



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and NORTH PACIFIC FUEL ("Contractor") is effective on the 22nd day of May, 2019.

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

**Project: Fuel Supply Delivery
Contract No.: 1497**

Contractor's project manager under this agreement is Jonathan Anderson.

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

City's project manager is Nathan Duval.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the respective OPIS base price and corresponding mark-up provided with the attached Bid Documents, which are incorporated herein by reference. Payment will be made 30 days after receipt of invoices, in accordance with Appendix B.

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 May 31, 2021. Option years added to the contract will be acknowledged via amendment to the original contract.



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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000

ARTICLE 6. Appendices

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

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

ARTICLE 7. Supply Guarantee

7.1 If Contractor is unable to supply the quantities or type of product required as set forth in this Agreement, all costs incurred by the City in procuring the required amount of product(s) from an alternate source, which exceeds the costs set forth in this Agreement, shall be borne by Supplier.

7.2 Any damage to equipment or vehicles due to supplying fuel that does not meet the City's specifications as stated in this Agreement shall be remedied by Supplier to the complete satisfaction of the City.

ARTICLE 8. Notification of Spill

8.1 Contractor shall notify the Building Maintenance Manager at 907-202-0682 immediately should any product specified under this Agreement be discharged into the air, water, or ground in the course of delivery to the City. The Contractor shall also follow all required regulatory spill reporting requirements.



ARTICLE 9. Notification of Access Issues

9.1 Contractor shall notify the Building Maintenance Manager at 907-202-0682 should the Contractor have issues accessing the point of delivery for any City asset.

ARTICLE 10. Compliance with Regulations

10.1 Contractor shall comply with 40 CFR 112 and all other federal, state, and local regulations regarding the transportation, transfer, and discharge of all products specified in this Agreement.

Agreement for Services
Project: Fuel Supply Delivery
Contract No. 1497



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 PACIFIC FUEL

BY: Angie Speygt

DATE: 5-22-2019

TITLE: VP/General Counsel

FEDERAL ID #: 92-0103818

3100 C Street Suite 802

Mailing Address

Anchorage, AK 99503

City, State, Zip Code

Angie Speygt
Signature of Company Secretary or Attest

Date: 5-22-2019

CITY OF VALDEZ, ALASKA

APPROVED:

Jeremy O'Neil
Jeremy O'Neil, Mayor

Roxanne Murphy
Roxanne Murphy, Interim City Manager

Date: 5/29/19

ATTEST:

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

Date: 5/29/19

RECOMMENDED:

Nathan Duval
Nathan Duval, Capital Facilities Director

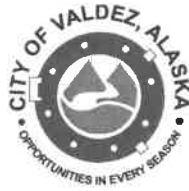
Date: 5-28-19

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland
Jon S. Wakeland

Date: 4.12.19



Appendix A

Scope of Work

BASIC SERVICES

Supply the City's heating fuel, diesel engine fuel and propane supplies for a (2) two year period from June 1, 2019, to May 31, 2021, with an option for additional three (1) one year extensions by the City. The Contractor shall adhere to the tank frequency list and be prepared to respond to supply fuel in the event a location is in need outside the typical cycle.

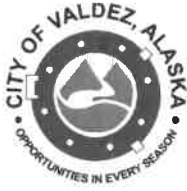
The scope of work is more specifically described in the attached "Tank List and Frequencies" that is incorporated herein by reference.

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 fees per the attached quote dated May 10, 2019, and may not be changed without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



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 does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.



The City may, at its election, or in response to a request from the 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.



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 which 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.



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) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the 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.



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 which have preexisting copyrights, are the property of the City. Payments to the Contractor for services hereunder includes 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.



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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the 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



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.



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

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

XV. Governing Laws:

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

XVI. Minimum Wages:

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

See attached links for reference:

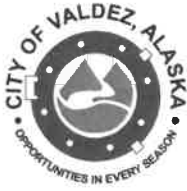
<http://labor.state.ak.us/lss/pamp600.htm>

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

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

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

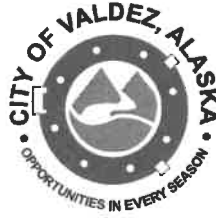
Agreement for Services
Project: Fuel Supply Delivery
Contract No. 1497



(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

**REQUEST FOR QUOTES
FUEL SUPPLY CONTRACT**

GENERAL

The City of Valdez is seeking quotes from fuel dealers to supply the City's heating fuel, diesel engine fuel and propane supplies for a (2) two year period from June 1, 2019, to May 31, 2021, with an option for additional three (1) year extensions by the City. Products must meet the specifications and requirements described in this RFQ. Quotes must be submitted on the attached form and must specify price for each item. Proposers may quote on individual items in the RFQ, and the City reserves the right to award separate contracts on individual items if the City determines it is in its best interest to do so.

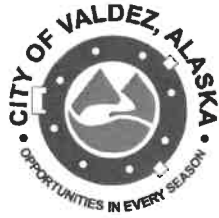
SUBMITTAL

Questions regarding this RFQ should be directed to Nathan Duval Capital Facilities Director at 907-835-5478 or nduval@valdezak.gov.

Quotes must be submitted on the attached form and received at the following location/address no later than 10:00 am local time on Friday May 10, 2019.

Capital Facilities Office
300 Airport Road, Suite 201
P.O. Box 307
Valdez, AK 99686

Quotes must be submitted in a sealed envelope clearly labeled "Fuel Supply Contract Quote".



PRICING

Quotes shall be provided on the attached quote form for each of the following items defining the amount above OPIS that will be charged from your company. The Differential is to be entered.

For **Heating Fuel #1** (Item 1), proposers must submit the differential price based on the OPIS Anchorage Average Wholesale price for High Sulfur Diesel Fuel #1 from the week ending the previous Sunday, published the previous weeks Thursday's (*OPIS Base Price*). The price paid for fuel by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *OPIS Base Price* for High Sulfur Diesel Fuel #1 and the OPIS Anchorage Average Wholesale price for High Sulfur Diesel Fuel #1 two weeks prior to the date of delivery to the City.

For **Ultra Low Sulfur Diesel Fuel #1** (Item 2), proposers must submit the differential price based on the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #1 from the week ending the previous Sunday, published the previous week Thursday's (*OPIS Base Price*). The price paid for fuel by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *OPIS Base Price* for Ultra Low Sulfur Diesel Fuel #1 and the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #1 two weeks prior to the date of delivery to the City.

For **Ultra Low Sulfur Diesel Fuel #2** (Item 3), proposers must submit the differential price based on the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #2 from the week ending the previous Sunday, published the previous week Thursday's (*OPIS Base Price*). The price paid for fuel by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *OPIS Base Price* for Ultra Low Sulfur Diesel Fuel #2 and the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #1 two weeks prior to the date of delivery to the City.

For **Propane** (Item 4), proposers must submit the differential price based on their Suppliers Delivered Price for propane to proposers tanks the previous week (*OPIS Edmonton Price Index*). The price paid for propane by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *Suppliers Base Price* for propane and the Suppliers Delivered Price for propane two weeks prior to the date of delivery to the City.

Upon Contract award, the supplier shall provide the City weekly documentation for the price charged for Items 1 through 4, showing how the current price for products is calculated from the appropriate reference price and including OPIS or Supplier postings as back up.



PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM 1: Heating Fuel #1

Heating Oil shall be grade #1 and meet the commercial grade and quality standards for #1 heating oil properly treated for local climate conditions. Heating oil must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis. There will be a \$500.00 back charge for each occurrence where tanks on a “keep full” basis that run dry.

ITEM 2 Ultra Low Diesel Fuel #1

Fuel shall be Ultra Low Sulfur Diesel Fuel #1 and meet the ASTM Industry Standards for Ultra Low Sulfur Diesel Fuel #1 with a sulfur content of 15 ppm or less. Fuel must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis.

ITEM 3 Ultra Low Diesel Fuel #2

Fuel shall be Ultra Low Sulfur Diesel Fuel #1 and meet the ASTM Industry Standards for Ultra Low Sulfur Diesel Fuel #2 with a sulfur content of 15 ppm or less. Fuel must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis.

ITEM 4: Propane

Propane shall meet the commercial grade and quality standards for propane properly treated for local climate conditions. Propane must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis.

CONTRACT

A contract is expected to be executed within ten days following the RFQ notice of award. Before award, the Supplier will be required to furnish the City with:

1. Certificates of Insurance
2. Copy of the Supplier's SPPC Plan
3. Business License



P.O. Box 907
Valdez, AK 99686
(907) 835-8850 tel • (907) 835-4983 fax

May 10, 2019

**Nathan Duval
Capital Facilities Director
Capital Facilities Office
300 Airport Road, Suite 201
Valdez, AK 99686**

RE: Bid Contract #1497

Dear Nathan,

North Pacific Fuel is pleased to offer the enclosed pricing in reference to your Request for Quotes for the City of Valdez Fuel Supply Contract.

Please find enclosed the requested Bid Form with our Differentials listed as well as a total price. The listed fuel prices are referencing the OPIS Anchorage prices for each product and the propane price references the OPIS Edmonton price, all of them as of the May 2, 2019 posting.

Thank you for this opportunity to continue to offer our services and we look forward to hearing back from you soon.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jonathan F. Anderson'. The signature is fluid and cursive, with a large initial 'J' and 'A'.

**Jonathan F. Anderson
North Pacific Fuel
Terminal Manager**



Fuel Quotes
Fuel Supply Contract
Contract Number: 1497

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Yearly Usage</u>	<u>Unit</u>	<u>Differential Price</u>
1	Heating Fuel #1	115-150,000	Gal	0
2	MV ULSD #1	35-80,000	Gal	0
3	MV ULSD #2	5-15,000	Gal	0
4	Propane	8-10,000	Gal	2.00

Total
2.495
2.5225
2.5071
2.338

Contractor: Retro Star / North Pacific Fuel

By: Jonathan Anderson

Title: Terminal Manager

Signature: Jonathan Anderson

Date: 5/10/19



**City of Valdez
Non-Collusion Affidavit**

**Project: Fuel Supply Contract
Contract Number: 1497**

(to be executed prior to award)

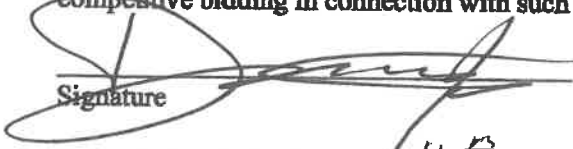
UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

I, DONALD J. CASTLE of PETRO STAR INC. being duly sworn, do depose and state:

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

**Fuel Supply Delivery
Contract Number: 1497**

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

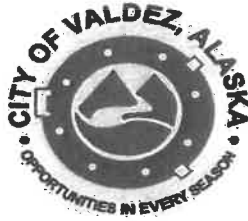
Signature 

Subscribed and sworn to this 16th day of May, 2019.

Venessa Richwine
Notary Public

VENESSA RICHWINE
Notary Public
State of Alaska
My Commission Expires Nov 27, 2021

My Commission Expires: Nov 27, 2021



**CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #204**

This is to certify that

North Pacific Fuel

NAME OF BUSINESS

Petro Star Inc

OWNER

**3900 C Street Ste 802
Anchorage AK 99503**

ADDRESS

is a registered business in compliance with Section 5.04 of the Valdez City Code.

Business Registrar
City of Valdez, Alaska

12/31/2019

Expiration Date

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.

Alaska Business License #

718040

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

NORTH PACIFIC FUEL

3900 C ST STE 802 ANCHORAGE AK 99503

owned by

PETRO STAR INC.

is licensed by the department to conduct business for the period

October 02, 2018 through December 31, 2020
for the following line of business:

42 - Trade

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

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

Mike Navarre



EMPLOYERS' CERTIFICATE OF SELF INSURANCE

THE ALASKA WORKERS' COMPENSATION BOARD

Has issued this certificate of self-insurance to

ARCTIC SLOPE REGIONAL CORPORATION and Subsidiaries
3900 C Street, Suite 201
ANCHORAGE, AK 99503

Certificate effective from **June 1, 2018** through **June 1, 2019**

ALASKA WORKERS' COMPENSATION BOARD



Designated Chairman
Marie Y. Marx

Handwritten signature of Marie Y. Marx.

Member
Bradley S. Austin

Handwritten signature of Bradley S. Austin.

Member
Charles Collins, Jr.

Handwritten signature of Charles Collins, Jr.

TO THE EMPLOYEES OF THE ABOVE:

Your employer is authorized to directly pay benefits for job-connected injuries, illnesses, or death as provided by the Alaska Workers' Compensation Act.

Immediately (not later than 30 days from injury or fatality) give your employer and the Alaska Workers' Compensation Board written notice of a job related injury, illness or death. Get the "Report of Occupational Injury or Illness" form from your employer for this purpose.

If you have questions about an injury or claim, contact the employer's claims adjuster
Arctic Slope Regional Corporation, 3900 C St. Ste. 201, Anchorage, AK 99503, or call (907) 339-6814.

If you have questions about your rights or benefits under the Alaska Workers' Compensation Act, contact the Alaska Workers' Compensation Board at the nearest office listed below:

ANCHORAGE
3301 Eagle St., Ste. 304
Anchorage, Alaska 99503
(907) 269-4980

FAIRBANKS
675 Seventh Ave., Sta. K
Fairbanks, Alaska 99701-4593
(907) 451-2889

JUNEAU
1111 W. 8th St., Rm. 305
Juneau, Alaska 99811-5512
(907) 465-2790

NOTICE TO EMPLOYER: AS 23.30.060 REQUIRES THAT YOU POST THIS NOTICE IN THREE PLACES ON THE EMPLOYER'S PREMISES.

City of Valdez Fuel Tanks

***Senior Center (SC), Hospital (H), and Schools (S) are billed to those entities**

Tank Number	Name	Location	Gallons	Keep Full (KF)/ As Needed (AN) /
				Will Call (WC)
1	Fire Station #4	7111 Richardson Hwy (10 Mile), behind Fire Station	500	KF
2	Well House #3	429 W. Hanagita St, inside building	110	KF
3	Fire Station #3	124 River Dr, behind Fire Station	500	KF
5	VMF/City Shop	602 W. Egan Dr, fuel island	10,000	KF
6	Baler Facility	500 S. Sawmill Rd, behind Baler	2000	WC
7	Harbormaster	300 N. Harbor Dr, behind garage	500	KF
8	Harbormaster Oil Collection	300 N. Harbor Dr, across from office	50	AN
10	City Hall/PD/Fire Station #1	220 Pioneer Dr.	2,000	KF
11	City Hall Council Chambers	212 Chenega Ave, behind building	5,000	KF
12	Recreation Center	414 Hanagita St, next to driveway	1,000	KF
14	Animal Shelter	276 E. Egan Dr, behind building	500	KF
17	Library & Museum	212 Fairbanks St, between Library & Museum	1,500	KF
19	Civic Center	314 Clifton Dr, Underground, by loading dock	10,000	KF
20	Airport (Emergency Generator)	300 Airport Road, in building	300	AN
21	Port Scale House	1460 Container Terminal Rd, next to building	110	KF
22	Well House #5 (Loop Rd.)	1555 Mineral Creek Loop Rd, in building	110	KF
23	Airport	300 Airport Rd, north side of building	10,000	KF
24	Building Maintenance Shop	436 Ferry Terminal Way, inside Old BMS by man doo	300	KF
25	VMF Warehouse	602 W. Egan Dr.	500	KF
26	Well House #7 (Robe River)	311 Dylan Drive, inside flat-roofed building	500	KF
28	Baler Facility/Equip. Fuel	500 S. Sawmill Rd, flat-roofed building behind Baler	500	AN
30A	Sewer Lift #1	276 E. Egan Dr, in front of Animal Shelter	110	KF
30B	Sewer Lift #2	1635 Mineral Creek Loop Rd, behind building	500	KF
30C	Sewer Lift #3	1885 Mineral Creek Loop Rd	500	KF
30D	Sewer Lift #4	2020 Mineral Creek Loop Rd	500	KF
31	Well House #4	1104 W. Egan Dr.	500	KF
32	Museum Annex	436 Ferry Terminal Way, north end of building	2000	KF
34	Well House #1	347 Hanagita St.	110	AN
35	Well House #6	300 Atigun Dr, in front of building, north side	500	KF

36	10 Mile Draft Well Pump	7111 Richardson Hwy, inside connex across from FS4	110	KF
37	South Central Well House #6	300 Atigun Dr, inside building	110	AN
38	New Building Maintenance Shop	555 W. Egan Dr.	500	KF
40	VCT Equipment Fuel	1460 Container Terminal Rd, east of State building	500	KF
41	VCT Generator Building	1460 Container Terminal Rd	100	WC
42	Hospital Fuel Tank	911 Meals Avenue, north side of Maintenance Shop	10,000	KF
43	CUMMINS Generator Well #3	429 W. Hanagita St, next to football field	500	KF
44	CUMMINS Generator STP	800 Sawmill Rd, Sewer Treatment Plant	76	KF
45	New Boat Harbor	198 S. Harbor Dr, west side of shop	1,000	KF
SC-1	Senior Center Heating Fuel	1300 Meals Ave. N. Side of building	10,000	KF-SC
SC-2	Senior Center Emergency Generator	1300 Meals Ave. E. Side of building		KF-SC

Propane Tanks

P1	High School	319 Robe River Dr, East of Kitchen	500	KF-S
P2	Senior Center	1300 Meals Ave, North East corner of Building	250	KF-SC
P3&P4	Animal Shelter	276 E. Egan Dr, North East corner of building (X 2)	500	KF
P5	Hospital	911 Meals Ave, North side by loading dock	500	KF-H
P6	Old Parks & Rec	436 Ferry Terminal Way	500	KF
P7	Bailer Break Building	500 W. Sawmill Rd, South of Building	250	KF
P8	Gilson Middle School	357 Robe River Dr, UST, North side behind school	500	KF-S
P9	New Boat Harbor	198 S. Harbor Dr.	500	KF

Schools

1	High School	319 Robe River Dr.	15000	KF-S
5B	Elementary School	1009 W. Klutina St.	8000	KF-S
6A	Administration Building	112 W. Klutina St.	1000	KF-S
7	Bus Barn Storage Facility	613 W. Egan Dr, NE Corner of building	500	KF-S
8	Middle School	357 Robe River Dr.	5000	KF-S

My Commission Expires: November 23, 2022