



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, August 4, 2026

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Work Session: Introductory Conversation on Municipal Property Tax Exemption Options Under HB13](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Proclamation: 2026 Coast Guard Day](#)
2. [Proclamation: Safe and Sound Week 2026](#)
3. [Acceptance of Resignation of Ports and Harbors Commission Member Edward Day](#)
4. [Approval to Go Into Executive Session Regarding City Manager Evaluation/Review](#)

VI. NEW BUSINESS

1. [Appointment to Ports & Harbors Commission Vacancy - Applicants: Jamie Pierce and John May](#)
2. [Appointment to the Beautification Commission- Applicants: Meg Weaver, Timi Miner and Cassandra MacDonald](#)
3. [Approval of Contract Award with Prism Design and Construction for the Animal Shelter Fuel Piping Project in the Amount of \\$176,314.44](#)

4. [Approval of Amendment #1 with North Star Fire Protection, LLC to Extend the 2025 Fire Prevention Systems Inspections Contract Through 2027.](#)

VII. RESOLUTIONS

1. [#26-38 - Amending the 2026 Budget by Accepting an Additional \\$17.4MM in Unbudgeted Revenue and by Appropriating \\$12.7MM to Debt Service Fund for Payment of Principal and Interest on Bonded Indebtedness and by Appropriating \\$4.7MM to Repayment Reserve](#)

VIII. REPORTS

1. [Report: Scrap Barge 2026](#)
2. [Report: Valdez Tourism Task Force Recommendations for Future Bylaws for Destination Valdez](#)
3. [Change Order Report: Emergency Generator Annual Inspection Contract Extension Through 2027 in the Amount of \\$23,000](#)

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

1. City Manager Report

1. [City Manager Written Report](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

X. COUNCIL BUSINESS FROM THE FLOOR

XI. EXECUTIVE SESSION

XII. RETURN FROM EXECUTIVE SESSION

XIII. ADJOURNMENT



Legislation Text

File #: 26-0323, **Version:** 1

ITEM TITLE:

Work Session: Introductory Conversation on Municipal Property Tax Exemption Options Under HB13

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

HB 13 adds five additional optional municipal property tax exemptions to state law, one of which is a flexible exemption for a property owners' primary residence and permanent place of abode. This could be a lever for providing some property tax relief to Valdez homeowner and Council has prioritized looking at options.

HB 13 was passed by the Alaska Legislature and allowed to become law without the Governor's signature. The effective date of this law is September 20, 2026. So changes can be made in advance of the 2027 tax year.

Council's Housing Subcommittee will have met on Monday, August 3rd to discuss options and will share their thoughts and recommendations with the full Council at this work session.

Attached are the following:

- Memo from City Manager of administrative burden and other considerations for each of the 5 new exemptions under HB 13
- Full text of the enrolled (final) version of HB 13
- Sponsor summary explain HB 13.



To | City Council

From | Nate Duval, City Manager

RE | HB13

Date | 06/22/2026

Background and Purpose

HB 13 amends AS 29.45.050 to authorize municipalities to adopt five new optional property tax exemptions by ordinance. This memo does not evaluate foregone revenue. Its purpose is to inform the Council of the long-term staff time, verification obligations, recordkeeping requirements, and organizational overhead that would accompany adoption of each exemption.

This analysis is presented in the context of Valdez's existing tax base, in which 80–90 percent of assessed property value is attributable to oil and gas properties. Residential properties constitute a small fraction of total taxable value. The Council has expressed interest in adopting exemptions that benefit resident property owners to the maximum practicable extent. The question before the Council is therefore not primarily fiscal — it is operational: what does the City commit to administering if it enacts these exemptions?

Summary: Administrative Complexity by Exemption

Exemption	Description	Key Qualification Burden	Annual Admin Load	Complexity
(aa)	STR-to-LTR Conversion	Annual use verification; rental period documentation; conversion date tracking	High-Medium	Medium
(bb)	Mobile Home Park Construction/Renovation	One-time verification; 10-year term tracking; renovation scope documentation	Low	Low
(cc)	Low-Income Rental (Rent ≤30% of Income)	Annual income verification per tenant; rent-to-income ratio calculation; ongoing re-qualification	High	High
(dd)	Owner-Occupied Permanent Residence	Initial residency/ownership verification; periodic re-confirmation; address consistency checks	Low-Medium	Low
(ee)	First-Time Homebuyer	First-time buyer verification; term/duration determination (statute silent); potential audit exposure	High-Medium	Medium

Detailed Analysis by Exemption

(aa) Short-Term Rental to Long-Term Rental Conversion

Statutory summary: Exempts or partially exempts a structure converted from short-term rental use (30 days or fewer) to exclusive long-term rental use (31 or more consecutive days). Excludes hotels, motels, bed and breakfasts, commercially operated hunting and wilderness camps, and government or nonprofit operated temporary housing.

Administrative obligations if adopted:

- Create, maintain, and enforce a registry requirement for properties operating as short-term rentals.
- Maintain a registry of properties claiming exemption, including documentation of prior short-term rental status and the date of conversion.
- Develop and publish an application process, with required documentation standards (e.g., prior rental platform listings, booking records, lease agreements showing 31+ day terms).
- Conduct annual re-verification to confirm the property remains in exclusive long-term rental use.
- Monitor Airbnb, VRBO, and similar platforms annually to identify properties that may have reverted to short-term use.
- Adjudicate edge cases: a property that rents long-term for 10 months and is listed short-term for 2 months. The statute requires “exclusive” long-term use, but enforcement depends on information the City does not passively receive.
- Issue clawback assessments for properties found to have reverted, including back-tax calculations and potential interest and penalties if an ordinance establishes those.

Staff assessment: This exemption creates a recurring annual verification burden with meaningful audit risk. Valdez currently does not rigorously enforce a short-term rental licensing or registration program. Without enforcement, the City has no reliable mechanism to detect reversion. If the Council wishes to adopt this exemption, staff recommends pairing it with a mandatory STR registration and enforcement mandate, which would itself require additional administrative infrastructure. Workload is moderate in steady state but could spike during audit cycles. On its own this exemption may be able to be absorbed by current staffing levels, however, if combined with another exemption would require additional permanent staff.

(bb) Mobile Home Park Construction or Renovation

Statutory summary: Exempts or partially exempts a mobile home park for up to 10 years following construction or renovation.

Administrative obligations if adopted:

- Verify qualifying event (new construction or renovation) at time of application, including documentation of project completion date.
- Calculate and calendar the 10-year exemption period; set a termination date in the assessment system.
- Confirm that the property continues to function as a mobile home park during the exemption period (change of use would logically terminate eligibility, though the statute does not address this; ordinance drafting should clarify).
- Track any partial exemption percentage if the Council opts for partial rather than full exemption.

Staff assessment: This is the lowest-burden exemption in the group, as practically speaking, it's very similar to the Economic Development exemption outlined in VMC 3.12.040(C). It involves a one-time qualification event, a fixed sunset date, and a property type that is stable and easily identifiable. Given the housing supply context in Valdez, this exemption could provide a meaningful incentive for mobile home park development or rehabilitation with minimal ongoing overhead. Staff has no significant concern about administrative capacity.

(cc) Low-Income Family Rental (Rent-to-Income Cap)

Statutory summary: Exempts or partially exempts real property rented to a low-income family where monthly rent does not exceed 30 percent of the family's monthly income. "Low-income family" is defined by reference to federal housing statute (42 U.S.C. 1437a(b)(2)(A)). Family income is calculated as the sum of each earning member's prior-year adjusted gross income divided by 12.

Administrative obligations if adopted:

- Develop an application and certification process requiring income documentation (federal tax returns or IRS transcripts) for each earning member of each qualifying household.
- Calculate family income using the statutory formula annually. Income levels change year to year; re-qualification is required each assessment cycle.
- Verify rent charged does not exceed 30 percent of the calculated monthly income. This requires the landlord to submit both rent documentation and tenant income documentation — creating a tri-party information flow (tenant to landlord to City).
- Confirm the applicable federal definition of "low-income families" under 42 U.S.C. 1437a(b)(2)(A), which uses area median income thresholds set by HUD annually. The City must track HUD AMI updates each year and recalibrate qualifying thresholds accordingly.
- Manage confidential income information for private individuals. This creates records management obligations, potential public records exemptions, and data security considerations.
- Handle tenant turnover: a unit's exemption status can change mid-year if a qualifying tenant vacates and a non-qualifying tenant occupies. Proration rules must be established by ordinance.
- Implement clawback procedures when rent-to-income ratio is discovered to have exceeded the 30 percent cap during a prior exemption year.

Staff assessment: This is the highest-burden exemption in the group by a significant margin. It requires annual income verification of private individuals, tracking of a federal regulatory threshold that changes each year, and management of a multi-party documentation chain. The City's staff does not currently administer programs of this nature by intentional design. Staff recommends the Council carefully weigh whether the organizational investment required is proportionate to the number of qualifying units likely to exist in Valdez, as this exemption would require additional permanent staffing on its own.

One viable path forward may be a narrower implementation: the City could accept existing AHFC income certification as the qualifying condition for the exemption, limiting eligibility to units already participating in an AHFC program where income verification is performed by AHFC as a matter of their own compliance obligations. Valdez has AHFC-developed units for which this approach would be immediately applicable. This would reduce the City's administrative burden to confirming AHFC certification status rather than conducting independent income verification (i.e. Sound View, VSLA, Bremner Apartments, Blueberry).

(dd) Owner-Occupied Permanent Residence (Homestead Exemption)

Statutory summary: Exempts or partially exempts real property owned and occupied as a permanent place of abode by a resident of the municipality.

Administrative obligations if adopted:

- Adopt ordinance language designating receipt of the existing Primary Home Exemption under AS 29.45.050(a) as the qualifying condition for the (dd) exemption.
- No separate application process is required; eligibility is determined as a byproduct of the annual PHE workflow already administered by the City.
- Apply the (dd) exemption consistent with the City's existing exemption stacking order: mandatory exemptions under AS 29.45.030(e) — senior, disabled veteran, and qualified widow/widower — are applied first against assessed value, followed by the PHE, with the (dd) homestead exemption applied last against any remaining taxable value.
- Ensure ordinance drafting includes a contingency provision specifying how (dd) qualification will be determined in the event the PHE is modified or discontinued in the future.

Staff assessment: This is a well-understood exemption type with established practice in Alaska municipalities and is directly aligned with the Council's stated goal of benefiting resident property owners. Importantly, the City already administers a Primary Home Exemption under AS 29.45.050(a), which requires the same foundational eligibility criteria — ownership and primary residency within the municipality. Staff recommends that any (dd) exemption adopted by ordinance be structured so that receipt of the existing Primary Home Exemption serves as automatic qualification, eliminating the need for a separate application process. Under this approach, the administrative burden of (dd) is effectively zero beyond what the City already performs annually for the PHE. No new verification infrastructure is required, staff has no significant concern about administrative capacity.

(ee) First-Time Homebuyer

Statutory summary: Exempts or partially exempts residential real property owned and occupied by a first-time home buyer.

Administrative obligations if adopted:

- Develop a definition and verification process for “first-time homebuyer.” The statute does not define the term or specify a lookback period (e.g., whether a first-time homebuyer who closed on a home 15 years ago qualifies). These determinations must be made by ordinance and will require legal review.
- Obtain documentation establishing that the applicant has not previously held title to residential real property (within a defined lookback window, if applicable). Self-certification is the most practical mechanism but creates audit risk; title history searches are possible but impose both hard costs and staff time.
- Determine the exemption duration: does it apply for the life of the buyer’s ownership, for a fixed term, or only in the year of purchase? The statute is silent, an ordinance would determine the ongoing workload by specifying duration.
- Track expiration of eligibility if a term-limited approach is adopted, and generate reassessment notices upon expiration.
- Adjudicate edge cases, examples include co-ownership with a non-first-time buyer; divorce and re-purchase; inherited property; prior ownership in another state or country.
- Monitor for subsequent purchase of additional properties, which may terminate the exemption if the ordinance ties eligibility to the buyer’s primary residence status.

Staff assessment: This exemption has moderate administrative burden but high legal drafting complexity due to the statute’s silence on key terms, further, the number of qualifying applications per year in Valdez is likely modest. Exemption is likely moot with the application of PHE above. On its own this exemption may be able to be absorbed by current staffing levels, however, if combined with another exemption would require additional permanent staff.

Staff Observations and Considerations for Council

The following observations are offered to assist the Council in prioritizing among the available exemptions:

Exemptions (dd) and (bb) are operationally straightforward. Exemption (dd), the owner-occupied permanent residence exemption, directly addresses the Council's stated goal, benefits the broadest class of resident property owners, and is well-supported by established administrative practice in Alaska. Exemption (bb), the mobile home park exemption, involves a single qualifying event and a fixed sunset, making it the least burdensome of all five optional exemptions included in HB13 over time.

Exemption (ee) is achievable with adequate ordinance drafting. The primary risk is definitional ambiguity in the enabling statute. If the Council wishes to pursue this exemption, early engagement with the City Attorney on ordinance language will reduce downstream administrative uncertainty.

Exemption (aa) is implementable but would benefit from a companion STR registration compliance mandate. Without a mechanism to detect reversion to short-term rental use, the exemption is difficult to audit reliably. If the Council proceeds, staff recommends addressing the STR compliance issue beforehand.

Exemption (cc) carries the highest ongoing administrative cost of the five in its full statutory scope and will require additional permanent staffing to administer given the requirements outlined in HB13. However, staff has identified a narrower implementation path that may make it workable: limiting eligibility to units already certified under an AHFC program, where income verification is performed by AHFC as a matter of their own compliance obligations. Valdez has AHFC-developed units to which this approach would apply immediately. Before committing to (cc) by ordinance, staff recommends the Council direct the City Manager to consult with AHFC regarding an intergovernmental agreement supporting this framework. If that path proves viable, the City's administrative role is reduced to confirming AHFC certification status rather than conducting independent income verification, a materially different and manageable obligation.

Staff is prepared to develop implementation timelines, draft ordinance frameworks, present estimated workload impacts, and estimate foregone revenue for any exemptions the Council wishes to pursue.



LAWS OF ALASKA

2026

Source

SCS CSSSHB 13(STA)

Chapter No.

AN ACT

Relating to optional municipal property tax exemptions for real property owned and occupied by volunteer certified or licensed providers of fire fighting, emergency medical, mobile intensive care paramedic services, or hazardous materials response services; relating to optional municipal property tax exemptions for certain long-term rental units, certain mobile home parks, real property rented to low-income families, real property owned and occupied as a permanent place of abode, and real property owned by first-time homebuyers; and relating to municipal tax refunds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

AN ACT

1 Relating to optional municipal property tax exemptions for real property owned and occupied
2 by volunteer certified or licensed providers of fire fighting, emergency medical, mobile
3 intensive care paramedic services, or hazardous materials response services; relating to optional
4 municipal property tax exemptions for certain long-term rental units, certain mobile home
5 parks, real property rented to low-income families, real property owned and occupied as a
6 permanent place of abode, and real property owned by first-time homebuyers; and relating to
7 municipal tax refunds.

8 _____
9 * **Section 1.** AS 29.45.050(r) is amended to read:

10 (r) A municipality may by ordinance exempt **or partially exempt** from taxation
11 [AN AMOUNT NOT TO EXCEED \$10,000 OF THE ASSESSED VALUE OF] real
12 property owned and occupied as a permanent place of abode by a resident who provides
13 in the municipality volunteer (1) fire fighting services and is certified as a firefighter by

1 the Department of Public Safety; [, OR] (2) emergency medical services or mobile
2 intensive care paramedic services and is certified or licensed under AS 18.08.082; **or**
3 **(3) hazardous materials response services.** If two or more individuals are eligible for
4 an exemption for the same property, not more than two exemptions may be granted.

5 * **Sec. 2.** AS 29.45.050 is amended by adding new subsections to read:

6 (aa) A municipality may by ordinance exempt or partially exempt from taxation
7 a structure that contains a dwelling unit that was converted from use as a short-term
8 rental unit to exclusive use as a long-term rental unit. In this subsection,

9 (1) "dwelling unit" has the meaning given in AS 34.03.360;

10 (2) "long-term rental unit" means a dwelling unit offered for rent for
11 periods of not less than 31 consecutive days;

12 (3) "short-term rental unit" means a dwelling unit offered for rent for
13 periods of 30 consecutive days or less; "short-term rental unit" does not include a

14 (A) hotel, motel, or bed and breakfast;

15 (B) commercially operated hunting or wilderness camp; or

16 (C) dwelling unit operated by a government entity or charitable
17 organization that provides temporary housing to individuals or family members
18 of individuals who are being treated for trauma, injury, or disease.

19 (bb) A municipality may by ordinance exempt or partially exempt from taxation
20 a mobile home park for up to 10 years after the mobile home park is constructed or
21 renovated.

22 (cc) A municipality may by ordinance exempt or partially exempt from taxation
23 real property rented to a low-income family if the monthly rent charged to the low-
24 income family is not more than 30 percent of the family's income. In this subsection,

25 (1) "family's income" means the sum of the previous tax year's adjusted
26 gross incomes for each person in the family who earned income divided by 12;

27 (2) "low-income family" has the meaning given to "low-income
28 families" in 42 U.S.C. 1437a(b)(2)(A).

29 (dd) A municipality may by ordinance exempt or partially exempt from taxation
30 real property owned and occupied as a permanent place of abode by a resident of the
31 municipality.

1 (ee) A municipality may by ordinance exempt or partially exempt from taxation
2 residential real property owned and occupied by a first-time home buyer.

3 * **Sec. 3.** AS 29.45.500(a) is amended to read:

4 (a) If a taxpayer pays taxes under protest, the taxpayer may bring suit in the
5 superior court against the municipality for recovery of the taxes. If judgment for
6 recovery is given against the municipality, or, if in the absence of suit, it becomes
7 obvious to the governing body that judgment for recovery of the taxes would be obtained
8 if legal proceedings were brought, the municipality shall refund the amount of the taxes
9 to the taxpayer with interest [AT EIGHT PERCENT] from the date of payment plus
10 costs. **The interest rate is three percentage points above the 12th Federal Reserve**
11 **District discount rate in effect on January 2 of the year of payment.**

12 * **Sec. 4.** AS 29.45.500(b) is amended to read:

13 (b) If, in payment of taxes legally imposed, a remittance by a taxpayer through
14 error or otherwise exceeds the amount due, and the municipality, on audit of the account
15 in question, is satisfied that this is the case, the municipality shall refund the excess to
16 the taxpayer [WITH INTEREST AT EIGHT PERCENT FROM THE DATE OF
17 PAYMENT]. A claim for refund filed one year after the due date of the tax is forever
18 barred.

34TH ALASKA STATE LEGISLATURE

Session

State Capitol, Rm. 118
Juneau, AK 99801
(907) 465-4940

Interim

1500 W. Benson Blvd
Anchorage, AK 99503
(907) 269-0123



House Judiciary Committee, Chair

House Military and Veterans'
Affairs, Committee Vice-Chair

Joint Armed Services Committee,
Co-chair

House Health and Social Services
Committee

Rep.Andrew.Gray@akleg.gov

REPRESENTATIVE ANDREW GRAY

SCSCSSSHB 13(CRA) 34-LS0194\O

Sponsor Statement

April 21, 2026

House Bill 13 gives municipalities additional tools to use at their discretion in helping to solve their local housing challenges. Five separate and ***completely optional*** municipal tax exemptions are specifically authorized by this legislation

- For owners that convert a short-term to a long-term rental
- Up to a 10-year exemption for certain mobile home park construction/renovation projects
- For properties rented to low-income families (as defined by 42 U.S.C. 1437a(b)(2)(A))
- People who reside in owner occupied homes
- People that are first-time homebuyers

As added in the Senate Community and Regional Affairs (SCRA) committee the legislation changes the overpayment (when overpayment is not the fault of the ratepayer) refund rate of interest charged by a municipality from a flat eight percent to three percentage points above the 12th Federal Reserve District discount rate in effect on January 2 of the year of the payment. The SCRA version also eliminates the interest payments that municipalities shall refund taxpayers who overpay due to taxpayer error.

In summary, the legislation specifically gives multiple ***options*** to municipalities for use in solving housing challenges that vary from community to community across Alaska.

No tax exemption in this bill is mandatory.

I would appreciate your support.



Legislation Text

File #: 26-0321, **Version:** 1

ITEM TITLE:

Proclamation: 2026 Coast Guard Day

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Proclamation recognizing August 4th, 2026, as Coast Guard Day. Celebrating the important role of the United States Coast Guard plays in the community and recognizing the service of all Coast Guard members and their families.



PROCLAMATION

WHEREAS, the United States Coast Guard has had a presence in Alaskan waters for over 150 years; and

WHEREAS, the United States Coast Guard's Arctic District encompasses over 3,853,500 square miles and over 47,300 miles of shoreline throughout Alaska and the Arctic, with the mission to serve and safeguard the public, protect the environment and its resources, and defend the nation's interests in the Alaska maritime region; and

WHEREAS, the United States Coast Guard played an instrumental role in managing Valdez's two largest historic disasters, with the response of the Coast Guard Cutter Sedge after the 1964 Earthquake and the Coast Guard's oversight of response efforts and coordination of other federal resources after the 1989 Exxon Valdez Oil Spill, an event that involved service from about 1100 Coast Guard personnel over a six-month period; and

WHEREAS, Valdez proudly serves as the home to Marine Safety Unit Valdez, Station Valdez, Sector Field Office Valdez, Electronics Support Detachment Unit Valdez, Independent Health Services Technician, and homeport for the USCG Cutter Blacktip; and

WHEREAS, the significant presence of the United States Coast Guard in Valdez greatly aids maritime industry operations, safe vessel navigation and emergency response capabilities in the area; and

WHEREAS, Coast Guard service members and their families play a key role in making Valdez a vibrant and appealing place to live; and

WHEREAS, on April 7, 2021, Valdez was named a Coast Guard City in recognition of the efforts made to make Coast Guard men and women feel at home in our community; and

WHEREAS, Coast Guard Day is an annual celebration of the founding of the United States Coast Guard as the Revenue Marine on August 4, 1790, by then-Secretary of the Treasury Alexander Hamilton.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, Alaska, do hereby recognize Tuesday, August 4, 2026 as

COAST GUARD DAY

in Valdez and urge our community to show sincere appreciation to the service members who provide critical support for maritime safety and security in Port Valdez, Prince William Sound and across Alaska throughout this month.

Dated this 4th day of August, 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 26-0322, **Version:** 1

ITEM TITLE:

Proclamation: Safe and Sound Week 2026

SUBMITTED BY: Rhea Cragun, Director Human Resources

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

A proclamation naming August 10 - 16, 2026 as "Safe and Sound Week" and encouraging all citizens to join with the Occupational Safety and Health Administration, city administration and the City Employee Safety Committee to increase awareness of the value of following safe practices and staying safe at work while helping enhance their workplace safety efforts is attached.



PROCLAMATION

WHEREAS, Safe + Sound Week is a nationwide initiative that recognizes the importance of workplace safety and health programs and encourages employers and employees to work together to create safe and healthy workplaces for all; and

WHEREAS, safe workplaces benefit employees, employers, and citizens alike while recognizing that safe workplaces are sound businesses; and

WHEREAS, the majority of workplace injuries and fatalities are preventable, yet more than 5,000 workers in the United States die each year from job-related injuries, and millions more suffer occupational injuries and illnesses; and

WHEREAS, businesses spend an estimated \$170 billion annually on costs associated with occupational injuries, illnesses, and healthcare, in addition to the immeasurable personal impact of losing a loved one, friend, or coworker; and

WHEREAS, by fostering a culture of safety, where every employee understands both their right to a safe and healthy workplace and their responsibility for their own safety and the safety of others, organizations can reduce workplace risks, protect workers, and enhance productivity; and

WHEREAS, the Occupational Safety and Health Administration (OSHA) and its association partners representing thousands of businesses and organizations across the United States will mobilize during Safe + Sound Week to increase awareness of the value of following safe practices and staying safe at work; and

WHEREAS, the City of Valdez is committed to providing a safe and healthy work environment through training, hazard recognition, accountability, and continuous improvement of workplace safety practices; and

WHEREAS, during the week of August 10th through 16th, 2026, the City of Valdez Administration and Employee Safety Committee will celebrate Safe + Sound Week with City employees to increase awareness of the value of following safe practices and staying safe at work while helping enhance workplace safety efforts;

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby announce and proclaim, August 10th through 16th, 2026, as

Safe + Sound Week 2026

and encourage all organizations, community leaders, employers and employees to support activities designed to increase awareness of the importance of safe workplaces for all.

Dated this 4th day of August, 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 26-0317, **Version:** 1

ITEM TITLE:

Acceptance of Resignation of Ports and Harbors Commission Member Edward Day

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Accept resignation.

SUMMARY STATEMENT:

Section XIII.E.19 of Council Policies and Procedures (re: citizens advisory groups) states “*Any member wishing to resign from a citizen advisory group prior to the completion of their full term shall provide written notice to their staff liaison who will forward such notice to the City Clerk’s Office for processing and formal acceptance by City Council*”.

Beautification Commission Member Edward Day submitted his resignation to the Clerk’s Office by email on July 17, 2026.

The Clerk’s Office has kept two prior applicants on file Council will vote by ballot to appoint one of the applicant to serve the remainder of Commissioner Day’s term under New Business this evening.

Elise Sorum-Birk

From: Edward Day [REDACTED]
Sent: Friday, July 17, 2026 8:10 AM
To: Elise Sorum-Birk
Subject: Re: Ports & Harbors Commission Attendance

Elise,
Apologies for the delay. I looked back thru my email and I've always responded to the emails for meetings. It also seems a portion of those meetings I responded I could attend were canceled. If there are others interested please pursue that avenue.

Regards,
Ed Day

From: Elise Sorum-Birk <ESorumBirk@ValdezAK.Gov>
Sent: Tuesday, June 30, 2026 11:34 AM
To: [REDACTED]
Cc: Jeremy Talbott <JTalbott@ValdezAK.Gov>; Sheri Pierce <SPierce@ValdezAK.Gov>
Subject: Ports & Harbors Commission Attendance

Good Afternoon Edward-

I just wanted to reach out to touch base since you have not been able to attend most of the Ports & Harbors Commission meetings in the last year.

We absolutely understand that everyone gets busy and there is often a lot going on and just want to check-in and see where you are at with serving on the commission.

Regular attendance at meeting and work sessions is required under adopted Council policies and procedure and is expected of commissioners.

If you will be able to commit to regularly attending meetings for the final year of your term, it would make sense for you to continue to serve.

If not, we do have some other community members who have expressed interest and who want to be part of the commission.

Please let me know your thoughts.

Thank you so much,
Elise



Elise Sorum-Birk, CMC
Deputy Clerk, Office of the City Clerk

 [907-834-3468](tel:907-834-3468)  [907-313-9105](tel:907-313-9105)

 ESorumBirk@ValdezAK.Gov  ValdezAK.gov

 [212 Chenega Ave, Valdez, AK 99686-0307](#)



Legislation Text

File #: 26-0324, **Version:** 1

ITEM TITLE:

Approval to Go Into Executive Session Regarding City Manager Evaluation/Review

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

[Click here to enter text.](#)

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 #: 26-0318, **Version:** 1

ITEM TITLE:

Appointment to Ports & Harbors Commission Vacancy - Applicants: Jamie Pierce and John May

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Appoint one applicant.

SUMMARY STATEMENT:

One partial term on the Ports & Harbors Commission expiring on June 30, 2027 has become vacant with the resignation of Commissioner Day.

The following prior applicants agreed to keep their applications on file in the case vacancy:

- Jamie Pierce
- John May

Council will vote by ballot and select the applicant with the most votes.

Application Form

Profile

How did you learn about this vacancy?

☒ Social Media

Jamie Pierce
First Name Last Name

Email Address

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

Home Address Suite or Apt
City State Postal Code

Primary Phone Alternate Phone

Copper Valley Telecom Purchasing Assistant
Employer Occupation

Which Boards would you like to apply for?

Ports & Harbors Commission: On Agenda

Question applies to multiple boards

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

Yes

Question applies to multiple boards

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

Yes

Interests & Experience

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

Seems like I could help bring a fresh mind and new ideas. Also the act of learning more about all of the Ports and Harbor ethics.

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

Worked in hospitality/tourism industry for the past 17 years. Took a Survival class in highschool where I obtained my CPR and Hazmat Training with a little oil spill response training. Please see resume for more.

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

☒ Retail

Please describe your qualifications to represent your selected industry sector.

S

Please describe your vision for the economic future of Valdez.

Valdez will be prevalent as long as we keep on top of what needs to be done and put in the work!

[Jamie-Pirece_8_.pdf](#)

Upload a Resume or Letter of Interest

July 24, 2026

Dear Mayor and City Council,

Please accept this letter of interest for re-appointment to the Ports and Harbor Commission. I wish to continue my work with the commission to bring forward a sound recommendation for harbor rates and fees, and pursue the goals and objectives as in the Harbor Master Plan.

As co-owner of a business located on the harbor waterfront, I feel that I represent a needed interest on the Ports and Harbor Commission which centers around increasing retail space to attract more tourism at the harbor, and future development of our docks and uplands to enhance use by the cruise ship industry and the Alask Ferry system.

Thank you for considering my application again this evening.

Sincerely,

Jamie Pierce

Jamie Pirece

Valdez, AK 99686

[REDACTED]
[REDACTED]

Authorized to work in the US for any employer

Work Experience

Purchasing Agent

Copper Valley Telecom - Valdez, AK
October 2022 to Present

Tasked with Budget Management, Cost of Goods Operation Budgets & Cost Control. Ordering all materials and supplies needed for telephone and internet for three locations spanning over 300 miles. Inventory and auditing, accounts payable processing.

Services Manager

Valdez Convention & Visitors Bureau - Valdez, AK
May 2022 to Present

Operating the functions of day-to-day business from answering e-mails and phone calls, to following up on potential members and promoting special events. Other tasks include supervising of all seasonal staff, cash handling, inventory, budgeting, forecasting. Working with other C.V.B's around the state to ensure we are all operating as one and fulfilling needs in certain places.

General Manager Consultant Advisor

Subway - Idaho Springs, CO
October 2021 to April 2022

Train and advise new and upcoming general managers in the clear creek area that represent the Subway corporation on operation procedures and processes. While teaching the core values the company is trying to achieve within their organization.

Supervisor, Retail Operations

The Green Solution - Marijuana Dispensary - Black Hawk, CO
April 2021 to April 2022

Ensuring a fun a fast paced work environment, Managing staff, writing schedules, cash handling, daily audits, weekly inventory, taking care of customers on a retail level, also answering and assessing all questions and concerns with guests and employees in store or over the phone. Teaching upsell practices, providing excellent customer service.

Retail Sales Associate

Downieville Fuel Stop - Dumont, CO
August 2020 to April 2021

Fast paced cash handling, problem solving, stocking items, marking inventory as needed, making things look presentable to customers, practicing great customer service with all requests, end of day money counting and daily audit logs.

Operations Manager

Brunswick Zone - Lakewood, CO

August 2019 to March 2020

Was in charge of all on floor and behind the scenes in a Bowling alley, working closely and second in charge to the General Manager to make sure all runs smoothly. Simple tasks include managing staff up to 30 team members, writing schedules, ordering F&B items based on pars on a weekly basis, interacting with guests, willing to jump on the floor if a team member did not show up for work either front desk, cook cocktail server, or bartender. End of the month inventory, simple mechanical fixes, cash handling and counting multiple times a day. End of day audits.

Dinning Room Manager/Beverage Manager

Mount Vernon Canyon Club - Golden, CO

October 2009 to March 2020

Started as a busboy moved up to server, then bartender, was the Dining Room Manager and Bar Manager for the last 3 years. Responsibilities included: Staff scheduling, dealing with members needs and concerns, creating new wine lists, and drink menus, bar inventory, cash handling, creating and planning new member events, making requisition sheets for all the different departments, wedding coordinating, wine dinner event planning. Also importing all new software and items into the Club Essentials system. Created spread sheets at the end of every month to look at our cost of goods to profit percentage.

Hospitality Associate

Best Western

May 2008 to October 2008

Education

Bachelor's Degree in Social Work

Metropolitan State University of Denver - Denver, CO

September 2007 to May 2012

General Education Graduated

Valdez High School - Valdez, AK

August 2003 to May 2007

Skills

- Microsoft Word, Excel, Power Point, Micros, Club Essentials, Kronos, TAI, Vector, Pixel. (10+ years)
- Event Planning
- Employee Orientation
- Bartending
- Aloha POS
- Team Management
- POS
- Restaurant Management
- Payroll

- Human Resources
- Serving Experience
- Banquet Experience
- Profit & Loss
- Guest Services
- Catering
- Leadership
- Interviewing
- Office Management
- Assistant Manager Experience
- Food Safety
- Culinary Experience
- Pricing
- Events Management
- Microsoft Office
- Purchasing
- Labor Cost Analysis
- Upselling
- Recruiting
- Retail Sales
- Personal Assistant Experience
- Busser
- Merchandising
- Restaurant experience
- Supervising experience
- Social media management
- Computer skills
- Cooking
- Operations management
- Sales Management
- Budgeting
- Operations management (6 years)
- Strategic Planning
- Forecasting
- Business Administration (6 years)
- Business management (4 years)
- Management
- Events management (6 years)

Certifications and Licenses

Hazmat Awareness/ Operations

April 2007 to Present

CPR/First Aid

May 2007 to May 2009

TIPS Certified

October 2020 to October 2024

ServSafe Manager

August 2020 to August 2021

Assessments

General manager (hospitality) — Proficient

July 2020

Solving group scheduling problems and reading and interpreting P&L statements

Full results: [Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

References:

Ryan Wolf - Food and Beverage Director/Executive Chef - Mount Vernon Canyon Club
[REDACTED]

Rob Ballog - District Manager - Bowlero Corporation
[REDACTED]

Kail Lennon - Operations Manager - Mount Vernon Canyon Club
[REDACTED]

Application Form

Profile

How did you learn about this vacancy?

☒ City Newsflash or Email

John May
First Name Last Name

Email Address

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

Home Address Suite or Apt
City State Postal Code
Primary Phone Alternate Phone

Alyeska Pipeline Service Company Senior PWS Response Coordinator
Employer Occupation

Which Boards would you like to apply for?

Ports & Harbors Commission: Submitted

Question applies to multiple boards

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

I am aware of the time commitment and I am willing and able to make these commitments.

Question applies to multiple boards

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

I understand.

Interests & Experience

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

My interests are in the future sustainability and prosperity of the City of Valdez and its citizens.

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

My experience as a merchant marine officer on a variety of large, commercial vessels provides me with industry knowledge to assist the Ports and Harbors Commission. I have volunteered extensively with the Masons of Alaska, including executive leadership of the organization including CEO and CFO. I have strong knowledge of organizations and financial budgeting.

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

☒ Transportation

Please describe your qualifications to represent your selected industry sector.

I am a graduate of the California Maritime Academy. I held a USCG unlimited tonnage license. I have ten years of domestic and international sea time on oil tankers, container ships, tugs, barges, and naval auxiliary vessels.

Please describe your vision for the economic future of Valdez.

My vision is that Valdez continues to be economically strong, able to meet its financial obligations, and that each citizen has the opportunity to enjoy meaningful employment.

[J_May_Resume.docx](#)

Upload a Resume or Letter of Interest

John May

P.O. Box [REDACTED] □ Valdez, AK 99686 □ [REDACTED] □ [REDACTED]

Introduction

A maritime and oil industry professional with over twenty years of experience seeking new opportunities and challenges to exercise my qualifications and experience.

Professional Experience

PWS Response Coordinator Alyeska Pipeline Service Company July 2011 – Present

- Supervised the operational readiness and regulatory compliance of oil spill prevention and response assets in Prince William Sound and the Port of Valdez.
- Ensured compliance with company policies and regulations, including overall site safety.
- Providing technical guidance to APSC/SERVS as a subject matter expert for maritime and petroleum operations, maintenance, and projects.
- Supervised and coordinated daily operations, preventative and corrective maintenance work, as well as shipyard maintenance and project modifications.
- Served on the Marine Services Contract Transition Team. The team succeeded in transitioning to a new Marine Services Contractor, including on-boarding and training of 200 contractor personnel and implementing into service a new fleet of tugs and barges, by the assigned deadline.

Open Water Enhancement Alyeska Pipeline Service Company April 2014 – July 2015
Project Single Point of Contact

- Managed the implementation and successful delivery of project enhancements on a prototype oil spill response barge.
- Supervised a diverse team of contractors, influencing safe behaviors and efficient operations, as well as managing shipyard project work and on-going maintenance activities.
- Developed technical processes and procedures to operate prototype marine oil spill response systems safely and efficiently.

Port Captain Crowley Marine Services, Inc. April 2010 – July 2011

- Managed regulatory, classification society, and contractual compliance of the Valdez Ship Assist, Escort, and Oil Spill Response Fleet.
- Managed diverse personnel, operations, maintenance, projects, safety initiatives, budget processes, contracts, and supply chains for the SERVS fleet.

Technician Erachem Comilog, Inc October 2008 – April 2010

- Operated chemical process systems and an industrial wastewater treatment plant.
- Performed quality assurance/control lab testing of refined product.
- Calibrated equipment for quality assurance of refining processes.

Merchant Marine Officer Int'l Organization of Masters, Mates, and Pilots June 2003 – October 2008

- Served in all capacities of the deck department, including Chief Mate and Relief Master.
- Supervised overall cargo transfer operations on oil tankers as Chief Mate.
- Supervised vessel operations and maintenance activities, including crewmember training and shipboard safety on-board oil tankers, military auxiliary vessels, tugs, and oil barges.
- Supervised shipboard maintenance projects, shipyard periods, overhauls, and regulatory inspections.

John May

P.O. Box [REDACTED] □ Valdez, AK 99686 □ [REDACTED] □ [REDACTED] -

Knowledge, Skill, and Abilities

- Business, operations, maintenance, and project management experience, including leading diverse operations and maintenance teams.
- Operational experience with vessel traffic systems including AIS integration, crude oil loading berths, petroleum transfer systems, automated and manual control systems, wastewater and water treatment systems, boilers, power generation and distribution, and crude vapor collection systems.
- Technical experience with hazard analysis, risk management, computer systems, procedural development, technical writing and drawings, and engineering systems.
- Experience negotiating and facilitating activities with operations, maintenance, and projects groups, stakeholders, and regulators across complex reporting structures.
- Demonstrated leadership in quality, safety, and regulatory programs to supporting initiatives to develop and implement business strategies and goals.

Education

Master of Business Administration

Western Governors University – Salt Lake City, UT □ March 2021

Certificate of Completion, Alyeska University

Alaska Pacific University – Anchorage, AK □ 2014-2015

Bachelor of Science, Marine Transportation, Cum Laude

California Maritime Academy – Vallejo, CA □ May 2003

Volunteer Experience

Grand Lodge of Free and Accepted Masons of Alaska

Grand Treasurer □ February 2023 – February 2025

- Chief Financial Officer and Chief Information Officer for a charitable, non-profit fraternal organization of 1,500 volunteers.
- Responsible for managing the organization's finances, including financial planning, risk management, record-keeping, data analytics, financial reporting, and regulatory compliance.

Grand Master □ February 2019 – February 2020

- Chief Executive Officer for a charitable, non-profit fraternal organization of 1,500 volunteers.

Grand Lodge Officer □ February 2014 – Present

- Serving on the executive leadership team, directing the overall operations and strategic planning of a non-profit, charitable, fraternal organization.
- Serving on several foundations and committees for the organization's philanthropic and organizational missions.



Legislation Text

File #: 26-0320, **Version:** 1

ITEM TITLE:

Appointment to the Beautification Commission- Applicants: Meg Weaver, Timi Miner and Cassandra MacDonald

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Review and appoint applicants.

SUMMARY STATEMENT:

Two vacancies exist on the Beautification Commission due to normal term expiration. The following applications have been received to fill these vacancies:

- Meg Weaver
- Timi Miner
- Cassandra MacDonald

The term of appointment is for a normal three-year term ending July 31, 2029. Council will vote to appoint 2 applicants.

Application materials are attached.



Received
MAY 29 2026
City of Valdez

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

BOARD/COMMISSION Beautification Commission

DATE May 29, 2026

NAME Margaret Weaver (Meg)

RESIDENCE ADDRESS [REDACTED]

MAILING ADDRESS PO Box [REDACTED] Valdez, AK. 99686

TELEPHONE NUMBER Daytime [REDACTED] Evening [REDACTED]

OCCUPATION Retired EMPLOYER N/A

Please check the main reason(s) for applying for appointment to this board/commission:

- ☐ I have expertise that I want to contribute.
☐ I am interested in the activities the board/commission handles.
☐ I want to participate in local government.
☐ I am strongly concerned with better government.
☐ I want to make sure my segment of the community is represented.
☒ Other: Reapplying to the Beautification Commission

Please explain in greater detail those items you have checked: I have been on this Beautification Task Force since 1998 when Mayor Cobb started it back up. Since then I have been apart the Welcome to Valdez sign at 18 mile, the Valdez Arch, Eagan St. face lift, and many grants to business throughout Valdez.

It is suggested you attach an outline of your education, work and volunteer experience.

How did you learn of this vacancy? (circle one)

Media

Word of mouth

Solicitation

Other Commission

Margaret Weaver
Signature

*** Please return this form to the Office of the City Clerk, P.O. Box 307, Valdez, AK 99686 ***

Meg Weaver



Objective

As a lifelong Alaskan and proud Valdez resident for the past 41 years, I care deeply about the beauty, history, and character of our community. I have been honored to serve on the Beautification Commission since its beginning and have enjoyed helping bring meaningful projects and improvements to Valdez over the years. I would appreciate the opportunity to continue serving the community through the Beautification Committee and to keep working toward making Valdez a welcoming and beautiful place for residents and visitors alike.

Community & Civic Experience

Beautification Commission Member

1998 – Present

- Appointed by Mayor Cobb in 1998 to serve on the Beautification Task Force at its inception.
- Continued service on the Beautification Commission since its establishment.
- Assisted in planning and supporting numerous beautification and improvement projects throughout Valdez.
- Helped secure grants for local businesses to renovate and improve building exteriors.
- Contributed to the development and completion of several landmark community projects, including:
 - Welcome to Valdez sign at Mile 18
 - Valdez Arch
 - Egan Street seat walls and street lighting improvements
 - Alyeska Statue facilitation
 - Harbor Earthquake Memorial facilitation

Professional Experience

City of Valdez

17 Years of Service

- Provided dedicated public service to the Valdez community.
- Accounts Receivable and Self Insurance
- Supervised front office staff.
- Worked collaboratively with city staff and community members on municipal and civic initiatives.

National Bank of Alaska / Wells Fargo

12 Years

- Bank Officer with experience in supervision, financial operations, and compliance.
- Loan Officer for Commercial and Consumer accounts.
- Delivered professional customer service and administrative support.
- Built strong communication and organizational skills through years of community-focused banking service.

Personal Background

- Born in Alaska
- Resident of Valdez for the past 41 years
- Deep commitment to preserving and enhancing the beauty, character, and community pride for Valdez.

Skills & Strengths

- Community Leadership
- Civic Engagement
- Public Service
- Beautification Project Planning
- Grant Support & Coordination
- Community Collaboration
- Long-Term Knowledge of Valdez History and Development

Timi Miner

Heavy Equipment Operator

Valdez, AK 99686



SUMMARY

I have a love of the outdoors and have spent much of my career working in it. I have spent many years at the City of Valdez as a seasonal laborer and a full time operator. I also have 3 years under the 302 apprenticeship where I was able to work with different companies to develop a broad range of experience in operating, including rock pit development. I also spent two seasons working for Parks and Rec developing trail systems, maintaining cemeteries, and landscaping. I am interested in this commission as my background is relevant to development in Alaskan communities.

EDUCATION

University of Alaska Fairbanks

Bachelor's Degree in Environmental Ethics
2019

University of Alaska Fairbanks

Arctic and Northern Studies Masters Program
2021 - current

SKILLS

- Professional writing such as grants or policy briefs
- Microsoft word, Adobe, Google programs
- Educational tools such as Prezi, Canva, and others

VOLUNTEERING

Valdez Elks Lodge, 2017- current
Valdez Fire Department, 2016
Valdez Ski Team, 2016-2018
Valdez Food Bank, 2009-2011
Valdez Animal Shelter, 2009-2011
Creative Counselor, Victory Camp 2012

PROFESSIONAL EXPERIENCE

Heavy Equipment Operator

IOEU 302 Union Apprenticeship | 2021 - 2023

- Working with various companies to develop a well-rounded background as an operator
- Developing rock quarries and pits for various materials
- Welding and plant maintenance
- Road construction
- Snow Removal
- Various other equipment training

Heavy Equipment Operator

City of Valdez | 2019 - current

- Fire hydrant maintenance and winterization
- Street maintenance such as signage replacement and pothole repair
- Assistance with sewer and baler departments
- Assistance with shop maintenance
- Snow removal
- Various other labor duties

City of Valdez Temporary Laborer

City of Valdez | 2016 - 2019

- Worked as a temporary laborer for the Parks and Rec department to maintain cemeteries and construct playgrounds
- Worked as a temporary maintenance technician with Building Maintenance on various labor and maintenance projects
- Worked as a temporary streets laborer for summer time streets maintenance

Application Form

Profile

How did you learn about this vacancy?

- ☒ City Website
- ☒ Other

Timi Miner
First Name Last Name

Email Address

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

Home Address Suite or Apt

City State Postal Code

Primary Phone Alternate Phone

City of Valdez Heavy Equipment Operator
Employer Occupation

Which Boards would you like to apply for?

Beautification Commission: Submitted

Interests & Experience

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

I am interested in serving on a commission because I want to find ways to further serve my community.

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

I have a Bachelors degree in Environmental Ethics from UAF and am currently in a Masters Program about Arctic Studies, focusing on alaskan issues. I currently work for the City of Valdez as a heavy equipment operator, but have also worked in other departments such as Building Maintenance and Parks and Rec. I have other experience such as working as a Front Desk attendant at UAF, an operator for the local 302, and as a high school ski coach for 3 years. As for my volunteering I have a long history such as being a volunteer at the Valdez Animal Shelter, the food bank, a counselor at Victory Bible Camp, and a volunteer for many events hosted by the Elks Lodge. I enjoy spending my time volunteering for various groups and events.

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

☒ Other

Please describe your qualifications to represent your selected industry sector.

I work for public works in valdez

Please describe your vision for the economic future of Valdez.

I hope to see valdez create a more diversified town

Question applies to Beautification Commission

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

Part of why I'm interested in this commission is to start getting involved in how to help Valdez develop. I really enjoy how Valdez utilizes green space. I would like to see more development of green space/trails in out of town areas and to help develop existing areas

[Timi_Miner.resume.commissions.pfd.pdf](#)

Upload a Resume or Letter of Interest

CASSANDRA MACDONALD

Beautification Commission

Profile

Business professional with experience in project coordination, stakeholder collaboration, process improvement, and regulatory compliance within the oil and gas industry. Active volunteer and community member with experience serving on local boards, coaching youth sports, organizing community events, and supporting nonprofit initiatives. Passionate about community improvement, beautification, and enhancing the quality of life for Valdez residents.

Professional Experience

- O&M Coordinator, Alyeska Pipeline Service Company – 02/26 to Current
 - PM Analyst (APSC), Chugach Alaska Services – 05/24 to 02/26
 - EP&R Analyst, Alyeska Pipeline Service Company – 12/18 to 08/22
 - Sr. Administrative Assistant, Alyeska Pipeline Service Company – 08/16 to 12/18
-

Education

Bachelor of Business Administration (B.B.A.), Leadership Concentration
University of Alaska Fairbanks

- May 2024, Cum laude honors
 - Student Mentor, College of Business and Security Management
-

Board and Community Leadership

- Treasurer - Valdez Youth Basketball League
 - 2021 – current
 - Preparing financial reports and coordinating tax filings.
 - Support league planning, operations, and youth development initiatives.
 - Treasurer - Valdez Imagination Library
 - 2021 - 2023
 - Preparing financial reports and coordinating tax filings.
 - Organize and volunteer at local community events.
 - Youth Basketball Coach - Valdez Youth Basketball League
 - 2020 - current
 - Mentored youth athletes and promote teamwork, sportsmanship, and skill development.
 - Youth Basketball Coach – VDZ Elite
 - 2025 – current
 - Mentored youth athletes and promote teamwork, sportsmanship, and skill development.
 - Volunteer – Alyeska Pipeline Service Company United Way Campaign
 - 2016 – current
 - Support annual fundraising and community outreach efforts.
 - Other Volunteer Work:
 - Volunteer at Valdez Food Bank.
 - Organized VCS 5th Grade Trip in 2025.
 - Volunteered for Junior Achievement at HHES with 2nd and 4th graders.
 - Organized local American Cancer Society events.
-

Application Form

Profile

How did you learn about this vacancy?

☒ City Newsflash or Email

CassandraMacDonald

First NameLast Name

Email Address

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

Home Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Alyeska Pipeline Service Company

Employer

Operations & Maintenance Coordinator

Occupation

Which Boards would you like to apply for?

Beautification Commission: Submitted

Interests & Experience

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

I would love to serve on the Beautification Commission because I believe it offers a meaningful opportunity to work alongside others who share a passion for improving our community. Combining my interest in community beautification with my experience collaborating with diverse groups to achieve common goals, I feel I could make a positive contribution through both project planning and creative problem-solving. To me, beautification is about much more than simply making Valdez look "pretty." It is about creating a community that reflects the pride, character, and values of the people who call Valdez home. We are fortunate to live among some of the most beautiful scenery in Alaska, and I believe that through organized effort, community involvement, and thoughtful planning, we can continue to enhance public spaces and gathering areas that reflect the same appreciation we have for our unique surroundings. I truly believe that an attractive and well-maintained community can have far-reaching benefits. It can strengthen community pride, encourage social connections, support outdoor recreation, and enhance the overall quality of life for residents. When people feel proud of where they live, they are more likely to become engaged in their community and invest their time and energy into making it even better. I also believe the work of the Commission can play an important role in supporting economic development. A welcoming and vibrant community creates a positive impression on visitors, encourages tourism, supports local businesses, and can attract new residents and investment. Thoughtful beautification efforts help create places where people want to live, work, visit, and spend time. With all of this mind, I truly believe it would be an honor to serve on the Commission and am excited for the opportunity to be considered.

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

I hold a Bachelor's degree in Business Administration and currently work for Alyeska Pipeline Service Company as an Operations & Maintenance Coordinator. Through my professional experience, I have developed strong skills in coordination, organization, collaboration, problem-solving, and working with multiple stakeholders to achieve common goals. I have a long history of community involvement in Valdez. I previously served on the Valdez Imagination Library Board and currently serve on the Valdez Youth Basketball League Board. In addition, I have coached youth basketball for both the Valdez Youth Basketball League and VDZ Elite as both an assistant coach and head coach. Community service is important to me, and I have volunteered with Alyeska's United Way campaign, supported the Valdez Food Bank, and served as the lead coordinator for the VCS 5th Grade Trip in 2025. I have also participated in Junior Achievement programs for multiple years. These experiences have allowed me to work with a variety of individuals, organize projects and events, and contribute to initiatives that benefit our community. I believe these experiences, combined with my passion for Valdez and community improvement, would allow me to make a positive contribution to the Beautification Commission.

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

☒ Oil & Gas

Please describe your qualifications to represent your selected industry sector.

My experience in the oil and gas industry has provided me with a strong foundation in project coordination, stakeholder collaboration, regulatory compliance, and long-term planning. In my role, I regularly work with complex documentation, manage competing priorities and deadlines, and participate in process improvement initiatives that require careful evaluation, organization, and attention to detail. I work closely with personnel across multiple departments and subject matter experts to achieve common goals, and I have experience serving on committees and work groups that require collaboration, communication, and consensus-building among individuals with diverse perspectives. These experiences have strengthened my ability to evaluate complex issues, consider multiple viewpoints, and contribute thoughtful recommendations. I understand the importance of presenting a positive image of Valdez to both residents and visitors. Working in an industry that operates alongside some of Alaska's most valued natural resources has reinforced the importance of accountability, stewardship, and thoughtful decision-making. These principles, along with my professional experience and knowledge of the local community, have shaped my commitment to responsible development and community improvement. I believe my professional experience, collaborative approach, and passion for Valdez would allow me to effectively represent the oil and gas industry while making a positive contribution to the goals and mission of the Beautification Commission.

Please describe your vision for the economic future of Valdez.

My vision for the economic future of Valdez is a community that continues to benefit from its existing industries while expanding opportunities in tourism, small business development, and year-round economic activity. I would like to see Valdez become less reliant on any single industry by fostering a vibrant downtown area filled with locally owned restaurants, shops, and services that meet the needs of both residents and visitors. I envision welcoming spaces where people can gather, socialize, and enjoy the unique beauty of our community. By investing in beautification efforts and creating attractive spaces throughout town, Valdez can encourage visitors to stay longer, return more often, and support local businesses. Our natural beauty is one of Valdez's greatest assets and preserving that character while supporting thoughtful growth will be key to long-term economic success. Ultimately, I hope Valdez remains a place where families choose to build their lives and where young people can see a future for themselves. I would love to see a community that feels vibrant and welcoming throughout the year, with a thriving downtown, diverse local businesses, and inviting public spaces that reflect the pride residents have in calling Valdez home.

Question applies to Beautification Commission

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

I believe the biggest impact would revolve around main street. Right now I believe the Valdez sign coming into town has a light or so out, so making sure lights on this part of the road are maintained including the streetlights as sometimes one or two might not be working. The cleanliness is also something that seems to overshadow the various beautiful sitting areas and flowers that decorate the sidewalks. There are parking lots that have dirt and rubble that could get some love. Working with business owners may be the most difficult but cost effective way to bring up the appeal as there are quite a few businesses that have vehicles or equipment that are either for sale or just being stored on the main street. Also, I'm unsure of what the relationship with the Gold Rush mural and the city is, but if there is anything that could be done to maintain it in getting volunteer artists to restore it or not but this would be a huge benefit to the town. However, I am fully aware at how difficult it is to restore something without getting a professional muralist which can be quite expense. The other option is to paint over it. I do believe that sometimes poorly maintained items should instead be removed instead of left to crumble as it still can negatively impact the appeal of the town. I also believe that there are some businesses that could reconsider their paint color, such as the museum building. The current color isn't inviting, and it almost blends into the background as it appears to be something we'd like to hide instead of focus on.



Legislation Text

File #: 26-0325, **Version:** 1

ITEM TITLE:

Approval of Contract Award with Prism Design and Construction for the Animal Shelter Fuel Piping Project in the Amount of \$176,314.44

SUBMITTED BY: Austin Rake, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$176,314.44

Unencumbered Balance: \$176,666.00

Funding Source: 350-0310-55000.2601

RECOMMENDATION:

Approve the Contract Award with Prism Design and Construction for the Animal Shelter Fuel Piping project in the amount of \$176,314.44.

SUMMARY STATEMENT:

Project Description: The project will consist of relocation of the fuel tank serving the building, and the addition of a fuel oil day tank in the mechanical room with double wall fuel piping from fuel tank to the building and fuel oil day tank and piping connections to the existing boilers. Project will also include removal of existing piping.

Justification: The current fuel tank is too close to the propane tank and the current piping poses a risk for potential leak or spill outside of containment. In light of these risks, this project needs to be completed prior to any potential negative event.

Bidding: Two quotes were received, one from Prism Design and Construction and the other from Pinnacle Construction, Inc.

Project Schedule: The new concrete pad and fuel piping will be installed this fall, the tank will be relocated and functional once we receive the day tank, due to long lead times this will likely be in the spring of 2027.



CONTRACT DOCUMENTS

Project: Valdez Animal Shelter Fuel Piping

Project Number: 26-350-2601

Contract Number: 2529

Cost Code: 350-0310-55000.2601

Issued for Construction

Date: 6/11/2026

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

Project Manager:
Austin Rake

Construction Plan Set Completed By:

RSA Engineering
670 W Fireweed Ln, Suite 200
Anchorage, AK, 99686

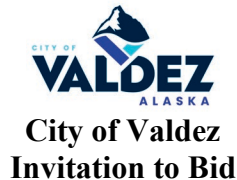


**City of Valdez
Contract Documents**

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

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Date: 6/11/26

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

This project includes, but is not necessarily limited to:

The project will consist of relocation of the fuel tank serving the building, and the addition of a fuel oil day tank in the mechanical room with double wall fuel piping from fuel tank to the building and fuel oil day tank and piping connections to the existing boilers. Project will also include removal of existing piping.

Engineers Estimate for construction is under \$70,000.

Sealed bids will be accepted electronically until 2:00pm local time on (July 9th), 2026, at www.bidexpress.com. The bids will be publicly opened 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 (June 25th), 2026 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 www.bidexpress.com. Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

Deadline for questions is June 29th, 2026 by 4:30pm.

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 <http://www.valdezak.gov> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy of 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 through Bid Express at www.bidexpress.com. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write "NONE" on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

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

All electronic bidders must first register on bidexpress.com. it is free to create an account and view project information. To submit a bid electronically, there are two options for Bid Express; paper bid submissions will not be accepted. You can either pay the per solicitation fee or alternatively, you can subscribe for a monthly fee for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

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

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

6. Preparation of Bids

Bids shall be submitted on the forms furnished on Bid Express.

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. Original signature pages (last page of bid schedule and bid bond)
- H. Certificate of good standing for a Corporation or LLC
- I. City of Valdez Business Registration
- J. Executed W-9 Form
- K. Proof of application for City of Valdez building permit submitted to the Planning Department.

9. Bonding Requirements

- A. Bid Security (Bid 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 every Contractor and Subcontractor to 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 June 25th, 2026, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

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



City of Valdez
Addendum Acknowledgement

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

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

Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____

 Company Name

 Authorizing Name

 Date

 Title

 Signature



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

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and demobilization	1	LS	N/A	
2	All Work Required	1	LS	N/A	
3	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	



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

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

Total Base Bid Amount:

	Dollars	Cents
(\$ _____)		

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

Respectfully submitted this _____ day of _____, 202____

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

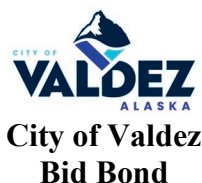
Federal I.D. or S.S.N.

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Print Name



KNOW ALL MEN BY THERE PRESENTS, that we

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

as Principal, hereinafter called the Principal, and

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

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

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

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

Dollars (\$ _____),

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

Whereas, the Principal has submitted a bid for

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day or _____, 202____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



City of Valdez
Agreement Page 1 of 2

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

This agreement is made on the ____ day of _____, 202__, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and (**Contractor**) doing business as an individual, partnership, a corporation, limited liability company (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: _____ **dollars and** _____ **cents** **(\$XXX,XXX).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by October 30th, 2026. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of (Two Hundred and Fifty Dollars) (\$250.00) 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 Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



City of Valdez
Agreement Page 2 of 2

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

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.

COMPANY NAME**City of Valdez, Alaska, Authorized**

 Signature

 Dennis Fleming, Mayor

 Name

 Date

 Title
Attested:

 Date

 Sheri L. Pierce, MMC, City Clerk

 Date

 Mailing Address
Recommended:

 City, State, Zip Code

 Nathan Duval, City Manager

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

 Date

 Corporate Secretary

 Kasey Walker, Capital Facilities Director

 Date
Approved as to Form:

Brena, Bell & Walker, P.C.

Attest: _____

 Corporate Secretary

 Jon S. Wakeland

 Date

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

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

(Title of Officer)

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

My Commission Expires: _____



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

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

Know all men by these presents that:

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

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$_____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

in accordance with Drawings and Specifications prepared by

**RSA Engineering
670 W Fireweed Ln, Suite 200
Anchorage, AK, 99686**

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



City of Valdez
Labor and Material Payment Bond

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

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____

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)

City of Valdez



Performance Bond

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$))

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

in accordance with Drawings and Specifications prepared by

RSA Engineering
670 W Fireweed Ln, Suite 200
Anchorage, AK, 99686

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

City of Valdez
Performance Bond

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this ____ day of _____, 20 ____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



City of Valdez

Contractor Certificate of Substantial Completion

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

CONTRACTOR: _____

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

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day, _____, 202__.

CONTRACTOR

CITY OF VALDEZ, OWNER

 (Signature)

 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____



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

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

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 Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ _____
as full and final payment in consideration for all services, materials and labors rendered in connection with this Contract.

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

Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

77

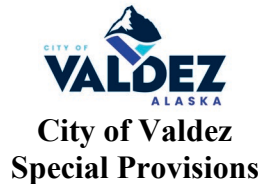


**City of Valdez
Special Provisions**

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

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Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529

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:

The project will consist of relocation of the fuel tank serving the building, and the addition of a fuel oil day tank in the mechanical room with double wall fuel piping from fuel tank to the building and fuel oil day tank and piping connections to the existing boilers. Project will also include removal of existing piping.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by October 30th, 2026.

Liquidated damages will be assessed in the sum of Two Hundred and Fifty dollars (\$250.00) 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 any required local building permits before the NTP is issued. The Contractor will need to call the City Planning Department at 907-834-3401.

Staging area will be behind the Animal Shelter.

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 or can be downloaded from the City's website at <https://www.valdezak.gov/228/Capital-Projects-Engineering>. 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 Animal Shelter Fuel Piping Project”. These drawings are by reference included herein.



City of Valdez

Modifications and Additions to the Standard Specifications

Project: Valdez Animal Shelter Fuel Piping

Project Number: 26-350-2601 / Contract Number: 2529

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City of Valdez

Modifications and Additions to the Standard Specifications

Project: Valdez Animal Shelter Fuel Piping

Project Number: 26-350-2601 / Contract Number: 2529

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.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Valdez Animal Shelter Fuel Piping
Project Number: 26-350-2601 / Contract Number: 2529**

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.

VALDEZ ANIMAL SHELTER FUEL PIPING PROJECT

VALDEZ, ALASKA

FOR THE
CITY OF VALDEZ
CAPITAL FACILITIES

VALDEZ, ALASKA

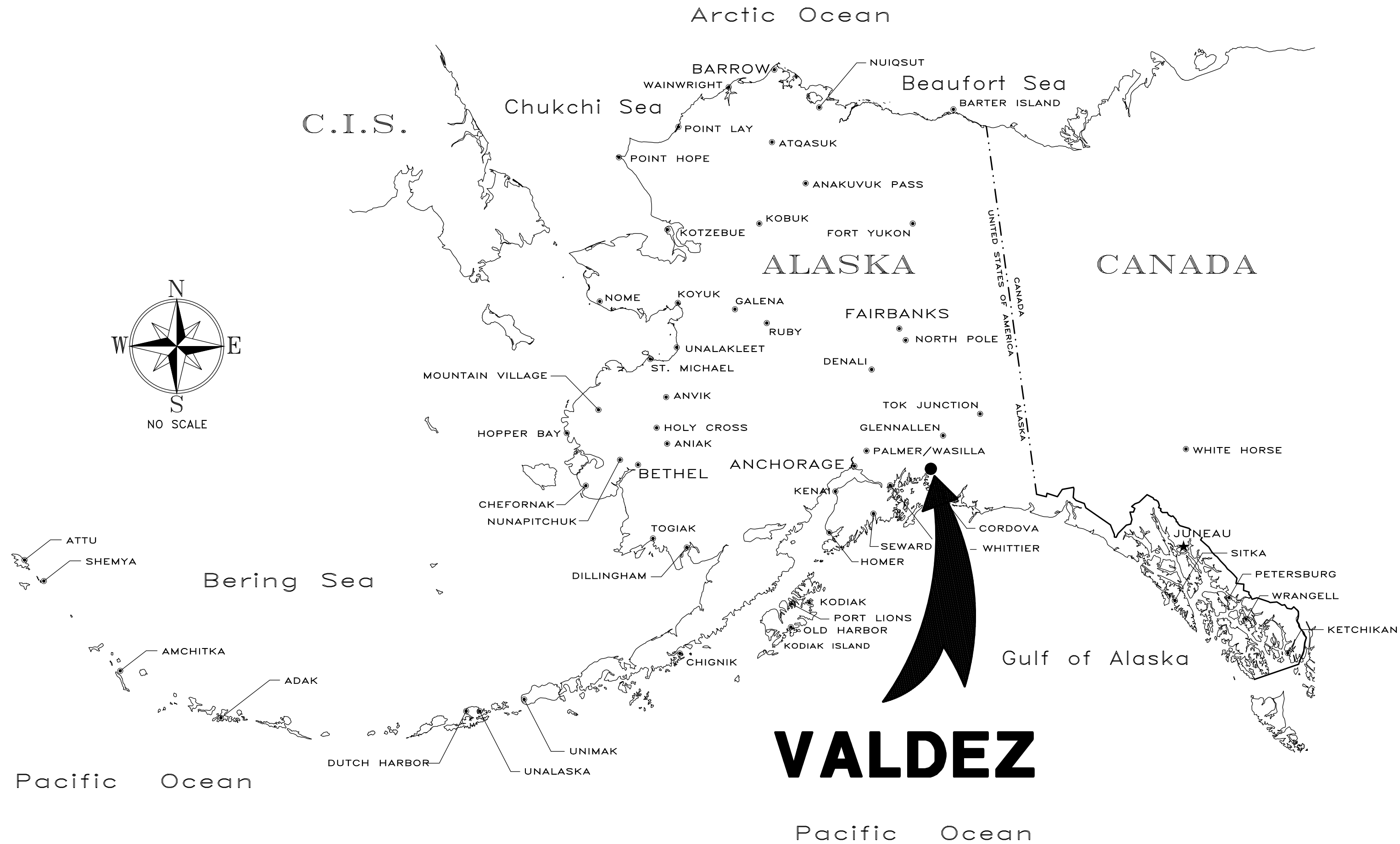
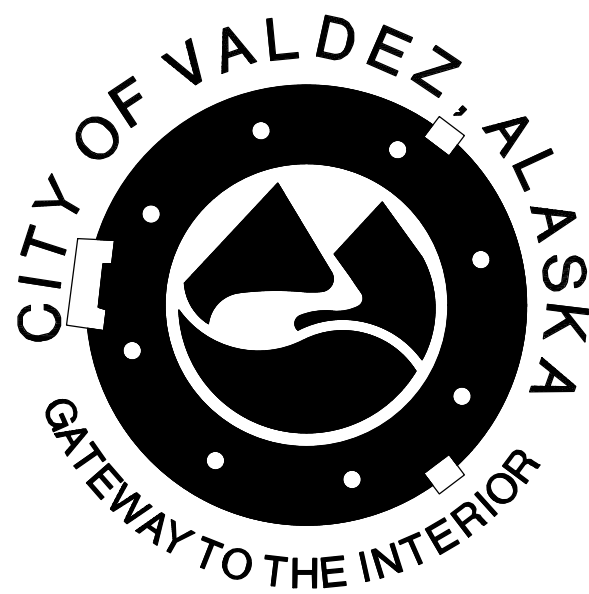
RSA Engineering, Inc.
MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
670 W FIREWEED. SUITE 200 ANCHORAGE, AK 99503 (907)276-0521

INDEX TO DRAWINGS:

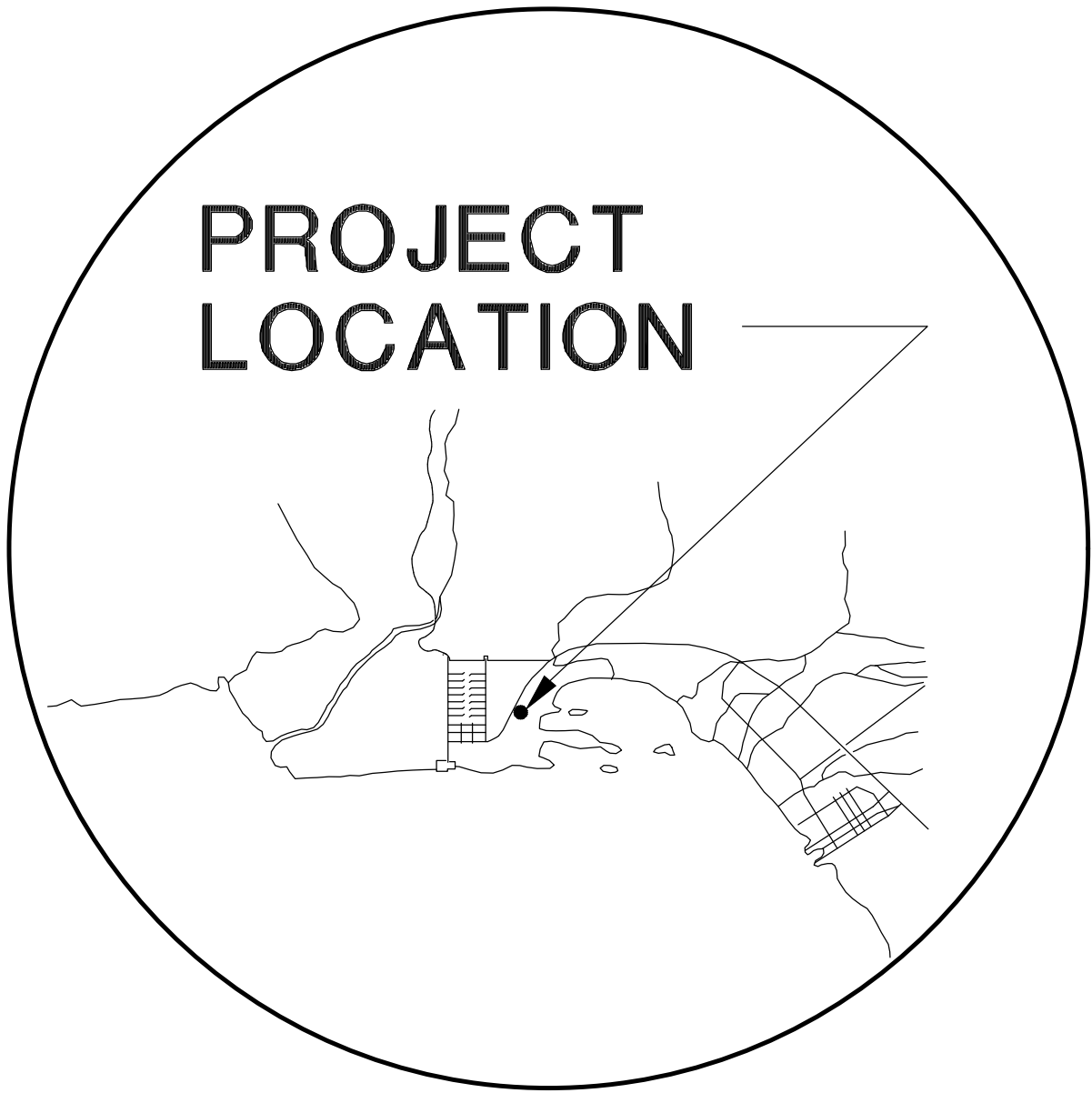
- MECHANICAL**
M001 MECHANICAL LEGEND, ABBREVIATIONS, AND SCHEDULES
M101 MECHANICAL SITE DEMOLITION PLAN
M102 MECHANICAL BOILER ROOM DEMOLITION PLAN
M201 MECHANICAL SITE REMODEL PLAN
M202 MECHANICAL BOILER ROOM REMODEL PLAN
M301 MECHANICAL DETAILS
M302 MECHANICAL DETAILS

- ELECTRICAL**
E101 ELECTRICAL LEGEND AND PLANS

APRIL, 30 2026



VALDEZ



PROJECT LOCATION

0"
1"
2"
3"

PIPING LEGEND

DENOTES DEMOLITION
COLD WATER
SEE ABBREVIATIONS FOR MEDIA
PIPE UP
PIPE DOWN
TEE UP
TEE DOWN
CAP
UNION
BALL VALVE
CHECK VALVE
BALANCE VALVE
FLOW CONTROL VALVE
AIR VENT
2-WAY MOTORIZED CONTROL VALVE
HOSE BIBB
CLEANOUT
STRAINER W/ BLOWDOWN

DUCTWORK LEGEND

ROUND DUCT UP & DOWN
SUPPLY AIR UP & DOWN
RETURN AIR UP & DOWN
EXHAUST AIR UP & DOWN
VOLUME DAMPER
THERMOSTAT
THERMOSTAT W/ COVER

LOGIC

DETAIL NUMBER
SHEET LOCATED ON

ABBREVIATIONS

ABV

ABOVE

ADJ

ADJUSTABLE

AFF

ABOVE FINISHED FLOOR

AMPS

AMPERES

APD

AIR PRESSURE DROP

BDD

BACKDRAFT DAMPER

BLDG

BUILDING

BTUH

BRITISH THERMAL UNIT/HOUR

C/A

COMBUSTION AIR

CAP

CAPACITY

CFM

CUBIC FEET PER MINUTE

CIRC

CIRCULATING

COND

CONDENSATE

CONN

CONNECTION

CU

COPPER

CW

COLD WATER

dB

DECIBLES

DEG

DEGREE

DIA

DIAMETER

DIM

DIMENSION

DT-X

DAY TANK DESIGNATOR

DWG

DRAWING

(E)

EXISTING

E/A

EXHAUST AIR

EFF

EFFICIENCY

ENT

ENTERING

ESP

EXTERNAL STATIC PRESSURE

ET-X

EXPANSION TANK DESIGNATOR

F

FAHRENHEIT

FLA

FULL LOAD AMPS

FO

FUEL OIL

FOR

FUEL OIL RETURN

FOS

FUEL OIL SUPPLY

FOT

FUEL OIL TANK

FPM

FEET PER MINUTE

FT

FEET

GA

GAUGE

GAL

GALLONS

GPH

GALLONS PER HOUR

GPM

GALLONS PER MINUTE

GT

GLYCOL TANK

HC-X

HEATING COIL DESIGNATOR

HD

HEAD

HGS

HEATING GLYCOL SUPPLY

HGR

HEATING GLYCOL RETURN

HP

HORSEPOWER

HW

HOT WATER

HWC

HOT WATER CIRCULATION

IBC

INTERNATIONAL BUILDING CODE

IN

INCHES

LAT

LEAVING AIR TEMPERATURE

MAX

MAXIMUM

MBH

THOUSAND BTUH

MCA

MINIMUM CIRCUIT AMPACITY

MFGR

MANUFACTURER

MTD

MOUNTED

NC

NOISE CRITERIA

NO.

NUMBER

NG

NATURAL GAS

NTS

NOT TO SCALE

O/A

OUTSIDE AIR

PD

PRESSURE DROP

PG

PROPYLENE GLYCOL

PH

PHASE

PMP

PUMP

PSI

POUND PER SQUARE INCH

R/A

RETURN AIR

RPM

REVOLUTIONS PER MINUTE

S/A

SUPPLY AIR

TBD

TO BE DETERMINED

TEMP

TEMPERATURE

T'STAT

THERMOSTAT

TYP

TYPICAL

UPC

UNIFORM PLUMBING CODE

V

VENT

W

WASTE

W/

WITH

WPD

WATER PRESSURE DROP

DAY TANK SCHEDULE

SYMBOL	MANUFACTURER	MODEL	FUNCTION	MEDIUM	MATERIAL	TANK CAPACITY	DIMENSIONS	LABEL	MOTOR HP	POWER	REMARKS
DT-1	SIMPLEX	STS 10	BOILER FUEL	F.O. #2	STEEL	10 GAL	26"x30"x47"	UL-142	(2) 1/3	115V/1Ø	DOUBLE WALL TANK, UL 508A STS LEVEL CONTROLLER, OPT. 345, TANK LEAK SENSOR, OPTIONAL HAND PUMP, DUPLEX 2.0 GPM SUPPLY AND SINGLE 4.0 GPM RETURN PUMP, FILL CHECK VALVE.

EXISTING FUEL OIL TANK SCHEDULE

SYMBOL	MANUFACTURER	MODEL	FUNCTION	MEDIUM	MATERIAL	TANK CAPACITY (GAL)	DIAMETER	LENGTH	LABEL	REMARKS
FOT (E)	--	--	FUEL STORAGE	FUEL OIL #2	--	500	5'-5"	6'-4"	UL-142	EXISTING TO BE REMOVED AND RELOCATED.

SEQUENCE OF OPERATIONS:

DAY TANK, DT-1

- A. ALARMS:

1. HIGH LEVEL

2. LOW LEVEL
- B. AUTOMATED CONTROL:

1. UNIT SHALL OPERATE ON MANUFACTURER'S PACKAGED CONTROLS. TANK LEVEL CONTROLLER SHALL OPERATE SUPPLY PUMP TO MAINTAIN TANK LEVEL, ON FAILURE OF SUPPLY PUMP OR LOW LEVEL THE SECONDARY PUMP SHALL OPERATE. ON HIGH LEVEL ALARM THE RETURN PUMP SHALL OPERATE.



RSA

Engineering, Inc.

MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
670 West Fireweed Lane, Suite 200
Anchorage, AK 99503
Phone (907) 276-6022
Corporate No.: AEC0542

VALDEZ ANIMAL SHELTER FUEL PIPING

CITY OF VALDEZ
300 AIRPORT RD, STE 201
VALDEZ, ALASKA 99686

REVISIONS:

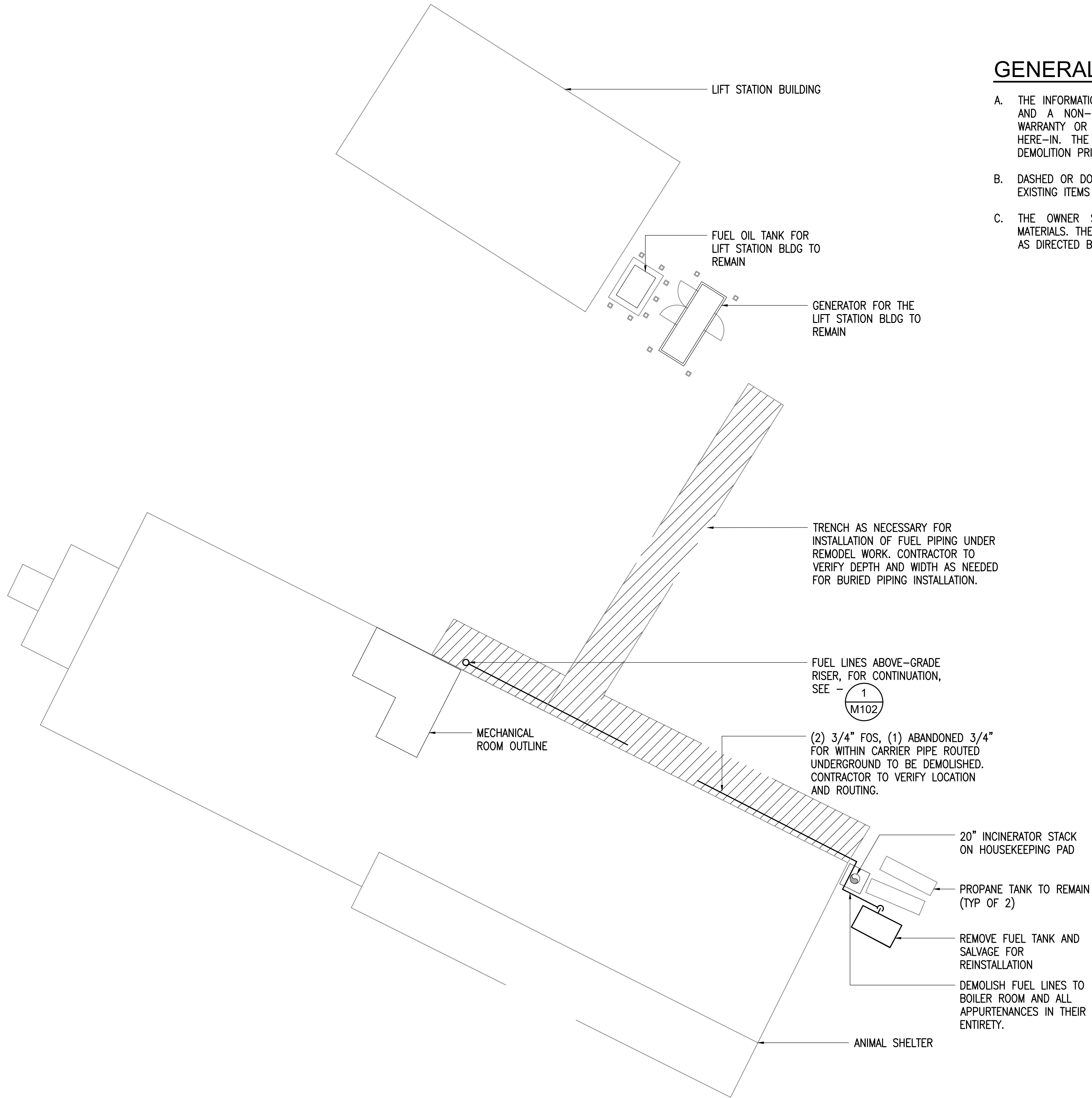
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MECHANICAL LEGEND,
ABBREVIATIONS, AND,
AND SCHEDULES

SHEET:

M001

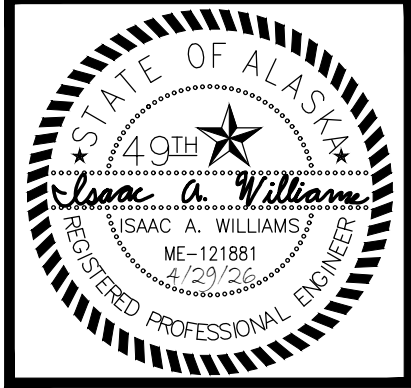
0"
1"
2"
3"



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. DASHED OR DOTTED LINES INDICATE ITEMS TO BE REMOVED. SOLID LINES INDICATE EXISTING ITEMS TO REMAIN.
- C. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL SALVAGEABLE MATERIALS. THE CONTRACTOR SHALL DELIVER SALVAGED MATERIALS TO A LOCATION AS DIRECTED BY THE OWNER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

1 MECHANICAL SITE DEMOLITION PLAN
3/32" = 1'-0"



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Anchorage, AK 99503
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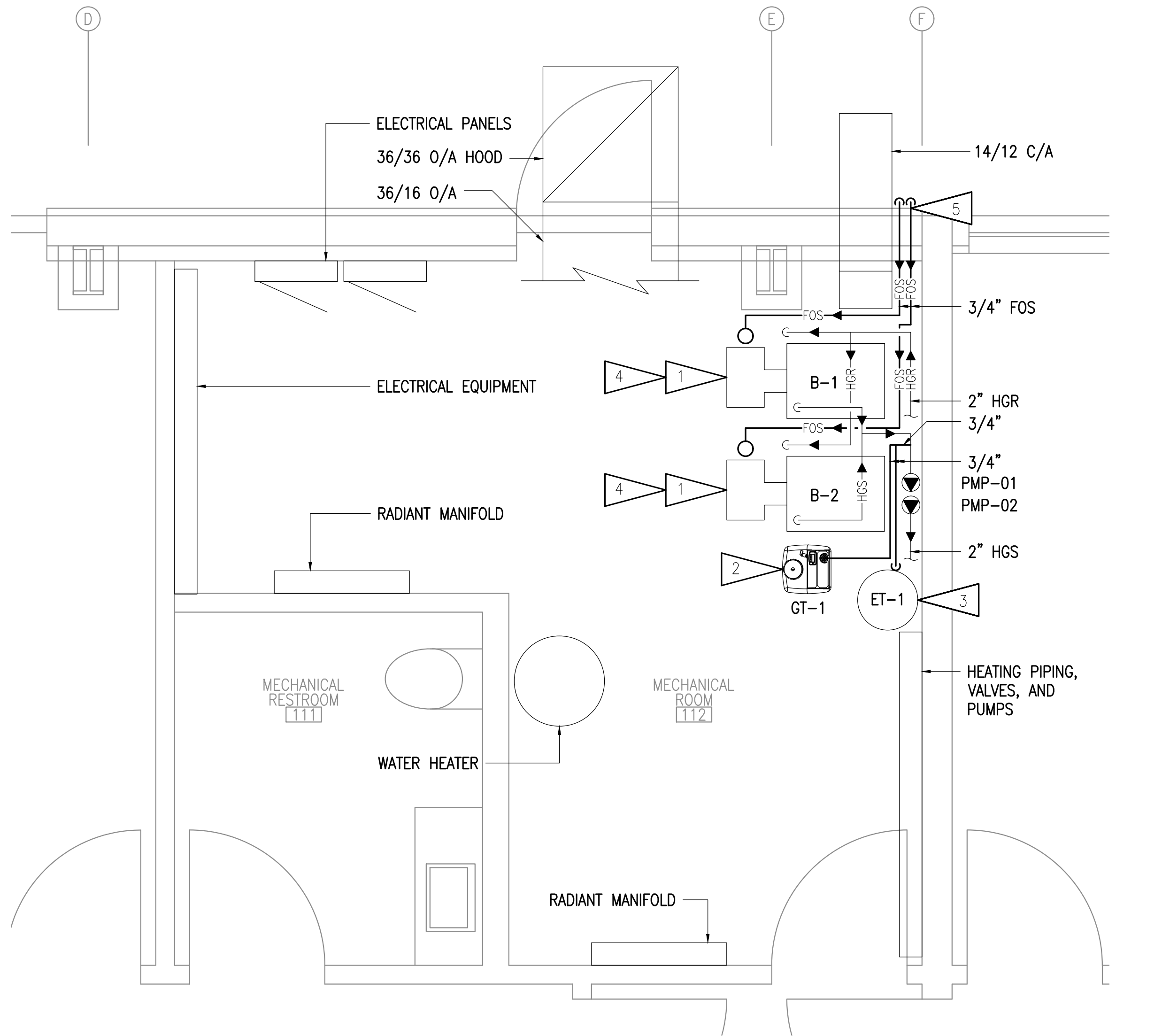
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MECHANICAL SITE
DEMOLITION PLAN

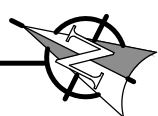
SHEET:

M101

0"
1"
2"
3"



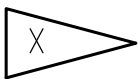
1 MECHANICAL ROOM DEMOLITION PLAN
1/2" = 1'-0"



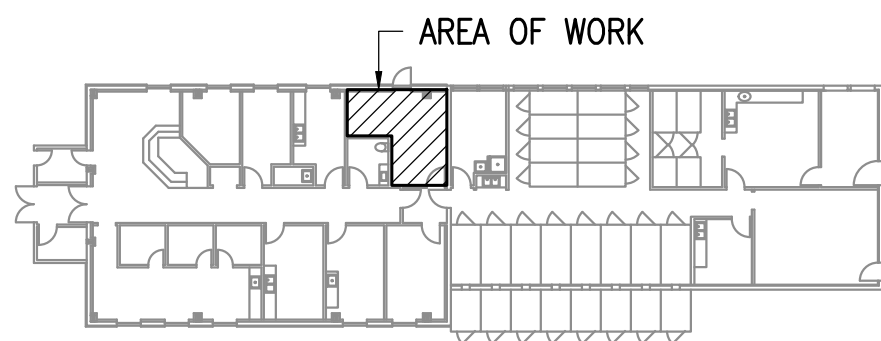
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- C. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL SALVAGEABLE MATERIALS. THE CONTRACTOR SHALL DELIVER SALVAGED MATERIALS TO A LOCATION AS DIRECTED BY THE OWNER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- D. LIMITED HEATING AND PLUMBING PIPING SHOWN DUE TO MINIMAL SCOPE OF WORK.

SHEET NOTES:



- 1. DEMOLISH FUEL OIL PIPING, FILTER, AND ASSOCIATED APPURTENANCES SERVING BOILERS. BOILERS AND BURNERS TO REMAIN.
- 2. REMOVE GLYCOL TANK AND SALVAGE FOR REINSTALLATION. DEMOLISH ASSOCIATED PIPING AND VALVES AS REQUIRED TO ACCOMMODATE NEW WORK.
- 3. REMOVE EXPANSION TANK AND SALVAGE FOR REINSTALLATION. DEMOLISH ASSOCIATED PIPING AND VALVES AS REQUIRED TO ACCOMMODATE NEW WORK.
- 4. DEMOLISH BOILER DISCHARGE PIPING ROUTED TO GT AS REQUIRED TO ACCOMMODATE NEW WORK.
- 5. PATCH WALL TO MATCH EXISTING AFTER REMOVAL OF PIPE AND ASSOCIATED PENETRATION.



KEY PLAN

NO SCALE



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Engineering, Inc.
MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
670 West Fireweed Lane, Suite 200
Anchorage, AK 99503
Phone (907) 276-0022
Corporate No.: AEC0542

VALDEZ ANIMAL SHELTER FUEL PIPING

CITY OF VALDEZ
300 AIRPORT RD, STE 201
VALDEZ, ALASKA 99686

REVISIONS:

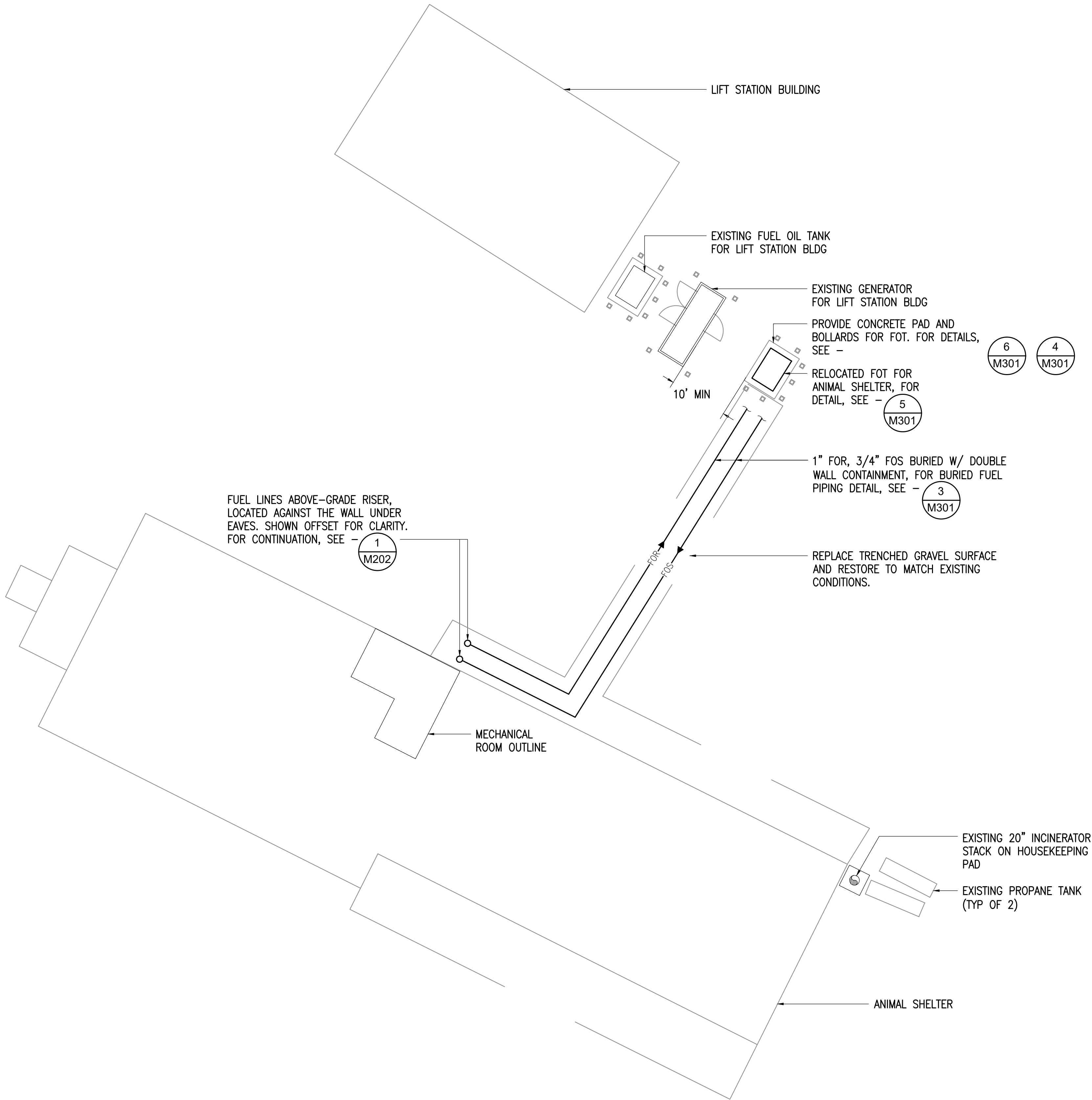
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JOB NUMBER: M6016
DWG FILE: MSERIES

DRAWING TITLE:
MECHANICAL ROOM
DEMOLITION PLAN

SHEET:

M102

0"
1"
2"
3"



1 MECHANICAL SITE REMODEL PLAN
3/32" = 1'-0"



RSA
Engineering, Inc.
MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
670 West Fireweed Lane, Suite 200
Anchorage, AK 99503
Phone (907) 276-0027
Corporate No.: AEC0642

VALDEZ ANIMAL SHELTER FUEL PIPING

CITY OF VALDEZ
300 AIRPORT RD, STE 201
VALDEZ, ALASKA 99686

REVISIONS:

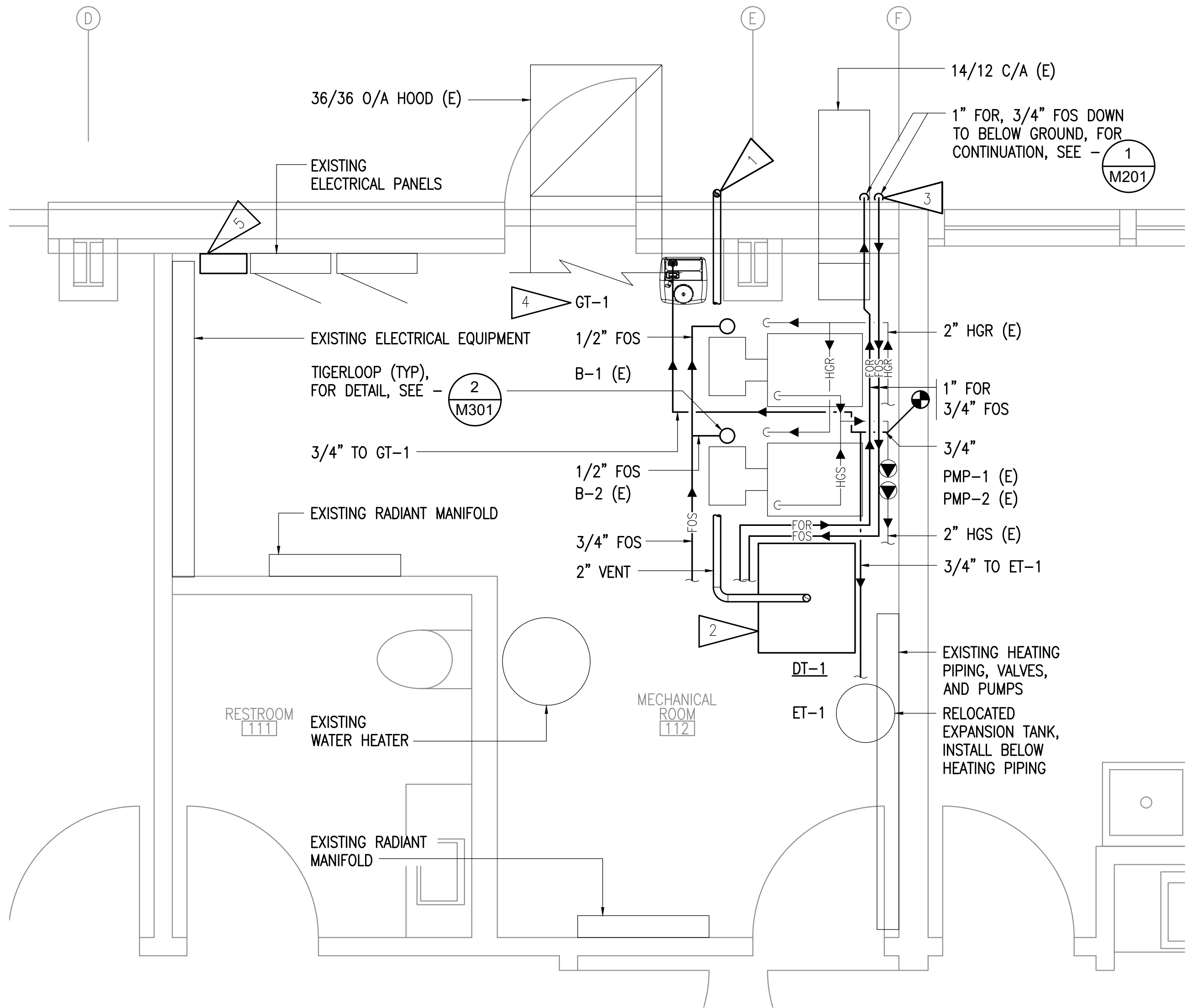
DRAWN BY: CAA
CHECKED BY: IAW
DATE: 04/27/26
JOB NUMBER: M6016
DWG FILE: MSERIES

DRAWING TITLE:
MECHANICAL SITE
REMODEL PLAN

SHEET:

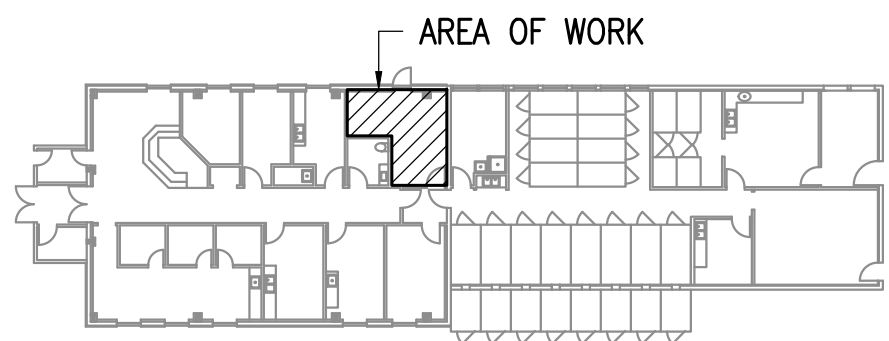
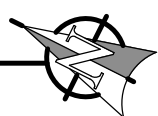
M201

0"
1"
2"
3"



1 MECHANICAL ROOM REMODEL PLAN

1/2" = 1'-0"



KEY PLAN

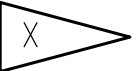
NO SCALE



GENERAL NOTES:

A. LIMITED HEATING AND PLUMBING PIPING SHOWN DUE TO MINIMAL SCOPE OF WORK.

SHEET NOTES:



1. ROUTE DAY TANK VENT FULL SIZE THROUGH WALL AND UP ALONG WALL TO 3' ABOVE OUTSIDE AIR INTAKE AND MINIMUM 12' AFG.
2. FOR DAY TANK DETAIL SEE - (1) M301
3. ROUTE FUEL PIPING TO ENTER BUILDING AT ELEVATION ABOVE EXISTING BOILERS. SEAL AND SLEEVE WALL PENETRATION.
4. FOR GLYCOL TANK DETAIL, SEE - (1) M302
5. PROVIDE FUEL LEAK DETECTION PANEL AND ALL REQUIRED SENSORS AND WIRING PER SPECIFICATIONS.



RSA Engineering, Inc.
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670 West Fireweed Lane, Suite 200
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Corporate No.: AEC0542

VALDEZ ANIMAL SHELTER FUEL PIPING

CITY OF VALDEZ
300 AIRPORT RD, STE 201
VALDEZ, ALASKA 99686

REVISIONS:

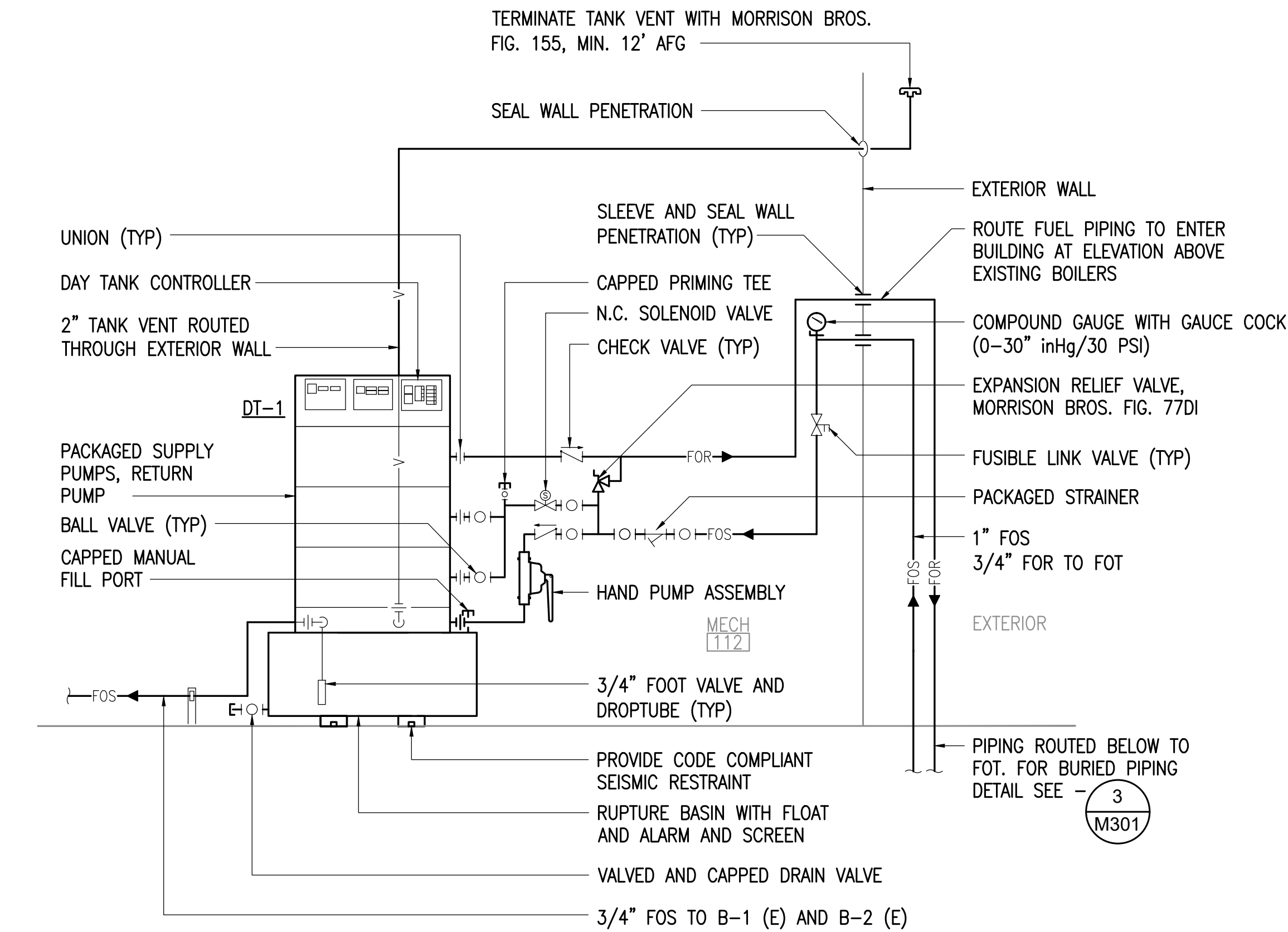
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CHECKED BY: IW
DATE: 04/27/26
JOB NUMBER: M6016
DWG FILE: MSERIES

DRAWING TITLE:
MECHANICAL ROOM
REMODEL PLAN

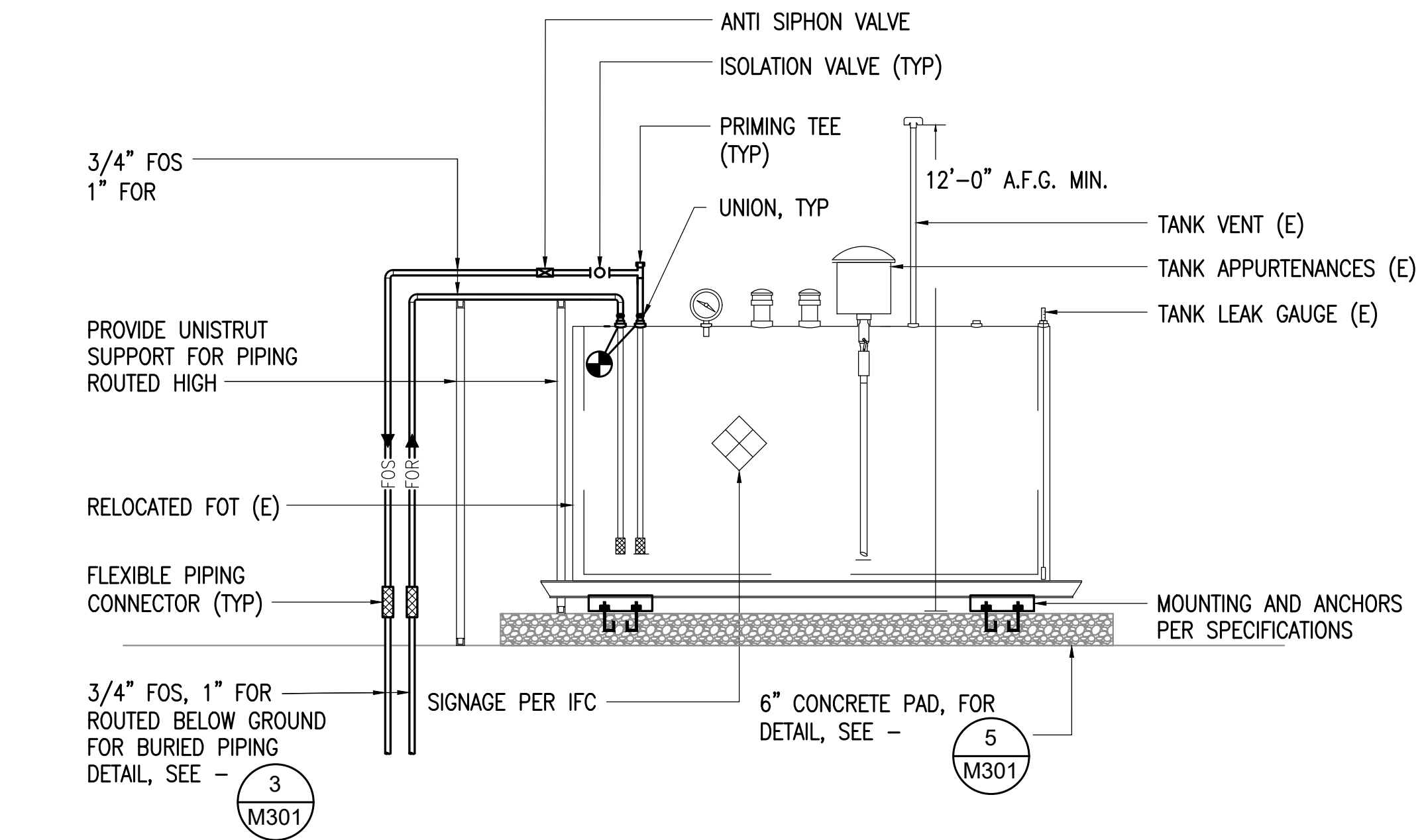
SHEET:

M202

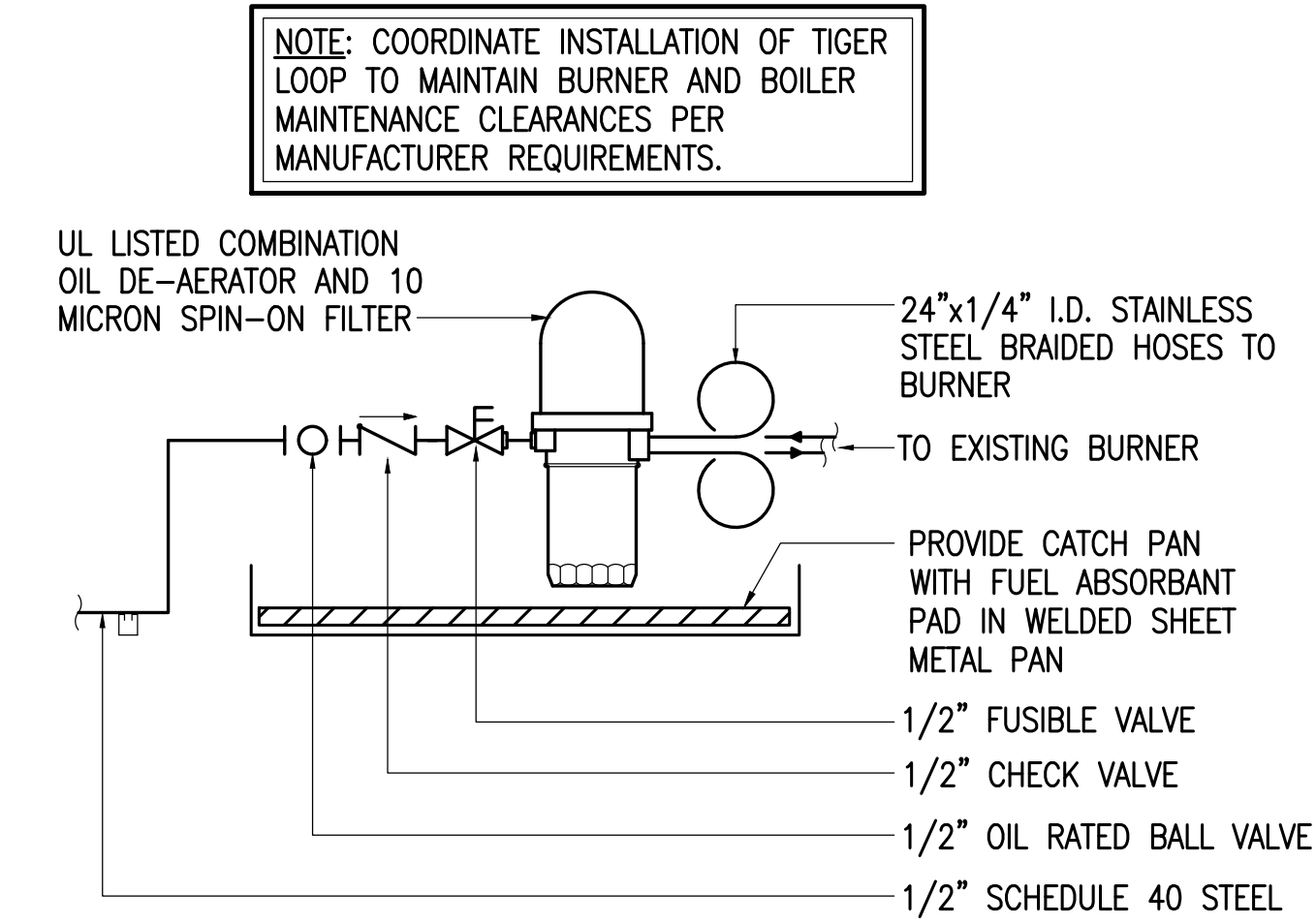
0"
1"
2"
3"



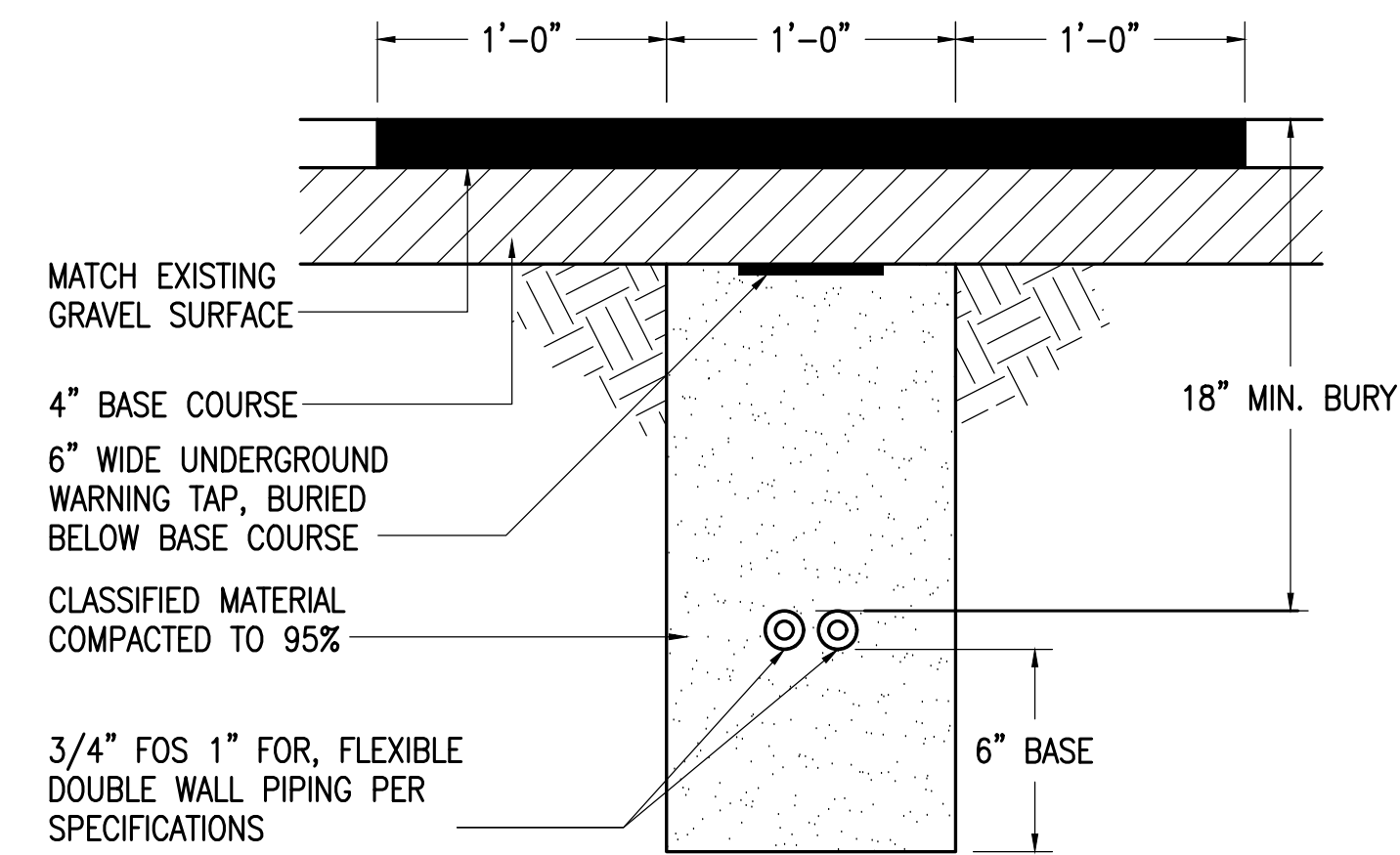
1 DAY TANK DETAIL
NO SCALE



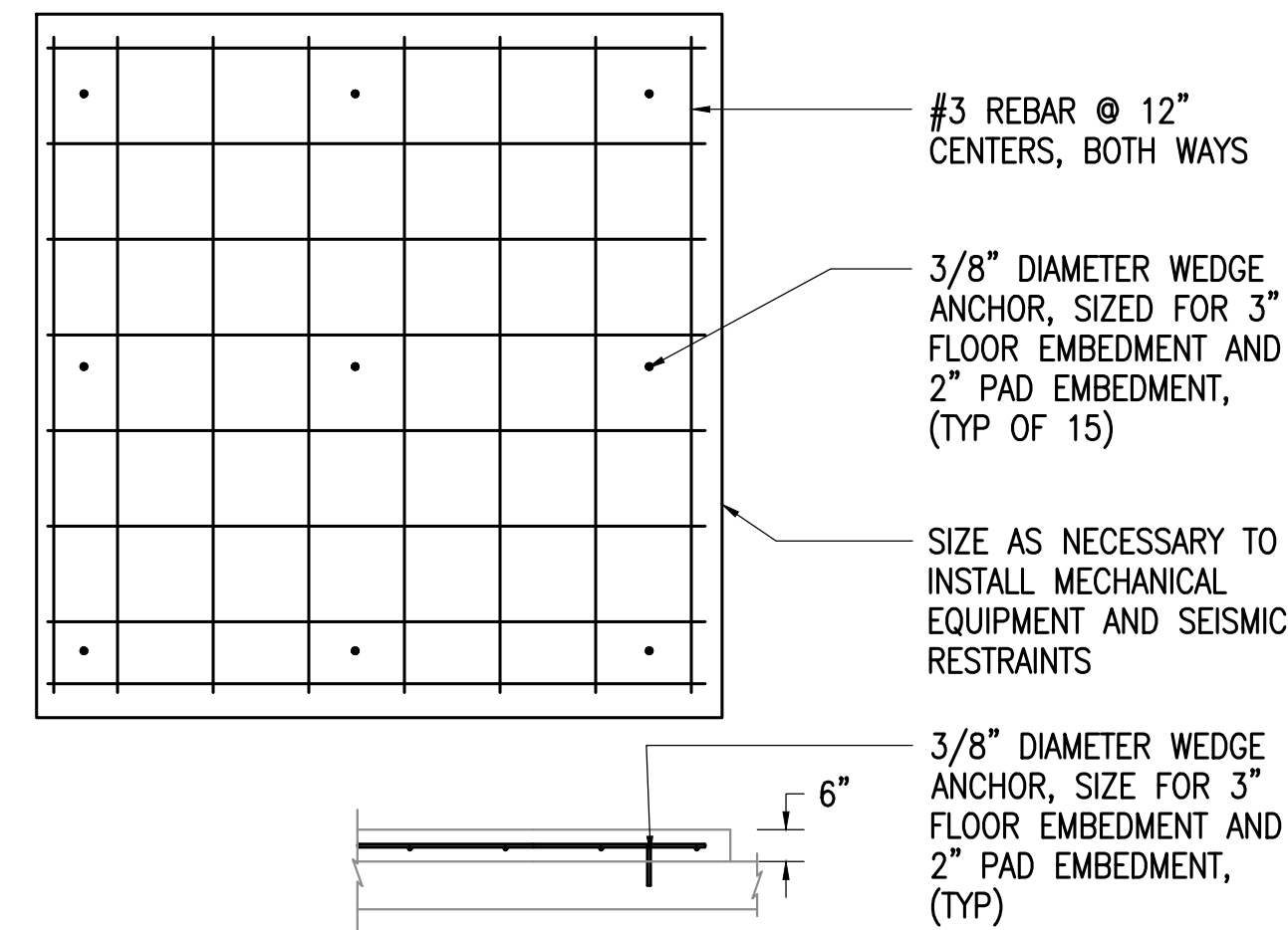
5 FUEL OIL TANK DETAIL
NO SCALE



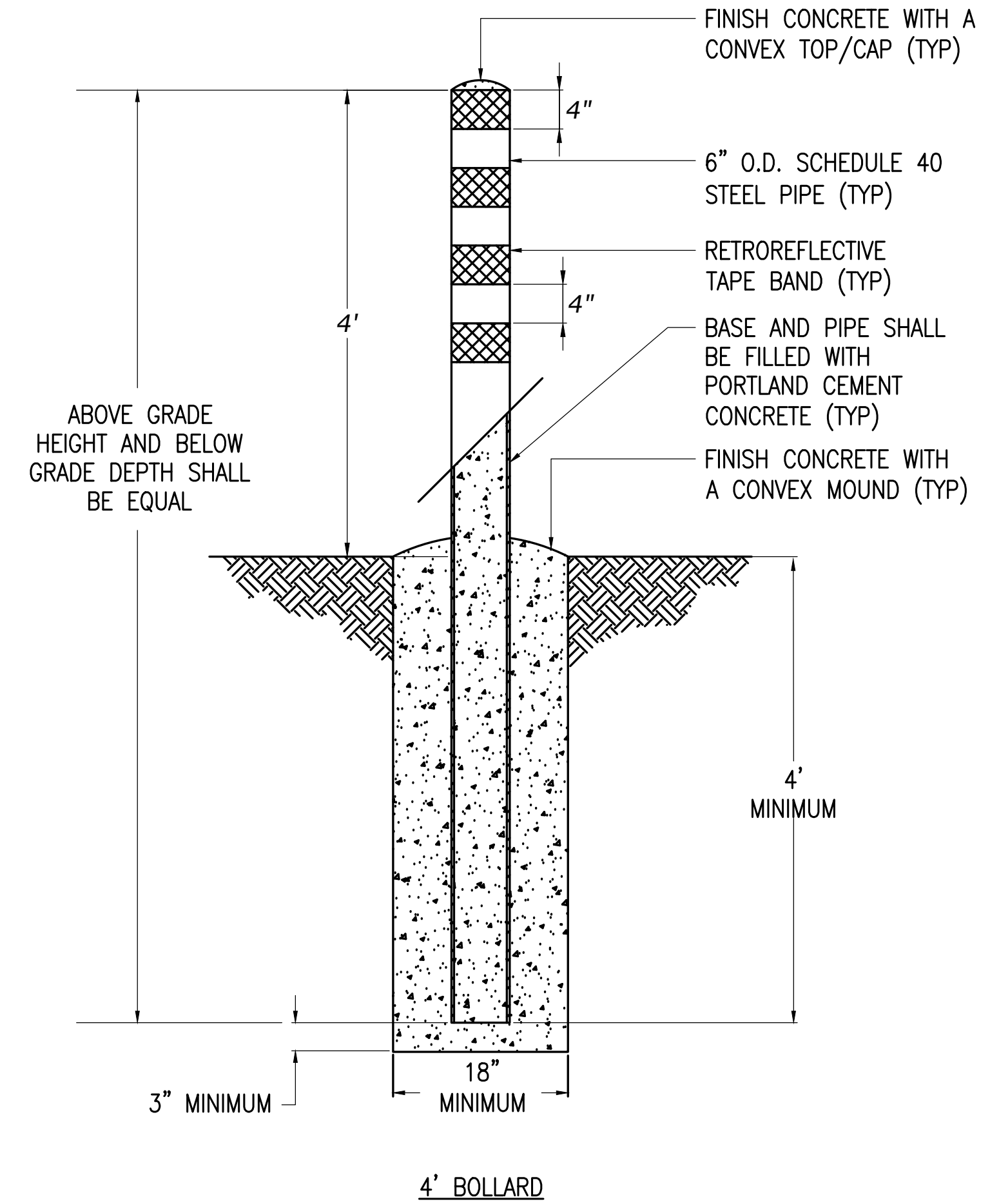
2 TIGER LOOP SINGLE DETAIL
NO SCALE



3 BURIED PIPING DETAIL
NO SCALE



6 CONCRETE PAD
NO SCALE



- NOTES:
- BOLLARD SHALL BE PAINTED WITH MINIMUM ONE (1) PRIMER COAT AND TWO (2) FINISH COATS OF HIGH-INTENSITY YELLOW PAINT; OTHER FINISH COLORS MAY BE USED WITH PRIOR APPROVAL OF THE CO.
 - RETROREFLECTIVE TAPE SHALL BE UNIFORM IN COLOR AND APPLIED IN FOUR (4") APART.

4 BOLLARD DETAIL
NO SCALE

NOTE:

CONCRETE - STRUCTURAL CONCRETE SHALL HAVE A 28 DAY STRENGTH, F'C OF 4,500 PSI. MAXIMUM WATER TO CEMENT RATIO EQUAL 0.45. MAXIMUM UN-PLASTICIZED SLUMP SHALL BE 4 INCHES. ENTRAIN AIR IN ACCORDANCE WITH IBC TABLE 1904.2.1 FOR SEVERE EXPOSURE CONCRETE. REINFORCING STEEL SHALL BE ASTM A615, GRADE 60 DETAILED OR IN ACCORDANCE WITH ACI 318. CONCRETE COVER OVER REINFORCEMENT SHALL BE AS NOTED ON THE DRAWINGS AND IN ACCORDANCE WITH ACI 301. WELDING OF REINFORCEMENT IS PROHIBITED. SUPPORT ALL REBAR ON CHAIRS, DOBIES OR OTHER APPROVED MEANS. CONTRACTOR SHALL TAKE SPECIAL CARE TO PREVENT DISTURBANCE DURING CONCRETE PLACEMENT TO ENSURE THAT REINFORCEMENT REMAINS AT ITS PROPER ELEVATION AND POSITION. ALL CONCRETE SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS OF THE AMERICAN CONCRETE INSTITUTE.



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VALDEZ ANIMAL SHELTER FUEL PIPING
CITY OF VALDEZ
300 AIRPORT RD, STE 201
VALDEZ, ALASKA 99686

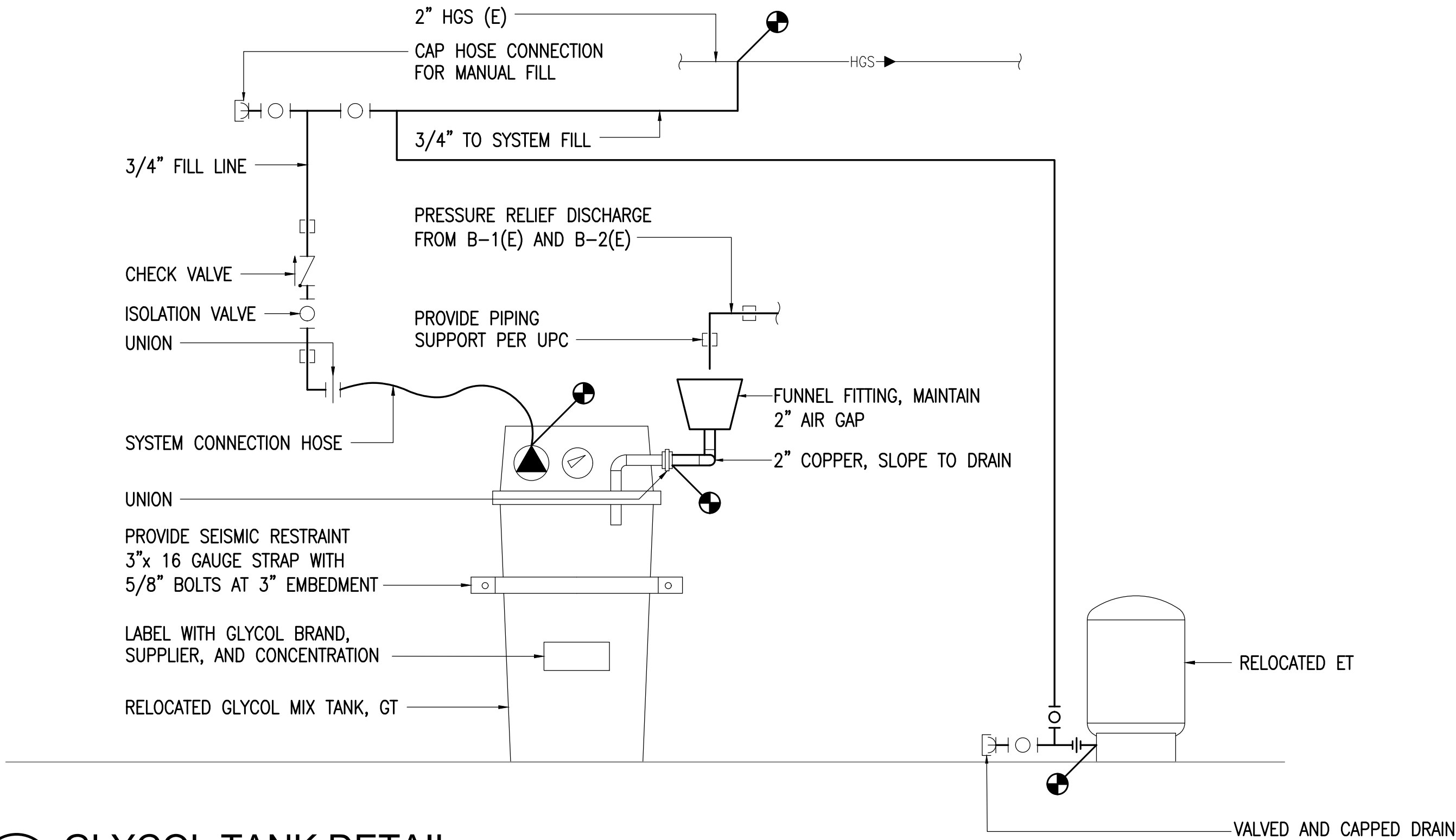
REVISIONS:

DRAWN BY: CAA
CHECKED BY: IAW
DATE: 04/27/26
JOB NUMBER: M6016
DWG FILE: MSERIES

DRAWING TITLE:
MECHANICAL DETAILS

SHEET:
M301

0"
1"
2"
3"



1 GLYCOL TANK DETAIL
NO SCALE



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CITY OF VALDEZ
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REVISIONS:

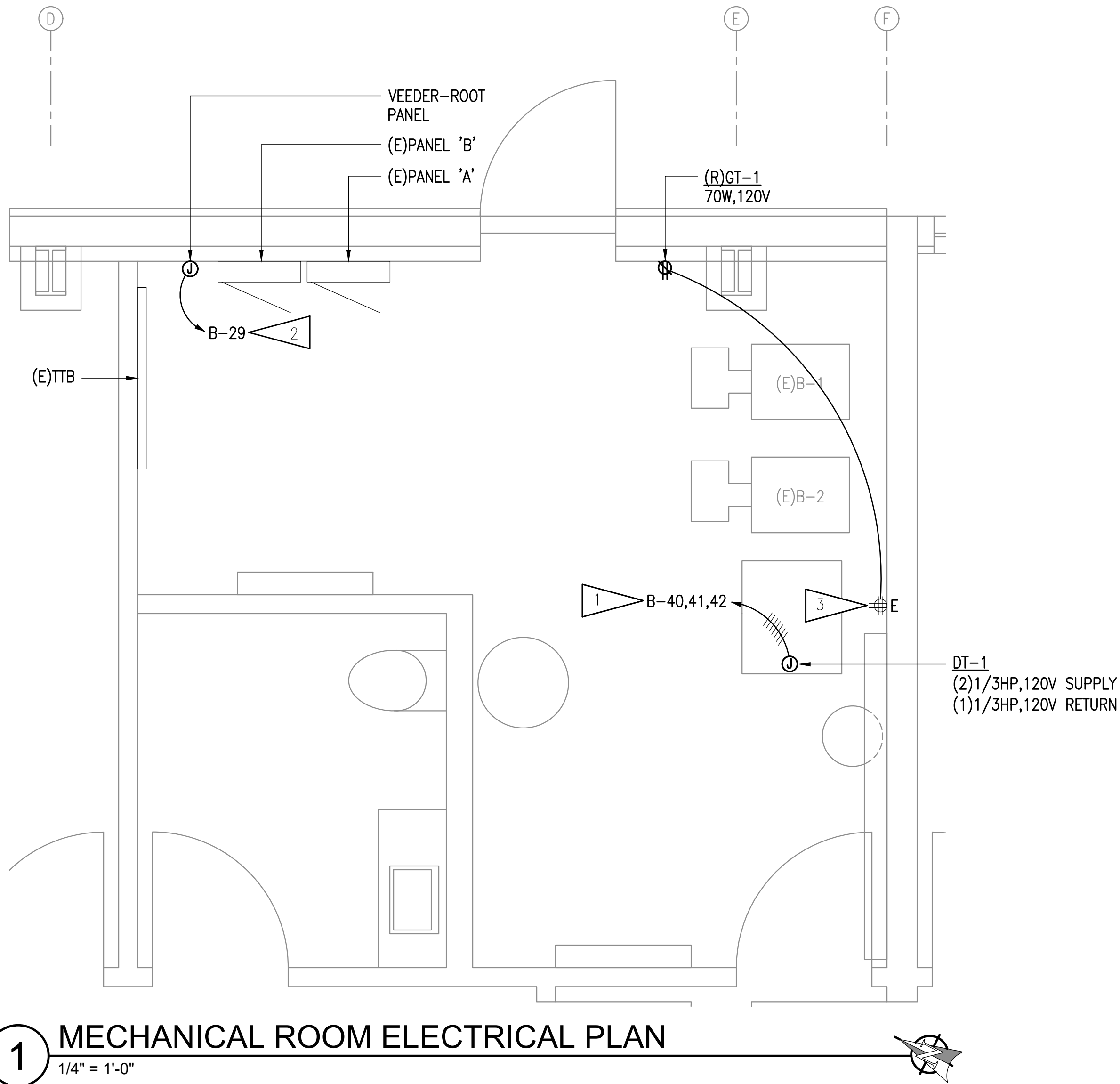
DRAWN BY: CAA
CHECKED BY: IAW
DATE: 04/27/26
JOB NUMBER: M6016
DWG FILE: MSERIES

DRAWING TITLE:
MECHANICAL DETAILS

SHEET:
M302

0"
1"
2"
3"

LEGEND	
	CONDUIT, CONCEALED
	NUMBER AND SIZE OF WIRES (NO MARKS = 3 #12)
	HOMERUN TO PANEL (PANEL AND CIRCUIT No.)
	EXISTING PANEL
	DUPLEX RECEPTACLE WITH GROUND FAULT CIRCUIT INTERRUPTER
	QUADRAPLEX RECEPTACLE
	JUNCTION BOX
	NOTE TAG (No. INDICATES NOTE)
AFF	ABOVE FINISHED FLOOR
C	CONDUIT
E	DENOTES EXISTING ITEM
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GRSC	GALVANIZED RIGID STEEL CONDUIT
NEC	NATIONAL ELECTRICAL CODE



SHEET NOTES:



- INSTALL (3) NEW 15A, 1P, CIRCUIT BREAKERS IN SPACE AVAILABLE IN THE EXISTING PANEL. THE EXISTING PANEL IS A CUTLER-HAMMER TYPE CH, 120/208V, 3 ϕ , 4W, WITH A 225A MAIN LUGS. THE NEW CIRCUIT BREAKERS SHALL BE COMPATIBLE WITH AND LISTED FOR USE IN THE EXISTING PANEL AND SHALL HAVE A MINIMUM SHORT CIRCUIT AIC RATING TO MATCH THE LOWEST RATED EXISTING DEVICE IN THE PANEL. COORDINATE EXACT CIRCUIT NUMBER AND SIZE REQUIREMENTS WITH THE ACTUAL EQUIPMENT PROVIDED PRIOR TO ORDERING AND INSTALLING.
- CONNECT TO SPARE BREAKER IN CIRCUIT INDICATED.
- PROVIDE EXTENSION OF EXISTING CIRCUIT TO RELOCATED GT-1. PROVIDER JUNCTION BOXES, CONDUIT, AND WIRE AS REQUIRED.

ELECTRICAL SERVICE LOAD CALCULATION

EXISTING SERVICE IS 400A, 208V, 3-PHASE, 4-WIRE SERVICE WITH 4#250KCMIL, FEEDERS AND 225A MAIN DISCONNECT

PANEL 'A' AND 'B' ARE FEED THROUGH TYPE 225A WITH MAIN LUGS FED WITH 4#250KCMIL, AND 1#4 GROUND

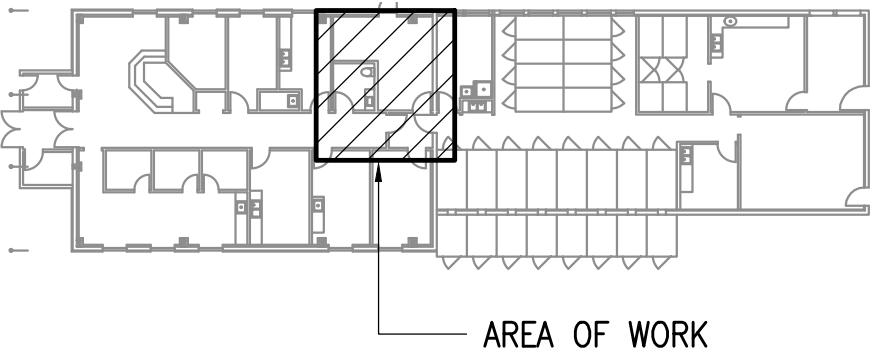
EXISTING DEMAND LOAD ON SERVICE AND PANELS FROM PLANS DATED 12/07/04: 64,800 W

NEW LOAD ADDED	NO.	VA	
DT-1	1	1,968	1,968 VA
VEEDER-ROOT	1	240	240 VA

TOTAL LOAD ADDED 2,208 VA = 6 A

NEW CALCULATED LOAD ON SERVICE AND PANELS 67,008 VA = 186 A

EXISTING SERVICE AND DISTRIBUTION EQUIPMENT HAVE ADEQUATE CAPACITY FOR NEW LOAD ADDED.



KEYPLAN

NO SCALE



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670 West Fireweed Lane, Suite 200
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Phone (907) 276-0322
Corporate No.: AEC0542

VALDEZ ANIMAL SHELTER FUEL PIPING

CITY OF VALDEZ
300 AIRPORT RD, STE 201
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: AWK
CHECKED BY: PCC,XPT
DATE: 04/27/26
JOB NUMBER: M6016
DWG FILE: ESERIES

DRAWING TITLE:
ELECTRICAL LEGEND
AND PLANS

SHEET:

E101

Summary of Bids Received

Bid Opening - July 9, 2026 at 2pm

Project: Valdez Animal Shelter Fuel Piping
Contract No.: 2529
Project No.: 26-350-2601

		Prism Design and Construction			Pinnacle Construction, Inc.		
Item #	Item	Quantity	Price	Extension	Quantity	Price	Extension
Bid Schedule Page 1 of 2							
1	Mobilization and Demobilization - LS	1.0000	\$23,133.00	\$23,133.00	1.0000	\$14,930.00	\$14,930.00
2	All work Required - LS	1.0000	\$148,371.84	\$148,371.84	1.0000	\$170,410.00	\$170,410.00
3	Field Engineering, Submittals, Shop and Record Drawings, Operating Instructions, O&M Manuals, and Close-Out Punchlist - LS	1.0000	\$4,809.60	\$4,809.60	1.0000	\$7,660.00	\$7,660.00
3 Items		Totals		\$176,314.44	\$193,000.00		

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.

Austin R. R. R. Project Manager



Legislation Text

File #: 26-0326, **Version:** 1

ITEM TITLE:

Approval of Amendment #1 with North Star Fire Protection, LLC to Extend the 2025 Fire Prevention Systems Inspections Contract Through 2027.

SUBMITTED BY: Kasey Walker, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$44,258.00

Unencumbered Balance: N/A

Funding Source: 001-4200-43400

RECOMMENDATION:

Approve Amendment #1 with North Star Fire Protection, LLC to Extend the 2025 Fire Prevention Systems Inspections Contract Through 2027.

SUMMARY STATEMENT:

In 2025, North Star Fire Protection, LLC was awarded a two-year contract to perform the annual fire alarm panel inspections, annual fire suppression system inspections, annual backflow preventer inspections, annual fire extinguisher inspections, biannual hood cleanings and inspections, and biannual chemical suppression inspections.

The two-year term has concluded. This is the first yearly extension of three possible yearly extensions.



**City of Valdez
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and
NORTH STAR FIRE PROTECTION, LLC (“Consultant”), is to the following AGREEMENT
dated the ____ day of _____, 2026:

Project: 2025 Fire Prevention Systems Inspections

Contract No.: 2297

Cost Code: 001-4200-43400

Consultant’s project manager under this agreement is Steve Sizemore V.

City’s project manager is Stanley Porritt.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: The term of this two-year contract shall be extended for an additional period of one (1) year for service through December 31, 2027. This is the first extended term.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in Appendix A and B, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Original amount of the AGREEMENT, including 2025 and 2026: \$88,516.00

Amount Changed by previously authorized Amendment: \$0.00

AGREEMENT Amount prior to this Amendment, including 2025 and 2026: \$88,516.00

Amount of this Amendment: \$44,258.00

New total AGREEMENT amount including this Amendment: \$132,774.00



ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

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

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and effect, except as specifically modified herein by this AMENDMENT.

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

NORTH STAR FIRE PROTECTION, INC.

**CITY OF VALDEZ, ALASKA
APPROVED:**

Name of Company Rep Authorized to Sign

Dennis Fleming, Mayor

BY: _____

Date: _____

TITLE: _____

ATTEST:

DATE: _____

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Signature of Company Secretary or Attest

Date: _____

Nathan Duval, City Manager

Date: _____

RECOMMENDED:

Kasey Walker, Capital Facilities Director

Date: _____



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and NORTH STAR FIRE PROTECTION, LLC ("Contractor") is effective on the 31 day of January 2025.

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

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

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

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

City's project manager is Stanley Porritt.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

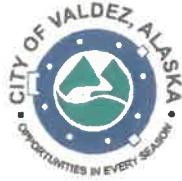
2.1 Compensation shall be paid in accordance with Appendix B which is incorporated herein by reference in an amount not to exceed \$44,258.00 annually.

ARTICLE 3. Period of Performance

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

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

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



ARTICLE 4. Subcontractors

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

ARTICLE 5. Insurance

5.1 The following minimum limits of insurance coverage are required:

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

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

ARTICLE 6. Appendices

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

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

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



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

**NORTH STAR FIRE PROTECTION,
LLC**

Signed by:

James Hoferer

Authorized Signature

James Hoferer

Printed name

Date: 1/28/2025 | 1:01 PM AKST

Title: GENERAL MANAGER

FEDERAL ID #: 47-1417351

520 W 58th Ave #G

Mailing Address

Anchorage, AK 99518

City, State, Zip Code

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming

Dennis Fleming, Mayor

Date: 1/31/2025

ATTEST:

Sheri L. Pierce

Sheri L. Pierce, MMC, City Clerk

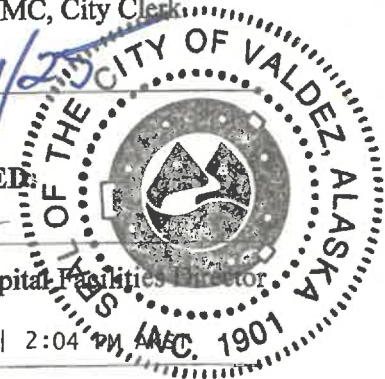
Date: 1/31/25

RECOMMENDED:

Nathan Duval

Nathan Duval, Capital Facilities Director

Date: 1/28/2025 | 2:04 PM AKST



Signature of Company Secretary or Attest

Date:

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

Jon S. Wakeland

Date: 1/27/24

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



Appendix A **Scope of Work**

BASIC SERVICES

1. Fire Alarm Panel Inspections:

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

2. Fire Suppression Systems Inspections:

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

3. Backflow Preventer Inspections:

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

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



If correction to backflow preventer is not possible during inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.

- c. Send an annual documentation and report of backflow preventers to the City of Valdez within 30 days of inspection.

4. Annual Fire Extinguisher Inspections:

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

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

- a. Inspect and clean kitchen hoods twice a year and tag as per code.
- b. Inspect hood fire suppression system twice a year as per code and tag.
- c. Keep records of pressure vessel inspections and replace or recharge as needed.
- d. The City of Valdez has two special fire suppression systems in two generator sheds, one at the High School/Middle School complex and the other at the Elementary School. Both these suppression systems need to be inspected bi-annually as per code with the kitchen hood inspections.
- e. If deficiencies are found, Vendor should try to correct during inspection visit at regular hourly rate. If correction is not possible on inspection trip, Vendor will provide a proposal for a return trip to complete necessary work.
- f. Send inspection reports to the City of Valdez within 30 days of inspection.

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



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

Appendix B
Basis of Compensation

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

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

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



**City of Valdez
REQUEST FOR QUOTES**

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

October 17, 2024

Dear Contractor:

This project includes, but is not necessarily limited to:

1. Fire Alarm Panel Inspections:

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

2. Fire Suppression Systems Inspections:

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



3. Backflow Preventer Inspections:

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

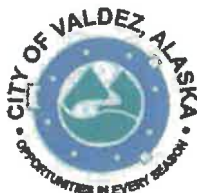
4. Annual Fire Extinguisher Inspections:

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

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

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

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



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

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

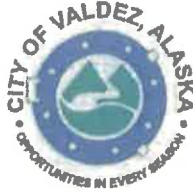
The following items must be included within your quote:

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

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

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

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



**City of Valdez
Addendum Acknowledgement**

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

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

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

North Star Fire Protection

Company Name

James Hoferer

Authorizing Name

11-15-2024

Date

General Manager

Title

J. Hoferer

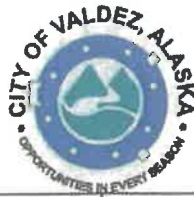
Signature



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

I. Fire Alarm Panel Inspections

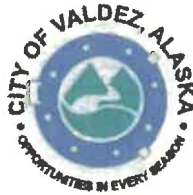
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	SIEMANS FHA2056 Airport 304 Airport Rd Valdez, AK 99686	1	EACH	528.00	528.00
2	EST FS-302 Animal Shelter 276 East Egan Valdez, AK 99686	1	EACH	264.00	264.00
3	Fire Shield FS-502 Baler Facility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



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



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



II. Fire Sprinkler System Inspections

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



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

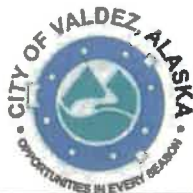
**III. Backflow Preventer Inspections**

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

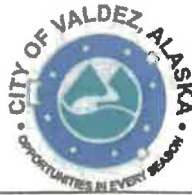


IV. Annual Fire Extinguisher Inspections: All extinguishers are 10-lb Dry Chemical ABC extinguishers, unless noted.

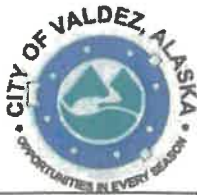
<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Airport 304 Airport Rd Valdez, AK 99686	27	EACH	6.00	162.00
2	Animal Shelter 276 East Egan Valdez, AK 99686	2	EACH	6.00	12.00
3	Animal Shelter 276 East Egan Valdez, AK 99686 20 lb Dry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



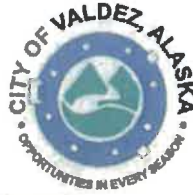
<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	Civic Center 314 Clifton Dr Valdez, AK 99686 24-lb Wet Chemical	1	EACH	6.00	6.00
12	Council Chambers 312 Chenega Ave Valdez, AK 99686	4	EACH	6.00	24.00
13	Goldfields Softball Complex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



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

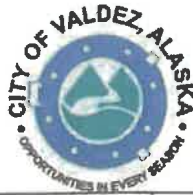


<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
33	Small Boat Harbor 300 N. Harbor Drive Valdez, AK 99686 20-lb Dry Chemical	8	EACH	6.00	48.00
34	South Boat Harbor 196 South Harbor Drive Valdez, AK 99686	8	EACH	6.00	48.00
35	South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



V. Annual Hood Inspections & Special Hazards

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



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

VI. Total Proposal Cost

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

Grand Total : \$ 33,848.00



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

Total Base Quote Amount:

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

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

Respectfully submitted this 15th day of November, 2024

QUOTER:

North Star Fire Protection

Company Name

520 W. 58th AVE #G

Address

Anchorage, AK 99518

City, State, Zip Code

(907) 677-1233

Telephone Number

47-1417351

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

James Hoferer

Authorizing Name

General Manager

Title

J. Hoferer

Signature

admin@northstarfireprotection.com

Email Address

CORPORATE SEAL

ATTEST:

 Signature of Corporate Sec.

 Print Name



Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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

LICENSE DETAILS

This serves as primary source verification* of the license.

License #: CONE39695

Program: Construction Contractors

Type: General Contractor Without Residential Contractor Endorsement

Status: Active

DBA: NORTH STAR FIRE PROTECTION, LLC

Issue Date: 07/30/2014

Effective Date: 11/15/2022

Expiration Date: 12/31/2024

Mailing Address: ANCHORAGE, AK, UNITED STATES

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

Owners

Owner Name	Entity Number
North Star Fire Protection LLC	10022025

Relationships

No Relationships Found

Designations

No Designations Found

Alaska Business License # 1008785

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

NORTH STAR FIRE PROTECTION, LLC

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

owned by

NORTH STAR FIRE PROTECTION, LLC

is licensed by the department to conduct business for the period

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

23 - Construction



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

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

Julie Sande
Commissioner



CITY OF VALDEZ 2024 BUSINESS REGISTRATION

Business Name

North Star Fire Protection, LLC

Physical Address

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

Business Phone Number

(907) 677-1233

Owner Name

Steve Sizemore IV

Business Description

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

ISSUED BY

City of Valdez
Planning Department
212 Chenega Ave

PO Box 307
Valdez, AK 99686

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

Approval Status:

Approved

APPROVED BY:

Kate Hulen

Expiration Date

12/31/2024

Auto ID Number

COV Business ID: 2024-120

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

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

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

PRODUCER
Marsh & McLennan Agency LLC
1031 W 4th Ave, Suite 400
Anchorage AK 99501

License# 82353
NORTHSTAR35

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

CONTACT NAME: Nancy Hayes
PHONE (Alt, Ho, Ext): 907-276-5617 **FAX** (Alt, No): 907-276-6292

E-MAIL ADDRESS: nancy.hayes@marshmma.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Umialik Insurance Company

40126

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1408075245

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CPP112059009	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CPP112162809	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB102516008	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WCV102210007	7/7/2024	7/7/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

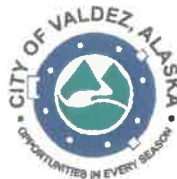
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy Hayes

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



Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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

II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Payments:

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

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

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

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

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

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

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

V. Changes:

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

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

VI. Audits and Records:

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

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

VII. Inspections:

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

VIII. Termination or Suspension:

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

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

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

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IX. Officials Not to Benefit:

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

X. Independent Contractor:

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

XI. Ownership of Work Products:

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

XII. Subcontractors, Successors and Assigns:

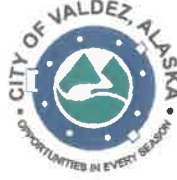
The City must concur in the selection of all Subcontractors for services to be engaged in performance of this Agreement.

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

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

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

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

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

XIII. Claims and Disputes:

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

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

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract

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Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the

- Contractor at any time for additional information that the Contractor may possess to support the claims(s). The Contractor agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Contractor will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Contractor delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Contractor intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XIV. Extent of Agreement:

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

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

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

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

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

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

XV. Governing Laws:

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

XVI. Minimum Wages:

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

See attached links for reference:

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

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

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

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

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

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

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



Legislation Text

File #: RES 26-0038, **Version:** 1

ITEM TITLE:

#26-38 - Amending the 2026 Budget by Accepting an Additional \$17.4MM in Unbudgeted Revenue and by Appropriating \$12.7MM to Debt Service Fund for Payment of Principal and Interest on Bonded Indebtedness and by Appropriating \$4.7MM to Repayment Reserve

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$17.4MM

Unencumbered Balance: \$17.4MM

Funding Source: 2026 Supplemental Assessment issued by Alaska Department of Revenue

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

Pursuant to Judge Zeman's decision in August of 2025, the State of Alaska Department of Revenue (DOR) has issued a 2026 Supplemental Assessment for Escaped Property.

The Supplemental Assessment compels billing of \$13.4MM in Tax Revenue, \$814K in Penalties, and \$6MM in interest on Escaped Property. Offset by reimbursements owed in the amount of \$2MM in Tax Revenue, \$164K in Penalties, and \$712K in Interest previously billed to taxpayers pursuant to the 2021 Supplemental Assessment issued by DOR in April of 2022.

The net result is \$11,420,770.20 in additional (escaped) Property Tax Revenue booked in 2026. An appropriation of \$12,660,000 for the repayment and full retirement of the GO22 Sewer Force Main Bond is included. The result of this action will be a reduction in future budgets of \$5.1MM in annual debt service expense, previously scheduled until 2032.

Escaped Property Billed (plus P&I)	\$20,317,492.47
Less Billed Assessments Refunded	(\$2,919,258.64)
 Net Revenue Booked	 \$17,398,233.83
Appropriation to Debt Service	\$12,660,000.00

Appropriation to Repayment Reserve	\$4,738,233.83
Net Revenue Booked by Source	\$17,398,233.83
2026 Supplemental Assessment	\$11,420,770.00
Interest on Supplemental Assessment	\$5,326,666.96
Penalty on Supplemental Assessment	\$650,796.87

CITY OF VALDEZ, ALASKA

RESOLUTION #26-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2026 CITY BUDGET BY ACCEPTING AN ADDITIONAL \$17.4MM IN UNBUDGETED REVENUE BY APPROPRIATING \$12.7MM TO DEBT SERVICE FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON BONDED INDEBTEDNESS AND BY APPROPRIATING \$4.7MM TO REPAYMENT RESERVE

WHEREAS, adopted budgets reflect best estimates of operating revenues; and

WHEREAS, the State Petroleum Property Assessor has issued a 2026 Supplemental Assessment; and

WHEREAS, the revenue resulting from the 2026 Supplemental Tax Roll, including penalties and interest totals \$20,317,492.47; and

WHEREAS, these revenues are partially offset by repayments to taxpayers pursuant to court order in the amount of \$2,919,258.64; and

WHEREAS, the resulting total revenue is \$17,398,233.83 from the 2026 Supplemental Tax Roll and this amount remains in jeopardy pending litigation; and

WHEREAS, the City Council has established a Repayment Reserve as a repository for tax revenues in jeopardy pending litigation; and

WHEREAS, the limitations established by AS 29.45.080 – 29.45.090 (Tax Cap) do not apply to taxes levied or pledged to pay for bonded debt pursuant to AS 29.45.100; and

WHEREAS, the City Council desires to amend the 2026 City Budget to accept additional property tax revenue and appropriate revenue for payment of bonded debt; 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 2026 City Budget is amended as follows:

Section 1: TAPS Supplemental 2026, 001-0000-36114, is increased by \$11,420,770.00.

Section 2: Interest Income on TAPS Supplemental 2026, 001-0000-31921, is increased by \$5,326,666.96.

Section 3: Penalty on TAPS Supplemental 2026, 001-0000-31910, is increased by \$650,796.87.

Section 4: Debt Service Fund Prepayment of Debt, 205-2050-47113 is increased by \$12,660,000.

Section 5: Transfer to Debt Service Fund, 001-0000-10100 is increased by \$12,660,000.00.

Section 6: Transfer from General Fund, 205-0050-39100 is increased by \$12,660,000.00.

Section 7: Transfer to Reserve Fund, 001-0050-49140, is increased by \$4,738,233.83.

Section 8: Transfer from General Fund, 350-0050-39100, is increased by \$4,738,233.83.

Section 9: Reserve Fund Repayment Reserve, 350-0650-55000, is increased by \$4,738,233.83.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 4th day of August 2026.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Revenue

TAX DIVISION

550 W. Seventh Ave., Suite 500
Anchorage, Alaska 99501-3555
Main: 907.269.6620
Fax: 907.269.6644

July 16, 2026

City of Valdez
ATTN: Dennis Fleming, Mayor
PO Box 307
Valdez, AK 99686-0307

Dear Mayor Fleming:

Attached please find the supplemental assessment roll for Tax Years 2017, 2018, 2019, 2020, 2021 and 2022, for oil and gas property located within the City of Valdez and taxable under AS 43.56.

The value adjustments listed on the supplemental assessments are taken from the Alaska Superior Court's December 5, 2025 Final Judgement in Case Number 3AN-22-06115CI, which established the findings requiring this supplemental assessment.

This supplemental assessment roll is being issued in accordance with the Superior Court's directive. Because this supplemental assessment roll has been prepared under the direct order of the superior court, which retains jurisdiction in this matter, the appeal procedures set forth in either AS 43.56.110, AS 45.56.120, 15 AAC 56.030 and 15 AAC 56.040 and AS 56.047 do not apply. Any appeal(s) of the supplemental assessments shall be made directly to the Alaska Superior Court or the Alaska Supreme Court.

Sincerely,

A handwritten signature in blue ink, reading "James H. Greeley, Jr.".

James H. Greeley, Jr.
State Petroleum Property Assessor

Cc: Jordan Nelson, Finance Director

**State of Alaska
Department of Revenue
Tax Division**

Notice of AS 43.56 Supplementary and Amended Assessment Roll for Tax Years 2017 - 2022

City of Valdez

Property Owner:

Alaska Ventures, LLC
16201 E. Main Street
Cut Off, LA 70345-3804
ATTN: Luke Newman

FEIN: 81-1650735
PTA: 10056868-003

<u>Tax Year</u>	<u>Property ID</u>	<u>Description</u>	<u>Original AV</u>	<u>Supplemental AV</u>	<u>Difference</u>
2022	006-003-6005	VESSELS	\$ 158,956,740	\$ 323,247,200	\$ 164,290,470
2021	006-003-6005	VESSELS	\$ 161,048,430	\$ 327,124,680	\$ 166,076,250
2020	006-003-6005	VESSELS	\$ 160,155,950	\$ 329,803,710	\$ 169,647,760
2019	006-003-6005	VESSELS	\$ 163,433,340	\$ 336,652,630	\$ 173,219,290

Property Owner:

Alyeska Pipeline Service Company
PO Box 196660 # MS 504
Anchorage, AK 99519-6660
ATTN: Terry Fair

FEIN: 92-0039154
PTA: 10019488-012

<u>Tax Year</u>	<u>Property ID</u>	<u>Description</u>	<u>Original AV</u>	<u>Supplemental AV</u>	<u>Difference</u>
2018	006-003-6009	VESSELS & EQUIP	\$ 41,284,970	\$ 0	- \$ 41,284,970
2017	006-003-6009	VESSELS & EQUIP	\$ 35,062,950	\$ 0	- \$ 35,062,950

Property Owner:

Crowley Marine Services, Inc.
 1102 S.W. Massachusetts Street
 Seattle, WA 98134
 ATTN: Julia Shemesh

FEIN: 94-3148465
 PTA: 10016260-003

<u>Tax Year</u>	<u>Property ID</u>	<u>Description</u>	<u>Original AV</u>	<u>Supplemental AV</u>	<u>Difference</u>
2018	006-003-6010	VESSELS	\$ 363,620	\$ 0	- \$ 363,620
2018	006-003-6011	VESSELS	\$ 6,194,660	\$ 0	- \$ 6,194,660
2017	006-003-6011	VESSELS	\$ 16,628,150	\$ 0	- \$ 16,628,150

Property Owner:

Prince William Sound Oil Response
 PO Box 196660 # MS 504
 Anchorage, AK 99519-6660
 ATTN: Terry Fair

FEIN:92-0136242
 PTA:10015203-008

<u>Tax Year</u>	<u>Property ID</u>	<u>Description</u>	<u>Original AV</u>	<u>Supplemental AV</u>	<u>Difference</u>
2018	006-003-6012	VESSELS	\$ 324,670	\$ 0	- \$ 324,670
2018	006-003-6013	VESSELS	\$ 875,190	\$ 0	- \$ 875,190
2017	006-003-6012	VESSELS	\$ 585,860	\$ 0	- \$ 585,860
2017	006-003-6013	VESSELS	\$ 875,190	\$ 0	- \$ 875,190

	2026 Suppl Assessment	Tax Bill	Penalty	Interest	Grand Total	
	173,219,290.00	3,464,385.80	277,150.86	1,963,151.95		
	169,647,760.00	3,392,955.20	271,436.42	1,651,238.20		
	166,076,250.00	3,321,525.00	265,722.00	1,350,753.50		
	164,290,460.00	3,285,809.20	-	1,073,364.34		
Subtotals	13,464,675.20		814,309.28	6,038,507.99	\$20,317,492.47	Bill for Escaped Property
	(41,284,970.00)		(56,100.72)	(271,153.48)		
	(35,062,950.00)		(66,055.95)	(253,214.48)		
	(363,620.00)		(26,605.04)	(128,591.03)		
	(6,194,660.00)		(9,911.46)	(37,993.91)		
	(16,628,150.00)		(581.79)	(2,230.20)		
	(324,670.00)		(937.38)	(4,530.65)		
	(875,190.00)		(519.47)	(1,991.31)		
	(585,860.00)		(1,400.30)	(6,768.14)		
	(875,190.00)		(1,400.30)	(5,367.83)		
Subtotals	(2,043,905.20)		(163,512.41)	(711,841.03)	\$ (2,919,258.64)	Previous Billing Refunded
Grand Total	11,420,770.00		650,796.87	5,326,666.96	\$17,398,233.83	Net Revenue Booked
				Allocation	\$12,660,000.00	Debt Service
				Calculation	\$4,738,233.83	Repayment Reserve
					\$17,398,233.83	Net Revenue Booked



Legislation Text

File #: 26-0329, **Version:** 1

ITEM TITLE:

Report: Scrap Barge 2026

SUBMITTED BY: Bart Hinkle, Interim Public Works Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

Verbal report on Scrap Barge 2026 presented by Bart Hinkle, Interim Public Works Director.



Legislation Text

File #: 26-0327, **Version:** 1

ITEM TITLE:

Report: Valdez Tourism Task Force Recommendations for Future Bylaws for Destination Valdez

SUBMITTED BY: Valdez Tourism Task Force

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Attached is a memorandum outlining specific items that the Valdez Tourism Task Force recommends the new Board of Directors for Destination Valdez consider for inclusion in future Bylaws for the organization.

Submission of this report marks the conclusion of the task force's assigned work and now the appointed Board of Directors for Destination Valdez will take over the work of standing up the organization and enrolling membership.



MEMO

To: The Valdez City Council and the Initial Board of Directors for Destination Valdez

From: The Valdez Tourism Task Force

Re: Valdez Tourism Task Force Recommendations for Future Bylaws of Destination Valdez, Inc.

Date: August 4, 2026

Introduction:

After adopting and submitting recommendations to City Council based on the initial assigned tasks and outlining an organizational vision and draft Articles of Incorporation for a new destination marketing organization, structured as a quasi-public non-profit, to be named Destination Valdez, the members of the Valdez Tourism Task Force took on the final task of providing recommendations on what future Bylaws for this organization should contain.

The group reviewed several examples of Bylaws from other destination marketing and tourism non-profits, as well as those of adopted by the Valdez Museum and Historical Archive, which the legal structure for Destination Valdez was based upon. This memo outlines article by article components that the task force suggests for inclusion in future Bylaws for Destination Valdez and hopes that the future Bylaws Committee will draw on these as a solid starting point for their work.

Submission of these recommendations marks the final action of the task force as a formal advisory body. The Valdez Tourism Task Force thanks the City Council for the opportunity to help shape the vision for future tourism marketing and visitors' services in Valdez and wish Destination Valdez success and stability as they build a new stable visitors organization.

Article by Article Recommendations:

Article 1 – NAME

- Destination Valdez, Incorporated

Article 2 – OFFICES

- Principal office located in Valdez, Third Judicial District, State of Alaska.
- Corporation to maintain a registered office in the State of Alaska, and a registered agent whose office is identical with such registered office, as required by the Alaska Non-Profit Corporation Act.
- The registered office may be, but need not be, identical with the principal office in the State of Alaska, and the address of the registered office may be changed by the Board of Directors.

Article 3 – PURPOSE

- Repeat the purpose of the corporation from the Articles of Incorporation for clarity.

Article 4 – MEMBERSHIP

- Two membership classes: Public Members and Business Members.
- Public Members:
 - Those holding office on the Valdez City Council.
 - A Public Member shall retain membership until the member's successor takes office on the City Council.
- Business Members –
 - Business Membership categories for Bylaws:
 - Valdez business members (voting).
 - Non-Valdez/ Out of Town business members (non-voting).
 - Trade associations/ reciprocal DMOs (non-voting).
 - Supporting business/ individual membership (non-voting).
 - Annual confirmation of business membership list (businesses reaffirming participation ensures an accurate member list and database).

Article 5 – MEMBERSHIP MEETINGS

- Require an annual meeting to take place for both membership types. Two separate annual meetings are suggested.
- Business Members Meeting (spring/ before summer tourism season): nomination of board seats; review of member services and programs.
- Public Members Meeting (fall/ before budget cycle): approval of budget; annual reports; final approval of board nominations.
- Clear dates should be set for these.
- The Business Member Meeting should happen before the Public Member Meeting.
- There should be provisions for:
 - Member and public notice (electronic preferred)
 - Calling special meetings (who can and why- must conform with AS 10.20.061)
 - Quorum
 - Voting-
 - Typically, can be a majority of members present.
 - Including items that should require a higher threshold for approval.
 - Voting by proxy is not recommended.
 - Executive Session and Alaska Open Meeting Act
- May want to allow electronic participation (teleconference or web based) at member meetings (though this might be difficult to manage logistically).

Article 6 – PROHIBITED ACTIVITIES

- Boiler plate language: "The Corporation is a non-profit corporation under the laws of the State of Alaska and under Section 501(c)(6) of the Internal Revenue Code. No Member shall take any action which would jeopardize or in any way defeat the Organization's status as a non-profit corporation."

Article 7 – BOARD OF DIRECTORS

- General Powers

- Managing affairs of the Corporation
- Authority over operations and administration.
- Adoption of needed policies to ensure professional management.
- Number, Term and Appointment:
 - 7 members.
 - 3-year terms.
 - Nominated/Appointed by Business Membership.
 - Confirmed by Public Members.
 - Non-voting member seat for city representative(s).
 - Temporary advisory members may be appointed for specific issues.
- Vacancies:
 - Mid-term vacancies filled by Council appointment.
 - Replacement serves the remainder of the term.
- Removal/ Replacement:
 - Inability to perform duties for health or personal reasons.
 - Violation of Bylaws or Code Ethics.
- Meeting/ Public Meetings:
 - At least quarterly.
 - The first year or more may require monthly meetings.
- Quorum:
 - 4 members, electronic participation can count for quorum.
- Attendance:
 - Including rules for remote attendance.
 - Simplified attendance rules (not a complex excused or unexcused system).
- Voting rules:
 - No voting by email (OMA prohibits this).
 - Majority for ordinary business.
 - Higher threshold for major actions (bylaws changes, dissolution).

Article 8 – OFFICERS

- Define Officers with at least the minimum requirements outlined in Alaska Nonprofit Act (AS 10.20.121).
- Can have other positions if helpful.
- Election of Officers - Cleanest if nominations are taken from the floor and ballots cast in case of multiple nominees.
- Term of Office - annual election after appointment of new members.
- Duties of Officers
 - PRESIDENT- Principal Officer of the Board of Directors
 - General supervision of the businesses and affairs of the Corporation.
 - Signing authority (and limits to signing authority)
 - Chair of Meetings
 - VICE PRESIDENT-
 - In the absence of the President, Vice President performs the duties of the President.
 - Can assign additional duties.
 - SECRETARY-

- Responsible for Keeping Minutes
- Responsible for Notices
- Responsible for records maintenance
- TREASURER-
 - Accounting and fund tracking
 - Assistance with annual budget preparation
 - Check signing authority is typical
 - Consider including a skills expectations; Treasurer should possess budgeting ability and financial literacy.

Article 9 – COMMITTEES

- Standing Committees suggested
 - Finance Committee to work with administrator on developing annual budget and assisting with financial oversight, conducts audits as appropriate
 - Marketing Committee to work on overall market strategy and plans, to include website, social media and annual publication (visitor guide or other)
 - Board Development Committee to work on recruiting for board as well as board training and overall trajectory of board.
- Outline process for appointment of temporary or special committees
- Committees may include both board members and members-at-large
- Ensure committees don't include a majority of the board (OMA)
- Committee roles are outlined in policy rather than bylaws
- Temporary advisory members may be appointed for a specific issue

Article 10 – FINANCIAL CONSIDERATIONS

- Should outline high level rules on:
 - Contracts.
 - Payments and deposits.
 - Accounting practices/ fund management.
 - Gifts/ donations.
- Include Annual Meeting financial reporting requirements.
 - Quarterly financial reports recommended.
- Can be more general if a separate fiscal policy is required to be adopted (detailed purchasing policy belongs in policies and procedures)
- Include big picture RFP triggers and procurement expectations (reference thresholds, but make specific rules in policy, not bylaws).
- Embed in fiscal year in this section

Article 11 – ADMINISTRATION

- This article should be more detailed and include anything related to the ED position that the board and members want to be legally binding.
- Executive Director role should be clearly defined:
 - The board selects, determines compensation for, evaluates and fires the Executive Director.

- The Executive Director has and responsibility to operate the Corporation in all its activities in alignment with adopted policies and applicable law.
- The Executive Director acts as the duly authorized representative of the board in all matters where there is no formal designation of some other person to act.
- Executive Director Authority and Responsibility should include:
 - Carrying out all policies and advising on the amendments to policies.
 - Developing and submitting for approval a plan of organization for the conduct of operations.
 - Preparing an annual budget, including estimated capital expenditures, showing the expected revenues and expenditures.
 - Maintaining physical properties in a good and safe state of repair and operating condition.
 - Supervising the business affairs of the corporation to ensure that funds are collected and expended in a manner consistent with their public trust responsibilities and to the benefit of the Corporation.
 - Attending all meetings of the Board of Directors.
 - Attending all meetings of the Members.
 - Serving as the liaison between the Board and the Members.
 - Employment matters and management, personnel decisions are ED's responsibility, not the Board's or Members'.
 - Other duties as assigned
- Executive Director Performance Review
 - Outline a clear process for performance review (who and how often).
 - Include an emergency / vacancy clause: If no ED exists, Board President assumes operational responsibility until replacement hired.
- Include a board or members "no confidence" process: If a vote of the board or members, issues statement of no confidence, must trigger corrective plan or termination procedure.

Article 12 – STAFF/ EMPLOYEES

- Recommended authority:
- Executive Director has sole authority for recruitment, selection, appointment and discharge, and determination of duties and compensation levels for all employees of the Corporation.
- Exercise of this authority in accordance with applicable rules, schedules, fiscal resources, and policies of the Corporation.
- Require adoption of a personnel policy to include compensation, benefits, org chart, grievance procedures, general expectations, etc.

Article 13 - CODE OF ETHICS AND CONFLICT OF INTERESTS

- Can loosely follow COV or Museum Code of Ethics
- Conflict of interest definitions should be both financial and relational
- Outline specific disclosure and recusal processes.
- Anti-discrimination and grievance process. Should focus on financial conflicts specifically and include:
 - Purpose
 - Policy
 - Statement/ Form Requirement

Article 14 – INDEMNIFICATION

- Must align with Alaska Nonprofit Act
- Should be specific
- Must undergo careful legal review

Article 15 – PARLIAMENTARY PROCEDURES

- Use of Roberts Rules unless other specific procedure is adopted by the board.

Article 16 – AMENDMENTS

- Bylaws may only be amended by a vote of the Public Membership (explicitly stated).
- Higher majority threshold of Board and Members for amendments to Bylaws.
- Required schedule for review (example: every 2–3 years).



Legislation Text

File #: 26-0328, **Version:** 1

ITEM TITLE:

Change Order Report: Emergency Generator Annual Inspection Contract Extension Through 2027 in the Amount of \$23,000.

SUBMITTED BY: Kasey Walker, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$23,000.00

Unencumbered Balance: N/A

Funding Source: 001-4200-43400, Contractual Services

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

This is the second and final amendment to the 2025 Emergency Generator Annual Inspection Contract to extend service through 2027.

Original Contract Amount: \$23,000.00

Amendment #1: \$23,000.00

Amendment #2: \$23,000.00

Total Contract Amount: \$69,000.00

This report is filed per City Procurement Code 2.80.040 (procurement) 2.80.050 (change orders and contract amendments).



**City of Valdez
Contract Amendment #2**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, ("City") and FRONTIER ELECTRICAL SERVICE, LLC, ("Consultant"), is to the following AGREEMENT dated the 15th day of July, 2026:

Project: 2025 Emergency Generator Annual Inspections

Contract No.: 2294

Cost Code: 001-4200-43400

Consultant's project manager under this agreement is Ryan Ambacher.

City's project manager is Stanely Porritt.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: The term of the contract shall be extended for an additional period of one (1) year for service through December 31, 2027. This is the second and final extended term.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in Appendix A and B, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$23,000.00

Amount Changed by previously authorized Amendment: \$23,000.00

AGREEMENT Amount prior to this Amendment: \$46,000.00

Amount of this Amendment: \$23,000.00

New total AGREEMENT amount including this Amendment: \$69,000.00

Agreement for Services
Project: 2025 Emergency Generator
Annual Inspections
Contract No. 2294
Cost Code: 001-4200-43400



ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

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

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and effect, except as specifically modified herein by this AMENDMENT.

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

FRONTIER ELECTRICAL, LLC

DocuSigned by:

Ryan Ambacher

F82606E372B954B4...

Name of Company Rep Authorized to Sign

BY: Ryan Ambacher

TITLE: CEO

DATE: 7/15/2026 | 1:48 PM EDT

FEDERAL ID #: 46-5730206

PO Box 3030

Mailing Address

Valdez, AK 99686

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

CITY OF VALDEZ, ALASKA

APPROVED:

Signed by:

Nathan Duval

F239023D08294C0...

Nathan Duval, City Manager

Date: 7/15/2026 | 11:10 AM AKDT

RECOMMENDED:

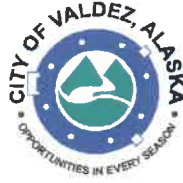
Signed by:

Kasey Walker

98668301C1D884B5...

Kasey Walker, Capital Facilities Director

Date: 7/15/2026 | 11:09 AM AKDT



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and FRONTIER ELECTRICAL SERVICE, LLC ("Contractor") is effective on the 27th day of December, 2024.

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

**Project: 2025 Emergency Generator Annual Inspections
Contract No.: 2294
Cost Code: 001-4200-43400**

Contractor's project manager under this agreement is Ryan Ambacher.

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

City's project manager is Stanley Porritt.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with Appendix B which is incorporated herein by reference in an amount not to exceed \$23,000.00.

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end and Contractor shall have completed all work under this agreement by December 31, 2025. The City of Valdez reserves the right to extend this contract by one (1) year increments for two (2) years.

Agreement for Services
Project: 2025 Emergency Generator
Annual Inspections
Contract No. 2294
Cost Code: 001-4200-43400



ARTICLE 4. Subcontractors

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

ARTICLE 5. Insurance

5.1 The following minimum limits of insurance coverage are required:

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

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

ARTICLE 6. Appendices

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

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

Agreement for Services
Project: 2025 Emergency Generator
Annual Inspections
Contract No. 2294
Cost Code: 001-4200-43400



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.

FRONTIER ELECTRICAL SERVICES, LLC

DocuSigned by:

Ryan Ambacher

Authorized Signature

Ryan Ambacher

Printed name

Date: 12/17/2024 | 4:21 PM EST

Title: CEO

FEDERAL ID #: 47-5730206

PO Box 3030

Mailing Address

valdez, AK 99686

City, State, Zip Code

Signature of Company Secretary or Attest

Date:

CITY OF VALDEZ, ALASKA

APPROVED:

DocuSigned by:

John Douglas

John Douglas, City Manager

Date: 12/27/2024 | 12:16 PM AKST

ATTEST:

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

Date:

RECOMMENDED:

DocuSigned by:

Nathan Duval
Nathan Duval, Capital Facilities Director

Date: 12/17/2024 | 12:22 PM AKST

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser
Jake W. Staser

Date:

Agreement for Services
Project: 2025 Emergency Generator
Annual Inspections
Contract No. 2294
Cost Code: 001-4200-43400



Appendix A

Scope of Work

BASIC SERVICES

Provide annual service and load test for all level #1 generators owned by the City of Valdez. The service should adhere at a minimum to NFPA 110. At a minimum: (Courtesy Cummins Northwest Maintenance Check List):

1. Engine Oil – Check for leaks, oil level and pressure, full flow and bypass oil filters, change oil and oil filters, take oil sample, check hydraulic/mechanical governor oil level.
2. Engine Cooling – Check for leaks, radiator air restriction, radiator duct work and fan shroud, fan hub, drive pulley, belt tension/condition, water pump, coolant level and antifreeze point, DCA level, coolant condition, coolant heater operation, hose condition and connections, coolant filter, radiator cap, motor or mechanical louver operation.
3. Engine Air Intake System – Check for leaks, change filters as needed.
4. Batteries-Check batteries for voltage and cold cranking amps or any other damage. Notify owner if any batteries need replacing.
5. Transfer Switches-Check all transfer switches for proper change-over intervals. Make sure contactors are clean and make positive contact and are not corroded from arcing.
6. Load test each generator in compliance with test schedule.

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

Appendix B

Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$23,000.00 per the attached proposal dated November 15, 2024, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



**City of Valdez
REQUEST FOR QUOTES**

**Project Name: 2025 Emergency Generator Annual Inspection
Contract No.: TBD
Cost Code: 001-4200-43400**

October 17, 2024

Dear Contractor:

This project includes, but is not necessarily limited to:

Provide annual service and load test for all Level #1 Generators owned by the City of Valdez. The service should adhere at a minimum to NFPA 110. At a minimum: (Courtesy Cummins Northwest Maintenance Check List):

1. **Engine Oil** – Check for leaks, oil level and pressure, full flow and bypass oil filters, change oil and oil filters, take oil sample, check hydraulic/mechanical governor oil level.
2. **Engine Cooling** – Check for leaks, radiator air restriction, radiator duct work and fan shroud, fan hub, drive pulley, belt tension/condition, water pump, coolant level and antifreeze point, DCA level, coolant condition, coolant heater operation, hose condition and connections, coolant filter, radiator cap, motor or mechanical louver operation.
3. **Engine Air Intake System** – Check for leaks, change filters as needed.
4. **Batteries**–Check batteries for voltage and cold cranking amps or any other damage. Notify owner if any batteries need replacing.
5. **Transfer Switches**–Check all transfer switches for proper change-over intervals. Make sure contactors are clean and make positive contact and are not corroded from arcing.
6. **Load Test each Generator in compliance with test schedule.**

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

This Request for Quotes will be used for quotes under \$40,000.

A copy of the quote schedule is attached for your use in submitting quotes. Quotes will be accepted until 2:00 pm local time on November 15, 2024 at the office of the Building Maintenance Supervisor, 555 W. Egan St, PO Box 307, Valdez, Alaska 99686. Quotes will be accepted via fax, mail, email or in person. Fax number: 907-835-5410. The City's Project Manager is Stanley Porritt; email sporritt@valdezak.gov.

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

The following items must be included within your quote:



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

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

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

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



Quote Schedule Page 1 of 2
Project: 2025 Emergency Generator Annual Inspections
Contract No.: TBD

<u>Item No.</u>	<u>Item Description</u>	<u>Serial/Model Numbers</u>	<u>Address</u>	<u>Individual Cost for Each Generator</u>
1	Cummins Power Generation DQDAA-1412042, (Cummins Engine) 250 KW City Hall	#M14G307667 (Gen) #DQDAA-1412042 #H140731880	206 Pioneer St.	2,250.00
2	Olympian D200P3, (Perkins engine) 200 KW, Civic Center	#177733/14	314 Clifton Dr.	2,100.00
3	Kohler 50REOZJB, 50 KW, Senior Center	#0779322	1300 E. Hanagita St.	1,250.00
4	Marathon Electric MECon Simplex 9115700 (Cummins engine), 60 KW, City Shop	#360FDC462FF- FOO-W #JA-95573-1	602 W. Egan St.	1,650.00
5	Cummins Power Generation DQDAC-1336864, (Cummins engine) 300 KW Elementary School	#M13H348135 (Gen) #DQDAC-1336864 #130561406	1009 W. Klutina Ave.	2,500.00
6	CAT C15 Generator 450 S/N CAT00C15PT3301283 Gilson Middle School		357 Robe River Dr.	2,900.00
8	CAT Generator New Fire Station #1		407 West Pioneer	2,100.00
9	John Deere 12MKW Airport	T06359T156802	300 Airport Rd.	1,700.00
10	CUMMINS Gilson Middle School (Well House #2)	DQDAA 1831169	357 Robe River Dr.	1,800.00
11	CUMMINS 20kW C20 D6 Spec. A Sewer Treatment Plant	D180345249	800 Sawmill Dr.	1,000.00
12	CUMMINS 1000KW VCT Container Terminal	QST30-G5 NR2	1460 Container Terminal Rd	3,750.00



City of Valdez
Quote Schedule Page 2 of 2

Project: 2025 Emergency Generator Annual Inspections

Total Quote Amount:

Twenty Three Thousand

dollars Zero

cents

(\$ 23,000.00)

I, Ryan Ambacher, hereinafter called Quoter, an individual doing business as Frontier Electrical Services, (strike out inapplicable words) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this quote and agrees: to hold this quote open for forty five (45) days, to accept the provisions of the Request for Quotes, to accomplish the work in accordance with the plans and/or specifications, for the lump sum and unit price amounts as set forth in the quote schedule.

Respectfully submitted this 15 day of November, 2024.

QUOTER:

Frontier Electrical Services
Company Name

Ryan Ambacher
Authorizing Name

PO Box 3030
Address

CEO
Title

Valdez, AK 99686
City, State, Zip Code


Signature

907-835-4810
Telephone Number

ria@frontierelectricalservices.com
Email Address

46-5730206
Federal I.D. or S.S.N.

CORPORATE SEAL:

ATTEST:

Signature of Corporate Secretary

Print Name



CITY OF VALDEZ 2024 BUSINESS REGISTRATION

Business Name	Frontier Electrical Services LLC	ISSUED BY	City of Valdez
Physical Address	3293 Falcon Ave, Valdez AK 99686		Planning Department
Business Phone Number	(907) 255-5094		212 Chenega Ave
Owner Name	Ryan Ambacher		PO Box 307
Business Description	Frontier Electrical Services LLC		Valdez, AK 99686
			planningdept@valdezak.gov
			Phone: 907-834-3401

Approval Status:

Approved

APPROVED BY:

Kate Huber

Approval Date

11/14/2024

Expiration Date

12/31/2024

Auto ID Number

COV Business ID: 2024-246

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

Alaska Business License # 1006029

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

FRONTIER ELECTRICAL SERVICES, LLC

PO BOX 3030, VALDEZ, AK 99686-3030

owned by

FRONTIER ELECTRICAL SERVICES, LLC

is licensed by the department to conduct business for the period

January 3, 2024 to December 31, 2025
for the following line(s) of business:

23 - Construction



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

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

Julie Sande
Commissioner



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

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

LICENSE DETAILS

This serves as primary source verification* of the license.

License #: CONS39536

Program: Construction Contractors

Type: Specialty Contractor

Status: Active

DBA: FRONTIER ELECTRICAL SERVICES, LLC

Issue Date: 05/14/2014

Effective Date: 01/11/2022

Expiration Date: 09/30/2024

Mailing Address: VALDEZ, AK, UNITED STATES

Public Note: 5/26/21 - Cease & Desist All Construction Order issued for no bonding.
C&D lifted with new bond 6/21/21.

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

Owners

Owner Name	Entity Number
FRONTIER ELECTRICAL SERVICES, LLC	10020557

Relationships

Title	License/Entity		License Status	Expiration Date
	#	Name		
Electrical Administrator Assignee	EADE1598	RYAN AMBACHER	Active	12/31/2023

Designations

Type	Group
Electrical	Specialties

Agreements & Actions

No Agreements Or Actions

1/3/2024 4:38:06 PM (Alaskan Standard Time)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/17/2024

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

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

PRODUCER Seward Insurance Agency PO Box 2103 Seward, AK 99664	CONTACT NAME: Erick C Amberg PHONE (A/C No. Ext): 907-224-7370 FAX (A/C No.): 907-224-7330 E-MAIL ADDRESS: commercial@sewardinsuranceagency.com														
INSURED Frontier Electrical Services LLC DBA Frontier Electrical Services PO Box 3030 Valdez, AK 99686	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Umialik Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Umialik Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	CPP 1178454	12/29/2023	12/29/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CPP 1178388	12/29/2023	12/29/2024	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	BODILY INJURY (Per person) \$						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per accident) \$
	PROPERTY DAMAGE (Per accident) \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCV 1024184	12/29/2023	12/29/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Electrical Contractor

CERTIFICATE HOLDER
CANCELLATION

City of Valdez PO Box 307 Valdez, AK 99686	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Agreement for Services
Project: 2025 Emergency Generator
Annual Inspections
Contract No. 2294
Cost Code: 001-4200-43400



Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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

II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Payments:

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

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

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

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

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

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

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

V. Changes:

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

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

VI. Audits and Records:

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

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

VII. Inspections:

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

VIII. Termination or Suspension:

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

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

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

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IX. Officials Not to Benefit:

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

X. Independent Contractor:

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

XI. Ownership of Work Products:

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

XII. Subcontractors, Successors and Assigns:

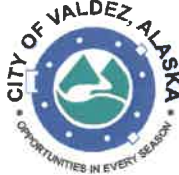
The City must concur in the selection of all Subcontractors for services to be engaged in performance of this Agreement.

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

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

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

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

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

XIII. Claims and Disputes:

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

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

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract

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Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the

- Contractor at any time for additional information that the Contractor may possess to support the claims(s). The Contractor agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Contractor will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Contractor delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Contractor intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XIV. Extent of Agreement:

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

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

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

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

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

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

XV. Governing Laws:

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

XVI. Minimum Wages:

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

See attached links for reference:

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

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

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

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

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

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

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

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



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 26-0330, **Version:** 1

ITEM TITLE:

City Manager Written Report

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

The attached written report will be accompanied by a verbal report and additional details as necessary.

Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
 - Met with UAA & PWSC to outline program for Valdez for apprenticeships and/or credentialing
 - There may be scholarships available for continuing education students looking to get into early childhood education.
 - Will meet with College, Schools & providers to see
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
 - Housing Subcommittee meet 8/3, full Council work sessions 8/4 & 8/19 to work on tax exemptions code sections
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]

Legislative Interactions

- Coordinating meetings with USCG
- Coast Guard Foundation Dinner 8/11

Operations & Initiatives

- Providence Community Health Needs Assessment survey can be taken online [here](#)
- Budget process heavily underway internally, coordinating with external requestors.

Personnel

- Employee appreciation event this week.
- Changes underway for 401/457 plans to reduce fees and improved investment options for employees.
- Filling various longtime vacancies and interviewing for other current vacancies.
- Working on draft language for FD contract in advance of negotiations.

Projects

- Alaska Scrap on site to process scrap metals
- Meals ave adding resources to accelerate the schedule.

Out of Office

CM out of office 8/7 to 8/12