



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, April 3, 2018

5:30 PM

Council Chambers

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#### Work Session (New Fire Station) & Regular Meeting

#### WORK SESSION AGENDA - 5:30 pm

*Transcribed minutes are not taken for Work Sessions. Audio is available upon request.*

1. [Fire Station Programming Review & Concept Design Information](#)

**Attachments:** [Valdez FS Draft Report FINAL](#)

#### 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 February 6, 2018](#)

**Attachments:** [DRAFT City Council Regular Meeting Minutes 020618](#)

2. [City Council Regular Meeting Minutes of March 20, 2018](#)

**Attachments:** [DRAFT City Council Regular Meeting Minutes 032018](#)

V. PUBLIC APPEARANCES

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Approval of Brewery License Application: Growler Bay Brewing Company, LLC.](#)

**Attachments:** [5634 LGB Notice.pdf](#)  
[Growler 5634 AB-00.pdf](#)  
[Growler Bay 5634 AB-02.pdf](#)

2. [Proclamation: Child Abuse Prevention Month](#)

**Attachments:** [2018 Child Abuse Prevention Month Proclamation.doc](#)

3. [Proclamation: Sexual Assault Awareness Month](#)

**Attachments:** [2018 Sexual Assault Awareness Month Proclamation.doc](#)

VIII. NEW BUSINESS

1. [Approval of Contracts Comprising the City and School Health Insurance Benefit Plan for the Twelve Months Beginning April 1, 2018.](#)

**Sponsors:** City Council

**Attachments:** [Health Plan Renewal Figures.pdf](#)  
[Five-Year Renewal History.pdf](#)  
[2017 Health Insurance Fund.pdf](#)  
[Meritain Proposal, 2 Contracts.pdf](#)  
[MRC Renewal.pdf](#)  
[Sun Life 2018.pdf](#)

2. [Approval of a Contract with F & W Construction, Inc. for the Hospital Oxygen Generator Project in the Amount of \\$552,280.00](#)

**Attachments:** [Hospital Oxygen Generator Project - Contract](#)  
[Hospital Oxygen Generator Project - Construction Documents](#)  
[Hospital Oxygen Generator Project - Bid Summary](#)

3. [Approval of Professional Services Agreement with Alaska Testlab, LLC for the Kelsey Dock Interpretive Center - Phase 1 Project in the Amount of \\$138,253.00](#)

**Attachments:** [Kelsey Dock Interpretive Center - Phase 1 Construction Management Contract](#)  
[Selection Results Memo](#)

4. [Approval of Professional Services Agreement with Alaska Testlab LLC for the West Klutina Repave, Gutter & Sidewalk Replacement Project in the Amount of \\$131,670.00](#)

**Attachments:** [West Klutina Repave, Gutter & Sidewalk Replacement Construction Management](#)  
[Selection Results Memo](#)

5. [Approval of Professional Services Agreement with Alaska Testlab LLC for the Citywide Roof Replacement Project in the Amount of \\$59,251.00](#)

**Attachments:** [Citywide Roof Replacement Construction Management Contract](#)  
[Selection Results Memo](#)

6. [Approval to Purchase a 2018 Chevrolet Tahoe SSV and Accessories from Alaska Sales and Service in the Amount of \\$69,735.32](#)

**Attachments:** [2018 Chevrolet Tahoe Police Patrol Car AK Sales Invoice.pdf](#)

7. [Discussion Item: City Warehouse Building \(Museum Annex\)](#)

#### IX. ORDINANCES

1. [#18-03 - Amending Chapter 2.80 of the Valdez Municipal Code Titled Procurement Policy. First Reading. Second Reading. Adoption.](#)

**Attachments:** [18-03 Valdez Municipal Code Procurement 2018-04-05 JWS Post Work Sessio](#)

#### X. RESOLUTIONS

1. [#18-12 - Amending the 2018 City Budget by Transferring \\$40,000 from Capital Projects/ Project Contingency to Major Maintenance Reserve/ Senior Center Upgrades](#)

**Sponsors:** City Council

**Attachments:** [Budget Resolution Senior Center Upgrades.docx](#)

#### XI. REPORTS

1. [Financial Reports: 2017 Q4](#)

**Sponsors:** City Council

**Attachments:** [Q4 Financial Summaries.pdf](#)

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

1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

1. [Mayor's Report - April 3](#)

**Attachments:** [Mayors Report April 3 2018.pdf](#)

#### XIII. COUNCIL BUSINESS FROM THE FLOOR

#### XIV. ADJOURNMENT



## Legislation Text

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**File #:** 18-0145, **Version:** 1

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**ITEM TITLE:**

Fire Station Programming Review & Concept Design Information

**SUBMITTED BY:** Nathan Duval, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Select a site and proceed forward with land acquisition or in-depth analysis (if property City owned) to facilitate preliminary engineering & design.

**SUMMARY STATEMENT:**

The previous work session (1/17/18) with Council ended with a request for further investigation of the short listed sites presented. Bettisworth North Architects, partnering with subject matter expert TCA Architecture, was retained to perform a programming effort for a new fire station. The findings of that programming effort as well as conceptual analysis of the short listed sites are included for reference. Additional pricing and background information will be presented to Council during the work session.

# City of Valdez HQ Fire Station

## Programming and Site Evaluations



BETTISWORTH<sup>NORTH</sup>



architecture • planning

Draft Report  
March 28, 2018

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- C Preliminary Sites
  - City of Valdez Fire Station Site Selection Criteria Matrix
  - Shortlist Sites for New Valdez Fire Station
  - Preliminary Sites for New Valdez Fire Station

**Objectives & Process**

The study's purpose is to define the operational space needs for a new City of Valdez Headquarters Fire Station, provide conceptual site planning studies for (4) shortlisted sites recommending a preferred site, and identify order of magnitude budget estimates for the development of each of the four shortlisted sites.

To support this study, numerous site locations for the replacement fire station were identified by the City of Valdez based on prior work performed by Arcadis. From this information, the City narrowed down the sites to (4) preferred locations which were evaluated as part of this study. Using the identified sites, Bettisworth North Architects and Planners (BNAP), and TCA Architecture + Planning (TCA), fire station design specialists, performed alternative test-to-fit studies based on the development of projected space needs. Site engineering and technical studies such as: Geotechnical Engineering, Site Surveying, Phase 1 Environmental Studies, etc. are not part of this scope. For the order of magnitude estimates, identified space needs, available site information, best practices relative to current and projected fire station operational and safety requirements, technology systems, quality goals, and recently designed and constructed facilities in the region were used to develop facility and site development costs. The space needs identified in the study provide for a resilient facility which is operationally sound, durable, low maintenance, energy efficient, sustainable, and can accommodate growth and change over the next 30+ years.

**Timeline**

At the onset of the project, a project execution approach was developed and approved. The following identifies milestone tasks which occurred during the study process:

- + **February 13-14, 2018** - BNAP and TCA traveled to Valdez for a two-day fact-finding effort meeting with City and Fire Department staff, touring the existing facilities, and understanding the current operations and supported equipment. A preliminary program was discussed and candidate project sites were reviewed to get a better understanding of the site constraints. Following the site visit, the facility program was refined and the program space needs were used to generate concept test-to-fit options for suitability on (4) potential project sites.
- + **March 07, 2018** - Our team led a call in meeting to review the updated program, planning concepts, and site test-to-fit studies for each location.
- + **March 22, 2018** - Our team led a call in meeting to review the updated site test-to-fit studies for each location and refined the preferred options.
- + **March 29, 2018** - Draft Report Submission
- + **April 3, 2018** - Draft Report Presentation

**Participants**

This planning effort is based on the work of the following people representing the City of Valdez and the Bettisworth North Architects and Planners & TCA Architecture + Planning consultant team.

**City of Valdez**

- + Tracy Raynor,  
City of Valdez Fire Chief
- + Nathan Duval,  
City of Valdez Capital  
Facilities Director
- + Scott Benda,  
City of Valdez Assistant  
Building Inspector

**Consultant Team**

- + Roy Rountree,  
BNAP- Anchorage Alaska
- + Brian Harris,  
TCA- Seattle, WA

# EXECUTIVE SUMMARY

## Primary Influences on Operational Needs of Fire Stations

After a review and analysis of the identified project deficiencies identified by the City, our team found that many industry wide standards and codes are not being met within the current station due to its age, size, and configuration. Not meeting these standards increases risks to not only personnel but also to personal protective equipment, apparatus, and community safety.

The key drivers to this space needs assessment was compliance with regulatory requirements, having the ability to support the operational needs of a modern fire station in an uncompromised, permanent way, and strategically locating the stations in their target response areas. While cost is always a key consideration, it was not a driving factor in the development of space needs. Station sizing has been based on operational needs as influenced by call demand, staffing, regulatory compliance, national standards, and trends in the fire service.

### Regulatory Compliance

- + NFPA 1581- Infection Control
- + NFPA 1851- Care of Fire Fighting Equipment
- + NFPA 403- Standard for AFF Services
- + NFPA 1500- Occupational Safety
- + OSHA- 1910- Construction & Maintenance
- + International Codes- Essential Facility
- + Americans with Disabilities Act

### Standards / Trends

- + Decontamination and Cleaning
- + Support of Specialized Equipment & Technology
- + Cross-contamination Reduction
- + Response Efficiency
- + Fire Suppression
- + Gender Neutrality
- + Durable, Low Maintenance
- + Sustainability & Energy Usage



### Space Deficiencies

The current apparatus bay configuration does not allow adequate space for personnel to efficiently and safely navigate around the emergency apparatus.

### Fire Station Operational Space Needs Summary

In the space needs study process, the following primary components have been identified and sized to meet the programmatic needs to support operations for the foreseeable future.

Area Summary		
Number	Area	Net SF
1.000	Public Area	1,062
2.000	Admin / Crew Office Area	2,639
3.000	Crew Living Area	4,261
4.000	Apparatus Area	8,977
5.000	Systems	2,867
6.000	Other	-
	Subtotal NSF	19,806
	Grossing Factor	25%
	<b>Total Gross SF</b>	<b>24,758</b>

*\*The fire station project includes a pre-manufactured training tower in the rear drill area.*

### Fire Station Site Evaluations and Test-to-Fit Studies

The following primary considerations were discussed and considered when analyzing the site location options and in the development of the site test-to-fit studies.

- + Strategically Located Relative to their Target Response Areas
- + Neighborhood Related Issues
- + Landuse / Code Issues
- + Property Issues
- + Program Issues
- + Site Vulnerability
- + Construction Issues
- + Financial Issues

The chart on the following page shows the evaluation of these considerations for each site.

## Alternative Site Ranking

	Site A	Site C	Site K	Site M
<b>Criteria</b>				
<b>Response</b>				
Delivery of service- long term (20 yr. Planning Horizon)	5	10	5	5
Location relative to target response area	5	10	5	1
Location relative to Increased growth	10	10	10	10
Location relative to liquefaction areas- response related	10	10	5	1
Street configuration/Accessibility- response related	10	10	5	5

<b>Neighborhood Issues</b>				
Noise	10	5	5	10
Traffic	10	10	10	5
Public safety-stewards	5	10	5	5

<b>Landuse/Code Issues</b>				
Zoning	10	5	10	10
Height limit	10	10	10	10
Property assemblage required	10	10	10	10

<b>Property Issues</b>				
Dimensions	5	10	5	5
Size	5	10	10	10
Street Frontage	5	10	10	10
Topography	10	10	5	10

<b>Program Issues</b>				
Dimensions	10	10	5	10
Accommodates building program	10	10	10	10
Accommodates training area program	5	10	5	10
Training area security	10	5	5	10
Site circulation and response	10	10	5	5
Supports snow storage	10	5	5	10

<b>Site Vulnerability</b>				
Avalanche hazard	10	10	5	1
Tsunami inundation hazard	10	10	1	1
Utility Access	10	10	10	5
Liquefaction - vertical/horizontal soil displacement	10	10	5	1
Differential Settlement	10	10	5	5
Location relative to man-made hazardous areas	10	10	10	10
Potential for rising ground water	10	10	10	1

<b>Construction Issues</b>				
Demolition requirements	10	10	10	10
Environmental remediation requirements	10	10	10	10

<b>Financial Issues</b>				
Development cost	10	10	5	1
Increased insurance costs or uninsurable	10	10	5	1
Site acquisition costs	10	10	10	10

<b>Total Score</b>	295	310	231	218
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<b>Key</b>	
Meets targeted planning objective	10
Generally meets targeted planning objective	5
Does not meet planning objective, significant problem	1

## Evaluation Approach

The site evaluation strategy began with the development of site ranking criteria based on national standards relative to fire station placement, local circumstances, and our team's expertise in fire station planning. This criterion identifies information which should be considered to meet the response and operational requirements for a new fire station location and its function as an essential facility.

## Findings

From the site-specific test-to-fit "concept site layout diagrams" prepared by the consultant team, each of the four alternative sites were ranked relative to meeting or not meeting such criteria based on a green, yellow, red rating system.

 - Meets targeted planning objective

 - Generally meets targeted planning objective

 - Does not meet planning objective, and may be a significant problem

### *Site- C- (Highest ranking site)*

The factors which make this a preferred site location can be distilled down to a few primary factors. Since this is an essential facility, ensuring the site is not vulnerable to natural events is critical. The site can additionally accommodate the overall program, is central to the overall target response area, and brings fire service presence to the downtown core. Snow management will need to be reviewed in more detail and the limitations of DOT street access at this location is a consideration but should be manageable.

### *Site- A- (Second highest ranking site)*

The primary factors which make this a high-ranking site location are very similar to site C in several aspects. Since this is an essential facility, ensuring the site is not vulnerable to hazardous natural events is critical. This facility should have the ability to remain operational after any significant event. While the site can also accommodate the overall program, the topography of the hillside moderately impacts the site. This site is not as optimal relative to the target response area compared to site C, however, the coverage area is not significantly impacted. One of the greatest draw backs to site A is that the station is a bit more tucked away from the downtown core and its presence will not have any significant impact of the revitalization that a new public building brings to an area. This location is somewhat disconnected from downtown activity and the potential of drawing volunteers to the Department would potentially be more limited.

*Site- K- (Middle ranking site)*

The primary factors which make this site less desirable than sites C and A include its location in the tsunami inundation area, the decentralized volunteer response, and use compatibility adjacent to the hospital and future planning goals identified for this location.

*Site- M- (Lowest ranking site)*

The primary factors which make this the lowest ranking site are not only site vulnerabilities, which we consider a fatal flaw, but also due to site development costs, soil issues, and water mitigation. Additionally, this location requires volunteers to drive away from the service area to the station then back to the target response area, which adds critical time to a response if they can't get to the station in a major natural disaster.

**Conclusion**

While none of the four identified sites for study meet all the conditions optimally set for evaluation, sites C and A rank the highest and sites K and M both have fatal flaws relative to the most recently mapped tsunami inundation zone and potential avalanche area at site M.

## Fire Station Budget Summary

Concept Site Cost Summary				
Site Name	Construction Cost	Cost/SF	Project Cost	Remarks
Site A	\$16,795,160	\$647	\$23,286,221	Nothing unusual noted
Site C	\$16,545,061	\$637	\$23,175,184	Replating and moving ice rink
Site K	\$17,374,486	\$669	\$24,395,049	More land is available on this site
Site M	\$18,569,148	\$715	\$25,717,634	Foundations increase cost, replating required

### Concept Site A

Development Area	170,000	GSF			
Element	Quantity	Rate	Cost	Unit	Remarks
Site Waste Overburden	3.90	\$6,105.00	\$23,826	ACRE	
Site Waste	62,900	\$7.88	\$495,366	CY	Assume 10 foot excavation, geotech confirm
Site Filling	62,900	\$28.69	\$1,804,821	CY	Assume 10 foot excavation, geotech confirm
2 in Leveling course under paving	114,042	\$0.66	\$75,682	SF	
Asphalt paving	114,042	\$5.92	\$675,340	SF	
Landscaping, average trees, shrubs, lawn	30,000	\$3.66	\$109,890	SF	Average, allowance
New building construction cost	24,758	\$446.19	\$11,046,773	SF	Based on similar buildings
Tower construction cost	1	\$1,000,000	\$1,000,000	EA	Based on average list price
Tower foundation cost	1,200	\$31	\$36,630	SF	
Subtotal			\$15,268,327		
Estimating Contingency		10%	\$1,526,833		
<b>Subtotal</b>			<b>\$16,795,160</b>		
<b>Cost per Gross Square Foot of Bldg</b>			<b>\$647</b>		
Project Cost Factor		38%	\$6,382,161		
Site Purchase Cost			\$108,900		From Arcadis Criterial Matrix, 01/06/18
<b>Project Total</b>			<b>\$23,286,221</b>		

### Concept Site C

Development Area	143,500	GSF			
Element	Quantity	Rate	Cost	Unit	Remarks
Site Waste Overburden	3.29	\$6,105.00	\$20,112	ACRE	
Site Waste	53,095	\$7.88	\$418,147	CY	Assume 10 foot excavation, geotech confirm
Site Filling	53,095	\$28.69	\$1,523,481	CY	Assume 10 foot excavation, geotech confirm
2 in Leveling course under paving	87,542	\$0.66	\$58,096	SF	
Asphalt paving	87,542	\$5.92	\$518,411	SF	
Landscaping, average trees, shrubs, lawn	30,000	\$3.66	\$109,890	SF	Average, allowance
New building construction cost	24,758	\$446.19	\$11,046,773	SF	Based on similar buildings
Tower construction cost	1	\$1,000,000	\$1,000,000	EA	Based on average list price
Tower foundation cost	1,200	\$31	\$36,630	SF	
Relocated Ice Rink	7,778	varies	\$309,425		Rough estimate, including lighting, no roof
Subtotal			\$15,040,965		
Estimating Contingency		10%	\$1,504,096		
<b>Subtotal</b>			<b>\$16,545,061</b>		
<b>Cost per Gross Square Foot of Bldg</b>			<b>\$637</b>		
Project Cost Factor		38%	\$6,287,123		
Site Purchase Cost			\$343,000		From Arcadis Criterial Matrix, 01/06/18
<b>Project Total</b>			<b>\$23,175,184</b>		

## Concept Site K

Development Area	196,000	GSF			
Element	Quantity	Rate	Cost	Unit	Remarks
Site Waste Overburden	4.50	\$6,105.00	\$27,470	ACRE	
Site Waste	72,520	\$7.88	\$571,128	CY	Assume 10 foot excavation, geotech confirm
Site Filling	72,520	\$28.69	\$2,080,853	CY	Assume 10 foot excavation, geotech confirm
2 in Leveling course under paving	140,042	\$0.66	\$92,937	SF	More paving is possible on this site
Asphalt paving	140,042	\$5.92	\$829,308	SF	More paving is possible on this site
Landscaping, average trees, shrubs, lawn	30,000	\$3.66	\$109,890	SF	Average, allowance
New building construction cost	24,758	\$446.19	\$11,046,773	SF	Based on similar buildings
Tower construction cost	1	\$1,000,000	\$1,000,000	EA	Based on average list price
Tower foundation cost	1,200	\$31	\$36,630	SF	
Subtotal			\$15,794,987		
Estimating Contingency		10%	\$1,579,499		
<b>Subtotal</b>			<b>\$17,374,486</b>		
<b>Cost per Gross Square Foot of Bldg</b>			<b>\$669</b>		
Project Cost Factor		38%	\$6,602,305		
Site Purchase Cost			\$418,258		From Arcadis Criterial Matrix, 01/06/18
<b>Project Total</b>			<b>\$24,395,049</b>		

## Concept Site M

Development Area	181,600	GSF			
Element	Quantity	Rate	Cost	Unit	Remarks
Site Waste Overburden	4.17	\$6,105.00	\$25,452	ACRE	
Site Waste	80,711	\$7.88	\$635,636	CY	Assume 12 foot excavation, geotech confirm
Site Filling	80,711	\$28.69	\$2,315,884	CY	Assume 12 foot excavation, geotech confirm
2 in Leveling course under paving	125,642	\$0.66	\$83,381	SF	More paving is possible on this site
Asphalt paving	125,642	\$5.92	\$744,033	SF	More paving is possible on this site
Landscaping, average trees, shrubs, lawn	30,000	\$3.66	\$109,890	SF	Average, allowance
Steel Piling Foundation System	24,758	\$35.68	\$883,365	SF	Based on similar buildings in KTN
New building construction cost	24,758	\$446.19	\$11,046,773	SF	Based on similar buildings
Tower construction cost	1	\$1,000,000	\$1,000,000	EA	Based on average list price
Tower foundation cost	1,200	\$31	\$36,630	SF	
Subtotal			\$16,881,044		
Estimating Contingency		10%	\$1,688,104		
<b>Subtotal</b>			<b>\$18,569,148</b>		
<b>Cost per Gross Square Foot of Bldg</b>			<b>\$715</b>		
Project Cost Factor		38%	\$7,056,276		
Site Purchase Cost			\$92,209		From Arcadis Criterial Matrix, 01/06/18
<b>Project Total</b>			<b>\$25,717,634</b>		

# APPENDIX A

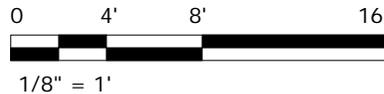
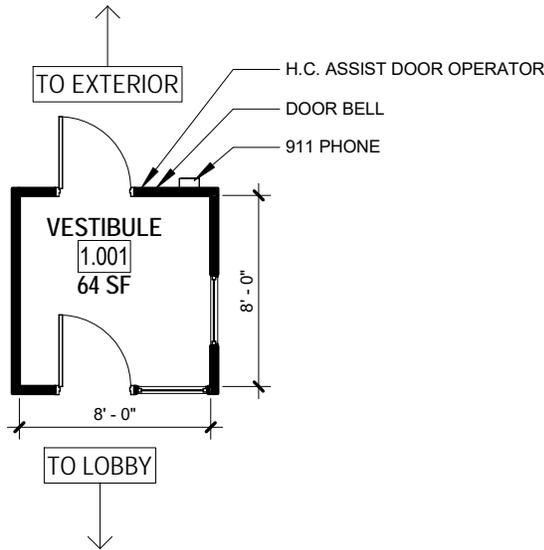
## Fire Station Space Needs Diagrams

## VALDEZ FIRE STATION AREA MATRIX

NUMBER	ROOM NAME	QTY	NET SF	NET SF TOTAL	COMMENTS
<b>1.000</b>	<b>PUBLIC AREA</b>				
1.001	VESTIBULE	1	64	64	
1.002	LOBBY/ WAITING / DISPLAY	1	890	890	Museum Area
1.003	PUBLIC RESTROOM MEN	1	54	54	
1.004	PUBLIC RESTROOM WOMEN	1	54	54	
				1,062	
<b>2.000</b>	<b>ADMIN/CREW OFFICE AREA</b>				
2.001	CHIEF'S OFFICE	1	198	198	
2.002	DEPUTY CHIEF'S OFFICE - FUTURE	1	150	150	
2.003	FIRE MARSHAL/ INSPECTOR FUTURE OFFICE	1	120	120	
2.004	ADMIN ASSISTANT/ RECEPTION	1	120	120	
2.005	CONFERENCE	1	350	350	Seating for (10)
2.006	COPY ROOM / FILE STORAGE	1	171	171	
2.007	CUSTODIAL	1	48	48	
2.008	TRAINING ROOM	1	1,428	1,428	Potential back-up EOC
2.009	RESTROOM	1	54	54	
				2,639	
<b>3.000</b>	<b>CREW LIVING AREA</b>				
3.001	CAPTAINS OFFICE	1	120	120	
3.002	FIREFIGHTER WORK AREA	1	421	421	
3.003	KITCHEN/ DINING	1	559	559	Seating for (8)
3.004	DAYROOM	1	663	663	(4) Recliners, sofa, play area
3.005	OFFICERS SLEEPING ROOM W/ RR	1	217	217	(1) Sleeping Room @ 217 sqft, 3 Lockers, plus shower and toilet
3.006	SLEEPING ROOM- DOUBLE	4	180	720	4 @ 180 sqft, 6 Lockers
3.007	MEN TOILET/SHOWER/ LOCKER	1	372	372	(20) 12"x12" lockers, (2) showers, (2) toilets, (2) urinals
3.008	WOMEN TOILET/SHOWER/ LOCKER	1	339	339	(20) 12"x12" lockers, (2) showers, (2) toilets
3.009	PHYSICAL TRAINING	1	750	750	
3.010	LAUNDRY	1	100	100	w/ Mop Sink
				4,261	
<b>4.000</b>	<b>APPARATUS AREA</b>				
4.001	APPARATUS ROOM	1	7,136	7,136	(6) Drive through bays w/ diesel exhaust recovery
4.002	BAY TOILET	1	54	54	
4.003	SHOP/ MAINT.	1	150	150	
4.004	EMS STORAGE	1	108	108	
4.005	OPERATIONAL STORAGE	1	400	400	
4.006	EQUIPMENT DECON	1	149	149	W/ wash alcove
4.007	CLEANING EXTRACTOR	1	130	130	
4.008	TURNOUT GEAR STORAGE/ DRYING	1	360	360	(35) 24"x20" lockers
4.009	DISASTER RELIEF SUPPLY ROOM	1	100	100	
4.010	WASH ALCOVE - APPARATUS	1	40	40	
4.011	SCBA FILL STATION/ COMPRESSOR	1	150	150	
4.012	SCBA MAINT.	1	100	100	
4.013	HOSE STORAGE/ DRYER	1	40	40	
4.014	BIKE STORAGE	1	60	60	
				8,977	
<b>5.000</b>	<b>SYSTEMS</b>				
5.001	STAIR	2	396	792	Assumes two flights as required for egress
5.002	ELEVATOR	2	42	84	
5.003	ELEVATOR MACHINE ROOM	1	51	51	
5.004	IT ROOM	1	180	180	Rack for phone and alerting 3'-0" required clearance
5.005	ELECTRICAL ROOM	1	120	120	
5.006	FIRE SPRINKLER	1	40	40	
5.007	MECHANICAL/ FAN ROOM	1	1,600	1,600	

	2,867
	-
	-
<b>SUBTOTAL NET SF</b>	<b>19,806</b>

<b>AREA SUMMARY</b>			COMMENTS
NUMBER	AREA	NET SF	
1.000	PUBLIC AREA	1,062	
2.000	ADMIN/CREW OFFICE AREA	2,639	
3.000	CREW LIVING AREA	4,261	
4.000	APPARATUS AREA	8,977	
5.000	SYSTEMS	2,867	
6.000	OTHER	-	
	SUBTOTAL NSF	19,806	
	GROSSING FACTOR	25%	Walls, circulation
	<b>TOTAL GROSS SF</b>	<b>24,758</b>	



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: LVT/ POLISHED CONCRETE

BASE: RUBBER

WINDOWS: NA

DOORS: STOREFRONT

CASEWORK: NA

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER: WALKOFF MAT

**FURNISHINGS**

**OTHER**

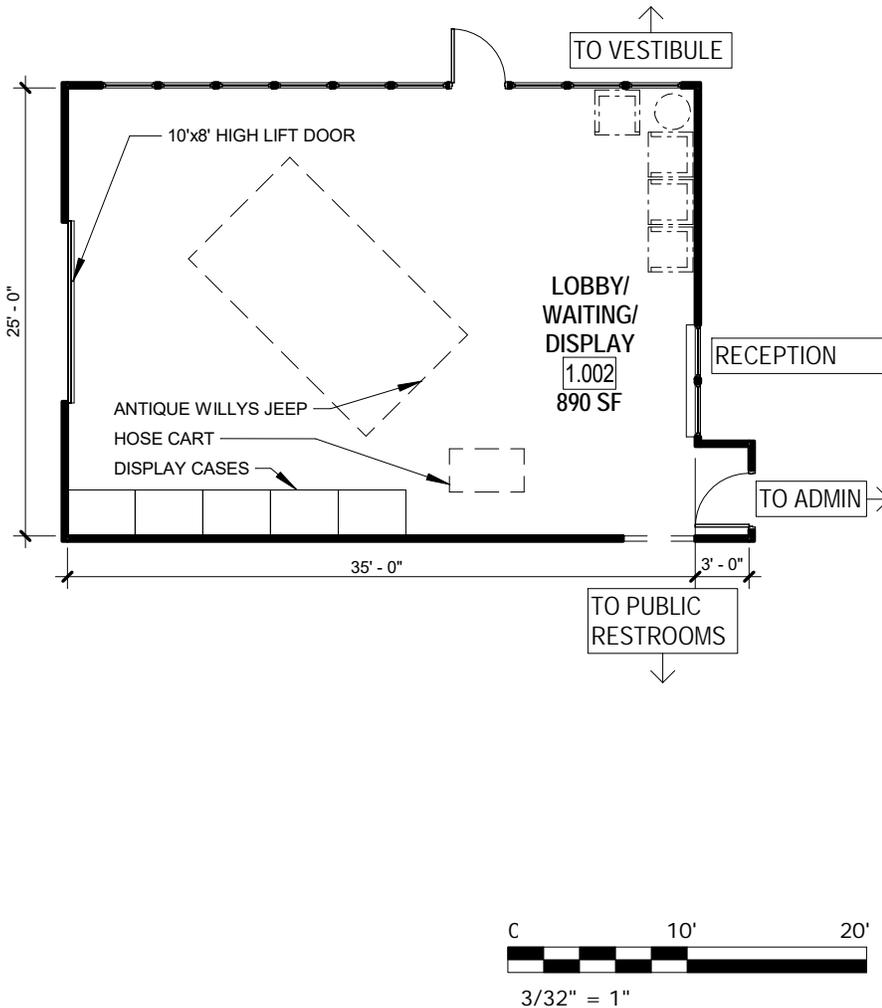
**GENERAL**

AREA 64 SF

OPERATIONAL CRITERIA Space to provide weather protection. Exterior door and interior vestibule door secured, ADA assist., doorbell, exterior phone.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: METAL GRID
- WALLS: GWB
- FLOORS: LVT/ POLISHED CONCRETE
- BASE: RUBBER
- WINDOWS: STOREFRONT
- DOORS: STOREFRONT

CASEWORK: DISPLAY CASE

**SYSTEMS**

- HVAC: TBD
- LIGHTING: LED
- OTHER:

**FURNISHINGS**

(4) CHAIR, TABLE, DISPLAY CASE

**OTHER**

FIRE ANTIQUES

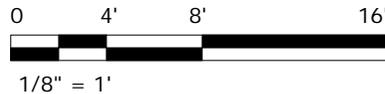
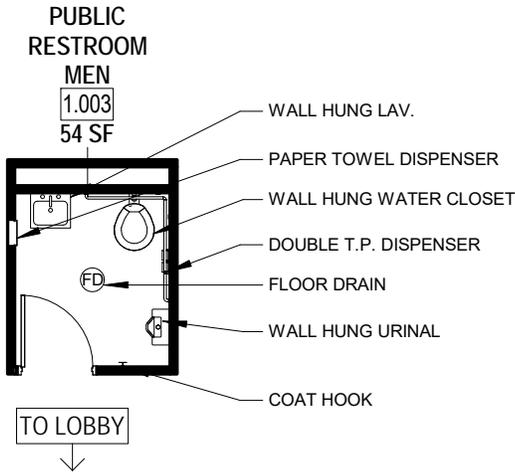
**GENERAL**

AREA 890 SF

**OPERATIONAL CRITERIA** Supports public information distribution, blood pressure checks, walk-in aid, station tours and general visitors. Direct access to public restrooms. Secure from operational portion of facility. Adjacent to office areas. Museum / Display

**SPECIALTY SPACE** No

**PREFERRED FLOOR**



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: GWB W/ TILE WAINSCOT

FLOORS: TILE

BASE: TILE

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

N/A

**OTHER**

SOUND BATTS

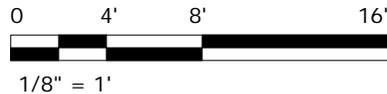
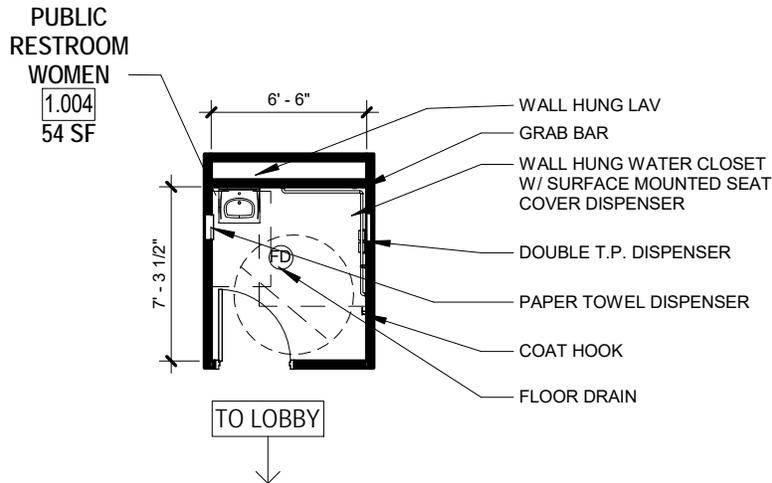
**GENERAL**

AREA 54 SF

OPERATIONAL CRITERIA Supports public visitors. Direct Access from lobby. Secure from operational portion of the facility.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: GWB W/ TILE WAINSCOT

FLOORS: TILE

BASE: TILE

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

N/A

**OTHER**

SOUND BATTS

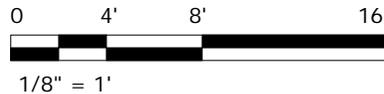
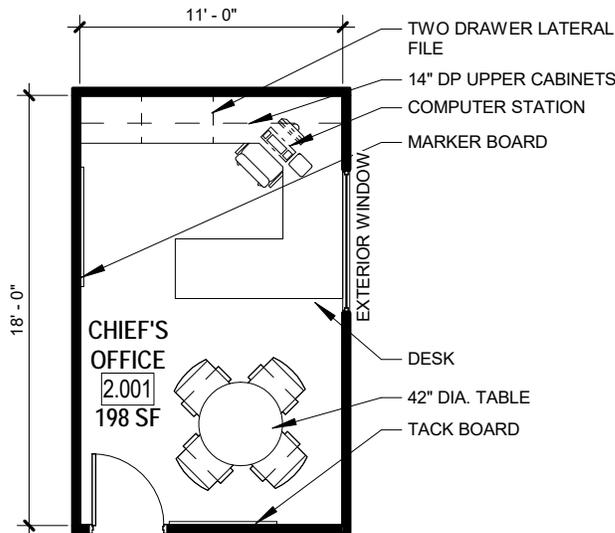
**GENERAL**

AREA 54 SF

OPERATIONAL CRITERIA Supports public visitors. Direct Access from lobby. Secure from operational portion of the facility.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: CARPET/ LVT

BASE: RUBBER

WINDOWS: FIBERGLASS

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

WORKSTATION, FILE CABINET, SMALL CONFERENCE TABLE, GUEST CHAIRS

**OTHER**

SOUND BATTS

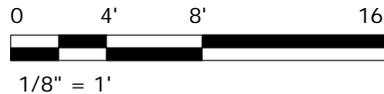
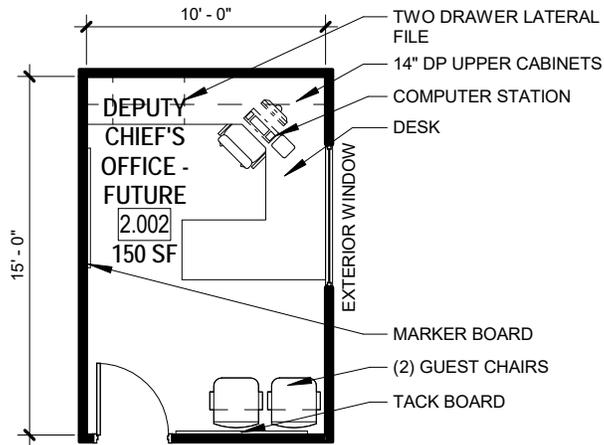
**GENERAL**

AREA 198 SF

OPERATIONAL CRITERIA Private office for departmental work. Flexible layout to accommodate change over time. Adjacent to office areas.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: CARPET/ LVT

BASE: RUBBER

WINDOWS: FIBERGLASS

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

WORKSTATION, FILE CABINET, GUEST CHAIRS

**OTHER**

SOUND BATTS

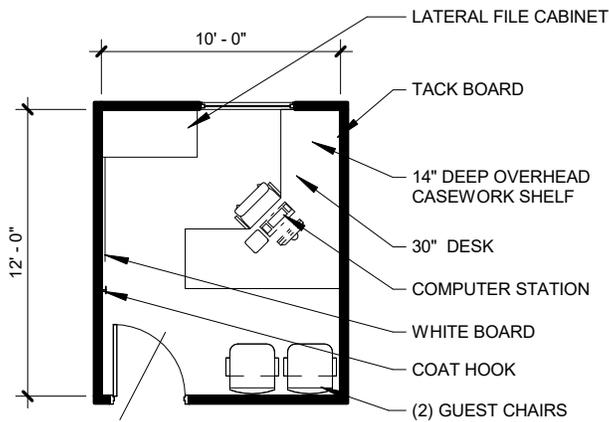
**GENERAL**

AREA 150 SF

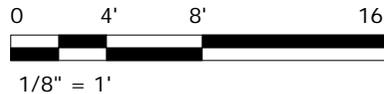
OPERATIONAL CRITERIA Private office for departmental work. Flexible layout to accommodate change over time. Adjacent to office areas.

SPECIALTY SPACE No.

PREFERRED FLOOR



FIRE MARSHAL/ INSPECTOR FUTURE OFFICE  
2.003  
120 SF



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: CARPET/ LVT

BASE: RUBBER

WINDOWS: FIBERGLASS

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

WORKSTATION, FILE CABINET, GUEST CHAIRS

**OTHER**

SOUND BATTS

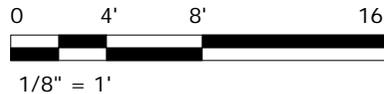
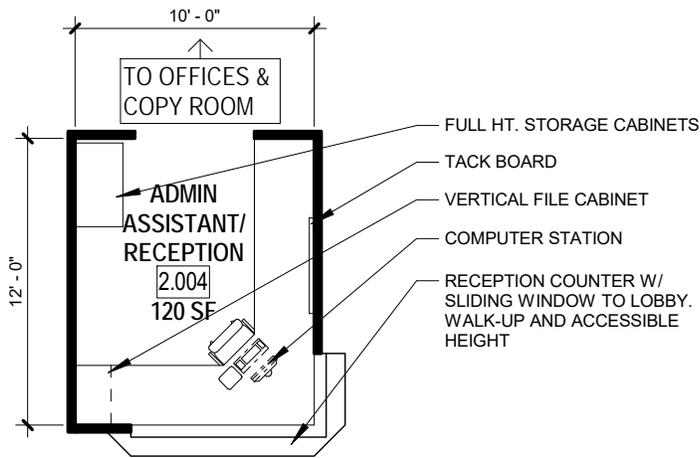
**GENERAL**

AREA 120 SF

OPERATIONAL CRITERIA Private office for departmental work. Flexible layout to accommodate change over time. Adjacent to office areas and close proximity to lobby.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: CARPET/ LVT

BASE: RUBBER

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: RECEPTION COUNTER

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

WORKSTATION, FILE CABINET,  
RECEPTION DESK CHAIR

**OTHER**

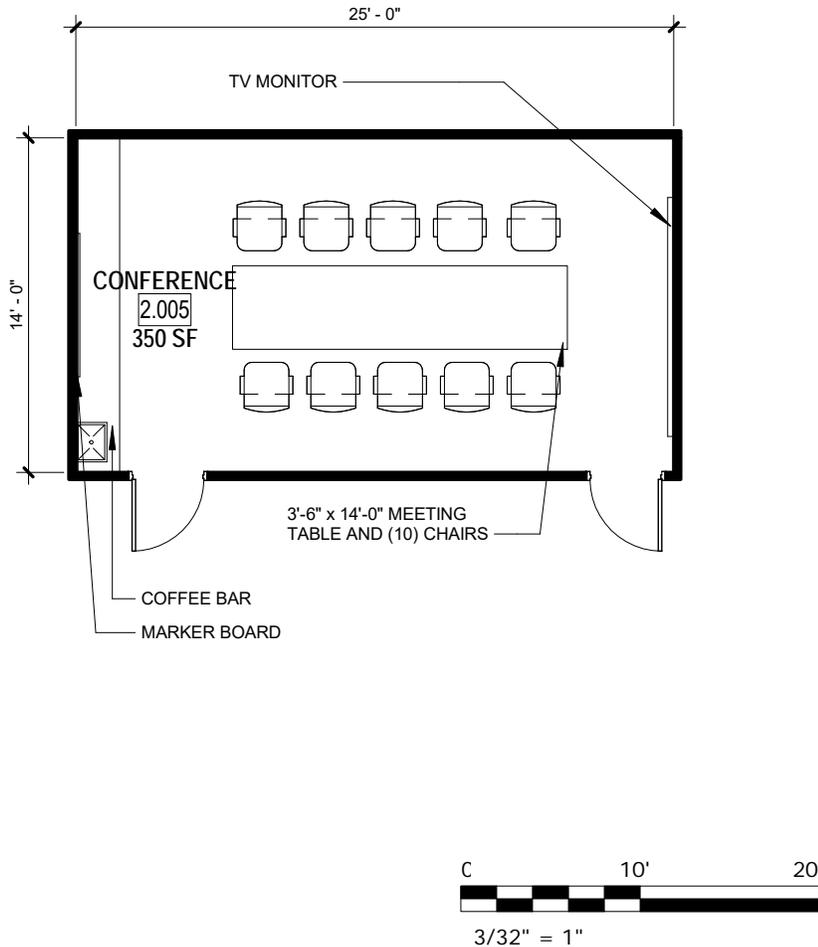
**GENERAL**

AREA 120 SF

OPERATIONAL CRITERIA Adjacent to public entrance lobby, admin offices and copy/work room. Provides for interface with public. Near conference room

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: CARPET/LVT

BASE: RUBBER

WINDOWS: FIBERGLASS

DOORS: SOLID CORE WOOD

CASEWORK: MANUFACTURED WITH QUARTZ  
COUNTERTOP

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

3'-6" x 14'-0" MEETING TABLE AND (10)  
CHAIRS

**OTHER**

SOUND BATTS

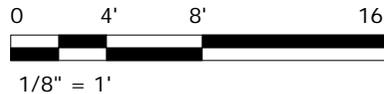
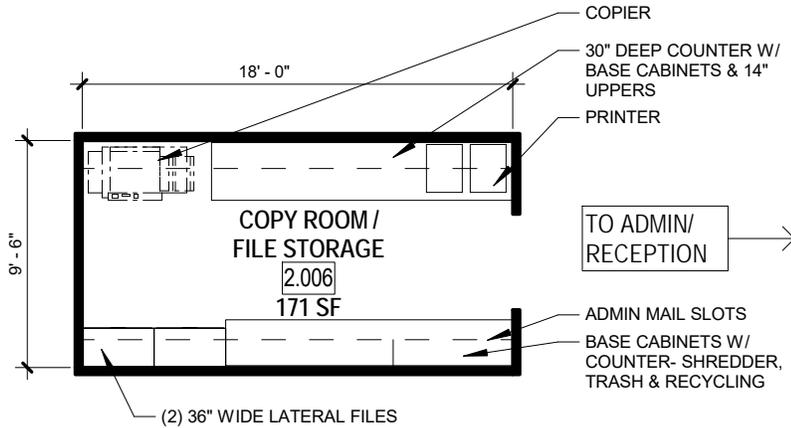
**GENERAL**

AREA 350 SF

OPERATIONAL CRITERIA Supports small fire department training or meetings for up to (10) seated at a table. Allows for multimedia capabilities.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: LVT

BASE: RUBBER

WINDOWS: N/A

DOORS: N/A

CASEWORK: MANUFACTURED WITH QUARTZ COUNTERTOP

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

(2) 36" WIDE LATERAL FILES

**OTHER**

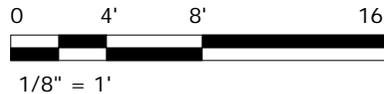
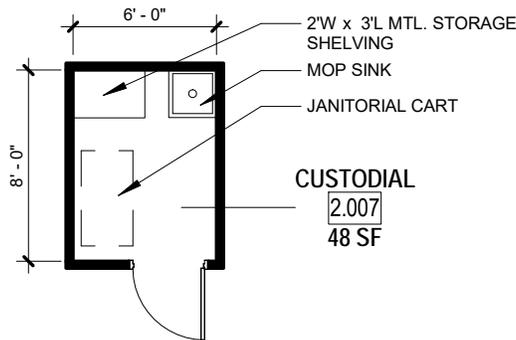
**GENERAL**

AREA 171 SF

OPERATIONAL CRITERIA Provide space for copy machine and copy organization. Storage for general office supplies. Mail slots for admin.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: GWB

FLOORS: LVT

BASE: RUBBER

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

MTL STORAGE SHELVING

**OTHER**

WALL PROTECTION

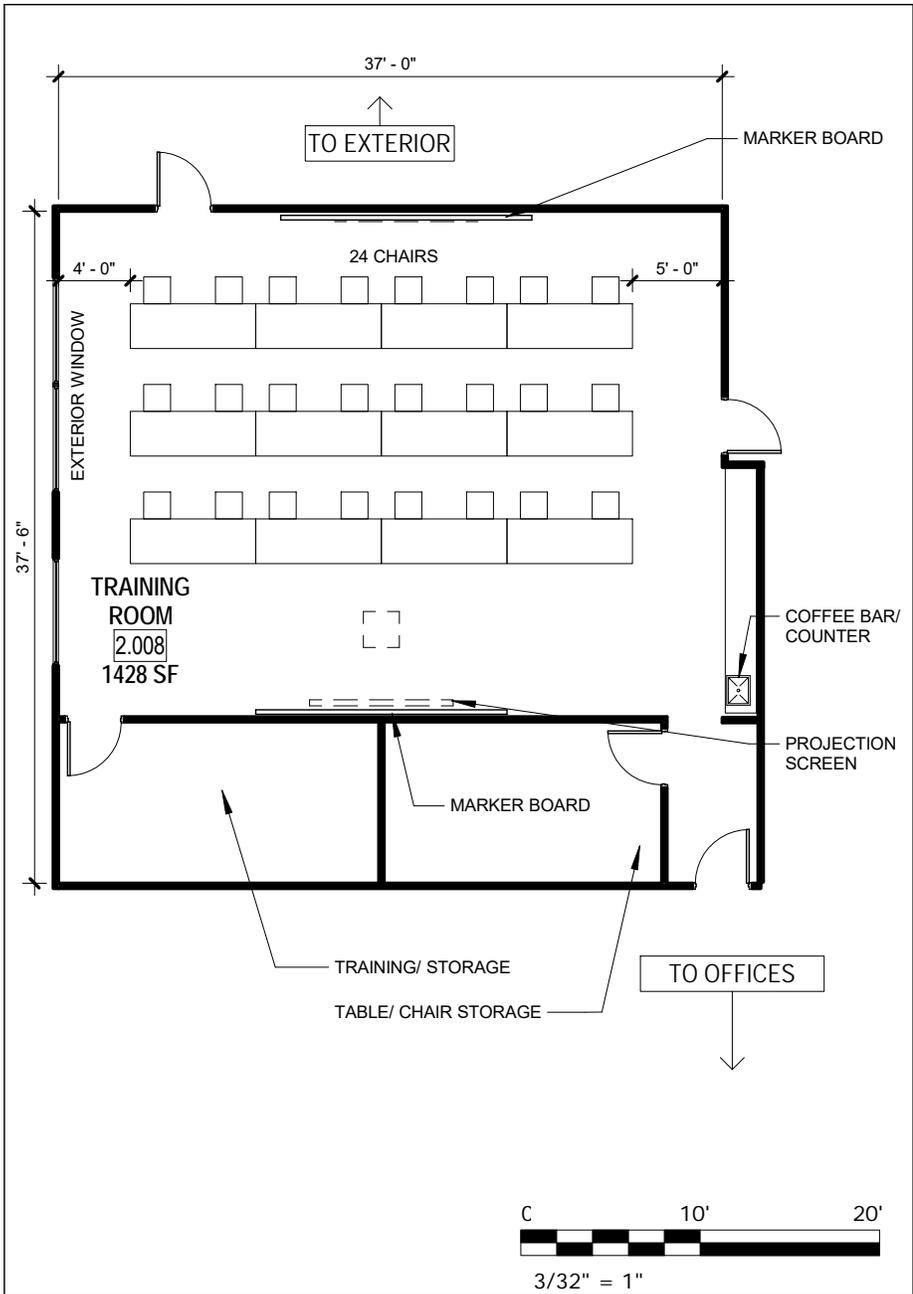
**GENERAL**

AREA 48 SF

OPERATIONAL CRITERIA Supports Admin area maintenance by users.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: ACT
- WALLS: GWB
- FLOORS: LVT/ POLISHED CONCRETE
- BASE: RUBBER
- WINDOWS: FIBERGLASS
- DOORS: SOLID CORE WOOD
- CASEWORK: MANUFACTURE W/ QUARTZ COUNTER

**SYSTEMS**

- HVAC: TBD
- LIGHTING: LED
- OTHER:

**FURNISHINGS**

- TABLE, CHAIRS, MARKER BOARD, PROJECTOR, MONITOR

**OTHER**

- BACK UP EOC

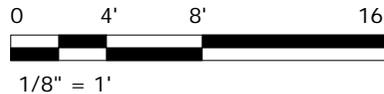
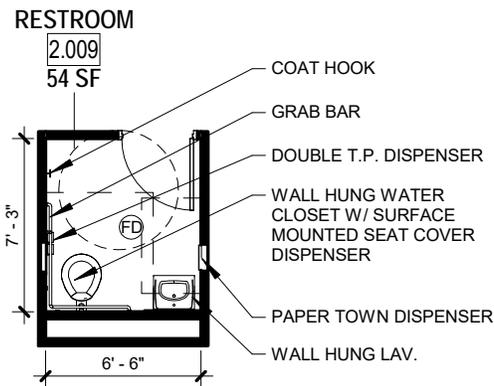
**GENERAL**

AREA 1428 SF

OPERATIONAL CRITERIA Supports meetings and classes for up to (50) in chairs and (24) at tables seated in chairs. Potential access to drill grounds.

SPECIALTY SPACE YES POTENTIAL BACK UP EOC

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: GWB W/ TILE WAINSCOT

FLOORS: TILE

BASE: TILE

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

N/A

**OTHER**

SOUND BATTS

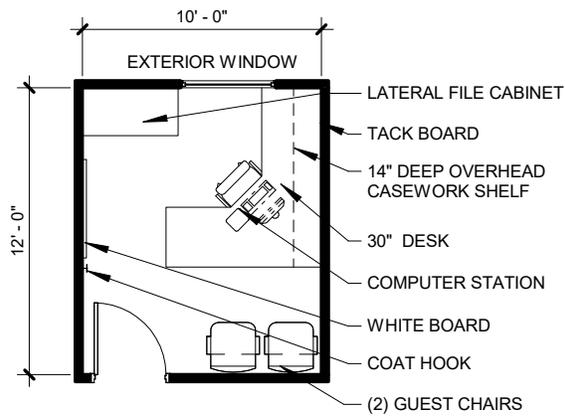
**GENERAL**

AREA 54 SF

OPERATIONAL CRITERIA Supports administrative staff. Direct access to offices. Secure from lobby and public.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: LVT/ POLISHED CONCRETE

BASE: RUBBER

WINDOWS: FIBERGLASS

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

WORKSTATION, FILE CABINET, GUEST CHAIRS

**OTHER**

SOUND BATTS

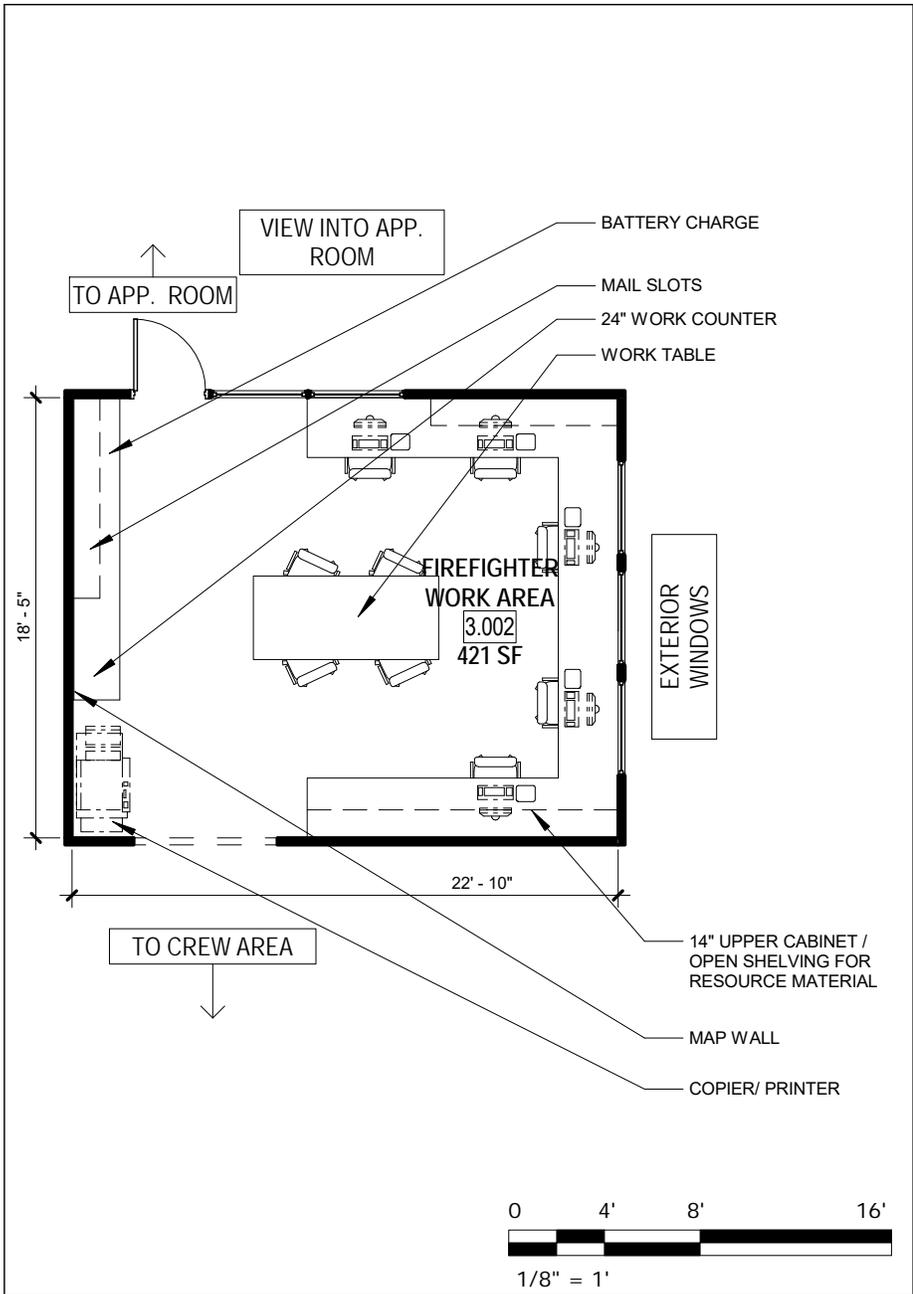
**GENERAL**

AREA 120 SF

OPERATIONAL CRITERIA Private office for departmental work. Flexible layout to accommodate change over time. Adjacent to firefighter work area.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: ACT
- WALLS: GWB
- FLOORS: LVT/ POLISHED CONCRETE
- BASE: RUBBER
- WINDOWS: FIBERGLASS
- DOORS: HOLLOW METAL
- CASEWORK: MANUFACTURED WITH QUARTZ COUNTERTOP

**SYSTEMS**

- HVAC: TBD
- LIGHTING: LED
- OTHER:

**FURNISHINGS**

WORK TABLE, CHAIR, COPIER

**OTHER**

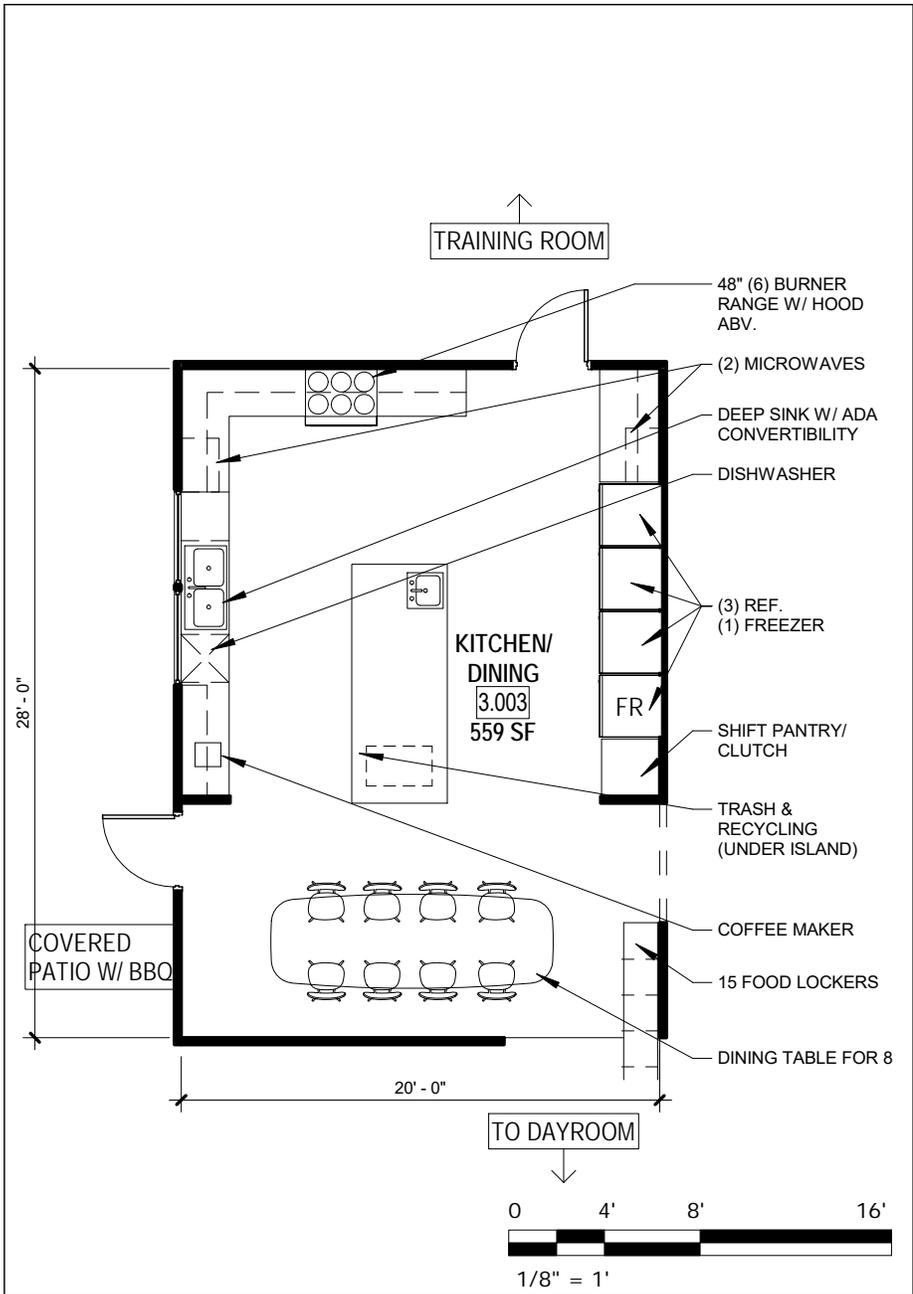
**GENERAL**

AREA 421 SF

OPERATIONAL CRITERIA Supports daily firefighter shift work, including training, report writing, conferences, dispatch and radio charging. Work stations for (5) firefighters. Adjacent to apparatus bay.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: ACT
- WALLS: GWB
- FLOORS: LVT/ POLISHED CONCRETE
- BASE: RUBBER
- WINDOWS: FIBERGLASS
- DOORS: STOREFRONT
- CASEWORK: MANUFACTURED WITH QUARTZ COUNTERTOP

**SYSTEMS**

- HVAC: TBD
- LIGHTING: LED
- OTHER: DINING TABLE FOR 8 (10'x4')

**FURNISHINGS**

N/A

**OTHER**

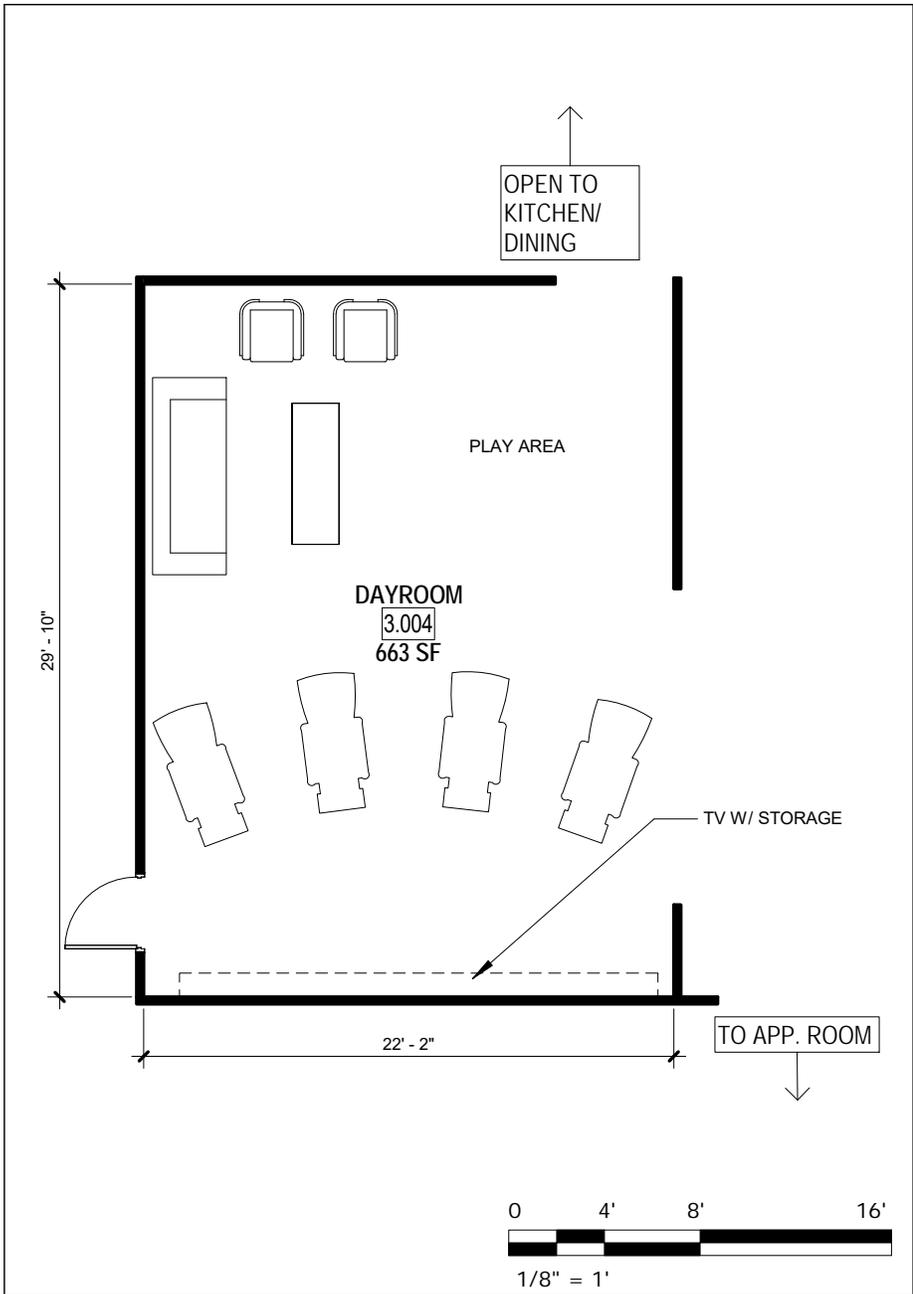
**GENERAL**

AREA 559 SF

OPERATIONAL CRITERIA Supports crew of (8), located near apparatus room and training room. Expandable into training room for larger dining and events.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: ACT
- WALLS: GWB
- FLOORS: LVT/ POLISHED CONCRETE
- BASE: RUBBER
- WINDOWS: FIBERGLASS
- DOORS: STOREFRONT
- CASEWORK: MANUFACTURED WITH QUARTZ COUNTERTOP

**SYSTEMS**

- HVAC: TBD
- LIGHTING: LED - DIMMER
- OTHER:

**FURNISHINGS**

- SOFAS, RECLINERS, COFFEE TABLE

**OTHER**

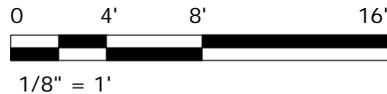
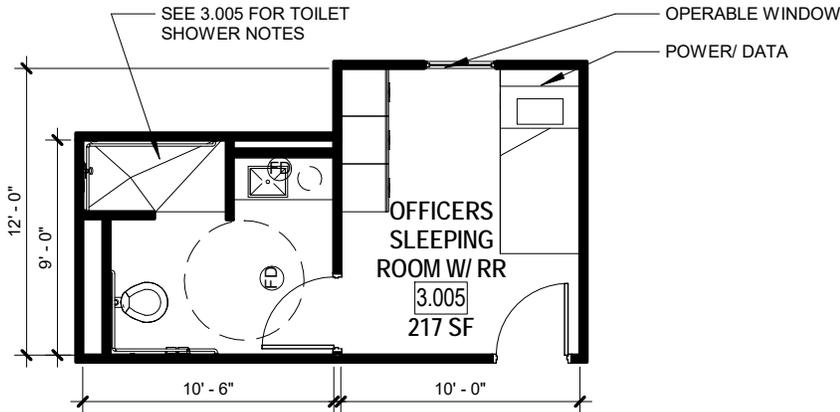
**GENERAL**

AREA 663 SF

OPERATIONAL CRITERIA Supports crew living area and visting family. Provides space to decompress and rehab following a call. Close access to apparatus bay.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: LVT/ POLISHED CONCRETE

BASE: RUBBER

WINDOWS: FIBERGLASS

DOORS: SOLID CORE WOOD

CASEWORK: MANUFACTURED WARDROBE UNITS AND HEADBOARD

**SYSTEMS**

HVAC: TBD - INDIVIDUAL CONTROL

LIGHTING: LED - DIMMER

OTHER:

**FURNISHINGS**

BED

**OTHER**

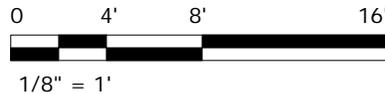
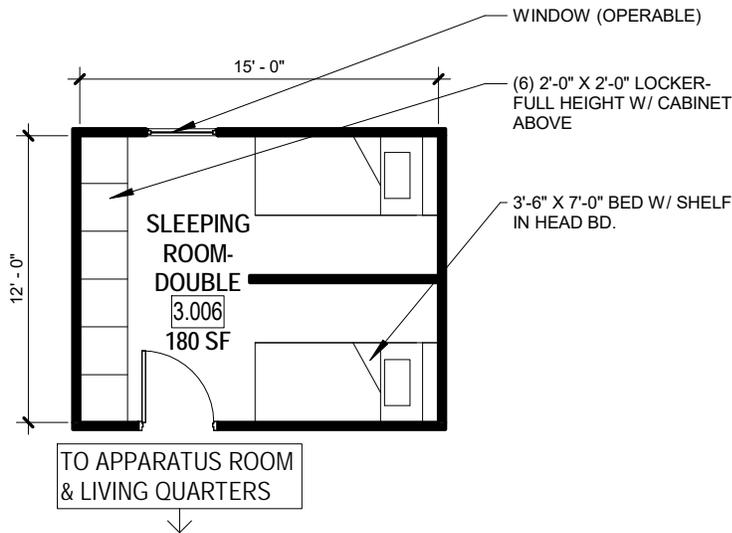
**GENERAL**

AREA 217 SF

OPERATIONAL CRITERIA Individual sleeping room with (1) wardrobe unit per shift. Individual room with privacy lock. Provide acoustical separation between sleeping rooms. Attached toilet/ shower room adjacent to officers sleeping room.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: ACT

WALLS: GWB

FLOORS: LVT/ POLISHED CONCRETE

BASE: RUBBER

WINDOWS: FIBERGLASS

DOORS: SOLID CORE WOOD

CASEWORK: MANUFACTURED WARDROBE UNITS AND HEADBOARD

**SYSTEMS**

HVAC: TBD - INDIVIDUAL CONTROL

LIGHTING: LED - DIMMER

OTHER:

**FURNISHINGS**

BEDS

**OTHER**

SOUND BATTS

**GENERAL**

AREA 180 SF

OPERATIONAL CRITERIA Double sleeping room with (2) wardrobe units per shift. Provide door with privacy lock. Provide acoustical separation between sleeping rooms.

SPECIALTY SPACE No

PREFERRED FLOOR

**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: TILE

FLOORS: TILE

BASE: TILE

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: MANUFACTURED WITH QUARTZ COUNTERTOP

**SYSTEMS**

HVAC: TBD - GOOD VENTILATION

LIGHTING: LED

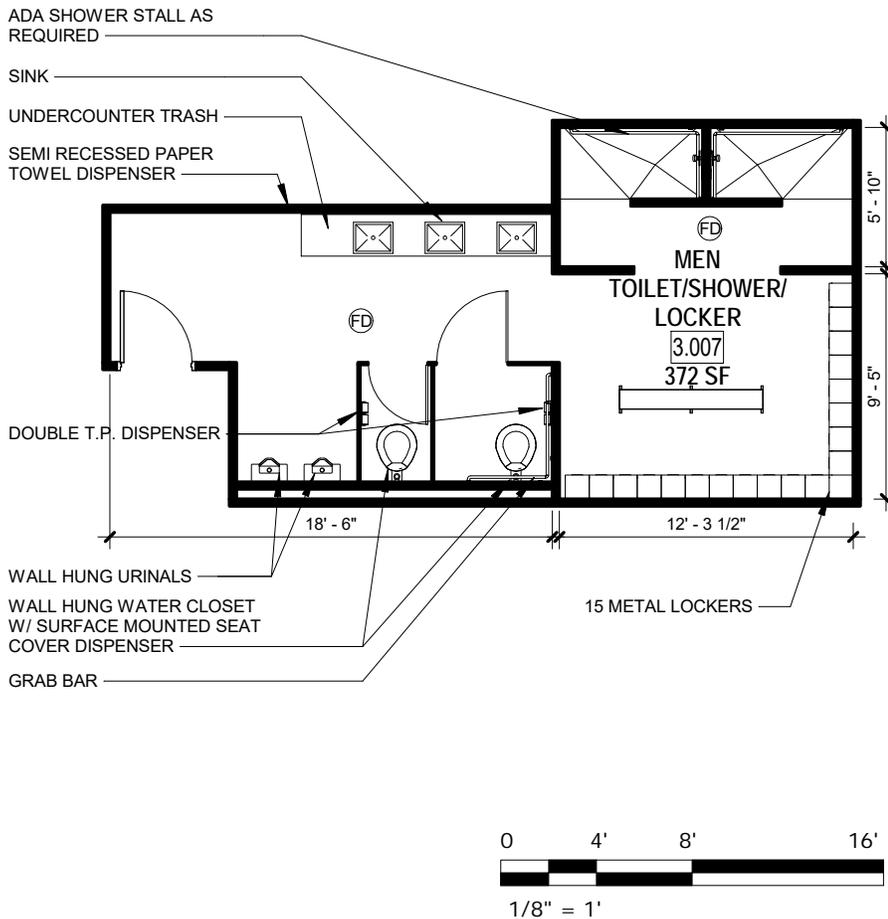
OTHER: N/A

**FURNISHINGS**

20 LOCKERS, BENCH

**OTHER**

SOUND BATTS



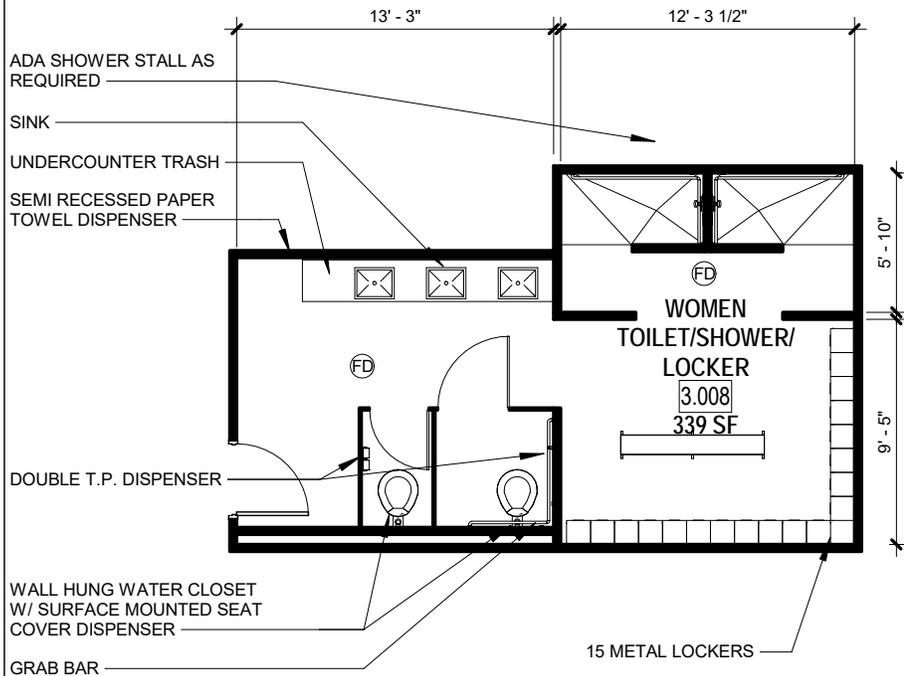
**GENERAL**

AREA 372 SF

OPERATIONAL CRITERIA

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: GWB
- WALLS: TILE WAINSCOT
- FLOORS: TILE
- BASE: TILE
- WINDOWS: N/A
- DOORS: SOLID CORE WOOD
- CASEWORK: MANUFACTURED WITH QUARTZ COUNTERTOP

**SYSTEMS**

- HVAC: TBD - GOOD VENTILATION
- LIGHTING: LED W/ MOTION SENSOR TIMER
- OTHER: N/A

**FURNISHINGS**

- 20 LOCKERS, BENCH

**OTHER**

- SOUND BATTS

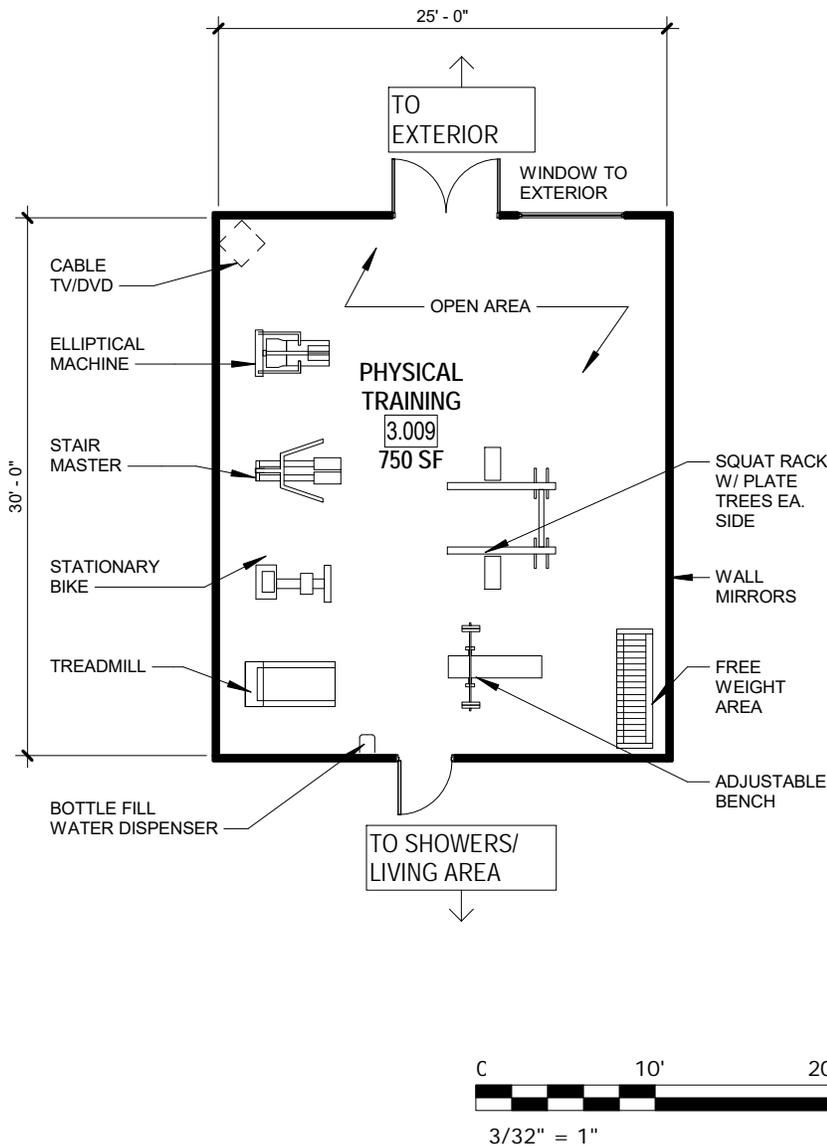
**GENERAL**

AREA 377 SF

OPERATIONAL CRITERIA

SPECIALTY SPACE NO

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: ACT
- WALLS: IMPACT RESISTANT
- FLOORS: RUBBER
- BASE: RUBBER
- WINDOWS: FIBERGLASS
- DOORS: SOLID CORE WOOD, STOREFRONT
- CASEWORK: N/A

**SYSTEMS**

- HVAC: TBD - GOOD VENTILATION CEILING FAN
- LIGHTING: LED
- OTHER: SOUND ISOLATE

**FURNISHINGS**

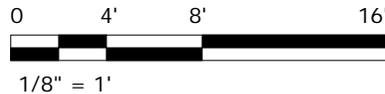
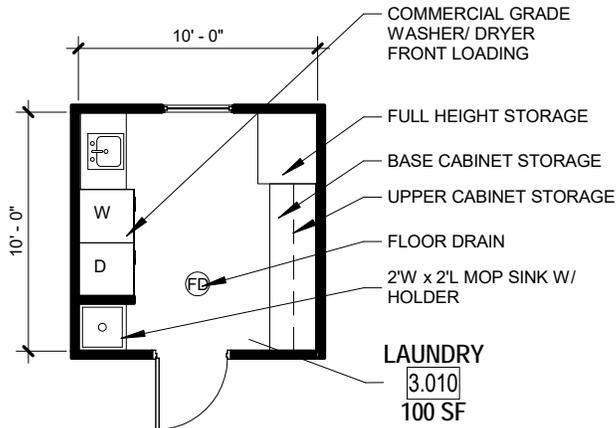
- EXERCISE EQUIPMENTS (4) CARDIO, FREE WEIGHTS, WALL MIRROR, BALL.

**OTHER**

- 12'-0" HIGH CEILING MIN.
- SOUND BATTS
- ISOLATE SLAB

**GENERAL**

- AREA 750 SF
- OPERATIONAL CRITERIA Area for mandated physical training. Configuration based on equipment requirements. 4-6 working out.
- SPECIALTY SPACE No
- PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: GWB

FLOORS: LVT OR POLISH CONCRETE

BASE: RUBBER

WINDOWS: FIBERGLASS (IF ANY)

DOORS: SOLID CORE WOOD

CASEWORK: MANUFACTURED WITH QUARTZ COUNTERTOP

**SYSTEMS**

HVAC: TBD - GOOD VENTILATION

LIGHTING: LED W/ MOTION SENSOR TIMER

OTHER: SOUND ISOLATED

**FURNISHINGS**

ELECTRIC WASHER AND DRYER

**OTHER**

**GENERAL**

AREA 100 SF

OPERATIONAL CRITERIA Supports ability to clean personal and in-house linens. Separate room avoids potential cross-contamination issue with cleaning of personal protective equipment. Limited linen and custodial storage supplies. Locate on or near an exterior wall for dryer venting and away from sleeping rooms.

SPECIALTY SPACE No.

PREFERRED FLOOR

**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED SOUND INSULATED DECK

WALLS: MOISTURE PROOF, CONC, MASONRY

FLOORS: 5,000# PSI POLISHED CONCRETE, SLIP RESISTANT

BASE: DUMAPLAST MOISTURE PROOF

WINDOWS: TBD

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: RADIANT FLOOR, SOURCE CAPTURE EXHAUST, PADDLE FAN

LIGHTING: LED

OTHER: N/A

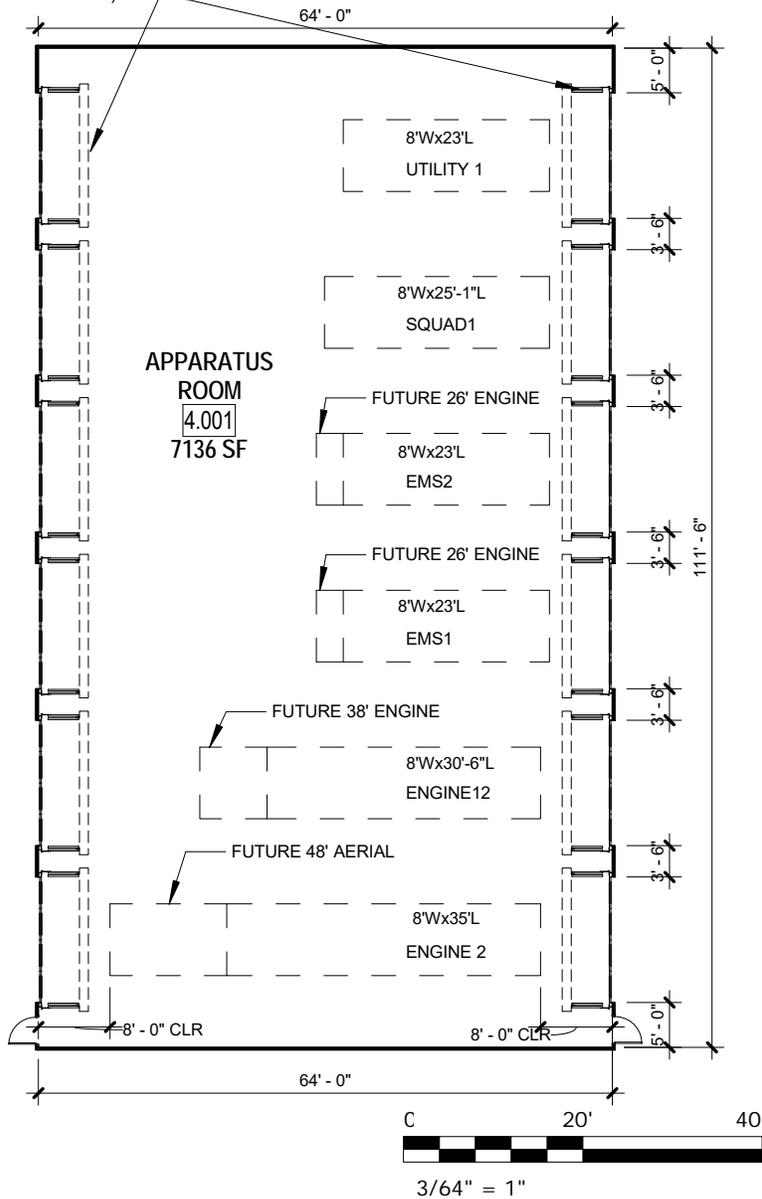
**FURNISHINGS**

N/A

**OTHER**

PROVIDE OVERHANG FRONT AND BACK

14'X14' BI-FOLD DOORS  
(@ FRONT FOR RESPONSE)



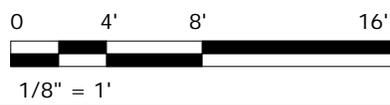
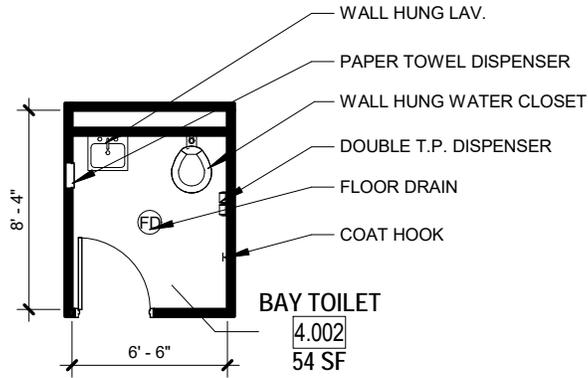
**GENERAL**

AREA 7136 SF

OPERATIONAL CRITERIA Space for current and projected apparatus needs. Drive through capabilities on all bays preferred for safety. Bay depth is consistent to allow for move up coverage and daily equipment checks. Ability to wash apparatus inside bays. 6 total bays.

SPECIALTY SPACE

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: TILE

FLOORS: POLISHED CONCRETE

BASE: TILE

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER: N/A

**FURNISHINGS**

N/A

**OTHER**

SOUND BATTS

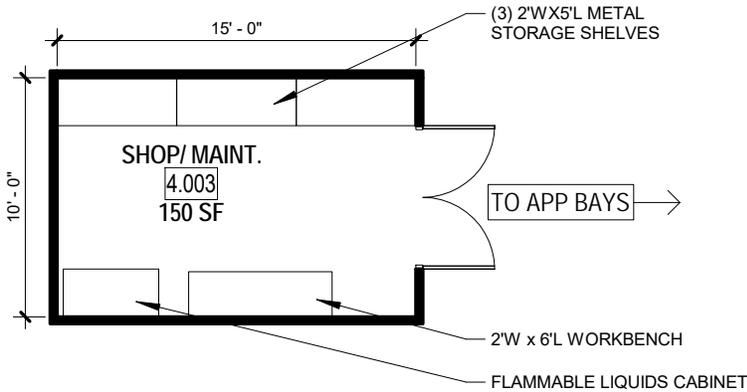
**GENERAL**

AREA 54 SF

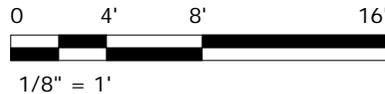
OPERATIONAL CRITERIA Unisex toilet room, accessible restroom for personnel to use without cross contaminating facility. Direct access from apparatus bay.

SPECIALTY SPACE No.

PREFERRED FLOOR



NOTE: SCBA MAINTENANCE AND COMPRESSOR CAN BE COMBINED WITH SHOP



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB/ EXPOSED

WALLS: IMPACT RESISTANT

FLOORS: POLISHED CONCRETE

BASE: N/A

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER: N/A

**FURNISHINGS**

WORKBENCH, SHELVING, FLAMMABLE LIQUIDS, CABINET

**OTHER**

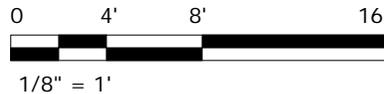
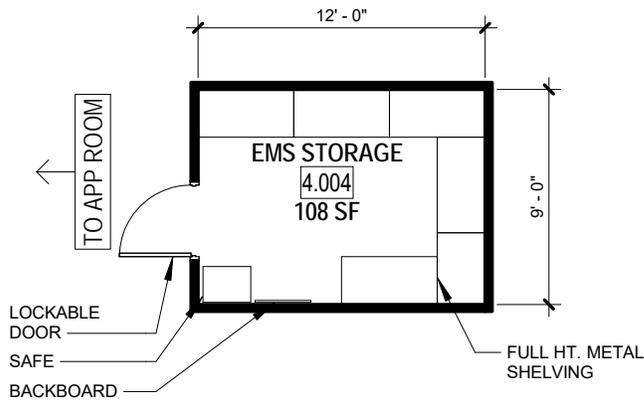
**GENERAL**

AREA 150 SF

OPERATIONAL CRITERIA Supports for daily equipment checks, maintenance and tool repair. Hand tools. No rolling stock maintenance.

SPECIALTY SPACE No.

PREFERRED FLOOR



**GENERAL**

AREA 108 SF

OPERATIONAL CRITERIA Supports storage of supplies. Adjacent to Apparatus Room and ambulance bays. No refrigeration, small safe, Class 1 DEA requirement - double locked, Narcotics storage.

SPECIALTY SPACE No.

PREFERRED FLOOR

**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB/ EXPOSED

WALLS: IMPACT RESISTANT

FLOORS: POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

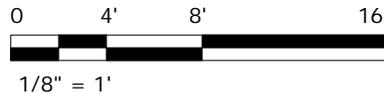
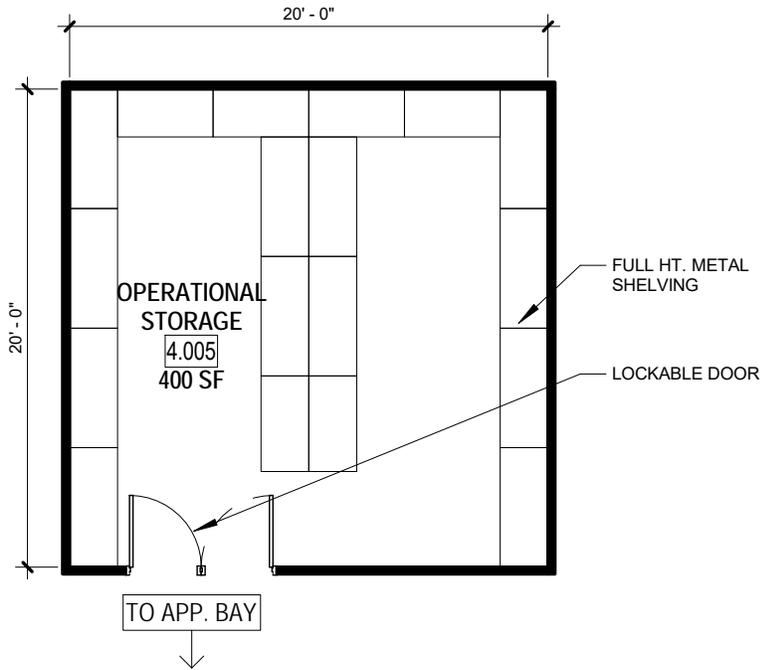
LIGHTING: LED

OTHER:

**FURNISHINGS**

SAFE METAL SHELVING

**OTHER**



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: IMPACT RESISTANCE

FLOORS: POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

METAL SHELVING

**OTHER**

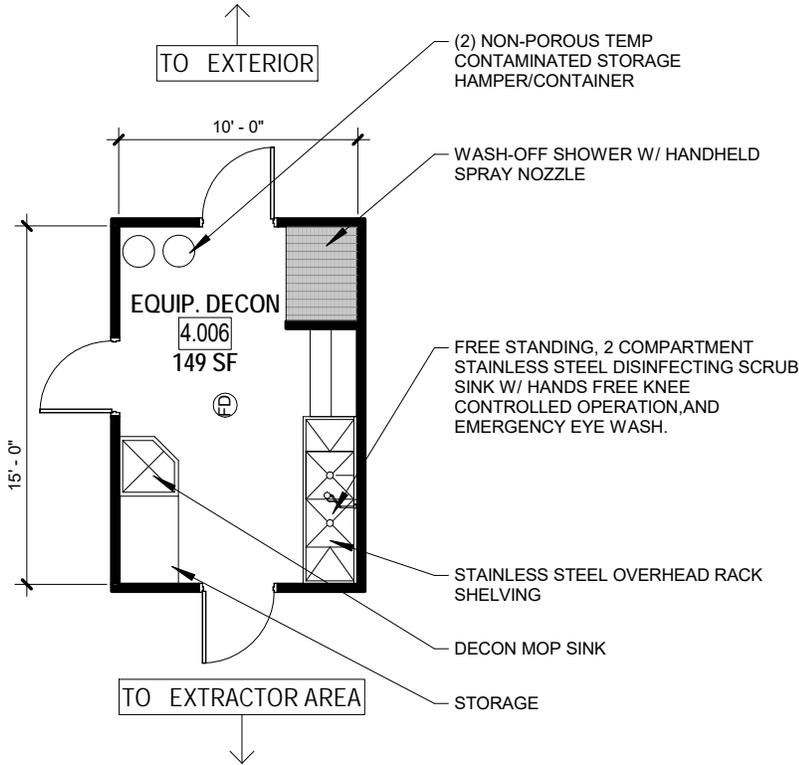
**GENERAL**

AREA 400 SF

OPERATIONAL CRITERIA Supports general equipment storage, homeland security storage, public education storage, new turnout gear, city and FD radio storage. Locate on opposite side of apparatus bay from offices / living.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB/ EXPOSED

WALLS: MOISTURE PROOF

FLOORS: POLISHED CONCRETE

BASE: MOISTURE PROOF

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: STAINLESS STEEL SHELVING

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

METAL STORAGE, CABINET

**OTHER**

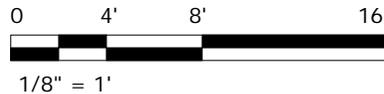
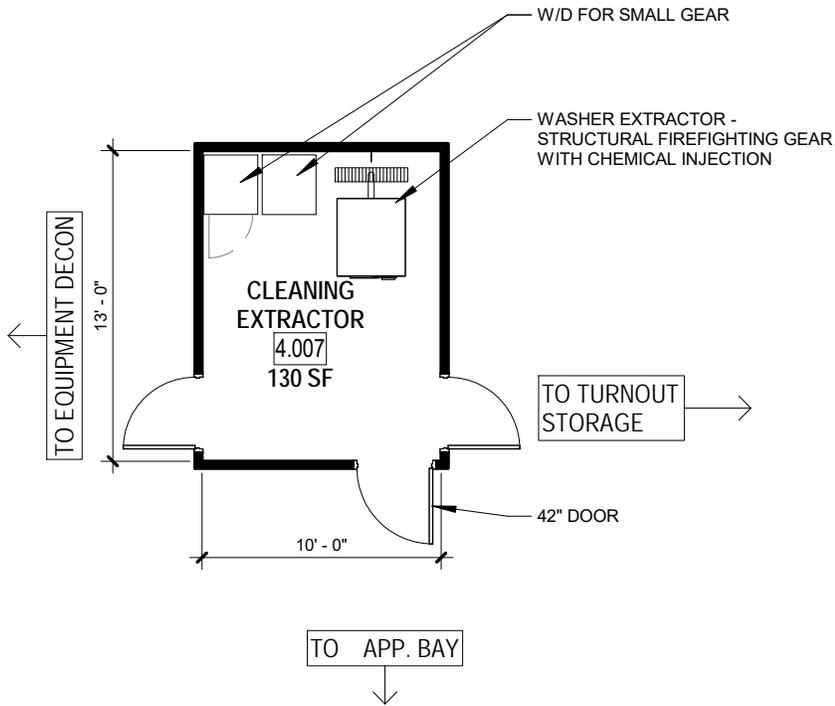
**GENERAL**

AREA 149 SF

OPERATIONAL CRITERIA Supports the decontamination of personnel, personal protective equipment and tools after incidents. Supports the cleaning personal protective equipment.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: GWB/ EXPOSED
- WALLS: MOISTURE PROOF
- FLOORS: POLISHED CONCRETE
- BASE: MOISTURE PROOF
- WINDOWS: N/A
- DOORS: HOLLOW METAL
- CASEWORK: N/A

**SYSTEMS**

- HVAC: TBD
- LIGHTING: LED
- OTHER:

**FURNISHINGS**

EXTRACTOR, WASHER AND DRYER

**OTHER**

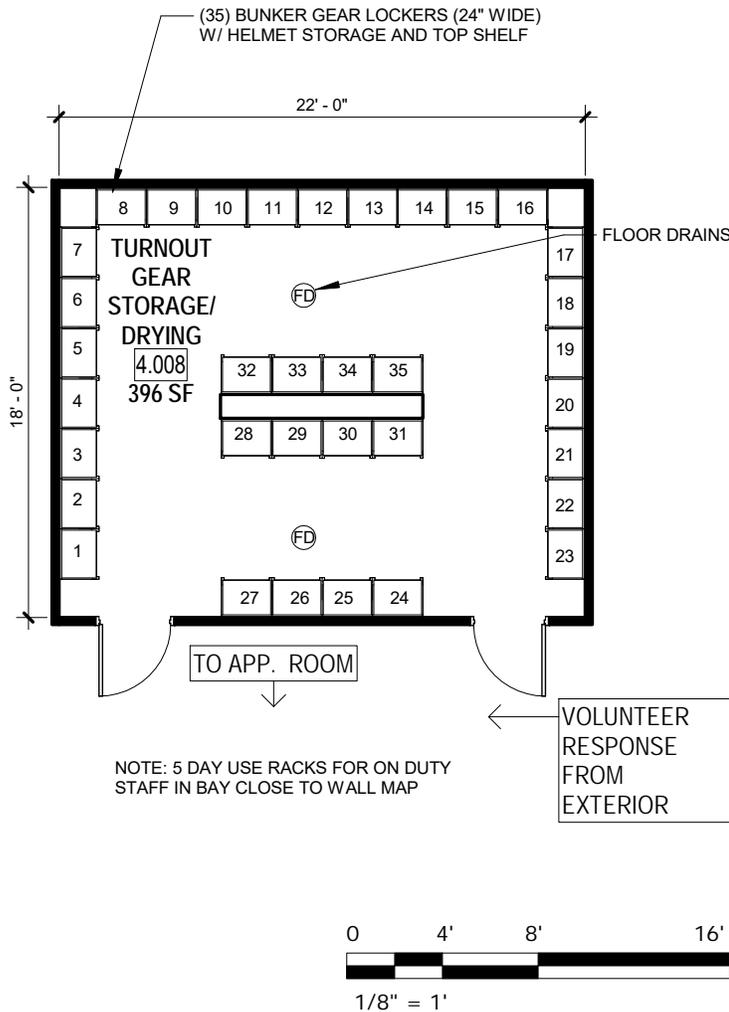
**GENERAL**

AREA 130 SF

OPERATIONAL CRITERIA Supports the decontamination of personnel, personal protective equipment and tools after incidents. Supports the cleaning of bunker gear.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB/ EXPOSED

WALLS: MOISTURE RESISTANCE

FLOORS: POLISHED CONCRETE

BASE: MOISTURE RESISTANCE

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: MULTI-STAGED HEAT AND VENTILATION

LIGHTING: LED

OTHER:

**FURNISHINGS**

MANUFACTURED TURNOUT RACKS WITH TOP SHELF

**OTHER**

CLOSE TO MAP AND DISPATCH RADIO

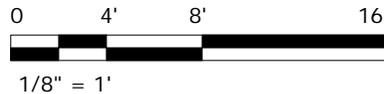
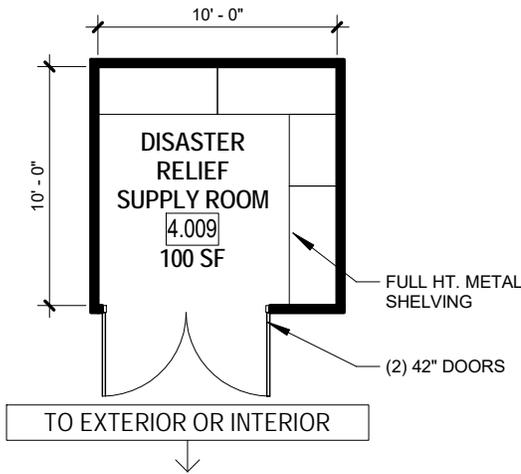
**GENERAL**

AREA 396 SF

OPERATIONAL CRITERIA Supports the storage and drying of personal bunker gear, helmets, boots, and wildland gear. Storage for (25) Volunteers racks and (10) paid.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: IMPACT RESISTANT

FLOORS: POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

METAL SHELVINGS

**OTHER**

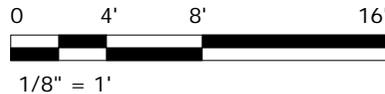
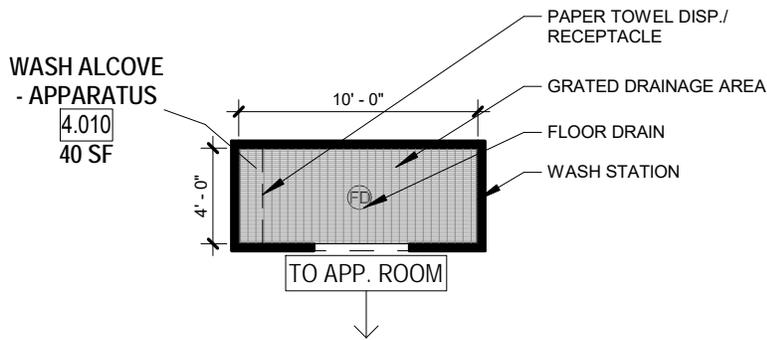
**GENERAL**

AREA 100 SF

OPERATIONAL CRITERIA Supports storage of disaster relief supplies. Adjacent to Apparatus Room.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: OPEN

WALLS: IMPACT RESISTANT/ WATERPROOF

FLOORS: GRATED

BASE: N/A

WINDOWS: N/A

DOORS: N/A

CASEWORK: N/A

**SYSTEMS**

HVAC: FAN

LIGHTING: LED

OTHER:

**FURNISHINGS**

**OTHER**

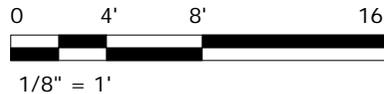
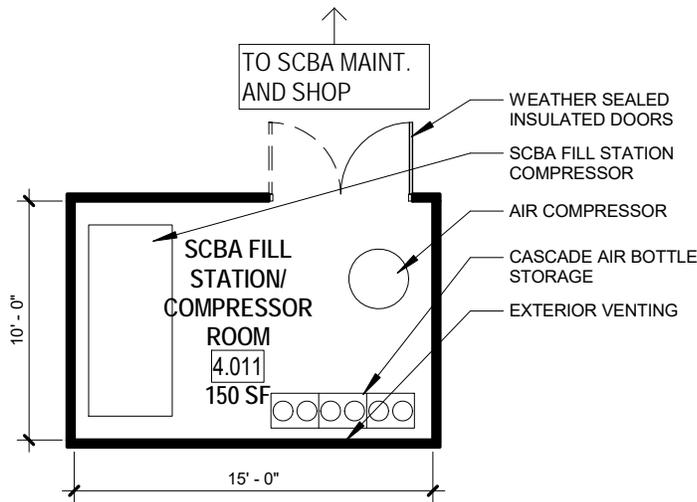
**GENERAL**

AREA 40 SF

OPERATIONAL CRITERIA Supports the storage of apparatus cleaning equipment including brushes and squeegees to avoid cross contamination with living area equipment. Locate adjacent to bay.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: IMPACTED RESISTANCE

FLOORS: POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: GOOD VENTILATION

LIGHTING: LED

OTHER: SOUND ISOLATED

**FURNISHINGS**

**OTHER**

SCBA COMPRESSOR WITH CASCADE & FILL STATION, HOUSE AIR COMPRESSOR

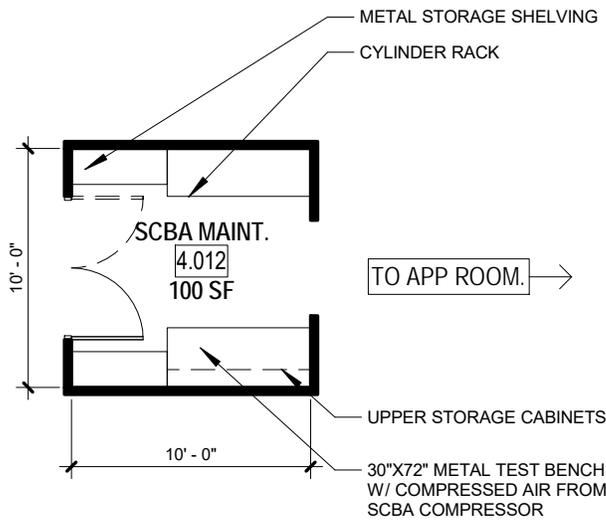
**GENERAL**

AREA 150 SF

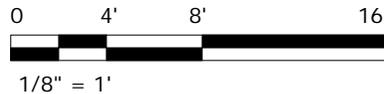
OPERATIONAL CRITERIA Supports storage and fill of self-contained breathing apparatus. Locate adjacent to bay and SCBA Maintenance and Shop.

SPECIALTY SPACE No

PREFERRED FLOOR



NOTE: CAN BE ADDED TO SHOP AREA



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: IMPACTED RESISTANT

FLOORS: POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

METAL WORKBENCH, SHELVING AND  
RACK BOTTLE STORAGE

**OTHER**

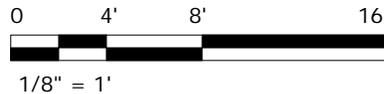
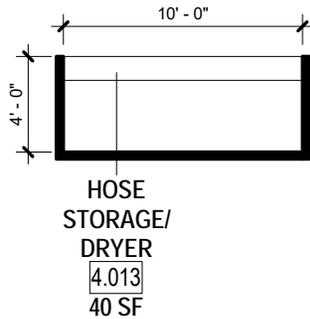
**GENERAL**

AREA 100 SF

OPERATIONAL CRITERIA Supports minor maintenance and storage of self-contained breathing apparatus. Locate adjacent to bay and SCBA Fill Station.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: IMPACTED AND WATER RESISTANT

FLOORS: POLISHED CONCRETE

BASE: WATER RESISTANT

WINDOWS: N/A

DOORS: N/A

CASEWORK: N/A

**SYSTEMS**

HVAC: N/A

LIGHTING: N/A

OTHER:

**FURNISHINGS**

(3) TIER HOSE RACK

**OTHER**

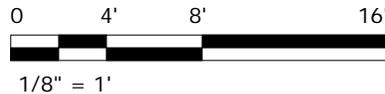
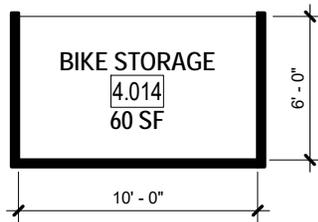
**GENERAL**

AREA 40 SF

OPERATIONAL CRITERIA Supports hose storage. Locate adjacent to bay.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILING: EXPOSED

WALLS: IMPACTED AND WATER RESISTANT

FLOORS: POLISHED CONCRETE

BASE: WATER RESISTANT

WINDOWS: N/A

DOORS: N/A

CASEWORK: N/A

**SYSTEMS**

HVAC: N/A

LIGHTING: LED

OTHER:

**FURNISHINGS**

**OTHER**

BIKE HOOKS

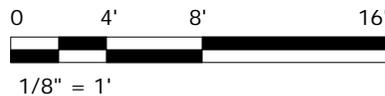
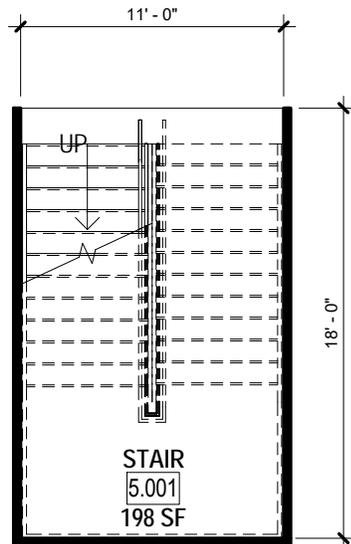
**GENERAL**

AREA 60 SF

OPERATIONAL CRITERIA Sized to support facility. Supports storage of bicycles

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: GWB

FLOORS: RUBBER/ POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: N/A

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

**OTHER**

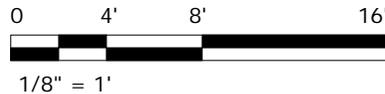
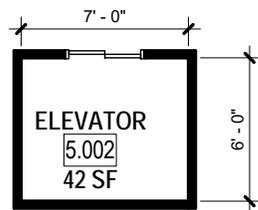
**GENERAL**

AREA 198 SF

OPERATIONAL CRITERIA Supports circulation in the facility.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: MANUFACTURER

WALLS: METAL/ LAMINATE

FLOORS: RUBBER

BASE: METAL/ LAMINATE

WINDOWS: N/A

DOORS: METAL

CASEWORK: N/A

**SYSTEMS**

HVAC:

LIGHTING: LED

OTHER:

**FURNISHINGS**

**OTHER**

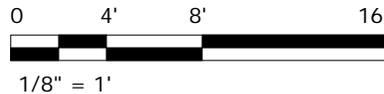
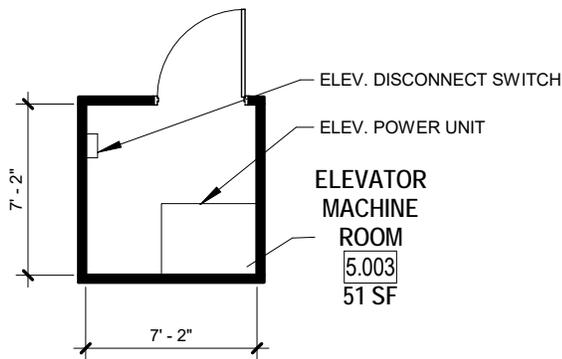
**GENERAL**

AREA 42 SF

OPERATIONAL CRITERIA Supports circulation in the facility. ADA required.

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: GWB

WALLS: GWB

FLOORS: RUBBER/ POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: AIR CONDITIONING

LIGHTING: LED

OTHER:

**FURNISHINGS**

**OTHER**

ELEVATOR EQUIPMENT

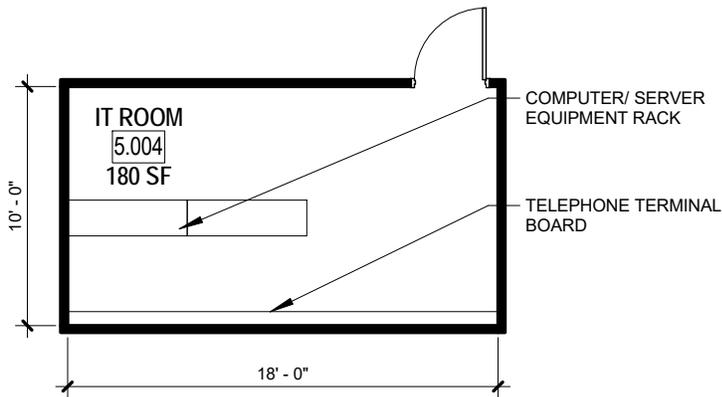
**GENERAL**

AREA 51 SF

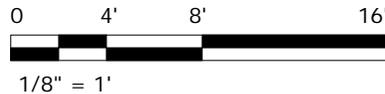
OPERATIONAL CRITERIA Supports operation of elevator.

SPECIALTY SPACE No

PREFERRED FLOOR



NOTE: IF CITY WIDE SYSTEM INCORPORATED  
ADD WORKSTATION AND ADDITIONAL SQUARE  
FOOTAGE 200SF TOTAL



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: GWB/ FIREPROOF PLYWOOD

FLOORS: STATIC PROOF

BASE: RUBBER

WINDOWS: N/A

DOORS: SOLID CORE WOOD

CASEWORK: N/A

**SYSTEMS**

HVAC: AIR CONDITIONING

LIGHTING: LED

OTHER:

**FURNISHINGS**

POSSIBLE WORKSTATION

**OTHER**

SERVER RACKS

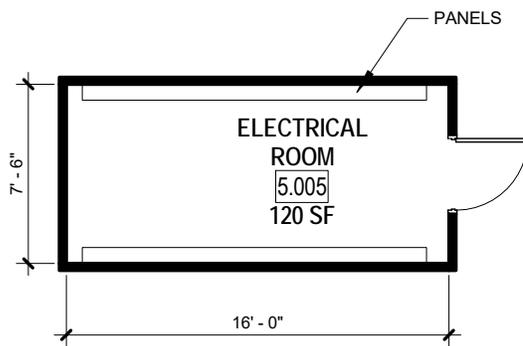
**GENERAL**

AREA 120 SF

OPERATIONAL  
CRITERIA

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: GWB

FLOORS: POLISHED CONCRETE

BASE: RUBBER

WINDOWS: N/A

DOORS: HOLLOW METAL

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

**OTHER**

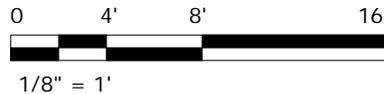
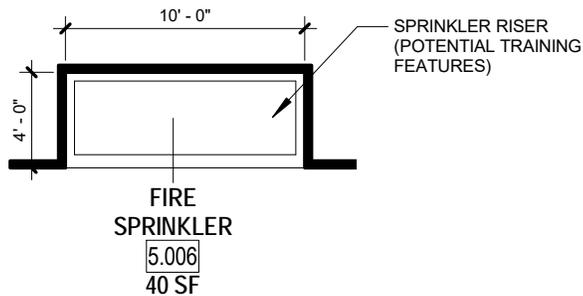
**GENERAL**

AREA 120 SF

OPERATIONAL CRITERIA Sized to support facility

SPECIALTY SPACE No

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

CEILINGS: EXPOSED

WALLS: IMPACT AND WATER RESISTANT

FLOORS: POLISHED CONCRETE

BASE: WATER RESISTANT

WINDOWS: N/A

DOORS: N/A

CASEWORK: N/A

**SYSTEMS**

HVAC: TBD

LIGHTING: LED

OTHER:

**FURNISHINGS**

**OTHER**

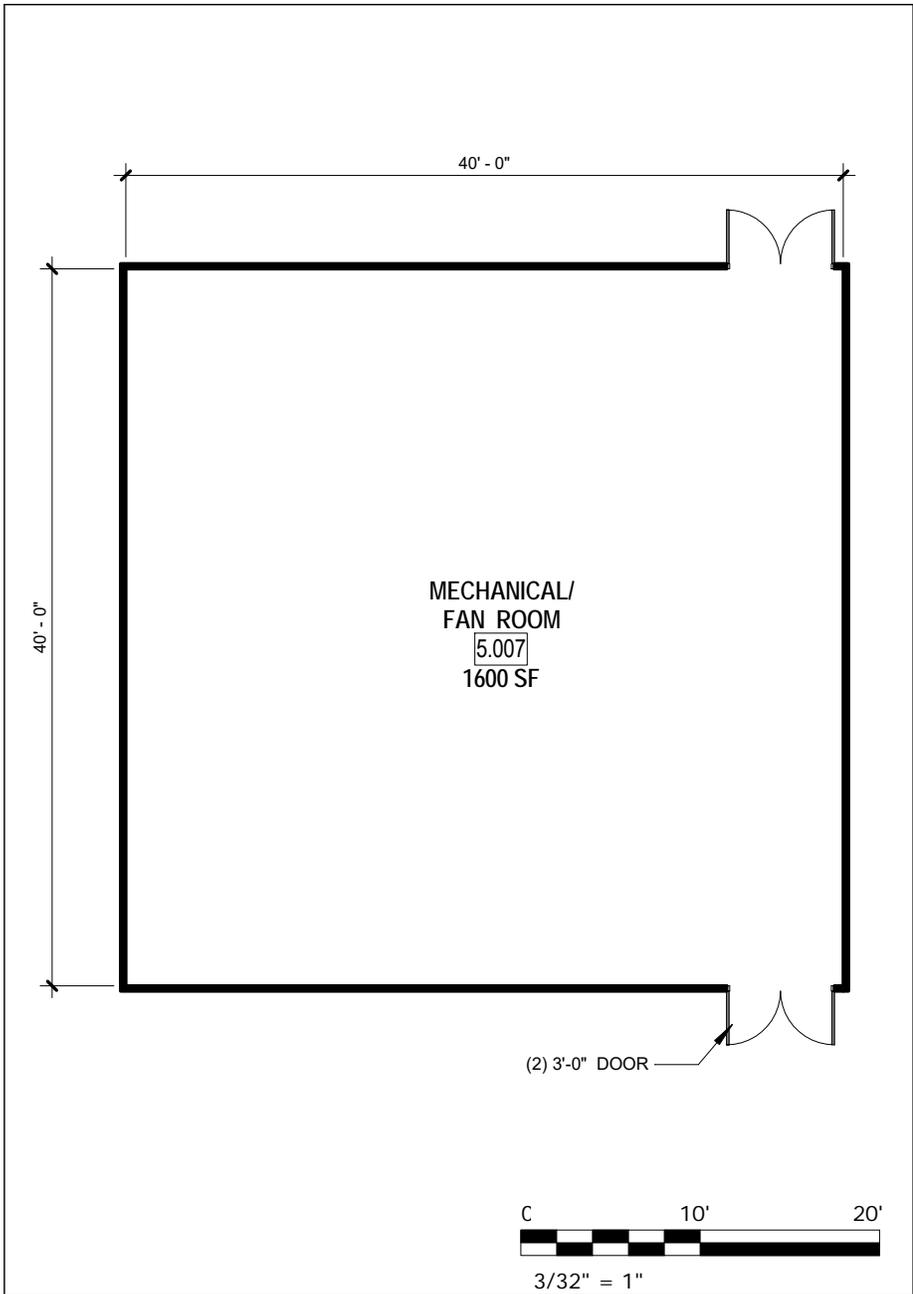
**GENERAL**

AREA 40 SF

OPERATIONAL CRITERIA Supports sprinkler riser assembly and suppression equipment to limit obstruction path of travel and required clearances in bay.

SPECIALTY SPACE No.

PREFERRED FLOOR



**CONSIDERATIONS**

**MATERIALS**

- CEILINGS: EXPOSED
- WALLS: IMPACT AND WATER RESISTANT
- FLOORS: POLISHED CONCRETE
- BASE: WATER RESISTANT
- WINDOWS: N/A
- DOORS: HOLLOW METAL
- CASEWORK: N/A

**SYSTEMS**

- HVAC: TBD
- LIGHTING: LED
- OTHER:

**FURNISHINGS**

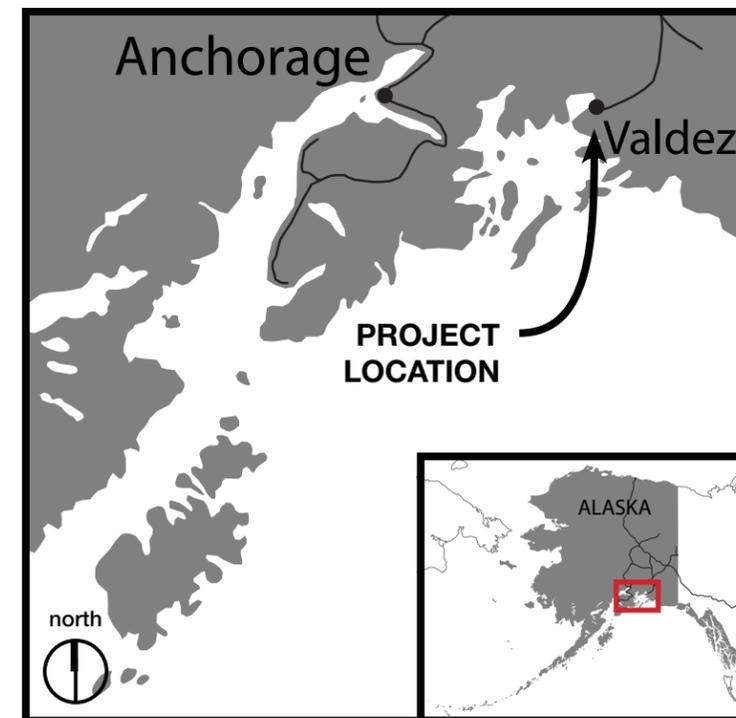
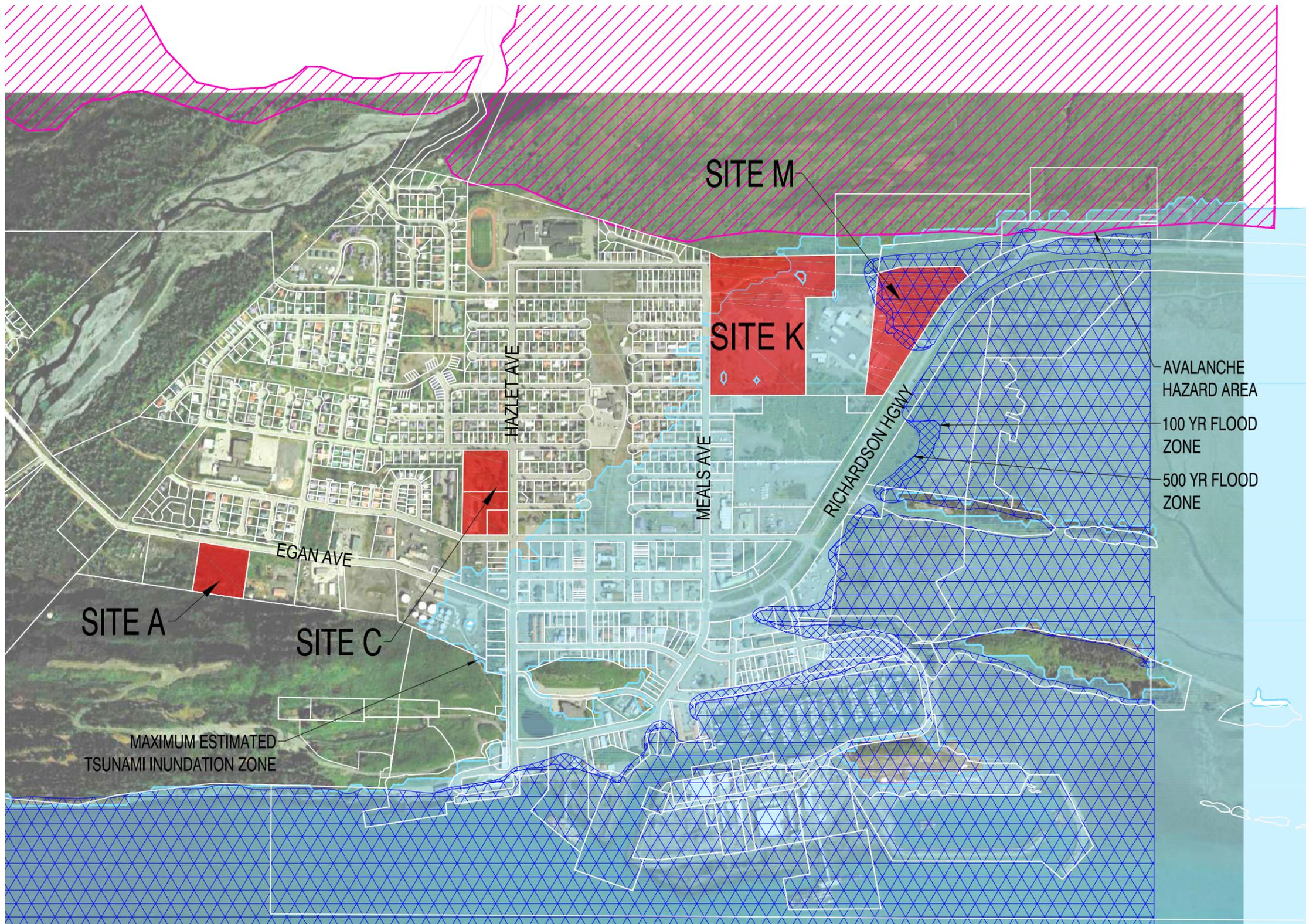
**OTHER**

**GENERAL**

AREA	1600 SF
OPERATIONAL CRITERIA	Sized to support facility
SPECIALTY SPACE	No
PREFERRED FLOOR	

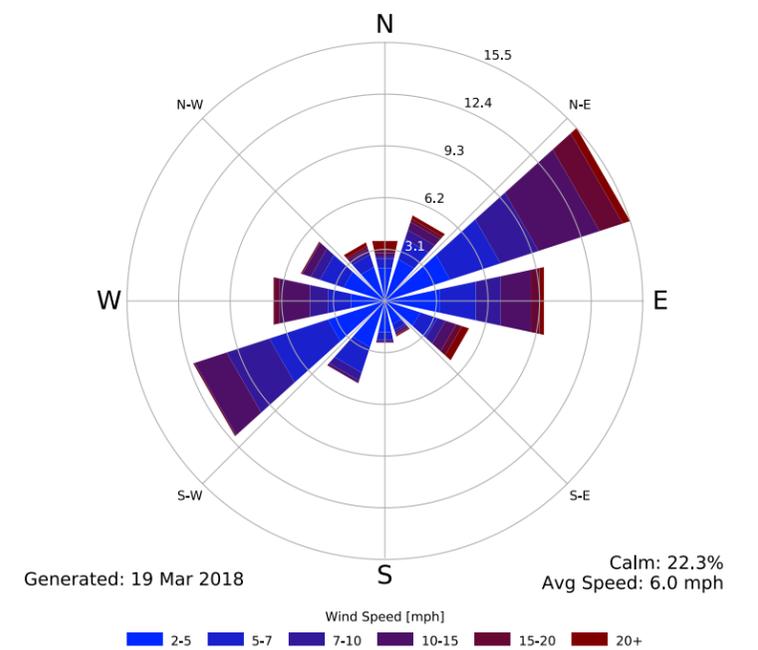
# APPENDIX B

## Valdez Fire Station Concept Site Layout



### Prevailing Winds

[PAVW] VALDEZ  
Windrose Plot [All Year]  
Period of Record: 01 Aug 1967 - 06 Mar 2007

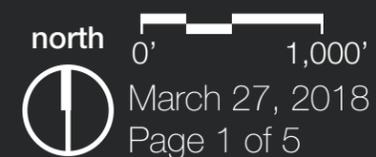


GIS data requested from Valdez GIS Manager  
Flood data downloaded from <https://www.fema.gov/national-flood-hazard-layer-nfhl>

Wind data generated from: <http://mesonet.agron.iastate.edu/>

# VALDEZ FIRE STATION CONCEPT SITE LAYOUT

## Site Locations and Context



BETTISWORTH<sup>NORTH</sup>





# VALDEZ FIRE STATION CONCEPT SITE LAYOUT

Site A

north

0' 60'

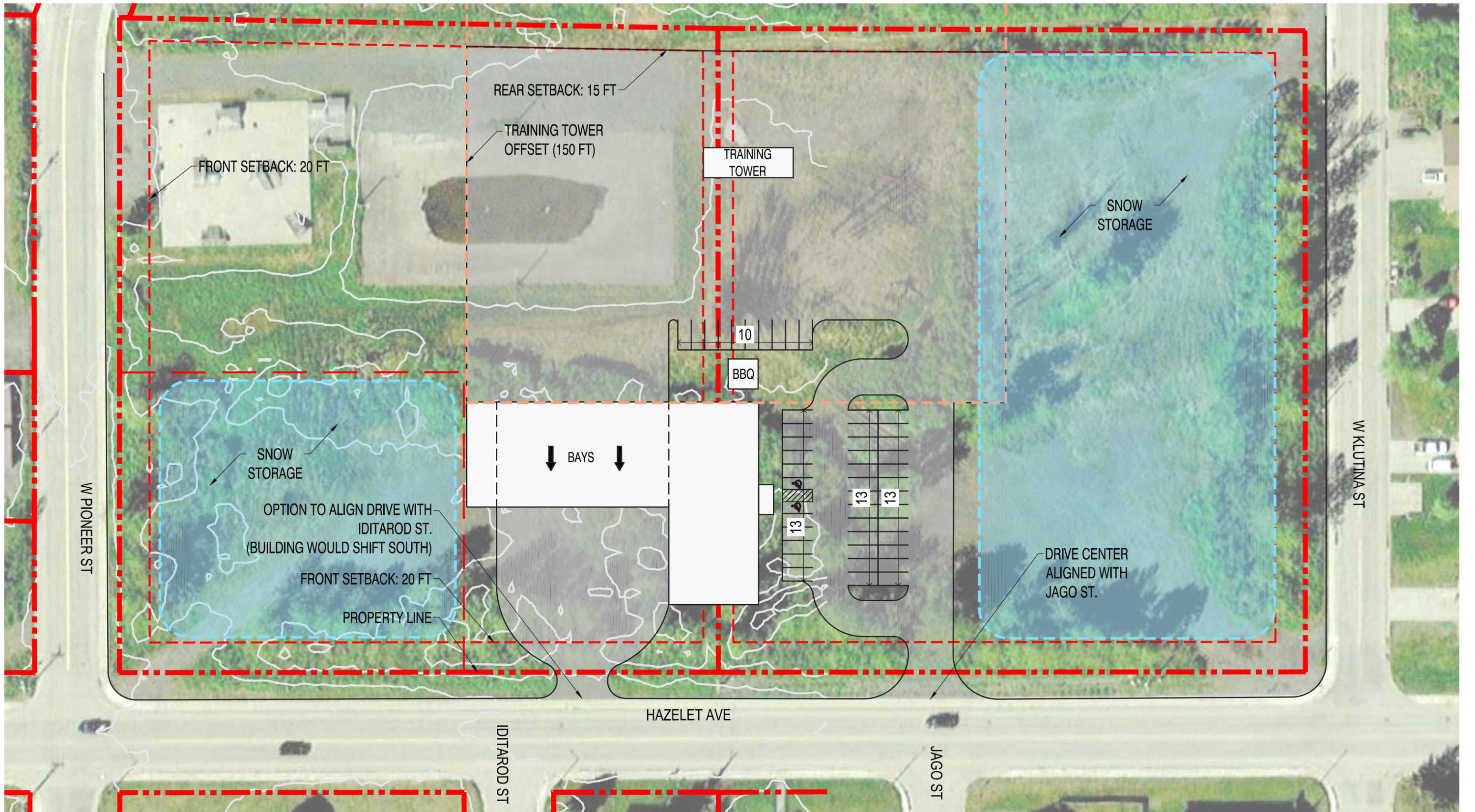
March 27, 2018

Page 2 of 5

BETTISWORTH<sup>NORTH</sup>

T C A

ARCHITECTURE + PLANNING + DESIGN



# VALDEZ FIRE STATION CONCEPT SITE LAYOUT

Site C

north 0' 60'  
 March 27, 2018  
 Page 3 of 5

BETTISWORTH<sup>NORTH</sup>





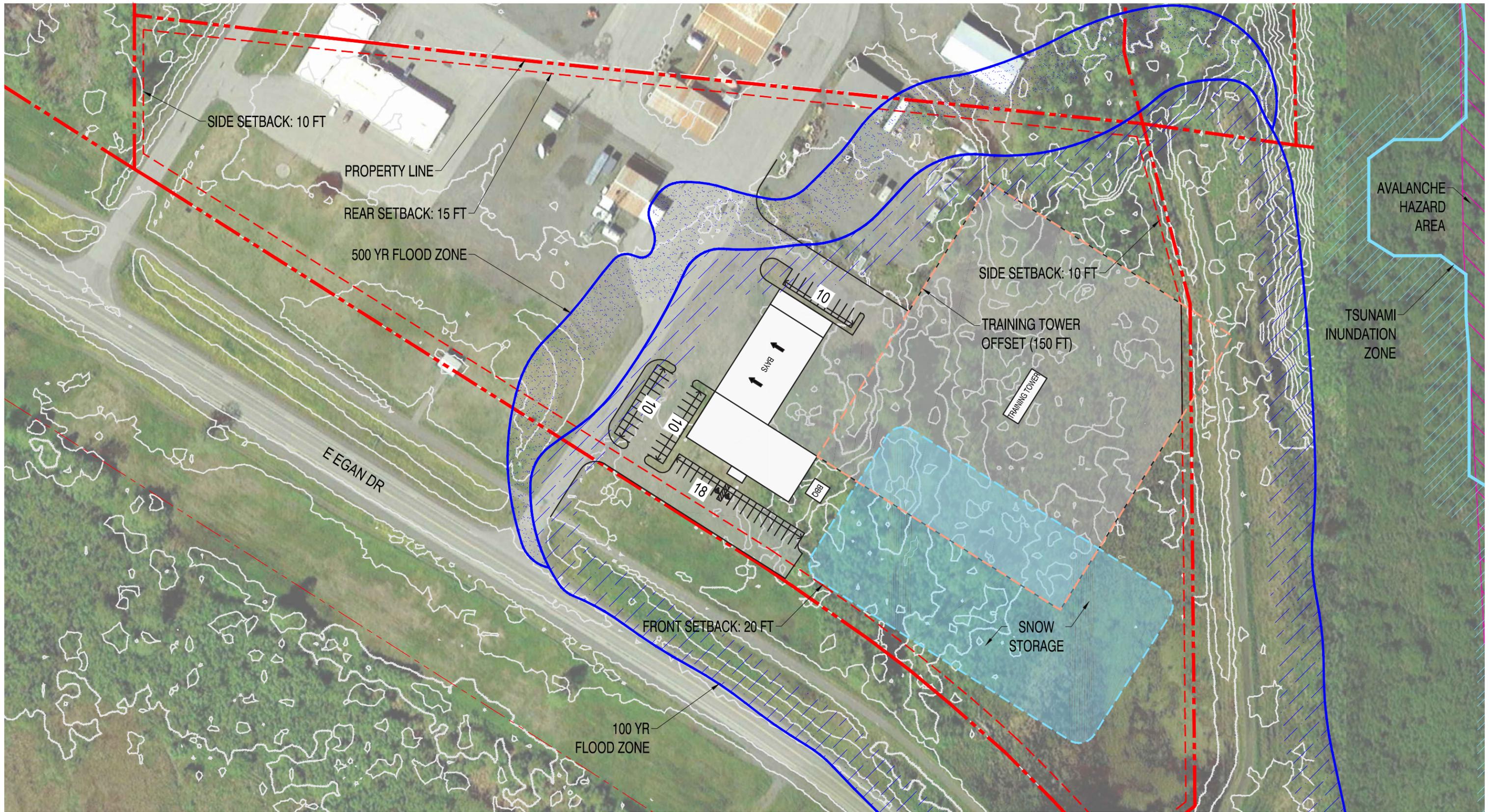
# VALDEZ FIRE STATION CONCEPT SITE LAYOUT

Site K

north 0' 80'  
 March 27, 2018  
 Page 4 of 5

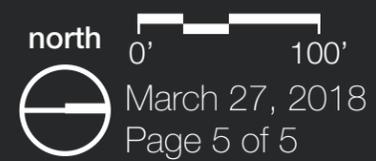
BETTISWORTH<sup>NORTH</sup>





# VALDEZ FIRE STATION CONCEPT SITE LAYOUT

Site M



BETTISWORTH<sup>NORTH</sup>



# APPENDIX C

## Preliminary Sites

# City of Valdez Fire Station Site Selection Criteria Matrix

Potential Sites	Weight	Priority	A	B	C	D	E	F	G	H	I	J	K	L	N	M	O	P	Q
Common Name / Description			W Egan / Industry park	Pt. Valdez lot west of VCS Maint. Shop	Luke Horning SK8 Park	Keystone Hotel	Playground + courts	Exiting Fire Station	1/3 Park Strip at Pioneer Dr	Old Prospector site + Pipeline Club	Snow storage at Pioneer and Chenega	Old 3 Bears + No Name Pizza	Dog Park + Community Garden	Gavora parcel	New Harbor west parking area	DOT property NE USS 349	Ball Field & Snow lot	J&R Plumbing & commercial lots near tank farm	Sea Otter
Street Address (from City address map book)			802 W Egan Dr	501 Clark Ave	401 W Pioneer Street	400 Egan Dr	250 Hanagita St	220 Pioneer Dr	251 Pioneer Dr	128, 141, 142 Egan Drive	150 Pioneer Dr	137 & 121 Egan Drive	911 Meals Ave (South portion)	241 E Egan Drive	196 S Harbor Drive	351 Richardson Highway	251 Hanagita Street	201, 181, 151, 121, 101 & 91 S Hazelet Ave	226 S Harbor Drive
Parcel Number (from City Tax Roll)			7055000030	71030010000 *700 on lot map	7040020060	70400340080	No parcel #	No parcel #	70400020020	70400330070 70400330100 70400332070	70400250030 70400250040 70400250050 70400250060 70400250070	70400290010 70400290012	0082141011 (part of 26 AC)	70600050020	70300170000	3490000000	70400010010	71200080000 71200080001 71200080030 71200080040 71200080050 71200080060	70300460040
<b>Site Features</b>	30	1																	
Lot size and configuration (Est by Rozak)			5.04 AC rectangle	2.50 AC rectangle	Est 3.9 AC square	1.78 AC rectangle	Est 2.4 AC rectangle	Est 0.25 AC rectangle	Est 2.5 AC rectangles	1.03 AC square +rectangle	0.48 AC square	1.39 AC rectangle	Est 8.6 AC rectangle	Est 14 AC rectangular	Est 1.7 AC rectangle	Est 9.8 AC Rectangular	Est 2.6 AC rectangle	2.67 AC rectangle	Est 7 AC irregular
Topography / slope			Uniform, flat	Uniform, flat	Uniform / south	Uniform, flat / south	Uniform, flat / south	Improved, flat,	Uniform / south	Uniform, flat	Uniform, flat	Uniform, flat	Mounds / south	Moderate slope south	Uniform, flat / south	Need City input	Uniform, flat	Uniform / south	Uniform, slope NW & south
Main Road access/ drive through			north	south & west	south & east	north, west & south	north, SE & SW	north & west	south, NE & NW	north & south	north & west	north & south	west	east	west & east	south & east	north & south	north & east	north
Utilities available (City must verify)			Yes	Yes	Yes	Yes	(probable, must confirm)	Yes	Yes	Yes	Yes	Yes	(probable, must confirm)	(uncertain)	(Need City input)	(uncertain)	Yes	Yes	Need City input
Snow storage			Yes	No	Yes	No	No	at Park Strip	No	No	No	No	Yes	Yes	No, maybe on adjacent land	Yes	No	Yes	Yes
Room for future expansion			Yes	No	No	No	Maybe, to south	No	Maybe, to north	Maybe, on private lot	No	No	Yes	Yss	Not practical, need City input	Yes	No	No	Yes
<b>Site Compatibility</b>	25	2																	
Compatible with Fire Dept. (City to confirm)			Yes, except shaded by hill	Minimum size, shaded by hill	Yes	Undersize	Mimumum size	Undersize	Minimum size	Undersize	Undersize	Undersize	Yes	Yes	Undersize	Yes	Minimum size	Need FD input	Need FD input
Compatible with adjacent uses			Yes	Yes	Yes	Yes	Yes	Yea	Yes	Yes	Yes	Yes	Hospital nearby Need City input	Yes	Need City input	Yes	Yes	No	Need City input
Conformance with COV zoning			LI, sub V	RC, sub X	RA, sub V	C, sub C	Need City input	CBD, sub X	P, sub X	C, sub C	CBD, sub V	CBD, sub C	P	C, sub V	LI, sub X	C, sub V	P, sub NA	C, sub C/R	LI, sub P
<b>Natural/ Physical Environmental</b>	20	3																	
Tsunami/ Avalanche			No	No	No	No	No	No	No	No	No	No	No	No	No	No / Unknown	No	No	No
Surface water			No	No	No	No	No	No	No	No	No	No	No	No	No	Creek at north ?	No	No	No
Subsurface investigation (info / reports available)			?	?	?	?	?	Assume Yes	?	?	?	?	?	maybe partial	Yes, bedrock	?	?	?	maybe, RV park demolition
Archeological/ historical site			No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
Threatened/ endangered species			Unknown	No	No	No	No	No	No	No	No	No	No	Unknown	No	Unknown	No	No	No
<b>Purchase Cost/Terms</b>	15	4																	
(Cost = 2017 City Tax Role Gross Market Value)			\$ 108,900	\$ 161,200	\$ 343,000	\$ 997,100	Need City input	Need City input	\$ 783,700	\$ 734,100	\$ 59,400	\$ 358,000	\$ 418,258	\$ 200,900	\$ 108,877	\$ 92,209	\$ 182,600	\$ 476,800	\$ 809,000
Approximate Purchase Cost Category			Low	Low	Med	High-Very High	Need City input	Need City input	High	High	Low	Med	Med	Low-Med	Low	Low	Low	Med	High
City-owned				X	X		X	X	X		X		X		X		X		X
State of Alaska																X			
Private/ Commercial			The Port Valdez Co, INC.			Valdez Properties Inc.				Valdez Motel Corp and Valdez Prospector Outfitters Inc.		Reynolds, Janice and Valdez Center Company		Suzanne Waugaman & Linda Colledge				Kelsey, John and Jenette; Kelsey Trust-Thomas Duncan; Valdez Dock Company	
<b>Site Development Costs</b>	10	5																	
Access costs			Low	Low	Low	Low	Low	Low	Low	Low	Low	Low	Low	Med	Low	Low-Med	Low	Low	Low
Utility costs			Low	Low	Low	Low	Low	Low	Low	Low	Low	Low	Low	Med	Med, bedrock	Low-Med	Low	Low	Low-Med
Preparation costs			Low	Low	Low-Med	Med	Low-Med	Med, remodel	Must evaluate	Must evaluate	Low	Low	Low-Med	Med ?	Low	Med	Low-Med	Low-Med	Low-Med
Mitigation costs			Low	Low	Relocate rink	Demo. Bldgs.	Replace court & playground	Remodel issues	Must evaluate	Demo. Bldgs	Low	Demo. Bldg	Replace Dog Park	Low-Med	Low	Med-unknown	Replace ball field & snow storage	Relocate structures	Relocate rock & crushed material
<b>TOTAL SCORE</b>	<b>100</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Site Purchase Cost Category:**

- Low: <\$250,000
- Med: \$250,000-\$500,000
- High: \$500,000-\$1,000,000
- Very High: >\$1,000,000

**Site Preparation Cost Category:**

- Low: Minimal clearing, unsuitable material or fill
- Med: Partial clearing, some unsuitable material and fill, no bedrock removal
- High: All clearing, extensive unsuitable material and fill, bedrock blasting/ripping and removal

# City of Valdez Fire Station Site Selection Criteria Matrix

Updated 1/11/18

Potential Sites	Weight	Priority	Row Average	A	B	C	K	L
Common Name / Description				W Egan / Industry park	Pt. Valdez lot west of VCS Maint. Shop	Luke Horning SK8 Park	Dog Park + Community Garden	Gavora parcel
Street Address (from City address map book)				802 W Egan Dr	501 Clark Ave	401 W Pioneer Street	911 Meals Ave (South portion)	241 E Egan Drive
Parcel Number (from City Tax Roll)				70550000030	71030010000 *700 on lot map	70400200060	0082141011 (part of 26 AC)	70600050020
Site Features	30	1	19	26	25	24	21	25
Site Compatibility	25	2	14	17	14	16	14	20
Natural/ Physical Environmental	20	3	14	17	16	16	17	12
Purchase Cost/Terms	15	4	10	11	11	12	13	8
Site Development Costs	10	5	6	8	9	6	8	6
<b>TOTAL SCORE</b>	<b>100</b>		<b>64</b>	<b>80</b>	<b>75</b>	<b>73</b>	<b>73</b>	<b>72</b>

RANKING BY SCORE

1                      2                      3                      3                      4



**CITY OWNED PROPERTY**

**Site C**  
Luke Horning SK8 park

**Site K**  
Dog Park + Community Garden

**PRIVATELY OWNED PROPERTY**

**Site A**  
802 W Egan/Industrial Park

**Site B**  
Pt Valdez Lot west of VCS Maint. shop

**Site L**  
Gavora Property



### CITY OWNED PROPERTY

- Site C**  
Luke Horning SK8 park
- Site E**  
Playground + Courts
- Site F**  
Existing Fire Station
- Site G**  
1/3 Parkstrip at Pioneer Dr.
- Site I**  
Snow storage at Pioneer and Chenega
- Site K**  
Dog Park + Community Garden
- Site N**  
New harbor parking area
- Site O**  
Ball Field and Snow Lot
- Site Q**  
Sea Otter

### STATE OWNED PROPERTY

- Site M**  
DOT property

### PRIVATELY OWNED PROPERTY

- Site A**  
802 W Egan/Industrial Park
- Site B**  
Pt Valdez Lot west of VCS Maint. shop
- Site D**  
Keystone Hotel
- Site J**  
Old 3 Bears + No Name Pizza
- Site H**  
Old Prospector Site + Pipeline Club
- Site L**  
Gavora Property
- Site P**  
J&R Bldg/Comm Lots near Tank Farm



Legislation Text

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**File #:** 18-0146, **Version:** 1

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**ITEM TITLE:**

City Council Regular Meeting Minutes of February 6, 2018

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

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

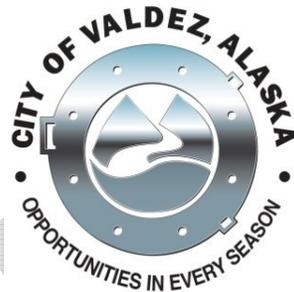
**SUMMARY STATEMENT:**

City Council regular meeting minutes of February 6, 2018 are attached for Council review.

# City of Valdez

212 Chenega Ave.

Valdez, AK 99686



## Meeting Minutes Draft

Tuesday, February 6, 2018

7:00 PM

Regular Meeting  
Council Chambers

**City Council**

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

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

**II. PLEDGE OF ALLEGIANCE**

The City Council led the Pledge of Allegiance to the American Flag.

**III. ROLL CALL**

Present: 6 - Mayor Ruth E. Knight  
Council Member Nate Smith  
Council Member Christopher Moulton  
Council Member Jim Shirrell  
Council Member Dennis Fleming  
Council Member Darren Reese

Excused: 1 - Council Member Lon Needles

Also Present: 3 - City Clerk Sheri Pierce  
Records Manager Shelley McMillen  
City Attorney Jake Staser

**IV. APPROVAL OF MINUTES****V. PUBLIC APPEARANCES**

There were no public appearances.

**VI. PUBLIC BUSINESS FROM THE FLOOR**

Ms. Laurine Regan, Executive Director of the Valdez Convention and Visitor's Bureau, presented an update on the formation of a volunteer advisory group to assist with the management of Thompson Pass. She referenced Ms. Lisa Wax's statement about the use of Thompson Pass for Tailgate Alaska from a previous Council meeting as well as City Council's suggestion to form a volunteer advisory group. She said the Alaska Department of Natural Resources had visited Valdez in 2016 to request public comment on the development of a Copper River Basin area use plan that would include Thompson Pass. Ms. Regan referenced data from the Department of Natural Resources website, which reflected 86 comments received, approximately 60 percent of which addressed issues surrounding Tailgate Alaska, heli-ski services, and the use of motorized vehicles in Thompson Pass. Ms. Regan stated she reached out to the operators of the Tailgate Alaska event and asked if they would like to participate in a volunteer organization which would help develop a user plan for Thompson Pass. She discovered later that the Department of Natural Resources was already working on a similar task force.

Ms. Regan said, unfortunately, it is her understanding the Department of Natural Resources planning staff have been temporarily reassigned and anticipated returning to work in about nine months to one year. She had contacted Ms. Lee Hart from the Valdez Adventure Alliance and the planning members of the Department of Natural Resources group to ask if they would be interested in a volunteer community group from Valdez to

assist their efforts. She said she had not yet heard back from the Department of Natural Resources, but wanted to let Council know that there was a user plan in progress.

Ms. Lee Hart, Director of the Valdez Adventure Alliance thanked Ms. Regan for her presentation and invited Council and listeners to the upcoming Valdez Ice Climbing Festival.

## VII. CONSENT AGENDA

1. **Approval of Liquor License Renewal: The Fat Mermaid**
2. **Approval of Senior Citizen Hardship Property Tax Exemption**
2. **Appointment to Valdez Museum and Historical Archive Board of Directors - Donna Lane**
4. **Accept Resignation from Economic Diversification Commission - Board Member Scott Hicks**
5. **Accept Letter of Resignation from Planning and Zoning Commission- Board Member Victor Weaver**
6. **Proclamation- Teen Dating Violence Awareness and Prevention Month**

MOTION: Council Member Smith moved, seconded by Council Member Reese to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Shirrell, Council Member Fleming, and Council Member Reese

Excused: 1 - Council Member Needles

## VIII. NEW BUSINESS

1. **Discussion Item: Valdez Swimming Pool Renovation**

Mr. Nathan Duval, City Capital Facilities Director, stated the Capital Facilities department would like to alter the Valdez Swimming Pool Renovation project by postponing the full scale renovation of the pool until 2019. He said his department evaluated the current condition of the pool and determined a low catastrophic failure potential over the next year. He said that Capital Facilities would like to present Council with a comprehensive overview of what the full scale project would require. He said postponing the project would allow time to advocate with user groups to explain the change and determine who would be impacted and for how long. He added the option to proceed with the original phased approach remained, but there were some lingering unknowns. Mr. Duval stated his department did not recommend moving forward with segmented efforts.

Council Member Shirrell asked what concerns the user groups and the Valdez School District had voiced about the project. Mr. Duval replied most user groups

were comfortable with both options and there was no strong sentiment either way. He said some users wanted the renovation to be addressed urgently and there was concern that postponement would de-prioritize the project. Mr. Duval added he met with the Valdez Swim Club, Valdez School District, and the City Parks and Recreation Department to discuss the renovation. He stated it appeared there was general consensus of community support for the project.

Council Member Shirrell pointed out during past Council budget sessions, some citizens had expressed frustration that the swimming pool renovation had been discussed for several years but remained unfinished. He added he did not have a personal preference on how the project was completed but he wanted to make sure it was implemented properly and user groups were in support of the changing timeline. He asked if either of the renovation plans affected the Valdez swim teams. Mr. Duval replied that Capital Facilities had selected September 1<sup>st</sup> as a tentative completion date, with the hope that the renovation would be finished sooner. He explained waiting until 2019 would have the greatest impact on the high school swim team compared to the swim club. Mr. Duval stated there is an average of fifteen members on the high school swim team, a relatively small number compared to the other three user groups. He added that the 2018 segmented project timeline would impact a greater number of users in a more significant capacity.

Council Member Fleming asked when the Valdez High School would begin their swim season. Ms. Marcie Robertson, Acting City Parks and Recreation Director and former High School Swim Coach, replied the swim season generally began in early August. She said, while the goal was to begin swimming practice as soon as possible, there were alternative ways to train during the pool closure. She reiterated that the high school team was a relatively small group, compared to the Valdez Swim Club which represented roughly two hundred participants. By starting this at the end of the Swim Club season, Ms. Robertson said there would be less impact on the majority of users. She added that while there is no good time to shut down an aquatics facility, selecting the timeline with the lowest impact is best.

Mayor Knight said she had met with a Valdez Torpedoes Swim Club board member who expressed satisfaction with the 2019 renovation timeline. Ms. Robertson pointed out that user groups are not the only people that would be affected by the remodel. Employees of the aquatics facility would be out of work during the renovation. Postponing the project would allow those employees time to find alternative income during that time.

Mr. Duval added Capital Facilities did not want the pool renovation project to be de-prioritized and said he would begin design in October. Council Member Reese asked what the cost of lost water and heat would be if the project was extended until 2019. Mr. Duval replied since there would be more contractors at the bidding in 2019, the price of the project could potentially be more competitive. He said it would be difficult to compare this to the cost of lost heat and water but that he felt the City would at least break even on the difference. Council Member Reese said the Superintendent of Valdez City Schools is in support of postponing the project but asked what comments had come from the School Board.

Mr. Duval said he realized the project would be an inconvenience but that it was a priority to complete it accurately. He stated as far as he understood, the School Board was in support of completing the project. Council Member Reese clarified the School Board was presented with project timeline options, 2018 or 2019, and that they were supportive of either option. Council Member Shirrell asked if there

would be action items for the pool renovation available at the next Council meeting. Mr. Duval replied City Council would be voting on a contract amendment with the Burkhart Croft Architects for the Swimming Pool Renovation Project at an upcoming Council meeting. He added that when 2018 City construction projects were outlined in March, he would have a better, more comprehensive cost estimate. He would be asking Council for an appropriation of funds at that time. Council Member Smith said he was supportive of postponing the project and moving forward with Mr. Duval's recommendations. Mayor Knight thanked Mr. Duval for working on the project.

**2. Approval of PSA Contract Amendment with Burkhart Croft Architects for Valdez Swimming Pool Renovation Project in the Amount of \$24,523**

MOTION: Council Member Smith moved, seconded by Council Member Reese, to approve the PSA Contract Amendment with Burkhart Croft Architects in the amount of \$24,523.00. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked when the complete design would be up for discussion, if it would come with the engineer's project estimate, and if City Council would have plenty of notice regarding the cost of the project. Mr. Duval said Capital Facilities would have preliminary cost numbers determined in the coming months.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Needles

**3. Approval of Professional Services Agreement with ECI/HYER Inc. for City Dock Information & Interpretive Center - Phase IIA Design for Airport HVAC Upgrades in the Amount of \$178,989.00**

MOTION: Council Member Shirrell moved, seconded by Council Member Smith, to approve Professional Services Agreement with ECI/Hyer for City Dock Information & Interpretive Center - Phase IIA in the amount of \$178,989.00. The motion carried by the following vote after the following discussion occurred.

Council Member Shirrell asked if the City intended to shut down the Valdez Museum Annex location and relocate it to the Whitney Wing at the Valdez Airport. He requested Museum feedback on the project and expressed concerns over meeting the space and air quality needs of the Old Town exhibit and other displays. Mayor Knight clarified this agenda item comprised phase two of the project to dismantle the Museum Annex and prepare a space at the Airport to

receive the Museum's collection. Mr. Duval stated Mayor Knight was correct, but there were a few additional steps required. Approval of the contract would start upgrades on the HVAC system at the Airport, bringing it up to code and making it available to receive the Museum Annex collection if so decided by City Council. Mr. Duval explained the space included roughly 6,200 feet of heated space that was currently unutilized. Mr. Duval explained the intent was to create a space which could temporarily store the museum collection until a permanent Museum location is identified or constructed. He stated the HVAC system would need to be updated as well, even if that portion of the building was utilized for other purposes like offices or rental space, as it currently does not meet code requirements for air exchange.

Council Member Fleming asked if the space could be leased after the HVAC was complete. Mayor Knight said she knew of several lease inquires for the Airport space and asked for more information. Mr. Jeremy Talbott, City Ports and Harbor Director, stated several entities had expressed interest in leasing space in that portion of the Airport. However, he was waiting to solidify an agreement until it is determined if the Museum Annex collection would be stored in the facility. Mayor Knight asked if the space was rentable without the HVAC upgrades. Mr. Talbott replied the City could not rent the space in its current condition because of noncompliance with air exchange code requirements. Mayor Knight asked if the interested parties would be able to wait until after the HVAC system was improved. Mr. Talbot replied he believed they could be flexible. Mr. Talbot cautioned the City would not be able to recoup the costs involved in renovations by renting out the space.

Council Member Fleming asked if the project would include upgrading auxiliary systems like the sprinkler, water, and electrical systems. Mr. Duval replied the extent of the project would require bringing the other components of the space up to code compliance. This is one of the reasons for the cost of the project. Council Member Reese asked if the HVAC system would encompass the entire airport or just the Whitney Wing. Mr. Duval replied this project involved just the Whitney Wing. The rest of the building involved a separate HVAC system which is already in compliance with code.

Council Member Shirrell asked if the upgrades were required by regulations. Mr. Duval replied the system could be left as is, but the spaces would be unable to be leased under FAA regulations and other requirements. Council Member Shirrell asked, if the museum collection was relocated to the Whitney Wing at the airport, would it be open to the public for display or if it would be merely stored in the facility. He expressed concerns that if the space could not be used to display the collection, then the City would be forced to build a new museum.

Mayor Knight stated if the City were to close the current building housing the museum annex, it was important that a replacement site for display be established. She reiterated installing a museum-quality HVAC system in the airport is part of the agenda item being considered for approval. She stated she supported building a new museum and outlined three options for moving forward. First, Council could elect to leave the museum annex site as is. Second, they could move the collection to storage at the airport. The third option would be moving the collection to the airport and put it on display. Mr. Duval said there would be enough square footage in the space to display some of the collection, but not all of it.

Council Member Moulton expressed dissatisfaction with the project and asked what the upfront cost of design and implementation would be if the airport HVAC was updated solely with leasing the space in mind. Mr. Duval replied if the HVAC was scaled back from museum-grade, the City would save approximately 15-25% of the cost. Council Member Shirrell asked what that dollar amount would be for this option. Mr. Duval replied it would be approximately \$20,000-\$30,000. Council Member Shirrell said he was uncomfortable with a storage only plan and would like to consider both storage and display options. Council Member Fleming said he would also like to see the collection displayed. He pointed out the Museum will not be the only user effected as the building currently housing the museum annex is also used by the City for storage.

Ms. Patty Relay, Executive Director of the Valdez Museum, presented the potential implications of temporarily shutting down the museum annex and moving the collection to storage at the Airport. She pointed out the size constraints of the Whitney Wing at the airport would make it impossible to display the entire collection, which currently occupies roughly 7,594 square feet at the museum annex location. Ms. Relay explained the many multifaceted features of the Valdez Museum collection stored in the museum annex. She added that the entryway at the airport facility was not large enough to receive the old town model collection and would need to be renovated.

Ms. Relay stated closing the museum annex would reduce revenue. She explained the two Valdez Museum locations see roughly 15,000-17,000 visitors between May and September each year. The museum raised admission rates in 2017 to increase revenue. If the annex was closed, they would be forced to lower the price of admission. She explained moving the annex collection out of the core of town would also be detrimental to museum operations. Visitors enjoy being able to walk easily between the two museum locations and their accommodations. She stated the collection out to the airport would also affect the museum's workplace efficiency.

Ms. Relay stated she was not opposed to relocating the Museum collection, but urged Council to thoroughly examine options before making a decision. She added alternative spaces throughout the core area of town could be utilized instead of the airport, such as the old Crowley building or the Prospector building. She concluded by saying she hoped for an amendment to the agenda item so City administration, museum staff, and Council would work together to find the best solution. Council Member Smith asked Ms. Relay if she had done research on upgrading any of the alternative storage facilities she suggested. Ms. Relay replied she had not because she did not feel Council requested her to explore those options. Council Member Reese asked how much additional time the Valdez Museum would need to complete those assessments. Ms. Relay said she was not certain but that she could work with the contractors to come up with a timeline. Council Member Reese asked if Ms. Relay could have a clear answer for Council within a month's time. Ms. Relay proposed postponing the decision six weeks, giving the Museum Board time to work with the contractor and assess different sites. Council Member Smith pointed out that if the City had to prepare different spaces to receive the collection, they would be spending a large sum of money updating facilities they were only renting, rather than investing in a City owned facility. Ms. Relay explained if the collections must be moved, moving once would be the ideal.

Council Member Moulton asked if Council was updating the space at the airport specifically to receive the museum annex collection, as he would prefer the space be leased. Mayor Knight stated she did not feel it was urgent to move the museum annex. She said she would support renovating the current museum annex building to improve its appearance and installing a lower cost HVAC system at the airport so the space could be leased. The amended project timeline would free the City to move forward more quickly on the new fire department building.

Mr. Andrew Goldstein, curator for the Valdez Museum, explained some of the implications and risks of moving the museum annex collection to the airport. He said that the Valdez Museum collection contained roughly 75,000 items. The last time the collection was moved in 2007, there was significant detrimental impact. Relocating the collection again exposes it to further damage and loss, risks that could be mitigated by proper planning. This would require time and qualified personnel to transfer the collection. He suggested the City invest in refurbishing the exterior of the museum annex building instead. Council Member Smith stated the museum collection would need to be moved if a new museum is built in the future. Mr. Goldstein replied they could reduce the potential for damage by only moving the items once, instead of twice.

Ms. Faith Revell, public curator for the Museum, presented on the vital role the facility plays in the community. She emphasized access as an importance piece of

the museum's impact and urged Council to avoid creating impediments to learning by making the collection inaccessible. Mr. Gary Minish, vice president of the Valdez Museum Board of Directors, spoke about the vital role the museum plays in the Valdez community. He urged Council to protect that interest.

Mr. Tom McAlister, Valdez Museum board member, asked if the State of Alaska required certain stipulations on airport space leases not for airport related businesses or functions. Mr. Talbott replied the City does not have airport function dependant use at the facility. Mr. McAlister suggested an overhead door would need to be installed at the new facility to ensure the space would be accessible by loading truck.

Ms. Karen Allred, Valdez Museum board member, presented a personal account of the sentimental value the museum annex display held for Valdez residents. She expressed concern over accessibility of the collection by moving it out of the town core. She felt it would disrupt the visitor experience and create an unnecessary disconnect between the two museum sites. She asked Council to carefully consider this impact of relocating the museum annex collection.

Ms. Donna Lane, Valdez Museum board member, said she felt the aesthetic concerns about the museum annex building were subjective. She stated the building represented an important historical site since it was erected shortly after the 1964 earthquake. She expressed concern that proper planning on the project had not been done and felt building a new museum would ultimately not be a priority. She advocated for external renovations to improve the appearance of the building housing the museum annex.

Council Member Smith stated planning responsibility for the future of the museum and its collections is shared with the Valdez Museum board of directors. He reiterated there was no plan to close the Valdez Museum and the agenda item before Council for consideration was simply to decide if there should be museum-grade updates to the airport HVAC system.

Council Member Moulton asked if the cost of the project would change if the HVAC was updated just to code and not to a museum grade system. Mr. Duval said the design costs would change. He reiterated that the Council could amend the current agreement, postpone the project, or revisit the scope of the project. However, he explained if the project scope was changed to a non-museum grade system, the Capital Facilities would need to re-advertise this phase of the project. Mr. Duval explained phase two of the project would include determining relocation spaces for the three users of the yellow building: Parks and Recreation, Building

Maintenance, and the Valdez Museum.

VOTE ON THE MOTION:

Yays: 5 - Mayor Knight, Council Member Smith, Council Member Shirrell,  
Council Member Fleming, and Council Member Reese

Nays: 1 - Council Member Moulton

Absent: 1 - Council Member Needles

**4. Approval of a Professional Services Agreement with Bettisworth North Architects and Planners, Inc. for New Valdez Fire Station Programming & Site Development Services in the Amount of \$49,247**

MOTION: Council Member Smith moved, seconded by Council Member Fleming, to approve the Professional Services Agreement with Bettisworth North Architects and Planners, Inc. for New Valdez Fire Station Programming & Site Development Services in the amount of \$49,247. The motion carried by the following vote after the following discussion occurred.

Mayor Knight thanked the Capital Facilities Department for moving forward on the project in a timely manner.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton,  
Council Member Shirrell, Council Member Fleming and Council  
Member Reese

Absent: 1 - Council Member Needles

**IX. ORDINANCES**

**1. #18-01 - Amending Title 6 of the Valdez Municipal Code Relating to Animals. Second Reading. Adoption.**

MOTION: Council Member Smith moved, seconded by Council Member Moulton, to approve Ordinance # 18-01, Amending Title 6 Animals of the Valdez Municipal Code. Second Reading. Adoption. The motion carried by the following vote after the following discussion occurred.

Council Member Smith asked if anyone had heard unofficial public comments on Ordinance #18-01. Mayor Knight remarked she was surprised there was not more public discussion on the ordinance change. She said she spoke to many people who asked if they would be arrested for feeding the Valdez bunnies in the future. Police Chief Bart Hinkle replied the ordinance included graduated citation fees. Mayor Knight asked who would be enforcing the ordinance. Chief Hinkle replied it would be enforced by the Police Department and the Animal Control Officer.

Council Member Shirrell expressed doubts there would ever be a citation issued for feeding the rabbits. Council Member Reese commented that if the City was not going to issue citations, they should not be included in the ordinance. He asked if there would be a statute of limitations on the offenses. Chief Hinkle replied the statute of limitations for the referenced offenses had not changed. The updated fee schedule allows the offender to know what punishment they will face for specific offenses. The revised fee schedule is intended to increase efficiency and eliminate mandatory court appearances for certain minor offenses. Council Member Reese clarified violators could still voluntarily elect to appear in court if they wanted to dispute the charge. Chief Hinkle stated violators would continue to have that option.

Council Member Moulton suggested that when rabbit feeders are caught, they should have to do community service to clean up rabbit feces. Council Member Fleming expressed support of the ordinance and stated he had received positive feedback from several community business members who are pleased they can now prohibit people from feeding rabbits on their property. Ms. Regan asked if the City would consider developing an educational pamphlet to encourage the tourists to refrain from feeding the rabbits, similar to the bear awareness program materials.

Ms. Janis Johnson, Valdez resident, expressed enthusiastic support for the new ordinance, saying she felt the rabbits in town presented a serious problem, costing residents thousands of dollars of damage. She said she was pleased to see Council taking action on the issue. Council Member Shirrell said he feels the rabbit population needs to be addressed if their presence offends a significant number of people in the Valdez community. He questioned the City's commitment to enforcing the new ordinance.

Council Member Reese said he does not feel that people feeding the rabbits has caused the animal overpopulation issue. He stated there is enough natural vegetation for them to survive without supplemental feeding. He said actively working to reduce the rabbit population is a separate endeavor from enforcing a feeding violation. Council Member Moulton stated he has witnessed people leaving large amounts of food around town for the rabbits. Mayor Knight clarified under this new ordinance, feeding the rabbits will now be illegal.

Ms. Marcie Robertson referenced a study out of Australia detailing the natural habitat destruction caused by rabbit overpopulation. She said for every pair of rabbits, 66 offspring will be produced during their lifetime, causing their numbers to balloon quickly. The rabbit population brings predators like Lynx into residential

areas of town. In addition, she said local rabbits are responsible for destroying more than \$4,000 worth of City landscaping annually. She said prohibiting feeding of the rabbits was a good first step but that the City should look at a long term eradication plan.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Needles

**X. RESOLUTIONS**

**1. #18-04 - Amending the 2017 City Budget by Accepting Unbudgeted Port Department Revenues Totaling \$143,000 and Appropriating \$45,000 to Port/Electricity**

MOTION: Council Member Smith moved, seconded by Council Member Reese, to approve Resolution #18-04 Amending the 2017 city budget by accepting unbudgeted Port Department revenues totaling \$143,000 and appropriating \$45,000 of this amount to Port/Electricity. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if the funds would remain in the Harbor General Fund. Mr. Talbot clarified this resolution indicated the transfer of money from Port revenue to Port expenditure.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Needles

**2. #18-05 - Amending the 2018 City Budget by Reducing Appropriations to Kelsey Dock Phase II by \$1,500,000, and Transferring \$1,450,000 to Airport HVAC Upgrades and \$50,000 to Building Maintenance Overhead Door Upgrades**

MOTION: Council Member Smith moved, seconded by Council Member Reese, to Approve Resolution #18-05 Amending the 2018 City budget by reducing appropriations to Kelsey Dock Phase II by \$1,500,000, and transferring \$1,450,000 to Airport HVAC Upgrades and \$50,000 to Building Maintenance Overhead Door

Upgrades. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if the amendment would ensure completion of the projects. Mr. Duval replied it is based on raw estimates provided by ACI. He stated the resolution would take funds budgeted for the Kelsey Dock project and transfer it into the Major Maintenance Fund for specific project accounts. Council Member Reese asked if the funds could be returned to the Kelsey Dock project should Council decide not to move forward with the Airport HVAC renovations. Mr. Brian Carlson, City Finance Director, said the funds could be transferred back to the project. Pierce clarified it takes a resolution to transfer funds, and repurposing funds would require the same process in reverse.

**VOTE ON THE MOTION:**

Yays: 5 - Mayor Knight, Council Member Smith, Council Member Shirrell, Council Member Fleming and Council Member Reese

Nays: 1 - Council Member Moulton

Absent: 1 - Council Member Needles

**XI. REPORTS**

**1. January 2018 New Boat Harbor Report**

Mr. Talbot said the New Boat Harbor project is currently on hold awaiting warmer weather to melt snow at the project site.

**2. Municipal Entitlement Report**

Council Member Shirrell asked what was driving the report. Mr. Paul Nylund, City Community Development Interim Director, replied he did not know if there was other impetus behind this report but that one of the first projects he had worked on for the City was an easement for GCI. He said the selection was located just down the trail from the water tank on the bank of Mineral Creek. The property had gone through the Planning and Zoning Commission before it was determined the plot was not City owned land but rather a conditionally approved selection from the Municipal Entitlement Program. The plot had previously been listed on maps as City property. The City would have to undergo a process to get the land conveyed to the City which hadn't yet been undertaken. Mr. Nylund indicated the location of the plot to Council on a map. Council Member Reese asked if the selection encompassed the bridge crossing Mineral Creek. Mr. Nylund replied the bridge included a section of private land running parallel to Mineral Creek.

Ms. Pierce stated the Community Development Department was revisiting an effort to obtain the properties conveyed to the City through the Entitlement program. She said Council would receive additional updates as staff moved forward with the process. Council Member Shirrell asked what the entitlement process would include. Mr. Nylund said property identified as part of the program still need to be surveyed. The survey would then be presented to the Alaska Department of Natural Resources. If the survey is accepted, the land is given to the City. Council Member Shirrell asked who was responsible for conducting the survey. Mr. Nylund replied the City was responsible because the entitlement program is conditional on the municipality paying for the survey.

**3. Treasury Report - November, 2017**

**4. Report: Update Regarding Kimley-Horn Marketing and Branding Initiative**

Council Member Smith read aloud some items from the Kimley-Horn External Perceptions Study detailing some of the assets and missing features of Valdez. Council Member Fleming asked where the full External Perceptions Study document could be accessed. Ms. Martha Barberio, Economic Development Director, replied the full report can be accessed on the City website. Council Member Smith said that some of the opportunities determined by Kimley-Horn were items the City already had in development.

Ms. Barberio outlined the upcoming workshop dates with Kimley-Horn during the week of March 12th. She said the project's Creative Committee had already met to work on the City logo, tagline, and other aspects of creative development. Mayor Knight asked who serves on the Creative Committee. Ms. Barberio replied that the group was comprised of the City Manager, Mr. Talbot, herself, and Ms. Regan from the Valdez Convention and Visitor's Bureau. Council Member Reese asked why Kimley-Horn would be presenting on a week when Council would be in Juneau on their annual lobbying trip. Ms. Barberio apologized for the scheduling conflict and stated she would work with Kimley-Horn to reschedule.

**5. Report Arctic Eagle 18**

Council Member Shirrell expressed surprise over the scale and significance of the Arctic Eagle event which was scheduled to include around 200 responders and a variety of equipment. He hoped the Valdez community was sufficiently informed of the scale of the event.

Ms. Barberio explained the final day of the Arctic Eagle exercise would include a closing event at the Civic Center featuring a local vendor market and food. Mayor Knight asked which account would be used for the food budget. Ms. Pierce said

the cost of food for the event would be around \$4,000-\$5,000 and she requested Council consensus to utilize funds from their contingency budget. Council provided consensus for the expenditure. Council Member Smith read the Arctic Eagle response scenario for the 2018 event.

## **6. Mayor Report - February 6, 2018**

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

### **1. City Manager Report**

Ms. Pierce stated the City Manager was absent from the meeting because she was not feeling well.

### **2. City Clerk Report**

Ms. Pierce asked if Council would participate in a brief special meeting to vote on the Library contract remodel project with Wolverine which had been accidentally omitted from the previous Council meeting agenda. She said the contractors were not due to begin until early March, but Mr. Duval requested Council vote whether or not to move forward on the project. Council agreed to schedule the special meeting.

Ms. Pierce state she, Mr. Staser, and Mr. Duval had been working on updates to the City procurement ordinance. She requested one additional work session to revise the code before it was brought to Council for a vote. Mr. Staser explained the City procurement code revision was intended to include some key terms that are present in the majority of city codes throughout the state of Alaska but were missing from the Valdez Municipal Code. Mr. Staser stated they were working to include additional terms to add flexibility and limit City liability through the procurement code. They were using the American Bar Association (ABA) procurement code as a checklist to cover all necessary inclusions. Council Member Smith requested staff provide Council with the proposed code updates well in advance of the meeting where a decision would need to be made.

Council Member Shirrell asked if the ABA model was designed for the municipal or state level. Mr. Staser replied the ABA code is applicable to both municipal and state codes. He reiterated the intention of the code updates were to ensure the City procurement code had all the necessary provisions. Ms. Pierce added she would be traveling to Anchorage to meet with Mr. Staser to work on the updated ordinances.

Ms. Pierce announced the preliminary notice for the May election had been released. The City Clerks Office was accepting nomination petitions for three Council seats, the Mayor seat, and two School Board seats. She outlined the terms for each race. She encouraged the listening public to apply and outlined the process and eligibility

requirements to run for office in Valdez.

Ms. Pierce closed her report by announcing that Deputy Clerk Allie Ferko had her baby and was officially out on maternity leave.

### **3. City Attorney Report**

Mr. Staser provided an update on the City's open litigation. He said the escaped property and tax cap issues were both in status quo. He provided an AKLNG project update, letting Council know he was continuing to monitor submissions to FERC from AGDC. He said he hoped to have comments regarding the foreseeable impacts of the project filed by the end of February for approval. He transmitted the draft letter opposing the adoption of the ASAP draft environmental impact analysis statement for wetlands impacts. He said the reason for the opposition was ASAP should have to do analysis on a project specific basis due to differing size and scale. Mr. Staser said he feels broad spectrum analysis would be insufficient. He said his firm is still waiting for a decision on the draft from the Corps of Engineers.

Mr. Staser reiterated he had been working with Ms. Pierce on Title 6 of the City code, incrementally updating the code for State compliance and efficiency. He said he hoped to have the procurement code to Council for a vote in March. He added he had also been working on the City planning and zoning code. Ms. Pierce added revisions would be brought to Council for guidance. Mr. Staser explained the Cummings litigation was unchanged and they were working to resolve the case short of having to file an additional substantive motion. He said communication with opposing counsel had been absent and the City may need to file a motion to dismiss the case. Regarding the C-Plan Adjudication, he said the next step is the City's reply to the State's opposition for request for adjudicatory hearing which he was working on at the time. He outlined the timeline and next steps prior to approval or disapproval of an adjudicatory hearing.

Mayor Knight asked if Council was interested in seeing and providing input on the ASAP draft letter before she endorsed it. Council requested Ms. Pierce send the letter out to all Council members for review. Mr. Staser provided a basic overview of the letter, which essentially states the City does not support use of environmental analysis from other projects applied to the AKLNG project. Mr. Staser explained the City is requesting the full scale data analysis specific to the AK LNG project in order to show the Valdez option is less impactful. Council Member Shirrell asked if the letter included signatories from other communities from Alaska. Mr. Staser stated it did not because no other communities were interveners on the docket at that time. Council Member Shirrell asked if Mr. Staser's firm was also representing the Fairbanks Northstar Borough with regard to the AKLNG line. Mr. Staser stated they did not represent the Borough for the large diameter AKLNG line. However, in the past the Borough was

included as a signatory for support purposes only.

Mr. Robin Brena called in by teleconference to outline the details of a memorandum provided to City Council regarding clarification of legal services, staff roles, and communication methods by his firm to City staff, City Council, and the Mayor. He explained the memo was in direct response to feedback provided by City Council on the recent performance of his firm.

Mayor Knight requested clarification on the process by which City department heads communicate with legal services. She explained there were concerns that department heads were requested assistance from legal without going through a formal authorization from the city manager or city clerk. Ms. Pierce clarified the concern was not regarding established procedures such as contract review. She stated, however, some department heads in the past contacted legal, at substantial cost, with questions which could have been answered by the city clerk or city manager. She recommended the process needed to be established internally. Mr. Brena stated communications between legal and department heads are copied to the city manager and often discussed during weekly department head meetings. Council Member Shirrell expressed his support for an internal policy regarding how department heads communicate with legal.

Council Member Shirrell asked how existing work would be incorporated under Brena's firm. Mr. Brena explained his firm would reach out to all other firms doing business on behalf of the City and request they begin to keep Brena, Bell, and Clarkson updated on their work.

Council Member Shirrell asked what types of Mayoral inquiries would not be related to the business of the City Council. He stated there should not be inquiries unrelated to Council business, as they are one of seven members of the Council from a legislative perspective. Mr. Brena stated most all interactions between the Mayor and legal would be related to Council, but he did not want to exclude a potential exception. Council Member Shirrell stated for purposes of this memo, he did not see a difference between legal's interaction with the Mayor and Council Members.

Mr. Staser stated the document would be revised and provided to City staff. He reiterated City staff should copy Robin, Jake, and himself on all correspondence.

#### **4. City Mayor Report**

Mayor Knight opened the floor to questions on her written Mayor's report. She added the City Manager's annual evaluation would need to be scheduled during the month of February. She said the City Manager was interested in working with Council to update

the evaluation process for the City Manager. Mayor Knight said Council would use the old evaluation model for this evaluation and then discuss how to change the form in the future. Council agreed to this plan.

### **XIII. COUNCIL BUSINESS FROM THE FLOOR**

Council Member Shirrell asked for clarification on a notice Council had received from the Prince William Sound Regional Citizens' Advisory Council (RCAC.) He was unclear if the statement was informational only or a request for Council support for a resolution. Mayor Knight replied she was under the impression it was simply a letter of notification. Council Member Moulton seconded he was confused as to the intention of the letter. Ms. Pierce said she would reach out to the RCAC for clarification.

Council Member Smith congratulated Ms. Ferko and her partner Bryan Tolle on the birth of their son. He also asked when the new Assistant City Manager would be beginning work. Mayor Knight replied Mr. Phil Miller, Assistant City Manager, would begin work on February 12<sup>th</sup>. Council Member Fleming and Council Member Reese also expressed congratulations to Ms. Ferko and her family.

Council Member Moulton stated there should be future discussion on the condition and use of the City building and property on West Hanagita across from Coast Guard housing. He also described local and state informational booths set up at a recreation trade show he recently attended.

Council Member Moulton referenced a community event that takes place in Colorado called Spontaneous Combustion which includes the public burning of Christmas trees for a social bonfire featuring alcohol and food. He suggested Valdez might hold a similar type of community event.

### **XIV. ADJOURNMENT**

There being no further business, Mayor Knight adjourned the meeting at 10:53 p.m.



Legislation Text

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**File #:** 18-0147, **Version:** 1

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**ITEM TITLE:**

City Council Regular Meeting Minutes of March 20, 2018

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

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

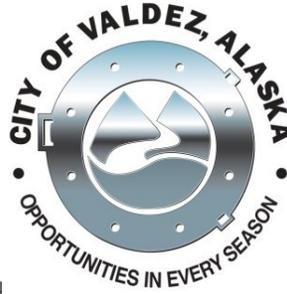
Receive and file

**SUMMARY STATEMENT:**

City Council regular meeting minutes of March 20, 2018 are attached for Council review.

**City of Valdez**

212 Chenega Ave  
Valdez, AK 99686



**Minutes - Draft**

**Tuesday, March 20, 2018  
6:00 PM**

**Work Session (Providence Valdez Medical Center Contract) & Regular Meeting**

**Council Chambers**

**City Council**

**DRAFT**

**WORK SESSION AGENDA - 6:00 pm**

*Minutes not transcribed for work sessions. Audio available online or by request.*  
**Work Session: Providence Valdez Medical Center Operating Agreement**

**REGULAR AGENDA - 7:00 PM**

**I. CALL TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

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

**III. ROLL CALL**

Present: 6 - Mayor Ruth E. Knight  
Council Member Christopher Moulton  
Council Member Lon Needles  
Council Member Jim Shirrell  
Council Member Dennis Fleming  
Council Member Darren Reese

Excused: 1 - Council Member Nate Smith

Also Present: 2 - City Manager Elke Doom  
Records Manager Shelley McMillen

**IV. APPROVAL OF MINUTES**

1. **City Council Regular Meeting Minutes of January 16, 2018**
  2. **City Council Special Meeting Minutes of February 12, 2018**
- Minutes were approved as presented.

**V. PUBLIC APPEARANCES**

1. **Patricia Relay, VMHA Director Re: Disposal of F/V Perry Wheelhouse and Deck**

Ms. Patricia Relay, Valdez Museum and Historical Archive Director and Mr. Gary Minish, Vice President for the Valdez Museum Board, attended the Council meeting to answer questions regarding a letter the Valdez Museum had submitted about the pending disposal of the F/V Perry Wheelhouse and Deck. Mr. Minish said the Perry Wheelhouse was decaying and had become a safety hazard. Regrettably,

the Museum was forced to retire the F/V Perry from the collection due to the high costs of storing and refurbishing the item. He said it would cost roughly \$10,000 to bring the item back to a refurbished standard. Mayor Knight clarified the storage for the item was paid through 2018. Mr. Minish confirmed this as correct.

Council Member Reese asked where the connex was being stored. Ms. Relay replied the Wheelhouse was not in a connex. It was being stored at Mr. Rodney Walters', a Valdez resident, private shop. She explained the cost of dismantling, storing, and mitigating the lead paint for the Wheelhouse had been around \$25,000 to date. Mayor Knight asked what the Museum planned to do with the boat. Mr. Minish said it could either be brought to the City landfill for disposal or Mr. Walters could retain it. Mayor Knight replied she was comfortable with Mr. Walters retaining the artifact. Council Member Reese agreed. It was determined some type of compensation would be required if the City were to give Mr. Walters the Wheelhouse, in the form of a dollar paid by Mr. Walters. Mayor Knight asked to whom Mr. Walters would be required to pay the dollar, the Valdez Museum or the City. Ms. Relay replied technically the entire collection was owned by the City. Mayor Knight said if Mr. Walters chose to keep the F/V Perry Wheelhouse and Deck, he would need to pay one dollar to Mr. Brian Carlson, City Finance Director. Mayor Knight asked if the transaction needed to be voted on as an action item. It was determined a formal vote was unnecessary. Council Member Shirrell clarified since this was a sales agreement, the liability would be transferred as well. Mr. Minish agreed to draw up the sales agreement. Mayor Knight thanked Mr. Walters for taking custody of the F/V Perry.

## **2. Russ Blacker - Frontier Assisted Living**

Mr. Russ Blacker, Real Estate Manager from Frontier Assisted Living, gave a PowerPoint presentation proposing the development of an assisted living home in Valdez. He explained he operates a similar home in Fairbanks, Alaska and was hoping to develop a model for use in Valdez. He claimed there was a void of assisted living services currently available in Alaska to help elderly residents who need caretaking. He presented statistics showing a dramatic increase in the senior aged population at the national and state level in the coming decades. His preliminary research showed there were roughly 50-60 residents in the Valdez-Cordova Census Area that currently need assisted living care but cannot receive it due to high cost and lack of availability. His design proposed a 10-12 bed facility, with the potential for expansion. The facility would provide private suites with kitchenettes and have a graduated scale of care as needed. He showed photos of the potential design. He reviewed some barriers to developing the home, including high building costs and

specialized personnel requirements.

Council Member Fleming requested a copy of Mr. Blacker's presentation. Council Member Shirrell said he liked the project concept but wanted to ensure that Mr. Blacker had equity in the project before moving forward. Mr. Blacker replied he wanted to fund the project through a SBA loan and then transfer responsibility to the City to lease the property. Council Member Shirrell clarified Mr. Blacker intended to build the home with a loan, and then have the City purchase the building and rent it back to Mr. Blacker's company. Mr. Blacker replied this was the case. Council Member Shirrell reiterated he wanted to see Mr. Blacker invest money into the project. Mayor Knight said she wanted to see Mr. Blacker explore the feasibility of the project further with City administration and develop a plan to present to Council.

Council Member Moulton questioned Mr. Blacker's assertion that Valdez should be a retirement destination. Mr. Blacker replied this was due to its critical access hospital and stunning natural beauty. Council Member Moulton asked how many people would use the proposed assisted living home. Mr. Blacker replied it would be 10 or 12 residents. Council Member Moulton said branding Valdez as a retirement community was problematic due to the lack of motor scooter access in the winter months, coupled with the harsh winter weather. He pointed out the City already had initiatives in place to assist senior or retired residents, such as tax exemptions and the Energy Assistance Program. Council Member Moulton stated construction of the home would also have to follow Davis Bacon laws, increasing costs. Mr. Blacker said he hoped to find a way around being required to use Davis Bacon laws.

Council Member Shirrell asked what the approximate cost for a tenant of the facility would be per month. Mr. Blacker replied Medicaid residents would pay around \$1,200/month, with an additional \$153 contributed from the State. Private residents would pay \$6,500- \$8,500 per month. Council Member Shirrell asked how the costs to build Mr. Blacker's Fairbanks assisted living home had been managed. Mr. Blacker replied the facility in Fairbanks was constructed from a repurposed mental health facility. Council Member Fleming asked why Mr. Blacker was not seeking to expand in Fairbanks. Mr. Blacker replied that he was. Mayor Knight suggested Mr. Blacker communicate with Providence hospital administrators since they had already done the research on an assisted living expansion project for Providence Hospital and had developed rough estimates of the projected costs.

### **3. Kimley-Horn Re-Visioning Project**

Mr. Keith Pelan, Kimley-Horn representative, provided an update on the company's rebranding initiatives to date. He provided a PowerPoint presentation reviewing the

work that had been accomplished thus far, and the initiative's next steps. He said the company had been meeting with various community groups and individuals to discuss what they would like to see developed in Valdez. He explained the research and community outreach phase of the project would continue until September 2018 when the Comprehensive Plan would begin being drafted. He added the Comprehensive Plan would include several categories of information, including development challenges and opportunities in Valdez. He announced the upcoming workshop at 6:30 p.m. on Thursday, March 22<sup>nd</sup> at the Valdez High School and invited Council and the listening public. Mr. Pelan said Kimley-Horn hoped to hear from some of the community members that they had not yet connected with. Mr. Pelan explained he and Ms. Martha Barberio, City Economic Development Director, were proposing a shift in mission of the City's Economic Diversification Commission to include a Valdez Vision Advisory Committee to inform the Kimley-Horn plan process. He said they were hoping to temporarily add six members to supplement and diversify the commission.

Mayor Knight said it was the first time she had heard of the workshop event at the High School on Thursday evening. Mr. Pelan replied Kimley-Horn had provided the advertisement to the City and that administration was responsible for posting it to the City's Facebook page or other advertising platforms. Mayor Knight asked when the flyers had been sent to the City. Mr. Nick Chen, Kimley-Horn AICP representative, said they were provided to the City three weeks prior to the event. Mayor Knight asked who was on the branding subcommittee besides the Ms. Doom, Ports and Harbor Director Mr. Jeremy Talbott, and Ms. Barberio. Ms. Doom replied Ms. Laurine Regan from the Valdez Visitor's and Convention Bureau was also on the subcommittee.

Council Member Moulton asked who they proposed adding to the Economic Development Commission. Mr. Pelan replied Mr. Grant Uren, Ms. Jessica McKay, Mr. Jack Shelton, Ms. Mo Radotich, Ms. Jenna Compehos, and Mr. Paul Pleiss had been selected. There was uncertainty as to whether or not those individuals had been formally contacted regarding their appointments. Council Member Fleming asked when the flyer was sent out to the community about the Kimley-Horne workshop. Mr. Pelan reiterated they had provided it to the City three weeks prior to the event. It was determined that the event had been advertised on the City Facebook page. Mayor Knight said that it was important to advertise in the newspaper and on the radio as well, since some residents did not use Facebook. Council Member Fleming requested any subsequent events and workshops be advertised in the newspaper and on the radio. He asked how many people had attended the previous Kimley-Horn workshop held that afternoon. Mr. Pelan replied the business owner's meeting had 12

attendees, which was more than expected.

## VI. PUBLIC BUSINESS FROM THE FLOOR

Mr. Jeremy O'Neil, Providence Valdez Medical Center Administrator, announced the Providence Health Advisory Council would be hosting a screening of the movie *Resilience* at 5:30 p.m. on March 22<sup>nd</sup> at the Civic Center. He explained the film detailed significant research linking childhood trauma and abuse to the development of chronic disease later in life. He said he hoped the listening public and Council would attend.

Ms. Lee Hart from the Valdez Adventure Alliance announced the demographic statistics from the recent 2018 Ice Climbing Festival, noting that attendees were nearly 50/50 male and female and highlighting some of the successes of the event. Ms. Hart was pleased to announce the women's climb raised \$1,070 to contribute to Advocates for Victims of Violence.

## VII. CONSENT AGENDA

1. **Approval to Purchase a 2018 Chevrolet Silverado 2500HD Crew Cab 4x4 Truck and Accessories from Alaska Sales and Service in the Amount of \$65,366.52 (This item was moved to New Business #5.)**

Council Member Moulton asked if this item was included in the City budget. Mr. Rob Comstock, Public Works Director, replied it was included in the budget. Council Member Reese stated he wanted to discuss the purchase of the 2018 Chevrolet truck before voting. Mayor Knight said Council would pull that item from the Consent Agenda and place it under New Business #5 for discussion.

2. **Approval to Purchase a 2018 906M Loader and Accessories from NC Machinery in the Amount of \$112,641.00**
3. **Appointment to Regional Citizens' Advisory Council Board of Directors – Dorothy M. Moore**
4. **Approval to Go Into Executive Session Regarding Pending Litigation Strategy**
5. **Proclamation: Earthquake Memorial Day**

MOTION: Council Member Moulton moved, seconded by Council Member Fleming, to approve the Consent Agenda. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Moulton, Council Member Needles,  
Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Smith

**VIII. NEW BUSINESS**

**1. Discussion Item: Information Technology Services Department**

*(This item was pulled from the agenda as the presenter was unable to make it to the meeting).*

**2. Approval of Professional Services Agreement with Arcadis US, Inc. for the Hospital Oxygen Generator Project in the Amount of \$72,143.00**

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve the agreement for Professional Services with Arcadis US, Inc. for the Hospital Oxygen Generator Project in the amount of \$72,143.00. The motion carried by the following vote after the following discussion occurred.

Council Member Reese stated he appreciated that the City's project managers would be working with Arcadis and was pleased to see a cooperation stipulation included in the contract. He said he felt it was a valuable training opportunity for the City's project managers. Mr. Nathan Duval, Capital Facilities Director, explained that working alongside the contractors alleviates field burden for the City's project managers.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Moulton, Council Member Needles,  
Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Smith

**3. Approval of the Professional Services Agreement with Arcadis US, Inc. for the**

### **HHES Exterior Upgrades Project in the Amount of \$99,005.00**

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve the Professional Services agreement with Arcadis US, Inc. for the HHES Exterior Upgrades Project in the amount of \$99,005.00. The motion carried by the following vote after the following discussion occurred.

Mr. Duval clarified the three included items were one contract, but for ease of management had been separated into three separate resolutions. He explained none of the items met the threshold required for Council approval, but were presented for discussion anyway. Council Member Fleming asked how building upgrades for the schools were determined, and if there was a formula to assess lifecycle replacement. Mr. Duval replied most of the lifecycle assessment and maintenance was managed by the facilities department at the schools. He remarked that he would continue to advocate for upgrades to the Hermon Hutchens Elementary school to increase energy efficiency. Council Member Shirrell asked why Mr. Duval stated the contracts did not require Council approval. Mr. Duval said that if they each came as separate contracts, they would each be less than \$100,000 threshold for professional services agreements. Council Member Shirrell said that the \$100,000 threshold had not been approved. Mr. Duval apologized and said he stood corrected.

#### **VOTE ON THE MOTION:**

Yays: 6 - Mayor Knight, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Smith

#### **4. Approval of Professional Services Agreement with Arcadis US, Inc. for the Valdez City Schools ADA Project in the Amount of \$84,233.00**

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve the Professional Services Agreement with Arcadis US, Inc. for the Valdez City Schools ADA Project in the amount of \$84,233.00. The motion carried by the following vote after the following discussion occurred.

Mr. Duval explained this contract would provide renovations to the elementary school locker room, one of the bathrooms at the elementary school, and one of the bathrooms in the high school. He explained it would bring both the elementary school and the second floor of the high school into ADA compliance. It did not, however, address other bathrooms at the facilities. Council Member Moulton asked if the end goal was to have every bathroom ADA accessible at both facilities. Mr. Duval replied there were several other

areas that needed to be addressed in order to make both facilities fully accessible. Council Member Needles asked if the upgrades with this resolution would bring the facilities into federal ADA compliance. Mr. Duval replied the work included in this contract would bring the City into compliance with federal ADA requirements for both facilities, but emphasized that more needed to be done to reasonably accommodate disabled community members.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Smith

**5. Approval to Purchase a 2018 Chevrolet Silverado 2500HD Crew Cab 4x4 Truck and Accessories from Alaska Sales and Service in the Amount of \$65,366.52**

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve the purchase of a 2018 Chevrolet Silverado 2500HD Crew Cab 4x4 Truck from Alaska Sales and Service including accessories from various suppliers and travel expenses in the amount of \$65,366.52. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if this purchase would replace an Expedition cruiser that was currently operational. Chief Hinkle replied that it was in lieu of a Tahoe. Council Member Reese asked how many trucks the Valdez Police Department currently operated. Chief Hinkle replied that there were none in the department's fleet. Council Member Reese asked why the department was interested in adding one at this time. Chief Hinkle explained it was intended to add some versatility and towing power to the fleet. He added the truck could easily be repurposed for use in a different City department, whereas an additional cruiser could not.

Chief Hinkle explained a truck could also be useful in the event of needing to transport a moose or bear. Mr. Comstock explained that normally the City would send a loader to move a bear or moose. Council Member Reese asked if there were containers that would be included in the bed of the truck. Mr. Comstock replied there were boxes going into the side of the bed.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Reese

Absent: 1 - Council Member Smith

## IX. RESOLUTIONS

### 1. #18-10 - Authorizing a Land Use Permit with Pacific Pile & Marine for Tract G, Harbor Subdivision

MOTION: Council Member Moulton moved, seconded by Council Member Fleming, to approve Resolution #18-10 authorizing a temporary six month land use permit with Pacific Pile & Marine for Tract G, Harbor Subdivision. The motion carried by the following vote after the following discussion occurred.

Council Member Reese said he was surprised by the lack of Storm Water Pollution Prevention Plan (SWPPP) included in the contract. Mr. Duval replied SWPPP provisions were included in the contract, just not specifically in the permit documents. Council Member Reese asked what the protocol was for removing material from the road. Mr. Duval replied the majority would be handled by a street sweeper. Mr. Ron Rozak, construction manager for the new harbor project, explained the contractor had assured the City that there would be an independent sweeper to avoid having the City clean the streets, as had been the case several years prior. He said there was a meeting scheduled for Friday, March 23<sup>rd</sup> at 2:00 p.m. with City staff, contractors, and stakeholders, to discuss the specificities. Council Member Reese stated he did not want to see the Streets Department having to clean the streets to help when the contractor was being paid to accomplish SWPPP. Council Member Shirrell seconded Council Member Reese's concerns, and said he felt the City should not assist the contractor unless they billed them for the service. He added the contractor needed to be responsible for filling any potholes or clearing any streets mess they make during the course of the project. Mr. Rozak said their intention was to create as little disruption as possible and use City resources only as a backup.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Smith

### 2. #18-11 - Authorizing the City Clerk to Dispose of Certain City Records

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve Resolution No. 18-11 authorizing the City Clerk to dispose of certain City records.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Smith

## X. REPORTS

### 1. Report: Official Qualified Candidates - 2018 Regular Municipal Election

Mayor Knight asked if the list of candidates was available on the City website or City Facebook page. Council Member Reese replied the list did not appear to be posted yet. Mayor Knight wished everyone good luck in the campaign and reminded the listening public that the last day to register to vote would be April 1<sup>st</sup>. She urged the public to register and vote if they were 18 years of age or older.

### 2. Report Regarding the Stop Work Order for Geeks in the Woods at 5440 Kodiak Cove

Mayor Knight thanked Community Development for the report. Council Member Shirrell said he did not feel the City was at fault for the situation. He asked if the City had reached out to Mr. Lee Brown and Mr. Lucas Brown to convey to them what had transpired.

Mr. Paul Nylund, Interim Community Development Director, said he had spoken to Ms. Camille Sutherland, executive assistant to Geeks in the Woods, and was pleased to report she was happy with the way that the City handled the matter. He stated he received the company's application for subdivision the day prior and said it would be on the April 13<sup>th</sup> Planning and Zoning Commission meeting agenda for review. Mr. Nylund said the Geeks in the Woods engineer was pleased with the progress as well. He said he asked their engineer if there was anything the City was doing to delay their development and the engineer stated no.

Mayor Knight asked if the fines that were levied were flat rate or \$300 per day. Mr. Nylund clarified the fine was not per day. However, if the company were to continue to

work, the City would fine them again. Council Member Reese asked if the fines had been waived to date. Mr. Nylund replied the Community Development Department had not yet received the completed building application from Geeks in the Woods. As soon as it was received, they would have complied with the conditions of the stop work order. Council Member Reese asked if the company had an approximate timeline for when that would be accomplished. Mr. Nylund replied the department should have the completed application within a week or so. He explained Community Development was waiting on some basic information from the engineer about the plumbing and the electrical plans.

**3. Report: Kimley-Horn Re-Visioning Project**

*(This item was moved up to Public Appearances, item #3.)*

**4. Report: Status of City/School Health Plan Annual Renewal**

Mr. Carlson explained the restructuring of the City health insurance plan. He said Ms. Colleen Savoy, Representative from Parker, Smith & Feek had called in to the meeting to answer any of Council's questions about the new broker contract. Mr. Carlson explained the City health plan renews annually on April 1<sup>st</sup>. The plan is composed of four contracts, one of which was with Parker, Smith & Feek. Mr. Carlson said the third party contract with Meritain was unchanged from last year, except for enabling a "bridge health" program, making out of network services available to recipients. Mr. Carlson said he would have the case manager medical rehabilitation consultants and Meritain contracts on the April 3<sup>rd</sup> Council agenda. However, the deadline for decision is April 1<sup>st</sup>. He said Council could either set up a special meeting to vote on the contracts, or "bind" the contract prior to approval, something he said was fairly common. He asked Council which option they would be most comfortable with, pre-binding or coordinating a special meeting.

Council Member Shirrell asked Mr. Carlson if the total cost of the plan had changed from last year. Mr. Carlson replied there had been a shift, with healthcare costs for the school district being lower, but higher for City employees. Overall, he said the City is faced with a 14 percent increase over the prior plan year. He explained this increase was the primary reason for engaging Parker, Smith & Feek to analyze the program structure. Council Member Shirrell asked how much an increase of 14 percent represented. Mr. Carlson replied that the total increase was around \$350,000 per year. Council Member Shirrell asked what the increase was for employees. Mr. Carlson replied that it was approximately \$14 per month. Council Member Shirrell asked if there was any degradation of services until the plan renewal. Mr. Carlson said it could be characterized as a status quo plan renewal. Council Member Shirrell said he was comfortable with binding over. Council Member Moulton agreed as well, but said he

wanted to discuss the figure increase. He pointed out this was not the first time Council had been asked to approve the City's healthcare plan on unreasonably short notice, not allowing time to discuss and explore options. Mr. Carlson apologized and said he promised to move the City in a better direction with respect to the healthcare objectives. Mayor Knight thanked Ms. Savoy and Mr. Carlson.

## **6. Report: Prince William Sound Aquaculture Spring Board Meeting**

There was no discussion on this report.

## **XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**

### **1. City Manager Report**

Ms. Doom said she had attended the Juneau lobbying session, and met with Alaska Senator Mr. Mike Shower, Representative Mr. George Rauscher, ADEC Commissioner Mr. Larry Hardig, and Mr. Andy Mack from the Department of Natural Resources to discuss issues that are important to Valdez. Ms. Doom invited everyone to the community workshop at 6:30 Thursday March with Kimley-Horn representatives Mr. Pelan and Mr. Chen.

Ms. Doom said the New Harbor Project staff meetings were back in full swing with a tentative project completion date of late fall 2018. Ms. Doom said she met with the City Employee Relations Team to hear their thoughts and concerns, and would be delegating updates to the City Personnel Regulations Manual to Assistant City Manager Mr. Phil Miller. Ms. Doom said she attended a U.S. Coast Guard meeting to discuss oil spill response and prevention. She said the recent City Flood Task Force meeting was informative, and included discussion about the city's long term flooding issues. She said the conversation would always be at the forefront of Valdez's community safety concerns.

Ms. Doom announced the City would be interviewing for the vacant community development director position throughout the week and was hoping to hire by the beginning of the following week. She said after the director was hired, the City would begin to look at developing a code compliance officer position. Human Resources Director Mr. Tim James said that in his research, he found most community development departments around the country have a code compliance officer, with a large education component to their role.

### **2. City Clerk Report**

Mayor Knight read a note from the City Clerk stating she would be back in the office Thursday morning.

### **3. City Attorney Report**

Mr. Wakefield covered three cases that had changed since the last time his firm had presented to Council. Regarding the state tax cap matter, Mr. Wakefield said his firm submitted a written guidance to the state assessors. Mr. Wakefield said the assessor had acknowledged receiving the statement, but the City was still waiting on his reply.

Regarding the Alaska Liquefied Natural Gas line project, Mr. Wakefield said City Attorney Mr. Jake Staser would be attending a teleconference on Thursday, March 22<sup>nd</sup> regarding the Federal Energy Regulatory Commission's request to the Alaska Department of Environmental Conservation requesting more data on their plan. Mr. Staser submitted some proposed revisions to municipal procurement code that afternoon and hoped to have revisions to the appeals and the enforcement sections for the Planning and Zoning commission review.

### **4. City Mayor Report**

Mayor Knight said she also attended the Juneau lobbying session from March 12<sup>th</sup>-14<sup>th</sup> and provided a brief synopsis of the trip. She said she met with City lobbyist Mr. Kim Hutchinson and Mr. Rauscher. Mayor Knight spoke highly of Mr. Rauscher's assistant Mr. Darrell Breese, saying he was extremely helpful and knowledgeable. She suggested that if anyone needed information, to contact Mr. Breese.

Mayor Knight said lunch with SHARPS III Administrator, Robert Sewell PhD, was a highlight of the trip. Mr. Sewell educated the City representatives on the SHARPS III program. He would be calling into the Providence Health Advisory Council meeting to explain the program to the committee. Council Member Moulton asked if Mr. Sewell was a state employee. Mayor Knight replied he was a state employee. Mr. Sewell had articulated the importance of developing an incentive program to bring medical personnel to rural communities and felt that SHARPS III could serve as that program. However, the initiative was unlikely to move forward in 2018 due to timing of the legislative session.

Mayor Knight said City representatives also met with Senator Shower to discuss issues important to Valdez. Mayor Knight said the City met with Mr. Mack to discuss flooding and gravel issues. The City delegation requested he examine the options for Lowe River gravel extraction and the possibility of filling up the 12 mile pit with the gravel that

would be removed from the river. Mayor Knight added they also met with Governor Walker, his Deputy Commissioners, and Chief of Staff Mr. John Hozey.

Mayor Knight mentioned the need to resurrect the Mayor's Task Force on Hospital Expansion. She briefly discussed her experience with this year's Mayor's Cup Snowmachine Race.

## **XII. COUNCIL BUSINESS FROM THE FLOOR**

Council Member Shirrell remarked that Senator Shower seemed receptive to the concerns of the public and resolving the State's revenue challenges. He pointed out that as Mr. Sewell and Mayor Knight indicated, without a 2018 bill the SHARPS III program would not come to fruition. He said he felt the program has merit, but not if it was never developed. Council Member Shirrell restated the need to examine a use for the \$50,000 in trust for SHARPS III. He said rather than holding it for a program that does not exist, it should be allocated to community organizations that have positive impact on local health and wellbeing.

Council Member Fleming was disheartened to have missed the Kimley-Horn workshop event and felt it was poorly advertised. He said he was disappointed about the amount of money Council had spent on the Kimley-Horn project, only to have poor publicity. He was pleased to announced that both boys and girls basketball teams had made it to the State championships. Mayor Knight added the high school cheerleading team was competing in regional championships as well.

Council Member Reese congratulated everyone running for Council, School Board and Mayor in the upcoming election. He said he only had two Council meetings remaining to his term and encouraged the public to vote. He reminded the public of the deadlines for voter registration and absentee voting.

Council Member Moulton said he and Council Member Fleming were interested in having a discussion item for the yellow museum annex building before moving forward with the Kelsey Dock project. He felt there were creative alternatives to demolishing a necessary storage space and secondary museum location which would be more cost effective. He suggested it would be counterintuitive to fail to utilize existing storage when storage was a concern for the City. He requested a discussion item on the museum annex for the next Council meeting. He seconded Council Member Fleming's concern that the Kimley-Horn event had been poorly publicized and said he did not want to see that happen in the future.

Mayor Knight said that the Alaska Small Business group would be hosting their last two

business classes in Valdez on Friday March 23<sup>rd</sup>, and Saturday March 24<sup>th</sup> on advertising and e-commerce. Council Member Moulton suggested City administration attend in order to develop better advertising strategies. Finally, Mayor Knight was pleased to announce Coach Todd Wegner was given the Coach of the Year award for the State of Alaska.

**XIII. EXECUTIVE SESSION**

City Council transitioned into Executive session at 9:00 p.m.

**XIV. RETURN FROM EXECUTIVE SESSION**

City Council returned from Executive Session at 10:00 p.m.

**XV. ADJOURNMENT**

There being no further business, Mayor Knight adjourned the meeting at 10:01 p.m.

DRAFT



## Legislation Text

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**File #:** 18-0148, **Version:** 1

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**ITEM TITLE:**

Approval of Brewery License Application: Growler Bay Brewing Company, LLC.

**SUBMITTED BY:** Sheri L. 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:**

The Valdez Police Department and Community Development Department express no objection to the issuance of this license.

**SUMMARY STATEMENT:**

A local governing body may protest the approval of an applicant pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of the notice.

Following notification of a new license or renewal of an existing license by the Alcohol & Marijuana Control Office, the City Clerk's office submits all license applications to the city council for approval. The Police Chief is notified of the request and is provided the opportunity to express any concerns with the issuance or re-issuance of the liquor license.

Please see attached information provided by the AMCO office regarding this business application.



March 20, 2018

City of Valdez  
Attn: Sheri Pierce, MMC  
Via Email: [spierce@ci.valdez.ak.us](mailto:spierce@ci.valdez.ak.us)

<b>License Type:</b>	Brewery	<b>License Number:</b>	5634
<b>Licensee:</b>	Growler Bay Brewing Company LLC		
<b>Doing Business As:</b>	Growler Bay Brewing Company		

- New Application**
 **Transfer of Ownership Application**  
 **Transfer of Location Application**
 **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Erika McConnell, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Master Checklist: New Liquor License Application**

License Type:	Brewery	License Number:	5634
Doing Business As:	Growler Bay Brewing Comopany		
Examiner:	<i>Cornie</i>	Processing Deadline:	3/2/2018

Document	Received	Completed	Notes
AB-00: New Application	2/20/2018	2/20	
AB-02: Premises Diagram	2/20/2018	3/16	
AB-07: Posting Affidavit	2/20/2018	2/20	
Publisher's Affidavit	2/20/2018	2/20	
AB-08(a/b): Crim. History	2/20/2018	2/20	
AB-09: Financial Interest	2/20/2018	2/20	
Entity Documents	2/20/2018	3/16	
Lease or Deed	2/20/2018	3/16	
Fingerprint Cards	2/20/2018	2/20	
App, Lic, and FP Fees	2/20/2018	2/20	

Names on Received Fingerprint Cards:	Paul Thomas Langley, Rhonda Michelle Langley		
Owner ID #:	4058	Associate ID #s:	5611, 5612

	Yes	No
New license of this type allowed by population limits?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prohibited financial interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Existing license at premises address?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Brewpub or Beverage Dispensary – Duplicate? If "Yes", enter master license # _____.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Board Meeting Date:		Board Action:		Issue Date:	
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Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

**What is this form?**

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

**This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.**

**Section 1 – Establishment and Contact Information**

Enter information for the business seeking to be licensed.

Licensee:	Growler Bay Brewing Company LLC				
License Type:	Brewery	Statutory Reference:	AS.04.11.130		
Doing Business As:	Growler Bay Brewing Company				
Premises Address:	224 Galena Street				
City:	Valdez	State:	AK	ZIP:	99686
Local Governing Body:	City of Valdez				
Community Council:	City Council				

Mailing Address:	P.O. Box 3716				
City:	Valdez	State:	AK	ZIP:	99686

Designated Licensee:	Rhonda Langley				
Contact Phone:	9072555191	Business Phone:			
Contact Email:	rhonda@growlerbaybrewing.com				

Seasonal License?    Yes     No     If "Yes", write your six-month operating period: \_\_\_\_\_

OFFICE USE ONLY					
Complete Date:		License Years:	18/19	License #:	5634
Board Meeting Date:		Transaction #:		42846-42849-41637	
Issue Date:		BRE:		CDC	





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

### Section 2 – Premises Information

Premises to be licensed is:

- an existing facility       a new building       a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

N/A

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

N/A

### Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an:  applicant       affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an:  applicant       affiliate

Name:					
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

**Section 4 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Rhonda Langley			
Title(s):	Manager, Member	Phone:	9072555191	% Owned: 51
Address:	P.O. Box 3716			
City:	Valdez	State:	AK	ZIP: 99686

Entity Official:	Paul Langley			
Title(s):	Manager, Member	Phone:	9072555192	% Owned: 49
Address:	P.O. Box 3716			
City:	Valdez	State:	AK	ZIP: 99686

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:





## Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10015833	AK Formed Date:	10/10/2013	Home State:	Alaska
Registered Agent:	Rhonda Langley		Agent's Phone:	9072555191	
Agent's Mailing Address:	P.O. Box 3716				
City:	Valdez	State:	AK	ZIP:	99686

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

### Section 5 - Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

N/A

### Section 6 - Authorization

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

N/A





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

# Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

## Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

RL

I certify that all proposed licensees have been listed with the Division of Corporations.

RL

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

RL

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

RL

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

RL

As an applicant for a liquor license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 04 and 3 AAC 304, and that I have examined this application, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.

Rhonda Langley  
Signature of licensee

Rhonda Langley  
Printed name

Subscribed and sworn to before me this 2nd day of January, 2018.



Danae Gilfillan  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 4/14/2019





## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, and consumption. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The **second page** of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

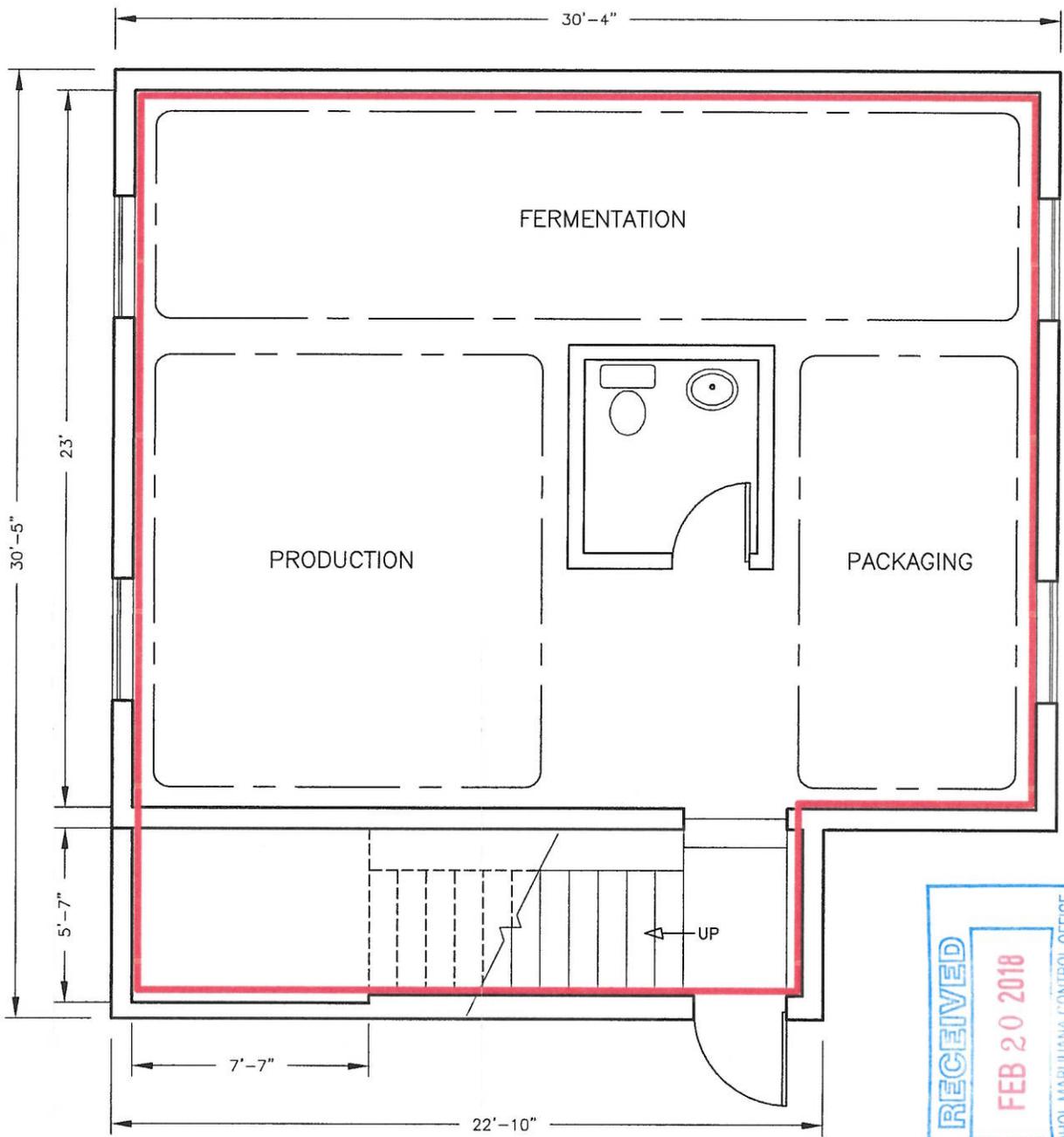
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

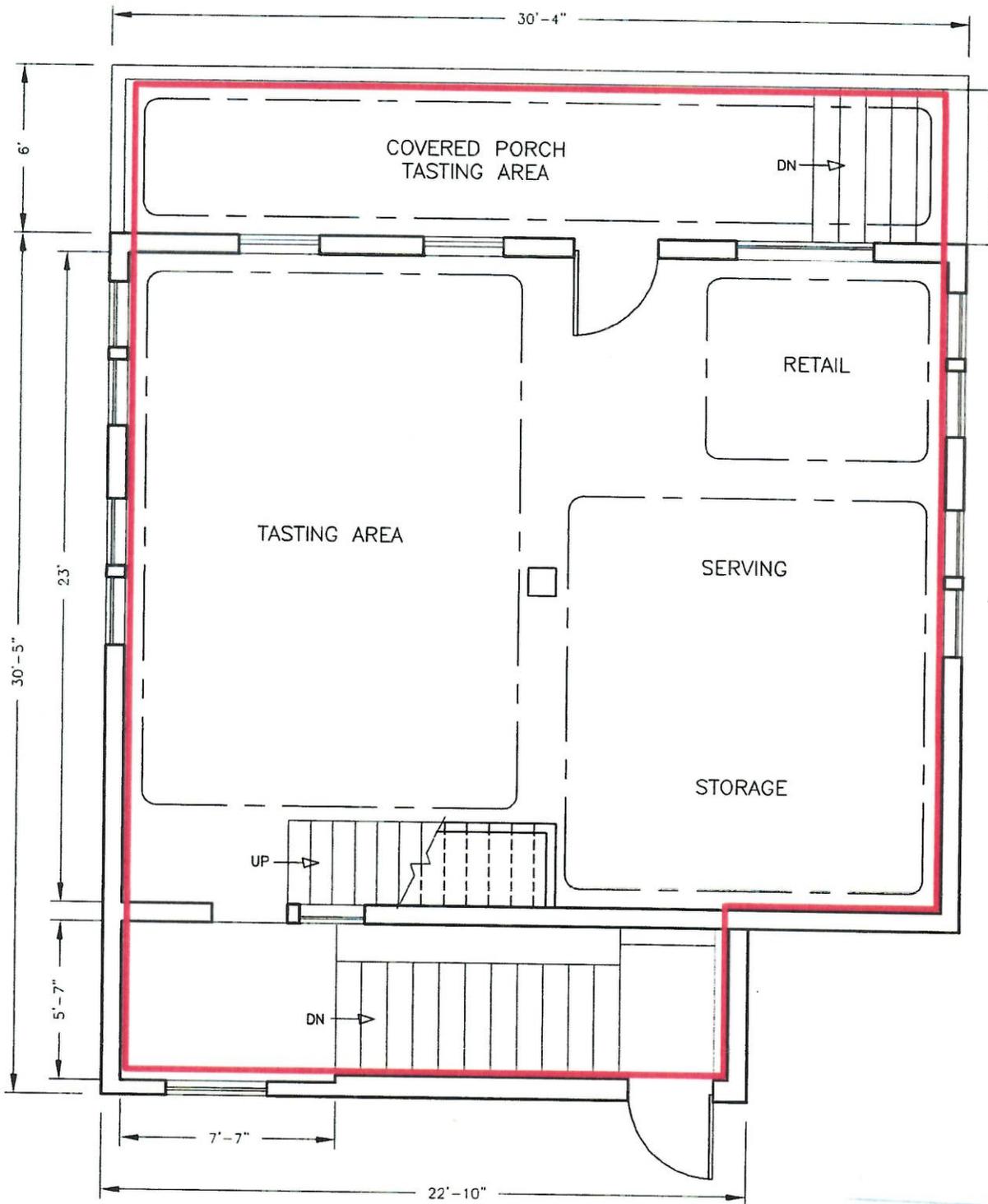
Licensee:	Growler Bay Brewing Company LLC	License Number:	
License Type:	Brewery AS.04.11.130		
Doing Business As:	Growler Bay Brewing Company		
Premises Address:	224 Galena Street		
City:	Valdez	State:	AK
		ZIP:	99686





① BASEMENT – DIAGRAM OF PREMISES TO BE LICENSED





① FIRST FLOOR - DIAGRAM OF PREMISES TO BE LICENSED

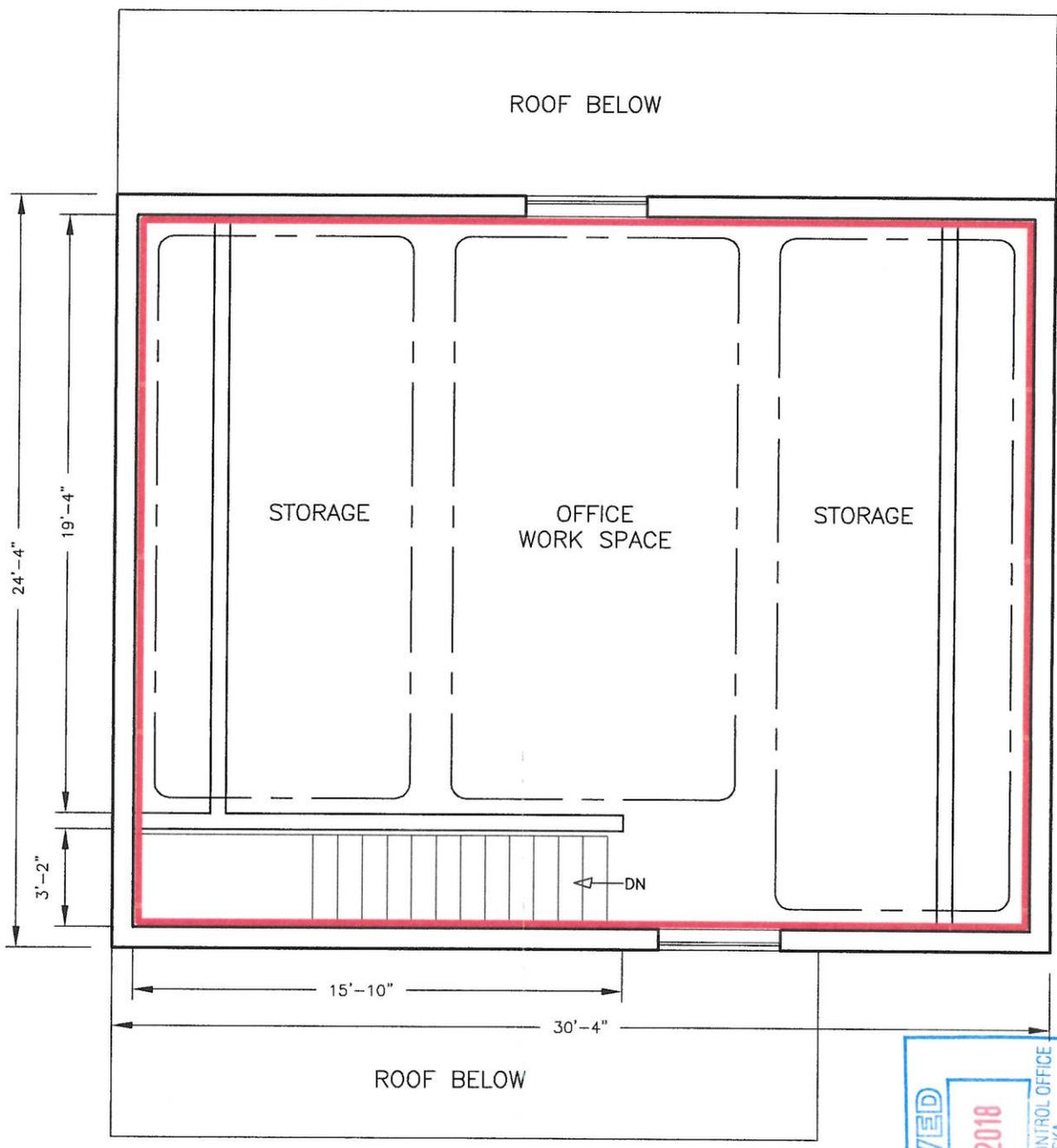


**GROWLER BAY**  
 VALDEZ BREWING CO. ALASKA

224 GALENA STREET  
 LOT 14 BLOCK 35  
 MINERAL CREEK SUBDIVISION

SHEET TITLE  
 FLOOR PLAN  
 FIRST FLOOR  
 MAR 15, 2018

SHEET NO.  
 A-002



① SECOND FLOOR – DIAGRAM OF PREMISES TO BE LICENSED ↑ N



Legislation Text

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**File #:** 18-0149, **Version:** 1

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**ITEM TITLE:**

Proclamation: Child Abuse Prevention Month

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

**FISCAL NOTES:**

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

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

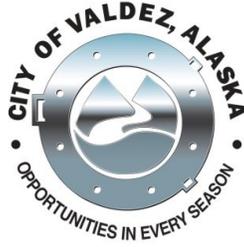
Funding Source: [Click here to enter text.](#)

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

AVV has submitted the attached proclamation for approval by the city council.



# Proclamation

WHEREAS, Alaska's children deserve to grow up in safe and nurturing environments to ensure they reach their full potential; and

WHEREAS, Alaska has the distinction of having the third highest per-capita rate of child maltreatment in the nation; and

WHEREAS, one child in Alaska is reported as a victim of child abuse or neglect every 33 minutes, and 40 percent of these alleged victims are children ages six and under. These facts speak volumes for the prevalence of child abuse and neglect in Alaska; and

WHEREAS, child abuse and neglect not only cause immediate harm to children, but are also linked to a wide range of traumatic psychological, emotional, medical, and behavioral issues, which can lead to criminal behavior, substance abuse, depression, increased health problems, and suicide; and

WHEREAS, there is no issue of greater national importance than ensuring the health and safety of our children, therefore Valdez is committed to building stronger families through programs designed to prevent child abuse and neglect. All citizens should be aware of the impact of child abuse and its prevention within the community, and should support and protect children to assure all children are safe from abuse and neglect; and

WHEREAS, Advocates for Victims of Violence encourages all citizens to find ways to cherish our children, strengthen our families, to work together to eliminate child abuse and neglect and to strive toward a shared dream in which every childhood is a happy one.

NOW, THEREFORE, I, Ruth E. Knight, Mayor of the City of Valdez, Alaska, do hereby proclaim April 2018 as

Child Abuse Prevention Month

in Valdez and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

Dated this 3<sup>rd</sup> Day of April, 2018.

CITY OF VALDEZ, ALASKA

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

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Ruth E. Knight, Mayor



Legislation Text

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**File #:** 18-0150, **Version:** 1

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**ITEM TITLE:**

Proclamation: Sexual Assault Awareness Month

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

**FISCAL NOTES:**

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

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

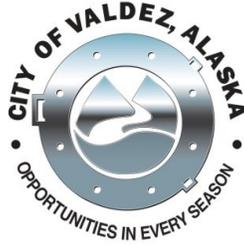
Funding Source: [Click here to enter text.](#)

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

AVV has requested the attached proclamation for sexual assault awareness month.



# Proclamation

WHEREAS, sexual assault affects all genders, ages, racial, cultural and economic backgrounds; and

WHEREAS, this experience can be devastating for not only the survivor, but also for the family and friends of the survivor; and

WHEREAS, sexual violence against the citizens of Alaska continues to increase at an alarming rate—many times above the national average, Child sexual assault in Alaska is almost six times the national average and almost 75% of Alaskans have experienced or know someone who has experienced domestic violence or sexual assault; and;

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, and to increase the support for agencies providing aid to all victims of sexual assault; and

WHEREAS, due to the prevalence of these crimes, we must work together to prevent sexual violence. Advocates for Victims of Violence has many programs which fight sexual assault by striving to increase public awareness of lifelong pain and suffering caused by these crimes. The dedicated staff of AVV provides victims the support and advocacy needed to help cope with their trauma; and

WHEREAS, changing societal views through awareness, education and legislation and by having law enforcement, court systems, support agencies and communities hold perpetrators accountable for their actions will help make a society where all women, children and men can live free from violence and exploitation.

NOW, THEREFORE, I, Ruth E. Knight, Mayor of the City of Valdez, Alaska, do hereby proclaim the month of April 2018 as

## **SEXUAL ASSAULT AWARENESS MONTH**

and urge all residents to learn more about the pervasiveness of sexual assault in Alaska and become involved in the fight against it, by supporting local activities and programs so that we as a collective group and community can help eliminate this heinous crime.

Dated this 3rd day of April 2018.

CITY OF VALDEZ, ALASKA

ATTEST:

\_\_\_\_\_  
Ruth E. Knight, Mayor

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



## Legislation Text

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**File #:** 18-0151, **Version:** 1

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**ITEM TITLE:**

Approval of Contracts Comprising the City and School Health Insurance Benefit Plan for the Twelve Months Beginning April 1, 2018.

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$3.43MM through 2018

Unencumbered Balance: \$3.14MM

Funding Source: Pro-rated by Department; Cost code 41300 - Benefits

**RECOMMENDATION:**

Approve three contracts comprising the City/School Health Insurance Benefit Plan for the 2018-2019 plan year.

**SUMMARY STATEMENT:**

- This agenda item is comprised of three contracts:
  - Medical Rehabilitation Consultants (MRC) - case management
  - Meritain Health - third-party administrator (TPA)
  - Sun Life - stop loss insurance
- The Meritain materials also contain the School TPA agreement. This is not for Council to approve, but is included for reference.
- The bottom-line change to premiums is:
  - 18% increase in premiums for the new plan-year
    - \$14.65 increase in monthly employee contribution
    - \$351.70 increase in monthly employer cost
  - 14% (\$291K) increase over the adopted 2018 budget
- Total monthly premium per employee is \$2,383
  - \$2,288.02 Employer contribution

- \$95.33 Employee contribution
- All attached contracts have been reviewed by Legal and are approved as to form

### **BACKGROUND:**

- The Health Insurance benefit is a \$6MM annual self-insured plan covering approximately 240 employees (plus dependents), divided nearly evenly between City and School.
- “Premiums” are paid to the plan from City/School payroll contributions, and are calculated based on known **fixed costs** plus estimated **variable costs** (claims).
  - **Fixed Costs** reflect services established in the three attached contracts, plus the Broker/Consultant contract with Parker, Smith, Feek, which was approved on January 16, 2018
  - **Variable costs** are covered claims, which flow through to the Health Insurance Fund balance. Fund balance rises and falls based on how actual costs relate to initial estimated costs.
  - **Variable costs** estimates are based on claims history and macro/industry-wide and/or regional trends.
  - Stop-loss insurance establishes a ceiling on **variable costs**. Staff proposes an increase in the stop-loss deductible from \$125K to \$150K.
- The variance between premiums paid to the plan and actual total plan costs is reflected in the Health Insurance Fund balance (\$3.6MM as of 12/31/2017).
  - Fund balance has fully recovered from its 2014 deficit. The City-component was in a deficit for the 2017-18 plan year; the School was “in the black”. Each year’s “premiums” are adjusted to absorb prior years’ surpluses or deficits so that the fund balance will be at parity over a multi-year rolling period.

### **ANALYSIS:**

- Based on analysis of claims history, likely exposure, and premium reduction, **staff proposes an increased stop-loss deductible to \$150K from \$125K**. This yields a total fixed cost reduction of 4.3% from the prior plan year.
- Staff also proposes a change to the stop loss contract *type* (from 12/15 to 24/12) so as to expand the claims-coverage period while reducing the City’s/School’s exposure to *uncovered* claims resulting from untimely administration.
- **The City’s** prior-year claims history contributes to an increased *expected claims* estimate, and by extension, increased “premiums”.
  - Total “premium” increase is 18%, or \$366 per participant per month, relative to the 2017 -2018 plan renewal.

- Note: the attachment provided reflects a 19.7% increase, as it was based on an incorrect (lower) *Total Expected Cost* figure.
- Employee premium increase is \$14.65 per month; Employer increase is \$351.70 per month.
- Staff calculates an estimated \$291K shortfall in the 2018 Budget. Staff will review Budget/Actual figures in late 2018, and will fund the shortfall with savings from position vacancies via Budget Resolution.
- **The School's** prior-year claims history results in a reduction in *expected claims*, and therefore a commensurate reduction in premiums.
  - Total "premium" reduction is 0.4%, or \$8.25 per participant per month, relative to the 2017-2018 plan renewal.

### **CONCLUSION:**

Staff recognizes that the formal renewal process seems to preclude Council input. However, the true work of plan design happens many months prior to the plan year-end. Staff has undertaken the first crucial step by engaging a new broker/consultant, who will drive the plan-design scrutiny in the coming months, in conjunction with management and the employee representative group. Staff anticipates a detailed discussion with Council coinciding with 2019 budget hearings, which will be an effective venue to obtain Council input while leaving sufficient time to incorporate changes in advance of the March 31 plan year-end.

### **ATTACHMENTS (6):**

- *Health Plan Renewal Figures.pdf* - summary and explanation of fixed costs
- *Five-Year Renewal History.pdf* - City and School renewals and percentage change
- *2017 Health Insurance Fund.pdf* - Staff accounting of Health Insurance fund for calendar 2017 (standard quarterly report to council)
- *Meritain Proposal, 2 Contracts.pdf* - additional detail of TPA cost proposal; City Contract, School Contract
- *MRC Renewal.pdf* - Case Management one-year contract
- *Sun Life 2018.pdf* - Stop-loss coverage contract

## City of Valdez and School Districts

### Renewal Summary

April 1, 2018 Renewal

	Current 2017-18 Meritain/HCC	Actual Cost YTD 2017-18 Meritain/HCC	Renewal 2018-19 Meritain/HCC		Option 1 2018-19 Meritain/Sun Life	
A.M. Best Rating	A++ (X)	A++ (X)	A++ (X)		A+ (XV)	
	Projected Costs	Actual Costs***	Projected Costs	Percent Change from	Projected Costs	Percent Change from
Individual Stop Loss Deductible	\$125,000	\$125,000	\$125,000		\$150,000	
EE						
Fixed Costs	237 \$307.83	\$307.83	\$354.71	15.2%	\$294.47	-4.3%
Expected Claims	EE					
Medical & Rx	237 \$1,664.12	\$1,768.04	\$1,849.14	11.1%	\$1,859.59	11.7%
Dental Expected Claims	237 \$123.03	\$113.02	\$127.46	3.6%	\$127.46	3.6%
Vision Expected Claims	237 \$41.39	\$41.14	\$44.61	7.8%	\$44.61	7.8%
<b>Total Expected Costs</b>	<b>\$2,136.37</b>	<b>\$2,230.03</b>	<b>\$2,375.92</b>	<b>11.2%</b>	<b>\$2,326.12</b>	<b>8.9%</b>
Maximum Claims	EE					
Medical & Rx	237 \$2,080.15	\$2,080.15	\$2,338.23	12.4%	\$2,327.28	11.9%
Dental Expected Claims	237 \$123.03	\$123.03	\$127.46	3.6%	\$127.46	3.6%
Vision Expected Claims	237 \$41.39	\$41.39	\$44.61	7.8%	\$44.61	7.8%
<b>Total Maximum Costs</b>	<b>\$2,552.40</b>	<b>\$2,552.40</b>	<b>\$2,865.00</b>	<b>12.2%</b>	<b>\$2,793.81</b>	<b>9.5%</b>
<b>Total Monthly Expected Liability</b>	<b>\$506,320</b>	<b>\$528,517</b>	<b>\$563,092</b>	<b>11.2%</b>	<b>\$551,291</b>	<b>8.9%</b>
<b>Total Monthly Maximum Liability</b>	<b>\$604,920</b>	<b>\$604,920</b>	<b>\$679,006</b>	<b>12.2%</b>	<b>\$662,134</b>	<b>9.5%</b>
<b>Additional Liability (1 Laser @ \$250,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>		<b>\$0</b>	
<b>Total Annual Expected Liability</b>	<b>\$6,075,846</b>	<b>\$6,342,206</b>	<b>\$6,882,105</b>	<b>13.3%</b>	<b>\$6,615,492</b>	<b>8.9%</b>
<b>Total Annual Maximum Liability</b>	<b>\$7,259,035</b>	<b>\$7,259,035</b>	<b>\$8,273,067</b>	<b>14.0%</b>	<b>\$7,945,603</b>	<b>9.5%</b>

\*Expected claims based off blending projected claims over the most recent 12 and 22 months.

\*\*Maximum claims for medical based off the attachment factor presented by HCC and Sun Life.

\*\*\*Actual costs based on net paid claims from April 2017 through January 2018.

# City of Valdez

## Renewal Summary

April 1, 2018 Renewal

	Current 2017-18 Meritain/HCC	Actual Cost YTD 2017-18 Meritain/HCC	Renewal 2018-19 Meritain/HCC		Option 1 2018-19 Meritain/Sun Life	
A.M. Best Rating	A++ (X)	A++ (X)	A++ (X)		A+ (XV)	
	Projected Costs	Actual Costs***	Projected Costs	Percent Change from Current	Projected Costs	Percent Change from Current
Individual Stop Loss Deductible	\$125,000	\$125,000	\$125,000		\$150,000	
<b>EE</b>						
Fixed Costs	123 \$312.32	\$312.32	\$359.20	15.0%	\$298.96	-4.3%
<b>Expected Claims*</b>	<b>EE</b>					
Medical & Rx	123 \$1,531.50	\$1,745.54	\$1,914.65	25.0%	\$1,919.46	25.3%
Dental Expected Claims	123 \$117.94	\$118.06	\$133.40	13.1%	\$133.40	13.1%
Vision Expected Claims	123 \$29.56	\$31.95	\$31.52	6.6%	\$31.52	6.6%
<b>Total Expected Costs</b>	<b>\$1,991.32</b>	<b>\$2,207.88</b>	<b>\$2,438.78</b>	<b>22.5%</b>	<b>\$2,383.35</b>	<b>19.7%</b>
<b>Maximum Claims**</b>	<b>EE</b>					
Medical & Rx	123 \$2,080.15	\$2,080.15	\$2,338.23	12.4%	\$2,327.28	11.9%
Dental Expected Claims	123 \$117.94	\$117.94	\$133.40	13.1%	\$133.40	13.1%
Vision Expected Claims	123 \$29.56	\$29.56	\$31.52	6.6%	\$31.52	6.6%
<b>Total Maximum Costs</b>	<b>\$2,539.97</b>	<b>\$2,539.97</b>	<b>\$2,862.36</b>	<b>12.7%</b>	<b>\$2,791.17</b>	<b>9.9%</b>
<b>Total Monthly Expected Liability</b>	<b>\$244,933</b>	<b>\$271,569</b>	<b>\$299,970</b>	<b>22.5%</b>	<b>\$293,152</b>	<b>19.7%</b>
<b>Total Monthly Maximum Liability</b>	<b>\$312,417</b>	<b>\$312,417</b>	<b>\$352,070</b>	<b>12.7%</b>	<b>\$343,314</b>	<b>9.9%</b>
<b>Total Annual Expected Liability</b>	<b>\$2,939,192</b>	<b>\$3,258,828</b>	<b>\$3,599,639</b>	<b>22.5%</b>	<b>\$3,517,830</b>	<b>19.7%</b>
<b>Total Annual Maximum Liability</b>	<b>\$3,748,999</b>	<b>\$3,748,999</b>	<b>\$4,224,842</b>	<b>12.7%</b>	<b>\$4,119,765</b>	<b>9.9%</b>

\*Expected claims based off blending projected claims over the most recent 12 and 22 months.

\*\*Maximum claims for medical based off the attachment factor presented by HCC and Sun Life.

\*\*\*Actual costs based on net paid claims from April 2017 through January 2018.

# Valdez City Schools

## Renewal Summary

April 1, 2018 Renewal

	Current 2017-18 Meritain/HCC	Actual Cost YTD 2017-18 Meritain/HCC	Renewal 2018-19 Meritain/HCC		Option 1 2018-19 Meritain/Sun Life	
A.M. Best Rating	A++ (X)	A++ (X)	A++ (X)		A+ (XV)	
	Projected Costs	Actual Costs***	Projected Costs	Percent Change from Current	Projected Costs	Percent Change from Current
Individual Stop Loss Deductible	\$125,000	\$125,000	\$125,000		\$150,000	
EE						
Fixed Costs	\$303.59	\$303.59	\$350.47	15.4%	\$290.23	-4.4%
<b>Expected Claims</b>	EE					
Medical & Rx	\$1,791.42	\$1,426.43	\$1,781.80	-0.5%	\$1,797.96	0.4%
Dental Expected Claims	\$127.92	\$107.78	\$121.40	-5.1%	\$121.40	-5.1%
Vision Expected Claims	\$52.75	\$50.70	\$57.85	9.7%	\$57.85	9.7%
<b>Total Expected Costs</b>	<b>\$2,275.68</b>	<b>\$1,888.50</b>	<b>\$2,311.51</b>	<b>1.6%</b>	<b>\$2,267.43</b>	<b>-0.4%</b>
<b>Maximum Claims</b>	EE					
Medical & Rx	\$2,080.15	\$2,080.15	\$2,338.23	12.4%	\$2,327.28	11.9%
Dental Expected Claims	\$127.92	\$127.92	\$121.40	-5.1%	\$121.40	-5.1%
Vision Expected Claims	\$52.75	\$52.75	\$57.85	9.7%	\$57.85	9.7%
<b>Total Maximum Costs</b>	<b>\$2,564.41</b>	<b>\$2,564.41</b>	<b>\$2,867.94</b>	<b>11.8%</b>	<b>\$2,796.75</b>	<b>9.1%</b>
<b>Total Monthly Expected Liability</b>	<b>\$259,428</b>	<b>\$215,288</b>	<b>\$263,512</b>	<b>1.6%</b>	<b>\$258,487</b>	<b>-0.4%</b>
<b>Total Monthly Maxmum Liability</b>	<b>\$292,343</b>	<b>\$292,343</b>	<b>\$326,945</b>	<b>11.8%</b>	<b>\$318,830</b>	<b>9.1%</b>
<b>Additional Liability (1 Laser @ \$250,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>		<b>\$0</b>	
<b>Total Annual Expected Liability</b>	<b>\$3,113,130</b>	<b>\$2,583,462</b>	<b>\$3,287,144</b>	<b>5.6%</b>	<b>\$3,101,850</b>	<b>-0.4%</b>
<b>Total Annual Maxmum Liability</b>	<b>\$3,508,113</b>	<b>\$3,508,113</b>	<b>\$4,048,343</b>	<b>15.4%</b>	<b>\$3,825,955</b>	<b>9.1%</b>

\*Expected claims based off blending projected claims over the most recent 12 and 22 months.

\*\*Maximum claims for medical based off the attachment factor presented by HCC and Sun Life.

\*\*\*Actual costs based on net paid claims from April 2017 through January 2018.

# City of Valdez

## TPA Renewal and Marketing Analysis

April 1, 2018 Renewal

		Current Meritain	Renewal Meritain
<b>Administration Fees</b>			
Medical/Rx	123	\$25.50	\$25.50
Dental Admin	123	\$2.20	\$2.20
Vision Admin	123	\$0.80	\$0.80
Network Fees	123		
Aetna Network		15% of Savings	15% of Savings
The Alaska Preferred Provider Network		25% of Savings	25% of Savings
Utilization Management	123	\$2.45	\$2.45
Case Management	123	\$150/hour	\$155/hour
COBRA Administration	123	\$1.40	\$1.40
Stop Loss Interface Fee	123	Included	Included
Teladoc	123	\$3.10	\$3.10
Healthy Merits Run	123	\$4.45	\$4.45
EAP	123	\$1.25	\$1.25
BridgeHealth	123	\$1.50	\$2.50
<b>Estimated Total PEPM</b>	<b>123</b>	<b>\$42.65</b>	<b>\$43.65</b>
<b>Monthly Administration Costs</b>		<b>\$5,246</b>	<b>\$5,369</b>
<b>Annual Administration Costs</b>		<b>\$62,951</b>	<b>\$64,427</b>
<b>Annual Charges</b>			
PCORI Fee (PMPM)	334	\$0.20	\$0.20
<b>Annual Fixed Costs</b>		<b>\$63,737</b>	<b>\$65,225</b>
<b>% Change From Current</b>			<b>2.3%</b>
<b>Additional Charges</b>			
Interactive Health		\$195 per screening	\$195 per screening
Out-of-network Claims Management		15% of savings - facility steerage	15% of savings - facility steerage
Independent Review Organization		Through Medical Rehabilitation Consultants	Through Medical Rehabilitation Consultants
SBC Preparation		\$250 per employer	\$250 per employer
<b>Services Not Currently Purchased</b>			
Healthcare Bluebook		n/a	\$2.00 PEPM

# City of Valdez

## TPA Renewal and Marketing Analysis

April 1, 2018 Renewal

	Current Meritain	Renewal Meritain
<b>Notes</b>		
PCORI Fee Assessed on plan year basis	Patient-Centered Outcome Research Fee. \$2.35 per member per year. Paid by July 31 of year following end of your plan year.  The PCORI fee is included for budgeting purposes, but it is not a plan expense under ERISA	Patient-Centered Outcome Research Fee. \$2.39 per member per year. Paid by July 31 of year following end of your plan year.  The PCORI fee is included for budgeting purposes, but it is not a plan expense under ERISA
Medical Administration	Meritain	Meritain
PPO Networks	Alaska: Aetna - Choice PPO Wrap: The Alaska Preferred Provider Network	Alaska: Aetna - Choice PPO Wrap: The Alaska Preferred Provider Network
PBM	Express Scripts	Express Scripts
Utilization Management	Medical Rehabilitation Consultants	Medical Rehabilitation Consultants
SPD Preparation and Distribution	Preparation is included, printing and distribution costs are passed through to employer	Preparation is included, printing and distribution costs are passed through to employer
Additional Notes	Broker Commission not included	Broker Commission not included

**HEALTH PLAN RENEWAL HISTORY**

Year	City			School		
	Renewal	Annual Change	Change from 2014	Renewal	Annual Change	Change from 2014
2018	2,383	18%	35%	2,267	0%	35%
2017	2,017	4%	14%	2,269	1%	35%
2016	1,932	-2%	9%	2,243	-9%	33%
2015	1,975	12%	12%	2,474	47%	47%
2014	1,768			1,684		



Health Insurance Fund Report  
December 31, 2017

Prepared by: Brian Carlson, Finance Director  
Contact: 907.834.3461, bcarlson@ci.valdez.ak.us

MONTH	CITY				SCHOOL				COMBINED			
	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE
JAN	\$ 211,498	\$ 115,009	\$ 33,913	\$ 62,576	\$ 261,305	\$ 124,423	\$ 35,383	\$ 101,498	\$ 472,803	\$ 239,433	\$ 69,296	\$ 164,074
FEB	219,675	118,654	35,622	65,399	261,305	114,179	35,383	111,743	480,980	232,833	71,005	177,141
MAR	218,352	191,500	36,347	(9,495)	261,305	254,248	35,383	(28,327)	479,656	445,748	71,730	(37,822)
APR	228,531	-	38,638	189,893	261,305	-	37,656	223,649	489,836	-	76,294	413,542
MAY	240,433	311,712	37,379	(108,658)	-	182,032	37,083	(219,115)	240,433	493,744	74,462	(327,774)
JUN	229,478	293,462	37,389	(101,372)	518,103	221,248	37,083	259,772	747,581	514,710	74,472	158,400
JUL	227,173	60,380	38,395	128,398	236,944	61,761	33,536	141,647	464,117	122,141	71,931	270,045
AUG	235,312	157,043	37,537	40,732	246,402	175,549	34,828	36,025	481,714	332,592	72,365	76,757
SEP	237,196	253,191	39,239	(55,234)	-	173,602	34,828	(208,430)	237,196	426,793	74,067	(263,664)
OCT	255,805	382,827	40,860	(167,881)	492,869	225,157	35,150	232,562	748,675	607,984	76,010	64,681
NOV	243,523	308,111	38,240	(102,829)	251,856	157,859	25,472	68,525	495,379	465,969	63,713	(34,303)
DEC	241,267	157,119	40,169	43,978	255,171	315,987	36,116	(96,933)	496,437	473,106	76,285	(52,954)
<b>TOTALS</b>	<b>\$ 2,788,243</b>	<b>\$ 2,349,009</b>	<b>\$ 453,728</b>	<b>\$ (14,494)</b>	<b>\$ 3,046,563</b>	<b>\$ 2,006,045</b>	<b>\$ 417,903</b>	<b>\$ 622,616</b>	<b>\$ 5,834,807</b>	<b>\$ 4,355,054</b>	<b>\$ 871,631</b>	<b>\$ 608,122</b>

Health Insurance Fund Balance (Including Reserve)12/31/15:	<b>\$2,919,197</b>
Total Deposits	5,834,807
Total Claims	(4,355,054)
Premiums/Admin.Fee/Cost:	(871,631)
Claims and Stop Loss	(3,931)
Refunds, Stop Loss	97,876
Annual Fee US Pay.Gov	(6,242)
Bank Fees	(1,500)
Interest Accrued	1,171
City Wellness & BIO Screening	<u>(13,825)</u>
<b>Health Insurance Fund Balance (Including Reserve)</b>	<b><u>\$3,600,868</u></b>

# ***Renewal Proposal***

Effective 4/1/2018

**Prepared For:**

**Valdez City School & City of Valdez**

**Presented By:**

**Jeanette Blais**

**Account Executive**



**Valdez City School & City of Valdez  
Summary of Administration Expenses  
(04/01/18 - 03/31/19)**

MERITAIN Current Services	Lives	Current	Renewal	Current Cost	Renewal Cost
Medical Administration Fee	216	\$ 25.50	\$ 25.50	\$ 66,096.00	\$ 66,096.00
Dental Administration Fee	216	\$ 2.20	\$ 2.20	\$ 5,702.40	\$ 5,702.40
Vision Administration Fee	216	\$ 0.80	\$ 0.80	\$ 2,073.60	\$ 2,073.60
COBRA Administration Fee	216	\$ 1.40	\$ 1.40	\$ 3,628.80	\$ 3,628.80
Teladoc (AK027 only)	104	\$ 3.10	\$ 3.10	\$ 3,868.80	\$ 3,868.80
Healthy Merits Run Program (AK027 Only)	104	\$ 4.45	\$ 4.45	\$ 5,553.60	\$ 5,553.60
Magellan EAP 3-Session (AK027 Only)	104	\$ 1.25	\$ 1.25	\$ 1,560.00	\$ 1,560.00
BridgeHealth (in addition to 20% of case rate)	216	\$ 1.50	\$ 2.50	\$ 3,888.00	\$ 6,480.00
<b>Total Cost of MERITAIN HEALTH Services</b>		<b>\$ 40.20</b>	<b>\$ 41.20</b>	<b>\$ 92,371.20</b>	<b>\$ 94,963.20</b>

PPO Network Pricing	Lives	Current	Renewal	Current Cost	Renewal Cost
Aetna Network - Choice POS II	216	15% of Savings (Facility only steerage)			
The Alaska Preferred Provider Network	216	25% of Savings			

<b>Total Administration Costs</b> (Optional Services not included)	<b>\$ 94,963.20</b>
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Passthrough Services	Current Pricing	Renewal Pricing
Medical Rehab Consultants UM	\$2.45 pepm	Broker to Provide
Medical Rehab Consultants CM	\$150.00 per clinical hour	Broker to Provide
Interactive Health - Biometric Screenings	\$195 per screening	\$195 per screening

Optional Services	
COBRA Rates - Actuarial Certified	\$770.00
Aetna Network - Choice POS II	15% of savings (facility only steerage) or \$14.95 pepm (full steerage)
Healthcare Bluebook	\$2.00 pepm
Summary of Benefits and Coverage	\$250 per employer renewal fee (additional fees may apply)
Teladoc (AK127 only)	\$3.10 pepm or \$1.30 and \$40 per consult fee

Reinsurance and broker premium relate passthrough omitted as broker will negotiate independently.

Benefit changes made to your plan may require plan design abstracting and set-up charges. These charges will be determined based upon the scope of the changes involved. Please check with your account representative to discuss any applicable charges.

We have made every effort to supply you with an accurate and comprehensive proposal, however, we will not be bound by any typographical errors or omissions contained herein.

Actuarial certified COBRA rates and reserve analysis are highly recommended. The actuarial service fee is \$770.00

This renewal constitutes an entire package. Any deviation, including termination of any line of coverage (fully insured or self-funded), may result in revised rates.

PPO - Network Access Fees are subject to change at any time.

This renewal proposal assumes the execution of Meritain ASA contract for full term of rate guarantee.

THIS PROPOSAL IS NULL AND VOID FOR ANY ACCOUNT THAT USES A TRUST TO FUND ITS PLAN.

**2018 RENEWAL AMENDMENT TO  
ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment ("Amendment") dated as of **April 1, 2018** (the "Amendment Effective Date") amends the Administrative Services Agreement (the "Agreement") entered into as of **April 1, 2010**, as amended, by and between **Meritain Health, Inc.** ("Meritain") and **City of Valdez** ("Client") as follows:

**I. ARTICLE II. TERM;TERMINATION**

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge that the renewal Term of the Agreement begins as of the Amendment Effective Date and continues through and including **March 31, 2019** ("Renewal Term"), and Section 2.1 of the Agreement is hereby deemed amended to reflect such Renewal Term. Except as specifically modified by this Amendment, all other provisions concerning the Term and/or termination of this Agreement, including as set forth in section 2.1, remains in full force and effect.

**II. ARTICLE III. MERITAIN'S RESPONSIBILITIES**

The Agreement is hereby amended by the addition of the following Section 3.29:

"3.29 Meritain shall provide Telemedicine services for the Client in accordance with the following terms and conditions:

- a. Meritain will provide Participants with access to telephonic or video-conference consultations where available with licensed physicians ("Telemedicine"). Prescriptions for medications may be available through Telemedicine only where permitted by law and incident to the establishment of physician-patient relationship and a diagnostic consultation.
- b. Meritain will provide Client with monthly Telemedicine utilization reports.
- c. Meritain shall have no obligation to offer Telemedicine in States that prohibit Telemedicine or prohibit physicians from performing such services.
- d. Meritain shall have the option, by providing written notice to Client to: (A) unilaterally amend or modify this the Telemedicine Schedule in a similar manner that Meritain's agreement with its supplier of Telemedicine ("Telemedicine Vendor") is modified or amended; and (B) immediately suspend access to Telemedicine or terminate this Telemedicine Schedule in the event Meritain's Telemedicine Vendor is suspended or terminated. Upon the Client's receipt of notice of modification or amendment, Client, if it does not desire to accept such modified or amended terms, either party may at its option, by providing written notice to the other, terminate this Telemedicine Schedule."

**III. ARTICLE IV. THE CLIENT'S RESPONSIBILITIES**

The Agreement is hereby amended by the addition of the following Section 4.16:

"4.16 Meritain shall provide Telemedicine services for the Client in accordance with the following terms and conditions:

- a. Client agrees that Telemedicine will only be offered as a Covered Service under a Plan as described in the Plan Document and will not be offered to employees as a standalone or voluntary benefit not included under a Plan.
- b. Client agrees that access to Telemedicine will commence upon the Telemedicine implementation date as agreed upon in writing by Meritain, so long as, Client provides Meritain at least thirty (30) days in advance of the Telemedicine implementation all necessary information (as required by Meritain's then-current policies), necessary for such services. If the Client fails to provide any required information required by this paragraph, such failure may result in a delay in the commencement of Telemedicine."

**IV. ARTICLE V. FEES**

Article V Service Rates of the Agreement is hereby amended and replaced with the following new Service Rates and Fees:

	<b>Per Employee Per Month (unless otherwise specified)</b>
<b>Medical Plan Administration Service Rates</b>	<b>\$25.50</b>
<b>Utilization Management (e.g. pre-certification and medical necessity) Administration Service Rate (MRC)</b>	<b>\$2.45</b>
<b>Case Management Hourly Fee (MRC)</b>	<b>\$155.00/hour</b>
<b>Dental Plan Administration Service Rate</b>	<b>\$2.20</b>
<b>Vision Plan Administration Service Rate</b>	<b>\$0.80</b>
<b>COBRA Administrative Service Rates</b>	<b>\$1.40</b>
<b>Interactive Health – Biometric Screening (Healthy Triumph)</b>	<b>\$195.00 per screening</b>
<b>Answers Through Leveraging Analytic Solutions (ATLAS) Reporting Package Fee</b>	<b>No Charge</b>
<b>Broker Fee(s) (to be remitted pursuant to Section (c) Remittance Services Below)</b>	<b>\$4,853.33/month</b>
<b>Healthy Merits – Run Program</b>	<b>\$4.45</b>
<b>Magellan EAP</b>	<b>\$1.25</b>
<b>Telemedicine<sup>2,3</sup></b>	<b>\$3.10</b>

<sup>2</sup>This pricing for Telemedicine may increase anytime during the Term due to a price increase by the Telemedicine Vendor. If such fee increase occurs, Meritain will notify the Client in writing of the pricing increase. If the Client does not desire to accept such new proposed fees, the Client shall have the ability to terminate the Telemedicine Services upon written notice to Meritain.

<sup>3</sup>This pricing for Telemedicine is not available in relation to employees or Participants in a Qualified High Deductible Health Plan (“QHDHP”) with a Health Savings Account and the applicable pricing designated for a QHDHP shall apply.

**Optional and Non-Standard Administrative Fees and Premiums:**

Summary of Benefits and Coverage (SBC) Fee – \$250.00

**Other Fees and Services**

(a) Network Access Fee – The following PPN will be accessed on behalf of the Client. Meritain will bill the Client network access and integration fees for use of the network for the following network:

- Aetna Choice Point of Service II – 15% of Savings (A per claim fee cap of \$30,000.00)***
- The Alaska Preferred Provider Network – 25% of Savings***
- BridgeHealth - \$2.50 PEPM + 20% of Case Rates***

In the event that any of the above listed PPN bill access fees during run-out, Meritain will bill the Client for any applicable access, integration and/or run-out fees in addition to Meritain’s run-out administration fees referenced in Section 2.5.1 of this Agreement.

All other fees and requirements of this Article V, unless specifically modified by the Amendment remain in full force and effect.

**V. EXHIBIT B**

The Agreement is hereby amended by the deletion of Exhibit B in its entirety, and is replaced with the attached new Exhibit B.

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms and provisions of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date indicated below.

**MERITAIN HEALTH, INC.**

**City of Valdez**



Name: Stacey Meade  
Title: Regional President  
Date: 3/26/18

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B**

**DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION**

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and any Renewal Schedules of Services and Fees, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions referenced herein.

**A. Statement of Affiliation**

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable commissions and fees from other companies, including affiliates, and such commissions and fees are earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods, services, and leases of real property at market-based rates of compensation.

**B. Description of Charges, Fees, Discounts, Penalties and Adjustments Applicable to any Contracts with Meritain**

Meritain may receive compensation from insurance carriers ("Carriers") and managing general underwriters ("MGUs") in the form of fixed or contingent commissions and administrative fees.

**Fixed Sales Commissions on Gross Insurance Premiums Payable to Meritain Per Year (if applicable):**

Carrier: <u>Sun Life</u>	Commission Year 1: <u>0</u> %
Carrier: <u>Prudential (AD&amp;D Life)</u>	Commission Year 1: <u>0</u> %

The parties acknowledge and agree that stop-loss insurance policies are issued for one year terms, and therefore, Meritain is unable to disclose future commissions as of execution of this Agreement. Meritain will disclose future commissions (if any) at such time the policy is renewed or reissued.

**Contingent Commissions**

Contingent commissions may depend on a combination of factors such as growth, profitability, volume, retention and increased services that Meritain provides under agreements with certain Carriers and MGUs. There is no guarantee that Meritain will receive any contingent commissions. Also, in cases where Meritain agrees to provide administrative services that would otherwise be provided by a Carrier or MGU, some Carriers and MGUs pay administrative fees for these services. Below are descriptions of such commissions and fees that Meritain may receive.

Carrier: Sun Life

Meritain is a party to a stop-loss producer agreement with Sun Life which provides for the annual payment of additional compensation to Meritain based on gross premiums collected. If paid, the current rate of such additional compensation ranges from 1% – 2.5% of gross premiums collected.

**PBM-Related Administrative Fees and Rebates**

Meritain may provide enrollment and eligibility services, issuance of drug cards, billing and collection, stop-loss claim reimbursement and coordination, reporting, and consultation to Client's prescription drug benefits manager ("PBM"). In exchange for providing these services, Meritain may receive consideration from the PBM which may be in the form of administrative fees and/or prescription drug rebates. Meritain may receive rebates from a PBM based on certain rebate-eligible prescriptions filled for Plan Participants. Client acknowledges and agrees that Meritain may receive the administrative fees and rebates as set forth below: **NONE**

## Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee- 25% of the recovery. When Meritain provides or arranges for subrogation services, Client agrees to pay an administrative fee of 25% of the gross savings resulting from such services. 25% of the recovery paid to subrogation vendor and subrogation vendor pays Meritain between 10% or 15% of the 25% depending upon the amount of the recovery.

In the event Meritain engages an out-of-network discount program, claim auditor, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 25% of the net savings resulting from the engagement.

In cases where Meritain provides direct services, through its employees and agents, to negotiate bills, reduce claim amounts, access additional discounts or otherwise increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 25% of the savings resulting from such services.

The disclosures set forth in this Exhibit B, together with the disclosures set forth in Article V. of this Agreement, represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

**2018 RENEWAL AMENDMENT TO  
ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment (“Amendment”) dated as of **April 1, 2018** (the “Amendment Effective Date”) amends the Administrative Services Agreement (the “Agreement”) entered into as of **April 1, 2010**, as amended, by and between **Meritain Health, Inc.** (“Meritain”) and **Valdez City Schools** (“Client”) as follows:

**I. ARTICLE II. TERM;TERMINATION**

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge that the renewal Term of the Agreement begins as of the Amendment Effective Date and continues through and including **March 31, 2019** (“Renewal Term”), and Section 2.1 of the Agreement is hereby deemed amended to reflect such Renewal Term. Except as specifically modified by this Amendment, all other provisions concerning the Term and/or termination of this Agreement, including as set forth in section 2.1, remains in full force and effect.

**II. ARTICLE V. FEES**

4.1 Article V Service Rates of the Agreement is hereby amended and replaced with the following new Service Rates and Fees:

	<b>Per Employee Per Month (unless otherwise specified)</b>
<b>Medical Plan Administration Service Rates</b>	<b>\$25.50</b>
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<b>COBRA Administrative Service Rates</b>	<b>\$1.40</b>
<b>Answers Through Leveraging Analytic Solutions (ATLAS) Reporting Package Fee</b>	<b>No Charge</b>

**Optional and Non-Standard Administrative Fees and Premiums:**

Summary of Benefits and Coverage (SBC) Fee – \$250.00

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(a) Network Access Fee – The following PPN will be accessed on behalf of the Client. Meritain will bill the Client network access and integration fees for use of the network for the following network:

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**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date indicated below.

**MERITAIN HEALTH, INC.**

**Valdez City Schools**



Name: Stacey Meade  
Title: Regional President  
Date: 3/26/18

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B**

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Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable commissions and fees from other companies, including affiliates, and such commissions and fees are earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods, services, and leases of real property at market-based rates of compensation.

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## **Other Fees**

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The disclosures set forth in this Exhibit B, together with the disclosures set forth in Article V. of this Agreement, represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.



111 W. Cataldo, Suite 200  
Spokane, WA 99201-3203  
509-328-9700  
Fax 509-328-9777

www.medrehabconsultants.com

### CONSULTANT AGREEMENT

THIS AGREEMENT is between the CITY OF VALDEZ AND SCHOOLS, whose address is P.O. Box 307, Valdez, Alaska 99686, hereinafter referred to as "Account" and MEDICAL REHABILITATION CONSULTANTS, INC., whose address is 111 West Cataldo, Suite 200, Spokane, Washington 99201-3203, hereinafter referred to as "Consultant".

WHEREAS, Consultant is in the business of utilization management, medical case management and rehabilitation consulting services; and

WHEREAS, Account wishes to contract with Consultant for the provision of certain services for and to the benefit of those covered by the terms of its plan of benefits; and

WHEREAS, Consultant is willing to provide such services based upon the terms and conditions contained herein; and

WHEREAS, Account is willing to pay Consultant for services provided based upon the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms, conditions and covenants herein contained and the mutual benefits derived herefrom, the parties do hereby contract, covenant and agree as follows:

1. TERM. The term of this agreement shall be for one calendar year commencing April 1, 2018, and ending March 31, 2019. At the end of the term set forth above, both parties shall have the option to renegotiate the terms, conditions, and compensation set forth herein. If the parties have not agreed upon a new contract prior to March 31, 2019, this agreement shall continue uninterrupted until an agreement has been reached and contracted between both parties.

2. SERVICES TO BE PROVIDED. Consultant shall provide to members of

Account the following services:

a) Precertification/Pre-authorization/Medical Necessity Determinations for the following:

1) Inpatient Hospitalizations

- Concurrent Review
- Retrospective Review
- Second Medical Opinion (if recommended)
- Emergency Admissions

2) Outpatient Surgeries (hospital setting or free-standing surgical facility)

b) Medical Consultation

c) Medical Case Management

d) Hospital/Facility Bill Reviews (excess of \$10,000 per incident)

3. COMPENSATION. Account shall pay Consultant \$2.45 per eligible employee per month for Precertification/Pre-authorization Review. All additional services, as enumerated above, provided by Consultant shall be invoiced according to the attached fee schedule. See Attachment A for a complete detailed fee schedule.

4. PAYMENT. Meritain Health, the claims administrator for Account, shall send Consultant monthly payments for Precertification/Pre-authorization Review according to the current number of insured employees for that month. Each billing cycle shall encompass one calendar month. All payments shall be made within thirty (30) days after receipt of the billing statements.

5. TERMINATION. Either party may terminate this agreement by ninety (90) days written notice to the other party. In the event of such termination, Account shall pay Consultant for all work undertaken prior to the date of termination.

6. PROFESSIONAL LIABILITY INSURANCE. Consultant agrees to maintain Professional Liability insurance covering the acts of its agents and employees in the amounts held by Consultant at the time of the execution of this Agreement (\$1,000,000 per incident, \$3,000,000 aggregate).

7. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable federal, state, and local laws and regulations.

8. HIPAA BUSINESS ASSOCIATE AGREEMENT. This Business Associate Agreement section of this Consultant Agreement is between Medical Rehabilitation Consultants (“Business Associate”), and City of Valdez & Schools (“Covered Entity”).

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has promulgated regulations set forth in Title 45 C. F. R. Parts 160, 162, and 164 and Title 42, Part 1320d, implementing the privacy requirements set forth in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) provisions and any regulations promulgated thereunder, including but not limited to the Privacy Rule, the Security Rule, the Enforcement Rule and the Breach Notification Rule, as such laws and regulations may be amended from time to time (collectively, the “HIPAA Rules”).

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain information, including Protected Health Information (“PHI”) in conjunction with goods or services that are being provided by Business Associate to Covered Entity, that is confidential and must be afforded special treatment and protection;

WHEREAS, Business Associate will have access to and/or receive from Covered Entity or it’s representative agents certain information that can be used or disclosed only in accordance with this Agreement and the Health and Human Services Privacy and Security Regulations; and

WHEREAS, the Parties desire to comply with the requirements of the Privacy Rule;

NOW THEREFORE, in consideration of the mutual promises made below and the exchange of information pursuant to the agreement, the Covered Entity and Business Associate agree as follows:

- a) Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in 45 C. F. R. Parts 160, 162, and 164 and are incorporated herein by reference.
- b) Obligations and Activities of Business Associate.
  - i. Permitted Uses and Disclosures. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as required by law.
  - ii. Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate will implement administrative, physical, and

technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.

- iii. Obligation to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- iv. Documenting Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C. F. R. 164.528.
- v. Reporting of Disclosure. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware and/or any Security Incident of which it becomes aware.
  - (1) Exceptions. Business Associate need not report disclosure of information or otherwise account for disclosures of PHI that this Agreement or Covered Entity in writing permits or requires:
    - A. for the purpose of Company's Treatment activities, Payment activities, or Health Care Operations;
    - B. to the Individual who is the subject of the PHI disclosed, to that Individual's Personal Representative or to another person or entity authorized by the Individual;
    - C. to persons involved in that Individual's Health Care or Payment for Health Care;
    - D. for notification for disaster relief purposes;
    - E. for national security or intelligence purposes;
    - F. to Law Enforcement Officials or Correctional Institutions regarding Inmates;
    - G. in another written agreement between the Parties.

- vi. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's PHI.
- vii. Availability of Information in a Designated Record Set. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner mutually agreed upon between the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C. F. R. 164.524. Business Associate shall not be responsible for maintaining the Designated Record Set.
- viii. Amendment of Protected Health Information in a Designated Record Set. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C. F. R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner mutually agreed upon by the parties.
- ix. Access for Regulatory Compliance. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.
- x. Availability of Information. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Subsection b) ix. of this Agreement, to permit

Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C. F. R. 164.528.

- xi. Standard Transactions. Business Associate shall conduct health care transactions in accordance with the requirements (including effective date) of the HIPAA Transaction Rule (45 C. F. R. Parts 160 and 162). In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent required by law, and shall ensure that any agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent required by law.
- xii. Security Incident Response Plan. Business Associate will maintain (and, if necessary, develop and implement) a written security incident response plan to ensure that any Breach will be promptly discovered and reported to Covered Entity in accordance with this Agreement.
- xiii. Notification To Covered Entity Of Breach. Business Associate will notify Covered Entity of any Breach which Business Associate discovers, regardless of whether the Breach results from the actions of Business Associate or its agents or subcontractors.
  - (1) Business Associate will provide such notice orally to Covered Entity within five (5) business days of Business Associate's discovery of the Breach, or of any incident which might, upon further investigation, constitute a Security Breach, followed by a report in writing (facsimile or e-mail is acceptable) when available within reasonable time, but in any event within 60 days of discovery of the Breach.
  - (2) The written report shall include the following, at a minimum, subject to the availability of necessary information:
    - A. a description of the incident;
    - B. the date that the incident occurred;
    - C. the date that the incident was discovered;

- D. the identity and last known mailing address of each affected individual;
- E. the affected categories of PHI for each affected individual;
- F. a description of the steps taken to investigate the incident;
- G. an identification of any law enforcement agency that has been contacted about the incident and contact information for the relevant official;
- H. a description of the steps that have been, or will be, taken to mitigate the incident; and
- I. a description of the steps that have been, or will be, taken to prevent a recurrence, including where applicable discipline of the person(s) responsible for the Breach.

- (3) Business Associate will update the written report periodically as material, new information becomes available.
- (4) If a law enforcement official determines that a notification, notice, or posting required by Section b) xiii. of this Agreement or by law would impede a criminal investigation or cause damage to national security, and a law enforcement official instructs Business Associate in writing to delay such notification, notice, or posting, such notification, notice, or posting shall be delayed in the same manner as provided under 45 C. F. R. 164.528(a)(2) of the Privacy Rule.

xiv. Cooperation In Security Incident Response And Mitigation Of Damages.

Business Associate will, at its own expense, cooperate with Covered Entity in its investigation of, and response to, any Security Breach. Covered Entity shall remain solely responsible for providing all notices. Covered Entity will determine (a) the content of any notice provided in connection with a Security Breach, regardless of whether that notice is to be sent to affected individuals, federal or state government agencies, or the media; and (b) the services, if any, to be offered to affected individuals. Business Associate will take, at its own expense, measures reasonably necessary to mitigate any known, harmful effect of a Security Breach.

- xv. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to any PHI received from, or created by, Business Associate on Covered Entity's behalf.
- c) Permitted Uses and Disclosures by Business Associate.
- i. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of the Covered Entity as specified in the Third Party Administrative Services Agreement between the Parties, provided that any such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- ii. Specific Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may disclose PHI:
- (1) for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (2) to carry out the legal responsibilities of Business Associate;
  - (3) to provide Data Aggregation services to Covered Entity as permitted by 42 C. F. R. 164.504(e)(2)(i)(B);
  - (4) to report violations of law to appropriate Federal or State authorities, consistent with 164.502(j)(1), which disclosure shall not be limited by this Agreement to the extent such limitation is contrary to 164.502(j)(1); and
  - (5) as otherwise agreed in writing by the Parties.
- iii. Requests For Access To PHI. In the event Business Associate maintains an electronic health record with respect to an Individual's PHI, Business Associate will comply with (1) a request by Covered Entity or the Individual

for a copy of such PHI in electronic form, and (2) a clear, conspicuous, and specific request by the Individual to transmit the PHI directly to a third party designated by the Individual. The charge for any such copy shall not exceed Business Associate's labor costs in responding to the requests for the copy.

- iv. Minimum Necessary. Whenever practicable, Business Associate will limit its use or disclosure of, and requests for, PHI to the Limited Data Set. If such limitation is not practicable, Business Associate will limit its use or disclosure of, and its requests for, PHI to the minimum necessary to accomplish the purpose of such use, disclosure, or request. This provision does not apply to the following: (1) disclosures of PHI to the individual, (2) uses or disclosures of PHI pursuant to an authorization executed by the individual or the individual's personal representative, (3) disclosures of PHI made to HHS, (4) uses or disclosures of PHI that are required by law; or (5) uses or disclosures of PHI that are required for compliance with HIPAA or its implementing regulations. In the event that HHS issues final regulations defining what constitutes "minimum necessary," the definition of minimum necessary contained in such final regulations, and any relevant, related requirements, shall supersede and replace this provision.
- d) Obligations of Covered Entity.
  - i. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C. F. R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - ii. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - iii. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C. F. R. 164.522., to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- e) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under

the Privacy Rule, or other applicable Federal, state, or local regulation, if done by Covered Entity, except for data aggregation or management and administrative activities of the Business Associate as authorized under Section c).

f) **Electronic Data Interchange.** The Business Associate agrees that if it (or any of its agents or subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a “standard transaction,” the Business Associate (and such agents and subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 C. F. R. Parts 160 and 162.

g) **Term and Termination.**

i. **Term.** The Term of this Agreement shall be effective on the HIPAA Privacy and HIPAA Security effective dates of this Plan and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

ii. **Termination for Cause.** Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall:

- (1) provide an opportunity for Business Associate to cure the breach or end the violation;
- (2) if Business Associate does not cure the breach or end the violation within 30 days or the time specified by Covered Entity, whichever is longer, terminate this Agreement; or
- (3) if Business Associate has breached a material term of this Agreement and cure is not possible, immediately terminate this Agreement.

iii. **Effect of Termination.**

(1) Except as provided in paragraph (2) of this section below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

h) Indemnification

i. General Indemnification. Except as provided in Section g) ii. of this Agreement, each party agrees to indemnify the other party, its directors, officers, employees, and agents and hold them harmless for any and all reasonable expenses, claims and other liabilities (the “Liabilities”) to the extent the Liabilities are caused by or result from the negligence, intentional misconduct or other breach of this Agreement of the indemnifying party or its directors, officers, employers or agents.

ii. Indemnification for Breach.

(1) Business Associate shall defend and indemnify Covered Entity, its parent and subsidiary corporations, officers, directors, employees and agents, Plan Administrator and the Plan from and against any and all claims, inquiries, investigations, reasonable attorneys’ fees, costs, monetary penalties, and damages incurred as a result of any Breach caused by the negligent acts or omissions of Business Associate, its agents or subcontractors. Such indemnification shall include the reasonable attorneys’ fees and other expenses (including the cost of any services offered to affected individuals in the security breach notification) incurred by Covered Entity in connection with the provision of notice of a Breach to affected individuals.

(2) Covered Entity shall defend and indemnify Business Associate, its parent and subsidiary corporations, officers, directors, employees and agents, from and against any and all claims, inquiries, investigations, reasonable attorneys' fees, costs, monetary penalties, and damages incurred as a result of any Breach caused by the acts or omissions of Covered Entity, its parent or subsidiary corporations, officers, directors, employees or agents. Such indemnification shall include the reasonable attorneys' fees and other expenses incurred by Business Associate in connection with the Breach.

i) **Miscellaneous.**

- i. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- ii. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules.
- iii. **Survival.** The respective rights and obligations of Business Associate under Section g) iii. of this Agreement shall survive the termination of this Agreement.
- iv. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the Security Rule.

9. **ASSIGNMENTS.** This agreement is binding upon both parties hereto and their heirs, successors, and assigns. Neither party may assign or transfer any interest, in whole or in part, without the other party's prior written consent.

10. **DEFAULT.** In the event of default in any of the terms of this agreement by either party, the non-defaulting party shall have, without limitation, all remedies available at law.

11. **ATTORNEY FEES.** In the event it shall become necessary for either party to obtain the services of an attorney to enforce the terms hereof, the defaulting party shall pay all reasonable attorneys fees and costs including all court costs, witness fees and legal expenses incurred by the non-breaching party, with or without suit. In the event of suit, the substantially prevailing party shall be entitled to recover to reimbursement by the non-prevailing party for its

court costs and reasonable attorney fees, including such costs and fees that are incurred upon appeal.

12. VENUE AND APPLICABLE LAW. This agreement is made and entered into in accordance with, and shall be interpreted by, the laws of the State of Washington. Any action or proceeding to interpret this agreement or any of its provisions shall be commenced in Spokane County, Washington.

13. WAIVER, MODIFICATION, OR AMENDMENT. No waiver, modification, or amendment of any term or condition of this agreement shall be effective unless in writing, and no waiver or indulgence by either party of any deviation by the other party from full performance of this agreement shall be a waiver of the right to subsequent or other full, strict, and timely performance.

14. MERGER CLAUSE. This agreement expresses the full and final purpose and agreement between the parties and said agreement shall not be qualified, modified, or supplemented by course of dealing, usage of trade, or course of performance. There are no verbal agreements which qualify, modify, or supplement this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first hereinabove written.

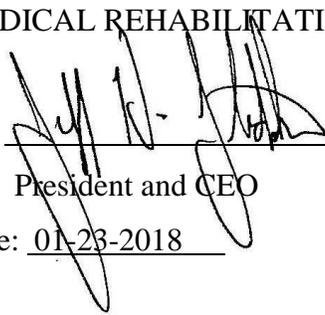
CITY OF VALDEZ & SCHOOLS

By: \_\_\_\_\_

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

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

MEDICAL REHABILITATION CONSULTANTS, INC.

By:  \_\_\_\_\_

President and CEO

Date: 01-23-2018

Attachment A

**CITY OF VALDEZ & SCHOOLS**

**Contracted Services Fee Schedule**

Effective April 1, 2018

Utilization Management: Includes: Precertification, Pre-authorization, and Medical Necessity Determinations for the following:	\$2.45 per insured employee per month
1) Inpatient hospitalizations	
- Concurrent Review	
- Retrospective Review	
- Second Medical Opinion (if recommended)	
2) Outpatient Surgeries (hospital setting or free-standing surgical facility)	
Medical Case Management:	\$155.00/hour
Medical Consultation & Research:	\$155.00/hour
Physician Consulting (if required for medical necessity determinations):	\$400.00/hour (one-hour minimum)
Hospital Bill Review:	\$155.00/hour
<u>Expenses</u>	
Travel Time:	\$155.00/hour
Long Distance Telephone:	\$ 0.10/minute
Mileage:	\$ 0.50/mile
Meal Per Diem (for overnight travel only):	\$ 60.00/day
Other (parking, fax, overnight mail, medical records):	Actual + 20%

# Sun Life Assurance Company of Canada STOP-LOSS POLICY

**Policyholder:** Valdez City School District

**Policy Number:** 908195

**Policy Effective Date:** April 1, 2018

This Policy is delivered in Alaska and is subject to the laws of that jurisdiction.

Sun Life Assurance Company of Canada agrees to pay the benefits provided by this Policy in accordance with the provisions contained herein. This Policy is issued in consideration of the Application submitted by the Policyholder, a copy of which is attached, and continued payment of premium by the Policyholder. The Application, and any Riders, Endorsements, Addenda and Amendments to this Policy are made part of this Policy.

The Policyholder will hereafter be referred to as “You,” “Your,” and “Yours.”

Sun Life Assurance Company of Canada will hereafter be referred to as “We,” “Our,” and “Us.”

When determining any date under this Policy, all days begin at 12:00:00 a.m. and end at 11:59:59 p.m. standard time for Your headquarters.

Signed at Our U.S. headquarters, One Sun Life Executive Park, Wellesley Hills, Massachusetts, by:



Dean A. Connor  
President and Chief Executive Officer



Brigitte K. Catellier  
Vice President, Associate General Counsel and  
Corporate Secretary

**PLEASE READ YOUR POLICY CAREFULLY**  
Non-Participating

**This is a reimbursement policy. You, or Your Plan administrator, are responsible for making benefit determinations under Your Plan. We have no duty or authority to administer, settle, adjust or provide advice regarding claims filed under Your Plan.**



Sun Life Assurance Company of Canada is a member of the Sun Life Financial group of companies.  
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**Schedule of Benefits**  
**Specific Benefit**

Original Specific Benefit Effective Date April 1, 2018

**Benefit Specifications**

Policy Year April 1, 2018 through March 31, 2019

Reimbursement Percentage 100% of Eligible Expenses

Covered Benefits Medical, Including Prescription Drugs

Specific Benefit Deductible \$150,000

Specific Benefit Lifetime Maximum  
Eligible Expenses Unlimited

Specific Benefit Claims Basis **24/12 (12 Month Run-In)**  
Eligible Expenses include only those expenses Incurred during the Policy Year, or within 12 months prior to the Policy Year (the "Run-In Period"), and Paid during the Policy Year.

Covered Unit(s) Single Employee, Employee and Family

Retirees Not Covered

Specific Benefit Premium Rate \$243.00 per Single Employee, Employee and Family per month

Premium Due Date The Policy Effective Date and the first day of each succeeding month.

**Schedule of Benefits  
Aggregate Benefit**

Original Aggregate Benefit Effective Date      April 1, 2018

**Benefit Specifications**

Policy Year      April 1, 2018 through March 31, 2019

Reimbursement Percentage      100% of Eligible Expenses

Covered Benefits      Medical  
Prescription Drug Plan (PDP)

Aggregate Benefit Maximum      \$1,000,000

Aggregate Benefit Maximum Eligible Expenses Per Covered Person      \$150,000

Aggregate Deductible Factor (“ADF”)      The ADF per Benefit Month for each Covered Unit by Covered Benefit is as follows:

<u>Covered Benefit</u>	<u>Covered Units</u>	<u>ADF</u>
Medical	Single Employee and Employee and Family	\$2,001.60
PDP	Single Employee and Employee and Family	\$325.68

Minimum Aggregate Deductible      The Minimum Aggregate Deductible for the current Policy Year is the greater of:  
a) \$5,956,906; or  
b) 90% of the Monthly Aggregate Deductible for the first month of the Policy Year, then multiplied by 12.

Aggregate Benefit Attachment Point      The Aggregate Benefit Attachment Point is the greater of:  
a) the sum of the Monthly Aggregate Deductibles for the Policy Year; or  
b) the Minimum Aggregate Deductible.

Aggregate Benefit Claims Basis      **24/12 (12 Month Run-In)**  
Eligible Expenses include only those expenses Incurred during the Policy Year, or within 12 months prior to the Policy Year (the “Run-In Period”), and Paid during the Policy Year.

Covered Unit(s)      Single Employee, Employee and Family

Retirees      Not Covered

Aggregate Benefit Premium Rate      \$11.76 per Covered Units per month.

Premium Due Date      The Policy Effective Date and the first day of each succeeding month.

## **Section I Definitions**

**Alternative Care:** For the purpose of determining Eligible Expenses under this Policy, Alternative Care means a plan of Treatment identified through case management services provided to Your Plan. Expenses arising from Alternative Care for reimbursement may be considered Eligible Expenses if the Treatment is cost-effective and Medically Appropriate and Necessary for the care of a Covered Person. Alternative Care must satisfy the requirements set forth in Section II, Expenses Eligible for Reimbursement.

**Benefit Month:** Any calendar month during which this Policy is in force.

**Catastrophic Diagnosis:** Any medical condition that is a special risk on Our Special Risk Questionnaire.

**Claims Basis:** The period of time, shown on the Schedule(s) of Benefits, during which Eligible Expenses must be Incurred by a Covered Person and Paid by You to be eligible for reimbursement under this Policy.

**Covered Benefits:** The benefit provisions of Your Plan that are insured for stop-loss coverage under this Policy. The Covered Benefits for this Policy are shown on the Schedule(s) of Benefits.

**Covered Person:** A person enrolled in Your Plan and entitled to receive benefits under Your Plan while this Policy is in force. Retirees, as defined by Your Plan, may be Covered Persons if they are included on the Schedule(s) of Benefits. Covered Person also includes a person enrolled in Your Plan and entitled to receive benefits under Your Plan during the Run-In Period who dies before the Policy Effective Date.

**Covered Unit:** A category of participants under Your Plan. The Covered Unit(s) for this Policy are shown on the Schedule(s) of Benefits.

**Dependent:** A person enrolled in Your Plan and entitled to receive benefits under Your Plan as a dependent of a Covered Person. If the law of the state where the Policy is issued requires that domestic partners be covered under Your Plan, then individuals who are domestic partners under the law shall be considered Dependents under the Policy.

**Drug or Alcohol Dependence:** Dependence on, or abuse of, a chemical substance or alcohol as classified by the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association (“DSM”) or a comparable manual if the American Psychiatric Association stops publishing the DSM.

**Experimental or Investigational Treatment:** For the purpose of determining Eligible Expenses under this Policy, a Treatment (other than covered Off-Label Drug Use) will be considered experimental or investigational if:

1. The Treatment is governed by the United States Food and Drug Administration (“FDA”) and the FDA has not approved the Treatment for the particular condition at the time the Treatment is provided; or
2. The Treatment is provided as part of an ongoing Phase I, II, or III clinical trial as defined by the National Institute of Health, National Cancer Institute or the FDA; or
3. There is documentation in published U.S. peer-reviewed medical literature that states that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the Treatment.

Experimental or Investigational Treatment shall not include any Treatment provided as part of a clinical trial that would have been provided to the Covered Person if the Covered Person had not participated in the clinical trial.

**Incurred:** The date on which Treatment is provided.

## **Section I Definitions**

**Independent Review Panel:** A panel retained through a third party vendor of medical review services that is comprised of three physicians who are board-certified in the medical specialty or subspecialty that most typically administers the Treatment under review.

**Medical Management Vendor:** A third party hired to reduce or control the cost of services or supplies provided to Covered Persons under Your Plan.

**Medically Necessary and Appropriate:** For the purpose of determining Eligible Expenses under this Policy, a medically necessary and appropriate Treatment is one that meets all of the following criteria:

1. It is recommended and provided by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license; and
2. It is generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
3. It is approved by the FDA, if applicable.

**Mental Illness:** For the purpose of determining Eligible Expenses under this Policy, Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the DSM. Mental Illness does not include any condition listed in Appendix G of the DSM-IV, titled "ICD-9-CM Codes for Selected General Medical Conditions and Medication Induced Disorders," or any comparable listing if Appendix G is no longer published.

**Off-Label Drug Use:** The use of a drug for a purpose other than that for which it was approved by the FDA.

**Original Aggregate Benefit Effective Date:** When We provide You with Aggregate Benefit coverage under this Policy for consecutive Policy Years, the Original Aggregate Benefit Effective Date is the date Aggregate Benefit coverage first became effective in the consecutive year period.

**Original Specific Benefit Effective Date:** When We provide You with Specific Benefit coverage under this Policy for consecutive Policy Years, the Original Specific Benefit Effective Date is the date Specific Benefit coverage first became effective in the consecutive year period.

**Paid:** The date Your check or draft for payment of expenses Incurred by a Covered Person is issued and delivered to the payee, provided that the account upon which the payment is drawn contains sufficient funds to permit the check or draft to be honored.

**Plan:** Your self-funded benefit plan established to provide benefits to Covered Persons as described in Your plan document. For the purpose of determining benefits payable under this Policy, the Plan shall not include any amendments made to the plan document after the Original Aggregate Benefit Effective Date or the Original Specific Benefit Effective Date, whichever is earlier, unless We notify You in writing from Our U.S. Headquarters that We accept the amendment.

**Policyholder:** You, the legal entity to whom this Policy is issued.

**Prescription Drugs:** For the purpose of determining Eligible Expenses under this Policy, Prescription Drugs includes all prescription drugs covered under Your Plan, other than prescription drugs administered to a Covered Person while he or she is confined in a hospital or other medical facility.

## **Section I Definitions**

**Prescription Drug Plan:** A benefit provision of Your Plan, or a separate employee benefit plan maintained by You, under which prescription drug expenses are paid independently of other medical expenses. Expenses incurred under a Prescription Drug Plan will be included as Eligible Expenses only if the Prescription Drug Plan is included as a Covered Benefit in the Schedule of Benefits. A Prescription Drug Plan does not mean prescription drug expenses paid subject to any deductibles and coinsurance applicable to other medical benefits under Your Plan.

**Provider Network:** A Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any managed care network offered under Your Plan.

**Reimbursement Percentage:** The percent of Eligible Expenses that will be considered for reimbursement under this Policy.

**Schedule of Benefits:** This Policy's schedule of Specific Benefit coverage or Aggregate Benefit coverage provided under this Policy.

**Special Risk Questionnaire:** A report used to provide Us with certain information We require to underwrite this Policy.

**Third Party Administrator ("TPA"):** A third party that You have entered into an agreement with to provide administrative services to Your Plan. Your TPA is not Our agent.

**Transplant:** The transplant of organs from human to human, including bone marrow, stem cell and cord blood transplants. Transplants include only those transplants that: (a) are approved for Medicare coverage on the date the Transplant is performed; and (b) are not otherwise excluded by this Policy.

A Transplant must be performed at a Transplant Facility in order to be considered for reimbursement under this Policy.

**Transplant Facility:** A hospital or facility which is accredited by the Joint Commission on Accreditation of Healthcare Organizations to perform a Transplant and:

For organ transplants: is an approved member of the United Network for Organ Sharing for such Transplant or is approved by Medicare as a transplant facility for such Transplant;

For unrelated allogeneic bone marrow or stem cell transplants: is a participant in the National Marrow Donor Program;

For autologous stem cell transplants: is approved to perform such Transplant by: (a) the state where the Transplant is to be performed; or (b) Medicare; or (c) the Foundation for the Accreditation of Hemopoietic Cell Therapy. Outpatient transplant facilities must be similarly approved.

**Treatment:** Any treatment, procedure, service, device, supply or drug provided to a Covered Person.

**Usual and Customary Charge:** The usual and customary charge for the locality where the expenses are incurred.

## **Section I Definitions**

**U.S. Headquarters:** Our United States headquarters located at One Sun Life Executive Park, Wellesley Hills, Massachusetts.

**Section II**  
**Benefit Provisions**  
**Specific Benefit**

**Definitions**

**Specific Benefit Deductible:** The amount of Eligible Expenses relating to a Covered Person that You must pay before You become eligible for a Specific Benefit.

**Specific Benefit Lifetime Maximum Eligible Expenses:** The Specific Benefit Lifetime Maximum Eligible Expenses is the maximum amount of Eligible Expenses We will ever apply towards the Specific Benefit for a Covered Person during his or her lifetime. All Eligible Expenses incurred by a Covered Person during the first Policy Year or any subsequent Renewal Policy Year will apply toward the Specific Benefit Lifetime Maximum Eligible Expenses. The Specific Benefit Lifetime Maximum Eligible Expenses amount is shown in the Schedule of Benefits.

**Specific Benefit**

The Specific Benefit for any Covered Person for any Policy Year equals:

1. The total amount of Eligible Expenses for the Covered Person; minus
2. The Specific Benefit Deductible.

multiplied by the Reimbursement Percentage shown on the “Schedule of Benefits – Specific Benefit,” if that Reimbursement Percentage is less than 100%.

The amount of Eligible Expenses with respect to any Covered Person is subject to the Specific Benefit Lifetime Maximum Eligible Expenses.

**Section II**  
**Benefit Provisions**  
**Aggregate Benefit**

**Definitions**

**Aggregate Benefit Attachment Point:** The amount of Eligible Expenses You must pay during the Aggregate Benefit Claims Basis before We will consider an Aggregate Benefit claim. The Aggregate Benefit Attachment Point is shown on the Schedule of Benefits.

**Aggregate Deductible Factor:** The deductible factor per Benefit Month per Covered Unit by Covered Benefit. The Aggregate Deductible Factor for each Covered Benefit is shown on the Schedule of Benefits.

**Aggregate Benefit Maximum Eligible Expenses per Covered Person:** The maximum amount of Eligible Expenses for any one Covered Person that will be used to calculate the Aggregate Benefit. The Aggregate Benefit Maximum Eligible Expenses per Covered Person is shown on the Schedule of Benefits

**Minimum Aggregate Deductible:** The minimum amount of Eligible Expenses You must pay before You become eligible for an Aggregate Benefit. The Minimum Aggregate Deductible is shown on the Schedule of Benefits.

**Monthly Aggregate Deductible:** The sum of the deductibles for all Covered Benefits for each Benefit Month. The deductible for each Covered Benefit is calculated by multiplying the number of Covered Units on the first day of the Benefit Month by the Aggregate Deductible Factor for each Covered Benefit. The calculation of the Monthly Aggregate Deductible is subject to the 5% Adjustment Rule.

**5% Adjustment Rule:** If the Monthly Aggregate Deductible decreases from one month (“Month A”) to the next (“Month B”), for any reason, the Monthly Aggregate Deductible for Month B shall not be less than 95% of the Monthly Aggregate Deductible for Month A.

**Aggregate Benefit**

The Aggregate Benefit equals:

1. The total amount of Eligible Expenses for all Covered Persons, subject to the Aggregate Benefit Maximum Eligible Expenses Per Covered Person, [multiplied by the Related Provider Reimbursement Percentage, if applicable]; minus
2. The Aggregate Benefit Attachment Point; and

multiplied by the Reimbursement Percentage shown on the “Schedule of Benefits – Aggregate Benefit,” if that Reimbursement Percentage is less than 100%.

The Aggregate Benefit will be calculated after the end of the Aggregate Benefit Claims Basis.

**Aggregate Benefit Maximum**

The Aggregate Benefit We will pay will not exceed the Aggregate Benefit Maximum shown on the Schedule of Benefits.

**Section II**  
**Benefit Provisions**  
**SunExcel® Centers of Excellence**

**Introduction**

**This is a voluntary program. If you utilize it, you must comply with the following terms to receive a benefit under it.**

This program provides a number of benefits, which include:

- Providing Covered Persons with access to Centers of Excellence Transplant Facilities;
- Reducing the Specific Benefit Deductible for a Covered Person who uses a Centers of Excellence Transplant Facility for a Transplant;
- Payment of the transplant network access fee;
- Reimbursement for travel and lodging expenses incurred by a Covered Person and the parents/legal guardians of a Covered Person who is a Dependent immediately prior to, and following, a Transplant if such expenses are covered under Your Plan; and
- Reimbursement for certain expenses and deductibles paid by the Policyholder.

**Definitions** For the purpose of this program, the following term shall be defined as follows:

**Centers of Excellence Transplant Facility:** A Transplant Facility We have contracted with as part of the SunExcel® Centers of Excellence Transplant Benefit program.

**Requirements**

To qualify for the Transplant Benefits, You and Your Plan must satisfy all of the following requirements:

1. Your Plan must:
  - a) Require pre-certification for Transplant related hospitalizations and outpatient Transplant procedures;
  - b) Offer a minimum Transplant benefit of \$300,000;
  - c) Treat Centers of Excellence Transplant Facilities as in-network providers; and
2. You must:
  - a) Require Your TPA and Provider Network(s) to permit Covered Persons to access SunExcel® Centers of Excellence Transplant Facilities;
  - b) Advise Your TPA and Medical Management Vendor(s) that Covered Persons may access Centers of Excellence Transplant Facilities.
  - c) Agree to waive any exclusion under Your Plan that excludes expenses relating to the acquisition of an organ for a Transplant (“organ acquisition expenses”), when organ acquisition expenses are included in the global fee negotiated with a Centers of Excellence Transplant Facility; and
  - d) Advise Your TPA or Medical Management Vendor(s) to contact Our Stop Loss Case Management department at 1-888-467-4267 when You or they receive notice that a Covered Person may require a Transplant so that We can set up the transplant contract with the Center of Excellence Transplant Facility.

**Section II**  
**Benefit Provisions**  
**SunExcel® Centers of Excellence**

**SunExcel® Centers of Excellence Transplant Benefit**

If You satisfy the requirements set forth above, and a Covered Person has a Transplant performed at a Centers of Excellence Transplant Facility, We will:

1. Reduce the Specific Benefit Deductible for the Covered Person by \$10,000 amount for the Policy Year in which the Transplant occurs; and
2. Pay any fee required for access to the Centers of Excellence Transplant Facility.

In addition, if Your Plan provides the following benefits as Covered Benefits under the Eligible Expenses under the SunExcel® Transplant Benefit, will include:

1. Up to \$5,000 for any travel and lodging expenses incurred by the Covered Person and one companion or parents/legal guardians of a Covered Person who is a Dependent immediately prior to, and following, the Transplant; and/or
2. Up to \$1,500 for any deductible and co-payments waived by, or paid to, the Covered Person by Your Plan, for the year in which the Transplant occurs.

**Section II**  
**Benefit Provisions**  
**Expenses Eligible for Reimbursement**

**Eligible Expenses**

Eligible Expenses include any amount paid by You for Medically Necessary and Appropriate expenses incurred by a Covered Person which:

1. Have been paid in accordance with the terms of Your Plan; and
2. Were Incurred and Paid during the applicable claims basis; and
3. Are paid under a Covered Benefit shown on the Schedule of Benefits; and
4. Are not otherwise excluded under this Policy.

**Alternative Care**

In addition to satisfying Eligible Expenses criteria 2,3 and 4 above, expenses related to Alternative Care may be considered Eligible Expenses when all of the following additional criteria have been satisfied and submitted to Sun Life Case Management for approval:

1. You demonstrate to Our satisfaction that providing the Alternative Care resulted in a cost savings to the Plan; and
2. The Alternative Care was recommended by case management services provided to Your Plan; and
3. The Alternative Care was Medically Necessary and Appropriate.

**Off-Label Drug Use**

In addition to satisfying the criteria for Eligible Expenses set forth above, expenses related to Off-Label Drug Use may be considered Eligible Expenses when all of the following additional criteria have been satisfied:

1. The drug is not excluded under Your Plan; and
2. The drug has been approved by the FDA; and
3. You can demonstrate to Our satisfaction that the Off-Label Drug Use is appropriate and generally accepted in the medical community for the condition being treated; and
4. If the drug is used for the treatment of cancer, a nationally recognized compendia recognize it as an appropriate treatment and
5. The drug is not provided as part of a Phase I, II, or III clinical trial as defined by the National Institute of Health, National Cancer Institute, or the FDA.

**Reimbursement of Certain Fees**

Eligible Expenses will also include the following fees Incurred and Paid by You, when approved by Us at Our U.S. Headquarters:

1. Reasonable hourly fees for case management services provided by a registered nurse case manager retained by You or Your TPA; and
2. Fees for: (a) hospital bill audits; (b) access to non-directed provider networks; and (c) negotiating out of network bills.
3. Such fees shall be considered Eligible Expenses only if You can demonstrate to Us that the work that generated the fees resulted in a cost savings to the Plan. If the Plan can demonstrate such a cost savings, We will reimburse You up to 40% of the amount saved.
4. Fees charged by Your TPA or any subsidiary of Your TPA for any of these services will be considered Eligible Expenses only if prior approval has been obtained in writing from Us at Our U.S. Headquarters.

**State Health Care Surcharges**

If You pay a state health care surcharge in connection with the payment of Eligible Expenses, the health care surcharge shall be considered an Eligible Expense. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Expenses.

**Section II**  
**Benefit Provisions**  
**Limitations and Exclusions**

**We will NOT reimburse You for:**

1. Expenses for medical services rendered to a Covered Person by the Covered Person's family member or relative.
2. Expenses that are payable or reimbursable under any Workers' Compensation Law or similar legislation.
3. Expenses for any cosmetic Treatment as defined in Your Plan. This exclusion does not apply to expenses relating to breast reconstruction after mastectomy.
4. Expenses for any Experimental or Investigational Treatment.
5. Expenses for any transplant not included in the definition of Transplant.
6. Expenses relating to non-human organ or tissue transplants, gene therapies, xenographs or cloning.
7. Expenses for any Treatment administered outside the United States if the Covered Person traveled to the location where the Treatment was received for the purpose of obtaining the Treatment.
8. Expenses for benefits in excess of Your Plan's limits, or expenses that are excluded under Your Plan.
9. Expenses in excess of the Usual and Customary Charge.
10. Any amount paid by You in excess of a negotiated provider discount, or any penalty or late charge incurred, or any discount lost, unless previously approved in writing by Us at Our U.S. Headquarters.
11. Expenses associated with the administration of Your Plan including, but not limited to, claim payment fees, cost containment administrative fees, Pharmacy Benefit Manager administration fees, PPO access fees, premium functions, medical review and consultant fees, unless otherwise covered under this Policy.
12. Expenses paid by You relating to any litigation concerning Your Plan, including, but not limited to, attorneys' fees, extra-contractual damages, compensatory damages and punitive damages.
13. Any portion of an expense which You are not obligated to pay under Your Plan, or which is reimbursable to You under:
  - a) Another group health benefit program; or
  - b) A government or privately supported medical research program; or
  - c) Medicare; or
  - d) Any coordination of benefits or non-duplication of benefits provision of Your Plan; or
  - e) Worker's compensation; or
  - f) Any other source.
14. Expenses incurred by a person who is employed by You at any unit, subsidiary or division of Yours that has not been underwritten by Us.
15. Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared.
16. Expenses paid by You for any Treatment authorized or approved under any provision of Your Plan which:
  - a) Allows the plan administrator to approve alternative care or alternative treatment; or
  - b) Allows the plan administrator to alter, modify, or waive Plan provisions or limitations, or
  - c) Grants You or Your plan administrator discretion to approve coverage for Treatment not otherwise covered under Your Plan;

unless the Treatment satisfies the criteria for Alternative Care set forth in Section II.

17. Expenses covered under a Prescription Drug Plan, unless Prescription Drug Plan coverage is a Covered Benefit on the Schedule of Benefits.
18. Expenses for any Transplant if You have a separate insurance policy that covers Transplants for Covered Persons regardless of whether the Covered Person is covered by that policy.

**Section II**  
**Benefit Provisions**  
**Limitations and Exclusions**

19. Notwithstanding any other Policy provision, We will not reimburse any expense incurred by any employee, or by the employee's dependents, where the employee is a member of: (a) a division, unit, group, subsidiary, affiliate, or class of employee of the Policyholder; or (b) an association, trust, cooperative or similar organization connected with the Policyholder, that is not covered by the Plan as of the Policy Renewal Effective Date.

### **Section III Claim Provisions**

#### **Proof of Claim**

Proof of claim must be provided to Us at Our U.S. Headquarters. Expenses for claims submitted to Us that are not submitted in accordance with the Proof of Claim provisions of this Policy are not reimbursable and shall not be considered Eligible Expenses under the Policy.

#### **Specific Benefit**

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the Specific Benefit Deductible for a Covered Person has been satisfied. Proof of claim must be provided to Us no later than 12 months after the end of the Specific Benefit Claims Basis during which the claim arose.

Proof of claim for a Specific Benefit claim shall include the following:

1. A fully completed claim form;
2. A copy of the Covered Person's original enrollment record and records of any change in the Covered Person's coverage under Your Plan;
3. Copies of all bills over \$25,000 and invoices for expenses submitted for reimbursement under this Policy;
4. Proof of payment of any expenses submitted to Us for reimbursement under this Policy or a claims paid detailed report, which includes: Dates of Service, Provider Name, Provider TIN, Amount billed, Discount amount, Eligible Amount, Amount paid, Date paid, Reimbursement amount requested, Previously paid amount, ICD 9 codes and CPT Codes; and
5. Any additional information We may require to fulfill Our obligations under this Policy.

#### **Aggregate Benefit**

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the end of the Aggregate Benefit Claims Basis for the Policy Year. Proof of claim must be provided to Us no later than twelve (12) months after the end of the Aggregate Benefit Claims Basis.

Proof of claim for an Aggregate Benefit claim shall include the following:

1. A complete aggregate calculation report;
2. A detailed claims history report for all Eligible Expenses Incurred and Paid during the Aggregate Benefit Claims Basis;
3. A report listing all Covered Units eligible for benefits under Your Plan at any time during the Aggregate Benefit Claims Basis;
4. A copy of Your Plan in effect during the Policy Year and any amendments thereto;
5. If Prescription Drug Plan coverage is included as a Covered Benefit on the Schedule of Benefits, a copy of all prescription drug invoices and an itemization thereof, including the amounts of any rebates received by You; and
6. Any additional information We may require to fulfill Our obligations under this Policy.

#### **Appeal of a Claim Determination**

You may appeal the initial claim determination made by Us under this Policy by submitting a written appeal to Us at Our U.S. Headquarters within ninety (90) days from the date of Our determination. Your appeal should state the basis of Your disagreement with Our initial claim determination and should include all documentation and information supporting Your appeal that has not been previously provided to Us. Once you receive a determination from Us regarding Your appeal, You will have exhausted Your administrative remedies under this Policy.

### **Section III Claim Provisions**

#### **Deferred Payments by You**

You must obtain prior written approval from Us at Our U.S. Headquarters during the Policy Year in order for any Eligible Expenses Incurred in the Policy Year, but that will be Paid after the end of the applicable claims basis to be considered eligible for reimbursement under this Policy.

#### **Payment of Claims**

All benefits due under this Policy will be paid to You. During the Policy Year, reimbursements will be disbursed when the amount payable exceeds \$500.00. Any reimbursable amount remaining unpaid at the end of a Policy Year will be paid after the end of the Policy Year.

## **Section IV Your Rights and Responsibilities**

### **Authorizations to Release Information**

You are responsible for authorizing Your TPA, Plan Administrator, case manager or other third party service provider to release to Us information We request to underwrite, review potential claims, make claim determinations, calculate potential reimbursements, or perform other obligations under this Policy. If We do not receive requested information, it may result in the delay, reduction or denial of a claim.

### **Disclosure Requirements**

This Policy has been underwritten based upon the information You provided to Us concerning all persons eligible for benefits under Your Plan on the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date (or on the effective date of any class of Covered Persons added thereafter). This includes, but is not limited to, those persons who are a special risk as defined in the Special Risk Questionnaire.

Your signature on the Application for this Policy warrants and represents to Us that:

1. You or Your authorized representative have consulted with your precertification, utilization review and Medical Management Vendors and Your TPA, or former TPA, to determine who must be disclosed as a special risk on the Special Risk Questionnaire; and
2. You have identified any person who is or may be a special risk by either listing them on the Special Risk Questionnaire or by indicating any such person on the reports listed on the Special Risk Questionnaire.

If You fail to disclose an individual as a special risk, who should have been disclosed as a special risk in accordance with the Special Risk Questionnaire, We will have the right to revise the premium rates, deductibles, deductible factors and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten, retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

### **Reporting Requirements**

You are required to provide periodic reports to Us as described below. If You, or Your TPA, do not provide the reports, or do not provide them on a timely basis, We reserve the right, once we receive them, to take whatever action We could have taken if the reports had been provided when required. Such action may include, but is not limited to, the right to revise premium rates, deductibles, and deductible factors, and to do so retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

#### **Specific Benefit Reporting**

You, or Your TPA, are required to provide Us with notice of any potential Specific Benefit claim within thirty-one (31) days of the date:

1. A Covered Person's Eligible Expenses exceed 50% of the Specific Benefit Deductible; or
2. You, Your TPA, or Your medical management, utilization review or precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person has been diagnosed with, or treated for, a Catastrophic Diagnosis.

#### **Aggregate Benefit Reporting**

You, or Your TPA, are required to provide Us upon request a report (the "Aggregate Benefit Report") that lists:

1. The total amount of Eligible Expenses Incurred by any Covered Person and Paid by You, or Paid on Your behalf, during the Benefit Month; and
2. The number of each type of Covered Unit on the first day of the Benefit Month.

If you have purchased the Monthly Aggregate Accommodation Benefit, You must provide Us with an Aggregate Benefit Report within thirty-one (31) days after the end of each Benefit Month.

## **Section IV Your Rights and Responsibilities**

### **Renewal Reporting**

If You intend to renew this Policy, then three months prior to the end of the Policy Year, You, or Your TPA, are required to provide Us with a report that includes the following information:

1. Monthly Paid claims and enrollment data, organized by Covered Benefit;
2. Large claim information, including amount, diagnosis and prognosis, and any Covered Person who has been diagnosed with a Catastrophic Diagnosis;
3. A census of all Covered Persons;
4. A summary of the number of Covered Persons by workplace zip code, if this Policy covers Employees at multiple locations;
5. A summary report of precertification, utilization review and case management services;
6. A summary report of Your Provider Network(s) or per diem arrangements, setting forth the average hospital discount or per diem charge per day;
7. A copy of changes adopted by or proposed for Your Plan.

### **Plan Changes**

You must notify Us in writing at Our U. S. Headquarters at least thirty-one (31) days before the effective date of any change in, or to:

1. Your Plan;
2. Your TPA;
3. Your Provider Networks; or
4. Your Medical Management Vendors.

Our prior written agreement is required before the coverage under this Policy will apply to any such change. Otherwise, benefits under this Policy will be paid based upon the terms of Your Plan, as it existed prior to any such change. We reserve the right to terminate this Policy as of the effective date of any change in or to Your Plan, Your TPA, Your Provider Network, or Your Medical Management Vendor.

### **Notice of Legal Action**

You agree to give Us prompt notice of: (a) any event that might result in a lawsuit relating to this Policy; or (b) any lawsuit involving this Policy; and to promptly provide Us with copies of any correspondence and pleadings relating to any such event or lawsuit.

### **Hold Harmless**

You agree to defend, indemnify and hold Us harmless from and against any and all claims, demands and causes of action of every kind, relating to any litigation, that We, without Our fault, become involved with that relates to this Policy. You shall pay any and all attorneys' fees, costs, expenses, and damages (including compensatory, exemplary or punitive damages) incurred by Us, or payable by Us, in connection with any such litigation.

This Hold Harmless provision shall not apply to litigation solely between You and Us relating to this Policy.

### **Refund of Overpayment**

If We, You, or Your TPA determine that We have overpaid You under this Policy, You will promptly refund such overpayment to Us within 60 days of such a determination. If We are required to take legal action to collect such overpayment, You agree to indemnify Us for any costs of collection, including, but not limited to, attorneys fees and court costs.

## **Section IV**

### **Your Rights and Responsibilities**

#### **Responsibility for Your TPA**

You are solely responsible for the actions of Your Plan Administrator, Your TPA and any other agent of Yours. Your TPA acts on Your behalf, not on Our behalf. Your TPA is not Our agent. We are not responsible for any compensation owed to, or claimed by, Your TPA or other agents for services provided to, or on behalf of, Your Plan. This Policy does not make Us a party to any agreement between You and Your TPA, nor does it make Your TPA a party to this Policy.

#### **Right of Recovery**

You must pursue all valid claims including, but not necessarily limited to, claims for restitution, constructive trust, equitable lien, breach of contract, injunction, and any other state or federal law claims You or Your Plan may have against any third party responsible, in whole or in part, for any Eligible Expenses Paid by You. You must immediately advise Us of any amount You recover from them. We reserve the right to pursue any and all such claims not pursued by You, and You agree to assign such claims to Us upon Our request.

## **Section V**

### **Our Rights and Responsibilities**

#### **Audit**

We have the right to inspect and audit any and all of Your records and procedures, and those of Your TPA and any other party, that relate to any claim made by You under this Policy. We have the right to require documentation from You that demonstrates You paid an Eligible Expense and that the payment was made in accordance with the terms of Your Plan. We reserve the right to employ a third party, at Our expense, to assist Us with any audit function.

#### **Determination of Eligible Expenses**

For the purpose of determining Eligible Expenses under this Policy, We have the right to determine whether an expense was Paid by You in accordance with the terms of Your Plan.

#### **Cost Containment**

We have the right to retain the services of a Medical Management Vendor, or other service providers at Our expense, to (a) assist Us with cost containment with respect to claims under Your Plan; or (b) provide services to You, Your Plan, or Your Plan Participants to reduce cost, risk or expenses under Your Plan. We may also cause a Medical Management Vendor or other service provider, with whom we may have negotiated a set or discounted rate, to contact You if, the Medical Management Vendor or other service provider provides a service that may allow You or Your Plan to reduce Your risk, costs and expenses.

#### **Confidentiality**

We will protect the privacy and confidentiality of all personally identifiable and/or medical information provided to Us in the course of underwriting or administering this Policy in accordance with Our policies and applicable state and federal laws.

#### **Recoupment**

We have the right to recoup from any benefit payable to You under this Policy any premium You owe to Us that has not been paid. Our right of recoupment does not impair Our right to terminate this Policy for non-payment of premium under the Termination Provisions of this Policy.

#### **Right to Recalculate**

We have the right to recalculate any Specific Benefit Premium Rate, Specific Benefit Deductible, Aggregating Specific Deductible, Aggregate Benefit Premium Rate, Aggregate Deductible Factor or Minimum Aggregate Deductible with respect to this Policy Year whenever any one or more of the following events occur:

1. Your Plan changes;
2. You change Your TPA, Your Provider Network(s), or Medical Management Vendor(s);
3. This Policy is amended;
4. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 15% from the number of Covered Units on the first day of the Policy Year;
5. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 10% from the first day of the prior Benefit Month;
6. A unit, division, subsidiary, or affiliated company of Yours is added to, or deleted from, this Policy;
7. The amount of Eligible Expenses paid in any one of the three (3) months immediately preceding the Policy Effective Date (the "three month period") exceeds 125% of the monthly average of Eligible Expenses Incurred during the nine (9) months immediately preceding the three month period; or
8. There are changes in Your, or Your TPA's, claim paying system or payment practices that causes a variation of fifteen (15) days or more in the most recent twelve (12) month average of claim processing time.

Any right to recalculate exercised under this section may be made retroactive to the Policy Effective Date at Our election. Any recalculation will be made in accordance with Our underwriting practices in effect at the time the Policy was underwritten. The right to recalculate shall survive the termination of this Policy.

**Section V**  
**Our Rights and Responsibilities**

**Right of Reimbursement**

Any portion of an Eligible Expense which You recover from a third party:

1. Is not eligible for reimbursement under this Policy; and
2. Cannot be used to satisfy any deductible or attachment point under this Policy; and
3. Must be repaid to Us if We previously reimbursed You for it.

Any repayment amount You owe Us may be reduced, with Our consent, by any reasonable and necessary expenses You incurred in obtaining the recovery from the third party. Any repayment amount You owe to Us shall survive the termination of this Policy.

## **Section VI General Provisions**

### **Assignment**

Your interest in this Policy cannot be assigned.

### **Bankruptcy or Insolvency**

The bankruptcy, insolvency, dissolution, receivership or liquidation of You, Your Plan or Your TPA will not impose upon Us any obligations other than those set forth in this Policy.

### **Clerical Error**

In the event of a clerical error in this Policy, the Policy will be revised to correct the error. Your failure to:

1. Report the existence of a Covered Person; or
2. File proof of claim in a timely manner; or
3. Comply with the reporting requirements of this Policy;

shall not constitute clerical error.

### **Entire Contract**

This Policy, along with any Attachments, Riders, Endorsements, Addenda or Amendments, and the Application completed by You constitutes the entire contract of insurance between us.

### **Legal Action**

You may not bring a legal action against Us to recover on this Policy earlier than sixty (60) days after You have furnished Us with proof of claim in accordance with the Proof of Claim provisions of this Policy. You may not bring any legal action against Us to recover on this Policy after two (2) years from the time proof of claim is required under this Policy.

### **Statements**

In the absence of fraud, all statements made in any application are considered representations and not warranties.

### **Misrepresentation**

If:

1. You make any misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation You, Your TPA or any other party acting on Your behalf, provide to Us, and which We rely upon during the underwriting of this Policy; or
2. After this Policy is issued, We learn of expenses or claims that were incurred or paid, but not reported to Us, during the underwriting of this Policy;

We have the right, at Our election, to rescind this Policy or to revise the premium rates, deductibles, and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

### **No ERISA Liability**

Under no circumstance will We accept responsibility as a “Plan Administrator” or be deemed a “plan fiduciary” with respect to your Plan under the Employee Retirement Income Security Act of 1974, as amended.

### **Non-Participating Policy**

This Policy is non-participating and does not share in Our surplus earnings.

## **Section VI General Provisions**

### **Policy Amendment**

No change in this Policy, or waiver of any of its provisions, will be valid unless such change or waiver is in writing and agreed to by Us at Our U.S. Headquarters and made a part of this Policy. No agent, broker, TPA, or managing general underwriter has authority to change this Policy or waive any of its provisions.

### **Policy Renewal**

This Policy may be renewed unless it has been terminated or is subject to termination in accordance with the Termination Provisions of this Policy. Policy changes for any renewal policy will appear on a revised Schedule of Benefits and/or a Policy amendment. Your payment of the renewal premium after receipt of the revised Schedule of Benefits and/or Policy amendment constitutes acceptance of the renewal policy by You.

### **No New Special Conditions Rider at Renewal**

We guarantee that if You renew Your Policy with Us, Your renewal stop loss policy will not contain a new or revised Special Conditions Rider, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;
2. Your renewal stop loss policy contains no material changes from Your present Policy; and
3. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.

We reserve the right to carry over to the renewal stop loss policy any Special Conditions Rider that is part of Your current Policy.

If any change referenced in sections 1 through 3 above is material, this provision shall be of no force and effect.

### **Renewal Rate Increase Cap**

If You renew Your Policy with Us, We guarantee that the Specific Benefit Premium Rate on Your renewal stop loss policy will not be increased more than 50% over the Specific Benefit Premium Rate shown on the Schedule of Benefits, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;
2. Your renewal stop loss policy contains no material changes from Your present Policy; including, but not limited to, changes to: a) the length of the Policy Year; (b) Covered Benefits; (c) coverage for Retirees; (d) the Specific Benefit Deductible; (e) the Claims Basis; (f) the Specific Benefit Lifetime Maximum or Annual Maximum Eligible Expenses; (g) the Specific Benefit Reimbursement Percentage; (h) the commission payable; (i) Your TPA; or (j) Provider Networks;
3. There are no material changes in the demographic distribution of the group covered by Your current Policy versus the group covered by the renewal stop loss policy; and
4. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.
5. There is no change in any assessment levied against Us by the state in which this Policy was issued.

## **Section VI General Provisions**

If any change referenced in sections 1 through 3 above is material, we shall adjust the Renewal Rate Increase Cap accordingly.

### **Premium Provisions**

#### **Premium Payments**

Premium is due on or before the Premium Due Date.

#### **Grace Period**

A grace period of forty five (45) days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the grace period. If a premium is not paid by the end of the Grace Period, this Policy will terminate, without notice to You, as of the last date for which premium was paid.

#### **Premium Data**

You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

1. The number of each type of Covered Unit, for each Covered Benefit, under Your Plan on the first day of the Benefit Month; and
2. The amount of premium paid.

We use such premium data reports solely to process premium. They do not replace any report required, or which may be required, under Section IV of this Policy.

### **Severability**

In the event that a court of competent jurisdiction invalidates any provision of this Policy, all remaining provisions of the Policy shall continue in full force and effect.

### **Termination Provisions**

1. If You fail to pay the premium, this Policy will terminate in accordance with the Premium Provision of this Policy.
2. If Your Plan is terminated, this Policy will terminate on the date the Plan terminated.
3. If You fail to maintain a minimum of 35 participants in Your Plan at any time during the Policy Year, We may elect to terminate this Policy at the end of the first month during which there are less than 35 participants.
4. This Policy will terminate at the end of the Policy Year unless agreed by You and Us to renew.
5. If You, or Your TPA, fail to satisfy any of Your obligations under this Policy We may terminate this Policy at the end of the Policy Year by providing You forty five (45) days advanced written notice.
6. We may terminate this Policy at the end of the Policy Year by providing You 45 days advanced written notice.
7. You may terminate this Policy at any time by providing Us with 31 days advance written notice at Our U.S. Headquarters.

The parties to this Policy may agree in writing to terminate it at any time.

### **Reinstatement**

If this Policy is terminated for non-payment of premium, We may, at Our sole discretion, agree to reinstate it as of the date it terminated upon payment of all outstanding premiums. We may require You to provide certain information to Us before We will consider reinstating the Policy.

**Section VI**  
**General Provisions**

**Time Limitations**

If any time limitation in this Policy is less than that permitted by the law of the state in which the Application was taken, the limitation is hereby extended to the minimum period permitted by the law.

# SUN LIFE ASSURANCE COMPANY OF CANADA

## ADVANCE FUNDING ENDORSEMENT

This endorsement is part of the Policy to which it attaches and is effective on April 1, 2018. It is subject to the terms and conditions of the Policy. If the terms of the endorsement and the Policy conflict, then the terms of the endorsement will control.

### DEFINITIONS

**Business Day:** Any day the New York Stock Exchange (NYSE) is open for regular trading.

### BENEFIT

Upon receiving a written request from You or Your TPA, We will advance funds to You or Your TPA to pay expenses incurred by a Covered Person if all of the following conditions are met:

1. You have satisfied the Specific Benefit Deductible for the Covered Person and the Aggregating Specific Deductible, if any.
2. The expenses incurred by the Covered Person: (a) were for Medically Necessary and Appropriate Treatment; (b) are covered under the terms of Your Plan; (c) were incurred within the Specific Benefit Claims Basis; (d) are covered under a Covered Benefit shown on the Schedule of Benefits; and (e) are not otherwise excluded under the Policy;
3. You have approved the expenses incurred by the Covered Person for payment under Your Plan;
4. You have completed and submitted the Stop Loss Advance Funding Request Form;
5. The advance funding request is for an amount equal to or greater than \$5,000;
6. The Policy is in force at the time the request for advance funding is made; and
7. We receive the advance funding request at least 30 days before the end of the Specific Benefit Claims Basis. Any advance funding request received after that date is not eligible for advance funding.

Upon receipt of the advance funding payment from Us, You or Your TPA must:

- (a) Pay the expenses giving rise to the advance funding request within 10 Business Days after receiving the advance funding payment. If the expenses are paid within this time period, We will consider them to be Paid within the Specific Benefit Claims Basis even if the payment occurs after it. If the expenses are not paid within this time period, You or Your TPA must immediately refund the advance funding payment to Us.
- (b) Provide Us with Proof of Claim which demonstrates payment of the expenses incurred by the Covered Person within 10 Business Days of the date You or Your TPA make the payment; and
- (c) Refund to Us immediately any funds that are not used to pay the expenses incurred by the Covered Person.

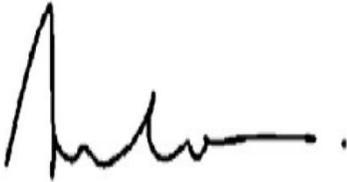
If You do not comply with these requirements, in addition to any other remedy available to Us, we may choose to not advance any other funds under this endorsement.

If We subsequently determine that the expenses incurred by the Covered Person are not eligible for reimbursement under the Policy, You agree to return to Us immediately the amount of the advance funding payment.

**GENERAL**

**Termination**

This endorsement will terminate on the date the Policy terminates. If this endorsement terminates and You owe Us any money under it, the total amount owed by You will become immediately due and payable and shall survive the termination of the endorsement.

A handwritten signature in black ink, appearing to read "Dean A. Connor". The signature is fluid and cursive, with a prominent initial "D" and a horizontal line at the end.

Dean A. Connor  
President and Chief Executive Officer



## Legislation Text

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**File #:** 18-0152, **Version:** 1

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**ITEM TITLE:**

Approval of a Contract with F & W Construction, Inc. for the Hospital Oxygen Generator Project in the Amount of \$552,280.00

**SUBMITTED BY:** Jessica McKay, Capital Facilities Project Manager

**FISCAL NOTES:**

Expenditure Required: \$552,280.00

Unencumbered Balance: \$775,515.00

Funding Source: 315-0310-58000.9196

**RECOMMENDATION:**

Approve the Contract with F & W Construction, Inc. for the Hospital Oxygen Generator Project in the Amount of \$552,280.00

**SUMMARY STATEMENT:**

Staff recommends the approval of the contract with F&W Construction, Inc. for the Hospital Oxygen Generator Relocation in the amount of \$552,280.00. There were four potential bidders that attended the mandatory pre-bid meeting. All four bidders submitted bids ranging from \$552,280.00 - \$645,000.00, with F&W Construction, Inc. being the low bid.

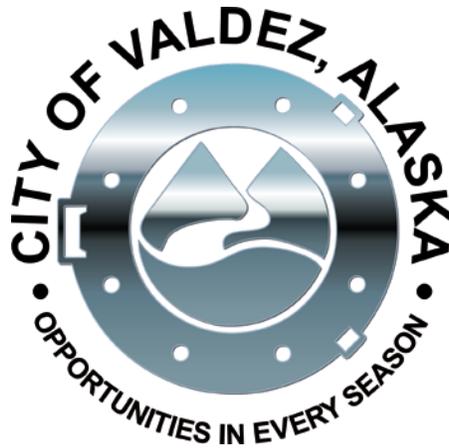
This project includes building two (2) additional rooms onto the existing medical facility. One room will house the existing oxygen generator and must be in 100% code compliance for the manufacturing of medical grade oxygen. The second room will be a large storage space with the intent for future expansion. The existing medical gas room will also be modified to allow for storage and filling of oxygen bottles.

Substantial completion, providing approval of this contract, will be July 25, 2018.

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

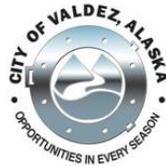
Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196  
Contract Number: 1352  
Cost Code: 315-0310-58000.9196  
Issued for Construction  
Date: February 13, 2018



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

Project Manager:  
Codi Allen

Construction Plan Set Completed By:  
Winchester Alaska  
645 "G" St. Ste. 100 #613  
Anchorage, Alaska 99501



**City of Valdez  
Contract Documents**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196 / Contract Number: 1352**

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Drawings Titled “Valdez Regional Health Center O2 Generator Addition”	Attached
Providence Polices Titled “Tobacco Fee Environment”, “Background Check, State of Alaska, Department of Human Services”, “ILSM Responsibilities of Contractors & Subcontractors.”	



**City of Valdez  
Invitation to Bid**

Date: **February 13, 2018**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196 / Contract Number: 1352**

This project includes, but is not necessarily limited to:

**The finished result of this project will include an addition built onto the existing medical campus which will include two separate rooms. One room will house the existing oxygen generator and must be in 100% code compliance for the manufacturing of medical grade oxygen. The second room will be a large storage space with the intent for future expansion. Lastly, the existing medical gas room will be modified to allow for storage, and filling of oxygen bottles.**

Engineer's estimate for construction is under \$ 500,000.00.

Sealed bids will be accepted until 1:30PM local time on March 15, 2018, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A **mandatory** pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on February 28, 2018 at 11:00 AM.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez website at [www.ci.valdez.ak.us](http://www.ci.valdez.ak.us); documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <http://www.ci.valdez.ak.us> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



City of Valdez

## Instructions to Bidders

**Project: Hospital Oxygen Generator Project**  
**Project Number: 16-315-9196 / Contract Number: 1352**

### CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
  - A. The Bid Form has been executed and signed.
  - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
  - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
  - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
  - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
  - B. The contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

### 1. General

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

### 2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



### 3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

### 4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write "NONE" on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

### 5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ  
Hospital Oxygen Generator Project  
PROJECT NO. 16-315-9196  
CONTRACT NO. 1352  
DATE OF BID OPENING: March 15, 2018

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

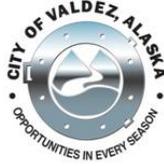
### 6. Preparation of Bids

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

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

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

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



## 7. Required Documents for Bid

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

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

## 8. Required Documents for Award of the Contract

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

- A. Contract Bond (Payment Bond: See Bonding Requirements below)
- B. Contract Bond (Performance Bond: See Bonding Requirements below)
- C. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- D. Certificate of good standing for a Corporation or LLC
- E. Non-collusion Affidavit
- F. Agreement (2 signed copies)
- G. City of Valdez Business Registration
- H. Executed W-9 Form
- I. **Proof of Employer Required Background Checks**

## 9. Bonding Requirements

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

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

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company. The Bid Security shall be issued for five percent (5%) of the bid amount.

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



## B. Contract Payment Bond

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

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

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

## C. Contract Performance Bond

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

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

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

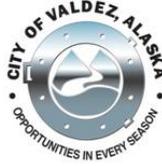
Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

## 10. Bidder Qualifications

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

## 11. Withdrawal of Bids

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



## 12. Bidders Interested in More than One Bid

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

## 13. Rejection of Bids

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

## 14. Hiring of Local Labor

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

## 15. Local Bidder Preference

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

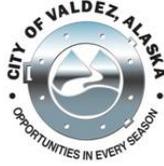
### Section 2.80.020 Definitions

“Local bidder” means a business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:
  - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
  - b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;
  - c. Has current state business licenses and city business registrations;
  - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

### Section 2.80.060D Competitive Procurement Procedure

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



**16. Award of Bid**

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

**17. Pre-Bid Conference**

A **mandatory** Pre-Bid Conference will be held February 28, 2018, at 11:00 AM at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

**18. Pre-Award Conference**

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



**City of Valdez  
Addendum Acknowledgement**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-310-9196 / Contract Number: 1352**

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>2/20/18</u>	Initials	<u>[Signature]</u>
Addendum Number	<u>2</u>	Dated	<u>2/28/18</u>	Initials	<u>[Signature]</u>
Addendum Number	<u>3</u>	Dated	<u>3/6/18</u>	Initials	<u>[Signature]</u>
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

F & W Construction Company, Inc.  
Company Name

Duane M. Heverling  
Authorizing Name

March 15, 2018  
Date

Vice President  
Title

[Signature]  
Signature



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

**Project: Hospital Oxygen Generator Project  
Project Number: 16-310-9196 / Contract Number: 1352**

<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	1	LS	N/A	\$200,000.00
2	Oxygen Generator Relocation	1	LS	N/A	\$200,000.00
3	Oxygen Generator Addition	1	LS	N/A	\$600,000.00
4	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	\$100,000.00



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

**Project: Hospital Oxygen Generator Project  
Project Number: 16-310-9196 / Contract Number: 1352**

**Total Base Bid Amount:**

One million one hundred thousand----- Dollars no Cents

(\$ 1,100,000.00 )

I, F & W Construction Company, Inc., hereinafter called Bidder, ~~an individual doing business as~~ xx, (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 15 day of March, 2018

**BIDDER:**

F & W Construction Company, Inc.

Company Name

3821 Dee Circle

Address

Anchorage, Alaska 99516

City, State, Zip Code

907-248-3666

Telephone Number

92-0127181

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

Duane M. Heverling

Authorizing Name

Vice President

Title

[Signature]

Signature

dheverling@fwalaska

Corporate Seal

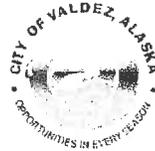
ATTEST:

[Signature]  
Signature of Corporate Sec.

DiAnne Heverling

Print Name





**City of Valdez  
Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we **F & W Construction Co., Inc.**  
**3821 Dee Circle, Anchorage, AK 99516**  
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Continental Casualty Company**  
**2233 112th Ave. N.E., Bellevue, WA 98004**  
(Insert full name and address or legal title of Surety)

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

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

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of Total Bid Amount-----**  
Dollars (\$ **5%**----- ),

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

Whereas, the Principal has submitted a bid for

**Project: Hospital Oxygen Generator Project**  
**Project Number: 16-310-9196/ Contract Number: 1352**

**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 Bid Bond shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of March, 2018

Bobette Lantz Dean  
(Witness)

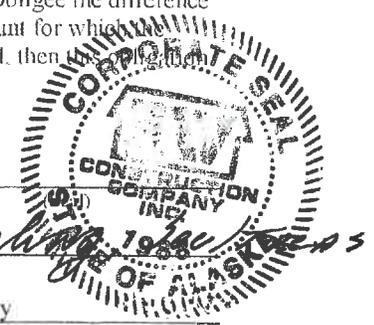
Deanna M. Funch  
(Witness)

F & W Construction Co., Inc.  
(Principal)

Richard Kernerling  
(Title)

Continental Casualty Company  
(Surety)

Jill A. Wallace  
(Title) Jill A. Wallace, Attorney-in-Fact



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Susan B Larson, Deanna M French, Jill A Wallace, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Ronald J Lange, Roger Kaltenbach, Guy P Armfield, Individually**

of Bellevue, WA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 13th day of July, 2017.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of July, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15 day of March, 2018.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

**Alaska Department of Commerce, Community, and Economic Development**  
Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**F AND W CONSTRUCTION CO INC**

3821 DEE CIR ANCHORAGE AK 99516

owned by

F AND W CONSTRUCTION CO INC

is licensed by the department to conduct business for the period

October 04, 2016 through December 31, 2018  
for the following line of business:

23 - Construction

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

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

Chris Hladick  
Commissioner



License #: CONE36  
Effective: 11/16/2016  
Expires: 12/31/2018

**STATE OF ALASKA**

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

**Regulation of Construction Contractors and Home Inspectors**

Licensee: **F & W CONSTRUCTION COMPANY INCORPORATED**

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

Status: **Active**

Doing Business As: **F & W CONSTRUCTION COMPANY INC**

General Contractor  
3821 Dee Circle  
Anchorage Alaska: 99516  
907-248-3666, 243-0145 fax



**CONSTRUCTION  
COMPANY  
INC.**

Fax (907) 243-0145

**FAX MODIFICATION-PLEASE DELIVER IMMEDIATELY**

DATE: March 15, 2018  
1:00 PM

**FAX TRANSMITTAL FORM**

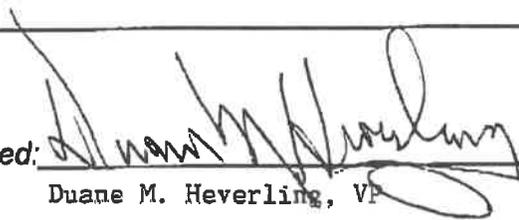
TO: CITY OF VALDEZ FAX NUMBER: 907-835-4479

RE: HOSPITAL OXYGEN GENERATOR PROJECT ATTENTION: CAPITAL FACILITIES DIRECTOR  
No. 16-315-9196

**MESSAGE:**

Attached is a bid modification for the HOSPITAL OXYGEN GENERATOR PROJECT. Our bid  
package should have already been delivered via Express Mail; US post office.

Page # 1 of 4

Signed:   
Duane M. Heverling, VP



**City of Valdez  
Addendum Acknowledgement**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-310-9196 / Contract Number: 1352**

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>2/20/18</u>	Initials	<u>[Signature]</u>
Addendum Number	<u>2</u>	Dated	<u>2/28/18</u>	Initials	<u>[Signature]</u>
Addendum Number	<u>3</u>	Dated	<u>3/6/18</u>	Initials	<u>[Signature]</u>
Addendum Number	<u>4</u>	Dated	<u>3/14/18</u>	Initials	<u>[Signature]</u>
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

F & W Construction Company, Inc.  
Company Name

Duane M. Heverling  
Authorizing Name

March 15, 2018  
Date

Vice President  
Title

[Signature]  
Signature



City of Valdez  
Bid Schedule  
Page 2 of 2

Project: Hospital Oxygen Generator Project  
Project Number: 16-310-9196 / Contract Number: 1352

Total Base Bid Amount:

*Deduct*  
Five hundred forty seven thousand Dollars NO Cents  
SEVEN HUNDRED TWENTY  
(\$ 547,720.00 )

I, F & W Construction Company, Inc., hereinafter called Bidder, ~~an individual doing business as xxx~~, (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 15 day of March, 2018

BIDDER:

F & W Construction Company, Inc.  
Company Name

3821 Dee Circle  
Address

Anchorage, Alaska 99516  
City, State, Zip Code

907-248-3666  
Telephone Number

92-0127181  
Federal I.D. or S.S.N.

Duane M. Heverling  
Authorizing Name

Vice President  
Title

[Signature]  
Signature

dheverling@fwalaska  
Email Address

CORPORATE SEAL



ATTEST:  
[Signature]  
Signature of Corporate Sec.

DiAnne Heverling  
Print Name

F &amp; W Construction Company, Inc.



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

**Project: Hospital Oxygen Generator Project  
Project Number: 16-310-9196 / Contract Number: 1352**

<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	1	LS	N/A	<i>Deduct</i> \$ 180,341.00
2	Oxygen Generator Relocation	1	LS	N/A	<i>Deduct</i> \$ 164,422.00
3	Oxygen Generator Addition	1	LS	N/A	<i>Deduct</i> \$ 123,492.00
4	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	<i>Deduct</i> \$ 77,265.00



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

**Project: Hospital Oxygen Generator Project**  
**Project Number: 16-315-9196/ Contract Number: 1352**

---

This agreement is made on the 3rd day of April, 2018, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and F & W Construction Company, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Anchorage, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: Hospital Oxygen Generator Project**  
**Project Number: 16-315-9196/ Contract Number: 1352**

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: **five hundred fifty-two thousand, two hundred eighty dollars and zero cents** **(\$552,280.00)**.

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice To Proceed and to complete all work in accordance with the contract documents and addendums prior to (July 25, 2018) as indicated on the Notice To Proceed. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of Two Hundred Dollars (\$200.00) 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: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

---

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.

**F & W Construction Company, Inc.**

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ruth E. Knight, Mayor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Attested:**

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Recommended:**

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

\_\_\_\_\_  
Elke Doom, City Manager

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

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

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

Corporate Secretary

\_\_\_\_\_  
Date

**Approved as to Form:**

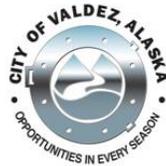
Brena, Bell & Clarkson, P.C.

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

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







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

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

Know all men by these presents that:

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

as Principal, hereinafter called Principal, and,

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

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

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

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$ \_\_\_\_\_),  
(Here insert a sum equal to the contract amount)

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

**WHEREAS,**

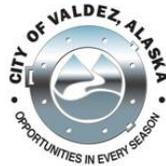
Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

in accordance with Drawings and Specifications prepared by

**Winchester Alaska  
645 "G" St. Ste. 100 #613  
Anchorage, Alaska 99501**

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



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

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this \_\_\_\_\_, day of \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

(Title)



**City of Valdez  
Performance Bond**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196 / Contract Number: 1352**

**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,**

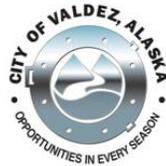
Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

in accordance with Drawings and Specifications prepared by

**Winchester Alaska  
645 "G" St. Ste. 100 #613  
Anchorage, Alaska 99501**

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



**City of Valdez  
Performance Bond**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Witness)

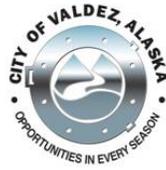
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)



**City of Valdez  
Contractor Certificate of Substantial Completion**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

CONTRACTOR: \_\_\_\_\_

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

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_(time) on \_\_\_\_\_day, \_\_\_\_\_, 201\_\_.

CONTRACTOR

CITY OF VALDEZ, OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Capital Facilities Director

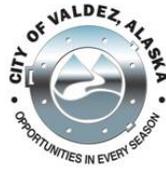
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REMARKS: \_\_\_\_\_

\_\_\_\_\_



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

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

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: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ \_\_\_\_\_  
as full of final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.



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

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

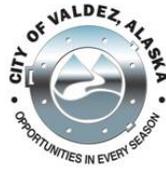
\_\_\_\_\_  
TITLE

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: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

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## City of Valdez Special Provisions

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

### SP 01 General Statement

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

### SP 02 Scope of Work

The finish result of this project will include an addition built onto the existing medical campus which will include two separate rooms. One room will house the existing oxygen generator and must be in 100% code compliance for the manufacturing of medical grade oxygen. The second room will be a large storage space with the intent for future expansion. Lastly the existing medical gas room will be modified to allow for storage, and filling of oxygen bottles.

There are several additional requirements outlined throughout the body of this contract. The additional requirements are as follows:

1. Tobacco Free Environment- Please see attachment #1 for Providence Policy, and Map.
2. Proofs of Employer Required Background Checks- Please see attachment #2 this is for working within patient care areas.
3. ILSM Responsibilities of Contractors and Subcontractors Form - Please see attachment #3
4. Multi-day Pre-Construction Orientation- This will include familiarization with the Providence Valdez policies, personnel, and infection prevention practices required at the facility. See below for additional information

**\*For this project the contractor will need a representative onsite to sit in a two day orientation provided by Providence Valdez staff. This orientation must be completed prior to the start of construction for each phase of the project, and is recommended for all contractors that will be on campus throughout the duration of the project (this includes subcontractors). The intent of this training is to familiarize contractors with the required permits, barrier implementation, and personnel onsite throughout the construction timeline. The date of training will be coordinated after the award of contract, and the training will occur during a normal work week M-F within typical working hours between 8am and 5pm\***



## **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:

Build an addition of approximately 700sf onto Providence Valdez Medical Campus. A portion of this addition will house the existing oxygen generator. The intent of the project is to remove the oxygen generator from the existing medical gas supply room to become code compliant while creating additional space for future expansion. The contractor is responsible for adhering to Providence Valdez Medical Center tobacco free environment, employer required background checks, and ILSM Responsibilities of Contractors and Subcontractors form (attached). Contractor representatives will also be required to have a two day orientation with the medical campuses infection prevention specialist and maintenance crews prior to the commencement of work.

## **SP 03 Time of Completion**

All work shall be completed in accordance with the Contract Documents by the date of substantial completion written on the Notice to Proceed (July 25, 2018).

Liquidated damages will be assessed in the sum of two hundred dollars (\$200.00) 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**

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.

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

Staging area will be the area located to the West of the hospital loading dock. A clear path of access to the loading dock doors must be made available at all times.

The contractor will be responsible for moving furniture and other items necessary to complete the work.



Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

The medical campus is a tobacco free area. Please see attached map for designated tobacco use area shaded in red. All areas that are shaded in green are a tobacco free area and persons violating this policy will be asked to be removed from the premises.

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

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

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

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

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

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

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

#### **SP 08 Permits**

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



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

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

### **SP 10 Payment**

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

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

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

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

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

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

### **SP 12 Construction Specifications**

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "Valdez Regional Health Center O2 Generator Addition" These drawings are by reference included herein.

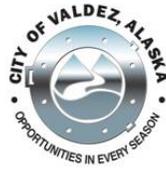


**City of Valdez**  
**Modifications and Additions to the Standard Specifications**

**Project: Hospital Oxygen Generator Project**  
**Project Number: 16-315-9196/ Contract Number: 1352**

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

**Project: Hospital Oxygen Generator Project**  
**Project Number: 16-315-9196/ Contract Number: 1352**

Division 10                      Standard General Provisions

Article 7.5    Progress Payments

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 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  
Minimum Prevailing Wage Rates**

**Project: Hospital Oxygen Generator Project  
Project Number: 16-315-9196/ Contract Number: 1352**

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

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

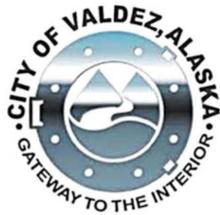
In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

- (1) Contractor or subcontractors of Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between 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 Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, Owner may, by written notice to the contractor, terminate 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 Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.

# VALDEZ REGIONAL HEALTH CENTER 02 GENERATOR ADDITION

VALDEZ, ALASKA

*CONSTRUCTION DOCUMENTS - DECEMBER 1, 2017*



**OWNER**

CITY OF VALDEZ  
CAPITAL FACILITIES  
TEL: (907) 835-5478 EXT. 6  
MOB: (325) 245-3547  
FAX: (907) 835-5574  
E-MAIL: CALLEN@CI.VALDEZ.AK.US  
PROJECT MANAGER: CODI ALLEN

**ARCHITECTURAL**

Winchester Alaska Inc.  
MAILING ADDRESS:  
645 G STREET, SUITE 100, #613  
ANCHORAGE, ALASKA 99501  
OFFICE LOCATION:  
425 G STREET, SUITE 510  
ANCHORAGE, ALASKA 99501  
TEL: (907) 272-4347  
FAX: (907) 272-5751  
E-MAIL: JWINCHESTER@WINCHESTERALASKA.COM  
HTTP://WWW.WINCHESTERALASKA.COM  
PROJECT MANAGER: JERRY WINCHESTER

**STRUCTURAL**

OIEN ASSOCIATES, INC.  
16922 HANSON DRIVE  
EAGLE RIVER, ALASKA 99577  
TEL: (907) 694-0507  
FAX: (907) 694-0508  
E-MAIL: BOIEN@ALASKA.NET  
PROJECT MANAGER: BEN OIEN

**MECHANICAL**

JERNSTROM ENGINEERING, LLC  
6921 OLD SEWARD HWY., SUITE 202  
ANCHORAGE, AK 99518  
TEL: (907) 522-1042  
FAX: (907) 522-1052  
E-MAIL: RJERNSTROM@JERNSTROMENGINEERING.COM  
PROJECT MANAGER: BOB JERNSTROM

**ELECTRICAL**

P.E. COMPANY  
14440 CANYON ROAD  
ANCHORAGE, ALASKA  
TEL: (907) 278-8029  
E-MAIL: TDH.PECO@GMAIL.COM  
PROJECT MANAGER: TOM HUMPHREY

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60.01 CODE PLAN & INFORMATION

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A2.02 PARTIAL FLOOR PLAN - NEW WORK  
A3.01 PARTIAL REFLECTED CEILING PLAN - DEMO & NEW WORK  
A4.01 PARTIAL ROOF PLAN - DEMO & NEW WORK  
A8.01 EXTERIOR ELEVATIONS - DEMO & NEW WORK  
A9.01 BUILDING SECTIONS  
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A13.02 ARCHITECTURAL SPECIFICATIONS

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E4.01 PARTIAL FIRE ALARM PLAN



NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



CITY OF VALDEZ - CAPITAL FACILITIES  
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Winchester Alaska Inc.  
425 G STREET, SUITE 510, ANCHORAGE, ALASKA 99501  
JWINCHESTER@WINCHESTERALASKA.COM  
WWW.WINCHESTERALASKA.COM  
CORPORATE LICENSE # 6283



**VALDEZ REGIONAL  
HEALTH CENTER  
02 GENERATOR ADDITION**  
VALDEZ, ALASKA

DRAWN DTC	DATE 12/1/2017
CHECKED G.L.A.	JOB NO. 170302

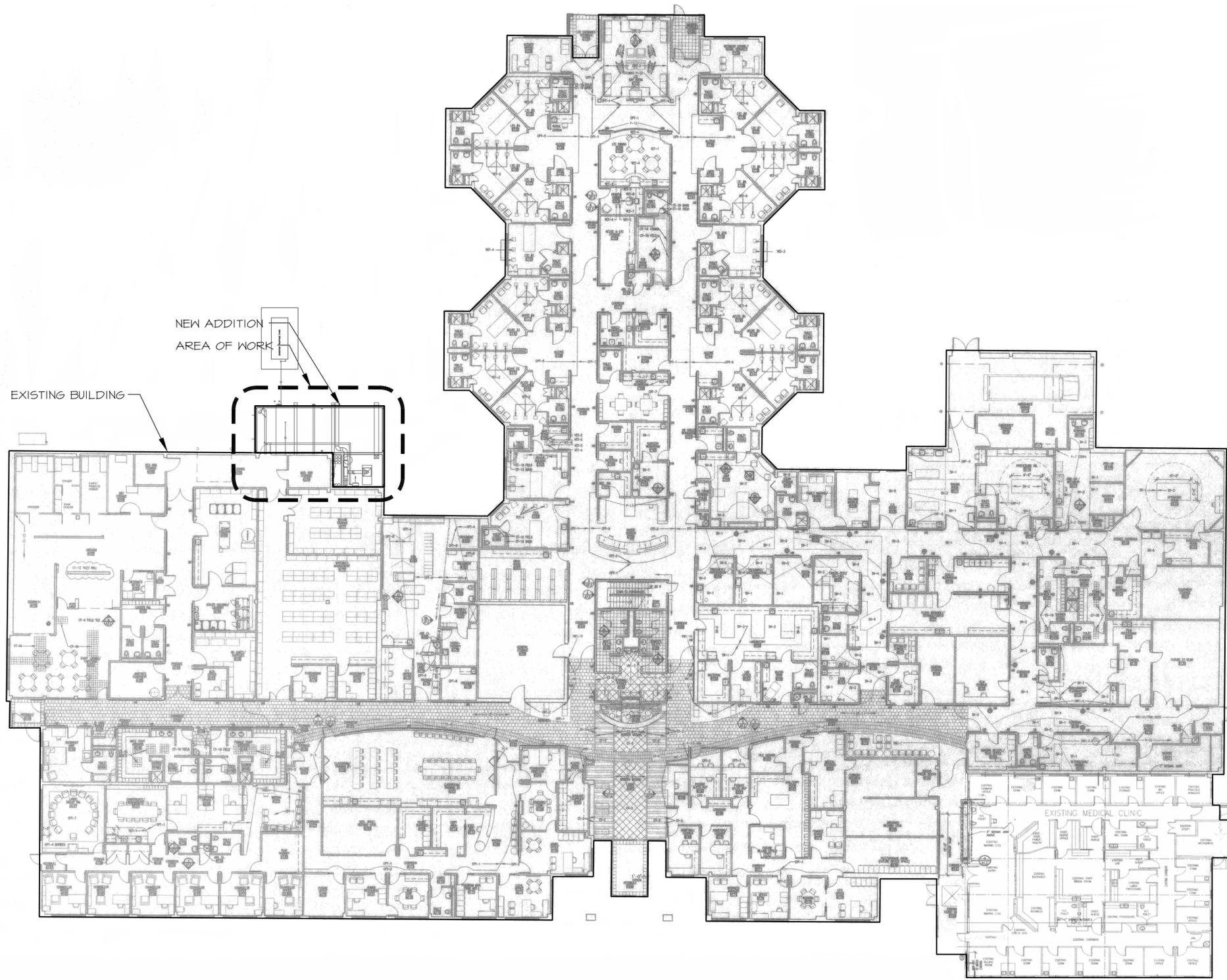
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COVER SHEET &  
DRAWING INDEX

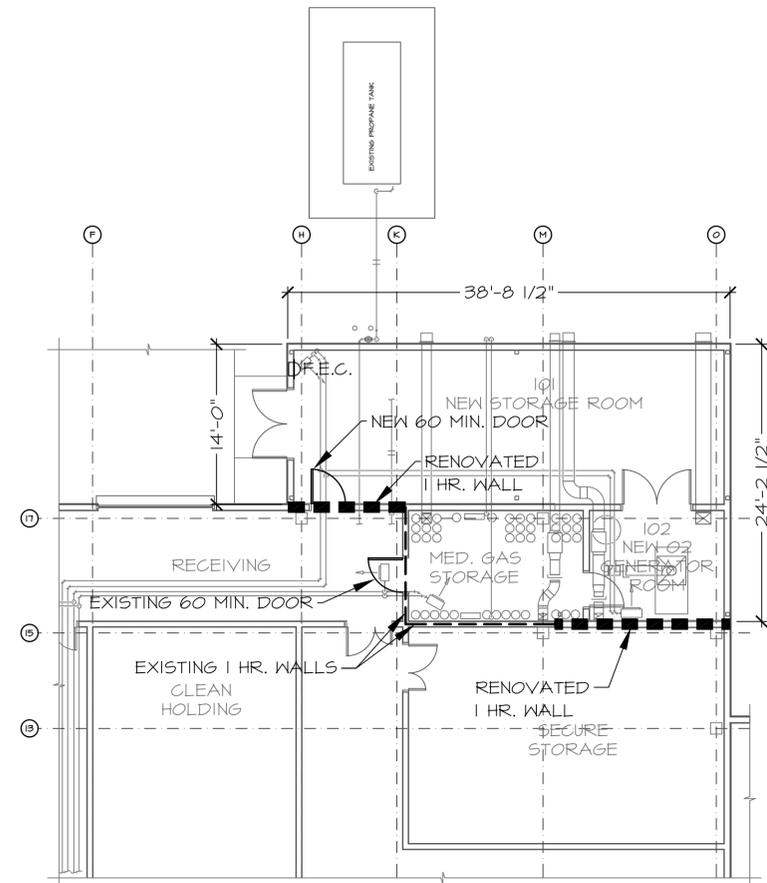
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NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



**CODE PLAN - EXISTING BUILDING**  
NTS



**CODE PLAN - ADDITION TO EXISTING BUILDING**

SCALE: 1/8" = 1'-0"  
0 2' 4' 8' 16'

**CODE INFORMATION**

- INTERNATIONAL BUILDING CODE (IBC), 2012 EDITION
- BUILDING TYPE I-B (SPRINKLERED)
- OCCUPANCY GROUP I-2
- ALLOWABLE SF. = UNLIMITED
- EXISTING BUILDING S.F. = 61,443 S.F.
- NEW ADDITION S.F. = 699 S.F.
- TOTAL BUILDING SF. = 62,142 SF. < ALLOWABLE

**VALDEZ REGIONAL HEALTH CENTER  
O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

<b>DRAWN</b> DTC	<b>DATE</b> 12/1/2017
<b>CHECKED</b> G.L.W.	<b>JOB NO.</b> 170302

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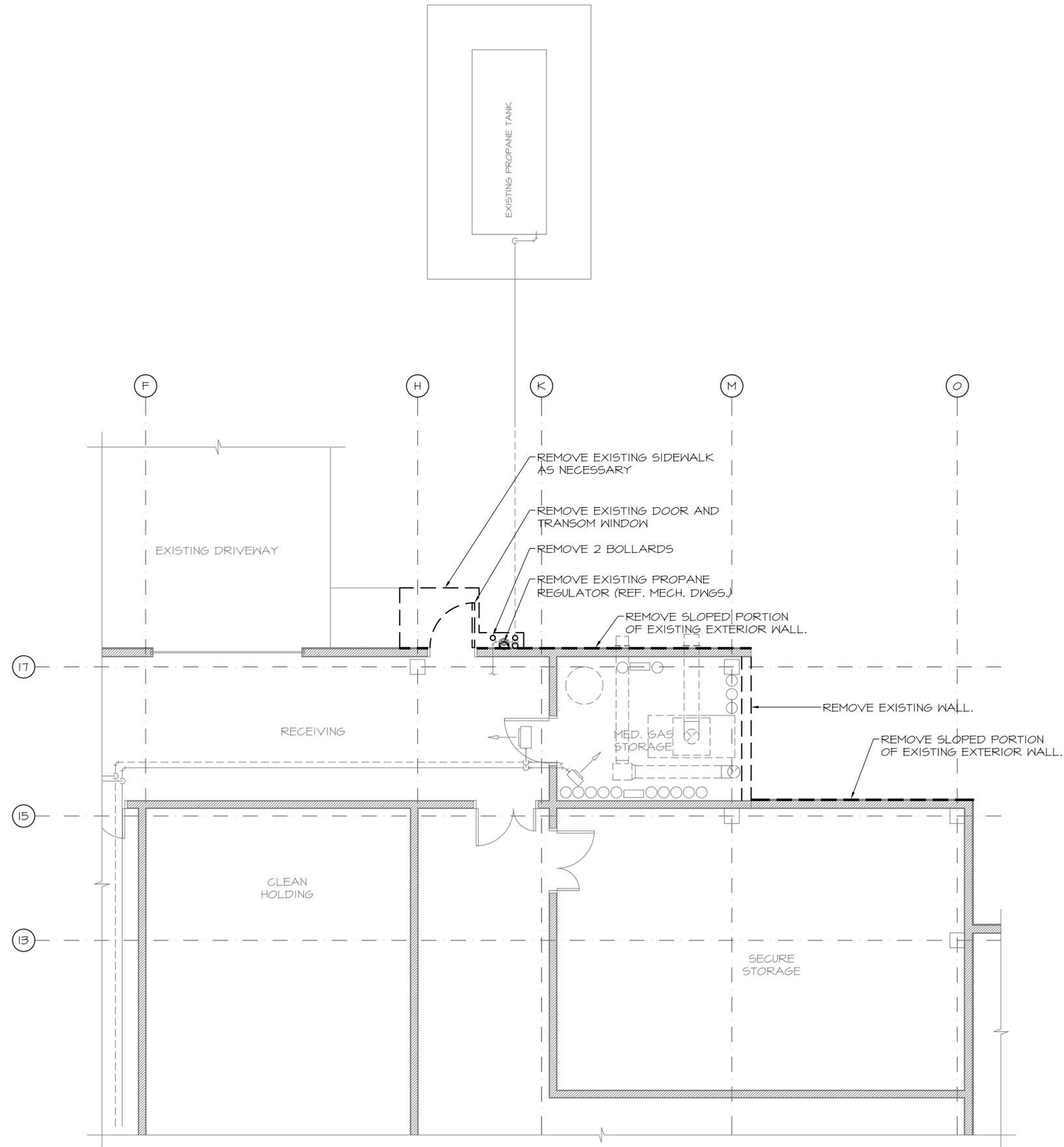
CODE PLAN & INFORMATION

**DRAWING NO.**  
GO.01



NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

**PARTIAL FLOOR PLAN - DEMO**  
SCALE: 1/4" = 1'-0"  
0' 1' 2' 4' 8'



**VALDEZ REGIONAL HEALTH CENTER  
 O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

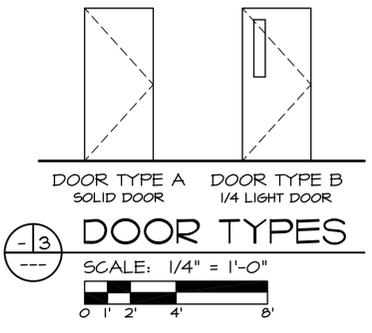
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<b>CHECKED</b> G.L.W.	<b>JOB NO.</b> 170302

**SHEET CONTENTS**  
  
 PARTIAL FLOOR PLAN - DEMO

**DRAWING NO.**  
A2.01

## 2. DOOR SCHEDULE

ROOM NUMBER & NAME		DOOR							FRAME		OTHER			HARDWARE									
NUMBER	NAME	NUMBER	WIDTH	HT	TYPE	MAT	HANDING	TYPE	RATING	WALL THICKNESS	REMARKS	HINGES	CLOSER	W-STRIP	THRESHOLD	SWEEP	LOCKSET	SILENCERS	SMOKE SEAL	KICK PLATE	DOOR STOP		
101a	NEW STORAGE ROOM	101a	3'-0"	6'-8"	B	MTL.	LH	TIMELY	60 MIN.														
101b	NEW STORAGE ROOM	101b	(2)3'-0"	6'-8"	B	INS. H.M.D.	LHR/RHR	INS. H.M.F.	N.R.														
102a	NEW GENERATOR ROOM	102a	(2)3'-0"	6'-8"	A	MTL.	LH/RH	TIMELY	N.R.														
102b	NEW GENERATOR ROOM	102b	3'-0"	6'-8"	A	MTL.	RH	TIMELY	N.R.														

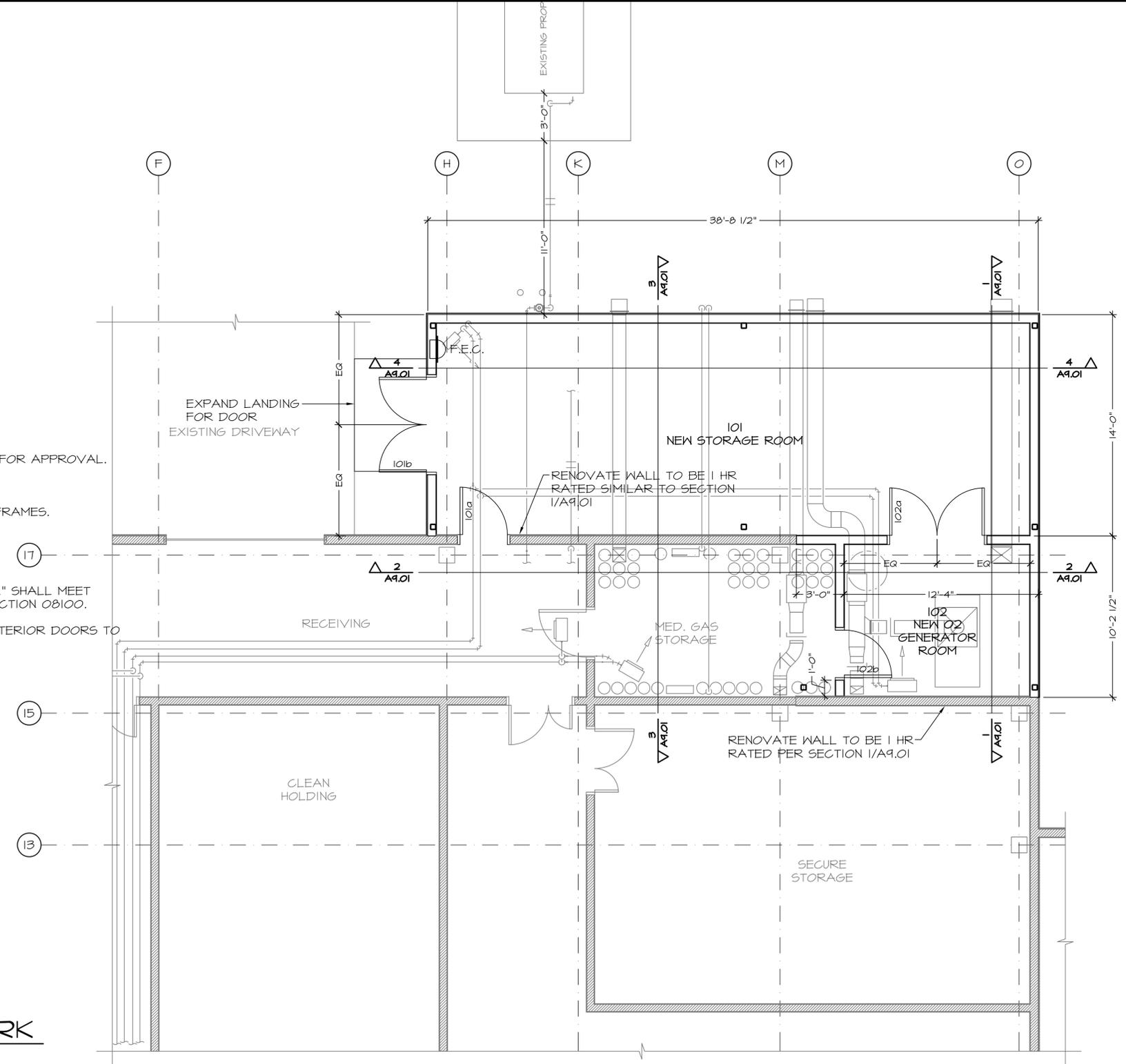


### DOOR & FRAME NOTES

- GLAZING IS RATED THE SAME AS DOOR IN WHICH IT IS LOCATED.
- ALL GLAZING FOR EXTERIOR DOORS TO BE INSULATED GLAZING.
- ALL GLAZING IN DOORS ARE TO BE SAFETY GLAZING.
- HARDWARE GROUPS TO BE SUBMITTED TO CONTRACTING OFFICER FOR APPROVAL.
- REFERENCE SPEC. SECTION 08800 FOR GLASS & GLAZING.
- REFERENCE SPEC. SECTION 08100 FOR HOLLOW STEEL DOORS & FRAMES.
- REFERENCE SPEC. SECTION 08110 FOR INTERIOR STEEL FRAMES.
- REFERENCE SPEC. SECTION 08710 FOR FINISH HARDWARE.
- EXTERIOR DOORS AND FRAMES SCHEDULED AS "EXT. INSUL. METAL" SHALL MEET SPECIFIC REQUIREMENTS FOR THERMAL INSULATION. SEE SPEC. SECTION 08100.
- PROVIDE KEYPADS AND LARGE MAGNETIC LOCKS ON ALL NEW EXTERIOR DOORS TO MATCH EXISTING

### FLOOR PLAN NOTES

- ALL DIMENSIONS ARE TO FACE OF STUDS & CENTER LINE OF OPENINGS, UNLESS OTHERWISE NOTED.



NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

**VALDEZ REGIONAL  
 HEALTH CENTER  
 O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

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 PARTIAL REFLECTED CEILING PLAN - DEMO & NEW WORK

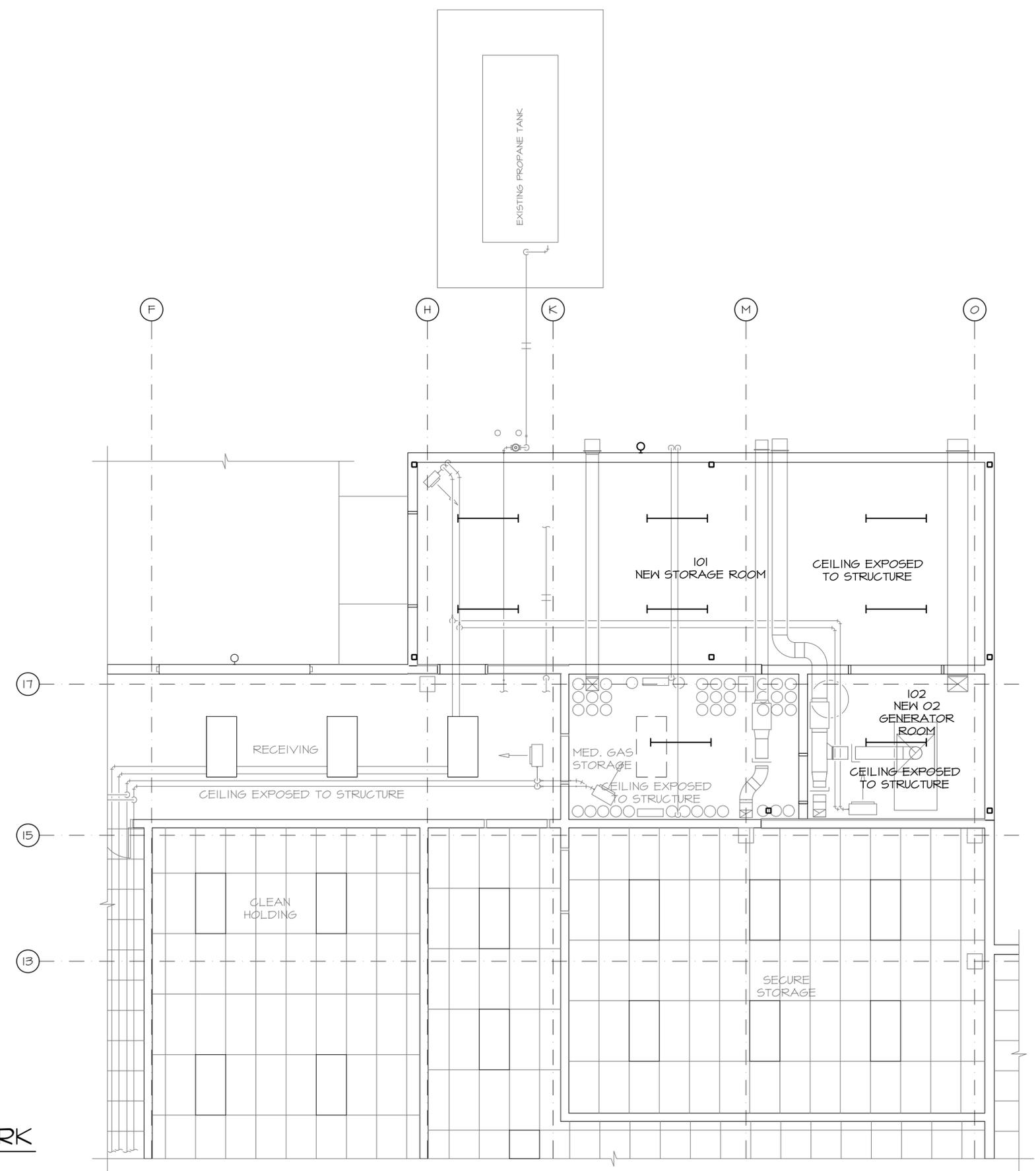
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**A3.01**

**RCP LEGEND**

-  EXISTING 2X4 SUSPENDED ACOUSTICAL CEILING TILES
-  DEMO'D LIGHTING FIXTURE
-  EXISTING LIGHTING FIXTURES
-  NEW LIGHTING FIXTURES (REF. ELECT. DWGS)

**RCP NOTES**

1. REFERENCE ELECTRICAL DRAWINGS FOR ALL SIZE & TYPES OF LIGHTINGS. COORDINATE WITH ELECTRICAL DRAWINGS FOR LOCATION OF LIGHTINGS.
2. REFERENCE MECHANICAL DRAWINGS FOR ALL SIZE & TYPES OF DIFFUSERS AND EXHAUST FANS. COORDINATE WITH MECHANICAL DRAWINGS FOR LOCATION OF DIFFUSERS AND EXHAUST FANS.
3. ALL ROOMS WITH NO CEILING TILE SHOWN ARE OPEN TO STRUCTURE ABOVE



**PARTIAL REFLECTED  
 CEILING PLAN - DEMO & NEW WORK**

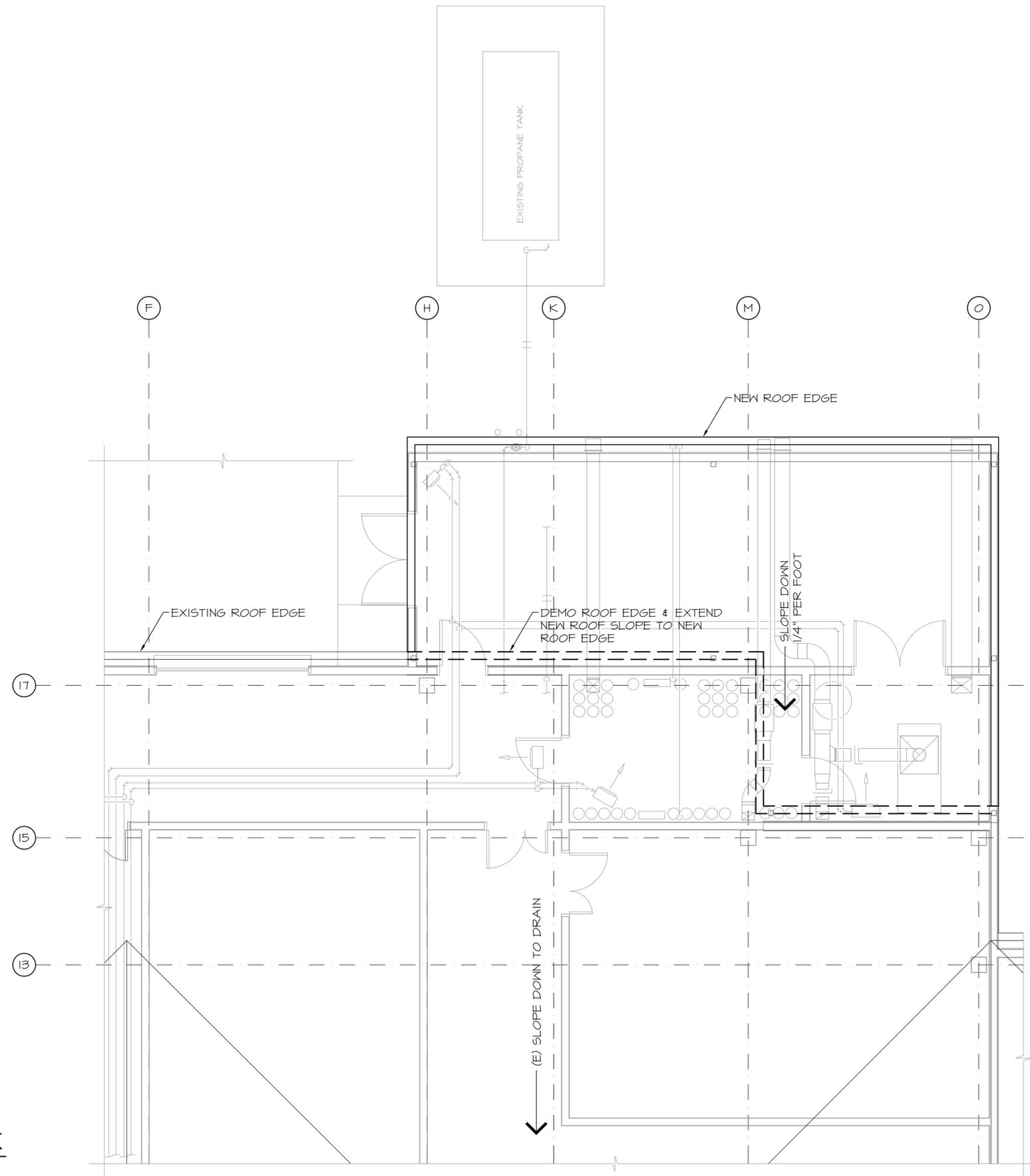


NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

**PARTIAL  
ROOF PLAN - DEMO & NEW WORK**

SCALE: 1/4" = 1'-0"



**VALDEZ REGIONAL  
HEALTH CENTER  
O2 GENERATOR ADDITION**

VALDEZ, ALASKA

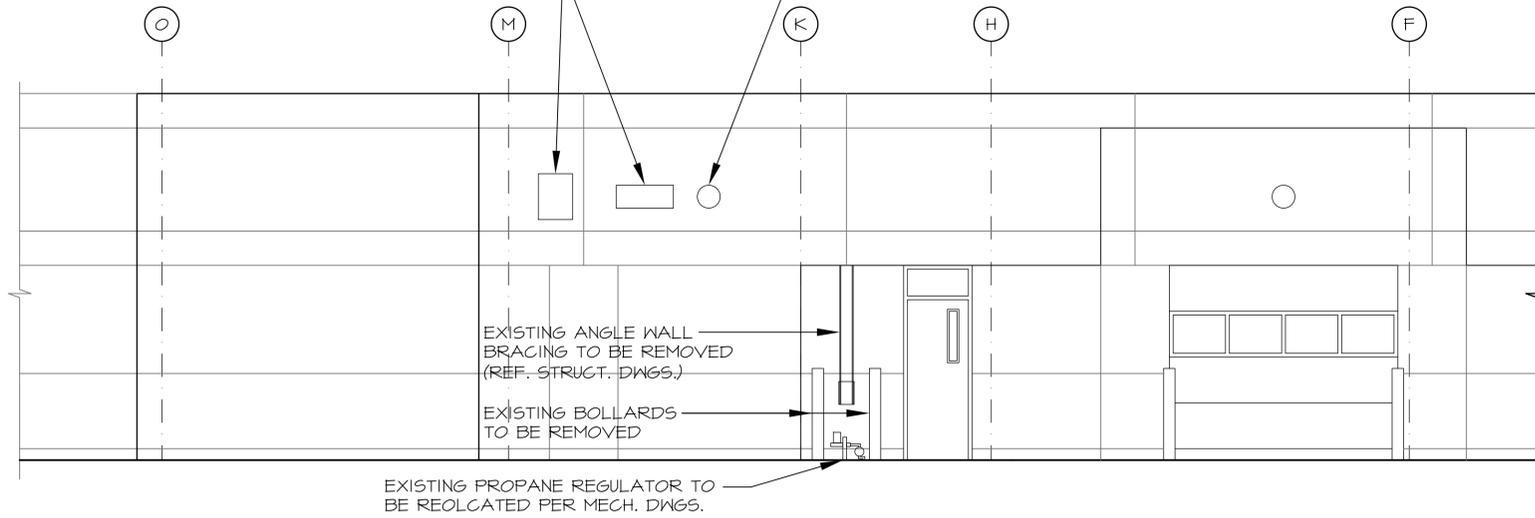
DRAWN DTC	DATE 12/1/2017
CHECKED G.L.W.	JOB NO. 170302

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PARTIAL ROOF  
PLAN - DEMO &  
NEW WORK

DRAWING NO.  
**A4.01**

REMOVE EXISTING VENTS PER MECH. DWGS. ——— EXISTING LIGHT TO BE RELOCATED PER ELECTRICAL DRAWINGS

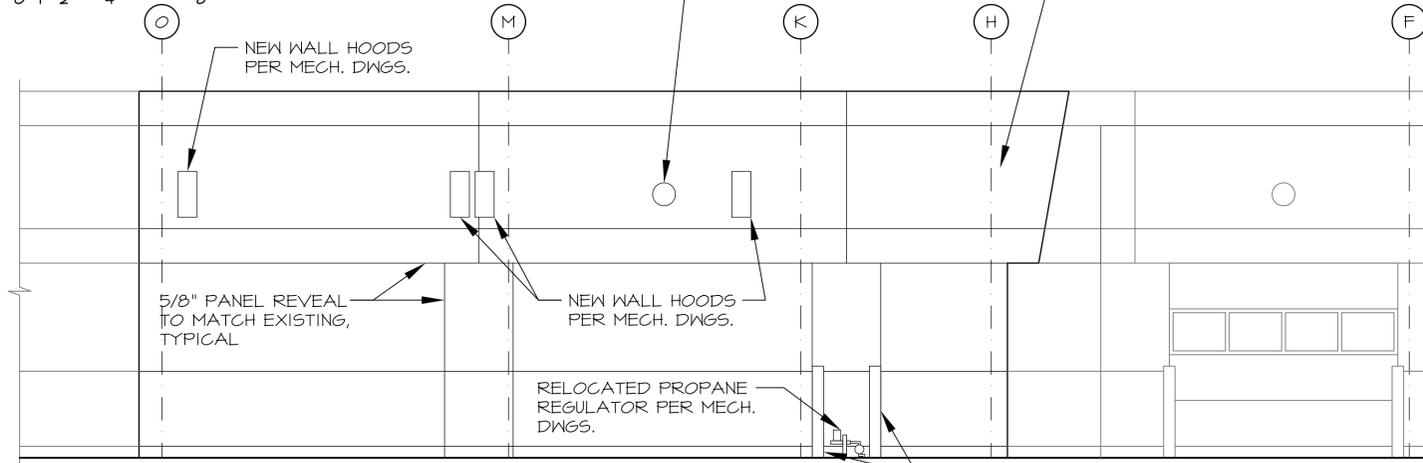
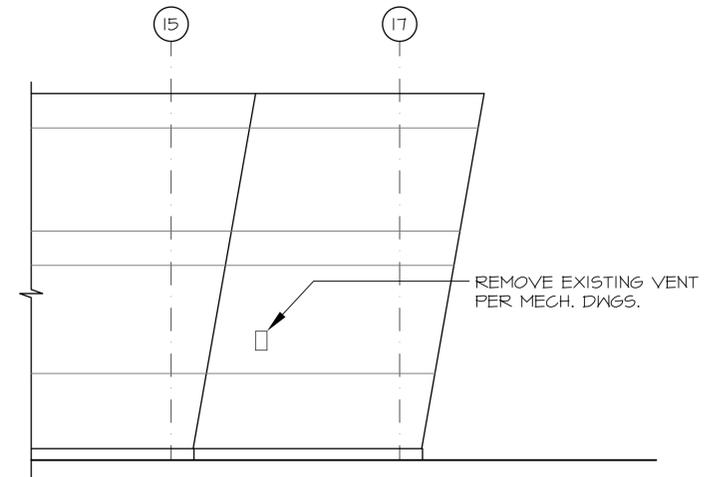


1 NORTH ELEVATION - DEMO

SCALE: 1/4" = 1'-0"  
0 1' 2' 4' 8'

2 EAST ELEVATION - DEMO

SCALE: 1/4" = 1'-0"  
0 1' 2' 4' 8'

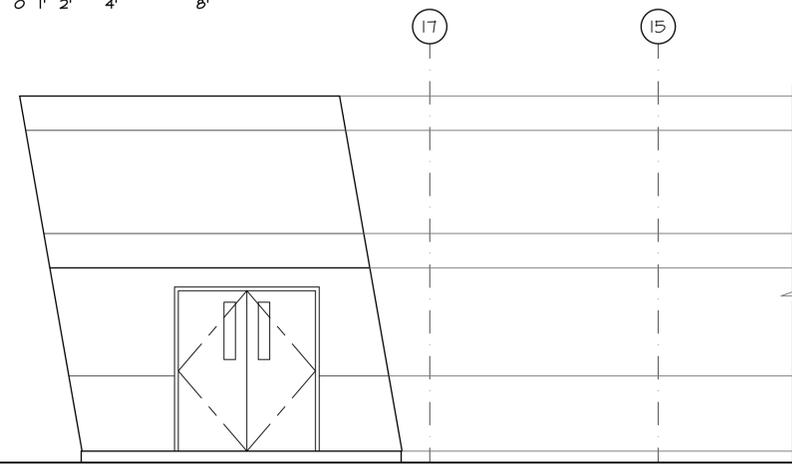
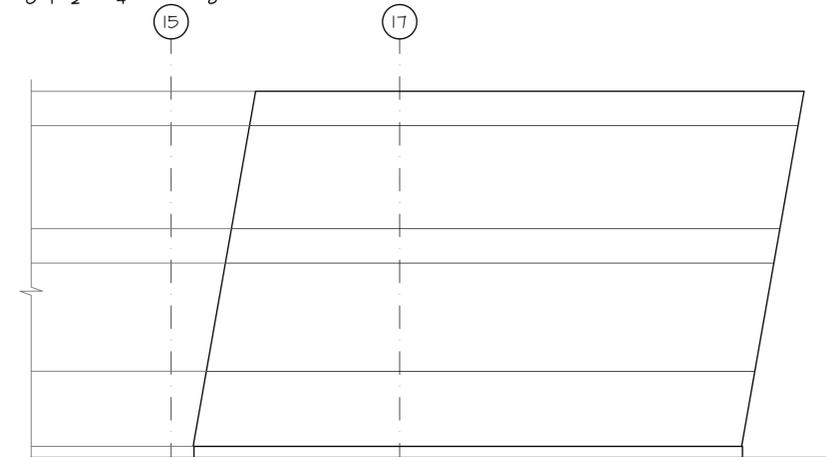


3 NORTH ELEVATION - NEW WORK

SCALE: 1/4" = 1'-0"  
0 1' 2' 4' 8'

4 EAST ELEVATION - NEW WORK

SCALE: 1/4" = 1'-0"  
0 1' 2' 4' 8'



5 WEST ELEVATION - NEW WORK

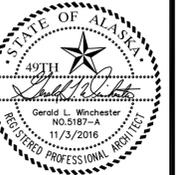
SCALE: 1/4" = 1'-0"  
0 1' 2' 4' 8'

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



CITY OF VALDEZ - CAPITAL FACILITIES  
TEL: (907) 825-5419 EXT. 6  
MOB: (907) 245-3541  
FAX: (907) 825-3514  
E-MAIL: CALLEN@VALDEZAK.US  
PROJECT MANAGER: CODY ALLEN

Winchester Alaska Inc. ARCHITECTS & INTERIORS  
425 G STREET, SUITE 910, ANCHORAGE, ALASKA 99501  
JUNEAU@WINCHESTERALASKA.COM JUNEAU@WINCHESTERALASKA.COM  
CORPORATE LICENSE # 2003



**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

DRAWN DTC	DATE 12/1/2017
CHECKED G.L.W.	JOB NO. 170302

SHEET CONTENTS

EXTERIOR ELEVATIONS - DEMO & NEW WORK

DRAWING NO.

A8.01

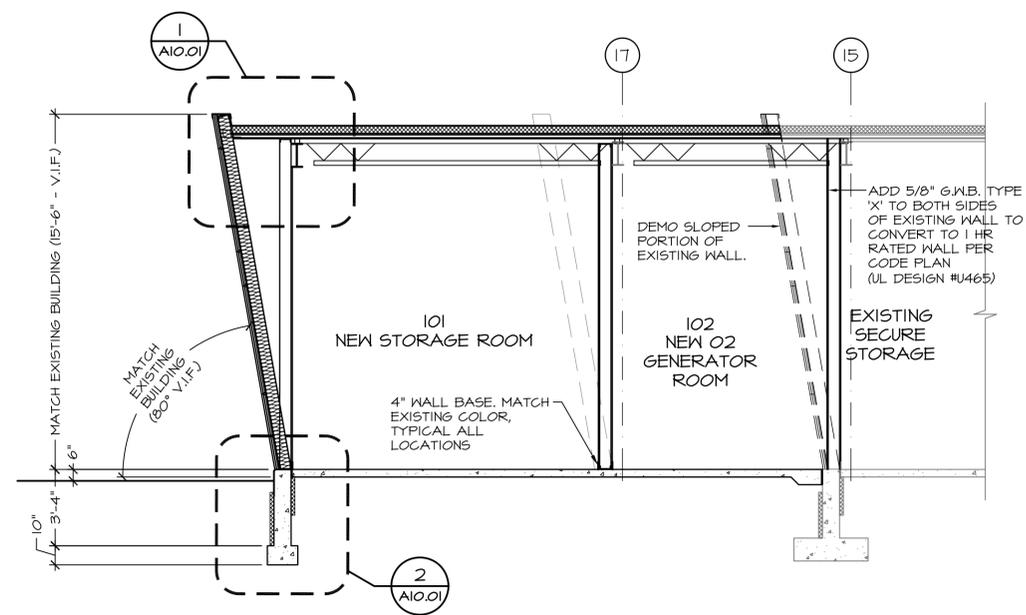
**VALDEZ REGIONAL HEALTH CENTER  
 O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

DRAWN DTC	DATE 12/1/2017
CHECKED G.L.W.	JOB NO. 170302

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 BUILDING SECTIONS

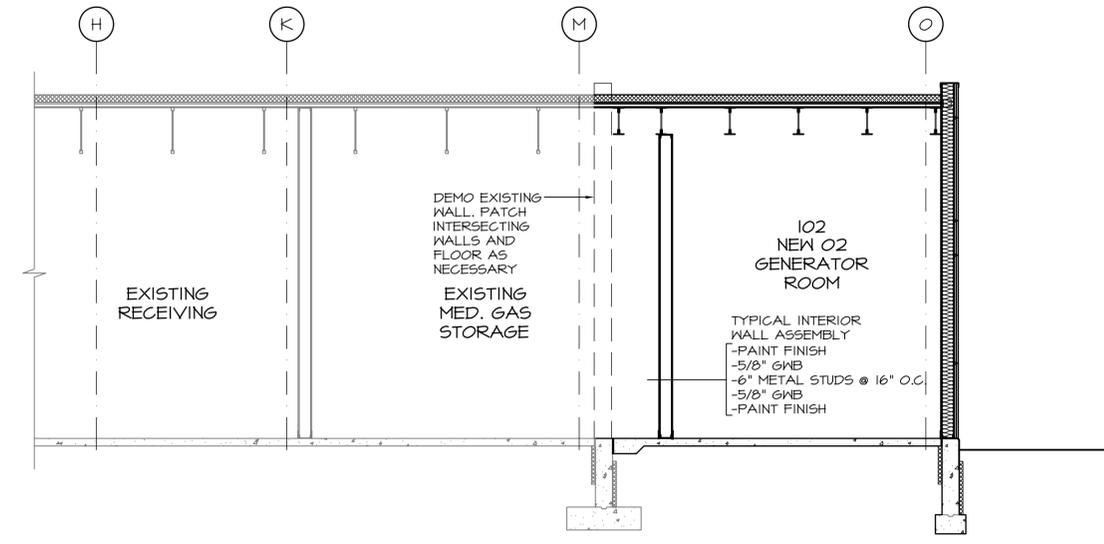
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**A9.01**

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

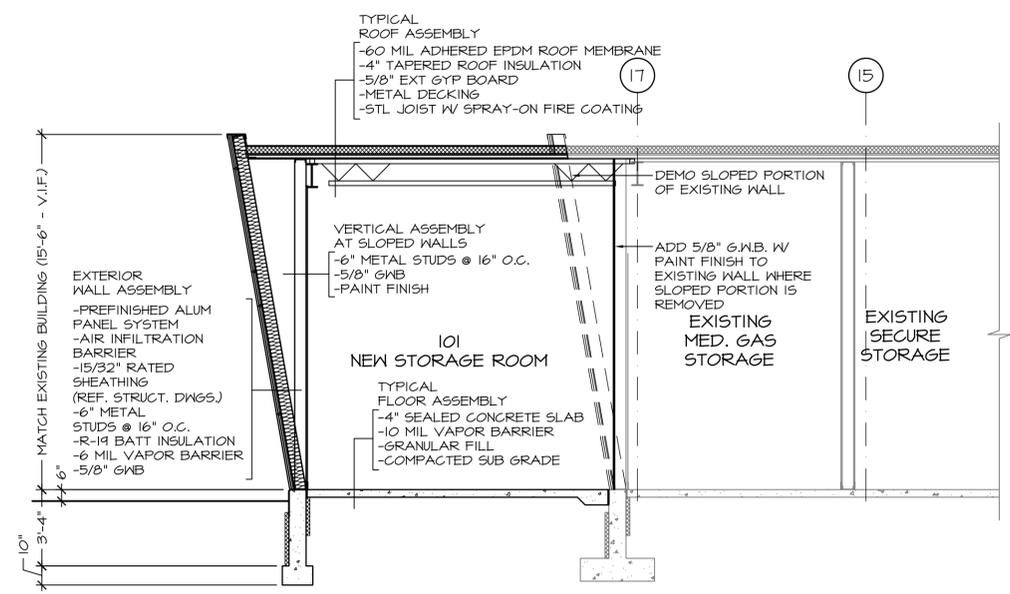


**11:1 BUILDING SECTION**  
 SCALE: 1/4" = 1'-0"  
 0 1' 2' 4' 8'

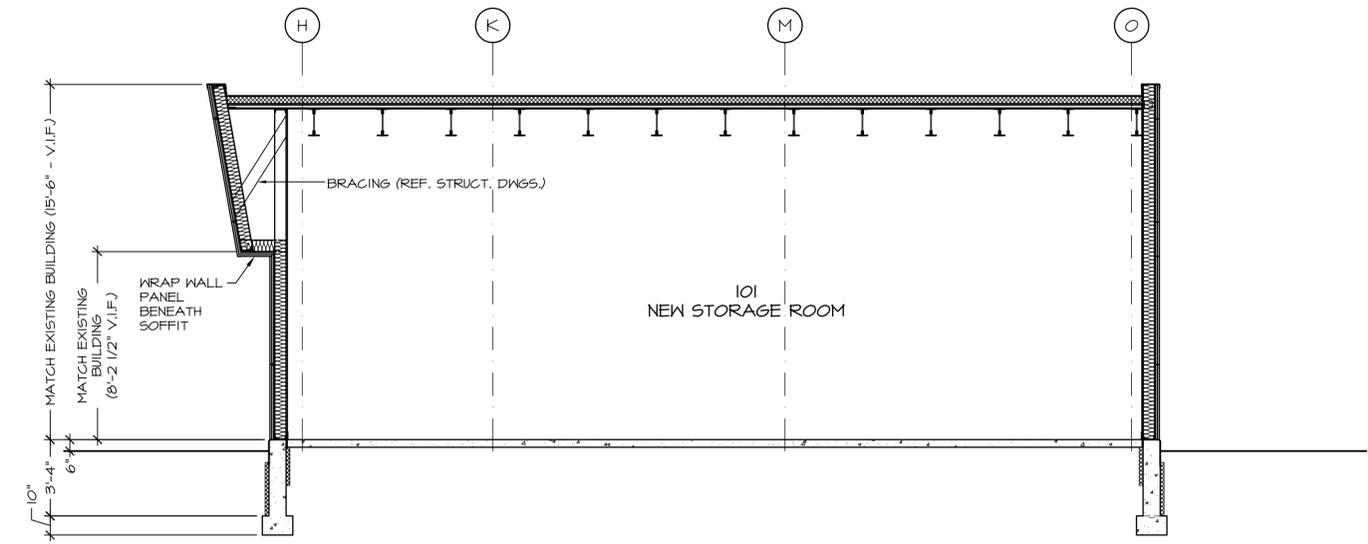
**NOTE:**  
 ALL PAINT IN NEW AREAS OF WORK TO MATCH EXISTING MEDICAL GAS STORAGE ROOM. REPAINT EXISTING UNTOUCHED WALLS OF MEDICAL GAS STORAGE ROOM WHERE POSSIBLE.



**11:2 BUILDING SECTION**  
 SCALE: 1/4" = 1'-0"  
 0 1' 2' 4' 8'



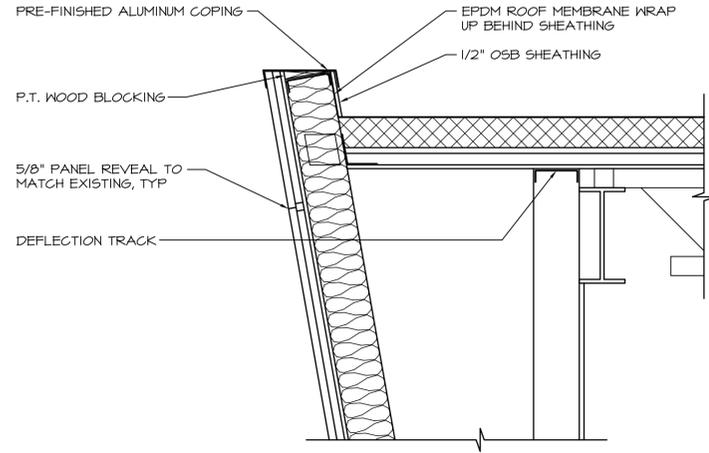
**11:3 BUILDING SECTION**  
 SCALE: 1/4" = 1'-0"  
 0 1' 2' 4' 8'



**11:4 BUILDING SECTION**  
 SCALE: 1/4" = 1'-0"  
 0 1' 2' 4' 8'

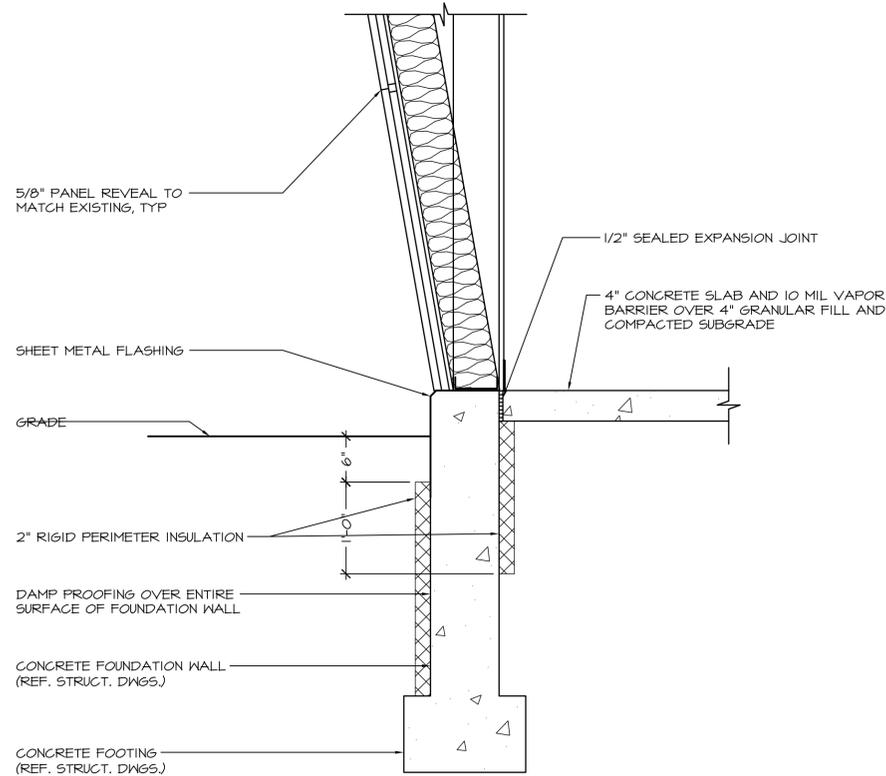
**NOTE:**

ALL JOINT DETAILS AT EXTERIOR METAL PANELS ARE TO BE DETAILED BY MANUFACTURER FOR A COMPLETE WATER PROOF INSTALLATION.



**WALL CAP DETAIL**

SCALE: 1" = 1'-0"  
 0 3" 6" 1' 2'



**EXTERIOR WALL FOOTING DETAIL**

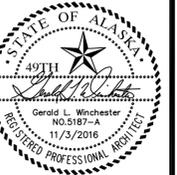
SCALE: 1" = 1'-0"  
 0 3" 6" 1' 2'

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



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 WINCHESTERALASKA.COM | PH: 907.562.1400  
 CORPORATE LICENSE # 2083



**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
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DETAILS

DRAWING NO.  
**A10.01**

# ARCHITECTURAL SPECIFICATIONS

## 01000 - BASIC ARCHITECTURAL REQUIREMENTS

SCOPE: FURNISH AND INSTALL ALL ARCHITECTURAL MATERIAL AND EQUIPMENT AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS AND PER DIVISION I REQUIREMENTS. PROVIDE COMPLETE AND WORKING INSTALLATIONS READY FOR USE. SECURE AND PAY FOR ALL FEES, PERMITS, ETC. REQUIRED BY FEDERAL, STATE AND LOCAL JURISDICTIONS. REFER TO THE FOLLOWING DIVISIONS FOR REQUIREMENTS OF WORK INCLUDED IN SCOPE OF OTHER DISCIPLINES:

- DIVISION 3-5 - STRUCTURAL ENGINEERING
- DIVISION 15 - MECHANICAL ENGINEERING
- DIVISION 16 - ELECTRICAL ENGINEERING

**STANDARDS, CODES AND REGULATIONS:** COMPLY WITH THE LATEST ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL FIRE CODE AND THE ADA - AMERICANS WITH DISABILITIES ACT, INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES.

**MATERIALS AND EQUIPMENT:** ALL MATERIALS AND EQUIPMENT PROVIDED IN THIS PROJECT SHALL BE NEW AND ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.

**DRAWINGS:** THE CONTRACTOR SHALL BRING ANY QUESTIONABLE ITEMS OR CONFLICTS BETWEEN DRAWINGS AND SPECIFICATIONS, GOVERNING CODES OR MANUFACTURER'S INSTRUCTIONS TO THE ATTENTION OF THE ARCHITECT PRIOR TO BID, IN WRITING.

**RECORD DRAWINGS:** THE CONTRACTOR SHALL KEEP A SET OF RECORD DRAWINGS (REDLINES) SHOWING ALL ARCHITECTURAL WORK OR REVISIONS THERETO. RECORD DRAWINGS SHALL BE KEPT AT THE JOBSITE, AND SHALL BE AVAILABLE FOR REVIEW BY ARCHITECT AND AUTHORITY HAVING JURISDICTION DURING THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT FINAL REDLINE SET TO THE ARCHITECT FOR APPROVAL PRIOR TO FINAL INSPECTION AND PROJECT ACCEPTANCE.

**WORKMANSHIP:** INSTALLATION OF ALL WORK SHALL BE NEAT AND MADE SO THAT ITS SEVERAL COMPONENT PARTS FUNCTION AS A WHOLE WORKABLE SYSTEM, COMPLETE WITH ALL ACCESSORIES NECESSARY FOR OPERATION. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

**SUBMITTALS:** PROVIDE A COMPLETE MATERIAL AND EQUIPMENT SUBMITTAL INCLUDING DATA FOR ALL ITEMS SPECIFICALLY DENOTED IN SPECIFICATION SECTIONS OR SPECIFIED BY A DRAWING REFERENCE. PROVIDE MATERIAL, FINISH AND COLOR SAMPLES AS REQUESTED BY THE ARCHITECT. SEE GENERAL CONDITIONS OF THE CONTRACT.

**WARRANTIES:** THE CONTRACTOR SHALL GUARANTY ALL WORK EXECUTED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND IN WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION CERTIFICATION AS PROVIDED BY THE ARCHITECT/ENGINEER.

## 05500 - METAL FABRICATIONS

PROVIDE MISCELLANEOUS METAL AS SHOWN ON DRAWINGS. FOR FABRICATION OF WORK THAT WILL BE EXPOSED TO VIEW, USE ONLY MATERIALS WHICH ARE SMOOTH AND FREE OF SURFACE BLEMISHES INCLUDING PITTING, SEAM MARKS, ROLLER MARKS, ROLLED TRADE NAMES AND ROUGHNESS. FINISH TO BE AS SPECIFIED.

- PLATES, SHAPES, AND BARS: ASTM A36.
- PLATES, BENT OR COLD FORMED: ASTM A283, GRADE C.
- TUBING: HOT-FORMED, WELDED OR SEAMLESS, ASTM A501.
- BARS AND BAR-SIZE SHAPES: ASTM A663.
- GALVANIZED CARBON STEEL SHEETS: ASTM A526, WITH ASTM A525, A 60 ZINC IRON ALLOY COATING.
- ELECTRO-GALVANIZED PARTS, SCREWS AND NUTS: FED SPEC NO. QQ-Z-325C, TYPE I
- STEEL PIPE: ASTM A53; TYPE AS SELECTED; GRADE A; BLACK FINISH UNLESS GALVANIZING IS REQUIRED; STANDARD WEIGHT (SCHEDULE 40), UNLESS OTHERWISE INDICATED.
- STAINLESS STEEL: AISI; TYPE 302; NO. 4 FINISH.

## 06100 - ROUGH CARPENTRY

**LUMBER GRADING RULES:** WCLIB OR WMPA. ALL ROUGH CARPENTRY SHALL BE DOUGLAS FIR (DF) #2 GRADE, OR BETTER. PROVIDE PLYWOOD CERTIFIED AND GRADE MARKED BY APA/EWA. SEE STRUCTURAL DRAWINGS FOR COMPLETE PLYWOOD SPECIFICATIONS AND OTHER ROUGH CARPENTRY REQUIREMENTS. PROVIDE WOOD TREATMENT FOR FIRE RESISTANCE OR DECAY RESISTANCE WHERE INDICATED ON DRAWINGS AND AS SPECIFIED.

## 07160 - DAMPPROOFING

PROVIDE DAMPPROOFING AT LOCATIONS INDICATED ON DRAWINGS. DAMPPROOFING TO BE COLD, EMULSION TYPE, BITUMINOUS MATERIL, SIMILAR AND EQUAL TO HYDROCLIDE 600 AS MANUFACTURED BY SONNEBORN, OR APPROVED EQUAL BY THE CONTRACTING OFFICER.

## 07190 - VAPOR / AIR INFILTRATION BARRIERS

PROVIDE VAPOR BARRIERS AT LOCATIONS INDICATED ON DRAWINGS: CLEAR 6 MIL THICK POLYETHYLENE FILM AND SHEETING. PROVIDE AIR INFILTRATION BARRIERS AT LOCATIONS INDICATED: "TYVEK HOUSEWRAP" AS MANUFACTURED BY THE DUPONT COMPANY, OR APPROVED EQUAL BY THE ARCHITECT. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. JOINT TAPE FOR VAPOR BARRIER SHALL BE 6 MIL POLYETHYLENE FILM WITH "STICKY BACK" (PRESSURE SENSITIVE COATED ONE SIDE) AT ALL SEAMS AND PENETRATIONS.

## 07200 - THERMAL AND ACOUSTICAL INSULATION

PROVIDE THERMAL AND ACOUSTICAL INSULATION AT LOCATIONS INDICATED ON DRAWINGS, AS MANUFACTURED BY MANVILLE CO., U.S GYPSUM CO., OWENS CORNING CO., OR APPROVED EQUAL BY THE ARCHITECT. PROVIDE PRODUCTS IN THICKNESS OR WITH SOUND TRANSMISSION COEFFICIENT (STC) OR R-VALUE RATINGS AS INDICATED ON DRAWINGS. INSTALL PER MANUFACTURER'S WRITTEN RECOMMENDATIONS AND REQUIREMENTS.

## 07212 - INSULATION BOARD

PROVIDE INSULATION BOARD MATERIAL AT LOCATIONS INDICATED ON DRAWINGS, AS MANUFACTURED BY WESTERN INSULFOAM CORPORATION, BY DOW CHEMICAL CORP., OR APPROVED EQUAL BY THE ARCHITECT. PROVIDE PRODUCT SIMILAR TO INSULFOAM TYPE II (25 PSI) OR DOW STYROFOAM THERMODRY 750. PROVIDE PRODUCTS IN THICKNESS OR R-VALUE RATINGS & PROFILE AS INDICATED ON DRAWINGS.

## 07214 - FOAMED-IN-PLACE INSULATION

PROVIDE FOAMED-IN-PLACE INSULATION AT LOCATIONS INDICATED ON DRAWINGS, AS MANUFACTURED BY BURTIN URETHANE CORPORATION, ISOCYANURATE PRODUCTS INC., OR APPROVED EQUAL BY THE ARCHITECT. INSULATION SHALL BE TWO (2) COMPONENT POLYURETHANE ISOCYANURATE FIELD-APPLIED RIGID FOAM. FILL ALL CAVITIES COMPLETELY, AND NEATLY TRIM EXCESS MATERIAL FLUSH TO ADJACENT WORK.

## 07250 - SPRAYED FIRECOATING

SPRAYED FIRECOATING SHALL BE AN INTUMESCENT COATING; FACTORY MIXED MATERIAL FREE OF ALL ASBESTOS AND MINERAL WOOL, TESTED BY UNDERWRITERS LABORATORIES, INC., AND LISTED IN THEIR FIRE RESISTANCE DIRECTORY. MATERIAL MUST MEET ASTM E84 25/50 RATING.

## 07410 - PRE-FINISHED METAL PANEL & TRIMS

PROVIDE PRE-FINISHED METAL PANEL & TRIMS AT LOCATIONS INDICATED ON DRAWINGS, AS MANUFACTURED BY ALASKA METAL PRODUCTS, INC, OR APPROVED EQUAL BY THE ARCHITECT. STYLE TO BE PANEL PROFILE SERIES 1000 WITH COLOR TO MATCH EXISTING BUILDING. PROVIDE MANUFACTURER'S STANDARD LIMITED LIFETIME, NON-PRORATED WARRANTY, TRANSFERABLE TO NEW OWNER.

## 07533 - EDPM ROOFING

PROVIDE EDPM ROOFING AS INDICATED ON DRAWINGS. MANUFACTURER TO BE MUL-HIDE OR APPROVED EQUAL BY THE ARCHITECT. MEMBRANE TO BE 60 MIL FULLY ADHERED WITH MINIMUM SEAMING. PROVIDE MANUFACTURER 20 YEAR SINGLE PLY ROOF SYSTEM LIMITED WARRANTY.

## 07620 - SHEET METAL FLASHING AND TRIM

PROVIDE PRE-FINISHED METAL FLASHING AND TRIM AT LOCATIONS INDICATED ON DRAWINGS, AS MANUFACTURED BY ASC PACIFIC CO., OR APPROVED EQUAL BY THE ARCHITECT. SHEET MATERIALS SHALL BE HOT-DIPPED ZINC-COATED STEEL SHEET CONFORMING TO ASTM A 792, "ZINCALUME PLUS" OR "GALVALUME PLUS" GALVANIZED STEEL SHEET COATED WITH ZINC-ALUMINUM ALLOY WITH 22 GAUGE MINIMUM THICKNESS. PROVIDE MANUFACTURER'S STANDARD FLUOROPOLYMER COATING, TWO-COAT, THERMO-CURED, 70 PERCENT "KYNAR 500" OR APPROVED EQUAL BY THE ARCHITECT. FINISH COLOR TO BE SELECTED BY THE ARCHITECT FROM MANUFACTURER'S STANDARD COLORS.

## 07840 - FIRESTOPPING & SMOKESTOPPING SYSTEMS

**GENERAL:** PROVIDE FIREPROOF FIRESTOPPING AND FIRESAFING MATERIALS AND ACCESSORIES TO FORM AN EFFECTIVE BARRIER AGAINST THE SPREAD OF FLAME, SMOKE AND GASES, WHEREVER NEEDED TO MAINTAIN THE INTEGRITY OF FIRE RESISTANCE RATED WALL, FLOOR AND CEILING/FLOOR ASSEMBLIES. REFER TO STANDARDS AS PUBLISHED BY ASTM, ICBO, NFPA AND UL.

**PERFORMANCE REQUIREMENTS:** PROVIDE PROTECTION FOR BOTH THROUGH-PENETRATIONS AND MEMBRANE PENETRATIONS. PENETRATIONS SHALL MEET THE REQUIREMENTS FOR EITHER AN "F" RATING OR A "T" RATING, AS DEFINED IN UBC VOLUME I, SECTION 714, "THROUGH-PENETRATION FIRESTOPS".

**SUBMITTALS:** SUBMIT MANUFACTURER'S PRINTED LITERATURE INDICATING CONFORMANCE TO ASTM E119 OR ASTM E814, OR BOTH, TO ACHIEVE FIRE RATINGS AS INDICATED ON THE DRAWINGS. CONTRACTOR SHALL PROVIDE DETAILS, MATERIALS AND METHODS OF MAINTAINING FIRE/SMOKE BARRIERS AT ALL CASES ENCOUNTERED, FOR APPROVAL BY THE ARCHITECT.

**MANUFACTURERS:** PROVIDE PRODUCTS AS MANUFACTURED BY HITTI CONSTRUCTION CHEMICALS, INC., 3M PROTECTION PRODUCTS, INTERNATIONAL PROTECTIVE COATINGS CORPORATION (IPC), OR EQUAL AS APPROVED BY THE ARCHITECT.

**EXECUTION:** FIRESTOPPING MATERIALS SHALL BE INSTALLED IN COMPLIANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND ALSO IN ACCORDANCE WITH PUBLISHED "THROUGH-PENETRATION FIRESTOP SYSTEMS" IN UL'S FIRE RESISTANCE DIRECTORY. MEET ALL REQUIREMENTS AND DIRECTIONS OF LOCAL JURISDICTION RELATING TO WORK OF THIS SECTION.

## 07920 - SEALANTS

PROVIDE PRE-COLORED JOINT SEALERS AS MANUFACTURED BY DOW CORNING, SONNEBORN CO., SIKA CO., TREMCO CO., OR APPROVED EQUAL BY THE ARCHITECT. MATCH FINAL FINISHED COLOR OF ADJACENT SURFACE MATERIALS. INSPECT SURFACES FOR SATISFACTORY AND PROPER CONDITIONS TO RECEIVE SEALANTS. APPLY SEALANTS TO DRY SURFACES ONLY. INSTALL FOAM BACKER ROD MATERIAL AS REQUIRED. PROVIDE CONCAVE JOINT CONFIGURATION (TYPICAL). INSTALL AT LOCATIONS AS FOLLOWS, AS APPLICABLE:

- AT HORIZONTAL JOINTS EXPOSED TO TRAFFIC, PROVIDE TWO-PART, COLD-APPLIED URETHANE PAVING SEALANT.
- AT EXTERIOR JOINTS NOT EXPOSED TO TRAFFIC, PROVIDE MULTI-PART NON-SAG URETHANE SEALANT.
- AT JOINTS AT COUNTERTOPS AND IN TILE JOINTS, PROVIDE MILDDEW-RESISTANT SILICONE SEALANT.
- AT OTHER INTERIOR JOINTS, PROVIDE ACRYLIC-EMULSION LATEX SEALANT.
- AT CONCEALED METAL-TO-METAL EXTERIOR JOINTS, USE NON-CURING SEALING AS RECOMMENDED BY MANUFACTURER OF METAL COMPONENT SYSTEM SELECTED FOR INSTALLATION.

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PROJECT MANAGER: CODY ALLEN

Winchester Alaska Inc. - Architects & Engineers  
425 G STREET, SUITE 910, ANCHORAGE, ALASKA 99501  
JANUARY 1982 - PRESENT  
CORPORATE LICENSE # 0283



**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

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ARCHITECTURAL SPECIFICATIONS

DRAWING NO.

A13.01

# ARCHITECTURAL SPECIFICATIONS (CONTINUE)

## 08100 - EXTERIOR HOLLOW STEEL DOORS AND FRAMES

PROVIDE EXTERIOR STEEL DOORS AND FRAMES COMPLYING WITH STEEL DOOR INSTITUTE "RECOMMENDED SPECIFICATIONS: STANDARD STEEL DOORS AND FRAMES" (SDI-100) AND AS SPECIFIED HEREIN. PROVIDE PRODUCTS BY CECO DOOR PRODUCTS, AMWELD BUILDING PRODUCTS, INC., CURRIES CO., REPUBLIC BUILDERS PRODUCTS, STEELCRAFT CO., OR APPROVED EQUAL BY THE ARCHITECT. BASIS OF DESIGN IS BASED ON CECO DOOR PRODUCTS. EXTERIOR DOORS SHALL BE HEAVY DUTY ULTRADOR POLYSTYRENE CORE DOOR, 18 GAUGE STEEL, 690 GALVANIZED. PREPARE DOORS TO RECEIVE HARDWARE SPECIFIED. APPLY SHOP COAT OF PRIME PAINT OF EVEN CONSISTENCY TO DOORS AND FRAMES TO RECEIVE FINISH PAINT IN FIELD. PROVIDE METAL DOORS AND FRAMES OF TYPES AND STYLES INDICATED ON DRAWINGS OR SCHEDULES. FRAME SHALL BE HEAVY DUTY 16 GAUGE SERIES SQT AND SRT THERMAL BREAK, A60 GALVANIZED. PROVIDE WEATHER-STRIPPING AND CONCEALED WEATHERSEAL DOOR BOTTOM AT ALL EXTERIOR DOORS. INSTALL STANDARD STEEL DOORS, FRAMES AND ACCESSORIES IN ACCORDANCE WITH FINAL APPROVED SHOP DRAWINGS AND MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.

## 08110 - INTERIOR STEEL DOORS & FRAMES

PROVIDE INTERIOR STEEL DOORS AND FRAMES COMPLYING WITH STEEL DOOR INSTITUTE "RECOMMENDED SPECIFICATIONS: STANDARD STEEL DOORS AND FRAMES" (SDI-100) AND AS SPECIFIED HEREIN. PROVIDE PRODUCTS BY CECO DOOR PRODUCTS OR TIMELY INDUSTRIES, INC. (SERIES "M"), OR APPROVED EQUAL BY THE ARCHITECT. BASIS OF DESIGN IS CECO DOOR PRODUCTS. INTERIOR DOORS SHALL BE OMEGA HONEYCOMB CORE DOOR. PREPARE DOORS TO RECEIVE HARDWARE SPECIFIED. APPLY SHOP COAT OF PRIME PAINT OF EVEN CONSISTENCY TO DOORS AND FRAMES TO RECEIVE FINISH PAINT IN FIELD. PROVIDE METAL DOORS AND FRAMES OF TYPES AND STYLES INDICATED ON DRAWINGS OR SCHEDULES. FRAME SHALL BE 16 GAUGE SERIES DU SLIP-ON DRYWALL. INSTALL STANDARD STEEL DOORS, FRAMES AND ACCESSORIES IN ACCORDANCE WITH FINAL APPROVED SHOP DRAWINGS AND MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.

## 08700 - FINISH HARDWARE

PROVIDE FINISH DOOR HARDWARE AS INDICATED ON PLANS OR SCHEDULES, OR AS REQUIRED FOR COMPLETE INSTALLATION OF WORK AS INDICATED OR REQUIRED BY CODE. PROVIDE FINISHES AS SCHEDULED. OBTAIN EACH TYPE OF HARDWARE (LATCHES, LOCKSETS, ETC.) FROM A SINGLE MANUFACTURER. SUBMIT MANUFACTURER'S TECHNICAL PRODUCT DATA IN SCHEDULE FOR EACH ITEM PROVIDED FOR APPROVAL BY THE ARCHITECT. ALL HANDLE HARDWARE SHALL BE LEVER TYPE, ADA APPROVED. COORDINATE KEYING SCHEDULE WITH THE OWNER AND PROVIDE THREE (3) KEYS FOR EACH LOCK. INSTALL PRODUCTS BY MANUFACTURERS AS FOLLOWS, OR PROVIDE EQUAL AS APPROVED IN WRITING BY THE ARCHITECT:

- AUTOMATIC FLUSH BOLTS: DOOR CONTROLS, GLYNN JOHNSON
- BUTTS: HAGER, STANLEY, MCKINNEY, LAWRENCE. EXTERIOR AND VESTIBULE DOORS, PROVIDE NON-FERROUS, HEAVY DUTY 4 BALL BEARING HINGES, INTERIOR DOORS, PROVIDE STANDARD WEIGHT 2 BALL BEARING HINGES UNLESS NOTED OTHERWISE.
- COORDINATORS: DOOR CONTROLS, GLYNN JOHNSON
- CYLINDERS: SCHLAGE, BEST, SIMPLEX
- DOOR CLOSERS: LCN COMPANY
- DOOR SILENCERS: IVES, BUILDERS BRASS WORKS, QUALITY, GLYNN JOHNSON
- ELECTRO-MAGNETIC DOOR RELEASE: RIXSON-FIREWARK, LCN COMPANY
- EXIT DEVICES: VAN DUPRIN
- KICK AND ARMOR PLATES: BUILDERS BRASS WORKS, QUALITY, TICE, TRIMCO
- LOCKSETS: VING, SCHLAGE, BEST, SIMPLEX
- OVERHEAD STOP AND HOLDERS: IVES, GLYNN JOHNSON, ABH, RIXON, TRIMCO
- PUSH AND PULLS: BUILDER BRASS WORKS, QUALITY, TICE, TRIMCO
- STOPS AND HOLDERS: BUILDERS BRASS WORKS, QUALITY, GLYNN JOHNSON
- WEATHERSTRIP, SMOKE GASKETS AND THRESHOLD: PEMKO, REESE, NATIONAL GUARD

HARDWARE GROUPS: TO BE SUBMITTED TO CONTRACTING OFFICER FOR APPROVAL

## 08800 - GLASS AND GLAZING

PROVIDE GLASS AND GLAZING AS INDICATED OR SCHEDULED, AND AS MANUFACTURED BY CARDINAL INSULATING GLASS, LIBBEY OWENS FORD GLASS, PITTSBURG PLATE GLASS OR APPROVED EQUAL BY THE ARCHITECT. COORDINATE WITH OTHER PRODUCTS AND OTHER TRADES AFFECTED BY WORK OF THIS SECTION. COMPLY WITH SAFETY GLAZING REQUIREMENTS OF INTERNATIONAL BUILDING CODE, SECTION 2406. MANUFACTURER SHALL PROVIDE A WRITTEN, SIGNED PENAL SUM WARRANTY AGAINST WINDOW EDGE AND SEAL FAILURE FOR A PERIOD OF TEN (10) YEARS FOLLOWING DATE OF SUBSTANTIAL COMPLETION. MANUFACTURER SHALL ALSO PROVIDE A WRITTEN, SIGNED WARRANTY AGAINST MIRROR DE-SILVERING FAILURE FOR A PERIOD OF FIVE (5) YEARS FOLLOWING DATE OF SUBSTANTIAL COMPLETION. ALL GLASS SHALL BE CLEAR AND SMOOTH UNLESS INDICATED OTHERWISE ON DRAWINGS. IF FIELD MEASUREMENTS DIFFER SLIGHTLY FROM DRAWING DIMENSIONS MODIFY WORK AS REQUIRED FOR ACCURATE FIT. IF MEASUREMENTS DIFFER SUBSTANTIALLY, NOTIFY CONTRACTING OFFICER PRIOR TO FABRICATION.

## 09255 - GYPSUM BOARD ASSEMBLIES

PROVIDE GYPSUM BOARD ASSEMBLIES BY DOMTAR GYPSUM, GEORGIA-PACIFIC CORP., NATIONAL GYPSUM, U.S. GYPSUM, OR APPROVED EQUAL BY THE ARCHITECT. TYPICAL INSTALLATION TO BE TYPE "X" 5/8 INCH FIRE CODE GYPSUM WALLBOARD ON METAL STUD SUBSTRATE. PROVIDE SIZE, GAUGE, AND SPACING OF FRAMING MEMBERS IN COMPLIANCE WITH REQUIREMENTS OF ASTM C 754. STUDS AND TRACKS SHALL COMPLY WITH ASTM C 645, STEEL, WITH PROTECTIVE COATING, MINIMUM GAUGE 20 THICKNESS. PROVIDE MISCELLANEOUS MATERIALS AS PRODUCED OR RECOMMENDED BY MANUFACTURER OF GYPSUM PRODUCTS. PROVIDE STEEL STUD INSTALLATION IN COMPLIANCE WITH RECOMMENDATIONS OF USG CORPORATION'S "GYPSUM CONSTRUCTION HANDBOOK". REINFORCE JOINTS AS REQUIRED FOR SIZE AND WEIGHT OF DOORS AND WINDOWS. COMPLY WITH ALL MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS, STANDARD DETAILS, AND RECOMMENDATIONS, EXCEPT WHERE THESE ARE EXCEEDED BY REQUIREMENTS OF THESE CONTRACT DOCUMENTS. PROVIDE LEVEL 4 JOINT FINISHING AT ALL SURFACES EXPOSED TO PUBLIC VIEW. PROVIDE LEVEL 1 JOINT FINISHING (FIRE TAPING) AT UNFINISHED SPACES, UTILITY SPACES AND SURFACES CONCEALED FROM VIEW BY CEILINGS. PROVIDE OTHER WALL AND CEILING FINISHES AS SCHEDULED.

## 09650 - RESILIENT WALL BASE

PROVIDE RESILIENT WALL BASE AS MANUFACTURED BY JOHNSONITE OR APPROVED EQUAL BY THE ARCHITECT, PROVIDE WALL BASE COMPLYING WITH F5 55-W-40, RUBBER BASE, 4" HIGH, COVED, 1/8" THICK WITH MATCHING PRE-FORMED EXTERNAL CORNERS AND JOB-FORMED INSIDE CORNERS. ARCHITECT SHALL SELECT COLOR FROM MANUFACTURER'S FULL RANGE OF COLORS AND PATTERNS.

## 09900 - PAINTING AND FINISHING

PROVIDE PAINT AND FINISH MATERIALS AS PROVIDED BY RODDA PAINTS, BENJAMIN MOORE & COMPANY, FULLER O'BRIEN, PRATT LAMBERT, PARKER PAINT, PRESERVATIVE PAINT, OR APPROVED EQUAL BY THE ARCHITECT. SUBMIT MANUFACTURER'S TECHNICAL DATA SHEETS FOR EACH PRODUCT PROPOSED. DELIVER MATERIALS IN MANUFACTURER'S ORIGINAL, UNOPENED CONTAINERS. FINISH COLORS TO BE SELECTED BY THE ARCHITECT FROM MANUFACTURER'S STANDARD COLORS, AS APPROVED BY OWNER. VERIFY WITH THE INSTALLER THAT SUBSTRATE AREAS WHERE PAINT AND FINISH MATERIAL ARE TO BE INSTALLED HAVE BEEN PREPARED CORRECTLY AND IN COMPLIANCE WITH MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS. START OF PAINTING AND FINISHING WORK CONSTITUTES ACCEPTANCE OF ENVIRONMENTAL AND SUBSTRATE CONDITIONS AND FULL RESPONSIBILITY FOR THE COMPLETED WORK. PROVIDE ALL WORK IN COMPLIANCE WITH MANUFACTURER'S STANDARDS AND WRITTEN RECOMMENDATIONS AND REQUIREMENTS. PROVIDE MATERIALS AS SCHEDULED BELOW:

- ALL FERROUS METAL (INTERIOR & EXTERIOR): ONE (1) COAT RUST-INHIBITING PRIMER, FOLLOWED BY TWO (2) COATS SEMI-GLOSS ALKYD ENAMEL.
- INTERIOR GYPSUM WALLBOARD: ONE (1) COAT GYPSUM BOARD SURFACE SEALER, FOLLOWED BY TWO (2) COATS EGGSHELL-GLOSS LATEX ENAMEL.

## 10440 - SIGNS & IDENTIFYING DEVICES

PROVIDE INTERIOR AND EXTERIOR SIGNAGE AS NEEDED FOR FULL COMPLIANCE WITH ADA STANDARDS AND REQUIREMENTS AND AS SPECIFIED HEREIN. PROVIDE ROOM IDENTIFICATION SIGN TO MATCH EXISTING.

## 10520 - FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES

PROVIDE IOABC FIRE EXTINGUISHERS, RED COLOR, 10 POUND SIZE # FEX456, IN FIRE EXTINGUISHER CABINETS SIMILAR TO AMBASSADOR # FEC 1013-F10. RED COLOR METAL WITH BAKED ENAMEL FINISH.

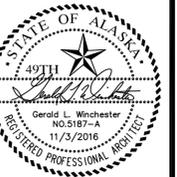
## END ARCHITECTURAL SPECIFICATIONS

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



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**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

DRAWN DTC	DATE 12/1/2017
CHECKED G.L.A.	JOB NO. 170302

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ARCHITECTURAL SPECIFICATIONS

DRAWING NO.

**A13.02**

12/1/2017 4:44:21 PM

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**STRUCTURAL NOTES**

THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS AMONG THE DRAWINGS BEFORE STARTING ANY WORK OR FABRICATION. ANY DISCREPANCIES FOUND AMONG THE DRAWINGS, SITE CONDITIONS, SPECIFICATIONS AND THESE NOTES SHALL BE REPORTED TO THE ARCHITECT/ ENGINEER AT ONCE.

ALL CONSTRUCTION SHALL COMPLY WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) AS AMENDED BY THE LOCAL BUILDING OFFICIAL.

SAFETY - THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL OSHA AND DOSH SAFETY STANDARDS. THE CONTRACTOR IS IN CHARGE OF ALL SAFETY MATTERS ON AND AROUND THE JOB SITE. PROVIDE TEMPORARY ERECTION BRACING AND SHORING AS REQUIRED FOR STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION. THE ENGINEER IS NOT RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION OR SAFETY PRACTICES.

CODE  
2012 INTERNATIONAL BUILDING CODE (IBC)

**DESIGN LIVE LOADS**

FLOOR LOADS - ACTUAL EQUIPMENT LOADS, MIN. 15 PSF LIVE LOAD  
MINIMUM ROOF LIVE LOAD = 20 PSF

**SNOW**

GROUND SNOW LOAD = 160 PSF  
ROOF SNOW LOAD = 140 PSF  
SNOW EXPOSURE FACTOR,  $C_e = 0.90$   
SNOW LOAD IMPORTANCE FACTOR = 1.20  
THERMAL FACTOR,  $C_t = 1.0$

WIND DESIGN DATA  
VELOCITY = 165 MPH HOUR 3 SECOND GUST  
IMPORTANCE FACTOR,  $I_w = 1.0$   
EXPOSURE C  
INTERNAL PRESSURE COEFFICIENT,  $GCP1 = \pm 0.18$   
COMPONENTS AND CLADDING PRESSURES,

SEISMIC DESIGN DATA  
 $I_e = 1.50$   
 $S_s = 150g$ ,  $S_1 = 0.16g$ ,  $SDS = 1.00g$ ,  $SD1 = 0.61$   
SITE CLASS D  
SEISMIC DESIGN CATEGORY D  
SEISMIC RESISTING SYSTEM = BEARING WALL, PLYWOOD SHEARWALLS,  $R = 6.5$   
SEISMIC BASE SHEAR =  $V_s = 91 KIPS$   $C_s = 0.204$   
EQUIVALENT LATERAL FORCE PROCEDURE

**FOUNDATION DESIGN**

FOUNDATION BASED ON AN ASSUMED SOIL BEARING PRESSURE OF 2000 PSF WITH THE EXISTING SOIL TO BE FREE OF ORGANICS, AND NON-FROST SUSCEPTIBLE MATERIAL THROUGHOUT. CONTRACTOR TO NOTIFY OWNER ONCE EXCAVATION HAS BEGUN TO VERIFY WITH A BOTTOM OF THE HOLE INSPECTION THAT THE ACTUAL SITE CONDITIONS COMPLY WITH THESE ASSUMPTIONS. ALL WORK TO BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S FINAL RECOMMENDATIONS AND REQUIREMENTS.

ALL ORGANIC, FROZEN OR OTHER UNSUITABLE MATERIALS SHALL BE REMOVED FROM SUB-GRADE AND REPLACED WITH COMPACTED GRANULAR NON-FROST SUSCEPTIBLE (NFS) FILL. ALL FOOTINGS SHALL BE FOUNDED UPON UNDISTURBED, NATURAL SUB GRADE OR COMPACTED NFS BACK FILL WITH A MINIMUM ALLOWABLE BEARING CAPACITY OF 2000 PSF.

NON FROST SUSCEPTIBLE SOILS SHALL CONSIST OF INORGANIC SOILS CONTAINING LESS THAN 3 PERCENT BY WEIGHT OF PARTICLES SMALLER THAN 0.075M.

ALL FOOTINGS AND SLAB SUB-GRADES SHALL BE COMPACTED TO 95 % MAXIMUM DENSITY AS MEASURED WITH ASTM D1557. BACK FILL AROUND AND ABOVE ALL FOUNDATION ELEMENTS SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY.

DISCHARGE ROOF RUNOFF AND WATER COLLECTED IN FOUNDATION DRAINS AWAY FROM THE FOUNDATION. PROVIDE SITE DRAINAGE AWAY FROM THE FOUNDATION. PROVIDE FOUNDATION WALL WATERPROOFING/DAMP PROOFING WHEN REQUIRED BY THE CODE AS SHOWN ON THE ARCHITECTURAL PLANS. PROVIDE A FOOTING DRAIN AND WATER REMOVAL SYSTEM FOR BASEMENT FOUNDATION WALLS.

NO CONSTRUCTION SHALL BEGIN UNTIL ALL SEASONAL FROST HAS THAWED OR BEEN REMOVED. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY STEPS TO PREVENT ANY FROST OR ICE FROM FORMING UNDER ANY FOOTING OR SLAB UNTIL THE PERMANENT STRUCTURE IS ENCLOSED AND HEATED.

**SPECIAL INSPECTIONS/QUALITY ASSURANCE PROGRAM**

SPECIAL INSPECTION IS REQUIRED BY CHAPTER 11 OF THE IBC. OWNER TO ENGAGE THE SERVICES OF A QUALIFIED SPECIAL INSPECTOR. THE FOLLOWING ITEMS REQUIRE SPECIAL INSPECTION (AT A MINIMUM)

- SOILS COMPACTION, GRADATION, AND FILL.
- CONCRETE REINFORCEMENT INSPECTION PERIODIC PRIOR TO PLACEMENT.
- STEEL, 100% VISUAL INSPECTION OF ALL WELDS, NON DESTRUCTIVE TESTING OF FILLET WELDS 3/8" THROAT AND LARGER.
- SEISMIC HOLD DOWNS, STEEL AND WOOD LATERAL RESISTING SYSTEMS.
- HIGH STRENGTH BOLTS
- WOOD BUILDING LATERAL SYSTEMS. INSPECT PRIOR TO COVER, FRAMING SPECIES, SHEATHING TYPE, NAIL AND ANCHOR BOLT TYPE, PLATE WASHERS, SHEAR WALL EDGE NAILING, SHEAR WALL TOP PLATE, TIE DOWN ANCHOR BRACKET TYPE AND LOCATION, HURRICANE CLIPS, STRAPS, DRAG STRUT CONNECTIONS WHERE CALLED OUT.

THE SPECIAL INSPECTION FIRM TO PROVIDE A SPECIAL INSPECTION AND QUALITY ASSURANCE PLANS PROGRAM FOR THE SEISMIC SYSTEM PER IBC 1105-2 FOR APPROVAL BY THE OWNER AND ENGINEER OF RECORD. THE CONTRACTOR SHALL PROVIDE A LETTER OF RESPONSIBILITY PER IBC 1105.3 TO THE OWNER PRIOR TO CONSTRUCTION.

**CONCRETE**

ALL CONSTRUCTION SHALL BE PER THE AMERICAN CONCRETE INSTITUTE ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE", AND IBC, LATEST EDITIONS. SUBMIT CHECKED SHOP DRAWINGS SHOWING REINFORCING DETAILS, INCLUDING STEEL SIZES, SPACING AND PLACEMENT PRIOR TO FABRICATION.

**MATERIALS:**

$f'_c$  FLOOR SLABS 3000 psi  
 $f'_c$  OTHER 3000 psi  
SLUMP 3" MAX  
W/C RATIO - 0.55 MAX  
AIR ENTRAINMENT = 5% (WHERE WEATHER EXPOSED)  
PORTLAND CEMENT - ASTM C150 TYPE III  
AGGREGATE, 1" MAX - ASTM C34, SECTION 4.13  
EPOXY GROUT - ASTM C881  
DEFORMED REINFORCEMENT - ASTM A615 G60  
WELDED WIRE FABRIC - ASTM A185 OR A497  
NON-SHRINK NONMETALLIC GROUT - ASTM C1101

ALL CONCRETE PERMANENTLY EXPOSED TO THE WEATHER SHALL CONTAIN AN AIR-ENTRAINING ADMIXTURE COMPLYING WITH ASTM C260. CHAMFER ALL EXPOSED CORNERS 3/4" UNLESS NOTED OTHERWISE. A CURING COMPOUND SHALL BE APPLIED (PER MANUFACTURER'S SPECIFICATIONS) TO ALL EXPOSED CONCRETE SURFACES UPON INITIAL SET OR FILLING OF FORMS.

COLD WEATHER CONCRETE SHALL CONFORM TO ACI 306 (ALL COLD WEATHER CONCRETE SHALL CONTAIN AIR ENTRAINMENT PER ACI TABLE 4.11). CALCIUM CHLORIDE SHALL NOT BE USED. MAINTAIN A MINIMUM OF 45 DEGREES F BEFORE, DURING AND FOR 1 DAYS AFTER ALL CONCRETE PLACEMENT.

ALL CONCRETE REINFORCING SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED AND SPACED IN FORMS AND SECURED IN PLACE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 318 AND ACI 315. LAP BARS WITH A CLASS B SPLICE AND 40 DIAMETER MINIMUM. MECHANICALLY CONSOLIDATE CONCRETE.

ALL CONDUITS AND PIPES EMBEDDED IN CONCRETE SHALL CONFORM WITH ALL PROVISIONS SPECIFIED IN ACI 318, SECTION 6.3 AND THE FOLLOWING. ALL PIPES AND CONDUITS THRU FOOTINGS AND WALLS MUST BE ISOLATED WITH DIAMETER 4" SLEEVES SPACED NO CLOSER THAN 6" O.C. PIFE AND CONDUITS MAY BE PLACED IN S.O.C. GREATER THAN 45". DIAMETER MUST NOT EXCEED 15". PLACE IN MIDDLE THIRD OF THICKNESS. DO NOT DISPLACE REINFORCEMENT. SPACE AT 6" O.C. MINIMUM. SLEEVES, MECHANICAL OPENINGS, CONDUITS, PIPES, RECESSES, DEPRESSIONS SHALL BE PROVIDED AS SHOWN ON THE MECHANICAL AND ARCHITECTURAL DRAWINGS AND AS REQUIRED BY THE EQUIPMENT MANUFACTURERS. INSTALLATION OF THESE ITEMS SHALL BE COORDINATED WITH SHOP DRAWINGS OF TRADES REQUIRING THESE ITEMS.

**CONCRETE COVER:**

FOOTINGS 3", WALLS 1" EXCEPT 1-1/2" WHERE EXPOSED TO WEATHER, AND 2" AGAINST EARTH. SLABS AND JOISTS 1", SLABS ON GRADE 1-1/2". DOUELS SHALL BATCH SIZE AND NUMBER OF MAIN REINFORCING. MINIMUM VERTICAL SPACING OF BARS IN A ROW MAXIMUM 1" OR BASE DIAMETER AND BARS MUST STACK. WELDING OF REINFORCEMENT IS NOT ALLOWED.

**FOOTINGS:**

PROVIDE REINFORCING AS SHOWN ON THE DRAWINGS. PROVIDE CORNER BARS OF SAME SIZE AND NUMBER AT CORNERS AND INTERSECTIONS, 40 BAR DIAMETERS OR 24" (WHICHEVER IS GREATER) EACH LEG. PROVIDE VERTICAL DOUELS SAME SIZE, NUMBER AND SPACING AS VERTICAL BARS WITH A 90 DEGREE STANDARD HOOK AT THE BOTTOM OF THE FOOTING, UNO.

**SLAB ON GRADE:**

FLOOR SLAB SHALL BE 4" THICK CONCRETE SLAB ON GRADE OR AS SHOWN ON THE DRAWINGS. REINFORCE SLAB WITH 6X6-W14X14 WELDED WIRE FABRIC, PLACED 1-1/2" FROM TOP OF SLAB. LAP WELDED WIRE FABRIC 6". AND EXCEPT AS SHOWN ON CONTROL JOINT DETAILS, WELDED WIRE FABRIC SHALL BE SUPPORTED ON APPROVED CHAIRS. CONTRACTOR SHALL TAKE SPECIAL CARE TO ASSURE THAT WELDED WIRE FABRIC USED IS SUPPORTED IN ITS PROPER LOCATION. PLACE MIN 6 MIL VAPOR BARRIER OVER PREPARED FILL IMMEDIATELY BENEATH THE SLAB. PROVIDE ONE OF THE FOLLOWING JOINTS ON THE CENTERLINE OF THE COLUMNS, EACH WAY, AND AT OTHER LOCATIONS AS SHOWN ON THE DRAWINGS, MAXIMUM SPACING OF 15':  
1) CONSTRUCTION JOINTS WHERE DETAILED ON THE DRAWINGS, 2) SAW CUT CONTROL JOINTS ELSEWHERE (SHALL BE A MINIMUM OF 1/4 OF SLAB THICKNESS). A METAL CONSTRUCTION JOINT FORM MAY BE USED. REMOVE METAL FORMS BEFORE PLACING SECOND POUR.

**WALLS:**

REINFORCE WALLS AS SHOWN ON THE DRAWINGS.

AT OPENINGS OVER 12" SQUARE, PROVIDE 2 #5 BARS AT CENTER OF WALLS ALL FOUR SIDES, EXCEPT FOR 10" WALLS AND OVER, PROVIDE 1 #4 EACH FACE ALL FOUR SIDES, EXTENDING 40 DIAMETERS PAST OPENING. PROVIDE 1 #4 X 4" DIAGONAL BAR AT CENTER OF WALL AT ALL FOUR CORNERS.

AT CORNERS, PROVIDE CORNER BARS INTO OUTSIDE FACE OF SAME SIZE AND SPACING AS HORIZONTAL BARS, 40 DIAMETERS EACH LEG.

AT INTERSECTIONS, PROVIDE CORNER BARS IN OUTSIDE FACE OF SAME SIZE AND SPACING AS HORIZONTAL BARS OF INTERSECTING WALL, 40 DIAMETERS EACH LEG.

**DRILLED IN CONCRETE ANCHOR (DICA)**

EXPANSION ANCHORS SHALL BE USED AS SHOWN ON THE DRAWINGS, RAYSET TRU-BOLTS OR EQUAL. USE CORROSION RESISTANT FASTENERS. ICBO CERTIFICATION REQUIRED, UNLESS OTHERWISE NOTED, DICA MAY BE INSTALLED WITHOUT SPECIAL INSPECTION.

**DRILL IN ADHESIVE BOLTS:**

ITU ACRYLIC TIE EPOXY ANCHOR SYSTEM FOR CONCRETE SHALL BE USED, OR APPROVED EQUAL. ICBO CERTIFICATION REQUIRED.  
LOW VELOCITY FASTENERS - HILTI CN1 POWDER ACTUATED FASTENER SYSTEM, 0.145" DIAMETER MINIMUM. USE CORROSION RESISTANT FASTENERS. ICBO CERTIFICATION REQUIRED.

**STRUCTURAL STEEL**

ALL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, AISC SPECIFICATIONS AND CODES, AND INTERNATIONAL BUILDING CODE, LATEST EDITIONS. SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION. THESE DRAWINGS SHALL BE CHECKED BY THE CONTRACTOR BEFORE SUBMITTAL AND SHALL SHOW SHOP FABRICATION DETAILS, FIELD ASSEMBLY DETAILS, AND ERECTION DIAGRAMS FOR ALL STRUCTURAL STEEL, STEEL JOISTS AND METAL DECK.

**MATERIALS:**

STRUCTURAL STEEL - W SHAPES ASTM A992  
STRUCTURAL STEEL - CHANNELS, ANGLES, PLATES - ASTM A36  
STRUCTURAL STEEL - TUBES (HSS) ASTM A500 GRADE B  
STRUCTURAL STEEL - PIPES ASTM A53, GRADE  
BEARING CONNECTIONS (UNO) - ASTM A325N OR A490N  
NON SHRINK NONMETALLIC GROUT - ASTM C1101

ALL WELDING SHALL CONFORM TO AWS D11, LATEST EDITION. ALL WELDING ELECTRODES TO BE WELL CONDITIONED E70XX. ALL FLUXES SHALL BE LOW HYDROGEN TYPE. MINIMUM WELD IS 3/8" FILLET. WELDERS TO BE CERTIFIED PER AMERICAN WELDING SOCIETY FOR ROD AND POSITION WITHIN THE LAST 12 MONTHS.

MOST CONNECTIONS SHALL BE SIMPLE, SINGLE PLATE SHEAR CONNECTIONS USING HIGH STRENGTH BOLTS OF WHICH THREADS MAY BE INCLUDED IN THE SHEAR PLAN, A325 - N, UNLESS OTHERWISE NOTED. THE SHEAR PLATE SHALL HAVE SHORT SLOTTED HOLES PARALLEL TO THE LONG AXIS OF THE BEAM. NUTS SHALL BE SNUG TIGHT UNLESS OTHERWISE NOTED. ALL CONNECTIONS RESISTING LATERAL LOADS SHALL BE FULLY TENSIONED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF ALL ERECTION PROCEDURES AND SEQUENCES. CONSIDERATION SHOULD BE GIVEN TO TEMPERATURE DIFFERENTIALS, ESPECIALLY WITH RESPECT TO STRUCTURAL STEEL FRAMING INTO CONCRETE WALLS, BEAMS OR COLUMNS. THERE SHALL BE NO FIELD CUTTING OF STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.

ALL BEAMS, JOISTS, AND TRUSSES SHALL BE FABRICATED WITH THE NATURAL CAMBER UP. CAMBER FLOOR BEAMS 1/4" AND ROOF BEAMS A DISTANCE OF L/480 AT MIDSPAN FOR ALL SPANS GREATER THAN 20'.

**STRUCTURAL STEEL DECKING**

STEEL DECKING SHALL BE DESIGNED, MANUFACTURED AND INSTALLED PER STEEL DECK INSTITUTE SPECIFICATIONS. ICBO CERTIFICATION REQUIRED.

SUBMIT SHOP DRAWINGS. ALL STEEL DECKING SHALL MEET A653-S6, GRADE 22, WITH A MINIMUM YIELD STRENGTH OF 33,000 PSI. ALL DECKING SHALL BE GALVANIZED PER ASTM A 653-G60. ALL ROOF DECK SHALL BE FORMED WITH TELESCOPED ENDS DESIGNED TO LAP A MINIMUM OF 2".

FLOOR DECKING, 1-1/2"X20 GAUGE COMPOSITE DECK,  $I_{min} = 0.30$  IN4/FT,  $S_{min} = 0.32$  IN3 PER FOOT, CONTINUOUS OVER 3 SPANS MINIMUM.

THE METAL DECKING IN THIS PROJECT IS TO PERFORM AS A STRUCTURAL DIAPHRAGM, WITH SHEAR LOADS OF 400 PLF.

**STEEL JOIST AND GIRDERS**

STEEL JOIST AND GIRDERS SHALL MEET THE SPECIFICATIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) AND STEEL JOIST INSTITUTE (SJI) AND THE INTERNATIONAL BUILDING CODE, LATEST EDITION. SUBMIT CHECKED SHOP DRAWINGS PRIOR TO FABRICATION.

THE JOIST MANUFACTURER SHALL PROVIDE ALL BRIDGING - BOTH PERMANENT AND FOR ERECTION. PROVIDE ADDITIONAL BRIDGING AS REQUIRED FOR WIND UPLIFT. NET UPLIFT = 385 PSF WITHIN 20' OF EDGES AND PEAKS, 26.7 PSF ALL OTHER AREAS. DESIGN JOISTS FOR LOAD DIAGRAMS AND LOADING INDICATED ON THE PLANS AS A MINIMUM. PROVIDE EXTENDED JOIST SEATS DESIGNED FOR THE LOADS INDICATED. CALCULATIONS FOR STEEL JOIST AND JOIST GIRDERS SHALL BE STAMPED BY AN ALASKA-LICENSED ENGINEER. THE DESIGN SHALL MEET OR EXCEED THE FOLLOWING DEFLECTION CRITERIA:  
JOIST AND JOIST GIRDERS LIVE LOAD DEFLECTION,  $L/360$   
TOTAL LOAD DEFLECTION,  $L/240$

**COLD FORMED STEEL FRAMING**

ALL LIGHT GAUGE MEMBERS SHALL BE MANUFACTURED BY A S91A MEMBER COMPANY OR APPROVED EQUAL. ALL STRUCTURAL MEMBERS SHALL BE DESIGNED PER THE AMERICAN IRON AND STEEL INSTITUTE (AISI) "SPECIFICATIONS FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS", LATEST EDITION. STUDS SHALL BE DESIGNED FOR A  $L/360$  DEFLECTION LIMIT.

COLD FORMED STEEL SHALL MEET ASTM A446 OR A653, GRADE D FOR 14 OR 16 GAUGE MEMBERS AND ASTM A446 OR A653 GRADE A FOR 18 GAUGE OR LIGHTER MEMBERS. ALL STUDS, TRACKS AND JOIST SHALL BE GALVANIZED AND HAVE A MINIMUM G-60 COATING.

USE 16 GAUGE MEMBERS (MINIMUM) FOR TOP AND BOTTOM PLATES.

FASTENERS SHALL BE A MINIMUM #8 SELF DRILLING SCREWS. PROVIDE 2 SCREWS EACH END OF EACH STUD TO TRACK, TYPICAL. FASTENERS FOR CONNECTING LIGHT GAUGE MEMBERS TO CONCRETE SHALL BE BY 1/4"x1/2" POWER ACTUATED FASTENERS, AND CONNECTING TO STEEL WITH 1/4" POWER ACTUATED FASTENERS OR WELDING.

PROVIDE ALL ACCESSORIES INCLUDING TRACK CLIPS, WEB STIFFENERS, ANCHORS, FASTENING DEVICES, RESILIENT CLIPS AND OTHER ITEMS REQUIRED FOR A COMPLETE AND PROPER INSTALLATION. INSTALL ALL ITEMS RECOMMENDED BY THE MANUFACTURER.

**WOOD PRODUCTS**

WALL SHEATHING: USE APA RATED SHEATHING. PROTECT SHEATHING FROM THE WEATHER UNLESS IT IS RATED FOR EXTERIOR EXPOSURE. PROVIDE FRAMING OR BLOCKING BEHIND ALL PANEL EDGES. PROVIDE MINIMUM 3/8" FROM EDGE TO CENTER OF NAIL. DRIVE NAILS FLUSH, DO NOT OVERDRIVE FASTENERS. PROVIDE FASTENERS PER SHEARWALL SCHEDULE.

ABBREVIATIONS	
E.W.	- EACH WAY
IBC	- INTERNATIONAL BUILDING CODE
I.S.	- INSIDE
O.S.	- OUTSIDE
F.O.B.	- FACE OF STUD
HDG	- HOT DIP GALVANIZED
MFR	- MANUFACTURER
PAF	- POWER ACTUATED FASTENERS
FFA	- FAST FROM ABOVE
PEMB	- PRE-ENGINEERED METAL BUILDING
SIM	- SIMILAR TO
SIP	- STRUCTURAL INSULATED PANELS
TYP.	- TYPICAL
UNO	- UNLESS NOTED OTHERWISE
W.T.E.	- WITH THE EXCEPTION
WWM	- WELDED WIRE MESH

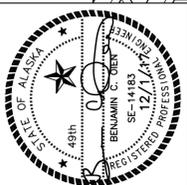
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**CITY OF VALDEZ, ALASKA**  
CITY MANAGER: BOB BROWN  
CITY CLERK: JILL HARRIS  
CITY ENGINEER: BOB BROWN  
CITY ATTORNEY: BOB BROWN  
CITY COMMISSIONER: BOB BROWN  
CITY MANAGER: BOB BROWN  
CITY CLERK: JILL HARRIS  
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**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

DRAWN (R)	DATE 12-1-11
CHECKED (BC)	JOB NO. 13363

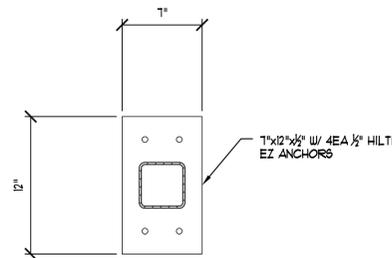
**SHEET CONTENTS**

STRUCTURAL NOTES & ABBREVIATIONS

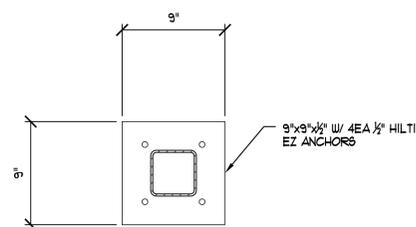
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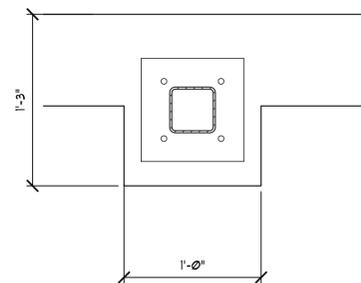
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4  
S1.01 Base Plate 2 Detail  
Scale: 1/2" = 1'-0"



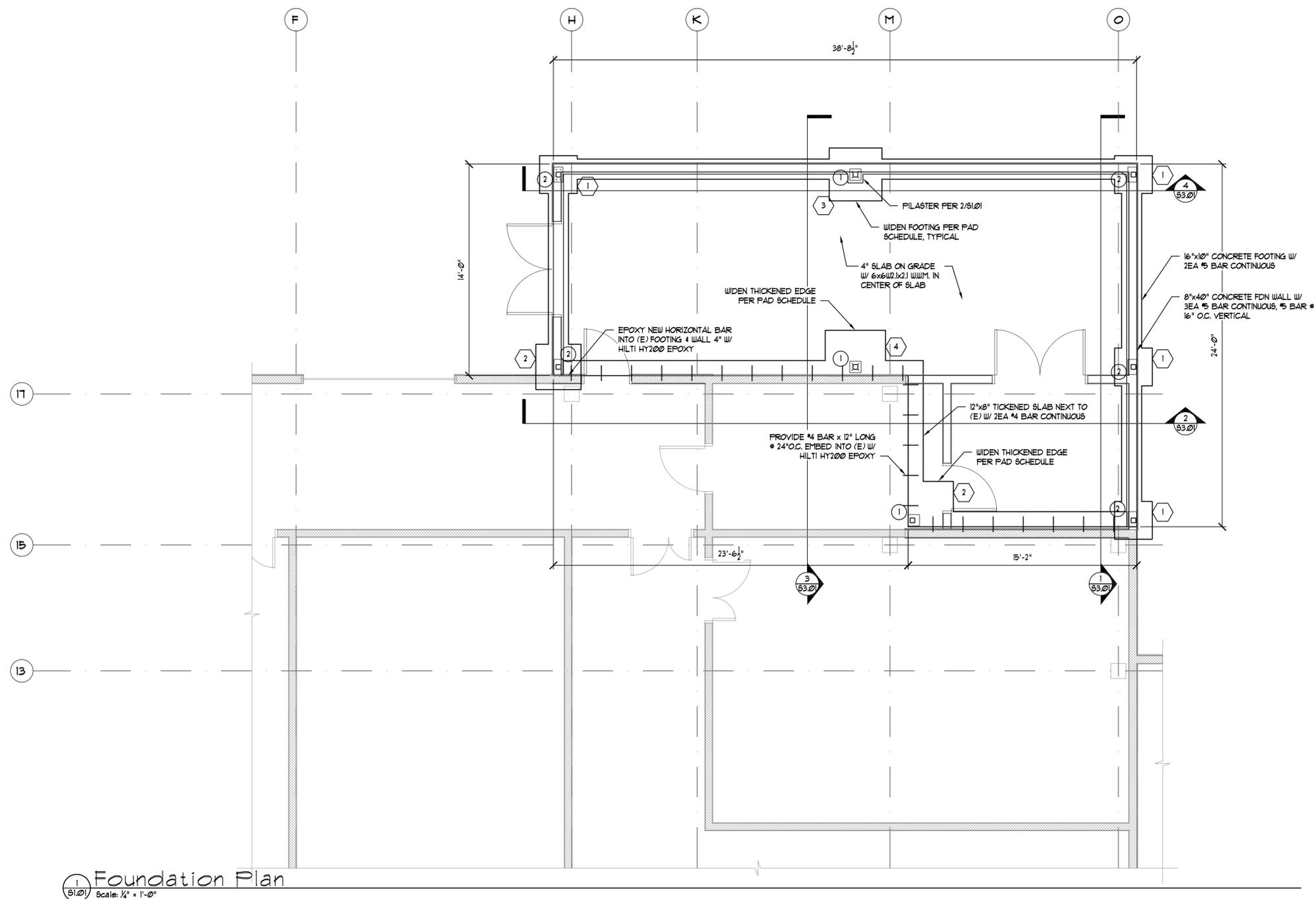
3  
S1.01 Base Plate 1 Detail  
Scale: 1/2" = 1'-0"



2  
S1.01 Pilaster Detail  
Scale: 3/4" = 1'-0"

Base Plate Schedule	
TYPE	Base Plate Size
1	9"x9" (OFFSET AS NEEDED) W/ 4EA 1/2" HILTI EZ ANCHORS
2	1"x12" x 1/2" W/ 4EA 1/2" HILTI EZ ANCHORS

Pad Schedule			
TYPE	Pad SIZE	Pad THICKNESS	Pad REINFORCEMENT
1	2'-6" SQUARE	12"	2ea #5 BAR EACH WAY
2	3'-0" SQUARE	12"	3ea #5 BAR EACH WAY
3	3'-6" SQUARE	12"	3ea #5 BAR EACH WAY
4	4'-0" x 3'-0"	12"	#5 BAR @ 12" O.C.



1  
S1.01 Foundation Plan  
Scale: 1/4" = 1'-0"

**CITY OF VALDEZ, ALASKA**  
CONVENT TO THE INTERIOR

**CITY OF VALDEZ - CAPITAL FACILITIES**  
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**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

DRAWN R/L	DATE 12-1-11
CHECKED BCO	JOB NO. 13363

SHEET CONTENTS

FOUNDATION PLAN

DRAWING NO.  
S1.01



**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

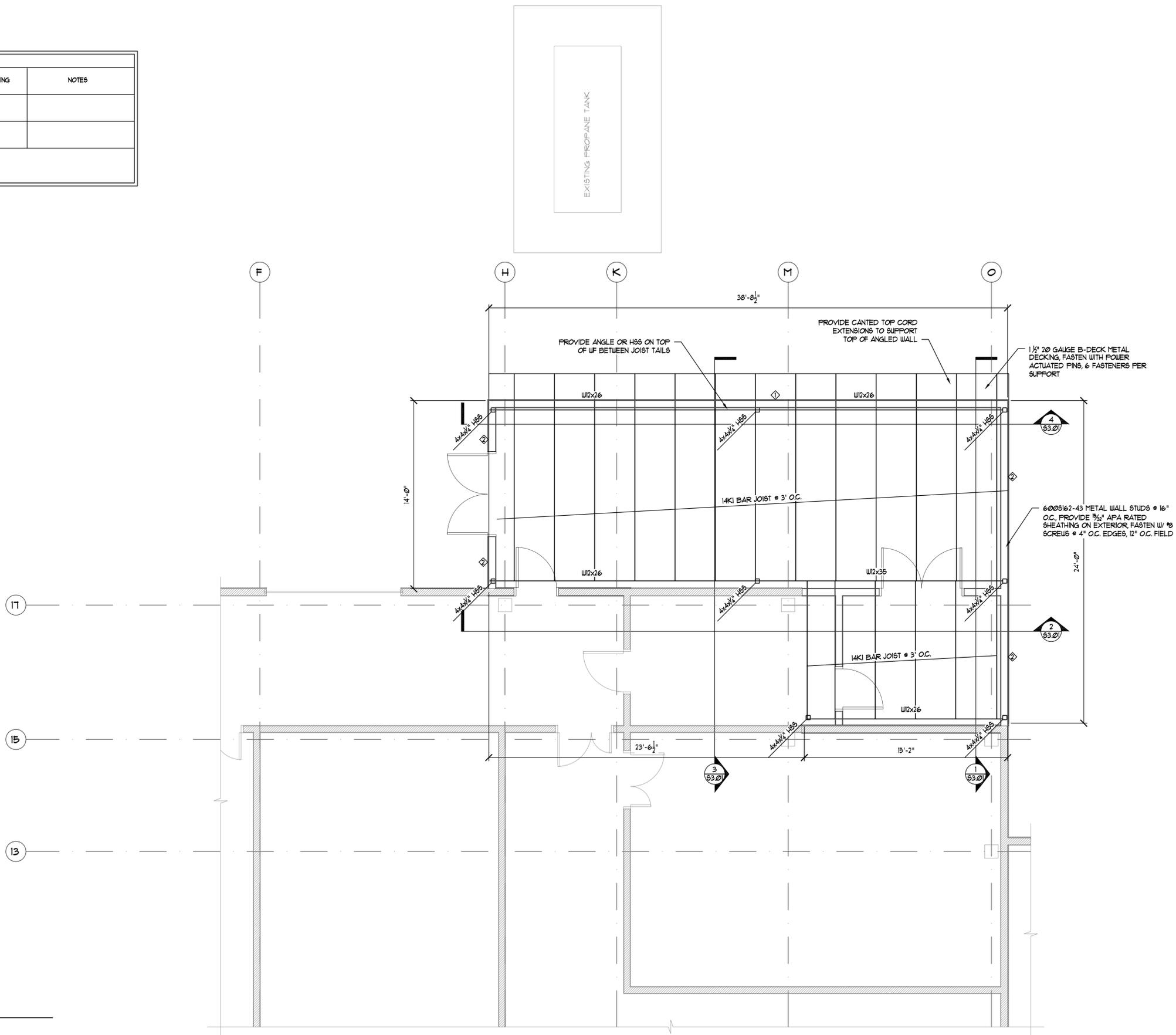
DRAWN RJR	DATE 12-1-11
CHECKED BCO	JOB NO. 13363

SHEET CONTENTS  
 ROOF FRAMING PLAN

DRAWING NO.  
 S2.01

SHEARWALL SCHEDULE					
SHEAR WALL	PLYWOOD THICKNESS	SIDES	PLF REQUIRED	EDGE NAILS & SPACING	FIELD SPACING
◇	1 5/8"	1	455	10 SCREWS @ 6" O.C.	12" O.C.
◇	1 5/8"	1	1370	10 SCREWS @ 3" O.C.	12" O.C.

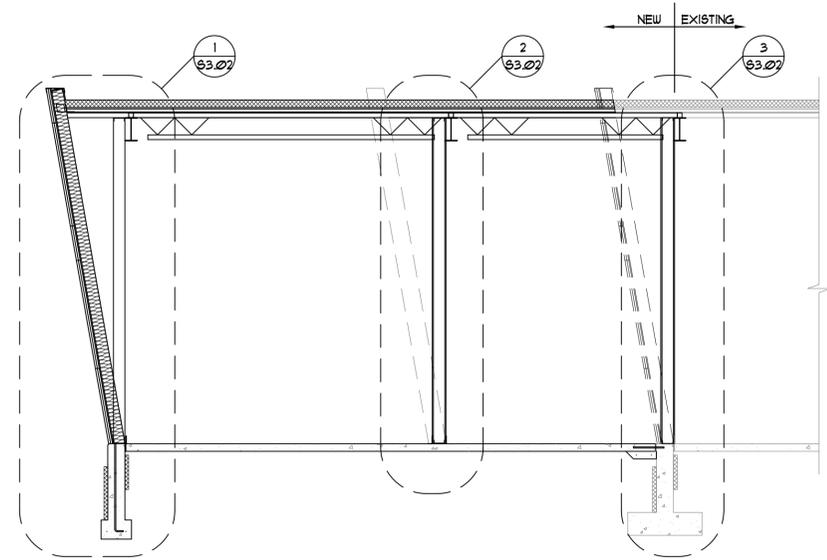
**SHEARWALL NOTES**  
 - PROVIDE BACKING @ ALL UNSUPPORTED EDGES W/ 1/2" GAUGE STRAPPING OR 43 MIL STUDS.



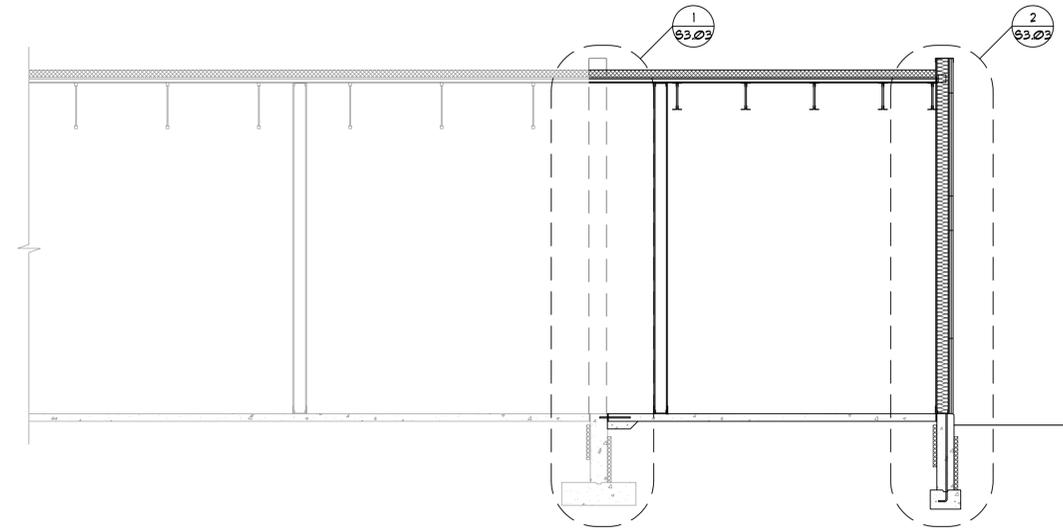
NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

**Roof Framing Plan**  
 Scale: 1/4" = 1'-0"

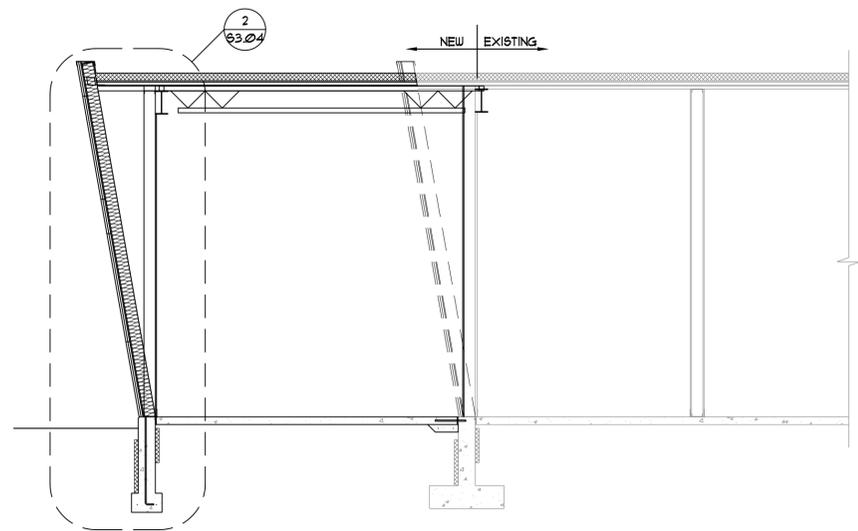
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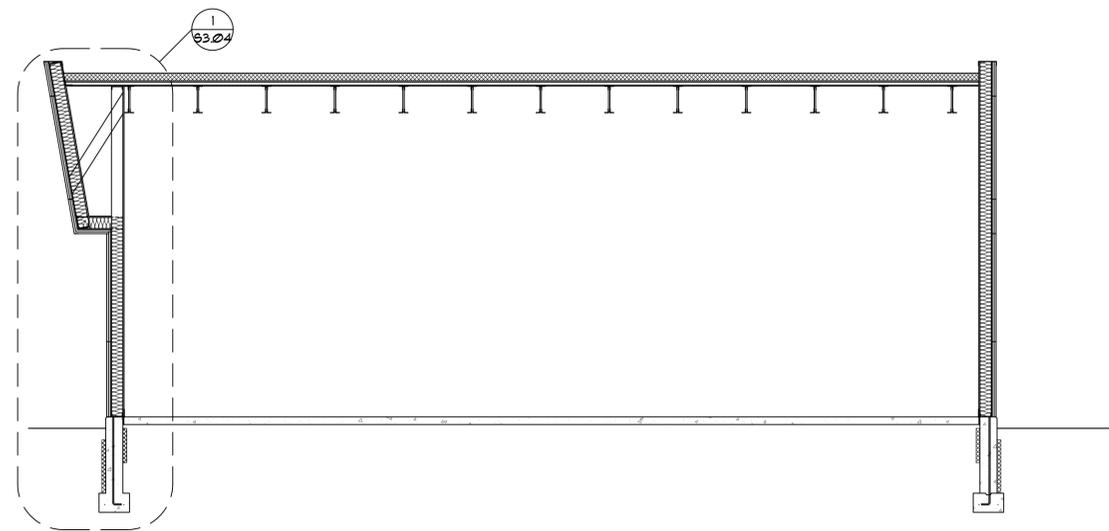
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2 Building Section  
Scale: 1/4" = 1'-0"



3 Building Section  
Scale: 1/4" = 1'-0"



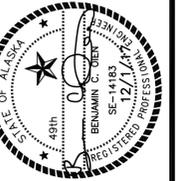
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Scale: 1/4" = 1'-0"



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**VALDEZ REGIONAL  
HEALTH CENTER  
02 GENERATOR ADDITION**  
VALDEZ, ALASKA

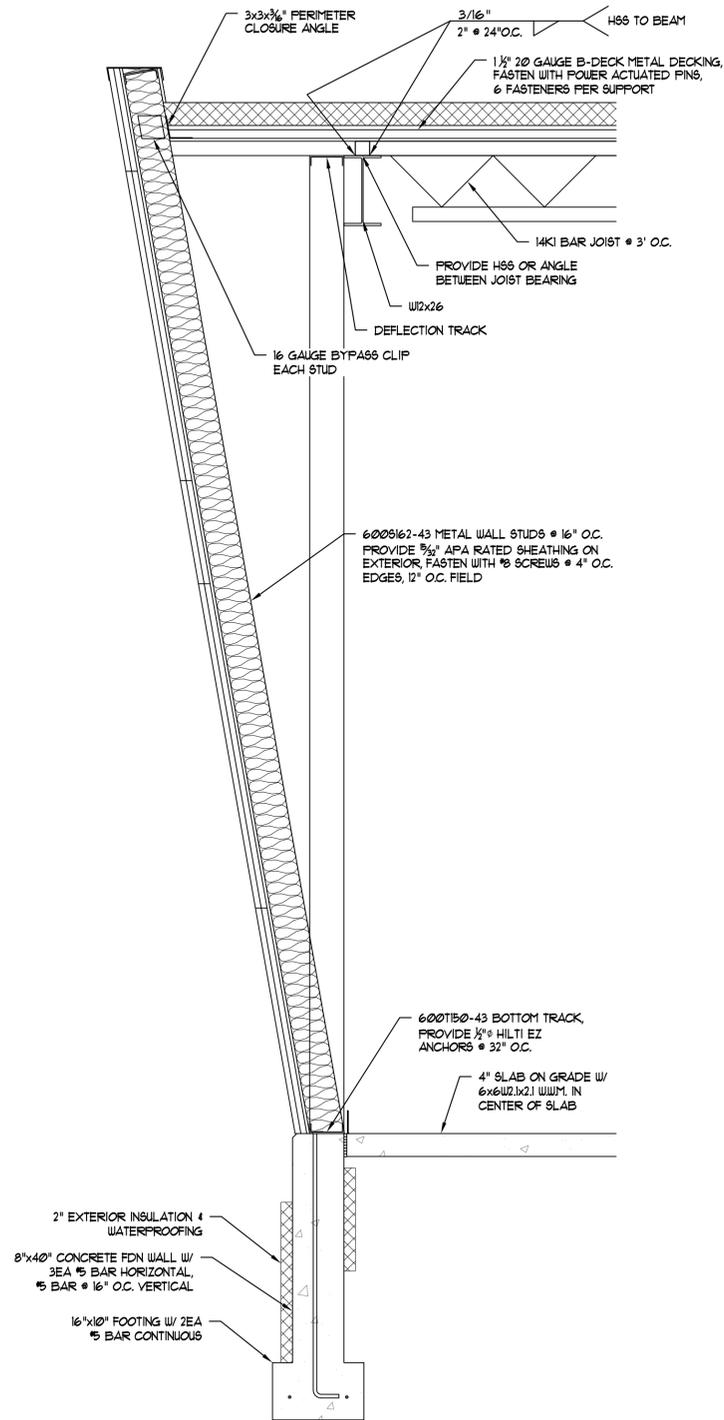
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CHECKED BCO	JOB NO. 13363

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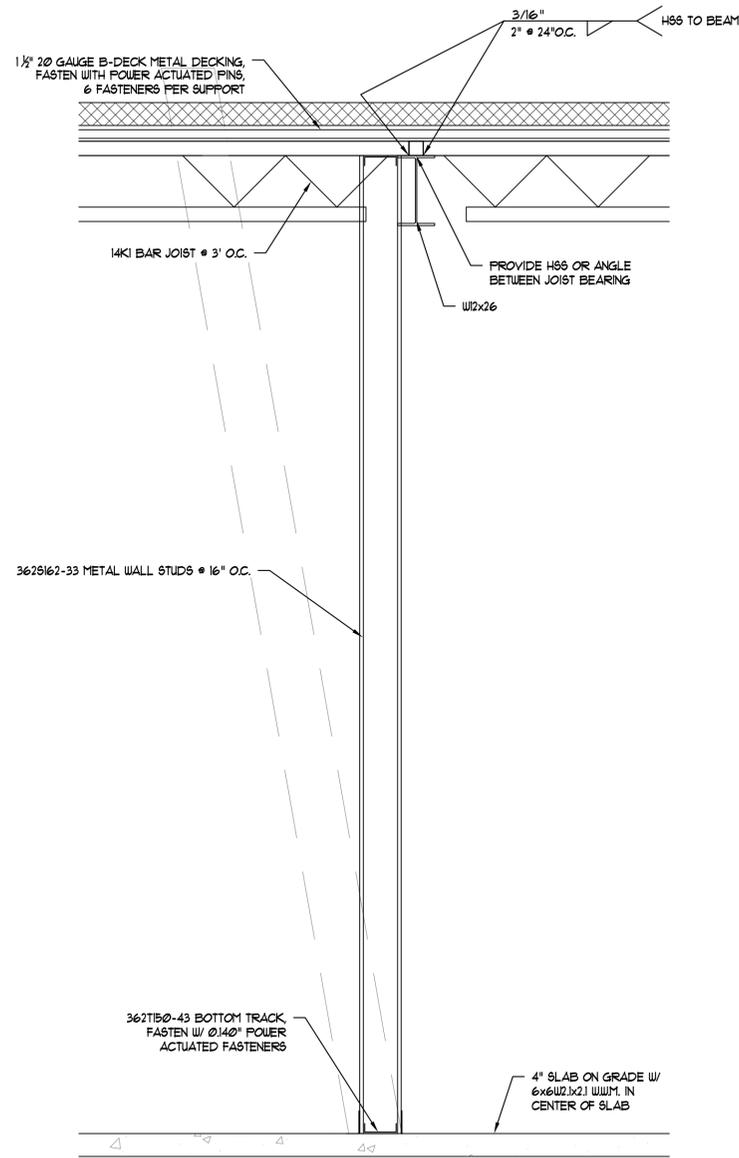
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DRAWING NO.  
**S3.01**

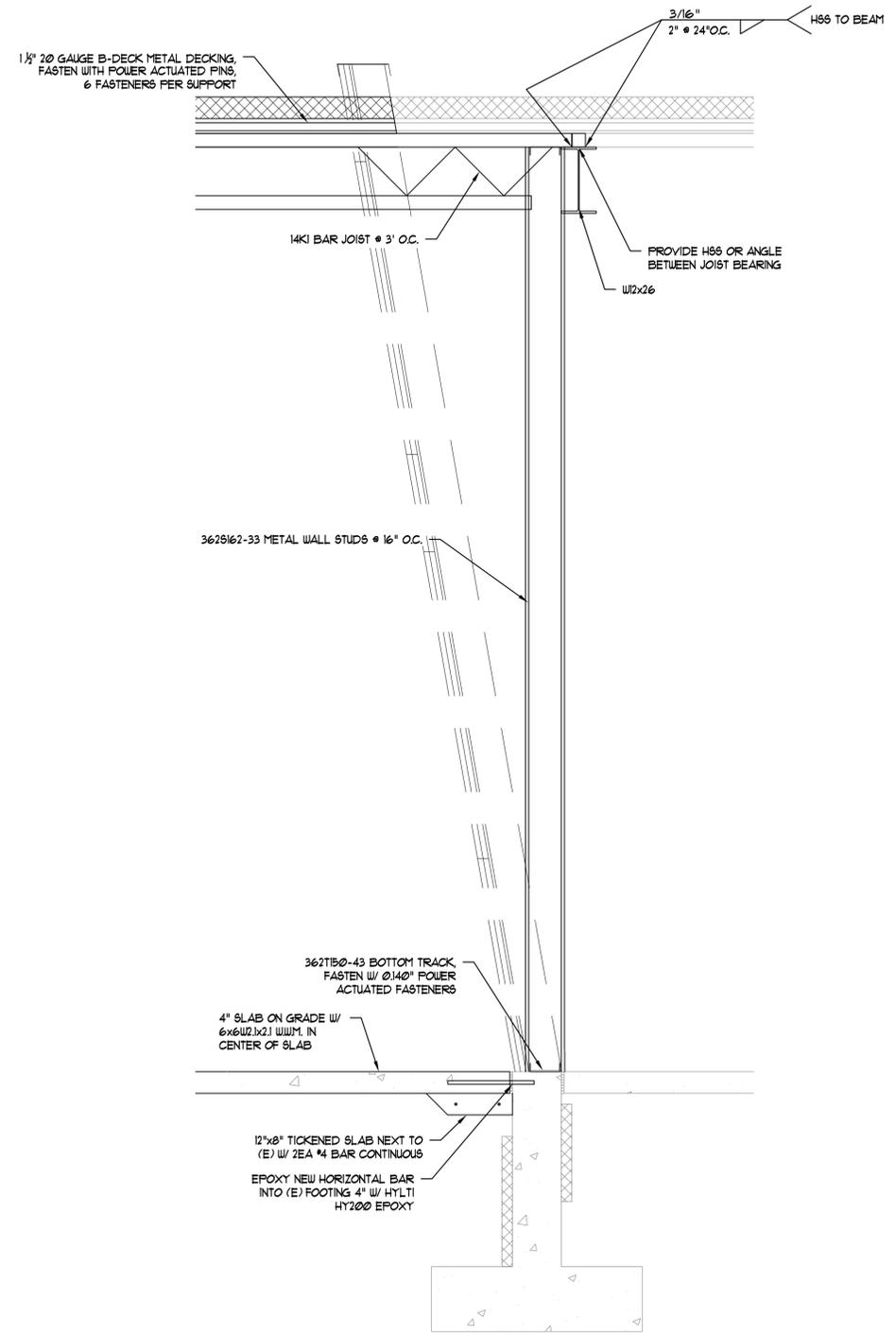
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Scale: 3/4" = 1'-0"



2 Wall Section  
Scale: 3/4" = 1'-0"

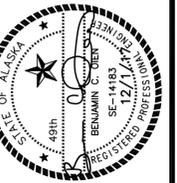


3 Wall Section  
Scale: 3/4" = 1'-0"



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**VALDEZ REGIONAL  
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O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

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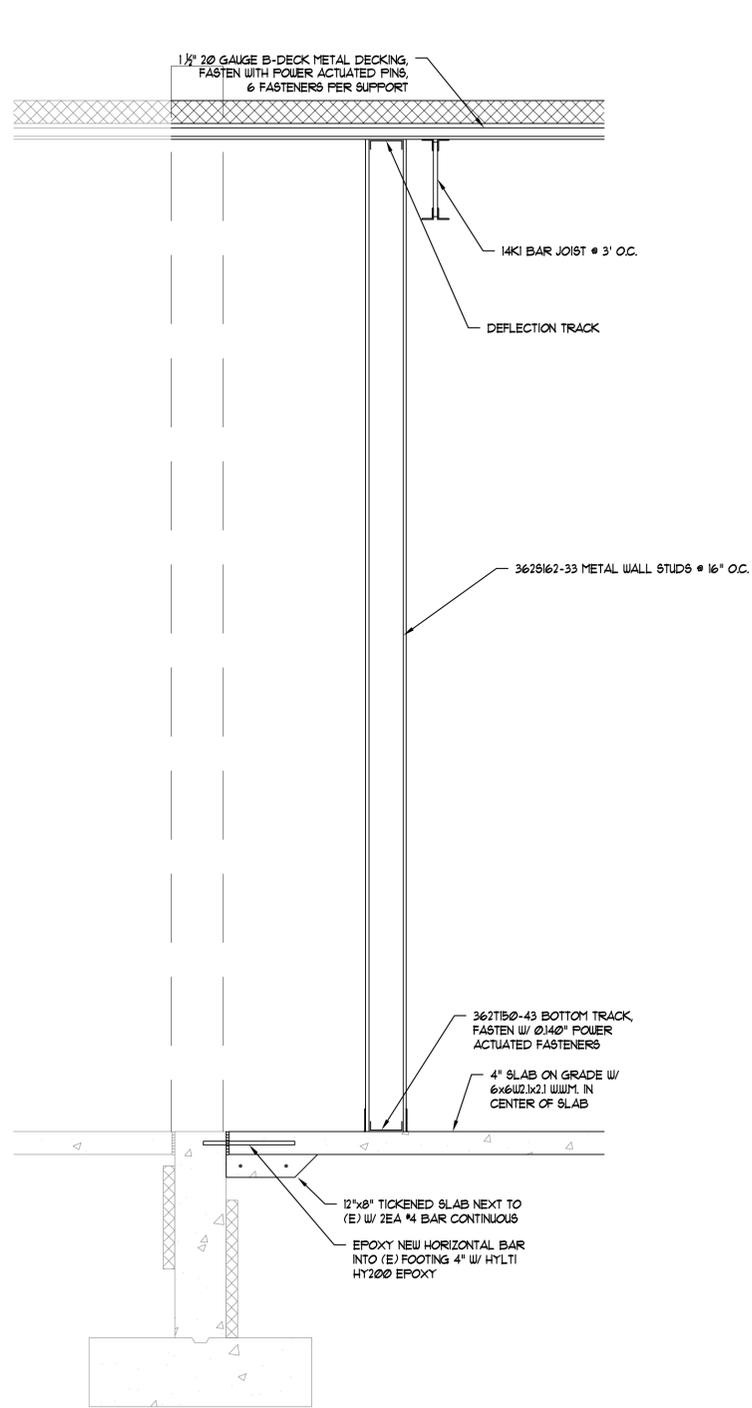
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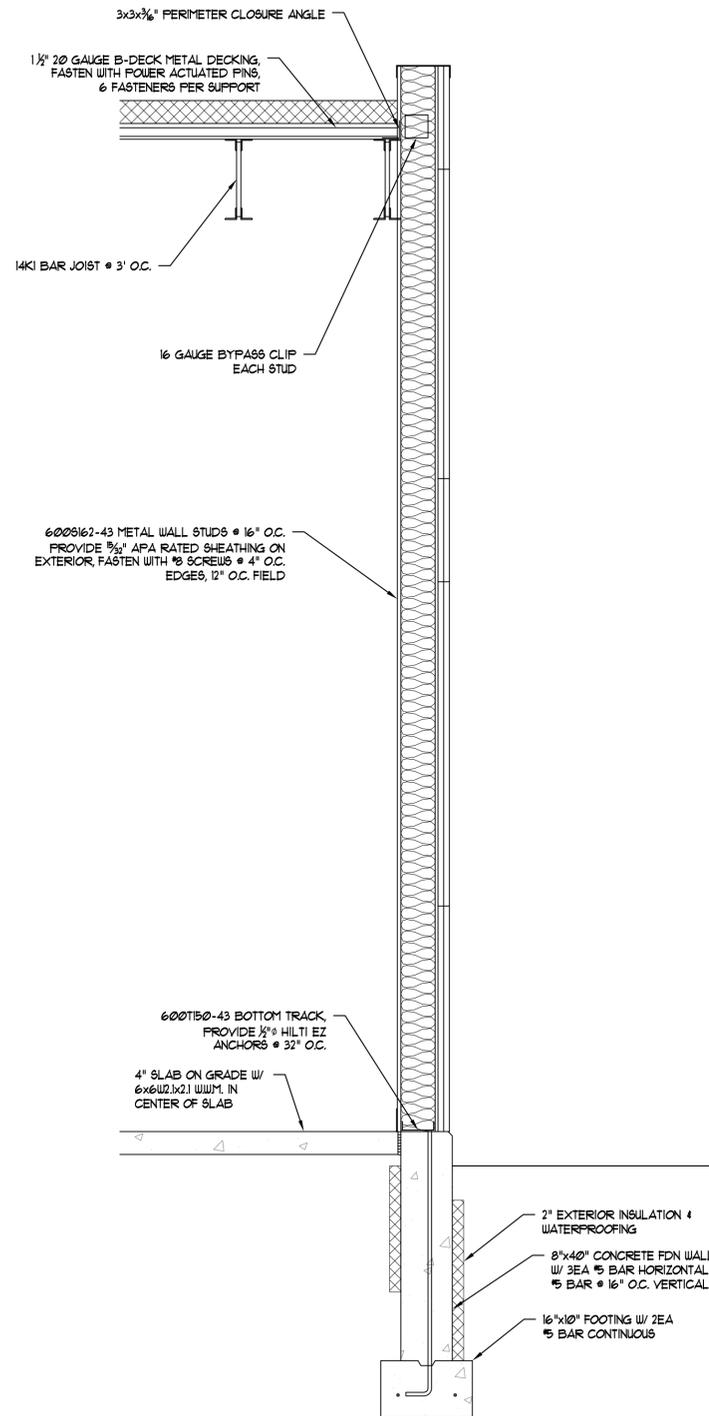
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NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



1 Wall Section  
Scale: 3/4" = 1'-0"



2 Wall Section  
Scale: 3/4" = 1'-0"

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VALDEZ, ALASKA

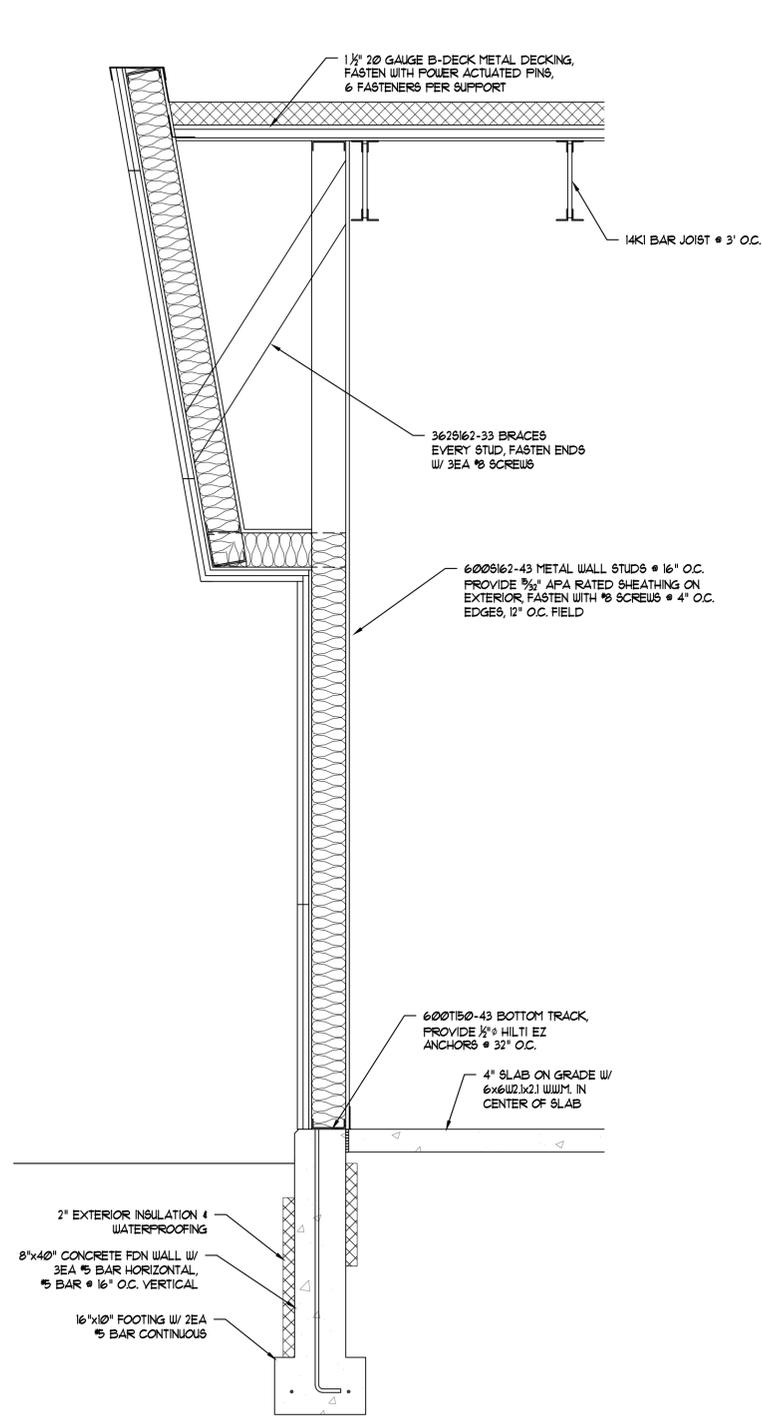
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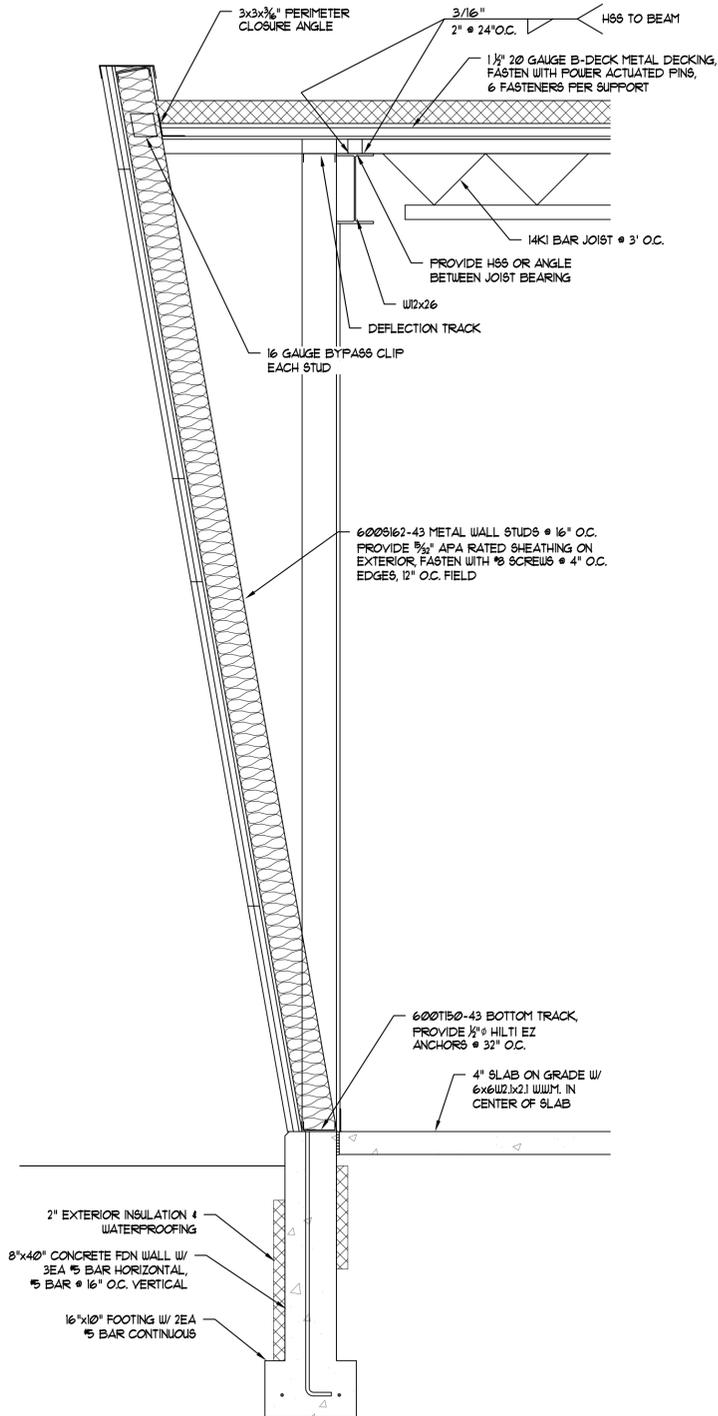
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NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



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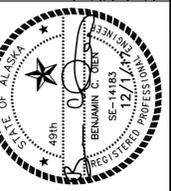
2 Wall Section  
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**VALDEZ REGIONAL  
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SHEET CONTENTS  
WALL SECTIONS

DRAWING NO.  
S3.04



# MECHANICAL SPECIFICATIONS

## GENERAL PROVISIONS

### SCOPE OF WORK

THIS PROJECT IS GENERALLY DESCRIBED AS COMPRISING OF RELOCATING THE OXYGEN GENERATOR SYSTEM TO A NEW ADDITION AT THE PROVIDENCE VALDEZ MEDICAL CENTER. IT INCLUDES THE ADDITION OF EQUIPMENT AND SYSTEMS TO SERVE THE HEATING, VENTILATION, AIR CONDITIONING, PIPING, PLUMBING, FIRE PROTECTION AND CONTROL FUNCTIONS IN THE FACILITY.

### INTENT OF DRAWINGS AND SPECIFICATIONS

THE INTENT OF THE CONTRACT DOCUMENTS IS FOR THE CONTRACTOR TO INCLUDE ALL WORK NECESSARY FOR COMPLETE MECHANICAL SYSTEMS, TESTED AND READY FOR OPERATION. BY SUBMITTING A PROPOSAL, THE CONTRACTOR REPRESENTS THEY HAVE MADE A THOROUGH EXAMINATION OF THE SITE, OF THE WORK AND ALL EXISTING CONDITIONS AND LIMITATIONS, AND THEY HAVE DETERMINED THE DOCUMENTS ARE ADEQUATE AND SATISFACTORY FOR THE COMPLETION OF THE WORK.

MECHANICAL DRAWINGS DO NOT ATTEMPT TO SHOW ALL ASPECTS OF BUILDING CONSTRUCTION, WHICH WILL AFFECT THE INSTALLATION OF MECHANICAL SYSTEMS. THE MECHANICAL DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO SHOW ALL OFFSETS AND FITTINGS THAT MAY BE REQUIRED FOR A COMPLETE INSTALLATION.

### CODES AND STANDARDS

PROVIDE ALL WORK IN COMPLIANCE WITH APPLICABLE LOCAL CODES AND STANDARDS. APPLICABLE CODES AND STANDARDS SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. 2012 NFPA 99
2. 2012 UNIFORM PLUMBING CODE
3. 2012 INTERNATIONAL MECHANICAL CODE
4. 2012 INTERNATIONAL FUEL GAS CODE
5. 2012 INTERNATIONAL FIRE CODE
6. 2012 INTERNATIONAL BUILDING CODE
7. 2012 INTERNATIONAL ENERGY CONSERVATION CODE
8. REQUIREMENTS OF OSHA AND EPA
9. NATIONAL FIRE PROTECTION ASSOCIATION CODES, LATEST EDITIONS
10. ASME CODES FOR BOILER AND PRESSURE VESSELS, LATEST EDITIONS
11. SMACNA HVAC DUCT CONSTRUCTION STANDARDS, LATEST EDITIONS
12. ALL LOCAL AND STATE AMENDMENTS
13. REQUIREMENTS OF ALL AGENCIES HAVING JURISDICTIONAL AUTHORITY OVER INSTALLATION

### COORDINATION AND SCHEDULING

PROVIDE ALL ADMINISTRATIVE AND SUPERVISORY REQUIREMENTS FOR THE COORDINATION AND SCHEDULING OF THE WORK. THE MECHANICAL CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE WORK OF OTHER CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND THE OWNER.

REVIEW ALL PROJECT DRAWINGS INCLUDING, BUT NOT LIMITED TO, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL DRAWINGS.

PLAN AND EXECUTE WORK IN COOPERATION WITH ALL OTHER TRADES. EVERY REASONABLE EFFORT SHALL BE MADE TO PROVIDE ALL CONCERNED WITH TIMELY NOTICE OF WORK AFFECTING OTHER TRADES TO PREVENT CONFLICTS OR INTERFERENCE AS TO SPACE REQUIREMENTS, DIMENSIONS, OPENINGS, BLOCK-OUTS, SLEEVING OR OTHER MATTERS WHICH WILL CAUSE DELAYS OR NECESSITATE WORK-AROUND METHODS.

### CONTRACTOR RESPONSIBILITY

THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN COMPLETE CONTROL OF THE CONSTRUCTED PROJECT, SUCH THAT THE COMPLETE PROJECT SHALL BE FREE OF DEFECTS AND IN CONFORMANCE WITH THE PROJECT DOCUMENTS.

THE CONTRACTOR SHALL UTILIZE PROCEDURES THAT ASSURE QUALITY CONSTRUCTION THROUGHOUT, WITH USE OF THE BEST INDUSTRY STANDARDS FOR THE SPECIFIC PROCESS USED. REMOVE AND REPLACE ANY WORK FOUND DEFECTIVE OR NOT COMPLYING WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS, AT NO ADDITIONAL COST TO THE OWNER.

### WORKMANSHIP

ALL WORK TO BE DONE BY WORKMEN SKILLED IN AND REGULARLY EMPLOYED AT THAT TRADE.

PROVIDE ALL MATERIALS, PRODUCTS AND EQUIPMENT IN STRICT ACCORDANCE WITH ALL GOVERNING CODES AND ORDINANCES. THEY MUST BE OF FIRST QUALITY AND IN LINE WITH THE BEST CURRENT PRACTICES.

CUTTING AND PATCHING SHALL BE KEPT TO A MINIMUM. ALL PATCHING TO MATCH EXISTING FINISH WORK. DO NOT CUT STRUCTURAL MEMBERS.

CONTRACTOR SHALL FIELD VERIFY PRIOR TO BIDDING. VERIFY SPACE AVAILABILITY PRIOR TO FABRICATION AND INSTALLATION OF ANY WORK. VERIFY EXACT DISTANCES BETWEEN POINTS SHOWN ON DRAWINGS BY ACTUAL MEASUREMENT AT SITE.

REMOVE ALL WASTE MATERIALS AND RUBBISH FROM THE SITE, THOROUGHLY CLEAN ALL SURFACES OF WORK, AND LEAVE READY FOR OCCUPANCY BY THE OWNER. THE OWNER WILL VERIFY THE COMPLETION AND/OR CORRECTION OF THE ITEMS ABOVE.

### SUBMITTALS

SUBMIT TECHNICAL DATA AND REQUIRED INFORMATION ON EQUIPMENT AND MATERIALS AS FOLLOWS:

1. PRODUCT DATA: SUBMIT MANUFACTURER'S PRODUCT DATA FOR THE ITEMS LISTED IN THE INDIVIDUAL SPECIFICATION SECTIONS. PRODUCT DATA SHALL DEMONSTRATE COMPLIANCE WITH ALL SPECIFIED FEATURES AND REQUIREMENTS.
2. SHOP DRAWINGS: SUBMIT CONTRACTOR PREPARED DRAWINGS OF CONTRACTOR FABRICATED MECHANICAL SYSTEMS. DRAWINGS SHALL BE PREPARED AT 1/4" SCALE USING COMPUTER AIDED SOFTWARE UNLESS INDICATED OTHERWISE. DRAWINGS SHALL SHOW EXACT LOCATION OF EQUIPMENT, PIPING AND DUCTWORK, EACH SECTION OF SHOP FABRICATED DUCT OR PIPE AND LOCATION OF FIELD JOINTS, SUPPORTS AND BUILDING ATTACHMENTS.
3. REPORTS AND CERTIFICATES: INDICATE AND INTERPRET TEST RESULTS FOR COMPLIANCE WITH PERFORMANCE REQUIREMENTS. PROVIDE PERFORMANCE CERTIFICATES.
4. EQUIPMENT SEISMIC RESTRAINT: CONTRACTOR TO PROVIDE STRUCTURAL AND SEISMIC CALCULATIONS PLUS FASTENING DETAILS FOR ALL APPLICABLE EQUIPMENT TO INCLUDE ENGINEER'S STAMP AND SIGNATURE, FOR STRUCTURAL REVIEW ON A DEFERRED SUBMITTAL BASIS.

### PERMITS, INSPECTIONS AND FEES

CONTRACTOR SHALL ARRANGE AND PAY FOR ALL PERMITS, FEES, AND INSPECTIONS REQUIRED IN CONNECTION WITH THIS INSTALLATION. THE CONTRACTOR SHALL PRESENT THE OWNER WITH PROPERLY SIGNED CERTIFICATES OF FINAL INSPECTION BEFORE THE WORK WILL BE ACCEPTED.

CONTRACTOR SHALL CALL FOR ALL INSPECTIONS BY LOCAL BUILDING OFFICIALS WHEN THEY BECOME DUE, AND SHALL NOT COVER ANY WORK UNTIL APPROVED BY THESE GOVERNING AUTHORITIES.

CONTRACTOR SHALL MAKE ALL ARRANGEMENTS WITH UTILITY COMPANIES FOR WATER, STEAM, GAS AND DRAINAGE SERVICES, ETC., ASSOCIATED WITH THE WORK AND INCLUDE REQUIRED PAYMENTS FOR METERS, PIPING, SERVICES, CONNECTION CHARGES AND MATERIALS FURNISHED AND INSTALLED BY UTILITY COMPANIES. WORK AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH RULES OF RESPECTIVE AUTHORITIES.

### FINAL CHECKOUT AND PROJECT CLOSEOUT

THE OWNER HAS FULL AUTHORITY TO SEE THAT THE WORK IS PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

THE OWNER WILL REQUIRE A COMPLETE FINAL INSPECTION OF ALL PARTS OF THE WORK. WORK SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: PLUMBING, PIPING, EQUIPMENT, DUCTWORK, WIRING, AND FINISH WORK.

THE OWNER WILL REQUIRE A WRITTEN GUARANTY THAT ALL MATERIALS AND WORKMANSHIP THAT PROVE DEFECTIVE WITHIN ONE YEAR AFTER DATE OF ACCEPTANCE WILL BE REPLACED.

### OPERATION AND MAINTENANCE MANUAL

INCLUDE WARRANTY CERTIFICATES FOR ALL EQUIPMENT WHERE EXTENDED WARRANTIES ARE EITHER OFFERED OR REQUIRED; PROVIDE SUPPLIER CONTACT INFORMATION.

# MECHANICAL SPECIFICATIONS CONT'D

## BASIC MATERIALS & METHODS

### BASIC MATERIALS

1. HEATING SYSTEM: COPPER PIPE: TYPE L, ASTM B88, WITH SWEAT FITTINGS AND 430 SILVER SOLDER JOINTS.
2. PROPANE GAS PIPE: BLACK STEEL, ASTM A120 OR A53 GRADE A OR B, STANDARD WEIGHT. FLEXIBLE CONNECTORS AT ALL OUTSIDE GRADE PENETRATIONS, ANSI Z21.24 COPPER ALLOY. STEEL FITTINGS.
3. LOW PRESSURE (7" WC), NPS 3/4 TO 2 INCH – STEEL PIPE WITH THREADED JOINTS AND MALLEABLE-IRON THREADED FITTINGS.
4. LOW PRESSURE MEDICAL GAS PIPE AND FITTINGS: COPPER TUBING; TYPE L, HARD-DRAWN; FITTINGS, LONG RADIUS WROUGHT COPPER ALLOY, AND SILVER BRAZING OF ALL FITTINGS AND JOINTS. COMPLY WITH NFPA 99. OXYGEN AND MEDICAL AIR PIPING SHALL BE PRE-CLEANED AND CAPPED BEFORE USE. FACTORY-CLEANED AND SEALED PIPING SHALL HAVE ENDS KEPT SEALED UNTIL IMMEDIATELY READY FOR USE. PROVIDE TEMPORARY CAPS FOR ALL PIPES AND STATIONS DURING CONSTRUCTION.
5. HIGH PRESSURE OXYGEN PIPING: STAINLESS STEEL TUBING WITH SWAGLOCK FITTINGS, 3000 PSI PRESSURE RATING.
6. VALVES: SELECT VALVES OF THE BEST TYPE AND QUALITY SUITED FOR THE SPECIFIC SERVICE AND PIPING SYSTEM USED. MINIMUM WORKING PRESSURE 150 PSIG W.O.G.
7. BALANCING VALVES: CIRCUIT SETTER TYPE, DUCTILE IRON BODY WITH BRONZE DISC, SUITABLE FOR FLOW MEASUREMENT, FLOW BALANCING, AND TIGHT SHUTOFF.
8. AIR VENTS: AUTOMATIC – FLOAT OPERATED TYPE, 75 PSIG WORKING PRESSURE. MANUAL – DISC-TYPE WITH BUILT IN CHECK VALVE, 50 PSIG WORKING PRESSURE.
9. AUTOMATIC AIR VENTS AT HIGH POINTS OF UNIT HEATERS.
10. DIELECTRIC UNIONS: PROVIDE AT EACH JOINT BETWEEN DISSIMILAR-METALS.
11. ESCUTCHEON PLATES: SPRING CLIP TYPE AT WALLS AND CEILINGS.
12. PIPE INSULATION: FIBERGLASS PIPE INSULATION WITH FACTORY APPLIED ALL-SERVICE JACKET; FACTORY PRE-MOLDED PVC FITTING AND VALVE COVERS. THERMAL CONDUCTIVITY K=0.24 AT 100°F MEAN TEMPERATURE. THICKNESS: 1.0-INCH FOR HEATING SUPPLY AND RETURN SYSTEM AND VENTS IN NON-HEATED AREAS. PROVIDE A 20 GAUGE SHEET METAL SLEEVE WITH MINERAL WOOL PACKING, FULL DEPTH, AT ALL WALL PENETRATIONS.
13. PIPE SUPPORTS: SUPPORT SINGLE PIPES WITH INDIVIDUAL HANGERS OR PROVIDE MULTIPLE PIPE TRAPEZE HANGERS. INSTALL COLD WATER PIPE HANGERS ON THE OUTSIDE OF THE INSULATION. SUPPORT FROM BEAMS USING APPROPRIATE BEAM CLAMPS AND HANGER RODS. SUPPORT HORIZONTAL PIPING RUNS AT FIVE FEET ON CENTERS AND AT CHANGES OF DIRECTION. CONFORM TO IMC AND UPC REQUIREMENTS.
14. DUCTWORK: ALL DUCTWORK SHALL BE GALVANIZED STEEL, FABRICATED AND INSTALLED IN ACCORDANCE WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS, 2" W.G. PRESSURE CLASS FOR LOW PRESSURE SYSTEMS. DUCT SEALER SHALL BE UL LABELED DUST SEALER AS MANUFACTURED BY 3M COMPANY OR EQUAL. EXPOSED DUCT FITTINGS SHALL BE SEALED WITH HARDCAST DUCT SEALANT TAPE APPLIED IN A NEAT AND UNIFORM STYLE. HARDCAST TAPE SHALL BE SUITABLE FOR PAINTING (PAINTING BY OTHERS). DUCT FITTINGS SHALL BE FABRICATED IN ACCORDANCE WITH SMACNA STANDARDS. DUCT RUNS SHALL COORDINATE WITH WALLS, SUSPENDED CEILINGS, LIGHT FIXTURES, ROOF TRUSSES AND SIMILAR FINISHED WORK. DUCT OPENING SHALL BE COVERED DURING CONSTRUCTION TO PREVENT ENTRANCE OF DUST AND DEBRIS.
15. DUCT INSULATION: ALL OUTSIDE AIR INTAKE DUCTWORK AND EXHAUST DUCTWORK SHALL BE INSULATED WITH A COMMERCIAL GRADE, GLASS FIBER, REINFORCED FOIL FACED DUCT WRAP INSULATION SIMILAR TO OWENS-CORNING TYPE 150, 2" NOMINAL THICKNESS, 1.5# DENSITY, OR APPROVED EQUAL. INSULATION SHALL BE APPLIED TO COVER ALL EXTERIOR SURFACES OF DUCTWORK AND SEALED TIGHTLY TO PREVENT LEAKAGE.
16. VALVE TAGS: LAMINATED THREE-LAYER PLASTIC WITH ENGRAVED BLACK LETTERS ON LIGHT CONTRASTING BACKGROUND COLOR, MINIMUM 1-1/2 INCHES DIA. METAL TAGS: BRASS WITH STAMPED LETTERS; TAG SIZE, MINIMUM 1-1/2 INCHES DIAMETER WITH SMOOTH EDGES. TAG CHART: TYPEWRITTEN LETTER SIZE LIST OF APPLIED TAGS AND LOCATION IN ANODIZED ALUMINUM FRAME.

### ADDITIONAL METHODS

COORDINATE ALL NEW WORK WITH THE CONDUITS, LIGHTS, HANGERS, STRUCTURAL MEMBERS AND OTHER TRADES.

SUBMIT PROJECT DATA, WARRANTIES, AND O&M DATA FOR REVIEW.

SEE SCHEDULES FOR EQUIPMENT REQUIREMENTS AND SPECIFICATIONS.

INSTALL ALL EQUIPMENT ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. INSTALL ONLY PRODUCTS SPECIFICALLY DESIGNED AND APPROVED FOR THE TYPE OF OPERATION OR SERVICE.

### TESTING & CLEANING

TEST THE HEATING WATER SYSTEMS AT 100 PSI WITH NO PRESSURE DROP OVER A FOUR HOUR PERIOD, WITH SYSTEM STABILIZED AT DESIGN TEMPERATURE. OBSERVE SYSTEM FOR LEAKS, FAULTY CIRCULATION, EXPANSION AND CONTRACTION, AND REPAIR ANY DEFICIENCIES.

PRESSURE FLUSH THE HEATING PIPING TO REMOVE IRON OXIDES AND MILL SCALE FROM THE SYSTEM. FLUSH THE PIPING WITH TRISODIUM PHOSPHATE SOLUTION, 1 POUND FOR EACH 50 GALLONS OF WATER WHICH SHALL BE CIRCULATED FOR FOUR HOURS, THEN DRAINED AND FLUSHED WITH CLEAN WATER. REPEAT THIS PROCESS UNTIL THE SYSTEM IS CLEAN. EXERCISE PROPER CARE DURING CLEANING AND FLUSHING OF SYSTEM TO ENSURE NO DAMAGE IS DONE TO ANY EQUIPMENT, VALVES, OR FITTINGS.

### BALANCING & STARTUP

AN INDEPENDENT AIR BALANCING COMPANY WILL PERFORM THE AIR BALANCING OF THE COMPLETE HEATING AND HVAC SYSTEMS PER THE SMACNA BALANCING AND ADJUSTMENT MANUAL. ADJUST AIR QUANTITIES TO WITHIN 5% OF THE DESIGN VALUES.

TESTING AND BALANCING OF THE HEATING SYSTEM BEGINS BY VERIFYING THE AIR VENTS, AT THE HIGH POINTS OF THE SYSTEM, ARE OPERATING FREELY. ENSURE ALL AIR IS REMOVED FROM THE CIRCULATING SYSTEM. SET TEMPERATURE CONTROLS SO THAT AUTOMATIC VALVES ARE OPEN TO FULL FLOW THROUGH THE HEATING DEVICE. UPON COMPLETION OF FLOW READINGS AND ADJUSTMENTS, MARK ALL SETTINGS AND RECORD ALL DATA. DELIVER THE TESTING METER TO THE OWNER.

COMPLETE AND SUBMIT THE FINAL TESTING AND BALANCING REPORT BEFORE THE PROJECT IS COMPLETE.

FIELD SERVICES: THE MANUFACTURER'S REPRESENTATIVE SHALL PROVIDE THE SERVICES OF A LOCAL FACTORY AUTHORIZED SERVICE TECHNICIAN TO SUPERVISE ALL PHASES OF THE STARTUP FOR THE BOILERS AND VARIABLE FREQUENCY DRIVES.

### CONTROLS

#### CONTROL REQUIREMENTS

PROVIDE AN EXTENSION OF THE EXISTING DIRECT DIGITAL CONTROL (DDC) AUTOMATIC TEMPERATURE CONTROL SYSTEM TO PROVIDE THE EQUIPMENT CONTROL SEQUENCES NOTED BELOW. THE DDC SYSTEM SHALL BE FULLY INTEGRATED AND INSTALLED AS A COMPLETE PACKAGE OF CONTROLS AND INSTRUMENTATION. THE SYSTEM SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL COMPUTER SOFTWARE AND HARDWARE, OPERATOR INPUT/OUTPUT DEVICES, SENSORS AND CONTROLS REQUIRED FOR COMPLETE OPERATION.

PROVIDE SYSTEM VERIFICATION TIME ALLOWANCE FOR SEQUENCE CHECK-OFF, AS WELL AS 10 HOURS TRAINING WITH OWNER.

ALL COMPONENTS USED WILL BE ONLY COMMERCIAL GRADE. PROVIDE ALL EQUIPMENT FOR A COMPLETE AND OPERATIONAL SYSTEM.

CONTROL WIRING: PROVIDE ELECTRIC WIRING AND WIRING CONNECTIONS REQUIRED FOR THE INSTALLATION OF THE CONTROL SYSTEM. COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE.

THE CONTROL CONTRACTOR SHALL WORK WITH AND COORDINATE WITH THE ENGINEER ON THE COMPONENTS, SEQUENCES OF OPERATION AND SYSTEM CAPABILITIES.

### SEQUENCE OF OPERATION

#### MEDICAL GAS ALARM PANELS AND DEVICES

1. TWO EXISTING MEDICAL GAS ALARM PANELS ARE PRESENT, ONE AT THE NURSE STATION AND ONE IN THE ADJACENT MAINTENANCE BUILDING.
2. ADD ALARM POINT AT BOTH PANELS FOR "LOW OXYGEN CONCENTRATION - O2 GENERATOR SYSTEM"
3. ADD ALARM POINT AT BOTH PANELS FOR "EXHAUST FAN FAILURE - MED GAS STORAGE ROOM" AND "EXHAUST FAN FAILURE - O2 GENERATOR ROOM"
4. PROVIDE NEW OXYGEN CONCENTRATION SENSORS IN MED GAS STORAGE ROOM AND OXYGEN GENERATOR ROOM.
5. ADD ALARM POINT AT BOTH PANELS FOR "OXYGEN CONCENTRATION LOW - O2 GENERATOR ROOM"
6. ADD ALARM POINT AT BOTH PANELS FOR "OXYGEN CONCENTRATION HIGH - MED GAS STORAGE ROOM" AND "OXYGEN CONCENTRATION HIGH - O2 GENERATOR ROOM"
7. PROVIDE NEW PERMANENT LABELS AT BOTH PANELS FOR ALL NEW AND EXISTING ALARM DESCRIPTIONS.
8. PROVIDE CONNECTION TO NEW AUDIBLE/VISUAL ALARMS IN THE MED GAS STORAGE ROOM AND OXYGEN GENERATOR ROOM FOR ALARM CONDITIONS.

#### AIR SYSTEMS

1. EXHAUST FANS: SEE FAN SCHEDULE FOR ADDITIONAL CONTROL INFORMATION.
2. EF-1: FAN SHALL OPERATE CONTINUOUSLY AND CONNECT TO EXISTING DDC SYSTEM.
3. EF-2: FAN SHALL OPERATE CONTINUOUSLY AND CONNECT TO EXISTING DDC SYSTEM.

#### MISC. HEATING CONTROLS

1. UNIT HEATERS (UH): A ROOM THERMOSTAT SHALL CYCLE THE FAN TO MAINTAIN THE SELECTED SPACE TEMPERATURE. INITIAL SETPOINT SHALL BE 60° F. CONNECT TO EXISTING DDC SYSTEM WITH ROOM TEMPERATURE SETPOINT AND LOW TEMPERATURE ALARM.

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

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**VALDEZ REGIONAL  
HEALTH CENTER  
O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

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SPECIFICATIONS

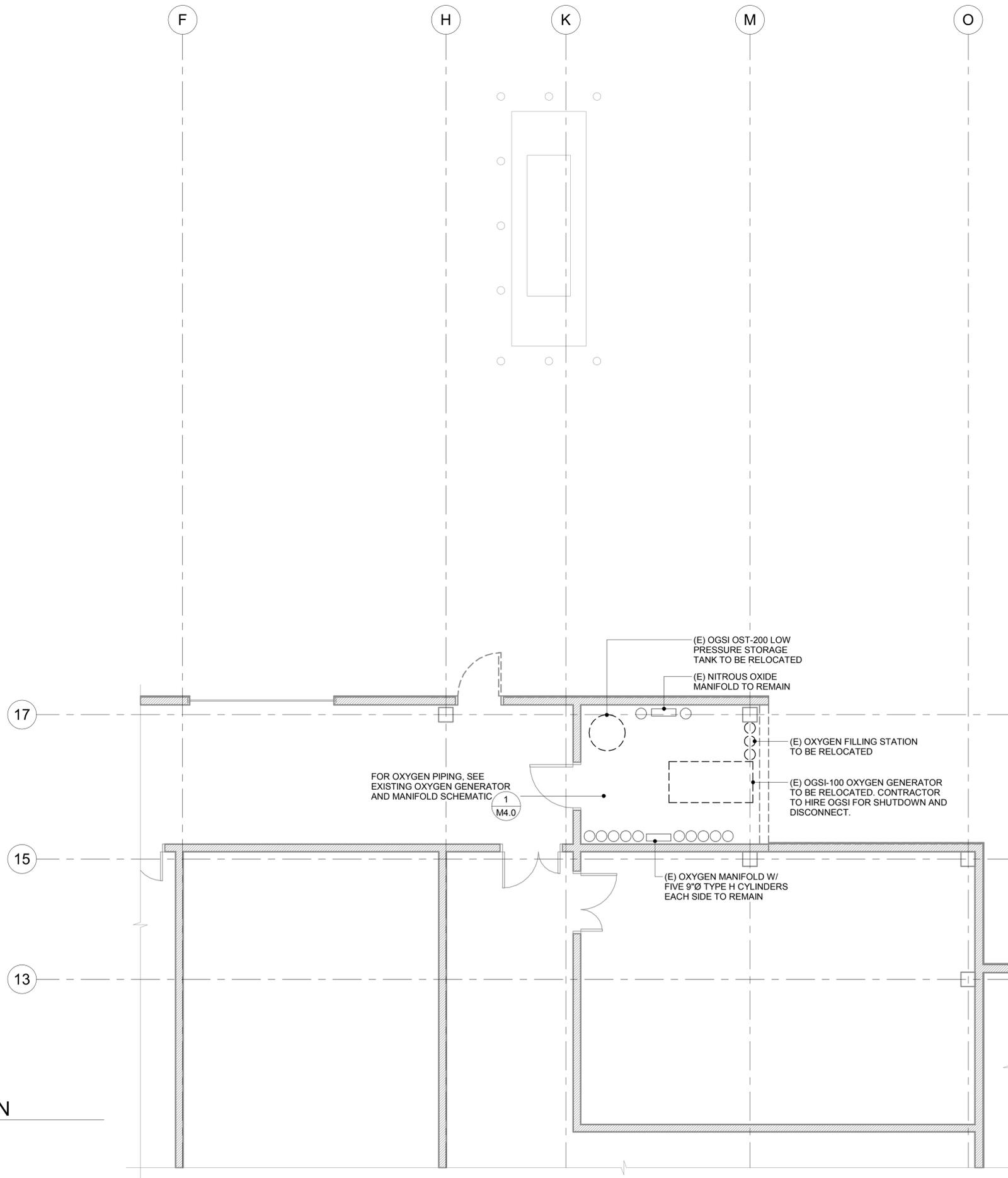
DRAWING NO.

M1.1

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

# 1 PARTIAL FLOOR PLAN - MEDICAL GAS - DEMOLITION

1/4" = 1'-0"



**Winchester Alaska, Inc.**  
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AECL 1146



## VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION

VALDEZ, ALASKA

DRAWN EH	DATE 12/1/2017
CHECKED GJ	JOB NO. 2017-35

SHEET CONTENTS

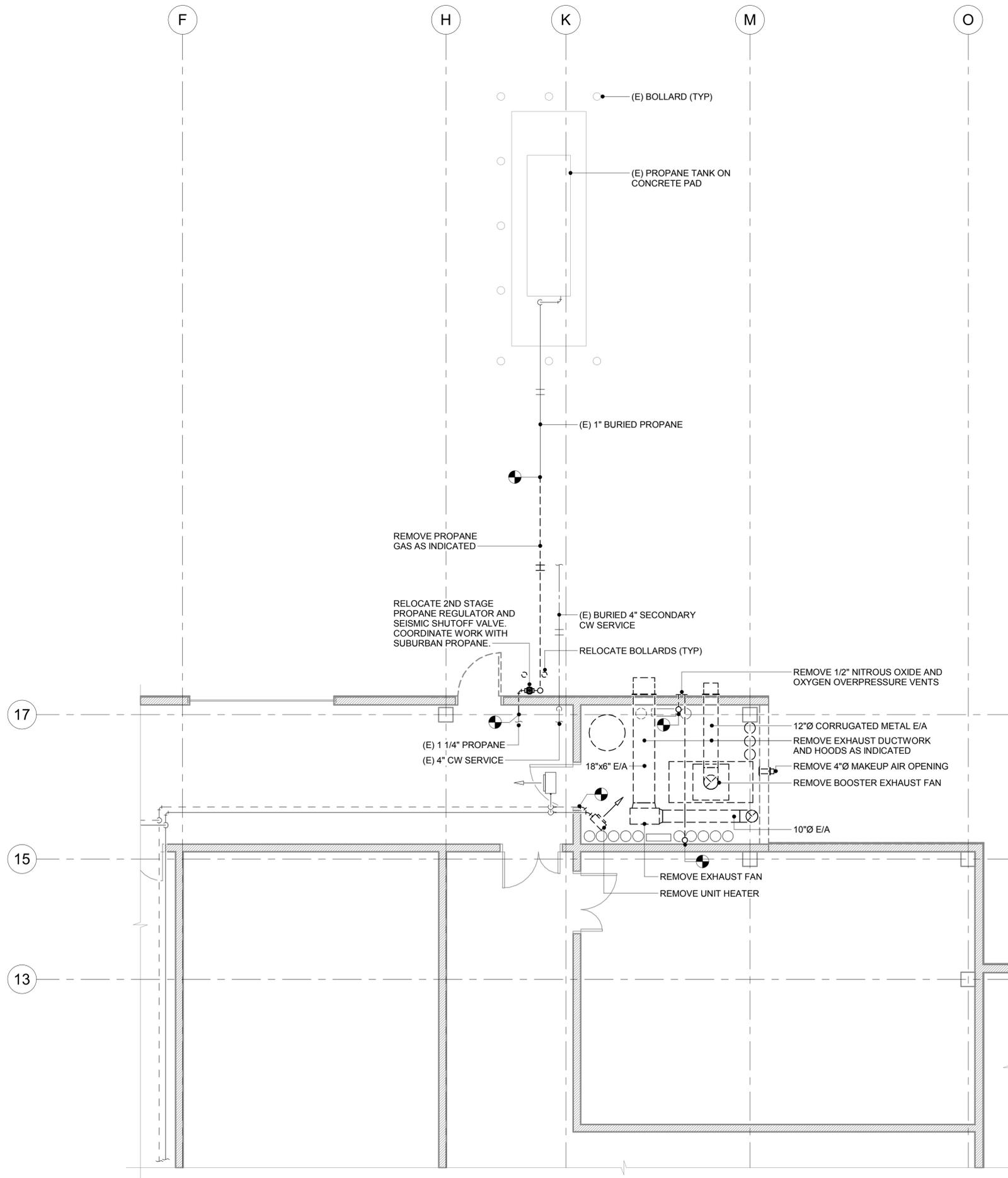
PARTIAL FLOOR PLAN - MEDICAL GAS - DEMOLITION

DRAWING NO.  
**M2.01**

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

# 1 PARTIAL FLOOR PLAN - HVAC - DEMOLITION

1/4" = 1'-0"



## VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION

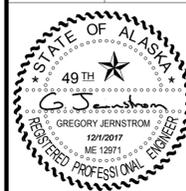
VALDEZ, ALASKA

DRAWN EH	DATE 12/1/2017
CHECKED GJ	JOB NO. 2017-35

SHEET CONTENTS

PARTIAL FLOOR PLAN - HVAC - DEMOLITION

DRAWING NO.  
**M2.02**



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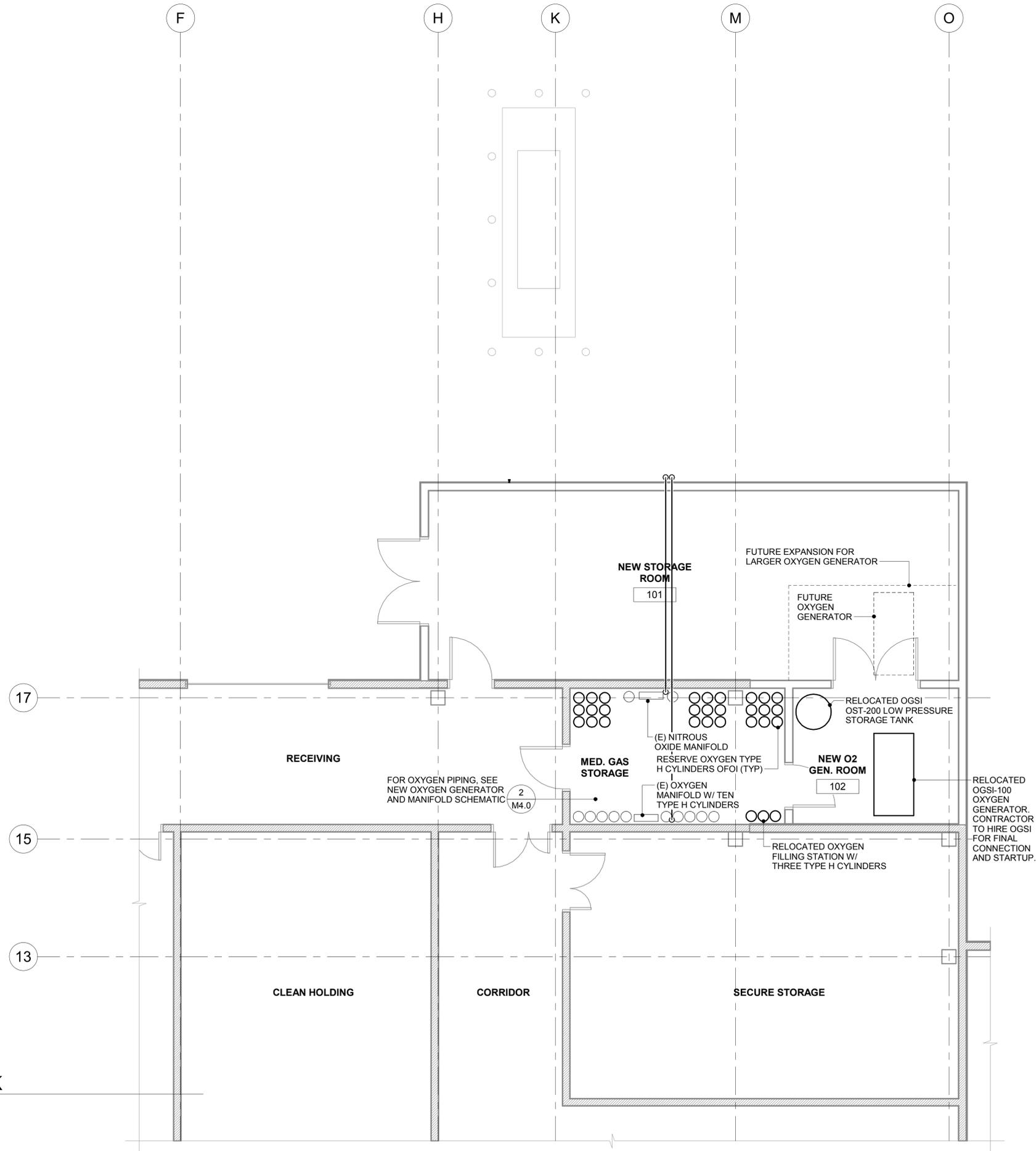
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AECL 1146

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

# 1 PARTIAL FLOOR PLAN - MEDICAL GAS - NEW WORK

1/4" = 1'-0"



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## VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION

VALDEZ, ALASKA

DRAWN EH	DATE 12/1/2011
CHECKED GJ	JOB NO. 2011-35

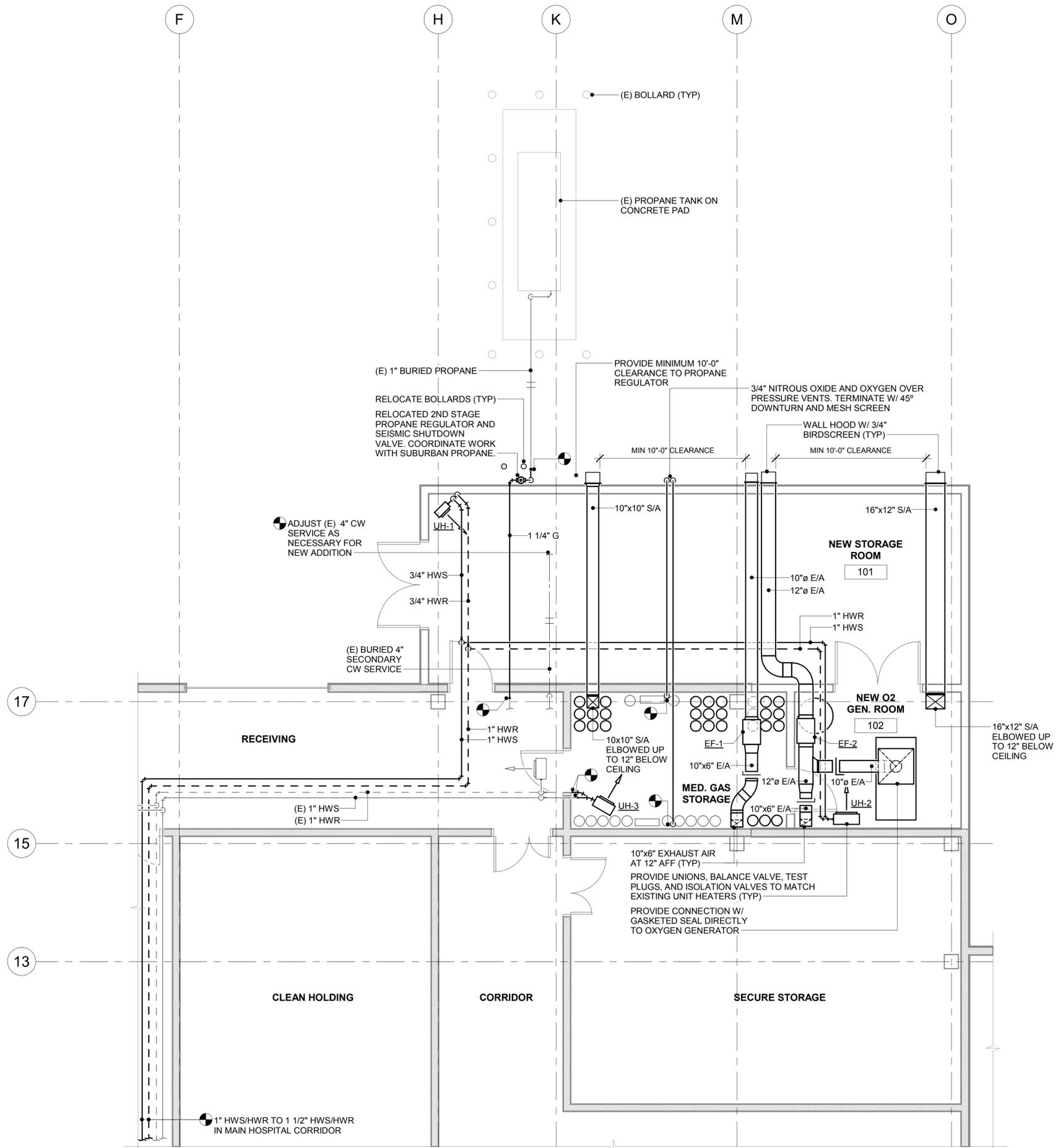
SHEET CONTENTS

PARTIAL FLOOR PLAN - MEDICAL GAS - NEW WORK

DRAWING NO.  
**M3.01**

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

**1 PARTIAL FLOOR PLAN - HVAC - NEW WORK**  
1/4" = 1'-0"



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**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

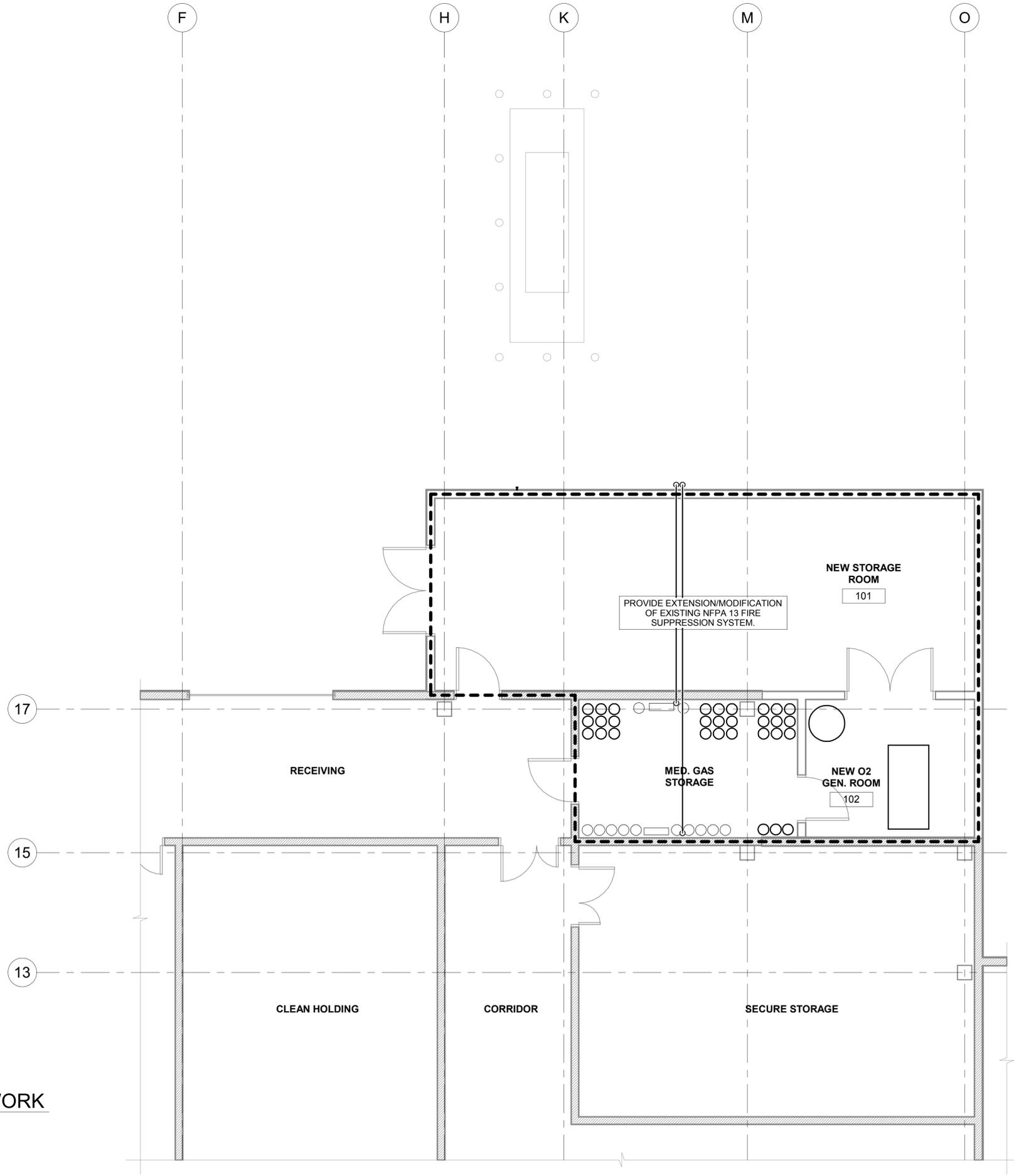
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CHECKED GJ	JOB NO. 2011-35

SHEET CONTENTS  
PARTIAL FLOOR PLAN - HVAC - NEW WORK

DRAWING NO.  
**M3.02**

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

**1 PARTIAL FLOOR PLAN - FIRE PROTECTION - NEW WORK**  
1/4" = 1'-0"



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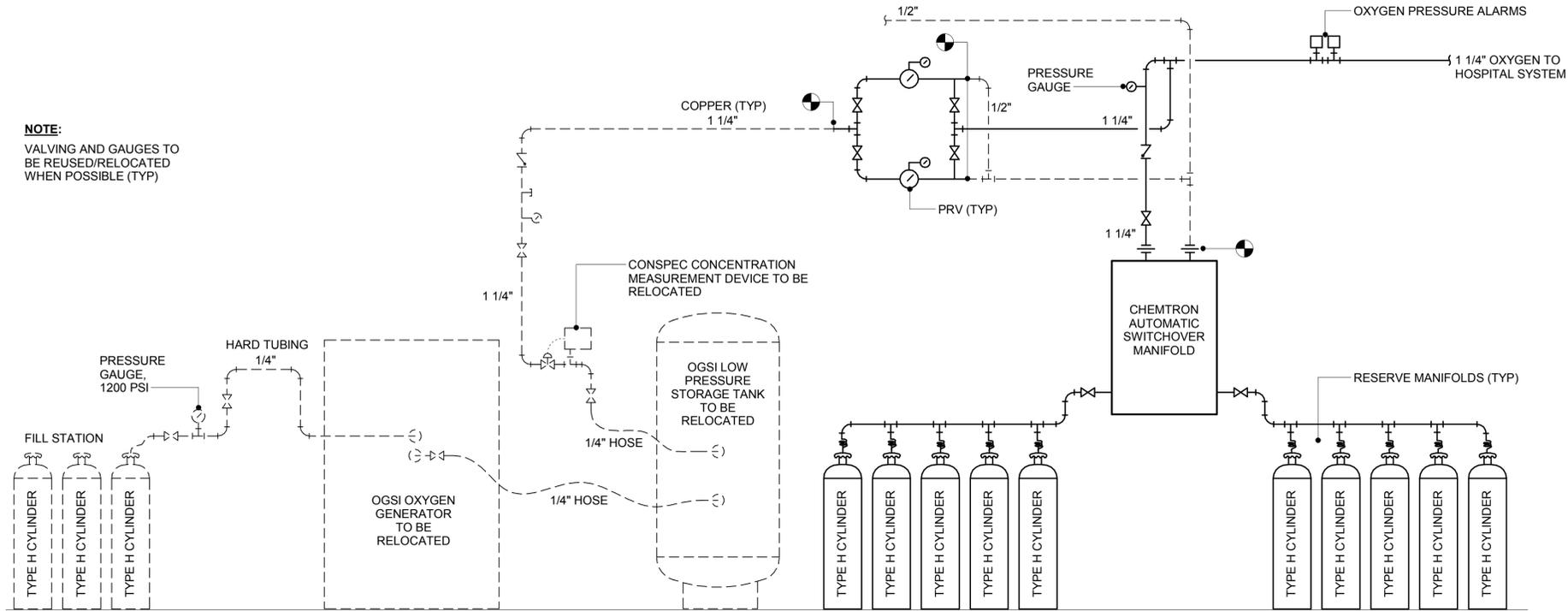
**VALDEZ REGIONAL  
 HEALTH CENTER  
 O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

DRAWN EH	DATE 12/1/2017
CHECKED GJ	JOB NO. 2017-35

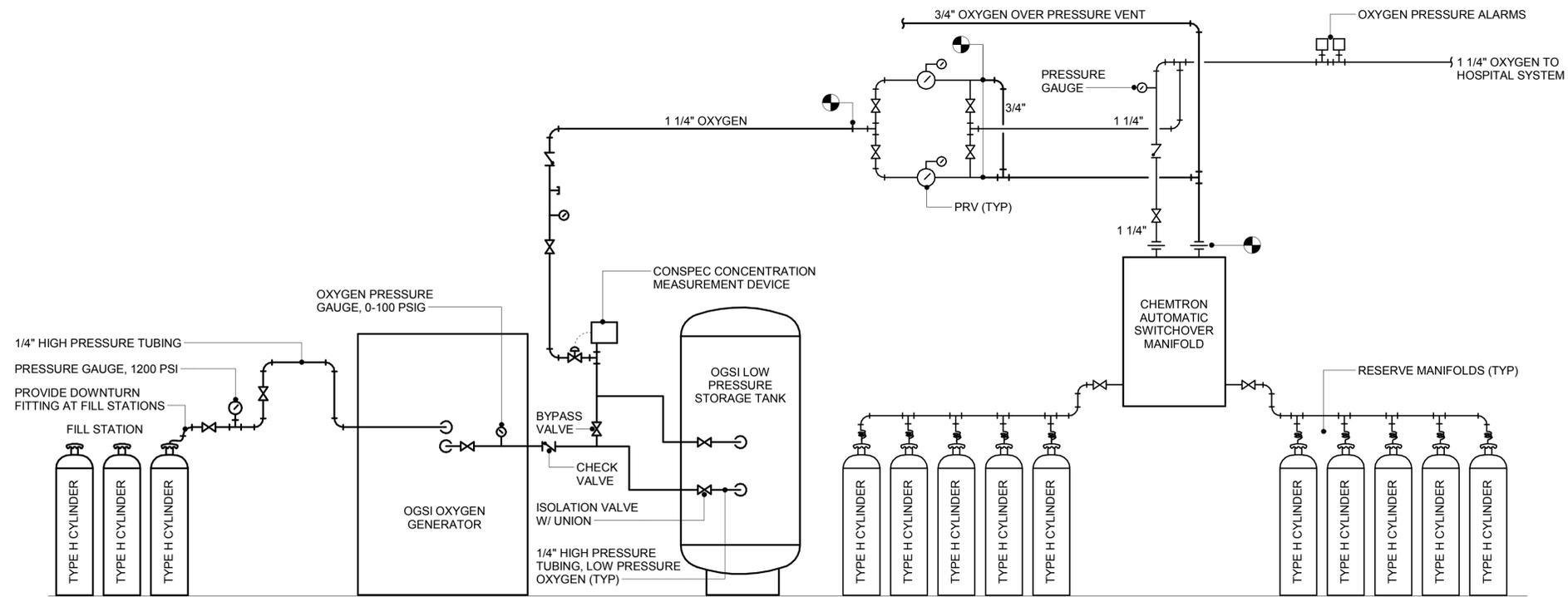
SHEET CONTENTS

FLOOR PLAN - FIRE PROTECTION - NEW WORK

DRAWING NO.  
**M3.03**



1 EXISTING OXYGEN GENERATOR AND MANIFOLD SCHEMATIC  
NTS



2 NEW OXYGEN GENERATOR AND MANIFOLD SCHEMATIC  
NTS

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

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**VALDEZ REGIONAL  
HEALTH CENTER  
O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

DRAWN EH	DATE 12/1/2017
CHECKED GJ	JOB NO. 2017-95

SHEET CONTENTS  
DETAILS

DRAWING NO.  
**M4.0**

## ELECTRICAL LEGEND

LIGHTING	FIRE ALARM	MISCELLANEOUS
○ LIGHT FIXTURE – POLE MOUNTED	☉ SMOKE DETECTOR – PHOTOELECTRIC TYPE W/ STANDARD BASE	⏏ INFRARED TRANSMITTER
□ HAND HOLE	☉ <sub>P</sub> SMOKE DETECTOR – PHOTOELECTRIC TYPE W/ SOUNDER BASE	⏏Ⓜ CLOCK/SPEAKER COMBINATION UNIT
Ⓜ ELECTRIC VAULT	☉ <sub>CO</sub> SMOKE DETECTOR – CO COMBO	ⓂⓂ CLOCK OR CLOCK RECEPTALCES
ⓂⓂ LIGHT FIXTURE WITH 2 BALLASTS; NORMAL AND EMERGENCY CIRCUITS	☉ <sub>CD</sub> SMOKE DETECTOR – DUCT MOUNTED	ⓂⓂ MICROPHONE – WALL MOUNTED
○ LIGHT FIXTURE: TYPE AS NOTED	☉ <sub>D</sub> SMOKE DETECTOR – DUCT MOUNTED	ⓂⓂ CALL STATION
○ LIGHT FIXTURE – WALL MOUNTED: TYPE AS NOTED	☉ <sub>H</sub> HEAT DETECTOR	ⓂⓂ DORM STATION
○ LIGHT FIXTURE – WALL MOUNTED: TYPE AS NOTED	☉ <sub>FSD</sub> FIRE SMOKE DAMPER	ⓂⓂ ADMIN. STATION
▽ TRACK LIGHTING – TRACK LENGTH AS SCALED: TYPE AS NOTED	☉ <sub>P</sub> PULL STATION OR PUSH BUTTON STATION	ⓂⓂ VOLUME CONTROL
Ⓜ EMERGENCY LIGHTING UNIT: FIXTURE TYPE "EM" OR AS NOTED	☉ <sub>JB</sub> FIRE ALARM JUNCTION BOX	ⓂⓂ DOOR JAMB CONTACT SWITCH
Ⓜ EXHAUST FAN / LIGHT COMBO	☉ <sub>ST</sub> STROBE, CEILING MOUNT	ⓂⓂ GLASS BREAK DETECTOR
△ REMOTE EXTERIOR LIGHT HEAD: FIXTURE TYPE "EMR" OR AS NOTED	☉ <sub>XXCD</sub> SPEAKER/STROBE, CEILING MOUNT	ⓂⓂ OCCUPANCY DETECTOR
Ⓜ ILLUMINATED EXIT SIGN – CEILING, WALL; ARROWS AS INDICATED TYPE "EX" OR AS NOTED	☉ <sub>OWP</sub> SPEAKER/STROBE, WEATHER PROOF BOX	ⓂⓂ PHOTOCELL CONTROL
Ⓜ SWITCH – SINGLE POLE, SINGLE THROW, UNLESS OTHERWISE NOTED	☉ <sub>CD</sub> COMBINATION HORN/STROBE	ⓂⓂ A/V ALARM ANNUNCIATOR
Ⓜ SWITCH – THREE WAY	☉ <sub>CD WP</sub> COMBINATION HORN/STROBE, WEATHER PROOF BACK BOX	ⓂⓂ DOOR BELL 24V TRANSFORMER
Ⓜ SWITCH – FOUR WAY	☉ <sub>FAIP</sub> INTERFACE PANEL	ⓂⓂ BATHROOM EXHAUST FAN
Ⓜ SWITCH CONTROL FOR FIXTURES DENOTED WITH "a" APPENDED TO CIRCUIT NUMBER	☉ <sub>FACP</sub> CONTROL PANEL	ⓂⓂ COMBINATION ELECTRIC METER BASE/MAIN DISCONNECT
Ⓜ SWITCH – LOW VOLTAGE	☉ <sub>ANN</sub> NETWORK ANNUNCIATOR	ⓂⓂ KITCHEN HOOD SYSTEM
Ⓜ SWITCH – DIMMER	☉ <sub>RPU</sub> REMOTE PAGING UNIT	ⓂⓂ MONITOR MODULE
Ⓜ SWITCH – KEYED	☉ <sub>MM</sub> TROUBLE MONITOR MODULE	ⓂⓂ RELAY SHUTDOWN
Ⓜ SWITCH – PILOT LIGHT	☉ <sub>M</sub> MONITOR MODULE	ⓂⓂ CONTROL MODULE (MOUNTED INSIDE FAIP PANEL)
Ⓜ SWITCH – INTEGRAL MOTOR OVERLOAD	☉ <sub>C</sub> CONTROL MODULE TO TRIP NAC CIRCUITS	ⓂⓂ END OF LINE RESISTOR
Ⓜ LIGHT CONTROL OCCUPANCY SENSOR – WALL MOUNTED	☉ <sub>DM</sub> MAGNETIC DOOR HOLDER/RELEASE	ⓂⓂ SUPERVISION OF 24VDC INCLUDES MONITOR MODULE
Ⓜ LIGHT CONTROL OCCUPANCY SENSOR – CEILING MOUNTED	☉ <sub>R</sub> RELAY	ⓂⓂ CONTROL MODULE (MOUNTED INSIDE EACH FAIP TO TRIP NAC CIRCUITS)
Ⓜ MOTION SENSOR SWITCH PACK AND POWER SUPPLY	☉ <sub>◇</sub> FIRE SPRINKLER TAMPER/ OSY / PIV VALVE SUPERVISORY SWITCH	ⓂⓂ WALL MOUNTED STROBE 30cd
<b>POWER</b>	☉ <sub>◇</sub> FIRE SPRINKLER FLOW SWITCH	ⓂⓂ HVAC SHUTDOWN RELAY
Ⓜ POWER DISTRIBUTION PANELBOARDS	☉ <sub>○</sub> FIRE SPRINKLER BELL, WEATHER PROOF	ⓂⓂ ROOM STROBE (MAX DRAW 50 MILLI-AMPS IN ALARM)
Ⓜ METERING DEVICE	☉ <sub>S</sub> SPEAKER – CEILING MOUNT	+++++ CABLE TRAY (SEE SPECIFICATIONS)
Ⓜ CURRENT TRANSFORMER ENCLOSURE	☉ <sub>AMP#</sub> AMPLIFIER, # DESIGNATES	
Ⓜ POWER PANELBOARD – SURFACE, RECESSED	☉ <sub>BDA</sub> AMPLIFIER, BACKUP	
Ⓜ TRANSFORMER		
Ⓜ MOTOR CONNECTION	<b>LINE STYLE</b>	
Ⓜ NON-FUSED SAFETY SWITCH	— LINETYPE/LINEWEIGHT: NEW WORK	
Ⓜ FUSED SAFETY SWITCH	— LINETYPE/LINEWEIGHT: EXISTING	
Ⓜ ENCLOSED CIRCUIT BREAKER SWITCH	----- LINETYPE/LINEWEIGHT: DEMOLITION	
Ⓜ MOTOR STARTER	— CONCEALED ELECTRICAL CABLE	
Ⓜ COMBINATION MOTOR STARTER SAFETY SWITCH	— UNDERGROUND ELECTRICAL RACEWAY W/ CONDUCTORS	
Ⓜ PUSH BUTTON CONTROL STATION	— UNDERGROUND ELECTRICAL RACEWAY W/ CONDUCTORS	
Ⓜ J-BOX OR EQUIP. CONNECTION – FLEX OR REC. AS REQ'D – CEILING, WALL	— BRANCH CIRCUIT HOMERUN TO PANELBOARD FOR CIRCUITS DENOTED	
Ⓜ POWER CONNECTION TO FSD CONTROLLED BY LOCAL SMOKE DETECTORS	— JUMPERED 120VAC POWER	
Ⓜ SIMPLEX RECEPTACLE	— SLIC	
Ⓜ DUPLEX RECEPTACLE	----- 24VDC NON SETTABLE POWER (FROM POWER SUPPLY)	
Ⓜ DOUBLE DUPLEX RECEPTACLE		
Ⓜ DUPLEX RECEPTACLE – GFCI PROTECTED		
Ⓜ DUPLEX RECEPTACLE – GFCI PROTECTED MOUNTED ABOVE COUNTERTOP		
Ⓜ DUPLEX RECEPTACLE CONNECTED TO TVSS PANELBOARD – BLUE FACE		
Ⓜ DOUBLE DUPLEX RECEPTACLE CONNECTED TO TVSS PANELBOARD – BLUE FACE		
Ⓜ DUPLEX RECEPTACLE – CEILING MOUNTED		
Ⓜ PENDANT MOUNT CEILING RECEPTACLE		
Ⓜ DUPLEX RECEPTACLE – FLOOR MOUNTED		
Ⓜ DRYER RECEPTACLE – 30A, 3 POLE, 4 WIRE NEMA 14-30R		
Ⓜ ELECTRIC RANGE RECEPTACLE – 50A, 3 POLE, 4 WIRE, NEMA 14-50R		
Ⓜ SPECIAL PURPOSE RECEPTACLE – NEMA CONFIGURATION AS NOTED		
Ⓜ SURFACE MOUNTED RACEWAY (SMR) – LENGTH AS SCALED ON DRAWINGS		
Ⓜ SERVICE POLE		
<b>TELECOM</b>		
Ⓜ TELCOM JACK 1 = GANG PLATE, S = SURFACE BOX & RACEWAY H = RACEWAY TO HALLWAY, 4 = PLATE IS 4 PORT CONFIG.		
Ⓜ TELCOM FLOOR JACK 1 = GANG PLATE, S = SURFACE BOX & RACEWAY H = RACEWAY TO HALLWAY, 4 = PLATE IS 4 PORT CONFIG.		
Ⓜ PUBLIC PHONE		
Ⓜ TELEPHONE OUTLET – FLOOR MOUNTED		
Ⓜ TELEPHONE OUTLET – WALL MOUNTED (60" DENOTES MOUNTING HEIGHT)		
Ⓜ TELECOMMUNICATION FLOOR STANDING RACK		
Ⓜ TELECOMMUNICATION WALL MOUNTED RACK		
Ⓜ TELECOMMUNICATION MAIN GROUNDING BUS		
Ⓜ TELECOMMUNICATION GROUNDING BUS		
Ⓜ WIRELESS ACCESS POINT		
Ⓜ SECURITY ACCESS POINT (IP CAMERA)		
Ⓜ CARD READER CONTROLLED DOOR		
Ⓜ TV JACK (72" DENOTES MOUNTING HEIGHT)		

NOTE: STANDARD LEGEND – NOT ALL SYMBOLS ARE USED.  
(NOTATIONS ON DRAWINGS OVERRIDE SYMBOLOGY)

MISCELLANEOUS LEGEND	
① ② ③	REFERENCED NOTE
1.	GENERAL NOTE
AFF	ABOVE FINISHED FLOOR
C	CONDUIT
CH	COUNTER HIGH
EGC	EQUIPMENT GROUNDING CONDUCTOR
G	GROUND OR GROUND FAULT CIRCUIT INTERRUPTER
PNL	PANEL
UON	UNLESS OTHERWISE NOTED
WP	WEATHERPROOF

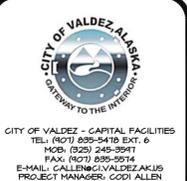
NOTE: STANDARD LEGEND – NOT ALL SYMBOLS ARE USED.  
(NOTATIONS ON DRAWINGS OVERRIDE SYMBOLOGY)

MOUNTING HEIGHT SCHEDULE	
PANELBOARDS (TOP)	70"
SPECIAL SYSTEM PANELS (TOP)	66"
POWER METER BASE (CENTER LINE OF SOCKET)	66"
CONTACTORS, MOTOR STARTERS, DISCONNECT SWITCHES (TOP)	66"
RECEPTACLES	18"
COUNTER HIGH DEVICES (DENOTED WITH "CH")	SEE NOTES
WALL MOUNTED SWITCHES	48"
TELECOMMUNICATION OUTLETS (WALL MOUNTED DENOTED "W")	18" (WALL MOUNTED 60")
HORNS / STROBES / HORN STROBES	80"
PULL STATIONS, PUSH BUTTONS	48"

**NOTES:**

- COORDINATE AND INSTALL ALL EQUIPMENT AND DEVICES WITH THE ARCHITECTURAL DRAWINGS AND ANY SPECIFICALLY DENOTED REQUIREMENTS.
- MOUNTING HEIGHT SHALL PREVAIL UNLESS OTHERWISE NOTED OR FIELD CONDITIONS REQUIRED DEVIATION.
- MOUNTING HEIGHTS ARE FROM FINISHED FLOOR TO THE CENTER LINE OF THE DEVICE UNLESS OTHERWISE NOTED.
- COORDINATE MOUNTING HEIGHTS AND LOCATIONS OF OUTLETS DENOTED AS COUNTER HIGH SHALL BE INSTALLED 6" ABOVE COUNTERS OR BACKSPASHES, WHICHEVER IS HIGHER.

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



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**VALDEZ REGIONAL HEALTH CENTER**  
**O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

<b>DRAWN</b> D.T.C.	<b>DATE</b> 12/1/2017
<b>CHECKED</b> T.D.H.	<b>JOB NO.</b> 170302E

**SHEET CONTENTS**

LEGENDS  
& MOUNTING HEIGHT

DRAWING NO.

E0.00

# ELECTRICAL SPECIFICATIONS

## 16010 - BASIC ELECTRICAL REQUIREMENTS:

SCOPE: FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT AS INDICATED ON THESE DRAWINGS AND SPECIFICATIONS AND DIVISION I REQUIREMENTS. PROVIDE COMPLETE AND WORKING SYSTEMS. SECURE AND PAY FOR ALL FEES, PERMITS, ETC., REQUIRED BY FEDERAL, STATE AND LOCAL AGENCIES AND ALL LOCAL UTILITY COMPANIES.

STANDARDS, CODES AND REGULATIONS: COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, UNIFORM BUILDING CODE, UNIFORM FIRE CODE AND THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR FACILITY ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES.

MATERIALS AND EQUIPMENT: ALL MATERIALS AND EQUIPMENT PROVIDED FOR THE PROJECT SHALL BE NEW AND ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION (AHJ) AS SUITABLE FOR THE USE INTENDED. ALL EQUIPMENT SHALL BE DESIGNED, MANUFACTURED AND TESTED IN ACCORDANCE WITH THE LATEST APPLICABLE UL AND NEMA STANDARDS. THE EQUIPMENT SHALL BEAR THE SEAL OF A NATIONALLY RECOGNIZED TESTING LABORATORY ACCEPTABLE TO THE AHJ.

DRAWINGS: THE DRAWINGS ARE DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. BRING QUESTIONABLE ITEMS AND CONFLICTS AMONG PLANS AND SPECIFICATIONS, GOVERNING CODES OR UTILITIES REGULATIONS TO THE ATTENTION OF THE ENGINEER PRIOR TO THE BID. CODES, ORDINANCES, REGULATIONS, MANUFACTURER'S INSTRUCTIONS OR STANDARDS TAKE PRECEDENCE OVER THE DRAWINGS AND SPECIFICATIONS.

RECORD DRAWINGS: MARK UP A SET OF DRAWINGS (REDLINES) SHOWING ALL ELECTRICAL WORK. SHOW DIAGRAMMATIC ROUTING, SIZING AND REVISIONS TO THE CONTRACT PLANS. RECORD DRAWINGS SHALL BE KEPT ON SITE AVAILABLE FOR REVIEW DURING THE ENTIRE CONSTRUCTION PERIOD. SUBMIT FINAL REDLINE SET FOR APPROVAL PRIOR TO FINAL INSPECTION.

WORKMANSHIP: INSTALLATION OF ALL WORK SHALL BE NEAT AND MADE SO THAT ITS SEVERAL COMPONENT PARTS SHALL FUNCTION AS A WHOLE WORKABLE SYSTEM COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION. INSTALL ALL MATERIAL AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.

SUBMITTALS: PROVIDE A COMPLETE MATERIAL AND EQUIPMENT SUBMITTAL INCLUDING DATA FOR ALL ITEMS SPECIFICALLY DENOTED IN SPECIFICATION SECTIONS OR SPECIFIED BY A DRAWING REFERENCE. THE SUBMITTAL SHALL BE BOUND AND ORGANIZED IN A THREE RING BINDER BY SPECIFICATION SECTIONS FOLLOWED BY EQUIPMENT REFERENCED ON THE DRAWINGS. PROVIDE PROTRUDING TABS FOR EACH SPECIFICATION SECTION AND ONE TAB FOR EQUIPMENT SPECIFIED BY DRAWING REFERENCE. PROVIDE AN INDEX LIST OF TABBED SECTIONS AT THE BEGINNING OF THE SUBMITTAL. EACH ITEM SUBMITTED FOR REVIEW SHALL INCLUDE DATA SHEETS WHICH IDENTIFY MANUFACTURER, MODEL NUMBERS, WIRING DIAGRAMS, ROUGH-IN DIMENSIONS AND PERFORMANCE DATA FOR ALL MATERIAL AND EQUIPMENT. ITEMS SUBMITTED ON MANUFACTURER'S CATALOG CUT SHEETS SHALL BE CLEARLY INDICATED BY HIGHLIGHTING OR OTHER METHOD WHICH CALLS ATTENTION TO THE ITEM SUBMITTED. WHERE CUT SHEETS SHOW SEVERAL MODELS OR OPTIONS, CLEARLY DISTINGUISH BETWEEN THOSE ITEMS WHICH ARE INCLUDED AND THOSE WHICH ARE NOT. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE CONTRACT FOR PROPER OPERATION. A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. APPROVAL OF THE SUBMITTAL MUST BE OBTAINED FOR ALL MATERIAL AND EQUIPMENT PRIOR TO PURCHASE OF EQUIPMENT AND INCORPORATION INTO THE PROJECT.

WARRANTY: THE CONTRACTOR SHALL GUARANTEE ALL WORK EXECUTED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM SUBSTANTIAL COMPLETION. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR DURING THE GUARANTEE PERIOD AT NO ADDITIONAL COST TO THE OWNER.

ACCESS DOORS: PROVIDE ACCESS DOORS FOR REQUIRED ACCESS OF ELECTRICAL EQUIPMENT. FIRE RATING SHALL BE EQUAL TO OR GREATER THAN SURROUNDING CONSTRUCTION. ACCESS DOOR SHALL BE PAINTED TO MATCH ADJACENT AREA. SUBMIT PER SUBMITTAL REQUIREMENTS.

PENETRATIONS OF FIRE BARRIERS: ALL ELECTRICAL PENETRATIONS THROUGH FIRE RATED BARRIERS SHALL BE SEALED IN ACCORDANCE WITH NEC ARTICLE 300-21 AND THE FOLLOWING:

ALL HOLES OR VOIDS CREATED TO EXTEND OR REMOVE ELECTRICAL SYSTEMS THROUGH FIRE RATED FLOORS, WALLS OR CEILINGS SHALL BE SEALED WITH AN ASBESTOS-FREE INTUMESCENT FIRE STOPPING MATERIAL CAPABLE OF EXPANDING UP TO 10 TIMES WHEN EXPOSED TO TEMPERATURES 250 DEGREES F OR HIGHER. MATERIALS SHALL BE SUITABLE FOR THE FIRE STOPPING OF PENETRATIONS AND SHALL BE CAPABLE OF MAINTAINING AN EFFECTIVE BARRIER AGAINST FLAME, SMOKE AND GASES IN COMPLIANCE WITH THE REQUIREMENTS OF ASTM E814, UL 1471 AND THE UL FIRE RESISTANCE DIRECTORY REQUIREMENTS FOR THROUGH-PENETRATION FIRE STOP DEVICES. THE RATING OF THE FIRE STOPS SHALL BE THE SAME AS THE TIME-RATED FLOOR, ALL OR CEILING ASSEMBLY. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16111 - CONDUIT:

ALL WIRING (INCLUDING POWER, CONTROL, LOW VOLTAGE, TELEPHONE AND DATA) SHALL BE INSTALLED IN CONCEALED OR EXPOSED METALLIC RACEWAY EXCEPT WHERE SPECIFICALLY INDICATED ELSEWHERE IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS.

CONDUIT IN LOCATIONS OUTSIDE THE BUILDING SHALL BE RIGID METAL CONDUIT (RMC), INTERMEDIATE METAL CONDUIT (IMC), OR HIGH DENSITY POLYETHYLENE (HDPE). CONDUIT FITTINGS FOR RMC AND IMC SHALL BE THREADED SCREWED TYPE. SET SCREW FITTINGS SHALL NOT BE USED WITH RMC AND IMC CONDUIT. HDPE FITTINGS SHALL BE ELECTRICALLY FUSED PER MANUFACTURER'S RECOMMENDATIONS. CONDUIT OUTLET BODIES AND BOXES FOR USE WITH RMC AND IMC CONDUIT SHALL BE GALVANIZED, MALLEABLE IRON WITH THREADED HUBS AND GASKETED COVERS OF THE SAME MATERIAL AS THE BODY OR BOX.

CONDUIT LOCATED INSIDE THE BUILDING SHALL BE ELECTROMETALLIC TUBING (EMT). ALL EMT CONDUIT FITTINGS SHALL BE STEEL COMPRESSION. CAST FITTINGS ARE NOT PERMITTED. CONDUIT BODIES FOR USE WITH EMT MAY BE CAST ALUMINUM WITH COVERS PROVIDED WITH THE BODY.

MAKE CONNECTIONS TO MOTORS, TRANSFORMERS AND OTHER EQUIPMENT WITH FLEXIBLE METAL CONDUIT OF GALVANIZED STEEL. USE FITTINGS LISTED FOR USE WITH FLEXIBLE METAL CONDUIT OF ELECTRO ZINC GALVANIZED MALLEABLE IRON OR STEEL CONSTRUCTION. USE LIQUID TIGHT FLEXIBLE CONDUIT FOR ALL EXTERIOR LOCATIONS, WET LOCATIONS AND CONNECTIONS TO MOTORS.

RACEWAYS MUST BE CONCEALED EXCEPT IN CRAWL SPACES, MECHANICAL ROOMS OR WHERE SPECIFICALLY DENOTED ON DRAWINGS. THE RACEWAY SYSTEM SHALL NOT BE USED AS THE EQUIPMENT GROUNDING CONDUCTOR. PAINT ALL EXPOSED RACEWAYS TO MATCH THE SURFACE TO WHICH THEY ARE ATTACHED EXCEPT IN CRAWL SPACE. INSTALL ALL CONDUIT AND CABLES PARALLEL OR PERPENDICULAR TO BUILDING LINES. ALLOW ADEQUATE CLEARANCE BETWEEN RACEWAY AND CEILING SYSTEMS TO ALLOW REMOVAL OF CEILING TILES. SUPPORT PER NEC REQUIREMENTS. SEE SECTION 16120 WIRE AND CABLE FOR BRANCH CIRCUIT WIRING. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16120 - WIRE AND CABLE:

ALL POWER AND CONTROL CONDUCTORS SHALL BE SOLID OR CLASS B OR C STRANDED, ANNEALED COPPER WITH TYPE XHHW 600V INSULATION. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE #12 AWG. MINIMUM CONTROL CIRCUIT CONDUCTOR SIZE SHALL BE #14 AWG. FULL ALL CONDUCTORS INTO THE RACEWAY AT THE SAME TIME. USE UL LISTED WIRE PULLING LUBRICANT IF REQUIRED. INSTALL IN ACCORDANCE WITH NEC REQUIREMENTS FOR DERATING AND CONDUIT FILL. COLOR CODE CONDUCTORS BLACK, RED, BLUE, WHITE, AND GREEN FOR 208Y/120V 3 PHASE 4 WIRE CIRCUITS. USE PROPERLY SIZED, INSULATED SPRING WIRE CONNECTORS WITH PLASTIC CAPS FOR ALL CONDUCTORS #8 AWG AND SMALLER. TERMINATE #6 AWG AND LARGER CONDUCTORS WITH INSULATED CRIMP, COMPRESSION TYPE OR SPLIT BOLT CONNECTORS. BRANCH CIRCUIT WIRING SHALL BE ARMORED CABLE WITH INSULATED GREEN GROUND WIRE AND XHHW INSULATED CONDUCTORS RATED FOR USE IN PATIENT CARE AREAS (NEC ARTICLE 517). AFC HCF-XL OR EQUAL. IDENTIFY PER IDENTIFICATION REQUIREMENTS. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16130 - BOXES:

PROVIDE ELECTRO-GALVANIZED OR CADMIUM PLATED, ONE PIECE STEEL OUTLET BOXES 4" SQUARE BY 1 1/2" DEEP MINIMUM FOR USE IN INTERIOR AREAS. PROVIDE 4 1/16" SQUARE BY 2 1/8" DEEP OUTLET BOXES FOR ALL VOICE AND DATA OUTLETS. PROVIDE OUTLET BOXES AND DEVICE COVERS AS SHOWN ON THE DRAWINGS, AND AS REQUIRED FOR SPLICES, TAPS, WIRE PULLING, EQUIPMENT CONNECTIONS, DEVICE INSTALLATION AND CODE COMPLIANCE. DO NOT INSTALL BOXES BACK-TO-BACK IN WALLS OR WITHIN 24 INCH HORIZONTAL SEPARATION DISTANCE IN FIRE RATED WALLS. PROVIDE A MINIMUM 6 INCH SEPARATION TO MINIMIZE SOUND TRANSMISSION IN STUD WALLS. IN FIRE RATED WALLS SEPARATE BACK-TO-BACK BOXES A MINIMUM OF THE STUD SPACING DISTANCE. USE MULTIPLE GANG BOXES WHERE 2 OR MORE DEVICES ARE MOUNTED TOGETHER, DO NOT USE SECTIONAL BOXES. SUPPORT BOXES INDEPENDENTLY OF CONDUIT. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16141 - WIRING DEVICES:

RECEPTACLES - PROVIDE NEMA 5-20R DUPLEX GROUNDING, BACK AND SIDE WIRED, UL LISTED, HOSPITAL GRADE TYPE RECEPTACLES WITH WHITE FINISH, UL NO. 498 AND 544 APPROVED, NYLON FACE, BRASS TERMINAL SCREWS, SELF-GROUNDING, CERTIFIED TO COMPLY WITH NEMA WD-1, TERMINATIONS SHALL USE A SCREW WITH A PRESSURE PLATE CLAMP ONLY WHICH WILL EXCEPT UP TO #10 WIRING. SPRING CLAMPED TYPE OR OPEN SCREW TERMINATIONS ARE NOT ACCEPTABLE. PROVIDE DUPLEX CONVENIENCE RECEPTACLES WITH CLASS 3 INTEGRAL GROUND FAULT CURRENT INTERRUPTER AND SPECIFIC USE RECEPTACLES WHERE INDICATED ON THE DRAWINGS. INSTALL RECEPTACLES WITH GROUNDING POLE ON BOTTOM. SUBMIT PER SUBMITTAL REQUIREMENTS.

PROVIDE TAMPER RESISTANT TYPE OR TAMPER RESISTANT COVERS ALL PUBLIC ACCESSIBLE SPACES

SWITCHES - PROVIDE NEMA WD-1 20 A, 120/277V AC, BACK AND SIDE WIRED; BACK WIRING SHALL USE A SCREW WITH A PRESSURE PLATE CLAMP TERMINALS WHICH WILL EXCEPT UP TO #10 WIRING. GENERAL USE SNAP SWITCH, UL NO. 20 LISTED, SELF-GROUNDING BINDING SCREW-TYPE TERMINALS WITH WHITE TOGGLE, SINGLE POLE, DOUBLE POLE, THREE WAY OR FOUR WAY AS INDICATED ON THE DRAWINGS. SCREW TERMINAL OR SCREW CLAMP TYPE ONLY. SPRING CLAMPED TYPE TERMINATIONS ARE NOT ACCEPTABLE. PROVIDE HORSEPOWER RATED SWITCHES FOR ALL MOTOR CONNECTIONS. INSTALL SWITCHES WITH OFF POSITION DOWN. SUBMIT PER SUBMITTAL REQUIREMENTS.

OCCUPANCY SENSING SWITCHES - DUAL VOLTAGE 120/277V, 1200 SQ FT COVERAGE, 180 DEGREE FIELD OF VIEW, ADJUSTABLE TIME DELAY, 1500 W SWITCHING COMPATIBLE WITH ELECTRONIC BALLASTS, 3 POSITION OVERRIDE SWITCH (OFF-ON-AUTO). SUBMIT PER SUBMITTAL REQUIREMENTS.

DEVICE PLATES - PROVIDE UL LISTED ONE PIECE ROUNDED EDGE "STREAMLINE" DESIGN FLUSH DEVICE PLATES OF WHITE NYLON COUNTERSUNK SCREWS TO MATCH DEVICE PLATE. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16170 - GROUNDING AND BONDING:

PROVIDE EQUI-POTENTIAL GROUNDING SYSTEM, IN ACCORDANCE WITH NEC ARTICLE 250, AT SERVICE ENTRANCE EQUIPMENT BY BONDING THE FOLLOWING TO THE SERVICE GROUND BUS:

1. METAL FRAME OF THE BUILDING.
2. METALLIC PIPING.
3. ALL MADE ELECTRODES.
4. GROUND RING.
5. FOUNDATION PILING AS SHOWN ON THE DRAWINGS.
6. SERVICE ENTRANCE NEUTRAL BUS.

PROVIDE GROUNDING CONDUCTOR IN ALL RACEWAYS BONDED TO EQUIPMENT AND TO RACEWAY SYSTEM.

PROVIDE COMMUNICATION SYSTEM GROUNDING CONDUCTOR AT EACH TTB CONNECTED TO THE ELECTRICAL SERVICE GROUND.

## 16190 - SUPPORTING DEVICES:

SUPPORT ALL ELECTRICAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, LIGHT FIXTURES, PANELBOARDS, BOXES, CONDUIT, ETC. PER NEC AND SEISMIC ZONE 4 REQUIREMENTS. USE GALVANIZED 1- OR 2-HOLE STRAPS, CONDUIT HANGERS, ALL-THREAD, CHANNEL STRUT, STRUT STRAPS AND COMPONENTS SPECIFICALLY DESIGNED FOR CONDUIT SUPPORT.

## 16195 - IDENTIFICATION:

PROVIDE ENGRAVED THREE-LAYER LAMINATED PLASTIC NAMEPLATES WITH WHITE LETTERS ON A BLACK BACKGROUND OR WHITE LETTERS ON RED BACKGROUND (FOR PANELS X AND XA INCLUDING ALL ASSOCIATED EQUIPMENT) TO IDENTIFY ALL ELECTRICAL PANELBOARDS, DISCONNECTS, CONTROL EQUIPMENT, POWER OUTLETS AND WALL SWITCHES. LETTER HEIGHTS SHALL BE 1/4 INCH FOR EQUIPMENT AND 1/8 INCH ON RECEPTACLES AND WALL SWITCHES. RECEPTACLE AND SWITCH NAME PLATES SHALL INCLUDE PANELBOARD NAME AND CIRCUIT NUMBER. LABEL EACH CONDUCTOR AT EACH TERMINATION OR INTERCONNECTION OF WIRING IN PANEL BOARDS, GUTTERS, PULL BOXES, OUTLETS AND LOAD CONNECTIONS. LABEL SHALL DENOTE PANEL NAME AND CIRCUIT NUMBER. COLOR CODE PHASE CONDUCTORS PER CONDUCTOR SPECIFICATION. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16440 - SAFETY SWITCHES:

HORSEPOWER RATED, HEAVY DUTY, QUICK MAKE, QUICK BREAK OPERATING MECHANISM, DEFEATABLE DOOR INTERLOCK TO PREVENT DOOR OPENING WHEN IN THE ON POSITION, SOLID NEUTRAL, GROUND BUS, AND PAD LOCKABLE IN THE OFF POSITION. DISCONNECT SHALL MEET OR EXCEED STANDARDS NEMA KSI AND UL98. PROVIDE SOLID NEUTRAL KIT WHERE NEUTRAL IS REQUIRED. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16471 - TELECOMMUNICATION EQUIPMENT:

ALL RACEWAYS, CABLES, JUNCTION BOXES AND TERMINATIONS SHALL BE INSTALLED ACCORDING TO EIA/TIA CATEGORY 5E STANDARDS 568 AND 569. PERFORM AND DOCUMENT TESTING ACCORDING TO EIA/TIA 568 AND EIA/TIA TSB40 SPECIFICATIONS. RACEWAYS SHALL BE 3/4" EMT MINIMUM. CABLES SHALL BE CATEGORY 6 RATED, 4 UNSHIELDED TWISTED PAIR, #24 AWG, PLENUM RATED, INSULATED SOLID COPPER CONDUCTORS, COLOR CODED PER EIA/TIA 568. TERMINATIONS AT RECEPTACLES AND PATCH PANEL SHALL BE PERFORMED IN ACCORDANCE WITH EIA/TIA 568B. RECEPTACLES SHALL BE SINGLE GANG WHITE PLASTIC FACEPLATE WITH OPENINGS FOR UP TO 4 COUPLERS MINIMUM. EACH OUTLET SHALL HAVE 2 ANGLED TYPE COUPLERS, ONE FOR DATA AND ONE FOR TELEPHONE. BLANK OFF REMAINING OPENINGS IN PLATE. PATCH PANELS SHALL BE WALL MOUNTED, 48 PORT LOCATED ON THE TTB. LABEL EACH END OF CABLE WITH PORT NUMBER OF PATCH PANEL TO WHICH IT IS CONNECTED. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16480 - MOTOR CONTROLLERS:

PROVIDE CONTROLLER RATED AND CONFIGURED FOR CONTROL OF EACH MOTOR SHOWN ON THE DRAWINGS.

MANUAL MOTOR STARTERS: NEMA ICS 2; AC GENERAL PURPOSE CLASS A MANUALLY OPERATED NON-REVERSING FULL VOLTAGE CONTROLLER FOR INDUCTION MOTORS RATED IN HORSEPOWER, WITH OVERLOAD RELAY IF REQUIRED.

MAGNETIC MOTOR STARTERS: NEMA ICS 2; AC GENERAL PURPOSE CLASS A NON-REVERSING FULL VOLTAGE CONTROLLER FOR INDUCTION MOTORS RATED IN HORSEPOWER ELECTRICALLY HELD IN THE CLOSED POSITION. CONTROLLER SHALL HAVE "HAND-OFF-AUTO" SWITCH IN THE OUTER DOOR TO PROVIDE AUTOMATIC CONTROL OR MANUAL OVERRIDE ON OR OFF CONTROL. PROVIDE RED LED PILOT LIGHT ON FRONT COVER TO ILLUMINATE WHEN CONTACTOR IS IN THE CLOSED POSITION. CONTROL POWER SHALL BE PROVIDED BY 120 V CONTROL TRANSFORMER LOCATED WITHIN THE ENCLOSURE. UNIT SHALL BE EQUIPPED WITH OVERLOAD RELAY AND A MINIMUM OF ONE NORMALLY OPEN AND ONE NORMALLY CLOSED AUXILIARY CONTACTS EXPANDABLE TO SIX. SUBMIT PER SUBMITTAL REQUIREMENTS.

COMBINATION DISCONNECT/MOTOR STARTER: COMBINE MAGNETIC MOTOR STARTERS WITH A MOTOR CIRCUIT PROTECTOR AND WITH EXTERNALLY OPERABLE DISCONNECT SWITCH HANDLE IN A COMMON ENCLOSURE. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16510 - LIGHTING EQUIPMENT:

PROVIDE AND INSTALL ALL LIGHTING EQUIPMENT AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE LIGHTING FIXTURE SCHEDULE. EXTERIOR FIXTURES SHALL HAVE LOW TEMPERATURE RATED BALLASTS -40 DEGREE F FOR LED AND HPS AND -20 DEGREE F FOR FLUORESCENT. SUBMIT PER SUBMITTAL REQUIREMENTS.

LAMPS: ALL LAMPS SHALL BE LED.

EMERGENCY BATTERY BACKUP MODULES SHALL INCLUDE A PILOT LIGHT, TEST SWITCH AND A SEALED MAINTENANCE FREE NICKEL CADMIUM BATTERY. THE UNIT SHALL PROVIDE 1100 LUMENS FOR 90 MINUTES UPON POWER FAILURE AND SHALL BE RATED FOR 2 LAMP OPERATION. MOUNT TEST SWITCH AND INDICATING LIGHT IN AN ACCESSIBLE AND IN A VISIBLE LOCATION. THE UNIT SHALL MEET UL 924, NFPA 101, AND OSHA STANDARDS. SUBMIT PER SUBMITTAL REQUIREMENTS.

PHOTOELECTRIC CELL: ENCLOSED IN A WEATHER TIGHT ENCLOSURE EQUIPPED WITH A 0.5" INCH THREADED NIPPLE TO FIT THREADED HUBS OR CONDUIT BODIES. THE ENCLOSURE SHALL BE SUITABLE FOR MOUNTING IN ANY POSITION WITH AN ADJUSTMENT SHIELD TO PERMIT ADJUSTMENT TO TURN-ON LIGHT LEVEL REQUIREMENTS. SUBMIT PER SUBMITTAL REQUIREMENTS.

## 16741 - FIRE ALARM EQUIPMENT:

CONTRACTOR SHALL SECURE THE SERVICES OF AN ALASKAN BASED NOTIFIER FACTORY AUTHORIZED REPRESENTATIVE FOR THE FOLLOWING:

1. NICET DESIGNER TO COMPLETE DESIGN OF THE FIRE ALARM EXTENSION INTO THE NEW WORK AREAS. DESIGN SHALL COMPLY WITH EXISTING HOSPITAL STANDARDS INCLUDING AT MINIMUM SMOKE DETECTION AND A/V ALARM IN EACH ROOM. SUBMIT PER SUBMITTAL REQUIREMENTS.
2. REPROGRAMMING OF THE NOTIFIER PANEL.
3. RETESTING OF THE SYSTEM AND CERTIFICATION OF COMPLIANCE.

NOTE: THIS SHEET IS FULL SIZE AT 22x34 AND HALF SIZE AT 11x17

**CITY OF VALDEZ, ALASKA**  
COURTESY TO THE INTERIOR

CITY OF VALDEZ - CAPITAL FACILITIES  
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FAX: (907) 835-3514  
E-MAIL: CALLENC@VALDEZAK.US  
PROJECT MANAGER: CODY ALLEN

**Winchester Alaska** Inc. - *Architects & Engineers*  
425 G STREET, SUITE 910, ANCHORAGE, ALASKA 99501  
PH: (907) 562-2222  
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CORPORATE LICENSE # C049

**P.E. COMPANY**  
ELECTRICAL ENGINEERS  
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PHONE: (907) 278-8021  
TD#E000001100



**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
VALDEZ, ALASKA

<b>DRAWN</b> DTC	<b>DATE</b> 12/12/2017
<b>CHECKED</b> T.D.H.	<b>JOB NO.</b> 170302E

SHEET CONTENTS

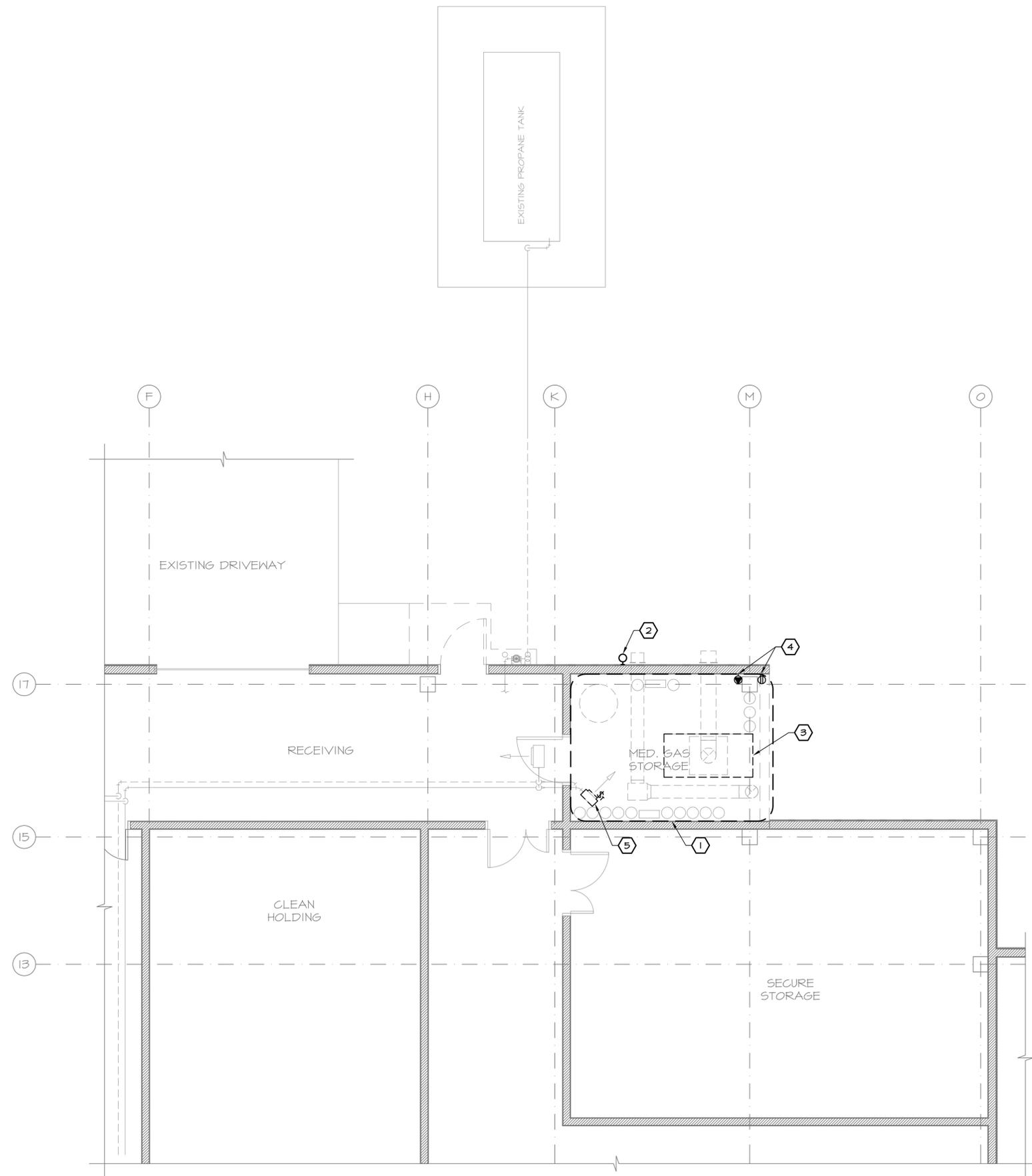
SPECIFICATIONS

DRAWING NO.

**E0.01**

**NOTES:**

- ① ALL ELECTRICAL WIRING AND DEVICES BELOW 5'-0" AFF SHALL BE DEMO'D. ALL ELECTRICAL WIRING RELATED TO THE O2 GENERATOR EQUIPMENT SHALL BE DEMO'D. DEMO SHALL BE DONE IN A SAFE MANNER TO ALLOW POSSIBLE REUSE BY EXTENSION. ANY RESIDUE WIRING E.G. FLUSH / CONCEALS JUNCTION BOXES SHALL HAVE ALL CONDUCTORS REMOVED BACK TO THE NEAREST JUNCTION BOX OUTSIDE OF THE AREA OR TO THE PANEL AND THEN MAY BE CAPPED WITH A FLUSH PLATE.
- ② REMOVE EXISTING EXTERIOR LIGHT FIXTURE. SAVE FOR RELOCATION. WIRING TO BE EXTENDED TO NEW LOCATION.
- ③ O2 GENERATOR TO BE RELOCATED. 06SI MO6S-100
- ④ RELOCATE EXISTING CIRCUITS AND DEVICES INTO THE NEW O2 GENERATOR ROOM. LK-15,17 LK-42
- ⑤ DISCONNECT AND REMOVE WIRING TO EXISTING UNIT HEATER (LA-51) FOR RECONNECTION TO NEW UH SHOWN ON NEW WORK SHEET.



**PARTIAL LIGHTING AND POWER PLAN - DEMO**



NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



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 MOB: (907) 245-3541  
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 E-MAIL: CALLEN@CITYVALDEZAK.US  
 PROJECT MANAGER: CODY ALLEN

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Winchester Alaska Inc. - Architects & Interiors  
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 JWINCHESTER@WINCHESTERALASKA.COM WWW.WINCHESTERALASKA.COM  
 CORPORATE LICENSE # C048

P.E. COMPANY  
 ELECTRICAL ENGINEERS  
 14440 CANTON RD., ANCHORAGE, ALASKA 99516  
 PHONE: (907) 278-8021  
 TDP@PCCORP.COM

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**VALDEZ REGIONAL HEALTH CENTER  
 O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

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DRAWN D.T.C.	DATE 12/1/2017
CHECKED T.D.H.	JOB NO. 170302E

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PARTIAL LIGHTING AND POWER PLAN - DEMO

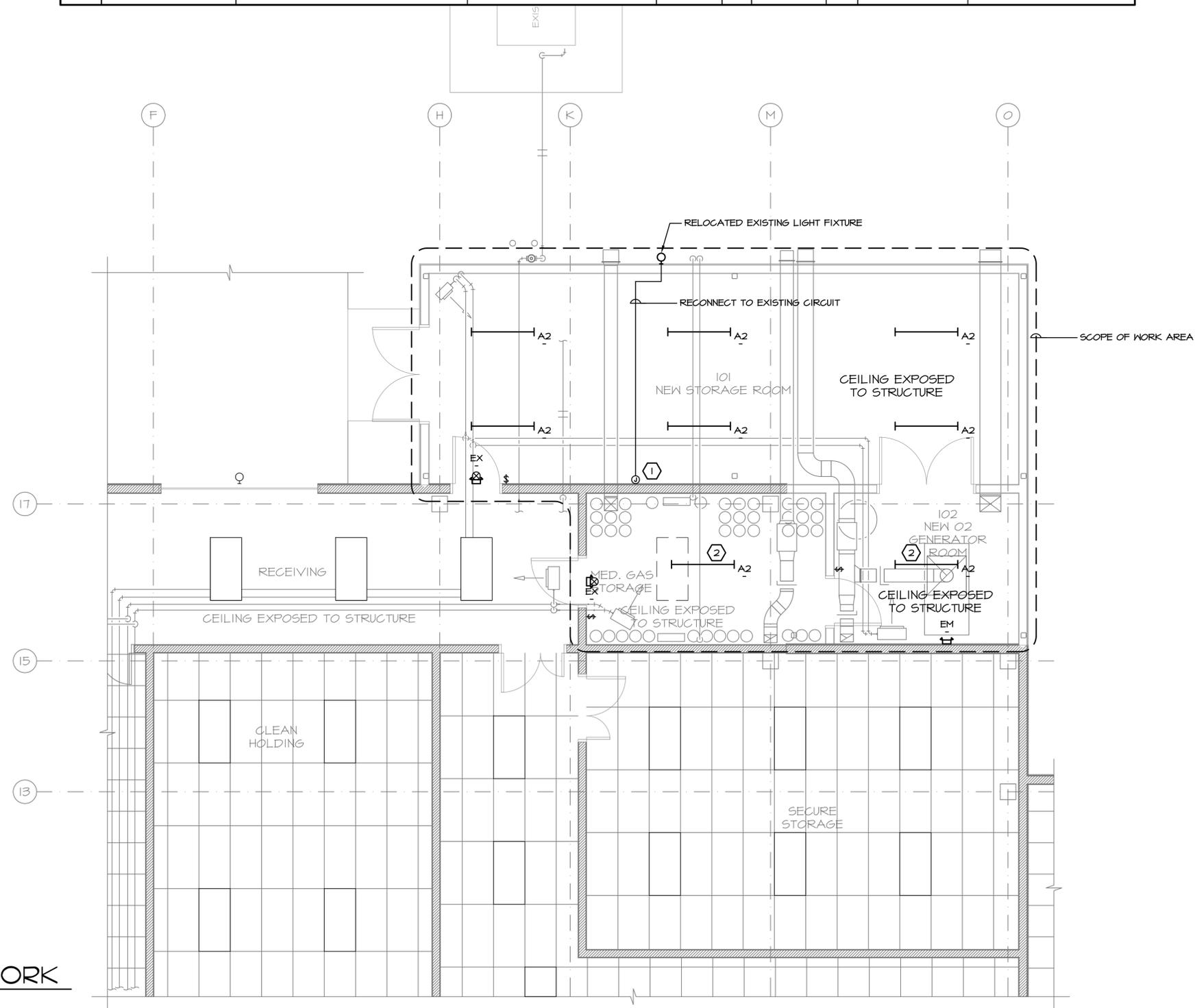
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DRAWING NO.  
**EI.01**

**NOTES:**

- ① EXTEND EXISTING EXTERIOR LIGHTING CIRCUIT TO NEW LOCATION. (LA-13)
- ② ALL WIRING IN THIS AREA TO BE ABOVE 5'-0" F.F.
- 3. CIRCUIT NEW LIGHTING TO EXISTING PANEL 'HA'. PROVIDE 20% CIRCUIT BREAKER IN EXISTING SPACE
- 4. CIRCUIT MED GAS AND O2 ROOM. REUSE EXISTING LIGHTING CIRCUIT.

LIGHTING FIXTURE SCHEDULE									
KEY	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	VOLTAGE	LAMPS		BALLASTS		MOUNTING
					NO	TYPE	NO	TYPE	
A2	LITHONIA	ZL1N L48 SMR 5000LM MVOLT 30K WH	LED STRIP LIGHT	277		LED	-	-	CHAIN HUNG
EM	LITHONIA	ELM2 LED MVOLT	EMERGENCY LIGHT, 2 HEAD	277		LED	-	-	
EX	LITHONIA	LHQM LED G HO R0 M6 MVOLT	COMBO EMERGENCY EXIT SIGN, NO HEADS	277		LED	-	-	

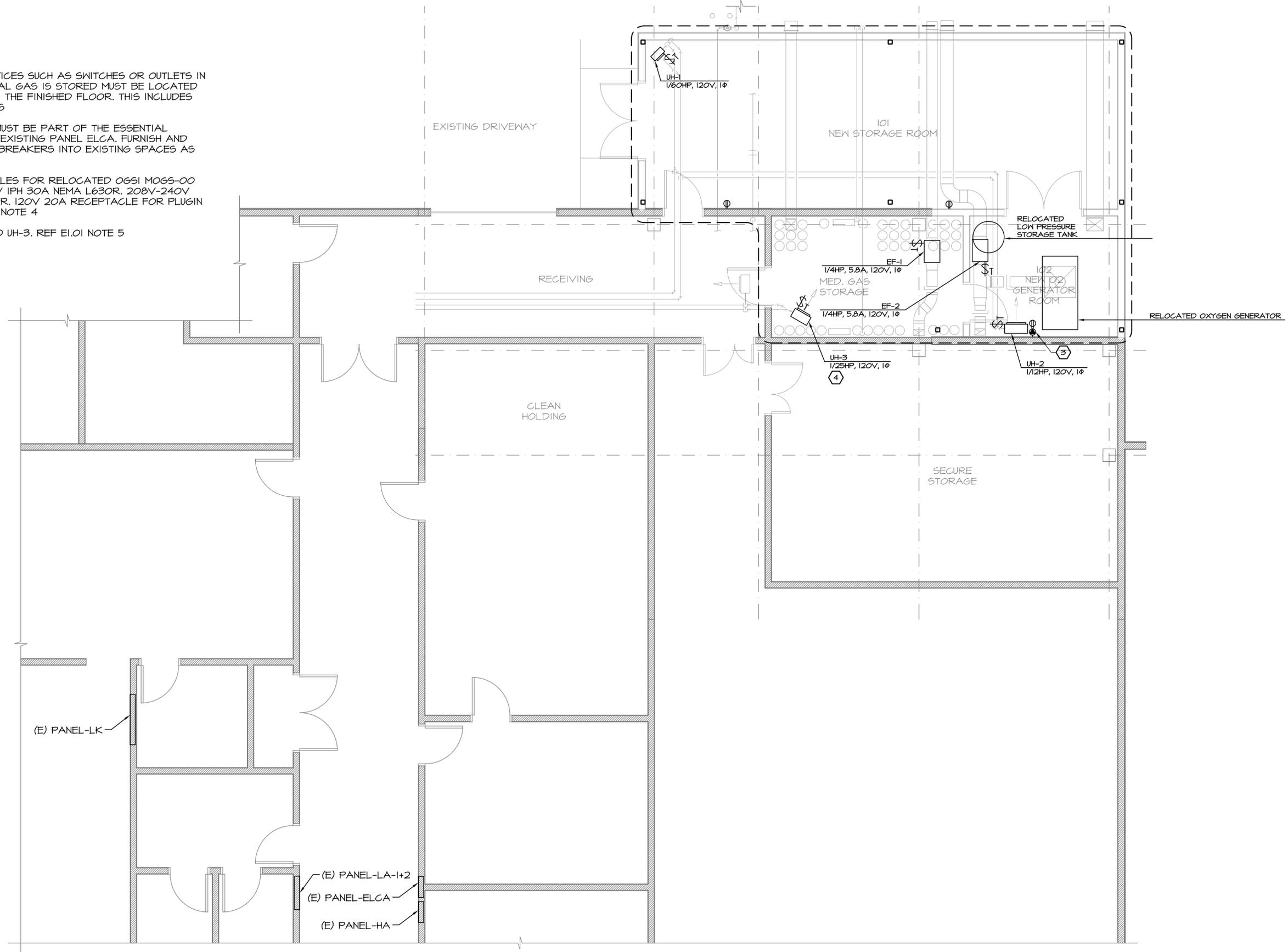


**PARTIAL LIGHTING PLAN - NEW WORK**  
 SCALE: 1/4" = 1'-0"  
 0' 1' 2' 4' 8'

NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17

**NOTES:**

1. ANY ELECTRICAL DEVICES SUCH AS SWITCHES OR OUTLETS IN ROOMS WHERE MEDICAL GAS IS STORED MUST BE LOCATED AT LEAST 5 FEET OFF THE FINISHED FLOOR. THIS INCLUDES ALL NEW WORK AREAS
2. ELECTRICAL POWER MUST BE PART OF THE ESSENTIAL ELECTRICAL SYSTEM. EXISTING PANEL ELCA, FURNISH AND INSTALL NEW CIRCUIT BREAKERS INTO EXISTING SPACES AS REQUIRED.
3. RELOCATE RECEPTACLES FOR RELOCATED OGS1 MOGS-00 O2 GENERATOR, 240V 1PH 30A NEMA L630R, 208V-240V STEP UP TRANSFORMER, 120V 20A RECEPTACLE FOR PLUG IN ANALYZER, REF. EI.01 NOTE 4
4. RECONNECT WIRING TO UH-3. REF EI.01 NOTE 5



NOTE: THIS SHEET IS FULL SIZE AT 22X34 AND HALF SIZE AT 11X17



**PARTIAL POWER PLAN - NEW WORK**



**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

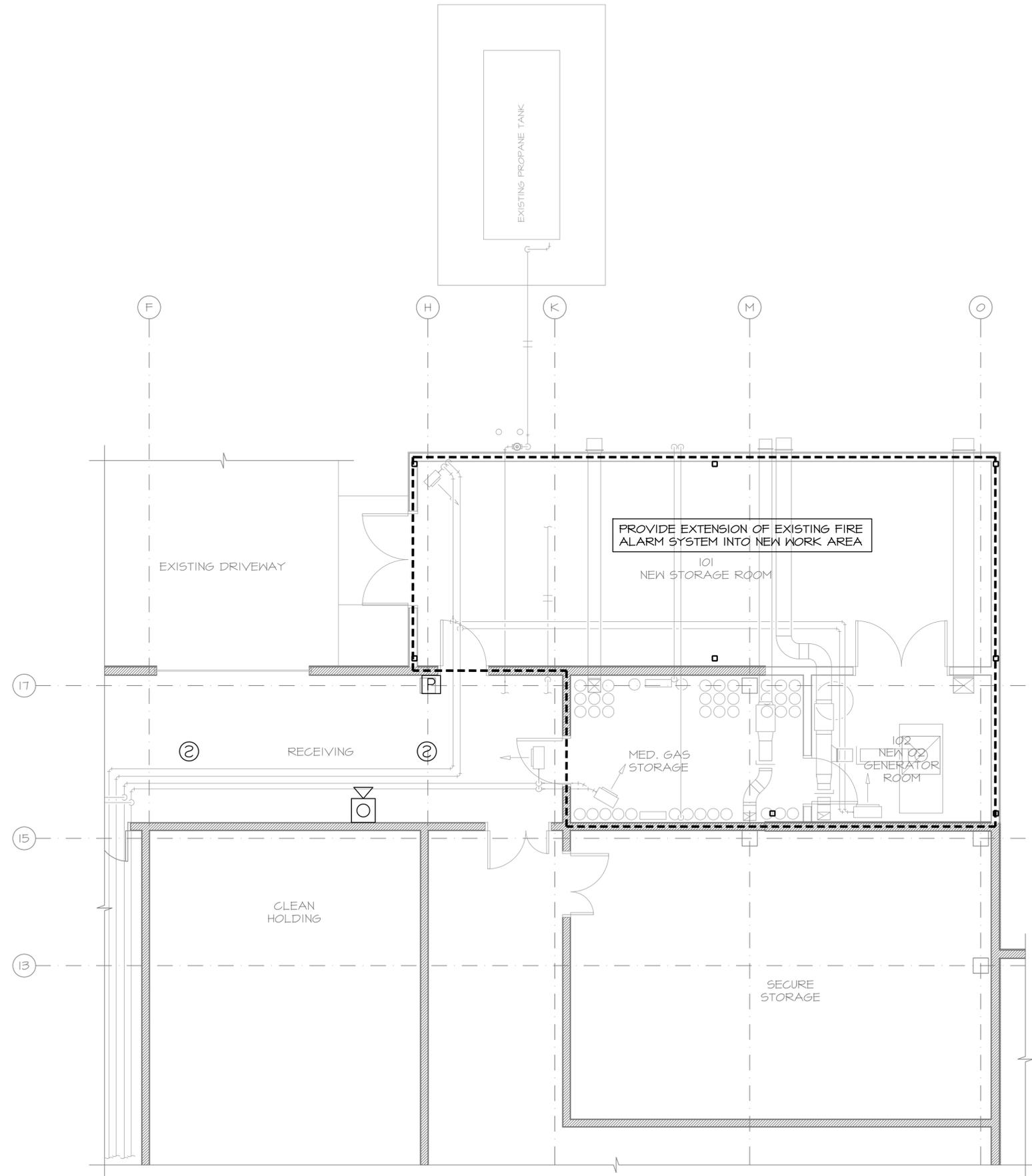
DRAWN D.T.C.	DATE 12/1/2017
CHECKED T.D.H.	JOB NO. 170302E

SHEET CONTENTS  
 PARTIAL POWER PLAN - NEW WORK

DRAWING NO.  
**E3.01**

**NOTES:**

1. REFERENCE SPECIFICATION 16741.
2. COORDINATE WITH THE MECHANICAL CONTRACTOR TO INSTALL TWO A/V GAS ALARM ANNUNCIATORS IN THE NEW WORK AREA. DEVICES AND INSTALLATION INSTRUCTIONS TO BE FURNISHED BY MECHANICAL. INSTALLATION AND WIRING BY ELECTRICAL CONTRACTOR.



**PARTIAL FIRE ALARM PLAN**  
 SCALE: 1/4" = 1'-0"  
 0 1' 2' 4' 8'

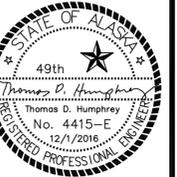
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 PROJECT MANAGER: CODY ALLEN

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 TDP@PECOHALL.COM



**VALDEZ REGIONAL HEALTH CENTER O2 GENERATOR ADDITION**  
 VALDEZ, ALASKA

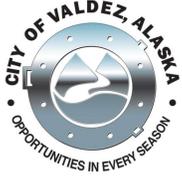
<b>DRAWN</b> D.T.C.	<b>DATE</b> 12/1/2017
<b>CHECKED</b> T.D.H.	<b>JOB NO.</b> 170302E

**SHEET CONTENTS**

PARTIAL FIRE ALARM PLAN

**DRAWING NO.**  
E4.01

Summary of Proposals Received				Project: Hospital Oxygen Generator Project											
Bid Opening				Contract No. 16-315-9196											
Date: March 15, 2018 at 1:30pm				Project No. 1352											
Place: Capital Facilities Conference Room				F&W Construction		Olgoonik		SR Bales		Wolverine					
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	1	LS	N/A	\$19,659.00	N/A	97,606.00	N/A	22,963.00	N/A	50,000.00	N/A		N/A	
2	Oxygen Generator Relocation	1	LS	N/A	\$35,378.00	N/A	20,763.00	N/A	27,406.00	N/A	25,000.00	N/A		N/A	
3	Oxygen Generator Addition	1	LS	N/A	\$476,508.00	N/A	486,892.00	N/A	525,896.00	N/A	540,000.00	N/A		N/A	
4	Field Engineering, Submittals, shop & record drawings, operating instructions, O&M manuals, and close-	1	LS	N/A	\$20,735.00	N/A	36,651.00	N/A	16,258.00	N/A	30,000.00	N/A		N/A	
	Addendum(s) Acknowledged				✓		✓		✓		✓				
	Bid Bond				✓		✓		✓		✓				
	Alaska Business License				✓		✓		✓		✓				
	Alaska Contractor License				✓		✓		✓		✓				
	<b>Total Base Bid</b>				\$552,280.00		\$641,912.00		\$592,523.00		\$645,000.00				
	Local bidder preference 10%										\$50,000.00				
	<b>Total Adjusted Bid</b>										\$595,000.00				
The bid totals are subject to correction after the bids have been completely reviewed.															
Totals have been reviewed		<input checked="" type="checkbox"/>		I hereby certify that the above is a true and correct summary of proposals received.											
Totals have been corrected		N/A		 _____ Project Manager											



## Legislation Text

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**File #:** 18-0153, **Version:** 1

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**ITEM TITLE:**

Approval of Professional Services Agreement with Alaska Testlab, LLC for the Kelsey Dock Interpretive Center - Phase 1 Project in the amount of \$ 138,253.00

**SUBMITTED BY:** Nathan Duval, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: \$ 138,253.00

Unencumbered Balance: \$ 350,853.30

Funding Source: 312-6400-58000

**RECOMMENDATION:**

Approve the Professional Services Agreement with Alaska Testlab, LLC for the Kelsey Dock Interpretive Center - Phase 1 Project in the amount of \$ 138,253.00

**SUMMARY STATEMENT:**

The City performed an RFQ for construction management/owner's rep services. This specific RFQ included the additional services of materials testing and special inspections. Three firms responded and Alaska Testlab, LLC was deemed the most qualified and the best value for the City. The Alaska Testlab personnel have experience in the City and performed well on their previous contract when acting as a division of DOWL Engineering. As of March 1<sup>st</sup>, they are their own entity, but the qualifications and level of service continue to meet the apparent needs of the City. They will represent the City on the Kelsey Dock Interpretive Center, West Klutina Repave & Sidewalks and Citywide Roof Replacement Projects.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Alaska Testlab, LLC (“Consultant”) is effective on the 3rd day of April, 2018.

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

**Project: Kelsey Dock Interpretive Center – Phase 1  
Project No: 17-312-6400  
Contract No.: 1375  
Cost Code: 312-6400-58000**

Consultant’s project manager under this agreement is Maria Kampsen.

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

City’s project manager is Nathan Duval.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with Appendix B.

**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 420 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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

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 Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000



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.

**ALASKA TESTLAB, LLC**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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

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

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

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Ruth E. Knight, Mayor

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

**ATTEST:**

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

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

\_\_\_\_\_  
Elke Doom, City Manager

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

**RECOMMENDED:**

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

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

**APPROVED AS TO FORM:**

Brena, Bell & Clarkson, P.C.

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

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

Agreement for Professional Services  
Project Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000



## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide all construction management and special inspection services necessary for the City of Valdez Kelsey Dock Interpretive Center project.

The scope of work is more specifically described in the attached proposal dated March 28, 2018.

## **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 \$138,253 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).



## Alaska Testlab

March 28, 2018

Mr. Nate Duval  
Capital Facilities Director  
City of Valdez  
PO Box 307  
Valdez, Alaska 99686

Subject: 2018 Cost Proposal  
Construction Management / Special Inspection Services  
Valdez, Alaska

Dear Mr. Duval:

We appreciate the opportunity to provide a cost proposal for the Construction Management / Special Inspection Services RFQ for the City of Valdez projects. The projects that ATL are responsible for include: the West Klutina project, the Kelsey Dock Interpretative Center project and the Citywide Roof Replacement project. In response to your request, we have provided a scope of work for the Construction Manager and Inspection Services and a cost sheet detailing general expenditures.

### CONSTRUCTION MANAGER

Our Construction Manager, Mike Felch has a daily fully burdened rate of \$1,050 based on a ten-hour work day. We have assumed a six-day construction week.

### COST SHEET/ASSUMPTIONS

The attached cost sheet/proposal identifies the best assumption for the three projects. We anticipate that all three projects will not be on line at the same time and have made some adjustments to incorporate a start up cost and a close out cost. For most of the project we will have at least Mike on site full time until we reach the time for project close out/punch list corrections, which we should be able to do with coordinated visits. We do feel that cost savings can be made to the attached proposals once we have all projects on-line and can reassess. The cost we have submitted we believe is a worst-case scenario, where one or more projects run beyond expected assumptions.

The steel/welding special inspector and additional materials technicians are periodic and not required on all projects. For planning purposes, we have estimated 2 welding visits and 3 technician visits. Steve will be on site for most of the testing and sampling that is required.

### DELIVERABLES

There will be required deliverables that are routinely submitted to the City. These include daily, weekly, and monthly documents. Listed below are anticipated deliverables and their frequency.

Daily Deliverables:

- Daily Field Reports for each project
- Daily paper trail posted on Submittal Exchange or equivalent as needed for RFI, Submittals, Change Orders, Correspondence etc.

Weekly Deliverables:

Mr. Nate Duval  
Capital Facilities Director  
March 28, 2018  
Page 2

- Weekly Progress Meetings, to include construction updates for all projects
  - Weekly CM Reports
- Monthly:
- Monthly Construction Schedule Review by CM
  - Pay Requests as needed
  - Billing to the City

There may be additional project specific deliverables or the need to increase or decrease frequency. During the project set up, these requirements as well as the communication plan, schedule, and other tasks will be firmly established.

Please see the attached spreadsheet for more details. The estimated cost is \$329,174. No construction schedules are available. Based on the limited information we reviewed, we believe the cost breakdown for the three projects is as follows:

Kelsey Dock - \$138,253  
West Klutina - \$131,670  
Roofs - \$59,251

We look forward to working with you on these projects. Please call or email me with any questions at (907) 205-1987 or [mkampsen@alaskatestlab.com](mailto:mkampsen@alaskatestlab.com).

Sincerely,  
Alaska Testlab



Maria E. Kampsen, P.E.  
Owner



2018 Valdez Proposal

Task	April	May	June	July	August	September	October	November	Lump Sum
<b>Personnel</b>									
Project Manager	\$ 1,000	\$ 2,025	\$ 1,950	\$ 1,950	\$ 2,025	\$ 1,000	\$ 500	\$ 500	
Construction/Project Manager Inspection	\$ 3,000	\$ 28,250	\$ 27,300	\$ 27,300	\$ 28,250	\$ 26,250	\$ 11,000	\$ 5,000	
Field Supervisor/Inspector			\$ 22,100	\$ 22,100	\$ 22,950	\$ 8,500			
Welding Inspector									\$ 7,420
Support Engineering / Review /Pay / Grade Inspector		\$ 400	\$ 600	\$ 600	\$ 800	\$ 200			
Materials Technician									\$ 7,500
Admin/Meeting Minutes		\$ 200	\$ 800	\$ 800	\$ 800	\$ 600	\$ 200		
<b>Reimbursables</b>									
Office Expenses / Submittal Exch.	\$ 500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,000	
Shipping (samples/densometer)									\$ 2,000
Mobilization / Demobilization									\$ 3,000
Materials Testing (proctors/conc)									\$ 4,000
Housing	\$ 400	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300		
Vehicle	\$ 400	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800		
Fuel	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200		
Per Diem	\$ 250	\$ 2,108	\$ 4,216	\$ 4,216	\$ 4,216	\$ 2,018	\$ 800	\$ 680	
Air Fare									\$ 3,500
<b>Monthly Total</b>	<b>\$ 5,750</b>	<b>\$ 38,283</b>	<b>\$ 62,266</b>	<b>\$ 62,266</b>	<b>\$ 64,341</b>	<b>\$ 43,868</b>	<b>\$ 17,800</b>	<b>\$ 7,180</b>	
<b>Lump Sum Total</b>									<b>\$ 27,420</b>
<b>Estimated Total</b>	<b>\$329,174</b>								



## 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 employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

**Agreement for Professional Services  
Project Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000**  
V. Payments:



The City shall pay to the Consultant the amount of any changes in the cost of insurance which 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, as shown in the proposal attached to Appendix 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 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.

Agreement for Professional Services  
Project Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000  
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 to 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 of the 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.

**Agreement for Professional Services  
Project Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000**



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 the 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 with 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.

**Agreement for Professional Services  
Project Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000**



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

- The provisions of this Agreement which 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 which 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 fraudulent as to the claim unless, with 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.

**Agreement for Professional Services  
Project Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000**



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

- (1) Consultant or subconsultants of Consultant 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 Consultant or subconsultants and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by Consultant in a prominent and easily accessible place at the site of the work;

**Agreement for Professional Services  
Project Kelsey Dock Interpretive Center –  
Phase 1  
Project No. 17-312-6400  
Contract No. 1375  
Cost Code: 312-6400-58000**

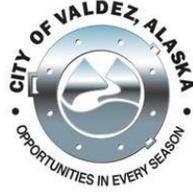


(4) The City shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by Consultant or subconsultant the difference between

(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 Consultant or subconsultant 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 Consultant'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 Consultant and Consultant's sureties are liable to the City for excess costs for completing the work.



**CITY OF VALDEZ**

**Project Title: Construction Management/Owner's Representative Services**

**Project No.: Multiple**

**Contract No.: N/A**

**TO: All Recipients**

**Date: March 27, 2018**

**SUBJECT: Firm Selection Results**

All Firms,

Thank you for your submissions for the City of Valdez Construction Management/ Owner's Rep & Inspection Services RFQ. All the firms were well qualified and presented unique solutions and distinct value.

As per the RFQ, the selection process was scored with 100 points available per reviewer for the statement of qualifications. Below are the scores as allocated by the review committee (3 members). Based on these results, the City has elected to solicit a fee proposal from Alaska Testlab, LLC. If you have further questions feel free to contact myself as needed.

Alaska Testlab = 271

Michael Baker Int. = 234

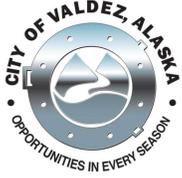
Meridian Management = 224

Thank you for the time your company put into this effort.

Sincerely,

Nathan Duval

Nathan Duval  
Capital Facilities Director, City of Valdez



## Legislation Text

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**File #:** 18-0154, **Version:** 1

---

**ITEM TITLE:**

Approval of Professional Services Agreement with Alaska Testlab LLC for the West Klutina Repave, Gutter & Sidewalk Replacement Project in the Amount of \$ 131,670.00

**SUBMITTED BY:** Nathan Duval, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: \$ 131,670.00

Unencumbered Balance: \$ 891,770.00

Funding Source: 350-0310-55000.1717

**RECOMMENDATION:**

Approve the Professional Services Agreement with Alaska Testlab LLC for the West Klutina Repave, Gutter & Sidewalk Replacement Project in the Amount of \$ 131,670.00

**SUMMARY STATEMENT:**

The City performed an RFQ for construction management/owner's rep services. This specific RFQ included the additional services of materials testing and special inspections. Three firms responded and Alaska Testlab, LLC was deemed the most qualified and the best value for the City. The Alaska Testlab personnel have experience in the City and performed well on their previous contract when acting as a division of DOWL Engineering. As of March 1<sup>st</sup>, they are their own entity, but the qualifications and level of service continue to meet the apparent needs of the City. They will represent the City on the Kelsey Dock Interpretive Center, West Klutina Repave & Sidewalks and Citywide Roof Replacement Projects.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Alaska Testlab, LLC (“Consultant”) is effective on the 3rd day of April, 2018.

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

**Project: West Klutina Repave, Gutter & Sidewalk Replacement  
Project No: 17-350-1714  
Contract No.: 1373  
Cost Code: 350-0310-55000.1714**

Consultant’s project manager under this agreement is Maria Kampsen.

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

City’s project manager is Nathan Duval.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with Appendix B.

**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 420 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

**Agreement for Professional Services**  
**Project West Klutina Repave, Gutter and**  
**Sidewalk Replacement**  
**Project No. 17-350-1714**  
**Contract No. 1373**  
**Cost Code: 350-0310-55000.1714**



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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

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 West Klutina Repave, Gutter and  
Sidewalk Replacement  
Project No. 17-350-1714  
Contract No. 1373  
Cost Code: 350-0310-55000.1714



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.

**ALASKA TESTLAB, LLC**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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

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

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

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Ruth E. Knight, Mayor

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

**ATTEST:**

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

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

\_\_\_\_\_  
Elke Doom, City Manager

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

**RECOMMENDED:**

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

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

**APPROVED AS TO FORM:**

Brena, Bell & Clarkson, P.C.

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

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

**Agreement for Professional Services  
Project West Klutina Repave, Gutter and  
Sidewalk Replacement  
Project No. 17-350-1714  
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## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide all construction management and special inspection services necessary for the City of Valdez West Klutina Repave, Gutter and Sidewalk Replacement project.

The scope of work is more specifically described in the attached proposal dated March 28, 2018.

## **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 \$131,670 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).



## Alaska Testlab

March 28, 2018

Mr. Nate Duval  
Capital Facilities Director  
City of Valdez  
PO Box 307  
Valdez, Alaska 99686

Subject: 2018 Cost Proposal  
Construction Management / Special Inspection Services  
Valdez, Alaska

Dear Mr. Duval:

We appreciate the opportunity to provide a cost proposal for the Construction Management / Special Inspection Services RFQ for the City of Valdez projects. The projects that ATL are responsible for include: the West Klutina project, the Kelsey Dock Interpretative Center project and the Citywide Roof Replacement project. In response to your request, we have provided a scope of work for the Construction Manager and Inspection Services and a cost sheet detailing general expenditures.

### CONSTRUCTION MANAGER

Our Construction Manager, Mike Felch has a daily fully burdened rate of \$1,050 based on a ten-hour work day. We have assumed a six-day construction week.

### COST SHEET/ASSUMPTIONS

The attached cost sheet/proposal identifies the best assumption for the three projects. We anticipate that all three projects will not be on line at the same time and have made some adjustments to incorporate a start up cost and a close out cost. For most of the project we will have at least Mike on site full time until we reach the time for project close out/punch list corrections, which we should be able to do with coordinated visits. We do feel that cost savings can be made to the attached proposals once we have all projects on-line and can reassess. The cost we have submitted we believe is a worst-case scenario, where one or more projects run beyond expected assumptions.

The steel/welding special inspector and additional materials technicians are periodic and not required on all projects. For planning purposes, we have estimated 2 welding visits and 3 technician visits. Steve will be on site for most of the testing and sampling that is required.

### DELIVERABLES

There will be required deliverables that are routinely submitted to the City. These include daily, weekly, and monthly documents. Listed below are anticipated deliverables and their frequency.

Daily Deliverables:

- Daily Field Reports for each project
- Daily paper trail posted on Submittal Exchange or equivalent as needed for RFI, Submittals, Change Orders, Correspondence etc.

Weekly Deliverables:

Mr. Nate Duval  
Capital Facilities Director  
March 28, 2018  
Page 2

- Weekly Progress Meetings, to include construction updates for all projects
  - Weekly CM Reports
- Monthly:
- Monthly Construction Schedule Review by CM
  - Pay Requests as needed
  - Billing to the City

There may be additional project specific deliverables or the need to increase or decrease frequency. During the project set up, these requirements as well as the communication plan, schedule, and other tasks will be firmly established.

Please see the attached spreadsheet for more details. The estimated cost is \$329,174. No construction schedules are available. Based on the limited information we reviewed, we believe the cost breakdown for the three projects is as follows:

Kelsey Dock - \$138,253  
West Klutina - \$131,670  
Roofs - \$59,251

We look forward to working with you on these projects. Please call or email me with any questions at (907) 205-1987 or [mkampsen@alaskatestlab.com](mailto:mkampsen@alaskatestlab.com).

Sincerely,  
Alaska Testlab



Maria E. Kampsen, P.E.  
Owner



2018 Valdez Proposal

Task	April	May	June	July	August	September	October	November	Lump Sum
<b>Personnel</b>									
Project Manager	\$ 1,000	\$ 2,025	\$ 1,950	\$ 1,950	\$ 2,025	\$ 1,000	\$ 500	\$ 500	
Construction/Project Manager Inspection	\$ 3,000	\$ 28,250	\$ 27,300	\$ 27,300	\$ 28,250	\$ 26,250	\$ 11,000	\$ 5,000	
Field Supervisor/Inspector			\$ 22,100	\$ 22,100	\$ 22,950	\$ 8,500			
Welding Inspector									\$ 7,420
Support Engineering / Review /Pay / Grade Inspector		\$ 400	\$ 600	\$ 600	\$ 800	\$ 200			
Materials Technician									\$ 7,500
Admin/Meeting Minutes		\$ 200	\$ 800	\$ 800	\$ 800	\$ 600	\$ 200		
<b>Reimbursables</b>									
Office Expenses / Submittal Exch.	\$ 500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,000	
Shipping (samples/densometer)									\$ 2,000
Mobilization / Demobilization									\$ 3,000
Materials Testing (proctors/conc)									\$ 4,000
Housing	\$ 400	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300		
Vehicle	\$ 400	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800		
Fuel	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200		
Per Diem	\$ 250	\$ 2,108	\$ 4,216	\$ 4,216	\$ 4,216	\$ 2,018	\$ 800	\$ 680	
Air Fare									\$ 3,500
<b>Monthly Total</b>	<b>\$ 5,750</b>	<b>\$ 38,283</b>	<b>\$ 62,266</b>	<b>\$ 62,266</b>	<b>\$ 64,341</b>	<b>\$ 43,868</b>	<b>\$ 17,800</b>	<b>\$ 7,180</b>	
<b>Lump Sum Total</b>									<b>\$ 27,420</b>
<b>Estimated Total</b>	<b>\$329,174</b>								



## 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.

**Agreement for Professional Services  
Project West Klutina Repave, Gutter and  
Sidewalk Replacement  
Project No. 17-350-1714  
Contract No. 1373  
Cost Code: 350-0310-55000.1714**



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 employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

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V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which 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, as shown in the proposal attached to Appendix 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 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.

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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 to 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 of the 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.

**Agreement for Professional Services  
Project West Klutina Repave, Gutter and  
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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 the 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 with 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.

**Agreement for Professional Services  
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In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement which 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 which 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 fraudulent as to the claim unless, with 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.

**Agreement for Professional Services  
Project West Klutina Repave, Gutter and  
Sidewalk Replacement  
Project No. 17-350-1714  
Contract No. 1373  
Cost Code: 350-0310-55000.1714**



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

- (1) Consultant or subconsultants of Consultant 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 Consultant or subconsultants and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by Consultant in a prominent and easily accessible place at the site of the work;

**Agreement for Professional Services  
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(4) The City shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by Consultant or subconsultant 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 Consultant or subconsultant 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 Consultant'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 Consultant and Consultant's sureties are liable to the City for excess costs for completing the work.



**CITY OF VALDEZ**

**Project Title: Construction Management/Owner's Representative Services**

**Project No.: Multiple**

**Contract No.: N/A**

**TO: All Recipients**

**Date: March 27, 2018**

**SUBJECT: Firm Selection Results**

All Firms,

Thank you for your submissions for the City of Valdez Construction Management/ Owner's Rep & Inspection Services RFQ. All the firms were well qualified and presented unique solutions and distinct value.

As per the RFQ, the selection process was scored with 100 points available per reviewer for the statement of qualifications. Below are the scores as allocated by the review committee (3 members). Based on these results, the City has elected to solicit a fee proposal from Alaska Testlab, LLC. If you have further questions feel free to contact myself as needed.

Alaska Testlab = 271

Michael Baker Int. = 234

Meridian Management = 224

Thank you for the time your company put into this effort.

Sincerely,

Nathan Duval

Nathan Duval  
Capital Facilities Director, City of Valdez



## Legislation Text

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**File #:** 18-0155, **Version:** 1

---

**ITEM TITLE:**

Approval of Professional Services Agreement with Alaska Testlab LLC for the Citywide Roof Replacement Project in the Amount of \$ 59,251.00

**SUBMITTED BY:** Nathan Duval, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: \$ 59,251.00

Unencumbered Balance: \$ 2,241,319.00

Funding Source: 310-1130-58000

**RECOMMENDATION:**

Approve the Professional Services Agreement with Alaska Testlab LLC for the Citywide Roof Replacement Project in the Amount of \$ 59,251.00

**SUMMARY STATEMENT:**

The City performed an RFQ for construction management/owner's rep services. This specific RFQ included the additional services of materials testing and special inspections. Three firms responded and Alaska Testlab, LLC was deemed the most qualified and the best value for the City. The Alaska Testlab personnel have experience in the City and performed well on their previous contract when acting as a division of DOWL Engineering. As of March 1<sup>st</sup>, they are their own entity, but the qualifications and level of service continue to meet the apparent needs of the City. They will represent the City on the Kelsey Dock Interpretive Center, West Klutina Repave & Sidewalks and Citywide Roof Replacement Projects.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Alaska Testlab, LLC (“Consultant”) is effective on the 3rd day of April, 2018.

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

**Project: Citywide Roof Replacement  
Project No: 16-310-1130  
Contract No.: 1374  
Cost Code: 310-1130-58000**

Consultant’s project manager under this agreement is Maria Kampsen.

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

City’s project manager is Nathan Duval.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with Appendix B.

**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 360 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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

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 Citywide Roof Replacement  
Project No. 16-310-1130  
Contract No. 1374  
Cost Code: 310-1130-58000



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.

**ALASKA TESTLAB, LLC**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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

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

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

**CITY OF VALDEZ, ALASKA**

**APPROVED:**

\_\_\_\_\_  
Ruth E. Knight, Mayor

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

**ATTEST:**

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

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

\_\_\_\_\_  
Elke Doom, City Manager

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

**RECOMMENDED:**

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

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

**APPROVED AS TO FORM:**

Brena, Bell & Clarkson, P.C.

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

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

**Agreement for Professional Services  
Project Citywide Roof Replacement  
Project No. 16-310-1130  
Contract No. 1374  
Cost Code: 310-1130-58000**



## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide all construction management and special inspection services necessary for the City of Valdez Citywide Roof replacement project.

The scope of work is more specifically described in the attached proposal dated March 28, 2018.

## **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 \$59,251 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).



## Alaska Testlab

March 28, 2018

Mr. Nate Duval  
Capital Facilities Director  
City of Valdez  
PO Box 307  
Valdez, Alaska 99686

Subject: 2018 Cost Proposal  
Construction Management / Special Inspection Services  
Valdez, Alaska

Dear Mr. Duval:

We appreciate the opportunity to provide a cost proposal for the Construction Management / Special Inspection Services RFQ for the City of Valdez projects. The projects that ATL are responsible for include: the West Klutina project, the Kelsey Dock Interpretative Center project and the Citywide Roof Replacement project. In response to your request, we have provided a scope of work for the Construction Manager and Inspection Services and a cost sheet detailing general expenditures.

### CONSTRUCTION MANAGER

Our Construction Manager, Mike Felch has a daily fully burdened rate of \$1,050 based on a ten-hour work day. We have assumed a six-day construction week.

### COST SHEET/ASSUMPTIONS

The attached cost sheet/proposal identifies the best assumption for the three projects. We anticipate that all three projects will not be on line at the same time and have made some adjustments to incorporate a start up cost and a close out cost. For most of the project we will have at least Mike on site full time until we reach the time for project close out/punch list corrections, which we should be able to do with coordinated visits. We do feel that cost savings can be made to the attached proposals once we have all projects on-line and can reassess. The cost we have submitted we believe is a worst-case scenario, where one or more projects run beyond expected assumptions.

The steel/welding special inspector and additional materials technicians are periodic and not required on all projects. For planning purposes, we have estimated 2 welding visits and 3 technician visits. Steve will be on site for most of the testing and sampling that is required.

### DELIVERABLES

There will be required deliverables that are routinely submitted to the City. These include daily, weekly, and monthly documents. Listed below are anticipated deliverables and their frequency.

Daily Deliverables:

- Daily Field Reports for each project
- Daily paper trail posted on Submittal Exchange or equivalent as needed for RFI, Submittals, Change Orders, Correspondence etc.

Weekly Deliverables:

Mr. Nate Duval  
Capital Facilities Director  
March 28, 2018  
Page 2

- Weekly Progress Meetings, to include construction updates for all projects
  - Weekly CM Reports
- Monthly:
- Monthly Construction Schedule Review by CM
  - Pay Requests as needed
  - Billing to the City

There may be additional project specific deliverables or the need to increase or decrease frequency. During the project set up, these requirements as well as the communication plan, schedule, and other tasks will be firmly established.

Please see the attached spreadsheet for more details. The estimated cost is \$329,174. No construction schedules are available. Based on the limited information we reviewed, we believe the cost breakdown for the three projects is as follows:

Kelsey Dock - \$138,253  
West Klutina - \$131,670  
Roofs - \$59,251

We look forward to working with you on these projects. Please call or email me with any questions at (907) 205-1987 or [mkampsen@alaskatestlab.com](mailto:mkampsen@alaskatestlab.com).

Sincerely,  
Alaska Testlab



Maria E. Kampsen, P.E.  
Owner



2018 Valdez Proposal

Task	April	May	June	July	August	September	October	November	Lump Sum
<b>Personnel</b>									
Project Manager	\$ 1,000	\$ 2,025	\$ 1,950	\$ 1,950	\$ 2,025	\$ 1,000	\$ 500	\$ 500	
Construction/Project Manager Inspection	\$ 3,000	\$ 28,250	\$ 27,300	\$ 27,300	\$ 28,250	\$ 26,250	\$ 11,000	\$ 5,000	
Field Supervisor/Inspector			\$ 22,100	\$ 22,100	\$ 22,950	\$ 8,500			
Welding Inspector									\$ 7,420
Support Engineering / Review /Pay / Grade Inspector		\$ 400	\$ 600	\$ 600	\$ 800	\$ 200			
Materials Technician									\$ 7,500
Admin/Meeting Minutes		\$ 200	\$ 800	\$ 800	\$ 800	\$ 600	\$ 200		
<b>Reimbursables</b>									
Office Expenses / Submittal Exch.	\$ 500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,000	
Shipping (samples/densometer)									\$ 2,000
Mobilization / Demobilization									\$ 3,000
Materials Testing (proctors/conc)									\$ 4,000
Housing	\$ 400	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300		
Vehicle	\$ 400	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800		
Fuel	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200		
Per Diem	\$ 250	\$ 2,108	\$ 4,216	\$ 4,216	\$ 4,216	\$ 2,018	\$ 800	\$ 680	
Air Fare									\$ 3,500
<b>Monthly Total</b>	<b>\$ 5,750</b>	<b>\$ 38,283</b>	<b>\$ 62,266</b>	<b>\$ 62,266</b>	<b>\$ 64,341</b>	<b>\$ 43,868</b>	<b>\$ 17,800</b>	<b>\$ 7,180</b>	
<b>Lump Sum Total</b>									<b>\$ 27,420</b>
<b>Estimated Total</b>	<b>\$329,174</b>								



## 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 employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

**Agreement for Professional Services  
Project Citywide Roof Replacement  
Project No. 16-310-1130  
Contract No. 1374  
Cost Code: 310-1130-58000**



V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which 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, as shown in the proposal attached to Appendix 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 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 of 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 to 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

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Contract No. 1374  
Cost Code: 310-1130-58000**



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 of the 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 propose Subconsultants. Failure of the City to give prompt notification shall constitute notice

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Project Citywide Roof Replacement  
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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 the 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 with 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 which 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 which 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 fraudulent as to the claim unless, with 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 which does not otherwise exist without regard to this Agreement.

**Agreement for Professional Services  
Project Citywide Roof Replacement  
Project No. 16-310-1130  
Contract No. 1374  
Cost Code: 310-1130-58000**



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

- (1) Consultant or subconsultants of Consultant 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 Consultant or subconsultants and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by Consultant 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 Consultant or subconsultant the difference between
  - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and

**Agreement for Professional Services  
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(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 Consultant or subconsultant 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 Consultant'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 Consultant and Consultant's sureties are liable to the City for excess costs for completing the work.



**CITY OF VALDEZ**

**Project Title: Construction Management/Owner's Representative Services**

**Project No.: Multiple**

**Contract No.: N/A**

**TO: All Recipients**

**Date: March 27, 2018**

**SUBJECT: Firm Selection Results**

All Firms,

Thank you for your submissions for the City of Valdez Construction Management/ Owner's Rep & Inspection Services RFQ. All the firms were well qualified and presented unique solutions and distinct value.

As per the RFQ, the selection process was scored with 100 points available per reviewer for the statement of qualifications. Below are the scores as allocated by the review committee (3 members). Based on these results, the City has elected to solicit a fee proposal from Alaska Testlab, LLC. If you have further questions feel free to contact myself as needed.

Alaska Testlab = 271

Michael Baker Int. = 234

Meridian Management = 224

Thank you for the time your company put into this effort.

Sincerely,

Nathan Duval

Nathan Duval  
Capital Facilities Director, City of Valdez



## Legislation Text

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**File #:** 18-0156, **Version:** 1

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**ITEM TITLE:**

Approval to purchase a 2018 Chevrolet Tahoe SSV from Alaska Sales and Service including accessories from various suppliers and travel expenses in the amount of \$69,735.32

**SUBMITTED BY:** Rob Comstock, Public Works Director

**FISCAL NOTES:**

Expenditure Required: \$69,735.32

Unencumbered Balance: \$67,000.00

Funding Source: 350-0400-58000

**RECOMMENDATION:**

Approval to purchase a 2018 Chevrolet Tahoe SSV from Alaska Sales and Service including accessories from various suppliers and travel expenses in the amount of \$69,735.32

**SUMMARY STATEMENT:**

Staff Recommends:

This vehicle is over budget due to the overall price increase of the complete build since quoted in August 2017 for the budget process. The Major Equipment account has funds to cover this \$2,735.32 shortfall from the under budget 906M Loader approval on 3/20/2018.

This 2018 Tahoe will be purchased using the GM Government Bid Assist Program. This is a 2018 budgeted item being replaced in accordance with the City's 10 year Major Equipment replacement schedule.

The base price for this vehicle is \$39,410.00. The accessories needed to equip this vehicle as a patrol unit are: Alaska Safety \$15,095.00, a new video recording system from PCS Mobile \$7612.39, new Motorola radio from Motorola Solutions \$4,119.55, winter tires and wheels from GCR \$1,640.88, the decals from The Printer for \$907.50 and travel expenses for inspection and delivery. CAT Transportation will be used for the freight.

Once the new vehicle is received in the fleet, a cruiser will be evaluated against other vehicles within the cities fleet and will be used to replace another hand me down or surplused.

**Alaska Sales and Service, CSV**

1300 E 5th Ave.  
Anchorage, AK. 99501  
Telephone # 907-265-7530  
Fax # 907-265-7507

**INVOICE:**

**DATE:** 2/5/2018  
**INVOICE** ORDER  
**SALESMAN:** B Westin  
**FAN #** 817729  
812617

**SOLD TO:** CITY OF VALDEZ  
**ADDRESS** P O Box 307 602 W Egan  
VALDEZ ALASKA 99686

MAKE	YEAR	MODEL	BODY STYLE	NEW OR USED
Chevrolet	2018	Tahoe SSV	4WD Police	NEW
SERIAL NUMBER		REFERENCE		
		P O #		

OPTIONAL EQUIP. AND ACC.  
DESCRIPTION

NEW CAR- FACTORY INSTALLED:

Bid Asst #855773 / 43

NEW CAR- DEALER INSTALLED:

Program 6 Keys / Transmitters \$680.00

Funds To:

ALASKA SALES AND SERVICE  
1300 EAST 5TH AVENUE  
ANCHORAGE AK 99501

PURCHASER'S SIGNATURE

THE PURCHASER ACKNOWLEDGES RECEIPT OF THIS CAR AND A COPY OF THIS INVOICE.

<b>PRICE OF CAR:</b>	\$38,705.00
<b>DELIVERED PRICE:</b>	
<b>EXTRAS:</b>	
<b>OPTIONAL EQUIP. &amp; ACC</b>	
<b>FACTORY INSTALLED:</b>	included
<b>DEALER INSTALLED:</b>	\$680.00
<b>TOTAL CASH PRICE</b>	\$39,385.00
<b>FACTORY REBATE:</b>	
<b>DOWNPAYMENT</b>	
<b>USED CAR:</b>	
YEAR	MAKE
MODEL	BODY
<b>LICENSE NO#</b>	
<b>Document Fees</b>	\$0.00
<b>LICENSE &amp; TITLE FEES:</b>	\$25.00
<b>Balance Due</b>	\$39,410.00



Legislation Text

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**File #:** 18-0157, **Version:** 1

---

**ITEM TITLE:**

Discussion Item: City Warehouse Building (Museum Annex)

**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:**

Council has requested a discussion item regarding the city warehouse which currently houses the Valdez Museum Annex collection.



## Legislation Text

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**File #:** ORD 18-0003, **Version:** 1

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**ITEM TITLE:**

#18-03 - Amending Chapter 2.80 of the Valdez Municipal Code Titled Procurement Policy. Second Reading. Adoption.

**SUBMITTED BY:** Jake Staser, City Attorney and 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:**

Ordinance #18-03 amends Title 1, Chapter 1.08, for the purpose of modernizing the procurement code, implementing best procurement practices, improving flexibility and efficiency in administering the procurement code, and to maximize the value City of Valdez funds used for procurement. Several meetings were held with department heads and city staff on the procurement process and proposed revisions to the code. Multiple work sessions were conducted with city council to solicit input.

In undertaking a review and revision of the procurement code, the City Attorney, City Clerk, Staff, and Council worked together to create a modernized procurement code that incorporates best practices for municipal procurement policies nationwide. A survey of municipal and state procurement codes along with the model procurement code, which is produced by the American Bar Association and widely used, was conducted in order to identify areas in need of improvement in the existing procurement code.

The addition of specific provisions regarding the procedure by which procurements shall be made will encourage consistency in procurements while the addition of additional procurement methodologies will allow the City the flexibility necessary to achieve best value. Other additions including a section regarding ethics, maintenance of records, and contract review by the City Attorney, which will ensure that the code is administered in a manner that limits the City's liability.

CITY OF VALDEZ, ALASKA

ORDINANCE #18-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING CHAPTER 2.80 OF THE VALDEZ MUNICIPAL CODE TITLED PROCUREMENT POLICY

WHEREAS, the following amendments to Chapter 2.80 of the Valdez Municipal Code hereby establish the procurement policy for the City of Valdez.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA THAT the following amendments are made to Chapter 2.80 of the Valdez Municipal Code:

Section 1. Chapter 2.80 of the Valdez Municipal Code is hereby amended to read as follows:

**Chapter 2.80**

**PROCUREMENT POLICY**

Sections:

- 2.80.010 Purpose.
- 2.80.020 Definitions.
- 2.80.025 Ethics.
- 2.80.030 Manner of making procurements generally.
- 2.80.035 Limit on duration of city contracts.
- 2.80.040 Approval of city council required—Procurements.
- 2.80.045 Emergency procurements.
- 2.80.050 Approval of city council required— Modifications and Change orders.
- 2.80.055 Specifications.
- 2.80.060 Competitive procurement procedure.
- 2.80.065 Competitive bidding.
- 2.80.070 Competitive proposals. ~~Open market purchases/procurements.~~
- 2.80.075 Open market purchases/procurements. ~~Professional services.~~
- 2.80.080 Professional services. ~~Contractor bonding requirements.~~
- 2.80.085 Hybrid contracts.
- 2.80.090 Construction manager /general contractor contracts. ~~Award of contract for competitively bid procurements.~~
- 2.80.095 Contractor bonding requirements.
- 2.80.100 Records.
- 2.80.110 Review of contracts by City Attorney.

## 2.80.010 Purpose.

The purpose of this chapter is to:

- A. Establish consistent procurement principles for all agencies of the city;
- B. Maximize to the fullest extent practicable the purchasing value of city funds;
- C. Clearly define authority for the purchasing function within the city organization; and
- D. Encourage local procurement ~~local industry~~, strengthen and stabilize the local economy, decrease local unemployment, and strengthen the tax and revenue base of the city, and assist small and disadvantaged businesses in learning how to do business with the city. (Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part): Ord. 93-19 § 1: prior code § 20-1)

## 2.80.020 Definitions.

As used in this chapter:

~~“Architectural and engineering services” means those professional services within the scope of the practice of architecture, engineering or land surveying, as defined by the law of the state.~~

“Bid” means any response to a public solicitation for the purpose of acquiring goods or services that provides an opportunity for qualified vendors to compete, either monetarily or based on other predetermined criteria.

“Construction” means the on-site erection, alteration, extension, repair, improvement or demolition of any public structure, building, facility, road or highway, or other improvements of any kind to any public real property. This includes painting and redecorating of structures, buildings or real property, but does not include routine operation, minor repair or maintenance. Construction is a contractual service. ~~of existing buildings, improvements, or roads and highways which are recurring services normally performed in connection with the ownership, occupancy or use of the building or improvements.~~

“Contract” means all types of city agreements, regardless of what they may be called, for the procurement or disposal of supplies, or contractual services. ~~services, professional services or construction.~~

“Contract amendment” means any change or modification in the terms of a contract accomplished by agreement of the parties, including change orders.

“Contractor” means the person or firm who has entered into a binding contract or agreement with the city to provide supplies, services, professional services, construction or disposal of surplus supplies.

“Contractual services” means services performed for the city by persons not in the employment of the city and may include the use of equipment or the furnishing of commodities in connection with such services under express or implied contract. Contractual services shall include travel; freight; express; parcel post; postage; telephone; telegraph; utilities; rents; printing and binding; repairs; alterations and maintenance of buildings, equipment, streets, bridges and other physical facilities of the city; and other services performed for the city by persons not in the employment of the city. Contractual services include professional services and construction.

“Crisis,” “emergency,” or “disaster” means an unanticipated event or set of circumstances that requires immediate action to avoid threats to life or property or to avoid an immediate, significant liability to the city, or to otherwise respond to such threats or damage resulting therefrom as declared in accordance with the city charter and code.

“Department director” means the director or manager of a city department established by the city code or by the city manager as provided in city code section 2.08.050.

“Financial interest” means a direct or indirect pecuniary or material benefit accruing to a city official or employee as a result of a contract or transaction by or with the city except for such contracts or transactions which by their terms and by substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. A financial interest does not include city paid remuneration for official duties or city employment. A person has a financial interest in a decision if a substantial possibility exists that a financial interest of that person might vary with the outcome of the decision. A financial interest of an employee or official includes:

A. Any financial interest of a member of that person’s immediate family, which is defined as a person’s parents, spouses, siblings, and children;

B. Any financial interest in an entity in which that person or a member of his immediate family has an ownership interest, or is a director, officer or employee;

C. Any financial interest of a person or entity with whom the employee or official or a member of his immediate family or an entity described in subparagraph B of this subsection has or is likely to acquire a contractual relationship relating to the transaction in question.

“Immediate family” means a person's parents, spouse, siblings, and children.

“Invitation to bid” means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

“Local bidder” means ~~a business who~~: a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in A through C below for a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:

A. If the bidder is a corporation or limited liability company, the bidder's primary business address has a City of Valdez postal zip code, as reflected on the bidder's State of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;

B. If the bidder is an individual, the bidder's primary business or residential address has a City of Valdez postal zip code, as reflected on the bidder's State of Alaska business license.

C. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection A or B above.

~~1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:~~

~~a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;~~

~~b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;~~

~~c. Has current state business licenses and city business registrations;~~

~~d. Has maintained year-round employment of one or more city resident(s);~~

~~2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.~~

"Person" means an individual, group of individuals, business, entity, non-business association, other governmental entity, or advisory board created by the city.

"Procurement" means buying, purchasing, renting, leasing or otherwise acquiring supplies, services, professional services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Procurement agent" means a department director, department manager, or designee with procurement authority.

"Professional services" means all advisory, consulting, technical, research or other services, such as architectural, engineering, land surveying, legal and financial, which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise or training gained by formal studies or experience.

"Purchase order" means a document authorizing a seller to deliver supplies, materials, or equipment with payment to be made at a later date. A purchase order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

“Request for proposals” means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

“Request for qualifications” means all documents, whether attached or incorporated by reference, utilized for soliciting qualifications.

“Responsible bidder” or “Responsible offeror” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

“Responsive bidder” means a person who has submitted a bid that conforms in all material respects to the Invitation for Bids.

"Standard specification" means a description of generally applicable requirements for a specific type of procurement including but not limited to requirements for performance, licensing, inspecting, testing and delivery.

“Supplies” means any tangible personal property or consumables. (Ord. 12-09 § 1 (part): Ord. 10-04 § 1 (part): Ord. 09-05 § 1 (part): Ord. 93-19 § 2; prior code § 20-2)

### **2.80.025 Ethics.**

A. It shall be a conflict of interest for any employee to participate directly or indirectly in a procurement when the employee knows that:

1. The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement;

2. A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or

3. Any other person, business, or organization with whom the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

B. All employees shall file and maintain a statement of potential conflicts of interest with the City Clerk. The statement of potential conflicts of interests shall identify all persons that would present a conflict of interest if the employee were to procure supplies or contractual services from them and describe the nature of the conflict. The City Manager may preclude or otherwise limit an employee’s authority to procure from persons that present a potential conflict of interest.

C. Upon discovery of an actual conflict of interest, an employee shall promptly file a written statement describing the conflict of interest with the City Manager. The City Manager may require the employee to withdraw from further participation or otherwise limit the employee’s participation in the procurement involved.

D. Every officer and employee of the city is expressly prohibited from accepting directly or indirectly from any person to which any such contract is or might be awarded

any rebate, gift, money or anything of pecuniary value, except where given for the use and benefit of the city or where accepted with the express consent of the city council.

E. No person shall offer, give or agree to give any employee or former employee, nor shall any employee or former employee solicit, demand, accept or agree to accept from another person a gratuity, kickback or offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement.

F. No employee shall be retained nor retain another person to solicit or secure a city contract upon an agreement of understanding for a commission, percentage, brokerage or other contingent fee.

G. No payment, gratuity or offer of employment shall be made by or on behalf of a subcontractor under a contract to a prime contractor or higher tier subcontractor or any person associated with a contract as an inducement for award of a subcontract or order.

### **2.80.030 Manner of making procurements generally.**

A. The procurement of all supplies, materials, equipment and contractual services for the offices, departments and agencies of the city government shall be made by the city manager or by other city personnel in accordance with purchase authorizations provided under this chapter or in accordance with the Purchase Card Manual established by the city. ~~issued by the city manager.~~

B. All procurements for contractual services estimated by the procurement agent to be over \$10,000 in value shall be memorialized in a formal written contract to be executed by the parties bound to its terms and setting out the specific terms of performance. Procurements for contractual services to be conducted off of city property and estimated by the procurement agent to be under \$10,000 in value may be completed by purchase order. All procurements for supplies, materials, and equipment may be completed by purchase order. All contracts and purchase orders shall include standard terms and conditions approved by the city attorney.

C. Subject to the limitations of this section, any type of contract, which will promote the best interests of the city may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than any other type or that it is impracticable to obtain the supplies or contractual services required except under such a contract.

~~D.~~ All provisions of this chapter are subject to, and subordinate to, procurement requirements of the state or federal government where required by law including but not limited to contracts where ~~when~~ state or federal grant revenues are used. (Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part): prior code § 20-3)

E. Where applicable, all city contracts must comply with the public contract requirements provided by state statute and regulation including but not limited to:

1. Wage and hour requirements under AS 36.05;
  2. Local hire and employee preference requirements under AS 36.10;
  3. Contractor bonding requirements under AS 36.25;
  4. Public construction contract payment requirements under AS 36.90; and
  5. Mandatory contractual provision requirements under AS 36.90.
- F. City department directors shall establish and maintain lists of persons who desire to provide supplies, services, professional services or construction services to the city.
1. A person who desires to be on a bidder's list shall submit to the city department directors' evidence of a valid state business license and a description of the supplies or services the person desires to provide. A construction contractor shall also submit a valid certificate of registration issued under AS 08.18. The department director may require submission of additional information.
  2. The list may be used by the city department director responsible for the procurement when issuing invitations to bid or requests for proposals.
- G. The city shall make reasonable efforts to solicit bids and proposals from local suppliers and contractors.

#### **2.80.035 Limitation on duration of city contracts.**

- A. All contracts must, by the terms thereof, be fully executed within a period of five years unless a majority of the qualified electors of the city who vote thereon have approved the contract prior to execution.
- B. This requirement does not apply to contracts concerning interests in real property, franchises, contracts for services with a public utility or with other governmental units, or to contracts for debt secured by the bonds or notes of the city.

#### **2.80.040 Approval of city council required—Procurements.**

Every ~~contract for~~, or procurement of budgeted supplies, budgeted materials, budgeted equipment or budgeted contractual services for more than ~~forty~~ one hundred thousand dollars shall require the approval of the city council. Procurements over forty thousand dollars for supplies, materials, equipment, or contractual services that (1) are not specifically in budget for the year of procurement or (2) exceed the budgeted amount require council approval. For each budgeted procurement between forty thousand dollars and one hundred thousand dollars that does not require council approval, the city council shall be notified by written report detailing such procurement at the next regular city council meeting following such procurement. Such notification shall include:

1. The dollar amount of the procurement;

2. Whether the procurement was completed by competitive bid or proposal;
3. What other bids or offers were received;
4. If not completed by competitive bid or proposal, the basis for not seeking competitive bids or proposals;
5. A statement regarding why the chosen bid or offer was most advantageous to the city.

(Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part): prior code § 20-4)

#### **2.80.045 Emergency procurements.**

The provisions of this chapter may be waived during times of crisis, emergency or disaster when operating under a declaration of emergency issued by the mayor for no longer than seven days. The city manager or authorized successor shall have the responsibility to protect the interest of the city consistent with prudent and appropriate emergency responses. All provisions of this chapter waived while operating under a declaration of emergency shall be reported to the city council via electronic mail within 24 hours following any such waiver. ~~as soon as practicable.~~ (Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part))

#### **2.80.050 Approval of city council required—Modifications and Change orders.**

A. A proposed modification or change order to an ~~Change orders~~ in existing city contracts shall require the approval of the city council when the proposed modification or change order increases the contract amount by forty thousand dollars or more. No work may proceed under a modification or change order requiring city council approval prior to approval by the city council.

B. The council shall be notified by written report ~~advised~~ at its next regular meeting of all any ~~or~~ modifications or change orders in excess of fifteen thousand dollars. ~~or twenty-five percent of the price specified in the contract which do not require council approval and which were made by the city.~~ Such notification shall include:

1. The dollar amount of the original contract;
2. The number of previous modifications or change orders;
3. The dollar amount of each previous modification or change order and the total aggregated dollar amount of the previous modifications and change orders;
5. The total dollar amount of the contract as modified or changed; and
6. A statement explaining the justification or need for the modification or change order

C. Modifications and change orders shall not be arbitrarily divided into smaller amounts to avoid council approval thereof.

D. Notwithstanding any of the foregoing provisions of this section, the city may make modifications or change orders in any city contract without council approval where in the judgment of the city manager a crisis, emergency or disaster as defined in Section 2.80.020 exists which requires immediate action to remedy and where there is insufficient time or it is impractical to obtain council approval. Notice of Ssuch crisis, emergency or disaster modifications or change orders containing the information set forth in subsection B of this section shall be presented to the council no later than its next regular meeting. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); Ord. 03-02 § 1; Ord. 99-18 § 1; prior code § 20-4.1)

### **2.80.055 Specifications.**

A. The city manager shall adopt policies governing the preparation, revision and content of standard specifications for supplies, services, professional services and construction required by a department. The city manager shall monitor the use of these standard specifications.

B. The city manager may obtain expert advice and assistance from department personnel in the development of standard specifications. Standard specifications must promote overall economy for the purposes intended and encourage competition in satisfying the city's needs, and may not be unduly restrictive.

### **2.80.060 Competitive procurement procedure.**

A. Before the procurement of, or contract for, supplies, materials, equipment or contractual services in an amount of forty thousand dollars or less is made, except as otherwise provided in this chapter, the city procurement authority shall attempt to submit to at least three persons dealing in and able to supply the same an invitation to bid or request for proposal quotation (or invitation to bid) and specifications to give them opportunity to submit a proposal or bid. In the event that three suppliers persons cannot reasonably be found, fewer may be used when it is deemed to be in the best interest of the city.

B. For procurement of, or contract for, supplies, materials, equipment or contractual services in an amount greater than forty thousand dollars, an invitation to bid or request for proposal will be published in a newspaper of general circulation within the city. ~~Requests for bids, quotations, qualifications, and/or proposals shall be made both inside and outside the city when this may be necessary to create competitive conditions, or when a savings can be made for the city. The city may repeatedly reject all solicitations, and again may submit to the same or other persons the request for solicitation, or again publish notice of the proposed purchase.~~ posted on the city website, and the city shall employ such other forms of notice of such invitation to bid or request for proposal as may be determined in the city's discretion to adequately reach prospective bidders or offerors. The city shall provide adequate notice of the invitation to bid or request for proposal for at least 14 days unless otherwise required by state or federal law. Among the forms of notice employed by the city, the city may in its discretion:

1. Publish such invitation, request, or notice thereof in such newspapers or other publications circulated to reach prospective bidders;

2. Post notices in public places thought likely to reach prospective bidders.

C. Invitations to bid ~~Requests for bids, quotations, qualifications and/or requests for proposals shall be made both inside and outside the city when this may be necessary to create competitive conditions, or when a savings can be made for the city. The city may repeatedly reject all solicitations, and again may submit to the same or other persons the request for solicitation, or again publish notice of the proposed purchase.~~

~~C.—The city shall procure from the supplier or contractor whose offer is most advantageous to the city. This determination does not have to only consider price, but may also account for quality, date of delivery, or any other factor(s) deemed relevant by the city manager to the particular procurement.~~

~~D.—Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.~~

~~E.—Procurement of, or contract for, supplies, materials, equipment, contractual services, or capital projects that could be subject to potential future grant reimbursements may be restricted to the procurement requirements of such grants as understood at the time of procurement.~~

### **2.80.065 Competitive bidding.**

A. Procurements shall be made by competitive sealed bidding except as otherwise provided in this chapter. When competitive sealed bidding is used, the procurement agent shall issue an invitation to bid. The invitation to bid must include a time, place and date by which the bid must be received, a description of all essential contractual terms and conditions, and a description of all requirements and selection criteria.

B. When responding to the invitation to bid, the bidder shall supply evidence of the bidder's valid state business license. A bidder for a construction contract shall also submit evidence of the bidder's registration under AS 08.18.

C. Late bids; withdrawals; cancellation.

1. Bids received after the bid date and time indicated on the invitation to bid may not be considered unless the delay was due to an error of the city.

2. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on bid mistakes may be permitted in accordance with policies adopted by the city. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition may not be permitted. A decision to permit the correction or withdrawal of a bid, or to cancel an award or contract based on a bid mistake, shall be supported by a written determination made by the city attorney. If a bidder is permitted to withdraw a bid before award, an action may not be maintained against the bidder or the bid security.

D. Competitive bid opening.

1. The procurement agent responsible for the procurement shall open bids at the time and place designated in the invitation to bid. All bid openings are open to the public. The amount of each bid and other essential information required by this article, together with the name of each bidder, shall be recorded.

2. The information recorded under subsection 1 of this section is open to public inspection as soon as practicable following bid opening. To the extent the bidder designates and the city attorney concurs, trade secrets and other proprietary data contained in a bid document may be deemed confidential.

E. The city may repeatedly reject all bids, and again may submit to the same or other persons invitation to bid or again publish notice of the proposed purchase.

F. Evaluation and-award. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the criteria set forth in the invitation to bid. In determining whether a bidder is responsible the city may consider:

1. The qualifications, ability, capacity and skill of the bidder to perform the contract;

2. The availability of the bidder to perform the contract within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

4. The quality of performance by the bidder of previous contracts;

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

6. The sufficiency of the financial resources and ability of the bidder to perform the contract;

When the award is made to other than the lowest bidder, a full and complete written statement of the reasons therefor shall be mailed or delivered to the unsuccessful low bidder and filed with the other documents relating to the procurement.

G. Multi-step bidding.

When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

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

I. Procurement of, or contract for, supplies, materials, equipment, contractual services, or capital projects that could be subject to potential future grant reimbursements may be restricted to the procurement requirements of such grants as understood at the time of procurement. (Ord. 14-01 § 1; Ord. 12-09 § 1 (part); Ord. 10-04 § 1 (part); Ord. 09-05 § 1 (part); Ord. 05-04 § 1; Ord. 93-19 § 3; prior code § 20-5)

## **2.80.070 Competitive proposals. ~~Open market purchases/procurements.~~**

A. A contract not awarded by competitive sealed bidding shall be awarded by competitive sealed proposals, unless otherwise provided for in this chapter.

B. The city may determine in writing that it is either impracticable or disadvantageous for the city to procure specified types of supplies or contractual services by competitive sealed bidding that would otherwise be procured by that method. When the city determines in writing that the use of competitive sealed bidding is either impracticable or disadvantageous to the city, a contract may be entered into by competitive sealed proposals in accordance with this section. The city shall specify with particularity the basis for the determination.

C. A request for proposals must contain the essential information necessary for an offeror to submit a proposal including a time, place and date by which the proposal must be received or contain references to any information that cannot reasonably be included with the request. The request must provide a description of the factors that will be

considered when evaluating the proposals received, including the relative importance of price and other evaluation factors.

D. Notice of request for proposals shall be given in accordance with procedures set out under city code section 2.80.060(B). The department may use additional means considered appropriate to notify prospective offerors of the intent to enter into a contract through competitive sealed proposals.

E. The procurement agent shall open proposals so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals containing the name and address of each offeror shall be prepared in accordance with policies adopted by the procurement agent. The register and the proposals, except as otherwise noted in this section, are open for public inspection after the award is issued. To the extent that the offeror designates and the city attorney concurs, trade secrets and other proprietary data contained in the proposal documents shall be confidential.

F. Discussion with responsible offerors and revisions to proposals.

As provided in the request for proposals, and under policies adopted by the city, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors reasonably susceptible of being selected for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before the award of the contract for the purpose of obtaining best and final offers. In conducting discussions, the city shall not disclose information derived from proposals submitted by competing offerors.

G. A contract may be awarded under competitive sealed proposals to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city taking into consideration price and the evaluation factors set out in the request for proposals. The contract file must contain the basis upon which the award is made.

### 2.80.075 Open market purchases/procurements. ~~Professional Services~~

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;

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- 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 ~~within the state~~ 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 ~~within the past six months~~; 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. ~~local supplier preference set forth in Section 2.80.060(C) may be applied by the city to purchases made under this section;~~
- H. Professional services, provided that the procedures set out in Section 2.80.080 are followed. (Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part): Ord. 96-03 § 1: prior code § 20-6)

**2.80.080 Professional services. ~~Contractor bonding requirements~~**

- A. Due to the nature of professional services, it is in the best interest of the city to use a qualitative selection process, with or without consideration for price, in the city's discretion, when in need of these services.
1. For professional services estimated by the city ~~manager~~ to be one hundred thousand dollars or less, direct solicitation of contractors or consultants may be made from a roster maintained by the city, or to such other vendors who may be known to the city as possessing the required expertise. These solicitations will seek to evaluate the qualifications, experience, and availability of particular vendors. When more than one vendor is considered, the procurement agent ~~city manager~~ will appoint a selection panel to evaluate the potential vendors and offer a recommendation for selection.
  2. For professional services estimated by the city ~~manager~~ to be more than one hundred thousand dollars, a formal request for qualifications ~~proposals~~ will be solicited. Public notice of requests for qualifications ~~proposals~~ will be given in accordance with the same procedures set forth in section 2.80.060(B). The procurement agent ~~city manager~~ will develop and publish qualitative selection criteria for evaluating all responses to requests for qualifications ~~proposals~~ received. In multi-phase projects the city may contract with a professional services provider that has provided professional services in an earlier phase of the same project, without the solicitation of formal request for

qualifications, in order to maintain project continuity or to otherwise promote the best interest of the city.

B. The provisions of Sections 2.80.040 and 2.80.050 apply to all professional services contracts. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part))

C. The duration of professional services contracts may not exceed two years, except for completion of work in progress under architectural or engineering contracts.

### **2.80.085 Hybrid Procurements**

A. When contracting for procurement of supplies, materials, equipment or contractual services, as contemplated under Section 2.80.065, and professional services, as contemplated under Section 2.80.080, within the same contract, the city shall utilize the procedures set forth in Section 2.80.070.

### **2.80.090 Construction Manager / General Contractor Contracts.** ~~Award of contract for competitively bid procurements.~~

The city may award a two-phase construction manager / general contractor contract for preconstruction services and construction services on a single project.

A. In the preconstruction services phase of a contract under this section, the contractor shall provide the city with advice for scheduling, work sequencing, cost engineering, constructability, cost estimating, and risk identification.

B. Prior to the start of the construction services phase, the city and the contractor may agree to a price and other factors for the construction of the project or a portion of the project.

C. If an agreement is reached under subsection B, the contractor shall be responsible for the construction of the project or portion of the project at the negotiated price and in compliance with the other factors specified in the agreement.

D. A contract shall be awarded under this section using the competitive selection process set out in section 2.80.070 and based on qualifications, experience, best value, or any other combination of factors deemed relevant to the procurement.

~~Contracts awarded through a competitive bid process shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder," in addition to price, there shall be considered:~~

~~A. The ability, capacity and skill of the bidder to perform the contract;~~

~~B. Whether the bidder can perform the contract within the time specified, without delay or interference;~~

~~C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;~~

~~D. The quality of performance by the bidder of previous contracts;~~

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~~E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;~~

~~F. The sufficiency of the financial resources and ability of the bidder to perform the contract;~~

~~G. The number and scope of conditions attached to the bid. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); Ord. 05-04 § 2; Ord. 93-19 §§ 4, 5; prior code § 20-8)~~

### **2.80.095 Contractor bonding requirements.**

A. Before a contract exceeding one hundred thousand dollars for the construction, alteration, or repair of a public building or public work is awarded to a general or specialty contractor, the contractor shall furnish to the city 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 **labor and materials** 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 one million dollars, the **labor and materials** 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 one million dollars and not more than five million dollars, the payment bond shall be in a sum of forty 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 five million dollars, the payment bond shall be in the sum of two million five hundred thousand dollars.

B. The city hereby exercises its option under AS 36.25.025 to exempt contractors from compliance with the provisions of subsection A of this section and AS 36.25.010(a) if the estimated cost of the project does not exceed four hundred thousand dollars 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 twenty percent of the amount of the contract for which the bid is submitted;

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 subsection (B)(3) of this section by more than seven times. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); prior code § 20-7)

**2.80.100 Records**

All procurement records shall be retained and disposed of in accordance with city records retention guidelines and schedules approved by the city council, city clerk and city attorney.

**2.80.110 Review and approval by the city attorney**

All contracts and standard specifications, terms, and conditions are to be reviewed and approved as to form by the City Attorney.

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 \_\_\_\_\_, 2018.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jon Wakeland, City Attorney  
Brena, Bell, & Clarkson, P.C

First Reading:  
Second Reading:  
Adoption:  
Ayes:  
Noes:  
Absent:  
Abstain:



## Legislation Text

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**File #:** RES 18-0012, **Version:** 1

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**ITEM TITLE:**

A Resolution Revising the 2018 City Budget by Transferring \$40,000 from Capital Projects / Project Contingency to Major Maintenance Reserve / Senior Center Upgrades.

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$40,000

Unencumbered Balance: \$1.02MM

Funding Source: 310.0200.58200, CIP Project Contingency

**RECOMMENDATION:**

Approve Resolution Revising the 2018 City Budget by Transferring \$40,000 from Capital Projects / Project Contingency to Major Maintenance Reserve / Senior Center Upgrades.

**SUMMARY STATEMENT:**

- This resolution provides funding for ongoing Senior Center renovations, as discussed during the recent Council workshop.
- Both the CIP and Major Maintenance Reserves carry an unspecified *project contingency* balance of 5% of works in progress. This is a recently adopted convention, and staff will review and re-set figures quarterly for Council approval.
- The CIP contingency has sufficient funds for 2018 Senior Center projects. However, Senior Center funding resides in Major Maintenance Reserve. Therefore a Budget resolution is necessary.
- Staff will incorporate this ongoing work into annual Projects budgeting for 2019 and beyond.

CITY OF VALDEZ, ALASKA

RESOLUTION #18-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2018 CITY BUDGET BY TRANSFERRING \$40,000 FROM CAPITAL PROJECTS/PROJECT CONTINGENCY TO MAJOR MAINTENANCE RESERVE/SENIOR CENTER UPGRADES

WHEREAS, the City maintains Reserve funds for Capital and Maintenance Projects; and

WHEREAS, Council has directed staff to fund ongoing annual repairs and renovations to the Senior Center; and

WHEREAS, transfers of budgeted monies between departments or funds requires a budget resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. 310.0200.58200, Capital Project / Project Contingency is reduced by \$40,000.

Section 2. 310.0050.49140, Capital Projects Transfer to Reserve Funds, is increased by \$40,000.

Section 3. 350.0050.39125, Reserve Fund Transfer from Capital Projects is increased by \$40,000.

Section 4. 350.0310.55000, Activity 1707, Senior Center Upgrades, is increased by \$40,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 3<sup>rd</sup> day of April, 2018.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

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



Legislation Text

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**File #:** 18-0158, **Version:** 1

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**ITEM TITLE:**

Financial Reports: 2017 Q4

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

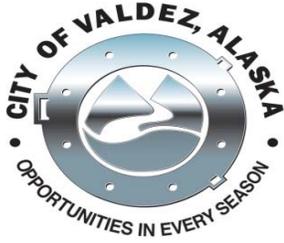
**RECOMMENDATION:**

receive and file

**SUMMARY STATEMENT:**

Contents:

- Budget/Actual Summaries by Fund
- CIP Reports
- Reserve Fund Reports
- Major Maintenance Detail
- Permanent Fund Excerpts from Callan report
- Health Self-Insurance Fund

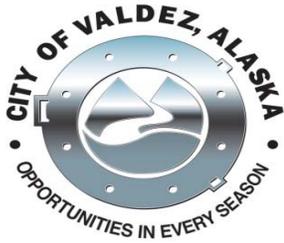


## FINANCIAL SUMMARY AS OF 12/31/2017

Prepared By: Brian Carlson, Finance Director

Contact: Bcarlson@ci.valdez.ak.us; (907) 834-3461

	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
<b>GENERAL FUND SUMMARY</b>						
<b>BEGINNING FUND BALANCE</b>	<b>81,956,876</b>	<b>81,956,876</b>	-	<b>81,956,876</b>		
REVENUE	45,406,298	45,415,048	8,750	46,959,820	103.4%	
EXPENSE	<u>37,178,958</u>	<u>37,457,388</u>	<u>278,430</u>	<u>33,618,528</u>	89.8%	
<b>NET REVENUE (EXPENSE)</b>	<b>8,227,340</b>	<b>7,957,660</b>	<b>(269,680)</b>	<b>13,341,292</b>		
TRANSFERS IN	2,757,950	2,828,009	70,059	2,828,009	100.0%	
TRANSFERS OUT	<u>32,293,488</u>	<u>30,426,377</u>	<u>(1,867,111)</u>	<u>30,426,377</u>	100.0%	
<b>NET TRANSFERS IN (OUT)</b>	<b>(29,535,538)</b>	<b>(27,598,368)</b>	<b>1,937,170</b>	<b>(27,598,368)</b>		
<b>ENDING FUND BALANCE</b>	<b><u>60,648,678</u></b>	<b><u>62,316,168</u></b>	<b><u>1,667,490</u></b>	<b><u>67,699,800</u></b>		
<b>GENERAL FUND DETAIL</b>						
<b>REVENUE</b>						
TAXES	43,400,100	43,400,100	-	44,271,404	102.0%	
STATE SHARED	195,000	195,000	-	231,160	118.5%	
PILT	703,500	703,500	-	751,532	106.8%	
INTEREST	101,000	101,000	-	481,313	476.5%	1
SERV CHARGES & SALES	402,900	402,900	-	475,238	118.0%	2
FED & STATE GRANTS	377,149	384,649	7,500	393,449	102.3%	
UTILITIES	137,100	137,100	-	166,333	121.3%	3
LICENSES & PERMITS	12,500	12,500	-	15,100	120.8%	
MISC	29,549	30,799	1,250	116,211	377.3%	4
RECREATION	33,500	33,500	-	46,488	138.8%	5
FINES & FORFEITURES	<u>14,000</u>	<u>14,000</u>	<u>-</u>	<u>11,592</u>	<u>82.8%</u>	
<b>TOTAL REVENUE</b>	<b>45,406,298</b>	<b>45,415,048</b>	<b>8,750</b>	<b>46,959,820</b>	<b>103.4%</b>	
<b>TRANSFERS IN</b>	<b><u>2,757,950</u></b>	<b><u>2,828,009</u></b>	<b><u>70,059</u></b>	<b><u>2,828,009</u></b>	<b>100.0%</b>	
<b>TOTAL REVENUES &amp; TRANSFERS IN</b>	<b><u>48,164,248</u></b>	<b><u>48,243,057</u></b>	<b><u>78,809</u></b>	<b><u>49,787,829</u></b>	<b>103.2%</b>	



## FINANCIAL SUMMARY AS OF 12/31/2017

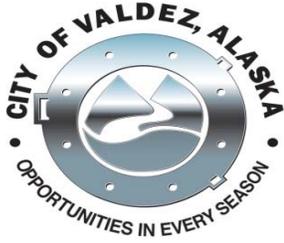
Prepared By: Brian Carlson, Finance Director

Contact: Bcarlson@ci.valdez.ak.us; (907) 834-3461

### GENERAL FUND DETAIL, CONT'D

#### DEPT EXPENSE

	<u>ADOPTED</u> <u>BUDGET</u>	<u>REVISED</u> <u>BUDGET</u>	<u>BUDGET</u> <u>CHANGE</u>	<u>YTD</u> <u>ACTUAL</u>	<u>YTD TO</u> <u>BUDGET</u>	<u>NOTES</u>
ADMINISTRATION	862,780	1,037,036	174,256	825,062	79.6%	
ANIMAL CONTROL	441,592	441,592	-	379,378	85.9%	
BUILDING MAINT	1,716,010	1,733,914	17,904	1,513,021	87.3%	
CITY CLERK	615,177	632,777	17,600	599,597	94.8%	
CITY COUNCIL	341,554	341,554	-	262,876	77.0%	
CIVIC CENTER	832,728	832,748	20	699,683	84.0%	
COMMUNITY DEVEL	965,819	965,819	-	840,412	87.0%	
ECON DEVEL	445,363	443,763	(1,600)	222,437	50.1%	6
ENGINEERING	755,985	755,985	-	695,664	92.0%	
FINANCE	1,134,240	1,203,240	69,000	1,069,337	88.9%	
FIRE	1,937,820	1,937,820	-	1,817,361	93.8%	
HOSPITAL	130,000	130,000	-	130,000	100.0%	
INFORMATION TECH	1,043,437	1,043,437	-	922,054	88.4%	
INSURANCE	269,419	269,419	-	228,843	84.9%	
LAW	2,000,000	2,000,000	-	1,050,060	52.5%	7
LAW ENFORCEMENT	2,109,106	2,109,106	-	1,851,050	87.8%	
LIBRARY	502,314	503,564	1,250	459,072	91.2%	
PARKS & REC	1,189,726	1,189,726	-	1,036,588	87.1%	
PARKS MAINT	661,382	661,382	-	627,475	94.9%	
PUB SAFETY SUPPORT	1,289,533	1,289,533	-	1,165,954	90.4%	
SOLID WASTE	1,745,703	1,745,703	-	1,375,454	78.8%	
STREET/SHOP	2,497,680	2,497,680	-	2,155,559	86.3%	
<b>TOTAL DEPT EXPENSES</b>	<b>23,487,368</b>	<b>23,765,798</b>	<b>278,430</b>	<b>19,926,938</b>	<b>83.8%</b>	
<b>SUPPORT EXPENSES</b>						
EDUCATION	10,486,453	10,486,453	-	10,486,453	100.0%	
COMMUNITY SVC ORGS	3,205,137	3,205,137	-	3,205,137	100.0%	
<b>TOTAL SUPPORT EXPENSES</b>	<b>13,691,590</b>	<b>13,691,590</b>	<b>-</b>	<b>13,691,590</b>	<b>100.0%</b>	
<b>TRANSFERS OUT</b>	<b>32,293,488</b>	<b>30,426,377</b>	<b>(1,867,111)</b>	<b>30,426,377</b>	<b>100.0%</b>	
<b>TOTAL DEPT EXPENSE, SUPPORT &amp; TRANSFER</b>	<b>69,472,446</b>	<b>67,883,765</b>	<b>(1,588,681)</b>	<b>64,044,905</b>	<b>94.3%</b>	

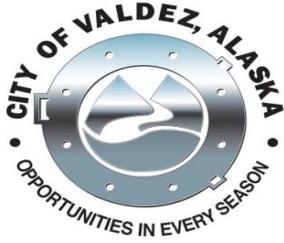


## FINANCIAL SUMMARY AS OF 12/31/2017

Prepared By: Brian Carlson, Finance Director

Contact: Bcarlson@ci.valdez.ak.us; (907) 834-3461

	<u>ADOPTED</u>	<u>REVISED</u>	<u>BUDGET</u>	<u>YTD</u>	<u>YTD TO</u>	
	<u>BUDGET</u>	<u>BUDGET</u>	<u>CHANGE</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>NOTES</u>
<b>SPECIAL REVENUE FUNDS</b>						
<b>AIRPORT FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>738,254</b>	<b>738,254</b>	-	<b>738,254</b>		
REVENUE	126,853	126,853	-	127,256	100.3%	
EXPENSE	324,846	325,592	746	244,388	75.1%	8
NET REVENUE (EXPENSE)	(197,993)	(198,739)	(746)	(117,132)		
NET TRANSFER IN (OUT)	197,993	200,299	2,306	197,993		
<b>ENDING FUND BALANCE</b>	<b>738,254</b>	<b>739,814</b>	<b>1,560</b>	<b>819,115</b>		
<b>HARBOR FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>1,918,020</b>	<b>1,918,020</b>	-	<b>1,918,020</b>		
REVENUE	1,578,908	1,578,908	-	1,530,728	96.9%	
EXPENSE	1,205,857	1,205,857	(0)	1,039,700	86.2%	
NET REVENUE (EXPENSE)	373,051	373,051	0	491,028		
NET TRANSFER IN (OUT)	(373,050)	(373,050)	-	(373,050)		
<b>ENDING FUND BALANCE</b>	<b>1,918,021</b>	<b>1,918,021</b>	<b>0</b>	<b>2,035,998</b>		
<b>PORT FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>1,173,714</b>	<b>1,173,714</b>	-	<b>1,173,714</b>		
REVENUE	573,990	716,990	143,000	856,321	119.4%	
EXPENSE	706,609	798,041	91,432	791,312	99.2%	
NET REVENUE (EXPENSE)	(132,619)	(81,051)	51,568	65,009		
NET TRANSFER IN (OUT)	132,619	179,051	46,432	179,051		
<b>ENDING FUND BALANCE</b>	<b>1,173,714</b>	<b>1,271,714</b>	<b>98,000</b>	<b>1,417,774</b>		



## FINANCIAL SUMMARY AS OF 12/31/2017

Prepared By: Brian Carlson, Finance Director

Contact: Bcarlson@ci.valdez.ak.us; (907) 834-3461

	<u>ADOPTED</u> <u>BUDGET</u>	<u>REVISED</u> <u>BUDGET</u>	<u>BUDGET</u> <u>CHANGE</u>	<u>YTD</u> <u>ACTUAL</u>	<u>YTD TO</u> <u>BUDGET</u>	<u>NOTES</u>
<b>SPECIAL REVENUE FUNDS, CONT'D</b>						
<b>UTILITY FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>1,843,185</b>	<b>1,843,185</b>	-	<b>1,843,185</b>		
REVENUE	567,800	567,800	-	548,551	96.6%	
EXPENSE	<u>1,352,476</u>	<u>1,352,476</u>	-	<u>1,276,801</u>	94.4%	
NET REVENUE (EXPENSE)	(784,676)	(784,676)	-	(728,250)		
NET TRANSFER IN (OUT)	<u>782,811</u>	<u>782,811</u>	-	<u>782,811</u>		
<b>ENDING FUND BALANCE</b>	<b><u>1,841,320</u></b>	<b><u>1,841,320</u></b>	<b>-</b>	<b><u>1,897,746</u></b>		
<b>GILSON MEDICAL CLINIC</b>						
<b>BEGINNING FUND BALANCE</b>	<b>359,497</b>	<b>359,497</b>	-	<b>359,497</b>		
REVENUE	144,101	144,101	-	144,082	100.0%	
EXPENSE	<u>104,050</u>	<u>104,050</u>	-	<u>90,522</u>	87.0%	
NET REVENUE (EXPENSE)	40,051	40,051	-	53,560		
NET TRANSFER IN (OUT)	<u>-</u>	<u>-</u>	-	<u>-</u>		
<b>ENDING FUND BALANCE</b>	<b><u>399,548</u></b>	<b><u>399,548</u></b>	<b>-</b>	<b><u>413,057</u></b>		
<b>VALDEZ HOUSING IMPROVEMENT AUTHORITY</b>						
<b>BEGINNING FUND BALANCE</b>	<b>3,126,737</b>	<b>3,126,737</b>	-	<b>3,126,737</b>		
REVENUE	-	-	-	23,099	-	9
EXPENSE	<u>2,606,458</u>	<u>2,606,458</u>	-	<u>-</u>	0.0%	
NET REVENUE (EXPENSE)	(2,606,458)	(2,606,458)	-	23,099		
NET TRANSFER IN (OUT)	<u>(500,000)</u>	<u>(500,000)</u>	-	<u>(500,000)</u>		
<b>ENDING FUND BALANCE</b>	<b><u>20,279</u></b>	<b><u>20,279</u></b>	<b>-</b>	<b><u>2,649,836</u></b>		
<b>OTHER GOVERNMENTAL FUNDS</b>						
<b>DEBT SERVICE FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>9,823,965</b>	<b>9,823,965</b>	-	<b>9,823,965</b>		
REVENUE	1,828,860	1,828,860	-	1,231,830	67.4%	10
EXPENSE	<u>4,109,164</u>	<u>4,150,997</u>	<u>41,833</u>	<u>4,418,482</u>	106.4%	
NET REVENUE (EXPENSE)	(2,280,304)	(2,322,137)	(41,833)	(3,186,651)		
NET TRANSFER IN (OUT)	<u>2,260,000</u>	<u>41,833</u>	<u>(2,218,167)</u>	<u>41,833</u>		
<b>ENDING FUND BALANCE</b>	<b><u>9,803,661</u></b>	<b><u>7,543,661</u></b>	<b><u>(2,260,000)</u></b>	<b><u>6,679,147</u></b>		

## Notes to Financial Summary

- <sup>1</sup> Budgeted figure is an estimate of portfolio interest earnings. Actual figure includes unrealized gains reflecting price increase of securities that will likely be held to maturity.
- <sup>2</sup> Revenues over budget: Civic Center \$19K, Gravel Sales \$37K, Animal Shelter \$16K, Property Rentals \$19K
- <sup>3</sup> Revenues over budget: Solid Waste \$31K
- <sup>4</sup> Copper Valley Telecom Co-op payment: \$67K. This is booked as expense reimbursement. The figure varies each year. City does not budget for this revenue.
- <sup>5</sup> Revenues over budget: Parks and Recreation \$15K, Pool \$3K
- <sup>6</sup> Department is comprised of a single employee, and was staffed mid-year.
- <sup>7</sup> Legal activity in 2017 is well under budget. Other Departments (Finance, CommDev) have used other firms for various services, and have coded costs to their respective departments. 2018 Budget consolidates all legal services in Law department.
- <sup>8</sup> Expenses under budget: Heating and Electricity \$49K, Contractual Services \$12K
- <sup>9</sup> VHIA fund shares in City-wide treasury interest, pro-rated based on its fund balance. This revenue was not budgeted.
- <sup>10</sup> Debt Reimbursement for Middle School Bond is understated by \$400K, which will leave this item \$200K under budget. Original budget figure was overstated, based on staff's miscalculation of statewide reimbursement reductions. These additional reductions are eliminated in 2018.



**CAPITAL PROJECTS SUMMARY AS OF 12/31/2017**

<u>GL Account</u>	<u>Project Description</u>	<u>Revenues To Date</u>	<u>Prior Years Expenditures</u>	<u>2017 Available Budget</u>	<u>YTD Encumbrances</u>	<u>YTD Expenditures</u>	<u>12/31/2017 Account Balance</u>
310020058200	Project Contingency	2,098,444	-	1,027,000	-	-	1,027,000
310052058000	Air National Guard Memorial	35,000	-	35,000	-	-	35,000
310104258010	Homestead Special Assessment	310,000	117,183	192,817	-	-	192,817
310112058000	Wellhouse 2 & 3 Backup Gen	350,000	-	350,000	4,685	15,458	329,857
310113058000	Roof Replacements	1,463,120	1,405,311	2,417,809	86,770	89,720	2,241,319
310114058000	East Pioneer Reconstruction	1,740,113	1,396,036	344,077	42,212	91,941	209,924
310115058000	Egan Drive Beautification	3,534,696	3,102,954	431,742	9,018	291,404	131,320
310163255000	Fire Station -Assesment	50,000	-	50,000	4,526	6,497	38,977
310163355000	City Wide Storage Facility -	25,000.00	-	25,000	-	-	25,000
310163458000	New Fire Station	2,000,000	-	2,000,000	-	-	2,000,000
310216058000	Alpine Woods Sewer Project	2,894,556	551,646	395,592	240,857	60,849	93,886
310251558000	STP Outfall Design	194,076	115,944	2,083	2,083	-	-
310253258000	STP Generator Project	50,000	-	150,000	5,986	14,416	129,598
310253458000	Water/Sewer Master Plan	139,647	-	33,046	33,046	-	-
310253658000	Sewer Force Main Assesment	200,000	-	200,000	-	-	200,000
310253755000	North Tank Mineral Creek	750,000	-	750,000	-	711,293	38,707
310253858000	WASE WATE New Well #5	1,513,007	-	1,513,007	-	-	-
310405058000	City Buildings - Mobile Genera	462,600	-	462,600	22,643	45,772	394,185
310453058000	MKG Medical Clinic Pipes	350,000	1,540	348,460	3,450	5,791	339,219
310471658000	Airport Plumbing & Restroom	400,000	10,054	739,946	177,113	280,819	282,013
310552058000	Meyring Park (North) Upgrades	684,951	641,398	63,553	-	27,494	36,059
310644258000	SBH Dredging	542,000	97,168	752,832	558,764	7,519	186,549
310645058000	New Harbor Planning (COV \$\$)	33,989,076	1,555,096	31,499,637	21,412,599	5,708,693	4,378,345
310645058010	New Harbor GO 2015	20,000,000	19,397,091	602,909	-	180,206	422,703
310645049545	SBH Expansion and Uplands Grant 14-DC-141	1,000,000	744,591	255,409	-	255,409	(0)
310680058000	PORT CONT LED Light Upgr	125,000	-	125,000	-	-	125,000
310680458000	VCT Water Main	1,000,000	-	1,000,000	-	-	1,000,000
310806058000	Flood Mitigation Project	492,444	483,682	475,642	1,631	99,148	374,863
310806058001	Flood Mitigation (COV Contribution)	142,453	105,254	37,199	-	-	37,199
310806049542	Valdez Emergency Watershed Protection Grai	1,340,250	-	1,340,250	-	971,564	368,686
310806158000	Mineral Creek Kicker Dike Desi	37,010	-	37,010	13,831	29,093	(5,915)
310806258000	Glacier Stream Downstream Desi	26,943	-	26,943	73	26,870	-
310806358000	Glacier Stream Upstream Design	43,970	-	43,970	24,290	19,680	-
310806458000	South Lowe River Kicker Dike	934,500	-	939,500	-	906,912	32,588
310806558000	Watershed Match	535,790	-	535,790	70,751	323,855	141,184
310816558000	Whalen Ave Improvements	350,000	-	350,000	1,769	52,590	295,641
310817058000	Sawmill Road Extension to Atigun	300,000	25,018	300,000	-	-	300,000
310817558000	Aleutian Village Improvements	2,600,000	-	2,600,000	-	-	2,600,000
310819058000	Airport Industrial Subd Water/Sewer	1,500,000	-	1,500,000	-	-	1,500,000
310916449565	Senior Center Facility Upgrade	150,000	119,746	30,254	11,250	19,004	-
310916449566	Senior Center Canopies Grant	150,000	-	150,000	11,600	6,000	132,400
310919558000	Hospital Parking Lot Improvements	500,000	426,142	(0)	-	-	(0)
310919658000	Hospital Oxygen Generator	300,000	2,767	(0)	-	-	(0)
310919758000	Hospital Copper Pipe Replacement	1,250,000	25	(0)	-	-	(0)
310931058000	MKG Medical Clinic Backup Gene	75,000	-	75,000	-	-	75,000



**CAPITAL PROJECTS SUMMARY AS OF 12/31/2017**

<u>GL Account</u>	<u>Project Description</u>	<u>Revenues</u> <u>To Date</u>	<u>Prior Years</u> <u>Expenditures</u>	<u>2017</u> <u>Available</u> <u>Budget</u>	<u>YTD</u> <u>Encumbrances</u>	<u>YTD</u> <u>Expenditures</u>	<u>12/31/2017</u> <u>Account Balance</u>
310950258000	VHS HVAC Replacement	4,344,495	4,244,040	100,455	-	70,751	29,703
310950458000	VHS Library Windows & Carpet	600,000	-	600,000	-	-	600,000
310950658000	VHS Gym Floor Replacement	750,000	-	750,000	2,608	462,555	284,837
310950758000	New VMS (Bond Proceeds)	40,361,693	38,739,437	1,616,791	-	263,607	1,353,185
310950958000	HHES Exterior Upgrade	2,000,000	-	2,000,000	5,000	605	1,994,395
310951258000	New City Maintenance Building	5,420,002	5,416,769	1,514	-	-	1,514
310951458000	High School ADA	100,000	14,860	1,541,009	4,215	89,016	1,447,778
310959158000	Valdez City Schools Cameras	257,422	-	257,422	-	257,422	-
312640049560	Kelsey Dock 15RR008	1,667,094	-	1,667,094	272,722	102,450	1,291,923
312640049550	Kelsey Dock GRANT	800,000	-	800,000	1,700	85,590	712,710
312640058000	City's Contribution	2,037,367	-	355,106	-	-	355,106
	<b>Grand Total Capital Facilities Fund</b>	<b>144,967,717</b>	<b>78,713,753</b>	<b>63,898,466</b>	<b>23,025,192</b>	<b>11,579,993</b>	<b>27,780,274</b>
	Grant Funded Projects CY Funds				297,271	1,440,017	2,505,718
	<b>Total Capital Facilities Fund COV Funds</b>				<b>22,727,921</b>	<b>10,139,976</b>	<b>25,274,556</b>



## RESERVE FUND SUMMARY AS OF 12/31/2017

Account Description	2017			Account Balance
	Available Balance	YTD Encumbrances	YTD Expenditures	
School Budgetary Stabilization	500,000	-	157,950.00	342,050
Council Contingency HOLDING	175,862	-	-	175,862
Harbor Major Maint & Replacement	5,539,559	-	-	5,539,559
Projects Planning Reserve	-	-	-	-
Landfill Closure Reserve	2,478,591	-	-	2,478,591
Major Maintenance Reserve	8,093,559	713,332	1,558,934	5,821,294
Sewer & Lift Station Repairs	475,922	-	14,715	461,207
Leave Liability Reserve	434,606	-	439,135	(4,529)
Major Equipment Reserve	6,232,705	361,516	1,956,420	3,914,770
Energy Assistance Program	730,236	-	693,759	36,391
Technology Reserve	1,030,752	4,103	366,565	660,085
Special Events Reserve	2,202	-	(415)	2,618
Nuisance Abatement Program	371,144	-	1,500	369,644
Incident Management Reserve	1,469,767	49,122	295,707	1,124,938
Dike Repairs	542,359	-	136,000	406,359
<b>Flood Mitigation Maintenance</b>				
Lowe River Dike Slope Impr Design	10,910	-	10,825	85
South Glacier Stream Gravel Extraction	154,000	-	154,000	-
Copper Ave Levee Erosion Protection & Gravel	-	-	-	-
Lowe River Freeboard	56,325	-	56,325	-
Beautification Committee	90,566	-	33,299	57,266
ROW Road and Sidewalk Repair	129,457	-	14,153	115,304
Concrete/Asphalt Repairs for COV properties	50,000	-	-	50,000
LEPC Grant	6,984	-	6,984	-
LEPC Grant	11,800	7,867	3,933	-
<b>Master Planning</b>				
Master Planning Comprehensive	950,301	733,725	216,275	301
Master Planning Building Fire Code Revision	32,717	-	-	32,717
Master Planning CEDS	36,628	-	-	36,628
Master Planning Flood Planning	106,887	12,911	-	93,975
Master Planning Water/Sewer Study	125,000	-	-	125,000
Master Planning Solid Waste	75,000	-	-	75,000
Master Planning Water/Sewer	50,000	-	-	50,000
Pavement Management Plan	100,000	-	-	100,000
City Onsite Sewer Regulations	25,000	-	-	25,000
Mineral Creek Existing Revetment Evaluation	17,870	4,259	11,290	2,321
Mineral Creek Gravel Extraction PLAN	20,028	14	20,014	-



## RESERVE FUND SUMMARY AS OF 12/31/2017

Account Description	2017			Account Balance
	Available Balance	YTD Encumbrances	YTD Expenditures	
Glacier Stream Gravel Extraction Plan	26,385	51	26,334	-
Mineral Creek Sediment Budget Analysis	29,419	5,398	20,427	3,594
Low River Gravel Extraction Imple Plan Review	56,990	14,665	42,325	-
Low River Buyout Option	13,740	5,094	8,646	-
COE Levee System Match	100,000	-	-	100,000
Low River Levee Evaluation	13,840	7	13,834	-
Qaniq Challenge	17,431	400	13,246	3,785
Running Series	2,106	-	-	2,106
<b>Land Development</b>				
Land Development Snow Lots	1,781,768	13,534	52,192	1,716,042
Land Development Misc	579,209	9,156	193,443	376,611
Surveying Municipal Land	43,767	28,000	-	15,767
<b>Grand Total Reserve</b>	<b>32,791,390</b>	<b>1,963,153</b>	<b>6,517,814</b>	<b>24,310,337</b>



## Major Maintenance Reserve as of 12/31/2017

<i>Project</i>		<i>Amended Budget</i>	<i>Prior Years Actual</i>	<i>Current Year Encumbrance</i>	<i>Current Year Actual</i>	<i>Balance</i>
Airport - replace water lines (design only)	1108	40,276	40,234	41	-	-
Airport Chair Replacement	1118	51,705	51,705	-	-	-
Civic Center Weatherization Study/Design	1210	30,148	29,818	330	-	-
2013 School Projects	1312	133,094	36,626	-	-	96,468
Police Storage Facility	1314	230,324	324	-	-	230,000
Police Technology Upgrade <b>Grant</b>	1316	35,000	23,787	-	-	11,213
Zook Sewer Extension	1403	210,037	209,437	600	-	-
Museum Entry Door Replacement & ADA Upgrade (design)	1404	60,377	57,957	2,420	-	-
VHS Gym Acoustics	1411	185,306	183,757	1,545	-	-
VCT Underwater Inspections	1412	248,436	247,831	-	605	-
High School Restroom ADA Upgrade	1416	500,000	49,109	6,760	-	444,131
Clark St Drainage & Street Repair	1417	467,391	64,161	-	369,774	33,456
Swimming Pool Cover & Boiler Upgrade	1419	1,150,000	80,555	80,636	8,956	979,853
Contingency Reserve	1500	210,240	-	-	-	210,240
Hospital - Transformer	1501	76,681	75,438	1,243	-	-
HHES Underground Fuel Tanks Replacement	1601	600,000	29,335	55,617	501,551	13,496
Library - Carpet and Repaint walls	1604	400,000	-	1,140	32,068	366,792
Fire Station I - Berthing Quarters (design)	1605	50,000	-	-	-	50,000
Animal Shelter - Kennel Curbs & Drains Replacement	1606	175,000	3,743	8,100	7,260	155,897
Harbor - Walk/Concrete/Fence Replacement	1609	150,000	-	-	-	150,000
Museum - Replace Lighting	1610	100,000	-	-	-	100,000
Hazmat Testing - various buildings	1611	250,000	-	-	-	250,000
Senior Center/City Hall - Elevator Controls	1612	270,000	-	183,875	605	85,520
Old Trap/Police Range - Remediation Study	1615	50,000	-	-	-	50,000
City-wide Exit Signs	1616	164,509	34,989	-	996	128,525
Airport Door Upgrade	1627	195,867	171,053	-	24,814	0
VCT R.E. Staite Building Improvements	1628	80,000	3,925	-	-	76,075
New Playground	1629	65,000	3,677	-	61,282	41
City Hall Mall Asbestos Assessment	1632	150,000	8,448	2,270	14,445	124,837
Day Tank - Baler	1634	6,000	-	-	-	6,000
VCT Safety Ladder Replacement	1635	40,000	-	-	15	39,985
Staff Relocation - Airport	1636	96,273	95,674	-	195	404
Staff Relocation - City Hall	1637	59,200	2,965	-	56,283	(49)
Clinic - Sidewalks	1701	47,484	-	-	47,484	-
SBH - underwater inspections repairs	1702	125,000	-	23,496	12,432	89,072
Hospital- Infection Control Enhancements	1704	200,000	-	-	97,673	102,327
Senior Center Upgrades	1707	80,000	-	4,475	35,392	40,133
VCT Security Gate Replacement	1708	310,000	-	126,976	133,523	49,501
Kelsey Dock Security Cameras	1709	15,000	-	-	-	15,000
New Offices - Airport	1710	12,308	-	-	12,308	-
VCT North Laydown Yard Improvements	1711	122,298	-	-	122,298	-
VCT Repairs	1712	749,395	-	95,506	34,953	618,936
STRE S Meals Curb, Gutter Sidewalk Repl	1713	2,000,000	-	2,350	6,150	1,991,500
STRE W Klutina Repave, Gutter and Sidewalk Repl	1714	1,000,000	-	69,995	-	930,005
PORT CONT Electrical Inspection, Maint, Repa	1715	500,000	-	-	3,390	496,610



## Major Maintenance Reserve as of 12/31/2017

<i>Project</i>		<i>Amended Budget</i>	<i>Prior Years Actual</i>	<i>Current Year Encumbrance</i>	<i>Current Year Actual</i>	<i>Balance</i>
BUIL Fuel tank Repl	1716	150,000	-	-	-	150,000
BUIL CIVI Exterior Staining	1717	85,000	-	-	-	85,000
BUIL CIVI Stage Repairs & Refinishing	1718	28,457	-	-	-	28,457
BUIL DDC Systems and HVAC upgr	1719	200,000	-	-	-	200,000
<b>Grand Total Major Maintenance Reserve</b>		<b>12,155,806</b>	<b>1,504,547</b>	<b>667,377</b>	<b>1,584,451</b>	<b>8,399,428</b>
Grant Funded Projects CY Funds				-	-	11,213
<b>Total Major Maintenance Reserve COV Funds</b>				<b>667,377</b>	<b>1,584,451</b>	<b>8,388,215</b>
Hospital - Electrical Line Conditioner	1503	200,000	3,720	-	-	196,280
Hospital - Water/Snow Drainage Study	1504	50,000	5,255	-	-	44,745
Hospital Humidity Control	1619	250,000	-	-	-	250,000
Hospital Long term Doors	1620	100,000	-	-	-	100,000
Hospital Security Enhancements	1621	100,000	-	-	-	100,000
Hospital Door Stops & Fire Door Closure	1622	75,000	-	-	-	75,000
Hospital New Power Supply	1623	50,000	7,109	-	-	42,892
Hospital Duct Above Server Room	1624	50,000	7,230	-	-	42,770
Hospital Panic Bar Upgrade	1625	60,000	-	-	-	60,000
Hospital Cuvert at Truck Delivery Drive	1626	100,000	-	-	-	100,000
Hospital Emergency Lighting	1705	100,000	-	-	2,970	97,030
Hospital - Roof Maintenance	1706	100,000	-	-	-	100,000
Hospital Parking Lot Improvement	9195	73,858	-	-	52,671	21,187
Hospital Oxygen Generator Relocation	9196	897,233	-	19,761	98,097	779,375
Hospital Copper Pipe Replacement	9197	1,249,975	-	64,889	52,248	1,132,838
		<b>3,456,066</b>	<b>23,313</b>	<b>84,650</b>	<b>205,986</b>	<b>3,142,117</b>

## Investment Manager Asset Allocation

The table below contrasts the distribution of assets across the Fund's investment managers as of December 31, 2017, with the distribution as of September 30, 2017. The change in asset distribution is broken down into the dollar change due to Net New Investment and the dollar change due to Investment Return.

### Asset Distribution Across Investment Managers

	December 31, 2017		Net New Inv.	Inv. Return	September 30, 2017	
	Market Value	Weight			Market Value	Weight
<b>Domestic Equity</b>	<b>\$64,067,361</b>	<b>31.40%</b>	<b>\$(2,780)</b>	<b>\$3,851,811</b>	<b>\$60,218,329</b>	<b>30.47%</b>
<b>Large Cap Equity</b>	<b>\$44,775,936</b>	<b>21.95%</b>	<b>\$(2,780)</b>	<b>\$2,785,634</b>	<b>\$41,993,082</b>	<b>21.25%</b>
Vanguard Institutional Index	44,775,936	21.95%	(2,780)	2,785,634	41,993,082	21.25%
<b>Mid Cap Equity</b>	<b>\$12,691,408</b>	<b>6.22%</b>	<b>\$0</b>	<b>\$745,963</b>	<b>\$11,945,445</b>	<b>6.04%</b>
Vanguard S&P Mid Cap 400 Index	12,691,408	6.22%	0	745,963	11,945,445	6.04%
<b>Small Cap Equity</b>	<b>\$6,600,016</b>	<b>3.24%</b>	<b>\$0</b>	<b>\$320,213</b>	<b>\$6,279,803</b>	<b>3.18%</b>
RBC Small Cap Core	6,600,016	3.24%	0	320,213	6,279,803	3.18%
<b>International Equity</b>	<b>\$46,779,725</b>	<b>22.93%</b>	<b>\$(21,164)</b>	<b>\$1,761,383</b>	<b>\$45,039,505</b>	<b>22.79%</b>
Vanguard Intl Growth	19,562,245	9.59%	0	775,125	18,787,119	9.51%
Vanguard Intl Value	18,190,840	8.92%	0	849,834	17,341,006	8.77%
Brandes International Small Cap	9,026,640	4.42%	(21,164)	136,424	8,911,380	4.51%
<b>Fixed Income</b>	<b>\$74,296,024</b>	<b>36.42%</b>	<b>\$(1,361)</b>	<b>\$400,465</b>	<b>\$73,896,920</b>	<b>37.39%</b>
Alaska Permanent Cap Mgmt	26,331,358	12.91%	(1,361)	141,457	26,191,262	13.25%
Standish Global Fixed	21,732,612	10.65%	0	141,335	21,591,277	10.92%
Baird Aggregate Bond	26,232,054	12.86%	0	117,673	26,114,381	13.21%
<b>Real Estate</b>	<b>\$18,873,422</b>	<b>9.25%</b>	<b>\$(46,130)</b>	<b>\$431,840</b>	<b>\$18,487,712</b>	<b>9.35%</b>
UBS Trumbull Property	9,193,525	4.51%	(23,159)	211,471	9,005,213	4.56%
Morgan Stanley Prime Property Fund	9,679,897	4.74%	(22,971)	220,369	9,482,499	4.80%
<b>Total Fund</b>	<b>\$204,016,531</b>	<b>100.0%</b>	<b>\$(71,436)</b>	<b>\$6,445,500</b>	<b>\$197,642,467</b>	<b>100.0%</b>

## Investment Manager Returns

The table below details the rates of return for the Fund's investment managers over various time periods ended December 31, 2017. Negative returns are shown in red, positive returns in black. Returns for one year or greater are annualized. The first set of returns for each asset class represents the composite returns for all the fund's accounts for that asset class.

### Returns for Periods Ended December 31, 2017

	Last Quarter	Last Year	Last 3 Years	Last 5 Years	Last 7 Years
<b>Domestic Equity</b>	<b>6.40%</b>	<b>19.45%</b>	<b>11.10%</b>	<b>15.55%</b>	<b>13.45%</b>
Russell 3000 Index	6.34%	21.13%	11.12%	15.58%	13.50%
<b>Large Cap Equity</b>	<b>6.63%</b>	<b>21.79%</b>	<b>11.38%</b>	<b>15.76%</b>	<b>13.73%</b>
Vanguard Institutional Index	6.63%	21.79%	11.38%	15.76%	13.73%
S&P 500 Index	6.64%	21.83%	11.41%	15.79%	13.76%
<b>Mid Cap Equity</b>	<b>6.24%</b>	<b>16.18%</b>	<b>11.08%</b>	-	-
Vanguard S&P Mid Cap 400 Index	6.24%	16.18%	11.08%	-	-
S&P Mid Cap 400 Index	6.25%	16.24%	11.14%	15.01%	12.85%
<b>Small Cap Equity</b>	<b>5.10%</b>	<b>10.97%</b>	<b>9.14%</b>	-	-
RBC Small Cap Core	5.10%	10.97%	9.14%	-	-
Russell 2000 Index	3.34%	14.65%	9.96%	14.12%	11.62%
<b>International Equity</b>	<b>3.91%</b>	<b>30.37%</b>	<b>10.94%</b>	<b>9.47%</b>	<b>7.17%</b>
Vanguard Intl Growth	4.13%	43.16%	13.61%	11.27%	8.51%
Vanguard Intl Value	4.90%	27.96%	8.43%	7.76%	5.88%
MSCI EAFE	4.23%	25.03%	7.80%	7.90%	6.04%
MSCI ACWI ex US IMI (net)	5.23%	27.81%	8.38%	7.22%	5.15%
International Equity Target	5.23%	27.81%	8.50%	7.39%	5.48%
Brandes International Small Cap	1.54%	12.80%	-	-	-
ACWI Sm Cap ex US	6.56%	31.65%	11.96%	10.03%	6.54%
<b>Fixed Income</b>	<b>0.54%</b>	<b>3.97%</b>	<b>2.46%</b>	<b>2.24%</b>	<b>3.38%</b>
Alaska Permanent Cap Mgmt	0.54%	3.39%	2.46%	2.26%	3.45%
Baird Aggregate Bond	0.45%	4.20%	-	-	-
Blmbg Aggregate Index	0.39%	3.54%	2.24%	2.10%	3.20%
Standish Global Fixed	0.65%	4.43%	-	-	-
Blmbg Global Aggregate Index	0.80%	3.04%	2.66%	3.06%	3.76%
<b>Real Estate</b>	<b>2.34%</b>	<b>8.05%</b>	<b>9.67%</b>	<b>10.22%</b>	-
UBS Trumbull Property - Net	2.09%	5.12%	7.52%	8.40%	-
Morgan Stanley Prime Property - Net	2.08%	8.75%	-	-	-
NFI-ODCE Equal Weight Net	1.94%	6.92%	9.77%	10.62%	11.13%
<b>Total Fund</b>	<b>3.26%</b>	<b>14.28%</b>	<b>7.48%</b>	<b>8.45%</b>	<b>7.85%</b>
Target Benchmark*	3.28%	13.75%	6.79%	7.80%	7.34%
CPI + 4.5%	0.94%	6.68%	6.02%	5.77%	6.10%

\* Current Quarter Target = 40.0% Blmbg Aggregate, 29.0% Russell 3000 Index, 21.0% MSCI ACWI ex US IMI and 10.0% NCREIF NFI-ODCE Eq Wt Net.

## Investment Manager Returns

The table below details the rates of return for the Fund's investment managers over various time periods ended December 31, 2017. Negative returns are shown in red, positive returns in black. Returns for one year or greater are annualized. The first set of returns for each asset class represents the composite returns for all the fund's accounts for that asset class.

### Returns for Periods Ended December 31, 2017

	<b>Last 10 Years</b>	<b>Last 15 Years</b>	<b>Last 20-1/4 Years</b>
<b>Domestic Equity</b>	<b>8.45%</b>	<b>10.05%</b>	-
Russell 3000 Index	8.60%	10.25%	7.43%
<b>Large Cap Equity</b>	<b>8.50%</b>	<b>9.92%</b>	-
Vanguard Institutional Index	8.50%	9.92%	-
S&P 500 Index	8.50%	9.92%	7.25%
<b>International Equities</b>	<b>3.53%</b>	<b>9.09%</b>	-
Vanguard Intl Growth	4.85%	-	-
Vanguard Intl Value	2.24%	-	-
MSCI EAFE	1.94%	8.11%	4.76%
MSCI ACWI ex US IMI (net)	2.20%	9.17%	5.40%
International Equity Target	2.36%	9.27%	5.61%
<b>Fixed Income</b>	<b>3.84%</b>	<b>4.01%</b>	<b>5.07%</b>
Alaska Permanent Cap Mgmt	4.38%	4.44%	5.40%
Blmbg Aggregate Index	4.01%	4.15%	5.07%
<b>Total Fund</b>	<b>5.98%</b>	<b>7.11%</b>	<b>6.62%</b>
Target Benchmark*	5.81%	6.95%	6.26%
CPI + 4.5%	6.08%	6.57%	6.59%

\* Current Quarter Target = 40.0% Blmbg Aggregate, 29.0% Russell 3000 Index, 21.0% MSCI ACWI ex US IMI and 10.0% NCREIF NFI-ODCE Eq Wt Net.

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	2017	2016	2015	2014	2013
<b>Domestic Equity</b>	<b>19.45%</b>	<b>15.08%</b>	<b>(0.24%)</b>	<b>12.72%</b>	<b>33.25%</b>
Russell 3000 Index	21.13%	12.74%	0.48%	12.56%	33.55%
<b>Large Cap Equity</b>	<b>21.79%</b>	<b>11.93%</b>	<b>1.37%</b>	<b>13.65%</b>	<b>32.35%</b>
Vanguard Institutional Index	21.79%	11.93%	1.37%	13.65%	32.35%
S&P 500 Index	21.83%	11.96%	1.38%	13.69%	32.39%
<b>Mid Cap Equity</b>	<b>16.18%</b>	<b>20.66%</b>	<b>(2.23%)</b>	<b>9.72%</b>	-
Vanguard S&P Mid Cap 400 Index	16.18%	20.66%	(2.23%)	9.72%	-
S&P Mid Cap 400 Index	16.24%	20.74%	(2.18%)	9.77%	33.50%
<b>Small Cap Equity</b>	<b>10.97%</b>	<b>26.34%</b>	<b>(7.27%)</b>	<b>4.68%</b>	-
RBC Small Cap Core	10.97%	26.34%	(7.27%)	4.68%	-
Russell 2000 Index	14.65%	21.31%	(4.41%)	4.89%	38.82%
<b>International Equities</b>	<b>30.37%</b>	<b>5.17%</b>	<b>(0.43%)</b>	<b>(6.09%)</b>	<b>22.62%</b>
Vanguard Intl Growth	43.16%	2.17%	0.25%	(5.51%)	23.12%
Vanguard Intl Value	27.96%	5.33%	(5.41%)	(6.69%)	22.15%
MSCI EAFE	25.03%	1.00%	(0.81%)	(4.90%)	22.78%
MSCI ACWI ex US IMI (net)	27.81%	4.41%	(4.60%)	(3.89%)	15.82%
International Equity Target	27.81%	4.85%	(4.69%)	(3.44%)	15.78%
Brandes International Small Cap	12.80%	10.62%	-	-	-
ACWI Sm Cap ex US	31.65%	3.91%	2.60%	(4.03%)	19.73%
<b>Fixed Income</b>	<b>3.97%</b>	<b>2.98%</b>	<b>0.47%</b>	<b>5.85%</b>	<b>(1.87%)</b>
Alaska Permanent Cap Mgmt	3.39%	2.96%	1.04%	5.80%	(1.73%)
Baird Aggregate Bond	4.20%	2.59%	-	-	-
Blmbg Aggregate Index	3.54%	2.65%	0.55%	5.97%	(2.02%)
Standish Global Fixed	4.43%	2.45%	-	-	-
Blmbg Global Aggregate Index	3.04%	3.95%	1.02%	7.59%	(0.14%)
<b>Real Estate</b>	<b>8.05%</b>	<b>8.07%</b>	<b>12.96%</b>	<b>11.68%</b>	<b>10.43%</b>
UBS Trumbull Property - Net	5.12%	5.90%	11.64%	10.38%	9.12%
Morgan Stanley Prime Property	8.75%	-	-	-	-
NFI-ODCE Equal Weight Net**	6.92%	8.36%	14.18%	11.42%	12.36%
<b>Total Fund</b>	<b>14.28%</b>	<b>7.48%</b>	<b>1.08%</b>	<b>5.28%</b>	<b>14.77%</b>
Target Benchmark*	13.75%	6.70%	0.34%	6.01%	12.74%
CPI + 4.5%	6.68%	6.49%	4.89%	4.83%	5.96%

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Health Insurance Fund Report  
December 31, 2017

Prepared by: Brian Carlson, Finance Director  
Contact: 907.834.3461, bcarlson@ci.valdez.ak.us

MONTH	CITY				SCHOOL				COMBINED			
	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE
JAN	\$ 211,498	\$ 115,009	\$ 33,913	\$ 62,576	\$ 261,305	\$ 124,423	\$ 35,383	\$ 101,498	\$ 472,803	\$ 239,433	\$ 69,296	\$ 164,074
FEB	219,675	118,654	35,622	65,399	261,305	114,179	35,383	111,743	480,980	232,833	71,005	177,141
MAR	218,352	191,500	36,347	(9,495)	261,305	254,248	35,383	(28,327)	479,656	445,748	71,730	(37,822)
APR	228,531	-	38,638	189,893	261,305	-	37,656	223,649	489,836	-	76,294	413,542
MAY	240,433	311,712	37,379	(108,658)	-	182,032	37,083	(219,115)	240,433	493,744	74,462	(327,774)
JUN	229,478	293,462	37,389	(101,372)	518,103	221,248	37,083	259,772	747,581	514,710	74,472	158,400
JUL	227,173	60,380	38,395	128,398	236,944	61,761	33,536	141,647	464,117	122,141	71,931	270,045
AUG	235,312	157,043	37,537	40,732	246,402	175,549	34,828	36,025	481,714	332,592	72,365	76,757
SEP	237,196	253,191	39,239	(55,234)	-	173,602	34,828	(208,430)	237,196	426,793	74,067	(263,664)
OCT	255,805	382,827	40,860	(167,881)	492,869	225,157	35,150	232,562	748,675	607,984	76,010	64,681
NOV	243,523	308,111	38,240	(102,829)	251,856	157,859	25,472	68,525	495,379	465,969	63,713	(34,303)
DEC	241,267	157,119	40,169	43,978	255,171	315,987	36,116	(96,933)	496,437	473,106	76,285	(52,954)
<b>TOTALS</b>	<b>\$ 2,788,243</b>	<b>\$ 2,349,009</b>	<b>\$ 453,728</b>	<b>\$ (14,494)</b>	<b>\$ 3,046,563</b>	<b>\$ 2,006,045</b>	<b>\$ 417,903</b>	<b>\$ 622,616</b>	<b>\$ 5,834,807</b>	<b>\$ 4,355,054</b>	<b>\$ 871,631</b>	<b>\$ 608,122</b>

Health Insurance Fund Balance (Including Reserve)12/31/15:	<b>\$2,919,197</b>
Total Deposits	5,834,807
Total Claims	(4,355,054)
Premiums/Admin.Fee/Cost:	(871,631)
Claims and Stop Loss	(3,931)
Refunds, Stop Loss	97,876
Annual Fee US Pay.Gov	(6,242)
Bank Fees	(1,500)
Interest Accrued	1,171
City Wellness & BIO Screening	(13,825)
<b>Health Insurance Fund Balance (Including Reserve)</b>	<b><u>\$3,600,868</u></b>



Legislation Text

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**File #:** 18-0159, **Version:** 1

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**ITEM TITLE:**

Mayor's Report

**SUBMITTED BY:** Ruth E. Knight

**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:**

Please see attached Mayor's report for April 3.

## Mayor's Report – for the April 3, 2018 Council meeting

Since our last Council meeting on March 20:

- The Health Advisory Council met on March 21<sup>st</sup>, we had Dr. Robert Sewell educate us on the SHARP program, its history and what SHARP 3 would do for our community. We also looked over the draft Community Health Indicators and were asked to give input.
- On March 21<sup>st</sup>, the school district convened a Preschool Committee to discuss and help design a recommendation for a full day, universal PreK program. This is an important item for the City to stay aware of and involved in since having consistent and enough education and care for our youngest citizens is a big factor for young families choosing Valdez as their home.
- PVMC hosted a screening of the documentary Resilience at the theater on March 22<sup>nd</sup> and a panel discussion followed. There were about 80 people in attendance. I greatly appreciate the efforts of all the caregivers and educators to have us understand the importance of how adverse childhood events (ACES) affect us as a society and what we can do about it.
- Elke and I met on Friday the 23<sup>rd</sup> and Councilmen Needles and Reese were also present. We discussed the SHARP 3 program and the idea of Valdez creating their own program to incentivize doctors to move to Valdez. The idea is that M.D.s would move and stay in Valdez for a certain amount of time providing care to our community in exchange for getting their loans repaid. Elke was asked to take this to our Assistant City Manager, Finance Director, and Legal to see if such a program could be developed and run by the City without having the doctors who received the loan repayment have to pay taxes on it. We have also set a work session on Thursday April 5<sup>th</sup> at 6 p.m. to discuss our City IT Department and this Medical Professional Incentive.
- I attended the School Board meeting on Monday, March 26<sup>th</sup>. There was much discussion on the Breakfast Program and the Board gave their consent to have the stop loss carrier changed for the employee health insurance program.
- We had a Beautification Task Force meeting at noon on the 27<sup>th</sup> since the 26<sup>th</sup> was Seward's Day (hope those who had the day off enjoyed it). We discussed the 5 business applications for the matching grant funds and decided to rank those, but to have a second round to allow for those that missed the first deadline. We also discussed developing a Long Range Plan.
- The 54<sup>th</sup> Anniversary of the Alaska Earthquake was on March 27<sup>th</sup>. Our local chapter of the Pioneers of Alaska did a wonderful job hosting the annual Earthquake Memorial on the City (Kelsey) Dock at 5:27 p.m. I would like to recognize Jim Gifford, Suzie Koklich, and Dan Stowe for their efforts and give my condolences to the families of those lost.
- I was able to participate HHES's celebration week by being one of the readers during the Food for Thought evening literacy event on March 27<sup>th</sup>. The March 30<sup>th</sup> assembly and reception capped the week off with a flare! Congratulations to the

HHES staff for being awarded the title of a National Title 1 school, only two schools from Alaska were selected. We are very lucky to have such good educators and education facilities in our City.

- On the 28<sup>th</sup>, the PWSEDD met and discussed the ongoing economic initiatives and the ferry summit that will be happening in Cordova on April 4. I hope Elke and Jeremy will be able to attend.
- The 29<sup>th</sup> was the third meeting of the Valdez Prevention Coalition, which is funded by a state grant to help Valdez develop ways to prevent violence in our community at all levels. This is a very involved group of citizens representing much of Valdez.
- I have had communication with Dr. Sewell, Mr. Tom Chard, Senators Shower, Representatives Spohnholz and Rauscher regarding figuring out how to get SHARP3 off the ground this year.
- I also received notice that the Secure Rural Schools (Timber Receipts) funding was included and passed in the omnibus bill that the president did sign. This is a very sizable amount of federal funding that had been done away with last year. Mr. Alan Sorum had been working with the SRS national coalition to get it refunded. The City and the Schools are very thankful to have these funds back in our budgets.
- Mr. Werthmann of the PEW Trust, who has been working to secure more federal funding for flood control, which we supported, sent me great news also regarding the Omnibus bill, stating:  
“Pre-disaster mitigation (PDM) will increase to \$249 million, \$149 million more than last year’s amount. And mapping/risk assessment will go up to \$263 million, an \$85 million-dollar increase from last year. These are the largest increases in ten years for these programs.”
- The final wonderful communication I received was from Dave Mitchell of the Great Land Trust. “As you know, in November the Exxon Valdez Oil Spill Trustee Council approved funding for the acquisition of Meals Hill along with additional funds for park development...PVC had some follow up questions that we have been working through with them and they are in the final stages of deliberation over our offer...”
- April 3<sup>rd</sup> is Career Fair Day at VHS, I hope everyone gets a chance to attend and to thank Mr. Woodgate and the VHS staff for making this happen again this year.
- The agenda overview meeting with the City Manager, the Clerk, and the City Attorney will happen at 11:30, April 3<sup>rd</sup> before the Council meeting.
- I hope everyone had a peaceful Easter/April Fool’s Day and that April will bring us a beautiful Spring.

Respectfully submitted,



Ruthie Knight, Mayor City of Valdez