Modifications and Additions to the Standard Specifications_____	31
Minimum Prevailing Wage Rates_____	32
Addendums XX (if applicable)_____	Attached
Drawings and Specifications Titled “ <u>Hermon Hutchens Elementary School Flooring and Phased Renovations – Phase I</u> ” dated 01-14-2022_____	Attached
HHES Hazardous Materials Flooring Samples and Locations _____	Attached



**City of Valdez  
Invitation to Bid**

**Date: February 9, 2022**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

This project includes, but is not necessarily limited to:

**Demolition of existing flooring and installation of new cast underlayment, new moisture vapor mitigation system, and new flooring as outlined in “Hermon Hutchens Elementary School Flooring and Phased Renovations- Phase I” construction documents and specifications.**

Architect’s Estimate for construction under \$ 600,000.00.

Sealed bids will be accepted electronically until 2:00 PM local time on March 7, 2022, at [www.bidexpress.com](http://www.bidexpress.com). The bids will be publicly opened and read at that time.

A non-mandatory but highly encouraged pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on February 22, 2022 at 2:00 PM. A GoTo Meeting Link and Call-In information is listed below for those who choose to attend the pre-bid meeting remotely.

<https://meet.goto.com/161472405>

You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (669) 224-3412  
- One-touch: <tel:+16692243412,,161472405#>

Access Code: 161-472-405

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 solicitation page at [www.bidexpress.com](http://www.bidexpress.com). Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

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

For bids in excess of \$100,000, Payment and Performance Bonds in the amount of 100% of the contract amount are 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 as required by AS 36.05.070.

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

The City of Valdez encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

Solicitation of bids, award of bid, bid protest of qualified bidders and award of contract will be conducted in accordance with 04 AAC 31.080. Bid protests may be filed within 10 days after notice of Intent to Award is issued.

The City of Valdez “Standard Specifications and Standard Details” shall be used. An electronic copy is available from the City of Valdez website at [www.valdezak.gov](http://www.valdezak.gov) under “standards and specifications” located on the “quick links” portion of the Capital Facilities Department page.

Advertising Dates: Anchorage Daily News

February 13, 2022  
February 20, 2022  
February 27, 2022

Bid Express:

February 9, 2022 – March 7, 2022



## **City of Valdez Instructions to Bidders**

### **Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1 Project Number: 21-350-2104 / Contract Number: 1877**

#### **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 must be submitted electronically through Bid Express at [www.bidexpress.com](http://www.bidexpress.com). Hard copy or paper submissions will not be accepted.**

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the [FAQs](#) page regarding electronic bid bonds (bottom of the page in the link).

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at [support@bidexpress.com](mailto:support@bidexpress.com)

### 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.

**Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.**

**Please note: Deadline for all questions pertaining to this bid is February, 25, 2022 by 4:00 PM (AK Time).**



## **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. Addendum Acknowledgement 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. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- G. Original signature pages (last page of bid schedule and bid bond)
- H. Certificate of good standing for a Corporation or LLC
- I. City of Valdez Business Registration
- J. Executed W-9 Form
- K. Proof of application for City of Valdez building permit submitted to the Planning Department.

## **9. Bonding Requirements**

### **A. Bid Security**

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

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

The Bid Security or Bid Bond shall be issued for five percent (5%) of the bid amount. Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder



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

#### B. Contract Payment Bond

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

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

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

#### C. Contract Performance Bond

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

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

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must 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. Protests**

Any protest of the bids or award must be filed by the aggrieved bidder with the Owner, in writing, within ten (10) calendar days of the Notice of Intent to Award requesting a hearing for a determination and award of the contract in accordance with the law. The final decision regarding any protest will rest solely and completely with the Owner.

## **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 February 22, 2022, at 2:00 PM (Alaska Time) at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska. (See page 3 of the Invitation to Bid – for remote attendance link and call-in information for Pre-Bid Meeting).

## **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: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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 _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

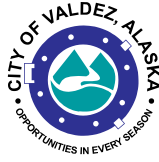
\_\_\_\_\_  
Signature



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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

<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	Lump Sum	N/A	
2	All Work and Materials per Construction Documents and Specifications	All Req'd	Lump Sum	N/A	
3	Submittals, Shop & Record drawings, O&M Manuals, and close-out punchlist	All Req'd	Lump Sum	N/A	
4	Owner's Construction Contingency Allowance	All Req'd	Lump Sum	\$15,000	\$15,000
<b>BASE BID</b>	<b>TOTAL BASE BID for Line Items 1-4 Above</b>	<b>All Req'd Line Items 1-4 Above</b>	<b>Lump Sum</b>	<b>N/A</b>	
PLEASE NOTE	The Following Unit Pricing Below is Required for Bids to be Accepted. These additional unit prices are for quantities beyond base bid amount.	N/A	N/A	N/A	N/A
ADD 1	Cast Underlayment, Preparation, and Installation	1 (Up to 1/4" Thickness)	SQUARE FT		N/A
ADD 2	Moisture Vapor Mitigation System, Preparation, and Installation	1	SQUARE FT		N/A



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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

Total Base Bid Amount:

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

(\$ \_\_\_\_\_)

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022

BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

CORPORATE SEAL

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

ATTEST:

\_\_\_\_\_  
Signature of Corporate Sec.

\_\_\_\_\_  
Print Name



**City of Valdez  
Bid Bond**

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

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

as Principal, hereinafter called the Principal, and

(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

Dollars (\$ \_\_\_\_\_),

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: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

**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 \_\_\_\_\_ day or \_\_\_\_\_, 202\_\_\_\_\_

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

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

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

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

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

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



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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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This agreement is made \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and (**Contractor**) doing business as an individual, partnership, a corporation (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

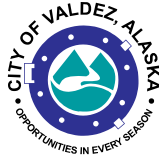
**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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: \_\_\_\_\_ **dollars and \_\_\_\_\_ cents (\$XXX,XXX).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the Contract Documents and addendums by August 5, 2022. Said Contract Documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of One Thousand Dollars (\$ 1,000.00) 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: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

---

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.

**Contractor**

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sharon Scheidt, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Attested:**

\_\_\_\_\_  
Date

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

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

**Recommended:**

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

\_\_\_\_\_  
Mark Dettner, 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



# City of Valdez Corporate Acknowledgement

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

(To be filled in when Contract is executed in behalf of Corporation)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Officer)

(Title of Officer)

(Name of Corporation)

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

Notary Public

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

# City of Valdez Non-Collusion Affidavit

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

(to be executed prior to award)

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

I, \_\_\_\_\_, of \_\_\_\_\_, being duly sworn, do depose and state:

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:

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

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.

Signature \_\_\_\_\_

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

Notary Public

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



**City of Valdez  
Performance Bond**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

**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: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

in accordance with Drawings and Specifications prepared by

**BDS Architects  
3330 C St, Suite 200  
Anchorage, AK 99503**

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



**City of Valdez  
Performance Bond**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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

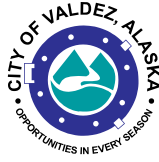
\_\_\_\_\_  
(Principal) (Seal)

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

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

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

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



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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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

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

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

**WHEREAS,**

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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

in accordance with Drawings and Specifications prepared by

**BDS Architects  
3330 C St, Suite 200  
Anchorage, AK 99503**

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



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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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 \_\_\_\_\_, 2022

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

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

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

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

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

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

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

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



**City of Valdez  
Contractor Certificate of Substantial Completion**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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,\_\_\_\_\_, 202\_\_.

CONTRACTOR

CITY OF VALDEZ, OWNER

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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





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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

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.

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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

### **SP 01 General Statement**

The Special Provisions set forth conditions and requirements unique to this Project 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:

Demolition of existing flooring and installation of new cast underlayment, new moisture vapor mitigation system, and new flooring as outlined in “Hermon Hutchens Elementary School Flooring and Phased Renovations- Phase I” construction documents and specifications.

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

**PLEASE NOTE: No work on site may commence before June 6, 2022.**

All work shall be completed in accordance with the Contract Documents by **August 5, 2022.**

Liquidated damages will be assessed in the sum of One Thousand dollars (\$1,000.00) for each calendar day after the completion date during which the Project remains incomplete.

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

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

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

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



contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Staging area will be provided on site and must be coordinated with the Project Manager.

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

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

Existing materials for Phase 1 work were tested by EHS for hazardous containing materials. **No existing materials for Phase 1 work were found to contain hazardous materials.** A full Hazardous Materials testing report is provided within the bid package.

Contractor should be prepared to provide OWNER approved temporary flooring due to any significant delay of materials.

**Per Valdez City Schools – School Board Policy – BP 3515.5 Restrictions on Sex Offenders on Campus**

**Contractors**

**Any outside contractor with whom the district contracts, and whose employees or agents may have contact with students, is prohibited from sending any employee or agent who is a sex offender/ child kidnapper to any district property when students are present. The contractor shall certify in writing the contractor's knowledge and understanding of this policy.**

**Legal References:**

**ALASKA STATUTES**

12.63.010-.020 Registration of sex offenders and related requirements; Duration of sex offender or child kidnapper duty to register

12.63.100(5) Registration of sex offenders - Definitions



## **City of Valdez Special Provisions**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

### **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. The 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.



## **City of Valdez Special Provisions**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**  
**Project Number: 21-350-2104 / Contract Number: 1877**

### **SP 10 Local Forest Products**

Use of timber, lumber, and manufactured lumber products originating from local forests in Alaska shall be used wherever practicable per AS 36.15.010.

### **SP 11 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 12 Change Orders**

Changes to the work may be accomplished after award of the contract by change order. Any change to the scope of work, including any cost difference or change in completion date from that shown in the original contract, shall be approved by the Owner in writing prior to initiation of any such work. The Contractor shall provide a written breakdown showing costs of all materials, labor, and any markups for the work for review by the Owner prior to approval.



The total amount of Contractor markups on such work shall be limited to not more than 20% of the actual cost of the work (materials and labor), or not more than 30% of the total cost of the work if such work shall be performed by a subcontractor.

### **SP 13 Warranty**

The Contractor will provide minimum one year warranty from date of substantial completion on all Contractor and Subcontractor supplied materials, labor and services provided.

### **SP 14 Closeout**

#### Tax Clearances

Upon completion of the project, the Contractor shall grant permission to the Alaska Department of Labor and Workforce Development to provide the Owner with clearance that all Payroll Taxes have been paid by the Contractor and all Subcontractors that have worked on the project.

In addition, the Contractor shall grant permission to the Alaska Department of Revenue to provide the Owner with clearance that all Corporate Taxes have been paid by the Contractor.

#### Certified Payroll

The Contractor shall provide the Owner with an approved Notice of Completion from the Alaska Department of Labor and Workforce Development upon completion of the project.

Per ADOLWD directive, a portion of the final payment shall be retained by the Owner until such time as an approved Notice of Completion is received. This standard shall also be applied to include the Payroll and Corporate tax clearances.

#### Release of Liens

Following final payment of the contract, the Contractor shall provide the Owner with a Release of Liens removing all claims the Owner.

#### Consent of Surety

Following final payment of the contract where Payment and Performance bonds have been issued, the Contractor shall in addition provide the Owner with a Consent of Surety.

#### Maintenance, Operation, Ownership of the Completed Project

The Contractor shall provide project documentation required to establish an effective facility management and preventative maintenance program that satisfies the requirements of AS 14.11.011(b)(4).

### **SP 15 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 16 Construction Specifications**

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled “**Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**”. These drawings are by reference included herein.



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

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1  
Project Number: 21-350-2104 / Contract Number: 1877**

Division 10                      Standard General Provisions

Article 5.5    Shop Drawings, G. Resubmittal

Add the following:

Contractor to pay Architect / Engineer's current hourly rate for review time of third and subsequent resubmittals on an individual specification section. Expenses shall be deducted from the contractor's monthly pay application.

Article 7.5    Progress Payments

Add the following:

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

Article 7.7    Final Payments

Add the following:

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



## City of Valdez Wage Rates

### **Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1** **Project Number: 21-350-2104 / Contract Number: 1877**

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.



# Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective September 1, 2021

Issue 43

## PAMPHLET No. 600

Title 36. Public Contracts  
AS 36.05

A yellow CAT excavator is shown in profile, working on a rocky shoreline. The excavator's arm is extended, and its bucket is positioned over a pile of large, dark rocks. The background features a body of water and a distant shoreline under a vibrant sunset sky with orange and yellow hues. The excavator has "CAT" logos on its arm and body.

DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT  
Wage and Hour



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THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149  
Juneau, Alaska 99811  
Main: 907.465.2700  
fax: 907.465-2784

September 1, 2021

### TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage.

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2021.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2021, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet go to: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page x.

Sincerely,

A handwritten signature in black ink, reading "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter  
Commissioner

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# Table of Contents

## Excerpts from Alaska Law

Sec. 36.05.005. Applicability.....	iv
Sec. 36.05.010. Wage rates on public construction. ....	iv
Sec. 36.05.040. Filing schedule of employees, wages paid and other information .....	iv
Sec. 36.05.045. Notice of work and completion; withholding of payment .....	iv
Sec. 36.05.060. Penalty for violation of this chapter .....	v
Sec. 36.05.070. Wage rates in specifications and contracts for public works .....	v
Sec. 36.05.080. Failure to pay agreed wages.....	v
Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts .....	v
Sec. 36.05.900. Definition.. ..	vi

## Excerpts from Alaska Administrative Code

8 AAC 30.051. Purpose .....	vi
8 AAC 30.052. Board and lodging; remote sites .....	vi
8 AAC 30.054. Per diem instead of board and lodging .....	vi
8 AAC 30.056. Alternative arrangement.....	vii
8 AAC 30.900. General definitions (selected excerpts).....	vii

## Additional Information

Per Diem .....	vii
Laborer Classification Clarification.....	viii
Apprentice Rates.....	viii
Fringe Benefit Plans.....	viii
Special Prevailing Wage Rate Determination.....	ix
Alaska Employment Preference Information.....	ix
Labor Standards and Safety Notice Requests .....	x
Debarment List .....	x

<b>Wage Rates .....</b>	<b>Pages 1-26</b>
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**Note to Readers:** The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.



## EXCERPTS FROM ALASKA LAW

### **Sec. 36.05.005. Applicability.**

This chapter applies only to a public construction contract that exceeds \$25,000.

### **Sec. 36.05.010. Wage rates on public construction.**

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

### **Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.**

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

### **Sec. 36.05.045. Notice of work and completion; withholding of payment.**

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
  - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
    - (A) the primary contractor has complied with (a) and (b) of this section;
    - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
    - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
  - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
  - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

**Sec. 36.05.060. Penalty for violation of this chapter.**

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

**Sec. 36.05.070. Wage rates in specifications and contracts for public works.**

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
  - (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) the state or a political subdivision 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.

**Sec. 36.05.080. Failure to pay agreed wages.**

Every contract within the scope of AS 36.05.070 shall contain a provision that 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 state or its political subdivision 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 the state or its political subdivision for excess costs for completing the work.

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.**

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

**Sec. 36.05.900. Definition.**

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

**EXCERPTS FROM ALASKA ADMINISTRATIVE CODE**

\*\*\***Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here\*\*\*

**8 AAC 30.051. Purpose.** The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

**8 AAC 30.052. Board and lodging; remote sites.** (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

**8 AAC 30.054. Per diem instead of board and lodging.** (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

- (1) west of Livengood on the Elliot Highway, AK-2;
- (2) on the Dalton Highway, AK-11;
- (3) north of milepost 20 on the Taylor Highway, AK-5;
- (4) east of Chicken on the Top of the World Highway; or
- (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

**8 AAC 30.056. Alternative arrangement.** Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

**8 AAC 30.900. General definitions** (selected excerpts only):

In this chapter and in AS 36

- (22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;
- (23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

## **ADDITIONAL INFORMATION**

### **PER DIEM**

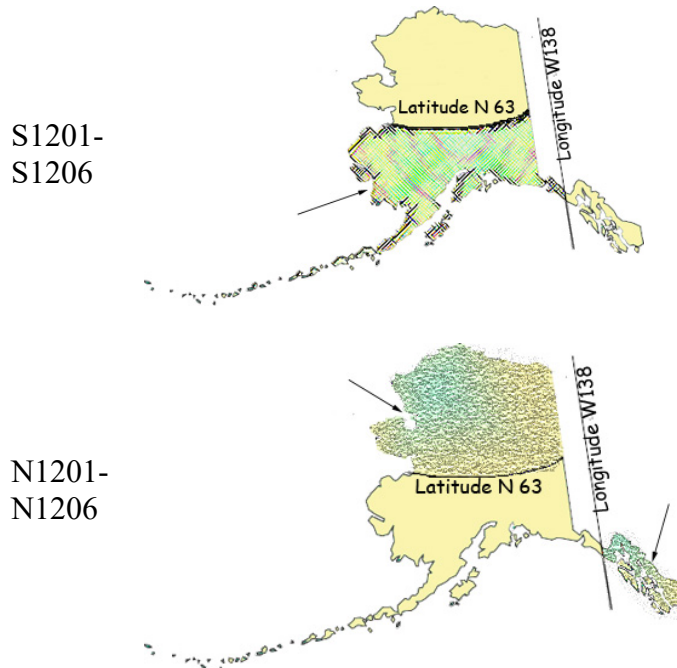
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (\*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

**Per Diem Rate:** As of May 1<sup>st</sup>, 2019, the minimum per diem rate is \$100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of \$48 per day for meals to meet the per diem requirements.

### **LABORER CLASSIFICATION CLARIFICATION**

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



### **APPRENTICE RATES**

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

### **FRINGE BENEFIT PLANS**

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

### **SPECIAL PREVAILING WAGE RATE DETERMINATION**

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director  
Alaska Department of Labor and Workforce Development  
Labor Standards and Safety Division  
Wage and Hour  
P.O. Box 111149  
Juneau, AK 99811-1149  
-or-  
Email: [statewide.wagehour@alaska.gov](mailto:statewide.wagehour@alaska.gov)

### **EMPLOYMENT PREFERENCE INFORMATION**

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State's 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.

A copy of the Attorney General opinion is found here:

[http://law.alaska.gov/pdf/opinions/opinions\\_2019/19-005\\_AK-hire.pdf](http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf)

**Alaska Department of Labor and Workforce Development**  
**Labor Standards and Safety Division**  
**Wage and Hour**  
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

**Anchorage**

1251 Muldoon Road, Suite 113  
Anchorage, Alaska 99504-2098  
Phone: (907) 269-4900

Email:  
[statewide.wagehour@alaska.gov](mailto:statewide.wagehour@alaska.gov)

**Juneau**

PO Box 111149  
Juneau, Alaska 99811  
Phone: (907) 465-4842

Email:  
[statewide.wagehour@alaska.gov](mailto:statewide.wagehour@alaska.gov)

**Fairbanks**

Regional State Office Building  
675 7<sup>th</sup> Ave., Station J-1  
Fairbanks, Alaska 99701-4593  
Phone: (907) 451-2886

Email:  
[statewide.wagehour@alaska.gov](mailto:statewide.wagehour@alaska.gov)

**LABOR STANDARDS AND SAFETY NOTICE REQUESTS**

If you would like to receive Wage and Hour or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

*Publications* are also available online at <http://labor.alaska.gov/lss/home.htm>

**DEBARMENT LIST**

**AS 36.05.090(b)** states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

No companies are currently debarred.



# Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Boilermakers

\*See per diem note on last page

<b>A0101</b>	Boilermaker (journeyman)	47.03	8.57	17.02	1.90	<b>VAC</b>	<b>SAF</b>	
						3.50	0.34	78.36

## Bricklayers & Blocklayers

\*See per diem note on last page

<b>A0201</b>	Blocklayer	42.16	9.00	10.05	0.62	<b>L&amp;M</b>		
						0.20		62.03

Bricklayer  
Marble or Stone Mason  
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
Terrazzo Worker  
Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	<b>L&amp;M</b>		
						0.20		62.03

Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	35.99	9.00	10.05	0.62	<b>L&amp;M</b>		
						0.20		55.86

Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	40.10	9.83	8.50	0.55	<b>L&amp;M</b>		
						0.15	0.87	60.00

## Carpenters, Region I (North of 63 latitude)

\*See per diem note on last page

<b>N0301</b>	Carpenter (journeyman)	42.34	10.08	15.23	1.75	<b>L&amp;M</b>	<b>SAF</b>	
						0.20	0.20	69.80

Lather/Drywall/Acoustical

## Carpenters, Region II (South of N63 latitude)

\*See per diem note on last page

<b>S0301</b>	Carpenter (journeyman)	42.34	10.08	15.77	1.75	<b>L&amp;M</b>	<b>SAF</b>	
						0.20	0.20	70.34

Lather/Drywall/Acoustical

## Cement Masons

\*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
------------	--	-----	-----	-----	-----	-------	----------	-----

## Cement Masons

\*See per diem note on last page

							L&M	
<b>A0401</b>	Group I, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Finisher							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Concrete Polishing							
	Concrete Repair							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	General Concrete Pour Tender							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Screeder or Rodder							
	Spackling/Skim Coating							
<b>A0402</b>	Group II, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Form Setter							
<b>A0403</b>	Group III, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator (all concrete surfaces)							
<b>A0404</b>	Group IV, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Acoustical or Imitation Acoustical Finish							
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Cement Masons								
*See per diem note on last page								
						L&M		
A0404	Group IV, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile							
	Tunnel Worker							
						L&M		
A0405	Group V, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")							
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster							
Culinary Workers								
						LEG		
A0501	Baker/Cook	28.37	7.31	7.56				43.24
						LEG		
A0503	General Helper	25.07	7.31	7.56				39.94
	Housekeeper							
	Janitor							
	Kitchen Helper							
						LEG		
A0504	Head Cook	28.97	7.31	7.56				43.84
						LEG		
A0505	Head Housekeeper	25.45	7.31	7.56				40.32
	Head Kitchen Help							
Dredgemen								
*See per diem note on last page								
						L&M		
A0601	Assistant Engineer	41.76	10.70	13.50	1.00	0.10	0.05	67.11
	Craneman							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Dredgemen</b>								
*See per diem note on last page								
						<b>L&amp;M</b>		
A0601	Assistant Engineer	41.76	10.70	13.50	1.00	0.10	0.05	67.11
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
						<b>L&amp;M</b>		
A0602	Assistant Mate (deckhand)	40.60	10.70	13.50	1.00	0.10	0.05	65.95
						<b>L&amp;M</b>		
A0603	Fireman	41.04	10.70	13.50	1.00	0.10	0.05	66.39
						<b>L&amp;M</b>		
A0605	Leverman Clamshell	44.29	10.70	13.50	1.00	0.10	0.05	69.64
						<b>L&amp;M</b>		
A0606	Leverman Hydraulic	42.53	10.70	13.50	1.00	0.10	0.05	67.88
						<b>L&amp;M</b>		
A0607	Mate & Boatman	41.76	10.70	13.50	1.00	0.10	0.05	67.11
						<b>L&amp;M</b>		
A0608	Oiler (dredge)	41.04	10.70	13.50	1.00	0.10	0.05	66.39
<b>Electricians</b>								
*See per diem note on last page								
						<b>L&amp;M</b>	<b>LEG</b>	
A0701	Inside Cable Splicer	42.02	14.05	13.90	0.95	0.20	0.15	71.27
						<b>L&amp;M</b>	<b>LEG</b>	
A0702	Inside Journeyman Wireman, including:	41.69	14.05	14.14	0.95	0.20	0.15	71.18
	Technicians (including use of drones in electrical construction)							
						<b>L&amp;M</b>	<b>LEG</b>	
A0703	Power Cable Splicer	60.79	14.05	19.01	0.95	0.25	0.15	95.20
						<b>L&amp;M</b>	<b>LEG</b>	
A0704	Tele Com Cable Splicer	50.53	14.05	16.67	0.95	0.20	0.15	82.55
						<b>L&amp;M</b>	<b>LEG</b>	
A0705	Power Journeyman Lineman, including:	59.04	14.05	18.96	0.95	0.25	0.15	93.40
	Power Equipment Operator							
	Technician (including use of drones in electrical construction)							
						<b>L&amp;M</b>	<b>LEG</b>	
A0706	Tele Com Journeyman Lineman, including:	48.78	14.05	16.61	0.95	0.20	0.15	80.74
	Technician (including use of drones in telecommunications construction)							
	Tele Com Equipment Operator							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Electricians</b>								
*See per diem note on last page								
<b>A0707</b>	Straight Line Installer - Repairman	48.78	14.05	16.61	0.95	L&M	LEG	80.74
						0.20	0.15	
<b>A0708</b>	Powderman	57.04	14.05	18.90	0.95	L&M	LEG	91.34
						0.25	0.15	
<b>A0710</b>	Material Handler	26.57	13.76	5.30	0.15	L&M	LEG	46.08
						0.15	0.15	
<b>A0712</b>	Tree Trimmer Groundman	28.37	14.05	12.59	0.15	L&M	LEG	55.46
						0.15	0.15	
<b>A0713</b>	Journeyman Tree Trimmer	37.30	14.05	12.86	0.15	L&M	LEG	64.66
						0.15	0.15	
<b>A0714</b>	Vegetation Control Sprayer	40.85	14.05	12.97	0.15	L&M	LEG	68.32
						0.15	0.15	
<b>A0715</b>	Inside Journeyman Communications CO/PBX	40.27	14.05	13.85	0.95	L&M	LEG	69.47
						0.20	0.15	
<b>Elevator Workers</b>								
*See per diem note on last page								
<b>A0802</b>	Elevator Constructor	42.76	15.88	19.31	0.64	L&M	VAC	83.87
						0.54	4.74	
<b>A0803</b>	Elevator Constructor Mechanic	61.08	15.88	19.31	0.64	L&M	VAC	104.23
						0.54	6.78	
<b>Heat &amp; Frost Insulators/Asbestos Workers</b>								
*See per diem note on last page								
<b>A0902</b>	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.12	1.20	IAF	LML	60.43
						0.14	0.05	
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.12	1.20	IAF	LML	60.43
						0.14	0.05	
<b>A0904</b>	Insulator, Group II	38.68	9.24	11.12	1.20	IAF	LML	60.43
						0.14	0.05	
<b>A0905</b>	Fire Stop	38.68	9.24	11.12	1.20	IAF	LML	60.43
						0.14	0.05	
<b>Ironworkers</b>								
*See per diem note on last page								
<b>A1101</b>	Ironworkers, including:	40.82	9.51	24.28	0.76	L&M	IAF	75.81
						0.20	0.24	

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### IronWorkers

\*See per diem note on last page

						L&M	IAF	
<b>A1101</b>	Ironworkers, including:	40.82	9.51	24.28	0.76	0.20	0.24	75.81
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
<b>A1102</b>	Helicopter	41.82	9.51	24.28	0.76	0.20	0.24	76.81
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
<b>A1103</b>	Fence/Barrier Installer	37.32	9.51	24.28	0.76	0.20	0.24	72.31

						L&M	IAF	
<b>A1104</b>	Guard Rail Layout Man	38.06	9.51	24.28	0.76	0.20	0.24	73.05

						L&M	IAF	
<b>A1105</b>	Guard Rail Installer	38.32	9.51	24.28	0.76	0.20	0.24	73.31

### Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

Floor Preparation, Core Drilling  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guniting Operator  
Hod Carrier  
Jackhammer/Chipping Gun or Pavement Breaker  
Laser Instrument Operator  
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)  
Mason Tender & Mud Mixer (sewer work)  
Pilot Car  
Pipelayer Helper  
Plasterer, Bricklayer & Cement Finisher Tender  
Powderman Helper  
Power Saw Operator  
Railroad Switch Layout Laborer  
Sandblaster  
Scaffold Building & Erecting  
Sewer Caulker  
Sewer Plant Maintenance Man  
Thermal Plastic Applicator  
Timber Faller, Chainsaw Operator, Filer  
Timberman

						L&M	LEG	
<b>N1203</b>	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21

Bit Grinder  
Camera/Tool/Video Operator  
Guardrail Machine Operator  
High Rigger & Tree Topper  
High Scaler  
Multiplate  
Plastic Welding  
Slurry Seal Squeegee Man  
Traffic Control Supervisor  
Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

Asphalt Raker, Asphalt Belly Dump Lay Down  
Drill Doctor (in the field)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayers  
Powderman (Employee Possessor)  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)  
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
<b>N1205</b>	Group IV	21.57	8.95	20.66	1.30	0.20	0.20	52.88

Final Building Cleanup  
Permanent Yard Worker

						L&M	LEG	
<b>N1206</b>	Group IIIB	40.97	6.24	20.66	1.30	0.20	0.20	69.57

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)  
Federal Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)  
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)  
Stake Hopper

### Laborers (The area that is south of N63 latitude and west of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

Asphalt Worker (shovelman, plant crew)  
Brush Cutter  
Camp Maintenance Laborer  
Carpenter Tender or Helper  
Choke Setter, Hook Tender, Rigger, Signalman  
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)  
Crusher Plant Laborer  
Demolition Laborer  
Ditch Digger  
Dumpman  
Environmental Laborer (hazard/toxic waste, oil spill)  
Fence Installer  
Fire Watch Laborer  
Flagman  
Form Stripper

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Laborers (The area that is south of N63 latitude and west of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

General Laborer  
Guardrail Laborer, Bridge Rail Installer  
Hydro-seeder Nozzleman  
Laborer, Building  
Landscape or Planter  
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)  
Material Handler  
Pneumatic or Power Tools  
Portable or Chemical Toilet Serviceman  
Pump Man or Mixer Man  
Railroad Track Laborer  
Sandblast, Pot Tender  
Saw Tender  
Slurry Work  
Steam Cleaner Operator  
Steam Point or Water Jet Operator  
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)  
Tank Cleaning  
Utiliwalk & Utilidor Laborer  
Watchman (construction projects)  
Window Cleaner

						L&M	LEG	
<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

Burning & Cutting Torch  
Cement or Lime Dumper or Handler (sack or bulk)  
Certified Erosion Sediment Control Lead (CESCL Laborer)  
Choker Splicer  
Chucktender (wagon, air-track & hydraulic drills)  
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)  
Culvert Pipe Laborer  
Cured Inplace Pipelayer  
Environmental Laborer (asbestos, marine work)  
Floor Preparation, Core Drilling  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guniting Operator  
Hod Carrier  
Jackhammer/Chipping Gun or Pavement Breaker

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Laborers (The area that is south of N63 latitude and west of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

Laser Instrument Operator  
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)  
Mason Tender & Mud Mixer (sewer work)  
Pilot Car  
Pipelayer Helper  
Plasterer, Bricklayer & Cement Finisher Tender  
Powderman Helper  
Power Saw Operator  
Railroad Switch Layout Laborer  
Sandblaster  
Scaffold Building & Erecting  
Sewer Caulker  
Sewer Plant Maintenance Man  
Thermal Plastic Applicator  
Timber Faller, Chainsaw Operator, Filer  
Timberman

						L&M	LEG	
<b>S1203</b>	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21

Bit Grinder  
Camera/Tool/Video Operator  
Guardrail Machine Operator  
High Rigger & Tree Topper  
High Scaler  
Multiplate  
Plastic Welding  
Slurry Seal Squeegee Man  
Traffic Control Supervisor  
Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>S1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

Asphalt Raker, Asphalt Belly Dump Lay Down  
Drill Doctor (in the field)  
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayers  
Powderman (Employee Possessor)  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)  
Traffic Control Supervisor, DOT Qualified

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Laborers (The area that is south of N63 latitude and west of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>S1205</b>	Group IV	21.57	8.95	20.66	1.30	0.20	0.20	52.88

Final Building Cleanup  
Permanent Yard Worker

						L&M	LEG	
<b>S1206</b>	Group IIIB	40.97	6.24	20.66	1.30	0.20	0.20	69.57

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)  
Federal Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)  
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)  
Stake Hopper

### Millwrights

\*See per diem note on last page

						L&M		
<b>A1251</b>	Millwright (journeyman)	44.00	10.08	12.28	1.10	0.40	0.05	67.91

						L&M		
<b>A1252</b>	Millwright Welder	45.00	10.08	12.28	1.10	0.40	0.05	68.91

### Painters, Region I (North of N63 latitude)

\*See per diem note on last page

						L&M		
<b>N1301</b>	Group I, including:	34.05	8.85	14.30	1.08	0.07		58.35

Brush  
General Painter  
Hand Taping  
Hazardous Material Handler  
Lead-Based Paint Abatement  
Roll

						L&M		
<b>N1302</b>	Group II, including:	34.57	8.85	14.30	1.08	0.07		58.87

Bridge Painter  
Epoxy Applicator  
General Drywall Finisher  
Hand/Spray Texturing  
Industrial Coatings Specialist  
Machine/Automatic Taping  
Pot Tender  
Sandblasting

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Painters, Region I (North of N63 latitude)</b>								
*See per diem note on last page								
<b>N1302</b>	Group II, including:	34.57	8.85	14.30	1.08	<b>L&amp;M</b>		58.87
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							
<b>N1304</b>	Group IV, including:	39.66	8.85	17.71	1.05	<b>L&amp;M</b>		67.32
	Glazier							
	Storefront/Automatic Door Mechanic							
<b>N1305</b>	Group V, including:	39.86	8.85	5.00	1.10	<b>L&amp;M</b>		54.91
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
<b>Painters, Region II (South of N63 latitude)</b>								
*See per diem note on last page								
<b>S1301</b>	Group I, including :	31.19	8.85	15.15	1.08	<b>L&amp;M</b>		56.34
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							
<b>S1302</b>	Group II, including :	32.44	8.85	15.15	1.08	<b>L&amp;M</b>		57.59
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							
<b>S1303</b>	Group III, including :	32.54	8.85	15.15	1.08	<b>L&amp;M</b>		57.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Painters, Region II (South of N63 latitude)</b>								
*See per diem note on last page								
		<b>L&amp;M</b>						
<b>S1303</b>	Group III, including :	32.54	8.85	15.15	1.08	0.07		57.69
	Specialty Painter							
	Structural Steel Painter							
		<b>L&amp;M</b>						
<b>S1304</b>	Group IV, including:	39.87	8.85	16.75	1.08	0.07		66.62
	Glazier							
	Storefront/Automatic Door Mechanic							
		<b>L&amp;M</b>						
<b>S1305</b>	Group V, including:	39.86	8.85	5.00	1.10	0.10		54.91
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
<b>Piledrivers</b>								
*See per diem note on last page								
		<b>L&amp;M IAF</b>						
<b>A1401</b>	Piledriver	42.34	10.08	15.23	1.75	0.20	0.20	69.80
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
		<b>L&amp;M IAF</b>						
<b>A1402</b>	Piledriver-Welder/Toxic Worker	43.34	10.08	15.23	1.75	0.20	0.20	70.80
		<b>L&amp;M IAF</b>						
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	46.65	10.08	15.23	1.75	0.20	0.20	74.11
	Single Atmosphere Suit, Bell or Submersible Pilot							
		<b>L&amp;M IAF</b>						
<b>A1404</b>	Diver (working) **See note on last page	86.45	10.08	15.23	1.75	0.20	0.20	113.91
		<b>L&amp;M IAF</b>						
<b>A1405</b>	Diver (standby) **See note on last page	46.65	10.08	15.23	1.75	0.20	0.20	74.11
		<b>L&amp;M IAF</b>						
<b>A1406</b>	Dive Tender **See note on last page	45.65	10.08	15.23	1.75	0.20	0.20	73.11
		<b>L&amp;M IAF</b>						
<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	47.90	10.08	15.23	1.75	0.20	0.20	75.36
		<b>L&amp;M IAF</b>						
<b>A1408</b>	Dive Medic Technician (DMT) **See note on last page	46.65	10.08	15.23	1.75	0.20	0.20	74.11

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Plumbers, Region I (North of N63 latitude)

\*See per diem note on last page

						L&M	S&L	
<b>N1501</b>	Journeyman Pipefitter	42.91	11.75	17.45	1.50	0.65		74.26
	Plumber							
	Welder							

### Plumbers, Region II (South of N63 latitude)

\*See per diem note on last page

						L&M		
<b>S1501</b>	Journeyman Pipefitter	41.00	11.38	15.27	1.55	0.20		69.40
	Plumber							
	Welder							

### Plumbers, Region IIA (1st Judicial District)

\*See per diem note on last page

						L&M		
<b>X1501</b>	Journeyman Pipefitter	39.82	13.37	11.75	2.50	0.24		67.68
	Plumber							
	Welder							

### Power Equipment Operators

\*See per diem note on last page

						L&M		
<b>A1601</b>	Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



## Power Equipment Operators

\*See per diem note on last page

							L&M		
A1601	Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88	

Drag Scraper, Yarder, and similar types  
 Drilling Machines, Core, Cable, Rotary and Exploration  
 Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine  
 Grade Checker and/or Line and Grade including Drone  
 Helicopters  
 Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat  
 Hydro Ax, Feller Buncher & similar  
 Hydro Excavation (Vac-Truck and Similar)  
 Loaders (2 1/2 yards through 5 yards, including all attachments):  
 (a) Forklifts (with telescopic boom & swing attachment)  
 (b) Front End & Overhead, (2-1/2 yards through 5 yards)  
 (c) Loaders, (with forks or pipe clamp)  
 (d) Loaders, (elevating belt type, Euclid & similar types)  
 Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)  
 Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer  
 Micro Tunneling Machine  
 Mixers: Mobile type with hoist combination  
 Motor Patrol Grader  
 Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield  
 Off-Road Hauler (including Articulating and Haul Trucks)  
 Operator on Dredges  
 Piledriver Engineer, L.B. Foster, Puller or similar paving breaker  
 Plant Operator (Asphalt & Concrete)  
 Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)  
 Remote Controlled Equipment  
 Scraper (through 40 yards)  
 Service Oiler/Service Engineer  
 Shot Blast Machine  
 Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)  
 Sideboom (under 45 tons)  
 Sub Grader (Gurries & similar types)  
 Tack Tractor  
 Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter  
 Wate Kote Machine

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
 PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
 VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Power Equipment Operators

\*See per diem note on last page

						L&M		
<b>A1602</b>	Group IA, including:	44.29	10.70	13.50	1.00	0.10	0.05	69.64

Camera/Tool/Video Operator (Slipline)  
 Certified Welder, Electrical Mechanic, Camp Maintenance Engineer,  
 Mechanic (over 10,000 hours)  
 Cranes (over 45 tons or 150 feet including jib & attachments)  
 (a) Clamshells & Draglines (over 3 yards)  
 (b) Tower Cranes  
 Licensed Water/Waste Water Treatment Operator  
 Loaders (over 5 yards)  
 Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to  
 final grade and/or to hubs, or for asphalt)  
 Power Plants (1000 k.w. & over)  
 Profiler, Reclaimer, and Roto-Mill  
 Quad  
 Scrapers (over 40 yards)  
 Screed  
 Shovels, Backhoes, Excavators with all attachments (over 3 yards)  
 Sidebooms (over 45 tons)  
 Slip Form Paver, C.M.I. & similar types  
 Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

						L&M		
<b>A1603</b>	Group II, including:	41.76	10.70	13.50	1.00	0.10	0.05	67.11

Boiler - Fireman  
 Cement Hogs & Concrete Pump Operator  
 Conveyors (except those listed in Group I)  
 Hoists on Steel Erection, Towermobiles & Air Tuggers  
 Horizontal/Directional Drill Locator  
 Locomotives, Rod & Geared Engines  
 Mixers  
 Screening, Washing Plant  
 Sideboom (cradling rock drill, regardless of size)  
 Skidder  
 Trenching Machines (under 16 inches)  
 Water/Waste Water Treatment Operator

						L&M		
<b>A1604</b>	Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05	66.39

"A" Frame Trucks, Deck Winches  
 Bombardier (tack or tow rig)  
 Boring Machine  
 Brooms, Power (sweeper, elevator, vacuum, or similar)  
 Bump Cutter

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
 PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
 VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Power Equipment Operators

\*See per diem note on last page

						L&M		
<b>A1604</b>	Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05	66.39
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							

						L&M		
<b>A1605</b>	Group IV, including:	34.83	10.70	13.50	1.00	0.10	0.05	60.18
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

## Roofers

\*See per diem note on last page

						L&M		
<b>A1701</b>	Roofer & Waterproofer	44.62	12.75	3.91	0.81	0.10	0.06	62.25
<b>A1702</b>	Roofer Material Handler	31.23	12.75	3.91	0.81	0.10	0.06	48.86

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Sheet Metal Workers, Region I (North of N63 latitude)

\*See per diem note on last page

							L&M	
<b>N1801</b>	Sheet Metal Journeyman	49.04	11.85	14.61	1.80	0.12		77.42
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							

### Sheet Metal Workers, Region II (South of N63 latitude)

\*See per diem note on last page

							L&M	
<b>S1801</b>	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	0.43		72.10
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Sheet Metal Workers, Region II (South of N63 latitude)</b>							
*See per diem note on last page							
						<b>L&amp;M</b>	
<b>S1801</b>	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	0.43	72.10
	Skylight installation						
<b>Sprinkler Fitters</b>							
*See per diem note on last page							
						<b>L&amp;M</b>	
<b>A1901</b>	Sprinkler Fitter	49.10	10.55	18.05	0.52	0.25	78.47
<b>Surveyors</b>							
*See per diem note on last page							
						<b>L&amp;M</b>	
<b>A2001</b>	Chief of Parties	45.16	11.83	13.14	1.15	0.10	71.38
						<b>L&amp;M</b>	
<b>A2002</b>	Party Chief	43.57	11.83	13.14	1.15	0.10	69.79
						<b>L&amp;M</b>	
<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	42.97	11.83	13.14	1.15	0.10	69.19
						<b>L&amp;M</b>	
<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	40.85	11.83	13.14	1.15	0.10	67.07
						<b>L&amp;M</b>	
<b>A2006</b>	Chain Person (for crews with more than 2 people)	36.51	11.83	13.14	1.15	0.10	62.73
<b>Truck Drivers</b>							
*See per diem note on last page							
						<b>L&amp;M</b>	
<b>A2101</b>	Group I, including:	41.94	11.83	13.14	1.15	0.10	68.16
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Liquid Vac Truck/Super Vac Truck						
	Material Coordinator or Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Truck Drivers</b>								
*See per diem note on last page								
								<b>L&amp;M</b>
<b>A2101</b>	Group I, including:	41.94	11.83	13.14	1.15	0.10		68.16
	Tireman, Heavy Duty/Fueler							
	Water Wagon (250 Bbls and above)							
								<b>L&amp;M</b>
<b>A2102</b>	Group 1A including:	43.21	11.83	13.14	1.15	0.10		69.43
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)							
	Jeeps (driver under load)							
	Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)							
								<b>L&amp;M</b>
<b>A2103</b>	Group II, including:	40.68	11.83	13.14	1.15	0.10		66.90
	All Deltas, Commanders, Rollagons, & similar equipment							
	Batch Trucks (8 yards & up)							
	Batch Trucks (up to & including 7 yards)							
	Boom Truck/Knuckle Truck (over 5 tons)							
	Cacasco Truck/Heat Stress Truck							
	Construction and Material Safety Technician							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)							
	Mechanics							
	Oil Distributor Driver							
	Partsman							
	Ready-mix (up to & including 12 yards)							
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
								<b>L&amp;M</b>
<b>A2104</b>	Group III, including:	39.86	11.83	13.14	1.15	0.10		66.08
	Boom Truck/Knuckle Truck (up to & including 5 tons)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards							
	Expeditor (electrical & pipefitting materials)							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
	Greaser - Shop							
	Semi or Truck & Trailer							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Truck Drivers

\*See per diem note on last page

							L&M	
<b>A2105</b>	Group IV, including:	39.28	11.83	13.14	1.15	0.10		65.50
	Air Cushion or similar type vehicle							
	All Terrain Vehicle							
	Buggymobile							
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
	Bus Operator (over 30 passengers)							
	Cement Spreader, Dry							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards							
	Dumpster							
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							
	Rigger (air/water/oilfield)							
	Tireman, Light Duty							
	Track Truck Equipment							
	Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck (straight)							
	Water Wagon, Semi							

							L&M	
<b>A2106</b>	Group V, including:	38.52	11.83	13.14	1.15	0.10		64.74
	Buffer Truck							
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)							
	Bus Operator (up to 30 passengers)							
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)							
	Flat Beds, Single Rear Axle							
	Foam Distributor Truck Single Axle							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Truck Drivers

\*See per diem note on last page

						L&M	
<b>A2106</b>	Group V, including:	38.52	11.83	13.14	1.15	0.10	64.74
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

## Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

\*See per diem note on last page

						L&M	LEG
<b>N2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	66.51
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
<b>N2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	67.61
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Floor Preparation, Core Drilling						
	Jackhammer/Chipping Gun or Pavement Breaker						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
<b>N2203</b>	Group III, including:	37.29	8.95	20.66	1.30	0.20	68.60
	Miner						
	Retimberman						

						L&M	LEG
<b>N2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	72.21
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21

Pioneer Drilling & Drilling Off Tugger (all type drills)  
 Pipelayer  
 Powderman (Employee Possessor)  
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)  
 Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)  
 Federal Powderman (Responsible Person in Charge)  
 Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)  
 Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)  
 Stake Hopper

### Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>S2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51

Brakeman  
 Mucker  
 Nipper  
 Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)  
 Topman & Bull Gang  
 Tunnel Track Laborer

						L&M	LEG	
<b>S2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61

Burning & Cutting Torch  
 Certified Erosion Sediment Control Lead (CESCL Laborer)  
 Concrete Laborer  
 Floor Preparation, Core Drilling  
 Jackhammer/Chipping Gun or Pavement Breaker  
 Laser Instrument Operator  
 Nozzlemen, Pumpcrete or Shotcrete  
 Pipelayer Helper

						L&M	LEG	
<b>S2203</b>	Group III, including:	37.29	8.95	20.66	1.30	0.20	0.20	68.60

Miner  
 Retimberman

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21

Asphalt Raker, Asphalt Belly Dump Lay Down  
Drill Doctor (in the field)  
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Powderman (Employee Possessor)  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)  
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)  
Federal Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)  
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)  
Stake Hopper

### Tunnel Workers, Power Equipment Operators

\*See per diem note on last page

						L&M		
<b>A2207</b>	Group I	46.78	10.70	13.50	1.00	0.10	0.05	72.13

						L&M		
<b>A2208</b>	Group IA	48.72	10.70	13.50	1.00	0.10	0.05	74.07

						L&M		
<b>A2209</b>	Group II	45.94	10.70	13.50	1.00	0.10	0.05	71.29

						L&M		
<b>A2210</b>	Group III	45.14	10.70	13.50	1.00	0.10	0.05	70.49

						L&M		
<b>A2211</b>	Group IV	38.31	10.70	13.50	1.00	0.10	0.05	63.66

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
VAC=vacation

\* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.

\*\* Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

# **Title 36**

# **Public Contracts**



## **Wage and Hour Administration Pamphlet 400**

### **Statutes Regulations**

January 2021

Alaska Department of Labor  
and Workforce Development  
Labor Standards and Safety Division



**ALASKA DEPARTMENT OF LABOR  
& WORKFORCE DEVELOPMENT**

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If you would like to receive Wage and Hour Administration **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications* or *LSS – Wage and Hour Regulations*.

*Publications* are also available online at <http://labor.alaska.gov/lss/home.htm>

The Alaska Department of Labor and Workforce Development is focused on putting Alaskans to work. An important part of that mission is to ensure that working conditions and wage payment practices are legal. This publication, *Pamphlet 400, Title 36, Public Contracts*, is designed to assist employers and employees by providing the applicable laws and regulations.

This pamphlet is set out in two sections. The first section contains the Alaska Statutes (pages 1-9), and the second section contains the Alaska Administrative Code or regulations (pages 10-23). The index of topics on page 24 should provide assistance in locating all of the places a particular topic is referenced.

When reviewing the subjects contained in this pamphlet, keep in mind that the statutes carry the greater weight. The regulations have been established to further clarify and interpret language used in the statutes.

Many wage and hour issues are complex. Please take advantage of the Wage and Hour Administration's cost-free counseling services to answer your questions regarding this pamphlet and Alaska's labor laws. You may call or come in to the nearest Wage and Hour Administration office, Monday through Friday, during regular business hours and a wage and hour investigator will be happy to assist you. Addresses and phone numbers for these offices are listed on the first page of this pamphlet.

For additional copies of this pamphlet, contact the nearest Wage and Hour Administration office in Anchorage, Juneau, or Fairbanks, or you may download and print this pamphlet from our internet site at: <http://labor.alaska.gov/lss/forms/Pam400.pdf>

# TITLE 36. Public Contracts

## Wage and Hour Administration

### Pamphlet 400 - Statutes and Regulations

January 2021

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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## Table of Contents

Wage and Hour Administration Offices .....	i
Alaska Statutes – Title 36	
<b>Chapter 05. Wages and Hours of Labor</b> .....	1
<b>Chapter 10. Employment Preference</b> .....	3
<b>Chapter 15. Alaska Product Preferences</b> .....	8
<b>Chapter 25. Contractors’ Bonds</b> .....	8
<b>Chapter 95. General Provisions</b> .....	9
Alaska Administrative Code – Title 8	
<b>Chapter 30 Public Contracts</b> .....	10
Article 1. Wages and Hours.....	10
Article 2. Wage Scale .....	12
Article 3. Employment Preference .....	13
Article 4. Investigations and Hearings.....	17
Article 5. Debarment.....	18
Article 6. General Provisions .....	20
Index.....	24

## **Disclaimer:**

Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. **This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of the current laws and regulations, please refer to the official codes.**



## ALASKA STATUTES

### TITLE 36. PUBLIC CONTRACTS

#### CHAPTER 05. WAGES AND HOURS OF LABOR.

##### Section:

- 05. Applicability
- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid, and other information
- 45. Notice of work and completion; withholding of payment
- 60. Penalty for violation of this chapter
- 70. Wage rates in specifications and contracts for public works
- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070-36.05.110 on other laws
- 110. Contracts entered into without advertising

This chapter was modeled after the federal Davis-Bacon Act. 40 U.S.C. § 276a et seq. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 p.2d 817 (1978).

##### **Sec. 36.05.005. Applicability.**

This chapter applies only to a public construction contract that exceeds \$25,000.  
(§ 1 ch 28 SLA 2011)

##### **Sec. 36.05.010. Wage rates on public construction.**

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed whichever occurs first. This process shall be repeated until the contract is completed.

(§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

##### **Sec. 36.05.020. Basis for determining wage.**

A subcontract that is performed on public construction may be reduced to a basis of day labor for the purpose of determining whether or not the subcontractor or contractors have paid at not less than the prevailing scale of wage.

(§ 14-2-2 ACLA 1949)

##### **Sec. 36.05.030. Authority; investigations; hearings; regulations; enforcement.**

(a) The Department of Labor and Workforce Development has the authority to determine the prevailing wage, and whether or not this chapter is being violated. The department may when necessary for the enforcement of this chapter

(1) conduct investigations and hold hearings concerning wages;

(2) compel the attendance of witnesses and the production of books, papers and documents;

(3) adopt regulations.

(b) If a person violates this chapter the attorney general shall, when requested by the Department of Labor and Workforce Development, enforce these provisions.

(§ 14-2-3 ACLA 1949; am § 2 ch 142 SLA 1972)

##### **Sec. 36.05.035. Notification of contract awards.**

Upon awarding a public construction contract, the state or a political subdivision of the state shall

(1) immediately notify the commissioner of labor and workforce development of the amount of the contract, the effective date of the contract, the identity of the contractor and all subcontractors, the site or sites of construction and provide a project description; and

(2) verify that the bonding requirements of AS 36.25 have been met and that the requirements of AS 08.18 have been met.

(§ 3 ch 142 SLA 1972)

##### **Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.**

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

(§ 14-2-4 ACLA 1949; am § 4 ch 142 SLA 1972; am § 1 ch 111 SLA 2003)

**Sec. 36.05.045. Notice of work and completion; withholding of payment.**

(a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.

(b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.

(c) A contracting agency

(1) may release final payment on a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that

(A) the primary contractor has complied with (a) and (b) of this section;

(B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and

(C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

(2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.

(d) The notice and filing fee required under (a) of this section may be filed after work has begun if

(1) the public construction contract is for work undertaken in immediate response to an emergency; and

(2) the notice and fees are filed not later than 14 days after the work has begun.

(e) A false statement made on a notice required by this section is punishable under AS 11.56.210. (§ 2 ch 111 SLA 2003; am § 1 ch 28 SLA 2011)

Sec. 36.05.050. Hours to constitute day's work.

[Repealed by § 1 ch 3 SLA 1973.]

**Sec. 36.05.060. Penalty for violation of this chapter.**

A contractor who violates this chapter is guilty of a misdemeanor, and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

(§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

**Sec. 36.05.070. Wage rates in specifications and contracts for public works.**

(a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.

(b) *Repealed by § 17 ch 142 SLA 1972.*

(c) A public construction contract under (a) of this section must contain provisions that

(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) the state or a political subdivision 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.

(§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976; am § 1 ch 28 SLA 2011)

**Sec. 36.05.080. Failure to pay agreed wages.**

Every contract within the scope of AS 36.05.070 shall contain a provision that 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 state or its political subdivision 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 the state or its political subdivision for excess costs for completing the work.

(§2 Ch 52 SLA 1959)

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.**

(a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, the mechanics or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972; am § 1 ch 28 SLA 2011)

**Sec. 36.05.100. Effect of AS 36.05.070 - 36.05.110 on other laws.**

AS 36.05.070 - 36.05.110 do not supersede or impair authority granted by state law to provide for the establishment of specific wage rates.

(§ 4 ch 52 SLA 1959; am § 10 ch 142 SLA 1972)

**Sec. 36.05.110. Contracts entered into without advertising.**

The fact that a public construction contract authorized by law is entered into upon a cost-plus-a-fixed-fee basis or otherwise, without advertising for proposals, does not make AS 36.05.070 - 36.05.110 inapplicable if those sections are otherwise applicable to the contract.

(§ 5 ch 52 SLA 1959; am § 1 ch 28 SLA 2011)

Sec. 36.05.120. Regulations governing contractors.

*[Repealed by § 17 ch 142 SLA 1972.]*

**ARTICLE 2. GENERAL PROVISIONS**

**Section:**

900. Definition

**Sec. 36.05.900. Definition.**

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

(§ 3 ch 111 SLA 2003)

**CHAPTER 10. EMPLOYMENT PREFERENCE**

**Section:**

- 05. Legislative Findings
- 07. State policy
- 20. Apprentices
- 30. Reduction of work force
- 40. Application to contracts involving federal funds
- 70. Unavailability of preferred workers
- 75. Duties of commissioner of Labor and Workforce Development
- 76. Duties of state or political subdivision
- 80. Chapter incorporated in contracts
- 90. Publication of list of violators
- 100. Penalty
- 120. Investigations and hearings 900. Effect of judicial decisions
- 125. Enforcement
- 130. Resident hire report
- 140. Eligibility for preference
- 150. Determination of zone of underemployment
- 160. Preference for residents of economically distressed zones (Deleted)
- 170. Preference for economically disadvantaged minority residents (Deleted)
- 175. Preference for economically disadvantaged female (Deleted)
- 180. Projects subject to preference
- 190. Reporting provisions
- 200. Criminal penalties
- 210. Civil penalties
- 900. Effect of judicial decisions
- 990. Definitions

**Sec. 36.10.005. Legislative findings.**

(a) The legislature finds that

(1) because of its unique climate and its distance from the contiguous states, the state has historically suffered from unique social, seasonal, geographic, and economic conditions that result in an unstable economy;

(2) the unstable economy is a hardship on the residents of the state and is aggravated by the large numbers of seasonal and transient nonresident workers;

(3) the rate of unemployment among residents of the state is one of the highest in the nation;

(4) the state has one of the highest ratios of nonresident to resident workers in the nation;

(5) the state has a compelling interest in reducing the level of unemployment among its residents;

(6) the construction industry in the state accounts for a substantial percentage of the available employment;

(7) construction workers receive a greater percentage of all unemployment benefits paid by the state than is typical of other states;

(8) historically, the rate of unemployment in the construction industry in the state is higher than the rate of unemployment in other industries in the state;

(9) it is appropriate for the state to consider the welfare of its residents when it funds construction activity;

(10) it is in the public interest for the state to allocate public funds for capital projects in order to reduce unemployment among its resident construction workers;

(11) the influx of nonresident construction workers contributes to or causes the high unemployment rate among resident construction workers because nonresident workers compete with residents for the limited number of available construction jobs;

(12) nonresident workers displace a substantial number of qualified, available, and unemployed Alaska workers on jobs on state funded public works projects;

(13) the state has a special interest in seeing that the benefits of state construction spending accrue to its residents;

(14) the natural resources of land owned by the state belong to the citizens of the state;

(15) Alaskans have chosen to use the majority of the royalties derived from the state's natural resources to fund state government;

(16) the vast majority of the state's revenue is derived from natural resource income rather than from other forms of taxation;

(17) because the state has no personal income tax or sales tax, nonresident workers use services provided by the state but do not contribute fairly to the costs of those services; and

(18) Alaskans, more than the residents of other states, suffer economically when nonresidents displace qualified residents since resident workers contribute local taxes as well as their share of the royalties from natural resources.

(b) The legislature further finds that

(1) the state and its political subdivisions, when acting as a market participant in funding public works projects, should give Alaska residents an employment preference to promote a more stable economy;

(2) the state and its political subdivisions have a duty of loyalty to their citizens and should fulfill this duty by giving residents preference for employment on public works projects they fund;

(3) there is a legitimate and compelling governmental interest and that the public health and welfare will suffer if state residents are not afforded employment preference in state funded construction related work.

(c) The legislature finds that the following factors are reasonable but not exclusive indicators of the ratio of nonresident to resident employees in the state:

(1) the ratio of applicants for unemployment insurance who list out-of-state residences to applicants who list residences in the state;

(2) the ratio of employees who are subject to unemployment insurance coverage and who did not apply for or were denied a permanent fund dividend to employees who were found eligible for a dividend.

(d) The legislature finds that

(1) the number of state residents who are unable to find work is considerably higher than is reflected by unemployment rates based on nationally accepted measures;

(2) many rural state residents who wish to work do not seek employment as frequently as necessary to meet federal definitions of unemployment because of continuing lack of employment opportunities in rural areas of the state.

(§ 1 ch 69 SLA 1985; am § 2 ch 33 SLA 1986)

Sec. 36.10.006. Statement of purpose.

*[Repealed § 16 ch 20 SLA 2002.]*

#### **Sec. 36.10.007. State policy.**

It is the policy of this state that, to fulfill the duty of loyalty owed to its citizens and to remedy social or economic problems, the state will grant an employment preference to residents when the state is acting as a market participant.

(§ 1 ch 69 SLA 1985)

Sec. 36.10.010. Employment preference.

*[Repealed § 11 ch 33 SLA 1986.]*

#### **Sec. 36.10.020. Apprentices.**

Apprentices must be properly registered apprentices in their particular craft.

(§ 1c ch 177 SLA 1960)

#### **Sec. 36.10.030. Reduction of work force.**

When a work force is reduced, resident workers, except supervisory personnel, shall be terminated last.

(§ 1d ch 177 SLA 1960)

#### **Sec. 36.10.040. Application to contracts involving federal funds.**

In a contract involving expenditure of federal aid funds, this chapter may not be enforced in a manner that conflicts with federal statutes giving preference to veterans or prohibiting other preferences or discriminations among United States citizens.

(§ 2 ch 177 SLA 1960)

Sec. 36.10.050. Employment of aliens.

*[Repealed by § 17 ch 142 SLA 1972.]*

Sec. 36.10.060. Employment of prisoners.

*[Repealed by § 6 ch 53 SLA 1982.]*

**Sec. 36.10.070. Unavailability of preferred workers.**

(a) An employer subject to hiring requirements under this chapter may request the Department of Labor and Workforce Development to assist in locating qualified, eligible employees. After receiving a request for assistance, the department shall refer qualified, eligible, available residents to the employer to fill the employer's hiring needs. The employer shall cooperate with the department.

(b) If the department is unable to refer a sufficient number of qualified, eligible, available residents able to perform the work, the commissioner of labor may approve the hiring of residents who are not eligible for preference and nonresidents for the balance of the request.

(§ 5 ch 177 SLA 1960; am § 2 ch 208 SLA 1972; am § 3 ch 33 SLA 1986)

**Sec. 36.10.075. Regulations.**

(a) The commissioner of labor and workforce development shall adopt regulations necessary to carry out the provisions of this chapter including but not limited to the method, time and content of reporting by employers covered by this chapter and reporting provisions permitting on-going supervision by the Department of Labor and Workforce Development on all public works projects covered by this chapter.

(b) The commissioner of labor and workforce development shall adopt regulations to encourage and require the hiring of residents to the maximum extent permitted by law.

(§ 3 ch 208 SLA 1972; am § 4 ch 33 SLA 1986)

**Sec. 36.10.076. Notifications by state or political subdivision.**

An agency or political subdivision of the state covered by the provisions of this chapter shall notify the Department of Labor and Workforce Development periodically regarding planned public works. Notification shall be in the form and manner prescribed by the Department of Labor and Workforce Development.

(§ 3 ch 208 SLA 1972)

**Sec. 36.10.080. Chapter incorporated in contracts.**

The provisions of this chapter are considered to be a part of every public works contract.

(§ 6 ch 177 SLA 1960; am § 16 ch 9 SLA 2014)

**Sec. 36.10.090. Publication of list of violators.**

(a) The commissioner of labor and workforce development shall distribute to all departments and agencies of the state government and to all political subdivisions of the state a list of the names of persons or firms convicted of a violation of this chapter. A person appearing on the list or a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision until after three years from the date of publication of the list.

(b) A local government or school district covered by the provisions of this chapter that is found to be in violation of these provisions may be required to forfeit all or part of the state aid made available for the project in which the violation occurs and in addition may be denied up to 12 months of state community assistance or public school funding. A state department or agency head found to be in violation of this chapter may be required to forfeit the position of the department or agency head.

(c) A person or governmental entity covered by the provisions of (b) of this section who is not satisfied by a decision of the Department of Labor and Workforce Development may, as the final administrative process, appeal the decision to a committee consisting of the commissioners of transportation and public facilities, labor, and workforce development, and administration.

The commissioner of transportation and public facilities is the chairman of the committee. A quorum for conducting business is three members and any decision made must be supported by a majority of the committee members. The committee may, upon a showing of hardship, waive all or any part of the penalty provisions of this chapter.

(§ 7 ch 177 SLA 1960; am § 12 ch 142 SLA 1972; am § 4 ch 208 SLA 1972; am E.O. No. 39, § 11 (1977); am § 35 ch 83 SLA 1998; am § 13 ch 44 SLA 2016)

**Sec. 36.10.100. Retainage and Penalty.**

(a) A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages that should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency.

(b) A contractor or the agent of a contractor who violates a provision of this chapter is guilty of a misdemeanor, and upon conviction is punishable by a fine of not more than \$500, or by imprisonment for not more than 90 days, or by both. (§ 8 ch 177 SLA 1960)

Sec. 36.10.110. Definitions.

*[Repealed by § 17 ch 142 SLA 1972.]*

**Sec. 36.10.120. Investigations and hearings.**

The Department of Labor and Workforce Development may, when necessary to enforce this chapter,

(1) conduct investigations and hold hearings relating to employment preference;

(2) compel the attendance of witnesses and the production of books, papers and documents;

(§ 13 ch 142 SLA 1972; am § 46 ch 53 SLA 1973)

**Sec. 36.10.125. Enforcement.**

(a) The attorney general shall, when requested by the Department of Labor and Workforce Development, enforce the provisions of this chapter. The attorney general may obtain a court order prohibiting a contractor or subcontractor violating this chapter from continuing to work on existing public construction contracts of the state or a political subdivision of the state. The state or political subdivision of the state may prosecute the work to

completion by contract or otherwise, and the contractor or subcontractor and the sureties of the contractor or subcontractor are liable for excess costs for completing the work.

(b) A private person is entitled to bring an action in the superior court to enforce the provisions of this chapter if that private person first gives at least 20 days notice to the commissioner of labor and workforce development. The notice must set out

(1) the intent of the private person to bring an action under this subsection;

(2) the specific violation complained of; and

(3) the name of the person accused of the violation.

(c) In an action brought under (b) of this section, the court may, in its discretion, order denial of state community assistance, revenue sharing, or public school funding, forfeiture of office or position, or injunctive or other relief. If the court finds for the plaintiff in an action brought under (b) of this section, it may award the plaintiff an amount equal to the actual costs and attorney fees incurred by the plaintiff.

(§ 13 ch 142 SLA 1972; am § 1 ch 183 SLA 1976; am § 36 ch 83 SLA 1998; am § 14 ch 44 SLA 2016)

#### **Sec. 36.10.130. Resident hire report.**

The attorney general and the commissioner of labor and workforce development shall report annually to the governor on the status of employment in the state, the effect of nonresident employment on the employment of residents in the state, and methods to increase resident hire. The report shall be submitted by January 31 of each year, and the governor shall notify the legislature that the report is available.

(§ 5 ch 33 SLA 1986; am § 55 ch 21 SLA 1995)

#### **Sec. 36.10.140. Eligibility for preference; approval of job-training programs.**

(a) A person is eligible for an employment preference under this chapter if the person certifies eligibility as required by the Department of Labor and Workforce Development, is a resident, and

(1) is receiving unemployment benefits under AS 23.20 or would be eligible to receive benefits but has exhausted them;

(2) is not working and has registered to find work with a public or private employment agency or a local hiring hall;

(3) is underemployed or marginally employed as defined by the department; or

(4) has completed a job-training program approved by the department and is either not employed or is engaged in employment that does not use the skills acquired in the job-training program.

(b) In approving job-training programs under (a) of this section, the department shall use information and findings from other state and federal agencies as much as possible.

(c) An employer subject to a resident hiring requirement under this chapter shall certify that persons

employed as residents under the preference were eligible for the preference at the time of hiring.

(d) A labor organization that dispatches members for work on a public works project under a collective bargaining agreement shall certify that persons dispatched as residents to meet a preference were eligible for the preference at the time of dispatch.

(e) An employer or labor organization may request assistance from the Department of Labor and Workforce Development in verifying the eligibility of an applicant for a hiring preference under this chapter.

(§ 5 ch 33 SLA 1986)

#### **Sec. 36.10.150. Determination of zone of underemployment.**

(a) Immediately following a determination by the commissioner of labor and workforce development that a zone of underemployment exists, and for the next two fiscal years after the determination, qualified residents of the zone who are eligible under AS 36.10.140 shall be given preference in hiring for work on each project under AS 36.10.180 that is wholly or partially sited within the zone. The preference applies on a craft-by-craft or occupational basis.

(b) The commissioner of labor and workforce development shall determine the amount of work that must be performed under this section by qualified residents who are eligible for an employment preference under AS 36.10.140. In making this determination, the commissioner shall consider the nature of the work, the classification of workers, availability of eligible residents, and the willingness of eligible residents to perform the work.

(c) The commissioner shall determine that a zone of underemployment exists if the commissioner finds that

(1) the rate of unemployment within the zone is substantially higher than the national rate of unemployment;

(2) a substantial number of residents in the zone have experience or training in occupations that would be employed on a public works project;

(3) the lack of employment opportunities in the zone has substantially contributed to serious social or economic problems in the zone; and

(4) employment of workers who are not residents is a peculiar source of the unemployment of residents of the zone. (§ 5 ch 33 SLA 1986)

#### **Sec. 36.10.180. Projects subject to preference.**

(a) The preferences established in AS 36.10.150 - 36.10.175 apply to work performed

(1) under a contract for construction, repair, preliminary surveys, engineering studies, consulting, maintenance work, or any other retention of services necessary to complete a given project that is let by the state or any agency of the state, a department, office, state board, commission, public corporation, or other organizational unit of or created under the executive, legislative or judicial branch of state government,

including the University of Alaska and the Alaska Railroad Corporation, or by a political subdivision of the state including a regional school board with respect to an educational facility under AS 14.11.020;

(2) on a public works project under a grant to a municipality under AS 37.05.315 or AS 37.06.010;

(3) on a public works project under a grant to a named recipient under AS 37.05.316;

(4) on a public works project under a grant to an unincorporated community under AS 37.05.317 or AS 37.06.020; and

(5) on any other public works project or construction project that is funded in whole or in part by state money.

(b) If the governor has declared an area to be an area impacted by an economic disaster under AS 44.33.285, then the preference for residents of the area established under AS 44.33.285 - 44.33.310 supersedes the preference under AS 36.10.150 - 36.10.175 for contracts awarded by the state.

(c) The commissioner shall define the boundaries of a zone within which a preference applies.  
(§ 5 ch 33 SLA 1986; am § 2 ch 80 SLA 1993)

#### **Sec. 36.10.190. Reporting provisions.**

An employer obligated to meet resident hire requirements under this chapter shall comply with the reporting provisions that the commissioner of labor and workforce development determines are reasonably necessary to carry out this chapter. Except for statistical data, all information regarding specific employees is confidential and may not be released by the Department of Labor and Workforce Development. However, confidential employee information may be shared between departments for purposes of this chapter.

(§ 5 ch 33 SLA 1986)

#### **Sec. 36.10.200. Criminal penalties.**

(a) A person who makes a false sworn statement in connection with a certification of eligibility for an employment preference under this chapter is subject to criminal prosecution for perjury as provided in AS 11.56.200.

(b) A person who makes an unsworn falsification, with the intent to mislead a public servant in the performance of a duty, in connection with a certification of eligibility for an employment preference under this chapter, is subject to criminal prosecution as provided in AS 11.56.210.

(§ 5 ch 33 SLA 1986)

#### **Sec. 36.10.210. Civil penalties.**

(a) In addition to any criminal penalties imposed, after a hearing the department may impose a civil penalty on a person who, in connection with certification of eligibility for an employment preference under this chapter,

(1) made a false sworn statement; or

(2) made an unsworn falsification with intent to mislead a public servant in the performance of a duty.

(b) The amount of the civil penalty under (a) of this section for a person who falsely certifies that the person is eligible for an employment preference under this chapter is not more than \$400 for each false certification.

(c) The amount of the civil penalty under (a) of this section for an employer who falsely certifies that employees are residents eligible for a preference under this chapter is not more than \$2,000 for each of the first five false certifications. The penalty for the sixth false certification made by an employer and for each false certification thereafter is at least \$2,000 and not more than \$4,000.

(§ 5 ch 33 SLA 1986)

#### **Sec. 36.10.900. Severability.**

If a provision of this chapter, or the application of a provision to a person or circumstance, is held invalid, the remainder of this chapter and the application to other persons or circumstances shall not be affected by the holding. The remainder shall be enforced to the greatest extent constitutionally permissible under the constitutions of the United States and the State of Alaska.

(§ 5 ch 33 SLA 1986)

#### **Sec. 36.10.990. Definitions.**

In this chapter

(1) "qualified" means possesses the requisite education, training, skills, or experience to perform the work;

(2) "zone" includes a census area in the state, an economic region of the state, and the state as a whole.

(§ 5 ch 33 SLA 1986)

## **CHAPTER 15. ALASKA PRODUCT PREFERENCES.**

### **ARTICLE 1. FOREST PRODUCTS PREFERENCE**

#### **Section:**

10. Use of local forest products required in projects financed by public money

20. Insertion of clause in calls for bids and in contracts

#### **Sec. 36.15.010. Use of local forest products required in projects financed by public money.**

In a project financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. (§ 14-3-1 ACLA 1949)

#### **Sec. 36.15.020. Insertion of clause in calls for bids and in contracts.**

A clause containing the substance of AS 36.15.010 shall be inserted in all calls for bids and in all contracts awarded. (§ 14-3-2 ACLA 1949)

**CHAPTER 25. CONTRACTORS' BONDS.****Section:**

- 10. Bonds of contractors for public buildings or works
- 20. Rights of persons furnishing labor or material
- 25. Optional municipal exemption

**Sec. 36.25.010. Bonds of contractors for public buildings or works.**

(a) Except as provided in AS 44.33.300, before a contract exceeding \$100,000 for the construction, alteration, or repair of a public building or public work of the state or a political subdivision of the state is awarded to a general or specialty contractor, the contractor shall furnish to the state or a political subdivision of the state the following bonds, which become binding upon the award of the contract to that contractor:

(1) a performance bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond; the amount of the performance bond shall be equivalent to the amount of the payment bond;

(2) a payment bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond for the protection of all persons who supply labor and material in the prosecution of the work provided for in the contract; when the total amount payable by the terms of the contract is not more than \$1,000,000, the payment bond shall be in a sum of one-half the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$1,000,000 and not more than \$5,000,000, the payment bond shall be in a sum of 40 percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$5,000,000, the payment bond shall be in sum of \$2,500,000.

(b) This section does not limit the authority of the contracting officer to require a performance bond or other security in addition to those, or in cases other than the cases specified in (a) of this section.

(c) When no payment bond has been furnished, the contracting department may not approve final payments to the contractor until the contractor files a written certification that all persons who supplied labor or material in the prosecution of the work provided for in the contract have been paid.

(§ 1 ch 49 SLA 1953; am § 1 ch 77 SLA 1964; am § 14 ch 142 SLA 1972; am §§ 1, 2 ch 180 SLA 1976; am § 8 ch 277 SLA 1976; am 34 ch 108 SLA 1982)

**Sec. 36.25.020. Rights of persons furnishing labor or material.**

(a) A person who furnishes labor or material in the prosecution of the work provided for in the contract for which a payment bond is furnished under AS 36.25.010 and who is not paid in full before the expiration of 90 days after the last day on which the labor is performed or

material is furnished for which the claim is made, may sue on the payment bond for the amount unpaid at the time of the suit.

(b) However, a person having direct contractual relationships with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond has a right of action on the payment bond upon giving written notice to the contractor within 90 days from the last date on which the person performed labor or furnished material for which the claim is made. The notice must state with substantial accuracy the amount claimed and the name of the person to whom the material was furnished or for whom the labor was performed. The notice shall be served by mailing it by registered mail, postage prepaid, in an envelope addressed to the contractor at any place where the contractor maintains an office or conducts business, or the contractor's residence, or in any manner in which a peace officer is authorized to serve summons.

(c) A suit brought under this section shall be brought in the name of the state or the political subdivision of the state for the use of the person suing in the court with jurisdiction. A suit under this section is subject to AS 08.18.151. A suit may not be started after the expiration of one year after the date of final settlement of the contract. The state or political subdivision of the state is not liable for costs or expenses of the suit.

(§ 2 ch 49 SLA 1953; am § 15 ch 142 SLA 1972 am §58 ch 14 SLA 1987)

**Sec. 36.25.025. Optional municipal exemption.**

A municipality, by ordinance adopted by its governing body, may exempt contractors from compliance with the provisions as AS 36.25.010(a) if the estimated cost of the project does not exceed \$400,000, and

(1) the contractor is, and for two years immediately preceding the award of the contract has been, a licensed contractor having its principal office in the state;

(2) the contractor certifies that it has not defaulted on a contract awarded to the contractor during the period of three years preceding the award of a contract for which a bid is submitted;

(3) the contractor submits a financial statement, prepared within a period of nine months preceding the submission of a bid for the contract and certified by a public accountant or a certified public accountant licensed under AS 08.04, demonstrating that the contractor has a net worth of not less than 20 percent of the amount of the contract for which a bid is submitted; and

(4) the total amount of all contracts that the contractor anticipates performing during the term of performance of the contract for which a bid is submitted does not exceed the net worth of the contractor reported in the certified financial statement prepared and submitted under (3) of this section by more than seven times.

(§ 1 ch 81 SLA 1978)



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**CHAPTER 95. GENERAL PROVISIONS****Section:**

## 10. Definitions

**Sec. 36.95.010. Definitions.**

In this title, unless the context requires otherwise,

(1) "contractor" means the contractor including subcontractors performing work necessary to facilitate public construction;

(2) "laborer, mechanic, or field surveyor" means a person who engages in work which is basically physical or unskilled in nature; or who engages in work, requiring the use of tools or machines, which basically consists of the shaping and working of materials into some type of structure, machine or other object; or who engages in outdoor tasks related to the operation of findings and delineating contour, dimensions, position, topography, as of any part of the earth's surface, by preparation of measured plan or description of any area or other portion of country or of road or line through any area or other portion of country;

(3) "public construction" or "public works" means the on-site field surveying, erection, rehabilitation, alteration, extension or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board;

(4) "resident" means a person who establishes residency under AS 01.10.055;

(5) "retainage" means money withheld from a contractor until completion of a contract or satisfaction of other contingency as evidenced by approval of the applicable pay estimate;

(6) "state or a political subdivision of the state" means any state department, state agency, state university, borough, city, village, school district or other state subdivision;

(7) "wages" includes fringe benefits.

(§ 16 ch 142 SLA 1972; am § 3 ch 89 SLA 1976; am § 16 ch 147 SLA 1978; am § 2 ch 85 SLA 1982; am § 92 ch 6 SLA 1984; am §§ 6, 11 ch 33 SLA 1986)

## ALASKA ADMINISTRATIVE CODE TITLE 8. LABOR

### PART 2. RESIDENT EMPLOYMENT

#### CHAPTER 30. PUBLIC CONTRACTS.

##### Article:

1. Wages and Hours  
(8 AAC 30.010 – 8 AAC 30.040)
2. Wage Scale  
(8 AAC 30.050)
3. Employment Preference  
(8 AAC 30.060 – 8 AAC 30.088)
4. Investigations and Hearings  
(8 AAC 30.090 – 8 AAC 30.110)
5. Debarment  
(8 AAC 30.200 – 8 AAC 30.240)
6. General Provisions  
(8 AAC 30.900 – 8 AAC 30.920)

#### ARTICLE 1. WAGES AND HOURS.

##### Section:

10. Notification of contract awards
20. Certified payroll
25. Fringe benefit contributions
27. Notice of violation requiring withholding
30. Notification of withholding accrued payments
40. Notification of termination of contract

##### **8 AAC 30.010. Notification of Contract Awards.**

(a) Within 20 days of awarding a public contract, the state or political subdivision of the state shall notify the commissioner in writing that the contract has been awarded. The writing shall conform to the requirements of AS 36.05.035.

(b) Verification of contractors bonding requirements shall be by certified statement furnished to the commissioner by the state or political subdivision of the state which awarded the contract.

(Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.035

##### **8 AAC 30.020. Certified Payroll.**

(a) Before Friday of every second week, each contractor, subcontractor, or owner/operator who performs work on a public construction contract for the state or political subdivision of the state shall file with the department a certified payroll (Form 07-6058) that covers the preceding reporting period.

(b) The certified payroll shall be submitted to the department's regional office in the judicial district in which the work is performed:

- 1st Judicial District - Department of Labor and Workforce Development, Juneau
- 3rd Judicial District - Department of Labor and Workforce Development, Anchorage

2nd and 4th Judicial Districts - Department of Labor and Workforce Development, Fairbanks

(c) Instead of submitting Form 07-6058, a contractor may submit the contractor's payroll form. However, the payroll form must contain the same information and statement of compliance required by Form 07-6058.

(d) Owner/operators who perform duties as laborers, mechanics, or field surveyors while working as contractors or subcontractors on a public work project shall be included on their certified payrolls in the same manner as any other laborer, mechanic or field surveyor. However, an owner/operator who performs duties as a laborer, mechanic, field surveyor is not required to pay themselves each reporting period, but shall report hours worked and actual payments received under the terms of the contract and the period covered by each payment. After deducting operating expenses, the actual payment received by an owner/operator performing duties as a laborer, mechanic, or field surveyor must meet or exceed the minimum prevailing rate of pay in the applicable classification for each hour worked on a public construction project.

(e) If a contractor is under contract to provide trucks on a public construction project and leases a truck to an individual truck driver or dispatches an owner/operator working on that same project, the contractor shall pay no less than the prevailing wage for each hour worked each certified payroll reporting period to that driver.

(Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/01; Register 159; am 3/2/2008, Register 185)

Authority: AS 36.05.030 AS 36.05.040  
AS 36.10.075

##### **Editor's Note:**

As of Register 151 (October 1999), the regulations attorney made technical revisions under AS 44.62.125 (b)(6) to reflect the name change of the Department of Labor to the Department of Labor and Workforce Development made by ch. 58, SLA 1999 and the corresponding title change of the commissioner of labor.

Form 07-6058 (payroll form) required in 8 AAC 30.020 may be obtained from the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504; telephone: (907) 269-4900. The form is also available on the department's website at:  
<http://labor.alaska.gov/lss/lssforms.htm>

**8 AAC 30.025. Fringe Benefit Contributions.**

(a) Employers must remit contributions to union trusts, approved private pension plans, or other approved fringe benefit plans by the 15th of the month following the accrual of the contribution. If the plan itself has a more stringent remittance deadline, the plan deadline shall prevail. A copy of the actual deposit or other satisfactory proof shall be provided the department upon request.

(b) A private pension plan or other fringe benefit plan as referenced in (a) of this section must meet the following conditions in order to be approved as an offset against the prevailing wage rate requirement for fringe benefits:

(1) plan contributions must be

(A) irrevocable;

(B) deposited on a regular basis, not less than monthly, to a trustee or third-party administrator;

(C) free of administrative expense charges to employees, except reasonable and customary administrative fees charged to the plan as a whole, subject to approval of the plan trustee;

(D) non-discretionary;

(E) factored across all work performed by an employee in public construction and non-public construction with the exception of an automatic vesting 401(k) plan;

(2) plan contributions may not be made on behalf of employees who are not eligible to participate in the plan;

(3) except for an automatic vesting 401(k) plan, plan contributions must not be funded solely through hours worked on public construction projects.

(c) Except for an automatic vesting 401(k) plan which allows the actual hourly amount contributed to the plan during the public construction project to be directly credited against fringe benefit payment requirements, to establish an hourly rate for credit against prevailing wage requirements, the amount paid by the employer for the benefit shall be divided by the hours worked by the employee under the plan during the interval under which payments are due to the plan administrator. To allow for seasonal variations, the plan costs may be calculated on an annual basis.

(d) If the hourly rate established under (c) of this section does not meet the prevailing fringe benefit rate, the remainder must be paid to the employee.

(e) If a pension plan meets the requirements under 29 U.S.C. 1001 – 1461 (Employee Retirement Income Security Act of 1974) and includes a minimum vesting requirement, any forfeited amounts must remain in the trust, subject to the authority of the trustee and may not revert to the employer.

(f) The department may disallow an employer from taking credit for fringe benefit contributions as an offset to prevailing wage requirements if the provisions of this section are not met. Upon request, the employer shall provide the following to the department:

(1) a copy of the plan;

(2) a copy of the plan adoption agreement;

(3) the name, address, and telephone number of the plan broker;

(4) the name, address, and telephone number of the plan administrator;

(5) the United States Internal Revenue Service approval letter;

(6) the calculations of the hourly cost equivalent for the plan.

(g) An apprentice shall receive 100 percent of the prevailing fringe benefit rate established in the applicable *Laborers' and Mechanics' Minimum Rates of Pay*, unless a bona fide fringe benefit plan is specified in the applicable Standards of Apprenticeship approved by the United States Department of Labor, Office of Apprenticeship.

(h) In this section, "automatic vesting 401(k) plan," means a 401(k) plan maintained in compliance with 29 U.S.C. 1001 – 1461 (Employee Retirement Income Security Act of 1974) that allows for immediate vesting in the plan to ensure that the employee will not be subject to any forfeiture of amounts contributed to the plan since it has no vesting requirements.

(Eff. 1/2/91, Register 116; am 3/2/2008, Register 185; am 8/12/2018, Register 227)

Authority: AS 23.05.060 AS 36.05.030  
AS 36.05.070

**8 AAC 30.027. Notice of violation requiring withholding.**

When the department determines, under the authority of AS 36.05.030, that a violation has occurred, it shall notify the contracting agency as to the nature and estimated amount of the violation so that the contracting agency can fulfill its obligation to withhold funds under AS 36.05.070

(4). (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030  
AS 36.05.070

**8 AAC 30.030. Notification of withholding accrued payments.**

(a) If the state or a political subdivision of the state withholds accrued payments under those provisions of its contracts required by AS 36.05.070(c)(4), the state or political subdivision shall notify the commissioner within three working days.

(b) Notification shall be in writing and contain the following information:

(1) name of state agency or political subdivision of the state that awarded the contract;

(2) name of state agency or political subdivision of the state that is withholding accrued payments;

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

(7) wage rate actually being paid.

(Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.070

**8 AAC 30.040. Notification of Termination of Contract.**

(a) If the state or a political subdivision of the state terminates a contract under those provisions of its contract required under AS 36.05.080, the state or political subdivision of the state shall notify the department within three working days.

(b) Notification shall be in writing and contain the following information:

- (1) name of state agency or political subdivision of the state that awarded the contract;
- (2) name of state agency or political subdivision of the state that is terminating the contract;
- (3) contractor's name and address;
- (4) address of construction site;
- (5) job classification being underpaid;
- (6) wage rate required by contract;
- (7) wage rate actually being paid; and
- (8) proposed action to be taken to complete construction.

(Eff. 7/8/73, Register 47)

Authority AS 36.05.030 AS 36.05.080

**ARTICLE 2. WAGE SCALE.****Section:****50. Wage Scale****8 AAC 30.050. Wage Scale.**

(a) The department will determine the prevailing wage rate to be paid laborers, mechanics, and field surveyors. The department will publish this determination in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*. The department will periodically revise the prevailing wage rates, on a regional basis, to correspond with the prevailing wage rate for similar work.

(b) The prevailing wage will be determined on a regional basis for two geographic regions of the state, north of North 63 degrees latitude and south of North 63 degrees latitude. A region may be subdivided into zones if the commissioner determines that the prevailing wage rate has local variations within the region. In determining the prevailing wage rate for a region or zone, the department will consider the prevailing wage that represents majority penetration for each work classification. If there is no majority penetration the department may set the prevailing wage rate in the following manner:

(1) If less than a majority of the persons employed at a particular skill level in a particular job class receive the same wage, the prevailing wage rate will be determined by taking the arithmetic mean (average) of the wages in the survey for the job class being considered.

(2) Prior to calculating the arithmetic mean, the survey will be adjusted by eliminating five percent of the extreme wage rates.

(3) For example, in a survey consisting of 75 different pay rates the rates will be arrayed in order of size. Five percent at both ends of the scale, the four

highest and four lowest, will be eliminated. The remaining 67 rates will be the final survey from which the arithmetic mean will be determined to be the prevailing rate of pay.

(4) In determining the prevailing wage rate for a region or zone, the department will consider the prevailing union wage, local practice, and any other standard considered by the department to be appropriate.

(c) Special prevailing wage rate determinations may be requested for special projects or special worker classifications, if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under (a) of this section. Requests for special wage rate determinations must be in writing and filed with the commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain

(1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;

(2) a brief narrative explaining why special wage rates are necessary;

(3) the job class or classes involved;

(4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;

(5) the approximate number of employees who will be affected; and

(6) any other information which might be helpful in determining if special wage rates are appropriate.

(d) The prevailing wage rate established in (a) of this section shall be considered the minimum wage rate that shall be paid to various classes of laborers, mechanics, and field surveyors.

(e) This section shall be made part of every contract that falls within the scope of AS 36.05.010 and 36.05.070(a).

(Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/2001, Register 159; am 3/2/2008, Register 185; am 11/25/2018, Register 228)

Authority: AS 36.05.010 AS 36.05.030  
AS 36.05.070

**Editor's note:**

The pamphlet titled *Laborers' and Mechanics' Minimum Rates of Pay* may be obtained from the Department of Labor and Workforce Development, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504; telephone: (907) 269-4900. The pamphlet is also available on the department's website at:

<http://labor.alaska.gov/lss/lssforms.htm>.

**8 AAC 30.051. Purpose.**

The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

**8 AAC 30.052. Board and lodging; remote sites.**

(a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonable travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonable travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.030  
AS 36.10.075 AS 36.05.010

**8 AAC 30.054. Per diem instead of board and lodging.**

(a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

(1) west of Livengood on the Elliot Highway, AK-2;

(2) on the Dalton Highway, AK-11;

(3) north of milepost 20 on the Taylor Highway, AK-5;

(4) each of Chicken on the Top of the World Highway; or

(5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.030  
AS 36.05.010 AS 36.10.075

**8 AAC 30.056. Alternative arrangement.**

Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

(1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and

(2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.010  
AS 36.05.030 AS 36.10.075

**ARTICLE 3. Employment Preference.****Section:**

60. *(Repealed)*

61. Contracting agency report requirements

62. Employer reporting requirements

64. Hiring preference for residents of zone of underemployment

65. *(Repealed)*

66. *(Repealed)*

67. *(Repealed)*

68. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems

70. *(Repealed)*

71. *(Repealed)*

72. Determining residency

73. Determination of resident hiring preferences

78. Resident hiring preferences in overlapping or multiple zones

80. *(Repealed)*

81. Compliance with preference requirements

82. Department determination of eligibility for preference

84. Appeals of eligibility determinations

86. Approval of job training programs

8 AAC 30.060. Resident Hiring.

*[Repealed 9/27/87]*

**8 AAC 30.061. Contracting agency reporting requirements.**

(a) Within 20 days after awarding a contract or grant covered by AS 36.10.180, a state agency or political subdivision of the state shall file with the department a notice containing

- (1) the name and address of the state agency or political subdivision awarding the contract or grant;
- (2) the name of the head of the state agency or political subdivision awarding the contract or grant;
- (3) the date of the contract or grant award;
- (4) the total amount of the contract or grant;
- (5) the location of the project; and
- (6) the name and address of each contractor and subcontractor performing work on the project.

(b) A state agency or political subdivision of the state shall report immediately to the department any changes or additions regarding the notice required in (a) of this section which involve either

- (1) a change in the identity of a contractor or subcontractor performing work on the project; or
- (2) a change in the total amount of the contract if the change exceeds \$10,000.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.076

**8 AAC 30.062. Employer reporting requirements.**

(a) Upon request by the department, an employer required to file a quarterly report of employment and wages under AS 23.20.105 - 23.20.535 shall include in its quarterly report the following information for each employee:

- (1) either the occupational title or the four-digit standard occupational classification code for the last position held by the employee; and
- (2) the two-digit geographic area code of the employee's primary work location.

(b) The department will provide each employer required to submit information under (a) of this section with a list of occupational codes and titles applicable to its industry and a map showing the boundaries and code for each geographic area of the state.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.190

**8 AAC 30.064. Hiring preference for residents of zone of underemployment.**

(a) For purposes of AS 36.10.150, the commissioner will determine that an area is a zone of underemployment if

- (1) the rate of unemployment within the area is at least 10 percent greater than the average national unemployment rate for the most recent 12-month period for which unemployment insurance figures are available, or a longer period determined appropriate by the commissioner to take into account unemployment trends exceeding a one-year period; for example, if the national unemployment rate is seven percent, the rate of unemployment in the area must be at least 7.7 percent for the area to be a zone of underemployment;

(2) at least 10 percent of the jobs in a particular craft or occupation that would be used on a particular public-funded project could be filled by residents of the area who are trained or experienced in that craft or occupation; a determination under this paragraph will be based on data for the quarter of highest employment for the most recent calendar year for which data is available;

(3) the lack of employment opportunities has substantially contributed to serious social or economic problems in the area, as determined under 8 AAC 30.068; and

(4) the employment of nonresidents is a peculiar source of unemployment for residents of the area, as determined under 8 AAC 30.069.

(b) For a public-funded project, the percentage of positions which must be reserved under AS 36.10.150 for eligible residents, in a craft or occupation subject to a hiring preference, is the percentage that would result in a determination under (a) of this section that the area was not a zone of underemployment. The department will compute the percentage for an occupation or craft and announce it after the determination under (a) of this section is made.

(Eff. 9/27/87, Register 103; am 6/8/11, Register 198)

Authority AS 36.10.075 AS 36.10.150

8 AAC 30.065. Hiring Preference for Residents of Economically Distressed Zone.

*[Repealed 8/9/2001]*

8 AAC 30.066. Hiring Preference for Economically Disadvantaged Minority Residents.

*[Repealed 8/9/2001]*

8 AAC 30.067. Hiring Preference for Economically Disadvantaged Female Residents.

*[Repealed 8/9/2001]*

**8 AAC 30.068. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems.**

For purposes of AS 36.10.150 - 36.10.175 and this chapter, the lack of employment opportunities has substantially contributed to serious social or economic problems if changes in indicators of social and economic problems are linked to changes in the number of people who want to work and are unable to obtain work. The commissioner will use correlation analysis, testimony, professional studies, or other evidence to establish the relationship between unemployment and social or economic problems.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.160

AS 36.10.175 AS 36.10.150

AS 36.10.170

**8 AAC 30.069. Determination of peculiar source of unemployment.**

For purposes of AS 36.10.150 - 36.10.175, and 8 AAC 30.064, the commissioner will determine that employment of nonresidents is a peculiar source of unemployment if more than 10 percent of the residents of an area who are trained or experienced in a craft or

occupation are unemployed and more than 10 percent of the total number of workers employed in that area in that craft or occupation are not residents of the area.

(Eff. 9/27/87, Register 103; am 08/9/01; Register 159)

Authority: AS 36.10.075 AS 36.10.160  
AS 36.10.175 AS 36.10.150  
AS 36.10.170

8 AAC 30.070. Annual Report by Agency or Political Subdivision of the State.

*[Repealed 9/27/87.]*

8 AAC 30.071. Determination of Past Economic Discrimination.

*[Repealed.]*

(Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

#### **8 AAC 30.072. Determining residency.**

The department will consider the following information in determining whether a person is a resident:

(1) where the person, the person's spouse, and the person's dependent children maintain their principal place of abode;

(2) where the person's dependent children are enrolled in school;

(3) the person's address on driver's licenses;

(4) the person's address on motor vehicle registrations;

(5) where the person's bank, credit union, or other financial accounts are maintained;

(6) the person's address on hunting, fishing, trapping, or other licenses;

(7) where the person is registered to vote;

(8) the person's address as shown on Department of Revenue permanent fund dividend records; and

(9) any other relevant facts.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.14  
AS 36.95.010(4)

#### **8 AAC 30.073. Determination of resident hiring preferences.**

(a) The commissioner will, at least biennially, determine whether an area is a zone of preference under AS 36.10 and this chapter if enough data is available to make that determination.

(b) The commissioner will include, in the annual resident hire report required under AS 36.10.130, all resident preference determinations made during the previous calendar year.

(c) When an area has been determined to be a resident hiring zone of preference, the department will notify all contractors of record who are or will be performing work on public-funded projects in the zone, and will notify all state agencies and political subdivisions that have public-funded projects in the zone.

(d) Upon notification under (c) of this section, the resident hiring preference requirements are effective

immediately and apply to all public-funded projects in the zone.

(Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.075

#### **8 AAC 30.078. Resident hiring preferences in overlapping or multiple zones.**

(a) If two areas are determined to be zones of preference under AS 36.10 and this chapter for the same resident hiring preference, and one of the zones is located entirely within the other, the preference requirements will apply to the larger zone.

(b) As provided in AS 36.10.150 - 36.10.175, if a public-funded project is located in more than one zone, the entire project is subject to the resident hiring preferences in effect in those zones.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

8 AAC 30.080.

*[Repealed 12/4/76]*

#### **8 AAC 30.081. Compliance with preference requirements.**

(a) To comply with AS 36.10.150 - 36.10.175, an employer subject to a resident hiring reference shall meet the relevant resident hire percentage, prescribed under this chapter, for each separate workweek. If an area has been determined to be a zone of preference for more than one type of resident hiring preference, the requirements of each preference apply. An employer may count the hire of an eligible resident toward satisfaction of each preference for which the resident qualifies.

(b) An employer subject to a resident hiring preference shall certify that each person hired as a resident under the preference was eligible for the preference at the time of hiring. The employer's certification must be provided on the weekly certified payroll form filed with the department (Form 07-6058); must include the name and residence address of each employee on the project, including supervisory employees; and must include a statement of compliance with all resident hiring preferences in effect.

(c) A labor organization that dispatches members for work on a public-funded project subject to a resident hiring preference shall certify to the employer at the time of dispatch that each person dispatched as a resident to meet a preference was eligible for the preference at the time of dispatch. The labor organization's certification must be in writing and must include the name and residence address of each person dispatched to the project.

(d) An employer subject to a resident hiring preference who is unable to find enough eligible residents may request from the department a waiver to hire an ineligible person for a specific job. The waiver request must be submitted to the department at least seven calendar days before the waiver is required to be considered for approval. Within three working days, the

department shall determine whether the contractor's proposed minimum qualifications for the position covered by the waiver request are acceptable. The employer must place an advertisement using at least one public form of statewide advertising, such as a newspaper with statewide circulation, and must request that the Alaska Employment Service post a statewide facilitated recruitment job order through the Alaska Job Center Network. The advertisement and the job order must run for at least three calendar days, and both must

(1) state that the purpose of the request is to satisfy employment preference requirements of this state under AS 36.10 and that applicants must be residents of this state;

(2) list the job title and minimum qualifications as accepted by the department;

(3) identify the rate of pay including fringe benefits and other compensation, such as travel or room and board;

(4) identify the job location, expected duration of the job, and the number of expected daily and weekly work hours; and

(5) specify that all job seekers apply through the Alaska Job Center Network.

(e) An employer subject to a resident hiring preference who is unable to find enough eligible residents from either private sources or from the applicants referred by the state employment center under (d) of this section may request from the department a waiver to hire an ineligible person for a specific job. A request for a waiver under this subsection must contain

(1) a description of the job for which a waiver is requested, to include the wages, benefits, expected start date, work schedule, and job duration;

(2) the required qualifications for the job for which a waiver is requested;

(3) the qualifications of the person for whom the waiver is requested;

(4) the name and residence address of the person for whom the waiver is requested;

(5) a description of the employer's efforts to obtain an eligible resident from private sources for the job for which a waiver is requested;

(6) a copy of the recruitment report from the Alaska Job Center Network containing the following information and documentation;

(A) a copy of the job order, a listing of all applicants from the job order and other private recruitment efforts, and the listing of the applicants referred to the employer;

(B) the recruitment result report to show the number of individuals interviewed, hired or not hired;

(C) and, a statement from the Alaska Job Center Network that the employer did or did not comply with the recruitment requirements;

(7) the name and location of the project for which the waiver is requested; and

(8) an explanation of why each applicant referred was not hired.

(f) The department will grant a waiver to employ an ineligible person if the employer establishes, to the department's satisfaction, that there are no qualified eligible residents for a specific job. A waiver granted by the department expires six months from the approval date, at the completion of the specific job for which the ineligible person was hired, or at the time the ineligible person terminates, whichever occurs first. The department will either grant or deny the waiver within 20 working days after receiving the request for a waiver and the supporting evidence required under (e) of this section.

(g) A waiver granted under this section will be determined invalid unless the same benefits provided to the ineligible nonresident, such as housing and transportation to the work site, are also offered and provided to eligible resident applicants.

(Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.070 AS 36.10.140 AS 36.180  
AS 36.10.190 AS 36.10.075

#### **8 AAC 30.082. Department determination of eligibility for preference.**

(a) Following a determination under this chapter that an area is a zone of preference, the department's assistance may be requested in determining a person's eligibility for a resident hiring preference in a craft or occupation on a public-funded project. Application for an eligibility determination must be made on a form available from the division or from any state employment center. An applicant may mail or deliver the completed application to the division or to any state employment center.

(b) A person will be determined to be eligible for a resident hiring preference if the person establishes, to the department's satisfaction, that he or she meets the eligibility criteria in AS 36.10.140 and 36.10.150 - 36.10.175. An applicant will be notified of the department's determination.

(c) The department will, in its discretion, request that an applicant provide additional information to the department. The additional information will be made a part of the application, and will, in the department's discretion, be used in determining the applicant's eligibility.

(d) If a person is determined under this section to be ineligible, a new application may be submitted if there are new or previously undisclosed facts bearing upon eligibility. The applicant shall note that the application is not an initial application and shall set out the new or previously undisclosed facts.

(e) An employer may rely on the department's determination of eligibility under this section in meeting the requirements of AS 36.10.140(c) and 36.10.150 - 36.10.175.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.070 AS 36.10.075  
AS 36.10.140



**8 AAC 30.084. Appeals of eligibility determinations.**

(a) A determination by the department under 8 AAC 30.082 that a person is not eligible for a resident hiring preference is final unless the applicant, or the applicant's representative, files a written appeal with the department within 20 days after receipt of the determination.

(b) An appeal must contain the name and mailing address of the applicant, the reasons for the appeal, and any arguments or information in support of the appeal.

(c) The department will, in its discretion, consider any relevant evidence in deciding an appeal even if the evidence is not admissible under Alaska rules of evidence. The department will, in its discretion, request additional information from the applicant. The applicant must respond in writing to a request for additional information within 10 days after receipt of the request. The department will, in its discretion, grant an extension of time to an applicant for good cause shown.

(d) Any notices or other documents in connection with an appeal will be mailed to the last address furnished by the applicant.

(e) The department will issue a written decision on the appeal within 30 days after receipt of the appeal or within 30 days after the submission of additional information requested under (c) of this section. The decision will include findings of fact and conclusions of law, and will be served on all parties to the appeal. The decision under this subsection is the final decision of the department.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.140

**8 AAC 30.086. Approval of job training programs.**

(a) For the purposes of AS 36.10.140(a)(4), the following types of job training programs are approved:

(1) a program approved by the Alaska Commission on Postsecondary Education, or by an equivalent agency in another state if the program is located in another state; or

(2) a program approved by the United States Department of Labor, Office of Apprenticeship.

(b) For the purposes of AS 36.10.140(a)(4), the following types of training programs will, in the department's discretion, be approved:

(1) a program sponsored or conducted by an employer or union; or

(2) a program approved under the Workforce Innovation and Opportunity Act (WIOA) 2014, Pub. L. No 113-138).

(Eff. 9/27/87, Register 103; am 8/12/2018, Register 227)

Authority: AS 36.10.140

**8 AAC 30.088. Computations regarding hiring preference requirements.**

Computing the number of workers or positions for resident employment preference under AS 36.10 and this chapter might result in a number that contains a fraction. In such cases, the fraction is to be dropped. For example, a result of 4.8 workers should be shown as 4 workers.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

**ARTICLE 4. INVESTIGATIONS AND HEARINGS.****Section:**

90. Investigations, Conference, and Persuasion

100. Hearings

110. Decisions

**8 AAC 30.090. Investigations, conference, and persuasion.**

(a) The division will investigate potential violations of AS 36 (Public Contracts), on its own motion or on the complaint of any person.

(b) If, after preliminary investigation, the division finds that probably cause exists to believe that a violation of AS 36.05 or AS 36.10 has occurred, the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 a copy of the complaint or a description of the alleged violation by personal service or certified mail to the last known address of the respondent and to the respondent's registered agent, if any. If respondent is a subcontractor, the division will also provide the prime contractor with a copy of the complaint or a description of the alleged violation by personal service or certified mail to the prime contractor's registered agent.

(c) The division will attempt to eliminate the alleged violation through conference and persuasion by providing the respondent and prime contractor an opportunity for an information conference to discuss the matter and attempt to eliminate the alleged violations.

(d) If an alleged violation is not rectified by the informal conference, or if the respondent or prime contractor fails to attend the conference without good cause, the division will notify the respondent and the prime contractor in writing of the failure of the informal conference. The division will include in its notification a summary of the division's investigative findings.

(e) The respondent or the prime contractor may request a hearing by sending the division a written request postmarked not later than 30 days of the date of the division's notification of the failure of the informal conference under (d) of this section. The hearing request must identify any investigative findings in dispute and the basis for the dispute, including any affirmative defenses. Upon receipt of a request for a hearing, the division will refer the case for hearing. Hearings under this section will be conducted in accordance with 8 AAC 30.100.

(f) If no timely request for hearing is received, the division's investigative findings will be final.

(Eff. 12/4/76, Register 60; am 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/2/2008, Register 185; am 8/12/2018, Register 227)

Authority: AS 23.05.060 AS 36.10.075

AS 36.10.120 AS 36.05.030

**8 AAC 30.100. Hearings.**

(a) Both respondent and complainant may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent and to the complainant, if any, of the time and place of the hearing on an alleged violation of AS 36.05 or AS 36.10 by certified mail, or by personal service at least 15 days before the hearing. Mailing to the last known address or the address listed with the division of occupational licensing for construction contractors shall be considered valid service. The notice will contain a copy of the complaint and a description of the alleged violation which will be considered at the hearing.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer, to preside over the hearing, and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule which might make improper the admission of such evidence over objection in civil actions, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but will not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent or complainant does not testify in that person's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(Eff. 12/4/76, Register 60; am 1/2/91, Register 116; am

8/9/01; Register 159)

Authority: AS 23.05.060 AS 36.10.075  
AS 36.10.120 AS 36.05.030

**8 AAC 30.110. Decisions.**

(a) The hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director will act upon the hearing officer's recommendation and render a final decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent and complainant, if any, by personal service or certified mail, return receipt requested. If the director determines that the respondent has violated AS 36.05 or AS 36.10, the decision may contain such cease and desist orders and other orders and relief, including a recommendation that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090 and AS 36.10.090, as the director considers appropriate to correct the unlawful conduct. If, after the director's decision finding the respondent in violation of AS 36.05 or AS 36.10 is served on the respondent, the director determines that the respondent has not ceased or has failed to correct the unlawful conduct, the director will refer the matter to the attorney general for enforcement.

(Eff. 12/4/76, Register 60; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.10.075  
AS 36.10.125 AS 36.05.030  
AS 36.10.120

**ARTICLE 5. DEBARMENT.****Section:**

200. Review and Recommendations

210. Hearings

220. Decisions

230. Appeals

240. Request for Removal

**8 AAC 30.200. Review and Recommendations.**

(a) Contractors or subcontractors who have disregarded their obligations to employees as defined in 8 AAC 30.900 may be subject to debarment for three years.

(b) Debarment will be considered in those cases in which a contractor or subcontractor has committed willful, aggravated or repeated violations of the provisions of AS 36.05.

(c) The standards to be considered in determining if the contractor's or subcontractor's violations merit recommendation for debarment are

(1) falsification or concealment of records;

(2) refusal to pay prevailing wages;

(3) failure to pay prevailing wages;

(4) extent and seriousness of the violations; or

(5) three or more violations on the same or separate contracts within a five-year period.

(d) A prime contractor may be considered for debarment in cases where the violations are committed by its subcontractors. Criteria considered in determining whether a prime should be debarred are:

(1) a history of subcontractors violating under that prime;

(2) failure of the prime contractor to notify its subcontractors of the requirements of AS 36.05; and

(3) informing subcontractors how not to comply, or assisting a subcontractor in not complying with AS 36.05.

(e) At the completion of an enforcement action against a contractor or subcontractor for a violation of AS 36.05, the investigator will review the file to determine if a recommendation for debarment is warranted in accordance with (c) or (d) of this section. If it is determined that a recommendation for debarment is proper, the investigator will forward the recommendation citing specific statutes through his or her supervisor to the director. The director will review the recommendation of the investigator and determine if the case will be referred for hearing.

(f) When, as a result of an investigation conducted by the department, the director finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of AS 36.05 which constitute a disregard of its obligations to employees under that chapter, the director shall notify by personal service or certified mail to the last known address, the contractor or subcontractor and its responsible officers, of the finding. The director shall afford the contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under AS 36.05.090. The director will furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified request a hearing, the request must be made by letter postmarked within 30 days of the date of the letter from the director. The request must set forth any findings which are in dispute and the reasons therefore, including any affirmative defenses to be raised. Upon receipt of a request for a hearing, the director shall refer the case for hearing to determine the facts in dispute.

(g) Hearings under this section shall be conducted in accordance with 8 AAC 30.210. If no hearing is requested within 30 days of the date of the director's letter, the director's findings shall be final.

(Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030  
AS 36.05.090

#### **8 AAC 30.210. Hearings.**

(a) The respondent may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or

other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent of the time and place of the hearing on an alleged violation of AS 36.05 by certified mail or by personal service at least 15 days before the hearing. The notice will contain a summary of investigative findings that will be considered at the hearing. Service on the address a contractor or subcontractor has provided to the division of occupational licensing for the purpose of obtaining a contractor's license, or the last known address furnished by the contractor or subcontractor, shall be considered valid service.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer to preside over the hearing and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule that might make improper the admission of such evidence over objection in civil actions, if the evidence is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but is not sufficient in itself to support a finding unless the hearsay evidence would be admissible over objection in civil actions. The hearing officer may issue subpoenas at the request of either party or on the hearing officer's own motion.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent does not testify in the respondent's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(k) The department has the burden of proving that the alleged violations have occurred. The standard of proof required is by a preponderance of the evidence.

(Eff. 1/2/91, Register 116; am 8/9/01, Register 159)  
 Authority: AS 23.05.060 AS 36.05.030  
 AS 36.05.090

#### 8 AAC 30.220. Decisions.

(a) Within 90 days of concluding a hearing, the hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director may accept the recommendations, in part or in whole, or may remand the matter for further hearing. The director must act upon the hearing officer's recommendation and render a decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent by personal service or certified mail. If the director determines that the respondent has disregarded its obligations to employees under AS 36.05, the decision will order that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090.

(c) In the absence of or in addition to action of a state disbursing officer or local fiscal officer, the department will distribute a list reflecting the names of debarred contractors and the effective period of the debarment.

(Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)  
 Authority: AS 23.05.060 AS 36.05.030  
 AS 36.05.090

#### 8 AAC 30.230. Appeals.

The director's decision is final. Appeals must be filed in superior court in accordance with Alaska court Rules of Appellate Procedure.

(Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030  
 AS 36.05.090

#### 8 AAC 30.240. Request for Removal.

Any person or firm debarred under AS 36.05.090 and 8 AAC 30.220 may, in writing, request removal from the debarment list after six months from the date the debarment took effect. All requests should be directed to the director of labor standards and safety and must contain a full explanation of the reasons why such person or firm should be removed from the debarred list. In cases where the contractor or subcontractor failed to make full restitution of wages and fringe benefit contributions to all underpaid employees, a request for removal will not be considered until all underpayments, including appropriate interest, are made. In other cases, the director will examine the facts and circumstances surrounding the violative practices which caused the debarment and issue a decision as to whether or not the person or firm has demonstrated a current responsibility to comply with AS 36.05 and therefore should be removed from the ineligible list.

(Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030  
 AS 36.05.090

### ARTICLE 6. GENERAL PROVISIONS.

#### Section:

900. General Definitions

910. Definition of "On-Site."

920. Definition of "Economic Region."

#### 8 AAC 30.900. General Definitions.

In this chapter and in AS 36

(1) "commissioner" means the commissioner of labor and workforce development;

(2) "crafts" and "occupations" mean the occupations identified in the *Standard Occupational Classification Manual* (2018 edition);

(3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;

(4) "department" means the Alaska Department of Labor and Workforce Development;

(5) "director" means the director of the labor standards and safety division of the department;

(6) "disregarded their obligations to employees" (or a grammatical variant) as used in AS 36.05.090 and this chapter includes any of the following:

(A) failure or refusal to pay basic prevailing wages;

(B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;

(C) failure to pay at least once a week;

(D) failure to pay unconditionally; or

(E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;

(7) "division" means the labor standards and safety division of the department;

(8) "eligible resident" means a person who meets the requirements of AS 36.10.140(a) and AS 01.10.055 and who, under 8 AAC 30.072, would be determined to be a resident of an area that has been determined by the department under this chapter to be a resident hiring zone of preference;

(9) "hire" and its derivatives mean engaging an individual to work on a public-funded project, and includes the transfer of an existing employee from one location to another or from one craft or occupation to another;

(10) "interest" as used in AS 36.05.090 means more than five percent investment in a partnership or association, more than ten percent share in stock in a corporation, or holding any elected or appointed office in the business entity;

(11) "majority penetration" means that the majority of qualified laborers, mechanics, and field surveyors working at a particular skill level in a particular job class, as indicated by response to a department survey, receive a particular wage;

(12) "marginally employed" means that a person is employed for fewer than 30 hours a week and the person wishes to work 30 hours or more a week;

(13) "owner/operator" as used in 8 AAC 30.020(d) means those independent contractors who by virtue of the duties they perform, or the manner in which they perform them, cannot be considered employees of the person or entity who has contracted for their services; in this paragraph, "independent contractor" means a person who

(A) has an express contract to perform the services;

(B) is free from direction and control over the means and manner of providing services, subject only to the right of the individual for whom, or entity for which, the services are provided to specify the desired results, completion schedule, or range of work hours, or to monitor the work for compliance with contract plans and specifications, or federal, state, or municipal law;

(C) incurs most of the expenses for tools, labor, and other operational costs necessary to perform the services;

(D) has the opportunity for profit and loss as a result of the services performed for the other individual or entity; and

(E) is free to hire and fire employees to help perform the services for the contracted work;

(14) *[repealed 8/9/2001;]*

(15) "person" and "persons" as used in AS 36.05.090 means a person as that term is defined in AS 01.10.060 (8);

(16) "prevailing wage rate" means the total of the basic hourly rate, health and welfare, pension, legal service, apprentice training payments and other fringe benefits which inure to the benefit of the worker, as published by the department;

(17) "public-funded project" means a project described in AS 36.10.180 and AS 36.95.010 (3);

(18) "qualified" means having the education, training and experience necessary to perform the duties and satisfy the terms and conditions which are usual for the industry or profession or having the status specified in AS 36.95.010 (4);

(19) "state agency" means a state agency described in AS 36.10.180 (a)(1);

(20) "state employment centers" means those offices maintained by the department whose functions are to aid the unemployed in finding employment;

(21) "underemployed" means employed in a job that requires less skill or training than a job for which the employee is trained and qualified.

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field

surveyor first reports on-site to the project through the final date the person reports on-site to the project.

(Eff. 7/8/73, Register 47; am 12/4/76, Register 60; am 7/30/82, Register 83; am 9/27/87, Register 103; am 1/2/91, Register 116; am 8/9/01, Register 159; am 8/12/2018, Register 227; am 11/25/2018, Register 228; am 1/10/2021, Register 273)

Authority: AS 23.05.060 AS 36.10.075  
AS 36.95.010 AS 36.05.030  
AS 36.10.140

#### Editor's note:

Copies of the Standard Occupational Classification Manual adopted by reference in 8 AAC 30.900(2) are available for review at the Anchorage, Fairbanks, and Juneau offices of the department.

As of Register 151 (October 1999), the regulations attorney made technical revisions under AS 44.62.125 (b)(6) to reflect the name change of the Department of Labor to the Department of Labor and Workforce Development made by ch. 58, SLA 1999 and the corresponding title change of the commissioner of labor.

#### 8 AAC 30.910. Definition of "on-site."

(a) In AS 36.95.010(3), "on-site" means at the physical place where the construction called for in a contract will remain when work on it has been completed and at other property used by the contractor or subcontractor in the construction which can reasonably be said to be included in the site because of proximity. The scope of "on-site"

(1) has the following exceptions:

(A) for a truck driver employee or truck driver owner/operator working for a contractor or subcontractor on the project, "on-site" encompasses all round-trip truck driving activity associated with delivering or hauling away materials, equipment, or supplies for the purposes of completing a public construction contract;

(B) for a truck driver employee or truck driver owner/operator who is working for a contractor or subcontractor on the project, and who, for the purposes of completing a public construction contract, hauls materials, equipment, or supplies away from a public construction project footprint, but does not return to the public construction project, "on-site" encompasses the haul-away activities until the truck is offloaded;

(C) a truck driver performing delivery as an employee of a bona fide material supplier or common carrier is not "on-site" when delivering materials from a location that is not "on-site," including that material supplier's home yard or warehouse, if that location is not dedicated exclusively or nearly so to performance of one or more public construction projects;

(2) is extensive for larger projects, including airports, dams and roads, and includes the whole area in which the contract construction activity will take place; work areas separate from the physical footprint of the construction activity, including fabrication plants, mobile factories, batch plants, borrow pits, rock quarries, job headquarters, tool yards, and similar work areas, are "on-

site" if they are in close proximity and are dedicated exclusively or nearly so to performance of one or more public construction projects during the period of contract construction activity;

(3) for smaller projects, normally includes no more than the building itself and its grounds and other land or structures that are "down the block" or "across the street" that the contractor or subcontractor uses in performance of a particular public construction project.

(b) Laborers, mechanics, or field surveyors who perform duties within the limits of "on-site" are subject to the department's wage decision for all hours spent working "on-site." Workers who, under this subsection, are subject to the department's wage decision include

(1) flaggers;

(2) barricade suppliers who set up or move barricades or other traffic control devices;

(3) employees of bona fide material suppliers or common carriers who perform work "on-site," other than mere delivery, including drivers or delivery workers assisting in specific placement of asphalt or concrete during construction operations, stocking materials in rooms or on floors, or otherwise performing work in construction;

(4) workers who perform mobilization or demobilization activities;

(5) workers contracted or employed by material or equipment suppliers who erect, clean, repair, construct, or perform operational checks, other than contractually obligated warranty work, on equipment or material located "on-site"; and

(6) laborers, mechanics, or field surveyors who are engaged by a person or business that is hired or contracted by a prime construction contractor or subcontractor to provide services that are integral and necessary to the construction project; workers who are subject to this paragraph

(A) shall be considered to be "on-site" in the performance of those duties that the contractor or subcontractor was required to perform;

(B) include a trucking firm other than a common carrier whose services are engaged by a construction contractor or subcontractor on a public works job to pick up materials from a supplier's delivery point and transport them to the job site.

(c) Not included in "on-site" are permanent home offices, branch plants, fabrication plants, tool yards, and other establishments of a contractor or subcontractor whose locations and continuance are governed by its general business operations. This is so even though mechanics, laborers, and field surveyors working at these establishments may repair or maintain machinery used in contract performance or make doors, windows, frames, or forms called for by the contract while continuing normal commercial work. Regardless of the activities performed at these establishments, the department's wage decision does not apply, because they are not "on-site." However, if mechanics, laborers, or field surveyors are required to go to a place that is "on-site" to perform activities on the

contract, the department's wage decision is applicable for the actual time so spent, not including travel.

(d) For purposes of this section, a location or work area, or the existence or continuing operation of an enterprise, is dedicated exclusively or nearly so to one or more public construction projects if

(1) the location, work area, or enterprise is established in conjunction with one or more public construction projects; and

(2) during the year before a public construction project and during the life of a public construction project, less than 10 percent of documented sales or other uses are attributed to non-public construction projects.

(e) For purposes of this section, a site is in proximity to a public construction project if it is nearby the public construction project footprint and used on a regular and recurring basis to complete the public construction contract. The department will determine whether a site is in proximity to a public construction project on a project-by-project basis, taking into account

(1) the type of project;

(2) whether the use of a nearby site is required for completion of the project;

(3) whether the area of contract operations is developed or undeveloped; and

(4) the geographical lay of the land.

(f) In this section,

(1) "bona fide material supplier"

(A) means a commercial enterprise that holds itself out to the public as offering to supply sand, gravel, ready-mixed concrete, hot asphalt, or other construction materials to multiple clients for both public and private jobs; does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects;

(2) "common carrier"

(A) means a commercial enterprise that holds itself out to the public as offering to transport freight or passengers and delivers multiple types of materials to multiple clients for both public and private jobs on a recurrent basis over established routes; in this subparagraph, "freight"

(i) means materials, supplies, and equipment, other than materials described in (ii) of this subparagraph;

(ii) does not include dirt, sand, gravel, rock, or other naturally occurring earth materials;

(B) does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects.

(Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/2001, Register 159; am 3/24/2011, Register 197)

Authority: AS 23.05.060 AS 36.05.030

AS 36.10.075

**8 AAC 30.920. Definition of "Economic Region."**

In AS 36.10, "economic region" means a geographic area of the state sharing similar economic or demographic characteristics.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.990

**Editor's note:**

Forms and any other assistance needed for compliance with 8 AAC 30 may be obtained by contacting any state employment center or the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, Alaska 99504.

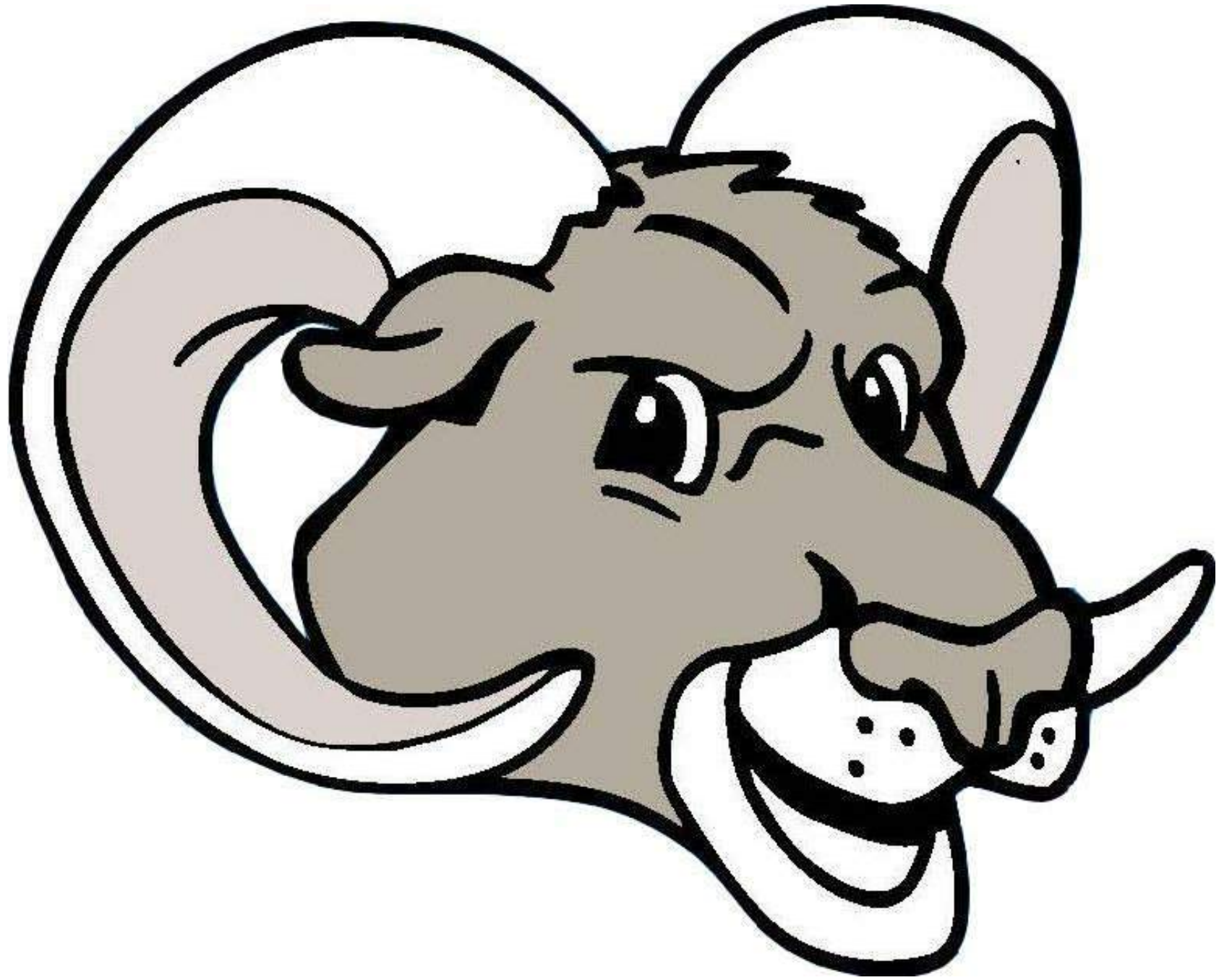
**PAMPHLET NO. 400 - INDEX**  
**TITLE 36 - PUBLIC CONTRACTS**

<b><u>TOPIC</u></b>	<b><u>PAGE NO</u></b>
Apprentices.....	4
Contracting Agency	
Award/Notification (To DOL).....	1, 10
Contract Specifications – Requirements.....	1
Withholding Accrued Payments.....	11
Withholding Final Payments.....	2
Contractor Bonds Requirements.....	1, 8, 10
Municipal Exemptions.....	9
Certified Payrolls Requirements.....	1, 10, 15
Computer Generated Forms.....	10
Filing.....	1, 10
Debarment.....	18-19
Definitions.....	6, 8-9, 20
"On-Site".....	9, 21-22
Employment Preference/Local Hire	
Contracting Agency Notification.....	13
Computations - Rounding.....	16
Debarment.....	18-19
Definitions.....	8, 20
Eligibility for Employment Preference - (Employee).....	6
Employer Reporting Requirements.....	6, 13, 15-16
Federal Funds Involved.....	5
Investigations & Hearings.....	6, 17, 18-19
Projects Subject to Employment Preference.....	7
Residency - Determination/Eligibility.....	6, 14
Violations/Penalties.....	17-18
Waivers.....	14-16
Fringe Benefit Contributions.....	11
As Wages.....	9
Investigations & Hearings.....	6, 17, 18-19
Job Training Programs.....	16
Little Miller Act/Liens.....	8-9
Non-Competitive Contracts.....	3
Notice of Work.....	2
Notice of Completion.....	2
Owner/Operator.....	10, 20, 21
Filing Certified Payrolls.....	10
Wage Rates - Public Construction.....	1, 2
Authority to Determine.....	1
Definition (Prevailing Wage Rate).....	20
Determination of Wage Rates.....	1, 12
Required In Contracts & Specifications.....	2
Special Wage Rate Determinations.....	12
Wages - Definition.....	9
Wage Survey.....	12, 20
Withholding Funds.....	3



**NOTIFICATION OF CHILD OCCUPIED FACILITY:**  
Portions of this building are classified as a child occupied facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. This notification is provided in accordance with EPA and OSHA requirements.

**NOTIFICATION OF POTENTIAL HAZARDS:**  
Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. This notification is provided in accordance with EPA and OSHA requirements.



# CITY OF VALDEZ

## HERMON HUTCHENS ELEMENTARY

## SCHOOL FLOORING AND PHASED

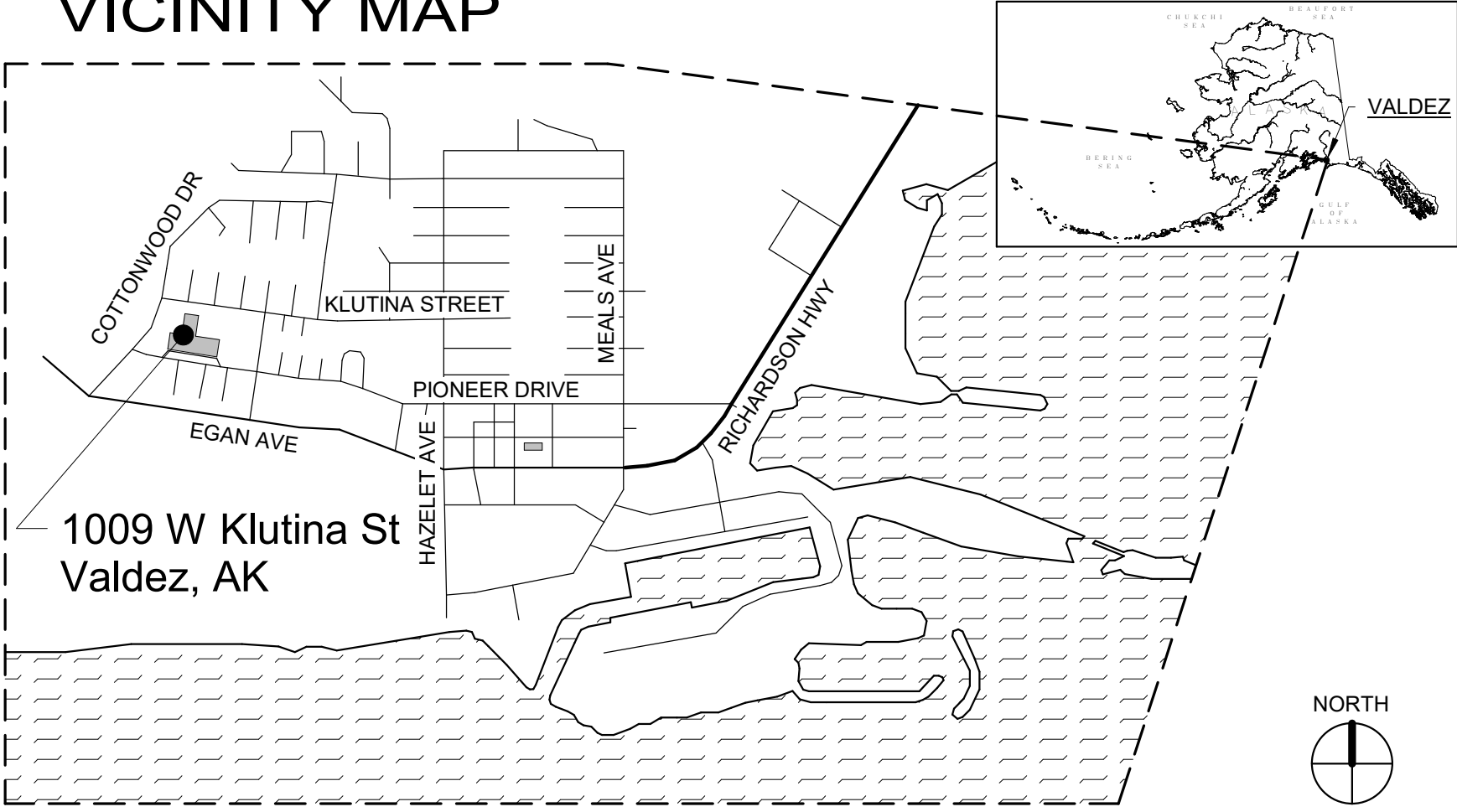
## RENOVATIONS PHASE 1

Valdez, Alaska

## BID DOCUMENTS

## JANUARY 14, 2022

REVISIONS		
No	Description	Date

<b>VICINITY MAP</b> 		<b>OWNER</b>  City of Valdez 212 Chenega Avenue P.O. Box 307 Valdez, Alaska 99686 (907) 835-5478 CONTACT: Lindy Vititow, Project Manager LVititow@ValdezAK.Gov	<b>ARCHITECT</b>  BDS Architects 3330 C Street Suite 200 Anchorage, Alaska 99503 (907) 771-3703 CONTACT: Bryce Hamels, Architect bryceh@bdsak.com	<b>UNIT PRICING</b>  1. REFER TO 01 22 00 UNIT PRICES. ALL UNIT PRICES ARE FOR ADDITIONAL QUANTITIES TO SCOPE OF WORK SHOWN WITHIN THE CONTRACT DOCUMENTS.	<b>PROJECT DESCRIPTION</b>  THIS PROJECT WILL REPLACE THE EXISTING FLOOR FINISHES, BASE, AND CEMENTITIOUS CAST UNDERLAYMENT IN THE CAFETERIA AND OTHER AREAS AS INDICATED IN THESE DOCUMENTS.
<b>GENERAL NOTES</b>  1. THESE DRAWINGS WERE PREPARED FROM AS-BUILT DOCUMENTS PROVIDED BY THE CITY OF VALDEZ. ACTUAL FIELD CONDITIONS MAY DEVIATE FROM THESE DRAWINGS. EXISTING CONDITIONS ARE SHOWN AS ACCURATELY AS POSSIBLE. NOTIFY THE ARCHITECT IN WRITING OF ANY DEVIATIONS.  2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION IMPACTED BY THE WORK.  3. CLEANING DURING CONSTRUCTION: CONTROL ACCUMULATION WASTE MATERIALS AND RUBBISH. DISPOSE OF WASTE IMMEDIATELY. KEEP AREAS FREE OF HAZARDS AND RUBBISH.  4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE SITE AND BUILDING FROM PROJECT RELATED DAMAGE.		<b>CODE INFORMATION</b>  • THIS DESIGN / CODE DATA REFERS TO INTERIOR FINISH WORK ONLY  • 2012 INTERNATIONAL BUILDING CODE (IBC) 2012 INTERNATIONAL FIRE CODE (IFC) 2012 INTERNATIONAL MECHANICAL CODE (IMC) 2012 INTERNATIONAL FUEL GAS CODE (IFGC) 2014 NATIONAL ELECTRICAL CODE (NEC) 2012 UNIFORM PLUMBING CODE (UPC) NFPA 13 AS ADOPTED BY THE STATE OF ALASKA  • OCCUPANCY: E; NO CHANGE IN OCCUPANCY CONSTRUCTION TYPE: IIIA / VB ALLOWABLE AREA: IIIA - 82,728; VB - 38,000 SF ACTUAL AREA: 96,000 SF SPRINKLERED: YES		<b>DRAWING INDEX</b>  G0.01 COVER SHEET  A0.01 ABBREVIATIONS, SYMBOLS & SCHEDULES  A1.01 OVERALL FLOOR PLAN A1.02 ENLARGED CAFETERIA PLANS A1.03 ENLARGED PLANS A1.04 ENLARGED PLANS A2.01 DEMO PHOTOS	



BDS, Inc. Entity #25796D



3330 C St, Suite 200, Anchorage, Ak 99503  
T: 907.562.6076 | F: 907.562.6635  
W: [www.bdsak.com](http://www.bdsak.com)

COV HHES  
FLOORING &  
PHASED  
RENOVATIONS PH 1

VALDEZ, ALASKA

BDS Project No.: 421006  
Client Project No.:

BID DOCUMENTS  
JANUARY 14, 2022

COVER SHEET  
G0.01



NOTIFICATION OF CHILD OCCUPIED FACILITY:

Portions of this building are classified as a child occupied facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. This notification is provided in accordance with EPA and OSHA requirements.

NOTIFICATION OF POTENTIAL HAZARDS:

Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. This notification is provided in accordance with EPA and OSHA requirements.

ARCHITECTURAL ABBREVIATIONS

# & @	NUMBER AND AT	IBC IFC HMM IN INCL INFO INSUL INT	INTERNATIONAL BUILDING CODE INTERNATIONAL FIRE CODE INSULATED HOLLOW METAL INCH INCLUDED INFORMATION INSULATION INTERIOR	SA SAM SBS	SUPPLY AIR SELF ADHERING MEMBRANE STYRENE- BUTADIENE-STYRENE
AB	ANCHOR BOLT	INCL	INCLUDED	SCHED	SEAT COVER DISPENSER
ABV	ABOVE	INFO	INFORMATION	SCP	SCUPPER
A/C	AIR CONDITIONING	INSUL	INSULATION	SD	SMOKE DETECTOR / SOAP DISPENSER
ACM	ASBESTOS CONTAINING MATERIALS	INT	INTERIOR	SEBS	STYRENE-ETHYLENE- BUTADIENE-STYRENE
ACOUS	ACOUSTICAL			SECT	SECTION
ACT	ACOUSTICAL CEILING TILE	J-BOX	JUNCTION BOX	SF	SQUARE FEET
ADD ALT	ADDITIVE ALTERNATE	JT	JOINT	SHR	SHOWER
ADDL	ADDITIONAL			SHT	SHEET
ADJ	ADJACENT	KD	KNOCK DOWN	SIM	SIMILAR
AFF	ABOVE FINISH FLOOR	KIT	KITCHEN	SIP	STRUCTURAL INSULATED PANEL
ALT	ALTERNATE			SM	SHEET METAL
ALUM	ALUMINUM	L	LENGTH	SND	SANITARY NAPKIN DISPENSER
ANOD	ANODIZED	LAM	LIQUID APPLIED MEMBRANE	SNDU	SANITARY NAPKIN DISPOSAL UNIT
APPROX	APPROXIMATE	LAV	LAVATORY	SPEC	SPECIFICATION
ARCH	ARCHITECTURAL	LB	POUND	SPKL	SPEAKER
AWW	ALL WEATHER WOOD	LB/SF	POUND PER SQUARE FOOT	SPKR	SPRINKLER
		LF	LINEAR FOOT	SPF	SPRAY POLYURETHANE FOAM
BB	BASE BID	LG	LIGHT GUARD INSULATION BOARD	SQ	SQUARE
BD	BOARD	LR	LIVING ROOM	SS	STAINLESS STEEL
BKBD	BACK BOARD	LVR	LOUVER	STD	STANDARD
BLDG	BUILDING	LVT	LUXURY VINYL TILE	STL	STEEL
BLKG	BLOCKING			STOR	STORAGE
BM	BEAM	MAX	MAXIMUM	STRUC	STRUCTURAL
BO	BOTTOM OF	MBR	MEMBRANE	SVF	SHEET VINYL FLOORING
BOD	BOTTOM OF DECK	MECH	MECHANICAL		
BR	BEDROOM	MEZZ	MEZZANINE	T&G	TONGUE AND GROOVE
BSMT	BASEMENT	MFR	MANUFACTURER	TB	TACK BOARD
BTWN	BETWEEN	MIL	MILLIMETER	TBD	TO BE DETERMINED
BUR	BUILT UP ROOFING (ASPHALT)	MIN	MINIMUM	TEMP	TEMPORARY
		MISC	MISCELLANEOUS	THRES	THRESHOLD
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	MR	MASONRY OPENING	THRU	THROUGH
CG	CORNER GUARD	MTD	MOISTURE RESISTANT	THK	THICKNESS
CJ	CONTROL JOINT	MTL	MOUNTED	TLT	TOILET
CL	CENTER LINE		METAL	TO	TOP OF
CLD	CLOSET	(N)	NEW	TOC	TOP OF CONCRETE
CLR	CLEAR	N/A	NOT APPLICABLE	TOD	TOP OF DECK
CLG	CEILING	NFS	NON FROST SUSCEPTIBLE	TOFF	TOP OF FINISHED FLOOR
CMP	CORRUGATED METAL PIPE	NIC	NOT IN CONTRACT	TOM	TOP OF MASONRY
CMU	CONCRETE MASONRY UNIT	NOM	NOMINAL	TOP	TOP OF PARAPET
COL	COLUMN	NRCA	NATIONAL ROOFING CONTRACTOR'S ASSOCIATION	TOS	TOP OF SLAB
CONC	CONCRETE	NTS	NOT TO SCALE	TOW	TOP OF WALL
CONST	CONSTRUCTION			TPD	TOILET PAPER DISPENSER
CONT	CONTINUOUS	OC	ON CENTER	TPH	TOILET PAPER HOLDER
CONTR	CONTRACTOR	OD	OUTSIDE DIAMETER	TSTAT	THERMOSTAT
COORD	COORDINATE	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED	TV	TELEVISION
CORR	CORRIDOR			TYP	TYPICAL
CPT	CARPET	OFOI	OWNER FURNISHED, OWNER INSTALLED	UH	UNIT HEATER
CSK	COUNTERSINK	OFS	OVERFLOW SCUPPER	UL	UNDERWRITERS LABORATORY
CT	CERAMIC TILE	OH	OVERHEAD	UON	UNLESS OTHERWISE NOTED
CTR	CENTER	OPN'G	OPENING		
CUH	CABINET UNIT HEATER	OPP	OPPOSITE	VCT	VINYL COMPOSITION TILE
		OSB	ORIENTED STRAND BOARD	VERT	VERTICAL
D	DEEP / DEPTH	ORD	OVERFLOW ROOF DRAIN	VEST	VESTIBULE
DBL	DOUBLE	OVHD	OVER HEAD	VIF	VERIFY IN FIELD
DEG	DEGREE	OZ	OUNCE	VR	VAPOR RETARDER
DEMO	DEMOLISH / DEMOLITION			VTR	VENT THROUGH ROOF
DEPT	DEPARTMENT				
DF	DRINKING FOUNTAIN	P	PAINT		
DIA	DIAMETER	PA	PUBLIC ADDRESS		
DIAG	DIAGONAL	PERIM	PERIMETER		
DIM	DIMENSION	PH	PENTHOUSE		
DISP	DISPENSER	PLAM	PLASTIC LAMINATE		
DN	DOWN	PLYWD	PLYWOOD		
DS	DOWNSPOUT	PNL	PANEL		
DTL	DETAIL	POLY	POLYETHYLENE SHEET		
DW	DISHWASHER	POLYISO	POLYISOCYANURATE INSULATION		
DWG	DRAWING	PR	PAIR		
		PREFAB	PREFABRICATE		
(E)	EXISTING	PROP	PROPERTY		
EA	EACH	PSF	POUNDS PER SQUARE FOOT		
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM	PT	PRESERVATIVE TREATED		
EJ	EXPANSION JOINT	PTD	PAINTED / PAPER TOWEL DISPENSER		
ELEC	ELECTRICAL	PTDR	PAPER TOWEL DISPENSER AND WASTE RECEPTACLE		
ELEV	ELEVATION				
EPDM	ETHYLENE PROPYLENE DIENE MONOMER	PTR	PENETRATION THROUGH ROOF		
EQ	EXPANDED POLYSTYRENE INSULATION	PVC	POLYVINYL CHLORIDE		
EQUIP	EQUAL	R	RADIUS		
ETR	ELECTRICAL THROUGH ROOF	RA	RETURN AIR		
EXIST	EXISTING	RCP	REFLECTED CEILING PLAN		
		RD	ROOF DRAIN		
F	FAHRENHEIT	REINF	REINFORCE		
FD	FLOOR DRAIN	RESIL	RESILIENT		
FE	FIRE EXTINGUISHER	REST	REST ROOM		
FEC	FIRE EXTINGUISHER CABINET	REQ'D	REQUIRED		
FF	FINISHED FLOOR	RL	RAIN LEADER		
FF&E	FURNITURE, FIXTURES AND EQUIPMENT	RM	ROOM		
FIN	FINISH	RO	ROUGH OPENING		
FIXT	FIXTURE	REF	REFERENCE		
FLR	FLOOR	REFRIG	REFRIGERATOR		
FOF	FACE OF FINISH				
FOM	FACE OF MASONRY				
FOS	FACE OF STUD				
FOC	FACE OF CONCRETE				
FRM'G	FRAMING				
FRP	FIBERGLASS REINFORCED PLASTIC				
FRT	FIRE RETARDANT TREATED				
FT	FEET				
FTG	FOOTING				
GA	GAUGE				
GALV	GALVANIZED				
GLB	GLUE LAMINATED BEAM				
GWB	GYPSUM WALL BOARD				
GYP	GYPSUM BOARD				
H	HIGH				
HCP	HANDICAPPED				
HDWR	HARDWARE				
HM	HOLLOW METAL				
HORIZ	HORIZONTAL				
HR	HOUR				
HT	HEIGHT				
HVAC	HEATING, VENTILATION AND AIR CONDITIONING				

REFERENCE SYMBOLS

<b>ASSEMBLY TYPES</b>	<b>EXTERIOR ELEVATION</b>	<b>KEYNOTE</b>
V000.0		DEMO
R00/H00		NEW
<b>DETAIL</b>	<b>INTERIOR ELEVATIONS</b>	<b>LEVEL LINE</b>
		WINDOW
		DOOR
		SIGN TYPE
<b>SECTION</b>		

MATERIAL SYMBOLS

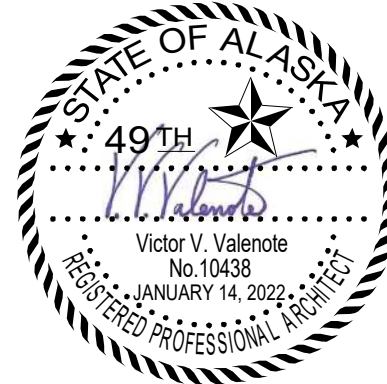
	SHEET MEMBRANE (TYPE AS NOTED IN PLAN OR SECTION)
	STRUCTURAL STEEL (TYPE AS NOTED IN PLAN OR SECTION)
	GLASS (ELEVATION)
	CAST-IN-PLACE CONCRETE (PLAN OR SECTION)
	EARTH (SECTION)
	PLYWOOD (SECTION)
	BATT INSULATION: THERMAL OR ACOUSTIC, UON
	RIGID INSULATION: THERMAL, ACOUSTIC OR FIRESAFING
	SPRAY POLYURETHANE FOAM (SECTION)
	EIFS (SECTION)
	GYPSUM BOARD (SECTION)
	WOOD FRAMING, CONTINUOUS (SECTION)
	WOOD BLOCKING, CONTINUOUS (SECTION)
	FINISHED WOOD (SECTION OR ELEVATION)

REVISIONS

No	Description	Date
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COLOR AND MATERIAL LEGEND

		CODE	SPEC. NO.	MATERIAL	MANUFACTURER, BASIS OF DESIGN	COLOR / FINISH	REMARKS
INTERIOR	FLOOR	RSF-1	---	RUBBER SHEET FLOORING	MOHAWK GROUP; TRUE COLLECTION, MEDI-FLEX SHEET, 3MM	83 GUNMETAL	---
		RSF-2	---	RUBBER SHEET FLOORING	MOHAWK GROUP; TRUE COLLECTION, MEDI-FLEX SHEET, 3MM	09 BUBBLES	
		RSF-3	---	RUBBER SHEET FLOORING	MOHAWK GROUP; TRUE COLLECTION, MEDI-FLEX SHEET, 3MM	89 BLUE SPRING	
		WOC-1	---	WALK OFF CARPET	MOHAWK GROUP; TUFF STUFF II COLLECTION; FIRST STEP II	955 COBALT	
	BASE	RB-1	---	RESILIENT BASE	TARKETT; TRADITIONAL WALL BASE, 4"	TA6 BEDROCK	
	WALL						
CEILING							
MISC	P-1	---	PAINT	SHERWIN WILLIAMS; SW 6257 GIBRALTAR		METAL TREE GRATES AT CAFETERIA	
	TR-1	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-N	28 MEDIUM GREY	RUBBER TO (E) RUBBER TILE	
	TR-2	---	FLOOR TRANSITION	TARKETT; REDUCERS; RRS-XX-D	28 MEDIUM GREY	RUBBER TO (E) FLOOR TILE	
	TR-3	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-K	28 MEDIUM GREY	RUBBER TO (E) CARPET	
	TR-4	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-Q	28 MEDIUM GREY	RUBBER TO (E) QUARRY TILE	
	TR-5	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-N	28 MEDIUM GREY	RUBBER TO (E) VCT	
NOTES: 1. CONTRACTOR TO FIELD VERIFY FLOORING TRANSITION DIMENSIONS BETWEEN NEW AND EXISTING FLOORING AND VERIFY SELECTED TRANSITION STRIPS DIMENSIONS PRIOR TO ORDERING TRANSITIONS STRIPS. NOTIFY THE ARCHITECT OF ANY DEVIATIONS IN WRITING.							



BDS, Inc. Entity #25796D



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FLOORING &  
PHASED  
RENOVATIONS PH 1  
VALDEZ, ALASKA

BDS Project No.: 421006  
Client Project No.:

BID DOCUMENTS  
JANUARY 14, 2022

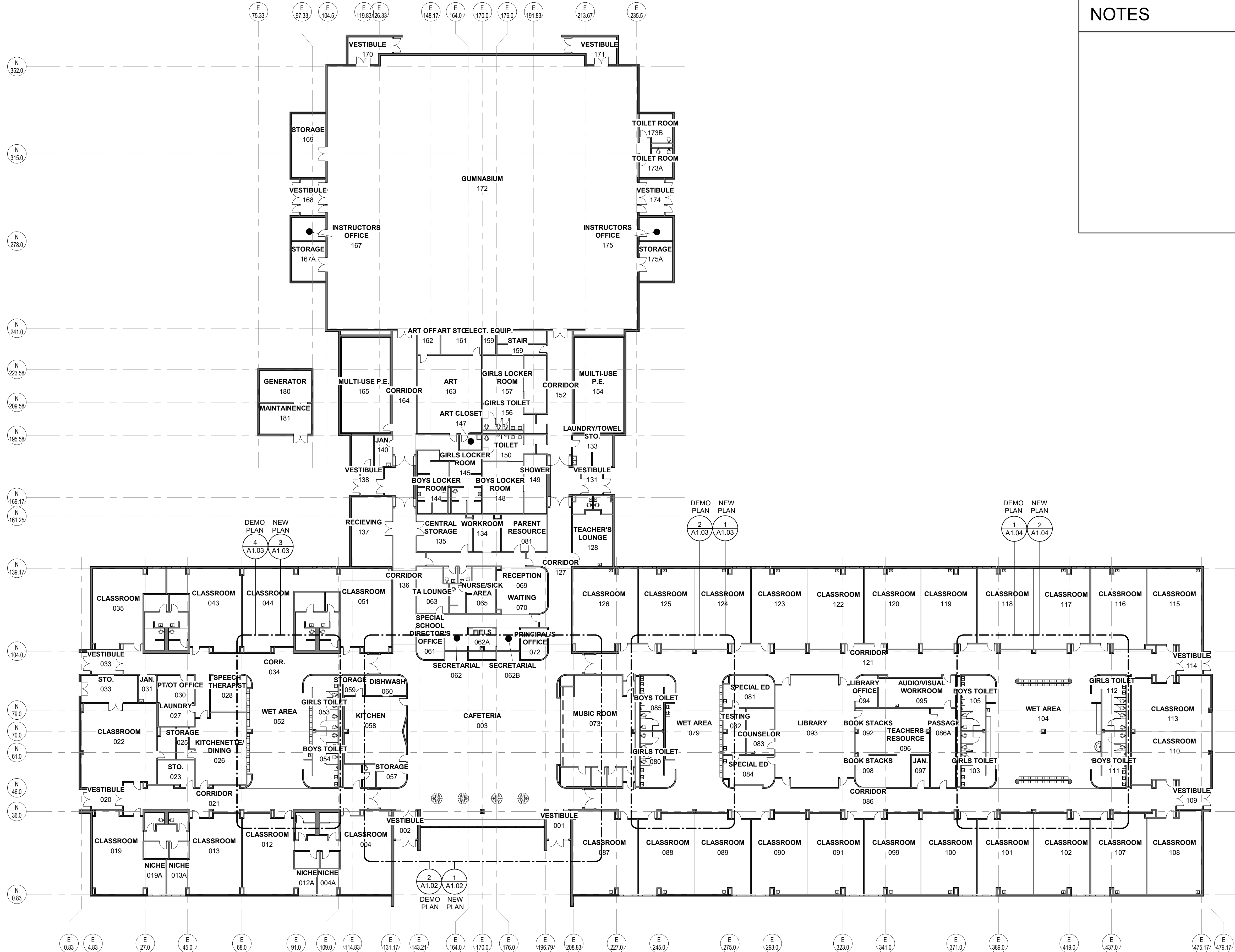
ABBREVIATIONS,  
SYMBOLS &  
SCHEDULES  
A0.01

NOTIFICATION OF CHILD OCCUPIED FACILITY:

Portions of this building are classified as a child occupied facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. This notification is provided in accordance with EPA and OSHA requirements.

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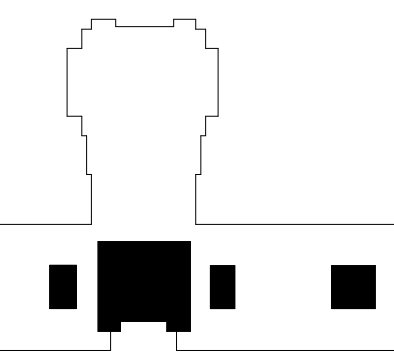


1 OVERALL FLOOR PLAN  
A1.01 SCALE: 3/64" = 1'-0"

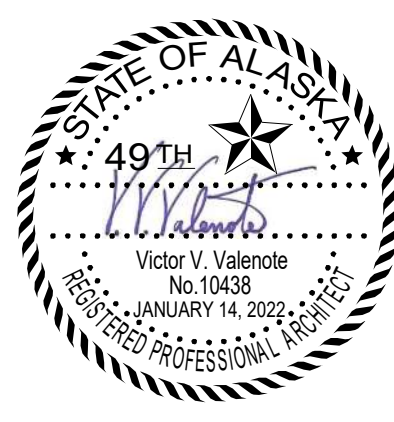
NOTES

REVISIONS

No Description Date



KEY PLAN



BDS, Inc. Entity #25796D  
**BDS**  
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OVERALL  
FLOOR PLAN  
A1.01

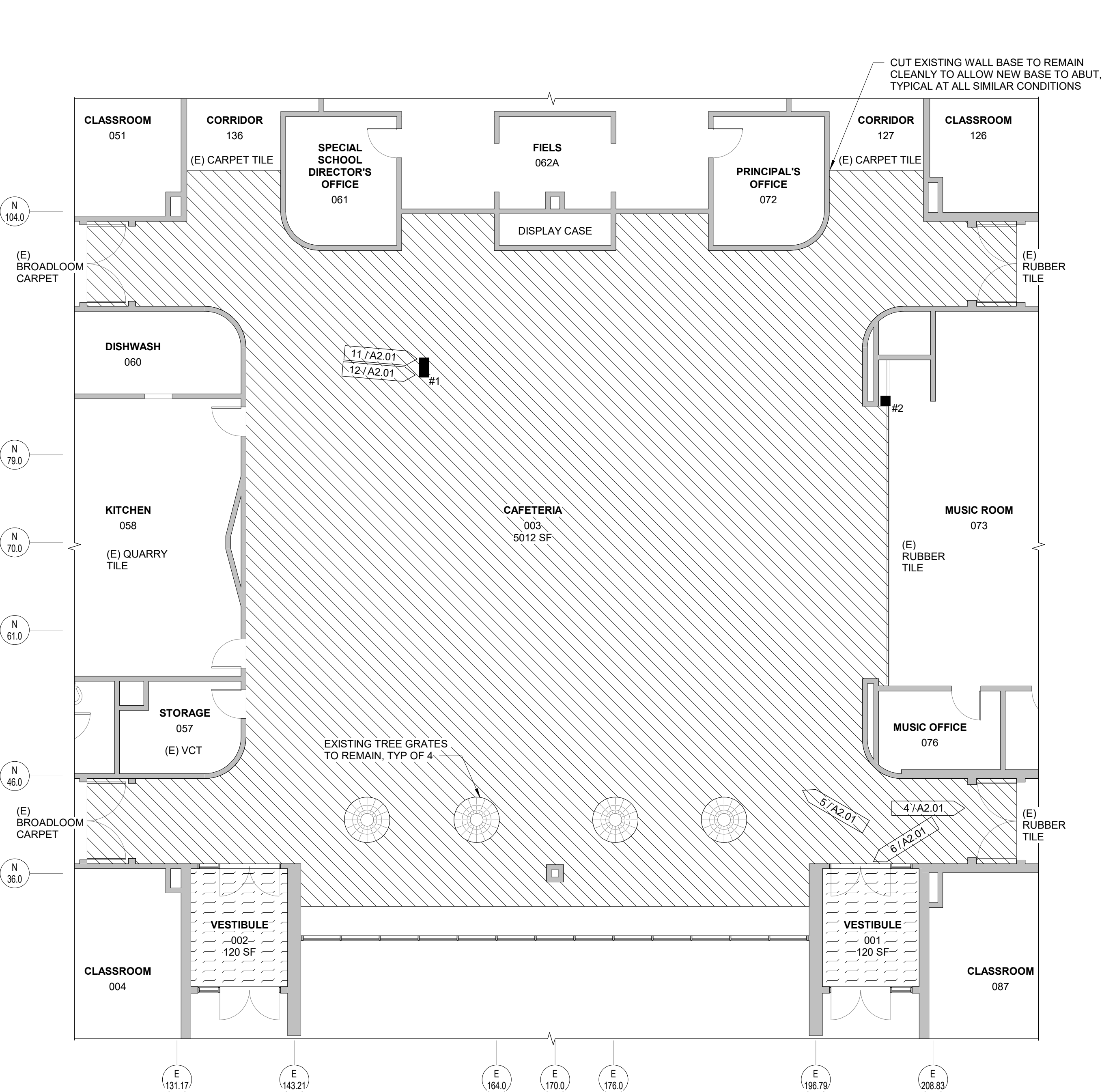


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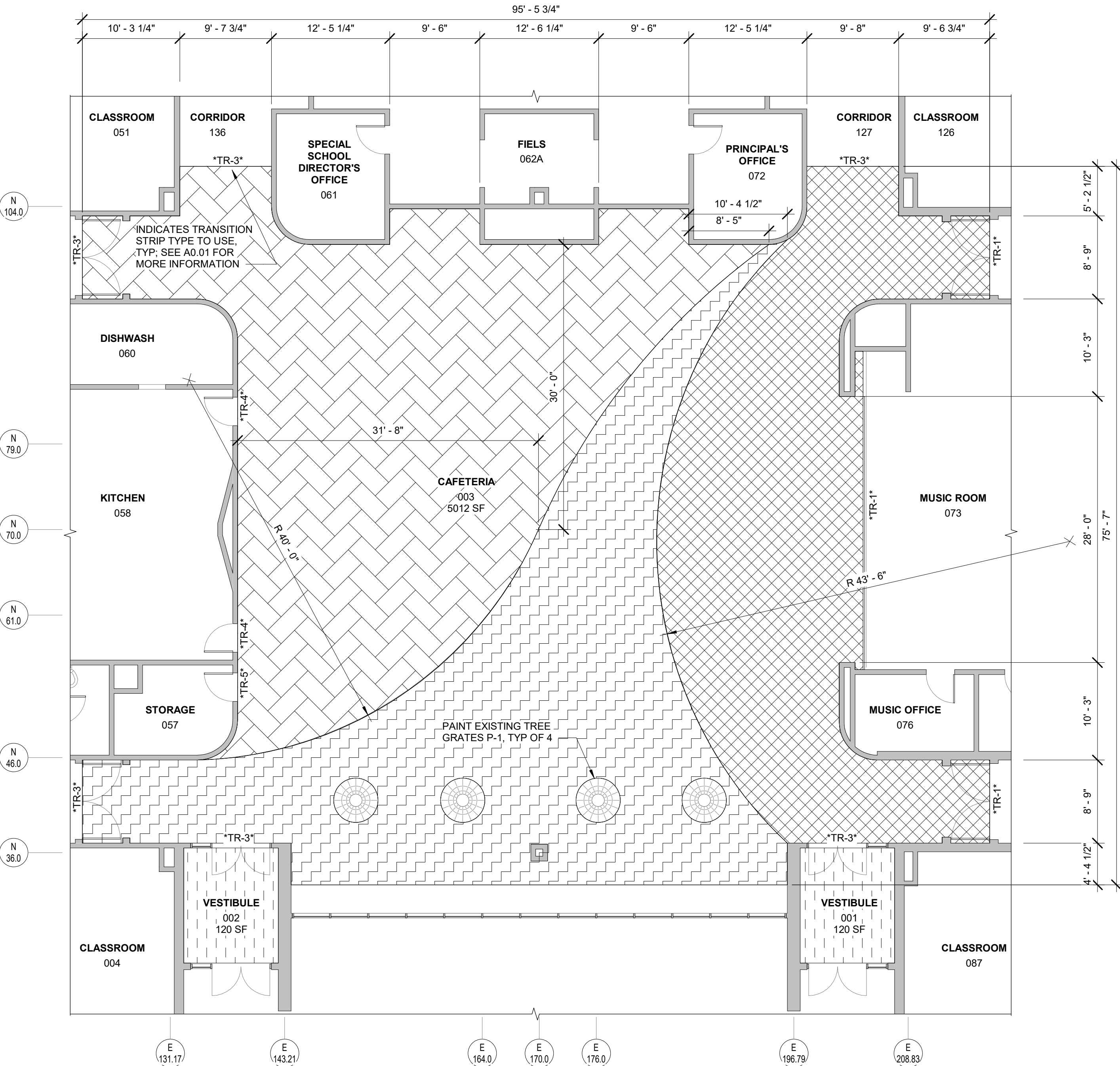
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2 CAFETERIA FLOOR PLAN - DEMO

A1.02 SCALE: 1/8" = 1'-0"



1 CAFETERIA FLOOR PLAN

A1.02 SCALE: 1/8" = 1'-0"

LEGEND

	EXISTING DOOR		09 65 00 RSF-1 RUBBER SHEET FLOORING
	EXISTING WALL CONSTRUCTION		09 65 00 RSF-2 RUBBER SHEET FLOORING
	SAMPLE CUT LOCATION AND NUMBER		09 65 00 RSF-3 RUBBER SHEET FLOORING
	REMOVE EXISTING 1X1 CERAMIC TILE, RUBBER BASE, AND APPROXIMATELY 1-1/2\"/>		09 68 13 WOC-1 WALK OFF CARPET
	REMOVE EXISTING CARPET AND RUBBER WALL BASE INCLUDING ALL ADHESIVES, PAD, AND TACK STRIPS DOWN TO SUBSTRATE IN HATCHED AREA, 09 05 61 PATCH AND REPAIR EXISTING SUBSTRATE IN PREPARATION FOR NEW FLOORING SYSTEM.		6 / A2.01 DEMO PHOTO TAG

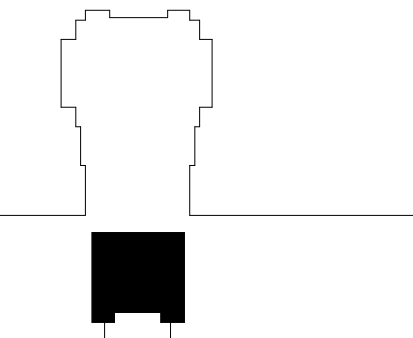
NOTES

- REFER TO 09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION FOR SUBSTRATE PREPARATION.
- A. CAFETERIA 003, WET AREAS 79, 104, AND 106: INSTALL APPROXIMATELY 1-1/2" OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.

B. WET AREAS 52, VESTIBULE 001, AND VESTIBULE 002: INSTALL 1/8" SKIM COAT OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.
- 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM TO BE PROVIDED AT ALL NEW FLOORING AREAS.

REVISIONS

No Description Date



KEY PLAN



BDS, Inc. Entity #25796D

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BDS Project No.: 421006  
Client Project No.:

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JANUARY 14, 2022

ENLARGED  
CAFETERIA  
PLANS

A1.02



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LEGEND

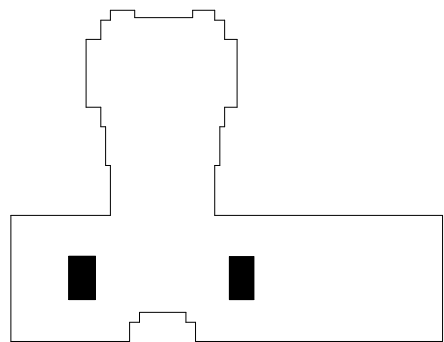
	EXISTING DOOR		09 65 00 RSF-1 RUBBER SHEET FLOORING
	EXISTING WALL CONSTRUCTION		09 65 00 RSF-2 RUBBER SHEET FLOORING
	SAMPLE CUT LOCATION AND NUMBER		09 65 00 RSF-3 RUBBER SHEET FLOORING
	REMOVE EXISTING 1X1 CERAMIC TILE, RUBBER BASE, AND APPROXIMATELY 1-1/2\"/>		09 68 13 WOC-1 WALK OFF CARPET
	REMOVE EXISTING CARPET AND RUBBER WALL BASE INCLUDING ALL ADHESIVES, PAD, AND TACK STRIPS DOWN TO SUBSTRATE IN HATCHED AREA, 09 05 61 PATCH AND REPAIR EXISTING SUBSTRATE IN PREPARATION FOR NEW FLOORING SYSTEM.		6 / A2.01 DEMO PHOTO TAG

NOTES

- REFER TO 09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION FOR SUBSTRATE PREPARATION.
- 03 54 00 CAST UNDERLAYMENT  
A. CAFETERIA 003, WET AREAS 79, 104, AND 106: INSTALL APPROXIMATELY 1-1/2" OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.  
B. WET AREAS 52, VESTIBULE 001, AND VESTIBULE 002: INSTALL 1/8" SKIM COAT OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.
- 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM TO BE PROVIDED AT ALL NEW FLOORING AREAS.

REVISIONS

No Description Date



KEY PLAN



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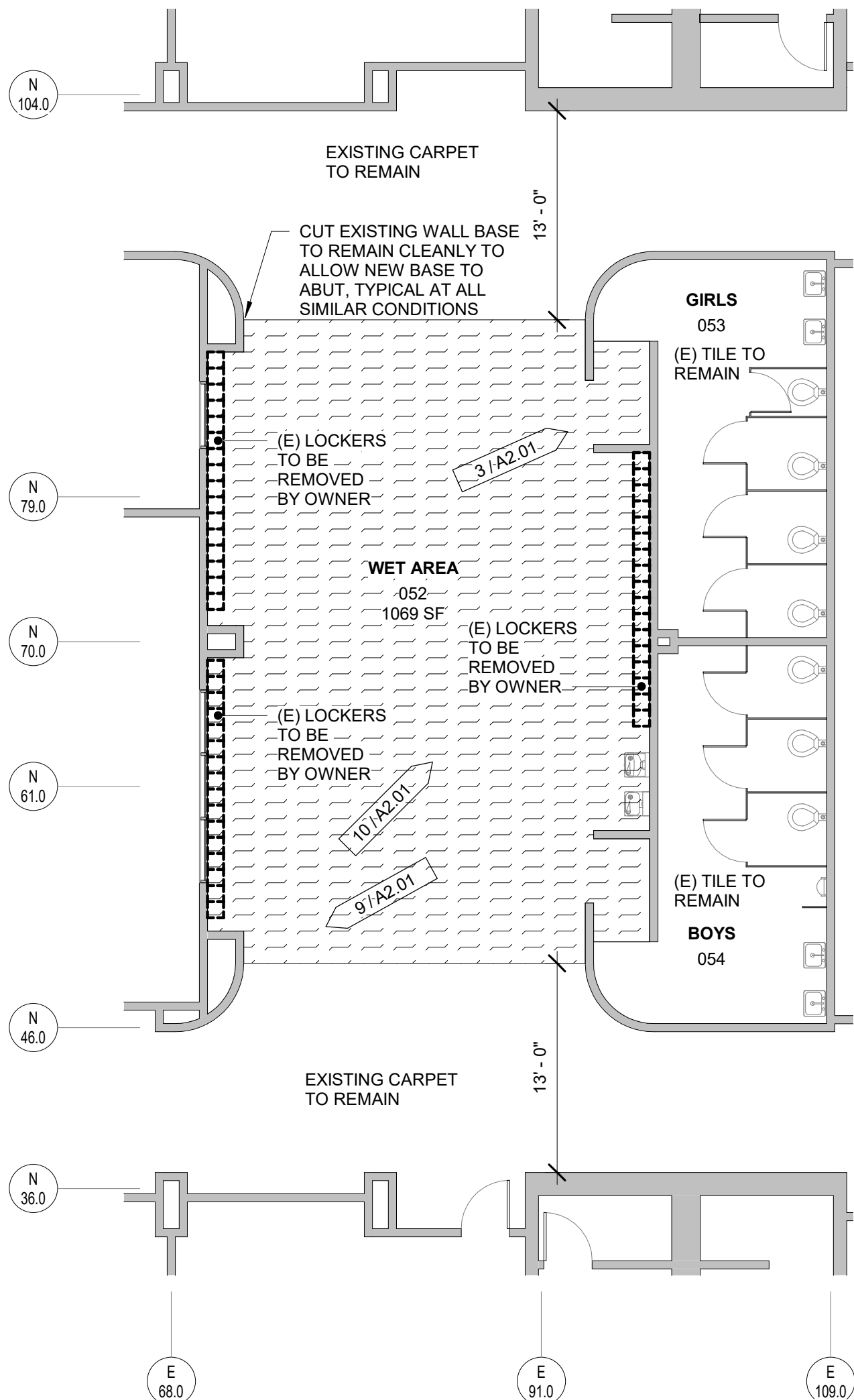
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BDS Project No.: 421006  
Client Project No.:

BID DOCUMENTS  
JANUARY 14, 2022

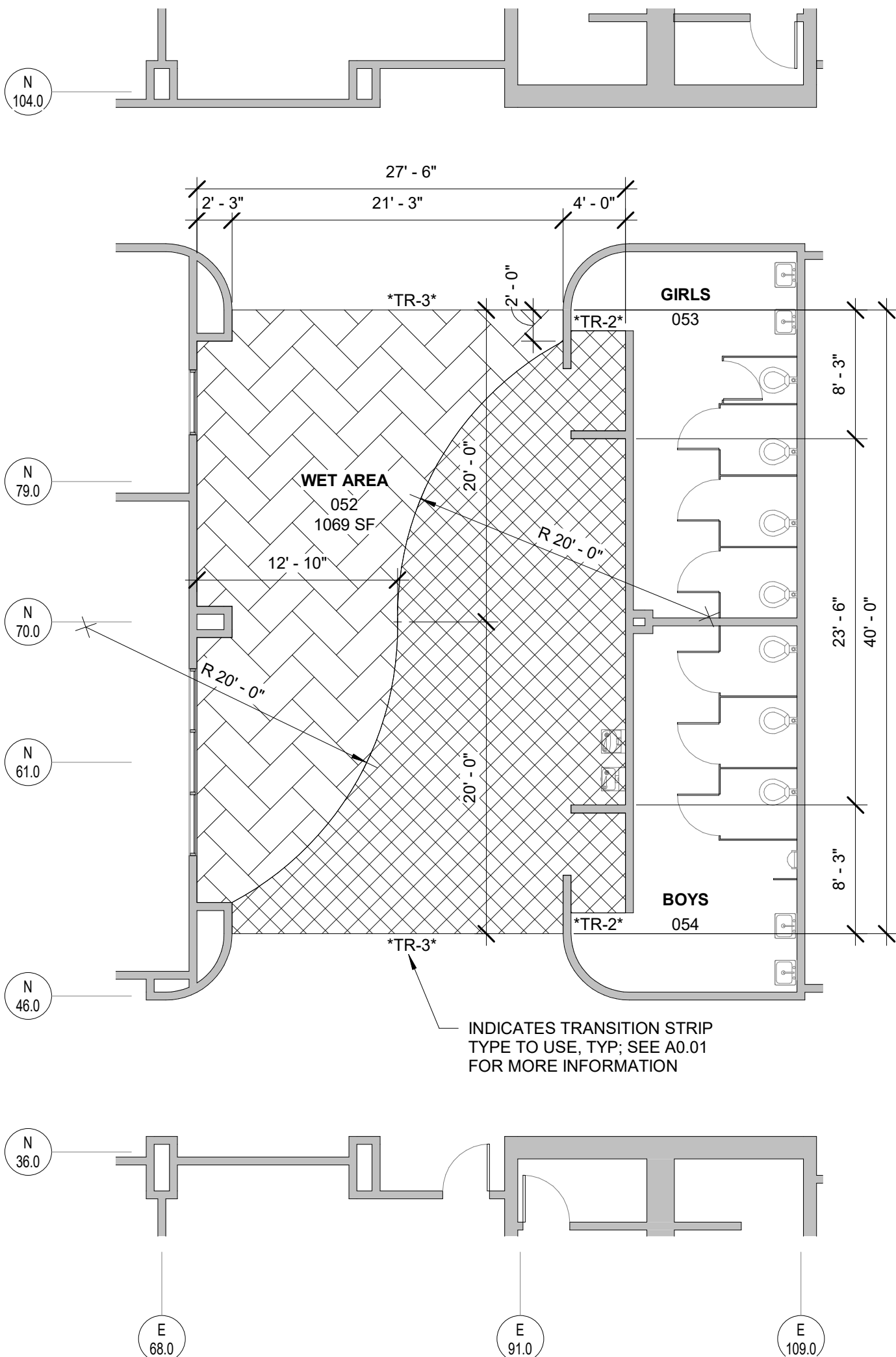
ENLARGED  
PLANS

A1.03



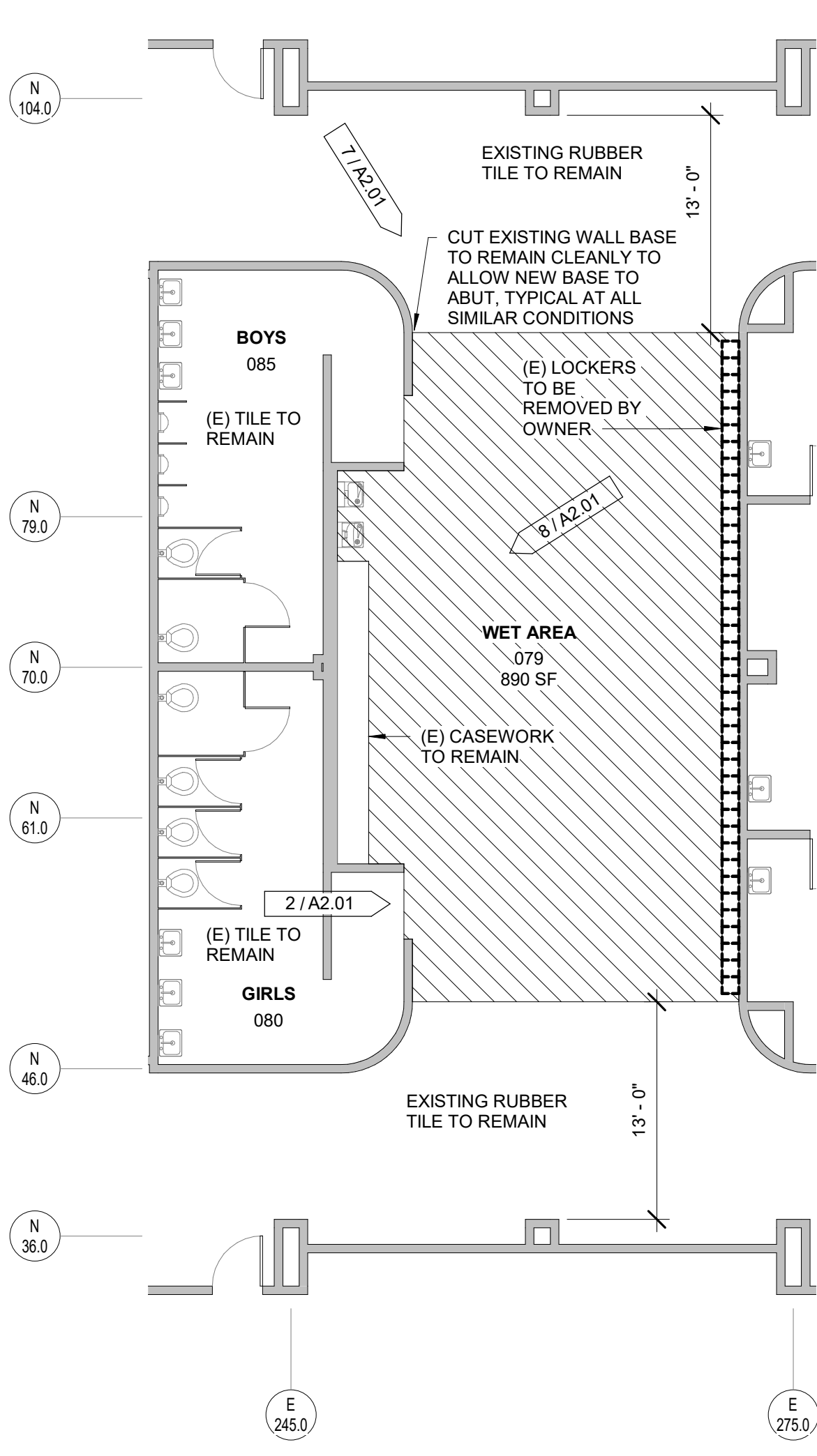
4 WET AREA 052 FLOOR PLAN - DEMO

A1.03 SCALE: 1/8" = 1'-0"



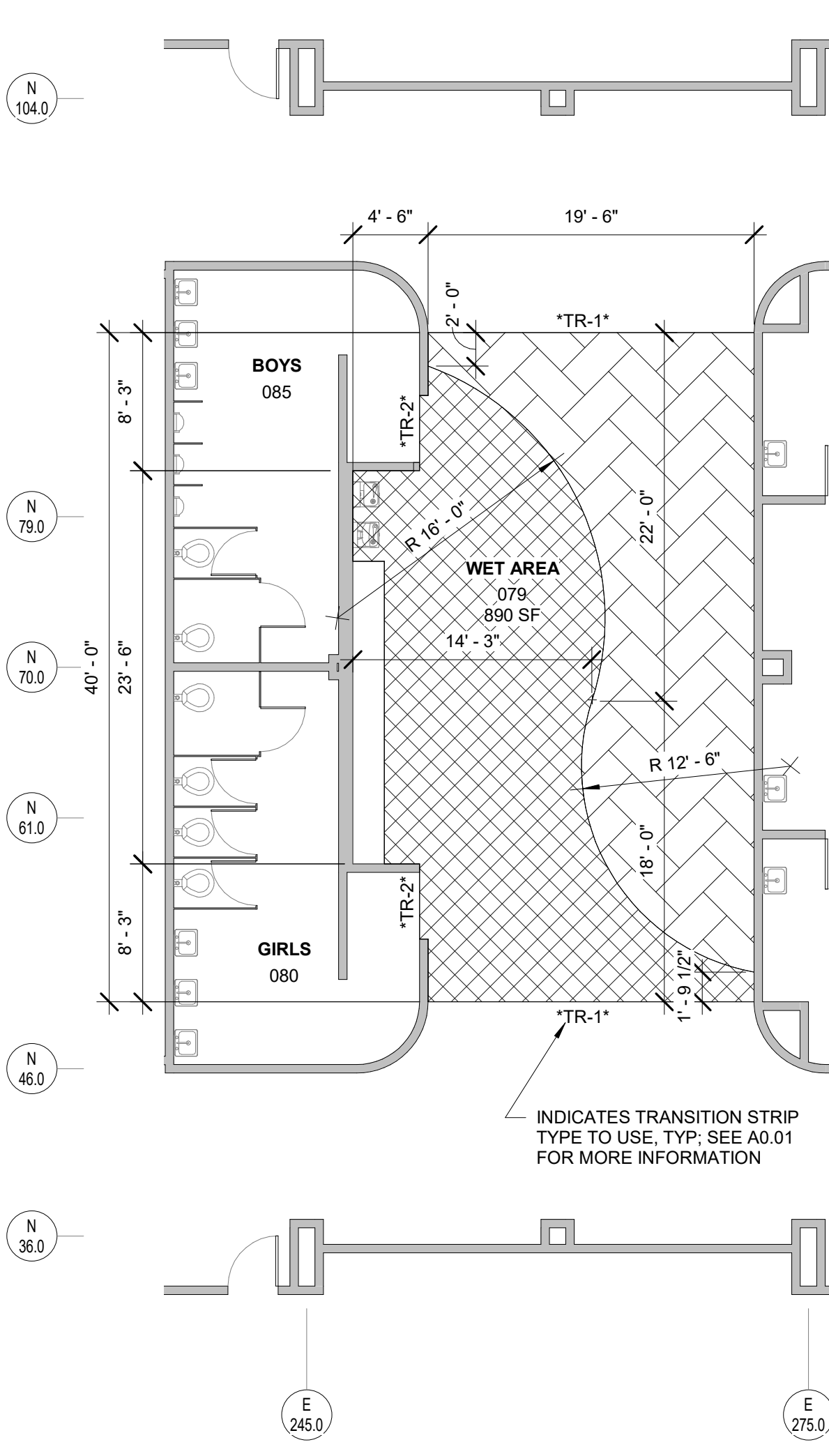
3 WET AREA 052 FLOOR PLAN

A1.03 SCALE: 1/8" = 1'-0"



2 WET AREA 079 FLOOR PLAN - DEMO

A1.03 SCALE: 1/8" = 1'-0"



1 WET AREA 079 FLOOR PLAN

A1.03 SCALE: 1/8" = 1'-0"



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LEGEND



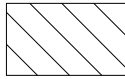
EXISTING DOOR



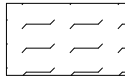
EXISTING WALL CONSTRUCTION



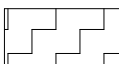
SAMPLE CUT LOCATION AND NUMBER



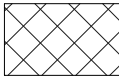
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REMOVE EXISTING CARPET AND RUBBER WALL BASE INCLUDING ALL ADHESIVES, PAD, AND TACK STRIPS DOWN TO SUBSTRATE IN HATCHED AREA. 09 05 61 PATCH AND REPAIR EXISTING SUBSTRATE IN PREPARATION FOR NEW FLOORING SYSTEM.



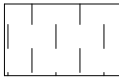
09 65 00 RSF-1 RUBBER SHEET FLOORING



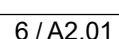
09 65 00 RSF-2 RUBBER SHEET FLOORING



09 65 00 RSF-3 RUBBER SHEET FLOORING



09 68 13 WOC-1 WALK OFF CARPET



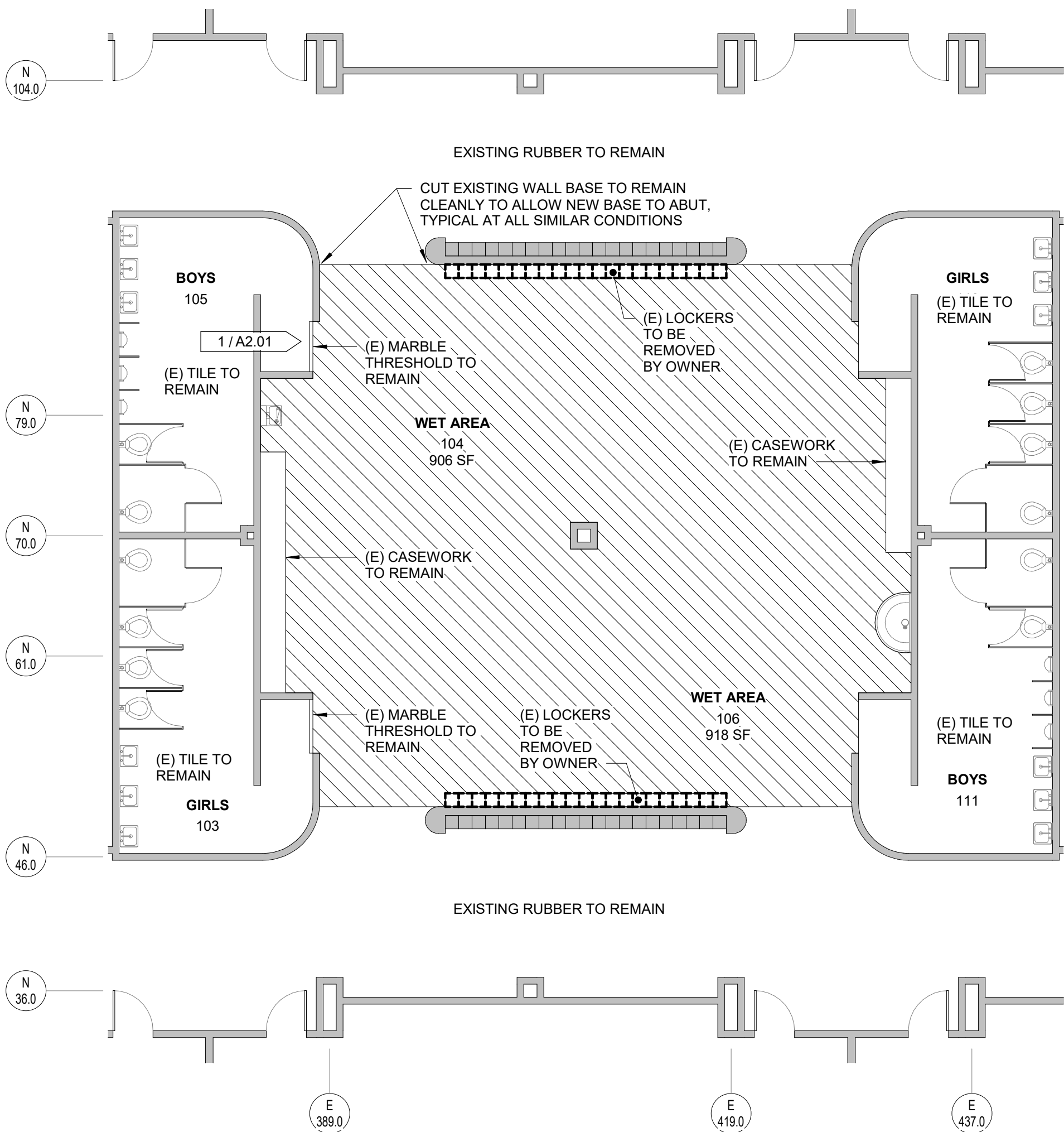
6 / A2.01 DEMO PHOTO TAG

NOTES

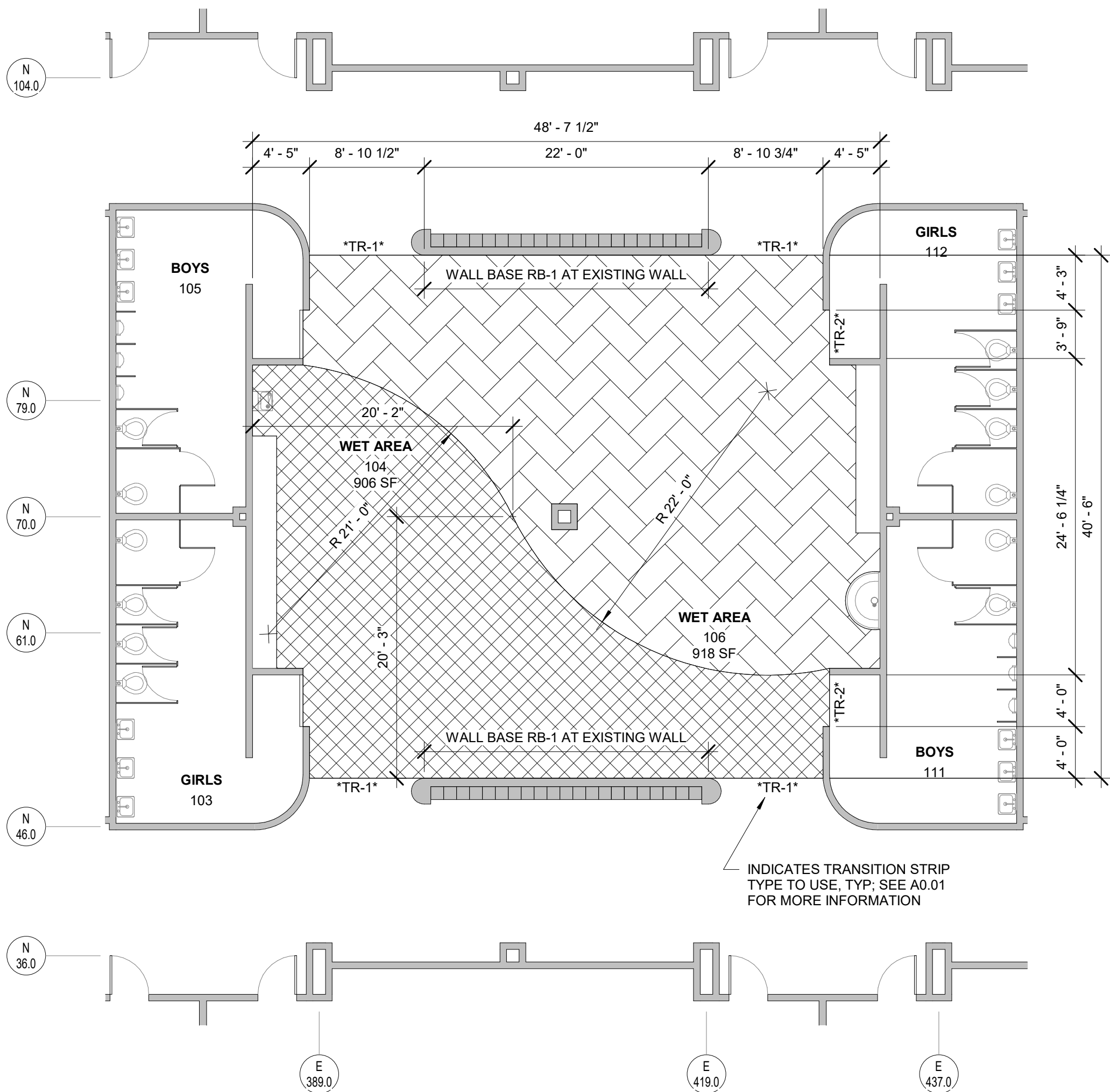
- REFER TO 09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION FOR SUBSTRATE PREPARATION.
- CAFETERIA 003, WET AREAS 79, 104, AND 106: INSTALL APPROXIMATELY 1-1/2\"/>
  - WET AREAS 52, VESTIBULE 001, AND VESTIBULE 002: INSTALL 1/8\"/>
- 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM TO BE PROVIDED AT ALL NEW FLOORING AREAS.

REVISIONS

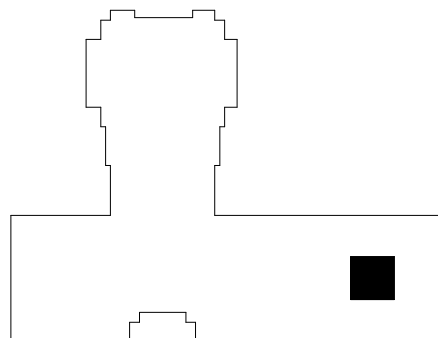
No Description Date



1 WET AREA 104/106 FLOOR PLAN - DEMO  
A1.04 SCALE: 1/8" = 1'-0"



2 WET AREA 104/106 FLOOR PLAN - OPTION A  
A1.04 SCALE: 1/8" = 1'-0"



KEY PLAN



BDS, Inc. Entity #25796D

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Architecture | Planning | Roof Technology

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COV HHES  
FLOORING &  
PHASED  
RENOVATIONS PH 1  
VALDEZ, ALASKA

BDS Project No.: 421006  
Client Project No.:

BID DOCUMENTS  
JANUARY 14, 2022

ENLARGED  
PLANS

A1.04



**NOTIFICATION OF CHILD OCCUPIED FACILITY:**  
Portions of this building are classified as a child occupied facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. This notification is provided in accordance with EPA and OSHA requirements.

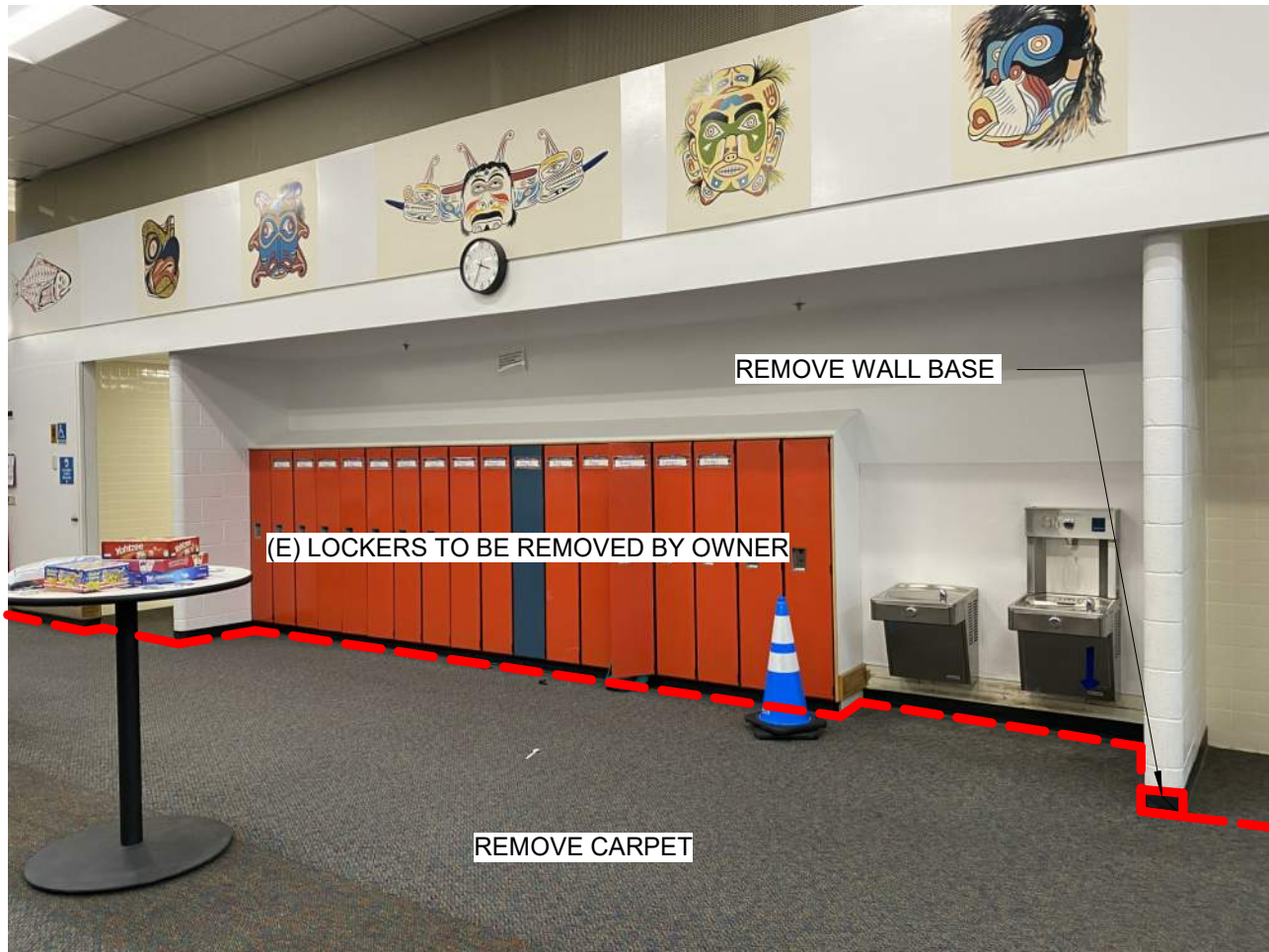
**NOTIFICATION OF POTENTIAL HAZARDS:**  
Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. This notification is provided in accordance with EPA and OSHA requirements.



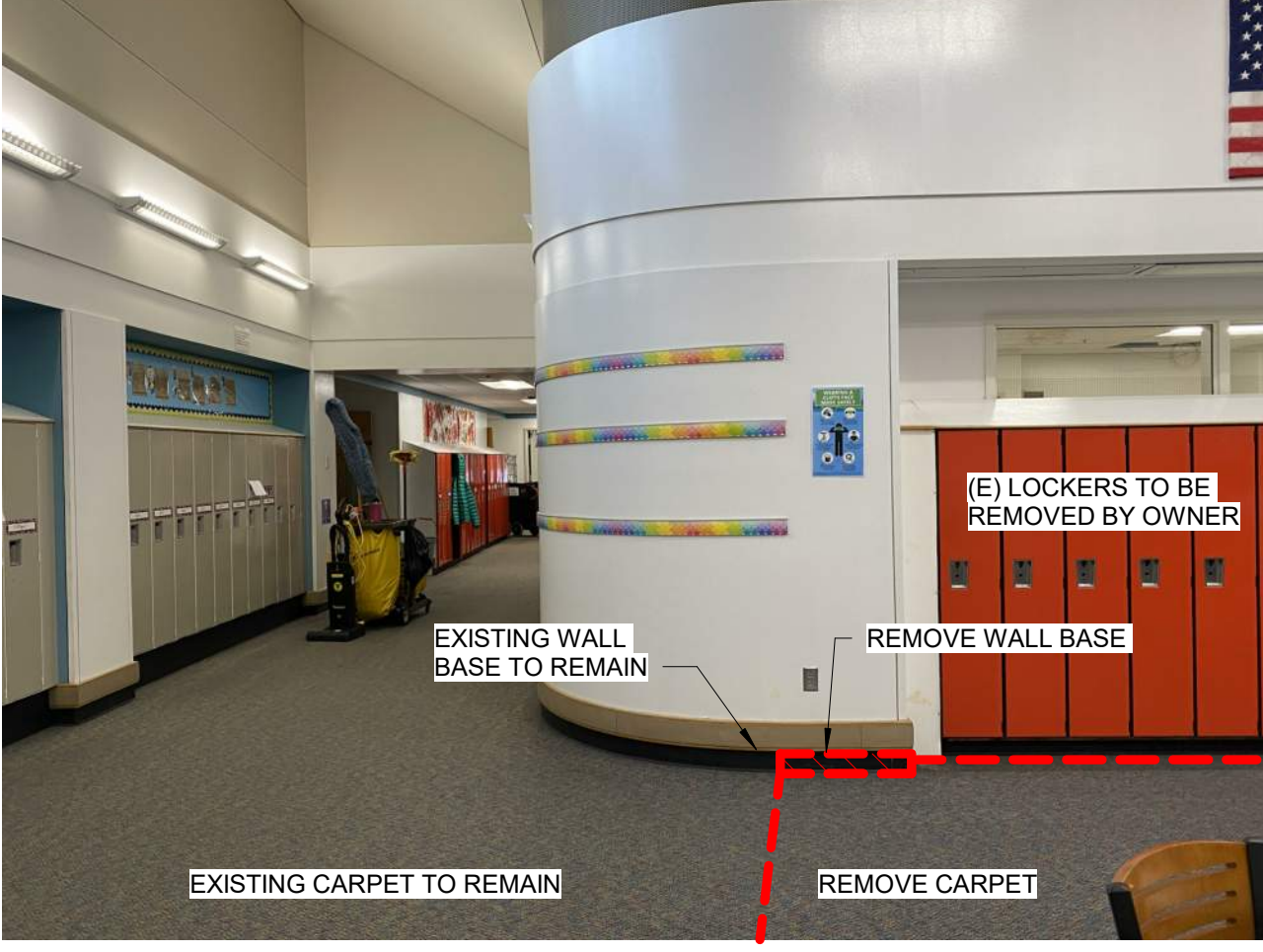
12 DEMO PHOTO - SAMPLE CUT #1  
A2.01 SCALE: 12" = 1'-0"



11 DEMO PHOTO - SAMPLE CUT #1  
A2.01 SCALE: 12" = 1'-0"



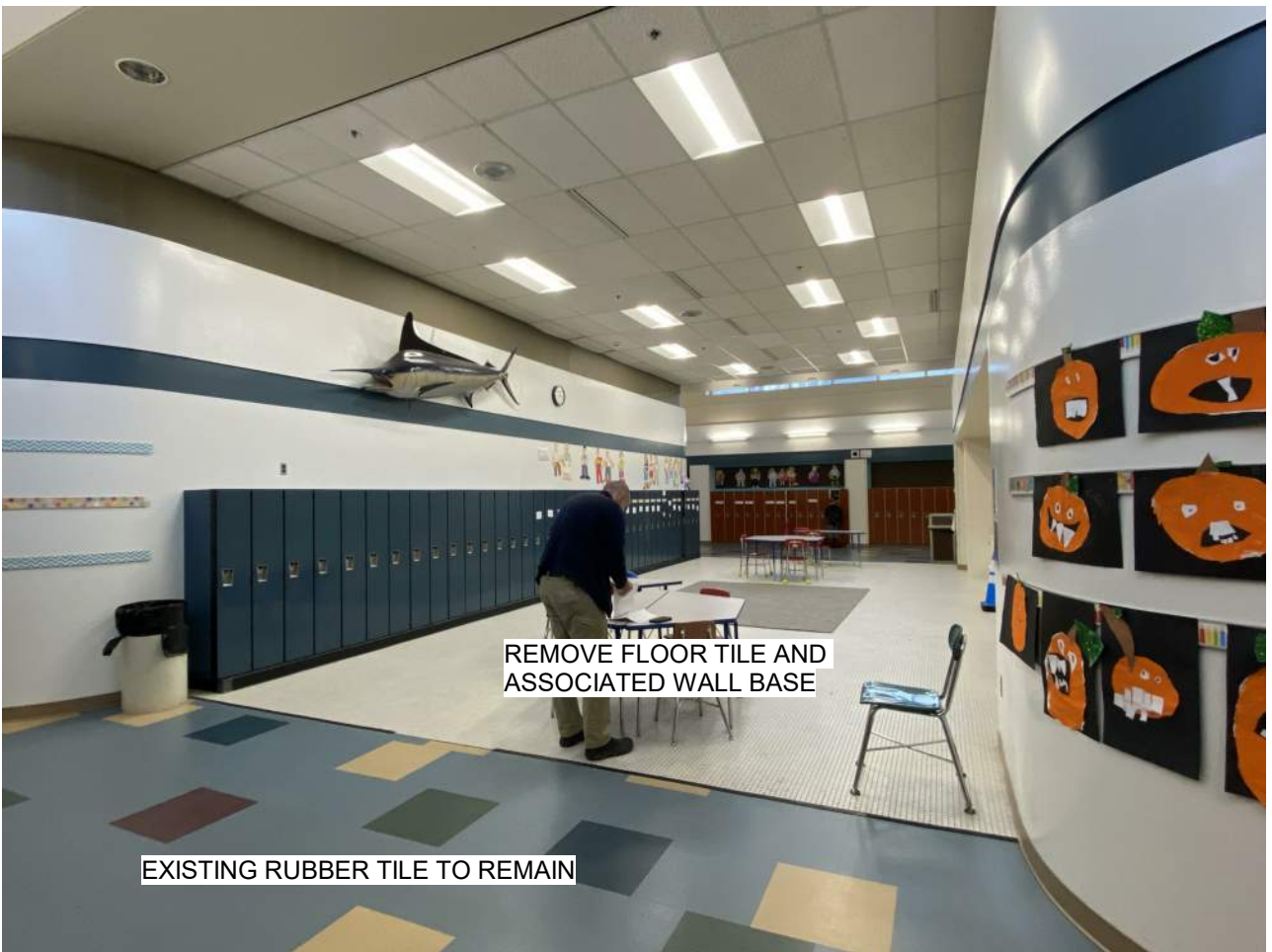
10 DEMO PHOTO - WET AREA 052  
A2.01 SCALE: 12" = 1'-0"



9 DEMO PHOTO - WET AREA 052 AT HALLWAY  
A2.01 SCALE: 12" = 1'-0"



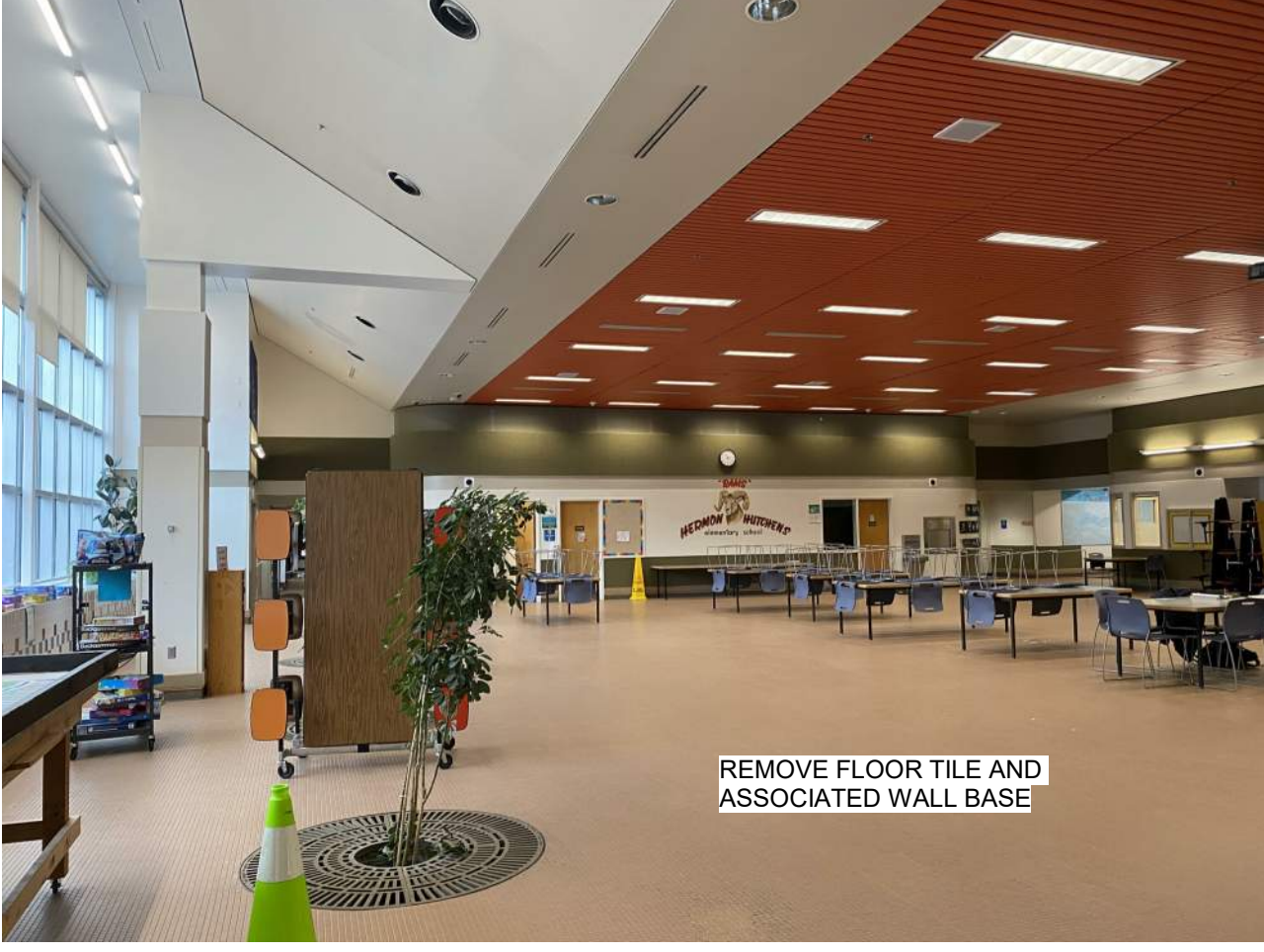
8 DEMO PHOTO - WET AREA 079  
A2.01 SCALE: 12" = 1'-0"



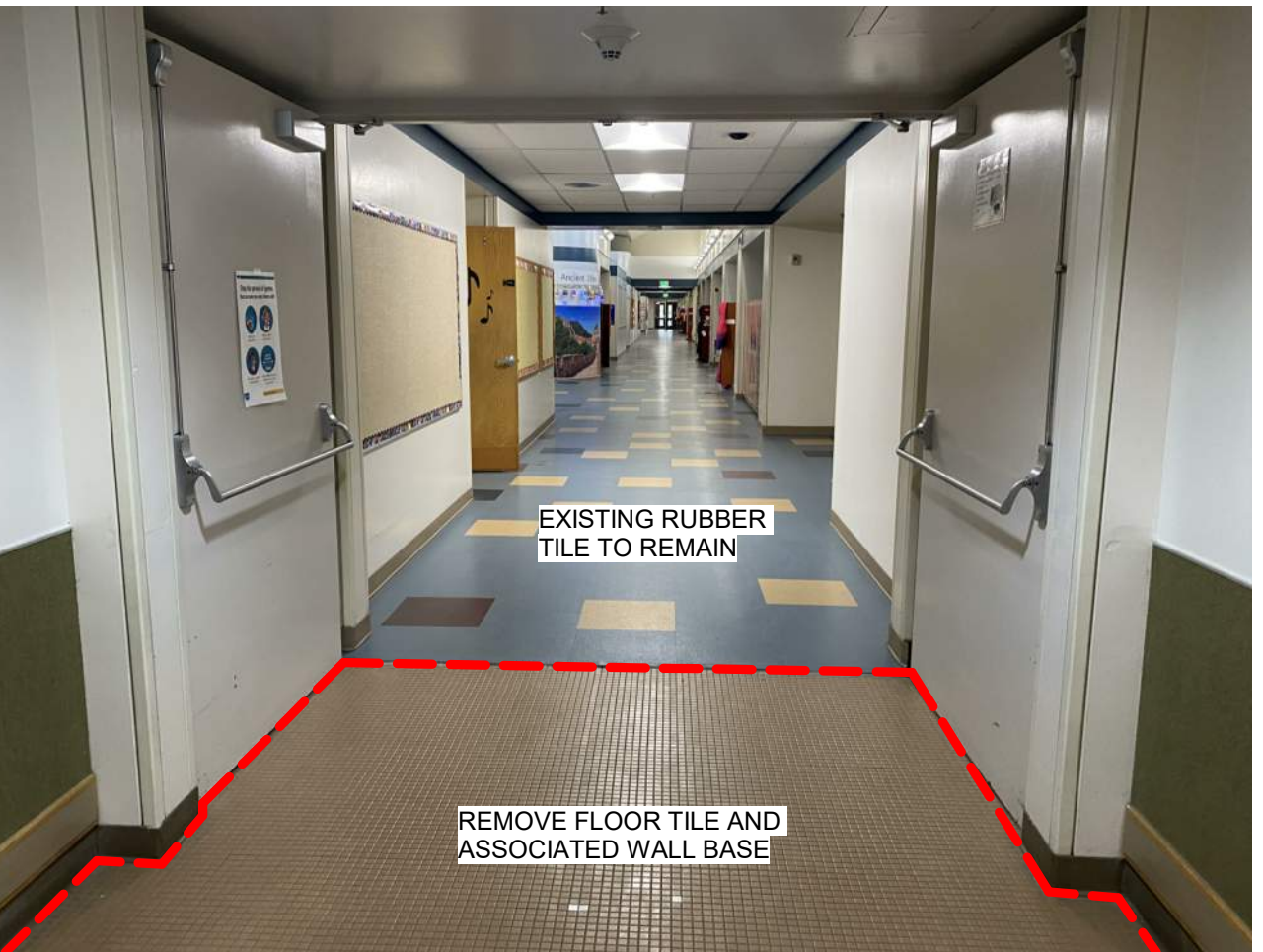
7 DEMO PHOTO - WET AREA 079 AT HALLWAY  
A2.01 SCALE: 12" = 1'-0"



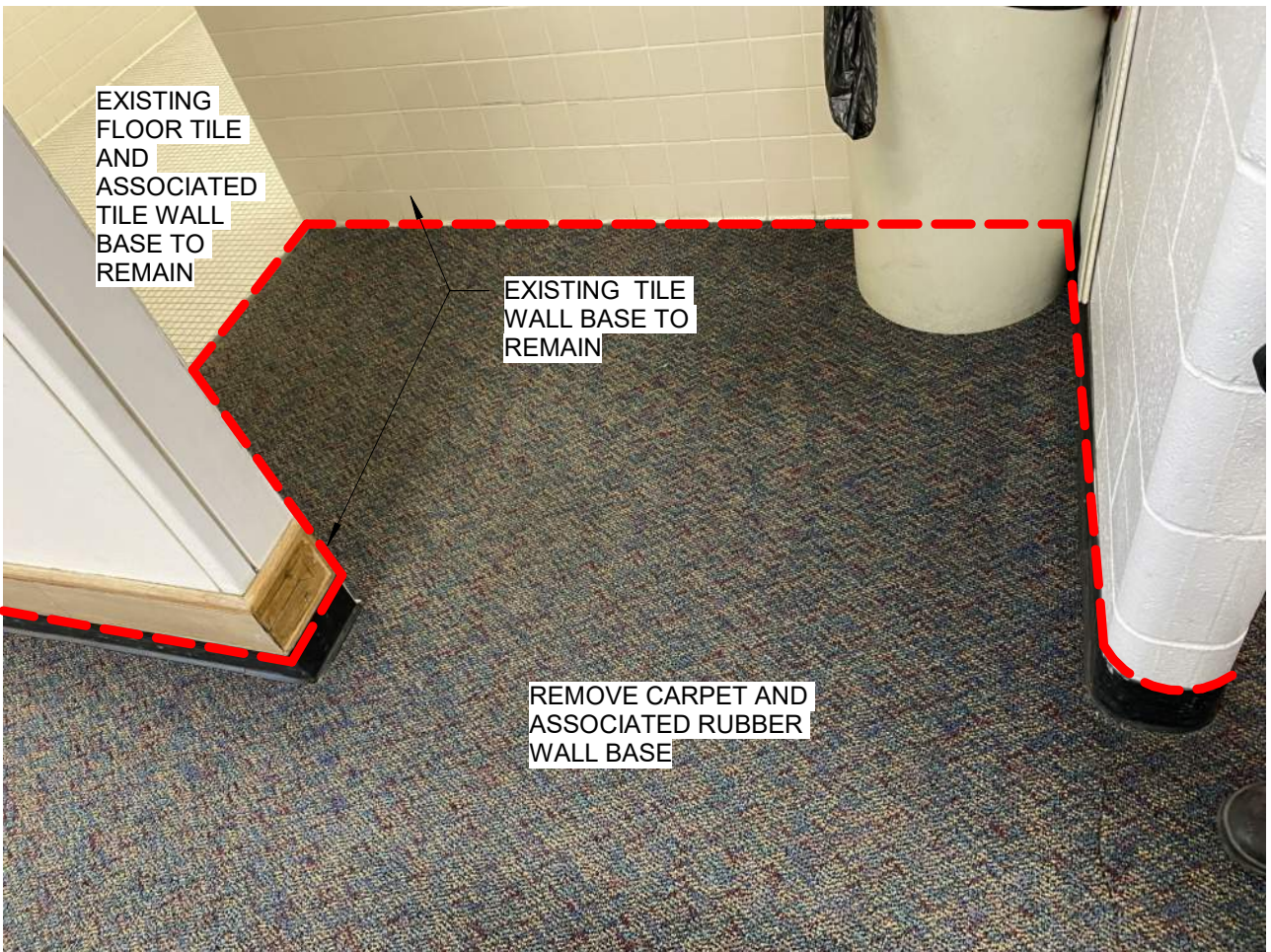
6 DEMO PHOTO - ENTRY VESTIBULE AT CAFETERIA  
A2.01 SCALE: 12" = 1'-0"



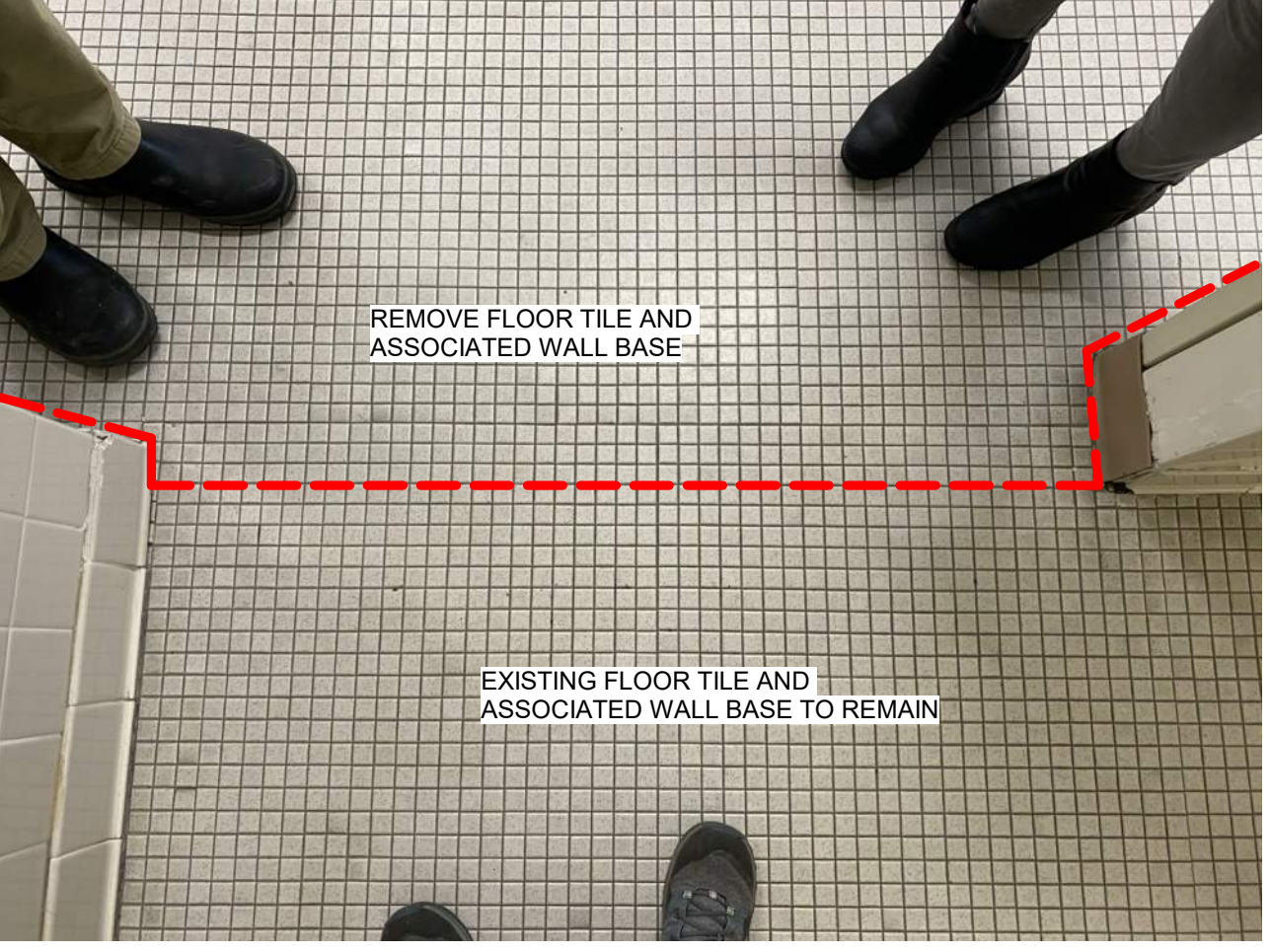
5 DEMO PHOTO - CAFETERIA  
A2.01 SCALE: 12" = 1'-0"



4 DEMO PHOTO - HALLWAY AT CAFETERIA  
A2.01 SCALE: 12" = 1'-0"



3 DEMO PHOTO WET AREA 052 AT BOYS/GIRLS  
A2.01 SCALE: 12" = 1'-0"

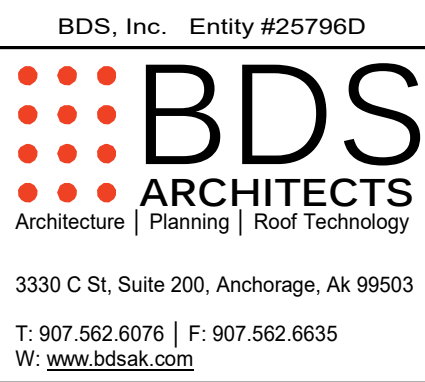
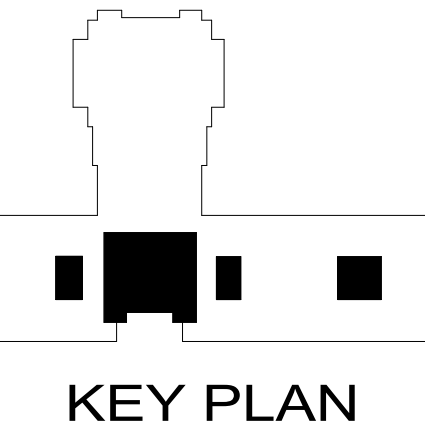


2 DEMO PHOTO - WET AREA 079 AT BOYS/GIRLS  
A2.01 SCALE: 12" = 1'-0"



1 DEMO PHOTO - WET AREA 104 AT BOYS/GIRLS  
A2.01 SCALE: 12" = 1'-0"

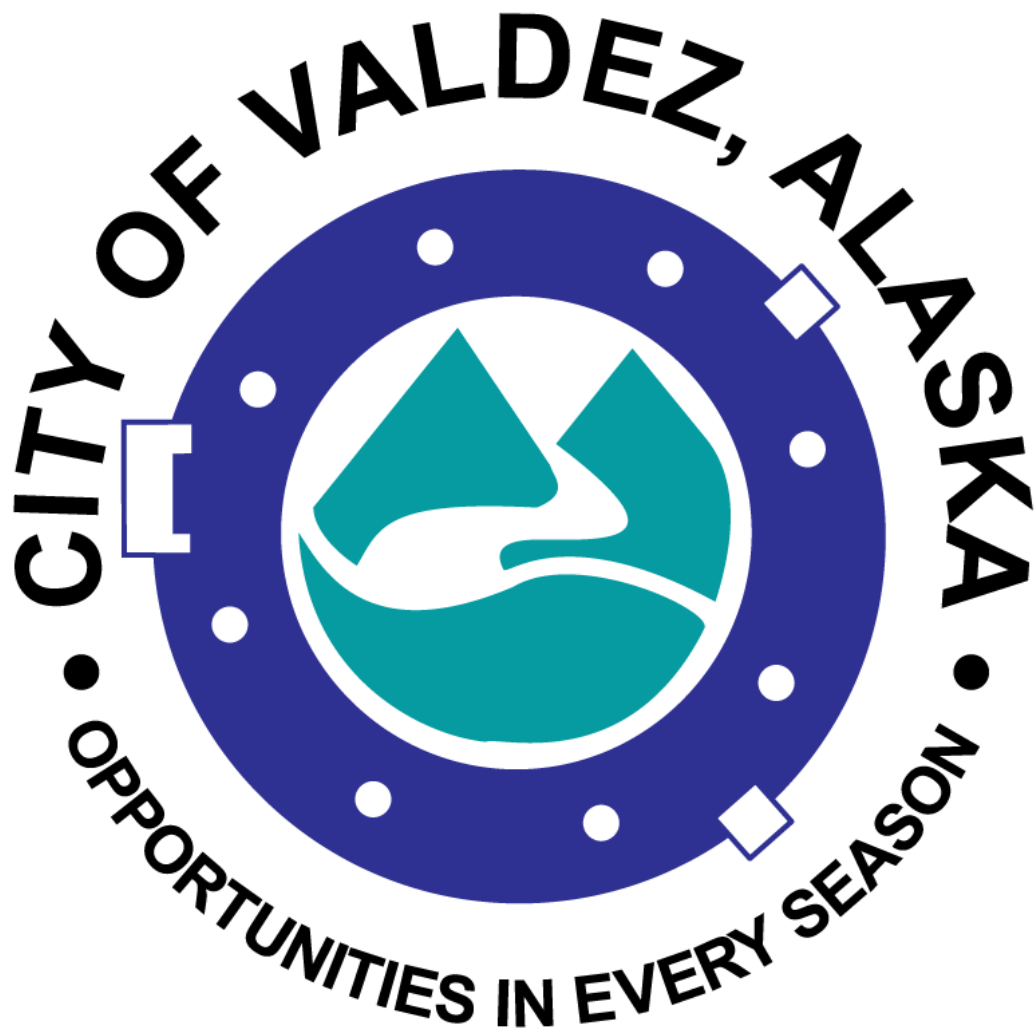
**REVISIONS**  
No Description Date



**COV HHES  
FLOORING &  
PHASED  
RENOVATIONS PH 1**  
VALDEZ, ALASKA  
BDS Project No.: 421006  
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BID DOCUMENTS  
JANUARY 14, 2022

**DEMO PHOTOS  
A2.01**





## CITY OF VALDEZ

### Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1

Bid Documents – Specifications

January 14, 2022



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Anchorage, Alaska 99503  
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## **TABLE OF CONTENTS**

### **DIVISIONS 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

UNDER SEPARATE COVER

### **DIVISIONS 01 – GENERAL REQUIRMENTS**

01 22 00 UNIT PRICES

SEE CITY OF VALDEZ BIDDING DOCUMENTS FOR REMAINING GENERAL REQUIREMENTS

### **DIVISIONS 02 – EXISTING CONDITIONS**

02 40 00 SELECTIVE DEMOLITION

### **DIVISIONS 03 – CONCRETE**

03 54 00 CAST UNDERLAYMENT

### **DIVISIONS 09 – FINISHES**

09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION  
09 65 00 RESILENT FLOORING  
09 68 13 TILE CARPETING  
09 90 00 PAINTING AND COATING

**SECTION 01 22 00 - UNIT PRICES**

**PART 1 GENERAL**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1	CAST UNDERLAYMENT, PREPARATION, AND INSTALLATION	1 (UP TO 1/4" THICKNESS)	SQUARE FT		
2	MOISTURE VAPOR MITIGATION SYSTEM, PREPARATION, AND INSTALLATION	1	SQUARE FOOT		

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## **SECTION 02 40 00 - SELECTIVE DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and City of Valdez Standard Construction Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. This Section includes the following:
  - 1. Demolition and removal of selected structures or components of structures.
  - 2. Demolition and removal of selected site elements.
  - 3. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for use of premises, phasing, and Owner-occupancy requirements.
  - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
  - 3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.
  - 4. Division 01 Section "Airborne Contaminant Control"

#### **1.03 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### **1.04 SUBMITTALS**

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
  - 6. Means of protection for items to remain and items in path of waste removal from building.
- C. Pre-demolition Photographs or Digital Video Recordings: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### **1.05 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

#### **1.06 PROJECT CONDITIONS**

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### **3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
  1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of

building.

3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
4. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

### **3.03 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.

### **3.04 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### **3.05 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property per the one-time disposal authorization and sewage lagoon closure plan, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  4. Comply with requirements specified in Division 01 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them. Refer to one-time disposal authorization and sewage lagoon closure plan.

### **3.06 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.



## **SECTION 03 54 00 - CAST UNDERLAYMENT**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Liquid-applied self-leveling floor underlayment.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 22 00 - Unit Prices: Additional quantities of cast underlayment.

#### **1.03 REFERENCE STANDARDS**

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- B. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2012.
- C. ASTM C348 - Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars 2021.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.

#### **1.04 SUBMITTALS**

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets documenting physical characteristics and product limitations of underlayment materials. Include information on surface preparation, environmental limitations, and installation instructions.
- C. Manufacturer's Instructions.

#### **1.05 QUALITY ASSURANCE**

- A. Applicator Qualifications: Company specializing in performing the work of this section.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.

#### **1.07 FIELD CONDITIONS**

- A. Do not install underlayment until floor penetrations and peripheral work are complete.
- B. Maintain minimum ambient temperatures of 50 degrees F (10 degrees C) 24 hours before, during and 72 hours after installation of underlayment.
- C. During the curing process, ventilate spaces to remove excess moisture.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

A. Cementitious Underlayment:

1. Basis of Design: 3ARDEX Engineered Cements; ARDEX K 15 with ARDEX P51 Primer: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
2. LATICRETE International, Inc: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
3. UZIN UTZ NORTH AMERICA, INC: [us.uzin.com/#sle](http://us.uzin.com/#sle).
4. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

### **2.02 MATERIALS**

A. Cementitious Underlayment: Blended cement mix, that when mixed with water in accordance with manufacturer's directions will produce self-leveling underlayment with the following properties:

1. Compressive Strength: Minimum 5000 pounds per square inch (34.5 MPa) after 28 days, tested per ASTM C109/C109M.
2. Flexural Strength: Minimum 1000 psi (6.9 MPa) minimum after 28 days, tested per ASTM C348.
3. Density: 125 pounds per cubic foot (2002 kg/cu m), nominal.
4. Final Set Time: 4 hours, maximum.
5. Thickness: Capable of thicknesses from feather edge to maximum 1-1/2" inch (38.1 mm) without aggregate.
6. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0 in accordance with ASTM E84.

B. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to underlayment mix materials.

C. Primer: Manufacturer's recommended type.

D. Joint and Crack Filler: Latex based filler, as recommended by manufacturer.

### **2.03 MIXING**

A. Site mix materials in accordance with manufacturer's instructions.

B. Mix to self-leveling consistency without over-watering.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are clean, dry, unfrozen, do not contain petroleum byproducts, or other compounds detrimental to underlayment material bond to substrate.

### **3.02 PREPARATION**

- A. Concrete:
  - 1. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be sound, solid, clean, and free of all oil, grease, dirt, curing compounds and any substance that might act as a bond breaker before priming. Mechanically clean if necessary using shot blasting or other. Acid etching and the use of sweeping compounds and solvents are not acceptable.
- B. Remove substrate surface irregularities. Fill voids and deck joints with filler. Finish smooth.
- C. Vacuum clean surfaces.
- D. Prime substrate in accordance with manufacturer's instructions. Allow to dry.
- E. Close floor openings.

### **3.03 APPLICATION**

- A. Install primer and underlayment in accordance with manufacturer's instructions.
- B. Place to indicated thickness, with top surface level to 1/8 inch in 10 ft (1:1000).
- C. For final thickness over 1-1/2 inches (38 mm), place underlayment in layers. Allow initial layer to harden to the point where the material has lost its evaporative moisture. Immediately prime and begin application of the subsequent layer within 24 hours.
- D. If a fine, feathered edge is desired, steel trowel the edge after initial set, but before it is completely hard.

### **3.04 CURING**

- A. Once underlayment starts to set, prohibit foot traffic until final set has been reached.
- B. Air cure in accordance with manufacturer's instructions.

### **3.05 PROTECTION**

- A. Protect against direct sunlight, heat, and wind; prevent rapid drying to avoid shrinkage and cracking.
- B. Do not permit traffic over unprotected floor underlayment surfaces.

**END OF SECTION**

## **SECTION 09 05 61 - COMMON WORK RESULTS FOR FLOORING PREPARATION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
  - 1. Resilient sheet.
  - 2. Carpet tile.
- B. Removal of existing floor coverings.
- C. Preparation of existing concrete floor slabs for installation of floor coverings.
- D. Testing of concrete floor slabs for moisture and alkalinity (pH).
- E. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.
  - 1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.
- F. Patching compound.
- G. Moisture Vapor Mitigation System

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 22 00 - Unit Prices: Additional quantities of moisture vapor mitigation system installed
- B. Section 03 54 00 - Cast Underlayment: Self-leveling underlayment

#### **1.03 REFERENCE STANDARDS**

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete 2020.
- C. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2016a.
- D. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- E. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings 2011.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

#### **1.05 SUBMITTALS**

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
  - 1. Moisture and alkalinity (pH) limits and test methods.
  - 2. Manufacturer's required bond/compatibility test procedure.
- C. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
- D. Testing Agency's Report:
  - 1. Description of areas tested; include floor plans and photographs if helpful.
  - 2. Summary of conditions encountered.
  - 3. Moisture and alkalinity (pH) test reports.
  - 4. Copies of specified test methods.
  - 5. Recommendations for remediation of unsatisfactory surfaces.
  - 6. Submit report to Architect.
  - 7. Submit report not more than two business days after conclusion of testing.

#### **1.06 QUALITY ASSURANCE**

- A. Moisture and alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.
- B. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
- C. Contractor's Responsibility Relating to Independent Agency Testing:
  - 1. Provide access for and cooperate with testing agency.
  - 2. Confirm date of start of testing at least 10 days prior to actual start.
  - 3. Allow at least 4 business days on site for testing agency activities.
  - 4. Achieve and maintain specified ambient conditions.

5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

### **1.08 FIELD CONDITIONS**

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F (18 degrees C) or more than 85 degrees F (30 degrees C).
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

## **PART 2 PRODUCTS**

### **2.01 PATCHING COMPOUND**

- A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
  1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
  2. Compressive Strength: 5000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.

### **2.02 MOISTURE VAPOR MITIGATION SYSTEM**

- A. Moisture Vapor Mitigation System: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
  1. Approved Manufacturers:
    - a. Basis of Design: ARDEX Engineered Cements; ARDEX MC RAPID with Sand broadcast: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
    - b. LATICRETE International, Inc: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
    - c. UZIN, a division of UFLOOR Systems Inc: [www.ufloorsystems.com/#sle](http://www.ufloorsystems.com/#sle).

- d. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
- 2. Performance and Physical Properties: Meet or exceed the following values for material cured at 70°F /-3°F (21°C /-2°C) and 50% /-5% relative humidity:
  - a. Application: Manual
  - b. Material Requirements on CSP 3 Prepared Concrete: Approx. 250 - 270 sq. ft. (25 m<sup>2</sup>) per mixed unit for 10 mils, and approx. 170 – 109 sq. ft. (16 – 18 m<sup>2</sup>) per mixed unit for 14 mils
  - c. Permeability (ASTM E96): 0.06 perms
  - d. 14 pH solution (ASTM D1308): No effect
  - e. VOC: 19.9 g/L, A B, ASTM D2369
  - f. Walkable: Minimum of 4 hours
  - g. Install underlayment or topping: Minimum 4 hours,

### **PART 3 EXECUTION**

#### **3.01 CONCRETE SLAB PREPARATION**

- A. Perform following operations in the order indicated:
  - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
    - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
    - b. Removal of existing floor covering.
    - c. Removal of existing cementitious underlayments.
  - 2. Preliminary cleaning.
  - 3. Moisture vapor emission tests; 3 tests in the first 1000 square feet (100 square meters) and one test in each additional 1000 square feet (100 square meters), unless otherwise indicated or required by flooring manufacturer.
  - 4. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 5. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 6. Specified remediation, if required.
  - 7. Patching, smoothing, and leveling, as required.
  - 8. Other preparation specified.

9. Protection.

**3.02 REMOVAL OF EXISTING FLOOR COVERINGS**

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

**3.03 PRELIMINARY CLEANING**

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

**3.04 MOISTURE VAPOR MITIGATION SYSTEM**

- A. Preparation:
  - 1. Concrete Subfloors: Prepare Substrate in accordance with manufacturer's instructions.
    - a. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be sound, solid, clean, and free of all oil, grease, dirt, curing compounds and any substance that might act as a bond breaker before application.
    - b. Mechanical preparation of the surface is required to obtain a minimum ICRI concrete surface profile of 3 (CSP 3). This substrate preparation must be by mechanical means, such as shot blasting.
    - c. The concrete must have a minimum tensile strength of at 150 psi (10.5 kg/cm<sup>2</sup>) for areas to receive normal foot traffic and 200 psi (14 kg/cm<sup>2</sup>) for areas of heavy commercial traffic when tested in accordance with ASTM C1583.
    - d. Prior to beginning the installation, the relative humidity within the concrete can be measured (ASTM F2170). No standing water shall be present.
  - 2. Application:
    - a. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected.
    - b. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas from contact due to mixing and handling of materials.
    - c. Mixing: Comply with manufacturer's printed instructions and the following.
      - 1) Each individual 22 lb. (10 kg) unit contains separate, pre-measured quantities of hardener (Part B) and the resin (Part A). After opening each container, stir the



individual components thoroughly before blending. The hardening agent (Part B) is added to the resin (Part A).

- 2) Pour all of the hardener into the resin portion and stir thoroughly for a minimum of 3 minutes using a low speed drill and an epoxy mixing paddle. Once mixed, pour some of the epoxy back into the hardener container, stir for 10 seconds, and then pour all of the contents back into the resin container. Mix for an additional 30 seconds before applying.
- d. Application: Comply with manufacturer's printed instructions and the following.
- 1) The required thickness for the ARDEX MC RAPID is dependent on application. Please refer to the technical data sheet for more information.
  - 2) Apply the freshly mixed ARDEX MC™ RAPID at the minimum thickness specified in the technical data sheet to the prepared concrete surface in a uniform direction with a short- nap paint roller or notched squeegee with back-rolling for smoother surfaces, and a longer nap roller for more uneven substrates. To minimize the potential for pinhole formation, work the ARDEX MC™ RAPID into the surface with the roller to ensure maximum penetration. ARDEX MC™ RAPID can also be worked into the surface with a paintbrush for hard to reach areas and corners.
  - 3) A sand broadcast is required for certain applications; see the technical data sheet. Where required, sand broadcast must proceed while the ARDEX MC RAPID is still in a fresh state (maximum 20 minutes).
  - 4) Following the application of MC RAPID and primer or sand broadcast, install the cast underlayment per section in accordance with printed instructions found in the corresponding technical brochure.
  - 5) It is not necessary to re-test the substrate for moisture emissions prior to installing the floor covering.

### 3.05 MOISTURE VAPOR EMISSION TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet (1.4 kg per 93 square meters) per 24 hours.
- F. Report: Report the information required by the test method.

### **3.06 INTERNAL RELATIVE HUMIDITY TESTING**

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F2170 Procedure A and as follows.
- D. Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.
- F. Report: Report the information required by the test method.

### **3.07 ALKALINITY TESTING**

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

### **3.08 PREPARATION**

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with requirements and recommendations of floor covering manufacturer.
- C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
- D. Do not fill expansion joints, isolation joints, or other moving joints.

### **3.09 APPLICATION OF REMEDIAL FLOOR COATING**

- A. Comply with requirements and recommendations of coating manufacturer.

**END OF SECTION**

## **SECTION 09 65 00 - RESILIENT FLOORING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Resilient sheet flooring.
- B. Resilient base.
- C. Installation accessories.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 09 05 61 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.

#### **1.03 REFERENCE STANDARDS**

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source 2019a, with Editorial Revision (2020).
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring 2021.
- C. ASTM F1859 - Standard Specification for Rubber Sheet Floor Covering Without Backing 2021a.
- D. ASTM F1861 - Standard Specification for Resilient Wall Base 2021.
- E. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2016a.
- F. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- G. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source 2019.

#### **1.04 SUBMITTALS**

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plans and floor patterns.
- D. Samples: Submit manufacturer's complete set of color samples for Architect's initial selection. (Submittal Requirement Waved if Basis of Design Product Submitted.)
- E. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.

- F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Flooring Material: 5 percent of total for each type and color.
  - 2. Extra Wall Base: 5 percent of total for each type and color.

#### **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in installing specified flooring with minimum Five years documented experience.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
- D. Protect roll materials from damage by storing on end.
- E. Do not double stack pallets.

#### **1.07 FIELD CONDITIONS**

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

### **PART 2 PRODUCTS**

#### **2.01 SHEET FLOORING**

- A. Rubber Sheet Flooring - Type RSF-1, RSF-2, RSF-3: 100 percent rubber composition, color and pattern through total thickness.
  - 1. Manufacturers:
    - a. Basis of Design: Mohawk Group; True Collection; Medi-Flex Sheet
    - b. Nora Systems; [www.nora.com](http://www.nora.com)
    - c. Roppe Corporation: [www.roppe.com/#sle](http://www.roppe.com/#sle).
    - d. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
  - 2. Minimum Requirements: Comply with ASTM F1859, Type 1, without backing.

3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648.
  4. Hardness: Shore A  $\geq$  85 per ASTM D2240
  5. Abrasion Resistance: Passes (H 18, 500g @ 1000 cycles) per ASTM D 3389
  6. Chemical Resistance: ASTM F 925 - Exceeds
  7. Antimicrobial/Antifungal Resistance Test: ASTM G21 Pass (28 days)
  8. Thickness: 0.118 inch (3mm mm) minimum.
  9. Sheet Width: 72 inch (1825 mm) minimum.
  10. Seams: Heat welded.
  11. Surface Texture: Smooth.
  12. Color: To be selected by Architect from manufacturer's full range.
- B. Welding Rod: Solid bead in material compatible with flooring, produced by flooring manufacturer for heat welding seams, and in color matching field color.

## 2.02 RESILIENT BASE

- A. Resilient Base - Type RB-1: ASTM F1861, Type TS rubber, vulcanized thermoset; style as scheduled.
1. Manufacturers:
    - a. Basis of Design: Johnsonite, a Tarkett Company; [www.johnsonite.com/#sle](http://www.johnsonite.com/#sle).
    - b. Burke Flooring: [www.burkeflooring.com/#sle](http://www.burkeflooring.com/#sle).
    - c. Roppe Corporation: [www.roppe.com/#sle](http://www.roppe.com/#sle).
    - d. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
  2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
  3. Height: 4 inch (100 mm).
  4. Thickness: 0.125 inch (3.2 mm).
  5. Finish: Satin.
  6. Color: To be selected by Architect from manufacturer's full range.
  7. Accessories: Premolded external corners.

## **2.03 ACCESSORIES**

- A. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Cementitious Subfloor Surfaces: Verify that substrates are ready for resilient flooring installation by testing for moisture and alkalinity (pH).
  - 1. Test as Follows:
    - a. Alkalinity (pH): ASTM F710.
    - b. Internal Relative Humidity: ASTM F2170.
    - c. Moisture Vapor Emission: ASTM F1869.
  - 2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

### **3.02 PREPARATION**

- A. Prepare floor substrates for installation of flooring in accordance with Section 09 05 61.

### **3.03 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.

### **3.04 INSTALLATION - SHEET FLOORING**

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns at seams.
- B. Seal seams by heat welding where indicated.

### **3.05 INSTALLATION - RESILIENT BASE**

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.

### **3.06 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.

- B. Clean in accordance with manufacturer's written instructions.

### **3.07 PROTECTION**

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

**END OF SECTION**

## **SECTION 09 68 13 - TILE CARPETING**

### **PART 1 - GENERAL**

#### **1.01 CONTRACT CONDITIONS**

- A. Work of this Section is bound by the Contract Conditions and Division 01, bound herewith, in addition to this Specification and accompanying Drawings.

#### **1.02 SECTION INCLUDES**

- A. Modular Carpet Tile and Carpet Accessories.

#### **1.03 RELATED WORK**

- A. Division 03 - Cast Underlayment
- B. Division 09 - Section "Resilient Sheet Flooring" for Resilient Base

#### **1.04 REFERENCES**

- A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
- C. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
- D. AATCC - American Association of Textile Colorist and Chemists
- E. NFPA 253 - Test for Critical Radiant Flux of Floor Covering Systems.

#### **1.05 SUBMITTALS**

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two samples 12x12 inch in size illustrating color and pattern for each carpet material specified. (Submittal Requirement Waved if Basis of Design Product Submitted.)
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- E. Warranties: Manufacturer's warranties specified in this Section.

#### **1.06 REGULATOR AGENCY REQUIREMENTS**

- A. Conform to applicable code for flame/smoke rating requirements.
- B. Conform to ASTM E648 Class I for flooring radiant panel test.



- C. Conform to ASTM D2859 for surface flammability ignition test.

#### **1.07 PRODUCT STORAGE AND HANDLING**

- A. Carpeting shall be delivered to the job site in original mill wrapping with each roll or tile box having its register number properly attached, clearly marked as to size, dye lot, and materials.
- B. Material shall be stored in an enclosed and dry area protected from damage and soiling.

#### **1.08 ENVIRONMENTAL REQUIREMENTS**

- A. Floor covering installation contractor shall visit the site and be responsible for all measurements and job conditions.
- B. Sequence carpeting with other work so as to minimize possibility of damage and soiling of carpet during remainder of construction period.
- C. Do not begin carpet installation until painting and finishing work are complete and ceilings and overhead work have been tested, approved, and completed.
- D. Maintain room temperature at 65 F (18 C) minimum for at least 48 hours prior to installation and relative humidity at 65% maximum.
- E. After installation, continue to fresh-air ventilate for 48 to 72 hours at normal room temperatures by operating the ventilation fan system at full capacity and by opening windows and doors, if possible.

#### **1.09 WARRANTY**

- A. Provide the following written warranties by carpet manufacturer for a period of no less than 15 years:
  - 1. Wear - Surface fiber wear shall not be more than 10% by weight in 15 years. (Note: wear warranty shall not require use of chair pads)
  - 2. Static - Static generation at less than 3.0 kV at 70 degrees F, and 20% R.H.
  - 3. No delamination
  - 4. No edge ravel
  - 5. No dimensional instability (i.e., shrinkage, curling and doming) which adversely affect the ability of the tile to lay flat
  - 6. Merge ability - Carpet that is of the same style/color, but from different dye lots and/or manufacturing dates, may be merged and used interchangeably, both at initial installation and at later selective replacement, to create a continuous carpeted surface with no tile appearing out of place.
- B. At no additional cost to Owner, correct defects in materials and workmanship which appear during Warranty Period by repairing, or when directed by replacing.

### **1.10 EXTRA MATERIALS**

- A. For each type, pattern, and color of carpet leave ten (10) complete tiles in labeled boxes.
- B. Store on project premises where directed by owner.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURER**

- A. Acceptable Manufacturers are limited to the following:
  - 1. Mohawk Group; [www.mohawkgroup.com](http://www.mohawkgroup.com)
  - 2. Shaw Contract: [www.shawcontract.com](http://www.shawcontract.com).
  - 3. Tandus Inc.: [www.tandus.com](http://www.tandus.com).
  - 4. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

### **2.02 CARPET TILE (WOC-1)**

- A. Basis of Design: Tuff Stuff II Collection, First Step II
- B. Description: Tufted nylon conforming to the following criteria:
  - 1. Type: Modular Tile, 24" x 24"
  - 2. Surface Texture: Performance Loop Pile
  - 3. Gauge: 5/32 (25.2 rows per 10cm)
  - 4. Density: 6,739
  - 5. Stitches per Inch: 8.5 (33.46 per 10 cm)
  - 6. Pile Thickness: .144" (3.66 mm)
  - 7. Dye Method: Solution Dyed
  - 8. Face Weight: 38.0 oz. per sq. yd.
  - 9. Color/Pattern: As selected from manufacturer's full color line.

### **2.03 ACCESSORIES**

- A. Sub-Floor Filler: Type recommended by carpet manufacturer.
- B. Self-Drying, Cement-Based Finish Underlayment
  - 1. Refer to 03 54 00 Cast Underlayment
- C. Adhesives: Water-resistant, mildew-resistant, non-staining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and that is

recommended by carpet manufacturer.

1. Provide adhesives with VOC content not more than 50g/L when calculated according to 40 CFR 59, Subpart D (EPA method 24).
  2. Methylene chloride and perchloroethylene may not be intentionally added to adhesives.
- D. Adhesive Film, for Carpet Tiles: Pressure-sensitive adhesive, applied on one side of a polyester film, recommended by carpet tile manufacturer for releasable installation.
- E. Edge Strips: Color as selected from manufacturer's full line.

### **PART 3 - EXECUTION**

#### **3.01 EXMINATION**

- A. General: Do not start work until works of other trades are substantially completed. Inspect surfaces to receive carpet and verify that all such work is complete to the point where this installation may properly commence. In the event of discrepancy, notify Construction Manager. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved. Start of carpet installation indicates acceptance of sub-floor conditions and full responsibility for completed work.
- B. Materials: Unpack all goods to verify all goods uniformity, quality, color and texture against the approved samples prior to installation. Any discrepancy should be brought to the attention of the Owners Representative.

#### **3.02 PREPARATION**

- A. General: Comply with CRI Carpet Installation Standard, Section 7.3, "Site Conditions; Floor Preparation," and carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.
- B. Test moisture content of substrates to receive carpet materials to verify that moisture is within the manufacturers' acceptable limits. Perform tests only when interior space is enclosed and conditioned. Tests shall provide quantitative results.
- C. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/16 inch wide or wider, and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- D. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tiles.

#### **3.03 INSTALLATION**

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.

- B. Installation Method: Glue down; install every tile with full-spread, releasable, pressure- sensitive adhesive.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Provide carpet under operable partitions.
- G. Carpet is to extend under all casework except fixed sink base cabinets.
- H. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.
- I. Install pattern parallel to walls and borders.

### **3.04 CLEANING AND PROTECTION**

- A. Perform the following operations immediately after installing carpet tiles:
  - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protection of Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer and carpet tile adhesive manufacturer.

**END OF SECTION**

## **SECTION 09 90 00 - PAINTING AND COATING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Surface preparation required to properly install products.
- B. Field application of paints and other coatings.
- C. Surfaces to be finished are indicated in this section and on the Drawings.

#### **1.02 REFERENCES**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Master Painters and Decorators Association; 2010.

#### **1.03 SUBMITTALS**

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system (copy of relevant MPI Manual page is acceptable).
  - 4. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- C. Certification by manufacturer that products comply with Contract Documents and are compatible with applicable substrates and with each other.
- D. Samples for Verification: Submit three paper "drop" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Prime Consultant before preparing samples, to eliminate sheens definitely not required.
  - 3. Paint color submittals will not be considered until color submittals for major materials not to be painted have been approved.
  - 4. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

#### **1.04 QUALITY ASSURANCE**

- A. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.
- B. Maintain one copy of relevant portions of MPI Architectural Painting Specification Manual on project site at all times.
- C. Material Safety Data Sheets: At project site maintain file of MSDS sheets for each product used; become familiar with and follow manufacturer's stated application and safety requirements.

#### **1.05 DELIVERY, STORAGE, AND PROTECTION**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

#### **1.06 FIELD CONDITIONS**

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

#### **1.07 EXTRA MATERIALS**

- A. Supply 1 gallon (4 L) of each color; new, unopened after mixing; store where directed.
- B. Label each container with color in addition to the manufacturer's label.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. Acceptable Manufacturers are limited to the following:
  - 1. Sherwin Williams: [www.sherwin-williams.com](http://www.sherwin-williams.com).

2. Duron, Inc: [www.duron.com](http://www.duron.com).
3. ICI Paints North America: [www.icidecorativepaints.com](http://www.icidecorativepaints.com).
4. Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com).
5. PPG Architectural Finishes, Inc: [www.ppgaf.com](http://www.ppgaf.com).
6. Glidden: [www.glidden.com](http://www.glidden.com).
7. Fuller-O'Brien: [www.fullerpaint.com](http://www.fullerpaint.com).
8. Behr Process Corporation: [www.behr.com](http://www.behr.com).
9. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

## 2.02 MATERIALS

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
  3. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
    - a. Flat Paints and Coatings: 50 g/L.
    - b. Nonflat Paints and Coatings: 150 g/L.
    - c. Dry-Fog Coatings: 400 g/L.
    - d. Primers, Sealers, and Undercoaters: 200 g/L.
    - e. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
    - f. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
    - g. Pretreatment Wash Primers: 420 g/L.
    - h. Shellacs, Clear: 730 g/L.
    - i. Shellacs, Pigmented: 550 g/L.

## **2.03 PAINT SYSTEMS**

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Where a specified paint system does not have a Premium Grade, provide Custom Grade system.
- C. Where sheen is not specified or more than one sheen is specified, sheen will be selected later by Prime Consultant from the manufacturer's full line.
- D. Provide colors as scheduled on Drawings and Color Schedule.

## **2.04 INTERIOR PAINT SYSTEMS**

- A. Metal Fabrications:
  - 1. Applications include but are not limited to: columns, beams, joists, exposed fire sprinkler piping, etc.
  - 2. Water-Based Light Industrial Coating System [MPI INT 5.1B]:
    - a. 1st Coat: Primer, rust-inhibitive, water based [MPI #107].
    - b. 2nd Coat: Light industrial intermediate coating, interior, water based, matching topcoat.
    - c. 3rd Coat: Light industrial top-coating, interior, water based, semi-gloss (MPI Gloss Level 5) [MPI #153].

## **PART 3 EXECUTION**

### **3.01 SCOPE -- SURFACES TO BE FINISHED**

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Paint the surfaces described in PART 2, indicated on the Drawings, and as follows:
  - 1. If a surface, material, or item is not specifically mentioned, paint in the same manner as similar surfaces, materials, or items, regardless of whether colors are indicated or not.
  - 2. Paint surfaces behind movable equipment and furnishings the same as similar exposed surfaces.
  - 3. Paint surfaces to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
  - 4. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
  - 5. Finish top, bottom, and side edges of exterior doors the same as exposed faces.



6. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, and hangers, brackets, collars and supports occurring in finished areas to match background surfaces, unless otherwise indicated.
7. Paint shop-primed mechanical and electrical items occurring in finished areas.
8. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.

C. Do Not Paint or Finish the Following Items:

1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
2. Items indicated to receive other finish.
3. Items indicated to remain naturally finished.
4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
5. Anodized aluminum.
6. Polished and brushed stainless steel items.
7. Concrete masonry in utility, mechanical, and electrical spaces.
8. Acoustical materials.
9. Concealed piping, ductwork, and conduit.

### 3.02 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials; report incompatible primer conditions and submit recommended changes for Prime Consultant's approval.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  1. Concrete: 12 percent.
  2. Fiber-Cement Board: 12 percent.
  3. Masonry (Clay and CMUs): 12 percent.
  4. Wood: 15 percent.
  5. Gypsum Board: 12 percent.

6. Plaster: 12 percent.
- E. Measure the ph factor of concrete, masonry, and mortar before starting any finishing process, using the method specified in MPI Architectural Painting Manual.
  1. Report results in writing to Owner before starting work.
  2. If results of test indicate need for remedial action, provide written description of remedial action. If a different primer or paint systems is required, state the total cost of the change. Do not proceed with remedial action or change without receiving written authorization from Owner.

### 3.03 PREPARATION

- A. Prepare surfaces as specified in MPI Architectural Painting Specification Manual and as follows for the applicable surface and coating; if multiple preparation treatments are specified, use as many as necessary for best results; where the Manual references external standards for preparation (e.g. SSPC standards), prepare as specified in those standards; comply with coating manufacturer's specific preparation methods or treatments, if any.
- B. Coordinate painting work with cleaning and preparation work so that dust and other contaminants do not fall on newly painted, wet surfaces.
- C. Surface Appurtenances: Prior to preparing surfaces or finishing, remove electrical plates, hardware, light fixtures, light fixture trim, escutcheons, machined surfaces, fittings, and similar items already installed that are not to be painted.
  1. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before preparation and finishing.
  2. After completing painting in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac those which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- H. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

### 3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.
  - 1. Remove, refinish, or repaint work not complying with requirements.
- B. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
  - 1. Brush Application: Use brushes best suited for the type of material applied; use brush of appropriate size for the surface or item being painted; produce results free of visible brush marks.
  - 2. Roller Application: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
  - 3. Spray Application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
  - 4. Where application method is listed in the MPI Manual for the paint system that application method is required; otherwise any application method recommended by manufacturer for material used and objects to be painted is acceptable.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
  - 1. Number of coats and film thickness required are the same regardless of application method.
  - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
  - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
  - 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
  - 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.

3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
6. Before applying next coat vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

### **3.05 CLEANING AND PROTECTION**

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from site.
- C. Protect other work, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by Prime Consultant.
- D. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in MPI Manual.

### **3.06 SCHEDULE - COLORS**

- A. See Plans and Schedules for extent of surfaces to be painted.

**END OF SECTION**



## Legislation Text

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**File #:** 22-0137, **Version:** 1

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**ITEM TITLE:**

Approving contract amendment with Altman Rogers for performance of the 2021 Financial Audit.

**SUBMITTED BY:** Jordan Nelson, Interim Finance Director

**FISCAL NOTES:**

Expenditure Required: \$80,000

Unencumbered Balance: \$80,000

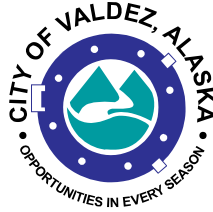
Funding Source: Council/professional Services, 001.5300.43200

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

This contract amendment formalizes engagement of the first of three optional one-year extensions to the original contract executed in late 2019, for performance of the 2021 Financial Audit.



**City of Valdez  
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and

Altman Rogers (“Consultant”), is to the following AGREEMENT dated the 6th day of November, 2019:

**Project: Audit**

**Project No: n/a**

**Contract No.: 1564**

**Cost Code: 001.5300.43200**

Consultant’s project manager under this agreement is Grant Todd

City’s project manager is Jordan Nelson

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: extends term for one year, and specifies related NTE costs

**ARTICLE 2. Scope of Work - Period of Performance**

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as follows:

Period of performance extends to 12/31/2022

Cost is increased by \$80,000

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$158,000

Amount Changed by previously authorized Amendment: \$0

AGREEMENT Amount prior to this Amendment: \$158,000

Amount of this Amendment: \$\_80,000

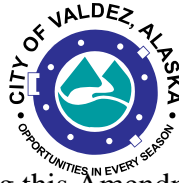
**Agreement for Services**

**Project:**

**Project No.**

**Contract No.**

**Cost Code:**



New total AGREEMENT amount including this Amendment: \$\$238,000

**ARTICLE 4. Extent of Agreement:**

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Contractor which does not otherwise exist without regard to this AMENDMENT.

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and effect, except as specifically modified herein by this AMENDMENT.

IN WITNESS WHEREOF, the parties to this presence have executed this AMENDMENT in two (2) counterparts, each of which shall be deemed an original, on the date first mentioned above.

**Altman Rogers**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
**Name of Company Rep Authorized to Sign**

\_\_\_\_\_  
**Sharon Scheidt, Mayor**

**BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST:**

**DATE:** \_\_\_\_\_

**FEDERAL ID #:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Company Secretary or Attest**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Mark Detter, City Manager**

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**Brena, Bell & Walker P.C.**

**RECOMMENDED:**



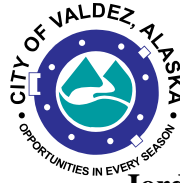
**Agreement for Services**

**Project:**

**Project No.**

**Contract No.**

**Cost Code:**



**Jon S. Wakeland**

**Jordan Nelson, Finance Director-Interim**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

January 27, 2022

Brian Carlson, Finance Director  
City of Valdez  
P.O. Box 307  
212 Chenega Avenue  
Valdez, Alaska 99686

Dear Mr. Carlson:

Enclosed is the engagement letter to provide audit services for the year ended December 31, 2021. We will address our engagement letter to the Audit Committee or Mayor; however, they may authorize anyone to sign this contract.

After this engagement letter is signed and returned please either call or email me at [grantt@altrogco.com](mailto:grantt@altrogco.com) with your preferences for fieldwork dates. Please feel free to contact me with any questions at (907) 274-2992.

Sincerely,

ALTMAN, ROGERS & CO.



Grant R. Todd, CPA  
Principal

Enclosures

January 27, 2022

Audit Committee or Mayor  
City of Valdez  
P.O. Box 307  
Valdez, AK 99686

Dear Audit Committee or Mayor,

You have requested that we audit the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Valdez, as of December 31, 2021, and for the year then ended, and the related notes to the financial statements, which collectively comprise City of Valdez's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended December 31, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, and schedules of City's proportionate share of the net pension and OPEB liabilities and contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparisons Schedules.
- 3) Schedules of City's Proportionate Share of the Net Pension and OPEB Liabilities and Contributions.

Supplementary information other than RSI will accompany City of Valdez's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining Schedules.
- 2) Schedule of Expenditures of Federal Awards.
- 3) Schedule of State Financial Assistance.

#### **Schedule of Expenditures of Federal and State Awards**

We will subject the schedule of expenditures of federal and state awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal and state awards is presented fairly in all material respects in relation to the financial statements as a whole.

## Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal and state cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal and state Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal and state Awards* (Uniform Guidance), and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*. As part of an audit of financial statements in accordance with GAAS and *in accordance with Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Valdez's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of City of Valdez's basic financial statements. Our report will be addressed to governing body of City of Valdez. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the City's compliance for each major federal program as required by the Uniform Guidance, and a report on the City's compliance for each major state program as required by the *State of Alaska Audit Guide and Compliance Supplement for the State Single Audits* upon completion of our audit.

### **Audit of Major Program Compliance**

Our audit of City of Valdez's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; Uniform Guidance, and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits* and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits* requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal and state programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*.

Also, as required by the Uniform Guidance and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.



## Management's Responsibilities

Our audit will be conducted on the basis that *management and, when appropriate, those charged with governance* acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and state programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
- b. Additional information that we may request from management for the purpose of the audit;
- c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
- d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
- e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;

18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;

20. For the accuracy and completeness of all information provided;

21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal and state awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal and state awards, (c) to include our report on the schedule of expenditures of federal and state awards in any document that contains the schedule of expenditures of federal and state awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal and state awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal and state awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Nonattest Services**

With respect to any nonattest services we perform, including preparation of the financial statements and federal census data collection form, we will not assume management responsibilities on behalf of City of Valdez. However, we will provide advice and recommendations to assist management of City of Valdez in performing its responsibilities.

City of Valdez's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the preparation of the financial statements and federal census data collection form, previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

### **Other**

Grant R. Todd is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Altman, Rogers & Co.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The estimated fee for our services will be \$82,000 including out-of-pocket costs. This fee is based on two federal and four state programs selected as major programs for compliance purposes. Each additional compliance program will increase the fee by \$1,000. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Preparation of the Data Collection Form for the Federal Audit Clearinghouse is included in this fee.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Altman, Rogers & Co. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal and state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Altman, Rogers & Co.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;

- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal and state award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Altman, Rogers & Co.



Grant R. Todd, CPA  
Principal

**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Valdez by:

Name: Brian Carlson B.C.

Title: Finance Director

Date: 1/22/20



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and ALTMAN, ROGERS, AND COMPANY, APC ("Consultant") is effective on the 6th day of November, 2019.

All work under this agreement shall be referred to by the following:

**Project: Audit**

**Project No:**

**Contract No.:** 1564

**Cost Code:** 001-5300 43200

Consultant's project manager under this agreement is Grant Todd.

Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Brian Carlson.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

**ARTICLE 2. Compensation**

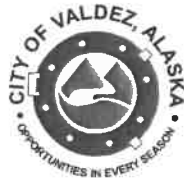
2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall be two (2) years from the date of execution, with three one-year extensions possible at the City's option. The total contract period including extensions shall not exceed five (5) years.

Agreement for Professional Services  
Project: Audit  
Project No.:  
Contract No.:  
Cost Code:



#### ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

#### ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$1,000,000	\$1,000,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability**	\$1,000,000	\$2,000,000
Professional Liability	\$1,000,000	\$1,000,000

\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

\*\*Hired Non-Owned Coverage in lieu of Comprehensive Auto Coverage satisfies this requirement.

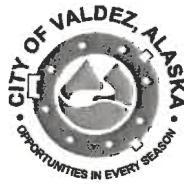
#### ARTICLE 6. Appendices

7.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions



Agreement for Professional Services  
Project: Audit  
Project No.:  
Contract No.:  
Cost Code:



IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day shown below.

**ALTMAN, ROGERS & CO.**

BY: [Signature]

DATE: 11-6-19

TITLE: Principal

FEDERAL ID #: 92-0143182

3000 C St. Suite 201  
Mailing Address

Anchorage, AK 99503  
City, State, Zip Code

KPh  
Signature of Company Secretary or Attest

Date: 11/6/19

**CITY OF VALDEZ, ALASKA**  
**APPROVED:**

[Signature]  
Jeremy, O'Neil, Mayor

Date: 11/14/19

[Signature]  
MARK DETTER, City Manager

Date: 11/13/19

**ATTEST:**

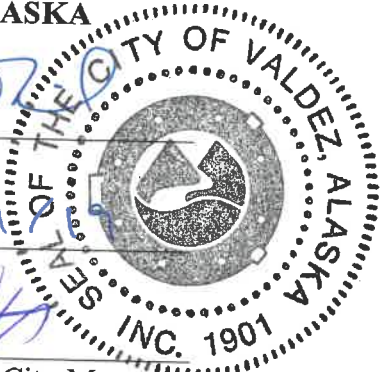
[Signature]  
Sheri L. Pierce, MMC, City Clerk

Date: 11-14-19

**APPROVED AS TO FORM:**  
Brena, Bell & Walker, P.C.

[Signature]  
Jon S. Wakeland

Date: 10-25-19



**Agreement for Professional Services**  
**Project: Audit**  
**Project No.:**  
**Contract No.:**  
**Cost Code:**



## **Appendix A**

### **Scope of Work**

#### **BASIC SERVICES**

Consultant shall express an opinion on the fair presentation of the City's general purpose financial statements conforming with generally accepted accounting principles.

To meet the requirements of this Agreement, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The audit shall also be performed in accordance with the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*.

The scope of work is further described in the attached proposal dated October 14, 2019, which is incorporated herein by reference.

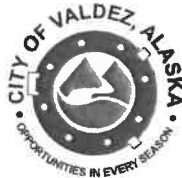
## **Appendix B**

### **Basis of Compensation**

On completion of work and submission of invoices, the City shall pay to Consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$78,000 for the 2019 audit and \$80,000 for the 2020 audit, pursuant to the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Agreement for Professional Services  
Project: Audit  
Project No.:  
Contract No.:  
Cost Code:



## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

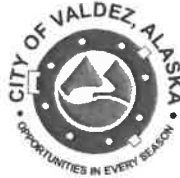
**Agreement for Professional Services**

**Project: Audit**

**Project No.:**

**Contract No.:**

**Cost Code:**



II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final

Agreement for Professional Services  
Project: Audit  
Project No.:  
Contract No.:  
Cost Code:



payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

**Agreement for Professional Services**  
**Project: Audit**  
**Project No.:**  
**Contract No.:**  
**Cost Code:**



The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no

Agreement for Professional Services  
Project: Audit  
Project No.:  
Contract No.:  
Cost Code:



fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this



Agreement for Professional Services  
Project: Audit  
Project No.:  
Contract No.:  
Cost Code:



Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

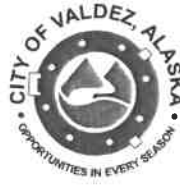
The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to

**Agreement for Professional Services**  
**Project: Audit**  
**Project No.:**  
**Contract No.:**  
**Cost Code:**



an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.



- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.



## Legislation Text

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**File #:** ORD 22-0002, **Version:** 1

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**ITEM TITLE:**

#22-02 - Amending Chapter 2.80, Section 2.80.075, Titled Open Market Purchases/Procurement.  
First Reading. Public Hearing.

**SUBMITTED BY:** Mark Detter, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

Approve Ordinance #22-02 amending Chapter 2.80 of Valdez Municipal Code.

**SUMMARY STATEMENT:**

The following revisions are recommended to facilitate current initiatives related to housing development, as well as codify process in response to scenarios that have been encountered by Staff. All changes are additions to section 2.80.075 Open Market Purchases.

I. Contractual services for infrastructure, including required facilities set forth in VMC 16.20.020, pursuant to an agreement for the development of housing. Work completed under such agreements must satisfy applicable public construction contract payment requirements under state and federal law.

J. Contractual services where the competitive bidding process has failed to yield responsive bids or proposals.

K. Contractual services provided subject to a services agreement for unanticipated maintenance, alterations, and repairs for city facilities that are not part of a planned CIP or Major Maintenance Project where the underlying services agreement provides that compensation shall not exceed \$40,000.

Addition "I" specifically relates to the expedient use of City resources when assisting with the construction of infrastructure adjacent to new subdivisions. This scenario may not necessarily be employed in every case but is a viable solution to scheduling, interference, and compliance issues related to near proximity infrastructure work associated with housing development.

Addition "J" is necessary as there is no specific provision to satisfy procurement following the failure

of the competitive bidding process. This situation has occurred more than once in the last 24 months. Addition “K” codifies the current process of establishing service agreements with contractors for non-scheduled work activities related to maintenance of City infrastructure.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, AMENDING CHAPTER 2.80, SECTION 2.80.075, TITLED  
OPEN MARKET PURCHASES/PROCUREMENTS

WHEREAS, the following amendments to Section 2.80.075 create exceptions to the competitive bidding process recommended by city administration to facilitate current initiatives related to housing development, procurement processes related to unanticipated maintenance, and non-responsive bids.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA THAT the following amendments are made to Chapter 280, Section 2.80.075 of the Valdez Municipal Code:

Section 1. Section 2.80.075 is hereby amended to read as follows:

**2.80.075 Open market purchases/procurements.**

The following may be purchased without competitive bidding:

- A. Supplies, materials, equipment or contractual services when combined cost does not exceed five thousand dollars in a single transaction;
- B. Supplies, materials, equipment or contractual services which can only be furnished by a single dealer, or which has a uniform price wherever bought;
- C. Supplies, materials, equipment or contractual services procured from another unit of government at a price deemed below that obtainable from private dealers, including war surplus;
- D. Contractual services procured from a public utility corporation at a price or rate determined by state or other government authority;
- E. Contractual services of a professional nature, such as medical services, or insurance policies whose nature demands immediate action;
- F. Supplies, materials or equipment which cannot be procured locally and which can be procured from a source selected by another unit of government pursuant to competitive bidding procedures to provide the same or similar supplies, materials or equipment if:
  - 1. The award was made by the governmental unit; and

2. The item(s) can be procured at the same price plus additional freight or delivery charges if applicable;

G. The city encourages local procurement whenever practicable. Procurements made under this section shall only be made after a reasonable attempt to evaluate procurement options from a local source;

H. Professional services; provided, that the procedures set out in Section 2.80.080 are followed.

I. Contractual services for infrastructure, including required facilities set forth in VMC 16.20.020, pursuant to an agreement for the development of housing. Work completed under such agreements must satisfy applicable public construction contract payment requirements under state and federal law.

J. Contractual services where the competitive bidding process has failed to yield responsive bids or proposals.

K. Contractual services provided subject to a services agreement for unanticipated maintenance, alterations, and repairs for city facilities that are not part of a planned Capital Infrastructure Project (CIP) or Major Maintenance Project where the underlying services agreement provides that compensation shall not exceed \$40,000.

Section 2. This ordinance shall take effect immediately following final approval and adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Sharon Scheidt, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jake Staser, City Attorney  
Brena, Bell, & Walker, P.C

First Reading:  
Second Reading:  
Adoption:  
Ayes:  
Noes:  
Absent:  
Abstain:





## Legislation Text

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**File #:** RES 22-0013, **Version:** 1

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**ITEM TITLE:**

#22-13- Amending the 2022 City Budget by Recognizing \$8.6MM of Additional Revenues, Appropriating \$3.7MM of Excess Funds Carried Forward from 2021, and Appropriating \$10.1MM to Council-approved Capital and Major Maintenance Projects and Miscellaneous Operating Expenses

**SUBMITTED BY:** Jordan Nelson, Interim Finance Director

**FISCAL NOTES:**

Expenditure Required: \$19.1MM

Unencumbered Balance: \$20.8MM

Funding Source: New/additional revenues (\$8.6MM), 2021 Carry-Forward (\$3.7MM), repurposed prior-year appropriations (\$8.5MM)

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

- This resolution presents first-quarter 2022 recommended budget revisions. Going forward, management will strive to consolidate citywide revisions in to regular quarterly resolutions.
- The first quarter resolution reflects the following items:
  - Council-approved projects
  - 2021 Carry Forward
  - Additional property tax revenues
  - Misc appropriations requests for operations
  - Interfund transfers
- The attached 2022 Q1 Budget Amendment Summary shows figures for all of the above-referenced categories, and a net increase to General Fund Balance of \$1.75MM
- Attachment A: 2022 Q1 Budget Amendment Ledger provides line-item detail of all requested/recommended revisions
- Management has provided a separate 2021 Carry-Forward Analysis

- Property Tax revenue above adopted 2022 budget is comprised of:
  - \$350MM increase to oil & gas tax roll (\$7MM revenue)
  - \$55MM increase to non oil & gas property roll (\$1.1MM revenue)

CITY OF VALDEZ, ALASKA

RESOLUTION #22-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 CITY BUDGET BY RECOGNIZING \$8.6MM OF ADDITIONAL REVENUES, APPROPRIATING \$3.7MM OF EXCESS FUNDS CARRIED FORWARD FROM 2021, AND APPROPRIATING \$10.1MM TO COUNCIL-APPROVED CAPITAL AND MAJOR MAINTENANCE PROJECTS AND MISCELLANEOUS OPERATING EXPENSES

WHEREAS, Council has provided direction to management regarding approved capital and major maintenance projects; and

WHEREAS, Finance staff has made preliminary calculations of funds carried forward from 2021; and

WHEREAS, management has itemized additional revenues, funding requests for operations in 2022, and prior appropriations available for repurposing; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2022 City Budget is revised according to "Attachment A" of this resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15th day of March, 2022.

City of Valdez, Alaska

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

FUND	TYPE	DEPT	NAME	CODE	ACTIVITY	AMOUNT	NOTES
<b>UNBUDGETED REVENUE</b>							
GENERAL	Revenue	n/a	Real Property Taxes - Current	001-0000-31100		8,096,277.00	Additional tax revenue: \$7.0MM Oil and Gas \$1.1MM non-oil and gas
<b>REVISED GENERAL FUND APPROPRIATIONS (EXCLUDES PROJECTS)</b>							
GENERAL	Expense	Building Maintenance	Contracts	001-4200-43400		690,000.00	snow removal 2022
GENERAL	Expense	Building Maintenance	Temp Wages	001-4200-41150		200,000.00	snow removal 2022
GENERAL	Expense	Building Maintenance	Janitorial	001-4200-44230		(26,000.00)	contracts executed in 2022 under-budget
GENERAL	Expense	Fire	Salary	001-3200-41100		20,000.00	COVID first-responder bonus
GENERAL	Expense	Fire	Benefits	001-3100-41300		6,600.00	COVID first-responder bonus
GENERAL	Expense	Law Enforcement	Salary	001-3500-41100		25,000.00	COVID first-responder bonus
GENERAL	Expense	Law Enforcement	Benefits	001-3500-41300		8,100.00	COVID first-responder bonus
GENERAL	Expense	Library	Operating Supplies	001-6100-46120	3676	4,337.00	AK State Library "Easy" Grant
GENERAL	Expense	Public Safety	Salary	001-3150-41100		12,000.00	COVID first-responder bonus
GENERAL	Expense	Public Safety	Benefits	001-3150-41300		6,400.00	COVID first-responder bonus
GENERAL	Expense	Solid Waste	Contracts	001-7300-43400		110,000.00	bear fence; earth work
GENERAL	Expense	Streets/Shop	Rural Snow Removal	001-4400-44225		300,000.00	snow removal 2022
<b>REVISED OTHER FUND APPROPRIATIONS</b>							
AIRPORT	Expense	Airport	Contracts	510-4600-43400		9,400.00	contracts executed in 2022 over-budget
DEBT SERVICE	Expense	n/a	Principal	205-2050-47110		383,016.00	Full pre-payment 2004 AMBB Harbor and School
HARBOR	Expense	Harbor	Contracts	402-4300-43400		5,000.00	contracts executed in 2022 over-budget
UTILITIES	Expense	Sewer	Supplies	403-7200-46120		8,336.00	supplies for sewer dredge

FUND	TYPE	DEPT	NAME	CODE	ACTIVITY	AMOUNT	NOTES
<b>MISC RESERVE FUND REVISIONS</b>							
RESERVE	NEW		Land - Development Incentive	350-8000-55000	585	1,754,575.82	Per City Mgr proposal
RESERVE	NEW		Land - Housing Incentive	350-8000-55000	586	200,000.00	Per City Mgr proposal
RESERVE	ADD		COVID-19 Valdez Unified	352-8300-55911		270,000.00	ensure sufficient funding to end of close-out / reimbursement period
RESERVE	ADD		Emergency Preparedness	352-8300-55010		93,000.00	fund to historic/conventional balance of \$1MM
RESERVE	ADD		Land - misc	350-8000-55000	582	80,000.00	Old Town land purchase; see 3/15 Resolution
RESERVE	ADD		Landfill Closure Reserve	350-1000-58000		75,769.78	to fund current liability per 2021 engineering report
RESERVE	CLOSE		Harbor Maint and Repl	350-0315-58000		(7,321,368.00)	Move to H-K replacement project
RESERVE	CLOSE		Land - Snow Lots	350-8000-55000	580	(1,754,575.82)	move to land development incentive
RESERVE	CLOSE		Local Econ Assistance COVID19	352-8300-55400		(1,693,027.53)	close/repurpose redundant expense appropriation
RESERVE	REDUCE		FLOO Lowe Dike Maint and Impr	350-0750-55000	409	(176,810.63)	Per ACM estimate of current year needs
RESERVE	REDUCE	n/a	Major Equipment	350-0400-58000		(8,336.00)	supplies for sewer dredge
<b>PROVIDENCE HOSPITAL PROJECTS</b>							
PROV	ADD		Hospital- Infection Control Enhancements	315-0310-55000	1704	30,000	
PROV	ADD		Hospital New Power Supply	315-0310-55000	1623	150,000	
PROV	NEW		PROV Air Treatment	315-0310-55000	2209	350,000	
PROV	Revenue		PVMC Reserve Transfer	350-0310-36411		530,000	
<b>CAPITAL PROJECTS</b>							
CAPITAL PROJECTS	NEW		STRE Pavement Mgt PH IV-V	310-1120-58000		1,200,000.00	
CAPITAL PROJECTS	NEW		STRE East Hanagita Realignment	310-1400-58000		1,000,000.00	
CAPITAL PROJECTS	NEW		WASE Blueberry Road Subd	310-3700-58000		200,000.00	
CAPITAL PROJECTS	NEW		BUIL Coast Guard City Sign	310-3600-58000		52,000.00	
CAPITAL PROJECTS	ADD		HARB SBH H-K Repl	310-6441-58000		7,321,368.00	
CAPITAL PROJECTS	ADD		STRE Pavement Mgt PH III	310-1115-58000		3,315,234.31	
CAPITAL PROJECTS	ADD		Project Contingency	310-0200-58200		278,322.22	

FUND	TYPE	DEPT	NAME	CODE	ACTIVITY	AMOUNT	NOTES
CAPITAL PROJECTS	CLOSE		PARK Meals Hill Deve	310-8160-58000		(200,000.00)	repurpose unused original appropriation; project was subsequently booked to Meals Hill / Greatland Trust
CAPITAL PROJECTS	CLOSE		Kelsey Dock Phase II (warehous	312-6400-58200		(3,900.00)	
CAPITAL PROJECTS	REDUCE		STRE Pavement Mgt Ph II	310-1110-58000		(2,542,484.31)	
CAPITAL PROJECTS	REDUCE		PARK CEME Expansion	310-5400-58000		(190,360.84)	
CAPITAL PROJECTS	REDUCE		BUIL Citywide Wayfinding	310-3500-58000		(170,000.00)	
CAPITAL PROJECTS	REDUCE		MKG Medical Clinic Pipes	310-4530-58000		(63,783.85)	
<b>MAJOR MAINTENANCE PROJECTS</b>							
RESERVE	NEW	Major Maintenance	WASE Waterline Relocation Meals to Rich	350-0310-55000	2203	800,000.00	
RESERVE	NEW	Major Maintenance	PORT CONT Scale Replacement	350-0310-55000	2207	350,000.00	
RESERVE	NEW	Major Maintenance	HARB Fisherman's Dock Repairs	350-0310-55000	2208	250,000.00	
RESERVE	NEW	Major Maintenance	SENI Sprinkler Repair	350-0310-55000	2204	200,000.00	
RESERVE	NEW	Major Maintenance	AIRP Generator Exhaust	350-0310-55000	2202	80,000.00	
RESERVE	NEW	Major Maintenance	BUIL CIVI Flood Damage Repair	350-0310-55000	2206	80,000.00	
RESERVE	NEW	Major Maintenance	POFI Outdoor Warning System	350-0310-55000	2205	75,000.00	
RESERVE	ADD	Major Maintenance	SCHO HERM Cafeteria Floor Repl	350-0310-55000	2104	392,824.60	
RESERVE	ADD	Major Maintenance	BUIL LIBR Windows	350-0310-55000	2106	330,146.37	
RESERVE	ADD	Major Maintenance	Contingency Reserve	350-0310-55000	1500	275,067.79	
RESERVE	ADD	Major Maintenance	POFI Radio Repeater Repa Upgr	350-0310-55000	2006	260,943.19	
RESERVE	ADD	Major Maintenance	PORT CONT Waterline Improvements	350-0310-55000	2107	160,975.00	
RESERVE	ADD	Major Maintenance	BUIL DDC Systems and HVAC upgr	350-0310-55000	1719	154,264.00	

FUND	TYPE	DEPT	NAME	CODE	ACTIVITY	AMOUNT	NOTES
RESERVE	ADD	Major Maintenance	BUIL CIVI Weatherization	350-0310-55000	2103	55,000.00	
RESERVE	ADD	Major Maintenance	BUIL Clin Interior Paint	350-0310-55000	2015	25,000.00	
RESERVE	CLOSE	Major Maintenance	PORT KELS Dolphin Impr	350-0310-55000	2016	(100,000.00)	
RESERVE	CLOSE	Major Maintenance	PORT Cont Causway	350-0310-55000	2011	(23,612.88)	
RESERVE	CLOSE	Major Maintenance	BUIL BALE Waste Oil Furnance	350-0310-55000	1902	(15,453.58)	
RESERVE	CLOSE	Major Maintenance	STRE Mineral Creak Bridge Repa	350-0310-55000	2013	(14,650.00)	
RESERVE	CLOSE	Major Maintenance	VCT Security Gate Replacement	350-0310-55000	1708	(12,525.16)	
RESERVE	CLOSE	Major Maintenance	AIRPORT Tenant Garage Exhaust	350-0310-55000	2007	(10,000.00)	
RESERVE	CLOSE	Major Maintenance	BUIL CIVI Emergency Lighing	350-0310-55000	1803	(8,790.00)	
RESERVE	CLOSE	Major Maintenance	PORT CONT Electrical Inspection, Maint, Repa	350-0310-55000	1715	(5,000.00)	
RESERVE	CLOSE	Major Maintenance	PORT Kels Decking Repl	350-0310-55000	1904	(5,000.00)	
RESERVE	REDUCE	Major Maintenance	WASE Robe River Booster Pump Replacement	350-0310-55000	2101	(140,371.40)	
RESERVE	REDUCE	Major Maintenance	BUIL Parking Lot Lights Repl	350-0310-55000	2003	(118,612.00)	



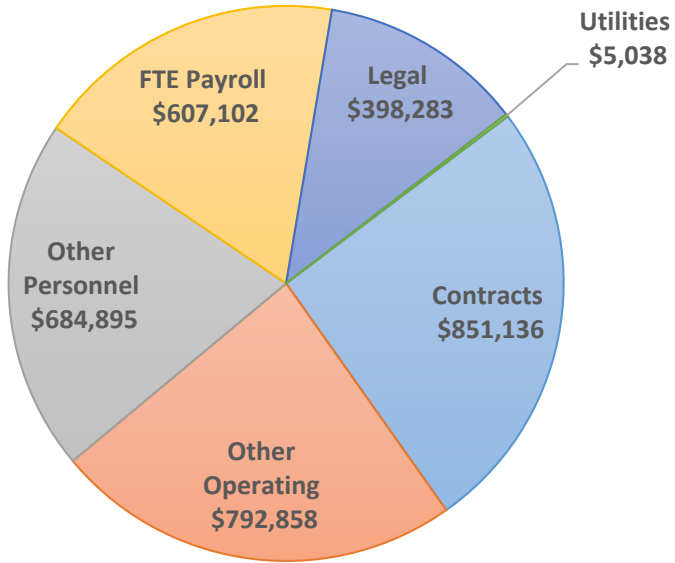
FUND	TYPE	DEPT	NAME	CODE	ACTIVITY	AMOUNT	NOTES
TRANSFERS TO BALANCE / RECONCILE							
RESERVE	TRANSFERR		Transfer to General Fund	350-0050-49100		8,480,772.38	Net repurposed Reserves
CAPITAL PROJECTS	TRANSFERR		Transfer from General Fund	310-0050-39100		14,193,024.53	Net Capital Project Appropriations
RESERVE	TRANSFERR	Major Maintenance	Transfer from General Fund	350-0050-39100		3,035,205.93	Net Major Maintenance Appropriations
DEBT SERVICE	TRANSFER		Transfer from General Fund	205-0050-39100		386,016.00	net new appropriations Debt Service
AIRPORT	TRANSFER		Transfer from General Fund	510-0050-39100		9,400.00	Net new appropriations Airport
UTILITIES	TRANSFERR		Transfer from General Fund	403-0050-39100		8,336.00	Net new appropriations Utilities
HARBOR	TRANSFERR		Transfer from General Fund	402-0050-39100		5,000.00	Net new appropriations Harbor
GENERAL	TRANSFERR		Transfer from Reserve	001-0050-39140		8,480,772.38	Net repurposed Reserves
GENERAL	TRANSFERR		Transfer to Capital Projects	001-0050-49125		9,144,395.53	Net Capital Project Appropriations
GENERAL	TRANSFERR		Transfer to Reserve	001-0050-49140		3,035,205.93	Net Major Maintenance Appropriations
GENERAL	TRANSFERR		Transfer to Debt Service	001-0050-49130		386,016.00	net new appropriations Debt Service
GENERAL	TRANSFERR		Transfer to Airport	001-0050-49118		9,400.00	Net new appropriations Airport
GENERAL	TRANSFERR		Transfer to Utilities	001-0050-49120		8,336.00	Net new appropriations Utilities
GENERAL	TRANSFERR		Transfer to Harbor	001-0050-49110		5,000.00	Net new appropriations Harbor

## 2021-2022 Carry Forward Analysis

### EXPENSE ANALYSIS

### REVENUE ANALYSIS

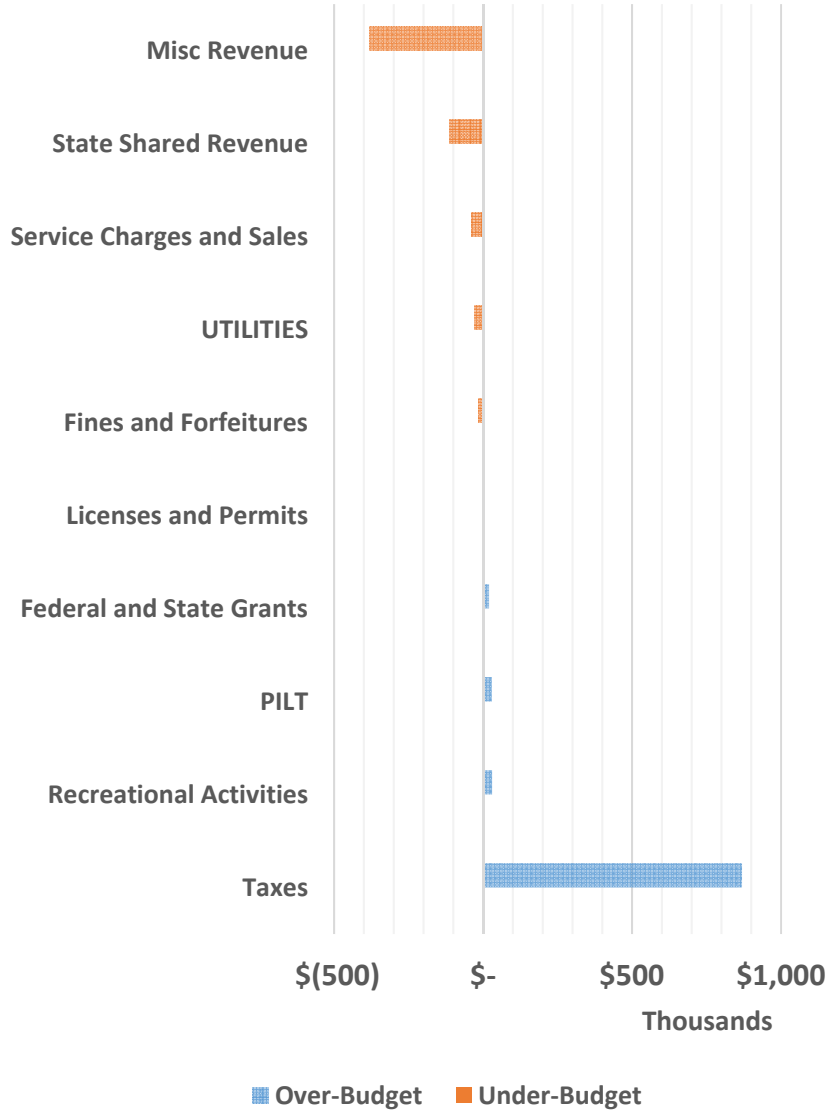
Expenses Under-Budget by Type: \$3.34MM



#### Expenses Under-Budget by Department

Planning	485,468	Engineering	126,310
Law	398,283	Park Maintenance	97,915
Solid Waste	271,813	City Council	96,221
Streets/Shop	259,068	Information Services	95,243
Public Safety	250,033	Library	74,301
Parks & Recreation	229,700	Human Resources	68,986
City Clerk	198,715	Building Maintenance	59,496
Fire/EMS	179,007	Animal Control	52,098
Law Enforcement	176,269	Finance	40,028
Civic Center	157,514	Economic Development	12,220
Administration	138,947	Insurance	712

Revenues Over-Budget: \$376K



### 2022 Q1 Budget Amendment Summary

2021 Carry Forward Revenues	375,745.07
2021 Carry Forward Expenses	3,339,312.39
2022 Unbudgeted Revenue	<u>8,096,277.00</u>
Total Additions to General Fund Balance	11,811,334.46

#### New Appropriations requested (excludes projects)

General Fund	1,356,437.00
Airport	9,400.00
Debt Service	386,016.00
Harbor	5,000.00
Sewer	<u>8,336.00</u>
Total New Appropriations from General Fund Balance	1,765,189.00

#### Projects and Reserve Funds

Reduction in Misc. Reserve Funds	(8,480,772.38)
Net Increase to Capital Projects	13,663,024.53
Net Increase to Major Maintenance Projects	3,035,205.93
PVMC Hospital Projects Appropriations	530,000.00
PVMC Offsetting Transfer/Revenue to Cover Projects	<u>(530,000.00)</u>
Total Projects and Reserves from General Fund Balance	8,217,458.08

<b>Net Increase to General Fund</b>	<b><u>1,828,687.38</u></b>
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## Legislation Text

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**File #:** RES 22-0014, **Version:** 1

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**ITEM TITLE:**

#22-14 - Amending the 2022 City Budget to Recognize \$23,522.48 in Revenues, and Appropriating Same for Expenses Relating to a Memorandum of Agreement with the State of Alaska Division of Public Health for their Healthy and Equitable Communities Program

**SUBMITTED BY:** Jordan Nelson, Interim Finance Director

**FISCAL NOTES:**

Expenditure Required: \$23,522.48

Unencumbered Balance: \$23,522.48

Funding Source: DPH Healthy and Equitable Communities program revenues:  
352.8550.33442.50410

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

This resolution recognizes related program revenues and appropriates same to qualifying expenditures for the Department of Health "Healthy and Equitable Communities" program. Management has applied for this program, and has received notice of award pending formal Council approval via resolution.

The program seeks to ensure equitable support for COVID-related impacts to underserved / at-risk populations.

Staff will occasionally present such budget resolutions outside of the quarterly citywide resolutions to satisfy grantor requirements with a stand-alone resolution to accept funds.

CITY OF VALDEZ, ALASKA

RESOLUTION #22- 14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 BUDGET TO RECOGNIZE \$23,522.48 IN REVENUES, AND APPROPRIATING SAME FOR EXPENSES RELATING TO A MEMORANDUM OF AGREEMENT WITH THE STATE OF ALASKA DIVISION OF PUBLIC HEALTH FOR THEIR HEALTHY AND EQUITABLE COMMUNITIES PROGRAM

WHEREAS, State of Alaska has appropriated funds for the Healthy and Equitable Communities program, and has identified Valdez as a qualified recipient; and

WHEREAS, management has initiated a memorandum of agreement for participation in this program; and

WHEREAS, the program entails grant revenues and qualifying expenditures of same, with no corresponding funding match; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2022 City Budget is revised as follows:

Section 1: 352.8550.33442.50410, Department of Public Health HEC MOA revenue, is increased by \$23,522.48

Section 2: 352.8300.55500.50410, Department of Public Health HEC program expense, is increased by \$23,522.48

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15th day of March, 2022.

City of Valdez, Alaska

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



THE STATE  
of **ALASKA**  
CONFIDENCE AND INTEGRITY

**Department of  
Health and Social Services**

FINANCE AND MANAGEMENT SERVICES  
Bureau Office

P.O. Box 110600  
Anchorage, Alaska 99511-0600  
Phone: 907.465.2152  
Fax: 907.465.2155

**Healthy & Equitable Communities**

**Memorandum of Agreement (MOA), Between**

**State of Alaska – Department of Health and Social Services**

**Division of Public Health (DPH)**

**- and -**

**City of Valdez**

**MOA # C0622-584-E**

**I. PURPOSE AND SCOPE**

The State of Alaska, Dept of Health and Social Services, Division of Public Health will provide funding to Alaskan local governments in support of creating and sustaining healthy and equitable communities around the state.

Funding will support the following activities and strategies to promote and build healthy & equitable communities around the state. All funded activities must have an emphasis on high risk, underserved population groups.

- Ensure a fair and adequate baseline of care is established for populations at higher risk that are underserved and who are disproportionately impacted by COVID-19 by expanding existing or developing new mitigation and prevention resources and services;
- Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response;
- Build, leverage or expand infrastructure support for COVID-19 or future pandemic prevention and control among populations that are at higher risk or underserved;
- Mobilize partners to build and promote healthy and equitable communities, improving everyone's opportunities for living a healthy life, particularly those who are disproportionately impacted by COVID-19;
- Improve access to COVID-19 vaccine, as well as other necessary vaccines, for individuals who are higher risk or underserved.

**II. THE STATE OF ALASKA DIVISION OF PUBLIC HEALTH (DPH) AGREES TO:**

Provide support to the community for COVID-19 response and mitigation activities. The Healthy & Equitable Communities Project Team is available to consult and provide technical assistance to government entities for health equity and homeless support funds and to pre-approve pass-through recipients of award funding. The team will also ensure that approved activities meet the funding requirements.

DPH agrees to provide a total of \$27,050.85 in funds in accordance with the terms of this agreement.

Of this amount, \$23,522.48 must be spent according to the attached application.

An additional \$3,528.37 is provided to support activities that will decrease health inequity for homeless populations. Proposed activities to be funded by this money must be submitted for approval by the state project director, prior to beginning the activity. The proposed activity must be approved in writing.

**III. CITY OF VALDEZ AGREES TO:**

Conduct the services as described in the attached application and proposal response (both follow the last page of this MOA).

Submit, in writing, a description of the proposed activities for the healthy equity for homeless populations funds (\$3,528.37), to the Project Director. Approval of the proposed activities must be received, in writing, prior to beginning the activity.

**Invoicing**

The recipient will submit quarterly invoices detailing services performed. Quarterly invoices should be supported with completed reporting templates and any applicable backup documentation such as receipts, payroll information, sub award agreements, etc. Invoices are due January 15, April 15, July 15, and October 15 for each quarter.

The invoice must:

- Reference the recipient's name, address, and phone number
- Reference the contract number: C0622-584-E
- Include an invoices number
- Reference the Alaska Division of Public Health – Healthy & Equitable Communities MOA

Send invoices to: [hss.publichealth@alaska.gov](mailto:hss.publichealth@alaska.gov)  
(reference 'C0622-584-E MOA Reimbursement Request' in the subject line)

Failure to include the required information on invoices may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the project director. The recipient shall submit final invoices no later than 30 days after the MOA expires.

**IV. JOINT RESPONSIBILITIES:**

Should there be a conflict amongst the documents, the following order of precedence shall apply: first, this agreement; second, the application; third, the proposal.

Both parties agree to communicate timely and effectively as needed to support the goals of this agreement. Points of contact for both parties are as follows:

**State of Alaska – DPH:**

Primary Points of Contact: Maria Caruso, Project Director  
[Maria.caruso@alaska.gov](mailto:Maria.caruso@alaska.gov)  
907-310-6092

Send invoices to: [hss.publichealth@alaska.gov](mailto:hss.publichealth@alaska.gov)  
(reference C0622-584-E MOA Reimbursement Request in the subject line)

**City of Valdez:**

Primary Point of Contact: Mark Detter  
[mdetter@valdezak.gov](mailto:mdetter@valdezak.gov)  
907-834-3406


Finance Point of Contact: Brian Carlson, Finance Director  
[bcarlson@valdezak.gov](mailto:bcarlson@valdezak.gov)  
907-834-3475 ext 6

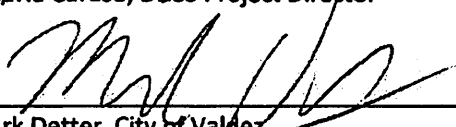
**V. PERIOD OF AGREEMENT AND TERMINATION:**

This agreement will be in effect from the date of execution through May 31, 2023. The services may extend beyond that date by mutual agreement of both parties. Any extension provided will be for time only, no additional funds will be offered.


**VI. SIGNATURES**

By signature of the below, both parties agree to the terms of this MOA.

By:  Date: 2/1/22  
Maria Caruso, DHSS Project Director

By:  Date: 1/25/22  
Mark Detter, City of Valdez

By: \_\_\_\_\_ Date: 02/02/2022  
Heidi Hedberg, DPH Director

By:  Date: 2/8/2022  
Jason Grove, DHSS Procurement Manager





THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of  
Health and Social Services  
DIVISION OF PUBLIC HEALTH  
Director's Office

Anchorage  
3601 C Street, Suite 100  
Anchorage, Alaska 99503-5921  
Main: 907.269.8126  
Fax: 907.269.2048

## Healthy & Equitable Communities Memorandum of Agreement Information

### PURPOSE:

The State of Alaska, Department of Health and Social Services, Division of Public Health will provide funding to Alaskan local governments in support of creating and sustaining healthy and equitable communities around the state.

Funding will be available through June 30, 2024 to support the following activities and strategies to promote and build healthy and equitable communities around the state. All funded activities must have an emphasis on high risk, underserved population groups.

- Ensure a fair and adequate baseline of care is established for populations at higher risk that are underserved and who are disproportionately impacted by COVID-19 by expanding existing or developing new mitigation and prevention resources and services;
- Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response;
- Build, leverage or expand infrastructure support for COVID-19 or future pandemic prevention and control among populations that are at higher risk or underserved;
- Mobilize partners to build and promote healthy and equitable communities, improving everyone's opportunities for living a healthy life, particularly those who are disproportionately impacted by COVID-19;
- Improve access to COVID-19 vaccine, as well as other necessary vaccines, for individuals who are higher risk or underserved.

### SCOPE OF FUNDING:

Strategies that are implemented should aim to build infrastructures that both improve health outcomes for higher risk underserved Alaskans in the current COVID-19 pandemic and set the foundation for future responses. This application mentions several eligible activities, but communities are not limited in scope to these examples. There are several resources available for communities to assist them in determining what types of activities may be proposed. The Alaska Health Equity Index utilizes data from the US Census Bureau and the US Centers for Disease Control and Prevention's Social Vulnerability Index and is an excellent reference to assist communities in identifying target populations\* and areas of need. The Healthy Alaskans team has identified priority health topics for the Healthy Alaskans 2030 plan including strategies and actionable objectives within each strategy. Both resources highlight the needs of Alaskans, and communities are encouraged to develop plans that incorporate factors from either of these resources.

\*Target populations can include but are not limited to:

- Low income or homeless individuals
- Individuals/families/communities with limited access to technology/internet
- Individuals/families/communities who face food insecurity
- Communities with limited to no transportation access

- Individuals without access to health care
- Populations that do not speak English as their first language
- Rural communities/areas where physical services are not accessible
- Refugee/immigrant communities that face economic, cultural, or linguistic barriers to accessing health care services
- Individuals with disabilities
- Older adults
- Children
- Individuals with mental health or substance-related disorders

Funding is calculated using two factors: population size, and the Alaska Health Equity Index.

#### **ELIGIBILITY:**

Local governments are eligible to apply and may propose plans to engage one or more communities and geographic areas. The definition of communities may also include a group of people who have particular characteristic in common (e.g. share similar cultural beliefs or interests). Please work with your local tribes, borough, or municipality to ensure efforts are coordinated. DHSS allows recipients to act as pass-through entities to provide funding to other recipients, including community-based organizations serving populations who may experience health inequities. **Technical assistance will be provided throughout the funding period to assist with reporting, advancing approved projects, pre-approval of activities and invoice processing.**

If you live in an unincorporated census area or census designated place, are aware of an entity or organization that is interested in implementing this work and unsure about how to access this funding opportunity, please contact or [HEcommunities@alaska.gov](mailto:HEcommunities@alaska.gov) or [maria.caruso@alaska.gov](mailto:maria.caruso@alaska.gov) to discuss potential alternative opportunities. Designated entities must have the capacity to manage funds and implement projects within the scope of the funding. If communities chose to pursue this route for funding, alternative entities must be identified by **October 22, 2021**. The state intends to open up an alternate method of procurement for these entities, and the timeline for funding will be dependent upon the number of non-governmental entities identified across the state for this option. We will make every attempt to accommodate alternative requests. **For entities that chose to pursue this option, please be aware that the funding can take significantly longer to award through alternate procurement methods.**

#### **REPORTING:**

Reporting requirements will be due at the same time as invoices. Payment will not be issued unless necessary reporting is attached. Reporting requirements will be determined during the MOA preparation and will be dependent upon the type of activities selected. Entities are encouraged to collaborate with hospitals, schools and community organizations to improve the outcomes for their population. **See attachment of Healthy and Equitable Communities Memorandum of Agreement fund amounts.**

**PERIOD OF AGREEMENT, DATES AND DEADLINES:**

October 29, 2021 – June 30, 2024

**Important dates:**

<b>Tuesday, October 5: 4-5pm</b>	Pre award meeting with technical assistance (4pm)
<b>Friday, October 8: 11-12pm</b>	2 <sup>nd</sup> Pre award meeting with technical assistance (10am)
<b>Friday, October 29 by 5pm</b>	Funding Requests due to <a href="mailto:HECommunities@alaska.gov">HECommunities@alaska.gov</a>
<b>November 2021</b>	Award funding to Communities via signed MOA
<b>June 31, 2024</b>	Final receipts due to DPH, payments issued to Communities

Submit questions to: [Maria.caruso@alaska.gov](mailto:Maria.caruso@alaska.gov) or [HEcommunities@alaska.gov](mailto:HEcommunities@alaska.gov)

**TERMS OF PAYMENT:** Funds will be reimbursed through invoicing upon approval of MOA.

**PRIOR APPROVAL REQUIRED\*:**

- Construction projects
- Vehicles
- Furniture
- Equipment over \$25,000
- Reimbursement of pre-award costs (will only be considered back to June 1, 2021)

\*If you wish to utilize funds for any of the above items, please provide a detailed description of how these items will fit into the overall goal of the project they will support and how they will be used.

**FUNDS CANNOT BE USED FOR:**

- Programs or services already funded by another HSS grant, contract or MOA
- Research
- Clinical care
- Publicity or propaganda

If these funds are used to administer COVID-19 testing or vaccine services recipients must:

- Establish/maintain a means to ensure that the results of all COVID testing performed by this entity/sub-recipient/pass through entity is reporting to the State of Alaska Department of Health and Social Services. All testing (all types, all results) is subject to this requirement and must be reported within 24 hours of administration
- Establish/maintain a means to ensure that the COVID-19 vaccine administration performed by this entity/sub-recipient/pass through entity is reporting to the State of Alaska Department of Health and Social Services. All vaccinations must be reported within 24 hours of administration. Please complete the application in order to develop MOA.

Submit completed application and W9 to: [HEcommunities@alaska.gov](mailto:HEcommunities@alaska.gov) and cc [maria.caruso@alaska.gov](mailto:maria.caruso@alaska.gov).

## Healthy and Equitable Communities Memorandum of Agreement Application

### Primary Contact Information:

(Please make sure to include name, phone number, email and physical address for all contacts listed.)

Program Contact: Mark Detter

Phone number: 907-834-3406

Email: [mdetter@valdezak.gov](mailto:mdetter@valdezak.gov)

Physical Address: 212 Chenega, Valdez, Alaska 99686

Finance Contact: Brian Carlson, Finance Director

Phone number: 907-834-3475 EXT 6

Email: [bcarslon@valdezak.gov](mailto:bcarslon@valdezak.gov)

Physical Address: 212 Chenga, Valdez, Alaska 99686

### Other Contact that needs to sign/be listed on the Memorandum of Agreement (MOA):

Contact: Brianne Skilbred

Phone number: 907-834-3406

Email: [bskilbred@valdezak.gov](mailto:bskilbred@valdezak.gov)

Physical Address: 212 Chenega

Please list communities and partners intended to be part of this funding, either through subawards or support.

### Community/Partner Name(s):

Dr. Angela Alfaro

## SCOPE and AMOUNTS:

Please check activities from the menu below. In the final box, indicate the dollar amount anticipated. All activities selected must have an emphasis on high risk, underserved population groups.

### Menu of Activities

1. Ensure a fair and adequate baseline of care is established for populations who are disproportionately impacted by COVID-19 by expanding existing or developing new mitigation and prevention resources and services targeted at higher risk, underserved Alaskans:
  - Expand reach of case investigation and contact tracing
  - ☒ Enhance availability of supportive services that enable individuals to successfully isolate or quarantine
  - Collaborate with community groups who can connect people at higher risk for COVID 19 with community services
  - Improve access to vaccination information and services
  - ☒ Reduce the rate of preventable hospitalizations by improving access to primary and preventative care
  - Improve/increase access to health insurance
  - ☐ Provide new or improved access to mental health services or provide education for/destigmatize existing services
  - Provide/improve access to substance use disorder treatment/tobacco cessation resources or provide education for/destigmatize existing services
  - Adopt strategies in the built environment that can mitigate the impact of COVID-19, for example establishing new pedestrian zones to minimize crowding and encourage physical activity
  - ☐ Assess and adapt health policies, for example food service guidelines, to ensure they reach higher risk underserved Alaskans
  - ☒ Other activities (Please describe in the box below)

If there is not sufficient space to provide details of activities selected and proposed budget, please attach a spreadsheet or addendum to your application.

The City of Valdez is requesting \$23,522.48 to address gaps for unskilled and skilled home healthcare in Valdez. The Valdez community needs to increase coordination with such unskilled and skilled home health care workers and the Alpha Doc Clinic and Valdez Provide Medical Center and other providers that have not been able to coordinate with the previously mentioned groups. The home healthcare providers care would benefit those who are placed in quarantine due to COVID or those recovering from COVID and other health conditions that COVID exacerbates.

Valdez does not currently have a safety net of care and many patients particularly those underserved and vulnerable populations who may not have resources to obtain these services on their own. Developing a program that involves hiring a consultant to coordinate with local groups to facilitate this services will be a great use of this proposed funding. The consultant would help Valdez coordinate with multiple groups and agencies that provide these services.

Will the program is not fully developed these funds can be used for great benefit to the Valdez community with the City act as Grant agent and working with local medical provider to coordinate services.

Total \$23,522.48



## Legislation Text

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**File #:** RES 22-0015, **Version:** 1

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**ITEM TITLE:**

#22-15- Amending the 2021 City Budget by Accepting \$1,251.62 in Unbudgeted American Rescue Plan Act ("ARPA") Grant Revenues and Appropriating Same to Sewer Force Main Project Within the Capital Projects Reserve Fund

**SUBMITTED BY:** Jordan Nelson, Interim Finance Director

**FISCAL NOTES:**

Expenditure Required: \$1,251.62

Unencumbered Balance: \$1,251.62

Funding Source: 310.0000.33412, ARPA Grant Revenue

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

- This resolution formalizes acceptance of pending ARPA grant funds, released by the Federal government and administered by AK-DCCED
- Certain capital/infrastructure projects are explicitly authorized in related grant guidance documents. Management recommends the sewer force main as a destination for these grant funds.
- This \$1,251.62 represents the first tranche of the City's portion of remaining ARPA funds redistributed on a per capita basis resulting from declinations and nonresponse by municipalities across the state of Alaska.

CITY OF VALDEZ, ALASKA

RESOLUTION #22-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 CITY BUDGET BY ACCEPTING \$1,251.62 IN UNBUDGETED AMERICAN RESCUE PLAN ACT ("ARPA") GRANT REVENUES, AND APPROPRIATING SAME TO SEWER FORCE MAIN PROJECT WITHIN THE CAPITAL PROJECTS RESERVE FUND

WHEREAS, The City of Valdez is designated as a non-entitlement unit (NEU), and is thereby qualified to receive Coronavirus State and Local Fiscal Recovery Funds via the Alaska Department of Commerce, Community and Economic Development (DCCED); and

WHEREAS, staff has reviewed and agrees to the federal guidance pertaining to ARPA grants, and advises Council to accept ARPA grant funds on this basis; and

WHEREAS, management has identified council-approved and prioritized expenditures that qualify for the referenced grant award; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2021 City Budget is revised as follows:

Section 1: Capital Facilities Fund / xxx revenue, 310.0000.33412, is increased by \$1,251.62

Section 1: Sewer Force Main project, 310.2536.58000.50800, is increased by \$1,251.62

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15<sup>TH</sup> day of March, 2022.

City of Valdez, Alaska

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

# AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) AMENDMENT

Department of Commerce, Community, and Economic Development  
Division of Community and Regional Affairs

<b>Non-Units of General Local Government:</b> Local Gov't Name <b>City of Valdez</b>			<b>NEU Recipient Number</b>  <b>AK0140</b>	
CFDA: <b>21.027</b>	EIN Number <b>92-6000143</b>	DUNS Number <b>067654202</b>	Vendor Number: <b>CIV84401</b>	Appropriation Unit: <b>085601269</b>

Budget Amendment # 1


**EFFECTIVE THE DATE SHOWN ABOVE THIS GRANT IS HEREBY AMENDED AS FOLLOWS:**

1. To finalize the Non-Entitlement Units of General Local Government (NEU) funding for the first tranche of funds, the funds from the unresponsive municipalities and municipalities that declined funding are redistributed.
2. This Coronavirus Local Fiscal Recovery Fund distribution is increased by **\$2,503.25** for a total CLFRF of **\$933,070.35** as reflected below:

	CLFRF to NEU	Redistributed CLFRF	TOTAL CLFRF Amount:
<b>ARPA Funds</b>	<b>\$930,567.10</b>	<b>\$2,503.25</b>	<b>\$933,070.35</b>

3. The city's first tranche of redistributed funds will be half of the redistributed allocation identified above.
4. The city agrees to US Department of Treasury's reporting requirements, which must include the combined funding received under the program including ARPA, NEU, and Coronavirus Local Fiscal Recovery Funds.

**ALL OTHER TERMS AND CONDITIONS OF THE GRANT AGREEMENT REMAIN IN  
FULL FORCE AND EFFECT.**

Grantee	Department
Signature	Signature 
Printed Name and Title <b>Not Required</b>	Printed Name and Title <b>Pauletta Bourne, Grants Administrator III</b>
Date	Date <b>2/25/2022</b>



## Barb Rusher

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**From:** Brian Carlson  
**Sent:** Monday, February 28, 2022 4:19 PM  
**To:** Barb Rusher  
**Subject:** FW: Valdez Redistribution Amendment  
**Attachments:** Valdez Redistribution Amendment.pdf

Perhaps another budge reso

**From:** King, Jill R (CED) <jill.king@alaska.gov>  
**Sent:** Monday, February 28, 2022 4:13 PM  
**To:** Brian Carlson <BCarlson@ValdezAK.Gov>; Mark Detter <MDetter@ValdezAK.Gov>  
**Cc:** ARPA, DCRA (CED sponsored) <dcra.arpa@alaska.gov>  
**Subject:** Valdez Redistribution Amendment

PLEASE DO NOT REPLY TO THIS EMAIL SEND ALL INQUIRIES TO:

[DCRA.ARP@ALASKA.GOV](mailto:DCRA.ARP@ALASKA.GOV)

Dear City of Valdez:

As you know your municipality has been allocated funds through the American Rescue Plan Act of 2021 (ARPA) for Non-Entitlement Units of Local Government (NEU). Five municipalities declined their NEU funds and one was nonresponse. From those six municipalities, \$115,868.29 remains to be redistributed. Utilizing the same population figures from U.S. Treasury, the \$115,868.29 will be allocated to each of the remaining 141 municipalities on a per-capita basis.

Your city will receive a total distribution of \$2,503.25 with the first tranche amount of \$1,251.62 to be deposited into your account. See attached amendment for your file.

As a reminder, the city is to prepare and submit consolidated reports covering combined program funds and data collection. The city is required to report directly to the U.S. Department of Treasury, following the guidance provided by the Department of Treasury found [here](#).

Thank you,

Jill King, Grants Administrator II  
State of Alaska, DCCED/DCRA  
455 3<sup>rd</sup> Avenue, Suite 140  
Fairbanks, AK 99701  
(907) 451-2717



## Legislation Text

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**File #:** RES 22-0016, **Version:** 1

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**ITEM TITLE:**

#22-16 - Authorizing the Purchase of 20 Lots Within the Old Valdez Townsite to Include Lots 1-7, Block 49; Lots 3-7, Block 50; Lots 2-6, Block 53; Lots 2-4, Block 54, US Survey 439 From James Williams in the Amount of \$80,000

**SUBMITTED BY:** Kate Huber, Planning Director

**FISCAL NOTES:**

Expenditure Required: \$80,000  
Unencumbered Balance: \$80,000  
Funding Source: 350-8000-55000.582

**RECOMMENDATION:**

Approve Resolution #22-16 Authorizing the Purchase of 20 Lots within the Old Valdez Townsite to Include Lots 1-7, Block 49; Lots 3-7, Block 50; Lots 2-6, Block 53; Lots 2-4, Block 54, US Survey 439 From James Williams in the Amount of \$80,000.

**SUMMARY STATEMENT:**

Thomas McDuffie, conservator for James Williams, is in the process of selling the Valdez properties owned by Mr. Williams. 20 of the parcels are located on the south side of the Richardson Highway in the Old Valdez Townsite (see attached map.) These parcels are about 7,000 square feet in size and have not been modified since the original plat. The lots are not accessible. The area has been platted, but is unimproved.

The terrain near the mouth of Valdez Glacier Stream has changed drastically since the 1891 plat and has increased access issues due to some of the platted roads now being located in the streambed. The lots for sale are not impacted, but this contributes to the challenges with establishing access to the area.

The parcels in this area are zoned light industrial, in part due to concerns related to soil stability, and the desire to prevent residential development from occurring in the old town area. The Comprehensive Plan depicts place types of industrial business & production (closer to the highway) and working waterfront (closer to the water.) Additionally, in the development suitability map, the areas closer to the water are not recommended for development, due to significant environmental constraints.

In order for this area to be developed, access will need to be established, requiring changes to the existing plat. Also, the small lot size poses issues for industrial development. For this reason, city

staff desires to eventually re-plat the area to resolve access issues and design lots that are more suitable for the type of development outlined in the comprehensive plan.

Because the conservator for Mr. Williams desires to sell his property, staff is recommending the City Council approve purchase of the 20 parcels. There are other privately held parcels in the area (see attached map) but reducing the number of property owners will more easily facilitate the subdivision process. The City already owns the majority of remaining Old Valdez Townsite parcels.

In January, staff ordered an appraisal of one of the lots, which references the other available properties. The value of 840 Klutina Street or Lot 3, Block 50, Old Valdez Townsite is \$4000.

Valdez Municipal Code Section 4.10.010 states that "all acquisitions of any interest in real property shall be approved by resolution of city council." Should council approve this resolution, the City Manager and Planning Staff will work with our legal team to execute a purchase and sale agreement with Thomas McDuffie to purchase the lots in the amount of \$80,000 to be conveyed via warranty deed. The code also requires a phase I environmental assessment to be completed prior to conveyance of the property.

CITY OF VALDEZ, ALASKA

RESOLUTION #22-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE PURCHASE OF 20 LOTS WITHIN THE OLD VALDEZ TOWNSITE TO INCLUDE LOTS 1-7, BLOCK 49; LOTS 3-7, BLOCK 50; LOTS 2-6, BLOCK 53; LOTS 2-4, BLOCK 54; U. S. SURVEY No. 439, FROM JAMES WILLIAMS IN THE AMOUNT OF \$80,000

WHEREAS, The City of Valdez currently owns a large number of the remaining original parcels within the old Valdez Townsite; and

WHEREAS, the existing plat for this area was completed in 1891 and the existing lot sizes create challenges for development meeting the requirements of our modern zoning ordinances; and

WHEREAS; the terrain along Port Valdez and Valdez Glacier Stream has changed drastically since 1891 and some existing lots and platted streets are now in the streambed; and

WHEREAS, the City of Valdez desires to re-plat the old town area to address access and lot size issues; and

WHEREAS, reducing the number of property owners within the old town area will more easily facilitate the re-platting and eventual development of the old town area; and

WHEREAS, the parcels held by James Williams do not have frontage on a constructed road and are only accessible by platted, but undeveloped streets; and

WHEREAS, the fair market value of the property has been determined by an independent appraiser to be \$4,000 per lot; and

WHEREAS, Thomas McDuffie, conservator for James Williams, owner of these 20 Lots of real property within USS 439, is willing to sell said properties to the City of Valdez for the total fair market value of \$80,000; and

WHEREAS, Valdez Municipal Code Section 4.10.010 provides "all acquisitions of any interest in real property shall be approved by resolution of the city council."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1: The city manager or designee is authorized to negotiate the purchase of Lots 1-7, Block 49; Lots 3-7, Block 50; Lots 2-6, Block 53; Lots 2-4, Block 54; USS 439 in the amount of \$80,000 to be conveyed by warranty deed.

Section 2: Proceeds from the sale will be transferred into the hands of Thomas McDuffie, conservator for James Williams.

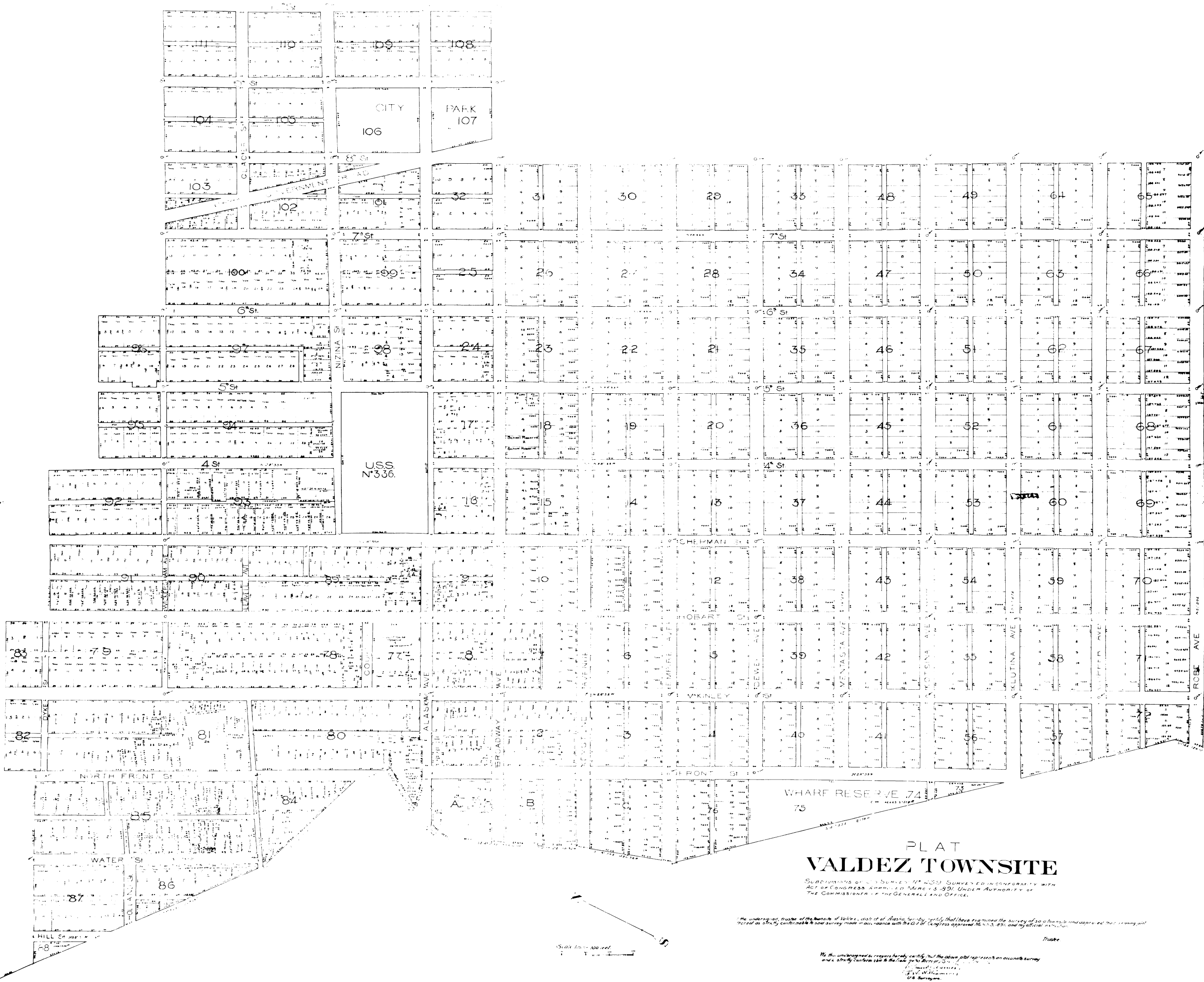
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Sharon Scheidt, Mayor

ATTEST:

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







# Old Town Parcels Proposed for Purchase 2022



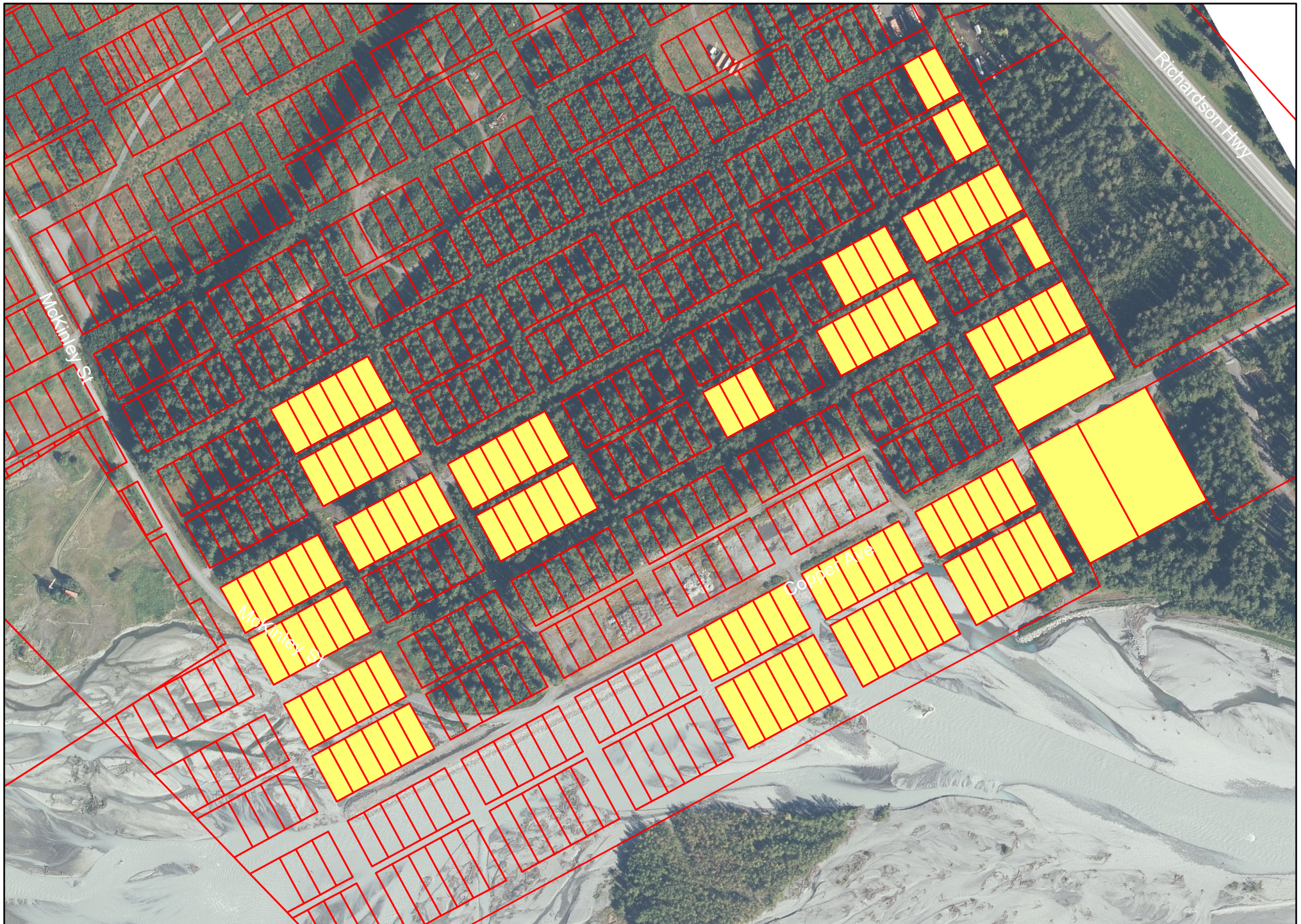
0 500 1,000 Feet

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.





# Old Town Parcels in Private Ownership



0 500 1,000 Feet

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.



**APPRAISAL OF REAL PROPERTY - VACANT LAND**

Appraising the Vacant Land ONLY - Lot 3, Block 50, Old Valdez Townsite  
Highlighted area is approx. location - 7,000 SF



**LOCATED AT**

840 Klutina Street  
Valdez, AK 99686  
Lot 3, Block 50, Old Valdez Townsite

**FOR**

City of Valdez - Nicole LeRoy  
P.O. Box 307  
Valdez, AK 99686

**OPINION OF VALUE**

\$4,000

**AS OF**

January 10, 2022

**BY**

Clint Lentfer, MBA, SRA  
Alaska Appraisal & Consulting Group  
4305 Old International Airport Rd Suite 206  
Anchorage, AK 99502  
907-677-7701  
clint@akacg.com

352

COMMERCIAL VACANT LAND APPRAISAL REPORT

File No.:

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s):  
MLS, State of Alaska  
Recorders Office, Owner

1st Prior Subject Sale/Transfer

Analysis of sale/transfer history and/or any current agreement of sale/listing:  
No sales of subject in the past 3 years of sales of comps within the past 12 months discovered.

Date:

Price:

Source(s):  
AK Rec. Office / City Rec.

2nd Prior Subject Sale/Transfer

Date:

Price:

Source(s):

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	840 Klutina Street Valdez, AK 99686	118 S Meals Ave Valdez, AK 99686		1500 W Egan Dr Valdez, AK 99686		137 Egan Dr Valdez, AK 99686	
Proximity to Subject		3.49 miles W		4.30 miles W		3.61 miles W	
Sale Price	\$		\$ 160,000		\$ 53,000		\$ 280,000
Price/ Sq.Ft.	\$	\$ 4.24		\$ 2.43		\$ 7.54	
Data Source(s)	State of AK	MLS, Rec. Off., Buyer		Seller, Realtor		MLS, Rec. Off., Buyer	
Verification Source(s)	Rec. Office	Ak Rec. Office		Ak Rec. Office/Buyer		Ak Rec. Office, Contract	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust
Sales or Financing Concessions	N/A	Conv. None Noted		Conventional None Noted		Conv. None Noted	
Date of Sale/Time	N/A	January 2020		June 2017		December 2020	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Inferior/Old Valdez	Good/dwntwnVDZ -25		Good - downtown -25		Good/dwntwnVDZ -25	
Site Area (in Sq.Ft.)	7,000	37,736		21,780		37,150	
Zoning	None/Unzoned	Gen. Comm./Sup -10		Neighbr/Comm/Sup -10		CBD / Sim -10	
Site attributes:	No access / trees	Good visibility -25		Good vis & access -25		Good visibility -25	
Utilities	None	E,T,W,S -25		E,T,W,S -25		E,T,W,S -25	
Lot Chx. / improvements	heavily treed	Larger site/Sup Utility -10		Larger site/Sup Utility -10		Larger site/Sup Utility -10	
Overall Adjusted \$/SF	Adj. are in % of SP	\$0.21/SF		\$0.12/SF		\$0.37/SF	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -152,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -50,350		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -266,000	
Net Adjustment (Total, in % of S.P.)		(-95 % of S.P.)		(-95 % of S.P.)		(-95 % of S.P.)	
Adjusted Sale Price (in \$)		\$ 8,000		\$ 2,650		\$ 14,000	
Summary of Sales Comparison Approach See comparable sales discussion on following page. Very Large adjustments were necessary and un-avoidable doe to the lack of market data in the local Valdez Market.							

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project: N/A

Describe common elements and recreational facilities: None - Vacant Lot

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 4,000

Final Reconciliation The five comparables provide the best support for the subjects concluded value - see reconciliation and further discussion on following page.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 4,000 , as of: January 10, 2022 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 16 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☐ Scope of Work ☐ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☒ Additional Sales ☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

SIGNATURES


Client Contact: Nicole LeRoy

Client Name: City of Valdez - Nicole LeRoy

E-Mail: nleroy@valdezak.gov

Address: P.O. Box 307, Valdez, AK 99686

APPRaiser



Appraiser Name: Clint Lentfer, MBA, SRA

Company: Alaska Appraisal & Consulting Group

Phone: 907-677-7701 Fax:

E-Mail: clint@akacg.com

Date of Report (Signature): 02/03/2022

License or Certification #: 506 State: AK

Designation: SRA

Expiration Date of License or Certification: 06/30/2023

Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)

Date of Inspection: January 10, 2022

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature):

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

Date of Inspection:

ADDITIONAL COMPARABLE SALES

File No.:

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	840 Klutina Street Valdez, AK 99686	5306 Cummings Way Valdez, AK 99686		3304 Falcon Ave Valdez, AK 99686			
Proximity to Subject		5.23 miles SE		1.88 miles SE			
Sale Price	\$		\$ 57,000		\$ 13,000		\$
Price/ Sq.Ft.	\$	\$ 0.85		\$ 0.80		\$	
Data Source(s)	State of AK	MLS, Rec. Off., Buyer		MLS, Rec. Off., Buyer			
Verification Source(s)	Rec. Office	Ak Rec. Office		Ak Rec. Office			
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust
Sales or Financing Concessions	N/A	Conventional None Noted		Conventional None Noted			
Date of Sale/Time	N/A	September 2019		December 2013			
Rights Appraised	Fee Simple	Fee Simple		Fee Simple			
Location	Inferior/Old Valdez	Avg+/South of Vdz -10		Robe River S/D -15			
Site Area (in Sq.Ft.)	7,000	67,126		16,200			
Zoning	None/Unzoned	Commercial/Sup -10		Residential Area -10			
Site attributes:	No access / trees	Avg+ vis. & Access -25		Avg+ vis. & Access -25			
Utilities	None	E,T -15		E,T -15			
Lot Chx. / improvements	heavily treed	Larger site/Sup Utility -25		Larger site/Sup Utility -10			
Overall Adjusted \$/SF	Adj. are in % of SP	\$0.13/SF		\$0.20/SF			
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -48,450	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -9,750	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Net Adjustment (Total, in % of S.P.)			(-85 % of S.P.)		(-75 % of S.P.)		
Adjusted Sale Price (in \$)			\$ 8,550		\$ 3,250		\$

Summary of Sales Comparison Approach      **Summary of Sales Comparison Approach - Valuation Discussion**

Very limited data in this small lot / no access market in the Old Town Valdez market, with no sales in the subject subdivision discovered so I had to expand my search criteria. I have reviewed the most recent, most applicable vacant land transactions in Valdez, with the six most recent / most applicable sales discovered analyzed in the sales comparison grid. I had to expand my search parameters (date of sale, site size, zoning, location) due to the lack of recent sales of similar size, similar utility properties, and after adjustments, comps provide the only data for analysis. Numerous percentage adjustments were necessary to reflect the differing attributes, adjustments as follows: location adjustments to reflect comps inferior locations, most having superior locations with good access and visibility in downtown Valdez - larger adjustments necessary to reflect superior locations with better access / visibility - subject site has no visibility and no access. Zoning adjustments to reflect superior zoning, adjustments to reflect superior frontage and visibility, with additional adjustments to reflect overall lot characteristics and development options / density, superior utility of use - all comps are large enough for some sort of development, while subject is very small and has limited site development options. Soils conditions are considered overall similar. Large utility adjustments were also necessary to reflect water, sewer, telephone and electric to the comparable sites.

**Overall adjusted \$/SF shown ranges from about \$0.12/SF to \$0.37/SF, average of about \$0.21/SF.** Overall adjusted SP of the comps provides an additional good indicator, ranging from \$2,650 to \$14,000, overall average of \$7,000/site, with more weight given to S-2, S-4 & S-5, with a tighter range and average of \$4,800/site. **The concluded value will be below the mid-range due to lack of utilities, no access, no visibility, limited utility of the smaller size of the site** and and considering the location in the Old Town Valdez neighborhood, west of the Richardson Highway with no visibility or access. **The concluded adjusted range of both indicators ranges from about \$2,650 to \$10,000, final value of \$4,000 deemed most appropriate considering all attributes.**

**Concluded Value of Lot 3, Block 50 - 840 Klutina St. as if vacant and unimproved is \$4,000.**

COVID-19 DISCUSSION

This appraisal report was performed following public awareness that COVID-19 is affecting residents in the United States and Alaska. The global outbreak of a “novel coronavirus” known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). At the time of this document, COVID-19 was beginning to have widespread health and economic impacts. The effects of COVID-19 on the real estate market in the area of the subject property were not yet measurable based on reliable data. The analyses and opinions in this report are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this report should be construed as predictions of future market conditions. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the report.

It is unclear how the COVID 19 crisis will affect the economy, especially as it relates to the Valdez real estate market, with likely major economic impacts and possible long-term financial ramifications of the COVID 19 pandemic. Considering the subject is a vacant lot with limited potential development options, the prediction is that most things will likely be back to normal within a year as far as local economies are considered, and this analysis is considered reliable. That being said it is unclear what the overall economic impact of an entire nation shutting down for one month or more will affect our local / state / national economies long term, therefore the reader is cautioned regarding any decisions made on the subject, as no-one knows how this will affect the economy and proposed business.

ADDITIONAL LOTS WITHIN THE SUBDIVISION

At the request of the client, there are numerous additional lots within the subdivision in close proximity to the subject that may be sold as well, and these should have similar overall individual lot values as the subject. That said, if the individual lots are sold as an assemblage or by block (with numerous lots making up the sale) there would be a discount applied to multiple sales of lots within a block.

- 1080 Klutina St LT 4 BK 53 VALDEZ TOWNSITE / 1080 Klutina St LT 5 BK 53 VALDEZ TOWNSITE
- 1160 Klutina St LT 2 BK 54 VALDEZ TOWNSITE / 840 Klutina St LT 4 BK 50 VALDEZ TOWNSITE
- 760 8th Ave LT 1 BK 49 VALDEZ TOWNSITE / 760 8th Ave LT 3 BK 49 VALDEZ TOWNSITE
- 1080 Klutina St LT 3 BK 53 VALDEZ TOWNSITE / 1080 Klutina St LT 6 BK 53 VALDEZ TOWNSITE
- 1160 Klutina St LT 3 BK 54 VALDEZ TOWNSITE / 1160 Klutina St LT 4 BK 54 VALDEZ TOWNSITE
- 840 Klutina St LT 7 BK 50 VALDEZ TOWNSITE / 840 Klutina St LT 3 BK 50 VALDEZ TOWNSITE
- 840 Klutina St LT 6 BK 50 VALDEZ TOWNSITE / 840 Klutina St LT 5 BK 50 VALDEZ TOWNSITE
- 760 8th Ave LT 5 BK 49 VALDEZ TOWNSITE / 760 8th Ave LT 2 BK 49 VALDEZ TOWNSITE
- 760 8th Ave LT 6 BK 49 VALDEZ TOWNSITE / 1080 Klutina St LT 2 BK 53 VALDEZ TOWNSITE
- 760 8th Ave LT 7 BK 49 VALDEZ TOWNSITE / 760 8th Ave LT 4 BK 49 VALDEZ TOWNSITE



Location Map

Borrower	City of Valdez				
Property Address	840 Klutina Street				
City	Valdez	County	Valdez	State	AK
Lender/Client	City of Valdez - Nicole LeRoy				
				Zip Code	99686





ADDENDUM - Photos taken January 10, 2022

Borrower/Client	City of Valdez				
Property Address	840 Klutina Street				
City	Valdez	County	Valdez	State	AK Zip Code 99686
Lender	City of Valdez - Nicole LeRoy				



Aerial View - approx. location

Plat Map - Lot 3, Block 50

\*\*Approx. Location\*\*



City of Valdez Map



## City of Valdez - Tax Map

Borrower	City of Valdez						
Property Address	840 Klutina Street						
City	Valdez	County	Valdez	State	AK	Zip Code	99686
Lender/Client	City of Valdez - Nicole LeRoy						





Plat Map - Close-up

Borrower	City of Valdez				
Property Address	840 Klutina Street				
City	Valdez	County	Valdez	State	AK
Lender/Client	City of Valdez - Nicole LeRoy				
				Zip Code	99686





City of Valdez - Tax Map

Borrower	City of Valdez				
Property Address	840 Klutina Street				
City	Valdez	County	Valdez	State	AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy				





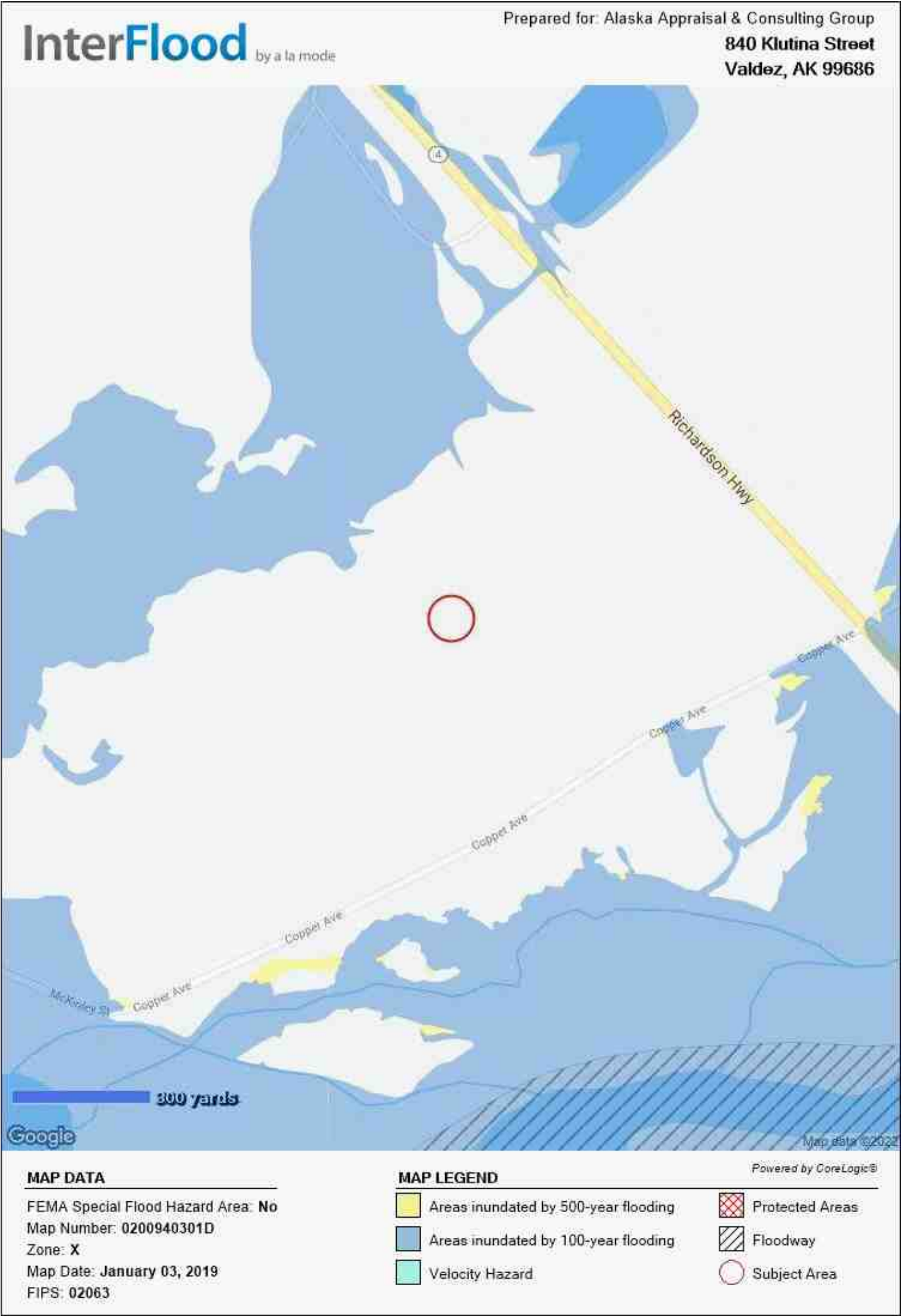
Location Map

Borrower	City of Valdez				
Property Address	840 Klutina Street				
City	Valdez	County	Valdez	State	AK      Zip Code    99686
Lender/Client	City of Valdez - Nicole LeRoy				



Flood Map

Borrower	City of Valdez				
Property Address	840 Klutina Street				
City	Valdez	County	Valdez	State	AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy				





Borrower	City of Valdez	File No.
Property Address	840 Klutina Street	
City	Valdez	County Valdez
		State AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy	

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time** (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 6-9 months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

None.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.


The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Clint Lentfer have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members. The client identified in this report may disclose or provide this appraisal report as required by law or regulation and as necessary to complete or consider the event or transaction for which the appraisal was requested by the client. The appraisers consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media). Receipt of this appraisal report by any party not identified as the client or intended user shall not entitle that recipient to rely on the appraisal for any purpose or to use the appraisal in any manner other than for the intended use by intended users identified in this report.

I have performed no services, as an appraiser or in any capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

A reasonable exposure time is 6 to 9 months.

**APPRAISER:**



Signature: \_\_\_\_\_

Name: Clint Lentfer, MBA, SRA

State Certification #: 506

or State License #: \_\_\_\_\_

State: AK Expiration Date of Certification or License: 06/30/2023

Date of Signature and Report: 02/03/2022

Effective Date of Appraisal: January 10, 2022

Inspection of Subject: ☐ None ☒ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): January 10, 2022

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION**

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:


1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

**CERTIFICATION:** The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**ADDRESS OF PROPERTY ANALYZED:** 840 Klutina Street, Valdez, AK 99686

**APPRAISER:**

Signature:   
Name: Clint Lentfer, MBA, SRA  
Title: SRA  
State Certification #: 506  
or State License #: \_\_\_\_\_  
State: AK Expiration Date of Certification or License: 06/30/2023  
Date Signed: 02/03/2022

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
☐ Did ☐ Did Not Inspect Property



Supplemental Addendum					File No.
Borrower	City of Valdez				
Property Address	840 Klutina Street				
City	Valdez	County	Valdez	State	AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy				

## Chapter 17.36

### L-I LIGHT INDUSTRIAL DISTRICT

**17.36.010** Intent. The L-I (light industrial) district is intended for light industrial development including light manufacturing, processing, warehousing, storage, wholesale and distribution operations, and similar processes and operations. Limited commercial uses and accessory residential uses are allowed in the L-I district to serve the uses for which the district is primarily intended. (Ord. 17-04 § 4 (part); Ord. 16-04 § 7 (part); Ord. 03-15 § 16 (part); prior code § 30-25(a))

**17.36.020** Permitted principal uses and structures. In an L-I zone, the following uses and structures are permitted outright:

- A. Automobile service stations;
- B. Sales and repair facilities (i.e., equipment, boat, auto body);
- C. Building material supply establishments;
- D. Breweries;
- E. Bunkhouses;
- F. Distilleries;
- G. Professional offices;
- H. Maintenance and service shops, construction offices and equipment storage yards;
- I. Marijuana cultivation facilities;
- J. Marijuana product manufacturing facilities;
- K. Marijuana retail stores;
- L. Marijuana testing facilities;
- M. Light manufacturing and processing operations;
- N. Open space for recreation;
- O. Principal permitted uses of waterfront industrial district;
- P. Agricultural nurseries and greenhouses;
- Q. Utilities installations, except dams, water reservoirs and sewage treatment plants;
- R. Warehousing and indoor/outdoor storage;
- S. Wineries. (Ord. 17-04 § 4 (part); Ord. 16-04 § 7 (part); Ord. 03-15 § 16 (part); prior code § 30-25(b))

**17.36.030** Permitted accessory uses and structures. In an L-I zone, the following uses and structures, which are incidental to the permitted principal uses and structures listed in Section [17.36.020](#), are permitted:

- A. Accessory buildings;
- B. Owner/operator dwellings;
- C. Sales and service uses accessory to permitted principal uses;
- D. Watchman’s facilities;
- E. Small wind energy systems in conformance with Section [17.48.150](#). (Ord. 17-04 § 4 (part); Ord. 16-04 § 7 (part); Ord. 08-11 § 14; Ord. 03-15 § 16 (part); prior code § 30-25(c))

**17.36.040** Conditional uses. In an L-I zone, subject to the conditional use provisions of this title, the following uses and structures may be permitted:

- A. Airports and landing fields for rotary or fixed-wing aircraft;

Supplemental Addendum

File No.

Borrower	City of Valdez					
Property Address	840 Klutina Street					
City	Valdez	County	Valdez	State	AK	Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy					

- B. Animal hospitals, veterinary practices and kennels;
- C. Asphalt and concrete plants;
- D. Correctional facilities;
- E. Hazardous, volatile and flammable storage and distribution;
- F. Recreational vehicle campground;
- G. Sawmills;
- H. Solid waste processing facility on tracts of not less than ten acres;
- I. RV park or campground;
- J. Mobile home courts;
- K. Outdoor shooting ranges;
- L. Restaurants, taverns and cocktail lounges;
- M. Structures over thirty-five feet. (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(d))

**17.36.050** Prohibited uses and structures.Any use or structure not of a character indicated under permitted principal uses and structures or permitted as a conditional use is prohibited. (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(e))

**17.36.060** Minimum lot requirements.Width and area are determined by use and other codes. (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(f))

**17.36.070** Minimum setback requirements.Front yard, side yard and rear yard subject to building code regarding fire walls and separation of structures. (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(g))

**17.36.080** Maximum lot coverage by all buildings and structures.Unrestricted within setbacks. (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(h))

**17.36.090** Maximum height of buildings and structures.Principal buildings and structures shall not exceed thirty-five feet in height, except as otherwise provided in this title. (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(i))

**17.36.100** Required off-street parking and loading.Adequate off-street parking and loading spaces shall be provided in connection with any permitted use in accordance with the requirements set forth in Sections [17.48.100](#) and [17.48.110](#). (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(j))

**17.36.110** Signs.Signs may be allowed in conjunction with any permitted use subject to the provisions of Section [17.48.090](#). (Ord. 17-04 § 4 (part): Ord. 16-04 § 7 (part): Ord. 03-15 § 16 (part): prior code § 30-25(k))

## Chapter 4.10 ACQUISITION OF REAL PROPERTY

Sections:

[4.10.010 Acquisition and ownership—Authority.](#)

[4.10.020 Eminent domain.](#)

[4.10.030 Adverse possession.](#)

### **4.10.010 Acquisition and ownership—Authority.**

- A. The city may acquire, own and hold real property within or outside the city boundaries by purchase, gift, devise, grant, dedication, exchange, redemption, purchase of equity of redemption, operation of law, tax or lien foreclosure, adverse possession, condemnation or declaration of taking, annexation, or by any other lawful means or conveyances.
- B. Except as set forth in subsection C of this section, all acquisitions of any interest in real property shall be approved by resolution of the city council. The resolution shall set forth the terms, conditions and manner of acquisition. Unless otherwise provided by the city council, the city manager is authorized to obtain title insurance, to execute any instruments and to take all steps necessary to complete and close the purchase and acquisition of the real property.
- C. City council approval is not required to acquire any easement, permit, license, or other interest in real property dedicated to the public's use through the platting action.
- D. A Phase 1 environmental survey shall be conducted if the property is located within any industrial zoning district or as required by resolution of the city council.
- E. No purchase of any parcel of real property whose assessed value for purposes of real property taxation is greater than forty thousand dollars shall be made until:
1. A qualified appraiser has appraised the property and given the council an independent opinion as to the full and true value thereof;
  2. When improvements are a term of the transaction, a qualified architect or engineer has given the city council an estimate of probable construction cost. (Ord. 19-07 § 1 (part))

### **4.10.020 Eminent domain.**

The city may, only within its boundaries, exercise the powers of eminent domain and declaration of taking in the performance of an authorized power or function of the municipality, in accordance with AS 09.55.240 through 09.55.460 and other applicable law. (Ord. 19-07 § 1 (part))

**4.10.030 Adverse possession.**

The city cannot be divested of title to real property by adverse possession. (Ord. 19-07 § 1 (part))



## Legislation Text

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**File #:** RES 22-0017, **Version:** 1

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**ITEM TITLE:**

#22-17 - Urging Passage of Senate Bill 177 In Order to Allow Electric Utilities Considering Micro Modular Reactors (Mmrs) to Move Forward with Projects Under a Streamlined Permitting Process

**SUBMITTED BY:** Mark Detter, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve Resolution #22-17 supporting passage of SB 177.

**SUMMARY STATEMENT:**

City Council held work session on February 17, 2022 on SB177, legislation supporting the streamlining of the process for permitting of Micro Modular Reactors (MMRs).

As a follow up to the work session, a Resolution has been created for Council consideration urging passage of SB 177 by the City of Valdez. If approved, City staff will work with our State lobbyist to inform State officials of Valdez support for passage of SB 177. City Officials will be authorized to provide testimony and correspondence to State officials conveying the City of Valdez support for passage of SB 177.

CITY OF VALDEZ, ALASKA

RESOLUTION #22-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, URGING PASSAGE OF SENATE BILL 177 AND HOUSE BILL 299 IN ORDER TO ALLOW ELECTRIC UTILITIES CONSIDERING MICRO MODULAR REACTORS (MMRs) TO MOVE FORWARD WITH PROJECTS UNDER A STREAMLINED PERMITTING PROCESS

WHEREAS, City of Valdez residents have seen energy costs increase substantially in the last quarter of 2021 and 1<sup>st</sup> quarter of 2022; and

WHEREAS, Alaska electric utilities, including Copper Valley Electric Association (CVEA) provide power amid harsh conditions, vast distances, and without benefit of interconnection to the Lower 48 regional grids; and

WHEREAS, Micro Modular Reactors are a viable source of power that have the potential to lower the cost of energy for Alaskans, decrease dependency on diesel fuel, better position Alaska and Valdez for economic development opportunities; and

WHEREAS, Senate Bill 177 and House Bill 299 provides local communities jurisdiction over micro-reactor site selection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. The City Council of the City of Valdez hereby urges passage of Senate Bill 177 and House Bill 299.

Section 2. The City Council of the City of Valdez authorizes City officials to provide public support for passage of Senate Bill 177 and House Bill 299.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15th Day of March, 2022.

CITY OF VALDEZ, ALASKA

ATTEST:

\_\_\_\_\_  
Sharon Scheidt, Mayor

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



## SB 177: Microreactor FAQ

The Office of Governor Mike Dunleavy

### What does this bill do?

- It defines a microreactor according to the federal definition contained in the Infrastructure, Investment, and Jobs Act. This means a reactor that produces no more than 50 MWe and meets the standards of an “advanced nuclear reactor” as defined in federal code.
- It creates an exemption for microreactors from the requirement that the Legislature approve of each microreactor siting. Unlike legacy reactors which can potentially impact an entire state, a microreactor is a local concern whose potential impact is measured in acres, not miles.
- It creates an exemption for microreactors from the requirement that the State of Alaska engage in a continuous, six-department study of the project. The Alaska Center for Energy and Power (ACEP) at the University of Fairbanks is currently leading study efforts in Alaska, and at least four national labs are studying microreactors at the federal level.

ACEP is expected to develop a microreactor roadmap with the Department of Environmental Conservation and other stakeholders in the coming years.

### Does this bill allow microreactors to be built in Alaska?

This bill is a first step and ensures that interested communities in Alaska have the opportunity to explore the feasibility of this technology along with their industry and national lab partners. However, microreactors have a long regulatory road ahead of them at the federal level, and a commercialized microreactor is not expected for approximately seven years.

The best way to describe this bill is that it ensures we’re keeping the door open to these new opportunities and indicates our willingness to work with stakeholders as this potentially game-changing technology continues to develop.





## **SB 177: Microreactor FAQ**

The Office of Governor Mike Dunleavy

### **Are any communities exploring the feasibility of microreactors in Alaska?**

Yes. The U.S. Air Force has announced a plan to deploy a 5 MWe reactor at Eielson Airforce Base in 2027. This could be one of the first commercialized deployments in the country. Additionally, Copper Valley Electric Association is studying the possibility of building a 30 MWth microreactor in Valdez.

### **Do communities have a say in project permitting?**

Absolutely. Alaska Statutes (Sec. 18.45.025) require that if a municipality has jurisdiction over the proposed site, its approval is required before any project can be permitted. The purpose of this bill is to give communities the freedom to explore the feasibility of microreactor projects, and we envision that any projects that come to the Department of Environmental Conservation for siting will be community-driven.

### **Are microreactors significantly safer than legacy nuclear power plants?**

Most U.S. reactors were constructed between 1970 and 1990 with a typical power output of 1000 MWe. At 1 to 50 MWe, microreactors generate just 0.1 to 5% of a legacy reactor's output. Additionally, microreactors are built with passive safety features that require no human intervention to prevent the release of radioactive material.

While legacy reactors in the U.S. have a tremendous safety record, one example of how much safer microreactors are is the size of their emergency planning zone, which is the area that is expected to be dangerous in the event of a catastrophe. While a legacy reactor may have an EPZ of 50 miles, virtually all microreactors have an EPZ of less than five acres.



## **SB 177: Microreactor FAQ**

The Office of Governor Mike Dunleavy

### **What is passive safety?**

Passive safety means that in the case of an unexpected or catastrophic event, heat cannot melt down fuel or compromise fuel containment. Microreactors rely on things like gravity, natural convection, or resistance to high temperatures, or a combination thereof to keep the reactor safe. In addition, new fuel configurations such as TRISO particles cannot melt in a reactor and can withstand extreme temperatures and stresses that are well beyond the threshold of current nuclear fuels.

### **Are microreactors cost effective?**

With generation costs ranging from 9 to 33 cents per kWh depending on the scale of the system, microreactors have the potential to compete very aggressively in diesel-dependent communities. Like any emerging energy technology, generation costs are expected to improve over time.

### **Can microreactors supply heat to further benefit their economics?**

Yes! A rule of thumb for most currently planned microreactors is to multiply their electric output (MWe) by three in order to determine their thermal output (MWth). Microreactors are generally designed to be coupled with industrial processes or space heating applications to increase efficiency and value to customers. The synergy between electricity and heat output will be key in making the economics of microreactors work.



## **SB 177: Microreactor FAQ**

The Office of Governor Mike Dunleavy

### **Are there spent fuel concerns with microreactors?**

All proposed designs that would serve rural Alaska provide for the waste to be kept with the reactor and returned to the manufacturer when the fuel is depleted. Alaska Statutes allow for the transport of spent fuel only when it is being transported out of the state, so there is no chance of a centralized repository being created in Alaska.

In some larger designs, storage may take place on site until a national repository is designated. However, given that the industry is at least seven years from commercialization and waste storage is not likely to become an issue until decades into a refuellable reactor's lifecycle, it's highly likely that a national repository will be ready given the renewed federal efforts. The choice to use a reactor with this design versus one where waste is not stored on site is entirely up to a local community.

### **Will this bill open the door to larger nuclear power plants in Alaska?**

SB 177 creates a carve-out specific to microreactors and was designed to have no impact on the laws surrounding nuclear power plants that are larger in size than a microreactor.

### **Are microreactors being developed elsewhere in the world?**

Both Russia and China have produced functioning small reactors. There is concern that should the U.S. fail to keep up, international safety standards for these new reactors may be determined by nations with more advanced microreactor programs.

March 16, 2022  
City of Valdez, Alaska

Senator Shelley Hughes  
Chairman, Senate Community and Regional Affairs Committee  
State Capitol Room  
Juneau, Alaska 99801

## **SUPPORT FOR SENATE BILL 177: MICROREACTORS**

Dear Senator Hughes:

The City of Valdez supports Senate Bill 177, and urge passage during the current legislative session so electric utilities in Alaska considering Micro Modular Reactors (MMRs) can move forward with projects under a streamlined permitting process.

The City of Valdez is grateful that electric utilities across the State of Alaska, including Valdez local provider Cooper Valley Electric Association (CVEA), are constantly innovating and integrating new technologies that support providing safe, reliable, and affordable power. MMRs are a viable source of power that have the potential to lower the cost of energy for Alaskans.

The City of Valdez is also supportive of SB 177 because electric utilities seeking to permit MMRs will have to satisfy state and federal permitting requirements. Additionally, Valdez appreciates that State law requires any municipality having jurisdiction has approval authority over site selection.

On March 15<sup>th</sup> the Mayor and City Council passed attached Resolution No. 22-17, in support of Senate Bill 177.

Thank you for considering City of Valdez support for Senate Bill 177.

Sincerely,

Mark Detter  
City Manager  
City of Valdez

(Attached Resolution No. 22-17)



## Legislation Text

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**File #:** RES 22-0018, **Version:** 1

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**ITEM TITLE:**

#22-18 - Approving the Housing Incentive Plan for the Purpose of Constructing New Residential Dwelling Units, Including Commitment of \$10,000 Per Dwelling Incentive Payment for Property Owners Complying with the Terms of the Plan

**SUBMITTED BY:** Mark Detter, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve Resolution #22-18 Adopting City of Valdez Housing Incentive Plan.

**SUMMARY STATEMENT:**

Mayor Scheidt, Council Member Devens and Council Member Moore met with the Assistant City Manager and City Manager to discuss tasks/goals for Economic Diversification Commission related to housing and downtown development. At the February 1, 2022 City Council meeting, council approved the goals/tasks for the commission to work on.

- Provide recommendation on housing incentive plan (current proposal rewards individuals \$10,000 per new dwelling unit constructed upon issuance of Certificate of Occupancy). The incentive plan will require a recommendation for Council prior to 2<sup>nd</sup> Council meeting in March.

On February 16, 2022 the Economic Diversification Commission voted to complete the first of their three tasks. The Economic Diversification Commission is recommending to City Council the passing of the \$10,000 incentive plan proposal. It was presented to the EDC and then revised with their recommendations and brought back for a vote and approved.

The Resolution recommends that the Economic Diversification Commission monitors the administration of the plan and make recommendations to Council on any future changes to the Housing Incentive Plan.



CITY OF VALDEZ, ALASKA

RESOLUTION #22-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, APPROVING THE HOUSING INCENTIVE PLAN FOR THE PURPOSE OF CONSTRUCTING NEW RESIDENTIAL DWELLING UNITS, INCLUDING COMMITMENT OF \$10,000 PER DWELLING INCENTIVE PAYMENT FOR PROPERTY OWNERS COMPLYING WITH THE TERMS OF THE PLAN

WHEREAS, the City of Valdez 2021 Comprehensive Plan Revision-PLAN VALDEZ creates a goal to “Promote, Protect, and Build Quality Housing” and lists as an action item to “Develop Housing-Directed Incentive Programs”; and

WHEREAS, the City of Valdez 2021 Comprehensive Plan Revision-PLAN VALDEZ further states the need for such Directed Incentive Program is due to “construction of new housing is expensive, including transportation and materials, necessary engineering and building life-safety code requirements related to seismic and snow load considerations”; and

WHEREAS, the \$10,000 per dwelling unit incentive created by the Housing Incentive Plan is beneficial to the creation of affordable housing; and

WHEREAS, the public survey conducted during compilation of the Valdez 2021 Comprehensive Plan Revision-PLAN VALDEZ listed Housing as the top community funding priority; and

WHEREAS, the City of Valdez Economic Diversification Commission is recommending the adoption of the Housing Incentive Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. The City Council of the City of Valdez, Alaska hereby authorizes adoption of the City of Valdez Housing Incentive Plan.

Section 2. The City Council of the City of Valdez hereby tasks the Economic Diversification Commission to monitor the administration of the Housing Incentive Plan and to make future recommendations on alterations to such plan.

Section 3. The City Council of the City of Valdez hereby designates the Land Development Reserve Fund as the funding source for the Housing Incentive Plan payment.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15th Day of March, 2022.

CITY OF VALDEZ, ALASKA

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L Pierce, MMC, City Clerk



**CITY OF VALDEZ, ALASKA**

**HOUSING INCENTIVE PLAN**

**Adopted – March 15, 2022**

**Expires – 12/31/2024**



## **CITY OF VALDEZ, ALASKA HOUSING INCENTIVE PLAN**

### **PURPOSE**

This City of Valdez, Alaska Housing Incentive Plan (the “Plan”) shall take effect on March 16, 2022 and is intended to promote the development of housing in areas within the City of Valdez, Alaska (the “City”) in order to promote the public health, economic stability, safety, expansion of housing capacity, and welfare of the residents of the City. More specifically, through the Plan, the City offers assistance for newly constructed residential dwelling units that meet specific criteria.

The City’s Housing Incentive Plan is available to newly constructed single-family, two-family, and multi-family residential dwelling units within areas of the City of Valdez that are outside the special flood hazard area.

Subject to the terms and conditions of this Plan, the owner of property participating in the Plan may receive an incentive of a one-time payment of \$10,000 per newly established dwelling units.

### **CRITERIA FOR DETERMINATION OF ELIGIBILITY**

- I. Subject to the requirements of this Plan, new dwelling will receive a one-time payment of \$10,000.
- II. City Staff will use the following criteria to determine eligibility for participation in the Plan:
  - A. Construction of new dwelling units must begin on or after the application date. No applications will be accepted for completed or under-construction improvements.
  - B. Construction must result in new dwelling units that meet Valdez Building Code requirements for such new units and must result in a Certificate of Occupancy being issued by the Building Official (the “Building Official”) for such new dwelling units.
  - C. The new dwelling units must meet minimum occupancy requirements under the Valdez Building Code and, prior to issuance of Certificate of Occupancy, shall not have been listed on assessment rolls as residential dwelling units.
  - D. Upon completion, all new dwelling units must conform to all City codes and regulations in effect at the time new dwelling units are constructed. Building permits must be approved before commencement of construction. All building permits must be renewed on an annual basis.
  - E. Dwelling units must be located outside of the Special Flood Hazard Area to be eligible for this Plan.
  - F. Dwelling units may not be used as short-term rental units for a period of five years after any award of funds under this Plan. Short-term rental unit means a privately-owned residential Dwelling or any separable portion of such Dwelling, rented for occupancy for lodging or sleeping purposes for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. Should the applicant or a subsequent

owner be found to have used the dwelling units as a short-term rental unit during the five-year period after the award of funds, the applicant or owner shall remit the \$10,000 awarded under this Plan to the City as liquidated damages. Prior to enforcing this condition, the City shall provide a written notice of the alleged violation and have an opportunity to cure the violation within 30 days.

- G. City Staff shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein and in the Plan. If any applicant is dissatisfied with City Staff's decision, a written appeal may be submitted to the City Manager for final determination.

### **APPLICATION PROCEDURE**

Prior to filing an application for housing incentive, the following steps must be taken:

- A. Application Forms: The application form is included as attachment to this Plan.
- B. **COMPLETE PART I:** Prior to the commencement of construction of any new dwelling unit, the property owner must complete and submit to the Building Official Part I of the application.
- C. **Preliminary Approval:** The Building Official will forward the application to the City Manager's Office after certifying that the application, property, and proposed new dwelling units meet the requirements of this Plan. The City Manager will return a copy of Part I to the Building Official and the applicant within fifteen (15) working days indicating approval or denial of participation in the Plan.
- D. **Notice of Final Approval and Procedure Construction:** The Building Official, or a designated representative, will file, with the City Manager approval of Part 1, with the associated building permit, and withhold permit approval until such City Manager approval is secured. The City Manager will forward a copy of the application to the City Clerk for monitoring purposes. Note: commencing construction prior to receiving this notice from the City will cause the property and improvements to be ineligible for participation in the Plan.
- E. **COMPLETE PART II:** If construction of the dwelling unit(s) has not been completed by January 1 of any year, the property owner must complete and submit Part II of the application to the Building Official by January 30 of the same year.
- F. The owner will have a maximum of three years to complete the dwelling unit(s). The Building Official may, upon written application from the property owner, approve an extension of six months for completion of construction.
- G. **COMPLETE PART III:** Immediately upon completion of the improvements, the property owner shall file Part III of the application with the Building Official. Upon receipt of Part III, the Building Official's Office will conduct an on-site inspection of the construction project to confirm completion, confirm compliance with all applicable building codes, zoning law and regulations, and issue any occupancy permits. The Building Official may deny the property and improvements participation in the Plan for any violation of applicable building codes or regulations or failure to qualify for an occupancy permit.

## **FURTHER TERMS AND CONDITIONS**

- A. Any property that is delinquent in payment to City of Valdez, Alaska of real estate tax and/or assessment will be ineligible to receive payment through the Housing Incentive Plan; however, the City, in its sole discretion, may reinstate the property for eligibility one time after being delinquent on the above-mentioned taxes or assessments during the life of the property's participation in the Housing Incentive Plan.
- B. If the property that has been approved for the Housing Incentive Plan is sold prior to issuance of Certificate of Occupancy, the new property owner shall be eligible for housing incentive payment upon satisfaction of the requirements set forth herein.
- C. The City of Valdez will issue incentive checks to the property owner or their designee after the issuance of the Certificate of Occupancy.

## **PLAN PERIOD**

This Plan will terminate on December 31, 2024, unless terminated sooner by City action. The termination date of December 31, 2024 represents the deadline for filing an application for this Plan. Construction of any project approved under this Plan must receive a certificate of occupancy within two years of the issuance of a building permit for the project to be eligible for housing incentive, unless a six-month extension is granted by the Building Official.

## **DWELLING UNIT DEFINITIONS & INCENTIVE PLANT PAYMENT EXAMPLES**

**DWELLING UNIT** - A dwelling unit means a structure or portion thereof containing a kitchen, living room, bathroom, and sleeping accommodations on a permanent foundation.

**SINGLE FAMILY DWELLING UNIT** - A dwelling unit that is a detached building constructed on permanent foundation, designed for long-term human habitation exclusively and constituting one dwelling unit = \$10,000 Incentive Payment

**TWO FAMILY DWELLING UNIT** - Dwelling unit that is a detached building constructed on a permanent foundation designed to be occupied exclusively for two families and constituting two dwelling units, set side by side or one on top of the other with common wall and/or a floor/ceiling assembly between, whichever is appropriate, and having a common roof = \$20,000 Incentive Payment.

**MULTI-FAMILY DWELLING UNIT** - Dwelling unit that is a residential building on permanent foundation designed for or occupied by 3 or more families, with the number of families in residence not exceeding the number of dwelling units provided = \$10,000 per dwelling unit payment.

**EXAMPLE** = 20 dwelling units completed in Multifamily Dwelling Unit = \$200,000 Incentive Payment.

CITY OF VALDEZ  
HOUSING INCENTIVE PLAN  
APPLICATION FOR PLAN

PART I

**PART I Pre-Construction**

Owner's Name: \_\_\_\_\_

Daytime Phone No. \_\_\_\_\_

Owner's Mailing Address:

\_\_\_\_\_

Address of Property:

\_\_\_\_\_

Property Identification No. (Found on your tax statement or call the City Clerk's office)

\_\_\_\_\_

Legal Description of Property: Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Subdivision \_\_\_\_\_

Other legal description \_\_\_\_\_

\*If residential: \_\_\_\_\_ Residence \_\_\_\_\_ Other (explain) \_\_\_\_\_

\_\_\_\_\_ Single Family or \_\_\_\_\_ Multi-Family \_\_\_\_\_ Number of Units

Does the applicant own the land? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are the property taxes paid up-to-date? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will the proposed project be on a foundation? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will it be permanently attached to the property? \_\_\_\_\_ Yes \_\_\_\_\_ No

Improvements and associated cost: (provide rough draft drawings and dimensions)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Use additional sheets if necessary)

Estimated or Actual Cost of Improvements:

(Documentation is needed, even hand-written estimates)

Construction estimated to begin on:

---

Estimated date of completion of construction:

---

I have read and do hereby agree to follow all application procedures and criteria. I further understand that this application will void six months from the date below if improvements or construction have not begun, or if improvements are not complete within Three (3) years from issuance of building permit. Building permits must be renewed on an annual basis.

Acknowledgement

I have received a copy of the City of Valdez, Alaska Housing Incentive Plan and the application form and, by my signature, I have read and am applying for a City of Valdez, Alaska Housing Incentive Plan.

---

Signature of Owner

---

Date

I find this application complete and recommend its consideration for any and all housing incentive payments subject to the City of Valdez, Alaska approval.

---

Building Official

---

Date

---

Building Permit Number

FOR CITY MANAGER'S USE ONLY

BASED UPON THE PROVIDED BUILDING PERMIT, THE PROPOSED DWELLING UNITS MEETS THE TERMS FOR THE VALDEZ HOUSING INCENTIVE PLAN.

BY: \_\_\_\_\_  
(CITY MANAGER) (DATE)

Copy to: Applicant \_\_\_\_\_ CITY CLERK \_\_\_\_\_ File \_\_\_\_\_



**CITY OF VALDEZ HOUSING INCENTIVE PLAN**  
**APPLICATION FOR HOUSING INCENTIVE**  
**PART II (Optional) January Status of Completion**

Owner's Name: \_\_\_\_\_

Daytime Phone No. \_\_\_\_\_

Owners Mailing Address: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Building Permit # Assigned: \_\_\_\_\_

As of January 1 following commencement of construction, the improvements are approximately \_\_\_\_\_% complete.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

**FOR CITY MANAGER'S USE ONLY**

As of \_\_\_\_\_, taxes and special assessments on this parcel of property  
**are** \_\_\_\_\_ or are not \_\_\_\_\_ delinquent.

By: \_\_\_\_\_  
(CITY MANAGER)

\_\_\_\_\_  
(DATE)





## Legislation Text

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**File #:** 22-0138, **Version:** 1

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**ITEM TITLE:**

Change Order Report: Contract with Orion Construction, Inc. for HHES and VHS Generator Replacement

**SUBMITTED BY:** Tom Sanborn

**FISCAL NOTES:**

Expenditure Required: \$35,278.87

Unencumbered Balance: \$42,237.03

Funding Source: 350-0310-55000.1808

**RECOMMENDATION:**

Receive & file

**SUMMARY STATEMENT:**

Change Order #9 will replace all currently installed DDC equipment with Meridian Systems equipment at the new VHS/GMS generator. The currently installed equipment is a separate proprietary system from the HVAC controls at GMS, making these systems are unable to communicate. It is necessary for these systems to communicate in order for the proper HVAC limits to run while the generator is providing power to the facility.

This report is filed per City Procurement Code 2.80.050



CHANGE ORDER  
CITY OF VALDEZ

TO:

Orion Construction, Inc.  
3038 N Caribou Street  
Wasilla, AK 99654

DATE ISSUED:

2/17/2022

CHANGE ORDER NO. 9

COST CODE NO.

350-0310-55000.1808

PROJECT NO.

19-350-1808

CONTRACT NO.

1615

PROJECT:

Hermon Hutchens Elementary School (HHES)  
and Valdez High School (VHS) Generator  
Replacement

Distribute to:

Engineering

X

Owner

X

**You are directed to make the changes in this CONTRACT as follows:**

Provide all labor, material, and equipment to replace all currently installed DDC equipment at the GMS/VHS generator including providing communication with building systems per the attached quote dated 2/15/2022.

**Justification:** This work is necessary to provide proper communication between the generator and building HVAC systems to prevent exhaust gas intrusion into the building.

Not valid until signed by the City Manager. Signature of Contractor indicates his agreement herewith, including any adjustment in CONTRACT sum or CONTRACT time.

The original CONTRACT sum was .....	\$	1,005,820.00
Change by previously authorized Change Orders .....	\$	59,605.42
The CONTRACT sum prior to this Change Order was .....	\$	1,065,425.42
The CONTRACT sum will be <i>increased</i> by this Change Order .....	\$	35,278.87
New CONTRACT sum including this Change Order will be .....	\$	1,100,704.29

CONTRACT time will be *increased* by 30 days. The date of Substantial Completion as of the date of this Change Order is therefore is May 1, 2022.

ORION CONSTRUCTION, INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE SEAL

Attest: \_\_\_\_\_

Corporate Secretary

AUTHORIZED BY:

CITY OF VALDEZ

By: \_\_\_\_\_

Mark Detter, City Manager

Date: \_\_\_\_\_

RECOMMENDED

By: \_\_\_\_\_

Nathan Duval, Director of Capital Facilities

Date: \_\_\_\_\_

Revised 07/2019

<b>HHES and VHS Generator Replacement ; Contract Number 1615</b>				
Data Date:	1/22/2021			
<b>DOCUMENT</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>		
Original Contract		\$ 1,005,820.00		
Change Order #1	Sound Attenuation Upgrade to 75 dB and 2-hr Fire Wall	\$ 15,660.00		
Change Order #2	Relocate UG Conduit for Light Pole	\$ 4,380.00		
Change Order #3	T&M GMS shutdown outside of regular work hours.	\$ 10,000.00		
Change Order #4	Temporary 800 AMP Breakers at HHES, GMS, & VHS	\$ 10,981.62		
Change Order #5	Return Fuel Line Repalcement & Pressure Test @ VHS	\$ 10,443.62		
Change Order #6	Replace Failed Breaker @ HHES	\$ 2,101.82		
Change Order #7	VHS/GMS Generator Annunciator, wiring for light fixture at old VHS gen buildnig	\$ 3,700.41		
Change Order #8	Replace motorized anti-siphon valve with mechanical anti-siphon valve at HHES	\$ 2,337.95		
Change Order #9	Replace GMS/VHS DDC with Meridian Systems	\$ 35,278.87		
			\$ 94,884.29	\$ Change
	<b>Current Contact TOTAL</b>	\$ 1,100,704.29		
			9.43%	% Change



## Legislation Text

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**File #:** 22-0139, **Version:** 1

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**ITEM TITLE:**

Quarterly Travel Report for City Council, City Manager, & City Clerk - Q4 2021

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

In accordance with Section XI. of *Valdez City Council Policies and Procedures*, the City Clerk's Office will provide a quarterly travel report to the City Council of all official travel by the Mayor, City Council, and the Administrative Officers (City Clerk and City Manager).

The Q4 2021 travel report is attached for Council review.

VALDEZ CITY COUNCIL  
POLICIES AND PROCEDURES

Amended March 20, 2020

Amended September 21, 2021

Amended December 21, 2021

I. **AUTHORITY**

- A. Charter: The Charter of the City of Valdez provides that the Council may determine its own rules of procedure for meetings. The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

II. **GENERAL GUIDELINES**

- A. New Council Seated:
1. At the first regular meeting following the annual City election, the mayor and City Council members are sworn in by the City clerk.
  2. The mayor then conducts the election of mayor pro tempore from among the Council members. The mayor pro tempore shall serve for one year. A majority vote of not less than four of the members elects the mayor pro tempore. The mayor pro tempore serves at the pleasure of the Council.
- B. Meetings to be Public: All meetings of the Council except those qualified as Executive Session shall be open to the public. The journal of proceedings (minutes) shall be open to public inspection.
- C. Quorum: A majority (4) of the members of the Council shall constitute a quorum and be necessary for the transaction of business. A quorum must be present for the duration of the meeting. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.
- D. Notice of Meetings: **At least** 24-hours written notice shall be given designating the time and purpose of a special meeting. In the event the mayor declares in writing that a state of emergency exists, at least six (6) hours written notice shall be given designating the time and purpose of a special meeting.



- E. Journal of Proceedings: An account of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.
- F. Discussion: Action items on the agenda require a motion prior to discussion. Discussion of any subject is permitted only with reference to a pending motion. When necessary, a motion can be prefaced by a few words of explanation or a member can first request information which may assist him in wording an appropriate motion. After a motion has been made and seconded, but prior to Council vote, members of the public may speak to the subject.

In debating a motion on the floor, Council members must confine themselves to the matter before the City Council. Council members should not question the motives of another Council member, city staff or members of the public. However, the nature or consequences of a measure may be condemned in strong terms. It should not be an individual Council member, but the measure that is the subject of debate.

If a particular Council member's remarks are objected to by another Council member as being improper, that Council member cannot proceed with the alleged improper comments without the permission of the City council expressed by a vote of a majority of Council members at that meeting, upon which question there shall be no debate.

- G. Rules of Order: Roberts Rules of Order Revised shall be the source of meeting procedure except where a different procedure is proper by law or Council custom.
- H. Attendance:
  - 1. Any Council member(s) not able to attend a particular meeting must notify the Mayor or City Clerk as far in advance as possible.
  - 2. Attendance by means of telephone or other electronic media is permitted where (a) physical attendance poses a risk to health or human safety as determined by the mayor; (b) during work sessions; or (c) by permission of the city council for purposes of executive session.

3. A Council member who is participating telephonically under this section may participate in and vote at the meeting by telephone or other electronic means under the following circumstances:
  - a. The Council may meet if a quorum of members are physically and/or telephonically present for the duration of the meeting;
  - b. Reasonable technical capabilities are available at the meeting location to allow the member to participate, to include being able to hear and engage in discussion and being audible to all persons participating in the meeting;
  - c. The member participating telephonically has the ability to obtain the meeting agenda and other pertinent documents to be discussed and/or acted upon;
  - d. A member who is voting will have a voice vote;
  - e. The public must be able to participate by telephone or other electronic means and must be provided the information required to engage in such participation when notice of the meeting is provided.
4. Telephonic or electronic participation under this section shall include any means through which a member may participate remotely, to include being able to hear and engage in discussion, and being audible to all persons participating in the meeting. Online platforms for web-based connection approved by the IT Director or his/her designee are permissible means of participation so long as the criteria for participation set forth in Section 3 are met.
5. Administrative staff as required should be available for all Council meetings.
6. The seat of any Council member, including the Mayor, shall become vacant if the Council member is absent from three consecutive regular meetings without excuse.

- I. Motions for Reconsideration: Any action may be brought up for reconsideration one time by any Council member if action which was approved has not begun (i.e., contract signed, notice to proceed issued).
- J. Requests of Administration: Requests for information that is readily available or for tasks of an incidental nature, may be made by any individual council member, any time, without concurrence of a quorum.

Requests that will result in the use of staff time for the development of new documents, or to conduct activities that would not occur in the normal course of business, as determined by the city manager, shall require verbal consent by at least four (4) members of the council. (Four members of the council constitute a quorum).

- K. Attendance of Media at Council Meetings: All official meetings of the City Council and its commissions, boards and committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings. Recording, audio or video, arrangements shall be made with the City Clerk.
- L. Discipline: Council has the right to control its meeting hall. The mayor as presiding officer shall act on behalf of the Council in enforcing order as provided by parliamentary law. Decorum of the members should reflect the dignity of the Council and the public good.
- M. Each newly elected city council member shall complete a Declaration of Interest form setting forth each organization, board, non-profit corporation, etc., on which that newly elected city council member is a member. It is the obligation of the council member, throughout the duration of his/her term of office, to declare his interest prior to any relevant council discussions and to update this Declaration of Interest form to reflect any change of status on any current or new board positions. The Declaration of Interest form will be kept in the City Clerk's office and will be available to the public upon request. Each Council member will comply with the conflict of interest sections of the Valdez City Code.

III. **ORDER OF BUSINESS AND AGENDA:** Only items appearing on the published or posted agenda may be acted upon. Any other business coming before the body may be introduced only by majority consent of the members and acted upon only if it is inconsequential and of minor significance. Failing the consent of the majority, the item shall be deferred to the next special or regular meeting agenda.

A. **Agenda Format:** The usual order of business will be as follows:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes
5. Public Appearances
6. Public Business from the Floor
7. Referrals/Reports from Commissions
8. Consent Agenda\*\*
9. Unfinished Business (An item having been before council at a previous meeting.)
10. New Business
11. Ordinances
12. Resolutions
13. Reports
14. City Manager/City Clerk/City Attorney/Mayor Reports
15. Council Business from the Floor
16. Council Travel
17. Executive Session (If needed)
18. Adjournment

B. **Agenda Items:** Items may be placed on the agenda by the city manager, city clerk, or at the request of the mayor, or any two members of the city council. Requests that items be placed on the agenda for action by the council shall under no circumstances violate the public notice requirement as set forth in Section 3.6 (c) of the City Charter.

C. **Public Appearances:** Public appearances shall be scheduled and placed on the agenda by the city clerk or the city manager. The speaker and topic of the presentation shall be identified on the agenda. Public appearances and presentations shall be limited to not more than 15 minutes. Presentations exceeding 15 minutes may be scheduled as a work session at the discretion of the city manager, the mayor, or two members of the city council.

- D. Discussion Items: No action shall be taken on any item described on the agenda as a "discussion item" until a subsequent regular or special meeting. If prompt action is required on a matter due to timing of the issue involved, it shall be listed as an action item on the agenda.
- E. Consent Agenda: Items on the consent agenda are acted upon by one motion with no discussion. Consent Agenda items are to be those with no Council conflicts of interest and routine matters of business.

The Mayor or any council member may ask that an item listed on the Consent Agenda be moved to New Business for the purpose of discussion and vote.

The general public should be given the opportunity to speak to any item on the Consent Agenda. If a member of the public poses a question about any item on the Consent Agenda, that item must be moved to New Business for discussion.

#### IV. **TYPES OF MEETINGS:**

- A. Regular Meetings: The Council shall meet in the Council Chambers for regular meetings. The regular Council meetings are to commence at 7:00 p.m. on the first and third Tuesday of each month unless the Tuesday falls on a legal holiday in which case the meeting will be held the following Wednesday. All regular meetings of the City Council shall adjourn not later than twelve midnight, unless an affirmative vote of at least four members is taken to continue past midnight.
- B. Special Meetings: Special meetings of Council shall be called by the City Clerk upon request of the Mayor or two Council members. The request shall be documented by the City Clerk. The call for the special meeting shall specify the day, the hour and the location of the special meeting and shall list the subject or subjects to be considered. Only such business may be transacted at a special meeting as may be listed in the call for said meeting. Before a special meeting of Council is called, the City Clerk shall contact each Council member to verify attendance to determine if there will be a quorum.

- C. Work Sessions: The Council may meet in informal work sessions (open to the public) at the call of the Mayor or any two members of Council. A quorum must be present for the duration of the meeting. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

Only such business may be discussed at a work session as may be listed in the call for said work session. No action may be taken in a work session.

D. Executive Sessions:

1. Conduct of executive sessions shall be in accordance with the City of Valdez Charter and State law.
2. Items to be discussed in executive session shall be given prior public notice and properly identified on the published and posted agenda.
3. Matters that may be discussed in executive session:
  - a. matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the city;
  - b. subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
  - c. matters which by law, municipal charter, or ordinance are required to be confidential;
  - d. matters involving consideration of government records that by law are not subject to public disclosure;
  - e. some attorney-client communications

4. To take action on an item discussed during executive session, the item must be placed on the agenda both under the business portion of the agenda for action and the executive session portion for discussion. When the item is reached on the business portion of the agenda, a motion to modify the agenda to defer action on the item until after the executive session would be in order.
5. The City Council determines who may attend an executive session, including attendance by telephone.

V. **CHAIRMAN AND DUTIES:**

- A. Chairman: The Mayor shall preside as Chair at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of the Mayor and Mayor Pro Tempore, the City Council member present with the greatest cumulative length of service on the council shall preside.
- B. Voting: The City Clerk shall report the vote (Clerk, "ayes, nays, absent, \_\_\_ abstaining;") and the result of the action "motion carries/fails."
- C. Limitation on Chairman: Prior to making a motion, the presiding officer must relinquish the gavel to another Council member who will preside over the discussion and determination of the motion.

VI. **LEGISLATION:**

- A. Ordinances - Laws of the City:
  1. Introduction - Two public readings are required. A waiting period may be required for some ordinances.
  2. Method of Introduction: For Purpose of Public Hearing The ordinance is read in full, or, if sufficient copies are available to the public, it may be read by title only.
  3. Action at first reading may be to:
    - Amend as appropriate, or
    - Approve at first reading and advance to second reading



4. Action at second reading may be to:
  - Amend as appropriate, or
  - Approve at second reading and adopt
5. Amendment: If a substantial change is made, then additional readings are required until two consecutive readings are accepted without substantial change.
6. Emergency Ordinances - May be passed at first reading for adoption with six positive votes; are limited to matters which may be acted upon.
7. Codification - Most ordinances adopted either supplement or amend existing ordinances which are in the City code of Laws, and such supplements and changes are periodically printed for insertion into the code book. Some special purpose ordinances are not codified.

VII. **RESOLUTIONS - AN EXPRESSION OR OPINION OF COUNCIL:**

- A. Introduction: One public reading and motion to adopt or approve.
- B. Method of Introduction: Read in full or by title only as with ordinances.
- C. Purposes: An act of temporary character (budgets, user fees, policies, etc.)

VIII. **PROCLAMATION**: Official announcement or endorsement of a special event or person issued by the Mayor.

IX. **FINANCES:**

- A. Budget:
  1. The budget is to be available for review by Council by November 15 of each year.
  2. A public hearing is required by Council not less than one week before adoption.

3. The budget is to be adopted by resolution and money appropriated no later than December 20. There are provisions for adoption should Council fail to act as required.
4. May be amended in a manner provided by the code.
5. The Council will conduct a mid-year review of the budget and amend if necessary.

B. Audit:

1. Annual audit shall be made by an independent certified public accountant employed by Council.
2. Completed report is due to Council within 180 days following the close of the fiscal year under examination.

X. TAXES:

- A. Property Assessment: Annually at January 1.
- B. Assessment Appeals: Council acts as a Board of Equalization in establishing assessment roll property values.
- C. Tax Calendar: Council sets tax calendar by resolution to set various due dates for tax assessment and collection.
- D. Tax Rates: Council sets tax rate by resolution after tax roll is certified, subsequent to meeting of the Board of Equalization.

XI. TRAVEL

- A. City Council and Administrative Officers
  1. Purpose. To establish regulations and procedures for official travel, the approval of payment for per diem, and the reimbursement for travel related expenses.
  2. Policy. It is the policy of the City of Valdez that City Council and Administrative Officers (City Clerk and City Manager) travel for official business outside the Valdez area shall be conducted in the most direct and cost effective way to accomplish its purpose.

The Deputy City Clerk, as a non-exempt employee, shall adhere to the travel policy as established in the City of Valdez personnel regulations. The City Clerk shall act as City Manager for the purpose of authorizing and approving travel by the Deputy City Clerk.

B. Travel for the Purpose of Training

The City Council and the City Clerk are encouraged to take advantage of training opportunities that will prepare them for advancement or expand their skills, but may only pay for expenses such as registration, travel or per diem.

Travel by Administrative Officers during normal work days/hours shall be compensable at the normal rate of pay.

The City will not compensate City Council members or the City Clerk for any inessential costs. For example, if a training session ends on a Wednesday and the employee does not return to work until the following Monday, the City Council or City Clerk will not be compensated for time (other than necessary travel time) or the extra costs incurred on Thursday and Friday.

City Council and Administrative Officers travel is authorized for official City purposes when one or more of the following criteria are met:

1. Travel is required to achieve operational and service objectives of the City.
2. Travel is required to support State or Federal efforts, which are beneficial to the City.
3. Travel is mandated by the State or Federal government.
4. Travel is for specific training, which is required for City Council members or the City Clerk to perform City functions, such as training on technological advances or for required certifications.
5. Travel is for specific training which will result in a significant cost savings or cost avoidance for the City.

6. Travel is required to attend a national or state board, committee meeting, or conference as a City representative and the exchange of information or participation will result in a benefit to the City.

C. Definitions

1. Travel Report. Travel documentation outlining travel details and expenses.
2. Travel Authorization Form. Standardized city form itemizing expenses required for internal processing of travel claims.
3. Traveler. City Council members, including, Administrative Officers, authorized to travel on official business outside the Valdez area.

D. Responsibilities.

Travelers shall:

1. Assure that all official travel is conducted in a timely, cost-effective, and most beneficial manner for the City. Consideration of a maximum of 1 pre and/or post travel day may be allowed, depending on length of time of travel.
2. Incur only those expenses, which are necessary and reasonable to accomplish the approved purpose of the trip.
3. Maintain records and receipts for travel related expenses as may be required for payment or reimbursement.
4. Ensure that all official business expenses incurred or submitted for reimbursement are in compliance with this policy/procedure.
5. Upon completion of official travel, submit a Travel Authorization Form, including all required receipts, to the Deputy City Clerk within five (5) working days, who will submit the travel authorization form and receipts to the Finance Department.
6. Submit in writing justification for any deviation from this policy/ procedure.

7. The City Clerk's Office will provide a quarterly travel report to the City Council of all travel reports filed since the last reporting period. The report shall be provided at least 30 days following the end of the quarter.

E. City Council and Administrative Officers Travel Expenses and Per Diem:

Purpose. To establish regulations and procedures for the payment and/or reimbursement of authorized expenses.

Policy. It is the policy of the City of Valdez to authorize the City Council and Administrative Officers to use their City P-Card or request payment in advance for certain actual expenses incurred while on official City business outside the Valdez area, provided the travel meets the criteria established in Section B, 1 thru 9.

1. Air Travel Costs. The City will pay the cost of air transportation directly related to travel for official business. The most economical and direct route available shall be utilized.
2. Private Vehicle Costs. The City will only pay a traveler for use of privately owned vehicles at the rate-per-mile currently being allowed by the Internal Revenue Service, not to exceed the cost of coach airfare and rental car. If two or more Council members travel in the same vehicle, only the owner of the vehicle may claim reimbursement for mileage. The City shall notify the Council and Administrative Officers of any rate changes by the IRS.

Mileage will be reimbursed based upon the following standard mileage/distance schedule:

Anchorage - 310 mi.  
Fairbanks - 363 mi.  
Wasilla - 254 mi.  
Palmer - 249 mi.  
Homer - 531 mi.  
Girdwood - 382 mi.  
Soldotna - 469 mi.  
Seward - 433 mi.  
Kenai - 456 mi.

3. City Vehicle. The City will pay the cost of fuel and other trip related vehicle-operating costs. No reimbursement for mileage will be allowed.
4. Lodging Costs. The City will pay lodging costs (room and taxes Government rates and tax exemptions shall be requested and used whenever possible. Use of Non Commercial, privately owned rental units must be pre-approved to be considered for reimbursement. Itemized hotel receipts are required for payment or reimbursement.
5. Per Diem. The City will pay up to \$70.00 per day for meals and incidental expenses incurred during official travel away from the Valdez area. If travel status is for at least three hours between the hours of the following time periods, the rate indicated shall be paid:

Midnight - 8:00am: \$20.00

8:00am - 4:00pm: \$20.00

4:00pm - Midnight: \$30.00

Actual meal expenses for a per diem period greater than the per diem rate may be claimed in lieu of per diem, if fully documented with detailed receipts.

6. City Sponsored meals and Entertainment. Charges for city sponsored meals and entertainment are authorized in addition to per diem. The traveler sponsoring the event shall provide receipts and report expenses with their travel authorization form.
7. Registration Fees. The City may make advance payment and/or reimbursement for educational/training fees. Fees for spouse activities are the responsibility of the traveler and will not be paid by the City.
8. Ground Transportation. The City will pay for auto rentals and auto rental fuel only for the days and mileage necessary to conduct official City business. Private vehicle use in the conduct of City business will be reimbursed at the rate-per-mile allowed by the Internal Revenue Service.

9. Other Expenses. The City will pay or reimburse actual amounts paid for taxis, airport limousine services, telephone calls, laundry, self or valet parking, in-room movies, toiletries, etc. Paid itemized receipts for actual expenses will be required for any expense equaling \$10 or more.

F. Travel Advance. The City may, upon request by the traveler, make travel advances, up to one hundred (100%) of verified per diem and travel expenses contained within a travel authorization form. Travel advances may be requested only when travel plans have been finalized and expenses verified and documented.

G. Unforeseen Travel Interruptions. Travel expenses that result from incidents, outside of the traveler's control, (such as airline cancellations, road closures, etc.), that prevent a traveler from returning as scheduled, shall be paid or eligible for reimbursement by the City.

## XII. **MISCELLANEOUS PROVISIONS:**

### A. Amendment of Council Rules of Procedure:

1. Modifications and changes to City Council procedures may be as directed by Council.
2. Amendments resulting from city charter or code changes shall be deemed incorporated in the council procedures as required.

## XIII. **CITIZEN ADVISORY GROUPS:**

### A. Commissions, Boards and Committees:

Certain advisory groups are established by statute or ordinance. The members of advisory groups established by statute or ordinance shall be appointed by the City Council.

Any vacancy during the unexpired term of an appointive member shall be filled by the council for the remainder of the term. The City Clerk shall advertise notice of the vacancy.



B. Function of Advisory Groups:

1. To receive citizen input and administration staff advice in formulating policy recommendations.
2. To assist and advise Council in the development of program policy and budget for the city.

C. Established or Standing Advisory Groups:

1. Planning and Zoning Commission
2. Valdez Museum and Historical Archive Board of Directors
3. Ports and Harbors Commission
4. Parks and Recreation Commission
5. Valdez Consortium Library Board
6. Economic Diversification Commission
7. Permanent Fund Investment Committee
8. Beautification Commission

D. Establishment of Temporary Citizen Advisory Groups (Task Force)

1. When considering assignment of a special project or delegation of work to a citizen advisory group, City Council shall first consider assigning such work to an established or standing citizen advisory group.
2. If the work considered does not fit into the mission, purpose, or scope of an established or standing citizen advisory group, a temporary citizen advisory group in the form of a "Task Force" shall be formally established by Council resolution.
3. The City Council resolution establishing the temporary Task Force shall, at a minimum, include the following components:
  - The official name of the Task Force;
  - Scope of work the Task Force is expected to complete (*Task Forces should be limited in scope*);
  - Timeline for work completion and Task Force sunset date (*Task Forces should be temporary in nature*);

- Task Force member composition;
  - Task Force member appointment methodology (appointment by name within the resolution or direction to the City Clerk to solicit for interested and qualified applicants from the general public);
  - Expected Task Force work products and delivery date of said work products to City Council;
  - Designation of city staff or city department to provide staff/administrative support to the Task Force; and
  - Other guidelines as determined by City Council.
4. All temporary Task Forces shall be subject to the same standard policies and procedures established for other citizen advisory groups, including election of a Task Force chair and chair pro tempore during the first Task Force meeting, adherence to attendance and quorum policies, meeting noticing and Alaska Open Meetings Act requirements, use of proper parliamentary procedure and meeting decorum, recording of meeting minutes, and use of the full city legislative management software system.

E. Attendance

1. Any member(s) not able to attend a particular meeting must notify their Staff Liaison as far in advance as possible.
2. Attendance policies and procedures for the Valdez Museum and Historical Archive Association Board of Directors are outlined in the VMHA By-Laws and may differ slightly from this section.
3. A member may participate via telephone in a Board, Commission, Task Force, or Committee meeting. ~~-, except members of the Planning and Zoning Commission, which are bound by the attendance requirements set forth in II (H).~~
4. No more than three members may participate via telephone at any one meeting. A quorum of members must be physically present.

5. The member shall notify the Staff Liaison, if reasonably practicable, at least twenty- four hours in advance of a meeting which the member proposes to attend by telephone and shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service.
6. At the meeting, the Staff Liaison shall establish the telephone connection when the call to order is imminent.
7. A member participating by telephone shall be counted as present for purposes of discussion, and voting.
8. The member participating by telephone shall make every effort to participate in the entire meeting. From time to time during the meeting the Chair shall confirm the connection.
9. The member participating by telephone may ask to be recognized by the Chair to the same extent as any other member.
10. To the extent reasonably practicable, the Staff Liaison shall provide backup materials to members participating by telephone.
11. If the telephone connection cannot be made or is made then lost, the meeting shall commence or continue as scheduled and the Administrator shall attempt to establish or restore the connection.
12. Meeting times shall be expressed in Alaska time regardless of the time at the location of any member participating by telephone.
13. Participation by telephone shall be allowed for regular, special, work sessions and sub-committee meetings of the Committee or Commission.
14. Remarks by members participating by telephone shall be transmitted so as to be audible by all members and the public in attendance at the meeting.

15. All votes shall be taken by audible roll call vote.
16. As used in these rules, "telephone" means any system for synchronous two-way voice communication. "Chairperson" includes the Acting Chair or any other member serving as chair of the meeting.
17. A quorum (majority of the members) must be present at all times during a meeting or work session of the commission or committee.
18. The seat of any member, including the Chair, shall become vacant if the member is absent from three consecutive regular meetings, except where advance requests for extended absences are authorized by a formal vote of a majority of the applicable citizen advisory group.  
  
The Deputy City Clerk shall forward to Council for formal action the request to remove a member after three consecutive absences occurring without advance authorization.
19. Any member wishing to resign from a citizen advisory group prior to the completion of their full term shall provide written notice to their Staff Liaison who will forward such notice to the City Clerk's Office for processing and formal acceptance by City Council.

F. Travel Authorization

All travel for members of Boards, Commissions, Advisory Groups, or members of other community service organizations for which city funding is requested, shall be coordinated through the City Clerk and is to be approved in advance by a vote of the council.

XIV. **CITIZENS' RIGHTS:**

- A. Addressing the Council: Any person desiring to address Council by oral communication shall first secure the permission of the Chair.

- B. Manner of Addressing the Council -- Time Limit: Each person addressing the Council other than as a scheduled Public Appearance shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record.

The time allowed for public testimony is five minutes, individually or by agent. A person may give individual testimony and testify as an agent of another, but may not exceed five minutes total. Additional time may be granted by the Mayor, upon motion and approval by the Council, to a person testifying who possesses special knowledge or expertise on the matter being heard. The five-minute limitation shall be strictly enforced by the Mayor.

All remarks shall be addressed to the Council as a body and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through members of the Council. No questions shall be asked the Council members except through the Chair.

- C. Personal and Slandorous Remarks: Any person making personal, non-germane or slanderous remarks or who shall become boisterous while addressing the Council may be requested to leave the meeting.
- D. Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Clerk and copies will be distributed to the Council members.

## **XV. ADMINISTRATIVE OFFICERS:**

- A. Definitions:

For the purposes of this section, Administrative Officers refer to the City Manager and City Clerk who work directly for the City Council as authorized and defined by the City Charter, Chapter V - The Administrative Service:

- B. Manner of Employment: The City Manager and City Clerk will be employed or engaged via negotiated individual contracts approved by the City Council.

- C. Evaluations: The City Council will evaluate the performance of the City Manager and the City Clerk under direct employment on a periodic basis, but not less than once annually.
- D. Annual Evaluation Process: The City Council will employ the following annual evaluation process:
  - 1. Two regular Council meetings before an evaluation, the City Council will be provided the currently adopted evaluation form(s) for the Officer being evaluated, and appoint a council member to serve as "evaluation chairperson" for that specific evaluation.
  - 2. Each City Council Member will fill out the evaluation form(s) individually.
  - 3. One regular Council meeting before the evaluation, the City Council will meet in Executive Session (without the Officer being evaluated\*) to discuss the performance and reach consensus regarding final disposition of the evaluation form(s).
  - 4. The evaluation chairperson will compile the final version of the evaluation form(s) and provide a copy to the full Council and the Officer being evaluated, not less than seven calendar days prior to the evaluation.
  - 5. The annual evaluation will occur at the next regular City Council meeting in Executive Session\*.
  - 6. All evaluation forms will be considered confidential and will not be released without the express written permission of the Officer being evaluated.

\*AS 44.62.310 (c) (2) allows a governing body to meet in executive session on matters which tend to prejudice the reputation and character of any person, except that the person to be discussed is entitled to notice and may insist upon open discussion.

**City Council, City Manager, and City Clerk Travel Report - Q4 2021**

Name of Traveler	Title	Dates of Travel	Event	Drive	Fly	Per Diem	Lodging	Registration	Cab or Rental Car + Gas	Parking Fees	Other	Total Cost	Notes
Sharon Scheidt	Mayor	November 14-18, 2021	AML/ACoM Annual Conferences	\$347.20	\$0.00	\$317.60	\$588.00	\$475.00	\$0.00	\$180.00	\$0.00	\$1,907.80	
Alan Sorum	Mayor Pro Tem	November 14-17, 2021	AML Annual Conference	\$347.20	\$0.00	\$245.00	\$352.80	\$350.00	\$0.00	\$102.00	\$0.00	\$1,397.00	
Todd Wegner	Council Member	November 14-17, 2021	AML Annual Conference	\$0.00	\$109.01	\$245.00	\$352.80	\$350.00	\$0.00	\$0.00	\$0.00	\$1,056.81	
Jimmy Devens	Council Member	November 14-17, 2021	AML Annual Conference	\$347.20	\$0.00	\$245.00	\$352.80	\$350.00	\$0.00	\$133.40	\$0.00	\$1,428.40	
Susan Love	Council Member	November 14-17, 2021	AML Annual Conference	\$347.20	\$0.00	\$245.00	\$352.80	\$350.00	\$0.00	\$102.00	\$0.00	\$1,397.00	
Dawson Moore	Council Member	November 14-17, 2021	AML Annual Conference	\$347.20	\$0.00	\$245.00	\$352.80	\$350.00	\$0.00	\$108.00	\$0.00	\$1,403.00	
Mark Detter	City Manager	October 1-10, 2021	ICMA Annual Conference	\$347.02	\$385.49	\$455.00	\$1,145.25	\$1,316.00	\$0.00	(\$276.00)	(\$20.35)	\$3,352.41	
Mark Detter	City Manager	November 14-19, 2021	AML/AMMA Annual Conferences	\$0.00	\$218.02	\$0.00	\$588.00	\$525.00	\$0.00	\$0.00	\$0.00	\$1,331.02	
Sheri Pierce	City Clerk	October 20-26, 2021	IIMC Travel				No Cost to City - Attendance Part of IIMC President Responsibilities - All Travel Reimbursable Through IIMC						
Sheri Pierce	City Clerk	November 14-20, 2021	AML/AAMC Annual Conferences	\$0.00	\$268.00	\$0.00	\$921.60	\$350.00	\$534.83	\$108.00	\$7.25	\$2,189.68	Rental car for group
Sheri Pierce	City Clerk	December 6-18, 2021	IIMC Travel				No Cost to City - Attendance Part of IIMC President Responsibilities - All Travel Reimbursable Through IIMC						





## Legislation Text

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**File #:** 22-0140, **Version:** 1

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**ITEM TITLE:**

Report: Temporary Land Use Permit #22-01 for Wilson Brothers Distributing for Six Months, for a 2.87-acre portion of 226 S Harbor Drive, Tract G, Harbor Subdivision

**SUBMITTED BY:** Nicole LeRoy, Planning Technician

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

Planning Department staff received a temporary land use permit application from Wilson Brother's Distributing Company for use of a 2.87-foot portion of 226 South Harbor Drive, Tract G, Harbor Subdivision owned by the City of Valdez.

Wilson Brother's has requested use of the property for parking of refrigeration trailers for fish processing, and a truck to move the trailers. Mr. Wilson indicated that they may also use a generator at the site to power the refrigerators. They have requested to use the property May 1- October 31, 2022.

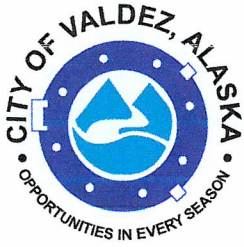
Public Works Director Rob Comstock, Capital Facilities Director Nate Duval, and Ports and Harbors Director Jeremy Talbot were solicited for comments on the application. They expressed no objection to the location, use, and timeframe requested by Wilson Brothers. However, Mr. Duval and Mr. Comstock recommended the inclusion of spill containment language in the TLUP. Staff will consult with the legal department to get appropriate oil spill containment language in the permit. Mr. Talbott also requested an emergency access lane be maintained on the property for City personnel in the event of a need for an emergency staging area. Mr. Wilson submitted an updated drawing showing where he will maintain Port access to the rear of the property.

Fees for temporary land use permits are established by City Council with Resolution #12-36 which states "For permits exceeding two acres in size, and for a period of six months or less, the fee shall be ten percent of the fair market value per acre of the property, divided by twelve and multiplied by the number of months for which the permit is issued." The fair market value for Light Industrial lands is determined to be \$15,000.00/acre. As such, the monthly fee for use of a 2.87-acre portion of the

property will be \$358.75.

Per VMC 17.48.140 1, TLUP holders are required to hold a minimum \$1,000,000.00 general liability insurance policy naming the City as an additional insured party with a waiver of subrogation endorsement in favor of the city for the duration of the permit. Mr. Wilson has indicated he will be able to provide proof of such coverage.

Per VMC 17.48.140 H3, after a temporary land use permit is approved by the Planning and Zoning Commission, the decision will be reported to City Council. The Planning and Zoning Commission approved this TLUP on February 23, 2022.



## CITY OF VALDEZ TEMPORARY LAND USE PERMIT APPLICATION

All fields are required. If not applicable, please mark with N/A or dash.

### Office Use Only

Application Number 22-01 Date Received 02/01/2022  
Initials KWH Zoning District Light Industrial  
Permitted Use? ☒ Yes ☐ No

### APPLICANT INFORMATION

Name Wilson Brothers Dist CO. INC.  
Phone 907-835-2422  
Email curt@WBDAK.com  
Mailing Address P.O. box 3625  
Valdez, AK 99686

### REPRESENTATIVE INFORMATION (if applicable)

Name Curt Wilson  
Phone 907-831-2422  
Email curt@WBDAK.com  
Mailing Address P.O. box 3625  
Valdez, AK 99686

### PROPERTY INFORMATION

Property Owner Name City of Valdez  
Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision/Survey \_\_\_\_\_  
Physical Address 226 S Harbor Dr.  
Property Description vacant lot - see offer  
Proposed Use of Area (attach a narrative, if more detail is required)

to Rent Empty Reefer trailers  
For Fish Processing!

See attached emails below

Total Use Area Dimensions 125,000 sq ft  
Term Requested 5 months - start time May 1<sup>st</sup>  
Parking Area Dimensions 125,000 sq ft

**TEMPORARY BUILDINGS/STRUCTURES** (if applicable)

Detail the number of temporary buildings, and the dimensions, type, and use for each.

**ORGANIZATION TYPE**

- ☐ Individual ☒ Corporation  
☐ Sole Proprietorship ☐ Non Profit  
☐ Partnership ☐ Other (please explain) \_\_\_\_\_

**ADDITIONAL MATERIALS REQUIRED** (the following must be submitted when applying for a TLUP)

- ☐ **Site Plan** (including lot boundaries, use area boundaries, parking dimensions, and proposed temporary buildings)  
☐ **Certificate of Liability Insurance** (may be submitted following approval, but is required prior to permit issuance)  
☐ **State of Alaska Business License** (and any applicable professional licenses)  
☐ **City of Valdez Business Registration**

APPLICANT SIGNATURE

*Curt Wilson*

DATE

2-1-22

over 15:45

(Your signature above certifies that you are the official representative of this business and that all information included on this form is accurate.)

**ADDITIONAL INFORMATION**

Forms may be emailed to [planningdept@valdezak.gov](mailto:planningdept@valdezak.gov) or droppe  
For a fillable PDF form, visit [valdezak.gov/275/City-Forms](http://valdezak.gov/275/City-Forms)

To submit via mail, send to the following address:

**Planning Department**  
**City of Valdez**  
**PO Box 307**  
**Valdez, AK 99686**

**QUESTIONS?**

Call the City of Valdez Planning Department at **907-834-3401** or e



**Curt Wilson**

Office: (907) 835-2422  
Cell: (907) 831-2422

Fax: (907) 835-2410  
E-Mail: [curt@wbdk.com](mailto:curt@wbdk.com)

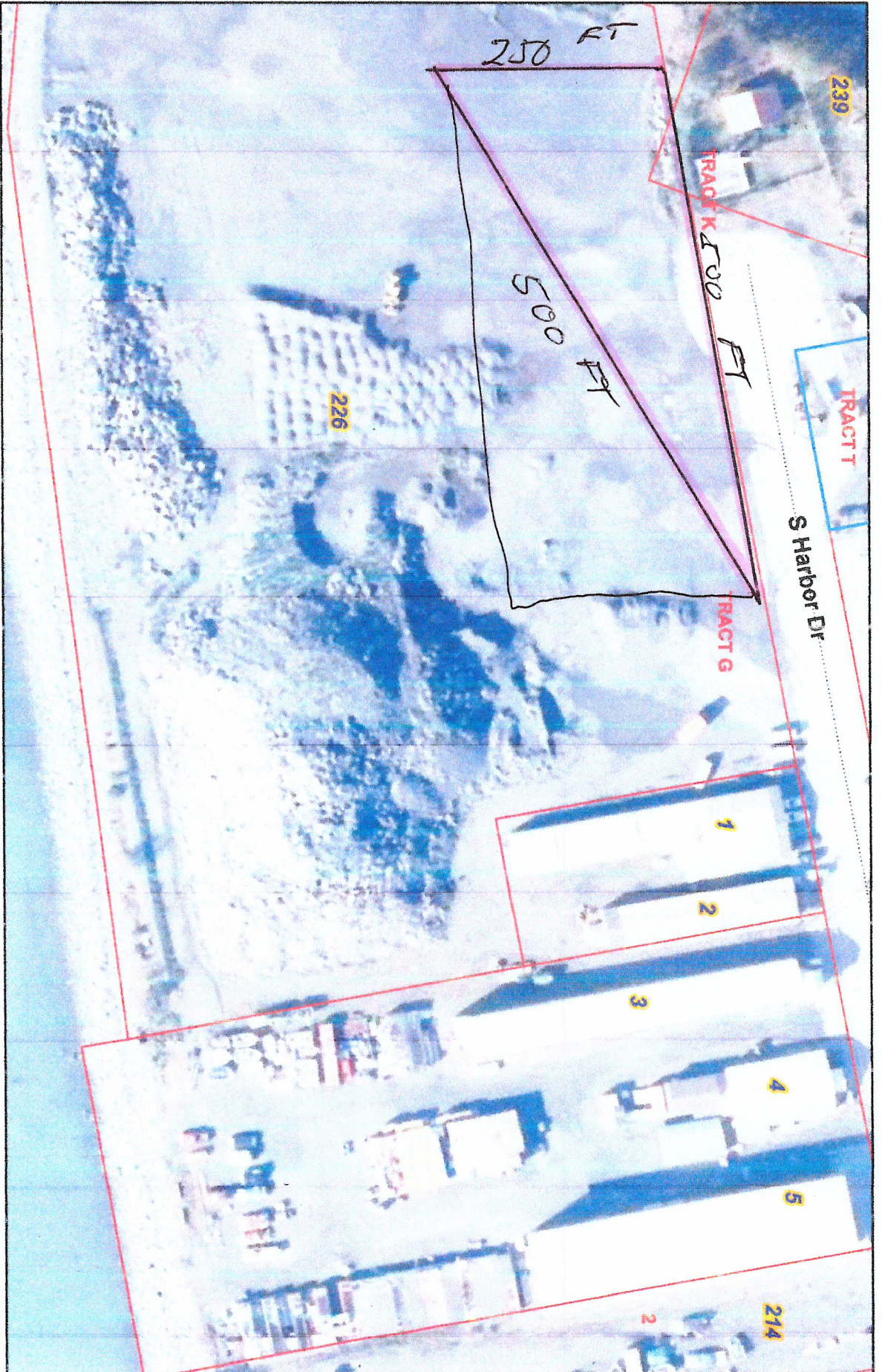


**Valdez:**  
1800 Mineral Creek Lp Rd.  
P.O. Box 3625  
Valdez, AK 99686

**Anchorage:**  
3027 Rampart Dr.  
Anchorage, AK 99501



# 226 S Harbor Drive



1/24/2022, 4:31:22 PM

COVparcels

Valdez City Limits



**From:** [Curt Wilson](#)  
**To:** [Nicole LeRoy](#)  
**Subject:** RE: Lynden/ Wilson Brothers Property-- Size?  
**Date:** Wednesday, February 2, 2022 3:33:30 PM

---

Nicole, can you add to my application, that we may want to put a small gen-set on site for electrical power to run refrigeration units.

Regards,  
Curt Wilson

Office: 907.835.2422  
Fax: 907.835.2410  
Cell: 907.831.2422  
Email: [curt@wbdak.com](mailto:curt@wbdak.com)

-----Original Message-----

From: Nicole LeRoy <[NLeRoy@ValdezAK.Gov](mailto:NLeRoy@ValdezAK.Gov)>  
Sent: Wednesday, February 2, 2022 3:25 PM  
To: Curt Wilson <[Curt@wbdak.com](mailto:Curt@wbdak.com)>  
Subject: RE: Lynden/ Wilson Brothers Property-- Size?

Hi Curt,

An area of 2.86 acres will be charged at \$357.50/month. Areas less than 2 acres in size are charged at \$250/month.

Nicole

-----Original Message-----

From: Curt Wilson <[Curt@wbdak.com](mailto:Curt@wbdak.com)>  
Sent: Wednesday, February 2, 2022 11:59 AM  
To: Nicole LeRoy <[NLeRoy@ValdezAK.Gov](mailto:NLeRoy@ValdezAK.Gov)>  
Subject: RE: Lynden/ Wilson Brothers Property-- Size?

Reefers for the fish plants, and a truck that moves the trailers in and out of the plants. Probably 10-15 spots. Guessing.

Regards,  
Curt Wilson

Office: 907.835.2422  
Fax: 907.835.2410  
Cell: 907.831.2422  
Email: [curt@wbdak.com](mailto:curt@wbdak.com)

-----Original Message-----

From: Nicole LeRoy <[NLeRoy@ValdezAK.Gov](mailto:NLeRoy@ValdezAK.Gov)>  
Sent: Wednesday, February 2, 2022 11:02 AM  
To: Curt Wilson <[Curt@wbdak.com](mailto:Curt@wbdak.com)>  
Subject: RE: Lynden/ Wilson Brothers Property-- Size?

Hey Curt,

Thanks for your TLUP application. Based on our conversation, it sounds like you wanted to add parking for Wilson Brother vehicles, not just reefer storage? Would you just reply to this email with the full scope of what you're wanting to do. If it's just reefer storage, that's fine, I just want to make sure we get all your planned uses for the property in one application.

Nicole

-----Original Message-----

From: Nicole LeRoy

Sent: Monday, January 24, 2022 4:47 PM

To: 'Curt Wilson' <Curt@wbdak.com>

Subject: RE: Lynden/ Wilson Brothers Property-- Size?

Hi Curt,

I've attached the temporary land use permit application and an aerial map of Sea Otter here. The insurance requirements are attached as well. Let me know if you have any questions regarding the TLUP process.

1800, 1825 and 1884 Mineral Creek Loop Road totals 8.96 acres.

Nicole

-----Original Message-----

From: Curt Wilson <Curt@wbdak.com>

Sent: Monday, January 24, 2022 11:51 AM

To: Nicole LeRoy <NLeRoy@ValdezAK.Gov>

Subject: Lynden/ Wilson Brothers Property-- Size?

Nicole, when you get this, can you give me a call? 831-2422.

Partner: Curt Wilson



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

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**WILSON BROS DISTRIBUTING COMPANY, INC**

1710 A. SO. RAGOSA CIRCLE, PALMER, AK 99645

owned by

WILSON BROTHERS DISTRIBUTING CO., INC.

is licensed by the department to conduct business for the period

October 7, 2020 to December 31, 2022  
for the following line(s) of business:

42 - Trade



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.

Julie Anderson  
Commissioner



# CITY OF VALDEZ BUSINESS REGISTRATION

**ISSUED TO:**

Wilson Brothers Distributing Co.  
Inc.  
Curt Wilson  
(907) 835-2422  
  
1800 Mineral Creek Loop Road  
Valdez, AK, 99686

**ISSUED BY:**

City of Valdez  
Planning Department  
907-834-3401  
  
PO Box 307  
Valdez, AK 99686

**REGISTRATION NUMBER:** 22-362

**BUSINESS DESCRIPTION:** Food and Beverage Distributor-Freight Consolidation

**BUSINESS TYPE:** grocery/food transportation

**APPROVED BY:****Approval Status**

Approved

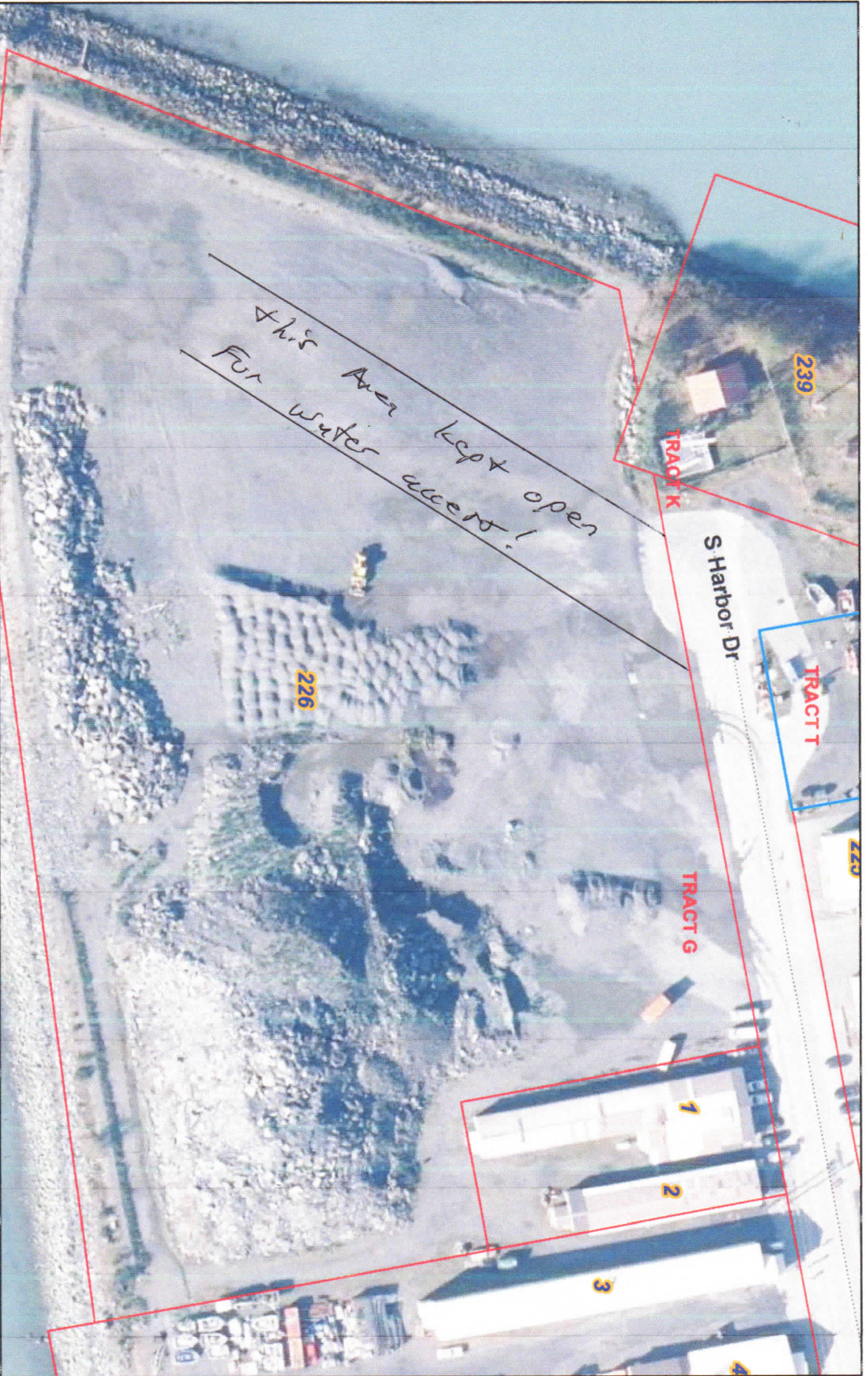
**VALID FROM:** 01/01/2022

**EXPIRES:** 12/31/2022

*This license is non-transferable and is issued in compliance with the City of Valdez, AK per Valdez Municipal Code 5.04.*



226 S Harbor Drive



RECEIVED  
By nleroy at 2:47 pm, Feb 10, 2022

2/10/2022, 11:15:53 AM

COVparcels

Valdez City Limits



## Legislation Text

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**File #:** 22-0141, **Version:** 1

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**ITEM TITLE:**

Treasury Report: January, 2022

**SUBMITTED BY:** Jordan Nelson, Interim Finance Director

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

Monthly treasury report per Municipal Code





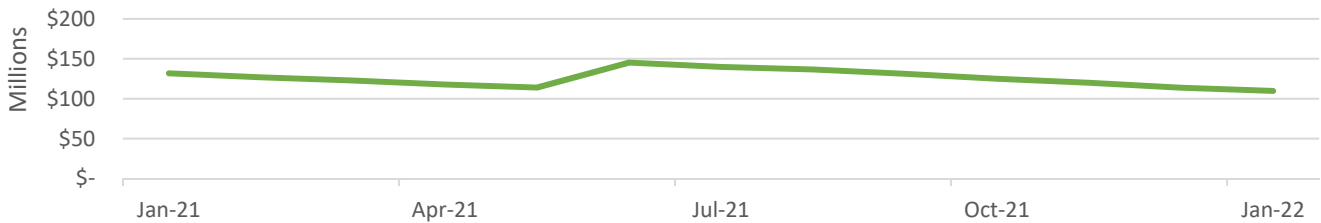
## Monthly Treasury Report

Period Ending: January 31, 2022

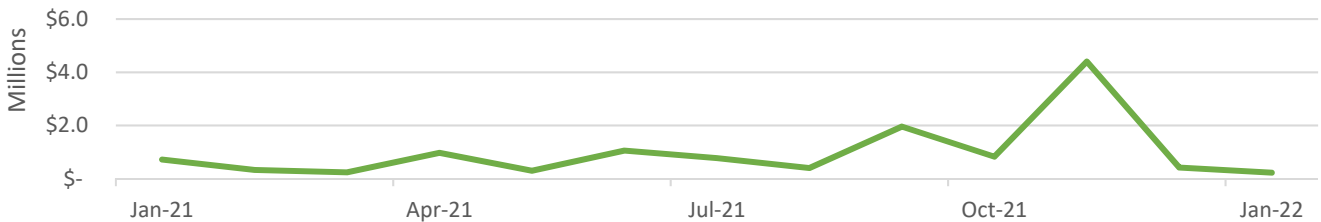
Prepared By: Jordan Nelson, Interim Finance Director

		<u>Begin Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End Balance</u>	<u>Yield</u> <small>Notes</small>
<b>Central Treasury</b>		<b>108,302,961</b>	<b>9,426,094</b>	<b>(13,472,387)</b>	<b>104,256,668</b>	<b>1.06%</b>
Central Treasury	Wells Fargo	78,235,915	-	(3,608,341)	74,627,574	1.47%
Money Market	Wells Fargo	29,722,609	1,500,837	(1,800,000)	29,423,446	0.03%
Checking	Wells Fargo	415,782	6,281,219	(6,473,832)	223,169	0.00%
Payroll	Wells Fargo	(71,345)	1,644,038	(1,590,214)	(17,522)	0.00%
<b>Restricted</b>		<b>5,491,496</b>	<b>0</b>	<b>(11,530)</b>	<b>5,479,966</b>	<b>0.96%</b>
Debt Service	Wells Fargo	5,486,806	-	(11,530)	5,475,276	0.96%
Police	Wells Fargo	4,691	0	-	4,691	0.00%
<b>Total</b>		<b>113,794,457</b>	<b>9,426,094</b>	<b>(13,483,917)</b>	<b>109,736,634</b>	<b>1.06%</b>

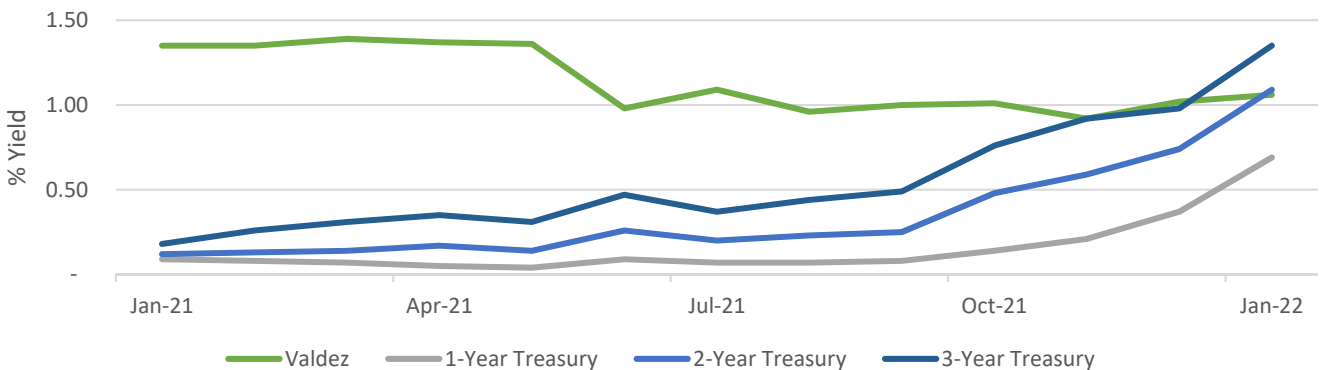
Total Cash & Equivalents



Checking Account Balance



U.S. Treasury Yield Comparison





## Legislation Text

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**File #:** 22-0142, **Version:** 1

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**ITEM TITLE:**

City Manager's Report March 15, 2022

**SUBMITTED BY:** Mark Detter, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and File

**SUMMARY STATEMENT:**

The following is a report of my activities the past two weeks:

February 28<sup>th</sup>-March 4<sup>th</sup>- Several Directors and Supervisors and various staff attended 0-305 AHIMT Training (Incident Management Training) at the Civic Center. The Response Group provided training, including actual Valdez based scenarios related to industrial accidents and Tsunami type events. Staff did an excellent job of engaging in the training.

February 28<sup>th</sup>- March 1<sup>st</sup>- The Police Chief, Assistant City Manager, and City Manager met with 3 School Superintendent candidates.

March 1<sup>st</sup>- City Manager met with Danika Yeager, Interim President of Alyeska and Ben Stevens Vice President, External Affairs & Transportation, Conoco Phillips.

Interactions have been ongoing with different individuals related to State Legislative Issues, including:

On March 5<sup>th</sup>, City Manager provided testimony to House Finance Committee requesting funding for Harbor Grant, supporting recapitalization of Community Assistance Program, increasing funding for Community Jails, and continued support for School Bond Debt reimbursement and Alaska Marine Highway funding at current levels.

-Contact has occurred with State Lobbyist Kim Hutchinson. Mr. Hutchinson gave specific information on the potential energy assistance from the State and increasing property tax exemption for residential properties. Mr. Hutchison believes there is broad support for energy assistance from State at possibly \$1300 per person. Mr. Hutchison believes there is limited possibility that State will increase the property tax exemption from \$50K to \$75K this year.

-Nils Andreassen (Director of AML) recommended contacting Senator Shelly Hughes and express City of Valdez support for providing municipalities with an option to increase the residential property tax exemption from \$50K to \$75K. An e-mail was sent to Senator Hughes expressing support for the optional property tax exemption.

-Nils Andreassen developed a letter for Mat Su Borough, FNSB, Aleutians East, Unalaska, and Valdez urging the State to fulfill its commitment primarily to Harbor debt reimbursement (Also for Eielson AFB Schools). Valdez is technically owed 200K for Harbor debt and AML suggested these municipalities go on record reminding the State of debt reimbursement program.

-Representative George Rauscher also stated he would inquire about the status of the optional property tax exemption and energy assistance from the State.

Contract procurement has occurred for the emergency snow removal project from City Buildings and the primary focus is to obtain labor for snow removal on the High School and Elementary School roofs and then the roofs at Civic Center, PD/City Hall, the Airport, and Museum.

A small committee of individuals associated with 0-3 Families Alliance Group received 4 proposals for Childcare Needs Assessment. The Committee will be evaluating proposals over next few weeks and select proposal to work with Community on assessment.

The City Manager, Assistant City Manager, and Interim Finance Director are slated to attend Infrastructure Grant Symposium on April 11<sup>th</sup> and April 12<sup>th</sup>.





# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 22-0143, **Version:** 1

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**ITEM TITLE:**

City Council Calendars - March & April 2022

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

City Council calendars for March and April 2022 attached for reference.

# March 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6pm – Council Work Session (Topic: Projects Budget #1)  7pm – City Council Regular Meeting	2 5:30pm – Library Board Meeting (@Library)	3 6pm – Council Work Session (Topic: Projects Budget #2)	4	5
6	7 <del>7pm – P&amp;H Commission Meeting</del>	8 6:30pm – PVMC Community Advisory Council Meeting (@PVMC)  7pm – Parks & Rec Commission Meeting	9 7pm – Planning & Zoning Commission Meeting	10	11	12
13	14 6:30pm – School Board Meeting	15 6pm – Council Work Session (Topic: Housing Initiatives)  7pm – City Council Regular Meeting	16 <i>Deputy Clerk Allie Ferko's Last Day of Full-Time Employment with the COV</i>  <del>7pm – Economic Diversification Commission Meeting</del>	17 6:30pm – VMHA Board Meeting (@Museum)	18	19 VMSC Mayor's Cup
20 VMSC Mayor's Cup	21 7pm – P&H Commission Meeting	22	23 7pm – Planning & Zoning Commission Meeting	24	25	26
27 5:30pm – Earthquake Remembrance Ceremony & Reception (Hosted by the Valdez Pioneers; Ceremony @ Kelsey Dock; Reception @ Museum Annex)	28 <b>Holiday</b>  City Executive Staff Retreat Facilitated by Karen Kirk  6:30pm – School Board Meeting	29	30	31		

Note 1: This calendar is subject to change. Contact the Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 03.10.2022

# April 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					<sup>1</sup> VAA Fatbike Bash	<sup>2</sup> VAA Fatbike Bash  AVV Women of Distinction
<sup>3</sup> VAA Fatbike Bash	<sup>4</sup> 7pm – P&H Commission Meeting	<sup>5</sup> 7pm – City Council Regular Meeting	<sup>6</sup> 5:30pm – Library Board Meeting (@Library)	<sup>7</sup>	<sup>8</sup>	<sup>9</sup>
<sup>10</sup>	<sup>11</sup> 6:30pm – School Board Meeting	<sup>12</sup> 6:30pm – PVMC Community Advisory Council Meeting (@PVMC)  7pm – Parks & Rec Commission Meeting	<sup>13</sup> 7pm – Planning & Zoning Commission Meeting	<sup>14</sup>	<sup>15</sup> VMSC Mountain Man Hill Climb	<sup>16</sup> VMSC Mountain Man Hill Climb
<sup>17</sup> VMSC Mountain Man Hill Climb	<sup>18</sup> Absentee (Early) Voting Available  7pm – P&H Commission Meeting	<sup>19</sup> Absentee (Early) Voting Available  7pm – City Council Regular Meeting	<sup>20</sup> Absentee (Early) Voting Available  Noon – Flood Mitigation Task Force Meeting  7pm – Economic Diversification Commission Meeting	<sup>21</sup> Absentee (Early) Voting Available  6:30pm – VMHA Board Meeting (@Museum)  5:30pm – Board of Equalization Hearing	<sup>22</sup> Absentee (Early) Voting Available	<sup>23</sup>
<sup>24</sup>	<sup>25</sup> Absentee (Early) Voting Available  6:30pm – School Board Meeting	<sup>26</sup> Absentee (Early) Voting Available	<sup>27</sup> Absentee (Early) Voting Available  7pm – Planning & Zoning Commission Meeting	<sup>28</sup> Absentee (Early) Voting Available	<sup>29</sup> Absentee (Early) Voting Available	<sup>30</sup> VMSC Spring SXS Race

Note 1: This calendar is subject to change. Contact the Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 03.10.2022