

Meeting Agenda - Final

City Council

Tuesday, March 16, 2021	7:00 PM	Council Chambers
Tuesuay, March 16, 2021		Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF MINUTES
 - 1. <u>City Council Regular Meeting Minutes of March 2, 2021</u>
- V. PUBLIC APPEARANCES
 - 1. <u>Public Appearance: Patricia Relay, Valdez Museum & Historical Archive & Chris</u> Whittington Evans, Wolf Architecture - New Valdez Museum Planning Update
- VI. PUBLIC BUSINESS FROM THE FLOOR
- VII. CONSENT AGENDA
 - 1. <u>Approval To Go Into Executive Session Re: (1) PPM Litigation & (2) Alaska Trappers</u> <u>Litigation</u>
 - 2. Proclamation: 1964 Earthquake Memorial Remembrance Day
- VIII. NEW BUSINESS
 - 1. <u>Discussion Item: COVID-19 Update</u>
 - 2. Approval of Amendment No. 7 to Valdez Public Health Mandate 003 (Mask Mandate)
 - **3.** <u>Approval of Contract with Build Alaska General Contracting, LLC for the Valdez Civic</u> Center Emergency Lighting Upgrades Project in the Amount of \$118,210.00.
 - 4. <u>Approval of Contract with Earhart Roofing Company, Inc., for the Baler & Fire Stations</u> <u>3 & 4 Roof Replacements in the Amount of \$639,000.00</u>

- 5. <u>Approval of Providence Valdez Medical Center Projects Funding Requests in the</u> <u>Amount of \$1,496,000</u>
- 6. <u>Approval of Federal Lobbyist Contract with Capitol Hill Consulting Group in An Amount</u> <u>Not to Exceed \$36,270.00</u>
- 7. <u>Approval of Annual Renewal of City/School Health Insurance Benefit Plan for Period</u> Beginning 4/1/2021
- IX. ORDINANCES
 - 1. <u>#21-03 Amending Title 12 of the Valdez Municipal Code by Creating Chapter 12.06</u> Titled Addressing and Street Naming. First Reading. Public Hearing.
- X. RESOLUTIONS
 - 1. <u>#21-11 Authorizing the Continuance of the COVID-19 Local Government Disaster</u> Declaration
 - 2. #21-12 Amending the 2021 City Budget by Appropriating \$5.5MM of Excess Funds Carried Forward from 2020, and \$10.5MM from Unassigned General Fund Balance, and \$7.7MM of Prior Project Appropriations to Council-Approved Capital and Major Maintenance Projects and Miscellaneous Operating Expenses
 - 3. #21-13 Amending the 2021 City Budget by Appropriating \$295,000 for New Providence Valdez Medical Center Projects, Closing \$1,524,050 in Previously-Appropriated Projects, Transferring \$1,046,000 to General Fund, and Remitting \$183,050 in Excess Funds to Providence Valdez Medical Center
- XI. REPORTS
 - 1. <u>City of Valdez Newsletter Update</u>
 - 2. <u>Comprehensive Plan Update</u>
 - 3. Quarterly Financial Statements: December 31, 2020
 - 4. Monthly Treasury Report: January, 2021
 - 5. <u>Procurement Report: Professional Services Agreement with Arcadis, Inc. for the Small</u> <u>Boat Harbor Reconstruction Solicitation and Design Support in the Amount of</u> <u>\$97,788.</u>
 - 6. <u>Procurement Report: Professional Services Agreement with RESPEC COMPANY,</u> <u>LLC dba PDC Engineers for the ASLS 79-116 Access Study in the Amount of</u> <u>\$79,935</u>
- XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

- 1. City Manager Report
 - 1. <u>City Manager's Report March 16, 2021</u>
- 2. City Clerk Report
- 3. City Attorney Report
- 4. City Mayor Report
- XIII. COUNCIL BUSINESS FROM THE FLOOR
- XIV. EXECUTIVE SESSION
- XV. RETURN FROM EXECUTIVE SESSION
- XVI. ADJOURNMENT
- XVII. APPENDIX
 - 1. <u>Council Calendars April & March 2021</u>



Legislation Text

File #: 21-0151, Version: 1

ITEM TITLE: City Council Regular Meeting Minutes of March 2, 2021

SUBMITTED BY: City Clerk's Office

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

City Council regular meeting minutes of March 2, 2021 attached for Council review.

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City of Valdez

212 Chenega Ave. Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, March 2, 2021 7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

- Present: 7 Mayor Sharon Scheidt Council Member Ron Ruff (*by telephone*) Council Member Susan Love Council Member Dawson Moore Council Member Jimmy Devens Mayor Pro Tem Dennis Fleming (*by telephone*) Council Member Alan Sorum
- Also Present: 7 City Manager Mark Detter Assistant City Manager Nathan Duval Assistant City Manager Roxanne Murphy City Clerk Sheri Pierce Deputy City Clerk Allie Ferko (by telephone) Records Manager Shelley McMillen City Attorney Jake Staser

IV. APPROVAL OF MINUTES

1. City Council Regular Meeting Minutes of February 16, 2021

The City Council regular meeting minutes of February 16, 2021 were approved as presented.

City Council 2019 Minutes: (1) Regular Meeting Minutes of March 5, 2019, (2) Special Meeting Minutes of February 26, 2019, (3) Regular Meeting Minutes of February 19, 2019, and (4) Regular Meeting Minutes of February 5, 2019

The City Council regular meeting minutes of March 5, 2019; special meeting minutes of February 26, 2019; regular meeting minutes of February 19, 2019; and regular meeting minutes of February 5, 2019 were approved as presented.

V. PUBLIC BUSINESS FROM THE FLOOR

Lanette Oliver – Valdez Adventure Alliance Executive Director

Ms. Oliver shared a video and provided a brief update on the recent Ice Climbing Festival, including an economic impact report.

VI. CONSENT AGENDA

1. Approval of Amendment No. 2 to the Valdez Container Terminal Scale-House Use Agreement with Samson Tug and Barge (Moved to New Business #5)

2. Appointment to Regional Citizens' Advisory Council Board of Directors (Applicant: Amanda Bauer)

MOTION: Council Member Moore moved, seconded by Council Member Love to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Love, Council Member Moore, Council Member Devens, Mayor Pro Tem Fleming and Council Member Ruff

Abstain: 1 - Council Member Sorum MOTION CARRIED.

VII. NEW BUSINESS

1. Discussion Item: COVID-19 Update

Mr. Detter updated Council on current local and state case counts. Public Health Nurse Terri Lynch provided a vaccination update. Mayor Scheidt asked if Valdez would move ahead to the next tier if vaccines were still available after completing the current tier. Ms. Lynch outlined the Alaska Department of Health & Social Services approval process to move forward ahead of the rest of the state. Ms. Lynch detailed case trends around the state.

Council Member Sorum stated he believed holding annual mass vaccination exercises in Valdez over the years directly contributed to the current success of local COVID-19 vaccine point of dispensing clinics.

Mr. Detter provided an update on the Business Economic Recovery Grant and the Advertising Marketing Grant programs.

2. Approval of Public Health Mandate 003, Amendment #6 (Mask Mandate)

MOTION: Council Member Sorum moved, seconded by Council Member Devens, to approve Public Health Mandate 003, Amendment #6 (mask mandate).

Mr. Detter stated he would return with a full recommendation for the future of the mask mandate and declaration of emergency from the Valdez COVID-19 Unified

Command at the next regular Council meeting.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Love, Council Member Moore, Council Member Devens, Mayor Pro Tem Fleming and Council Member Sorum

Nays: 1 - Council Member Ruff

MOTION CARRIED.

3. Approval to Purchase Providence Valdez Medical Center Capital/Equipment in the Amount of \$43,931.84

MOTION: Council Member Love moved, seconded by Council Member Sorum, to approve purchase of Providence Valdez Medical Center capital equipment in the amount of \$43,931.84.

A representative from Providence Valdez Medical Center (PVMC) explained the timing of the purchase of the new infant warmers. She stated the purchase had been budgeted for the prior year, but had been postponed due to COVID-19.

VOTE ON THE MOTION:

Yays: 7 - Mayor Scheidt, Council Member Love, Council Member Moore, Council Member Devens, Mayor Pro Tem Fleming, Council Member Sorum, and Council Member Ruff

MOTION CARRIED.

4. Discussion Item: Return on Investment Analysis of New Valdez Commercial Harbor Fueling Facility

Ports and Harbor Director Jeremy Talbott introduced Meilani Schijvens, director of Rain Coast Data. Ms. Schijvens explained the multiple approaches her team took to assess the need for the new Valdez commercial harbor fueling facility. She reviewed the draft Return on Investment Analysis included in the agenda packet.

Council Member Sorum shared his support of the project.

Council Member Love asked for a reminder on the results of a request for proposals for a fuel facility put out the prior year. Mr. Talbott stated only one proposal had been received and had come from the company currently operating the fuel dock in the original boat harbor. He shared his enthusiasm for the data contained in the analysis. He stated the Valdez Harbormaster would be reaching out to Crowley to discuss expanded hours at the current fuel dock. Council Member Love asked if the scope of the prior RFP had been a public/private partnership. Mr. Talbott stated the scope had been privately constructed and privately run.

Council Member Moore asked why there was not more information in the study on why Valdez, the most commonly cited historical example of the public/private model, had transitioned away from said model in the past. Ms. Schijvens stated she had included the information because she found it interesting, but had not reached out to contacts who were involved in making the decision thirty years prior.

5. Approval of Amendment No. 2 to the Valdez Container Terminal Scale House Use Agreement with Samson Tug and Barge (Moved from Consent Agenda)

MOTION: Council Member Love moved, seconded by Council Member Moore to approve Amendment No. 2 to the Valdez Container Terminal Scale House Use Agreement with Samson Tug and Barge.

Council Member Love asked why Samson was vacating. Mr. Talbott explained why the Port was encouraging Samson to vacate and explained alternate options being considered.

VOTE ON THE MOTION:

Yays: 7 - Mayor Scheidt, Council Member Love, Council Member Moore, Council Member Devens, Mayor Pro Tem Fleming, Council Member Sorum, and Council Member Ruff

MOTION CARRIED.

VIII. ORDINANCES

1. Ordinance #21-02 - Adoption of New Official Zoning Maps. Second Reading. Adoption.

MOTION: Council Member Love moved, seconded by Council Member Devens, to approve Ordinance #21-02. Second Reading. Adoption.

VOTE ON THE MOTION:

Yays: 7 - Mayor Scheidt, Council Member Love, Council Member Moore, Council Member Devens, Mayor Pro Tem Fleming, Council Member Sorum, and Council Member Ruff

MOTION CARRIED.

IX. RESOLUTIONS

1. #21-10 - Adopting the City of Valdez Employee Personnel Regulations and Creating an Effective Date

MOTION: Council Member Moore moved, seconded by Council Member Love, to approve Resolution #21-10.

VOTE ON THE MOTION:

Yays: 7 - Mayor Scheidt, Council Member Love, Council Member Moore, Council Member Devens, Mayor Pro Tem Fleming, Council Member Sorum, and Council Member Ruff

MOTION CARRIED.

X. REPORTS

1. Change Order Report: Change Order with Orion Construction for HHES and VHS Generator Replacement in the Amount of \$15,660.00

2. Report: Temporary Land Use Permit #21-01 for Valdez Motor Sports Club for a 2-acre Portion of USS 439 (Pipeyard)

3. Information Technology Department Report - Verbal Presentation

IT Director Matthew Osburn provided a verbal briefing of IT Department operations, responsibilities, the effects of the 2018 cyber-attack on the department, a five year budget history, and completed & ongoing projects.

Mayor Scheidt asked who was able to update the city webpage. Mr. Osburn responded a majority of departments had a dedicated staff member with access to update the webpage.

Council Member Love requested information on radio and FCC licensing. Mr. Osburn outlined an audit performed by IT and the process to update FCC licensing.

Council Member Love and Mayor Scheidt expressed their appreciation for the large scope of work covered by the IT Department.

Council Member Fleming pointed out Mr. Osburn had been instrumental both during and after the cyber-attack. He stated he looked forward to seeing future great work by the IT Department.

Mr. Detter requested Mr. Osburn address the reason behind city cell phones being distributed and not allowing network access to city email on personal devices. Mr. Osburn explained the purpose was mainly to protect personal information contained on personal cell phones and ensure compliance with the Alaska Public Records Act.

Council Member Sorum shared his gratitude for Mr. Osburn and his staff.

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

1. City Manager Report

Mr. Detter reminded Council of the emergency warning siren test occurring the following day, as well as an upcoming work session regarding disposition of city owned property. He suggested Council look at reinstating late fees for city services and would be bringing the topic before Council during an upcoming regular meeting. He updated Council on health insurance, the City Permanent Fund, and the Comprehensive Plan.

2. City Clerk Report

Ms. Pierce reviewed the upcoming Council calendar. She provided a reminder that anyone interested in running for office for the upcoming municipal election must file a nominating petition with the Clerk's Office by March 15th at 5pm. She shared two new publications by City Parks Maintenance which provided detailed historical information for one of the two local cemeteries.

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including Pacific Pile & Marine, Alaska Trappers Association, redistricting, escaped property, state budgeting including SB13, and Personnel Regulations.

4. City Mayor Report

Mayor Scheidt updated Council on the Alaska Gasline Port Authority Board, the Beautification Task Force, and her recent conversation with Representative Rauscher.

XII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Fleming stated he would be unable to attend the Council meeting on the 16th.

Council Member Ruff expressed interest amending Title 6 in relation to animals, to update the definition of restraint. Chief of Police Bart Hinkle stated he would plan to bring the topic forward during the April 6th regular Council meeting.

Council Member Devens thanked Finance Department staff for the effort put into the City Permanent Fund meeting.

Council Member Sorum addressed the anniversary of the beginning of the pandemic and shared his appreciation for local vaccination efforts.

Council Member Moore thanked Mr. Osburn for his work in the IT Department.

XIII. ADJOURNMENT

There being no further business, Mayor Scheidt adjourned the meeting at 8:53 p.m.



Legislation Text

File #: 21-0152, Version: 1

ITEM TITLE:

Public Appearance: Patricia Relay, Valdez Museum & Historical Archive & Chris Whittington Evans, Wolf Architecture - New Valdez Museum Planning Update

SUBMITTED BY: Patricia Relay, VMHA Executive Director

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

On October 6, 2020, the City of Valdez entered into a contract with Wolf Architecture and Hennebery Eddy Architects to provide design services for a new museum facility. Since that time the Museum Board and Staff, in conjunction with City Capital Facilities have been working on two parallel fronts, Design and Community Outreach/Fundraising.

- On October 20, 2020 the Museum launched an official kick off when Wolf Architecture and Hennebery Eddy Architects came to Valdez and hosted a two-day virtual and in-person design workshop.
- In December of 2020 the architects presented the Building Committee with initial site and building concept plans
- In January 2021 further, refined plans were presented to the Building Committee and a scheme was selected.
- Stakeholders and community members weighed in on options for exhibiting the Old Town Model in the New Museum and in February 2021 the committee approved an approach to its display.
- Early in March, work on developing a probable cost of construction begun.
- Preliminary results of an energy model helped steer building envelope, glazing and mechanical equipment strategies toward efficient solutions.
- Evolution of the selected scheme continues toward delivering concept-level design plans, renderings and an interior animated 'fly-through' all of which will be used in promoting the Museum and securing matching funds.

On a parallel track, community engagement and fundraising planning occurred, with support from consulting firm

File #: 21-0152, Version: 1

Information Insights.

- VMHA developed a cohesive vision, goals, objectives, tactics, and a timeline to support Museum expansion fundraising and outreach activities
- VMHA identified key stakeholders to engage and completed 20 1:1 interviews to learn more about community members' perspectives on the Museum and the expansion project
- The Museum Expansion component of the VMHA website was updated to accept expansion-specific donations and provide context on the project
- A one-page Case Statement to support the expansion was completed
- An engaging Board and key volunteer Fundraising Training provided tools and best practices for major donor fundraising
- A community survey is currently in distribution, to gain additional insights and perspective on the Museum expansion
- Testimonials from stakeholder engagement are compiled to support additional fundraising and outreach activities

NOTE The presentation provided highlights the design process, community engagement and resultant concept-level outcome for the New Valdez Museum & Historical Archive. The accompanying slide deck identifies several graphics still being rendered whose completed form may differ slightly.

VALDEZ MUSEUM AND HISTORICAL ARCHIVE

NEW MUSEUM | CITY COUNCIL UPDATE







PROCESS







VMHA | New Museum | City Council Update | 16 March 2021

PLACEHOLDER: PROJECT TIMELINE







VMHA | New Museum | City Council Update | 16 March 2021

PROJECT TIMELINE















PROCESS

SITE















SITE PLAN WEST FACINC 19



Hennebery Eddy Architects



- **1. EGAN MONUMENT**
- 2. MUSEUM PARKING
- **3. LIBRARY PARKING**
- 4. COACH DROP-OFF
- **5. ON-STREET PARKING**
- 6. INTERPRETIVE LANDSCAPE a. OLD TOWN LANDSCAPE MAP b. SOFTSCAPE BERMS
 - c. HARDSCAPE
- 7. BOAT HOUSE
- 8. (e) BOILER BUILDING
- **9. LIBRARY CONNECTION**
- **10. VALDEZ CITY LIBRARY**
- **11. VMHA NEW MUSEUM**
 - A. PORCH
 - **B. ENTRY**
 - C. LOADING ACCESS
- 12. EXISTING CURB





















PLANS







VMHA | New Museum | City Council Update | 16 March 2021









LEVEL 01







LEVEL 01M







LEVEL 02









SECTION PERSPECTIVE COLLECTIONS MEZZANIN⁻26









SECTION PERSPECTIVE SERVICE MEZZANIN

CONCEPT







- Inspired by snowfall and the glaciers that surround Valdez
- Durable materials and colors are inspired by the hues of a glacier
- Alternating solid and void echo crevasses and moraines
- White frit and perforated screen elements emulate snowfall
- Earth and rock materials deposited by glacial scouring is characterized by the solid plinth anchoring the building in the site
- Building mass dissolves into the landscape as it unveils a covered porch, blending interior and exterior

glacier

noun gla·cier | \ 'glā-shər

Definition of glacier

outward on a land surface











1: a large body of ice moving slowly down a slope or valley or spreading

CONCEPT - GLACIAL

PLACEHOLDER: RENDERINGS







VMHA | New Museum | City Council Update | 16 March 2021

SE APPROACH

PLACEHOLDER: RENDERINGS







OPTIONAL CONTENT TEXT

SW EGAN AVE

PLACEHOLDER: RENDERINGS







OPTIONAL CONTENT TEXT

WEST PLAZA AND ENTRY

MATERIALS









Hennebery Eddy Architects





VMHA | New Museum | City Council Update | 16 March 2021











PLACEHOLDER: ENERGY MODELING







VMHA | New Museum | City Council Update | 16 March 2021

ENERGY MODELING
PLACEHOLDER: OPERATIONAL COSTS







VMHA | New Museum | City Council Update | 16 March 2021

OPERATIONAL COSTS

PLACEHOLDER: OUTREACH & FUNDRAISING







OUTREACH & FUNDRAISING



Legislation Text

File #: 21-0153, Version: 1

ITEM TITLE:

Approval To Go Into Executive Session Re: (1) PPM Litigation & (2) Alaska Trappers Litigation

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

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

RECOMMENDATION:

Approve going into executive session re: (1) PPM litigation & (2) Alaska Trappers litigation

SUMMARY STATEMENT:

Alaska Statute AS 44.62.310 provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the City Council to meet in executive session for the purpose of discussion related to:

1. Matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City.

2. Matters which by law, municipal charter, or ordinance are required to be confidential.

Any formal action related to the discussion requiring a motion and vote of the governing body must be done in open session.



Legislation Text

File #: 21-0154, Version: 1

ITEM TITLE: Proclamation: 1964 Earthquake Memorial Remembrance Day

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve 1964 Earthquake Memorial Remembrance Day proclamation

SUMMARY STATEMENT:

Proclamation naming March 27, 2021 as Earthquake Memorial Remembrance Day in Valdez, honoring those lives lost as a results of the March 27, 1964 earthquake.

In the next week or so, the Pioneers of Alaska should be announcing community Remembrance Day plans to honor those lives lost in 1964.



ROCLAMATION

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

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

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

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

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

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

WHEREAS, in the intervening 55 years, the families and friends of those who perished have borne their sorrow quietly and with diminishing public awareness of their personal tragedies.

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, do hereby proclaim Saturday, March 27, 2021 as

EARTHQUAKE MEMORIAL REMEMBRANCE DAY

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

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 21-0155, Version: 1

ITEM TITLE:

Discussion Item: COVID-19 Update

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Representatives from the Valdez COVID-19 Unified Command will provide a verbal update regarding COVID-19.



Legislation Text

File #: 21-0156, Version: 1

ITEM TITLE:

Approval of Amendment No. 7 to Valdez Public Health Mandate 003 (Mask Mandate)

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Amendment No. 7 to Valdez Public Health Mandate 003 (Mask Mandate)

SUMMARY STATEMENT:

Valdez COVID-19 Unified Command recommends Amendment No. 7 to Valdez Public Health Mandate 003 (mask mandate), which includes the following changes:

- Clarifies the mandate will now applies to indoor public/communal settings (not outdoor spaces). CDC continues to recommend mask wear within indoor public spaces, even for those who are fully vaccinated.
- Edit the term "shelter group", which no longer applies, to "household".
- Extends the mandate until May 7, 2021 or until otherwise extended or rescinded. Local public health officials believe most, if not all, those in Valdez who wish to receive COVID-19 vaccination will be provided an opportunity for at least their first dose of vaccine by early May.

Please note, on March 8, 2021, CDC released new guidance for fully vaccinated individuals (<<u>https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html></u>)

- CDC considers people "fully vaccinated":
 - Two weeks after receiving their second dose of the Pfizer or Moderna vaccine (two dose vaccine series).
 - Two weeks after receiving the Johnson & Johnson vaccine (single dose vaccine).

File #: 21-0156, Version: 1

- CDC states COVID-19 vaccines are effective at preventing disease, especially severe illness and death. CDC is still learning how effective the vaccines are against variants of the SARS-CoV-2 virus and how long COVID-19 vaccines can protect people.
- CDC states prevention steps, like wearing a mask in public places, helps stop the spread of SARS-CoV-2 and that these steps are still important even as vaccines are being distributed. CDC is still learning how well COVID-19 vaccines keep people from spreading the disease. Early data shows the vaccines may help keep people from spreading the virus, but CDC continues to learn more as more people get vaccinated.
- CDC states based on what they know about COVID-19 vaccines, people who have been fully vaccinated can start to do some things they may have stopped doing because of the pandemic:
 - CDC states mask wear is no longer necessary when fully vaccinated individuals gather in indoor private spaces with other fully vaccinated individuals.
 - CDC states mask wear is no longer necessary when fully vaccinated individuals gather in indoor private spaces with unvaccinated people from <u>one other</u> household.
 - CDC states quarantine and testing are no longer necessary for fully vaccinated individuals following exposure to the SARS-CoV-2 virus unless they have symptoms or live in a group setting like a group home. Fully vaccinated individuals who develop even one mild symptom of COVID-19 should get tested and stay home away from others.
- CDC states fully vaccinated individuals should continue to take steps to protect themselves and others, by wearing a mask, physical distancing, and avoiding crowds and poorly ventilated spaces whenever they are (a) **in public**, (b) gathering with unvaccinated people from more than one household, and (c) when visiting with an unvaccinated person who is at increased risk of severe illness or death from COVID-19 or who lives with a person at increased risk.
- CDC states fully vaccinated individuals should continue to avoid medium or large sized gatherings.
- CDC states fully vaccinated individuals should continue to consider delaying domestic and international travel. If they must travel, they must follow CDC travel requirements. These requirements include wearing masks on planes, buses, trains, and other forms of public transportation and in transportation hubs such as airports and stations. (<u>www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-COVID19.html</u> <<u>http://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-COVID19.html</u>>)
- CDC states fully vaccinated individuals still need to follow guidance regarding COVID-19 prevention measures established by their workplace.



CITY OF VALDEZ COVID-19 <u>PUBLIC HEALTH MANDATE #003</u> <u>AMENDMENT NO. 7</u>

The COVID-19 pandemic continues to threaten the health and well-being of Valdez. Since our first confirmed cases of the virus, we've reached a dangerous threshold where it is recommended we require, not request, preventative measures that will reduce the possibility of a surge that could create community transmission and overwhelm our local healthcare system. Therefore, we must work proactively to keep our community healthy, our small businesses open, and our children back to school this fall.

Recent studies indicate that mask wearing by the public can help reduce the spread of the virus. Based on this information, the CDC recommends wearing cloth face coverings in indoor public settings. where social distancing measures are difficult to maintain. In line with this recommendation, the City of Valdez puts forth this mandate to preserve the health and safety of our community through prevention of community transmission.

THE CITY OF VALDEZ HEREBY ORDERS THE FOLLOWING MANDATE TO BE EFFECTIVE AS OF 5:00 PM ON JULY 10, 2020. THE FOLLOWING MANDATE SHALL HAVE THE POWER OF LAW AND **SHALL REMAIN IN EFFECT UNTIL MAY 7, 2021**, UNLESS OTHERWISE EXTENDED OR RESCINDED BY VALDEZ CITY COUNCIL AFTER CONSIDERING RECOMMENDATIONS FROM THE VALDEZ COVID-19 UNIFIED COMMAND.

1. All people in Valdez over the age of five shall wear a protective mask or cloth facial covering (such as a homemade mask, bandana, scarf, or handkerchief) that covers their mouth and nose when they are in indoor public settings or indoor communal spaces.-outside the home where social distancing of six feet cannot be maintained. This mandate is subject to the conditions and exceptions stated below.

2. The settings included in this mandate include, but are not limited to, the indoor public and indoor communal spaces within the following:

(A) Whenever in an indoor public place including grocery stores, pharmacies, and all other retail stores.

(B) Restaurants, bars and breweries, including food preparation, carry-out, and delivery food operations. Masks or cloth face coverings must be worn by customers except while actively eating and drinking.

(C) Whenever using public transportation, a taxi, or a ride sharing service. This mandate does not apply to people who are riding in a personal vehicle or that are with their own household shelter group and isolated from others in the public.

(D) Communal areas of offices where people from multiple households are present.

3. Employers are responsible to make sure employees who are present in the workplace have access to and wear masks or cloth face coverings when indoors and in direct contact with customers, members of the public, or other employees. Masks are not required when the only direct contact is between members of the same household or when employees are not near others (within 6 feet).

4. This order does not apply to the following categories of people or activities:

(A) Any child under the age of 5 years. Additionally, students over the age of 5 years enrolled in a Valdez School District school or a licensed childcare program may be exempted from this order during school activities as determined by Valdez School Board policy or DHSS childcare licensing requirements.

(B) Any individual for whom wearing a mask or cloth face covering would be contrary to his or her health or safety because of a medical condition or mental health condition and any individual unable to tolerate a mask due to physical or mental disability.

(C) Individuals performing an activity that cannot be conducted or safely conducted while wearing a mask (example: driver experiencing foggy glasses, dental patients, equipment operator).

5. If a person declines to wear a mask or face covering because of a medical condition or disability, this order does not require them to produce medical documentation verifying the stated condition or disability.

6. The City reserves the right to use all available enforcement options to assure compliance with this mandate. However, employers will not be subject to fines based on non-compliance by customers so long as there is a clearly posted sign at each public entrance informing customers that they are required to wear face coverings. Brief removal of a face covering, such as necessary to eat, drink, or scratch an itch does not constitute a violation of this mandate. Additionally, a violation of this mandate does not create grounds for residents to harass individuals who do not comply with it.

DATED, this 16th day of March, 2021.

CITY OF VALDEZ, ALASKA Sharon Scheidt, Mayor



Legislation Text

File #: 21-0111, Version: 1

ITEM TITLE:

Approval of Contract with Build Alaska General Contracting, LLC for the Valdez Civic Center Emergency Lighting Upgrades Project in the Amount of \$118,210.00.

SUBMITTED BY: Melissa Ross, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$118,210.00 Unencumbered Balance: 150,000.00 (See 2021 Projects Budget Resolution) Funding Source: 350-0310-55000.1803

RECOMMENDATION:

Approve the contract with Build Alaska General Contracting, LLC for Valdez Civic Center Emergency Lighting Upgrades Project in the Amount of \$118,210.00

SUMMARY STATEMENT:

The intent of this project is to remove and install new theatre step lighting, emergency lighting fixtures and carpet within the Civic Center Theatre as part of the approved long range plan.

Construction Schedule: July 01, 2021 to July 31, 2021

Liquidated Damages: \$1000/day

Bidding: Length of bid period 28 days. 4 bids were received.

Design Review Stakeholders: Melissa Ross, Jennifer James, Brad Sontag, Scott Benda

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Page 1 of 1

Э	ummary of Proposals Re	ceivea			Project:	Valdez	Civic Center T	heatre L	ighting Upgrad	es	
	Bid Opening				Contract No.	1740					
Date:	March 9, 2021 at 2:00 PM	Project No. 20-3501803									
Place:	Capital Facilities Conference Room				Alaska General htracting, LLC	Megaw	watt Electric, LLC	Wolve	erine Supply, Inc.	Curt	is Electric, LLC
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and demobilization	1	LS	N/A	\$14,870.00	N/A	\$6,000.00	N/A	\$10,000.00	N/A	\$5,000.00
2	Remove and install new theatre step lighting, emmergency lighting fixtures and carpet. Demolition in control room of step light switch, conduit and conductors back to source panel x. Installation of new drivers and all necessary appurtences in theatre and control room as per plan.	1	LS	N/A	\$96,580.00	N/A	\$114,332.00	N/A	\$112,000.00	N/A	\$138,500.00
3	Field engineering, submittals, shop & records drawings, operating instructions, O&M manuals, and close-out punchlist.	1	LS	N/A	\$6,760.00	N/A	\$4,000.00	N/A	\$5,000.00	N/A	\$500.00
	1 Addendum Acknowledged				\checkmark		\checkmark		1		✓
	Bid Bond				✓		~	✓		✓	
	Alaska Business License				 Image: A set of the set of the	1		1		1	
	Alaska Contractor License				×	✓		1		✓	
			118,210.00	\$124,332.00		\$127,000.00		\$144,000.00			
	Local bidder preference 10%										\$11,821.00
	Total Adjusted Bid									\$	132,179.00
	The bid totals are subject to correction Totals have been reviewed Totals have been corrected	after the bids have been completely reviewed. I hereby certify that the above is a true and correct summary N/A				roposals receiv oject Manager					

CITY OF VALDEZ ALASKA

CONTRACT DOCUMENTS

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 Contract Number: 1740 Cost Code: 350-0310-55000.1803 Issued for Construction Date: February 10, 2021



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

> Project Manager: Melissa Ross

Construction Plan Set Completed By: RSA Engineering, Inc. 670 W. Fireweed Lane #200 Anchorage, Alaska 99503



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Addendum 1	Attached
Drawings Titled "Valdez Civic Center Lighting Upgrades"	Attached

Date: February 10, 2021

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

This project includes, but is not necessarily limited to:

Remove and install new theatre step lighting, emergency lighting fixtures and carpet. Demolition in control room of step light switch, conduit and conductors back to source panel x. Installation of new drivers and all necessary appurtenances in theatre and control room.

Engineers Estimate for construction under \$ 150,000.00.

Sealed bids will be accepted until 2:00pm local time on March 09, 2021 at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the Valdez Civic Center, 314 Clifton Dr. Valdez, Alaska on February 23, 2021 at 2:00 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez solicitation page at <u>www.bidexpress.com</u> Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

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

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 encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <u>http://www.valdezak.gov</u> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



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. <u>Please read Sections 6 and 7 carefully.</u>

- 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

<u>All bids must be submitted electronically through Bid Express at www.bidexpress.com.</u> Hard copy or paper submissions will not be accepted.

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the <u>FAQs</u> page regarding electronic bid bonds (bottom of the page in the link).

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

6. **Preparation of Bids**

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

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

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.



7. Required Documents for Bid

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

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

8. Required Documents for Award of the Contract

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

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- G. Certificate of good standing for a Corporation or LLC
- H. City of Valdez Business Registration
- I. Executed W-9 Form
- J. Application for City of Valdez building permit

9. Bonding Requirements

A. Bid Security (Bid Bond or Certified Check)

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

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

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

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



B. Contract Payment Bond

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

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

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

C. Contract Performance Bond

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

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

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

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

10. Bidder Qualifications

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

11. Withdrawal of Bids

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



12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

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

15. Local Bidder Preference

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

Section 2.80.020 Definitions

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

1. If the bidder is a corporation or limited liability company, the bidder's primary business address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;

2. If the bidder is an individual, the bidder's primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license;

3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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



16. Award of Bid

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

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held February 23, 2021 at 2:00 pm at the Valdez Civic Center, 314 Clifton Dr., 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.



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.



Signature

Addendum Acknowledgment

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If an addendum is issued after you have submitted your bid, you will need to come back to this form and update your Addendum Acknowledgment to reflect the new addendum.

Addendum Acknowledgement Addendum 1 issued 03/02/2021

Initials * TEV

Company Name * Build Alaska General Contracting, LLc

Authorizing Name * Todd VanLiere

Date * 03/08/2021

Title * Managing Member

Signature * Todd VanLiere

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<u>Item</u> <u>No.</u>	Item Description	Quantity	<u>Unit</u>	Total Iter Price
1	Mobilization and demobilization	1	LS	All I
2	Remove and install new theatre step lighting, emergency lighting fixtures and carpet. Demolition in control room of step light switch, conduit and conductors back to source panel x. Installation of new drivers and all necessary appurtenances in theatre and control room as per plan.	ectic		
3	Field engineering, sub-mittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	

60

Item No.	Item Description	Quantity	Unit	Unit Price H	Extension
1	Mobilization and demobilization	1.0000	LS	\$14,870.00	\$14,870.00
2	Remove and install new theatre step lighting, emergency lighting fixtures and carpet. Demolition in control room of step light switch, conduit and conductors back to source panel x. Installation of new drivers and all necessary appurtenances in theatre and control room as per plan.	1.0000	LS	\$96,580.00	\$96,580.00
3	Field Engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1.0000	LS	\$6,760.00	\$6,760.00
3 Items				Total: \$118,210.0	00



Total Base Bid Amount:

0ne	hundred	eighteen thousand	twohundred	ten Dollars	O O/ZERO Cents
(\$	118	210,00)			/
<u></u>	1				

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

Respectfully submitted this _____ day of MARCH, 2021

BIDDER:

(

 BUILD ALASKA GENERAL
 TODD VANLIERE

 Company Name
 CONTRACTING LLC, Authorizing Name

 Do Box 2216
 MANAGING MEMBER

 Address
 Title

HOMEL AK 99603____ City, State, Zip Code

(<u>907</u>) <u>399- 7484</u> Telephone Number

<u>55-08894.37</u> Federal I.D. or S.S.N.

TOPA & building alaska, net Email Address

CORPORATE SEAL

ATTEST: <u>May of Core</u> Signature of Corporate Sec.

MARY VANLIERE Print Name



KNOW ALL MEN BY THERE PRESENTS, that we Build Alaska General Contracting LLC PO Box 2216 Homer, AK 99603

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

Western National Mutual Insurance Company

as Principal, hereinafter called the Principal, and

PO Box 1463 Minneapolis, MN 55440 (Insert full name and address or legal title of Surety)

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

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

as Obligee, hereinafter called the Obligee, in the sum of Five percent of attached bid

Dollars (\$ 5% of attached bid),

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

Whereas, the Principal has submitted a bid for

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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

2021

Signed and sealed this 8th day or March

(Principal (Seal) Todd Vanliere, Member (Title) (Surety) Christopher S Poblegio, attorney in fact (Title)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Angie M Pobieglo, Christopher S Pobieglo, Eric VanHorne, Geoffrey S Willis

Business Insurance Associates (#009691)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of	Seven Million Five Hundred Thousand and 00/100 (\$7,500,000)	for any
single obligation, regardless of the number of instruments issued for	the obligation.	

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this <u>16th</u> day of <u>December</u>, 2015.

Jon R. Hebeisen, Secretary

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this <u>16th</u> day of <u>December</u>, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



emifer a. young

Larry A. Byers, Sr. Vice President

Jennifer A. Young, Notary Public My commission expires January 31,2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer Q. young

Signed and sealed at the City of Edina, MN this <u>8th</u>day of <u>March</u>, <u>2021</u>

Jennifer A. Young, Assistant Secretary

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: BUILD ALASKA GENERAL CONTRACTING, LLC

License Type: General Contractor Without Residential Contractor Endorsement

Status: Active

Doing Business As: BUILD ALASKA GENERAL CONTRACTING, LLC

Commissioner: Julie Anderson

Relationships

No relationships found.

Designations

No designations found.

BUILD ALASKA GENERAL CONTRACTING	
Po Box 2216	
Homer, AK 99603-2216	

Wallet Card					
State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors					
BUILD ALA	BUILD ALASKA GENERAL CONTRACTING, LLC				
DBA: BUILD /	DBA: BUILD ALASKA GENERAL CONTRACTING, LLC				
	As				
General Contractor Without Residential Contractor Endorsement					
License CONE39660	Effective 12/21/2020	Expires 12/31/2022			



This agreement is made on the _____ day of _____, 2021, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Build Alaska General Contracting, LLC doing business as a partnership, located in Homer, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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: **one hundred eighteen thousand, two hundred ten dollars and zero cents** (\$118,210.00).

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by July 31, 2021. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of One-Thousand dollars (\$1000) 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.



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.

Build Alaska General Contracting, LLC	City of Valdez, Alaska, Authorized
Signature	Sharon Scheidt, Mayor
Name	Date
Title	Attested:
	Sheri L. Pierce, MMC, City Clerk
Date	Date
Mailing Address	Recommended:
City, State, Zip Code	Mark Detter, City Manager
Federal I.D. or S.S.N.	Date
	Nathan Duval, Capital Facilities Director
Corporate Secretary	Date
	Approved as to Form: Brena, Bell & Walker, P.C.
Attest:	
Corporate Secretary	Jon S. Wakeland



(Name of LLC)

Notary Public

My Commission Expires: _____



(to be executed prior to award)

UNITED STATES OF AMERICA)	
STATE OF ALASKA)SS.)	
I,	_, of	, being duly

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

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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

Signature

Subscribed and sworn to this _____ day of _____, 2021.

Notary Public

My Commission Expires:



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 _____, 2021, entered into a contract with Owner for

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

in accordance with Drawings and Specifications prepared by

RSA Engineering, Inc. 670 W. Fireweed Lane #200 Anchorage, Alaska 99503

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



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, 20	21
(Witness)	(Principal)	(Seal)
	(Title)	
(Witness)	(Surety)	(Seal)


Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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 ______, 2021, entered into a contract with Owner for

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

in accordance with Drawings and Specifications prepared by

RSA Engineering, Inc. 670 W. Fireweed Lane #200 Anchorage, Alaska 99503

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



Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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 _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)



Contractor Certificate of Substantial Completion

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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,____, 2021.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

Capital Facilities Director

(Title)

Date

Date

REMARKS:



City of Valdez Contract Release Page 1 of 2

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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 <u>Witt v. Watkins</u>, 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 <u>\$</u> as full and final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.



City of Valdez Contract Release Page 2 of 2

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of , 20 .

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA

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

))ss.

)

_______, known to me to b 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 _____, 2021.

Notary Public in and for Alaska My Commission expires:

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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SP 12	Construction Specifications	



Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez "Standard Specifications and Standard Details."

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Remove and install new theatre step lighting, emergency lighting fixtures and carpet. Demolition in control room of step light switch, conduit and conductors back to source panel x. Installation of new drivers and all necessary appurtenances in theatre and control room.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by July 31, 2021.

Liquidated damages will be assessed in the sum of <u>One-thousand</u> dollars (\$1000) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.

SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements



for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

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 provided on site at a location determined in the field after the contract is awarded.

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

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

SP 05 Hazardous Waste Generation

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

SP 06 Coordination and Schedule

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

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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



SP 08 Permits

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

SP 09 Order of Award of Alternative Bids

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

SP 10 Payment

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

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

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

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

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

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



SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "Valdez Civic Center Lighting Upgrades". These drawings are by reference included herein.



Modifications and Additions to the Standard Specifications

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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City of Valdez Modifications and Additions to the Standard Specifications

Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

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

Article 7.7 Final Payments

Add the following:

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



Project: Valdez Civic Center Theatre Lighting Upgrades Project Number: 20-350-1803 / Contract Number: 1740

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

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

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

(1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;

(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;

(4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between

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

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

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

CONSTRUCTION DOCUMENTS

VALDEZ CIVIC CENTER THEATRE LIGHTING UPGRADES

FOR THE

CITY OF VALDEZ

PREPARED BY.



Engineering, Inc. MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS

670 W. Fireweed Lane Anchorage, AK 99503 Phone (907) 276-0521 Fax (907) 276-1751



ELECTRICAL

- E0.1 ELECTRICAL LEGEND, FIXTURE SCHEDULE, SPECIFICATIONS, AND DETAILS
- E1.1 ELECTRICAL DEMOLITION PLANS
- E2.1 ELECTRICAL REMODEL PLANS

INTERIOR DESIGN

ID-1 THEATRE FLOOR FINISH PLAN

ID-2 REFERENCE PHOTOS

SCOPE OF WORK

THIS PROJECT CONSISTS OF REPLACING THE STAIRWAY EGRESS LIGHTING, EMERGENCY EGRESS LIGHTING, AND THE CARPETING WITHIN THE CIVIC CENTER THEATRE.



LEGEND AND ACRONYMS					
	STEP LIGHTING		NOTE TAG (No. INDICATES NOTE)		
	EMERGENCY LIGHT	С	CONDUIT		
A	FIXTURE TAG (LETTER INDICATES TYPE)	E	DENOTES EXISTING ITEM		
\$	0-10V DIMMING SWITCH	EM	DENOTES EMERGENCY POWER		
\$	SINGLE POLE SWITCH	К	KELVIN		
	CONDUIT, CONCEALED	LED	LIGHT EMITTING DIODE		
A-2	HOMERUN TO PANEL (PANEL AND CIRCUIT No.)	LM	LUMENS		
—— SR ——	SURFACE RACEWAY	NEC	NATIONAL ELECTRICAL CODE		
	PANEL	NTS	NOT TO SCALE		
(<u>H</u>)	DEMOLITION ITEM (DASHED LINES INDICATE ITEMS TO BE DEMOLISHED, TYPICAL)	TYP	TYPICAL		

LIGHT FIXTURE SCHEDULE								
TYPE	LOCATION	MANUFACTURER AND CATALOG		MOUNTING				TOTAL INPUT
	LUCATION	NUMBER (OR APPROVED EQUAL)	LUMINAIRE DESCRIPTION	TYPE	HEIGHT	LAMPS	BALLAST/DRIVER	WATTS
A	THEATRE STAIRS	CALIFORNIA ACCENT LIGHTING #STL6175-6"-10V-1%-3.0K- 3.0K-SLC-5'7.5"	5' 7.5"L STAIR NOSING STEP LIGHT WITH UPWARD AND FORWARD FACING LIGHT, LIGHT STRIPS SPACED 6" APART, SMOKE LENS, AND MATTE BLACK VINYL. ORDER WITH LEFT AND RIGHT END CAPS, RACEWAY BASE AND COVERS (TREAD & RISER), POWER CONNECTORS, AND ADHESIVE TUBES FOR FIXTURE. PROVIDE 320VA 120VAC TO 24VDC 0-10V DIMMING DRIVERS AS SHOWN ON DRAWINGS.	SURFACE	STAIR NOSING	3000K LED	24VDC 0-10V DIMMING TO 1%	12W
A1	THEATRE STAIRS	CALIFORNIA ACCENT LIGHTING #STL6175-6"-10V-1%-3.0K- 3.0K-SLC-3'3"	SAME AS FIXTURE TYPE 'A' EXCEPT WITH 3'3"L STEP LIGHTS AND PROVIDED WITH ADDITIONAL STEP EXTRUSION TO WALL ACCESSORY.	SURFACE	STAIR NOSING	3000K LED	24VDC 0-10V DIMMING TO 1%	7W
XE	THEATRE	LITHONIA #ELM4L-B	EMERGENCY FIXTURE WITH DUAL-HEAD ADJUSTABLE OPTICS, BLACK HOUSING, AND NICAD BATTERY.	WALL MOUNTED	MATCH EXISTING	640LM	120V DRIVER	7₩

SHEET NOTES:

1. EXACT LENGTH OF STEP LIGHT AND ALL STEP LIGHT ACCESSORIES TO BE VERIFIED BY CONTRACTOR PRIOR TO ORDERING.



CONDUIT FEED TO STEP LIGHTING, ROUTE CONCEALED BEHIND THEATRE SEATING.

JUNCTION BOX FOR CONNECTING FIXTURE LEADS. INSTALL IN ACCESSIBLE LOCATION BEHIND THEATRE SEATING.

CORD GRIP AT CONDUIT TERMINATION

VINYL STEP EXTRUSION, TYP

SMOKE LENS, TYP. ALIGN ALONG THE ENTIRE STAIR LENGTH.

RIGHT END CAP, TYP (LEFT END CAP OPPOSITE SIDE)

RACEWAY RISER COVER AND BASE, TYP.

RACEWAY TREAD COVER AND BASE, TYP.

ELECTRICAL SPECIFICATIONS

26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

- A. SCOPE OF WORK: FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT FOR AN EXTENSION TO THE EXISTING ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS AND IN THESE SPECIFICATIONS.
- B. STANDARDS, CODES AND REGULATIONS: COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, INTERNATIONAL BUILDING CODE, AND INTERNATIONAL FIRE CODE INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES. COMPLY WITH THE LATEST PUBLISHED VERSION OF THE NECA STANDARD OF INSTALLATION.
- C. DRAWINGS: THE DRAWINGS ARE DIAGRAMMATIC, NOT NECESSARILY SHOWING ALL OFFSETS OR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. UNLESS SPECIFICALLY DIMENSIONED. BRING QUESTIONABLE OR OBSCURE ITEMS, APPARENT CONFLICTS BETWEEN PLANS AND SPECIFICATIONS, GOVERNING CODES OR UTILITIES REGULATIONS TO THE ATTENTION OF THE OWNER. CODES, ORDINANCES, REGULATIONS, MANUFACTURER'S INSTRUCTIONS OR STANDARDS TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT OR CONFLICT WITH THE DRAWINGS AND SPECIFICATIONS.
- D. RECORD DRAWINGS: MARK UP A CLEAN SET OF DRAWINGS AS THE WORK PROGRESSES TO SHOW THE DIMENSIONED LOCATION AND ROUTING OF ALL ELECTRICAL WORK WHICH WILL BECOME PERMANENTLY CONCEALED. SHOW COMPLETE ROUTING AND SIZING OF ANY SIGNIFICANT REVISIONS TO THE SYSTEMS SHOWN.
- E. WORKMANSHIP: INSTALLATION OF ALL WORK SHALL BE MADE SO THAT ITS SEVERAL COMPONENT PARTS SHALL FUNCTION AS A WORKABLE SYSTEM COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS AND/OR INSTALLATION DRAWINGS AND IN ACCORDANCE WITH NECA STANDARDS. MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM WITH APPLICABLE INDUSTRY STANDARDS, NEMA STANDARDS AND UNDERWRITERS LABORATORIES STANDARDS WHERE APPLICABLE.
- F. SUBMITTALS: PROVIDE MATERIAL AND EQUIPMENT SUBMITTALS CONTAINING A COMPLETE LISTING OF MATERIAL AND EQUIPMENT SHOWN ON THE DRAWINGS. INCLUDE CATALOG NUMBERS, WIRING DIAGRAMS, ROUGH-IN DIMENSIONS AND PERFORMANCE DATA FOR ALL MATERIAL AND EQUIPMENT. SUBMITTALS SHALL BE IN ELECTRONIC .PDF FORMAT, SEPARATE FROM WORK FURNISHED UNDER OTHER DIVISIONS. INDEX AND CLEARLY IDENTIFY ALL MATERIAL AND EQUIPMENT BY ITEM, NAME OR DESIGNATION USED ON THE DRAWINGS. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE SUBMITTALS ARE NOT CHECKED FOR QUANTITY, DIMENSION, OR FOR PROPER OPERATION. WHERE DEVIATIONS OF A SUBSTITUTE PRODUCT OR SYSTEM PERFORMANCE HAVE NOT BEEN SPECIFICALLY NOTED IN THE SUBMITTAL BY THE CONTRACTOR, PROVISIONS OF A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- G. OPERATION AND MAINTENANCE MANUALS: PROVIDE OPERATION AND MAINTENANCE MANUALS FOR TRAINING OF THE OWNER'S PERSONNEL. DESCRIBE THE PROCEDURES NECESSARY TO OPERATE THE SYSTEM INCLUDING START-UP, OPERATION, EMERGENCY OPERATION AND SHUTDOWN. PROVIDE INSTRUCTIONS AND A SCHEDULE OF PREVENTIVE MAINTENANCE IN TABULAR FORM FOR ALL ROUTINE CLEANING, INSPECTION AND LUBRICATION WITH RECOMMENDED LUBRICANTS. PROVIDE INSTRUCTIONS FOR MINOR REPAIR OR ADJUSTMENTS REQUIRED FOR PREVENTIVE MAINTENANCE ROUTINES. PROVIDE MANUFACTURER'S DESCRIPTIVE LITERATURE INCLUDING APPROVED SHOP DRAWINGS COVERING DEVICES USED IN ANY CONTRACTOR-PROVIDED EQUIPMENT OR SYSTEMS WITH ILLUSTRATION, EXPLODED VIEWS,
- H. 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 BENEFICIAL OCCUPANCY. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE GUARANTEE PERIOD. I. PERMITS: SECURE AND PAY FOR ALL FEES, PERMITS, ETC. REQUIRED BY LOCAL AND STATE
- AGENCIES. J. REFERENCE SYMBOLS: THE ELECTRICAL "LEGEND" ON THE DRAWINGS IS A STANDARDIZED VERSION, AND ALL SYMBOLS SHOWN MAY NOT BE USED. USE THE "LEGEND" AS A REFERENCE FOR THE SYMBOLS USED ON THE DRAWINGS.

26 05 05 - SELECTIVE DEMOLITION FOR ELECTRICAL

- A. DEMOLITION DRAWINGS ARE BASED ON A NON-DESTRUCTIVE FIELD OBSERVATION. REPORT DISCREPANCIES TO OWNER BEFORE DISTURBING THE EXISTING INSTALLATION. DISCONNECT ELECTRICAL SYSTEMS IN WALLS, FLOORS, AND CEILINGS SCHEDULED FOR REMOVAL. PROVIDE TEMPORARY WIRING AND CONNECTIONS TO MAINTAIN ALL EXISTING ELECTRICAL SYSTEMS (TELEPHONE, FIRE ALARM, LIGHTING, ELECTRICAL SERVICE, ETC.) IN SERVICE DURING CONSTRUCTION. DISABLE SYSTEMS ONLY TO MAKE SWITCHOVERS AND CONNECTIONS.
- B. OBTAIN PERMISSION FROM OWNER AT LEAST 24 HOURS BEFORE PARTIALLY OR COMPLETELY DISABLING SYSTEM. MINIMIZE OUTAGE DURATION AND MAKE TEMPORARY CONNECTIONS TO MAINTAIN SERVICE IN AREAS ADJACENT TO WORK AREA. WHEN WORK MUST BE PERFORMED ON ENERGIZED EQUIPMENT OR CIRCUITS. USE PERSONNEL EXPERIENCED IN SUCH OPERATIONS.
- C. REMOVE, RELOCATE AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE NEW CONSTRUCTION. REMOVE ABANDONED WIRING TO SOURCE OF SUPPLY. REMOVE EXPOSED ABANDONED CONDUIT. INCLUDING ABANDONED CONDUIT ABOVE ACCESSIBLE CEILING FINISHES. WHERE ABANDONED CONDUIT ENTERS EXISTING SURFACES TO REMAIN, CUT CONDUIT FLUSH WITH WALLS AND FLOORS, AND PATCH SURFACES. DISCONNECT ABANDONED OUTLETS AND REMOVE DEVICES. REMOVE ABANDONED OUTLETS IF CONDUIT SERVICING THEM IS ABANDONED AND REMOVED. PROVIDE BLANK COVER FOR ABANDONED OUTLETS WHICH ARE NOT REMOVED.
- D. DISCONNECT AND REMOVE ABANDONED PANELBOARDS AND DISTRIBUTION EQUIPMENT. DISCONNECT AND REMOVE ELECTRICAL DEVICES AND EQUIPMENT SERVING UTILIZATION EQUIPMENT THAT HAS BEEN REMOVED. DISCONNECT AND REMOVE ABANDONED LUMINAIRES. REMOVE BRACKETS, STEMS, HANGERS AND OTHER ACCESSORIES. REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK. MAINTAIN ACCESS TO EXISTING ELECTRICAL INSTALLATIONS WHICH REMAIN ACTIVE.

<u>26 05 19 – WIRE AND CABLE</u> A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

- **B. MATERIALS:** 1. ALL CONDUCTORS SHALL BE COPPER WITH TYPE XHHW, THWN, THW OR THHN INSULATION. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE #12 AWG. MINIMUM CONTROL CIRCUIT CONDUCTOR SIZE SHALL BE #18 AWG. CONTROL CIRCUITS SHALL BE COPPER, STRANDED
- CONDUCTOR, 600V INSULATION, THHN/THWN, MINIMUM SIZE #18 AWG. 2.0-10V DIMMING/POWER MC CABLE (TYPE MC-PCS), SIZE #12 THROUGH #10 AWG WITH 16-2 CONTROL CABLES: SOLID COPPER CONDUCTOR, 600 VOLT THERMOPLASTIC INSULATION, RATED 90" C DRY, 75° WET, INSULATED GREEN GROUNDING CONDUCTOR, AND GALVANIZED STEEL OR ALUMINUM ARMOR OVER MYLAR.
- C. INSTALLATION: 1. COLOR CODE WIRES BY LINE OR PHASE. COLOR CODE THE 120/208V CONDUCTORS BLACK, RED, BLUE, AND WHITE. FOR 277/480 VOLT SYSTEMS, USE BROWN, ORANGE, YELLOW, AND WHITE WITH AN IDENTIFIABLE COLORED STRIPE.
- 2. DO NOT SHARE NEUTRAL CONDUCTORS. PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR EACH BRANCH CIRCUIT THAT REQUIRES A NEUTRAL.
- 3. USE PROPERLY SIZED INSULATED SPRING WIRE CONNECTORS WITH PLASTIC CAPS FOR ALL CONDUCTORS #8 AWG AND SMALLER. TERMINATE #6 AWG AND LARGER CONDUCTORS WITH CRIMP OR COMPRESSION TYPE CONNECTORS INSTALLED WITH TOOL RECOMMENDED BY CONNECTION MANUFACTURER AND INSULATE WITH PROPERLY SIZED 600 VOLT RATED HEAT SHRINK TUBING.

<u>26 05 26 - GROUNDING AND BONDING</u>

- **B. INSTALLATION:**

B. MATERIALS:

- CONDUIT.

- C. INSTALLATION:

- INSTRUCTIONS

26 27 26 - WIRING DEVICES

- **B. MATERIALS:**
- C. INSTALLATION:

A. SUBMITTALS: SUBMIT PRODUCT DATA FOR APPROVAL. **B. MATERIALS:**

- C. INSTALLATION:

<u>26 50 00 – LIGHTING FIXTURES</u>

A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

1. PROVIDE A SEPARATE, INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL NEW BRANCH CIRCUITS. TERMINATE EACH END ON A GROUNDING LUG. BUS. OR BUSHING. 2. MECHANICAL CONNECTORS: NON-REVERSIBLE CRIMP TYPE LUGS ONLY. USE FACTORY MADE COMPRESSION

LUG FOR ALL TERMINATIONS. CRIMP TYPE ONE HOLE FOR CONDUCTORS SMALLER THAN 6 AWG. 3. BOND TOGETHER METAL RACEWAY SYSTEMS AND GROUNDING CONDUCTOR IN RACEWAYS AND CABLES.

26 05 <u>33 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS</u> A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

1. RIGID STEEL CONDUIT: ANSI C80.1. FITTINGS AND CONDUIT BODIES: ANSI/NEMA FB 1; THREADED TYPE WITH INSULATED THROAT BUSHINGS, MATERIAL TO MATCH CONDUIT. 2. INTERMEDIATE METAL CONDUIT (IMC): GALVANIZED STEEL. FITTINGS AND CONDUIT BODIES: ANSI/NEMA FB 1; USE FITTINGS AND CONDUIT BODIES SPECIFIED ABOVE FOR RIGID STEEL

3. ELECTRICAL METALLIC TUBING CONDUIT (EMT): ANSI C80.3. GALVANIZED TUBING. FITTINGS AND CONDUIT BODIES: ANSI/NEMA FB 1; STEEL OR MALLEABLE IRON, COMPRESSION TYPE OR SET SCREW FITTINGS WITH INSULATED THROAT BUSHINGS. DIE-CAST FITTINGS ARE NOT ACCEPTABLE. 4. FLEXIBLE METAL CONDUIT: FS WW-C-566; STEEL, FULL WALL OR REDUCED WALL THICKNESS. FITTINGS AND CONDUIT BODIES: ANSI/NEMA FB 1; STEEL OR MALLEABLE IRON WITH INSULATED THROAT BUSHINGS. DIE CAST FITTINGS ARE NOT ACCEPTABLE. 5. PROVIDE GALVANIZED OR CADMIUM PLATED, ONE PIECE PRESSED STEEL OUTLET BOXES 4 INCH SQUARE OR OCTAGONAL, 1-1/2 INCHES DEEP MINIMUM SIZE FOR USE IN INTERIOR AREAS.

1. INSTALL CONDUIT FOR ALL SYSTEMS UNLESS OTHERWISE NOTED, 1/2 INCH MINIMUM SIZE. 2. EXPOSED DRY INTERIOR LOCATIONS SHALL BE RIGID STEEL CONDUIT OR INTERMEDIATE METAL CONDUIT. ELECTRICAL METALLIC TUBING MAY BE USED EXPOSED WHEN INSTALLED ON THE CEILING, A MINIMUM OF TEN FEET ABOVE THE FLOOR OR WHERE NOT SUBJECT TO PHYSICAL DAMAGE. EMT MAY ALSO BE USED FOR CONCEALED, DRY, INTERIOR LOCATIONS. 3. PAINT ALL EXPOSED CONDUIT TO MATCH SURFACE TO WHICH IT IS ATTACHED OR CROSSES. CLEAN

GREASY OR DIRTY CONDUIT PRIOR TO PAINTING IN ACCORDANCE WITH PAINT MANUFACTURER'S

4. SUPPORT BOXES INDEPENDENTLY OF CONDUIT.

A. SUBMITTALS: SUBMIT PRODUCT DATA FOR APPROVAL.

1. WALL DIMMERS FOR 0-10V LED CIRCUITS: UL 1472; ANSI/NEMA WD6; DECORA-STYLE, COMMERCIAL GRADE PRESET WALL DIMMER SWITCH, 0-10V CONTROL FOR LED DRIVERS WITH NO POWER PACK REQUIRED TO SWITCH LINE VOLTAGE LOAD (8 A, 120-277 V); ADJUSTABLE HIGH-END AND LOW-END TRIM. COLOR: WHITE. HANDLE: PADDLE SWITCH FOR ON/OFF OPERATION WITH SMALL, DISCRETE, CAPTIVE LINEAR SLIDE FOR DIMMER ADJUSTMENT. PROVIDE SINGLE POLE UNLESS OTHERWISE INDICATED ON PLANS. DIMMER SHALL BE FULLY COMPATIBLE WITH ALL LOADS CONNECTED FOR SMOOTH, FLICKER-FREE DIMMING OPERATION. 2. WALL PLATES: DECORATIVE COVER PLATES IN FINISHED AREAS SHALL BE 430 OR 302 STAINLESS STEEL. PROVIDE 1/2 INCH RAISED, SQUARE, GALVANIZED OR CADMIUM PLATED, PRESSED STEEL COVER PLATE

SUPPORTING DEVICES INDEPENDENT OF THE OUTLET BOX FOR ALL EXPOSED WORK.

1. INSTALL WALL SWITCHES AND DIMMERS 48 INCHES ABOVE FLOOR, OFF POSITION DOWN. 2. INSTALL GALVANIZED STEEL PLATES ON OUTLET BOXES AND JUNCTION BOXES IN UNFINISHED AREAS, ABOVE ACCESSIBLE CEILINGS, AND ON SURFACE-MOUNTED OUTLETS.

1. LUMINAIRES: PROVIDE AND INSTALL ALL LIGHTING EQUIPMENT OR APPROVED EQUAL AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE "FIXTURE SCHEDULE". PROVIDE LIGHTING EQUIPMENT COMPLETE, WIRED, ASSEMBLED, WITH PROPER FLANGES, MOUNTING SUPPORTS, HARDWARE, ETC. 2. LED DRIVERS: PROVIDE UL LISTED POWER SUPPLY AS RECOMMENDED BY THE LED FIXTURE MANUFACTURER FOR OPERATION OF THE SPECIFIED LED LAMPS. POWER SUPPLY SHALL BE INTEGRAL TO THE LUMINAIRE UNLESS OTHERWISE NOTED ON THE PLANS. POWER SUPPLY SHALL OPERATE AT THE SUPPLY VOLTAGE INDICATED ON THE PLANS AND SHALL BE LISTED FOR STARTING AND OPERATING THE LAMPS AT 75F AVERAGE INDOOR TEMPERATURE.

3. LED DIMMING DRIVERS: PROVIDE UL LISTED 0-10V DIMMING BALLAST AS RECOMMENDED BY THE LED FIXTURE MANUFACTURER FOR OPERATION OF THE SPECIFIED LED LAMPS, FULLY COMPATIBLE WITH THE DIMMING SYSTEM OR DIMMING SWITCH CONTROLLING THE FIXTURE. DRIVER SHALL BE INTEGRAL TO THE FIXTURE AND CAPABLE OF DIMMING THE LUMINAIRE TO 20% OUTPUT MINIMUM UNLESS OTHERWISE SCHEDULED ON THE PLANS. POWER SUPPLY SHALL BE DUAL VOLTAGE (120/277V) WHERE AVAILABLE AND OPERATE AT THE SUPPLY VOLTAGE INDICATED ON THE PLANS. 4. LED LAMPS: UNLESS OTHERWISE SCHEDULED ON THE PLANS, PROVIDE NOMINAL 3000K, WITH MINIMUM 75CRI AND A MINIMUM L70 LAMP LIFE OF 50,000 HOURS.

1. PROVIDE LUMINAIRE DISCONNECTING MEANS IN BALLAST/DRIVER CHANNEL OF EACH LIGHT FIXTURE. WHERE THE LUMINAIRE IS FED FROM A MULTI-WIRE BRANCH CIRCUIT, PROVIDE MULTI-POLE DISCONNECT TO SIMULTANEOUSLY BREAK ALL SUPPLY CONDUCTORS TO THE BALLAST, INCLUDING THE GROUNDED CONDUCTOR.

2. CONTRACTOR SHALL INSTALL LIGHTING FIXTURES IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.







REVISIONS:

DRAWN BY: KB CHECKED BY: DB, TEH DATE: 11/9/2020 JOB NUMBER: MOO89 DWG FILE: M0089-Eserie

DRAWING TITLE: ELECTRICAL LEGEND, FIXTURE SCHEDULE. SPECIFICATIONS, AND DETAILS

SHEET: E0.



A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.

THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL SALVAGEABLE MATERIALS. THE CONTRACTOR SHALL DELIVER SALVAGED MATERIALS TO A WAREHOUSE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL DISPOSE OF, OFF SITE, ALL UNWANTED MATERIALS.

C. DASHED OR DOTTED LINES INDICATE ITEMS TO BE REMOVED. SOLID LINES INDICATE EXISTING ITEMS

D. LOCATION OF PANEL 'X' WITHIN CONTROL ROOM 301 IS APPROXIMATE ONLY. FIELD VERIFY EXACT

1. DEMOLISH STEP LIGHT, RACEWAY, AND CONDUCTORS BACK TO SOURCE PANEL X IN CONTROL ROOM

- 2. DEMOLISH EMERGENCY FIXTURE. SALVAGE CONDUIT AND WIRING FOR REUSE.
- 4. DEMOLISH STEP LIGHT DIMMING SWITCH, CONDUIT AND CONDUCTORS BACK TO SOURCE PANEL X.

CONTROL 301 4 PANEL 'X'	
ROOM DEMOLITION P	
AREA OF WORK IN DETAIL 2	

RSA	Engineering, Inc. MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS 670 West Fireweed Lane, Suite 200 Anchorage, AK 99503 Phone (907) 276-0521 Corporate No.: AECC542			
VALDEZ CIVIC CENTER THEATRE LIGHTING UPGRADES	CITY OF VALDEZ 110 CLIFTON DR. VALDEZ, AK 99686			
REVISION	NS:			
CHECKE DATE: JOB NU	DRAWN BY: KB CHECKED BY: DB, TEH DATE: 11/9/2020 JOB NUMBER: M0089 DWG FILE: M0089-Eseries			
DRAWING ELECTF PLANS	g TITLE: RICAL DEMOLITION			
SHEET:	E1.1			

E-13893

ROFESSIONAL



GENERAL NOTES:

- PRIOR TO START OF WORK.
- LOCATION PRIOR TO BEGINNING WORK.
- C. REFERENCE 1/E0.1 FOR TYPICAL STEP LIGHTING DETAILS.
- DRIVERS.

SHEET NOTES:

- PROJECT MANAGER PRIOR TO BEGINNING WORK.

- 6. EMERGENCY FIXTURE NOTED IS LOCATED ON CATWALK ABOVE.





A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS

B. LOCATION OF PANEL 'X' WITHIN CONTROL ROOM 301 IS APPROXIMATE ONLY. FIELD VERIFY EXACT

D. LOW VOLTAGE WIRING SIZES NOT SHOWN, BUT SHALL BE PROVIDED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH LIGHTING AND DRIVER MANUFACTURER'S INSTALLATION INSTRUCTIONS. THIS INCLUDES ALL WIRING BETWEEN DRIVERS AND FIXTURES, AND BETWEEN LOW VOLTAGE DIMMING SWITCHES AND

E. COORDINATE LIGHTING INSTALLATION WITH CARPET INSTALLATION. REFERENCE SHEETS ID-1 AND ID-2.

1. FIELD ROUTE 1/2" CONDUIT AND 24VDC CONDUCTORS FROM STEP LIGHT FIXTURES TO DRIVER NOTED WITHIN CONTROL ROOM 301. THE INTENT OF THE DESIGN IS TO PROVIDE SURFACE RACEWAY FROM DRIVERS TO FIXTURES, ROUTED CLEAR FROM VIEW TO FURTHEST EXTENT PRACTICAL. REFERENCE 1/E0.1 FOR ADDITIONAL INFORMATION. CONTRACTOR TO COORDINATE FINAL ROUTING WITH THE CITY OF VALDEZ

2. FIXTURES NOTED TO BE CONTROLLED VIA 0-10V DIMMING SWITCH 'a' LOCATED IN CONTROL ROOM 301.

3. FIXTURES NOTED TO BE CONTROLLED VIA 0-10V DIMMING SWITCH 'b' LOCATED IN CONTROL ROOM 301.

4. SURFACE RACEWAY BETWEEN FIXTURES SHALL BE PROVIDED BY THE CONTRACTOR AS AN ACCESSORY TO THE STAIR FIXTURES. REFERENCE THE FIXTURE SCHEDULE AND DETAIL 1 ON SHEET EO.1.

5. RECONNECT SALVAGED CONDUIT AND WIRE TO NEW EMERGENCY FIXTURE.

7. FIELD LOCATE NEW DRIVERS AND 0-10V DIMMING SWITCHES IN CONTROL ROOM 301. COORDINATE FINAL LOCATION WITH THE CITY OF VALDEZ PROJECT MANAGER PRIOR TO ROUGH-IN.

8. CONNECT NEW DRIVERS TO BREAKER INDICATED IN PANEL X, WHICH IS THE SAME CIRCUIT BREAKER AS THE PREVIOUSLY DEMOLISHED STAIR LIGHTING. PROVIDE 1/2"C, 3#12 AWG CU FOR NEW CIRCUIT.

ARDFESSIONAL	APOFESSION				
R S A Engineering, Inc. MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS 670 West Fireweed Lane, Suite 200 Anchorage, AK 99503 Phone (907) 276-0521 Corporate No.: AECC542					
VALDEZ CIVIC CENTER THEATRE LIGHTING UPGRADES CITY OF VALDEZ 110 CLIFTON DR.	VALUEZ, AN 33000				
REVISIONS: DRAWN BY: KB					
CHECKED BY: DB, TEH DATE: 11/9/2020 JOB NUMBER: M0089 DWG FILE: M0089-Eseries					
DRAWING TITLE: ELECTRICAL REMODEL PLANS					
SHEET: E2.1					



SCALE: 3/16" = 1'-0"



FLOOR FINISHES LEGEND

NEW BROADLOOM CARPET: MANUFACTURER: SHAW CONTRACT STYLE: SCEPTER COLOR: 43321 LONGHORN (SUBSTITUTIONS SHALL NOT BE ACCEPTED)

GENERAL NOTES

1. SCOPE OF FLOOR FINISHES WORK IS LIMITED TO NEW CARPET AND RELATED ACCESSORIES AS SHOWN ON PLAN. ALL OTHER FLOORING TO REMAIN.

2. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING CARPET AND RELATED TRANSITIONS AS SHOWN IN DRAWING, AND PREPARE FLOORS PER MANUFACTURER'S SPECIFICATIONS TO RECEIVE NEW CARPET.

3. EXISTING WOOD WALL BASE TO REMAIN. NEW CARPET SHALL BE GLUED DIRECTLY TO SLAB/SUB-FLOOR AND INSTALLED UNDER EXISTING WALL BASE.

4. CONTRACTOR SHALL USE ADHESIVES PER MANUFACTURER'S RECOMMENDATION, AND INSTALL ALL PRODUCTS PER MANUFACTURER'S **RECOMMENDED INSTALLATION METHODS.**

5. ANY DAMAGE TO WALL BASE, WALL FINISHES, OR SURROUNDING MATERIALS RESULTING FROM DEMOLITION OR INSTALLATION OF NEW FLOORING PRODUCTS SHALL BE REPAIRED/REPLACED BY CONTRACTOR AND FINISHED TO MATCH EXISTING FINISHES WITHIN THE SCOPE OF THIS CONTRACT

6. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO ORDERING MATERIALS AND COMMENCING INSTALLATION.

7. ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS SHALL BE REPORTED TO THE C.O.V. PROJECT MANAGER AND THE DESIGNER.

8. CARPET INSTALLATION TO BE COORDINATED WITH NEW STEP LIGHTING SYSTEM.

9. PROVIDE ALL NECESSARY FLOORING TRANSITIONS WHERE REQUIRED AT NEW CARPET.

10. FLOORING TRANSITIONS BETWEEN CARPET AND CONCRETE AT SEATING AISLE STEPS TO BE PROVIDED AS PART OF THE LIGHTING SYSTEM TRIM.

11. ALL FLOOR MATERIAL TRANSITIONS SHALL OCCUR UNDER DOOR CENTERLINE WHERE APPLICABLE, UNLESS EXISTING FIELD CONDITIONS INDICATE OTHERWISE.

	RSA	Engineering, Inc. MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS 670 West Fireweed Lane, Suite 200 Anchorage, AK 99503 Phone (907) 276-0521 Corporate No.: AECC542			
	VALDEZ CIVIC CENTER THEATRE LIGHTING UPGRADES	CITY OF VALDEZ 110 CLIFTON DR. VALDEZ, AK 99686			
	REVISIO	NS:			
	DRAWN BY: MJR CHECKED BY: DATE: 11/09/2020 JOB NUMBER: M0089 DWG FILE: DRAWING TITLE: THEATER FLOOR FINISH PLAN				
	SHEET:	ID-1			









Status			R S 2	MECHANICAL AND 670 West Fireweed Anchorage, AK 99	Cornorate No. 41
REVISIONS: DRAWIN BY: MJR CHECKED BY: DATE: 11/09/2020 JOB NUMBER: M0089 DWG FILE: DRAWING TITLE: REFERENCE PHOTOS SHEET:			HEATRE LIGHTING UPGRADES		
DRAWN BY: MJR CHECKED BY: DATE: 11/09/2020 JOB NUMBER: M0089 DWG FILE:		14	VALDEZ CIVIC CENTER T	CITY OF VALDEZ 110 CLIFTON DR.	VALUEZ, AN YYOOO
CHECKED BY: DATE: 11/09/2020 JOB NUMBER: M0089 DWG FILE: DRAWING TITLE: REFERENCE PHOTOS SHEET:			REVISIO	NS:	
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Legislation Text

File #: 21-0157, Version: 1

ITEM TITLE:

Approval of Contract with Earhart Roofing Company, Inc., for the Baler & Fire Stations 3 & 4 Roof Replacements in the Amount of \$639,000.00

SUBMITTED BY: Scott Benda, Senior Project Manager

FISCAL NOTES:

Expenditure Required: \$639,000.00 Unencumbered Balance: \$51,959.00 Current- (\$800,000 with 2021 Projects Budget Resolution) Funding Source: 350-0310-55000.2012

RECOMMENDATION:

Approve the Contract with Earhart Roofing Company, Inc., in the amount of \$639,000.00.

SUMMARY STATEMENT:

The Baler & Fire Stations 3 & 4 roof replacement project was out to bid for twenty-seven days and three (3) bids were submitted. Earhart Roofing Company, Inc., Anchorage submitted the low bid of \$639,000. The project consists replacing the roofs on fire stations #3 & #4 as well as the Baler. Additional work will consist of mechanical upgrades to relocate existing stacks and penetrations closer to the roof peak or out the gable ends of the buildings.

The need for replacement is due to leaks in the existing metal roofs. The two Fire Stations were built in the 70's and the Baler was constructed in '93. The replacement roofs will consist of new, insulated metal roof panel assemblies. On the remote fire stations the exterior foam roof insulation will be eliminated removing water intrusion risks and increase the roofs' ability to shed snow.

Construction is scheduled to begin in April and to be substantially complete by July 31, 2021.

Summary of Proposals Received

Bid Opening - February 24, 2021 at 2:00 PM

Project: Baler & Fire Stations 3 & 4 Roof Replacements Contract No. 1735 Project No. 20-350-2012

Steppers Construct Item No.	Item Description	Quantity Unit	Unit Price I	Extension
ICEIN NO.	1 Mobilization and demobilization	1.0000 LS	\$52,600.00	\$52,600.00
	2 Replace roof and perform mechanical upgrades on Fire Station #3	1.0000 LS	· · ·	
	3 Replace roof and perform mechanical upgrades on Fire Station #3		\$164,482.19	\$164,482.19
		1.0000 LS	\$158,031.81	\$158,031.81
	4 Replace roof and perform mechanical uprades on Baler Facility	1.0000 LS	\$327,526.22	\$327,526.22
	Field engineering, submittals, shop & record drawings, operating	1.0000	\$32,000.00	\$32,000.00
	5 instructions, O&M manuals, and close-out punchlist	LS		
			Total:	\$734,640.22
Wolverine Supply, I				
item No.	Item Description	Quantity Unit		Extension
	1 Mobilization and demobilization	1.0000 LS	\$85,000.00	\$85,000.00
	2 Replace roof and perform mechanical upgrades on Fire Station #3	1.0000 LS	\$130,000.00	\$130,000.00
	3 Replace roof and perform mechanical upgrades on Fire Station #4	1.0000 LS	\$120,000.00	\$120,000.00
	4 Replace roof and perform mechanical uprades on Baler Facility	1.0000 LS	\$397,000.00	\$397,000.00
	Field engineering, submittals, shop & record drawings, operating	1.0000	\$15,000.00	\$15,000.00
	5 instructions, O&M manuals, and close-out punchlist	LS		
			Total:	\$747,000.00
EARHART ROOFING	G CO INC Item Description	Quantity Unit	Unit Price I	Extension
	1 Mobilization and demobilization	1.0000 LS	\$10,000.00	\$10,000.00
	2 Replace roof and perform mechanical upgrades on Fire Station #3	1.0000 LS	\$109,000.00	\$109,000.00
	3 Replace roof and perform mechanical upgrades on Fire Station #4	1.0000 LS	\$90,000.00	\$90,000.00
	4 Replace roof and perform mechanical uprades on Baler Facility	1.0000 LS	\$420,000.00	\$420,000.00
	Field engineering, submittals, shop & record drawings, operating	1.0000	\$10,000.00	\$10,000.00
	5 instructions, O&M manuals, and close-out punchlist	LS		
			Total:	\$639,000.00

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

Totals have been reviewed Totals have been corrected



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

CITY OF VALDEZ ALASKA

CONTRACT DOCUMENTS

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 Contract Number: 1735 Cost Code: 350-0310-55000.2012 Issued for Construction Date: January 29, 2021



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

> Project Manager: Scott Benda

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

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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Specifications Titled "Baler & Fire Stations 3 & 4 Roof Replacements"	Attache

Date: January 29, 2021

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

This project includes, but is not necessarily limited to: Demo the existing metal panel roofs and associated mechanical work on three separate buildings. Install new metal panel roofing and mechanical upgrades on three separate buildings.

Engineers Estimate for construction under \$940,000.00.

Sealed bids will be accepted until 2:00 pm local time on February 24, 2021, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on February 10, 2021 at 2:00 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez solicitation page at <u>www.bidexpress.com</u> Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

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

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 encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <u>http://www.valdezak.gov</u> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.

Advertising Dates: January 29, 2021 through February 24, 2021.



Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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. <u>Please read Sections 6 and 7 carefully.</u>

- 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 five 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.

6. Submissions of Bids

<u>All bids must be submitted electronically through Bid Express at www.bidexpress.com.</u> <u>Hard copy or paper submissions will not be accepted.</u>

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the <u>FAQs</u> page regarding electronic bid bonds (bottom of the page in the link).

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

6. Preparation of Bids

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

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

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.



7. Required Documents for Bid

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

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

8. Required Documents for Award of the Contract

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

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- G. Certificate of good standing for a Corporation or LLC
- H. City of Valdez Business Registration
- I. Executed W-9 Form
- J. Application for City of Valdez building permit

9. Bonding Requirements

A. Bid Security (Bid Bond or Certified Check)

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

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

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

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



B. Contract Payment Bond

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

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

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

C. Contract Performance Bond

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

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

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

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

10. Bidder Qualifications

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

11. Withdrawal of Bids

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



12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

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

15. Local Bidder Preference

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

Section 2.80.020 Definitions

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

1. If the bidder is a corporation or limited liability company, the bidder's primary business address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;

2. If the bidder is an individual, the bidder's primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license;

3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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



16. Award of Bid

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

17. **Pre-Bid Conference**

A non-mandatory Pre-Bid Conference will be held February 10, 2020, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

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



Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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

Addendum Number	Dated	Initials
Addendum Number	Dated	Kritians
Addendum Number	Dated	• Cinitials
Addendum Number	Dated	Initials
X	₹ C	
	-	
Company Name		Authorizing Name
Date		Title

Signature

Addendum Acknowledgment

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If an addendum is issued after you have submitted your bid, you will need to come back to this form and update your Addendum Acknowledgment to reflect the new addendum.

Addendum Acknowledgment No addenda issued Initials * JOE Company Name * EARHART ROOFING CO INC Authorizing Name * JAMES EARHART Date * 2/24/2021 Title * President

Signature *

James Earhart



Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

<u>Item</u> <u>No.</u>	Item Description	Quantity	Unit	Unit Price	Total Item Price
1	Mobilization and demobilization	All Req'd	LS	N/A	^{عر} الع , ۵۵۵ .
2	Replace roof and perform mechanical upgrades on Fire Station #3.	All Req'd	LS	N/A	¥ 109,000. °
3	Replace roof and perform mechanical upgrades on Fire Station #4.	All Req'd	LS	N/A	* 90,000. *
4	Replace roof and perform mechanical upgrades on Baler Facility.	All Req'd	LS	N/A	¥ 420,000
5	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	All Req'd	LS	N/A	۳ 10,000. ۳



Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

Total Bid Amount:

Six hundred thirty nine thousand Dollars Ø Cents (\$ (439,000.") I, <u>James</u> Eachart, hereinafter called Bidder, an individual doing business as <u>Eachart Rooting</u> (o <u>Inc.</u>, (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 <u>24</u> day of <u>February</u>, 202<u>1</u> **BIDDER:** Earhart Cooping Co Inc. James Earhart Company Name Authorizing Name <u>1321 E 68</u> Address President Title

<u>Anchorage</u>, <u>AK</u> <u>995</u> B City, State, Zho Code

907-345-5555

Telephone Number

20-2994302

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

105

james O corhert roofing .com

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

KEGGND M. EDEHDET

Print Name



KNOW ALL MEN BY THERE PRESENTS, that we Earhart Roofing Company, Inc. 1321 E. 68th Avenue (Insert full name and address or legal title of Contractor) Anchorage, AK 99518 as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company 175 Berkeley Street (Insert full name and address or legal title of Surety) Boston, MA 02116 a corporation duly organized under the laws of the State of New Hampshire as surety, hereinafter called the Surety, are held and firmly bound unto City of Valdez P.O. Box 307 Valdez, Alaska 99686

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

Five Percent of 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 severely, firmly by these presents.

Whereas, the Principal has submitted a bid for

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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

DEA	Earhart Roofing Company, Inc.
(Witness)	(Principal) (Seal)
Ma Z	President (Title)
(Witness)	The Ohio Casualty Insurance Company (Surety) Kelly Micloel Paymon
	(Title) Kelly Michael Layman Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8202853 - 974366

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Megan Hawkins, Kristy M. Konte, Kelly Michael Layman, Kirk C. Leadbetter, Glen Lopez, Jay A. Miley

all of the city of

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed theretothis 9th dayof January 2020

Liberty Mutual Insurance Company NSU The Ohio Casualty Insurance Company IN INSU West American Insurance Company 1919 Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees. 199 Bv: David M. Carey, Assistant Secretary State of PENNSYLVANIA SS County of MONTGOMERY On this January , 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance 9th day of Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. PAS COMMONWEALTH OF PENNSYLVANIA Notarial Seal By: Irresa Pastella Teresa Pastella, Notary Public Teresa Pastella, Notary Public OF Upper Merion Twp., MonIgomery County My Commission Expires March 28, 2021 nber, Pennsylvania Association of Notaries RY PU This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-

fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the scals of said Companies this 24th day of February, 202



LMS-12873 LMIC OCIC WAIC Mulli Co_12/19

call EST on any business day
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: EARHART ROOFING COMPANY INC

License Type: General Contractor Without Residential Contractor Endorsement

Status: Active

Doing Business As: EARHART ROOFING COMPANY INC

Commissioner: Julie Anderson

Relationships

No relationships found

Designations

No designations found.

Division of Corpor	State of Alaska nerce, Community, and rations, Business, and P struction Contractors	Economic Development rofessional Licensing
EAR	HART ROOFING COMPA	ANY INC
DBA: E	ARHART ROOFING COM	IPANY INC
	As	
General Contracto	or Without Residential Co	ntractor Endorsement
General Contract		ntractor Endorsement
License CONE31407	Effective 12/21/2020	Expires 12/31/2022

EARHART ROOFING COMPANY INC 1321 E 68TH AVE ANCHORAGE, AK 99518-2341



This agreement is made on the _____ day of _____, 2021, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Earhart Roofing Co., Inc., doing business as a corporation located in Anchorage, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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: six hundred thirty-nine thousand dollars and zero cents (§639,000.00).

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums within one hundred thirty (130) calendar days of the Notice to Proceed. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of one thousand dollars (\$1000.00) 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.



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.

Earhart Roofing Co., Inc.	City of Valdez, Alaska, Authorized
Signature	Sharon Scheidt, Mayor
Signature	Sharon Seneral, Mayor
Name	Date
Title	Attested:
	Sheri L. Pierce, MMC, City Clerk
Date	
	Date
Mailing Address	Recommended:
City, State, Zip Code	Mark Detter, City Manager
Federal I.D. or S.S.N.	Date
	Nathan Duval, Capital Facilities Director
Corporate Secretary	Date
	Approved as to Form: Brena, Bell & Walker, P.C.
Attest:	
Corporate Secretary	Jon S. Wakeland



(To be filled in when Contract is executed in behalf of Corporation)

UNITED STATES OF AMERICA))SS.

STATE OF ALASKA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021.

)

(Name of Officer)

(Title of Officer)

(Name of Corporation)

_____ Corporation, on behalf of said Corporation.

(State of Incorporation)

Notary Public

My Commission Expires: _____

(to be executed prior to award)

UNITED STATES OF AMERICA)	
STATE OF ALASKA)SS.)	
I,	, of	, being duly
sworn, do depose and state:		

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

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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

Signature

Subscribed and sworn to this _____ day of _____, 2021.

Notary Public

My Commission Expires:



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 _____, 2021, entered into a contract with Owner for

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

in accordance with Drawings and Specifications prepared by

BDS Architects 3330 C St, Suite 200 Anchorage, AK 99503

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



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, 202	21
(Witness)	(Principal)	(Seal)
	(Title)	
(Witness)	(Surety)	(Seal)



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 ______, 2021, entered into a contract with Owner for

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

in accordance with Drawings and Specifications prepared by

BDS Architects 3330 C St, Suite 200 Anchorage, AK 99503

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



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 _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Seal)

(Title)

(Surety)

(Witness)



Contractor Certificate of Substantial Completion

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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,____, 2021.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

Capital Facilities Director

(Title)

Date

Date

REMARKS:_____



City of Valdez Contract Release Page 1 of 2

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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 <u>Witt v. Watkins</u>, 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 <u>\$</u> as full and final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.



City of Valdez Contract Release Page 2 of 2

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of .

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA

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

))ss.

)

WITNESS my hand and notarial seal this _____ day of _____, 2021.

Notary Public in and for Alaska My Commission expires:



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Section	Title	Page
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SP 03	Time of Completion	
SP 04	Special Site Conditions	
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SP 07	Site Preservation, Restoration, Cleanup and Environmental Reporting	
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SP 09	Order of Award of Alternative Bids	
SP 10	Payment	
SP 11	References to City of Valdez Standard Specifications (CVSS)	
SP 12	Construction Specifications	



SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez "Standard Specifications and Standard Details."

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to: Complete all work in accordance with the attached drawings and specifications.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents within one hundred thirty (130) calendar days of the date of the written Notice to Proceed.

Liquidated damages will be assessed in the sum of one thousand dollars (\$1000.00) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.

SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.



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 areas will be located:

- Baler facility in the northwest area of the site away from the building. The contractor will work with the Baler personnel to store the materials outside of the normal City employee work locations.
- Fire Station #3 on the northeast side of the building in the adjacent snow lot. The contractor may need to move snow to make room depending upon how much room they require and how quickly the snow melts before work starts.
- Fire Station #4 in the back of the building on the north side. The contractor may need to move snow for the same reasons as stated above.

At no time will materials be placed or stored in front of the bay doors at either fire station or in a manner that would impede access to emergency vehicles or equipment.

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

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

When doing work at the Baler facility, the contractor will need to coordinate scheduling of the work with the city Project Manager and Baler personnel. It may prove to be easier for the contractor to work after hours inside the Baler building.

SP 05 Hazardous Waste Generation

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

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Engineer a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the



Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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

SP 08 Permits

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

SP 09 Order of Award of Alternative Bids

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

SP 10 Payment

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

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

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



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

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

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

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "Baler & Fire Stations 3 & 4 Roof Replacements". These drawings are by reference included herein.



Modifications and Additions to the Standard Specifications

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

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City of Valdez Modifications and Additions to the Standard Specifications

Project: Baler & Fire Stations 3 & 4 Roof Replacements Project Number: 20-350-2012 / Contract Number: 1735

Division 10 Standard General Provisions

Article 4.17 Record Drawings

Add the following:

The Contractor shall maintain on the job site one complete set of drawings and specifications on which all items located at the job site and all changes of material, equipment, or dimensions shall be recorded and kept current on a daily basis and shall be made available to the City of Valdez at all times. This shall include the work of the entire scope of the project and subtrades. Progress pay estimates will not be processed if the City of Valdez determines that the Contractor has failed to keep "Record Drawings" as specified. Work shall be neat and legible and, upon completion of the job, shall be turned over to the City of Valdez with a certification of correctness.

Article 5.5 Shop Drawings, G. Resubmittal

Add the following:

Contractor to pay Architect / Engineer's current hourly rate for review time of third and subsequent resubmittals on an individual specification section. Expenses shall be deducted from the contractor's monthly pay application

Article 7.5 Progress Payments

Add the following:

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

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the



previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.



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

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

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

(1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;

(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;

(4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between

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

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

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

City of Valdez

BALER & FIRE STATIONS 3 & 4 ROOF REPLACEMENTS

/	ABBREVIATIONS
ACM	ASBESTOS CONTAINING MATERIALS
A.F.F.	ABOVE FINISH FLOOR
APPROX	APPROXIMATELY
BLDG	BUILDING
BUR	BUILT UP ROOFING
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DWG	DRAWING
(E) EIFS EJ ELEC ELEV EPDM EPS EQ ETR EXIST	EXISTING EXTERIOR INSULATION AND FINISH SYSTEM EXPANSION JOINT ELEVATION ELECTRIC, ELECTRICAL ELEVATION ETHYLENE PROPYLENE DIENE MONOMER EXPANDED POLYSTYRENE INSULATION EQUAL ELECTRICAL THROUGH ROOF EXISTING
F.F.	FINISH FLOOR
FIB BD	FIBER BOARD
GA	GAUGE
GALV	GALVANIZED
GLB	GLUE LAMINATED BEAM
GWB	GYPSUM WALL BOARD
HR	HOUR
INFO	INFORMATION
INSUL	INSULATION
J-BOX	JUNCTION BOX
LAM	LIQUID APPLIED MEMBRANE
LF	LINEAL FEET
LG MAX	LIGHT GUARD
MCAUR	MINERAL CAP BUILT UP ROOF
MECH	MECHANICAL
MFR	MANUFACTURER
MISC	MISCELLANEOUS
MIN	MINIMUM
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NRCA	NATIONAL ROOFING CONTRACTORS ASSOCIATION
NTS	NOT TO SCALE
OC	ON CENTERS
OD	OUTSIDE DIAMETER
OFS	OVERFLOW SCUPPER
ORD	OVERFLOW ROOF DRAIN
POLY	POLYETHYLENE
POLYISO	POLYISOCYANURATE INSULATION
PREFAB	PREFABRICATE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE PRESERVATIVE TREATED
PTR	PIPE THROUGH ROOF
PVC	POLYVINYL CHLORIDE
RD	ROOF DRAIN
RL	RAIN LEADER
RM	ROOM
SAM	SELF ADHERING MEMBRANE
SBS	STYRENE-BUTADIENE-STYRENE
SD	STORM DRAIN
SEBS	STYRENE-ETHYLENE-BUTADIENE-STYRENE
SF	SQUARE FOOT, SQUARE FEET
SIM	SIMILAR
SM	SHEET METAL
SPF	SPRAYED POLYURETHANE FOAM
SS	STAINLESS STEEL
STRUC	STRUCTURAL
TO	TOP OF
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
VR	VAPOR RETARDER
VTR	VENT THROUGH ROOF
W	WIDE
W/	WITH
XPS	EXTRUDED POLYSTYRENE BOARD



CODE INFO

G0.01

• THIS DESIGN / CODE DATA REFERS TO ROOFING WORK ONLY

• 2012 INTERNATIONAL BUILDING CODE (IBC) 2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC)

SCALE: 12" = 1'-0"

2012 INTERNATIONAL FIRE CODE (IFC) 2012 INTERNATIONAL MECHANICAL CODE (IMC) 2012 INTERNATIONAL FUEL GAS CODE (IFGC) 2014 NATIONAL ELECTRICAL CODE (NEC) 2012 UNIFORM PLUMBING CODE (UPC) NFPA 13 AS ADOPTED BY THE STATE OF

ALASKA FIRE STATION 3: OCCUPANCY: S-1 NO CHANGE IN OCCUPANCY CONSTRUCTION TYPE: VB

ALLOWABLE AREA: 9,000 SF ACTUAL AREA: 2,050 SF SPRINKLERED: NO ROOF SURFACE: CLASS C REQUIRED, CLASS A PROVIDED

FIRE STATION 4: OCCUPANCY: S-1 NO CHANGE IN OCCUPANCY CONSTRUCTION TYPE: VB ALLOWABLE AREA: 9.000 SF ACTUAL AREA: 2,500 SF SPRINKLERED: NO ROOF SURFACE: CLASS C REQUIRED, CLASS A PROVIDED

BALER BUILDING: OCCUPANCY: F-1 NO CHANGE IN OCCUPANCY CONSTRUCTION TYPE: VB ALLOWABLE AREA: 34,000 SF (8,500 SF BASE + 25,500SF SPRINKLER INCREASE) ACTUAL AREA: 12,600 GSF SPRINKLERED: YES ROOF SURFACE: CLASS C REQUIRED, CLASS A

PROVIDED

FIRE STATION 3

EXISTING RO INSULATION METAL ROOF SPRAY FOAM

TOTAL REMOVED 3.3 PSF ORIGINAL ROOF ALLOWABLE LOAD; EXISTING + DESIGN LIVE LOAD = 93.3 PSF

PROPOSED 6" INSULATED METAL PANEL ROOF WEIGHT = 3.2 PSF

FIRE STATION 4

EXISTING ROO INSULATION

METAL ROOF SPRAY FOAM

TOTAL REMOVED

ORIGINAL ROOF ALLOWABLE LOAD; EXISTING + DESIGN LIVE LOAD = 93.3 PSF 5% ALLOWABLE LOAD INCREASE = 4.7 PSF, TOTAL ALLOWABLE LOAD = 98 PSF

PROPOSED 6" INSULATED METAL PANEL ROOF WEIGHT = 3.2 PSF

THE NEW ROOF SYSTEM WILL WEIGH NEARLY EQUAL TO THE COMPONENTS TO BE REMOVED. NO STRUCTURAL UPGRADES REQUIRED.

BALER BUILDING

EXISTING RO INSULATION METAL ROOF TOTAL REMO

COV Project No.: 20-350-2012 Contract No.: 1659

GENERAL NOTES

- THE "NATIONAL ROOFING CONTRACTOR'S ASSOCIATION (NRCA) ROOFING MANUAL: METAL ROOFING" IS USED AS THE BASIS FOR THIS DESIGN AND IS TO BE USED BY THE CONTRACTOR AS A BASIS FOR CONSTRUCTION, UNLESS OTHERWISE NOTED.
- 2. ROOF INVESTIGATIVE INFORMATION IS SHOWN ON EXISTING DETAILS.
- 3. EXISTING CONDITIONS ARE SHOWN AS ACCURATELY AS POSSIBLE. SITE VERIFY ALL INFORMATION NOTED IN THESE CONTRACT DOCUMENTS.
- 4. ALL DETAILS ARE TO BE CONSIDERED TYPICAL. SIMILAR DETAILS OCCUR AT SIMILAR LOCATIONS.
- 5. IF DECAYED WOOD OR STEEL IS FOUND, INFORM THE OWNER'S REPRESENTATIVE PRIOR TO REMOVAL / REPLACEMENT OR CONCEALING DAMAGE.
- 6. NO SILICONE SEALANT IS TO BE USED. USE ONLY ARCHITECT APPROVED SEALANT.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES, ELECTRICAL EQUIPMENT AND WIRING, INCLUDING ANY BELOW DECK APPURTENANCES BEFORE PROCEEDING WITH ANY WORK. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO EXISTING MECHANICAL, ELECTRICAL, PLUMBING APPURTENANCES.
- 8. ALL ROOFING AND BUILDING MATERIALS ARE TO BE KEPT DRY.
- 9. CONTRACTOR TO WORK ON ONLY PORTION OF THE ROOFING THAT CAN BE WATERPROOFED THAT DAY.
- 10. CLEANING DURING CONSTRUCTION: CONTROL ACCUMULATION WASTE MATERIALS AND RUBBISH. DISPOSE OF WASTE IMMEDIATELY. KEEP AREAS FREE OF HAZARDS AND RUBBISH.
- 11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE SITE AND BUILDING FROM PROJECT RELATED DAMAGE.
- 12. TAKE SPECIAL CARE TO SECURE ALL CONSTRUCTION AND DEMOLITION MATERIALS FROM WIND DISPLACEMENT
- 13. COORDINATE WITH OWNER'S REPRESENTATIVE TO ACCOMMODATE ANY SPECIAL REASONABLE NEEDS.
- 14. NO NOISE PRODUCING WORK BEFORE 7 AM OR AFTER 10 PM.
- 15. OWNER IS NOT LIABLE FOR ANY CHANGE EXPENSE NOT APPROVED CONTRACTUALLY.
- 16. EXISTING PURLIN GAUGE AND SPACING TO BE FIELD VERIFIED PRIOR TO ORDERING INSULATED METAL ROOF PANELS.

DEAD LOAD ANALYSIS

DOF SYSTEM,	DEAD WEIGHT:	

ACRYLIC SHELL COATING	0.1	PSF
F PANEL, 24 GA	2.3	PSF
	0.85	5 PSF

5% ALLOWABLE LOAD INCREASE = 4.7 PSF, TOTAL ALLOWABLE LOAD = 98 PSF

THE NEW ROOF SYSTEM WILL WEIGH NEARLY EQUAL TO THE COMPONENTS TO BE REMOVED. NO STRUCTURAL UPGRADES REQUIRED.

OF SYSTEM	DEAD	WEIGHT:
-		-

F PANEL, 24 GA M ACRYLIC SHELL COATING	0.85 PSF 2.3 PSF 0.1 PSF
OVED	3.3 PSF

OF SYSTEM, DEAD WEIGHT:

F PANEL, 24 GA	1.0 PSF 2.3 PSF
OVED	3.3 PSF

ORIGINAL ROOF ALLOWABLE LOAD; EXISTING + DESIGN LIVE LOAD = 95.5 PSF 5% ALLOWABLE LOAD INCREASE = 7.1 PSF, TOTAL ALLOWABLE LOAD = 148.4 PSF

PROPOSED 6" INSULATED METAL PANEL ROOF WEIGHT = 3.2 PSF

THE NEW ROOF SYSTEM WILL WEIGH LESS THAN THE COMPONENTS TO BE REMOVED. NO STRUCTURAL UPGRADES REQUIRED.

WIND UPLIFT / DESIGN INFO

12 ga - 8" purlins at 33.5" OC Panel Design snow load

134 PSF, service level, ASD, current design load

BASIC WIND SPEED (3-SECOND GUST, Vult)=145 MPH

Compo	nents and Cla	adding Wi	nd Load Chart		a =	5	ft (Corner zon	e = 2a =	10.0 ft
Zone		10 SQUARE FE	ET	20 SQUARE FEET		50 SQUARE FEET		100 SQUARE FEET		
ROOF	Int.	1	35.1	-64.0	33.9	-62.7	32.3	-61.1	30.9	-59.8
	Edge	2	35.1	-97.0	33.9	-88.3	32.3	-76.8	30.9	-68.1
	E OH	2A	N/A	-92.8	N/A	-91.6	N/A	-90.0	N/A	-88.7
	Corner	3	35.1	-138.2	33.9	-117.1	32.3	-89.2	30.9	-68.1
	СОН	ЗA	N/A	-138.2	N/A	-117.1	N/A	-89.2	N/A	-55.7

Fire station 4

Fire station 3

Purlins

Purlins

11 ga - 9" Z purlins at 20" OC Panel Design snow load 134 PSF, service level, ASD, current design load

BASIC WIND SPEED (3-SECOND GUST, Vult)=145 MPH

Components and Cladding Wind Load Chart					a =	5	ft	Corner zon	e = 2a =	10.0 ft	
Zone 10 SG			10 SQUARE FE	SQUARE FEET		20 SQUARE FEET		50 SQUARE FEET		100 SQUARE FEET	
ROOF	Int.	1	35.1	-64.0	33.9	-62.7	32.3	-61.1	30.9	-59.8	
	Edge	2	35.1	-97.0	33.9	-88.3	32.3	-76.8	30.9	-68.1	
	E OH	2A	N/A	-92.8	N/A	-91.6	N/A	-90.0	N/A	-88.7	
	Corner	3	35.1	-138.2	33.9	-117.1	32.3	-89.2	30.9	-68.1	
	СОН	ЗA	N/A	-138.2	N/A	-117.1	N/A	-89.2	N/A	-55.7	

Baler Building

Purlins 11 ga - 8.5" Z purlins at 32" OC Panel Design snow load 137 PSF, sevice level, ASD, original design load

BASIC WIND SPEED (3-SECOND GUST, Vult)=137 MPH

Components and Cladding Wind Load Chart					a =	8	ft	Corner zon	e = 2a =	16.0 ft
Zone	278		10 SQUARE FE	ET	20 SQUARE	FEET	50 SQUARE FEE	Г	100 SQUARE	FEET
ROOF	Int.	1	31.3	-57.1	30.2	-56.0	28.8	-54.5	27.6	-53.4
	Edge	2	31.3	-86.6	30.2	-78.8	28.8	-68.5	27.6	-60.8
	E OH	2A	N/A	-82.9	N/A	-81.8	N/A	-80.3	N/A	-79.2
	Corner	3	31.3	-123.4	30.2	-104.5	28.8	-79.6	27.6	-60.8
	СОН	3A	N/A	-123.4	N/A	-104.5	N/A	-79.6	N/A	-49.7

Valdez, AK

		1
	SYMBOLS	`
ROOF 'XX'-	- ROOF DESIGNATION	
TOD: 0'-0"-	- APPROXIMATE TOP OF ROOF DECK	
201	- POINTER INDICATING REFERENCE PHOTO VIEW	
61A3.01	REFERENCE PHOTO DETAIL NUMBER & SHEET	
	HOT STACK	
	ROUND SHEET METAL VENT STACK	
V	MECHANICAL VENT ON CURB	
Ø	PLUMBING VENT THROUGH ROOF	
0	PIPE THROUGH ROOF	
—	ROOF SLOPE DIRECTION	
].

REVISIONS No Description Date

SPECIAL CONDITIONS

- 1. CONTRACTOR MAY UTILIZE POWER AND WATER AT THE SITE AT NO COST.
- 2. CONTRACTOR TO PROVIDE PORTABLE TOILETS.
- 3. COORDINATE ANY BUILDING SHUTDOWNS WITH THE OWNER'S REPRESENTATIVE.

SHEET INDEX

- G0.01 **TITLE & INFORMATION SHEET**
- SITE PLAN SHEET A1.01

A2.01	FIRE STA. 3 - DEMOLITION ROOF PLAN
A2.02	FIRE STA. 3 - ROOF PLAN
A2.03	FIRE STA. 4 - DEMOLITION ROOF PLAN
A2.04	FIRE STA. 4 - ROOF PLAN
A2.05	BALER BLDG - DEMOLITION ROOF PLAN
A2.06	BALER BLDG - ROOF PLAN

- A3.01 REFERENCE PHOTOS
- **ROOF DETAILS** A4.01
- A4.02 **ROOF DETAILS** A4.03 ROOF DETAILS

MECHANICAL LEGEND & SCHEDULES M0.01 M1.01 **FIRE STATION 3 DEMOLITION** M1.02 **FIRE STATION 3 REMODEL** M2.01 **FIRE STATION 4 DEMOLITION FIRE STATION 4 REMODEL** M2.02 M3.01 BALER BUILDING DEMOLITION M3.02 BALER BUILDING REMODEL

E0.01 ELECTRICAL LEGEND & PHOTOS E1.01 **FIRE STATION 3 DEMOLITION FIRE STATION 3 REMODEL** E1.02 E2.01 **FIRE STATION 4 DEMOLITION** E2.02 **FIRE STATION 4 REMODEL** E3.01 BALER BUILDING DEMOLITION E3.02 BALER BUILDING REMODEL



BALER & FIRE STA 3 & 4 ROOF REPLACEMENTS Valdez, AK BDS Project No.: 020002 COV Project No.: 20-350-2012

BID DOCUMENTS December 22, 2020

TITLE & INFORMATION SHEET G0.01







SITE PLAN NOTES

- 1. AT EACH PROJECT SITE, CONTRACTOR IS TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR STORAGE, STAGING, AND BUILDING ACCESS AREAS.
- 2. MAINTAIN ALL SITE ACCESS AND BUILDING OCCUPANT AND VEHICLE ENTRIES FREE FROM OBSTRUCTIONS AT ALL TIMES.
- 3. CONTRACTOR TO BE RESPONSIBLE FOR TEMPORARY FENCING AND SECURING MATERIALS STORED ON SITE.

REVISIONS No Description Date



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BALER & FIRE STA. 3 & 4 ROOF REPLACEMENTS Valdez, AK

BDS Project No.: 020002 COV Project No.: 20-350-2012 BID DOCUMENTS

BID DOCUMENTS December 22, 2020

SITE PLAN SHEET A1.01





Victor V. Valenote No.10438 December 22, 2 A TOOLAN BDS, Inc. Entity #25796D

 ARCHITECTS

Architecture | Planning | Roof Technology 3330 C St, Suite 200, Anchorage, Ak 99503

BALER & FIRE STA. 3 & 4 ROOF REPLACEMENTS Valdez, AK
 BDS Project No.:
 020002

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7 A4.02	HOT STACK ROUTED THROUGH EXTERIOR WALL- COORDINATE W/ MECHANICAL	
5 A4.01 1/2:12	1/2:12	EAVE HEIGHT 17'± ABOVE GRADE
ROOF 1 VARIES	ROOF 2 VARIES	





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— EAVE HEIGHT 17'± ABOVE GRADE

— DEMO STACK & SNOW DIVERTER







3 & 4 ROOF REPLACEMENTS Valdez, AK BDS Project No.: 020002 COV Project No.: 20-350-2012 BID DOCUMENTS December 22, 2020





EAVE HEIGHT 17'± ABOVE GRADE

____ _ _ _ _ _ _





BALER & FIRE STA. 3 & 4 ROOF REPLACEMENTS Valdez, AK

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FIRE STA. 4 -ROOF PLAN A2.04

















BALER & FIRE STA. 3 & 4 ROOF REPLACEMENTS Valdez, AK

 BDS Project No.:
 020002

 COV Project No.:
 20-350-2012

BID DOCUMENTS December 22, 2020































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REVISIONS No Description Date

9 BALER BLDG- REFERENCE PHOTO 9



FS 4- REFERENCE PHOTO 5 SCALE: 12" = 1'-0"

FS 3- REFERENCE PHOTO 1 SCALE: 12" = 1'-0"



BALER & FIRE STA. 3 & 4 ROOF REPLACEMENTS Valdez, AK
 BDS Project No.:
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REFERENCE рнотоs **A3.01**







- FILL GAP AT RIDGE W/ CONTINUOUS







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ARCHITECTS

1. Jalenole Victor V. Valenote

PED PROFESSIONAL ARC

No.10438

BDS, Inc. Entity #25796D

BALER & FIRE STA 3 & 4 ROOF REPLACEMENTS Valdez, AK BDS Project No.: 020002 COV Project No.: 20-350-2012 BID DOCUMENTS

December 22, 2020

ROOF DETAILS A4.03

142

FAN SCHEDUI F

FAN	FAN SCHEDULE											
	SP							MOTOR	DATA			
SYMBOL	MANUFACTURER	MODEL	TYPE	SERVICE	CFM	IN W.C.	RPM	HP	POWER	DRIVE	FLA	REMARKS
DF-1	TJERNLUND	MODEL I	INLINE	OIL FIRED HEATER DRAFT INDUCER	566	0.147	1725	1/4	120/60/1	DIRECT	5.4	8" VENT PIPE, FAN PROVING SWITCH, UC1 CONTROL BOARD, PRE-PURGE AND POST-PURGE.
DF-2	TJERNLUND	MODEL I	INLINE	OIL FIRED HEATER DRAFT INDUCER	566	0.147	1725	1/4	120/60/1	DIRECT	5.4	8" VENT PIPE, FAN PROVING SWITCH, UC1 CONTROL BOARD, PRE-PURGE AND POST-PURGE.

LEGEND		ABBREVIATIONS
	DENOTES DEMOLITION	CFM CUBIC FEET PER MINUTE DWG DRAWING
	EXHAUST AIR UP & DOWN	E/A EXHAUST AIR DF-X DRAFT FAN DESIGNATOR FLA FULL LOAD AMPS
	ROUND DUCT UP & DOWN	HPHORSEPOWERIBCINTERNATIONAL BUILDINGIECCINTERNATIONAL ENERGY CIFCINTERNATIONAL FIRE COD
	MOTORIZED CONTROL DAMPER	IFGC INTERNATIONAL FUEL GAS IMC INTERNATIONAL MECHANIC IN. WC. INCHES WATER COLUMN MIN MINIMUM
12/24	DUCT SIZE (FIRST FIGURE - SIDE SHOWN) (SECOND FIGURE - SIDE NOT SHOWN)	RPMREVOLUTIONSPERMINUTETSPTOTALSTATICPRESSURETYPTYPICALVVENT
\bullet	POINT OF CONNECTION	
5 M2	- DETAIL NUMBER - SHEET LOCATED ON	
5 M2	- DIRECTION OF VIEW - SECTION NUMBER - SHEET LOCATED ON	
TAG	SHEET NOTES	

SEQUENCE OF OPERATION

UH: THERMOSTAT SHALL CYCLE UNIT HEATER FAN AND BURNER TO OPERATE ON/OFF TO MAINTAIN SETPOINT. FS3 AND FS4: CONNECT RELOCATED UNIT HEATER TO EXISTING THERMOSTAT AND VERIFY OPERATION. BALER BLDG: EXISTING THERMOSTAT TO REMAIN, VERIFY OPERATION AFTER DRAFT FAN INSTALLATION.

<u>DF-1,2</u>:

INTERLOCK FAN WITH EXISTING HEATER BURNER CONTROLS. WIRING TO BE IN ACCORDANCE WITH THE MANUFACTURER INSTALLATION INSTRUCTIONS. CONFIGURE TO OPERATE WITH PRE AND POST PURGE OPERATION.

ONS

L BUILDING CODE L ENERGY CONSERVATION CODE FIRE CODE FUEL GAS CODE MECHANICAL CODE COLUMN

<u>NOTE</u> : RELOCATE EXISTING TIGER LOOP, FI STAINLESS STEEL HOSE AS REQUIRE CONNECTION TO RELOCATED UNIT H NEW 1/2" FOS PIPING TO CONNECT	ed for Ieater. Provide

FUEL PIPING DETAIL NO SCALE

REVISIONS No Description Date

TIGER LOOP OIL DEAERATOR (E)

BRAIDED HOSE (E) TO BURNER

------ UNION (E) ------ 1/2" FOS, CONNECT TO EXISTING







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MECHANICAL LEGEND & SCHEDULES M0.01











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FIRE STATION 3 DEMOLITION M1.01






A. SINGLE WALL VENTING IS ACCEPTABLE FROM UNIT HEATER TO BAROMETRIC DAMPER, VENTING FROM BAROMETRIC DAMPER THRU SIDEWALL TO TERMINATION SHALL BE DOUBLE WALL.

> REVISIONS No Description Date







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FIRE **STATION 3** REMODEL M1.02







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FIRE STATION 4 DEMOLITION M2.01



GENERAL NOTES:

A. SINGLE WALL VENTING IS ACCEPTABLE FROM UNIT HEATER TO BAROMETRIC DAMPER, VENTING FROM BAROMETRIC DAMPER THRU SIDEWALL TO TERMINATION SHALL BE DOUBLE WALL.



REVISIONS No Description Date







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FIRE **STATION 4** REMODEL M2.02





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REVISIONS No Description Date



BALER BUILDING MECHANICAL REMODEL PLAN 1

GENERAL NOTES:

SHEET NOTES:

> 3" VENT SIDEWALL AHAP, SLEEVE AND SEAL WALL PENETRATION, PROVIDE TRIM ESCUTCHEON. LOCATION TO BE APPROVED BY COV FIELD REPRESENTATIVE PRIOR TO INSTALLATION.

NEW 8" DOUBLE WALL VENT, ROUTE UP MIN. 4'-6' ABOVE TOP OF ROOF.

A. SINGLE WALL VENTING IS ACCEPTABLE FROM UNIT HEATER TO DRAFT FAN, VENTING FROM DRAFT FAN UP THRU ROOF SHALL BE DOUBLE WALL.

REVISIONS No Description Date







LEGEND					
<u> </u>	NUMBER AND SIZE OF WIRES (NO MARKS = $3 \# 12$)				
A-2	HOMERUN TO PANEL (PANEL AND CIRCUIT No.)				
	EXISTING PANEL				
J	JUNCTION BOX				
O	MOTOR (SIZED AS NOTED)				
\$ T	FRACTIONAL HORSEPOWER MOTOR STARTER				
(<u>†</u>)	DUPLEX RECEPTACLE TO BE REMOVED (DASHED OR DOTTED LINES INDICATE ITEMS TO BE REMOVED TYPICAL)				
	NOTE TAG (No. INDICATES NOTE)				
AFF	ABOVE FINISHED FLOOR				
AFG	ABOVE FINISHED GRADE				
С	CONDUIT				
E, (E)	DENOTES EXISTING ITEM				
GRSC	GALVANIZED RIGID STEEL CONDUIT				
МСВ	MAIN CIRCUIT BREAKER				
MLO	MAIN LUGS ONLY				
NEC	NATIONAL ELECTRICAL CODE				
R	DENOTES EXISTING ITEM THAT HAS BEEN RELOCATED				
TYP	TYPICAL				
UON	UNLESS OTHERWISE NOTED				







REVISIONS No Description Date







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ELECTRICAL LEGEND AND PHOTOS E0.01





- REMOVE WALL MOUNTED ANTENNA AND SALVAGE FOR REINSTALLATION.

DISCONNECT CONDUIT AND WIRE FROM UNIT HEATER TO BE RELOCATED. SALVAGE CONDUIT AND WIRE FOR REUSE.



GENERAL NOTES

- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL SALVAGEABLE MATERIALS. THE CONTRACTOR SHALL DELIVER SALVAGED MATERIALS TO A WAREHOUSE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL DISPOSE OF, OFF SITE, ALL UNWANTED MATERIALS.
- C. DASHED OR DOTTED LINES INDICATE ITEMS TO BE REMOVED. SOLID LINES INDICATE EXISTING ITEMS TO REMAIN.
- D. COORDINATE WITH MECHANICAL FOR LOCATIONS OF EQUIPMENT PRIOR TO BEGINNING WORK.
- E. ALL ANTENNAS SHALL REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION, UNLESS OTHERWISE DIRECTED BY THE OWNER.









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December 22, 2020 FIRE **STATION 3** DEMOLITION E1.01





PROVIDE JUNCTION BOXES, CONDUIT, AND WIRE AS REQUIRED TO EXTEND SALVAGED CIRCUIT TO NEW UNIT HEATER LOCATION.



GENERAL NOTES

A. SEE E1.01 FOR GENERAL NOTES.

REVISIONS No Description Date







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FIRE STATION 3 REMODEL E1.02





DISCONNECT CONDUIT AND WIRE FROM UNIT HEATER TO BE RELOCATED. SALVAGE CONDUIT AND WIRE FOR REUSE.



GENERAL NOTES

A. SEE E1.01 FOR GENERAL NOTES.

REVISIONS No Description Date







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FIRE STATION 4 DEMOLITION E2.01

December 22, 2020





PROVIDE JUNCTION BOXES, CONDUIT, AND WIRE AS REQUIRED TO EXTEND SALVAGED CIRCUIT TO NEW UNIT HEATER LOCATION.



GENERAL NOTES

A. SEE E1.01 FOR GENERAL NOTES.

REVISIONS No Description Date







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FIRE STATION 4 REMODEL E2.02



Plan true North North

GENERAL NOTES

A. SEE E1.01 FOR GENERAL NOTES.

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BALER BUILDING DEMOLITION E3.01





SHEET NOTES

- 1. PROVIDE NEW 15A, 1-POLE BREAKER WITHIN SPACE OF (E) PANEL P3. BREAKER SHALL BE LISTED FOR USE WITHIN EXISTING SQUARE D TYPE NQOD PANELBOARD WITH A 10KAIC RATING.
- 2. PROVIDE ADDITIONAL RELAY(S), JUNCTION BOXES, CONDUIT, AND WIRE AS REQUIRED TO INTERLOCK THE NEW DRAFT INDUCER FAN OPERATION WITH THE (E) UNIT HEATER BURNER CONTROLS. COORDINATE WITH MECHANICAL FOR SEQUENCE OF OPERATIONS.

LOAD ANALYSIS

- (E) SERVICE/MDP IS RATED 400A, 277/480V, 3Ø, 4W
- (E) PANEL 'P3' IS RATED 225A, 120/208V, 3ø, 4W

(E) LOAD (FROM 9/9/2005 DESIGN DRAWINGS):	27,434 VA
NEW ADDED LOADS:	<u>1,392 VA</u>
SUM OF (E) AND NEW LOADS:	28,826 VA
AMPERAGE @ 208V, 3ø:	80 A

THE MINIMAL ADDED LOADS ACCOUNT FOR LESS THAN 2A AT THE (E) 480V, 3ø SERVICE/MDP AND (E) PANEL 'P3' IS ADEQUATE FOR THE NEW LOADS AS SHOWN ABOVE.

REVISIONS No Description Date







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BALER BUILDING REMODEL E3.02



Legislation Text

File #: 21-0158, Version: 1

ITEM TITLE:

Approval of Providence Valdez Medical Center Projects Funding Requests **SUBMITTED BY:** Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$1,496,000 Unencumbered Balance: \$8MM Funding Source: Providence Valdez Medical Center unassigned fund balance

RECOMMENDATION:

approve

SUMMARY STATEMENT:

- This new business item requests explicit council approval for projects itemized in the related attachment under "providence-managed projects" (highlighted).
- This agenda item reflect projects to be funded and overseen by PVMC. They will not be on the City's books, though there will likely be limited involvement from Capital Facilities staff.
- Council approved the PVMC 2021 budget in October of 2020. This new business item revises that budget.
- Funding requests total \$1,496,000. This is comprised of:
 - Three projects previously on the City's books (\$1,321,000), to be transferred to PVMC oversight
 - Two new projects (\$175,000)
- The separate budget resolution on the agenda, "**providence projects**" **budget resolution**, reconciles all City/PVMC projects funding, including remittances to PVMC from the City, and transfers of excess funds back to General Fund.

Providence Valdez Medical Center - Projects Budget Request (highlighted)

new	account code	activity code	<u>balance</u>	target	needed
PROV Hospital Masterplan	315-0310-58000	9198	-	250,000	250,000
PROV Dietary Oven Repl	315-0310-55000	2111	-	45,000	45,000
TOTAL NEW FUNDS					295,000
close					
PROV door stops & fire door	315-0310-55000	1622	75,000	-	(75,000)
PROV Transfer Switch Repl	315-0310-55000	2019	200,000	-	(200,000)
Hospital - Culvert at Truck Delivery Drive	315-0310-55000	1626	100,000	-	(100,000)
Hospital - Panic Bar Upgrade	315-0310-55000	1625	60,000	-	(60,000)
Hospital Duct Above Server Room	315-0310-55000	1624	42,770	-	(42,770)
Hospital Electrical Line Conditioner	315-0310-55000	1503	280	-	(280)
TOTAL CLOSED PROJECTS					(478,050)
Contributions to PVMC	315-0310-59000				(183,050)
close					
PROV Xray Repl	315-0310-55000	2020	1,046,000	-	(1,046,000)
Transfer to General Fund	310-0050-49100				(1,046,000)
Transfer from Capital	001-0050-39125				1,046,000
Providence-Managed Projects					
PROV Hospital ER Entry	n/a			100,000	100,000
PROV Hospital Air Treatment	n/a			75,000	75,000
PROV door stops & fire door	n/a			75,000	75,000
PROV Transfer Switch Repl	n/a			200,000	200,000
PROV Xray Repl	n/a			1,046,000	1,046,000
TOTAL PROV-MANAGED PROJECTS					1,496,000



Legislation Text

File #: 21-0159, Version: 1

ITEM TITLE:

Federal Lobbyist Contract with Capitol Hill Consulting Group

SUBMITTED BY: Roxanne Murphy, Assistant City Manager

FISCAL NOTES:

Expenditure Required: Up to \$36,270 Unencumbered Balance: Click here to enter text. Funding Source: 001-5300-43400

RECOMMENDATION:

Staff recommends approval of the Federal Lobbyist Contract with Capitol Hill Consulting Group.

SUMMARY STATEMENT:

Based on a request from the Valdez City Council, City Manager Mark Detter and Administration staff published a Request for Proposals for Federal Lobbying Contract Services. Three qualified lobbying firms applied for the contract. A temporary committee formed to review the proposals and interview the three firms. The committee consisted of Mayor Scheidt, Councilmember Sorum, Councilmember Devens, Mark Detter and Roxanne Murphy. The committee is recommending continuing to contract with Capitol Hill Consulting Group for the Federal Lobbyist Contract. The attached contract for City Council consideration has been reviewed by Administration, Capitol Hill Consulting Group representative Stratton Edwards and City of Valdez attorney Jack Wakeland.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made this <u>day</u> of March, 2021, at Valdez, Alaska, by and between the CITY OF VALDEZ, hereinafter called the "City", and Capitol Hill Consulting Group hereinafter called the "Firm", with respect to the performance of certain consulting services in the government relations area. The terms and conditions of this Agreement are as follows:

1) During the term of this Agreement, the Firm will render services to the City with respect to federal legislative and administrative matters of importance to the City.

2) It is understood and agreed, with respect to the services the Firm shall render pursuant to paragraph 1 above, the Firm will perform such services exclusively as an independent contractor to, and not as agent or employee of, the City.

3) The Firm will hold in a fiduciary capacity for the benefit of the City all secret or confidential information, data or policies relating to the City that shall have been obtained by the Firm during the term of this Agreement.

4) The principal contact for the City will be the City Manager, to whom the Firm will report on progress of legislative initiatives and issues, and from whom the Firm will receive direction.

5) The Firm shall immediately advise the City of any activity deemed to be critical to the City's interests and shall provide adequate notice of all such matters as may require a timely response by the City.

6) (a) For all of the services and undertaking of the Firm hereunder during the term of this Agreement, the City shall pay to the Firm a retainer of \$30,000 payable in monthly installments of \$2,500 each, which shall be due prior to the beginning of each month for the term of this Agreement.

(b) The City will pay an additional amount of \$2,250 (7.5% of retainer) payable in monthly installments of \$187.50 each to cover normal operating costs (principally for business lunches/meetings, long-distance telephone and other communications, postage, document reproduction, and other expenses) that shall be incurred during the term of this Agreement.

(c) Any travel or other extraordinary expenses above normal operating costs, must have the prior approval of the City Manager, and shall be reimbursable up to a maximum of \$4,500.

(d) Total payments for professional services and other expenses under this agreement may not exceed a total contract authorization of \$36,750.

7) The term of this Agreement shall commence on March 16, 2021, and shall continue until December 31, 2021. In November of 2021, the Valdez City Manager will confer with the Valdez City Council to determine the option of contracting with Capitol Hill Consulting Group for future years if Administration and a majority of the City Council are satisfied with the firm's ability to meet the needs of the City of Valdez. The Agreement may be terminated with a 30-day written notice given by either party to the other.

Accepted this day of March, 202	1.
CAPITOL HILL CONSULTING GROUP	CITY OF VALDEZ, ALASKA APPROVED:
Jack Victory, CEO	Sharon Scheidt, Mayor
BY:	Date:
TITLE:	ATTEST:
DATE:	
FEDERAL ID #:	Sheri L. Pierce, MMC, City Clerk
	Date:
Signature of Company Secretary or Attest	
Date:	
	Mark Detter, City Manager
	Date:
APPROVED AS TO FORM: Brena, Bell & Clarkson, P.C.	
Jon S. Wakeland	

Date: _____



Legislation Text

File #: 21-0160, Version: 1

ITEM TITLE:

Annual Renewal of City/School Health Insurance Benefit Plan for Period Beginning 4/1/2021

SUBMITTED BY: Rhea E Cragun, Human Resource Director

FISCAL NOTES:

Expenditure Required: \$2.73MM (City, April-December, 2021) Unencumbered Balance: \$2.53MM Funding Source: Cost code 41300, pro-rated among all staffed departments

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- This agenda item formalizes the annual renewal of the health insurance benefit plan.
- The School has separately reviewed and approved their plan renewal specifications.
- Renewal Premium Change:
 - City: +0.1%; total monthly \$2347.71 to \$2350.61; \$2.90 increase
 - Employer monthly: \$2234.83 to \$2237.61; \$2.78 increase
 - Employee monthly: \$93.12 to \$93.24; \$0.12 increase
 - School: -0.1%
- Plan Changes: None
 - Staff will provide Council with a follow-up plan review in the fall, emphasizing fund balance as a measure of plan solvency, and recommending changes in conjunction with Broker, ERT and Stakeholder
- Notes regarding 2021 Budget
 - In preparing this agenda item, Finance staff discovered an error in the citywide budgeted health-care costs.
 - The error results in a \$196K budget shortfall for calendar 2021, based on full employment and now-known insurance renewal rates.

File #: 21-0160, Version: 1

- If citywide employment vacancy rates are within historic ranges (4% 8%), then no further budget revisions will be necessary to correct this error.
- The error resulted from mistakenly using the prior year's (2019) health insurance premiums, rather than the known 2020 premiums, which reflected an 8% increase.
- Staff has discussed this budgeting error and its causes, and has taken steps to ensure it will not be repeated in future budgets.

2021 EMPLOYEE BENEFITS PLAN



COLLEEN SAVOIE SHELLY TUTTLE BARBRA FREEMAN

ACCOUNT EXECUTIVE ACCOUNT MANAGER ANALYST

City of Valdez 2021 Employee Benefits Plan: **Marketing Study**



April 1, 2021 Renewal

Stop Loss Market	Results	Comments
Sun Life	-6.70%	Incumbent Plan, negotiated rate decrease
HCC	-14.30%	Competitive, see marketing results
Optum	12.0%	Not Competitive
QBE	10.30%	Not Competitive
Swiss Re	28.8%	Not Competitive
Symetra	Declined	Not Competitive
Ullico	-10.20%	Competitive, see marketing results
Voya	-14.10%	Competitive, see marketing results

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City of Valdez 2021 Employee Benefits Plan: **Total Cost**



April 1, 2021 Renewal

		Current Meritain/SunLife	Actual Cost YTD Meritain/SunLife	Negotiated Renewal Meritain/SunLife	HCC Option Meritain/HCC
		Current Budget	Actual Cost Annualized	Projected Costs	Projected Costs
ndividual Stop Loss (ISL) Ded	uctible	\$175,000	\$175,000	\$175,000	\$175,000
Fixed Costs	132	\$323.26	\$336.53	\$304.92	\$283.98
Broker Fee	132	\$19.77	\$20.79	\$20.36	\$20.36
Total Fixed Fees		\$343.03	\$357.32	\$325.28	\$304.34
% Change from Current			4.2%	-5.2%	-11.3%
Expected Costs					
Medical/RX	132	\$1.821.38	\$1.228.64	\$1.846.43	\$1.846.43
Dental Claims	132	\$146.81	\$109.45	\$139.15	\$139.15
Vision Claims	132	\$36.49	\$30.29	\$39.75	\$39.75
Total Expected Costs		\$2,347.71	\$1,725.70	\$2,350.61	\$2,329.67
			-26.5%	0.1%	-0.8%
Maximum Costs	100	* 0.011.10	60 011 10	00.044.40	AA A A A A
Medical/RX	132	\$2,211.40	\$2,211.40	\$2,211.40	\$2,118.88
Dental Claims Vision Claims	132 132	\$146.81 \$36.49	\$109.45 \$30.29	\$139.15 \$39.75	\$139.15 \$39.75
	132		\$30.29	\$39.75	\$39.75
Total Maximum Costs		\$2,737.73	\$2,708.46 -1.1%	\$∠,715.58 -0.8%	\$2,602.12 -5.0%
			-1.1%	-0.8%	-5.0%
Total Monthly Expected Cost	t	\$309,897	\$227,792	\$310,281	\$307,516
Total Annual Expected Cost		\$3,718,767	\$2,733,509	\$3,723,366	\$3,690,197
% Change from Current			-26.5%	0.1%	-0.8%
Total Monthly Maximum Liab	oility	\$361,380	\$357,517	\$358,457	\$343,480
Total Annual Maximum Liabi		\$4,336,558	\$4,290,201	\$4,301,479	\$4,121,758
% Change from Current			-1.1%	-0.8%	-5.0%

Notes

1. Expected claims based on claim projection blending current and prior years.

2. Actual Cost based on net costs from April 2020 thru January 2021, annualized.

3. Broker fee based on current fee of \$58,350 with a 3% increase per year, shared between City of Valdez and Valdez City Schools.

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City of Valdez 2021 Employee Benefits Plan: **Third Party Administrator**



April 1, 2021 Renewal

		Current	Renewal
dministration Fees		Meritain	Meritain
Medical/Rx	132	\$25.50	\$25.75
Dental	132	\$2.20	\$2.20
Vision	132	\$0.80	\$0.80
Network Fees			
Aetna Network		15% of Savings	15% of Savings
The Alaska Preferred Provider Network		25% of Savings	25% of Savings
Utilization Management	132	\$2.55	\$2.55
Case Management	132	\$155 / hour	\$160 / hour
TeleDoc	132	\$3.10	\$3.10
COBRA Administration	132	\$1.40	\$1.40
PBM Interface Fee	132	\$2.00	\$2.00
Health Merits	132	\$4.45	\$4.45
Biometric Screening	132	\$200.40 / screening	\$200.40 / screening
EAP	132	\$1.25	\$1.25
BridgeHealth	132	\$2.70	\$2.70
stimated Total PEPM	132	\$45.95	\$46.20
nnual Fixed Costs		\$72,785	\$73,181
Change			\$396
Change			0.5%

Additional Charges		
SBC Preparation	\$250 per year	\$250 per year
Independent Review	via Medical Rehabilitaion	via Medical Rehabilitaion
	Consultants	Consultants

Notes		
PPO Network - Alaska	Aetna Choice PPO	Aetna Choice PPO
Wrap Network	The Alaska Preferred Provider Network	The Alaska Preferred Provider Network
РВМ	Caremark via National Cooperative RX	Caremark via National Cooperative RX
Rx Rebates	100% Pass Thru	100% Pass Thru
Additional Notes	Broker Commission not included	Broker Commission not included

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April 1, 2021 Renewal

			Firm until 3/1	Firm until 2/26	Firm until 2/24
		Current	Negotiated Renewal	Option 1	Option 2
		SunLife	SunLife	нсс	Ullico
		ISL Level \$175,000	ISL Level \$175,000	ISL Level \$175,000	ISL Level \$175,000
ndividual Stop Loss Feat	ures				
ndividual Stop Loss (ISL) Dedu		\$175,000	\$175,000	\$175,000	\$175,000
Annual Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Contract Type		Paid	Paid	Paid	24/12
Benefits covered		Medical/RX	Medical/RX	Medical/RX	Medical/RX
No New Laser @ Renewal		Included	Included	Included	Included
Rate Cap		50%	50%	45%	50%
SL Advancement		Included	Included	Included	Included
Experience Refunding		Not Included	Not Included	Not Included	Not Included
_aser(s)		None	None	None	1 Term'd member
	Į_		4 ····· 4		
Stop Loss Rates					
SL Premium					
Employee	38	\$265.55	\$246.96	\$226.22	\$241.15
Family	94	\$265.55	\$246.96	\$226.22	\$241.15
Aggregate Premium					
Composite	132	\$11.76	\$11.76	\$11.56	\$7.77
Monthly Stop Loss Premiums		\$36,605	\$34,151	\$31,387	\$32,857
Fotal Annual Stop Loss Cost	s	\$439,259	\$409,812	\$376,644	\$394,289
% Change From Current			-6.7%	-14.3%	-10.2%
Aggregate Stop Loss Fact	tors				
Contract Type		Paid	Paid	Paid	24/12
Aggregate Corridor		125%	125%	125%	125%
Benefits covered		Medical/RX	Medical/RX	Medical/RX	Medical/RX
Run-In Limit		N/A	N/A	\$934,424	\$1,068,100
Monthly Accommodation		Not Included	Not Included	Not Included	Not Included
Annual Reimbursement Maxim	um	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Plan Mirroring	-	Included	Included	Included	Not included
Vinimum Attachment Point		90%	90%	90%	100%
Aggregate Factors					
Employee	38	\$2,211.40	\$2,211.40	\$2,118.88	\$2,422.10
Family	94	\$2,211.40	\$2,211.40	\$2,118.88	\$2,422.10
Monthly Aggregate Factors		\$291,905	\$291,905	\$279,692	\$319,717
Annual Maximum Claims		\$3,502,858	\$3,502,858	\$3,356,306	\$3,836,606
% Change From Current		-	0.0%	-4.2%	9.5%
Annual Expected Claims		\$2,885,066	\$2,924,745	\$2,924,745	\$2,924,745
% Change From Current		-	1.4%	1.4%	1.4%
Dental Expected Claims	3				
PEPM Expected Claims	132	\$146.81	\$139.15	\$139.15	\$139.15
Nonthly		\$19,379	\$18,368	\$18,368	\$18,368
Annual		\$232,547	\$220,414	\$220,414	\$220,414
Vision Expected Claims					
PEPM Expected Claims	132	\$36.49	\$39.75	\$39.75	\$39.75
Monthly		\$4,817	\$5,247	\$5,247	\$5,247
Annual		\$57,800	\$62,964	\$62,964	\$62,964

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April 1, 2021 Renewal

•			Firm until 2/26	Firm until 3/1	Firm until 3/1
		Current	Option 3	Option 4	Option 5
		SunLife	Voya	SunLife	SunLife
		ISL Level \$175,000	ISL Level \$175,000	ISL Level \$200,000	ISL Level \$225,000
ndividual Stop Loss Featur	es				
ndividual Stop Loss (ISL) Deduct	tible	\$175,000	\$175,000	\$200,000	\$225,000
nnual Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Contract Type		Paid	24/12	Paid	Paid
enefits covered		Medical/RX	Medical/RX	Medical/RX	Medical/RX
lo New Laser @ Renewal		Included	Included	Included	Included
Rate Cap		50%	45%	50%	50%
SL Advancement		Included	Included	Included	Included
xperience Refunding		Not Included	Not Included	Not Included	Not Included
aser(s)		None	None	None	None
top Loss Rates					
SL Premium					
Employee	38	\$265.55	\$227.84	\$226.07	\$214.74
Family	94	\$265.55	\$227.84	\$226.07	\$214.74
ggregate Premium					
Composite	132	\$11.76	\$10.50	\$11.76	\$11.76
Ionthly Stop Loss Premiums		\$36,605	\$31,461	\$31,394	\$29,898
otal Annual Stop Loss Costs		\$439,259	\$377,531	\$376,723	\$358,776
6 Change From Current		•	-14.1%	-14.2%	-18.3%
Aggregate Stop Loss Factor	rs				
Contract Type		Paid	24/12	Paid	Paid
Aggregate Corridor		125%	125%	125%	125%
Benefits covered		Medical/RX	Medical/RX	Medical/RX	Medical/RX
Run-In Limit		N/A	None	N/A	N/A
Ionthly Accommodation		Not Included	Not Included	Not Included	Not Included
Annual Reimbursement Maximun	n	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Plan Mirroring		Included	Included	Included	Included
linimum Attachment Point		90%	85%	90%	90%
Aggregate Factors					
Employee	38	\$2,211.40	\$2,200.27	\$2,253.77	\$2,280.74
Family	94	\$2,211.40	\$2,200.27	\$2,253.77	\$2,280.74
Ionthly Aggregate Factors		\$291,905	\$290,436	\$297,498	\$301,058
nnual Maximum Claims		\$3,502,858	\$3,485,228	\$3,569,972	\$3,612,692
6 Change From Current		-	-0.5%	1.9%	3.1%
Annual Expected Claims		\$2,885,066	\$2,924,745	\$2,980,783	\$3,016,453
6 Change From Current		-	1.4%	3.3%	4.6%
Dental Expected Claims					
EPM Expected Claims	132	\$146.81	\$139.15	\$139.15	\$139.15
Ionthly		\$19,379	\$18,368	\$18,368	\$18,368
Annual		\$232,547	\$220,414	\$220,414	\$220,414
ligion Exposted Claims					
/ision Expected Claims	400	A00.10	000 ==	#00 ==	Acc ==
PEPM Expected Claims	132	\$36.49	\$39.75	\$39.75	\$39.75
Monthly		\$4,817	\$5,247	\$5,247	\$5,247
Annual		\$57,800	\$62,964	\$62,964	\$62,964

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PARKER, SMITH & FEEK



April 1, 2021 Renewal

		Firm until 3/1	Firm until 2/26	Firm until 2/24
	Current SunLife ISL Level \$175,000	Negotiated Renewal SunLife ISL Level \$175,000	Option 1 HCC ISL Level \$175,000	Option 2 Ullico ISL Level \$175,000
Projected Cost Analysis TPA	Meritain	Meritain	Meritain	Meritain
Annual Fixed Costs				
Total Administration Fees Stop Loss Premiums	\$72,785 \$439,259	\$73,181 \$409,812	\$73,181 \$376,644	\$73,181 \$394,289
Total Est. Fixed Costs	\$512,044	\$482,993	\$449,824	\$467,470
% Change From Current		-5.7%	-12.2%	-8.7%
	\$323.26	· · ·		
Total Projected Claims				
Total Maximum Claims	\$3,793,205	\$3,786,235	\$3,639,684	\$4,119,984
Total Expected Claims	\$3,175,413	\$3,208,123	\$3,208,123	\$3,208,123
Total Liability				
Annual Total at Maximum	\$4,305,249	\$4,269,228	\$4,089,508	\$4,587,454
\$ Change From Current	-	(\$36,020)	(\$215,741)	\$282,205
% Change From Current		-0.8%	-5.0%	6.6%
Annual Total at Expected	\$3,687,457	\$3,691,116	\$3,657,947	\$3,675,593
\$ Change From Current	-	\$3,659	(\$29,510)	(\$11,864)
% Change From Current		0.1%	-0.8%	-0.3%

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PARKER, SMITH & FEEK



April 1, 2021 Renewal

		Firm until 2/26	Firm until 3/1	Firm until 3/1
	Current SunLife	Option 3 Voya	Option 4 SunLife	Option 5 SunLife
	ISL Level \$175,000	ISL Level \$175,000	ISL Level \$200,000	ISL Level \$225,000
Projected Cost Analysis T	PA Meritain	Meritain	Meritain	Meritain
Annual Fixed Costs				
Total Administration Fees	\$72,785	\$73,181	\$73,181	\$73,181
Stop Loss Premiums	\$439,259	\$377,531	\$376,723	\$358,776
Fotal Est. Fixed Costs	\$512,044	\$450,711	\$449,904	\$431,957
6 Change From Current		-12.0%	-12.1%	-15.6%
	\$323.26		•	
otal Projected Claims				
otal Maximum Claims	\$3,793,205	\$3,768,605	\$3,853,349	\$3,896,070
otal Expected Claims	\$3,175,413	\$3,208,123	\$3,264,160	\$3,299,830
Fotal Liability				
Annual Total at Maximum	\$4,305,249	\$4,219,317	\$4,303,253	\$4,328,027
Change From Current		(\$85,932)	(\$1,996)	\$22,778
% Change From Current		-2.0%	0.0%	0.5%
Annual Total at Expected	\$3,687,457	\$3,658,834	\$3,714,064	\$3,731,787
Change From Current	-	(\$28,623)	\$26,607	\$44,330
% Change From Current	-	-0.8%	0.7%	1.2%

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PARKER, SMITH & FEEK



April 1, 2021 Renewal

	ISL Deductible	ISL Stoploss Premium	Dollar Change From Current	Claim Breakeven Point
Current - \$175,000 ISL	\$175,000	\$391,185	-	-
Option 1 - \$200,000 ISL	\$200,000	\$358,095	(\$33,090)	1.3
Option 2 - \$225,000 ISL	\$225,000	\$340,148	(\$51,036)	1.0
	2017-2018	2018-2019	2019-2020	2020-2021
Large Claims Over ISL per Plan Year	\$0	\$179,492	\$422,147 \$230,208	\$0

Option 1 - \$200,000 ISL				
Additional Claim Liability	\$0	\$4,492	\$50,000	\$0
Premium Dollar Change From Current	(\$33,090)	(\$33,090)	(\$33,090)	(\$33,090)
Total Illustrative Cost Difference	(\$33,090)	(\$28,598)	\$16,910	(\$33,090)
Option 2 - \$225,000 ISL				
Additional Claim Liability	\$0	\$4,492	\$100,000	\$0
Premium Dollar Change From Current	(\$51,036)	(\$51,036)	(\$51,036)	(\$51,036)
Total Illustrative Cost Difference	(\$51,036)	(\$46,544)	\$48,964	(\$51,036)

Notes

1. 2020-21 large claims are plan year to date (April 2020 -December 2020).

2. Stoploss premiums for plan years 2017-2020 are assumed to be equivalent to the 2020-2021 premiums for illustration purposes.

Printed: 2/24/2021 This is only an outline. Actual rates and contract provisions will be determined by specific carrier.



Legislation Text

File #: ORD 21-0003, Version: 1

ITEM TITLE:

#21-03 - Amending Title 12 of the Valdez Municipal Code by Creating Chapter 12.06 Titled Addressing and Street Naming. First Reading. Public Hearing.

SUBMITTED BY: City Clerk, Planning Department, Legal Department

FISCAL NOTES:

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

RECOMMENDATION:

City Administration and the Planning and Zoning Commission recommend approval of Ordinance #21 -03.

SUMMARY STATEMENT:

The attached Ordinance #21-03 sets forth policies and procedures related to street naming and addressing within the City of Valdez. While the city has general policies and procedures in place to establish addresses and street names, there has not been a formally adopted method established by City Council. Staff has prepared this ordinance in order to establish guidelines for street naming and assigning street addresses.

This ordinance was prepared by the City Clerk and Planning Department with review by the Legal, Police, and Fire Departments. The resulting document before you includes existing City of Valdez policies, best practices from other municipalities, and standards established by the National Emergency Number Association (NENA).

At their regularly scheduled meeting on February 25, 2021, The City of Valdez Planning and Zoning Commission approved a recommendation to City Council in favor of approval of this ordinance. This first reading of the proposed ordinance serves as a public hearing and opportunity for the public to provide comment on the ordinance.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 21-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING TITLE 12 OF THE VALDEZ MUNICIPAL CODE BY CREATING CHAPTER 12.06 TITLED ADDRESSING AND STREET NAMING

WHEREAS, Chapter 12.06 shall establish a procedure for street naming and a uniform system of addressing for property and streets in the City of Valdez.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Title 12 of the Valdez Municipal Code:

Section 1. Chapter 12.06 is hereby created to read as follows:

CHAPTER 12.05

ADDRESSING AND STREET NAMING

Sections:

12.06.010	Purpose.
12.06.020	Applicability
12.06.030	Implementation and responsibilities.
12.06.040	Document protocol.
12.06.050	Address grid.
12.06.060	Reference point and baselines.
12.06.070	Grid lines and numbers.
12.06.080	Interval distance.
12.06.090	Number assignments.
12.06.100	Installation and display of addresses.
12.06.110	Street designations.
12.06.120	Street naming policy.
12.06.130	Naming of new street or naming of existing unnamed streets.
12 06 140	Re-naming of existing duplicate street names

- 12.06.140 Re-naming of existing duplicate street names.
- 12.06.150 Re-naming of streets.
- 12.06.160 Street name signs.
- Controversial or disputed street names. 12.06.170
- Enforcement violations. 12.06.180

12.06.010 Purpose.

This chapter further implements portions of the City of Valdez Comprehensive Plan and supplements the zoning and subdivision ordinances. Its purpose is to provide residents of Valdez with a uniform system of street naming and addressing to:

A. Minimize future street name and addressing conflicts;

B. Provide a database for City records and enhanced 9-1-1 services;

C. Expedite property identification by emergency services;

D. Establish standards for the assignment of addresses within the City of Valdez; and

E. Comply with U.S. postal addressing abbreviation standards.

12.06.020 Applicability.

A. This chapter shall apply to all property and to all public and private streets in the City of Valdez.

B. Address number sequencing and patterns shall adhere to the National Emergency Number Association (NENA) Standards and best practices as well as the State of Alaska's 911 and Dispatch Consolidation Working Group addressing requirements. Compliance with current standard models may require the changing of non-sequential or non-conforming addresses to be compatible with current and future Enhanced 911 systems.

C. Nothing herein shall be construed or interpreted in such a manner as to prevent the Planning Department from deviating on a case-by-case basis from these standards, procedures and guidelines when deemed necessary to produce a more consistent and logical numbering system.

D. When practically possible, all newly assigned addresses will conform to the standard described in this chapter, however consideration should be given to the existing patterns and systems previously used in Valdez.

12.06.030 Implementation and responsibilities.

A. The Planning Director shall have the responsibility of administering, enforcing, and maintaining an addressing and street naming standard as defined by this chapter and have the enforcement authority for addressing on buildings as specified in VMC 16.16.160 and by the International Fire Code as adopted by the City of Valdez.

B. The Planning Director or designee shall establish uniform street address numbering procedures. The Planning Director or their designee shall assign all official street address numbers. A permanent address shall be assigned only for property that is subject to a City approved plat depicting the dedicated right-of-way serving the property.

C. Property owners are responsible for placing alphanumeric identification in accordance with Section 12.06.100, including placement of private street signs. Posting of addresses and street names must be completed prior to the issuance of a certificate of occupancy.

12.06.040 Document protocol.

For document clarity, references to all vehicle paths of travel serving three or more properties, residences, or businesses are referred to as "streets." Driveways or other vehicle paths of travel serving less than three properties, residences, or businesses shall not be named to reduce administrative costs, but shall have addresses installed and placed as required herein to minimize the potential for confusion for emergency service providers.

12.06.050 Address grid.

The system is based on a grid transposed over the City. A north-south and eastwest axis from which grid lines extend are the base lines. The intersection of these base lines is the reference point to which all numbers will be related.

12.06.060 Reference point and base lines.

The reference point for the city's address system will be the point where the Egan Street/Richardson Highway centerline intersects with the Meals Avenue centerline. The sequence of property numbers throughout the City will extend outward from this point in four directions - north, south, east and west along the base lines. (See Figure 1)



FIGURE 1

12.06.070 Grid lines and numbers.

Grid lines are generally parallel to base lines. These lines indicate the division between blocks. Each grid line or block marks the change from one hundred to the next hundred. Grid lines are extended from one block to the next where streets do not go through as with cul-de-sacs and with curvilinear streets.

12.06.080 Interval distance.

A. The interval distance varies within the city. This is due to the variation in lot and block size. Smaller lots and blocks in the central area require a smaller interval whereas rural subdivision lots and blocks increase in size and require a greater interval distance. The following is a summary of the interval distances used:

Central Valdez	20 - foot interval
Mineral Creek Loop Road	not determined
Robe River	50 - foot interval
Alpine Woods	50 - foot interval
Richardson Highway	100 - foot interval

B. New subdivisions and development should be assigned either a 20 foot or 50 foot interval to avoid complication of the system.

C. Development along the Richardson Highway shall be assigned an address based on a 100-foot interval. "Blocks" along the Richardson Highway equal a distance of 1000 feet.

12.06.090 Number assignments.

The following is the recommended method of assigning addresses (house numbers) to different types of buildings:

A. Even numbers shall be assigned to the left side of streets and odd numbers to the right as the numbers increase outward from the reference point.

B. Street address numbers shall be based on the location of vehicular access unless a deviation is approved by the Planning Director or their designee.

C. Single family dwelling structure shall be assigned one (1) address number for the structure.

D. Duplex, townhouse or condominium located side by side shall be assigned one (1) address number for each separate residential unit entrance.

E. Duplex, townhouse or condominium with an upper and lower residential unit shall be assigned one (1) address number followed by the letter A for the ground level unit, and the letter B for the second floor unit.

F. A single multifamily dwelling structure shall be assigned one (1) number for the structure. The addresses for individual dwellings within the structure shall be three-digit numbers with the first digit representing the floor level of the entrance, and unit numbers assigned from left to right when facing the front of the structure, e.g.,151 Alatna Street, Apt. 202 (second floor apartment, second from left when facing the front of the structure).

G. Multifamily Complexes with Multiple Structures.

1. Each structure within a multifamily or multi-unit complex shall be assigned a separate numerical address.

2. Each residential unit shall have a three-digit unit number affixed adjacent to or on the main entry door; e.g., Apt. 202.

3. Multifamily complexes shall post a site plan sign at the main entrance that denotes actual building locations within the complex.

H. Business and commercial offices or complexes.

1. Businesses or offices facing the street on the ground floor with independent entrances shall be assigned one (1) address number.

2. Multiple individual businesses or offices located within a building with two or more floors shall be assigned a three-digit suite number with the first digit representing the floor level of the entrance to the suite, and the second two digits representing the unit number, beginning at 01 for the unit on the far left, when facing the front of the structure; e.g., Suite 201 will represent a second-floor office on the far left of the building when facing the front of the structure.

I. Mobile Home Parks. Mobile home parks shall submit a site plan, identifying individual space numbers, for approval by the Planning Department and in compliance with International Fire Code as adopted by the City of Valdez. Space numbers shall be a minimum of 5" in height and be made of retroreflective materials readily visible by emergency responders.

12.06.100 Installation and display of addresses.

A. Address numbers shall be located as to be readily visible by emergency responders and shall be positioned to allow exterior illumination of the numbers.

B. Address numbers shall be a minimum of 5" in height and be made of retroreflective materials. Acceptable materials are Engineer Grade Reflective material (ASTM D4956) equivalent or better. Non-reflective materials may be used if the numbers are lit by at least a 1,500 lumen white light source as to make the numbers visible from the nearest public right of way.

C. If a structure is more than 150 feet from the street, its address shall be posted at the intersection of its access street and public or private street, no less than four feet or more than six feet above the ground on a substantial, maintained support structure such as a sign or a post. The roadside address characters shall be less than 25 feet from the edge of the road. The view of an address from the street must be unobstructed and maintained. The Fire Department may approve alternative signage.

12.06.110 Street designations.

Designation of streets within the City of Valdez shall be in accordance with the following NENA standards except in the case of existing and recorded street designations:

A. Streets which have a definite north-south direction shall be designated as "avenues". Streets which have a definite east-west directional course shall be designated as "streets".

B. Streets which do not have a definite directional course and considered to be a secondary thoroughfare shall be designated as a "road" or "drive".

C. Private roads shall be designated "lane" or "trail".

D. A short drive which has its ingress and egress on the same road shall be called a "loop".

E. A short road which returns to itself shall be designated as a "circle".

F. The designation "boulevard" shall be reserved for long, continuous streets characterized by a broad right-of-way, with tree and turf embellishment, and carrying predominantly non-commercial traffic.

12.06.120 Street naming policy.

In selecting street names, consideration shall be given to the following:

A. There shall be no conflict of existing street names within the existing Emergency 911 jurisdictional boundary.

B. Street names of similar pronunciation and/or spelling shall be prohibited; e.g., Briar Lane, Brier Lane. The Planning Department shall coordinate with the Fire Department and Police Department to ensure compliance with this requirement.

C. Variations of the same street name with different street designation shall be prohibited within the first word of the two-word title or in the street extension; e.g., Pine Road, Pine Drive, Pine Lane.

D. No street name may consist of more than two words or contain more than 14 letters, excluding the extension; e.g., street, lane, court, etc. The City Council may approve street names with more words or letters; e.g., Martin Luther King Ave., in special situations.

E. Names shall be chosen that reflect objects or historic personages that relate to Alaska in general and to the area specifically and be commensurate with scale and location of the street or the buildings accessed by the street.

F. Roads within subdivisions submitted pursuant to the subdivision plat procedure shall have names that follow a certain theme. New streets added after the establishment of the subdivision shall have street names that follow the same theme. An existing street name shall be continued when the new road extends the alignment of an existing road.

G. Numerical names (1st, 2nd, 3rd, etc.); alphabetical letters (a, b, c, etc.); given and surnames of living persons; complicated, or undesirable names and unconventional spellings, shall be avoided.

12.06.130 Naming of new streets or existing unnamed streets.

Any new street established within the City of Valdez, or an existing unnamed street, whether public or private, shall require a street name approved by the Planning and Zoning Commission. Where streets are included on a plat, the proposed street names shall be specified on the final plat map, and shall comply with the requirements set forth in this chapter.

12.06.140 Re-naming of existing duplicate street names.

The renaming of existing duplicate street names will be required in those cases where the general health and safety of the public is at risk, i.e., where the street name impedes rapid property identification by emergency services. Where duplicate names exist, the street serving the largest number of improved properties shall retain its name. The other streets shall be renamed in accordance with the procedures set forth in this chapter with the input of abutting property owners. The Planning Department shall coordinate with the Fire Department and Police Department to ensure compliance with this requirement. The Planning and Zoning Commission shall have authority to approve all new street names established under this section.

12.06.150 Re-naming of streets.

Abutting property owners may request to officially name or re-name a street by submitting a written petition to the Planning Department on a form provided by the City. The petition shall bear the signatures of the owners of at least 51 percent of the lots, tracts, or parcels of property (excluding federal, state, public utilities, and municipal lands) served by the street to be named. The percentage of owners shall be expressed in terms of both number of properties and land area. The Planning Department shall notify all abutting property owners of the request by first class mail. Tax assessment records shall be used for owner address information. Property owners shall have 30 days to respond. The Planning Department shall give due consideration to any and all street name petitions only after all street naming requirements of this chapter are met. Street names shall not be changed by petition more than once every five years.

The Planning and Zoning Commission shall have the authority to approve all requests to rename streets under this section. Costs and fees associated with renaming of streets, including replacement of existing street signs shall be established by resolution of the city council.

12.06.160 Street name signs

The Public Works Director or their designee is responsible for erecting and maintaining public street signs at street intersections within the boundaries of the City. Property owners are responsible for erecting and maintaining private street signs.

12.06.170 Controversial or disputed street names.

The Planning Department shall have the discretion to refer any disputed street names, addressing issues, or controversial street name changes to the Planning and Zoning Commission or to the City Council for approval or resolution.

12.06.180 Enforcement – Violations.

- A. It shall be unlawful for any person to:
- 1. Erect or install a street name sign not in accordance with this chapter;

2. Remove, alter, change, or deface a street sign or address identification erected or installed as provided herein;

- 3. Place or post addresses not in compliance with this chapter; or
- 4. Place or post an address that is not readily visible from the street.

B. Enforcement procedures and penalties resulting from violations of this

chapter shall be administered pursuant to Chapter 1.08 of the Valdez Municipal Code.
<u>Section 2.</u> This ordinance shall take effect immediately following adoption by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this ______ day of ______, 2021.

CITY OF VALDEZ, ALASKA

ATTEST:

Sharon Scheidt, Mayor

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney Brena, Bell, & Walker, P.C. Adoption: Yeas: Noes: Absent: Abstaining:



Legislation Text

File #: RES 21-0011, Version: 1

ITEM TITLE:

#21-11 - Authorizing the Continuance of the COVID-19 Local Government Disaster Declaration

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution # 21-11

SUMMARY STATEMENT:

The Unified Command administration recommends the continuance of the COVID-19 Local Government Disaster Declaration thru May 7, 2021 to support local COVID-19 vaccine dispensation efforts and robust local testing capabilities. **Unified Command's current plan is not to request renewal of the emergency prior to May 7, 2021 under the following conditions:**

- 1) Vaccination PODS are having continued success.
- 2) Hospital and medical capacity remains strong.
- 3) Testing services and testing supply chains continue to be robust.
- 4) Well established communication lines with various community groups like medical groups and fish processors remain on track.

A presentation will supplement the agenda item at the Tuesday March 16, 2021 meeting.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 21-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE CONTINUANCE OF THE COVID-19 LOCAL GOVERNMENT DISASTER DECLARATION

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of the COVID-19 in Alaska: and

WHEREAS, on March 17, 2020, the City of Valdez declared a local government disaster in preparation of an outbreak of the COVID-19 in the community; and

WHEREAS, while the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Valdez to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and

WHEREAS, AS 26.23.140 allows for the continuation of a local emergency declaration for a period of more than seven (7) days by the consent of the local governing authority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Valdez, Alaska, that:

Section 1. Because of the ongoing nature of the emergency, the declaration of emergency dated March 17, 2020, shall remain in effect until May 7, 2021.

Section 2. The provisions of Chapter 2.80 – Procurement Policy, may be waived until May 7, 2021.

PASSED AND APPROVED this 16th day of March, 2021.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 21-0012, Version: 1

ITEM TITLE:

#21-12 - Amending the 2021 City Budget by Appropriating \$5.5MM of Excess Funds Carried Forward from 2020, and \$10.5MM from Unassigned General Fund Balance, and \$7.7MM of Prior Project Appropriations to Council-Approved Capital and Major Maintenance Projects and Miscellaneous Operating Expenses

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$23.7MM Unencumbered Balance: \$57MM Funding Source: General Fund unassigned balance (\$49MM) and existing reserve funds (8MM)

RECOMMENDATION:

approve

SUMMARY STATEMENT:

- This resolution formalizes the annual projects-budgeting process by revising the recentlyadopted 2021 budget.
 - Providence/Hospital projects are excluded from this agenda item, and are captured in a separate resolution. Hospital projects will have no net impact on City budgets.
- Appropriations and sources of funds are summarized in the "appropriations summary" attachment, and are fully detailed in "attachment A" of the resolution.
 - Funding sources include \$5.5MM of funds carried forward from 2020. A separate analysis of these funds is attached to this agenda item.
- Net "new" funds required totals \$10.5MM, which is \$2.4MM higher than the \$8.2MM presented to Council. See attached "Budget Revision and Fund Balance Summary"
 - The increase reflects the addition of Lowe River Dike Improvements project (\$3.5MM), which was discussed and approved by Council and included in Capital Facilities cost summaries, but was mistakenly omitted in Finance Department's summary figures.
 - All other summarized costs were reduced by approximately \$1.2MM total, which reflects final staff project estimates and up-to-date revisions of existing project

File #: RES 21-0012, Version: 1

balances.

- "construction of designed projects" and "project closures" summary figures are each increased by approximately \$2.5MM, which reflects repurposed "pavement management" project funds. This has no impact on overall totals, as they "net" to zero. Staff's original presentation to Council reflected the "net" figure.
- "available fund balances" summary figures are increased by \$6.6MM, which reflects the "harbor maintenance reserve". This gives Council a more complete view of City funds, though these funds will likely be appropriated to the "H through K" dock work.

CITY OF VALDEZ, ALASKA

RESOLUTION #21-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2021 CITY BUDGET BY APPROPRIATING \$5.5MM OF EXCESS FUNDS CARRIED FORWARD FROM 2020, AND \$10.5MM FROM UNASSIGNED GENERAL FUND BALANCE, AND \$7.7MM OF PRIOR PROJECT APPROPRIATIONS TO COUNCIL-APPROVED CAPITAL AND MAJOR MAINTENANCE PROJECTS MISCELLANEOUS OPERATING EXPENSES

WHEREAS, Council has provided direction to management regarding approved capital and major maintenance projects; and

WHEREAS, Finance staff has made preliminary calculations of funds carried forward from 2020; and

WHEREAS, management has itemized additional funding requests for operations; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2021 City Budget is revised according to Attachment A of this resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of March, 2021.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

					Current	Target	
					Balance	Balance	(repurpose)/add
New	САРІ	STRE Pavement Mgt PH III	310-1115-58000		-	500,000	500,000.00
		BUIL Citywide Wayfinding	310-3500-58000		-	250,000	250,000.00
		SCHO HERM Exterior Upgr Ph II	310-9516-58000		-	500,000	500,000.00
		SCHO HIGH Major Reno	310-9517-58000		-	2,000,000	2,000,000.00
		BUIL SENI Expa	310-9165-58000		-	50,000	50,000.00
	CAPI Tota	al			-	3,300,000	3,300,000.00
	MAIN	WASE Robe River Booster Pump Repl	350-0310-55000	2101	-	500,000	500,000.00
		PARK Shooting Range Impr	350-0310-55000	2102	-	200,000	200,000.00
		PARK Ruth Pond Dredge	350-0310-55000	2109	-	50,000	50,000.00
		PARK Monument Repairs	350-0310-55000	2110	-	45,000	45,000.00
		BUIL CIVI Weatherization	350-0310-55000	2103	-	45,000	45,000.00
		SCHO HERM Cafeteria Floor Repl	350-0310-55000	2104	-	75,000	75,000.00
		BUIL LIBR Restroom Remo	350-0310-55000	2105	-	100,000	100,000.00
		BUIL LIBR Windows	350-0310-55000	2106	-	65,000	65,000.00
		PORT CONT Waterline Impr	350-0310-55000	2107	-	200,000	200,000.00
		BUIL SENI Siding	350-0310-55000	2108	-	350,000	350,000.00
	MAIN To	tal			-	1,630,000	1,630,000.00
New Tota	al				-	4,930,000	4,930,000.00
Add	САРІ	Sewer Force Main Assesment	310-2536-58000		1,413,580	2,413,580	1,000,000.00
		STRE Pavement Mgt Ph II	310-1110-58000		508,453	8,500,000	7,991,547.20
	CAPI Tota	al			1,922,033	10,913,580	8,991,547.20
	MAIN	BUIL City Revitalization	350-0310-55000	2004	100,000	1,200,000	1,100,000.00
		BUIL CIVI Emergency Lighing	350-0310-55000	1803	61,633	150,000	88,367.04
		BUIL Clin Interior Paint	350-0310-55000	2015	25,000	75,000	50,000.00

					Current	Target	
					Balance	Balance	(repurpose)/add
Add	MAIN	BUIL Controls Upgr	350-0310-55000	2010	169,690	600,000	430,309.74
		BUIL DDC Systems and HVAC upgr	350-0310-55000	1719	131,045	250,000	118,955.00
		BUIL Parking Lot Lights Repl	350-0310-55000	2003	229,022	350,000	120,978.00
		BUIL Roof Repairs	350-0310-55000	2012	51,959	800,000	748,041.00
		HRB SBH Elect Vaults	350-0310-55000	2009	75,000	250,000	175,000.00
		PARK Shelter Structual Repa	350-0310-55000	1804	7,183	100,000	92,816.68
		POFI Radio Repeater Repa Upgr	350-0310-55000	2006	74,800	600,000	525,200.23
		PORT Cont Causway	350-0310-55000	2011	13,382	750,000	736,618.00
		PORT VCT Transfer Repair	350-0310-55000	2021	25,675	1,250,000	1,224,325.00
		STRE Mineral Creak Bridge Repa	350-0310-55000	2013	79,342	750,000	670,658.00
	MAIN Tota	al			1,043,731	7,125,000	6,081,268.69
	RESE	FLOO Lowe Dike Maint and Impr	350-0750-55000	409	1,519,069	5,000,000	3,480,930.82
	RESE Total	I			1,519,069	5,000,000	3,480,930.82
Add Total					4,484,833	23,038,580	18,553,746.71
Reduce	САРІ	BUIL KELS Ph II Yellow Buildin	310-6400-58000		153,177	-	(153,176.56)
		Flood Mitigation Project	310-8060-58000		266,333	-	(266,332.71)
		Kelsey Dock Phase II (warehous	312-6400-58200		239,877	10,000	(229,877.09)
	CAPI Total	I			659,386	10,000	(649,386.36)
	MAIN	AIRP Light Repl	350-0310-55000	2001	75,141	25,000	(50,141.00)
		AIRPORT Tenant Garage Exhaust	350-0310-55000	2007	56,892	10,000	(46,892.00)
		Hazmat Testing-various buildings	350-0310-55000	1611	211,911	100,000	(111,911.32)
		PORT Kels Decking Repl	350-0310-55000	1904	86,017	15,000	(71,017.20)
		SCHO HERM Generator Repl	350-0310-55000	1807	328,090	250,000	(78,090.00)
		SCHO HERM Water Repl	350-0310-55000	1809	2,000,000	675,000	(1,325,000.00)

					Current Balance	Target Balance	(repurpose)/add
Reduce	MAIN	SCHO HIGH Generator Repl	350-0310-55000	1808	484,483	300,000	(184,483.38)
		SCHO HIGH Water Repl	350-0310-55000	1810	1,500,000	675,000	(825,000.00)
	MAIN Tota	al			4,742,535	2,050,000	(2,692,534.90)
Reduce T	otal				5,401,921	2,060,000	(3,341,921.26)
Close	САРІ	Airport Industrial Subd WaterS	310-8190-58000		150,000		(150,000.00)
Close	CAPI	Airport plumbing and restroom	310-8190-58000		7,224	-	(130,000.00)
		BUIL KELS Ph II Parks Storage	310-9513-58000		404,477	-	(404,476.86)
		City Contribution Exp	312-6400-58000		31,496	-	(31,496.23)
		East Pioneer Reconstruction	310-1140-58000		40,000	-	(40,000.00)
		Egan Drive Beautification	310-1150-58000		9,018	-	(9,018.23)
		HARB Fuel Float Feasability St	310-6061-58000		43,450	-	(43,450.00)
		, HHES Exterior Upgrade	310-9509-58000		2,227	-	(2,226.69)
		Meyring Park (north) Upgrades	310-5520-58000		40,000	-	(39,999.50)
		MKG Medical Clinic Backup Gene	310-9310-58000		15,150	-	(15,150.00)
		PARK Pavement Maint	310-1300-58000		260,731	-	(260,731.06)
		PORT CONT LED Light Upgr	310-6800-58000		2,000	-	(2,000.00)
		STRE Pavement Mgt PH I	310-1100-58000		2,971,473	-	(2,971,472.59)
		Whalen Ave Improvements	310-8165-58000		1,769	-	(1,769.00)
	CAPI Total	I			3,979,014	-	(3,979,014.22)
	MAIN	AIRP Office Remodel	350-0310-55000	1816	3,567	-	(3,566.60)
		Airport HVAC Upgrades	350-0310-55000	1801	10,955	-	(10,954.71)
		BUIL Bale Overhead Door Repl	350-0310-55000	1903	2,314	-	(2,314.00)
		BUIL CITY Office Remodel	350-0310-55000	1815	32,167	-	(32,167.00)
		BUIL CIVI Stage Repairs & Refinishing	350-0310-55000	1718	1,000	-	(1,000.00)
		City Buildings Exterior Caulking	350-0310-55000	1907	52,970	-	(52,969.52)

					Current Balance	Target Balance	(repurpose)/add
Close	MAIN	Fire Station I- Berthing Quarters (design)	350-0310-55000	1605	25,921	-	(25,921.29)
		HHES Underground Fuel tank Replacement	350-0310-55000	1601	21,344	-	(21,343.86)
		Kelsey Dock Security Cameras	350-0310-55000	1709	15,000	-	(15,000.00)
		Library-Repair and Repaint Walls	350-0310-55000	1604	1,559	-	(1,559.37)
		PORT CONT Electrical Inspection, Maint, Repa	350-0310-55000	1715	78,143	-	(78,142.64)
		SBH-Walk/Concrete/Fence Replacement	350-0310-55000	1609	150,000	-	(150,000.00)
		STRE W Klutina Repave, Gutter and Sidewalk Repl	350-0310-55000	1714	135	-	(135.20)
	MAIN Tota	l			395,074	-	(395,074.19)
Close Tot	al				4,374,088	-	(4,374,088.41)
Grand To	tal				14,260,843	30,028,580	15,767,737.04

	Ν	Ion-Project Appro	opriations		
<u>Fund</u>	Name	department	<u>code</u>	amount	notes
	contractual				
General	services	engineering	001-5780-43400	100,000.00	Rydor property access study
	professional	human			specific corrective action from OSHA audits;
General	services	resources	001-5150-43200	35,000.00	related citywide safety plans
					third-party operator for shooting range;
					recommendation from Parks Commission was after
		parks			2021 budgets adoption, and is planned for summer
General	contracts	maintenance	001-6500-43400	15,000.00	2021
					department has been understaffed through mid-Feb;
					comptroller is able to resume regular schedule mid-
					march
					staff anticipated filling the vacancy earlier when
General	overtime	finance	001-5200-41200	10,000.00	compiling 2020 budgets
	connections to				New applicant approved by Council;
General	care	CSOs	001-0865-48600	8,500.00	mistakenly omitted from final budget ledgers
					parks program approved in 2020 but not implemented;
					approved again fro 2021 but not mistakenly omitted
General	dual-credit	education	001-0100-48610	5,952.00	from adopted "dual-credit" program costs
Ocheral		cuddation	001 0100 40010	5,552.00	copier maintenance (not lease) costs;
					leases are consolidated within IT department;
General	printing	fire	001-3200-45500	3,000.00	maintenance costs are booked to each deptarment
				177,452.00	Total General Fund

Attachment A: Non-project and Transfer Appropriations

	Non-Project Appropriations							
<u>Fund</u>	Name	<u>department</u>	<u>code</u>	amount	notes			
	Land		350-8000-55000		Transfer land use reserve funds for planning			
Reserve	Development	planning	Activity 582	(100,000.00)	department study			
					correct re-calculation of multi-year replacement			
Reserve	tech reserve	IT	350-5050-55000	63,000.00	schedule			
Reserve	major equipment	fire	350-0400-58000	52,000.00	EMS equipment; ambulance power load systems (2)			
		parks and						
Reserve	major equipment	recreation	350-0400-58000	20,000.00	portable ice rink and storage			
Reserve	tech reserve	IT	350-5050-55000	19,000.00	revised staff tech needs and state cost-shifting			
		building						
Reserve	major equipment	maintenance	350-0400-58000	15,000.00	snow scale for building maintenance			
					for book basket proceeds and donations;			
					new account, call it Library Book Auction and			
Reserve	Library reserve	library	350-6100-55000	5,158.00	Donations			
				74,158.00	Total Reserve Fund			
				251,610.00	Total New funding for non-project requests			
	-	Transfer Approp	oriations					
General	transfer out		001-0050-49125	(7,653,146.62)				
Capital	transfer in		310-0050-39100	7,653,146.62	Net new funds for Capital projects			
General	transfer out		001-0050-49140	(8,178,748.42)	Net new funds for Major Maintenance and other			
Reserve	transfer in		350-0050-39100	8,178,748.42	Reserves			

Attachment A: Non-project and Transfer Appropriations

Budget Revision and Fund Balance Summary

Funding Recommendations	Preliminary	Final
new project design	(5,035,000)	(4,930,000)
additional funds for pending designs	(312,000)	(92,817)
construction of designed projects	(12,524,000)	(14,979,999)
flood mitigation projects	_	(3,480,931)
Total Project Funding Recommendations	(17,871,000)	(23,483,747)
non-project requests	(428,000)	(351,610)
Total Funding Requests	(18,299,000)	(23,835,357)
Funding Sources		
reductions to existing project budgets	2,800,000	3,112,044
project closures	1,850,000	4,613,966
reductions to non-project reserves		100,000
2020 carry forward	5,473,000	5,499,549
Sub-total funding sources	10,123,000	13,325,559
additional funds needed	(8,176,000)	<u>(10,509,798)</u>

available fund balances	
general fund	35,000,000
major equipment reserve	3,000,000
harbor maintenace	6,600,000
other misc reserve	1,800,000
airport	963,333
port	2,223,333
harbor	1,650,667
utility	2,030,667
VHIA	2,800,000
	56,068,000

2020-2021 Carry Forward Analysis



Expenses Under-Budget by Department

Community Development	\$ 418,480	Law Enforcement	134,659
Solid Waste	387,408	Information Services	90,319
Law	381,320	City Council	89,376
Parks & Recreation	324,689	Building Maintenance	88,879
Economic Development	281,079	Library	86,266
Fire/EMS	239,267	Human Resources	80,412
Administration	233,506	Animal Control	64,755
Jail	229,347	City Clerk	44,935
Maintenance Shop/Streets	185,222	Park Maintenance	36,696
Civic Center	178,110	Finance	29,452
Engineering Department	141,253	Education	3,322
		Insurance Dept	1,068



Staff Notes regarding Parks and Recreation non-project requests:

PWSC Dual-Credit program

- Valdez Eco-Stewardship Program funding was approved in the Recreation budget 2021
- PWSC Dual-Credit came before Council prior to the Recreation budget. Staff decided from Council recommendation in 2020, to include this funding for credits during the carry forward budget process.
- \$5,952.00 is for three credits, for eight high school students upon completion of the program and PWSC requirements

Contract PM Shooting Range RFQ

- PRCS Director will be soliciting an RFQ for a third party to operate the shooting range based upon recommendation from shooting range consultant's visit in the fall of 2020.
- The shooting range consultant visit was delayed due to COVID and was moved to the fall, and the request was not able to be included in the 2021 budget request.

Ice Rink

• Request for a portable ice rink and storage solution

Portable Ice Rink







SSR

Snow Scale SSR is a measuring device for automatic and continuous detection of the snow load on flat roofs.







Properties and benefits

- Automatic measurement of snow load on roofs
- Individual alarm features
- Increase of building protection
- Simple and easy installation and setup
- No influence to the roof structure
- » No flow retention because of perforated plates
- >> Light operating weight
- Low maintenance requirement

General

Description

The SSR Snow Scale is a measuring device which has been developed for measuring the snow load on roofs. The SSR is the result of years of research for this purpose of measurement. Especially the changes in the norm of snow load in EU and the increase of snow amount during the last years had been the reasons for Fa. Sommer to develop a new system for snow load measur-

Function

The measurement principle of the SSR is based on the measuring principle of load cells. The scale consists of seven perforated plates. The actual measurement process takes place on the center panel, while the six surrounding plates work as a calming zone. The system allows accurate measurement even during periods of rapid snow settlement following large snow accumulations. The large size of the measuring surface increase sthe reliability of measured values. Aditionally the low opertation weight allows the use on roofs with low ultimate load. ment on roofs. The snow scale SSR provides the opportunity for direct monitoring of the current amount of snow. Therefore the snow scale is a perfect decision guidance in load case and makes a big contribution to the area of building security.



Figure 1: Snow Scale SSR

Installation and set up

The snow scale is easy and simple to install on flat roofs. First, a protective mat is designed and on this the included linkage positioned. The weight sensor is placed in the middle of the frame. The six calming plates and the central plate are screwed on the frame. Then the fitting panel attached to the plates and loaded with weights. Now it's possible to connect the snow scale with the house system and to define the limits.



Figure 2: Possible variations to install the snow scale SSR on flat roofs

Alerting

In additon, Sommer Mess-Systemtechnik offers a suitable alerting and datalogger system. Customized solution can be implemented practice-oriented. The alerting systems range from simple acoustic and visual alarms

up to very complex online data services with alerting over SMS, E-Mail or call.



Figure 3: Individual alarming possibility

Sommer Mess-Systemtechnik offers not only individual alerting systems but also interesting possibilities for on-

line data management and visualization. We will be happy to give advise!



Figure 4: System drawing alarm inclusive online service

Technical Data

.

2800 x 2400 x 103 mm		
11 - 30 VDC		
max. 100 mA		
IP 68		
- 40 + 80 °C		
5°		
4 - 20 mA		
0 - 200 kg/m²		
0 - 500 kg/m²		
0 - 1.000 kg/m²		
0.1 kg/m² (*)		
0.3 % (*)		
6.72 m²		
110 kg (16.37 kg/m²)		
Cable		
Mounting plate		
Alerting system		
Data recording system		
L = 120		
W = 80		
H = 100		
Weight: about 130 kg		
L = 320		
Ø = 25 Weight: about 42 kg		

Power-LOAD[®] cot compatibility

The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT and Performance-PRO XT. Power-LOAD and Power-PRO XT with X-Restraints meet dynamic crash test standards for occupant safety* and will automatically charge the Power-PRO XT SMRT battery.



Performance-PRO XT



Power-PRO IT

100%

Power-PRO X1

reduction in cot related injuries saved one service $$545,500 \text{ in } 4.5 \text{ years.}^4$

99%

of those surveyed agree our Powered System has made their job easier.⁵



cost of a typical strain injury $($33,140 \text{ direct and } $36,454 \text{ indirect costs})^6$

Specifications

Model Number	6390
Length	
Overall length	95 in. (241 cm)
Minimum length	89.5 in. (228 cm)
Width	24.5 in. (62 cm)
Weight	
Total weight	211.5 lb (96.5 kg)
Floor plate assembly	16.5 lb (7.5 kg)
Anchor assembly	23 lb (10.5 kg)
Transfer assembly	67 lb (30.5 kg)
Trolley assembly	105 lb (48 kg)
Maximum weight capacity*	700 lb (318 kg)
Minimum operator required	
Occupied cot	2
Unoccupied cot	1
Recommended loading heigh	22 in to 36 in (56 cm to 91 cm)
Battery	12VCD, 5 Ah lead acid battery (6390-001-468)

Stryker reserves the right to change specifications without notice.

Warranty

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds

Extended warranties available.

7-year service life. Maintenance agreements are available for service beyond its expected service life.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Flex Financial, Performance-PRO, Power-LOAD, Power-PRO, ProCare, Stryker**. All other trademarks are trademarks of their respective owners or holder.

*Maximum weight capacity represents patient weight and accessories. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

The Power-LOAD Cot Fastener System is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

1. Sanders, Mick J. (2011) Mosby's Paramedic Textbook (4th ed., p. 36)

- 2. Please contract your sales representative to see if you qualify for the EMS Guarantee.
- 3. Subject to the terms and conditions of EMS proven to save guarantee agreement.

4.Reference: Stryker (2018). EMSStat – Norman Regional Health System Case Study (Case Study on Power-PRO XT cots and Power-LOAD cot fastening systems). Retrieved from: http://ems.stryker.com

5 Reference: Stryker. (2012). Superior Ambulance Case Study [Case Study on Power-PRO XT cots]. Retrieved from: http://ems.stryker.com 6. https://www.osha.gov/dcsp/smallbusiness/safetypays/estimator.html. As of August 1, 2018 with a 3% profit margin for strain.

Technical support

Our Technical Support comprises a team of professionals available to help with your Performance-LOAD needs. Contact via phone at 1 800 STRYKER or email at medicaltechnicalsupport@ stryker.com

Stryker's ProCare Services

When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running.

Imagine having someone dedicated to managing your equipment, who truly understands the intricacies of EMS and can anticipate your needs before an issue even arises. We'll make sure your lifesaving devices and back-saving equipment is ready when you need it. With ProCare Service, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives.

All ProCare plans include:

- Stryker original equipment manufacturer parts
- Labor and travel expenses.
- Unlimited repairs to restore equipment to manufacturer specifications
- Responsive support from your field service representative
- Option to include preventive maintenance inspections
- Option to include battery service and replacement

Flex Financial Program

Our financial programs provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase with payment structures that can be customized to meet budgetary needs and help to build long-term financial stability. Contact your account manager for more information.

3800 E. Centre Avenue Portage, MI 49002 USA t: 269 329 2100 toll free: 800 327 0770

www.ems.stryker.com



Power-LOAD[®] powered fastener system





Reduce the risk

of injuries when loading and unloading cots

Being an EMS worker is a demanding job, both physically and emotionally. The repetition of loading and unloading cots in and out of an ambulance day after day can take its toll on the body.

1 in 4

EMS workers suffer from a career-ending back injury within the first four years of employment.¹

Proven to save guarantee²³

ביישעל ווי

100% reduction in missed safety hooks

At Stryker we stand behind our products. For qualifying purchasers², upon standardization, Stryker offers a program that guarantees at least a **50% reduction** in cot-related injuries pertaining to raising, lowering, loading and unloading cots and **100% reduction** in missed safety hooks while unloading cots with the Power-PRO and Power-LOAD in full power operation. If not, Stryker will refund the price paid for the Power-PRO cots and Power-LOAD cot fastening systems.³

50[%] reduction in cot related injuries

Safe

- Dynamically crash tested with the Power-PRO XT cot to meet AS/NZS-4535, BS EN-1789 and SAE J3027, improving caregiver safety in the back of the ambulance.
- Helps minimize patient drops by supporting the cot until its wheels are on the ground.

Durable

- Ergonomically designed to help reduce caregiver injuries, Power-LOAD lifts patients weighing up to 700 pounds.
- Power-LOAD and Power-PRO have been rigorously tested as a system to be reliable throughout the life of the products.

Easy to Use

- Inductively charges your Power-PRO cot SMRT battery when in the transport position.
- Improved guided load and unloaded functionality eliminate the need to steer the cot into and out of the ambulance.
- Wirelessly communicates with your Power-PRO cot to control cot functionality when loading and unloading.

stryker

Ada County Paramedics

Stryker's Powered System Brings Injury Reduction and Improved Patient Handling



Power-PRO[™] XT Cot & Power-LOAD® Fastening System

When Shawn Rayne, Deputy Director for the Ada County Paramedics considered the current status quo, he found a few things to be alarming. The average tenure had decreased to around eight years, and back injuries continued to be a key contributor to that reduction.

"We want people to retire from here without the life-long effects of a back injury, and every time a patient is lifted, there is a small toll taken on the back."

Shawn and the Ada County team began to re-evaluate their current fleet of Ferno 93H and 93P cots and consider different lift assisting options in EMS that would better serve their patients and providers. 2010 through 2013 saw injury rates of 17, 18, 11, and 14 respectively, and Ada County was ready to look at options that could improve these yearly statistics.

Making strides towards injury reduction

In 2014, the research and consideration for new products had come to completion. Ada County began the process of outfitting their rigs with the Stryker EMS Powered System (Power-PRO[™] XT cots and Power-LOAD® cot fasteners). The change was strongly influenced by the interest in improving their employee's well-being and finding ways to best serve their large population in Idaho's Treasure Valley. The team considered multiple options, and in the end determined the Stryker Powered System of equipment would be best in serving their demographic of patients both large and small.

Proven innovation that brings tangible results

Ada County decreased their back injuries from a peak of 10 in 2010 to ZERO in 2014 and 2015 with the assistance of the Power- LOAD cot fastening system and Power-PRO XT cot. This is a reduction that they are proud to provide to their employees.

Keeping a crew of 105 full-time employees healthy is a tall task and one that the Ada County team focuses on each and every day. The service handles a large volume of calls in the highly populated Treasure Valley area and needs employees that are healthy and engaged to keep up with the high demand for care.

Having 13% of their employees experience on the job injuries in 2013 brought a need for action and one that has had a positive impact on the Ada County team1.

"The investment was worth the reward; and the community has been affected in a positive way through the improved patient handling during loading and unloading."

Ada County was initially attracted to the design and function of the Power-PRO XT and Power-LOAD, but has since become increasingly attracted to the injury reduction and cost savings that the products have provided them.

"These Stryker products are now used in our recruitment efforts and advertising for our service. We believe these to be a positive differentiation point for Ada County."

Ada County now sports a full line of Stryker EMS equipment that supports them through all points of the call. Their Stair-PRO chairs assist in the processes involved in going up and down the stairs and extracting patients from facilities, while their powered cots and fasteners dramatically improve the raising and lowering and loading and unloading of patients.

Mkt Lit-1153 10 JUL 2015 Rev A.0 Copyright© 2015 Stryker





Ada County Paramedics





Power and Ergonomics that Provide Benefits

Ada County Paramedics realized many of the primary benefits of the Stryker Power-PRO and Power-LOAD including:

- Substantial reduction in patient handling-related injuries
- Improved safety during loading and unloading processes
- Increased productivity by reducing lost and modified days

Improved dynamic crash safety aligning with changing industry requirements

Improvements for EMS Patients

When considering the effects that the Stryker EMS products have had on patients during transport, a few standout thoughts come to mind. Shawn Rayne shared that "Patients have continuously referenced a more comfortable transport environment on these cots and loading systems."

"We believe that this system eliminates multiple lifts from the equation. That goes a long way in our industry and can work to extend our employees careers significantly."

In an industry with a growing obese population, Power-LOAD provides a safe working load of 870 lbs. A 700 lb. patient). The strength of this equipment allows a decreased need to request backup for large patients and truly makes a difference in handling patients of all sizes.

"In 2015 we've experienced ZERO patient drops, and we attribute that largely to the safety mechanisms put into place on both the Power-PRO and Power-LOAD devices."

The team at Ada County has confidence that their investment in safety and improved equipment is one that provides them a return on investment each and every day.

When Deputy Director, Shawn Rayne was asked if he would recommend other services invest in the Stryker Power-PRO XT and Power-LOAD, his simple response was "Absolutely."

Contact your Stryker EMS Account Manager for more information on this important field research.



Powered System Power-PRO XT & Power-LOAD

Clinical Benefits Zero Lifting Battery Management Guided Load/Unload Modular System Crash Rated Powered Bariatric Solution (XPS)

References

1. Power-PRO XT and Power-LOAD implemented in 2014

2. Power-LOAD only

3. NAEMT. "NAEMT. Four in Five Medics Injured on the Job." EMSWorld.com. Perry, Nancy. 19 Nov. 2005. EMS World. 10 Sept. 2012. http://www.emsworld.com/article/10323499/naemt-four-in-five-medics-injured-on-the-job.

4. Bureau of Labor Statistics, U.S. Department of Labor. "EMTs and Paramedics." Occupational Outlook Handbook, 2012-2013 Edition. 29 March 2012. Web. ">http://www.bls.gov/ooh/healthcare/emts-and-paramedics.htm#tab-3>.

5. Bureau of Labor Statistics, U.S. Department of Labor. "Firefighters." Occupational Outlook Handbook, 2012-2013 Edition. 11 July 2012. Web. http://www.bls.gov/ooh/protective-service/firefighters.htm#tab-3.

 Liberty Mutual Research Institute for Safety. 2011 Liberty Mutual Workplace Safety Index. 2011.
www.libertymutual.com>.



Legislation Text

File #: RES 21-0013, Version: 1

ITEM TITLE:

#21-13 - Amending the 2021 City Budget by Appropriating \$295,000 for New Providence Valdez Medical Center Projects, Closing \$1,524,050 in Previously-Appropriated Projects, Transferring \$1,046,000 to General Fund, and Remitting \$183,050 in Excess Funds to Providence Valdez Medical Center

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$478,050 Unencumbered Balance: \$1,524,050 Funding Source: Providence Major Maintenance Reserve

RECOMMENDATION:

approve

SUMMARY STATEMENT:

- This resolution appropriates funds to new PVMC projects which will be managed by City staff
- It also reconciles previously-appropriated funds, remitting excess funds to PVMC, and transferring City-provided funds back to General Fund.
- Attachment A lists project and funding details

CITY OF VALDEZ, ALASKA

RESOLUTION #21-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2021 CITY BUDGET BY APPROPRIATING \$295,000 FOR NEW PROVIDENCE VALDEZ MEDICAL CENTER PROJECTS, CLOSING \$1,524,050 IN PREVIOUSLY-APPROPRIATED PROJECTS, TRANSFERRING \$1,046,000 TO GENERAL FUND, AND REMITTING \$183,050 IN EXCESS FUNDS TO PROVIDENCE VALDEZ MEDICAL CENTER.

WHEREAS, Council has provided direction to management regarding approved capital and major maintenance projects; and

WHEREAS, The City carries dedicated funds for Providence Valdez Medical Center (PVMC) projects on its books; and

WHEREAS, the City periodically invoices PVMC for hospital-related projects; and

WHEREAS, the City will periodically remit excess project funds to PVMC to reconcile project-funding schedules;

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2021 City Budget is revised according to Attachment A of this resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of March, 2021.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Attachment A: PVMC Projects

new	account code	activity code	<u>balance</u>	target	needed
PROV Hospital Masterplan	315-0310-58000	9198	-	250,000	250,000
PROV Dietary Oven Repl	315-0310-55000	2111	-	45,000	45,000
TOTAL NEW FUNDS					295,000
close					
PROV door stops & fire door	315-0310-55000	1622	75,000	-	(75,000)
PROV Transfer Switch Repl	315-0310-55000	2019	200,000	-	(200,000)
Hospital - Culvert at Truck Delivery Drive	315-0310-55000	1626	100,000	-	(100,000)
Hospital - Panic Bar Upgrade	315-0310-55000	1625	60,000	-	(60,000)
Hospital Duct Above Server Room	315-0310-55000	1624	42,770	-	(42,770)
Hospital Electrical Line Conditioner	315-0310-55000	1503	280	-	(280)
TOTAL CLOSED PROJECTS					(478,050)
Contributions to PVMC	315-0310-59000				(183,050)
close					
PROV Xray Repl	315-0310-55000	2020	1,046,000	-	(1,046,000)
Transfer to General Fund	310-0050-49100				(1,046,000)
Transfer from Capital	001-0050-39125				1,046,000



Legislation Text

File #: 21-0161, Version: 1

ITEM TITLE:

City of Valdez Newsletter Update

SUBMITTED BY: Roxanne Murphy, Assistant City Manager

FISCAL NOTES:

Expenditure Required: \$3,204.47 initially and \$2,100 annually Unencumbered Balance: Click here to enter text. Funding Source: Information Technology Budget

RECOMMENDATION:

Council can provide any questions or feedback about the newsletter plan.

SUMMARY STATEMENT:

As a first step forward to advance a more formal communications plan, Administration will be launching an e-mail City of Valdez newsletter, likely in mid-April. Topics for the newsletter will include news regarding City Council approvals, Administration, department updates, COVID-19 information, outreach about events, projects and community involvement, and other topics of interest between our government and the community. The newsletter will be managed by Roxanne Murphy, who can respond to questions and will continue to update the City Council via reports regarding this initiative and overall communications planning. A plan for the newsletter is attached for City Council's consideration.



City of Valdez Newsletter Plan Prepared by Roxanne Murphy, Assistant City Manager Last Updated March 9, 2021

Purpose

Valdez community members, the Valdez City Council and others have expressed a desire for the city to improve community outreach. This plan aims to address this need in an ongoing way, with the hope of gaining community support and involvement. The newsletter will be instrumental in gathering statistical information regarding what community members will select to read, and informal surveys and the like will be included, to inform a communications plan regarding what community members want to know from the city and how they would like to receive this information.

Audience

The primary audience for these endeavors are any City of Valdez residents. Other key audiences that the newsletter efforts will support include the Valdez City Council, Administration and Staff.

Timeline

Planning for the newsletter and outreach about it will occur through March and the newsletter will likely start to be published in mid-April.

Message

The primary messages will include updates regarding current topics and endeavors including Valdez City Council decisions, upcoming events, and the current work of Administration and City of Valdez Departments.

Channels of Communication

The initial tactic to improve this outreach will be a bi-weekly online newsletter that community members can opt in and out of electronically. Community members will be able to simply sign up for the newsletter in the same place on our city website where they can opt in for text messages and updates from other Valdez departments or programs. This will be an opportunity to provide outreach about all such Valdez subscription opportunities. This newsletter will be a tested prototype that would continue if successful.

Newsletter Management

The newsletter manager and editor will be Roxanne Murphy, who will partner with staff to create and publish stories and also serve as an ombudsman for any community questions or comments. As a backup, Executive Assistant Brianne Skilbred will be trained on how to manage and publish the newsletter. Mark Detter and Brianne will offer final reviews before the newsletter is published.



Resources

Information Technology has helped with purchasing the online service for this newsletter within their department 2021 department funding and convened training for staff regarding how to use the service. The service expense was \$3,204 for initial setup and training, and it will cost \$2,100 annually thereafter. The service will help any other city department that wants to create a newsletter, and all archives will be stored within the City of Valdez website, and be within our city's document retention protocols.

The primary resources for this service will be city staff and key decisions from the City Council. Another consistent resource will be the regular Directors Meetings and meeting minutes that are sent to all staff will be turned into stories or updates through the newsletter. The newsletter will also benefit outreach regarding events, projects, and community involvement opportunities, along with other topics of interest between our government and the community.

Benefits

Community members have expressed that they miss having a community newspaper. This newsletter will focus on at least creating news about what's going on with within the Valdez municipality.

The newsletter will create another way to get the word out about anything the government needs to communicate about.

Very rarely does the city celebrate key decisions, major accomplishments or milestones and the newsletter will help with announcing such information.

It can also be a benefit during the current pandemic.

The service the city has purchased for the newsletter will provide great statistics about what readers choose to view. That information will be used to improve the newsletter in an ongoing way, and this will help with understanding what the overall City of Valdez should be communicating more about. This information will be instrumental to create and overall communications plan.

The newsletter will also help push out emergency information or newsflashes that need immediate attention.

Obstacles

It will likely be a challenge to get the word out to our community about this newsletter, but the hope is that if the content is informative enough that community members will eventually encourage one another to sign up for the newsletter.

It may be a challenge to have content every other week, but there is a story to be told within just about every department and initiative, and matters that we need to remind the community about. Some weeks may just include fewer headlines. The publishing frequency of the newsletter will be reviewed in an ongoing way.

Another challenge is that there are members of our community who do not have internet access or email. Printed copies of the newsletter will be available at the Front Desk of City Hall for anyone who does not have internet access.



To not compete with the KVAK weekly e-mail sent on Mondays, the City of Valdez newsletter will be emailed any other day of the week.

There will likely be community members who have questions, and Roxanne will serve as an ombudsman to respond to questions where appropriate, or send the questions or thoughts to the respective departments and staff.

Roxanne will also reach out regularly to departments and staff to seek reviews for newsletter content, and it will be conveyed that directors and any other staff should keep an eye out for such requests and the importance of providing edits and approvals. It will be a challenge for staff to respond to such outreach, but this could also become an opportunity to consistently improve the relationship between city staff and our community.

Planning for the newsletter and outreach will continually be carefully coordinated with Allie Ferko and her Public Information Officer responsibilities to ensure that the newsletter will not usurp PIO efforts, and will be another way to create outreach about PIO updates and efforts.

In keeping with municipal protocol, the newsletter will not be directly involved with municipal elections or the like, but it could include things like reminders to vote, how to vote and if requested or pertinent, the results of local elections. Other newsletter content guidelines will be developed and published.

Media Partnership and Initial Newsletter Rollout

Administration will work with the Clerk's Office to publish a news release about the newsletter, and will partner with KVAK and KCHU to create advertising to announce the rollout of it. A flyer announcing the newsletter will be posted around Valdez, information about it will be announced via City of Valdez social media and during City Council meetings. Outreach about it will also go to every City of Valdez board, commission and be sent to the business contact list managed by Economic Development. The outreach will include that printed copies of the newsletter can be picked up at the Front Desk of City Hall.

Evaluation Considerations

Newsletter data will be used to improve the stories and the prioritization of them from the top to the bottom of the newsletter. Roxanne will be listed as the contact for any feedback about the newsletter, anytime community members want to provide it. Newsletter surveys and the like will help with gauging effectiveness, continuing service delivery and how community members want to receive news or updates. Administration will also routinely ask community members, boards or commissions if they have any feedback about the newsletter. Reports will be provided to the Valdez City Council about readership and any effectiveness of the newsletter. If the newsletter proves to be less or ineffective, it will be ensured that newsletter would come to an end, as needed.



Legislation Text

File #: 21-0166, Version: 1

ITEM TITLE: Comprehensive Plan Update

SUBMITTED BY: Roxanne Murphy, Assistant City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Report Only.

SUMMARY STATEMENT:

The attached report provides an overview of the process to further develop the City of Valdez Comprehensive Plan.


Comprehensive Plan Update Report Prepared by Roxanne Murphy, Assistant City Manager

The Comprehensive Plan development process is continuing. The goal of the contractor is to deliver a draft of the Comprehensive Plan by the end of April. The work to develop the draft will include proper consultation and chapter reviews between the contractor, city staff, the Comprehensive Plan Advisory Committee (CPAC), and the Planning and Zoning Commission.

Once the draft plan has been finalized, the contactor and city staff will work to convene a joint meeting of the City Council and the Planning and Zoning Commission to review and discuss the draft at the end of April.

The contractor will implement changes to the draft plan following the City Council and Planning and Zoning Committee discussion. Additional contractor work will include developing appendices for the plan and a community outreach plan to gather Valdez community input about the plan. Final consideration and feedback about the draft plan, including feedback from the Valdez community, will likely occur between June and July. The goal is to have the final plan for the Planning and Zoning Commission and the City Council in August or September for hopeful adoption.

These timelines are subject to change due to any possible extenuating circumstances and staff will apprise the City Council of changes to the schedule, along with providing additional information about the Comprehensive Plan development and the community outreach processes.



Legislation Text

File #: 21-0162, Version: 1

ITEM TITLE: Quarterly Financial Statements: December 31, 2020 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:

Quarterly un-audited internal financial statements

These show budget to actual performance and fund balances for year-end 2020

FINANCIAL SUMMARY AS OF 12/31/2020



Prepared By:Brian Carlson, Finance DirectorContact:bcarlson@valdezak.gov

(907) 834-3475

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	ADOPTED	REVISED	BUDGET	YTD	YTD TO	
	BUDGET	BUDGET	CHANGE	ACTUAL	BUDGET	NOTES
GENERAL FUND SUMMARY						
BEGINNING FUND BALANCE	50,155,138	50,155,138	-	50,155,138		
REVENUE	47,599,550	47,611,252	11,702	49,513,967	104.0%	
EXPENSE	40,883,796	41,261,140	377,344	36,886,725	89.4%	
NET REVENUE (EXPENSE)	6,715,754	6,350,112	(365,642)	12,627,242		
TRANSFERS IN	-	333,669	333,669	333,669	100.0%	
TRANSFERS OUT	8,844,922	13,938,085	5,093,162	13,938,085	100.0%	
NET TRANSFERS IN (OUT)	(8,844,922)	(13,604,416)	(4,759,493)	(13,604,416)		
ENDING FUND BALANCE	48,025,969	42,900,834	(5,125,135)	<u>49,177,964</u>		
GENERAL FUND DETAIL						
REVENUE						
TAXES	44,494,300	44,494,300	-	45,119,003	101.4%	
STATE SHARED	277,300	277,300	-	1,500,199	541.0%	1
PILT	737,800	737,800	-	793,354	107.5%	2
INTEREST	1,051,500	1,051,500	-	604,939	57.5%	3
SERV CHARGES & SALES	424,900	424,920	20	306,727	72.2%	4
FED & STATE GRANTS	387,800	392,800	5,000	418,250	106.5%	
UTILITIES	151,200	151,200	-	119,705	79.2%	5
LICENSES & PERMITS	13,600	13,600	-	3,590	26.4%	6
MISC	6,750	6,750	-	607,032	8993.1%	7
RECREATION	33,300	33,300	-	28,710	86.2%	
FINES & FORFEITURES	21,100	27,782	6,682	12,459	<u>44.8</u> %	8
TOTAL REVENUE	47,599,550	47,611,252	11,702	49,513,967	104.0%	
TRANSFERS IN		333,669	333,669	333,669	100.0%	
TOTAL REVENUES & TRANSFERS IN	47,599,550	47,944,921	345,371	49,847,636	104.0%	
GENERAL FUND DETAIL, CONT'D						
DEPT EXPENSE						
ADMINISTRATION	964,000	980,500	16,500	738,010	75.3%	
ANIMAL CONTROL	516,426	529,926	13,500	462,118	87.2%	
BUILDING MAINT	1,940,647	1,956,647	16,000	1,828,406	93.4%	
CITY CLERK	678,669	705,669	27,000	654,992	92.8%	
CITY COUNCIL	350,250	351,250	1,000	255,598	72.8%	
CIVIC CENTER	884,339	836,339	(48,000)	651,356	77.9%	
COMMUNITY DEVEL	1,943,651	1,879,651	(64,000)	1,258,789	67.0%	
ECON DEVEL	835,611	810,611	(25,000)	504,254	62.2%	

	ADOPTED	REVISED	BUDGET	YTD	YTD TO	
	BUDGET	BUDGET	CHANGE	<u>ACTUAL</u>	<u>BUDGET</u>	<u>NOTES</u>
ENGINEERING	1,309,348	1,341,848	32,500	1,100,721	82.0%	
FINANCE	1,024,434	1,024,434	-	972,655	94.9%	
FIRE	2,234,144	2,282,144	48,000	2,026,172	88.8%	
HOSPITAL	170,000	170,000	-	170,000	100.0%	
HUMAN RESOURCES	389,673	391,673	2,000	308,648	78.8%	
INFORMATION TECH	1,155,163	1,133,163	(22,000)	1,036,230	91.4%	
INSURANCE	343,000	343,000	-	341,932	99.7%	
LAW	1,650,000	1,650,000	-	1,268,680	76.9%	
LAW ENFORCEMENT	2,391,653	2,369,153	(22,500)	2,212,704	93.4%	
LIBRARY	661,419	676,419	15,000	585,493	86.6%	
PARKS & REC	1,241,130	1,280,735	39,605	945,603	73.8%	
PARKS MAINT	849,547	851,047	1,500	809,620	95.1%	
PUB SAFETY SUPPORT	1,524,475	1,555,475	31,000	1,314,842	84.5%	
SOLID WASTE	2,039,798	2,197,798	158,000	1,729,492	78.7%	
STREET/SHOP	2,495,286	2,544,286	49,000	2,314,363	<u>91.0</u> %	
TOTAL DEPT EXPENSES	27,592,665	27,861,770	269,105	23,490,677	84.3%	9
SUPPORT EXPENSES						
EDUCATION	10,612,843	10,612,843	-	10,612,843	100.0%	
COMMUNITY SVC ORGS	2,678,288	2,786,527	108,239	2,783,205	<u>99.9</u> %	
TOTAL SUPPORT EXPENSES	13,291,131	13,399,370	108,239	13,396,048	100.0%	
TRANSFERS OUT	8,844,922	13,938,085	5,093,162	13,938,085	100.0%	
TOTAL DEPT EXPENSE, SUPPORT & TRANSFER	49,728,719	<u>55,199,225</u>	<u>5,470,506</u>	<u>50,824,810</u>	92.1%	
SPECIAL REVENUE FUNDS		<u> </u>		<u>. </u>		
AIRPORT FUND						
BEGINNING FUND BALANCE	1,011,034	1,011,034	-	1,011,034		
REVENUE	128,435	128,435	-	92,573	72.1%	10
EXPENSE	408,168	408,168	-	348,379	85.4%	
NET REVENUE (EXPENSE)	(279,733)	(279,733)	-	(255,806)		
NET TRANSFER IN (OUT)	276,467	276,467		276,467	100.0%	
ENDING FUND BALANCE	1,007,768	1,007,768	<u> </u>	1,031,695		
HARBOR FUND						
BEGINNING FUND BALANCE	2,141,016	2,141,016	-	2,141,016		
REVENUE	2,100,148	2,100,148	-	1,877,423	89.4%	
EXPENSE	1,789,630	1,830,630	41,000	1,690,734	92.4%	
NET REVENUE (EXPENSE)	310,518	269,518	(41,000)	186,689		
NET TRANSFER IN (OUT)	(316,113)	(275,113)	41,000	(275,113)	100.0%	

	ADOPTED	REVISED	BUDGET	YTD	YTD TO
	<u>BUDGET</u>	BUDGET	<u>CHANGE</u>	<u>ACTUAL</u>	BUDGET NOTES
ENDING FUND BALANCE	2,135,421	2,135,421	<u> </u>	2,052,592	
PORT FUND					
BEGINNING FUND BALANCE	2,135,458	2,135,458	-	2,135,458	
REVENUE	828,927	871,487	42,560	873,009	100.2%
EXPENSE	1,160,106	1,181,497	21,391	945,344	80.0% ¹¹
NET REVENUE (EXPENSE)	(331,179)	(310,010)	21,169	(72,335)	
NET TRANSFER IN (OUT)	331,179	317,179	(14,000)	317,179	100.0%
ENDING FUND BALANCE	2,135,458	2,142,627	7,169	2,380,302	
SPECIAL REVENUE FUNDS, CONT'D					
UTILITY FUND					
BEGINNING FUND BALANCE	2,131,425	2,131,425	-	2,131,425	
REVENUE	542,400	542,400	-	673,911	124.2% 12
EXPENSE	1,395,451	1,398,451	3,000	1,276,642	91.3%
NET REVENUE (EXPENSE)	(853,051)	(856,051)	(3,000)	(602,730)	
NET TRANSFER IN (OUT)	853,051	856,051	3,000	856,051	100.0%
ENDING FUND BALANCE	2,131,425	2,131,425	<u> </u>	2,384,746	
GILSON MEDICAL CLINIC					
BEGINNING FUND BALANCE	541,409	541,409	-	541,409	
REVENUE	145,300	145,300	-	141,657	97.5%
EXPENSE	83,676	83,676		77,821	93.0%
NET REVENUE (EXPENSE)	61,624	61,624	-	63,836	
NET TRANSFER IN (OUT)	<u> </u>	<u> </u>	<u> </u>		
ENDING FUND BALANCE	603,033	603,033	<u> </u>	605,245	
VALDEZ HOUSING IMPROVEMENT A	UTHORITY				
BEGINNING FUND BALANCE	2,765,612	2,765,612	-	2,765,612	
REVENUE	40,000	40,000	-	40,176	100%
EXPENSE					-
NET REVENUE (EXPENSE)	40,000	40,000	-	40,176	
NET TRANSFER IN (OUT)	<u> </u>		<u> </u>		
ENDING FUND BALANCE	2,805,612	2,805,612	<u> </u>	2,805,788	
OTHER GOVERNMENTAL FUNDS					
DEBT SERVICE FUND					
BEGINNING FUND BALANCE	7,037,630	7,037,630	-	7,037,630	
REVENUE	908,034	908,034	-	809,917	89.2%
EXPENSE	4,394,551	4,394,551		3,968,122	90.3%
NET REVENUE (EXPENSE)	(3,486,517)	(3,486,517)	-	(3,158,204)	
NET TRANSFER IN (OUT)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	

	ADOPTED	REVISED	BUDGET	YTD	YTD TO
	BUDGET	BUDGET	<u>CHANGE</u>	<u>ACTUAL</u>	BUDGET NOTES
ENDING FUND BALANCE	<u>3,551,113</u>	3,551,113	<u> </u>	3,879,426	

Notes to Financial Summary

- ¹ National Forest Receipts \$1.2MM received but not budgeted per convention. This item is budgeted beginning with adopted 2021 budget.
- ² Received more Federal PILT than budgeted.
- ³ Reflects historically low investment yields. Interest earnings include unrealized gains/losses on treasury investments. COV typically holds its investments to maturity. Therefore, though unrealized gains/losses are reflected in periodic financial statements, they are not realized.
- ⁴ Reflects impact of facility closures & reduced services. Civic Center revenue down 81.5% due to facility closure, animal shelter revenues lower than normal, gravel lease revenues down, etc.
- ⁵ Solid waste revenues lower than normal partly due to fee waivers & partly due to reduced services including elimination of Alyeska & other construction projects this past summer.
- ⁶ Reflects timing of license fees & we have not yet received 2020 State Liquor Shared Tax
- ⁷ Reflects reimbursement of expenditures from prior years including: \$400k legal fees, \$61k insurance claims, \$53k CVEA credits from 2019, \$34K CVTC Capital Credits and other random misc reimbursements.
- ⁸ Reflects reduction in animal and library fines primarily related to facility closures or fee waivers.
- ⁹ Reflects generally reduced travel, training & contractual services expenditures across departments.
- ¹⁰ Reflects airport facility closure for much of the year and credit of 2020 airport rental expense to several airport tenants.
- ¹¹ Reflects reduced travel, training & professional services costs. Also reflects lowered general operational costs due to cancellation of cruise ships.
- ¹² As utilities are mostly pre-billed, reflects billing for Q1 1st Qtr Services

CAPITAL PRO		AdoptedBudget	AMENDMENT	YTDEncumbrance	TDExpense	ProjectBalance
	Airport plumbing and				•	
AIRP	restroom	7,224	-	-	-	7,224
AIRP Total		7,224	-	-	-	7,224
BUIL	BUIL KELS Ph II Parks Storage	5,052,478	(3,288,269)	32,140	1,327,593	404,477
	BUIL KELS Ph II Yellow Buildin	2,211,303	(1,255,740)	-	802,387	153,177
	BUIL Parks Building Maint Shar	280,000	(280,000)	-	-	-
	BUILD Warehouse I Exterior	30,000	(30,000)	-	-	-
	City Buildings - Mobile Genera	21,818	(21,818)	-	-	-
	City Wide Storage Facility -	25,000	(25,000)	-	-	-
	Roof Replacements VHS Library Windows &	20,413	(20,413)	-	-	-
	Carpet	100,000	(100,000)	-	-	-
BUIL Total		7,741,013	(5,021,241)	32,140	2,129,979	557,653
	MKG Medical Clinic Backup					
CLIN	Gene	119,422	(27,138)	3,234	73,900	15,150
	MKG Medical Clinic Pipes	305,691	-	12,470	214,437	78,784
CLIN Total		425,114	(27,138)	15,705	288,337	93,934
		27.400	(27.400)			
FLOO	Flood Mitigation (City Cont) Flood Mitigation Project	37,199	(37,199)	- 1,028	- 0.01	- 266,333
	Glacier Stream Upstream	275,442	-	1,028	8,081	200,333
	Design	24	(24)	-	-	-
	Glacier Streem Downstream		()			
	Desi	73	(73)	-	-	-
	South Lowe River Kicker Dike	32,588	(32,588)	-	-	-
	Watershed Match	2,480	(2,480)	-	-	-
FLOO Total		347,806	(72,365)		8,081	266,333
			75.000			
HARB	HARB Fuel Float Feasability St HARB SBH H-K Repl		75,000	-	-	75,000
	HARB SBH LED Light Upgr	300,000 224,940	300,000 (224,265)	-	- 675	
	New Harbor GO 2015	57,467	864	11,868	46,463	
	New Harbor Planning	2,557,913	(864)	243,675	71,648	
	SBH Dredging	18,330	(18,330)	-	-	-
HARB Total		3,158,650	132,405	255,543	118,786	2,916,726
MUSE	Air National Guard Memorial	5,901	(5,901)	_	_	
	MUSE New Museum	350,000	-	197,458	112,002	40,540
MUSE Total		355,901	(5,901)		112,002	
	Meyring Park (north)					
PARK	Upgrades	636,059	(232,259)		363,800	
	PARK CEME Expansion	130,800	672,500	188,202	383,374	231,724

CAPITAL PRO		AdoptedBudget A		YTDEncumbrance	VTDExpopso	ProjectBalance
	PARK Meals Hill	Adopteubuuget A		TIDEIICumbranci	TIDExpense	ProjectBalance
PARK	Development	-	200,000	-	-	200,000
	PARK Meals Hill Greatland	-	900,000	150,814	137,110	· ·
	PARK Pavement Maint	-	500,000	-	239,269	
PARK Total		766,859	2,040,241	339,016	1,123,553	
		,,	2,010,212	000,010	_,,	2,011,000
POFI	Fire Station -Assesment	26	(26)	-	-	-
	New Fire Station	16,882,245	-	4,858,355	11,738,232	285,658
POFI Total		16,882,271	(26)		11,738,232	
			(42.24.4)			24.400
PORT	City Contribution Exp	74,710	(43,214)	-	-	31,496
	Kelsey Dock Phase II	207 (52	20.200	22.000	45 252	220.077
	(warehous	287,653	20,386	22,909	45,253	
	PORT CONT LED Light Upgr	117,134	(115,134)		-	2,000
PORT Total		479,497	(137,962)	22,909	45,253	273,373
RESE	Project Contingency	500,001	-	-	-	500,001
RESE Total		500,001	-	-	-	500,001
SCHO	HHES Exterior Upgrade	69,441	(67,214)	-	-	2,227
	New Middle School	1,353,185	-	34,115	22,199	1,296,871
	Valdez City Schools ADA	506,708	(506,708)	-	-	-
			(2, 62.2)			
	VHS Gym Floor Replacement	2,608	(2,608)		-	-
SCHO Total		1,931,941	(576,530)	34,115	22,199	1,299,097
	Senior Center Canopies					
SENI	Grant	61,450	(61,450)			
SENI Total	Grant	61,450	(61,450)		-	-
SENTIOLAI		01,450	(01,430)	-		
	Citywide Pavement &					
STRE	Utilities	14,959,974	-	1,631,198	10,941,419	2,387,358
		,,.		_,,		_,,
	East Pioneer Reconstruction	42,212	(2,212)	-	-	40,000
	Egan Drive Beautification	9,018	-	-	-	9,018
	STRE Pavement Mgt PH I	515,944	3,000,000	700	543,771	2,971,473
	STRE Pavement Mgt Ph II	-	1,000,000	234,891	251,656	
	Whalen Ave Improvements	1,769	-	-	-	1,769
STRE Total		15,528,917	3,997,788	1,866,788	11,736,846	5,923,070
	Aine ant la duatuial Cultur					
	Airport Industrial Subd	150.000				150.000
WASE	WaterS	150,000	-	-	-	150,000
	Alpine Woods Sewer Project	330,344	-	187,922	46,800	95,622
	North Tank Mineral Creek	10,506	(10,506)		-	-
			(),•)			
	Sewer Force Main Assesment	1,841,550	-	290,055	137,915	1,413,580
	STP Generator Project	4,989	(4,989)	-	-	-
	STP Outfall Design	2,083	-	2,083	-	-
	WASE WATE New Well #5	1,513,007	-	79,500	11,500	1,422,007
	Water/Sewer master plan	33,046	-	33,046	-	-
WASE Total	Wellhouse 2 & 3 Backup Gen	3,598 3,889,122	(3,598) (19,092)		196,215	3,081,209

	AdoptedBudget AM	IENDMENT	YTDEncumbranc(Y	TDExpense	ProjectBalance
Grand Total	52,075,765	248,730	8,215,662	27,519,484	16,589,349

MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbrance	(TDExpense	ProjectBalance
AIRP	AIRP Light Repl	-	225,000	6,479	4,980	213,541
	AIRP Office Remodel	182,425	(131,290)	4,050	43,520	3,567
	AIRPORT Tenant Garage					
	Exhaust	-	150,000	84,363	7,245	58,392
AIRP Total		182,425	243,710	94,892	55,745	275,500

imal Shelter-Kennel Curbs Drains Replacement ler - Day Tank IIL Anim Incinerator Repl IIL Bale Overhead Door pl IIL BALE Waste Oil rnance IIL CITY Office Remodel IIL CITY Office Remodel IIL CITY Revitalization IIL CIVI Emergency Lighing IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing IIL CIVI Water Damage and	68,116 6,000 - 100,000 149,754 35,734 25,000 - 25,000 531,698	(68,116) (6,000) 272,851 - 25,000 - 100,000 55,000 (196,123)	- - 199,858 - 150,858 - - - - 8,397	- - 46,508 97,686 8,443 3,567 - - - 9,115	- - 26,485 2,314 15,454 32,167 25,000 100,000 62,488
ler - Day Tank IIL Anim Incinerator Repl IIL Bale Overhead Door pl IIL BALE Waste Oil rnance IIL CITY Office Remodel IIL CITY Office Remodel IIL CITY Panic and ADA Upgr IIL CITY Revitalization IIL CIVI Emergency Lighing IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	6,000 - 100,000 149,754 35,734 25,000 - 25,000	(6,000) 272,851 - 25,000 - - 100,000 55,000	- 150,858 - - -	97,686 8,443 3,567 - -	2,314 15,454 32,167 25,000 100,000
IIL Anim Incinerator Repl IIL Bale Overhead Door pl IIL BALE Waste Oil rnance IIL CITY Office Remodel IIL CITY Office Remodel IIL CITY Panic and ADA Upgr IIL CITY Revitalization IIL CIVI Emergency Lighing IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	- 100,000 149,754 35,734 25,000 - 25,000	272,851 - 25,000 - - 100,000 55,000	- 150,858 - - -	97,686 8,443 3,567 - -	2,314 15,454 32,167 25,000 100,000
IIL Bale Overhead Door pl IIL BALE Waste Oil rnance IIL CITY Office Remodel IIL CITY Panic and ADA Upgr IIL CITY Revitalization IIL CIVI Emergency Lighing IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	149,754 35,734 25,000 - 25,000	- 25,000 - - 100,000 55,000	- 150,858 - - -	97,686 8,443 3,567 - -	2,314 15,454 32,167 25,000 100,000
IIL Bale Overhead Door pl IIL BALE Waste Oil rnance IIL CITY Office Remodel IIL CITY Panic and ADA Upgr IIL CITY Revitalization IIL CIVI Emergency Lighing IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	149,754 35,734 25,000 - 25,000	- 25,000 - - 100,000 55,000	- 150,858 - - -	97,686 8,443 3,567 - -	2,314 15,454 32,167 25,000 100,000
pl IIL BALE Waste Oil rnance IIL CITY Office Remodel IIL City Panic and ADA Upgr IIL City Revitalization IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	149,754 35,734 25,000 - 25,000	- - 100,000 55,000	- - -	8,443 3,567 - -	15,454 32,167 25,000 100,000
IIL BALE Waste Oil rnance IIL CITY Office Remodel IIL City Panic and ADA Upgr IIL City Revitalization IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	149,754 35,734 25,000 - 25,000	- - 100,000 55,000	- - -	8,443 3,567 - -	15,454 32,167 25,000 100,000
rnance IIL CITY Office Remodel IIL City Panic and ADA Upgr IIL City Revitalization IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	35,734 25,000 - 25,000	- - 100,000 55,000	- - -	3,567 - -	32,167 25,000 100,000
IIL CITY Office Remodel IIL City Panic and ADA Upgr IIL City Revitalization IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	35,734 25,000 - 25,000	- - 100,000 55,000	- - -	3,567 - -	32,167 25,000 100,000
IIL City Panic and ADA Upgr IIL City Revitalization IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	25,000 - 25,000	55,000	- - 8,397	-	25,000 100,000
IIL City Revitalization IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	- 25,000	55,000	- - 8,397	- - 9,115	100,000
IIL City Revitalization IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing	- 25,000	55,000	- 8,397	- 9,115	100,000
IIL CIVI Emergency Lighing IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing		55,000	8,397	9,115	
IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing			8,397	9,115	62,488
IIL CIVI Exterior Staining IIL CIVI Stage Repairs & finishing					
IIL CIVI Stage Repairs &		(100)120)	-	335,575	-
finishing					
IIL CIVI Water Damage and	1,000	-	-	-	1,000
ect	93 <i>,</i> 655	(93,655)	-	-	-
IIL Clin Interior Paint	-	25,000	-	-	25,000
IIL Controls Upgr	-	250,000	45,368	22,692	181,940
IIL DDC Systems and HVAC					
gr	131,045	-	-	-	131,045
IIL Fire Sys Upgr	-	250,000	-	-	250,000
IIL Fuel tank Repl	98,562	-	-	-	98,562
IIL Insur Mech Repa	-	200,000	1,755	-	198,245
		250.000	10.004	10.111	220.022
	-	250,000	10,864	10,114	229,022
			64.450	20 742	70 702
•	164,656	-	64,150	20,743	79,763
	45 500				
	15,526		-	-	-
-	-		36,791	111,250	51,959
	2,875		-	-	- 100,000
	-	100,000	-	-	100,000
-	50.000	(50,000)			
-	50,000	(50,000)	-	-	-
•	110 /02	(110 /07)	_	_	_
					50,000
	120,725	(70,723)	-	-	50,000
vic Center Weatherization					
	330	(330)	-	-	-
	550	(550)			
-	212 911	-	-	1 000	211,911
-	~ ~ ~ , J + +			1,000	~~~,/
	9.645	(8.086)	-	-	1,559
	ect IIL Clin Interior Paint IIL Controls Upgr IIL DDC Systems and HVAC gr IIL Fire Sys Upgr IIL Fuel tank Repl	ect 93,655 IIL Clin Interior Paint - IIL Controls Upgr - IIL DDC Systems and HVAC gr 131,045 IIL Fire Sys Upgr - IIL Fuel tank Repl 98,562 IIL Insur Mech Repa - IIL Parking Lot Lights Repl - IIL Phone System placement 164,656 IIL RECR Reception model 15,526 IIL Roof Repairs - IIL SENI Booster Heater 2,875 IIL Selter Eval - IIL Shelter Eval - IIL Shelter Eval - IIL Shelter Eval - IIL Shelter Eval 1000 grades 50,000 y Hall Mold Asbestos sessment 119,492 y-wide Exit Signs 120,725	93,655 (93,655) IIL Clin Interior Paint - 25,000 IIL Controls Upgr - 250,000 IIL DDC Systems and HVAC - - gr 131,045 - IIL Fire Sys Upgr - 250,000 IIL Fuel tank Repl 98,562 - IIL Insur Mech Repa - 200,000 IIL Parking Lot Lights Repl - 250,000 IIL Phone System - 250,000 Placement 164,656 - IIL RECR Reception - - model 15,526 (15,526) II SENI Booster Heater 2,875 (2,875) II Selter Eval - 100,000 ilding Maint OH Door - - grades 50,000 (50,000) y Hall Mold Asbestos - - sessment 119,492 (119,492) y-wide Exit Signs 120,725 (70,725) ric Center Weatherization - - udy/Design 330 (330) zmat Testing-various - </td <td>ect 93,655 (93,655) - IIL Clin Interior Paint - 25,000 - IIL Controls Upgr - 250,000 45,368 IIL DDC Systems and HVAC - - - gr 131,045 - - - IIL Fire Sys Upgr - 250,000 - - IIL Fuel tank Repl 98,562 - - - IIL Parking Lot Lights Repl - 200,000 10,755 IIL Parking Lot Lights Repl - 250,000 10,864 IIL Pone System - - 64,150 IIL RECR Reception - 200,000 36,791 IIL Roof Repairs - 200,000 36,791 IIL SENI Booster Heater 2,875 (2,875) - IIL Shelter Eval - 100,000 - y-wide Exit Signs 120,725 (70,725)</td> <td>93,655 (93,655) - - IL Clin Interior Paint - 25,000 - - IL Controls Upgr - 250,000 45,368 22,692 IL DDC Systems and HVAC - - - gr 131,045 - - - IL Fire Sys Upgr - 250,000 - - IL Fuel tank Repl 98,562 - - - IL Insur Mech Repa - 200,000 1,755 - IL Insur Mech Repa - 250,000 10,864 10,114 IL Parking Lot Lights Repl - 250,000 10,864 10,114 IL Phone System - - - - placement 164,656 - 64,150 20,743 IL RECR Reception - - - - model 15,526 (15,526) - - IL Shelter Eval - 100,000 - - IL Shelter Eval - 100,000 - - ilding Maint OH Door - - - - grades 50,000 (50,000) - - - ywide Exit Signs 120,725</td>	ect 93,655 (93,655) - IIL Clin Interior Paint - 25,000 - IIL Controls Upgr - 250,000 45,368 IIL DDC Systems and HVAC - - - gr 131,045 - - - IIL Fire Sys Upgr - 250,000 - - IIL Fuel tank Repl 98,562 - - - IIL Parking Lot Lights Repl - 200,000 10,755 IIL Parking Lot Lights Repl - 250,000 10,864 IIL Pone System - - 64,150 IIL RECR Reception - 200,000 36,791 IIL Roof Repairs - 200,000 36,791 IIL SENI Booster Heater 2,875 (2,875) - IIL Shelter Eval - 100,000 - y-wide Exit Signs 120,725 (70,725)	93,655 (93,655) - - IL Clin Interior Paint - 25,000 - - IL Controls Upgr - 250,000 45,368 22,692 IL DDC Systems and HVAC - - - gr 131,045 - - - IL Fire Sys Upgr - 250,000 - - IL Fuel tank Repl 98,562 - - - IL Insur Mech Repa - 200,000 1,755 - IL Insur Mech Repa - 250,000 10,864 10,114 IL Parking Lot Lights Repl - 250,000 10,864 10,114 IL Phone System - - - - placement 164,656 - 64,150 20,743 IL RECR Reception - - - - model 15,526 (15,526) - - IL Shelter Eval - 100,000 - - IL Shelter Eval - 100,000 - - ilding Maint OH Door - - - - grades 50,000 (50,000) - - - ywide Exit Signs 120,725

MAJOR MAINTENANCE

		Alexted Dudget A				DuctostDolouso
		AdoptedBudget A		(TDEncumbrancı Y	TDExpense	ProjectBalance
DI III	Museum Entry Door Rpl &	2 420	(2,420)			
BUIL Total	ADA Upgrade (design)	2,420	(2,420)	-	-	-
BUIL Total		1,964,143	1,094,503	518,040	666,692	1,873,915
HARB	HRB SBH Elect Vaults	-	100,000	16,010	8,991	75,000
	SBH - underwater inspections				· ·	· · ·
	repairs	170,858	(170,858)	-	-	-
	SBH-Walk/Concrete/Fence					
	Replacement	150,000	-	-	-	150,000
HARB Total		320,858	(70,858)	16,010	8,991	225,000
		,			,	
	PARK Alpine Woods					
PARK	Playground	1,655	(1,655)	-	-	-
		22.075			25 602	7 4 0 2
	PARK Shelter Structual Repa	32,875	-	-	25,692	7,183
	Robe River Playground	04.000				04.000
PARK Total	Upgrades	94,000 128,530	- (1,655)	-	- 25,692	94,000 101,183
PARKTULA		128,550	(1,055)	-	23,092	101,185
	Fire Station I- Berthing					
POFI	Quarters (design)	33,703	330,396	1,653	336,525	25,921
	POFI FIRE Station 4 Backup		,	_,	,	
	Pow	20,000	(20,000)	-	-	-
	POFI Radio Repeater Repa					
	Upgr	-	250,000	7,365	170,737	71,898
	Police Storage Facility	230,000	(230,000)	-	-	-
	Police Technology Upgrade	11,213	(11,213)	_	_	_
POFI Total		294,917	319,183	9,018	507,262	97,820
			,	-,-=-	,	,
	2018 PORT Security Grant					
PORT	EMW-2018-PU-00268	319,250	-	21,339	236,931	60,979
	Airport HVAC Upgrades	751,033	(503,189)	-	236,890	10,955
	Airport-replace water lines	41	(41)	-	-	-
	Kelsey Dock Security Cameras	15,000				1E 000
	PORT Cont Causway	-	- 75,000	- 31,622	- 29,996	15,000 13,382
	PORT CONT Electrical		75,000	51,022	25,550	15,502
	Inspection, Maint, Repa	1,883,640	(486,202)	31,106	1,288,189	78,143
	PORT Kels Decking Repl	531,000	(17,600)	10,280	398,353	104,767
	PORT KELS Dolphin Impr	-	100,000	-	-	100,000
	Port Security Grant COV					
	MATCH EMW-2018-PU-					
	00268	106,417	-	7,113	78,977	20,326
	PORT VCT Transfer Repair	-	125,000	68,798	30,527	25,675
	VCT R.E. Staite Building					
	Improvements	76,075	(76 <i>,</i> 075)	-	-	-
	VCT Repairs	106,175	(106,175)	-	-	-
	VCT Safety Ladder					
	Replacement	39,969	(39,969)	-	-	-
	VCT Security Gate	47 450				40 505
	Replacement	17,156	-	-	4,631	12,525
PORT Total		3,845,756	(929,252)	170,258	2,304,494	441,752

MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbrance	YTDExpense	ProjectBalance
RESE	Contingency Reserve	20,571	271,438	-	-	292,009
RESE Total		20,571	271,438	-	-	292,009
	City Buildings Exterior					
SCHO	Caulking	55,000	697,663	3,438	696,256	52,970
50110	HHES Underground Fuel tank	55,000	057,005	3,430	050,250	52,570
	Replacement	3,134	38,439	15,167	5,062	21,344
	SCHO ADMIN Water Damage	5,154	50,435	15,107	5,002	21,344
	Abatement	319,623	(319,623)			
		1,364			-	-
	SCHO ADMIN Water Repl	1,364	(1,364)	-	-	-
	SCHO HERM Booster Heater	1,722	(748)	-	974	-
	SCHO HERM Generator Repl	66,620	462,063	46,067	17,616	465,000
	SCHO HERM Water Repl	110,610	1,913,460	10,982	13,088	
	SCHO HIGH Concrete Repl	877	(239)		639	
	SCHO HIGH Generator Repl	66,620	1,467,506	143,229	21,844	1,369,053
	SCHO HIGH Water Repl	112,830	1,410,426	10,724	12,532	1,500,000
	School Contingency	512	(512)	-	-	-
	Swimming Pool Cover &					
	Boiler Upgrade	717,928	(672 <i>,</i> 481)	21,947	23,500	-
	VHS Gym Acoustics	1,545	(1,545)	-	-	-
SCHO Total		1,458,386	4,993,045	251,553	791,511	5,408,367
SENI	Senior Center Upgrades	34,196	261,630	26,517	57,366	
SENI Total		34,196	261,630	26,517	57,366	211,943
STRE	STRE E Hangita Impr	40,000	(40,000)	-	-	-
	STRE Mineral Creak Bridge	,	(,,			
	Repa	-	150,000	33,699	36,959	79,342
	STRE S Meals Curb, Gutter			,		
	Sidewalk Repl	202,350	(202,350)	-	-	-
	STRE W Klutina Repave,	,-00	(===,=00)			
	Gutter and Sidewalk Repl	90,748	(90,612)	-	-	135
	Zook Sewer Extension	600	(600)		-	-
STRE Total		333,698	(183,562)		36,959	79,477
Grand Total		8,583,479	5,998,181	1,119,986	4,454,710	9,006,965

		AdoptedBudget	AMENDMENT	YTD Encumbranc	YTDExpense	ProjectBalance
	Hospital - Culvert at Truck					
PRO\	/ Delivery Drive	100,000	-	-	-	100,000
	Hospital - Door Stops & Fire					
	Dor Closure	75,000	-	-	-	75,000
	Hospital - Long Term Doors	225,250	(69,419)	28,331	127,500	-
	Hospital - Panic Bar Upgrade	60,000	-	-	-	60,000
	Hospital - Roof Maintenance	100,000	-	-	-	100,000
	Hospital - Security	· · · ·				
	Enhancements	100,000	(100,000)	-	-	-
	Hospital Copper Pipe					
	Replacement	1,582,219	(10,328)	44,334	1,521,752	5,805
	Hospital Duct Above Server					
	Room	42,770	-	-	-	42,770
	Hospital Electrical Line					
	Conditioner	196,280	(196,000)	-	-	280
	Hospital Emergency Lighting	-	-	-	-	-
	Hospital- Infection Control					
	Enhancements	525,978	(67,581)	4,382	319,543	134,473
	Hospital Now Dowor Supply	42,892	50,000	27,000	12,400	53,492
	Hospital New Power Supply Hospital Oxygen Generator	42,092	50,000	27,000	12,400	55,492
	Relocation	103,385	(101,692)	1,693	_	_
	Hospital Parking Lot	105,585	(101,092)	1,095	-	-
	Improvement	21,187	(21,187)	-	-	_
	Hospital Water/Snow Drainage	21,107	(21,107)			
	Study	44,745	(44,745)	-	-	-
	PROV ER and Admission Door		(, ,			
	Upgr	-	60,000	-	-	60,000
	PROV Loading Dock Drainage	-	50,000	-	-	50,000
	PROV Maint Contingency	127,030	0	-	-	127,030
	PROV Transfer Switch Repl	-	200,000	-	-	200,000
	PROV Xray Repl	-	1,046,000	-	-	1,046,000
PROV Total		3,346,735	795,048	105,739	1,981,194	2,054,850
Grand Total		3,346,735	795,048	105,739	1,981,194	2,054,850

RESERVE FUNDS

		AdoptedBudget	Amendment	YTD Encumbrance	YTD Expenditures	Account
	ADF&G Clean Vessel Act	AdoptedBudget	Amendment	Encumbrance	Expenditures	Balance
Administrative	Grant	127,294	-	99,906	9,689	17,699
	ADF&G Clean Vessel Act	, -			-,	,
	МАТСН	42,431	-	33,302	3,230	5,900
	Beautification Commitee	128,184	-	-	14,055	114,129
	Budget Variance Reserve	263,927	(150,000)	-	-	113,927
	Council Contingency	93,510	16,927	-	-	110,437
	Dike Repairs	282,629	-	2,897	4,629	275,103
	EMPG Benefits	-	-	-	(108)	108
	EMPG Salaries and wages	17,916	25,000	-	40,620	2,296
	Energy Assistance Program	948,327	-	-	726,490	221,837
	Leave Liability Reserve	364,645	-	-	290,804	73,841
	LEPC Grant	-	-	-	-	-
	LEPC Grant Expense	-	-	-	-	-
	Nuisance Abatement					
	Program	495,257	-	32,500	81,900	380,857
	Permanent Fund Reserve	2,890,600	(2,890,600)	-	-	-
	Police Scholarship Reserve	19,425	6,702	-	1,500	24,627
	Qaniq Challenge	4,185	-	-	_,= = =	4,185
	Run Series Expenditure	2,106	-	-	-	2,106
	School Budgetary	_,				_,
	Stabilization	500,000	-	-	-	500,000
	SHARP III	225,000	-	-	134,963	90,037
	Special Events Reserve	1,247	-	-	(347)	1,594
	VFDA Robe Lake ACE	-	-	-	-	-
Administrative	Total	6,406,682	(2,991,971)	168,605	1,307,424	1,938,682
mergency						
Prep	Alaska Shield Drill CY Grant	-	-	-	-	-
	Alaska Shield Exercise COV					
	\$\$	9,917	-	-	-	9,917
	Benefits - Incident	110,000	-	-	57,926	52,074
	Benefits - Preparedness	13,653	-	-	2,032	11,622
	CARES Grant AK-DCCED				_,	,
	Expend.	-	1,686,598	-	-	1,686,598
	COVID-19 Valdez Unified	-	826,739	50,275	741,024	35,440
	Damalanche 2014	-	-	-	-	-
	Emergency Preparedness	2,115,115	(959,817)	14,393	106,687	1,034,220
	Incident Mgmt Reserve	-	-	-	-	-
	Local Economic Assist					
	COVID19	-	2,997,600	-	2,991,170	6,430
	Overtime - Incident	110,000	-	-	47,319	62,681
	Overtime - Preparedness	-	-	-	-	-
		20,433	-	12,055	-	8,378
	Ransomware 2018 Salaries and Wages	20,433 -	-	12,055 -	-	8,378 -
	Ransomware 2018 Salaries and Wages	-	-	12,055 - -	- - 127.851	-
	Ransomware 2018 Salaries and Wages Salaries and Wages - Incident	20,433 - 250,000	-	12,055 - -	- - 127,851	8,378 - 122,149
	Ransomware 2018 Salaries and Wages	-		12,055 - - -	- - 127,851 5,333	-

RESERVE FUN	IDS					
				YTD	YTD	Account
Emergency		AdoptedBudget	Amendment	Encumbrance	Expenditures	Balance
Prep	Temporary Wages - Incident Unreimbursed Expense	130,000	-	-	68,011	61,989 -
Emergency Pre	p Total	2,774,118	4,577,198	76,722	4,173,430	3,101,164
Fauliancent	IT Dobuild 2010	F 10F		F 000		105
Equipment	IT Rebuild 2018 Major Equipment Reserve	5,195 7,690,988	- (100,000)	5,000 325,466	- 903,193	195 6,362,329
	Technology Reserve	875,357	250,000	38,637	630,440	456,280
Equipment Tot		8,571,539	150,000	369,103	1,533,633	6,818,804
Flood	FLOO GLAC Dump Rd Ext to					
Mitigation	ADOT Dike	126,104	(124,190)	-	1,906	8
	FLOO Lowe Dike Maint and Impr	_	1,754,246	235,177	205,953	1,313,116
	FLOO LOWE Ten Mile Exca	150,000	-	-	-	150,000
	FLOOD GLAC Landfill	100,000				190,000
	Protection	250,000	-	-	990	249,010
	FLOOD MINE Hmstd Tr &					
	Kicker Dike Repl	499,806	(472,605)	2,982	24,219	-
	Flood Mitigation	4 756 496	(4 756 426)			
	Maintenanace Glacier Streem Gravel	1,756,436	(1,756,436)	-	-	-
	Extraction Plan	51	(51)	_	-	-
	Lowe River Buyout Option	168	(168)	-	-	-
	Lowe River Dike Slope Impr		, , , , , , , , , , , , , , , , , , ,			
	Design	38,100	(35,910)	-	2,190	-
	Lowe River Levee Evaluation	7	(7)	-	-	-
	Mineral Creek Existing					
	Revetment Evaluation	2,321	(2,321)	-	-	-
	Mineral Creek Gravel					
	Extraction PLAN	14	(14)	-	-	-
	Mineral Creek Sediment Budget Analysis	3,594	(3,594)	_	_	_
Flood Mitigatio		2,826,599	(641,048)	238,159	235,258	1,712,134
		,,			,	, , -
Land						
Development	Land - misc	188,312	-	7,274	1,485	179,553
	Land - Snow Lots	1,754,576	-	-	-	1,754,576
	Surveying Municipal Land Valdez ASLS79-116 Access	18,367	-	-	8,000	10,367
	Study	-	-	-	-	-
Land Developn	-	1,961,255	-	7,274	9,485	1,944,496
Landfill Closure	Landfill Closure Reserve	4,708,768	_	_	-	4,708,768
Landfill Closure		4,708,768	-	-	-	4,708,768
	Concrete/Asphalt Repairs for					
Maintenance	COV properties	75,200	-	-	-	75,200
	Harbor Major Maint &					
	Replace	6,596,368	-	-	-	6,596,368
	Major Maintenance Reserve	8,583,479	5,998,181	1,119,986	4,454,710	9,006,965
	-	. ,				

				YTD	YTD	Account
		AdoptedBudget	Amendment	Encumbrance	Expenditures	Balance
	pavement Mgmnt					
Maintenance	Regulations	76,847	-	-	-	76,847
	Projects Planning Reserve	-	-	-	-	-
	Road and Sidewalk Repairs	304,860	-	-	-	304,860
	Sewer & Lift Station Repairs	447,526	-	66,700	130,874	249,952
Maintenance T	otal	16,084,279	5,998,181	1,186,686	4,585,584	16,310,191
Planning	CEDS	36,628	-	-	-	36,628
	City Facilities & Storage					
	Needs Study	100,000	-	-	-	100,000
	City Onsite Sewer					
	Regulations	25,000	-	-	-	25,000
	COE Levee System Match	100,000	-	-	-	100,000
	Dry Stack Feasability Study	50,000	-	-	-	50,000
	Flood Planning	106,887	-	-	-	106,887
	Housing Needs Study	50,000	-	-	-	50,000
	marine Industrial Feasability					
	Study	17,552	-	-	650	16,902
	Master Planing Water/Sewer	50,000	-	-	-	50,000
	Master Planning - Solid					
	Waste	75,000	-	-	-	75,000
	Plan - Building Fire Code					
	Revision	32,717	-	-	-	32,717
	Plan - Comprehensive	451,256	-	376,320	-	74,936
	Port Tariff Study	20,000	-	-	-	20,000
	Water/Sewer Rate Study	125,000	-	-	-	125,000
Planning Total		1,240,039	-	376,320	650	863,069

Health Insurance Fund Report

12/31/2020

OF VALDEZ, AL

TUNITIES IN EVERY

Prepared by:Barb Rusher, ComptrollerContact:907.834.3475x5, brusher@valdezak.gov

CITY SCHOOL COMBINED MONTH DEPOSITS CLAIMS **ADMIN FEE** VARIANCE DEPOSITS CLAIMS ADMIN FEE VARIANCE DEPOSITS CLAIMS ADMIN FEE VARIANCE 162,543 JAN 273,997 45,546 65,909 278,128 260,496 36,061 (18,429) 552,126 423,038 81,607 47,480 FEB 283,767 154,445 48,280 81,042 283,192 242,693 37,034 3,465 566,960 397,138 85,314 84,507 277,268 381,261 85,211 (287,092) MAR 48,502 (152, 496)283,184 381,071 36,710 (134, 597)560,451 762,332 150,207 84,481 314,295 APR 304,135 104,958 48,971 275,587 75,988 35,510 164,089 579,722 180,946 294,792 49,077 137,544 283,173 36,234 152,510 577,965 202,600 85,312 290,054 MAY 108,171 94,428 JUN 262,024 210,957 48,783 2,284 295,554 245,388 36,234 13,932 557,579 456,346 85,017 16,216 JUL 301,794 167,377 45,780 88,636 262,950 185,809 79,430 132,127 33,650 43,491 564,744 353,186 AUG 294,687 161,417 50,645 82,625 237,494 257,174 33,650 (53,330) 532,181 418,590 84,295 29,295 SEP 297,022 243,054 48,003 5,965 248,910 236,388 35,266 (22,744)545,933 479,442 83,269 (16,779)149,184 83,239 OCT 306,380 123,585 49,269 133,525 244,323 33,970 61,169 550,703 272,769 194,695 NOV 304,045 172,766 48,944 82,335 244,239 18,302 362,516 85,131 100,637 189,750 36,187 548,284 DEC 604,752 126,724 48,949 429,078 251,313 134,288 36,213 80,812 856,065 261,012 85,162 509,890 TOTALS \$ 3,804,663 \$ 2,117,259 \$ 580,750 \$ 1,106,655 \$ 3,188,047 \$ 2,452,657 \$ 426,719 \$ 308,672 \$ 6,992,711 \$ 4,569,916 \$ 1,007,469 \$ 1,415,326

Health Insurance Fund Balance (Including Reserve)12/31/19:	4,420,548
Total Deposits	6,992,711
Total Claims	(4,569,916)
Premiums/Admin.Fee/Cost:	(1,007,469)
Claims and Stop Loss	60,232
Refunds	46,866
Rebates	115,969
Annual Fee US Pay.Gov	-
State Surcharge	(11,534)
Bank Fees	(1,500)
Interest Accrued	10,353
City Wellness & BIO Screening	(14,350)
Health Insurance Fund Balance (Including Reserve)	<u>6,041,910</u>

Investment Manager Asset Allocation

The table below contrasts the distribution of assets across the Fund's investment managers as of December 31, 2020, with the distribution as of September 30, 2020. 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.

	December 3 ²	1, 2020			September 3	0, 2020
	Market Value	Weight	Net New Inv.	Inv. Return	Market Value	Weight
Domestic Equity	\$78,761,764	31.22%	\$(12,352)	\$10,810,031	\$67,964,085	29.66%
Large Cap Equity	\$54,174,965	21.47%	\$(4,664)	\$5,868,008	\$48,311,621	21.09%
Vanguard Institutional Index	54,174,965	21.47%	(4,664)	5,868,008	48,311,621	21.09%
Mid Cap Equity	\$16,798,484	6.66%	\$0	\$3,290,897	\$13,507,587	5.90%
Vanguard S&P Mid Cap 400 Index	16,798,484	6.66%	0	3,290,897	13,507,587	5.90%
Small Cap Equity	\$7,788,316	3.09%	\$(7,688)	\$1,651,126	\$6,144,878	2.68%
QMA US Small Cap	7,788,316	3.09%	(7,688)	1,651,126	6,144,878	2.68%
International Equity	\$60,677,022	24.05%	\$(10,413)	\$11,344,254	\$49,343,180	21.54%
Vanguard Intl Growth	25,147,596	9.97%	0	4,579,380	20,568,217	8.98%
Vanguard Intl Value	23,639,599	9.37%	0	4,514,992	19,124,608	8.35%
Brandes International Small Cap	11,889,826	4.71%	(10,413)	2,249,883	9,650,356	4.21%
Fixed Income	\$92,639,783	36.72%	\$(1,664)	\$1,091,164	\$91,550,283	39.96%
Alaska Permanent Cap Mgmt	32,163,589	12.75%	(1,664)	85,219	32,080,034	14.00%
Standish Global Fixed	28,111,718	11.14%	0	662,987	27,448,731	11.98%
Baird Aggregate Bond	32,364,477	12.83%	0	342,959	32,021,518	13.98%
Real Estate	\$20,222,416	8.02%	\$(45,303)	\$18,077	\$20,249,642	8.84%
UBS Trumbull Property	8,987,321	3.56%	(22,052)	(168,424)	9,177,797	4.01%
Morgan Stanley Prime Property Fund	11,235,095	4.45%	(23,251)	186,501	11,071,845	4.83%
Total Fund	\$252,300,985	100.0%	\$(69,732)	\$23,263,527	\$229,107,190	100.0%

Asset Distribution Across Investment Managers



Legislation Text

File #: 21-0163, Version: 1

ITEM TITLE:

Monthly Treasury Report: January, 2021 <u>SUBMITTED BY:</u> Jordan Nelson, Budget and Financial Planning Analyst

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury statement per Municipal Code



MONTHLY TREASURY REPORT

Period Ending: January 31, 2021 Prepared By: Jordan Nelson, Financial Analyst

ROGITUNITIES IN EVERY	EAOT SEAOT	Begin			End	
THES IN EVERY		Balance	Debits	<u>Credits</u>	Balance	Yield Notes
Central Treasury		131,117,900	8,064,686	(12,912,091)	126,270,496	1.37%
Central Treasury	Wells Fargo	99,296,227	142,000	(402,167)	99,036,060	1.74%
Money Market	Wells Fargo	31,533,407	795	(4,800,000)	26,734,203	0.03%
Checking	Wells Fargo	498,062	6,227,880	(6,008,454)	717,489	0.00%
Payroll	Wells Fargo	(209,797)	1,694,010	(1,701,469)	(217,255)	0.00%
Restricted		5,494,430	0	(3,469)	5,490,961	0.95%
Debt Service	Wells Fargo	5,489,280	-	(3,469)	5,485,811	0.95%
Police	Wells Fargo	5,150	0	-	5,150	0.00%
	Total	136,612,330	8,064,686	(12,915,560)	131,761,457	1.35%





Legislation Text

File #: 21-0164, Version: 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with Arcadis, Inc. for the Small Boat Harbor Reconstruction Solicitation and Design Support in the Amount of \$97,788. <u>SUBMITTED BY:</u> Nathan Duval, Assistant City Manager - Capital Facilities Director

FISCAL NOTES:

Expenditure Required: 97,788 Unencumbered Balance: 600,000 Funding Source: 310-6441-58000 HARB SBH H-K Repl

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

The attached Professional Service Agreement with Arcadis is to assist with project management duties associated with soliciting and overseeing design of the Small Boat Harbor H-K replacement. Ron Rozak will serve as the consultant PM and will assist Capital Facilities staff during the busy summer construction season. Ron has intimate knowledge of the Valdez harbor facilities, staff, commission as well as general industry expertise. This expense was anticipated with the design budget.

This report is filed per Valdez City Code 02.08.040



City of Valdez Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and ARCADIS, INC. ("Consultant") is effective on the ______ day of ______, 2021.

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

Project: Small Boat Harbor Design and Solicitation Support Project No: 20-310-6450 Contract No.: 1749 Cost Code: 310-6441-58000

Consultant's project manager under this agreement is Ron Rozak.

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

City's project manager is Austin Rake.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

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

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement by October 31, 2021. Work shall proceed in accordance with the schedule set forth in Appendix A.

Revised 07/2019



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:

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

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

ARTICLE 6. Appendices

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

<u>Title</u>
Scope of Work
Basis of Compensation
General Conditions

Agreement for Professional Services Project: Small Boat Harbor Design and Solicitation Support Project No. 20-310-6450 Contract No. 1749 Cost Code: 310-6441-58000



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 yea ar finist dasyntioned above.

ARCADIS, INC.

Authorized Signature

Kent Crandall

Printed name

Date: 3/1/2021

Title: Alaska Operations Leader

FEDERAL ID #: 57-0373224

880 H Street, Suite 101

Mailing Address

Anchorage, AK 99501

City, State, Zip Code

Signature of Company Secretary or Attest

Date:

CITY OF V. ____AADESKA APPROVED:

Mark Detter, City Manager

City Manager Date:

ATTEST:

03 08 202 Date:

RECOMMENDED:

Z

Nathan Duval, Capital Facilities Director

Date: 3-5-21

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: ____03|01 2021

Agreement for Professional Services Project: Small Boat Harbor Design and Solicitation Support Project No. 20-310-6450 Contract No. 1749 Cost Code: 310-6441-58000



Appendix A Scope of Work

BASIC SERVICES

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

Assist the City with solicitation and oversight of engineering design services to reconstruct and upgrade the Valdez Small Boat Harbor. The scope of work is more specifically described in the attached proposal dated February 18, 2021, which is incorporated herein by reference.

Appendix B Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$97,788.00 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).



February 18, 2021

Nate Duval, Assistant City Manager, Capital Facilities Director City of Valdez P.O. Box 307 Valdez, AK 99686

RE: Valdez Small Boat Harbor Reconstruction/Upgrades Proposal for Project Management Support Services – Design Phase

Dear Mr. Duval:

We are pleased to provide this proposal to continue providing professional project management support to the City for assistance with solicitation and oversight of engineering design services to reconstruct and upgrade the Valdez Small Boat Harbor (SBH).

PROJECT TEAM. Ron Rozak, PE, would be the Project Manager and primary professional working with you and the City team. Allison Murrell will support Ron as needed.

SCOPE OF WORK. Ron will support the City by providing the following services during the RFP and design phase through 100% design for construction documents. Services are anticipated to include:

- Coordinate with City personnel and the engineering design team
- Assist Capital Facilities with the engineering design RFP and award process
- Brief Ports & Harbor Commission and City Council as requested
- Lead a kick-off meeting with the City's key project personnel and design team members to review the scope, budget, schedule, critical issues
- Attend design coordination meetings; evaluate progress of design and permit(s)
- Review engineer's estimates of probable construction cost
- Monitor adherence to approved project scope and budget
- Facilitate City response to engineer's questions or requests for information
- Facilitate City review of design progress documents and comments to the design team
- Assist City with evaluation and selection of the construction project delivery method
- Review design firm periodic pay applications for completeness and accuracy

SCHEDULE. This work is anticipated to be performed from March 2021 through October 2021.

PROPOSED COST. Arcadis proposes a Time and Materials Fee of \$97,788 for this agreement, including 5% markup on expenses. Attached is a detailed breakdown of this cost estimate.

Please call Ron (907.382.2933) or me if you have any questions regarding this proposal or our services.

Sincerely,

Kent Crandall, AIA Alaska Operations Leader 907.244.3689 Kent.Crandall@arcadis.com

ARCADIS

City of Valdez 18-Feb-21

Valdez SBH Reconstruction/Upgrades Fee Proposal for PM Services - Design Phase

				1	Cost Proposi	ai i									
Arcadis Staff	Billing Rate	Feb	Mar	Apr	May	June	July	Aug	Sept	October	Nov	Dec	Total Labo Hours		tal Cost
Ron Rozak, PE Senior Project Manager/Construction Manager	\$ 170.00		60	60	70	80	60	60	60	80			530	\$	90,100
Allison Murrell, PMP, Project Administration	\$ 75.00	l	8	8	8	8	8	8	8	8	l		64	\$	4,800
Total Labor			68	68	78	88	68	68	68	88			594	5	94,900
RT Travel, Lodging in Valdez, 3 trips @ \$750/ea. Miscellaneous Expenses: Taxi, graphics														\$ \$	2,25 50
Miscellaneous Expenses: Taxi, graphics														\$	500
5% Markup														\$	138
Total Expenses														\$	2,888
							_			_					
					Total Cost									\$	97,78



Appendix C General Conditions

I. Definitions:

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

<u>Change:</u> 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.

<u>City's Project Manager:</u> 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.

<u>Consultant's Project Manager:</u> 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.

<u>Funding Agency(s)</u>: 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.

<u>Prime Compensation:</u> 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.

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

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

Agreement for Professional Services Project: Small Boat Harbor Design and Solicitation Support Project No. 20-310-6450 Contract No. 1749 Cost Code: 310-6441-58000



II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, Agreement for Professional Services Project: Small Boat Harbor Design and Solicitation Support Project No. 20-310-6450 Contract No. 1749 Cost Code: 310-6441-58000



employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. <u>Payments:</u>

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

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

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

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

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of <u>n/a</u>. 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. <u>Audits and Records:</u>

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. <u>Termination or Suspension:</u>

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



give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended. Agreement for Professional Services Project: Small Boat Harbor Design and Solicitation Support Project No. 20-310-6450 Contract No. 1749 Cost Code: 310-6441-58000



XIII. Subconsultants. Successors and Assigns:

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

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

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

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

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

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

XIV. <u>Claims and Disputes:</u>

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance
Agreement for Professional Services Project: Small Boat Harbor Design and Solicitation Support Project No. 20-310-6450 Contract No. 1749 Cost Code: 310-6441-58000



under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.



XV. Extent of Agreement:

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

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

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

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

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

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

XVI. <u>Governing Laws:</u>

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. <u>Minimum Wages:</u>

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

Agreement for Professional Services Project: Small Boat Harbor Design and Solicitation Support Project No. 20-310-6450 Contract No. 1749 © Cost Code: 310-6441-58000



City of Valdez Contract Release Page 1 of 2

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

Project: Small Boat Harbor Design and Solicitation Support Project Number: 20-310-6450 / Contract Number: 1692

The undersigned hereby acknowledges receipt of the amount of \$_____as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

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

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

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

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.



City of Valdez Contract Release Page 2 of 2

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of ______, 2021.

COMPANY

SIGNATURE

TĽ	ΓL	Æ

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this	_ day of	, 2021, 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 _____, 2021.

Notary Public in and for Alaska

My Commission expires: _____



Memorandum

To: Mark Detter, City Manager

From: Nathan Duval, Assistant City Manager / Capital Facilities Director

Date: 3/8/2020

Re: Harbor Reconstruction Design & Solicitation Support PSA- Procurement

Mark,

In order to maximize resources and ensure timely completion of the project long range plan, I have elected to utilize third party project management support on the Small Boat Harbor Major Reconstruction – H-K project.

In accordance with the City procurement code Title 2 section 2.80.080.A.1

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 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 will appoint a selection panel to evaluate the potential vendors and offer a recommendation for selection.

The scope of work required was anticipated to be less than \$100,000 and the subsequent proposal from Arcadis dated February 18, 2021 amounting to \$97,788 completely fall in line with the City procurement code.

As the fee was under the threshold of soliciting a request for qualifications, within the parameters of the procurement code, and City Manager signing authority we proceeded with drafting a Professional Services Agreement with Arcadis.

Furthermore, Arcadis, specifically the consultant working with the department, Ron Rozak, has intimate knowledge of the harbor facilities, personnel, and infrastructure. Arcadis, and Ron served as the City's agent on the New Harbor Development- both phases- and are highly qualified to act on behalf of the City for this need. No other project management consultant with whom we have a working relationship has the needed understanding of our old and new facilities to adequately assist the City to the same level as Ron and Arcadis.

Respectfully,

March

Nathan Duval, Assistant City Manager / Capital Facilities Director



Legislation Text

File #: 21-0165, Version: 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with RESPEC COMPANY, LLC dba PDC Engineers for the ASLS 79-116 Access Study in the Amount of \$79,935

SUBMITTED BY: Nathan Duval, Assistant City Manager - Capital Facilities Director

FISCAL NOTES:

Expenditure Required: 79,935 Unencumbered Balance: 100,000 (See 2021 Carry Forward Budget Resolution) Funding Source: 001-5780-43400 Capital Facilities Contractual Services

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Through the Comprehensive Plan process, the area east of the Glacier Stream has been identified as an area needing more study prior to utilization, disposal, or development. A large portion of the property has been sold to private parties yet there is no road access to that or other remote areas of the parcel.

This study will provide the City with a listing of available access points, methods of accessing the entirety of the city owned property, and relative costs for the various alternatives. This is not a design contract. This is a feasibility and analysis study for the various access points.

The City Capital Facilities Department solicited a request for proposals that was advertised for 24 days and had two respondents. PDC Engineers was the highest scoring proposal evaluated by Capital Facilities, Planning, and Administration and selected for negotiations.

PDC will work with the City, other landholders within the property area, and trail user groups to gather a firm understanding of the impacts, history, and needs for the site.

A public meeting prior to a final draft will allow the public to review the information and provide comment.

The intent is to complete the study over the course of the spring/summer and have a final draft study to coincide with the Comp Plan final draft.

Funds will be transferred from the land development reserve to the Capital Facilities Department budget with the 2021 Projects/Carry Forward budget resolution to pay for the study.

The contract was executed by the City Manager in accordance with the Procurement Code to facilitate the desired timeline.

File #: 21-0165, Version: 1

This report is filed per Valdez City Procurement Code 02.80.040



City of Valdez Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and RESPEC MPANY, LLC dba PDC ENGINEERS ("Consultant") is effective on the day of , 2021.

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

Project: Valdez ASLS 79-116 Access Study Project No: 21-PZ-001 Contract No.: 1744 Cost Code: 001-5780-43400

Consultant's project manager under this agreement is Patrick Cotter.

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 which is incorporated herein by reference.

ARTICLE 2. Compensation

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

ARTICLE 3. Period of Performance

 3^{\prime} .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 270 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

Revised 07/2019



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:

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

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

ARTICLE 6. Appendices

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

Appendix	Title
A	Scope of Work
В	Basis of Compensation
С	General Conditions



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.

RESPEC COMPANY LLC dba PDC ENGINEERS

Authorized Signature

Patrick Cotte

Printed name

2 23 21 Date:

Title: Project Manager

FEDERAL ID #: 83-2898293

1028 Aurora Drive

Mailing Address

Fairbanks, AK 99709 City, State, Zip Code

Signature of Company Secretary or Attest

Date:

CITY OF VALDEZ, ALASKA APPROVED:

Mark Detler, City Manager

City Manager Date:

ATTEST:

Sheri'L. Pierce, MMC, City Clerk

Date:

RECOMMENDED:

Nathan Duval, Capital Facilities Director

3-1-21 Date:

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





Appendix A Scope of Work

BASIC SERVICES

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

A preliminary access study for an area of land within the City limits comprised primarily of Tracts A, B, F, and G of ASLS 79-116, which is currently zoned heavy industrial but has recently been subdivided and sold to developers interested in creating a commercial / recreational area inclusive of residential housing development.

PDC Engineers will also deliver the following:

- 1. Digital copies (in an agreed upon format) of all presentation and meeting material which will be posted on the City of Valdez webpage;
- 2. Meeting summaries for all meetings and workshops, including written records of all public comments;
- 3. GIS layers/shape files of all completed mapping & survey work;
- 4. Final report in an electronic format amenable to the City.

The scope of work is more specifically described in the attached proposal dated February 17, 2021, which is incorporated herein by reference.

Appendix B Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$79,935 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).



February 17, 2021

Nathan Duval Assistant City Manager – Capital Facilities Director City of Valdez 212 Chenega Avenue Valdez, AK 99686

SUBJECT: ASLS 79-116 Access Study scope of work

Dear Mr. Duval:

The City of Valdez needs roadway access to municipal and private property east of Valdez Glacier Stream to spur commercial, residential, and recreational development. This area's location makes it highly desirable for a new mountain resort and ski area, much-needed residential subdivisions, and opportunities for new commercial ventures. Municipal land sales to private developers in the recent past have set the stage for development; access is the next critical piece.

PDC Engineers proposes the following scope of services for the Access Study.

Task 1 - Data Collection

PDC will collect and compile geospatial data, environmental data, documents and plans, and physical features into a GIS database. The GIS will be used to develop a series of maps to identify baseline conditions and potential corridors. During this task, two PDC staff will conduct a site visit to experience on-the-ground conditions and meet with City staff.

Task 2 – Public Outreach and Stakeholder Coordination

PDC staff will conduct up to 10 one-on-one interviews with stakeholders to understand access issues, identify areas of concern, and focus PDC's corridor analysis. Interviews will be conducted primarily by phone.

PDC will coordinate with the on-going Comprehensive Plan Update team to incorporate public comments on the proposed access and stay informed of the comp plan's progress.

PDC will coordinate, advertise, and facilitate and public meeting to present the final access alternatives.

Task 3 – Alternatives Development

PDC will develop preliminary alterative access corridors and potential access points based on our data analysis and stakeholder interviews. We will conduct a second site visit to

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help refine the preliminary corridors. PDC will also draft preliminary typical sections for the access roads so that we can develop cost estimates and identify the road prism's footprint

Task 4 – Alternatives Analysis and Recommendations

After PDC has established several viable alternatives, we'll develop evaluation criteria for objectively comparing those alternatives. We'll use criteria such as environmental impacts, public sentiment, natural hazards, emergency access/egress, maintenance considerations, bridge/culvert needs, the ability to collocate utilities, and phasing/implementation options. PDC will also draft planning-level cost estimates and outline the permitting needs for each alternative.

We'll hold a workshop with City of Valdez staff to finalize the criteria, develop weights for each criterion, and then score the alternatives. This exercise will establish a preferred alternative for presentation to the public.

The final recommendations report will outline the alternatives development process and establish an implementation plan for development. The implementation plan will include costs, phasing, and permits as well as potential funding sources. We'll include design standards for the road and the proposed typical section.

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site visit #1	*					
alternatives dev.		1.12 200				
site visit #2				*		
evaluation workshop				*		
recommendations					1777	
public mtg					*	
final report						*
site visit #1	03/17/21					
site visit #2	06/09/21					
alternatives evaluation workshop	06/23/21					
public meeting	07/21/21					
final report & recommendations	08/18/21					

Schedule

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Fee Summary

Task	Labor	Expenses	Total cost
1 – Data collection	\$17,460	\$700	\$18,160
2 – Outreach	\$9,020	\$950	\$9,970
3 – Alternatives Dev.	\$28,045	\$1,350	\$29,395
4 – Alternatives Eval. + recommendations	\$22,410	\$0	\$22,410
Totals	\$76,935	\$3,000	\$79,935

Thank you for this opportunity; we look forward to beginning this work. Please call if you have any questions or comments.

Sincerely,

Patrick Cotter, AICP Project Manager PDC Engineers

Attachments:

Detailed fee breakdown

Anchorage | Fairbanks | Juneau | Palmer | Soldotna 1028 Aurora Dr., Fairbanks, AK 99709 907.452.1414 www.PDCENG.com

PRICE PER TASK SUMMARY

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FOR F	RM:	\$76,935	\$0	\$3,000	\$79,935	\$0	\$79,935	\$0	\$79,935

* Labor Rates shall be direct labor (base pay) only if Method of Payment is CPFF; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead + profit.)

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Appendix C General Conditions

Definitions:

I.

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

<u>Change:</u> 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.

<u>City's Project Manager</u>: 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.

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

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

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

<u>Optional Services:</u> 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.

<u>Prime Compensation:</u> 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.

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

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



II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Insurance:

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



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

V. <u>Payments:</u>

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

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

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

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

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of <u>n/a</u> 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. <u>Audits and Records:</u>

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 with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this



Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. <u>Subconsultants. Successors and Assigns:</u>

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

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

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

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

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

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

XIV. <u>Claims and Disputes:</u>

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to



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

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

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



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

XV. Extent of Agreement:

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

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

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

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

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

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

XVI. <u>Governing Laws:</u>

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. <u>Minimum Wages:</u>

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



City of Valdez Contract Release Page 1 of 2

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

Project: Valdez ASLS 79-119 Access Study Project No. 31-PZ-001 Contract No. 1744

The undersigned hereby acknowledges receipt of the amount of \$_____as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

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

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

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

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.



City of Valdez Contract Release Page 2 of 2

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of _____, 2020.

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 tr	ue and correct to the	best of his knowledge and belief, and
that he signed the same freely and voluntarily	for the uses and pur	poses therein mentioned, and that he

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: _____



Legislation Text

File #: 21-0167, Version: 1

ITEM TITLE:

City Manager's Report March 16, 2021 **SUBMITTED BY:** Mark Detter, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

The past two weeks have involved the following issues and activities.

Attend Prince William Sound Economic Development District Meeting-Quarterly meetings of this group are held with communities throughout Prince William Sound to discuss common regional economic development issues. Governor Bill Walker attend the meeting on March 4, 2021 and provided guidance to group on how a Port Authority may be formed.

Working on plan to deescalate COVID-19 Emergency and end mask mandate. After input from various individuals within the Unified Command structure, Chief Hinkle, Assistant City Manager Nathan Duval, and myself will be presenting plan to end emergency declaration for COVID 19 and mask mandate in Valdez on May 7, 2021. Further details will be laid out Tuesday night.

Begin discussions on updating building code. Planning department staff has been involved in initial discussions on updating building code. City Attorney and City Clerk are advising on process.

Attended Providence Health Advisory Board meeting. City staff is planning to circulate RFP for Hospital Master plan update within next few weeks.

Issues I will be tracking in next few weeks will include:

Reviewing RFPs for Fire Services study.

Tracking access study for area commonly referred to as Rydor Property.

Reviewing selected sections of drafts of Comprehensive Plan.

Preparing for work session on Negotiated land sale and Pipeline Club and Land Shark

File #: 21-0167, Version: 1

properties.



Legislation Text

File #: 21-0168, Version: 1

ITEM TITLE:

Council Calendars - April & March 2021

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Council calendars for April and March 2021 attached for reference.

March



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 6pm – Ports & Harbors Commission Work Session	2 11:30am - City Permanent Fund Meeting	3 5:30pm — Library Board Meeting	4	5	6
	7pm — Ports & Harbors Commission Meeting	6pm – City Council Work Session (City Projects) 7pm - Council Regular Meeting				
7	8 6:30pm — School Board Meeting	9 6:30pm - PVMC HAC Meeting (@ PVMC)	10 7pm—Planning & Zoning Commission	11	12	13
		6pm – Parks & Rec Commission Work Session (Ice Rink Discussion) 7pm – Parks & Rec Commission Meeting				
14	15 7pm — Ports & Harbors Commission Meeting	16 6pm – Council Work Session (Finance/Budgeting) 7pm - Council Regular Meeting	17 Noon – Flood Task Force Meeting 7pm – Economic Diversification Commission Meeting	18 6:30pm – VMHA Board Meeting (@ Museum) 6pm – School Board Meeting	19	20
21	22 George School Poord Macting	23	24 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC)	25	26	27
28	6:30pm – School Board Meeting 29 HOLIDAY	30 Noon – Beautification Task Force Meeting 6pm – Council Work Session	7pm – Planning & Zoning Commission 31			
		(Disposition of City Property)				

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting. Updated 03.09.2021 Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 7pm – Ports & Harbors Commission Meeting	6 6pm – City Council Work Session (PVMC Annual Report) 7pm – City Council Regular Meeting	7 5:30pm – Library Board Meeting	8	9	10
11	12 6:30pm — School Board Meeting	13 6:30pm - PVMC HAC Meeting (@ PVMC) 6pm – Parks & Recreation Commission Work Session 7pm – Parks & Recreation Commission Regular Meeting	14 7pm – Planning & Zoning Commission	15 6:30pm – VMHA Board Meeting (@ Museum)	16	17
18	19 7pm – Ports & Harbors Commission Meeting	20 6pm – Board of Equalization Hearings (if needed) 7pm – City Council Regular Meeting	21 Noon – Flood Mitigation Task Force Meeting 7pm – Economic Diversification Commission Meeting	22 6pm – School Board Budget Hearing	23	24
25	26 Noon – Beautification Task Force Meeting 6:30pm – School Board Meeting	27	28 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC) 7pm – Planning & Zoning Commission Meeting	29	30	

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting. Updated 03.11.2021 Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.