



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and NORTH STAR FIRE PROTECTION, LLC (“Contractor”) is effective on the ____ day of _____, 2025.

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

**Project: 2025 Fire Prevention Systems Inspections
Contract No.: 2297
Cost Code: 001-4200-43400**

Contractor’s project manager under this agreement is James Hoferer.

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

City’s project manager is Stanley Porritt.

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 Appendix B which is incorporated herein by reference in an amount not to exceed \$44,258.00 annually.

ARTICLE 3. Period of Performance

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

3.2 The period of performance for annual work under this agreement shall end and Contractor shall have completed all work under this agreement by December 31, 2025, for the first year of the term and December 31, 2026, for the second year of the term. This is a two-year contract with the option for a yearly renewal for up to three additional years.

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
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ARTICLE 4. Subcontractors

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

ARTICLE 5. Insurance

5.1 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

*(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

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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.

**NORTH STAR FIRE PROTECTION,
LLC**

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

John Douglas, City Manager

Date: _____

Printed name

ATTEST:

Date: _____

Sheri L. Pierce, MMC, City Clerk

Title: _____

Date: _____

FEDERAL ID #: _____

RECOMMENDED:

Mailing Address

Nathan Duval, Capital Facilities Director

City, State, Zip Code

Date: _____

Signature of Company Secretary or Attest

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Date: _____

Jon S. Wakeland

Date: _____



Appendix A Scope of Work

BASIC SERVICES

1. Fire Alarm Panel Inspections:

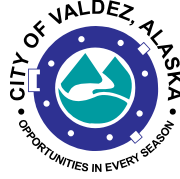
- a. Inspect all fire alarm panels and certify that they are in good functioning order. Note any problems or issues that need to be corrected.
- b. Certify (Tag) all panels with appropriate documentation as required by code. If deficiencies in panel operation are found, perform corrections if possible. If correction of the problem is not possible, notify the city maintenance staff of the need to have certified technicians hired to correct the problem. Any problem to a panel that needs to be corrected may be billed as an extra charge to the City of Valdez at pre-agreed hourly rate. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation report of panel certifications to the City of Valdez within 30 days of inspection.

2. Fire Suppression Systems Inspections:

- a. Inspect all sprinkler systems for correct operation as per code.
- b. Maintain accurate records of benchmark inspections, including but not limited to: annual inspections, pressure gauge calibrations and or replacement, five-year interior pipe inspections, and ten-year dry sprinkler replacement. Notify the City of these additional benchmark services in the appropriate years.
- c. Correct any minor deficiencies found to suppression systems that can be accomplished during the inspection trip. Additional work to correct found deficiencies may be billed to City at hourly rates. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- d. Tag sprinklers with annual inspection tag.
- e. Send an annual documentation and report of sprinkler certifications to the City of Valdez within 30 days of inspection.

3. Backflow Preventer Inspections:

- a. Inspect all backflow preventers with required inspection and tag with annual inspection certification tag.
- b. Correct any problems with backflow preventer that can be corrected within the inspection visit. Additional work may be charged to the City of Valdez at agreed rates.



- If correction to backflow preventer is not possible during inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation and report of backflow preventers to the City of Valdez within 30 days of inspection.
4. Annual Fire Extinguisher Inspections:
- a. Vendor will inspect all fire extinguishers on-site and verify all extinguishers meet all code requirements.
 - b. Vendor will notify the city maintenance of any defective extinguishers so the extinguisher can be replaced.
 - c. The City of Valdez will provide the Vendor with an accurate list of all the fire extinguishers with accompanying serial number for tracking.
 - d. Vendor will keep accurate records of annual inspections of existing fire extinguishers and shall notify the City of Valdez when six year and hydro tests are due.
 - e. In the event of the need for six-year inspections, it is expected that Vendor will perform the required emptying, refilling and recharging extinguishers at the building site and immediately replacing the extinguishers back into service with appropriate tags.
 - f. When hydro testing is required, the vendor shall notify the City of Valdez in advance so a process of replacement can be negotiated in a way that the City of Valdez can maintain the required number of functioning fire extinguishers in every building.
 - g. Any fire extinguishers that are unavailable to be inspected during the scheduled visit can be charged an extra charge to the city to re-inspect.
 - h. Send an annual extinguisher report to the City of Valdez within 30 days of inspection.
5. Semi-Annual /Annual Hood Inspections and chemical suppression systems:
- a. Inspect and clean kitchen hoods twice a year and tag as per code.
 - b. Inspect hood fire suppression system twice a year as per code and tag.
 - c. Keep records of pressure vessel inspections and replace or recharge as needed.
 - d. The City of Valdez has two special fire suppression systems in two generator sheds, one at the High School/Middle School complex and the other at the Elementary School. Both these suppression systems need to be inspected bi-annually as per code with the kitchen hood inspections.
 - e. If deficiencies are found, Vendor should try to correct during inspection visit at regular hourly rate. If correction is not possible on inspection trip, Vendor will provide a proposal for a return trip to complete necessary work.
 - f. Send inspection reports to the City of Valdez within 30 days of inspection.

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Inspections
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The scope of work is more specifically described in the attached proposal dated November 15, 2024 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

Appendix B

Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$44,258.00 annually per the attached proposal dated November 15, 2024, including the summary below, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Base Bid:	\$33,848.00
Second Hood Cleaning:	\$ 6,410.00
Addl Mob/Demob for Second Kitchen Hood Cleaning and Inspection:	\$ 3,200.00
Addl Mob/Demob for Second Special Hazard Inspection:	<u>\$ 800.00</u>
Total Bid Amount:	<u>\$44,258.00</u>



**City of Valdez
REQUEST FOR QUOTES**

**Project Name: 2025 Fire Prevention System Inspections
Contract No.: TBD
Cost Code: 001-4200-43400**

October 17, 2024

Dear Contractor:

This project includes, but is not necessarily limited to:

1. Fire Alarm Panel Inspections:

- a. Inspect all fire alarm panels and certify that they are in good functioning order. Note any problems or issues that need to be corrected.
- b. Certify (Tag) all panels with appropriate documentation as required by code. If deficiencies in panel operation are found, perform corrections if possible. If correction of the problem is not possible, notify the city maintenance staff of the need to have certified technicians hired to correct the problem. Any problem to a panel that needs to be corrected may be billed as an extra charge to the City of Valdez at pre-agreed hourly rate. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation report of panel certifications to the City of Valdez within 30 days of inspection.

2. Fire Suppression Systems Inspections:

- a. Inspect all sprinkler systems for correct operation as per code.
- b. Maintain accurate records of benchmark inspections, including but not limited to: annual inspections, pressure gauge calibrations and or replacement, five-year interior pipe inspections, and ten-year dry sprinkler replacement. Notify the City of these additional benchmark services in the appropriate years.
- c. Correct any minor deficiencies found to suppression systems that can be accomplished during the inspection trip. Additional work to correct found deficiencies may be billed to City at hourly rates. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- d. Tag sprinklers with annual inspection tag.
- e. Send an annual documentation and report of sprinkler certifications to the City of Valdez within 30 days of inspection.



3. Backflow Preventer Inspections:

- a. Inspect all backflow preventers with required inspection and tag with annual inspection certification tag.
- b. Correct any problems with backflow preventer that can be corrected within the inspection visit. Additional work may be charged to the City of Valdez at agreed rates. If correction to backflow preventer is not possible during inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation and report of backflow preventers to the City of Valdez within 30 days of inspection.

4. Annual Fire Extinguisher Inspections:

- a. Vendor will inspect all fire extinguishers on-site and verify all extinguishers meet all code requirements.
- b. Vendor will notify the city maintenance of any defective extinguishers so the extinguisher can be replaced.
- c. The City of Valdez will provide the Vendor with an accurate list of all the fire extinguishers with accompanying serial number for tracking.
- d. Vendor will keep accurate records of annual inspections of existing fire extinguishers and shall notify the City of Valdez when six year and hydro tests are due.
- e. In the event of the need for six-year inspections, it is expected that Vendor will perform the required emptying, refilling and recharging extinguishers at the building site and immediately replacing the extinguishers back into service with appropriate tags.
- f. When hydro testing is required, the vendor shall notify the City of Valdez in advance so a process of replacement can be negotiated in a way that the City of Valdez can maintain the required number of functioning fire extinguishers in every building.
- g. Any fire extinguishers that are unavailable to be inspected during the scheduled visit can be charged an extra charge to the city to re-inspect.
- h. Send an annual extinguisher report to the City of Valdez within 30 days of inspection.

5. Semi-Annual /Annual Hood Inspections and chemical suppression systems:

- a. Inspect and clean kitchen hoods twice a year and tag as per code.
- b. Inspect hood fire suppression system as per code and tag.
- c. Keep records of pressure vessel inspections and replace or recharge as needed.
- d. If deficiencies are found, Vendor should try to correct during inspection visit at regular hourly rate. If correction is not possible on inspection trip, Vendor will provide a proposal for a return trip to complete necessary work.
- e. Send inspection reports to the City of Valdez within 30 days of inspection.

This is a two-year contract with the option for a yearly renewal for up to three additional years.



A copy of the quote schedule is attached for your use in submitting quotes. Quotes will be accepted until 2:00 pm local time on November 15, 2024, at the office of the Building Maintenance Supervisor, 555 W. Egan Street, PO Box 307, Valdez, Alaska 99686. Quotes will be accepted via email, fax, mail, or in person. Fax number: 907-835-5510. The City's Project Manager is Stanley Porritt; sporritt@valdezak.gov.

All bidders should visit the site and view existing conditions before submitting quotes.

The following items must be included within your quote:

1. Copy of current Alaska Contractor License.
2. Copy of current Alaska Business License.
3. Copy of current City of Valdez Business License.
4. Proof of Insurance

The City reserves the right to waive any irregularities or informalities in a quote, to reject any and all quotes without cause, and to re-solicit for quotes.

The current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law. The requirement of the Alaska Employment Preference Act (AS 36.10) must be met in performing the work of this Quote. Certified payrolls must be submitted to the Alaska Department of Labor.

If you have any further questions or comments, please do not hesitate to contact the assigned project manager.



City of Valdez
Addendum Acknowledgement

Project: 2025 Fire Prevention System Inspections
Contract No.: TBD

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number	<u>1</u>	Dated	<u>10/28/24</u>	Initials	_____
Addendum Number	<u>2</u>	Dated	<u>10/30/24</u>	Initials	_____
Addendum Number	<u>3</u>	Dated	<u>11/1/24</u>	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	_____

Nathan Star Fire Protection

Company Name

James Hoferer

Authorizing Name

11-15-2024

Date

General Manager

Title

J. Hoferer
Signature



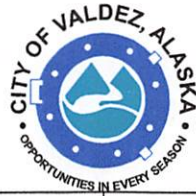
City of Valdez
Project: 2025 Fire Prevention System Inspections
Contract No.: TBD

I. Fire Alarm Panel Inspections

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	SIEMANS FHA2056 Airport 304 Airport Rd Valdez, AK 99686	1	EACH	528.00	528.00
2	EST FS-302 Animal Shelter 276 East Egan Valdez, AK 99686	1	EACH	264.00	264.00
3	Fire Shield FS-502 Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	1	EACH	264.00	264.00
4	SIMPLEX 4008 Building Maintenance 555 West Egan Valdez, AK 99686	1	EACH	264.00	264.00
5	EST i064 City Hall 212 Chenega Ave Valdez, AK 99686	1	EACH	264.00	264.00
6	Siemens Desigo Modular Civic Center 314 Clifton Dr Valdez, AK 99686	1	EACH	528.00	528.00
7	NOTIFIER SFP-5UD Council Chambers 312 Chenega Ave Valdez, AK 99686	1	EACH	264.00	264.00
8	SIEMANS FS-250 Library 212 Fairbanks Street Valdez, AK 99686	1	EACH	264.00	264.00



<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
9	SIEMANS SF-250 Museum 217 Egan St. Valdez, AK 99686	1	EACH	264.00	264.00
10	GAMEWELL Museum Annex 460 Ferry Way Valdez, AK 99686	1	EACH	264.00	264.00
11	GE FS-1004 Recreation Center 414 Hanagita St. Valdez, AK 99686	1	EACH	264.00	264.00
12	EST i064 Senior Center 1300 Hanagita Place Valdez, AK 99686	1	EACH	264.00	264.00
13	Kidde Fireworx Bilge Water Treatment Facility, New Harbor Valdez, AK 99686	1	EACH	380.00	380.00
14	EST3 Herman Hutchens Elementary School 1009 West Klutina St. Valdez, AK 99686	1	EACH	264.00	264.00
15	EST3 Gilson Middle School 357 Robe River Dr. Valdez, AK 99686	1	EACH	264.00	264.00
16	EST3 Valdez High School 319 Robe River Dr. Valdez, AK 99686	1	EACH	800.00	800.00
17	EST3 School District Office 1112 West Klutina St. Valdez, AK 99686	1	EACH	264.00	264.00
18	Honeywell ES-200X School Bus Barn 613 W. Egan St. Valdez, AK 99686	1	EACH	264.00	264.00



<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
19	NOTIFIER Fire Station #1 407 West Pioneer Valdez, AK 99686	1	EACH	264.00	264.00



II. Fire Sprinkler System Inspections

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
2	City Hall 212 Chenega Ave Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
3	Civic Center 314 Clifton Dr. Valdez, AK 99686	1-Wet System 3 - Dry System	EACH	380.00	380.00
4	Library 212 Fairbanks Street Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
5	Fire Station #1 407 West Pioneer Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
6	Museum 217 Egan Street Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
7	Museum Annex 460 Ferry Way Valdez, AK 99686	3-Dry Systems	EACH	380.00	380.00
8	Senior Center 1300 Hanagita St. Valdez, AK 99686	1-Wet System 1-Dry System	EACH	380.00	380.00
9	Recreation Center 414 Hanagita St. Valdez, AK 99686	1-Wet System 1-Dry System	EACH	380.00	380.00
10	HH Elementary School 1009 West Klutina Valdez, AK 99686	1-Wet System	EACH	380.00	380.00



<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	GMS Middle School 357 Robe River Dr, Valdez, AK 99686	3-Wet System	EACH	380.00	380.00
12	Valdez High School 319 Robe River Dr. Valdez, AK 99686	3-Wet System	EACH	380.00	380.00
13	Bilge Water Treatment Facility 196 South Harbor Drive Valdez, AK 99686	1-Wet System	EACH	380.00	380.00



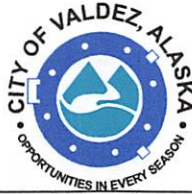
III. Backflow Preventer Inspections

<u>Item No.</u>	<u>Location</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	2	EACH	75.00	150.00
2	Museum 217 Egan St. Valdez, AK 99686	2	EACH	75.00	150.00
3	Museum Annex 460 Ferry Way Valdez, AK 99686	1	EACH	75.00	75.00
4	Senior Center 1300 Hanagita Place Valdez, AK 99686	1	EACH	75.00	75.00
5	Valdez High School 319 Robe River Dr. Valdez, AK 99686	1	EACH	75.00	75.00
6	Gilson Middle School 357 Robe River Dr. Valdez, AK 99686	3	EACH	75.00	225.00
7	Small Boats Harbor/South Harbor 300 N. Harbor Drive Valdez, AK 99686	12	EACH	75.00	900.00
8	Kelsey Dock Facility Hazelet Ave. Valdez, AK 99686	2	EACH	75.00	150.00
9	Valdez Container Terminal Mineral Creek Loop Road Valdez, AK 99686	5	EACH	75.00	375.00
10	New Fire Station 407 West Pioneer Valdez, AK 99686	1	EACH	75.00	75.00

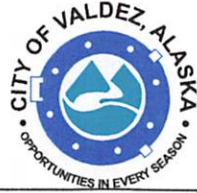


IV. Annual Fire Extinguisher Inspections: All extinguishers are 10-lb Dry Chemical ABC extinguishers, unless noted.

<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Airport 304 Airport Rd Valdez, AK 99686	27	EACH	6.00	162.00
2	Animal Shelter 276 East Egan Valdez, AK 99686	2	EACH	6.00	12.00
3	Animal Shelter 276 East Egan Valdez, AK 99686 20 lb Dry Chemical	1	EACH	6.00	6.00
4	Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	7	EACH	6.00	42.00
5	Building Maintenance Shop 555 West Egan Valdez, AK 99686	8	EACH	6.00	48.00
6	Building Maintenance Shop 555 West Egan Valdez, AK 99686 20 lb Dry Chemical ABC	1	EACH	6.00	6.00
7	City Hall, Police Department, and City Storage 212 Chenega Ave Valdez, AK 99686	15	EACH	6.00	90.00
8	City Hall, Police Department, and City Storage 212 Chenega Ave Valdez, AK 99686 20-lb Dry Chemical ABC	4	EACH	6.00	24.00
9	Civic Center 314 Clifton Dr Valdez, AK 99686	27	EACH	6.00	162.00
10	Civic Center 314 Clifton Dr Valdez, AK 99686 20-lb Dry Chemical	1	EACH	6.00	6.00



<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	Civic Center 314 Clifton Dr Valdez, AK 99686 24-lb Wet Chemical	1	EACH	6.00	6.00
12	Council Chambers 312 Chenega Ave Valdez, AK 99686	4	EACH	6.00	24.00
13	Goldfields Softball Complex Mile 1.5 Richardson Hwy Valdez, AK 99686	2	EACH	6.00	12.00
14	Library 212 Fairbanks St Valdez, AK 99686	7	EACH	6.00	42.00
15	Library 212 Fairbanks St Valdez, AK 99686 20-lb Dry Chemical	1	EACH	6.00	6.00
16	Museum 217 Egan St. Valdez, AK 99686	7	EACH	6.00	42.00
17	Museum Annex/Old Shop 460 Ferry Way Valdez, AK 99686	8	EACH	6.00	48.00
18	Senior Center Apartments 1300 Hanagita Place Valdez, AK 99686 2.5 lb	15	Each	6.00	90.00
19	Senior Center Common Areas 1300 Hanagita Place Valdez, AK 99686 10 lb	13	EACH	6.00	78.00
20	Recreation Center 414 Hanagita St. Valdez, AK 99686	6	EACH	6.00	36.00
21	Recreation Center 414 Hanagita St. Valdez, AK 99686 5-lb Dry Chemical ABC	1	EACH	6.00	6.00



<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
22	Herman Hutchens Elem. School 1009 West Klutina St. Valdez, AK 99686	14	EACH	6.00	84.00
23	Gilson Middle School 357 Robe River Dr. Valdez, AK 99686	21	EACH	6.00	126.00
24	Valdez High School 319 Robe River Dr. Valdez, AK 99686	47	EACH	6.00	282.00
25	School District Office 1112 West Klutina St. Valdez, AK 99686	2	EACH	6.00	12.00
26	School Bus Barn 613 West Egan St. Valdez, AK 99686	4	EACH	6.00	24.00
27	Sewer Treatment Plant Well Houses and Lift Stations Valdez, AK 99686	16	EACH	6.00	96.00
28	Vehicle Maintenance Facility (City Shop) 602 West Egan Valdez, AK 99686	9	EACH	6.00	54.00
29	Valdez Container Terminal Mineral Creek Loop Road Valdez, AK 99686	12	EACH	6.00	72.00
30	Valdez Container Terminal Mineral Creek Loop Road Valdez, AK 99686 8-lb Dry Chemical	1	EACH	6.00	6.00
31	Small Boat Harbor 300 N. Harbor Drive Valdez, AK 99686	50	EACH	6.00	300.00
32	Small Boat Harbor 300 N. Harbor Drive Valdez, AK 99686 2.5-lb Dry Chemical	2	EACH	6.00	12.00

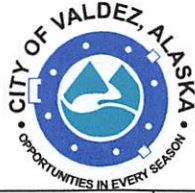


<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
33	Small Boat Harbor 300 N. Harbor Drive Valdez, AK 99686 20-lb Dry Chemical	8	EACH	6.00	48.00
34	South Boat Harbor 196 South Harbor Drive Valdez, AK 99686	8	EACH	6.00	48.00
35	South Boat Harbor 196 South Harbor Drive Valdez, AK 99686 20-lb Dry Chemical	27	EACH	6.00	162.00
36	Kelsey Municipal Dock Hazelet Ave. Valdez, AK 99686	7	EACH	6.00	42.00
37	Kelsey Municipal Dock Hazelet Ave. Valdez, AK 99686 20-lb Dry Chemical	2	EACH	6.00	12.00
38	Fire Stations 407 West Pioneer Valdez, AK 99686	9	EACH	6.00	54.00



V. Annual Hood Inspections & Special Hazards

<u>Item No.</u>	<u>Location</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Civic Center 314 Clifton Dr Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
2	Civic Center 314 Clifton Dr Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
3	Senior Center 1300 Hanagita Place Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
4	Senior Center 1300 Hanagita Place Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
5	Elementary School 1009 West Klutina Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
6	Elementary School 1009 West Klutina Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
7	Gilson Middle School 357 Robe River Dr, Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
8	Gilson Middle School 357 Robe River Dr, Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
9	Valdez High School 319 Robe River Dr. Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
10	Valdez High School 319 Robe River Dr. Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
11	Fire Station #1 407 West Pioneer Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
12	Fire Station #1 407 West Pioneer Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00



13	GMS Middle School Generator Shed 357 Robe River Dr, Valdez, AK	Special Hazzard StatX 1500E	1	EACH	280.00	280.00
14	HH Elementary School Generator Shed 1009 West Klutina, Valdez AK	Special Hazzard StatX 1500E	1	EACH	280.00	280.00

VI. Total Proposal Cost

Mobilization/Demobilization	11,670.00
Total Proposal Cost	22,178.00

Grand Total : \$ 33,848.00



City of Valdez
Project: 2025 Fire Prevention System Inspections
Contract No.: TBD

Total Base Quote Amount:

Thirty-Three Thousand Eight-Hundred Forty-Eight 00 cents
dollars
(\$ 33,848.00)

I, James Hoferer, hereinafter called Quoter, an individual doing business as North Star Fire Protection (~~partnership~~), a corporation incorporated in the State of Alaska, a joint venture, hereby submits this quote and agrees: to hold this quote open for forty five (45) days, to accept the provisions of the Request for Quotes, to accomplish the work in accordance with the plans and/or specifications, for the lump sum and unit price amounts as set forth in this quote schedule.

Respectfully submitted this 15th day of November, 2024

QUOTER:

North Star Fire Protection

Company Name

520 W. 58th AVE #G

Address

Anchorage, AK 99518

City, State, Zip Code

(907) 677-1233

Telephone Number

47-1417351

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

James Hoferer

Authorizing Name

General Manager

Title

J. Hoferer

Signature

admin@northstarfireprotection.com

Email Address

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Print Name



Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
LICENSING**

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Professional Licenses / License Details](#)

LICENSE DETAILS

This serves as primary source verification* of the license.

License #: CONE39695

Program: Construction Contractors

Type: General Contractor Without Residential Contractor Endorsement

Status: Active

DBA: NORTH STAR FIRE PROTECTION, LLC

Issue Date: 07/30/2014

Effective Date: 11/15/2022

Expiration Date: 12/31/2024

Mailing Address: ANCHORAGE, AK, UNITED STATES

*Primary Source verification: License information provided by the Alaska Division of Corporations, Business and Professional Licensing, per AS 08 and 12 AAC.

Owners

Owner Name	Entity Number
North Star Fire Protection LLC	10022025

Relationships

No Relationships Found

Designations

No Designations Found

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

NORTH STAR FIRE PROTECTION, LLC

520 W. 58TH AVE. #G, ANCHORAGE, AK 99518-9233

owned by

NORTH STAR FIRE PROTECTION, LLC

is licensed by the department to conduct business for the period

November 27, 2023 to December 31, 2025
for the following line(s) of business:

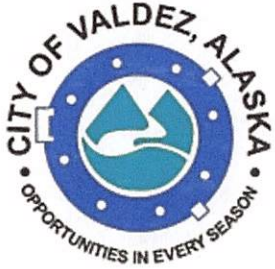
23 - Construction



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

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

Julie Sande
Commissioner



CITY OF VALDEZ 2024 BUSINESS REGISTRATION

Business Name

North Star Fire Protection, LLC

Physical Address

520 W 58TH AVE UNIT G, Anchorage AK 99518-9233

Business Phone Number

(907) 677-1233

Owner Name

Steve Sizemore IV

Business Description

Fire Protection & Suppression Design, Install, Inspection,
Maintenance, Repairs

ISSUED BY

City of Valdez
Planning Department
212 Chenega Ave

PO Box 307
Valdez, AK 99686

planningdept@valdezak.gov
Phone: 907-834-3401

Approval Status:

Approved

APPROVED BY:

Kate Hulen

Expiration Date

12/31/2024

Auto ID Number

COV Business ID: 2024-120

This license is non-transferable and is issued in compliance with the City of Valdez, AK per Valdez Municipal Code 5.04.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400 Anchorage AK 99501	CONTACT NAME: Nancy Hayes PHONE (A/C No, Ext): 907-276-5617 FAX (A/C, No): 907-276-6292 E-MAIL ADDRESS: nancy.hayes@marshmma.com														
License# 82353 NORTHSTAR35	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Urmalik Insurance Company</td> <td>40126</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Urmalik Insurance Company	40126	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
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INSURER D :															
INSURER E :															
INSURER F :															

INSURED
 North Star Fire Protection LLC
 520 W. 58th Avenue
 #G
 Anchorage AK 99518

COVERAGES **CERTIFICATE NUMBER: 1408075245** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSD WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP112059009	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		CPP112162909	7/7/2024	7/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB102516008	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCV102210007	7/7/2024	7/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. Subject to said policy limits, terms, and exclusions.

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------	--

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
Contract No. 2297
Cost Code: 001-4200-43400



Appendix C General Conditions

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Contractor 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 Contractor's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Contractor's Project Manager: The Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor by provisions of this Agreement.

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

II. Information and Services from Others:

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

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The City may, at its election, or in response to a request from the Contractor, furnish information or services from other Contractors. If, in the Contractor's opinion, such information or services are inadequate, the Contractor 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 Contractor, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Contractor 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 Contractor, Subcontractor, persons or organizations directly or indirectly employed or engaged by Contractor or Subcontractor under this Agreement. The Contractor 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 Contractor and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" 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 Contractor, or in approving or accepting the Contractor's work.

IV. Payments:

The City shall pay to the Contractor 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. Contractor 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.

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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 Contractor, as shown in the attached proposal dated n/a, 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 Contractor by Subcontractor employed by Contractor for such Subcontractors’ 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 Contractor 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.

V. Changes:

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

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 that conflict with any provisions of this Agreement, the Contractor 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 Contractor, 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 Contractor without such notice.

VI. Audits and Records:

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

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

VII. 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 Contractor in the performance of this Agreement.

VIII. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' 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 Contractor a sum equal to the percentage of work completed that can be substantiated by the Contractor and the City. If the City becomes aware of any fault or defect in the work of the Contractor or nonconformance with this Agreement, the City will give prompt written notice thereof to the Contractor. Should the Contractor'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 Contractor 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 Contractor 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 Contractor 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.

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IX. 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 Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Contractor, 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.

X. Independent Contractor:

Except in those instances specifically provided for herein, the Contractor 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.

XI. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Contractor for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Contractor and its Subcontractors 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 Contractor shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XII. Subcontractors, Successors and Assigns:

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

As soon as practicable after the award of the contract, the Contractor shall furnish to the City in writing the names of the proposed Subcontractors for each of the principal portions of the work. The City shall promptly notify the Contractor if it has reasonable objection to any of the proposed Subcontractors. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Contractor shall not contract with any Subcontractor 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 Contractor shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

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

XIII. Claims and Disputes:

If the Contractor becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the Contractor shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees that unless these written notices are provided, the Contractor shall not be entitled to additional time or compensation for such act, event or condition. The Contractor shall in any case continue diligent performance under this Agreement. The Contractor shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Contractor's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Contractor 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

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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

- Contractor at any time for additional information that the Contractor may possess to support the claims(s). The Contractor 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 Contractor 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 Contractor 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 Contractor 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.

XIV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Contractor 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 Subcontractors 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 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 Contractor.

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

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

XV. 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.

XVI. Minimum Wages:

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

See attached links for reference:

<http://labor.state.ak.us/lss/pamp600.htm>

<http://labor.alaska.gov/lss/forms/Pam400.pdf>

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

- (1) Contractor or subcontractors of Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by Contractor in a prominent and easily accessible place at the site of the work;
- (4) The City shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by Contractor or subcontractors the difference between

Agreement for Services
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(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and

(B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

(5) If it is found that a laborer, mechanic, or field surveyor employed by Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the City may, by written notice to the contractor, terminate Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and Contractor and Contractor's sureties are liable to the City for excess costs for completing the work.