



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, October 19, 2021

7:00 PM

Civic Center Conference Room

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Tsunami: Science and Effects](#)

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. [Approval To Go Into Executive Session Re: Alaska Trappers Settlement](#)

VI. NEW BUSINESS

1. [COVID-19 EMERGENCY UPDATE](#)
2. [Discussion Item: Tsunami - Education, Preparedness, and Decision Making](#)
3. [Approval of Providence Valdez Medical Center 2022 Budget](#)
4. [Approval of Contract Award to Gulf Coast, Inc. in the Amount of \\$58,900.00 for 2022 Janitorial Services](#)
5. [Approval of Contract Award to X-DLX Investments Corp in the Amount of \\$69,840.00 for 2022 Janitorial Services](#)
6. [Approval of Contract Award to Chugach Cleaning Company, LLC in the Amount of \\$140,400.00 for 2022 Janitorial Services](#)

7. [Approval of a Cooperative Agreement with the United States Geological Survey \(USGS\) for Annual Operations and Maintenance of a Stream Gage on the Lowe River and on the Valdez Glacier Stream](#)
8. [Approval of FY2022 Community Jail Contract with State of Alaska](#)

VII. ORDINANCES

1. [#21-11 - Amending Chapter 5.06 of the Valdez Municipal Code Titled Regulation of Marijuana. Second Reading. Adoption.](#)

VIII. REPORTS

1. [Report: Update on the BLM Draft East Alaska Resource Management Plan Amendment, EA and FONSI \(Thompson Pass Planning Process\)](#)
2. [City Manager's Report](#)

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

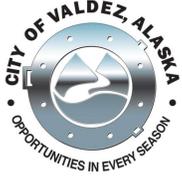
1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

X. COUNCIL BUSINESS FROM THE FLOOR

XI. EXECUTIVE SESSION

XII. RETURN FROM EXECUTIVE SESSION

XIII. ADJOURNMENT



Legislation Text

File #: 21-0494, **Version:** 1

ITEM TITLE:

Tsunami: Science and Effects

SUBMITTED BY: Bart Hinkle, Chief of Police

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Presentation with time allotted for Q & A specific to the presentation materials. Discussion on local preparations and decision making on the agenda of the regularly scheduled Council meeting.

SUMMARY STATEMENT:

Dr. Elena Suleimani holds a B.S. Degree in Radiophysics and Electronics from the Gorky State University, Russia, a M.S. degree in Physical Oceanography from the University of Alaska Fairbanks, and Ph.D. in Geophysics from the University of Alaska Fairbanks. She did research in the area of nonlinear dynamics of tsunami waves at the Institute of Applied Physics of the Russian Academy of Sciences (1986-1993), and later she studied numerical modeling of tsunami waves at the Institute of Marine Sciences at the University of Alaska Fairbanks (1993-1996).

Dr. Suleimani is currently at the Geophysical Institute in Fairbanks and is working on tsunami inundation mapping for Alaska coastal communities. Her key areas of tsunami expertise/interest are: Numerical modeling of tsunami waves generated by tectonic, volcanic and landslide sources.

Dr. Suleimani regularly conducts Tsunami education and outreach in Alaska coastal communities, including previous occasions in Valdez.

This trip, in addition to the presentation at the Council work session, Dr. Suleimani has committed to a presentation for the City of Valdez Incident Management Team, Gilson Middle School, Valdez High School, the United States Coast Guard, and local and key Valdez stakeholders.

Dr. Suleimani will spend time with Seed Media conducting a presentation, interviewing, and providing soundbites for a Tsunami Educational Video that will then be made available to the public, including

vignettes shown at locations such as the movie theater during previews.

The presentation for the Council Work Session is focused on the science and effects of a Tsunami. It is meant to further the understanding of how tsunamis are generated and how they can be accurately modeled and predicted, assisting the decision-making process of local communities.

During the discussion item on the regular Council Meeting agenda, City Administration will then comment on how the information provided by Dr. Suleimani assists and shapes decision making as it pertains to evacuation notifications, sheltering, and warning systems being activated.



Legislation Text

File #: 21-0495, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: Alaska Trappers Settlement

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

An executive session is requested to discuss Alaska Trappers litigation settlement agreement.



Legislation Text

File #: 21-0496, **Version:** 1

ITEM TITLE:

COVID-19 EMERGENCY UPDATE

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

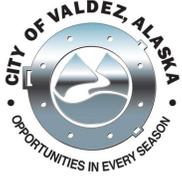
Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

Assistant City Manager Roxanne Murphy will provide update on COVID-19 EMERGENCY. Ms. Murphy will discuss future communications related to COVID -19 from public health officials to the community. Included in the update will be current case count and other health care capacity indicators. Public health officials will also provide updates.



Legislation Text

File #: 21-0497, **Version:** 1

ITEM TITLE:

Discussion Item: Tsunami - Education, Preparedness, and Decision Making

SUBMITTED BY: Bart Hinkle, Chief of Police

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Discussion item only.

SUMMARY STATEMENT:

Dr. Suleimani, a Tsunami modeler at the Geophysical Institute (Alaska Earthquake Center) at the University of Alaska, Fairbanks provided Council with a presentation titled *Tsunami: Science and Effects* at the 10.19 work session.

The presentation was intended to further Council's understanding of how Tsunamis are generated, how they can be accurately modeled and predicted, and how that information can assist the decision-making process of local communities.

This discussion is intended to take that knowledge and scientific certainties and discuss how the City of Valdez utilizes the information to make decisions pertaining to evacuation notifications, sheltering procedures, and activation of local warning systems.

City Administration and staff, including Emergency Manager Baczuk, will be present and prepared for the discussion.

Emergency Manager Baczuk will be the primary lead in the discussion and has a verbal report regarding the preparedness of Valdez, and the steps that are currently being taken - and yet to be taken- in order to enhance preparedness.



Legislation Text

File #: 21-0498, **Version:** 1

ITEM TITLE:

Approval of Providence Valdez Medical Center 2022 Budget

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$21.4MM

Unencumbered Balance: n/a

Funding Source: Operating Revenues

RECOMMENDATION:

Review and provide consensus approval and/or direction to Providence management

SUMMARY STATEMENT:

- This agenda item presents the proposed 2022 Providence Valdez budget. It is comprised of:
 - Medical Center: \$18.4MM
 - Counseling Center; \$1.2MM
 - Capital Equipment: \$1.8MM
- The management contract between Providence and the City stipulates that budgets will be presented annually by 9/30. This has been a “soft” deadline to facilitate budgeting processes for both entities, and to enable coordination around the City’s annual budget workshops.
- The 2022 budget includes no cash contributions from the City. Historically the City provides cash for operation of the counseling center. As Prov has historically operated at a profit, and has subsequently added to its fund balance, management proposes no such contribution from the City in 2022.
- Prov will continue to provide a cash-transfer for all requested capital projects, which are budgeted in February/March.
- Prov will also provide a cash transfer for the ongoing physicians’ assistance program, which is reflected in the City’s 2022 budget.
- CFO Lindsie King will join the meeting remotely to present the budget and to field questions.

PVMC 2022 Budget

Final Review

KEY STATISTICS:

	2019 Actual	2020 Actual	2021 Annual (June)	2021 Budget	2022 Budget	Change from 2021 Annual	Change from 2021 Budget
FTE	97	102	100	104	105	+6 +6%	+2 +1.92%
LTC Patient Days	2982	3085	3594	3001	3340	-254 LTC Days -7.01%	+339 LTC Day +11.30%
Patient Days	871	456	844	748	815	-29 Days -3.43%	+67 Days +8.96%
ER Visits	1612	1136	1178	1445	1384	+206 ER Visit +17.49%	-61 ER Visit -4.22%
Counseling Visits	2681	2826	2570	3554	2950	+380 Visits +14.79%	-604 Visits -16.99%

PVMC 2022 Budget Summary	2020	2021 Annualized	2022 Budget
Gross Revenue	\$ 19,767,132	\$ 22,695,229	\$ 24,077,562
Deductions	\$ 2,471,592	\$ 4,179,742	\$ 3,722,899
Bad Debt	\$ 412,547	\$ (226,790)	\$ 521,876
Net Patient Revenue	16,882,993	18,742,277	19,832,787
Patient Charge Ratio	85.4%	82.6%	82.4%
Other Operating Revenue	\$ 169,543	\$ 157,723	\$ 173,515
Total Operating Revenue	\$ 17,052,536	\$ 18,900,000	\$ 20,006,302
Salaries and Benefits	\$ 10,889,055	\$ 11,584,639	\$ 12,180,381
Pro Fees	\$ 1,135,598	\$ 1,104,686	\$ 1,068,992
Pharmacy	\$ 925,823	\$ 799,851	\$ 823,346
Non Medical Supplies	\$ 279,296	\$ 427,873	\$ 427,873
Medical Supplies	\$ 369,571	\$ 374,904	\$ 393,049
Purchased Services	\$ 2,395,489	\$ 2,486,695	\$ 2,512,021
Other Expenses	\$ 654,669	\$ 616,065	\$ 1,031,283
Operating Expense	\$ 16,649,501	\$ 17,394,712	\$ 18,436,945
Margin	\$ 403,035	\$ 1,505,288	\$ 1,569,357
Margin %	2.4%	8.0%	7.8%

PVCC 2022 Budget Summary	2020	2021 Annualized	2022 Budget
Gross Revenue	\$ 580,253	\$ 685,978	\$ 804,570
Deductions	\$ 280,671	\$ 360,025	\$ 391,221
Net Patient Revenue	299,582	325,953	413,349
Patient Charge Ratio	51.6%	47.5%	51.4%
Other Operating Revenue	\$ 502,871	\$ 603,189	\$ 577,703
Total Operating Revenue	\$ 802,453	\$ 929,143	\$ 991,052
Salaries and Benefits	\$ 857,203	\$ 921,072	\$ 1,022,472
Pro Fees	\$ 2,140	\$ 795	\$ -
Supplies	\$ 8,152	\$ 15,952	\$ 15,231
Purchased Services	\$ 54,719	\$ 96,269	\$ 99,027
Other Expenses	\$ 123,626	\$ 56,019	\$ 41,388
Operating Expense	\$ 1,045,840	\$ 1,090,106	\$ 1,178,118
Margin	\$ (243,387)	\$ (160,964)	\$ (187,066)
Margin %	-30.3%	-17.3%	-18.9%

CAPITAL REQUEST:

Item	Budget
A Laboratory Incubator	\$ 10,000
A Pharmacy hood	15,000
A Laboratory Refrigerator	20,000
A Fiberoptic Endoscope Evaluation of Swallowing	40,000
A Bio Safety Cabinet	125,000
A Cat Scanner*	1,000,000
A Bladder Scanner	17,000
A Philips monitors system upgrade	50,000
A Wireless door locking system	75,000
Point of Care (POC) ultrasound	10,000
Bobcat/toolcat	75,000
Boiler piping upgrade	75,000
Washer/Disinfector machine	102,000
Sterilizers (2)	105,000
Bed Replacement - Lifecycle replacement	50,000
	<hr/>
	\$ 1,769,000



Legislation Text

File #: 21-0499, **Version:** 1

ITEM TITLE:

Approval of Contract Award to Gulf Coast, Inc. in the Amount of \$58,900.00 for 2022 Janitorial Services

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$58,900.00

Unencumbered Balance: N/A

Funding Source: 001-4200-44230

RECOMMENDATION:

Approve the contract award with Gulf Coast, Inc. in the Amount of \$58,900.00 for 2022 Janitorial Services.

SUMMARY STATEMENT:

The janitorial contract renewal received bids from three contractors. All contractors currently hold contracts with the City. Gulf Coast, Inc. was awarded the Mary Kevin Gilson Medical Clinic. The total cost of the 2022 Service Agreement with Gulf Coast, Inc. is \$58,900.00. This general Service Agreement will also serve as a basis of compensation for additional services as necessary.

This service agreement is to be approved by Council to meet the City procurement requirements because the contract value will exceed \$100,000 over the life of the contract term.

Additionally, various scopes of the initial bid will be rebid following scope changes in order to fit within the proposed 2022 budget. The successful bidder on the rebid scopes will receive an amendment to their contract if currently under an approved agreement.

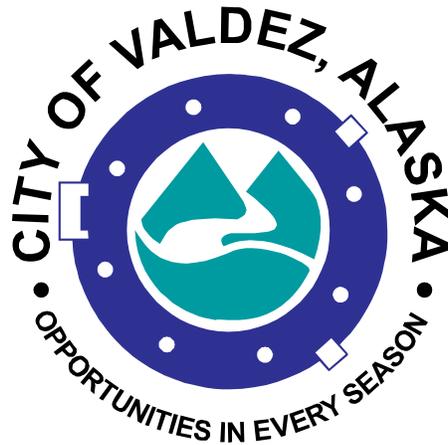
Summary of Proposals Received				Project: 2022 Janitorial Services									
Bid Opening				Contract No. TBD									
Date:	September 22, 2021 @ 2:00 PM												
Place:	Building Maintenance Shop Conference Room			Chugach Cleaning Company, LLC		Gulf Coast, Inc. dba Clean Alaska		X-DLX Investment, Inc		Engineers Estimate			
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Old Fire Station Offices	12	Mo	N/A	\$39,600.00	N/A	\$49,900.00	N/A	\$0.00		\$44,990.00		
2	Police Department	12	Mo	N/A	\$14,400.00	N/A	\$15,700.00	N/A	\$0.00		\$10,010.00		
3	Fire Station #1	12	Mo	N/A	\$18,000.00	N/A	\$26,500.00	N/A	\$23,700.00		\$22,000.00		
4	Council Chambers	12	Mo	N/A	\$7,800.00	N/A	\$14,500.00	N/A	\$0.00		\$7,810.00		
5	Animal Shelter	12	Mo	N/A	\$0.00	N/A	\$15,200.00	N/A	\$12,660.00		\$8,580.00		
6	Harbormaster Building and Facilities	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$34,920.00		\$55,000.00		
7	B-Float Comfort Station and New Harbor Comfort Station	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$27,960.00		\$0.00		
8	The New Harbor Warehouse and Facilities	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$47,940.00		\$0.00		
9	Library	12	Mo	N/A	\$21,600.00	N/A	\$0.00	N/A	\$24,840.00		\$18,040.00		
10	Recreation Center	12	Mo	N/A	\$21,600.00	N/A	\$39,200.00	N/A	\$34,860.00		\$31,526.00		
11	Pool	12	Mo	N/A	\$0.00	N/A	\$45,800.00	N/A	\$0.00		\$27,500.00		
12	Vehicle Maintenance Facility	12	Mo	N/A	\$6,600.00	N/A	\$10,200.00	N/A	\$13,680.00		\$6,820.00		
13	Building Maintenance Facility	12	Mo	N/A	\$5,400.00	N/A	\$14,900.00	N/A	\$11,940.00		\$7,590.00		
14	Baler Break Room and Baler Bathroom	12	Mo	N/A	\$5,400.00	N/A	\$8,200.00	N/A	\$0.00		\$6,270.00		
15	Airport Terminal	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$47,160.00		\$41,580.00		
16	Capital Facilities, Finance, and Port Offices at Airport	12	Mo	N/A	\$7,800.00	N/A	\$0.00	N/A	\$10,020.00		\$15,538.60		
17	Seasonal Comfort Stations (5)	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$34,980.00		\$13,750.00		
18	Seasonal Outhouses	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$17,940.00		\$6,380.00		
19	Goldfields Restrooms	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$7,200.00		\$5,280.00		
20	Mary Kevin Gilson Medical Clinic	12	Mo	N/A	\$48,000.00	N/A	\$58,900.00	N/A	\$0.00		\$54,450.00		
	Standard labor charge per hour charge				\$75.00/HOUR		\$38.50/HOUR		\$68.00/HOUR				
	Call-out, overtime, and holiday per hour charge				\$115.00/HOUR		\$65.00/HOUR		\$98.00/HOUR				
	(#) Addendum(s) Acknowledged				x		x		x				
	Bid Bond				x		x		x				
	Alaska Business License				x		x		x				
	Total Base Bid				\$196,200.00		\$299,000.00		\$349,800.00				
	Local bidder preference 10%												
	Total Adjusted Bid				\$140,400.00		\$58,900.00		\$69,840.00		\$383,114.60		
	The bid totals are subject to correction after the bids have been completely reviewed.												
	Totals have been reviewed												
	Totals have been corrected												
	I hereby certify that the above is a true and correct summary of proposals received.												

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: 2022 Janitorial Services
Contract Number: BM-049
Cost Code: 001-4200-44230

Date: August 31, 2021



City of Valdez
Building Maintenance
555 West Egan
P.O. Box 307
Valdez, Alaska 99686

Project Manager/Contract Administrator:
Stanley Porritt, Facilities Maintenance Manager

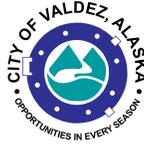


**City of Valdez
Contract Documents**

**Project: 2022 Janitorial Services
Contract Number: BM-049**

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**City of Valdez
Invitation to Bid**

August 31, 2021:

**Project: 2022 Janitorial Services
Contract Number: BM-049**

This project includes, but is not necessarily limited to:

Contract shall include providing all labor, materials, tools, equipment, transportation and supervision necessary to perform:

All Janitorial Services listed within the Building Frequencies, Standards & Specifications and Bid Schedule found in this contract.

The contractor needs to be aware that the separate bid items will be awarded in a manner most advantageous to the City of Valdez. This contract is renewable at the option of the city for two additional one-year terms.

The form of agreement for this contract will be a blanket Service Agreement and the City will issue purchase orders for the scopes of work assigned to the contractor and any additional service will be encumbered with additional purchase orders.

Sealed bids will be accepted until 2:00pm local time on September 22, 2021, at the office of the Facilities Maintenance Manger, 555 West Egan, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A mandatory pre-bid conference will be held at the Building Maintenance Shop Conference Room, 555 West Egan, Valdez, Alaska on September 14, 2021 at 10:00 am. A site visit to each of the facilities will follow.

Bid documents may be downloaded from the City of Valdez website at www.valdezak.gov; documents are located under “Bids” on the left hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

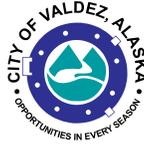
The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.



Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez “Standard Specifications, Division 10 ‘Standard General Provisions’”, as modified and included in this procurement, applies to the project.



**City of Valdez
Instructions to Bidders**

**Project: 2022 Janitorial Services
Contract Number: BM-049**

CAUTION:

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

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



3. Site Conditions

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

4. Addenda Requirements

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

5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ
2022 JANITORIAL SERVICES
CONTRACT NO. BM-049

FACILITIES MAINTENANCE MANGER
CITY OF VALDEZ
555 WEST EGAN
P.O. BOX 307
VALDEZ, AK 99686

DATE OF BID OPENING: SEPTEMBER 22, 2021

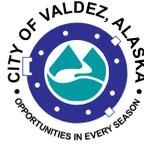
6. Preparation of Bids

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

The Bid Form will provide for quotation or price for all items. Bidders are not obligated to bid on all items. Mandatory bid items are identified on the bid schedule. Alternative bids will not be acceptable unless requested.

Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.

Facsimile number to use is (907) 835-5410.



7. Required Documents for Bid

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

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current Alaska Business License, Type 561720
- E. Copy of current City of Valdez Business Registration

8. Required Documents for Award of the Contract

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

- A. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- B. Certificate of good standing for a Corporation or LLC
- C. Non-collusion Affidavit
- D. Agreement (2 signed copies)
- E. City of Valdez Business Registration
- F. Executed W-9 Form

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.



10. Bidder Qualifications

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

11. Withdrawal of Bids

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

12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

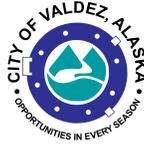
The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

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

Section 2.80.020 Definitions

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



1. If the bidder is a corporation or limited liability company, the bidder's primary business address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder's primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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

16. Award of Bid

The bid, if awarded, will be awarded based on past performance, ability to perform service based on supplied narrative, letters of reference, and cost, as determined by the terms of the Valdez Municipal Code and these documents.

17. Pre-Bid Conference

Refer to Invitation to Bid for information regarding the pre-bid conference.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Project Manager, the Contract Administrator, and the apparent low bidder(s).



**City of Valdez
Addendum Acknowledgement**

**Project: 2022 Janitorial Services
Contract Number: 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> 9-15-2021 </u>	Initials	<u> C.K. </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>
Addendum Number	<u> </u>	Dated	<u> </u>	Initials	<u> </u>

Gulf Coast Inc. dba Clean Alaska
Company Name

Claudia Kipar
Authorizing Name

9-21-2021
Date

Owner
Title

[Signature]
Signature



**City of Valdez
Bid Schedule
Page 1 of 3**

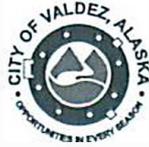
**2022 Janitorial Services Contract
Contract Number: TBD**

Item No.	Item Description	Quantity	Unit	Total Price for Item
1.	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Old Fire Station Offices	12	Mo 4 1 5 8. 3 3 3	49900,-
2.	Police Department	12	Mo 1308. 33333	15700,-
3.	Fire Station #1	12	Mo 2208. 33333	26500,-
4.	Council Chambers	12	Mo 1208. 33333	14500,-
5.	Animal Shelter	12	Mo 1266. 66667	15200,-
6.	Harbormaster Building and Facilities	12	Mo X	N/A
7.	B-Float Comfort Station and New Harbor Comfort Station	12	Mo X	N/A
8.	The New Harbor Warehouse and Facilities	12	Mo X	N/A
9.	Library	12	Mo X	N/A
10.	Recreation Center	12	Mo 3266. 66667	39200,-



**City of Valdez
Bid Schedule
Page 2 of 3**

11.	Pool	12	Mo 3816. 66667	45800,-
12.	Vehicle Maintenance Facility	12	Mo 850,-	10200,-
13.	Building Maintenance Facility	12	Mo 1241. 66667	14900,-
14.	Baler Break Room and Baler Bathroom	12	Mo 683. 333333	8200,-
15.	Airport Terminal	12	Mo X	N/A
16.	Capital Facilities, Finance, and Port Offices at Airport	12	Mo X	N/A
17.	Seasonal Comfort Stations (5)	12	Mo X	N/A
18.	Seasonal Outhouses	12	Mo X	N/A
19.	Goldfields Restrooms	12	Mo X	N/A
20.	Mary Kevin Gilson Medical Clinic	12	Mo 4908. 33333	58900,-
	Total Base Bid (Items 1-20 only)	12	Mo	299000,-
	Standard labor rate (straight time) charge per hour This line item is required (Do NOT add this amount in the total bid amount)		Hour /	38.50
	Call-out, overtime, and holiday charge per hour This line item is required (Do NOT add this amount in the total bid amount)		Hour /	65.00



City of Valdez
Bid Schedule
Page 3 of 3

Project: 2022 Janitorial Services
Contract Number: TBD

Total Base Bid Amount:

Two hundred ninety nine thousand \$ Dollars 10/100 Cents
(\$ 299 000.00)

I, Claudia Kipar, hereinafter called Bidder, an individual doing business as Gulf Coast Inc. dba Clean Alaska, (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 21 day of September, 2021

BIDDER:

Gulf Coast Inc. dba Clean Alaska

Company Name

Claudia Kipar

Authorizing Name

Po-Box : 761

Address

Owner

Title

Valdez AK 99686

City, State, Zip Code

M. K

Signature

907-831-0620

Telephone Number

claudia.k@live.com

Email Address

574-39-1363

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

CORPORATE SEAL.

ATTEST:

Signature of Corporate Sec.

Print Name

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

CLEAN ALASKA

PO BOX 761, VALDEZ, AK 99686-0850

owned by

GULF COAST, INC

is licensed by the department to conduct business for the period

February 26, 2021 to December 31, 2022
for the following line(s) of business:

56 - Administrative, Support, Waste Management and Remediation Services



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 Anderson
Commissioner

BUSINESS REGISTRATION

ID NO 20-000508



ISSUED TO

Clean Alaska
Claudia Kipar
Aleutian Village #0
Valdez, AK 99686

ISSUED BY

City of Valdez
Planning Department
212 Chenega Avenue
Valdez, AK 99686

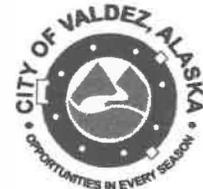
BUSINESS REGISTRATION

ISSUED TO

Clean Alaska
Claudia Kipar
Aleutian Village #0
Valdez, AK 99686

ISSUED BY

City of Valdez
Planning Department
212 Chenega Avenue
Valdez, AK 99686



ISSUED ON: 03/04/2021
VALID FROM: 03/04/2021
EXPIRES: 12/31/2021
ID NO: 20-000508

Kate Huler
Approved By

This license is Non-Transferable

This license issued in compliance with City of Valdez, AK and subject to the provisions thereof.

CITY OF VALDEZ, AK



CLEAN ALASKA

CLAUDIA KIPAR
ALEUTIAN VILLAGE #0
VALDEZ, AK 99686

BUSINESS REGISTRATION

ID NO: 20-000508
EXPIRES: 12/31/2021

This license is Non-Transferable

This license issued in compliance with the City of Valdez, AK and subject to the provisions thereof.



Coverage Is Provided In:
American Fire and Casualty Company

Policy Number:
BLA (21) 54 63 04 40
Policy Period:
From 11/01/2020 To 11/01/2021
12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability
Declarations
Basis: Occurrence

Named Insured	Agent
GULF COAST, INC. DBA CLEAN ALASKA	(206) 838-9077 DML INSURANCE SERVICES INC

SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	892.00
	Certified Acts of Terrorism Coverage	4.00

Total Advance Charges: \$896.00
Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467



Coverage Is Provided In:
American Fire and Casualty Company

Policy Number:
BLA (21) 54 63 04 40
Policy Period:
From 11/01/2020 To 11/01/2021
12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability
Declarations Schedule

Named Insured	Agent
GULF COAST, INC. DBA CLEAN ALASKA	(206) 838-9077 DML INSURANCE SERVICES INC

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0001 316 Galena Dr, Valdez, AK 99686
Insured: GULF COAST, INC. DBA CLEAN ALASKA

CLASSIFICATION - 96816
Janitorial Services
Products-Completed Operations Are Subject To The General
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	36,400 Dollars Of Payroll	7.636	\$278.00
<i>Total:</i>			<i>Included</i>

CLASSIFICATION - 96816
Janitorial Services
Products-Completed Operations Are Subject To The General
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	80,428 Dollars Of Payroll	7.636	\$614.00
<i>Total:</i>			<i>Included</i>

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION	PREMIUM
----------------------	---------

To report a claim, call your Agent or 1-844-325-2467



Coverage Is Provided In:
American Fire and Casualty Company

Policy Number:
BLA (21) 54 63 04 40
Policy Period:
From 11/01/2020 To 11/01/2021
12:01 am Standard Time
at Insured Mailing Location

**Commercial General Liability
Declarations Schedule**

Named Insured

Agent

GULF COAST, INC. DBA CLEAN ALASKA

(206) 838-9077
DML INSURANCE SERVICES INC

SUMMARY OF OTHER COVERAGE - continued

COVERAGE DESCRIPTION	PREMIUM
CG8872 - Off Premises Property Damage Care, Custody or Control	No Charge
Commercial General Liability Schedule Total	\$892.00

To report a claim, call your Agent or 1-844-325-2467

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First National Bank
ALASKA
MEMBER FDIC

CASHIERS CHECK

16

No. 00435150

89-6
1252

PAY**FIFTEEN THOUSAND and 00/100**USDollars

DATE/TIME
09/21/21

TO THE ORDER OF
CITY OF VALDEZ

15,000.00

Remitter or Purchaser

CLAUDIA KIPAR
Gulf Coast Inc.
d/b/s. Clean Alaska

MEMO: 2022 Janitorial Services Contract
TBD

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.



**City of Valdez
Bid Bond**

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 Obligee, hereinafter called the Obligee, 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: 2022 Janitorial Services
Contract Number: BM-049**

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

Signed and sealed this _____ day or _____, 202_____

(Witness)

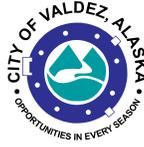
(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



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

**Project: 2022 Janitorial Services
Contract Number: BM-049**

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: 2022 Janitorial Services
Contract Number: BM-049**

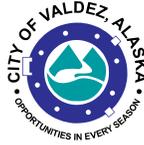
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v.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

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

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

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

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



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

**Project: 2022 Janitorial Services
Contract Number: BM-049**

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

COMPANY

SIGNATURE

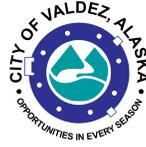
TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires: _____

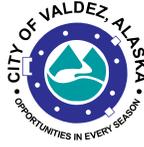


**City of Valdez
Special Provisions**

**Project: 2022 Janitorial Services
Contract Number: BM-049**

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**City of Valdez
Special Provisions**

**Project: 2022 Janitorial Services
Contract Number: BM-049**

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 perform:

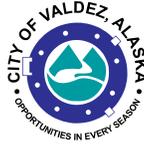
All Janitorial Services listed within the **Frequencies, Standards & Specifications and Bid Schedule** found in this contract.

The contractor needs to be aware that the separate bid items will be awarded in a manner most advantages out the City of Valdez.

Please reference City code 2.80.065: Competitive bidding

F. Evaluation and Award. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the criteria set forth in the invitation to bid. In determining whether a bidder is responsible the city may consider:

1. The qualifications, ability, capacity and skill of the bidder to perform the contract;
2. The availability of the bidder to perform the contract within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance by the bidder of previous contracts;



5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract.

SP 03 Time of Completion

The term of the contract shall be for twelve (12) months. The contract will commence on January 1, 2022 and end December 31, 2022. The contract is renewable at the option of the City of Valdez for two (2) additional one (1) year terms.

All work shall be in accordance with the Contract Documents according to the schedule set forth in the bid form. All work items listed in the bid for shall be completed according to the scheduled frequency unless written notification to change the schedule is received from the City.

Liquidated damages will be assessed in a sum equal to wasted staff hours and lost revenue for each calendar day that a scheduled work item is not performed, not to exceed two hundred dollars (\$200) per calendar day. Special work items will be scheduled with the contractor at least two weeks in advance.

SP 04 Special Site Conditions

General

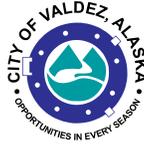
All work sites are facilities currently operated by the City. The contractor shall have visited each site prior to bidding the work to become familiar with special circumstances at each site. Work performed by the contractor shall be performed with as little disruption to activities of the employees and public as possible. The safety of the public shall always be the highest priority.

Smoking

Contractors shall inform their employees that there shall be no smoking in any City facility.

SP 05 Security Requirements

Several types of security systems are utilized at various City facilities. Contractors are required to acquaint themselves and their employees with the specific security measure in effect at each facility. All persons entering any City facility after normal closing hours shall have proper identifications, i.e. company id. Some facilities will have “manned” security personnel in conjunction with electronic security. In these areas, all security requirements must be strictly adhered to.



The contractor shall be required to furnish to the City Contract Administrator a cleaning schedule for each facility and a list of employees working at each facility. The list shall show the employee's full name and list of City keys held in their possession, if applicable. This list shall be kept current with the Contract Administrator for the life of the contract.

City Building Keys: The contractor shall be responsible for safe keeping of any keys signed for through the life of the contract and shall be liable for any costs associated with re-keying a facility due to negligence. The Contract Administrator shall be notified immediately when keys are lost or non-functional.

Unsecured Facility Procedures: Contractor personnel are advised not to enter a facility upon arriving and discovering the entrance doors to be unsecured. The police shall be called immediately to investigate for unsafe or dangerous conditions that may exist at the building and pose life-threatening situations for contract employees. All doors (entry and office) must be closed and locked upon completion of service.

Unauthorized Entry: Only contract employees are to be allowed access into City facilities after normal working hours. Visitors, including spouses and children, shall not accompany contract employees into a City facility after normal working hours.

SP 06 Qualifications of Workers

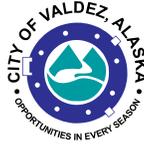
All contract employees shall be experienced and capable to perform work in the required field.

The contractor agrees to provide at all times a competent foreman or supervisor for the life of this contract. The contractor's personnel shall, at all times, present a neat and clean appearance. All work listed within this contract shall be performed and all complaints shall be handled with due regard to the City of Valdez Public Relations. The contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the City Contract Administrator, the contractor shall replace any incompetent, abusive, or disorderly person employed by the contractor. The City Contract Administrator may require removal from work site those contract employees who are deemed objectionable and whose continued employment on City premises is deemed contrary to the interest of the public or inconsistent with the best interest of the City.

SP 07 City's Contract Administrator

This bid form identifies the City Contract Administrator.

Incidents, altercations, or accidents involving the contractor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Administrator, at his/her discretion, may require a written report from the contractor describing the incident or accident.



Upon request or necessity the Contract Administrator will accompany the contractor to the work areas to further clarify or describe procedures or methods. The City of Valdez reserves the right to call periodic meetings with the contractor on an as needed basis to discuss and evaluate the performance of the contractor.

The Contract Administrator reserves the right to request at any time, that timesheets be provided listing employees, dates and times that services were rendered.

After hours emergencies shall be reported to the Valdez Police Departments, 835-4560 or 911. Emergencies or hazardous conditions during business hours shall be reported to the VPD as well as the Contract Administrator.

Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect visitors from injury. It is the contractor's responsibility to provide close supervision of maintenance operations and management of the site. Examples of problems the contractor is expected to report immediately are: Vandalism of any kind to include graffiti, plumbing or electrical malfunctions, safety issues, etc. Any issues or suggestions that may arise shall be addressed to the Contract Administrator as soon as possible.

SP 08 Materials and Supplies

All paper supplies, soaps, dispensers, batteries and air fresheners necessary to complete the contract shall be provided by the City of Valdez. The contractor is responsible for providing the necessary equipment, tools, cleaning solutions, and trash bags to complete this project. Cleaning solutions must be approved in advance prior to using. The contractor must supply the SDS sheets for all cleaning solutions used at each facility.

SP 09 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 10 Coordination and Schedule

All work times shall be coordinated and approved by the Contract Administrator prior to commencing work. The specifications and standards listed in Section 90.02 Scope of Work shall be used to complete the rest of this contract. The contractor shall provide to the Contract Administrator with a scheduled time or services within ten (10) working days of the Notice of Intent to Award.



The City of Valdez closely follows the same holiday schedule as the State of Alaska. In 2022, these include New Year's Day, Martin Luther King Jr. Day, Presidents Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, ½ of Christmas Eve and Christmas Day.

SP 11 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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

SP 12 Permits

The Contractor shall obtain all licenses and permits that are required to do the work as set forth in the Scope of Work.

SP 13 Award of Contract

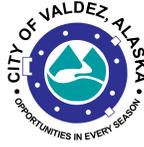
The award of the Basic Bid Contract for each item number will be made independently. The City of Valdez reserves the right to combine item numbers for award as deemed in the best interest of the City.

SP 14 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 15 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. All invoices must include the contract number. If these are not included, payment may be delayed. All invoices must reflect the information listed in the table below. Timely payment to the contractor is contingent upon the receipt of invoices by the Contract Administrator.



Invoices are due to the City of Valdez, PO Box 307, Valdez, AK 99686 no less than thirty (30) days prior to due date. Billing for outside entities should be mailed directly to that specific entity. Payments may be withheld on account of defective work; damage to City property caused by contractor or their employees or subcontractors; unsatisfactory prosecution of work; failure to pay suppliers, subcontractors or wages promptly; or any other breach of conditions set forth in these documents. Monthly and final payments will be withheld until work is completed or conditions are corrected. This final payment schedule applies only if the contract has not been terminated by the City or breached by the contractor.

The City of Valdez requires that the contractor provide the following information quarterly with their invoice for payment:

1. Proof of unemployment tax clearance from the Department of labor and Workforce Development.
2. Proof of federal tax filings for business to show current
3. Proof of current insurance (must have proper coverage requirements set forth by the City, including worker's compensation coverage.)

Important Note: If the above required items are not submitted with the contractor's invoices for the months of April, July, September and December then payment will be withheld until these items are brought current. These items will be verified for release of payment.

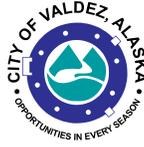
Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any 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 16 Penalty Terms of Contract

Damages or Losses

Any loss or damage to property in the building or to the building caused by the contractor or their employee shall be promptly repaired or replaced to the satisfaction of the City at the expense of the contractor. Failure on the part of the contractor to repair or replace lost or damaged property within twenty-four (24) hours conveys the undisputed authority of the City to call an independent contractor to repair or replace the lost or damaged property and to withhold the total sum for payment on the next billing statement. The City will provide an invoice, as proof of having incurred a financial obligation pursuant to this paragraph to the contractor.



The contractor agrees to accept verbal notice by the City with respect to lost or damaged property and further agrees that twenty-four (24) hour limitation will commence at the time and date of verbal notification.

Joint Inspections

Representatives of both parties will conduct, as designated by the City, joint inspections of the City facilities to evaluate the completeness and quality of services rendered by the contractor. Date and time of inspections will be prescribed by the City. The City of Valdez reserves the right to call a joint inspection at any given time.

Facility Cleaning

Contractor authorizes the City to impose a financial penalty of (\$200.00) per discrepancy, if in the opinion of the City, the services rendered are unsatisfactory or incomplete. All service requirements are clearly listed in the Building Frequencies, Standards and Specifications documents. All items listed must be completed at each cleaning. The penalty will be executed by the City withholding the appropriate sum from the monthly payment. The penalty will not be imposed in a capricious manner or without tangible evidence as to incomplete or unsatisfactory services. Failure to correct deficiencies or problems of a repetitive nature shall be reason for withheld payment or termination of contract.

SP 17 City's Right to Terminate Contract

The city may terminate the contract for default per the provisions set forth in Section 5.29 of Division 10 of the April 2003 COV Standards and Specifications.

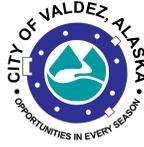
SP 18 Frequencies, Standards and Specifications

The Building Frequencies, Standards and Specifications are to be considered the scope of work for this contract.

SP 19 Allowance/Markup on Change Orders

On self-performed work, in addition to the direct costs of labor and material incurred by the Contractor, the Contractor shall be entitled to an allowance/markup of ten percent (10%) of the direct cost of work for profit and overhead. On subcontracted work, Contractor shall be allowed a five percent (5%) allowance/markup of the Subcontractor's direct costs. These percentage allowances are inclusive of any management time required to prepare and process the change order. This allowance does not apply to owned or rented equipment.

If Work is performed by a Subcontractor, the Subcontractor actually performing the Work shall be entitled to those allowances for overhead and profit listed above plus an additional five percent (5%) for management and supervision of the additional work.



Each subsequent higher tiered Subcontractor or Contractor shall be allowed no more than an additional five percent (5%) of the Subcontractor's direct costs. In no case shall total cumulative markup on direct costs exceed thirty percent (30%).

If lower markups are established via bid forms or negotiation, the lower markups shall apply to change orders.

The allowance made in accordance with the terms outlined above will be understood to be complete reimbursement and compensation for all project office and office staff, general office overhead, use of tools, and small equipment, overhead expenses, bond cost, insurance premiums, profits, indirect costs, delays impacts on the rest of the Work and losses of all kinds and other items of cost not specifically designated. No other reimbursement, compensation or payment will be made for time and material work.

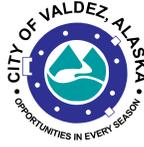
Any allowance made by the Contractor to a Subcontractor, other than specified herein, shall be at the expense of the Contractor.

SP 20 No State Liability

The State of Alaska and its Department of Commerce, Community, and Economic Development are not liable for damages or claims from damages arising from Contactor's performance or activities under the terms of this Contract.

SP 21 Equal Employment Opportunity

The City is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The City shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out this provision. Contractor and any Subcontractors are also bound these provisions.



City of Valdez
Building Frequencies, Standards and Specifications
2022 Janitorial Services
Contract Number: BM-049

Frequencies

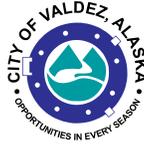
City Hall Building- Administration, Clerks, Lobby, Human Resources and IT Dept:
Services to be performed *once daily* Monday-Friday after 6:00 PM

Daily Services

1. Bathrooms-empty wastebaskets including sanitary napkin containers. Clean wastebaskets inside and out; reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces with commercial grade cleanser. Scrub sinks, toilets, and urinals to include underside with commercial cleanser. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Remove rugs from floors if applicable, sweep and mop floors. **DO NOT REPLACE RUGS ON WET FLOOR SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
2. Scrub down water fountains.
3. Offices-remove trash from wastebaskets, clean cans, and reline. Wipe down & sanitize hard surfaces such as counter tops or desks, if free of paperwork or personal effects.
4. Vacuum high traffic areas (main hallways, foyers); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot treat carpet and trim runners as needed.
5. Vacuum stairs leading to upstairs offices. Wipe down handrails with Virex or approved equal.
6. Clean all foyer windows (both sets) with Windex or similar cleaning solution; clean both sides of glass partition and other windows in the front office.
7. Wipe doorknobs, ADA buttons, handrails, and light switches with sanitizing agent.
8. Prevent urea/salt from accumulating in foyer during the winter season.
9. Outside- police exterior circumference of building for trash, cigarette butts, etc. Sweep sidewalks. Clean outside trash cans and ash urns.

Weekly Services

1. Vacuum offices, printer and printer room, storage area, and other low traffic areas to include elevator; paying attention to wall edges, corners and behind doors. Vacuum under desks after moving chairs and trash cans. Wipe down chair mats.
2. Vacuum elevator, wipe down buttons with Virex or approved equal.
3. Dust hard surfaces, window ledges, picture frames, etc. Wipe down walls and partitions in restrooms with Virex or approved equal.
4. Wipe down metal door frames, window sills & trim.



Community Development and Old Fire Station Offices

*Services to be performed **once daily** Monday-Friday after 6:00 pm*

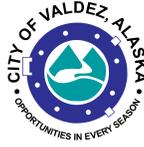
Daily Services

1. Bathrooms (men's room located in first bay of Old Fire Station.) Empty wastebaskets. Wipe down inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and undersides of sinks, toilets, and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
2. Vacuum high traffic areas (main hallways, foyer) and office areas; paying attention to wall edges, corners, under registers, and behind doors. Vacuum under desks after moving chairs and trash cans. Clean chair mats. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
3. Offices- remove trash from receptacles, clean can and reline. This includes the upstairs Training Room.
4. Sweep and mop stairs leading to Training Room. Wipe down handrails with Virex or approved equal.
5. Clean and disinfect all countertop areas.
6. Wipe doorknobs, handrails and light switches with sanitizing agent.
7. Empty trash bin and ash urn outside of Old Fire Station door and pick up any debris or trash in the area. Sweep sidewalk.
8. Prevent urea build-up in front of door during winter season.

Weekly Services

1. Clean all glass windows/partitions in hallways, or more often as needed.
2. Dust all picture frames, window ledges, heat registers, etc.
3. Wipe down walls and cove base in bathrooms.

*Note: This will be subject to change pending renovation projection beginning Winter 2021.



Police Department

Important: *Anyone that will be working in the Police Department must pass a background check prior to starting work. Individuals who do not pass a background check will not be able to enter the Police Department.*

Services to be performed 5 times per week: Monday – Friday

Daily Services

1. Bathrooms- Empty wastebaskets, clean inside and out, reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals; scrub showers (basement). Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe doorknobs and light switches with sanitizing agent.
2. Vacuum high traffic areas (main hallway, stairs, foyer); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
3. Sweep and mop all vinyl floor surfaces in downstairs hall and break room. Remove any rugs or mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
4. Wipe doorknobs, handrails and light switches with sanitizing agent.

Weekly Services

1. Clean all glass windows/partitions in hallways and overlooking foyer weekly or more often as needed.
2. Dust all picture frames, window ledges, heat registers, etc.
3. Vacuum low traffic areas, to include offices, paying attention to edges, corners, under registers and behind doors. Vacuum under desks after moving chairs and trash can. Clean chair mats.
4. Wipe down walls and cove base in all restrooms.



Fire Department

Important: *Anyone working in the Fire Department must pass a background check prior to starting work.*

Services to be performed 5 times per week: Monday-Friday

See Fire Station #1 floorplan showing area to be cleaned.

Daily Services

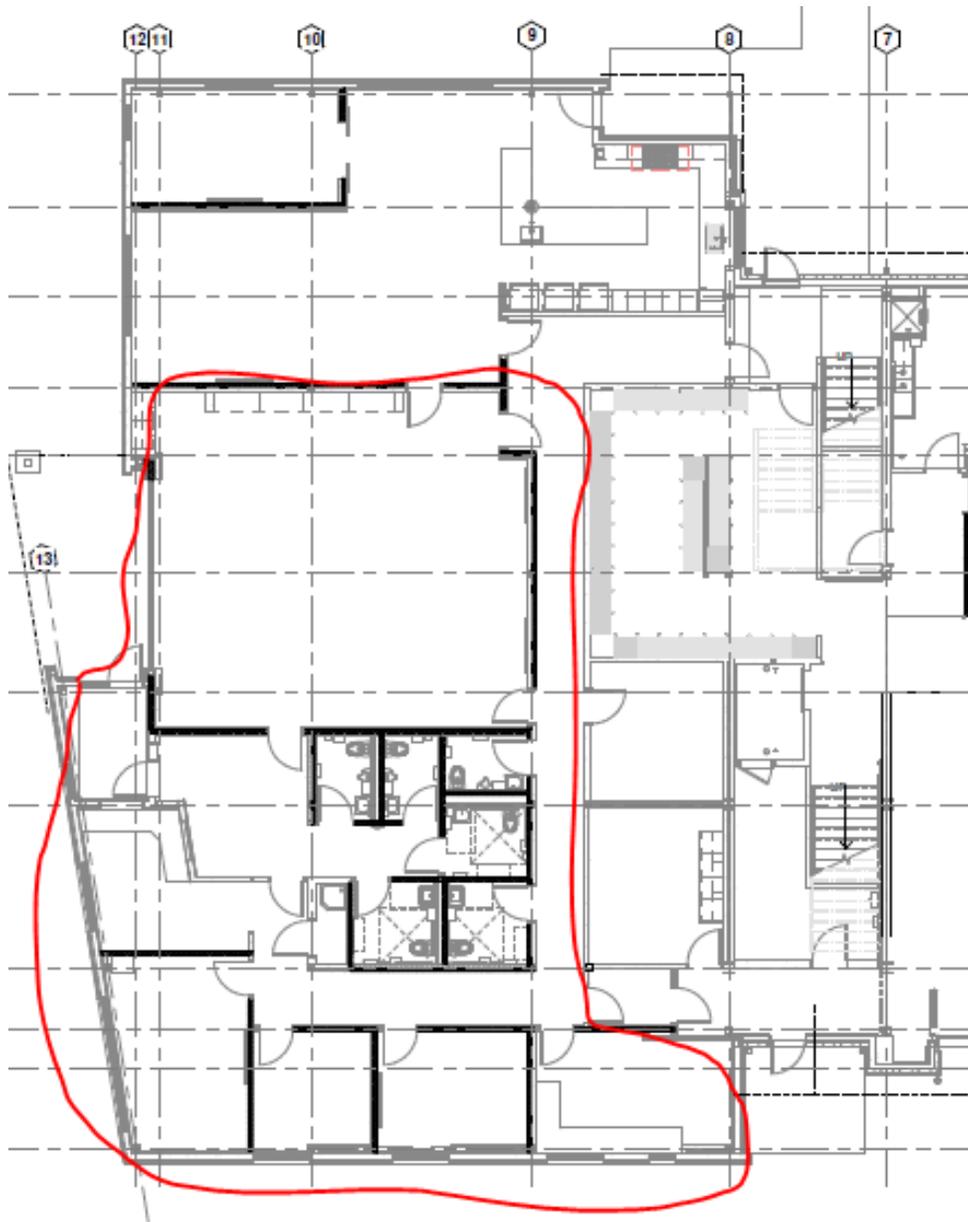
5. Bathrooms- Empty wastebaskets, clean inside and out, reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe doorknobs and light switches with sanitizing agent.
6. Sweep and mop all hard floor surfaces in main hallway and foyer. Remove any rugs or mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
7. Remove trash from receptacles, clean can and reline, offices and reception area.
8. Wipe doorknobs, handrails and light switches with sanitizing agent.

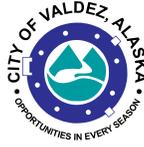
Weekly Services

5. Clean all glass windows/partitions in hallways and foyer weekly or more often as needed.
6. Dust all picture frames, window ledges, heat registers, etc.
7. Vacuum low traffic areas, to include offices and training room, paying attention to edges, corners, under registers and behind doors. Vacuum under desks after moving chairs and trash can. Clean chair mats.
8. Wipe down walls and cove base in all restrooms.



Floorplan of Fire Station #1 Showing Area to be Cleaned





City Council Chambers

Services to be performed once daily Monday-Friday after 6:00 pm

Note: Cleanings cannot take place during City Council Meetings

Daily Services

1. Bathrooms- empty wastebaskets; clean cans inside and out; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom floors.
2. Sweep and mop foyer floors. Remove any mats/rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
3. Wipe down doorknobs, ADA buttons, and light switches with sanitizing agent.
4. Kitchen- remove trash and wipe down can- both inside and out; reline. Clean wall behind and around can area. Clean, disinfect and sanitize sink and countertop area. Wipe down faucet. Sweep and mop floor. Remove rugs/mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
5. Remove trash from all other cans. Clean cans inside and out; reline. Wipe down walls in surrounding area.
6. Vacuum main floor area and behind council area. Vacuum foyer rug, mop floor. Prevent urea build up in front of doors and on mats.
7. Police exterior circumference of building. Remove trash and debris from sidewalks. Sweep sidewalk. Empty ash urns and clean.

Weekly Services

1. Dusting- includes all fixed and decorative desks/furniture, picture frames, window ledges, and heat registers.
2. Clean foyer windows/doors, or more often as needed.

Monthly Services

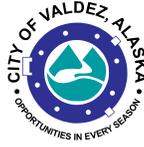
1. Vacuum chairs.



Animal Shelter

Services to be performed 3 times per week (Monday, Wednesday and Friday) after 6:00 pm.

1. Hallway- Sweep and mop. Remove any rugs or mats prior to sweeping. DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY. Vacuum rugs prior to replacing.
2. Cat Room- clean and disinfect countertop, including sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.
Monthly: Sweep and mop under rolling cat condos.
3. Reception and Office Area- wipe down all hard surfaces. Remove trash, wipe cans inside and out; reline. Sweep and mop. Wipe down door knobs and light switches with sanitizing agent.
4. Break Room- wipe down all hard surfaces and sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.
5. Training Room- clean and sanitize sink and countertop areas. Remove trash, wipe cans inside and out; reline. Sweep and mop.
6. Bathroom- scrub and sanitize toilet, sink and underside of sink. Remove trash, wipe cans inside and out; reline. Replace any soap and paper products as needed. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom floor.
7. Windows- clean lobby, cat room, office and glass door windows as needed.
8. Small Animal Room (now located up front next to the bathroom) - wipe down all hard surfaces and sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.



Harbormaster Building – Upstairs Offices

Services performed: **June 1st-August 31st** cleanings are to take place **4 times per week**, before 7:00 a.m. or after 10:00 p.m.

September 1st-May 31st cleanings are to take place **two times per week** before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Bathroom- Empty wastebaskets; clean inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilet. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Vacuum main floor and all office areas. Spot treat carpet and trim runners as needed. Vacuum under desks after moving chairs and trash cans. Wipe down chair mats.
3. Clean, disinfect and sanitize walls and other hard surfaces such as counter tops and desks, if free of paperwork or personal effects. Wipe down doorknobs and light switches with sanitizing agent.

Weekly Services

1. Dust picture frames, heat registers, window ledges, etc.

Harbormaster Building – Downstairs Restrooms

January 1st-April 30th: Cleanings are to take place once daily in the mornings from 5:00 a.m.-6:00 a.m. or as mutually agreed upon by Owner and contractor.

May 1st – May 31st: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. –5:00 p.m or as mutually agreed upon by Owner and contractor.

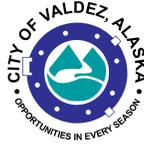
June 1st – August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th – September 30th: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. - 5:00 p.m. or as mutually agreed upon by Owner and contractor.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Showers- With a hard bristle brush, scrub down walls and floor after removing duck boards. Remove hair from drains. Scrub seat areas. Rinse. Replace duck boards.
2. Toilet areas- clean, disinfect, and sanitize toilets, urinals and partitions.
3. Sinks- clean, disinfect and sanitize sinks, countertops, mirrors and wipe down surrounding wall area.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floor.



6. Clean and disinfect entry doors.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.
8. Wipe down seat benches in the main area of the restrooms.

B-Float Comfort Station and New Harbor Comfort Station

May 1st-May 31st: Cleanings are to take place **twice daily** – Morning cleanings will be from 5:00 a.m. - 6:00 a.m. and the second cleaning is to take place between the hours of 8:00 p.m. - 10:00 p.m. or as mutually agreed upon by Owner and contractor.

June 1st- August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th- September 30th: Cleanings are to take place **twice daily** – Morning cleanings will be from 5:00 a.m. – 6:00 a.m. and the second cleaning is to take place between the hours of 8:00 p.m. - 10:00 p.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Bathroom – empty wastebaskets; clean inside and outside of cans; reline.
2. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces.
3. Scrub toilet bowls, sinks, urinals, and the undersides of sinks and toilets.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floors.
6. Wipe down doorknobs and light switches with sanitizing agent.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.

New Harbor– Warehouse Office and Staff Restroom

Services performed: **June 1st-August 31st** cleanings are to take place **4 times per week**, before 7:00 a.m. or after 10:00 p.m.

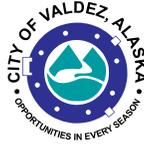
September 1st-May 31st cleanings are to take place **two times per week** before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Bathroom- Empty wastebaskets; clean inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilet. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Office- Clean, disinfect and sanitize walls and other hard surfaces such as counter tops and desks, if free of paperwork or personal effects. Wipe down doorknobs and light switches with sanitizing agent.

Weekly Services

1. Dust picture frames, heat registers, window ledges, etc.



Warehouse- Public Laundry Area

Services performed daily before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Empty wastebaskets; clean inside and outside of cans; reline.
2. Clean, disinfect and sanitize walls and other hard surfaces such as counter tops.
3. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.

New Harbor– Warehouse- Public Restroom/Showers

January 1st-April 30th: Cleanings are to take place once daily in the mornings from 5:00 a.m.-6:00 a.m. or as mutually agreed upon by Owner and contractor.

May 1st – May 31st: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. –5:00 p.m. or as mutually agreed upon by Owner and contractor.

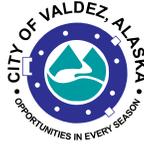
June 1st – August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th – September 30th: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. - 5:00 p.m. or as mutually agreed upon by Owner and contractor.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Showers- With a hard bristle brush, scrub down walls and floor after removing duck boards. Remove hair from drains. Scrub seat areas. Rinse. Replace duck boards.
2. Toilet areas- clean, disinfect, and sanitize toilets, urinals and partitions.
3. Sinks- clean, disinfect and sanitize sinks, countertops, mirrors and wipe down surrounding wall area.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floor.
6. Clean and disinfect entry doors.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.
8. Wipe down seat benches in the main area of the restrooms.



Ports and Harbor Restroom Cleaning Procedures

Safety Precautions;

Read and understand the chemicals and equipment required for the job. Ensure you are current on the Blood Borne Pathogens training and have current immunization shots for Hepatitis. B. PPE has been inspected and is of the appropriate size.

Step 1: Assemble needed supplies and safety equipment

Be sure to wear goggles, protective gloves, rubber-soled shoes and long sleeves when cleaning a restroom.

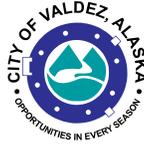
Some or all of this equipment may be necessary;

- *Trigger Sprayer & Bottles*
- *Micro Fiber Clothes (Red, Yellow, Blue)*
- *Liners for Receptacles*
- *Bowl Swab*
- *Wet Mop*
- *Mob Bucket /w Wringer*
- *Inspection Mirror*
- *Broom & Dust Pan*
- *Wet Floor Sign*
- *PPE- Gloves and Safety Glasses*
- *Non-Acid Blow Cleaner*
- *Glass Cleaner*
- *Disinfectant Cleaner*
- *Hand Soap*
- *Paper Towels*
- *Toilet Paper*
- *Sanitary Napkins*

Step 2: Place Cautions Signs and close doors to the public

Step 3: Sweep and Refill

1. Dust all vents, partitions and lights (top to bottom)
2. Sweep floor with a broom
3. Empty trash containers
 - a. Never compress the trash; always be careful of sharp objects that may be sticking out of the liners.
 - b. Disinfect the receptacles and reline after dry.
4. Refill all soap dispensers
 - a. Always top off, or replace cartridge when below 20%
5. Fill paper towel dispensers
 - a. Unlock and refill, careful to open slowly.
 - b. Close and re-secure the lock.



6. Refill toilet tissue
 - a. Unlock and refill, ensure unwinds over the top.
 - b. Close and re-lock.
7. Refill seat cover dispensers.

Step 4: Pre-Treat Toilets & Urinals

1. First flush each toilet and urinal. This is done to ensure that each unit is free of contamination and functioning properly. *(Report any damage or malfunctioning units to your supervisor.)*
2. For urinals, remove objects with gloves and place the urinal screen on a paper towel on the floor during cleaning.
3. Apply bowl cleaner evenly with red bowl swab.
4. Allow product to work 2-5 minutes, or per manufacturer's instructions.

Step 5: Clean Sinks, Mirrors, Countertops, Showers

1. Using a yellow microfiber or disposable cloth, spread disinfectant cleaner evenly over the entire sink.
2. Allow product to work 1-2 minutes, or per manufacturer's instructions, then rinse with clean water.
3. Using a yellow cleaning brush, spread disinfectant cleaner evenly over entire shower stall surface.
4. Allow product to work 1-2 minutes, or per manufacturer's instructions, then scrub and rinse with clean water.
5. Spray mirrors with streak free glass cleaner and wipe clean with blue microfiber or disposable cloth.

Step 6: Return to Toilets and Urinals

Swab toilet bowls and urinals with red toilet brush as you flush to rinse. (Pay close attention to the underside of the flush ring)

Step 7: Clean Walls and Fixtures

1. Using a yellow microfiber or disposable cloth, wipe the sink, faucets, and counter tops.
2. Change cloths and wipe the walls and partitions.
3. Change to red microfiber or disposable cloth and wipe the outsides of the toilets and urinals.

Step 8: Prepare Floor Cleaning solution

Follow instructions on the product and use a clean mop.

Step 9: Mop Floor

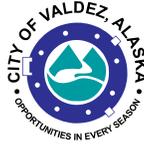
Mop from the farthest corner out. Be certain to clean the corners and the edges. Work your way out of the restroom by working towards the door.

Step 11: Allow Floor to Dry and inspect

Inspect your work prior to opening them back up to the public.

Step 12: Clean and Wash equipment

1. Be sure to clean and wash equipment at the end of each shift.
2. Report any damaged or non-functioning equipment to your supervisor.
3. Report inventory items that are low to your supervisor.
4. Wash and disinfect your hands, arms and face with warm soapy water.



Library

Services to be performed **once** daily, upon close of facility.

Daily Services:

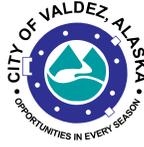
1. Bathrooms- Empty all wastebaskets; clean cans inside and out; reline. Clean, and sanitize mirrors, countertops and other hard surfaces such as light switches and door knobs. Scrub toilet bowls, urinals, sinks and the underside of sinks and toilets. Restock all soap and paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors.
2. Scrub down drinking fountain.
3. All entry door glass must be cleaned inside and out to remove fingerprints.
4. Clean and disinfect countertops, tables and desks, if free of personal effects.
5. Remove trash from all cans. Clean cans inside and out; reline. Wipe down walls adjacent to the trash can areas.
6. Vacuum high traffic areas (main hallways, foyer); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed, downstairs, main floor or upstairs.
7. Sweep and mop stairs, paying special attention to edges and the ledges below the hand rails.
8. Police circumference of building for debris, trash, butts, and other items. Clean ash urns and empty. Sweep entry sidewalks and landings.

Weekly Services

1. Vacuum upper and lower levels **twice weekly**, including once on Sunday, to include study rooms, conference room and AV room on lower level, paying attention to edges, corners, behind doors and under registers. Vacuum under desks after moving chairs and trash cans.
2. Clean all glass partitions/windows on main floor and lower level or more often as needed.
3. Clean foyer windows weekly, or more often as needed.
4. Dust all window ledges, heat registers, picture frames, and other hard surfaces.
5. Wipe down bathroom walls and partitions.
6. Wipe down stairway handrails, light switches, door knobs and ADA buttons with sanitizing agent.

Yearly Services

1. Vacuum, clean and Scotch-Guard furniture.



Recreation Center

A. General Requirements

1. Janitorial services shall be performed six (6) days per week, Monday- Saturday, and upon request on Sundays as needed at hourly rate provided in the Bid Schedule. No services shall be performed earlier than 8:00pm.
2. The City of Valdez shall reserve the right to change the days and times of services at any time based on facility and activities schedules. The City will notify the contractor in a timely manner with any changes to times of services needed.
3. It is expected that the contractor not just clean around fixtures, furniture, equipment, containers or receptacles, but underneath and behind them as needed to complete all services.
4. The janitorial supply room shall be kept clean and orderly at all times; contractor tools and supplies kept on site are to be properly labeled and stored.
5. The contractor shall secure the facility upon completion of janitorial services each night; check, close and lock all exterior doors and windows, turn off all lights, and turn on security alarm.
6. Alternative cleaning procedures may be used, but must be pre-approved by City.

B. Daily Services

The following services shall be performed on a daily basis for the entire facility:

1. FLOORS

- a. Vacuum all carpeted floors and rugs/mats; careful attention should be paid to all edges, corners, behind doors, and underneath desks, tables, and game tables.
- b. Spot clean all carpeted floors as needed.
- c. Sweep/mop hard surface floors with approved disinfectant; all rugs/mats should be removed prior to wet mop, vacuumed and returned to original location **AFTER** the hard surface floors have dried.
- d. Floors should be free of all visible dirt, debris and stains.

2. DOORS

- a. Clean interior and exterior of all entryway doors, including frame, crash bars, handles, and glass.
- b. Clean and disinfect all doors, including crash bars, handles, knobs, glass, and kick plates as needed.
- c. Doors should be free of streaks, finger prints, and all visible dirt and debris.

3. WINDOWS/MIRRORS

- a. Clean interior and exterior of all entryway windows, including window frames and ledges.
- b. Clean and disinfect all mirrors, including restrooms.



- c. Clean and disinfect interior of all windows as needed.
- d. Windows and mirrors should be free of streaks, finger prints, and all visible dirt and debris.

4. WALLS

- a. Spot clean all walls with approved cleaner as needed.
- b. Walls should be free of spider webs, and all visible dirt and debris.

5. TRASH

- a. Pick-up all loose trash, waste and debris, and dispose of in proper receptacle, including in the parking lot and exterior perimeter of the facility.
- b. Empty all waste receptacles, including all sanitary napkin and exterior receptacles.
- c. Clean and disinfect outside of all waste receptacles as needed; waste receptacles should be free of streaks, finger prints, and all visible dirt and debris.
- d. Replace all liners, including all sanitary napkin and exterior waste receptacle liners, as needed.

6. DISPENSERS

- a. Clean and disinfect all external surfaces of soap and paper product dispensers. Careful attention should be paid to the underside of all dispensers.
- b. Restock all soap and paper product dispensers as needed.
- c. Replace batteries in paper towel dispenser as necessary.

7. RESTROOMS

- a. Clean and disinfect all countertops, sinks, fixtures and fittings; polish all fixtures and fittings.
- b. Flush all toilets.
- c. Clean and disinfect all toilets and urinals, including the bowl, seat, rim, base and all fixtures and fittings; polish all fixtures and fittings.
- d. Clean and disinfect stall partitions, including handles, knobs, and locks.
- e. Clean and disinfect all baby changing stations.
- f. All surfaces should be free of film, smudges, water, scale, mold, mildew, streaks, finger prints, and all visible dirt and debris.

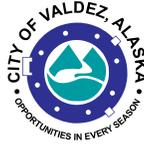
8. KITCHEN AREA

- a. Sweep/mop flooring, removing chairs first. Sweep and mop behind counter area.
- b. Wipe down and sanitize all kitchen countertop surfaces.

C. Weekly Services

The following services shall be performed on a weekly (*one day per week*) basis:

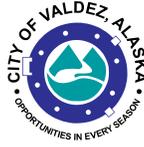
- 1. Clean and disinfect all light switches.
- 2. Dust all game tables, picture frames, etc.
- 3. Sweep/clean back entry.



D. Monthly Services

The following services shall be performed on a monthly (*one day per month*) basis:

1. Vacuum all carpeted walls.
2. Clean and disinfect all interior windows.
3. Clean and disinfect all restroom walls.
4. Clean and disinfect inside of all waste receptacles.
5. Dust all air handler and heat exchange vents.
6. Dust all can and pod lights.



City Pool

A. General Requirements

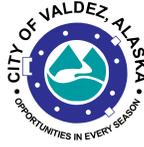
1. Janitorial services shall be performed six (6) days per week, Monday- Saturday. No services on Sundays. No services shall be performed earlier than 9:00pm.
2. The City of Valdez shall reserve the right to change these times of services at any time based on facility and activity schedules. The City will notify the contractor in a timely manner with any changes to times of services needed.
3. Janitorial services shall be limited to all areas of the Valdez City Pool with the exception of the pool area (pool deck, lap pool, and leisure pool) and lifeguard staff room. For the safety and security of all individuals and parties, the contractor shall at no time access the pool area or Valdez City School District Property.
4. Since the Valdez City Pool resides on Valdez City School District property, all persons providing janitorial services at the facility shall be required to pass a background check.
5. It is expected that the contractor not just clean around fixtures, furniture, equipment, containers or receptacles, but underneath and behind them as needed to complete all services.
6. The janitorial supply room shall be kept clean and orderly at all times; contractor tools and supplies kept on site are to be properly labeled and stored.
7. The contractor shall use the dumpster located behind Gilson Middle School to deposit all trash.
8. The contractor shall secure the facility upon completion of janitorial services each night; check, close and lock all exterior doors, and turn off all lights.
9. Alternative cleaning procedures may be used, but must be pre-approved by City.

B. Daily Services

The following services shall be performed on a daily basis for the entire facility:

1. FLOORS

- a. Vacuum all carpeted floors and rugs/mats; careful attention should be paid to all edges, corners, behind doors, and underneath desks, tables, and behind structural supports in hallways.
- b. Spot clean all carpeted floors as needed.
- c. Vacuum/sweep and wet mop hard surface floors with approved disinfectant; any rugs/mats should be removed prior to wet mop, vacuumed and returned to original location **AFTER** the hard surface floors have dried.
- d. Floors should be free of standing water, and all visible dirt, debris and stains.



2. DOORS

- a. Clean interior and exterior of all entryway doors, including frame, crash bars, handles, and glass.
- b. Clean and disinfect all doors, including crash bars, handles, knobs, glass, and kick plates as needed.
- c. Doors should be free of streaks, finger prints, and all visible dirt and debris.

3. WINDOWS/MIRRORS

- a. Clean interior and exterior of all entryway windows, including all window frames and ledges.
- b. Clean and disinfect all mirrors, including restrooms, locker rooms and family change room.
- c. Clean and disinfect all windows as needed.
- d. Windows and mirrors should be free of streaks, finger prints, and all visible dirt and debris.

4. WALLS

- a. Spot clean all walls with approved cleaner as needed.
- b. Walls should be free of spider webs, and all visible dirt and debris.

5. TRASH

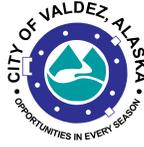
- a. Pick-up all loose trash, waste and debris, and dispose of in proper receptacle.
- b. Empty all waste receptacles, including all sanitary napkin receptacles.
- c. Clean and disinfect outside of all waste receptacle as needed; waste receptacles should be free of streaks, finger prints, and all visible dirt and debris.
- d. Replace all liners, including all sanitary napkin receptacle liners, as needed.

6. DISPENSERS

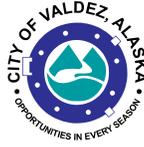
- a. Clean and disinfect all external surfaces of soap and paper product dispensers; careful attention should be paid to the underside of all dispensers.
- b. Restock all soap and paper product dispensers as needed.
- c. Replace batteries in paper towel dispenser as necessary.

7. RESTROOMS, LOCKER ROOMS & FAMILY CHANGE ROOM

- a. Clean and disinfect all countertops, sinks, fixture and fittings; polish all fixtures and fittings.
- b. Flush all toilets.
- c. Clean and disinfect all toilets and urinals, including the bowl, seat, rim, base and all fixtures and fittings.
- d. Clean and disinfect stall partitions, including handles, knobs, and locks.
- e. Clean and disinfect all baby changing stations.
- f. Clean and disinfect all shower areas, including all tile, fixtures and fittings; polish fixtures and fittings.
- g. Clean and disinfect all benches.



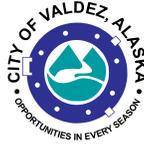
- h. Clean and disinfect exterior of all hand/hair and swim suit dryers.
 - i. Spot clean exterior of lockers as needed.
 - j. All surfaces should be free of film, smudges, water, scale, mold, mildew, streaks, finger prints, and all visible dirt and debris.
- 8. MISCELLANEOUS**
- a. Clean, disinfect and polish drinking fountain with approved cleaner; drinking fountain should be free of film, streaks, finger print and all visible dirt and debris.
- 9. Monthly Services**
- The following services shall be performed on a monthly (*one day per month*) basis:
- a. Clean and disinfect all light switches
 - b. Clean and disinfect interior of all lockers
 - c. Clean and disinfect all restroom, locker room and family change room walls.
 - d. Clean and disinfect inside of all waste receptacles.
 - e. Dust tops of all locker banks.



Vehicle Maintenance Facility

Services performed twice weekly- Upon close of facility

1. Empty wastebaskets in all areas; clean cans inside and out, reline.
2. Bathrooms located in break room and tool room area- empty wastebaskets; clean cans inside and out and reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces with sanitizing agent. Scrub bowls and sanitize undersides of sinks, toilets, and urinals. Restock all paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
3. Sweep and mop floors in break room, both restrooms and upstairs office. Vacuum and remove any rugs from floor before sweeping. Do not replace rugs until floor has dried.
4. Sweep and mop stair leading to upstairs office.
5. Wash inside of windows overlooking shop floor as needed.



Building Maintenance Shop

Services to be performed twice weekly- Upon close of facility

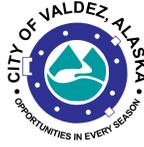
Daily Services

1. Bathrooms (one located next to shop stairs and two located off the kitchen area) – Empty wastebaskets. Wipe down inside and outside of cans; reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilets; scrub shower. Restock all paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
2. Sweep and mop high traffic areas (main hallways, foyer and computer station area). Remove any mats/rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
3. Kitchen- remove trash and wipe down can- both inside and out; reline. Clean wall behind and around can area. Wipe down faucet. Sweep and mop floor. Remove rugs/mats prior to sweeping. **DO NOT REPLACE REGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
4. Prevent urea build-up in front of door during winter season.
5. Offices- remove trash from receptacles, clean can and reline. Wipe down and sanitize hard surfaces such as counter tops or desks, if free of paperwork or personal effects. This includes three offices, the computer station, and the conference room.
6. Clean and disinfect all countertop areas.
7. Empty ash urns and pick up any debris or trash in the area. Sweep sidewalk.
8. Wipe doorknobs, handrails, and light switches with sanitizing agent.
9. Empty cigarette and trash bins outside of building. Police general vicinity for trash and other debris.

Weekly Services

1. Clean all glass windows/partitions in hallways or more often as needed.
2. Dust all picture frames, window ledges, heat registers, angle cross supports, etc.
3. Sweep and mop or vacuum office floors. Remove rugs/mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
4. Vacuum Conference Room paying attention to wall edges, corners, under registers, and behind doors. Vacuum under table after moving chairs and trash cans. Clean chair mats. Spot clean carpet as needed.

Wipe down walls and cove base in bathrooms.



Baler Break Room Building and Baler Bathroom

Services to be performed twice weekly- Upon close of facility

1. Empty wastebaskets in all areas; clean cans inside and out, reline
2. Showers- Clean and disinfect stalls to include walls, floors, and curtains with sanitizing agent. Wipe down and sanitize shower seats, doorknobs and light switches.
3. Bathrooms- empty all wastebaskets; clean cans inside and out and reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces with appropriate cleaning agent. Scrub bowls and sanitize undersides of sinks, toilets, and urinals. Restock all paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Wipe down doorknobs and light switches with appropriate sanitizing agent.
4. Wipe down and sanitize kitchen countertops. Clean and scrub sink. Spot clean cabinets.
5. Sweep and mop floor. Vacuum and remove any rugs from floor before sweeping. Do not replace rugs until floor has dried.



Airport Terminal

*Services to be performed **daily**- Upon close of businesses located at facility*

Daily Services

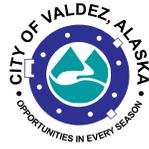
1. Bathrooms- empty all trash receptacles to include sanitary napkin containers; clean trash receptacles inside and out, reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks, toilets, and urinals. Wipe down bathroom partitions. Restock all paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Remove trash from public area receptacles. Clean receptacles inside and out, reline. Wipe walls surrounding the receptacle area.
2. Scrub down water fountains.
3. Vacuum main public area and stairs leading to offices on second floor, paying attention to edges, corners, under registers and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
4. Outside- Police 25' in each direction of all entry doors for trash, debris and cigarette butts, etc. Sweep sidewalk. Remove trash from receptacles and reline. Clean ash urns and empty.
5. Wipe doorknobs, handrails, and light switches with sanitizing agent.
6. Vacuum upstairs hallways paying attention to edges and corners, spot clean as necessary.
7. Upstairs restrooms- Empty all trash receptacles to include sanitary napkin containers; clean trash receptacles inside and out, reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals. Wipe down bathroom partitions. Restock all paper products and soap. Sweep and mop floors. Clean receptacles inside and out, reline. Wipe walls surrounding the receptacle area.
8. Public area between Ravn Air and Puddle Jumper's Bar- Vacuum all carpeted areas thoroughly paying close attention to edges and corners. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Wipe down all tables, chairs and booths. Remove and dispose of all trash that is left in this area.

Weekly Services

1. Windows- Clean windows entry area or more often as needed. Clean all glass partitions in public areas, to include upstairs overview.
2. Dusting- this includes all window ledges, picture frames, woodwork, etc. (weekly or as needed) to include stairs, soda machines, information distribution center, etc.
3. Wipe down walls and cove base in upstairs restrooms, paying attention to dust collecting around heat registers.
4. Showers- Clean showers and fixtures with disinfectant.

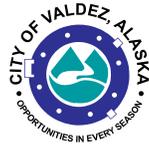
Quarterly Services

5. Shampoo airport terminal carpets.



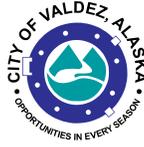
Airport First Floor Highlighted Areas to be Cleaned





Airport Second Floor
Highlighted Areas to be Cleaned





Capital Facilities, Finance, and Port Offices at Airport

Services to be performed twice weekly (Sundays and Wednesdays) - Upon close of facility

1. Empty wastebaskets in all areas, clean cans inside and out, reline.
2. Vacuum offices, paying attention to corners, behind doors, and under tables and desks.
3. Wipe down break room, coffee station countertop, and sink. Restock paper towels and replace batteries in dispenser if necessary. Toilet is not used in the main office.
4. Windows- clean all glass doors and partition windows.
5. Wipe down and sanitize hard surfaces such as countertops, baseboard heaters, file cabinets, window ledges, or desks, *if free of paperwork or personal effects*.
6. Port kitchen - remove trash and wipe down can- both inside and out; reline. Wipe down and sanitize Port kitchen countertops. Clean and scrub sink and faucet. Spot clean cabinets. Sweep and mop floors.
7. **Once a week:** Mop main office bathroom floor.

Comfort Stations

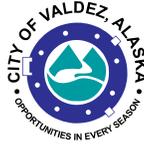
Dock Point, Ruth Pond, Oumalik, Shoup Bay Trailhead, John Kelsey Municipal Dock (Total of 5 facilities)

Oumalik and Shoup Bay Trailhead: *Services to be performed twice daily May 15th-September 15th*

Dock Point: *Services to be performed twice daily from April 15th to September 30th*

Ruth Pond and John Kelsey Municipal Dock: *Services to be performed three times daily from April 15th to September 30th*

1. Sanitize and scrub down walls, floors, partitions, etc. with brush and appropriate cleansing agent.
2. Mop floors.
3. Scrub bowls and sanitize undersides of sinks, toilets and urinals.
4. Remove trash from receptacle, clean inside and outside of can, reline.
5. Wipe down mirrors.
6. Restock all paper products and soap dispensers
7. Replace batteries in paper towel dispenser if necessary.
8. Sanitize and wipe down all countertops, door handles and light switches with appropriate cleaning agent.



Outhouses

Alpine Woods Playgrounds (2 outhouses), Robe River Playground, and Solomon Gulch Outhouse at Hatchery (4 facilities total)

*Services to be performed **twice weekly** from May 1 to October 15 with the exception of pre-scheduled park rentals to which 72 hour advanced notice will be given upon any cleaning schedule change to accommodate those reserved rental events. Solomon Gulch Outhouse to be cleaned **twice daily** from May 1-September 15.*

1. Sanitize and scrub down walls, floors, doors, partitions, etc. with brush and appropriate cleansing agent.
2. Sweep and mop floors
3. Scrub and sanitize toilet pedestals
4. Remove trash from receptacles, clean inside and outside of can, reline
5. Restock all paper products
6. Sanitize and wipe down all countertops, door handles, and door frames with appropriate cleansing agent
7. Wipe down windows to ensure no debris is present.

Goldfields

*Services to be performed **once daily** from May 1- September 15 with the exception of pre-scheduled park rentals and/or game tournaments to which 72 hour advanced notice will be given upon any cleaning schedule change. Schedule will be Monday through Thursday once a day providing there are no tournaments. During tournaments, services will need to be provided **twice daily**. We will utilize a schedule of games if one is provided.*

1. Sanitize and scrub down walls, floors, partitions, etc. with brush and appropriate cleansing agent.
2. Mop floors.
3. Scrub bowls and sanitize undersides of sinks, toilets, and urinals.
4. Remove trash from receptacle, clean inside and outside of can, reline..
5. Wipe down mirrors.
6. Restock all paper products and soap dispensers.
7. Replace batteries in paper towel dispenser if necessary.
8. Sanitize and wipe down all countertops, door handles, and light switches with appropriate cleansing agent.
9. Wipe down windows to ensure no debris is present.



Special Services- Spring and Fall Cleanings

Carpet Shampooing

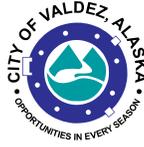
All facilities shall be shampooed according to contract specifications two (2) times per year in early May and late October with the exception of the Airport terminal, which is quarterly. Contractor is required to return to the facility the next day in order to ascertain which spots need additional treatment. Special Note: Contractor must use the product Folex, Fiver Care or Pre-Approved equal by the Contract Administrator when shampooing any carpets in “City Owned” facilities to keep the carpets from being damaged by harsh chemicals.

Window Washing

All facilities within this contract shall have both the exterior and interior windows washed two (2) times per year: Once in April and October.

Dusting

All facilities within this contract shall be thoroughly dusted (to include sills, baseboards, cove base, etc.) two (2) times per year in April and October to coincide with window washing and carpet shampooing.



Mary Kevin Gilson Medical Center

Services to be performed once daily Monday – Friday after 7:00 pm.

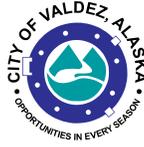
IMPORTANT NOTE: A minimum of six (6) man hours per daily cleaning is required to keep this facility up to healthcare standards. If this minimum requirement of labor hours is not met, then the contractor will be subject to fines or termination of contract.

Daily Services

1. Empty wastebaskets including sanitary napkins containers, clean inside and outside of receptacles. Collect all designated waste paper and trash, dispose of it in designated dumpsters. Do not remove sharps containers or red bio-hazard bags.
2. In Kitchen, clean all counters, sinks, appliances and spots on cabinets then disinfect with VIREX OR EQUIVALENT. Vacuum carpets and sweep floors. Floors are to be mopped with QUAT 128. Empty trash under sink. Wipe down the inside of the cabinet under the sink.
3. Exam rooms: Wipe down and clean doorknobs, light switches, countertops, sinks, cupboard fronts, chairs, cabinet tops and other surface tops. Once clean, disinfect with VIREX or EQUIVALENT. Clean exam tabletop, sides and fronts (**pull out footsteps and stirrups**) and disinfect with VIREX OR EQUIVALENT. Vacuum carpets and sweep floors. Mop floors with QUAT 128. Trip carpet runners as needed. Empty trash beside exam tabletop and under sink. Wipe down the inside of the cabinet under the sink.
4. In Sterilization Room, clean countertops and all hard surfaces, then disinfect with VIREX OR EQUIVALENT. Scrub floors with QUAT 128. Remove trash from under sink and behind door.
5. Clean and disinfect specimen door with VIREX OR EQUIVALENT in restrooms.
6. Scrub bathroom floors and mop with QUAT 128, wash all plumbing fixtures, urinals and water closets, then disinfect with VIREX OR EQUIVALENT. Damp wipe all dispensers and tiled portion of bathroom walls with VIREX OR EQUIVALENT.
7. Restock all paper products, deodorizers, towels and soap in bathrooms.
8. Vacuum all carpets, trimming carpet runners. Spot treat as needed.
9. Clean then disinfect all drinking fountains with VIREX OR EQUIVALENT.
10. Maintain lobby area by straightening chairs, magazines, toys; wipe down front doors and vacuum floor. Wipe down and disinfect all waiting room furniture. Clean windows in lobby.
11. Dust all visible surfaces of furniture, fixtures, and equipment, pictures, etc.
12. Vacuum foyer area between hospital and clinic doors, trimming carpet runners. Spot treat carpets as necessary.
13. Police sidewalks and parking areas, within a 25 foot radius of all exit doors, by collecting and removing all trash and other discarded materials- including cigarette butts. Clean under grates that may be built into concrete.
14. Removal of all finger marks and smudges from walls, woodwork and glass surfaces.

Weekly Services

1. Vacuum and clean all office chairs



Bi-Annual Services

1. Shampoo all carpets, to include foyer area between hospital and medical center. This service is to be performed on Friday evening or Saturday morning to allow for proper drying time. Must be scheduled and approved in advance.
2. Dust or vacuum window coverings such as blinds or drapes, etc, overhead pipes and moldings, etc, that must be reached by a ladder.
3. Wash exterior and interior windows and glass wind deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces. Clean all fixtures and furniture. Washing windows shall coincide with bi-yearly carpet cleaning.
4. Wash walls in public and common areas and halls.

As Required

1. Remove spots and stains from carpets, rugs and tile. Remove all foreign matter (gum, smudges, etc.) from floors, handrails and furniture. Trim carpet runners.
2. Clean foyer and entry windows and doors, to include privacy glass partitions between lobby and office staff.
3. Dust light fixtures as appropriate for greatest light efficiency.

All contractor employees working in the clinic must pass a criminal history background check. The contractor is responsible for conducting and administering all background checks. Proof of authorization and clearance must be provided for each employee, upon request of the Contract Administrator. Additionally, all contractor employees must be trained in HIPAA policies/procedures. All new employees, through life of the contract, must have HIPAA training and criminal history background checks prior to start of work at this medical facility. Upon the award of contract, contractor must provide evidence of background checks for all current employees. Failure to provide background checks and HIPAA training to employees and documentation of such training to Contract Administrator before work starts in the Clinic will lead to the loss of the contract. A list of all employees must be kept on file with the Contract Administrator and be pre-approved.



Custodial Specifications and Standards

Waste and Trash Receptacles

Specifications- Empty all contents from trash and waste receptacles. Clean and sanitize all receptacles inside and out, install properly fitting liners. Scrub the walls and floor areas immediately surrounding the receptacles. Visually and manually police circumference of each facility looking for loose waste, cigarette butts, and trash. Remove and replace liners from exterior receptacles. Sweep and/or mop beneath receptacle and clean surrounding areas.

Standards- Properly cleaned receptacle shall be free of debris and waste residue or build-up. Walls, floors, corners, and surrounding areas of receptacles must be free of dirt, build-up or residue.

Ash Urns

Specifications- Empty all containers and wash clean with appropriate cleaning material to remove all stains and residue. Polish metal of containers.

Standards- Properly cleaned containers are free of debris, odors, deposits, smudges and unsightly conditions. They will display a bright, clean, and residue free appearance. There will be no cigarette butts or debris of any kind lying around the ground of the surrounding area.

Drinking Fountains

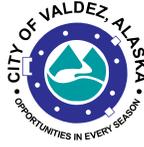
Specifications- All stains- including rust, lime, calcium and other foreign objects- will be completely removed from the fixture. Virex or a similar product shall be applied to the fountain to clean and sanitize the entire surface area. Bright work, including any exposed piping, will be cleaned with an appropriate cleaning agent. The drain holes will not be allowed to become clogged or discolored. After cleaning, the fountain will be wiped dry with a clean cloth. Areas immediately adjacent to the fountain will be cleaned also.

Standards- Properly cleaned and maintained fountains and associated surfaces will be free of streaks, discolorations, deposits, build-up, and all other unsanitary or unsightly conditions.

Carpet

Specifications- Vacuum all carpet surfaces with an industrial type commercial vacuum using attachments or “BacPac” style vacuum for corners and edgework. When soiled/stained; spot clean with appropriate cleanser for carpet type. Check spot the following day, treat again if needed. It may take several treatments to pull the spot from carpet. Trim runners with sharp knife or scissors to the normal surface height of the carpet. Damage done by contractor must be reported to the City of Valdez and corrected by the contractor at no cost to the City.

Standards- Properly vacuumed and spot-cleaned carpets are free of loose strands, soiled spots, dust, dirt, matted areas, and other unsightly blemishes. The surfaces will display a uniformly clean and bright appearance. Carpeted surfaces shall not display any dirt buildup in corners, edges, or under furniture and fixtures.



Carpet Shampooing

Specifications- Carpet shampooing shall be provided to all carpeted surfaces throughout City Facilities. All carpets shall be shampooed using a warm water extraction method, and when applicable, a scrubbing method. Carpet must be allowed to **thoroughly** dry before completely vacuuming surfaces. Methods used to clean or dry surfaces that may lead to shrinkage are not allowable. Contractor will take care during extraction not to damage any surrounding furniture, cove base, wall fixtures or additional surfaces. All furniture will be replaced to its original location after drying is complete.

Standards- Properly cleaned carpet surfaces are free of soiled spots, stains, wet areas, rust, odors, matted surfaces, shrinkage, color runs, discolorations, and all other foreign matter.

Special Note: Contractor must use the product Folex, Fiver Care or Pre-Approved Equal by the Contract Administrator when shampooing any carpets in “City Owned” facilities to keep the carpets from being damaged by harsh chemicals.

The Contractor is responsible for any repair work or replacement costs due to damages associated with this service. The Contractor will contact the Contract Administrator to schedule this service in advance.

Pedimats, Rubbermats, Rugs, & Runners

Specifications- Where applicable, mats shall be removed from “cut-out” areas. Underneath surfaces shall be swept and mopped prior to mat replacement. Each section must be reinstalled in the same location from which it was removed.

Vinyl/Linoleum Surfaces

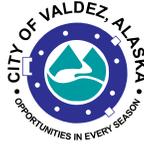
Specifications- Surfaces shall be swept to remove any sand, grit, dirt, dust or other debris. Airborne dust particles are to be kept at a low level when performing this service. Flooring surfaces must then be mopped with a solution of water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

Standards- Properly cleaned floor surfaces are free of dirt, sand, grit, stains, rust spots, mop strings, missed areas, scuff marks, or other unsightly appearances. Linoleum surfaces must display a uniform bright, clean and odor free appearance. Build-up in corners, edges and under fixtures is not allowable.

Dance Floor/Laminate Flooring

Specifications- Wood/Laminate floor surfaces must be swept to remove sand, grit, dirt, dust or other debris. Use a damp mop with water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

Standards- Properly maintained floor surfaces are free of dirt, sand, grits, dust, or any other debris or unsafe condition and appearance. Build-up in corners, edges, and under fixtures is not allowable.



Stairs and Landings

Specifications- Vacuum all stairs and landings with an industrial type canister or “BacPac” style cleaner for the removal of dirt, dust, lint, loose nap or other debris or foreign particles. All non-carpeted stairs will be mopped with water and a neutral cleanser. Handrails will be wiped with Virex or a similar product.

Standards- Stairs and landings must be cleaned for complete removal of debris, lint, dirt, sand, and other foreign objects.

Ice Melt/Urea Removal

Specifications- With a mixture of neutralizer/conditioner and a quality carpet cleanser use an extraction machine for the soiled and stained carpeted areas until no staining appears. This may take several extractions. Use a mixture of detergent and neutralizer as last rinse.

Standards- Carpets, rugs, and bare flooring shall have no staining, streaking, discoloration, or unsightly showing of ice melt or urea.

Restrooms

Specifications- Clean, sanitize and wipe dry the inside, outside, and underneath of all urinals, commodes, wash basins, bright work, toilet seats on both sides, under & around hinges, partitions, partition leg supports, plumbing fixtures, dispensers, doors, mirrors, and walls. Sanitize with Virex or similar approved product. Use stainless steel cleanser if applicable.

Restock all soap and paper towel dispensers ensuring all products are of the proper size for the dispenser. Remove trash from receptacles, reline. Sweep floor surfaces to remove dirt, sand, grit, dust or other unsightly matter. Mop floors with cleansing agent that leaves no residue on floor surfaces. Flush floor drains (if applicable) with hot water.

Standards- Properly cleaned restrooms will be free of all odors, stains, discolorations and deposits. High sanitary conditions will be maintained.

Showers

Specifications- Scrub and wipe dry inside and outside of all shower stalls, floors, bright work, partitions, plumbing fixtures, and shower doors with a solution of water and non-abrasive cleanser. Use a stainless steel cleanser if applicable. Use Virex or approved equal to sanitize previously specified items. Drains are to be cleaned and any debris removed. Mats on shower floors shall be disinfected and sanitized.

Standards- Properly cleaned showers shall be free of all odors, stains, discoloration and deposits. High sanitary conditions shall be maintained. No offensive odors shall be detected from showers, mats or drains. There shall be no soap or grime build-up on shower walls, seats, mats, or partitions.

Glass Surfaces & Mirrors

Specifications- Cleanse all glass surfaces with a cleanser that contains ammonia. Wipe dry with lint free cloth or squeegee.

Standards- Glass surfaces and mirrors shall maintain a clean, streak free appearance free of lint, blemishes, and any other unsightly appearances.



Exterior Entrances

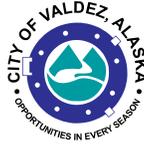
Specifications- The immediate area (25' radius) of all exterior entrance and exit doors shall be cleaned during regular custodial services. Sidewalk areas shall be swept with brooms to remove any other foreign matter. Where applicable, grates shall be removed from each "cut out" area and the underneath surfaces thoroughly cleaned. Walls in these areas are to be kept clean and free from residue.

Standards- Properly cleaned areas outside entrance and exit doors shall be free of all cigarette butts, trash, litter or any other foreign matter. Grate cut out areas shall be free of dirt, soiled spots, odors, discoloration, and other unsightly appearances.

Dusting-includes furniture, fixed surfaces, walls, blinds, etc.

Specifications- Dust all furniture and fixed surfaces with treated dust cloth. For painted wall surfaces, a non-treated dust cloth attached to a long handled tool shall be used to reach from baseboards to ceiling lines. Virex or similar agent shall be used to sanitize doorknobs, handrails, light switches, etc.

Standards- Properly cleaned and dusted surfaces shall show no signs of dust build-up or any residue accumulation on walls, light switches, doorknobs, handrails, etc.



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and GULF COAST, INC. dba CLEAN ALASKA (“Contractor”) is effective on the _____ day of _____, 2021.

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

Project: 2022 Janitorial Services
Contract No.: BM-049
Cost Code: 001-4200-44230

Contractor’s project manager under this agreement is Claudia Kipar.

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.

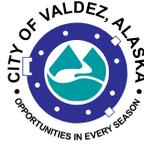
ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with Appendix B which is incorporated herein by reference.

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, 2022. The City of Valdez reserves the right to extend this contract by one (1) year increments for two (2) years, not to exceed a total contract period of three (3) years.



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
Professional Liability*	\$1,000,000	\$2,000,000

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

ARTICLE 6. Appendices

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

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



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

GULF COAST, INC. dba CLEAN ALASKA

CITY OF VALDEZ, ALASKA APPROVED:

Authorized Signature

Mark Detter, City Manager

Printed name

Date: _____

Date: _____

ATTEST:

Title: _____

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: _____

Date: _____

Mailing Address

RECOMMENDED:

City, State, Zip Code

Nathan Duval, Capital Facilities Director

Date: _____

Signature of Company Secretary or Attest

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Date: _____

Jon S. Wakeland

Date: _____



Appendix A Scope of Work

BASIC SERVICES

Agreement shall include providing all labor, materials, tools, equipment, transportation and supervision necessary to perform all Janitorial Services selected from the Building Frequencies, Standards & Specifications and Bid Schedule found in this contract, as well as other janitorial services as deemed necessary by the City of Valdez.

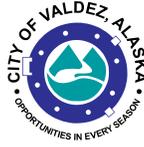
The scope of work is more specifically described in the bid documents dated September 21, 2021.

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 from the selected items from the Bid Schedule, as well as hourly rates provided dated September 21, 2021, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

This service agreement will serve as the basis of compensation and work will be authorized and billed via purchase orders.



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

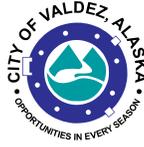
To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, 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.

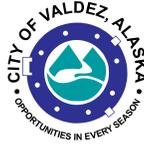
The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

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:

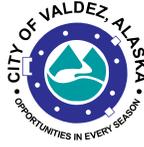
The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Contractor in the performance of this Agreement.

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.



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.

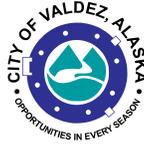
XIII. Claims and Disputes:

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 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 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.

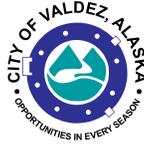
See attached links for reference:

<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

(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
Project Title: 2022 Janitorial Services
Contract No.: BM-049

TO: All Recipients

Date: September 15, 2021

SUBJECT: Addendum No.1

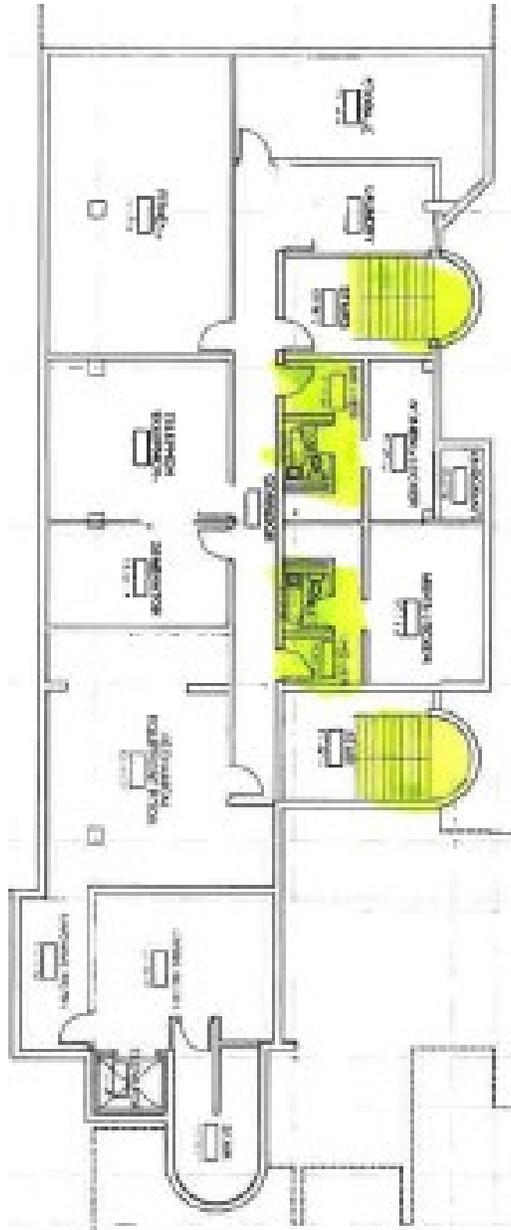
This Six (6) page Addendum forms a part of the project scope documents and modifies the project scope for the above-referenced project. **Acknowledge receipt of this Addendum in the space provided on the Bid Form.** Failure to do so may subject the Bidder to disqualification.

This Addendum makes the following changes and/or clarifications:

1. Question: Will City Hall floor plans showing which areas need to be cleaned be provided?
Response: The City Hall floor plans are shown below.
2. Question: When is the Valdez Medical Clinic site visit?
Response: September 16, 2021 at 7:00 PM. We will meet at the front door of the Clinic.
3. Question: Will any trash bags will be provided by the City?
Response: Fifty gallon and larger will be provided by the City.



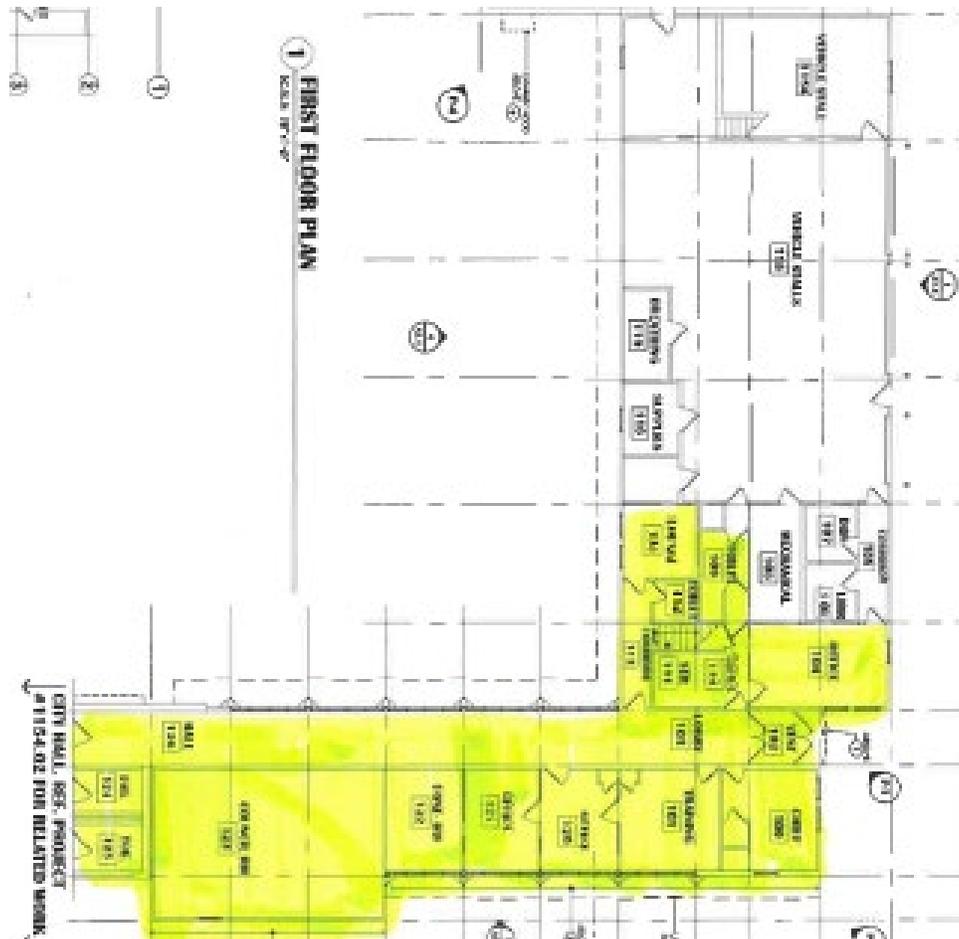
Police Department Basement
Areas in Green to be Cleaned
Bathrooms and Showers in Locker Rooms



Administration/HR/IT
Areas in Green to be Cleaned

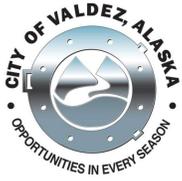


Community Development and Old Fire Station Offices
Areas in Green to be Cleaned



As well as 2nd Floor Training Room and stairs leading to it

End of Addendum



Legislation Text

File #: 21-0500, **Version:** 1

ITEM TITLE:

Approval of Contract Award to X-DLX Investments Corp in the Amount of \$69,840.00 for 2022 Janitorial Services

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$69,840.00

Unencumbered Balance: N/A

Funding Source: Various Funding Sources

RECOMMENDATION:

Approve of the contract award with X-DLX Investments Corp in the Amount of \$69,840.00 for 2022 Janitorial Services.

SUMMARY STATEMENT:

The janitorial contract renewal received bids from three contractors. All contractors currently hold contracts with the City. X-DLX Investment Corp was awarded the Animal Shelter, Airport Terminal, and the Capital Facilities, Finance, and Port Offices at the Airport. The total cost of the 2022 Janitorial Services Service Agreement with X-DLX Investments Corp is \$69,840.00. This general Service Agreement will also serve as a basis of compensation for additional services as necessary.

This service agreement is to be approved by Council to meet the City procurement requirements because the contract value will exceed \$100,000 over the life of the contract term.

Additionally, various scopes of the initial bid will be rebid following scope changes in order to fit within the proposed 2022 budget. The successful bidder on the rebid scopes will receive an amendment to their contract if currently under an approved agreement.

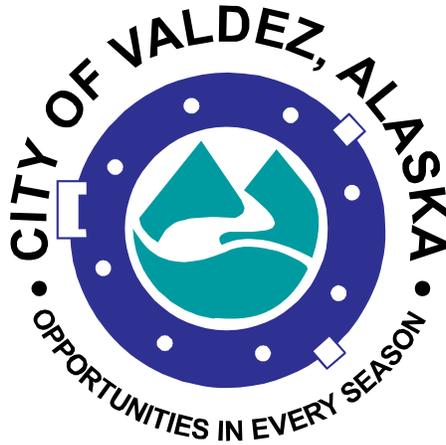
Summary of Proposals Received				Project: 2022 Janitorial Services									
Bid Opening				Contract No. TBD									
Date:	September 22, 2021 @ 2:00 PM												
Place:	Building Maintenance Shop Conference Room			Chugach Cleaning Company, LLC		Gulf Coast, Inc. dba Clean Alaska		X-DLX Investment, Inc		Engineers Estimate			
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Old Fire Station Offices	12	Mo	N/A	\$39,600.00	N/A	\$49,900.00	N/A	\$0.00		\$44,990.00		
2	Police Department	12	Mo	N/A	\$14,400.00	N/A	\$15,700.00	N/A	\$0.00		\$10,010.00		
3	Fire Station #1	12	Mo	N/A	\$18,000.00	N/A	\$26,500.00	N/A	\$23,700.00		\$22,000.00		
4	Council Chambers	12	Mo	N/A	\$7,800.00	N/A	\$14,500.00	N/A	\$0.00		\$7,810.00		
5	Animal Shelter	12	Mo	N/A	\$0.00	N/A	\$15,200.00	N/A	\$12,660.00		\$8,580.00		
6	Harbormaster Building and Facilities	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$34,920.00		\$55,000.00		
7	B-Float Comfort Station and New Harbor Comfort Station	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$27,960.00		\$0.00		
8	The New Harbor Warehouse and Facilities	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$47,940.00		\$0.00		
9	Library	12	Mo	N/A	\$21,600.00	N/A	\$0.00	N/A	\$24,840.00		\$18,040.00		
10	Recreation Center	12	Mo	N/A	\$21,600.00	N/A	\$39,200.00	N/A	\$34,860.00		\$31,526.00		
11	Pool	12	Mo	N/A	\$0.00	N/A	\$45,800.00	N/A	\$0.00		\$27,500.00		
12	Vehicle Maintenance Facility	12	Mo	N/A	\$6,600.00	N/A	\$10,200.00	N/A	\$13,680.00		\$6,820.00		
13	Building Maintenance Facility	12	Mo	N/A	\$5,400.00	N/A	\$14,900.00	N/A	\$11,940.00		\$7,590.00		
14	Baler Break Room and Baler Bathroom	12	Mo	N/A	\$5,400.00	N/A	\$8,200.00	N/A	\$0.00		\$6,270.00		
15	Airport Terminal	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$47,160.00		\$41,580.00		
16	Capital Facilities, Finance, and Port Offices at Airport	12	Mo	N/A	\$7,800.00	N/A	\$0.00	N/A	\$10,020.00		\$15,538.60		
17	Seasonal Comfort Stations (5)	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$34,980.00		\$13,750.00		
18	Seasonal Outhouses	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$17,940.00		\$6,380.00		
19	Goldfields Restrooms	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$7,200.00		\$5,280.00		
20	Mary Kevin Gilson Medical Clinic	12	Mo	N/A	\$48,000.00	N/A	\$58,900.00	N/A	\$0.00		\$54,450.00		
	Standard labor charge per hour charge				\$75.00/HOUR		\$38.50/HOUR		\$68.00/HOUR				
	Call-out, overtime, and holiday per hour charge				\$115.00/HOUR		\$65.00/HOUR		\$98.00/HOUR				
	(#) Addendum(s) Acknowledged				x		x		x				
	Bid Bond				x		x		x				
	Alaska Business License				x		x		x				
	Total Base Bid				\$196,200.00		\$299,000.00		\$349,800.00				
	Local bidder preference 10%												
	Total Adjusted Bid				\$140,400.00		\$58,900.00		\$69,840.00		\$383,114.60		
	The bid totals are subject to correction after the bids have been completely reviewed.												
	Totals have been reviewed												
	Totals have been corrected												
	I hereby certify that the above is a true and correct summary of proposals received.												

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: 2022 Janitorial Services
Contract Number: BM-050
Cost Codes: 001-4200-44230
510-4600-43400

Date: August 31, 2021



City of Valdez
Building Maintenance
555 West Egan
P.O. Box 307
Valdez, Alaska 99686

Project Manager/Contract Administrator:
Stanley Porritt, Facilities Maintenance Manager

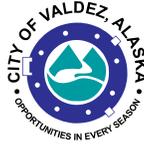


**City of Valdez
Contract Documents**

**Project: 2022 Janitorial Services
Contract Number: BM-050**

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**City of Valdez
Invitation to Bid**

August 31, 2021:

**Project: 2022 Janitorial Services
Contract Number: BM-050**

This project includes, but is not necessarily limited to:

Contract shall include providing all labor, materials, tools, equipment, transportation and supervision necessary to perform:

All Janitorial Services listed within the Building Frequencies, Standards & Specifications and Bid Schedule found in this contract.

The contractor needs to be aware that the separate bid items will be awarded in a manner most advantageous to the City of Valdez. This contract is renewable at the option of the city for two additional one-year terms.

The form of agreement for this contract will be a blanket Service Agreement and the City will issue purchase orders for the scopes of work assigned to the contractor and any additional service will be encumbered with additional purchase orders.

Sealed bids will be accepted until 2:00pm local time on September 22, 2021, at the office of the Facilities Maintenance Manger, 555 West Egan, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A mandatory pre-bid conference will be held at the Building Maintenance Shop Conference Room, 555 West Egan, Valdez, Alaska on September 14, 2021 at 10:00 am. A site visit to each of the facilities will follow.

Bid documents may be downloaded from the City of Valdez website at www.valdezak.gov; documents are located under “Bids” on the left hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

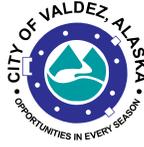
The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.



Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez “Standard Specifications, Division 10 ‘Standard General Provisions’”, as modified and included in this procurement, applies to the project.



**City of Valdez
Instructions to Bidders**

**Project: 2022 Janitorial Services
Contract Number: BM-050**

CAUTION:

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

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



3. Site Conditions

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

4. Addenda Requirements

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

5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ
2022 JANITORIAL SERVICES
CONTRACT NO. BM-050

FACILITIES MAINTENANCE MANGER
CITY OF VALDEZ
555 WEST EGAN
P.O. BOX 307
VALDEZ, AK 99686

DATE OF BID OPENING: SEPTEMBER 22, 2021

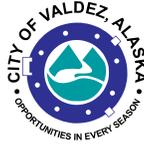
6. Preparation of Bids

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

The Bid Form will provide for quotation or price for all items. Bidders are not obligated to bid on all items. Mandatory bid items are identified on the bid schedule. Alternative bids will not be acceptable unless requested.

Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.

Facsimile number to use is (907) 835-5410.



7. Required Documents for Bid

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

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current Alaska Business License, Type 561720
- E. Copy of current City of Valdez Business Registration

8. Required Documents for Award of the Contract

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

- A. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- B. Certificate of good standing for a Corporation or LLC
- C. Non-collusion Affidavit
- D. Agreement (2 signed copies)
- E. City of Valdez Business Registration
- F. Executed W-9 Form

9. Bonding Requirements

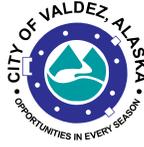
- A. Bid Security (Bid Bond or Certified Check)

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.



10. Bidder Qualifications

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

11. Withdrawal of Bids

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

12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

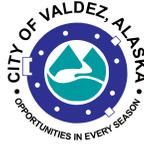
The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

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

Section 2.80.020 Definitions

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



1. If the bidder is a corporation or limited liability company, the bidder's primary business address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder's primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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

16. Award of Bid

The bid, if awarded, will be awarded based on past performance, ability to perform service based on supplied narrative, letters of reference, and cost, as determined by the terms of the Valdez Municipal Code and these documents.

17. Pre-Bid Conference

Refer to Invitation to Bid for information regarding the pre-bid conference.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Project Manager, the Contract Administrator, and the apparent low bidder(s).



**City of Valdez
Addendum Acknowledgement**

**Project: 2022 Janitorial Services
Contract Number: 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>9/17/21</u>	Initials	<u>[Signature]</u>
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

X-Dex Investments Corp
Company Name

B. NGI Doss Jr
Authorizing Name

9/22/2021
Date

President
Title

[Signature]
Signature



**City of Valdez
Bid Schedule
Page 1 of 3**

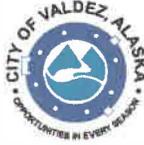
**2022 Janitorial Services Contract
Contract Number: TBD**

Item No.	Item Description	Quantity	Unit	Total Price for Item
1.	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Old Fire Station Offices	12	Mo	N/A
2.	Police Department	12	Mo	N/A
3.	Fire Station #1	12 1975 ⁰⁰	Mo	23,700 ⁰⁰
4.	Council Chambers	12	Mo	N/A
5.	Animal Shelter	12 1055 ⁰⁰	Mo	12,660 ⁰⁰
6.	Harbormaster Building and Facilities	12 2910 ⁰⁰	Mo	34,920 ⁰⁰
7.	B-Float Comfort Station and New Harbor Comfort Station	12 2330 ⁰⁰	Mo	27,960 ⁰⁰
8.	The New Harbor Warehouse and Facilities	12 3995 ⁰⁰	Mo	47,940 ⁰⁰
9.	Library	12 2070 ⁰⁰	Mo	24,840 ⁰⁰
10.	Recreation Center	12 2905 ⁰⁰	Mo	34,860 ⁰⁰



**City of Valdez
Bid Schedule
Page 2 of 3**

11.	Pool	12	Mo	N/A
12.	Vehicle Maintenance Facility	12 1140 ⁰⁰	Mo	13,680 ⁰⁰
13.	Building Maintenance Facility	12 995 ⁰⁰	Mo	11,940 ⁰⁰
14.	Baler Break Room and Baler Bathroom	12	Mo	N/A
15.	Airport Terminal	12 3930 ⁰⁰	Mo	47,140 ⁰⁰
16.	Capital Facilities, Finance, and Port Offices at Airport	12 835 ⁰⁰	Mo	10,020 ⁰⁰
17.	Seasonal Comfort Stations (5)	12 2915 ⁰⁰	Mo	34,980 ⁰⁰
18.	Seasonal Outhouses	12 1495 ⁰⁰	Mo	17,940 ⁰⁰
19.	Goldfields Restrooms	12 600 ⁰⁰	Mo	7200 ⁰⁰
20.	Mary Kevin Gilson Medical Clinic	12	Mo	N/A
	Total Base Bid (Items 1-20 only)	12 29,150 ⁰⁰	Mo	349,800 ⁰⁰
	Standard labor rate (straight time) charge per hour This line item is required (Do NOT add this amount in the total bid amount)	68 ⁰⁰	Hour	68 ⁰⁰
	Call-out, overtime, and holiday charge per hour This line item is required (Do NOT add this amount in the total bid amount)	93 ⁰⁰	Hour	93 ⁰⁰



City of Valdez
Bid Schedule
Page 3 of 3

Project: 2022 Janitorial Services
Contract Number: TBD

Total Base Bid Amount:

Three hundred forty nine thousand eight hundred ⁰⁰ Dollars zero Cents
(\$ 349,800)

I, Noel Dees, hereinafter called Bidder, an individual doing business as X-Dex Investment Corp, (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 22 day of Sept, 2021

BIDDER:

X-Dex Investment Corp
Company Name
Box 771
Address
Valdez AK 99686
City, State, Zip Code
831-2220
Telephone Number
27-1398939
Federal I.D. or S.S.N.

B. Neil Dees Jr
Authorizing Name
President
Title
[Signature]
Signature
neildees@gmail.com
Email Address

CORPORATE SEAL

ATTEST:
[Signature]
Signature of Corporate Sec.
Leticia Pineda Flores
Print Name

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

X-DLX INVESTMENTS CORPORATION

PO BOX 771, VALDEZ, AK 99686

owned by

X-DLX INVESTMENTS CORPORATION

is licensed by the department to conduct business for the period

December 7, 2020 to December 31, 2022
for the following line(s) of business:

23 - Construction; 56 - Administrative, Support, Waste Management and Remediation Services



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 Anderson
Commissioner

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

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #1047491

LICENSE DETAILS

License #: 1047491

[Print Business License](#)

Business Name: X-DLX INVESTMENTS CORPORATION

Status: Active

Issue Date: 01/12/2017

Expiration Date: 12/31/2022

Mailing Address: PO BOX 771
VALDEZ, AK 99686

Physical Address: 360 LOWE ST
VALDEZ, AK 99686

Owners

X-DLX INVESTMENTS CORPORATION

Activities

Line of Business	NAICS	Professional License #
23 - Construction	238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS	119779
56 - Administrative, Support, Waste Management and Remediation Services	561720 - JANITORIAL SERVICES	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

Start Date	End Date
1/1/2019	1/6/2019

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

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download /
 Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	X-DLX Investments Corporation

Entity Type: Business Corporation

Entity #: 124820

Status: Good Standing

AK Formed Date: 11/6/2009

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: PO BOX 771, VALDEZ, AK 99686

Entity Physical Address: 360 LOWE ST, VALDEZ, AK 99686

Registered Agent

Agent Name: Barry Neil Dees

Registered Mailing Address: Po Box 771, Valdez, AK 99686

Registered Physical Address: 360 Lowe St, Valdez, AK 99686

Officials

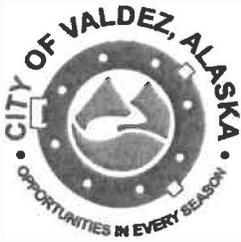
Show Former

AK Entity #	Name	Titles	Owned
	BARRY DEES	President, Treasurer, Director	
	LETICIA PINEDA FLORES	Director, Secretary, Shareholder	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
11/06/2009	Creation Filing	Click to View	
7/19/2011	Initial Report	Click to View	
7/19/2011	Biennial Report	Click to View	
12/31/2013	Admin Dissolution		Click to View
12/24/2014	Biennial Report	Click to View	
12/24/2014	Reinstatement	Click to View	Click to View
2/19/2015	Biennial Report	Click to View	
2/19/2015	Certificate of Compliance		Click to View
2/07/2017	Biennial Report	Click to View	
8/28/2019	Biennial Report	Click to View	
2/09/2021	Biennial Report	Click to View	

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CITY OF VALDEZ BUSINESS REGISTRATION APPLICATION 2021 RENEWAL FORM

SEP 21 2021
M

All fields are required. If not applicable, please mark with N/A or dash.
For renewals only. If business was not registered in 2020, use standard form.

BUSINESS INFORMATION

Business Name X-Dex Investment Corp

Business Description Territorial

Business Phone Number 831-2220

Business Email neil.does@gmail.com

Business Mailing Address Box 771

Business Physical Location Address ~~760 Lake St~~
755 Airport Rd

Location Type (check one) OWN RENT

Is the location also your residence/home? (circle) YES NO

BUSINESS OWNER INFORMATION

Name Leticia Pineda Flores

Email neil.does@gmail.com

Phone 831 2220

Primary Contact? (circle) YES NO

MANAGER INFORMATION (if applicable)

Name Neil Does

Email neil.does@gmail.com

Phone 831 2220

Primary Contact? (circle) YES NO

NUMBER OF EMPLOYEES (including self)

Full Time (year-round) 3 Part Time (year-round) 8

Full Time (seasonal) ~~3~~ 4 Part Time (seasonal) 6

HAZARDOUS MATERIALS

Does your business require any hazardous materials (flammable, corrosive, etc.)? (circle) YES NO

If yes, list materials and storage location _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2021

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 DML Insurance Services 4005 20th Ave W Ste 132 Seattle WA 98199-	CONTACT NAME:		
	PHONE (A/C No, Ext): (206)838-9077	FAX (A/C No): (206)838-9076	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Fire & Casualty		24066
INSURED X-DLX Investments, Inc. PO Box 771 Valdez AK 99686-	INSURER B: Century Surety Ins Co		36951
	INSURER C: Ohio Casualty Ins Co		24074
	INSURER D: Ohio Security Ins Co		24082
	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 WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		CCP-972708	04/03/2021	04/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57022250	04/03/2021	04/03/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> 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	XWA54639691	04/03/2021	04/03/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Inland Marine Coverage			BMO59509984	04/03/2021	04/03/2022	Sched Equip Limit \$206,300 Unsched Equip Limit \$15,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Valdez is listed as Additional Insured with respect to: contract on file with the insured.

CERTIFICATE HOLDER

CANCELLATION

AI 667

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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CASHIER'S CHECK

0169400962

0001694 11-24
Office AU # 1210(8)

Remitter: X-DLX INVESTMENTS INC
Operator I.D.: u452612

September 17, 2021

PAY TO THE ORDER OF *****CITY OF VALDEZ*****

****Fifteen Thousand and 00/100 -US Dollars ****

****\$15,000.00****

Payee Address:
Memo:

VOID IF OVER US \$ 15,000.00

WELLS FARGO BANK, N.A.
337 EGAN DR
VALDEZ, AK 99686
FOR INQUIRIES CALL (480) 394-3122


Authorized Signature

Security Features Included. Details on Back.

CASHIER'S CHECK

0169400989

0001694 11-24
Office AU # 1210(8)

Remitter: X-DLX INVESTMENTS CORPORATION
Operator I.D.: u687219

September 21, 2021

PAY TO THE ORDER OF *****CITY OF VALDEZ*****

****Two Thousand Four Hundred Ninety and 00/100 -US Dollars ****

****\$2,490.00****

Payee Address:
Memo:

VOID IF OVER US \$ 2,490.00

WELLS FARGO BANK, N.A.
337 EGAN DR
VALDEZ, AK 99686
FOR INQUIRIES CALL (480) 394-3122


CONTROLLER

Security Features Included. Details on Back.



**City of Valdez
Bid Bond**

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 Obligee, hereinafter called the Obligee, 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

Not Required

**Project: 2022 Janitorial Services
Contract Number: BM-050**

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

Signed and sealed this _____ day or _____, 202_____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



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

**Project: 2022 Janitorial Services
Contract Number: BM-050**

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: 2022 Janitorial Services
Contract Number: BM-050**

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

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

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

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

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



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

**Project: 2022 Janitorial Services
Contract Number: BM-050**

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

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires: _____

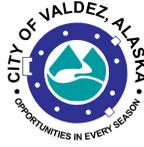


**City of Valdez
Special Provisions**

**Project: 2022 Janitorial Services
Contract Number: BM-050**

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**City of Valdez
Special Provisions**

**Project: 2022 Janitorial Services
Contract Number: BM-050**

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 perform:

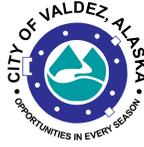
All Janitorial Services listed within the **Frequencies, Standards & Specifications and Bid Schedule** found in this contract.

The contractor needs to be aware that the separate bid items will be awarded in a manner most advantages out the City of Valdez.

Please reference City code 2.80.065: Competitive bidding

F. Evaluation and Award. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the criteria set forth in the invitation to bid. In determining whether a bidder is responsible the city may consider:

1. The qualifications, ability, capacity and skill of the bidder to perform the contract;
2. The availability of the bidder to perform the contract within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance by the bidder of previous contracts;



5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract.

SP 03 Time of Completion

The term of the contract shall be for twelve (12) months. The contract will commence on January 1, 2022 and end December 31, 2022. The contract is renewable at the option of the City of Valdez for two (2) additional one (1) year terms.

All work shall be in accordance with the Contract Documents according to the schedule set forth in the bid form. All work items listed in the bid for shall be completed according to the scheduled frequency unless written notification to change the schedule is received from the City.

Liquidated damages will be assessed in a sum equal to wasted staff hours and lost revenue for each calendar day that a scheduled work item is not performed, not to exceed two hundred dollars (\$200) per calendar day. Special work items will be scheduled with the contractor at least two weeks in advance.

SP 04 Special Site Conditions

General

All work sites are facilities currently operated by the City. The contractor shall have visited each site prior to bidding the work to become familiar with special circumstances at each site. Work performed by the contractor shall be performed with as little disruption to activities of the employees and public as possible. The safety of the public shall always be the highest priority.

Smoking

Contractors shall inform their employees that there shall be no smoking in any City facility.

SP 05 Security Requirements

Several types of security systems are utilized at various City facilities. Contractors are required to acquaint themselves and their employees with the specific security measure in effect at each facility. All persons entering any City facility after normal closing hours shall have proper identifications, i.e. company id. Some facilities will have “manned” security personnel in conjunction with electronic security. In these areas, all security requirements must be strictly adhered to.



The contractor shall be required to furnish to the City Contract Administrator a cleaning schedule for each facility and a list of employees working at each facility. The list shall show the employee's full name and list of City keys held in their possession, if applicable. This list shall be kept current with the Contract Administrator for the life of the contract.

City Building Keys: The contractor shall be responsible for safe keeping of any keys signed for through the life of the contract and shall be liable for any costs associated with re-keying a facility due to negligence. The Contract Administrator shall be notified immediately when keys are lost or non-functional.

Unsecured Facility Procedures: Contractor personnel are advised not to enter a facility upon arriving and discovering the entrance doors to be unsecured. The police shall be called immediately to investigate for unsafe or dangerous conditions that may exist at the building and pose life-threatening situations for contract employees. All doors (entry and office) must be closed and locked upon completion of service.

Unauthorized Entry: Only contract employees are to be allowed access into City facilities after normal working hours. Visitors, including spouses and children, shall not accompany contract employees into a City facility after normal working hours.

SP 06 Qualifications of Workers

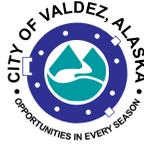
All contract employees shall be experienced and capable to perform work in the required field.

The contractor agrees to provide at all times a competent foreman or supervisor for the life of this contract. The contractor's personnel shall, at all times, present a neat and clean appearance. All work listed within this contract shall be performed and all complaints shall be handled with due regard to the City of Valdez Public Relations. The contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the City Contract Administrator, the contractor shall replace any incompetent, abusive, or disorderly person employed by the contractor. The City Contract Administrator may require removal from work site those contract employees who are deemed objectionable and whose continued employment on City premises is deemed contrary to the interest of the public or inconsistent with the best interest of the City.

SP 07 City's Contract Administrator

This bid form identifies the City Contract Administrator.

Incidents, altercations, or accidents involving the contractor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Administrator, at his/her discretion, may require a written report from the contractor describing the incident or accident.



Upon request or necessity the Contract Administrator will accompany the contractor to the work areas to further clarify or describe procedures or methods. The City of Valdez reserves the right to call periodic meetings with the contractor on an as needed basis to discuss and evaluate the performance of the contractor.

The Contract Administrator reserves the right to request at any time, that timesheets be provided listing employees, dates and times that services were rendered.

After hours emergencies shall be reported to the Valdez Police Departments, 835-4560 or 911. Emergencies or hazardous conditions during business hours shall be reported to the VPD as well as the Contract Administrator.

Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect visitors from injury. It is the contractor's responsibility to provide close supervision of maintenance operations and management of the site. Examples of problems the contractor is expected to report immediately are: Vandalism of any kind to include graffiti, plumbing or electrical malfunctions, safety issues, etc. Any issues or suggestions that may arise shall be addressed to the Contract Administrator as soon as possible.

SP 08 Materials and Supplies

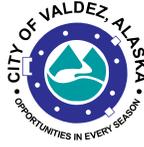
All paper supplies, soaps, dispensers, batteries and air fresheners necessary to complete the contract shall be provided by the City of Valdez. The contractor is responsible for providing the necessary equipment, tools, cleaning solutions, and trash bags to complete this project. Cleaning solutions must be approved in advance prior to using. The contractor must supply the SDS sheets for all cleaning solutions used at each facility.

SP 09 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 10 Coordination and Schedule

All work times shall be coordinated and approved by the Contract Administrator prior to commencing work. The specifications and standards listed in Section 90.02 Scope of Work shall be used to complete the rest of this contract. The contractor shall provide to the Contract Administrator with a scheduled time or services within ten (10) working days of the Notice of Intent to Award.



The City of Valdez closely follows the same holiday schedule as the State of Alaska. In 2022, these include New Year's Day, Martin Luther King Jr. Day, Presidents Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, ½ of Christmas Eve and Christmas Day.

SP 11 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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

SP 12 Permits

The Contractor shall obtain all licenses and permits that are required to do the work as set forth in the Scope of Work.

SP 13 Award of Contract

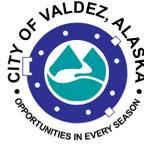
The award of the Basic Bid Contract for each item number will be made independently. The City of Valdez reserves the right to combine item numbers for award as deemed in the best interest of the City.

SP 14 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 15 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. All invoices must include the contract number. If these are not included, payment may be delayed. All invoices must reflect the information listed in the table below. Timely payment to the contractor is contingent upon the receipt of invoices by the Contract Administrator.



Invoices are due to the City of Valdez, PO Box 307, Valdez, AK 99686 no less than thirty (30) days prior to due date. Billing for outside entities should be mailed directly to that specific entity. Payments may be withheld on account of defective work; damage to City property caused by contractor or their employees or subcontractors; unsatisfactory prosecution of work; failure to pay suppliers, subcontractors or wages promptly; or any other breach of conditions set forth in these documents. Monthly and final payments will be withheld until work is completed or conditions are corrected. This final payment schedule applies only if the contract has not been terminated by the City or breached by the contractor.

The City of Valdez requires that the contractor provide the following information quarterly with their invoice for payment:

1. Proof of unemployment tax clearance from the Department of labor and Workforce Development.
2. Proof of federal tax filings for business to show current
3. Proof of current insurance (must have proper coverage requirements set forth by the City, including worker's compensation coverage.)

Important Note: If the above required items are not submitted with the contractor's invoices for the months of April, July, September and December then payment will be withheld until these items are brought current. These items will be verified for release of payment.

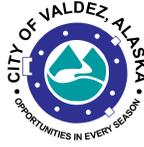
Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any 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 16 Penalty Terms of Contract

Damages or Losses

Any loss or damage to property in the building or to the building caused by the contractor or their employee shall be promptly repaired or replaced to the satisfaction of the City at the expense of the contractor. Failure on the part of the contractor to repair or replace lost or damaged property within twenty-four (24) hours conveys the undisputed authority of the City to call an independent contractor to repair or replace the lost or damaged property and to withhold the total sum for payment on the next billing statement. The City will provide an invoice, as proof of having incurred a financial obligation pursuant to this paragraph to the contractor.



The contractor agrees to accept verbal notice by the City with respect to lost or damaged property and further agrees that twenty-four (24) hour limitation will commence at the time and date of verbal notification.

Joint Inspections

Representatives of both parties will conduct, as designated by the City, joint inspections of the City facilities to evaluate the completeness and quality of services rendered by the contractor. Date and time of inspections will be prescribed by the City. The City of Valdez reserves the right to call a joint inspection at any given time.

Facility Cleaning

Contractor authorizes the City to impose a financial penalty of (\$200.00) per discrepancy, if in the opinion of the City, the services rendered are unsatisfactory or incomplete. All service requirements are clearly listed in the Building Frequencies, Standards and Specifications documents. All items listed must be completed at each cleaning. The penalty will be executed by the City withholding the appropriate sum from the monthly payment. The penalty will not be imposed in a capricious manner or without tangible evidence as to incomplete or unsatisfactory services. Failure to correct deficiencies or problems of a repetitive nature shall be reason for withheld payment or termination of contract.

SP 17 City's Right to Terminate Contract

The city may terminate the contract for default per the provisions set forth in Section 5.29 of Division 10 of the April 2003 COV Standards and Specifications.

SP 18 Frequencies, Standards and Specifications

The Building Frequencies, Standards and Specifications are to be considered the scope of work for this contract.

SP 19 Allowance/Markup on Change Orders

On self-performed work, in addition to the direct costs of labor and material incurred by the Contractor, the Contractor shall be entitled to an allowance/markup of ten percent (10%) of the direct cost of work for profit and overhead. On subcontracted work, Contractor shall be allowed a five percent (5%) allowance/markup of the Subcontractor's direct costs. These percentage allowances are inclusive of any management time required to prepare and process the change order. This allowance does not apply to owned or rented equipment.

If Work is performed by a Subcontractor, the Subcontractor actually performing the Work shall be entitled to those allowances for overhead and profit listed above plus an additional five percent (5%) for management and supervision of the additional work.



Each subsequent higher tiered Subcontractor or Contractor shall be allowed no more than an additional five percent (5%) of the Subcontractor's direct costs. In no case shall total cumulative markup on direct costs exceed thirty percent (30%).

If lower markups are established via bid forms or negotiation, the lower markups shall apply to change orders.

The allowance made in accordance with the terms outlined above will be understood to be complete reimbursement and compensation for all project office and office staff, general office overhead, use of tools, and small equipment, overhead expenses, bond cost, insurance premiums, profits, indirect costs, delays impacts on the rest of the Work and losses of all kinds and other items of cost not specifically designated. No other reimbursement, compensation or payment will be made for time and material work.

Any allowance made by the Contractor to a Subcontractor, other than specified herein, shall be at the expense of the Contractor.

SP 20 No State Liability

The State of Alaska and its Department of Commerce, Community, and Economic Development are not liable for damages or claims from damages arising from Contactor's performance or activities under the terms of this Contract.

SP 21 Equal Employment Opportunity

The City is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The City shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out this provision. Contractor and any Subcontractors are also bound these provisions.



City of Valdez
Building Frequencies, Standards and Specifications
2022 Janitorial Services
Contract Number: BM-050

Frequencies

City Hall Building- Administration, Clerks, Lobby, Human Resources and IT Dept:
Services to be performed *once daily* Monday-Friday after 6:00 PM

Daily Services

1. Bathrooms-empty wastebaskets including sanitary napkin containers. Clean wastebaskets inside and out; reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces with commercial grade cleanser. Scrub sinks, toilets, and urinals to include underside with commercial cleanser. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Remove rugs from floors if applicable, sweep and mop floors. **DO NOT REPLACE RUGS ON WET FLOOR SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
2. Scrub down water fountains.
3. Offices-remove trash from wastebaskets, clean cans, and reline. Wipe down & sanitize hard surfaces such as counter tops or desks, if free of paperwork or personal effects.
4. Vacuum high traffic areas (main hallways, foyers); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot treat carpet and trim runners as needed.
5. Vacuum stairs leading to upstairs offices. Wipe down handrails with Virex or approved equal.
6. Clean all foyer windows (both sets) with Windex or similar cleaning solution; clean both sides of glass partition and other windows in the front office.
7. Wipe doorknobs, ADA buttons, handrails, and light switches with sanitizing agent.
8. Prevent urea/salt from accumulating in foyer during the winter season.
9. Outside- police exterior circumference of building for trash, cigarette butts, etc. Sweep sidewalks. Clean outside trash cans and ash urns.

Weekly Services

1. Vacuum offices, printer and printer room, storage area, and other low traffic areas to include elevator; paying attention to wall edges, corners and behind doors. Vacuum under desks after moving chairs and trash cans. Wipe down chair mats.
2. Vacuum elevator, wipe down buttons with Virex or approved equal.
3. Dust hard surfaces, window ledges, picture frames, etc. Wipe down walls and partitions in restrooms with Virex or approved equal.
4. Wipe down metal door frames, window sills & trim.



Community Development and Old Fire Station Offices

*Services to be performed **once daily** Monday-Friday after 6:00 pm*

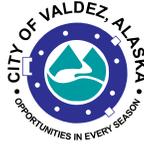
Daily Services

1. Bathrooms (men's room located in first bay of Old Fire Station.) Empty wastebaskets. Wipe down inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and undersides of sinks, toilets, and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
2. Vacuum high traffic areas (main hallways, foyer) and office areas; paying attention to wall edges, corners, under registers, and behind doors. Vacuum under desks after moving chairs and trash cans. Clean chair mats. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
3. Offices- remove trash from receptacles, clean can and reline. This includes the upstairs Training Room.
4. Sweep and mop stairs leading to Training Room. Wipe down handrails with Virex or approved equal.
5. Clean and disinfect all countertop areas.
6. Wipe doorknobs, handrails and light switches with sanitizing agent.
7. Empty trash bin and ash urn outside of Old Fire Station door and pick up any debris or trash in the area. Sweep sidewalk.
8. Prevent urea build-up in front of door during winter season.

Weekly Services

1. Clean all glass windows/partitions in hallways, or more often as needed.
2. Dust all picture frames, window ledges, heat registers, etc.
3. Wipe down walls and cove base in bathrooms.

*Note: This will be subject to change pending renovation projection beginning Winter 2021.



Police Department

Important: *Anyone that will be working in the Police Department must pass a background check prior to starting work. Individuals who do not pass a background check will not be able to enter the Police Department.*

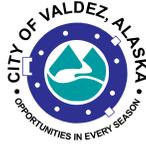
Services to be performed 5 times per week: Monday – Friday

Daily Services

1. Bathrooms- Empty wastebaskets, clean inside and out, reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals; scrub showers (basement). Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe doorknobs and light switches with sanitizing agent.
2. Vacuum high traffic areas (main hallway, stairs, foyer); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
3. Sweep and mop all vinyl floor surfaces in downstairs hall and break room. Remove any rugs or mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
4. Wipe doorknobs, handrails and light switches with sanitizing agent.

Weekly Services

1. Clean all glass windows/partitions in hallways and overlooking foyer weekly or more often as needed.
2. Dust all picture frames, window ledges, heat registers, etc.
3. Vacuum low traffic areas, to include offices, paying attention to edges, corners, under registers and behind doors. Vacuum under desks after moving chairs and trash can. Clean chair mats.
4. Wipe down walls and cove base in all restrooms.



Fire Department

Important: *Anyone working in the Fire Department must pass a background check prior to starting work.*

Services to be performed 5 times per week: Monday-Friday

See Fire Station #1 floorplan showing area to be cleaned.

Daily Services

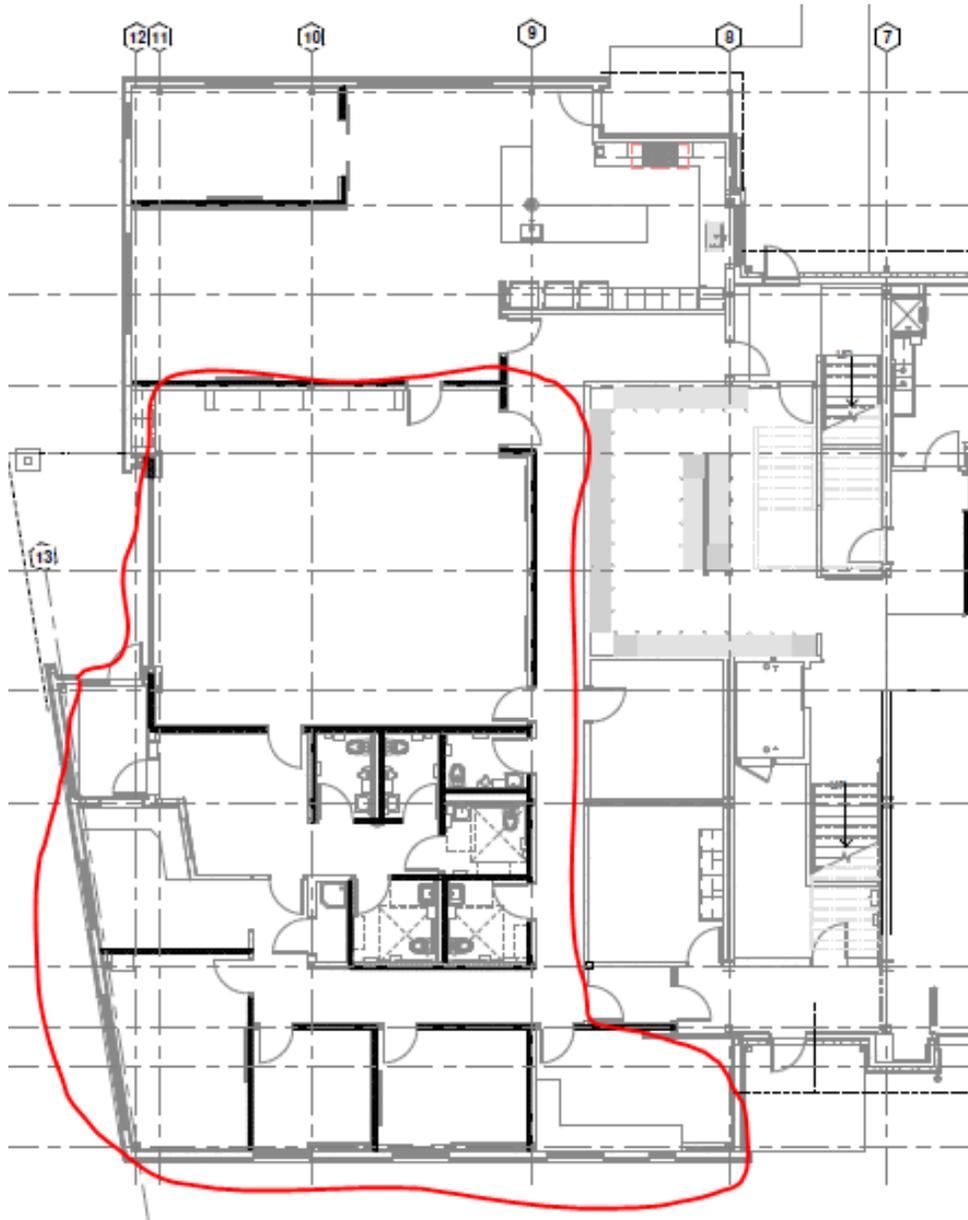
5. Bathrooms- Empty wastebaskets, clean inside and out, reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe doorknobs and light switches with sanitizing agent.
6. Sweep and mop all hard floor surfaces in main hallway and foyer. Remove any rugs or mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
7. Remove trash from receptacles, clean can and reline, offices and reception area.
8. Wipe doorknobs, handrails and light switches with sanitizing agent.

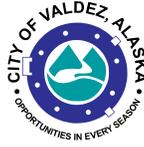
Weekly Services

5. Clean all glass windows/partitions in hallways and foyer weekly or more often as needed.
6. Dust all picture frames, window ledges, heat registers, etc.
7. Vacuum low traffic areas, to include offices and training room, paying attention to edges, corners, under registers and behind doors. Vacuum under desks after moving chairs and trash can. Clean chair mats.
8. Wipe down walls and cove base in all restrooms.



Floorplan of Fire Station #1 Showing Area to be Cleaned





City Council Chambers

Services to be performed once daily Monday-Friday after 6:00 pm

Note: Cleanings cannot take place during City Council Meetings

Daily Services

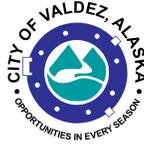
1. Bathrooms- empty wastebaskets; clean cans inside and out; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom floors.
2. Sweep and mop foyer floors. Remove any mats/rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
3. Wipe down doorknobs, ADA buttons, and light switches with sanitizing agent.
4. Kitchen- remove trash and wipe down can- both inside and out; reline. Clean wall behind and around can area. Clean, disinfect and sanitize sink and countertop area. Wipe down faucet. Sweep and mop floor. Remove rugs/mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
5. Remove trash from all other cans. Clean cans inside and out; reline. Wipe down walls in surrounding area.
6. Vacuum main floor area and behind council area. Vacuum foyer rug, mop floor. Prevent urea build up in front of doors and on mats.
7. Police exterior circumference of building. Remove trash and debris from sidewalks. Sweep sidewalk. Empty ash urns and clean.

Weekly Services

1. Dusting- includes all fixed and decorative desks/furniture, picture frames, window ledges, and heat registers.
2. Clean foyer windows/doors, or more often as needed.

Monthly Services

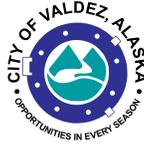
1. Vacuum chairs.



Animal Shelter

Services to be performed 3 times per week (Monday, Wednesday and Friday) after 6:00 pm.

1. Hallway- Sweep and mop. Remove any rugs or mats prior to sweeping. DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY. Vacuum rugs prior to replacing.
2. Cat Room- clean and disinfect countertop, including sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.
Monthly: Sweep and mop under rolling cat condos.
3. Reception and Office Area- wipe down all hard surfaces. Remove trash, wipe cans inside and out; reline. Sweep and mop. Wipe down door knobs and light switches with sanitizing agent.
4. Break Room- wipe down all hard surfaces and sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.
5. Training Room- clean and sanitize sink and countertop areas. Remove trash, wipe cans inside and out; reline. Sweep and mop.
6. Bathroom- scrub and sanitize toilet, sink and underside of sink. Remove trash, wipe cans inside and out; reline. Replace any soap and paper products as needed. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom floor.
7. Windows- clean lobby, cat room, office and glass door windows as needed.
8. Small Animal Room (now located up front next to the bathroom) - wipe down all hard surfaces and sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.



Harbormaster Building – Upstairs Offices

Services performed: **June 1st-August 31st** cleanings are to take place **4 times per week**, before 7:00 a.m. or after 10:00 p.m.

September 1st-May 31st cleanings are to take place **two times per week** before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Bathroom- Empty wastebaskets; clean inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilet. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Vacuum main floor and all office areas. Spot treat carpet and trim runners as needed. Vacuum under desks after moving chairs and trash cans. Wipe down chair mats.
3. Clean, disinfect and sanitize walls and other hard surfaces such as counter tops and desks, if free of paperwork or personal effects. Wipe down doorknobs and light switches with sanitizing agent.

Weekly Services

1. Dust picture frames, heat registers, window ledges, etc.

Harbormaster Building – Downstairs Restrooms

January 1st-April 30th: Cleanings are to take place once daily in the mornings from 5:00 a.m.-6:00 a.m. or as mutually agreed upon by Owner and contractor.

May 1st – May 31st: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. –5:00 p.m or as mutually agreed upon by Owner and contractor.

June 1st – August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th – September 30th: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. - 5:00 p.m. or as mutually agreed upon by Owner and contractor.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Showers- With a hard bristle brush, scrub down walls and floor after removing duck boards. Remove hair from drains. Scrub seat areas. Rinse. Replace duck boards.
2. Toilet areas- clean, disinfect, and sanitize toilets, urinals and partitions.
3. Sinks- clean, disinfect and sanitize sinks, countertops, mirrors and wipe down surrounding wall area.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floor.



6. Clean and disinfect entry doors.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.
8. Wipe down seat benches in the main area of the restrooms.

B-Float Comfort Station and New Harbor Comfort Station

May 1st-May 31st: Cleanings are to take place **twice daily** – Morning cleanings will be from 5:00 a.m. - 6:00 a.m. and the second cleaning is to take place between the hours of 8:00 p.m. - 10:00 p.m. or as mutually agreed upon by Owner and contractor.

June 1st- August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th- September 30th: Cleanings are to take place **twice daily** – Morning cleanings will be from 5:00 a.m. – 6:00 a.m. and the second cleaning is to take place between the hours of 8:00 p.m. - 10:00 p.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Bathroom – empty wastebaskets; clean inside and outside of cans; reline.
2. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces.
3. Scrub toilet bowls, sinks, urinals, and the undersides of sinks and toilets.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floors.
6. Wipe down doorknobs and light switches with sanitizing agent.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.

New Harbor– Warehouse Office and Staff Restroom

Services performed: **June 1st-August 31st** cleanings are to take place **4 times per week**, before 7:00 a.m. or after 10:00 p.m.

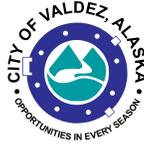
September 1st-May 31st cleanings are to take place **two times per week** before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Bathroom- Empty wastebaskets; clean inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilet. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Office- Clean, disinfect and sanitize walls and other hard surfaces such as counter tops and desks, if free of paperwork or personal effects. Wipe down doorknobs and light switches with sanitizing agent.

Weekly Services

1. Dust picture frames, heat registers, window ledges, etc.



Warehouse- Public Laundry Area

Services performed daily before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Empty wastebaskets; clean inside and outside of cans; reline.
2. Clean, disinfect and sanitize walls and other hard surfaces such as counter tops.
3. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.

New Harbor– Warehouse- Public Restroom/Showers

January 1st-April 30th: Cleanings are to take place once daily in the mornings from 5:00 a.m.-6:00 a.m. or as mutually agreed upon by Owner and contractor.

May 1st – May 31st: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. –5:00 p.m. or as mutually agreed upon by Owner and contractor.

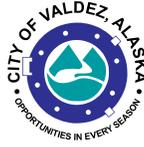
June 1st – August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th – September 30th: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. - 5:00 p.m. or as mutually agreed upon by Owner and contractor.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Showers- With a hard bristle brush, scrub down walls and floor after removing duck boards. Remove hair from drains. Scrub seat areas. Rinse. Replace duck boards.
2. Toilet areas- clean, disinfect, and sanitize toilets, urinals and partitions.
3. Sinks- clean, disinfect and sanitize sinks, countertops, mirrors and wipe down surrounding wall area.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floor.
6. Clean and disinfect entry doors.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.
8. Wipe down seat benches in the main area of the restrooms.



Ports and Harbor Restroom Cleaning Procedures

Safety Precautions;

Read and understand the chemicals and equipment required for the job. Ensure you are current on the Blood Borne Pathogens training and have current immunization shots for Hepatitis. B. PPE has been inspected and is of the appropriate size.

Step 1: Assemble needed supplies and safety equipment

Be sure to wear goggles, protective gloves, rubber-soled shoes and long sleeves when cleaning a restroom.

Some or all of this equipment may be necessary;

- *Trigger Sprayer & Bottles*
- *Micro Fiber Clothes (Red, Yellow, Blue)*
- *Liners for Receptacles*
- *Bowl Swab*
- *Wet Mop*
- *Mob Bucket /w Wringer*
- *Inspection Mirror*
- *Broom & Dust Pan*
- *Wet Floor Sign*
- *PPE- Gloves and Safety Glasses*
- *Non-Acid Blow Cleaner*
- *Glass Cleaner*
- *Disinfectant Cleaner*
- *Hand Soap*
- *Paper Towels*
- *Toilet Paper*
- *Sanitary Napkins*

Step 2: Place Cautions Signs and close doors to the public

Step 3: Sweep and Refill

1. Dust all vents, partitions and lights (top to bottom)
2. Sweep floor with a broom
3. Empty trash containers
 - a. Never compress the trash; always be careful of sharp objects that may be sticking out of the liners.
 - b. Disinfect the receptacles and reline after dry.
4. Refill all soap dispensers
 - a. Always top off, or replace cartridge when below 20%
5. Fill paper towel dispensers
 - a. Unlock and refill, careful to open slowly.
 - b. Close and re-secure the lock.



6. Refill toilet tissue
 - a. Unlock and refill, ensure unwinds over the top.
 - b. Close and re-lock.
7. Refill seat cover dispensers.

Step 4: Pre-Treat Toilets & Urinals

1. First flush each toilet and urinal. This is done to ensure that each unit is free of contamination and functioning properly. *(Report any damage or malfunctioning units to your supervisor.)*
2. For urinals, remove objects with gloves and place the urinal screen on a paper towel on the floor during cleaning.
3. Apply bowl cleaner evenly with red bowl swab.
4. Allow product to work 2-5 minutes, or per manufacturer's instructions.

Step 5: Clean Sinks, Mirrors, Countertops, Showers

1. Using a yellow microfiber or disposable cloth, spread disinfectant cleaner evenly over the entire sink.
2. Allow product to work 1-2 minutes, or per manufacturer's instructions, then rinse with clean water.
3. Using a yellow cleaning brush, spread disinfectant cleaner evenly over entire shower stall surface.
4. Allow product to work 1-2 minutes, or per manufacturer's instructions, then scrub and rinse with clean water.
5. Spray mirrors with streak free glass cleaner and wipe clean with blue microfiber or disposable cloth.

Step 6: Return to Toilets and Urinals

Swab toilet bowls and urinals with red toilet brush as you flush to rinse. (Pay close attention to the underside of the flush ring)

Step 7: Clean Walls and Fixtures

1. Using a yellow microfiber or disposable cloth, wipe the sink, faucets, and counter tops.
2. Change cloths and wipe the walls and partitions.
3. Change to red microfiber or disposable cloth and wipe the outsides of the toilets and urinals.

Step 8: Prepare Floor Cleaning solution

Follow instructions on the product and use a clean mop.

Step 9: Mop Floor

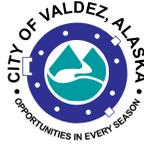
Mop from the farthest corner out. Be certain to clean the corners and the edges. Work your way out of the restroom by working towards the door.

Step 11: Allow Floor to Dry and inspect

Inspect your work prior to opening them back up to the public.

Step 12: Clean and Wash equipment

1. Be sure to clean and wash equipment at the end of each shift.
2. Report any damaged or non-functioning equipment to your supervisor.
3. Report inventory items that are low to your supervisor.
4. Wash and disinfect your hands, arms and face with warm soapy water.



Library

Services to be performed **once** daily, upon close of facility.

Daily Services:

1. Bathrooms- Empty all wastebaskets; clean cans inside and out; reline. Clean, and sanitize mirrors, countertops and other hard surfaces such as light switches and door knobs. Scrub toilet bowls, urinals, sinks and the underside of sinks and toilets. Restock all soap and paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors.
2. Scrub down drinking fountain.
3. All entry door glass must be cleaned inside and out to remove fingerprints.
4. Clean and disinfect countertops, tables and desks, if free of personal effects.
5. Remove trash from all cans. Clean cans inside and out; reline. Wipe down walls adjacent to the trash can areas.
6. Vacuum high traffic areas (main hallways, foyer); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed, downstairs, main floor or upstairs.
7. Sweep and mop stairs, paying special attention to edges and the ledges below the hand rails.
8. Police circumference of building for debris, trash, butts, and other items. Clean ash urns and empty. Sweep entry sidewalks and landings.

Weekly Services

1. Vacuum upper and lower levels **twice weekly**, including once on Sunday, to include study rooms, conference room and AV room on lower level, paying attention to edges, corners, behind doors and under registers. Vacuum under desks after moving chairs and trash cans.
2. Clean all glass partitions/windows on main floor and lower level or more often as needed.
3. Clean foyer windows weekly, or more often as needed.
4. Dust all window ledges, heat registers, picture frames, and other hard surfaces.
5. Wipe down bathroom walls and partitions.
6. Wipe down stairway handrails, light switches, door knobs and ADA buttons with sanitizing agent.

Yearly Services

1. Vacuum, clean and Scotch-Guard furniture.



Recreation Center

A. General Requirements

1. Janitorial services shall be performed six (6) days per week, Monday- Saturday, and upon request on Sundays as needed at hourly rate provided in the Bid Schedule. No services shall be performed earlier than 8:00pm.
2. The City of Valdez shall reserve the right to change the days and times of services at any time based on facility and activities schedules. The City will notify the contractor in a timely manner with any changes to times of services needed.
3. It is expected that the contractor not just clean around fixtures, furniture, equipment, containers or receptacles, but underneath and behind them as needed to complete all services.
4. The janitorial supply room shall be kept clean and orderly at all times; contractor tools and supplies kept on site are to be properly labeled and stored.
5. The contractor shall secure the facility upon completion of janitorial services each night; check, close and lock all exterior doors and windows, turn off all lights, and turn on security alarm.
6. Alternative cleaning procedures may be used, but must be pre-approved by City.

B. Daily Services

The following services shall be performed on a daily basis for the entire facility:

1. FLOORS

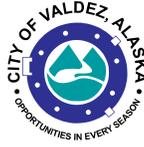
- a. Vacuum all carpeted floors and rugs/mats; careful attention should be paid to all edges, corners, behind doors, and underneath desks, tables, and game tables.
- b. Spot clean all carpeted floors as needed.
- c. Sweep/mop hard surface floors with approved disinfectant; all rugs/mats should be removed prior to wet mop, vacuumed and returned to original location **AFTER** the hard surface floors have dried.
- d. Floors should be free of all visible dirt, debris and stains.

2. DOORS

- a. Clean interior and exterior of all entryway doors, including frame, crash bars, handles, and glass.
- b. Clean and disinfect all doors, including crash bars, handles, knobs, glass, and kick plates as needed.
- c. Doors should be free of streaks, finger prints, and all visible dirt and debris.

3. WINDOWS/MIRRORS

- a. Clean interior and exterior of all entryway windows, including window frames and ledges.
- b. Clean and disinfect all mirrors, including restrooms.



- c. Clean and disinfect interior of all windows as needed.
- d. Windows and mirrors should be free of streaks, finger prints, and all visible dirt and debris.

4. WALLS

- a. Spot clean all walls with approved cleaner as needed.
- b. Walls should be free of spider webs, and all visible dirt and debris.

5. TRASH

- a. Pick-up all loose trash, waste and debris, and dispose of in proper receptacle, including in the parking lot and exterior perimeter of the facility.
- b. Empty all waste receptacles, including all sanitary napkin and exterior receptacles.
- c. Clean and disinfect outside of all waste receptacles as needed; waste receptacles should be free of streaks, finger prints, and all visible dirt and debris.
- d. Replace all liners, including all sanitary napkin and exterior waste receptacle liners, as needed.

6. DISPENSERS

- a. Clean and disinfect all external surfaces of soap and paper product dispensers. Careful attention should be paid to the underside of all dispensers.
- b. Restock all soap and paper product dispensers as needed.
- c. Replace batteries in paper towel dispenser as necessary.

7. RESTROOMS

- a. Clean and disinfect all countertops, sinks, fixtures and fittings; polish all fixtures and fittings.
- b. Flush all toilets.
- c. Clean and disinfect all toilets and urinals, including the bowl, seat, rim, base and all fixtures and fittings; polish all fixtures and fittings.
- d. Clean and disinfect stall partitions, including handles, knobs, and locks.
- e. Clean and disinfect all baby changing stations.
- f. All surfaces should be free of film, smudges, water, scale, mold, mildew, streaks, finger prints, and all visible dirt and debris.

8. KITCHEN AREA

- a. Sweep/mop flooring, removing chairs first. Sweep and mop behind counter area.
- b. Wipe down and sanitize all kitchen countertop surfaces.

C. Weekly Services

The following services shall be performed on a weekly (*one day per week*) basis:

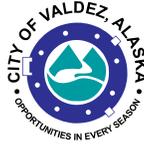
- 1. Clean and disinfect all light switches.
- 2. Dust all game tables, picture frames, etc.
- 3. Sweep/clean back entry.



D. Monthly Services

The following services shall be performed on a monthly (*one day per month*) basis:

1. Vacuum all carpeted walls.
2. Clean and disinfect all interior windows.
3. Clean and disinfect all restroom walls.
4. Clean and disinfect inside of all waste receptacles.
5. Dust all air handler and heat exchange vents.
6. Dust all can and pod lights.



City Pool

A. General Requirements

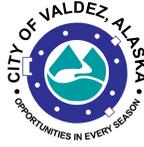
1. Janitorial services shall be performed six (6) days per week, Monday- Saturday. No services on Sundays. No services shall be performed earlier than 9:00pm.
2. The City of Valdez shall reserve the right to change these times of services at any time based on facility and activity schedules. The City will notify the contractor in a timely manner with any changes to times of services needed.
3. Janitorial services shall be limited to all areas of the Valdez City Pool with the exception of the pool area (pool deck, lap pool, and leisure pool) and lifeguard staff room. For the safety and security of all individuals and parties, the contractor shall at no time access the pool area or Valdez City School District Property.
4. Since the Valdez City Pool resides on Valdez City School District property, all persons providing janitorial services at the facility shall be required to pass a background check.
5. It is expected that the contractor not just clean around fixtures, furniture, equipment, containers or receptacles, but underneath and behind them as needed to complete all services.
6. The janitorial supply room shall be kept clean and orderly at all times; contractor tools and supplies kept on site are to be properly labeled and stored.
7. The contractor shall use the dumpster located behind Gilson Middle School to deposit all trash.
8. The contractor shall secure the facility upon completion of janitorial services each night; check, close and lock all exterior doors, and turn off all lights.
9. Alternative cleaning procedures may be used, but must be pre-approved by City.

B. Daily Services

The following services shall be performed on a daily basis for the entire facility:

1. FLOORS

- a. Vacuum all carpeted floors and rugs/mats; careful attention should be paid to all edges, corners, behind doors, and underneath desks, tables, and behind structural supports in hallways.
- b. Spot clean all carpeted floors as needed.
- c. Vacuum/sweep and wet mop hard surface floors with approved disinfectant; any rugs/mats should be removed prior to wet mop, vacuumed and returned to original location **AFTER** the hard surface floors have dried.
- d. Floors should be free of standing water, and all visible dirt, debris and stains.



2. DOORS

- a. Clean interior and exterior of all entryway doors, including frame, crash bars, handles, and glass.
- b. Clean and disinfect all doors, including crash bars, handles, knobs, glass, and kick plates as needed.
- c. Doors should be free of streaks, finger prints, and all visible dirt and debris.

3. WINDOWS/MIRRORS

- a. Clean interior and exterior of all entryway windows, including all window frames and ledges.
- b. Clean and disinfect all mirrors, including restrooms, locker rooms and family change room.
- c. Clean and disinfect all windows as needed.
- d. Windows and mirrors should be free of streaks, finger prints, and all visible dirt and debris.

4. WALLS

- a. Spot clean all walls with approved cleaner as needed.
- b. Walls should be free of spider webs, and all visible dirt and debris.

5. TRASH

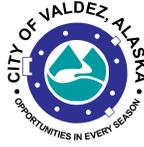
- a. Pick-up all loose trash, waste and debris, and dispose of in proper receptacle.
- b. Empty all waste receptacles, including all sanitary napkin receptacles.
- c. Clean and disinfect outside of all waste receptacle as needed; waste receptacles should be free of streaks, finger prints, and all visible dirt and debris.
- d. Replace all liners, including all sanitary napkin receptacle liners, as needed.

6. DISPENSERS

- a. Clean and disinfect all external surfaces of soap and paper product dispensers; careful attention should be paid to the underside of all dispensers.
- b. Restock all soap and paper product dispensers as needed.
- c. Replace batteries in paper towel dispenser as necessary.

7. RESTROOMS, LOCKER ROOMS & FAMILY CHANGE ROOM

- a. Clean and disinfect all countertops, sinks, fixture and fittings; polish all fixtures and fittings.
- b. Flush all toilets.
- c. Clean and disinfect all toilets and urinals, including the bowl, seat, rim, base and all fixtures and fittings.
- d. Clean and disinfect stall partitions, including handles, knobs, and locks.
- e. Clean and disinfect all baby changing stations.
- f. Clean and disinfect all shower areas, including all tile, fixtures and fittings; polish fixtures and fittings.
- g. Clean and disinfect all benches.



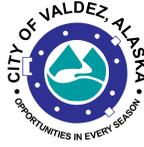
- h. Clean and disinfect exterior of all hand/hair and swim suit dryers.
 - i. Spot clean exterior of lockers as needed.
 - j. All surfaces should be free of film, smudges, water, scale, mold, mildew, streaks, finger prints, and all visible dirt and debris.
- 8. MISCELLANEOUS**
- a. Clean, disinfect and polish drinking fountain with approved cleaner; drinking fountain should be free of film, streaks, finger print and all visible dirt and debris.
- 9. Monthly Services**
- The following services shall be performed on a monthly (*one day per month*) basis:
- a. Clean and disinfect all light switches
 - b. Clean and disinfect interior of all lockers
 - c. Clean and disinfect all restroom, locker room and family change room walls.
 - d. Clean and disinfect inside of all waste receptacles.
 - e. Dust tops of all locker banks.



Vehicle Maintenance Facility

Services performed twice weekly- Upon close of facility

1. Empty wastebaskets in all areas; clean cans inside and out, reline.
2. Bathrooms located in break room and tool room area- empty wastebaskets; clean cans inside and out and reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces with sanitizing agent. Scrub bowls and sanitize undersides of sinks, toilets, and urinals. Restock all paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
3. Sweep and mop floors in break room, both restrooms and upstairs office. Vacuum and remove any rugs from floor before sweeping. Do not replace rugs until floor has dried.
4. Sweep and mop stair leading to upstairs office.
5. Wash inside of windows overlooking shop floor as needed.



Building Maintenance Shop

Services to be performed twice weekly- Upon close of facility

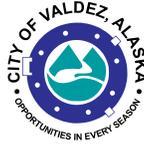
Daily Services

1. Bathrooms (one located next to shop stairs and two located off the kitchen area) – Empty wastebaskets. Wipe down inside and outside of cans; reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilets; scrub shower. Restock all paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
2. Sweep and mop high traffic areas (main hallways, foyer and computer station area). Remove any mats/rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
3. Kitchen- remove trash and wipe down can- both inside and out; reline. Clean wall behind and around can area. Wipe down faucet. Sweep and mop floor. Remove rugs/mats prior to sweeping. **DO NOT REPLACE REGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
4. Prevent urea build-up in front of door during winter season.
5. Offices- remove trash from receptacles, clean can and reline. Wipe down and sanitize hard surfaces such as counter tops or desks, if free of paperwork or personal effects. This includes three offices, the computer station, and the conference room.
6. Clean and disinfect all countertop areas.
7. Empty ash urns and pick up any debris or trash in the area. Sweep sidewalk.
8. Wipe doorknobs, handrails, and light switches with sanitizing agent.
9. Empty cigarette and trash bins outside of building. Police general vicinity for trash and other debris.

Weekly Services

1. Clean all glass windows/partitions in hallways or more often as needed.
2. Dust all picture frames, window ledges, heat registers, angle cross supports, etc.
3. Sweep and mop or vacuum office floors. Remove rugs/mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
4. Vacuum Conference Room paying attention to wall edges, corners, under registers, and behind doors. Vacuum under table after moving chairs and trash cans. Clean chair mats. Spot clean carpet as needed.

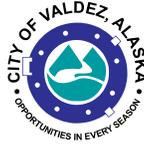
Wipe down walls and cove base in bathrooms.



Baler Break Room Building and Baler Bathroom

Services to be performed twice weekly- Upon close of facility

1. Empty wastebaskets in all areas; clean cans inside and out, reline
2. Showers- Clean and disinfect stalls to include walls, floors, and curtains with sanitizing agent. Wipe down and sanitize shower seats, doorknobs and light switches.
3. Bathrooms- empty all wastebaskets; clean cans inside and out and reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces with appropriate cleaning agent. Scrub bowls and sanitize undersides of sinks, toilets, and urinals. Restock all paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Wipe down doorknobs and light switches with appropriate sanitizing agent.
4. Wipe down and sanitize kitchen countertops. Clean and scrub sink. Spot clean cabinets.
5. Sweep and mop floor. Vacuum and remove any rugs from floor before sweeping. Do not replace rugs until floor has dried.



Airport Terminal

*Services to be performed **daily**- Upon close of businesses located at facility*

Daily Services

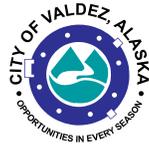
1. Bathrooms- empty all trash receptacles to include sanitary napkin containers; clean trash receptacles inside and out, reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks, toilets, and urinals. Wipe down bathroom partitions. Restock all paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Remove trash from public area receptacles. Clean receptacles inside and out, reline. Wipe walls surrounding the receptacle area.
2. Scrub down water fountains.
3. Vacuum main public area and stairs leading to offices on second floor, paying attention to edges, corners, under registers and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
4. Outside- Police 25' in each direction of all entry doors for trash, debris and cigarette butts, etc. Sweep sidewalk. Remove trash from receptacles and reline. Clean ash urns and empty.
5. Wipe doorknobs, handrails, and light switches with sanitizing agent.
6. Vacuum upstairs hallways paying attention to edges and corners, spot clean as necessary.
7. Upstairs restrooms- Empty all trash receptacles to include sanitary napkin containers; clean trash receptacles inside and out, reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals. Wipe down bathroom partitions. Restock all paper products and soap. Sweep and mop floors. Clean receptacles inside and out, reline. Wipe walls surrounding the receptacle area.
8. Public area between Ravn Air and Puddle Jumper's Bar- Vacuum all carpeted areas thoroughly paying close attention to edges and corners. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Wipe down all tables, chairs and booths. Remove and dispose of all trash that is left in this area.

Weekly Services

1. Windows- Clean windows entry area or more often as needed. Clean all glass partitions in public areas, to include upstairs overview.
2. Dusting- this includes all window ledges, picture frames, woodwork, etc. (weekly or as needed) to include stairs, soda machines, information distribution center, etc.
3. Wipe down walls and cove base in upstairs restrooms, paying attention to dust collecting around heat registers.
4. Showers- Clean showers and fixtures with disinfectant.

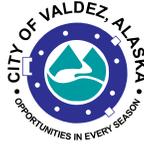
Quarterly Services

5. Shampoo airport terminal carpets.



Airport Second Floor
Highlighted Areas to be Cleaned





Capital Facilities, Finance, and Port Offices at Airport

Services to be performed twice weekly (Sundays and Wednesdays) - Upon close of facility

1. Empty wastebaskets in all areas, clean cans inside and out, reline.
2. Vacuum offices, paying attention to corners, behind doors, and under tables and desks.
3. Wipe down break room, coffee station countertop, and sink. Restock paper towels and replace batteries in dispenser if necessary. Toilet is not used in the main office.
4. Windows- clean all glass doors and partition windows.
5. Wipe down and sanitize hard surfaces such as countertops, baseboard heaters, file cabinets, window ledges, or desks, *if free of paperwork or personal effects*.
6. Port kitchen - remove trash and wipe down can- both inside and out; reline. Wipe down and sanitize Port kitchen countertops. Clean and scrub sink and faucet. Spot clean cabinets. Sweep and mop floors.
7. **Once a week:** Mop main office bathroom floor.

Comfort Stations

Dock Point, Ruth Pond, Oumalik, Shoup Bay Trailhead, John Kelsey Municipal Dock (Total of 5 facilities)

Oumalik and Shoup Bay Trailhead: *Services to be performed twice daily May 15th-September 15th*

Dock Point: *Services to be performed twice daily from April 15th to September 30th*

Ruth Pond and John Kelsey Municipal Dock: *Services to be performed three times daily from April 15th to September 30th*

1. Sanitize and scrub down walls, floors, partitions, etc. with brush and appropriate cleansing agent.
2. Mop floors.
3. Scrub bowls and sanitize undersides of sinks, toilets and urinals.
4. Remove trash from receptacle, clean inside and outside of can, reline.
5. Wipe down mirrors.
6. Restock all paper products and soap dispensers
7. Replace batteries in paper towel dispenser if necessary.
8. Sanitize and wipe down all countertops, door handles and light switches with appropriate cleaning agent.



Outhouses

Alpine Woods Playgrounds (2 outhouses), Robe River Playground, and Solomon Gulch Outhouse at Hatchery (4 facilities total)

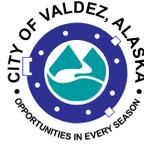
*Services to be performed **twice weekly** from May 1 to October 15 with the exception of pre-scheduled park rentals to which 72 hour advanced notice will be given upon any cleaning schedule change to accommodate those reserved rental events. Solomon Gulch Outhouse to be cleaned **twice daily** from May 1-September 15.*

1. Sanitize and scrub down walls, floors, doors, partitions, etc. with brush and appropriate cleansing agent.
2. Sweep and mop floors
3. Scrub and sanitize toilet pedestals
4. Remove trash from receptacles, clean inside and outside of can, reline
5. Restock all paper products
6. Sanitize and wipe down all countertops, door handles, and door frames with appropriate cleansing agent
7. Wipe down windows to ensure no debris is present.

Goldfields

*Services to be performed **once daily** from May 1- September 15 with the exception of pre-scheduled park rentals and/or game tournaments to which 72 hour advanced notice will be given upon any cleaning schedule change. Schedule will be Monday through Thursday once a day providing there are no tournaments. During tournaments, services will need to be provided **twice daily**. We will utilize a schedule of games if one is provided.*

1. Sanitize and scrub down walls, floors, partitions, etc. with brush and appropriate cleansing agent.
2. Mop floors.
3. Scrub bowls and sanitize undersides of sinks, toilets, and urinals.
4. Remove trash from receptacle, clean inside and outside of can, reline..
5. Wipe down mirrors.
6. Restock all paper products and soap dispensers.
7. Replace batteries in paper towel dispenser if necessary.
8. Sanitize and wipe down all countertops, door handles, and light switches with appropriate cleansing agent.
9. Wipe down windows to ensure no debris is present.



Special Services- Spring and Fall Cleanings

Carpet Shampooing

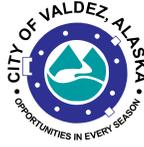
All facilities shall be shampooed according to contract specifications two (2) times per year in early May and late October with the exception of the Airport terminal, which is quarterly. Contractor is required to return to the facility the next day in order to ascertain which spots need additional treatment. Special Note: Contractor must use the product Folex, Fiver Care or Pre-Approved equal by the Contract Administrator when shampooing any carpets in “City Owned” facilities to keep the carpets from being damaged by harsh chemicals.

Window Washing

All facilities within this contract shall have both the exterior and interior windows washed two (2) times per year: Once in April and October.

Dusting

All facilities within this contract shall be thoroughly dusted (to include sills, baseboards, cove base, etc.) two (2) times per year in April and October to coincide with window washing and carpet shampooing.



Mary Kevin Gilson Medical Center

Services to be performed once daily Monday – Friday after 7:00 pm.

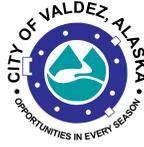
IMPORTANT NOTE: A minimum of six (6) man hours per daily cleaning is required to keep this facility up to healthcare standards. If this minimum requirement of labor hours is not met, then the contractor will be subject to fines or termination of contract.

Daily Services

1. Empty wastebaskets including sanitary napkins containers, clean inside and outside of receptacles. Collect all designated waste paper and trash, dispose of it in designated dumpsters. Do not remove sharps containers or red bio-hazard bags.
2. In Kitchen, clean all counters, sinks, appliances and spots on cabinets then disinfect with VIREX OR EQUIVALENT. Vacuum carpets and sweep floors. Floors are to be mopped with QUAT 128. Empty trash under sink. Wipe down the inside of the cabinet under the sink.
3. Exam rooms: Wipe down and clean doorknobs, light switches, countertops, sinks, cupboard fronts, chairs, cabinet tops and other surface tops. Once clean, disinfect with VIREX or EQUIVALENT. Clean exam tabletop, sides and fronts (**pull out footsteps and stirrups**) and disinfect with VIREX OR EQUIVALENT. Vacuum carpets and sweep floors. Mop floors with QUAT 128. Trip carpet runners as needed. Empty trash beside exam tabletop and under sink. Wipe down the inside of the cabinet under the sink.
4. In Sterilization Room, clean countertops and all hard surfaces, then disinfect with VIREX OR EQUIVALENT. Scrub floors with QUAT 128. Remove trash from under sink and behind door.
5. Clean and disinfect specimen door with VIREX OR EQUIVALENT in restrooms.
6. Scrub bathroom floors and mop with QUAT 128, wash all plumbing fixtures, urinals and water closets, then disinfect with VIREX OR EQUIVALENT. Damp wipe all dispensers and tiled portion of bathroom walls with VIREX OR EQUIVALENT.
7. Restock all paper products, deodorizers, towels and soap in bathrooms.
8. Vacuum all carpets, trimming carpet runners. Spot treat as needed.
9. Clean then disinfect all drinking fountains with VIREX OR EQUIVALENT.
10. Maintain lobby area by straightening chairs, magazines, toys; wipe down front doors and vacuum floor. Wipe down and disinfect all waiting room furniture. Clean windows in lobby.
11. Dust all visible surfaces of furniture, fixtures, and equipment, pictures, etc.
12. Vacuum foyer area between hospital and clinic doors, trimming carpet runners. Spot treat carpets as necessary.
13. Police sidewalks and parking areas, within a 25 foot radius of all exit doors, by collecting and removing all trash and other discarded materials- including cigarette butts. Clean under grates that may be built into concrete.
14. Removal of all finger marks and smudges from walls, woodwork and glass surfaces.

Weekly Services

1. Vacuum and clean all office chairs



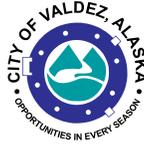
Bi-Annual Services

1. Shampoo all carpets, to include foyer area between hospital and medical center. This service is to be performed on Friday evening or Saturday morning to allow for proper drying time. Must be scheduled and approved in advance.
2. Dust or vacuum window coverings such as blinds or drapes, etc, overhead pipes and moldings, etc, that must be reached by a ladder.
3. Wash exterior and interior windows and glass wind deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces. Clean all fixtures and furniture. Washing windows shall coincide with bi-yearly carpet cleaning.
4. Wash walls in public and common areas and halls.

As Required

1. Remove spots and stains from carpets, rugs and tile. Remove all foreign matter (gum, smudges, etc.) from floors, handrails and furniture. Trim carpet runners.
2. Clean foyer and entry windows and doors, to include privacy glass partitions between lobby and office staff.
3. Dust light fixtures as appropriate for greatest light efficiency.

All contractor employees working in the clinic must pass a criminal history background check. The contractor is responsible for conducting and administering all background checks. Proof of authorization and clearance must be provided for each employee, upon request of the Contract Administrator. Additionally, all contractor employees must be trained in HIPAA policies/procedures. All new employees, through life of the contract, must have HIPAA training and criminal history background checks prior to start of work at this medical facility. Upon the award of contract, contractor must provide evidence of background checks for all current employees. Failure to provide background checks and HIPAA training to employees and documentation of such training to Contract Administrator before work starts in the Clinic will lead to the loss of the contract. A list of all employees must be kept on file with the Contract Administrator and be pre-approved.



Custodial Specifications and Standards

Waste and Trash Receptacles

Specifications- Empty all contents from trash and waste receptacles. Clean and sanitize all receptacles inside and out, install properly fitting liners. Scrub the walls and floor areas immediately surrounding the receptacles. Visually and manually police circumference of each facility looking for loose waste, cigarette butts, and trash. Remove and replace liners from exterior receptacles. Sweep and/or mop beneath receptacle and clean surrounding areas.

Standards- Properly cleaned receptacle shall be free of debris and waste residue or build-up. Walls, floors, corners, and surrounding areas of receptacles must be free of dirt, build-up or residue.

Ash Urns

Specifications- Empty all containers and wash clean with appropriate cleaning material to remove all stains and residue. Polish metal of containers.

Standards- Properly cleaned containers are free of debris, odors, deposits, smudges and unsightly conditions. They will display a bright, clean, and residue free appearance. There will be no cigarette butts or debris of any kind lying around the ground of the surrounding area.

Drinking Fountains

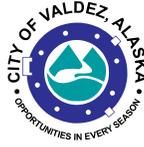
Specifications- All stains- including rust, lime, calcium and other foreign objects- will be completely removed from the fixture. Virex or a similar product shall be applied to the fountain to clean and sanitize the entire surface area. Bright work, including any exposed piping, will be cleaned with an appropriate cleaning agent. The drain holes will not be allowed to become clogged or discolored. After cleaning, the fountain will be wiped dry with a clean cloth. Areas immediately adjacent to the fountain will be cleaned also.

Standards- Properly cleaned and maintained fountains and associated surfaces will be free of streaks, discolorations, deposits, build-up, and all other unsanitary or unsightly conditions.

Carpet

Specifications- Vacuum all carpet surfaces with an industrial type commercial vacuum using attachments or “BacPac” style vacuum for corners and edgework. When soiled/stained; spot clean with appropriate cleanser for carpet type. Check spot the following day, treat again if needed. It may take several treatments to pull the spot from carpet. Trim runners with sharp knife or scissors to the normal surface height of the carpet. Damage done by contractor must be reported to the City of Valdez and corrected by the contractor at no cost to the City.

Standards- Properly vacuumed and spot-cleaned carpets are free of loose strands, soiled spots, dust, dirt, matted areas, and other unsightly blemishes. The surfaces will display a uniformly clean and bright appearance. Carpeted surfaces shall not display any dirt buildup in corners, edges, or under furniture and fixtures.



Carpet Shampooing

Specifications- Carpet shampooing shall be provided to all carpeted surfaces throughout City Facilities. All carpets shall be shampooed using a warm water extraction method, and when applicable, a scrubbing method. Carpet must be allowed to **thoroughly** dry before completely vacuuming surfaces. Methods used to clean or dry surfaces that may lead to shrinkage are not allowable. Contractor will take care during extraction not to damage any surrounding furniture, cove base, wall fixtures or additional surfaces. All furniture will be replaced to its original location after drying is complete.

Standards- Properly cleaned carpet surfaces are free of soiled spots, stains, wet areas, rust, odors, matted surfaces, shrinkage, color runs, discolorations, and all other foreign matter.

Special Note: Contractor must use the product Folex, Fiver Care or Pre-Approved Equal by the Contract Administrator when shampooing any carpets in “City Owned” facilities to keep the carpets from being damaged by harsh chemicals.

The Contractor is responsible for any repair work or replacement costs due to damages associated with this service. The Contractor will contact the Contract Administrator to schedule this service in advance.

Pedimats, Rubbermats, Rugs, & Runners

Specifications- Where applicable, mats shall be removed from “cut-out” areas. Underneath surfaces shall be swept and mopped prior to mat replacement. Each section must be reinstalled in the same location from which it was removed.

Vinyl/Linoleum Surfaces

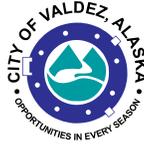
Specifications- Surfaces shall be swept to remove any sand, grit, dirt, dust or other debris. Airborne dust particles are to be kept at a low level when performing this service. Flooring surfaces must then be mopped with a solution of water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

Standards- Properly cleaned floor surfaces are free of dirt, sand, grit, stains, rust spots, mop strings, missed areas, scuff marks, or other unsightly appearances. Linoleum surfaces must display a uniform bright, clean and odor free appearance. Build-up in corners, edges and under fixtures is not allowable.

Dance Floor/Laminate Flooring

Specifications- Wood/Laminate floor surfaces must be swept to remove sand, grit, dirt, dust or other debris. Use a damp mop with water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

Standards- Properly maintained floor surfaces are free of dirt, sand, grits, dust, or any other debris or unsafe condition and appearance. Build-up in corners, edges, and under fixtures is not allowable.



Stairs and Landings

Specifications- Vacuum all stairs and landings with an industrial type canister or “BacPac” style cleaner for the removal of dirt, dust, lint, loose nap or other debris or foreign particles. All non-carpeted stairs will be mopped with water and a neutral cleanser. Handrails will be wiped with Virex or a similar product.

Standards- Stairs and landings must be cleaned for complete removal of debris, lint, dirt, sand, and other foreign objects.

Ice Melt/Urea Removal

Specifications- With a mixture of neutralizer/conditioner and a quality carpet cleanser use an extraction machine for the soiled and stained carpeted areas until no staining appears. This may take several extractions. Use a mixture of detergent and neutralizer as last rinse.

Standards- Carpets, rugs, and bare flooring shall have no staining, streaking, discoloration, or unsightly showing of ice melt or urea.

Restrooms

Specifications- Clean, sanitize and wipe dry the inside, outside, and underneath of all urinals, commodes, wash basins, bright work, toilet seats on both sides, under & around hinges, partitions, partition leg supports, plumbing fixtures, dispensers, doors, mirrors, and walls. Sanitize with Virex or similar approved product. Use stainless steel cleanser if applicable.

Restock all soap and paper towel dispensers ensuring all products are of the proper size for the dispenser. Remove trash from receptacles, reline. Sweep floor surfaces to remove dirt, sand, grit, dust or other unsightly matter. Mop floors with cleansing agent that leaves no residue on floor surfaces. Flush floor drains (if applicable) with hot water.

Standards- Properly cleaned restrooms will be free of all odors, stains, discolorations and deposits. High sanitary conditions will be maintained.

Showers

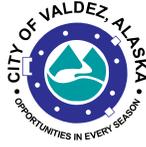
Specifications- Scrub and wipe dry inside and outside of all shower stalls, floors, bright work, partitions, plumbing fixtures, and shower doors with a solution of water and non-abrasive cleanser. Use a stainless steel cleanser if applicable. Use Virex or approved equal to sanitize previously specified items. Drains are to be cleaned and any debris removed. Mats on shower floors shall be disinfected and sanitized.

Standards- Properly cleaned showers shall be free of all odors, stains, discoloration and deposits. High sanitary conditions shall be maintained. No offensive odors shall be detected from showers, mats or drains. There shall be no soap or grime build-up on shower walls, seats, mats, or partitions.

Glass Surfaces & Mirrors

Specifications- Cleanse all glass surfaces with a cleanser that contains ammonia. Wipe dry with lint free cloth or squeegee.

Standards- Glass surfaces and mirrors shall maintain a clean, streak free appearance free of lint, blemishes, and any other unsightly appearances.



Exterior Entrances

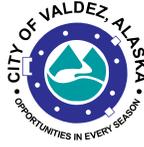
Specifications- The immediate area (25' radius) of all exterior entrance and exit doors shall be cleaned during regular custodial services. Sidewalk areas shall be swept with brooms to remove any other foreign matter. Where applicable, grates shall be removed from each "cut out" area and the underneath surfaces thoroughly cleaned. Walls in these areas are to be kept clean and free from residue.

Standards- Properly cleaned areas outside entrance and exit doors shall be free of all cigarette butts, trash, litter or any other foreign matter. Grate cut out areas shall be free of dirt, soiled spots, odors, discoloration, and other unsightly appearances.

Dusting-includes furniture, fixed surfaces, walls, blinds, etc.

Specifications- Dust all furniture and fixed surfaces with treated dust cloth. For painted wall surfaces, a non-treated dust cloth attached to a long handled tool shall be used to reach from baseboards to ceiling lines. Virex or similar agent shall be used to sanitize doorknobs, handrails, light switches, etc.

Standards- Properly cleaned and dusted surfaces shall show no signs of dust build-up or any residue accumulation on walls, light switches, doorknobs, handrails, etc.



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and X-DLX INVESTMENTS CORP (“Contractor”) is effective on the _____ day of _____, 2021.

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

Project: 2022 Janitorial Services
Contract No.: BM-050
Cost Codes: 001-4200-44230
510-4600-43400

Contractor’s project manager under this agreement is Neil Dees.

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.

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, 2022. The City of Valdez reserves the right to extend this contract by one (1) year increments for two (2) years, not to exceed a total contract period of three (3) years.



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:

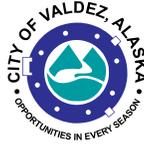
<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional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

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

ARTICLE 6. Appendices

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

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



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

X-DLX INVESTMENTS CORP

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

Mark Detter, City Manager

Printed name

Date: _____

Date: _____

ATTEST:

Title: _____

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: _____

Date: _____

Mailing Address

RECOMMENDED:

City, State, Zip Code

Nathan Duval, Capital Facilities Director

Date: _____

Signature of Company Secretary or Attest

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

Date: _____

Jon S. Wakeland

Date: _____



Appendix A Scope of Work

BASIC SERVICES

Agreement shall include providing all labor, materials, tools, equipment, transportation and supervision necessary to perform all Janitorial Services selected from the Building Frequencies, Standards & Specifications and Bid Schedule found in this contract, as well as other janitorial services as deemed necessary by the City of Valdez.

The scope of work is more specifically described in the bid documents dated September 22, 2021.

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 from the selected items from the Bid Schedule, as well as hourly rates provided dated September 22, 2021, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

This service agreement will serve as the basis of compensation and work will be authorized and billed via purchase orders.



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.

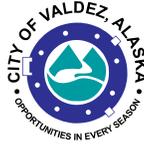
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Contractor's compensation under this Agreement.

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

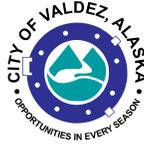
To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, 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.

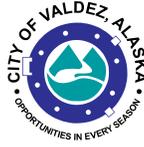
The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

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:

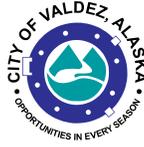
The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Contractor in the performance of this Agreement.

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.



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.

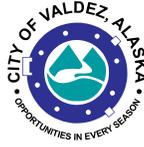
XII. Subcontractors, Successors and Assigns:

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.

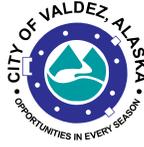
XIII. Claims and Disputes:

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 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 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.

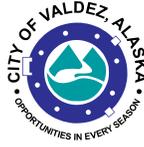
XIV. Extent of Agreement:

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.

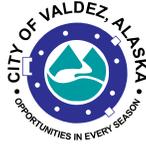
See attached links for reference:

<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;

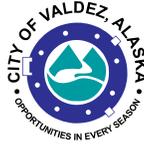


(4) The City shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by Contractor or subcontractors the difference between

(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
Project Title: 2022 Janitorial Services
Contract No.: BM-050

TO: All Recipients

Date: September 15, 2021

SUBJECT: Addendum No.1

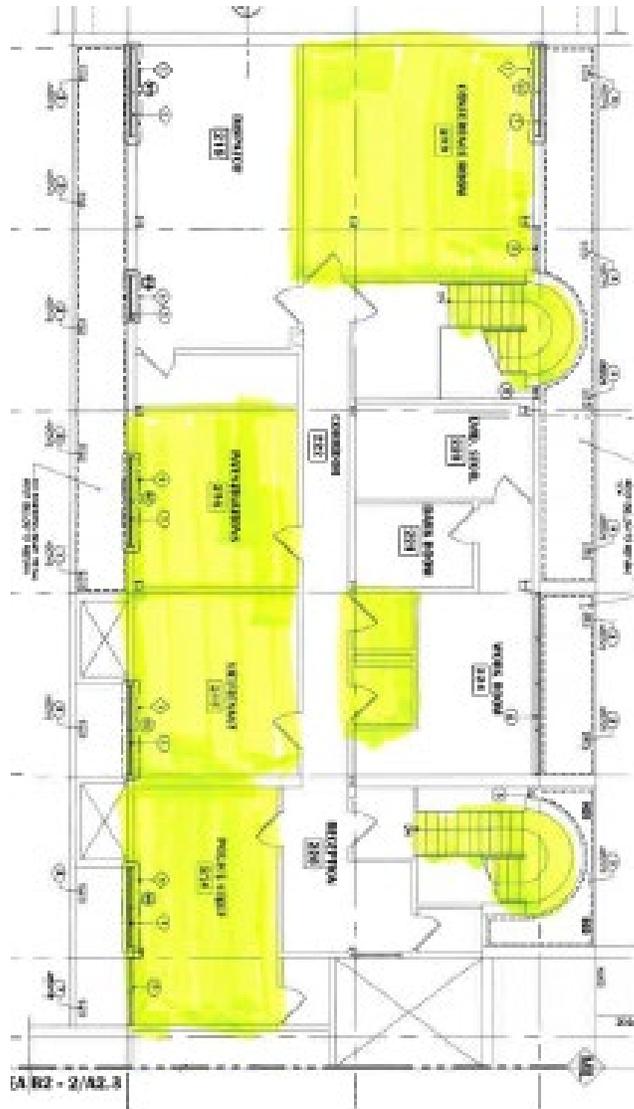
This Six (6) page Addendum forms a part of the project scope documents and modifies the project scope for the above-referenced project. **Acknowledge receipt of this Addendum in the space provided on the Bid Form.** Failure to do so may subject the Bidder to disqualification.

This Addendum makes the following changes and/or clarifications:

1. Question: Will City Hall floor plans showing which areas need to be cleaned be provided?
Response: The City Hall floor plans are shown below.
2. Question: When is the Valdez Medical Clinic site visit?
Response: September 16, 2021 at 7:00 PM. We will meet at the front door of the Clinic.
3. Question: Will any trash bags will be provided by the City?
Response: Fifty gallon and larger will be provided by the City.

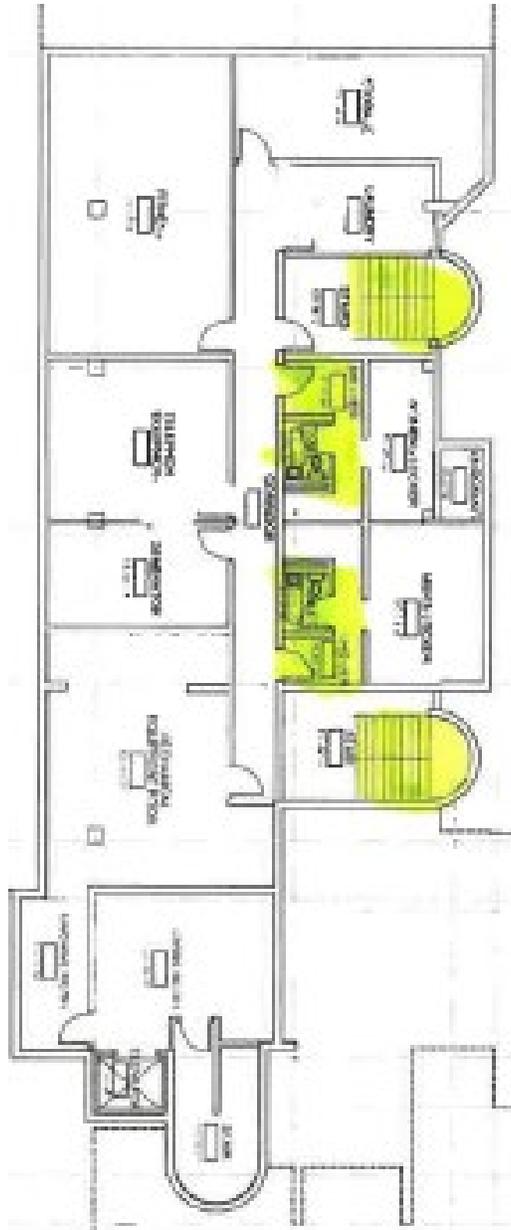


Police Department 2nd Floor Areas in Green to be Cleaned





Police Department Basement
Areas in Green to be Cleaned
Bathrooms and Showers in Locker Rooms

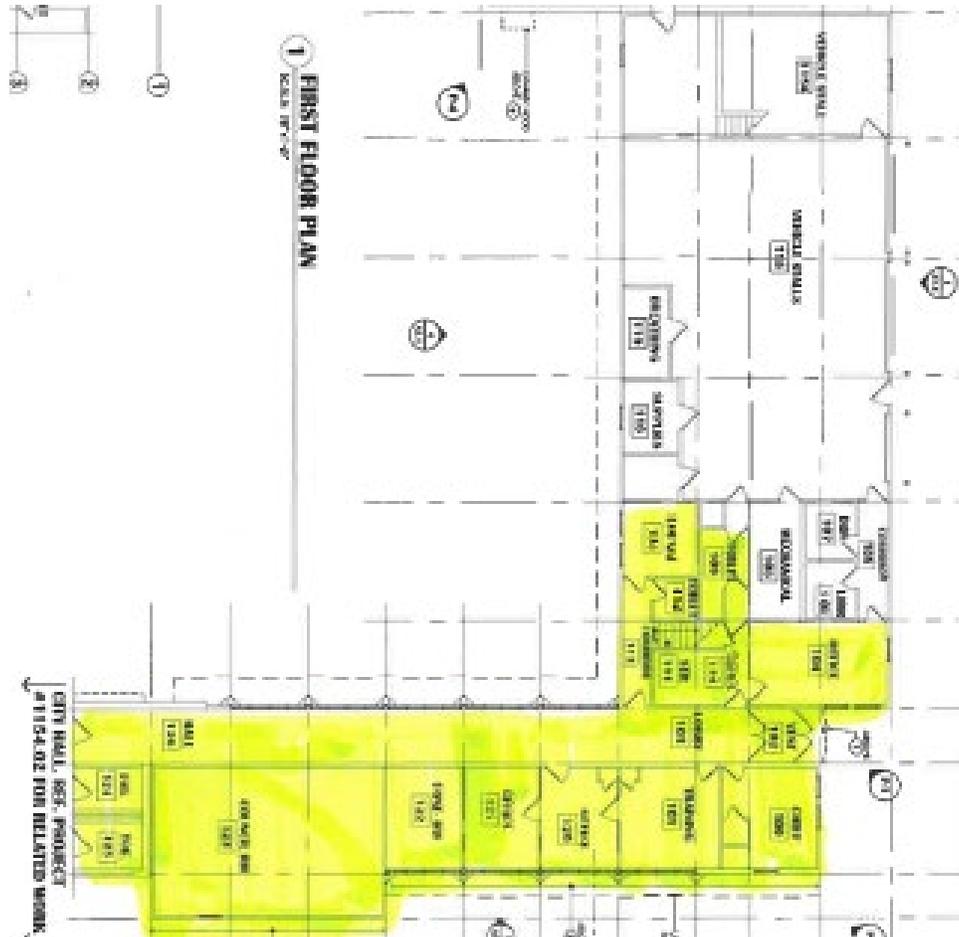




Administration/HR/IT Areas in Green to be Cleaned



Community Development and Old Fire Station Offices
Areas in Green to be Cleaned



As well as 2nd Floor Training Room and stairs leading to it

End of Addendum



Legislation Text

File #: 21-0501, **Version:** 1

ITEM TITLE:

Approval of Contract Award to Chugach Cleaning Company, LLC in the Amount of \$140,400.00 for 2022 Janitorial Services

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$140,400.00

Unencumbered Balance: N/A

Funding Source: 001-4200-44230

RECOMMENDATION:

Approve the contract award with Chugach Cleaning Company, LLC in the amount of \$140,400.00 for 2022 Janitorial Services.

SUMMARY STATEMENT:

The janitorial contract renewal received bids from three contractors. All contractors currently hold contracts with the City. Chugach Cleaning Company, LLC was awarded the City Hall Building, including Administration, Clerks, HR, IT, Lobby, Community Development, and the Old Fire Station Offices; as well as the Police Department, Fire Station #1, Council Chambers, Library, Recreation Center, Vehicle Maintenance Facility, Building Maintenance Facility, and the Baler Break Room and Baler Bathroom. The total cost of the 2022 Service Agreement with Chugach Cleaning Company, LLC is \$140,400.00.

This general Service Agreement will also serve as a basis of compensation for additional services as necessary.

This service agreement is to be approved by Council to meet the City procurement requirements because the contract value will exceed \$100,000 over the life of the contract term.

Additionally, various scopes of the initial bid will be rebid following scope changes in order to fit within the proposed 2022 budget. The successful bidder on the rebid scopes will receive an amendment to their contract if currently under an approved agreement.

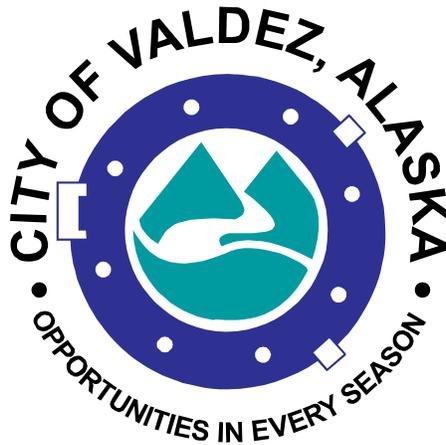
Summary of Proposals Received				Project: 2022 Janitorial Services									
Bid Opening				Contract No. TBD									
Date:	September 22, 2021 @ 2:00 PM												
Place:	Building Maintenance Shop Conference Room			Chugach Cleaning Company, LLC		Gulf Coast, Inc. dba Clean Alaska		X-DLX Investment, Inc		Engineers Estimate			
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Old Fire Station Offices	12	Mo	N/A	\$39,600.00	N/A	\$49,900.00	N/A	\$0.00		\$44,990.00		
2	Police Department	12	Mo	N/A	\$14,400.00	N/A	\$15,700.00	N/A	\$0.00		\$10,010.00		
3	Fire Station #1	12	Mo	N/A	\$18,000.00	N/A	\$26,500.00	N/A	\$23,700.00		\$22,000.00		
4	Council Chambers	12	Mo	N/A	\$7,800.00	N/A	\$14,500.00	N/A	\$0.00		\$7,810.00		
5	Animal Shelter	12	Mo	N/A	\$0.00	N/A	\$15,200.00	N/A	\$12,660.00		\$8,580.00		
6	Harbormaster Building and Facilities	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$34,920.00		\$55,000.00		
7	B-Float Comfort Station and New Harbor Comfort Station	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$27,960.00		\$0.00		
8	The New Harbor Warehouse and Facilities	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$47,940.00		\$0.00		
9	Library	12	Mo	N/A	\$21,600.00	N/A	\$0.00	N/A	\$24,840.00		\$18,040.00		
10	Recreation Center	12	Mo	N/A	\$21,600.00	N/A	\$39,200.00	N/A	\$34,860.00		\$31,526.00		
11	Pool	12	Mo	N/A	\$0.00	N/A	\$45,800.00	N/A	\$0.00		\$27,500.00		
12	Vehicle Maintenance Facility	12	Mo	N/A	\$6,600.00	N/A	\$10,200.00	N/A	\$13,680.00		\$6,820.00		
13	Building Maintenance Facility	12	Mo	N/A	\$5,400.00	N/A	\$14,900.00	N/A	\$11,940.00		\$7,590.00		
14	Baler Break Room and Baler Bathroom	12	Mo	N/A	\$5,400.00	N/A	\$8,200.00	N/A	\$0.00		\$6,270.00		
15	Airport Terminal	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$47,160.00		\$41,580.00		
16	Capital Facilities, Finance, and Port Offices at Airport	12	Mo	N/A	\$7,800.00	N/A	\$0.00	N/A	\$10,020.00		\$15,538.60		
17	Seasonal Comfort Stations (5)	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$34,980.00		\$13,750.00		
18	Seasonal Outhouses	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$17,940.00		\$6,380.00		
19	Goldfields Restrooms	12	Mo	N/A	\$0.00	N/A	\$0.00	N/A	\$7,200.00		\$5,280.00		
20	Mary Kevin Gilson Medical Clinic	12	Mo	N/A	\$48,000.00	N/A	\$58,900.00	N/A	\$0.00		\$54,450.00		
	Standard labor charge per hour charge				\$75.00/HOUR		\$38.50/HOUR		\$68.00/HOUR				
	Call-out, overtime, and holiday per hour charge				\$115.00/HOUR		\$65.00/HOUR		\$98.00/HOUR				
	(#) Addendum(s) Acknowledged				x		x		x				
	Bid Bond				x		x		x				
	Alaska Business License				x		x		x				
	Total Base Bid				\$196,200.00		\$299,000.00		\$349,800.00				
	Local bidder preference 10%												
	Total Adjusted Bid				\$140,400.00		\$58,900.00		\$69,840.00		\$383,114.60		
	The bid totals are subject to correction after the bids have been completely reviewed.												
	Totals have been reviewed												
	Totals have been corrected												
	I hereby certify that the above is a true and correct summary of proposals received.												

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: 2022 Janitorial Services
Contract Number: BM-051
Cost Codes: 001-4200-44230

Date: August 31, 2021



City of Valdez
Building Maintenance
555 West Egan
P.O. Box 307
Valdez, Alaska 99686

Project Manager/Contract Administrator:
Stanley Porritt, Facilities Maintenance Manager

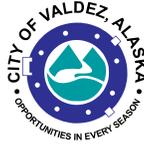


**City of Valdez
Contract Documents**

**Project: 2022 Janitorial Services
Contract Number: BM-051**

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**City of Valdez
Invitation to Bid**

August 31, 2021:

**Project: 2022 Janitorial Services
Contract Number: BM-051**

This project includes, but is not necessarily limited to:

Contract shall include providing all labor, materials, tools, equipment, transportation and supervision necessary to perform:

All Janitorial Services listed within the Building Frequencies, Standards & Specifications and Bid Schedule found in this contract.

The contractor needs to be aware that the separate bid items will be awarded in a manner most advantageous to the City of Valdez. This contract is renewable at the option of the city for two additional one-year terms.

The form of agreement for this contract will be a blanket Service Agreement and the City will issue purchase orders for the scopes of work assigned to the contractor and any additional service will be encumbered with additional purchase orders.

Sealed bids will be accepted until 2:00pm local time on September 22, 2021, at the office of the Facilities Maintenance Manger, 555 West Egan, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

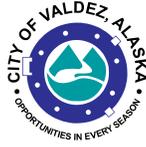
A mandatory pre-bid conference will be held at the Building Maintenance Shop Conference Room, 555 West Egan, Valdez, Alaska on September 14, 2021 at 10:00 am. A site visit to each of the facilities will follow.

Bid documents may be downloaded from the City of Valdez website at www.valdezak.gov; documents are located under “Bids” on the left hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.



Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez “Standard Specifications, Division 10 ‘Standard General Provisions’”, as modified and included in this procurement, applies to the project.



**City of Valdez
Instructions to Bidders**

**Project: 2022 Janitorial Services
Contract Number: BM-051**

CAUTION:

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

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. City of Valdez Business License, current copy.
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.

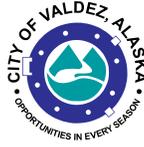
1. General

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. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

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

4. Addenda Requirements

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

5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ
2022 JANITORIAL SERVICES
CONTRACT NO. BM-051

FACILITIES MAINTENANCE MANGER
CITY OF VALDEZ
555 WEST EGAN
P.O. BOX 307
VALDEZ, AK 99686

DATE OF BID OPENING: SEPTEMBER 22, 2021

6. Preparation of Bids

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

The Bid Form will provide for quotation or price for all items. Bidders are not obligated to bid on all items. Mandatory bid items are identified on the bid schedule. Alternative bids will not be acceptable unless requested.

Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.

Facsimile number to use is (907) 835-5410.



7. Required Documents for Bid

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

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current Alaska Business License, Type 561720
- E. Copy of current City of Valdez Business Registration

8. Required Documents for Award of the Contract

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

- A. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- B. Certificate of good standing for a Corporation or LLC
- C. Non-collusion Affidavit
- D. Agreement (2 signed copies)
- E. City of Valdez Business Registration
- F. Executed W-9 Form

9. Bonding Requirements

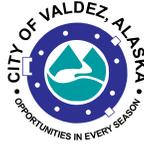
- A. Bid Security (Bid Bond or Certified Check)

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.



10. Bidder Qualifications

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

11. Withdrawal of Bids

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

12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

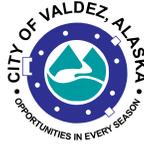
The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

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

Section 2.80.020 Definitions

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



1. If the bidder is a corporation or limited liability company, the bidder's primary business address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder's primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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

16. Award of Bid

The bid, if awarded, will be awarded based on past performance, ability to perform service based on supplied narrative, letters of reference, and cost, as determined by the terms of the Valdez Municipal Code and these documents.

17. Pre-Bid Conference

Refer to Invitation to Bid for information regarding the pre-bid conference.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Project Manager, the Contract Administrator, and the apparent low bidder(s).



**City of Valdez
Addendum Acknowledgement**

**Project: 2022 Janitorial Services
Contract Number: 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>9/15/21</u>	Initials	<u>SS</u>
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

<u>Chugach Cleaning Company LLC</u>	<u>Sarah Snyder</u>
Company Name	Authorizing Name

9/20/21
Date

CO-owner
Title

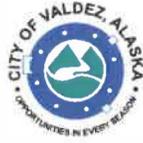
[Signature]
Signature



**City of Valdez
Bid Schedule
Page 1 of 3**

**2022 Janitorial Services Contract
Contract Number: TBD**

Item No.	Item Description	Quantity	Unit	Total Price for Item
#3 * 1.	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Old Fire Station Offices	12	Mo \$3,300	\$39,600
2.	Police Department	12	Mo \$1,200	\$14,400
#10 * 3.	Fire Station #1	12	Mo \$1,500	\$18,000
4.	Council Chambers	12	Mo \$650	\$7,800
5.	Animal Shelter	12	Mo X	X
6.	Harbormaster Building and Facilities	12	Mo X	X
7.	B-Float Comfort Station and New Harbor Comfort Station	12	Mo X	X
8.	The New Harbor Warehouse and Facilities	12	Mo X	X
9.	Library	12	Mo \$1,800	\$21,600
#4 10.	Recreation Center	12	Mo \$1,800	\$21,600



**City of Valdez
Bid Schedule
Page 2 of 3**

11.	Pool	12	Mo X	X
12.	Vehicle Maintenance Facility	12	Mo \$550	\$6,600
13.	Building Maintenance Facility	12	Mo \$450	\$5,400
14.	Baler Break Room and Baler Bathroom	12	Mo \$450	\$5,400
15.	Airport Terminal	12	Mo X	X
16.	Capital Facilities, Finance, and Port Offices at Airport	12	Mo \$650	\$7,800
17.	Seasonal Comfort Stations (5)	12	Mo X	X
18.	Seasonal Outhouses	12	Mo X	X
19.	Goldfields Restrooms	12	Mo X	X
20.	Mary Kevin Gilson Medical Clinic	12	Mo \$4,000	\$48,000
	Total Base Bid (Items 1-20 only)	12	Mo \$16,350	\$196,200
	Standard labor rate (straight time) charge per hour This line item is required (Do NOT add this amount in the total bid amount)		Hour \$75	
	Call-out, overtime, and holiday charge per hour This line item is required (Do NOT add this amount in the total bid amount)		Hour \$115	

22 *



City of Valdez
Bid Schedule
Page 3 of 3

Project: 2022 Janitorial Services
Contract Number: TBD

Total Base Bid Amount:

one-hundred ninety six thousand two hundred Dollars 00/100 Cents
(\$ 196,200)

I, Sarah Snyder, hereinafter called Bidder, an individual doing business as Chugach Cleaning Company, (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 20 day of September, 2021

BIDDER:

Chugach Cleaning Company LLC
Company Name

Sarah Snyder
Authorizing Name

3338 Eagle Avenue
Address

CO-owner
Title

Valdez, AK 99686
City, State, Zip Code

[Signature]
Signature

(406) 581-1270
Telephone Number

chugachcleaning@gmail.com
Email Address

85-3703458
Federal I.D. or S.S.N.

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Print Name

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

Chugach Cleaning Company LLC

Po Box 2012, Valdez, AK 99686

owned by

Galen Moore Bridgewater; Sarah Ann Snyder

is licensed by the department to conduct business for the period

October 20, 2020 to December 31, 2021
for the following line(s) of business:

81 - Services



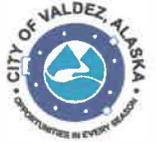
This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

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

Julie Anderson
Commissioner

HOME OCCUPATION PERMIT

ID NO 21-001229



ISSUED TO

Chugach Cleaning Company LLC
Sarah Snyder and Galen Bridgewater

ISSUED BY

City of Valdez
Planning Department
212 Chenega Avenue
Valdez, AK 99686

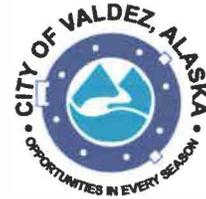
HOME OCCUPATION PERMIT

ISSUED TO

Chugach Cleaning Company LLC
Sarah Snyder and Galen Bridgewater

ISSUED BY

City of Valdez
Planning Department
212 Chenega Avenue
Valdez, AK 99686



ISSUED ON: **06/02/2021**
VALID FROM: **06/02/2021**
EXPIRES: **12/31/2021**
ID NO: **21-001229**

Kate Huber

Approved By

This license is Non-Transferable

This license issued in compliance with City of Valdez, AK and subject to the provisions thereof.

CITY OF VALDEZ, AK



CHUGACH CLEANING COMPANY LLC

SARAH SNYDER AND GALEN BRIDGEWATER

HOME OCCUPATION PERMIT

ID NO: **21-001229**
EXPIRES: **12/31/2021**

This license is Non-Transferable

This license issued in compliance with the City of Valdez, AK and subject to the provisions thereof.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Chugach Cleaning Company, LLC 338 Eagle Ave, Valdez AK 99686	

COVERAGES

CERTIFICATE NUMBER: 62213571

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLS63310217	6/8/2021	6/8/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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 <i>Katherine Keilig</i> Katherine Keilig
--	--

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ACORD 25 (2016/03)

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210

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY, FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.



CASHIERS CHECK

16

No. 00435074

89-6
1252

PAY ***NINE THOUSAND EIGHT HUNDRED TEN and 00/100***USDollars

DATE/TIME
09/20/21

TO THE ORDER OF
CITY OF VALDEZ

9,810.00

Remitter or Purchaser

SARAH SNYDER

MEMO: 2022 Janitorial Bid Security

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.



**City of Valdez
Bid Bond**

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 Obligee, hereinafter called the Obligee, 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: 2022 Janitorial Services
Contract Number: BM-051**

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

Signed and sealed this _____ day or _____, 202_____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



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

**Project: 2022 Janitorial Services
Contract Number: BM-051**

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: 2022 Janitorial Services
Contract Number: BM-051**

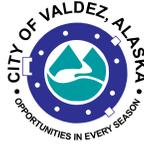
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v.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

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

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

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

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



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

**Project: 2022 Janitorial Services
Contract Number: BM-051**

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

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires: _____

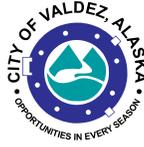


**City of Valdez
Special Provisions**

**Project: 2022 Janitorial Services
Contract Number: BM-051**

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**City of Valdez
Special Provisions**

**Project: 2022 Janitorial Services
Contract Number: BM-051**

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 perform:

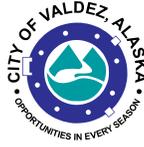
All Janitorial Services listed within the **Frequencies, Standards & Specifications and Bid Schedule** found in this contract.

The contractor needs to be aware that the separate bid items will be awarded in a manner most advantages out the City of Valdez.

Please reference City code 2.80.065: Competitive bidding

F. Evaluation and Award. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the criteria set forth in the invitation to bid. In determining whether a bidder is responsible the city may consider:

1. The qualifications, ability, capacity and skill of the bidder to perform the contract;
2. The availability of the bidder to perform the contract within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance by the bidder of previous contracts;



5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract.

SP 03 Time of Completion

The term of the contract shall be for twelve (12) months. The contract will commence on January 1, 2022 and end December 31, 2022. The contract is renewable at the option of the City of Valdez for two (2) additional one (1) year terms.

All work shall be in accordance with the Contract Documents according to the schedule set forth in the bid form. All work items listed in the bid for shall be completed according to the scheduled frequency unless written notification to change the schedule is received from the City.

Liquidated damages will be assessed in a sum equal to wasted staff hours and lost revenue for each calendar day that a scheduled work item is not performed, not to exceed two hundred dollars (\$200) per calendar day. Special work items will be scheduled with the contractor at least two weeks in advance.

SP 04 Special Site Conditions

General

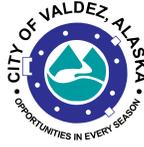
All work sites are facilities currently operated by the City. The contractor shall have visited each site prior to bidding the work to become familiar with special circumstances at each site. Work performed by the contractor shall be performed with as little disruption to activities of the employees and public as possible. The safety of the public shall always be the highest priority.

Smoking

Contractors shall inform their employees that there shall be no smoking in any City facility.

SP 05 Security Requirements

Several types of security systems are utilized at various City facilities. Contractors are required to acquaint themselves and their employees with the specific security measure in effect at each facility. All persons entering any City facility after normal closing hours shall have proper identifications, i.e. company id. Some facilities will have “manned” security personnel in conjunction with electronic security. In these areas, all security requirements must be strictly adhered to.



The contractor shall be required to furnish to the City Contract Administrator a cleaning schedule for each facility and a list of employees working at each facility. The list shall show the employee's full name and list of City keys held in their possession, if applicable. This list shall be kept current with the Contract Administrator for the life of the contract.

City Building Keys: The contractor shall be responsible for safe keeping of any keys signed for through the life of the contract and shall be liable for any costs associated with re-keying a facility due to negligence. The Contract Administrator shall be notified immediately when keys are lost or non-functional.

Unsecured Facility Procedures: Contractor personnel are advised not to enter a facility upon arriving and discovering the entrance doors to be unsecured. The police shall be called immediately to investigate for unsafe or dangerous conditions that may exist at the building and pose life-threatening situations for contract employees. All doors (entry and office) must be closed and locked upon completion of service.

Unauthorized Entry: Only contract employees are to be allowed access into City facilities after normal working hours. Visitors, including spouses and children, shall not accompany contract employees into a City facility after normal working hours.

SP 06 Qualifications of Workers

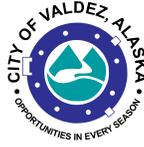
All contract employees shall be experienced and capable to perform work in the required field.

The contractor agrees to provide at all times a competent foreman or supervisor for the life of this contract. The contractor's personnel shall, at all times, present a neat and clean appearance. All work listed within this contract shall be performed and all complaints shall be handled with due regard to the City of Valdez Public Relations. The contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the City Contract Administrator, the contractor shall replace any incompetent, abusive, or disorderly person employed by the contractor. The City Contract Administrator may require removal from work site those contract employees who are deemed objectionable and whose continued employment on City premises is deemed contrary to the interest of the public or inconsistent with the best interest of the City.

SP 07 City's Contract Administrator

This bid form identifies the City Contract Administrator.

Incidents, altercations, or accidents involving the contractor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Administrator, at his/her discretion, may require a written report from the contractor describing the incident or accident.



Upon request or necessity the Contract Administrator will accompany the contractor to the work areas to further clarify or describe procedures or methods. The City of Valdez reserves the right to call periodic meetings with the contractor on an as needed basis to discuss and evaluate the performance of the contractor.

The Contract Administrator reserves the right to request at any time, that timesheets be provided listing employees, dates and times that services were rendered.

After hours emergencies shall be reported to the Valdez Police Departments, 835-4560 or 911. Emergencies or hazardous conditions during business hours shall be reported to the VPD as well as the Contract Administrator.

Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect visitors from injury. It is the contractor's responsibility to provide close supervision of maintenance operations and management of the site. Examples of problems the contractor is expected to report immediately are: Vandalism of any kind to include graffiti, plumbing or electrical malfunctions, safety issues, etc. Any issues or suggestions that may arise shall be addressed to the Contract Administrator as soon as possible.

SP 08 Materials and Supplies

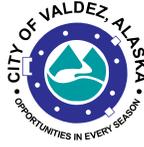
All paper supplies, soaps, dispensers, batteries and air fresheners necessary to complete the contract shall be provided by the City of Valdez. The contractor is responsible for providing the necessary equipment, tools, cleaning solutions, and trash bags to complete this project. Cleaning solutions must be approved in advance prior to using. The contractor must supply the SDS sheets for all cleaning solutions used at each facility.

SP 09 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 10 Coordination and Schedule

All work times shall be coordinated and approved by the Contract Administrator prior to commencing work. The specifications and standards listed in Section 90.02 Scope of Work shall be used to complete the rest of this contract. The contractor shall provide to the Contract Administrator with a scheduled time or services within ten (10) working days of the Notice of Intent to Award.



The City of Valdez closely follows the same holiday schedule as the State of Alaska. In 2022, these include New Year's Day, Martin Luther King Jr. Day, Presidents Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, ½ of Christmas Eve and Christmas Day.

SP 11 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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

SP 12 Permits

The Contractor shall obtain all licenses and permits that are required to do the work as set forth in the Scope of Work.

SP 13 Award of Contract

The award of the Basic Bid Contract for each item number will be made independently. The City of Valdez reserves the right to combine item numbers for award as deemed in the best interest of the City.

SP 14 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 15 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. All invoices must include the contract number. If these are not included, payment may be delayed. All invoices must reflect the information listed in the table below. Timely payment to the contractor is contingent upon the receipt of invoices by the Contract Administrator.



Invoices are due to the City of Valdez, PO Box 307, Valdez, AK 99686 no less than thirty (30) days prior to due date. Billing for outside entities should be mailed directly to that specific entity. Payments may be withheld on account of defective work; damage to City property caused by contractor or their employees or subcontractors; unsatisfactory prosecution of work; failure to pay suppliers, subcontractors or wages promptly; or any other breach of conditions set forth in these documents. Monthly and final payments will be withheld until work is completed or conditions are corrected. This final payment schedule applies only if the contract has not been terminated by the City or breached by the contractor.

The City of Valdez requires that the contractor provide the following information quarterly with their invoice for payment:

1. Proof of unemployment tax clearance from the Department of labor and Workforce Development.
2. Proof of federal tax filings for business to show current
3. Proof of current insurance (must have proper coverage requirements set forth by the City, including worker's compensation coverage.)

Important Note: If the above required items are not submitted with the contractor's invoices for the months of April, July, September and December then payment will be withheld until these items are brought current. These items will be verified for release of payment.

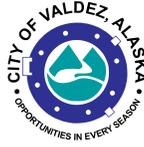
Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any 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 16 Penalty Terms of Contract

Damages or Losses

Any loss or damage to property in the building or to the building caused by the contractor or their employee shall be promptly repaired or replaced to the satisfaction of the City at the expense of the contractor. Failure on the part of the contractor to repair or replace lost or damaged property within twenty-four (24) hours conveys the undisputed authority of the City to call an independent contractor to repair or replace the lost or damaged property and to withhold the total sum for payment on the next billing statement. The City will provide an invoice, as proof of having incurred a financial obligation pursuant to this paragraph to the contractor.



The contractor agrees to accept verbal notice by the City with respect to lost or damaged property and further agrees that twenty-four (24) hour limitation will commence at the time and date of verbal notification.

Joint Inspections

Representatives of both parties will conduct, as designated by the City, joint inspections of the City facilities to evaluate the completeness and quality of services rendered by the contractor. Date and time of inspections will be prescribed by the City. The City of Valdez reserves the right to call a joint inspection at any given time.

Facility Cleaning

Contractor authorizes the City to impose a financial penalty of (\$200.00) per discrepancy, if in the opinion of the City, the services rendered are unsatisfactory or incomplete. All service requirements are clearly listed in the Building Frequencies, Standards and Specifications documents. All items listed must be completed at each cleaning. The penalty will be executed by the City withholding the appropriate sum from the monthly payment. The penalty will not be imposed in a capricious manner or without tangible evidence as to incomplete or unsatisfactory services. Failure to correct deficiencies or problems of a repetitive nature shall be reason for withheld payment or termination of contract.

SP 17 City's Right to Terminate Contract

The city may terminate the contract for default per the provisions set forth in Section 5.29 of Division 10 of the April 2003 COV Standards and Specifications.

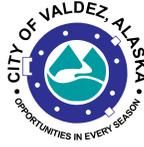
SP 18 Frequencies, Standards and Specifications

The Building Frequencies, Standards and Specifications are to be considered the scope of work for this contract.

SP 19 Allowance/Markup on Change Orders

On self-performed work, in addition to the direct costs of labor and material incurred by the Contractor, the Contractor shall be entitled to an allowance/markup of ten percent (10%) of the direct cost of work for profit and overhead. On subcontracted work, Contractor shall be allowed a five percent (5%) allowance/markup of the Subcontractor's direct costs. These percentage allowances are inclusive of any management time required to prepare and process the change order. This allowance does not apply to owned or rented equipment.

If Work is performed by a Subcontractor, the Subcontractor actually performing the Work shall be entitled to those allowances for overhead and profit listed above plus an additional five percent (5%) for management and supervision of the additional work.



Each subsequent higher tiered Subcontractor or Contractor shall be allowed no more than an additional five percent (5%) of the Subcontractor's direct costs. In no case shall total cumulative markup on direct costs exceed thirty percent (30%).

If lower markups are established via bid forms or negotiation, the lower markups shall apply to change orders.

The allowance made in accordance with the terms outlined above will be understood to be complete reimbursement and compensation for all project office and office staff, general office overhead, use of tools, and small equipment, overhead expenses, bond cost, insurance premiums, profits, indirect costs, delays impacts on the rest of the Work and losses of all kinds and other items of cost not specifically designated. No other reimbursement, compensation or payment will be made for time and material work.

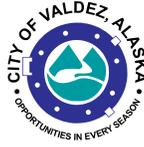
Any allowance made by the Contractor to a Subcontractor, other than specified herein, shall be at the expense of the Contractor.

SP 20 No State Liability

The State of Alaska and its Department of Commerce, Community, and Economic Development are not liable for damages or claims from damages arising from Contactor's performance or activities under the terms of this Contract.

SP 21 Equal Employment Opportunity

The City is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The City shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out this provision. Contractor and any Subcontractors are also bound these provisions.



City of Valdez
Building Frequencies, Standards and Specifications
2022 Janitorial Services
Contract Number: BM-051

Frequencies

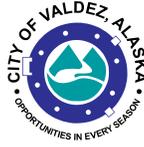
City Hall Building- Administration, Clerks, Lobby, Human Resources and IT Dept:
Services to be performed *once daily* Monday-Friday after 6:00 PM

Daily Services

1. Bathrooms-empty wastebaskets including sanitary napkin containers. Clean wastebaskets inside and out; reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces with commercial grade cleanser. Scrub sinks, toilets, and urinals to include underside with commercial cleanser. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Remove rugs from floors if applicable, sweep and mop floors. **DO NOT REPLACE RUGS ON WET FLOOR SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
2. Scrub down water fountains.
3. Offices-remove trash from wastebaskets, clean cans, and reline. Wipe down & sanitize hard surfaces such as counter tops or desks, if free of paperwork or personal effects.
4. Vacuum high traffic areas (main hallways, foyers); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot treat carpet and trim runners as needed.
5. Vacuum stairs leading to upstairs offices. Wipe down handrails with Virex or approved equal.
6. Clean all foyer windows (both sets) with Windex or similar cleaning solution; clean both sides of glass partition and other windows in the front office.
7. Wipe doorknobs, ADA buttons, handrails, and light switches with sanitizing agent.
8. Prevent urea/salt from accumulating in foyer during the winter season.
9. Outside- police exterior circumference of building for trash, cigarette butts, etc. Sweep sidewalks. Clean outside trash cans and ash urns.

Weekly Services

1. Vacuum offices, printer and printer room, storage area, and other low traffic areas to include elevator; paying attention to wall edges, corners and behind doors. Vacuum under desks after moving chairs and trash cans. Wipe down chair mats.
2. Vacuum elevator, wipe down buttons with Virex or approved equal.
3. Dust hard surfaces, window ledges, picture frames, etc. Wipe down walls and partitions in restrooms with Virex or approved equal.
4. Wipe down metal door frames, window sills & trim.



Community Development and Old Fire Station Offices

*Services to be performed **once daily** Monday-Friday after 6:00 pm*

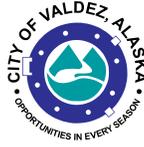
Daily Services

1. Bathrooms (men's room located in first bay of Old Fire Station.) Empty wastebaskets. Wipe down inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and undersides of sinks, toilets, and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
2. Vacuum high traffic areas (main hallways, foyer) and office areas; paying attention to wall edges, corners, under registers, and behind doors. Vacuum under desks after moving chairs and trash cans. Clean chair mats. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
3. Offices- remove trash from receptacles, clean can and reline. This includes the upstairs Training Room.
4. Sweep and mop stairs leading to Training Room. Wipe down handrails with Virex or approved equal.
5. Clean and disinfect all countertop areas.
6. Wipe doorknobs, handrails and light switches with sanitizing agent.
7. Empty trash bin and ash urn outside of Old Fire Station door and pick up any debris or trash in the area. Sweep sidewalk.
8. Prevent urea build-up in front of door during winter season.

Weekly Services

1. Clean all glass windows/partitions in hallways, or more often as needed.
2. Dust all picture frames, window ledges, heat registers, etc.
3. Wipe down walls and cove base in bathrooms.

*Note: This will be subject to change pending renovation projection beginning Winter 2021.



Police Department

Important: *Anyone that will be working in the Police Department must pass a background check prior to starting work. Individuals who do not pass a background check will not be able to enter the Police Department.*

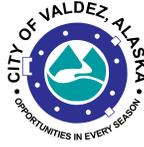
Services to be performed 5 times per week: Monday – Friday

Daily Services

1. Bathrooms- Empty wastebaskets, clean inside and out, reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals; scrub showers (basement). Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe doorknobs and light switches with sanitizing agent.
2. Vacuum high traffic areas (main hallway, stairs, foyer); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
3. Sweep and mop all vinyl floor surfaces in downstairs hall and break room. Remove any rugs or mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
4. Wipe doorknobs, handrails and light switches with sanitizing agent.

Weekly Services

1. Clean all glass windows/partitions in hallways and overlooking foyer weekly or more often as needed.
2. Dust all picture frames, window ledges, heat registers, etc.
3. Vacuum low traffic areas, to include offices, paying attention to edges, corners, under registers and behind doors. Vacuum under desks after moving chairs and trash can. Clean chair mats.
4. Wipe down walls and cove base in all restrooms.



Fire Department

Important: *Anyone working in the Fire Department must pass a background check prior to starting work.*

Services to be performed 5 times per week: Monday-Friday

See Fire Station #1 floorplan showing area to be cleaned.

Daily Services

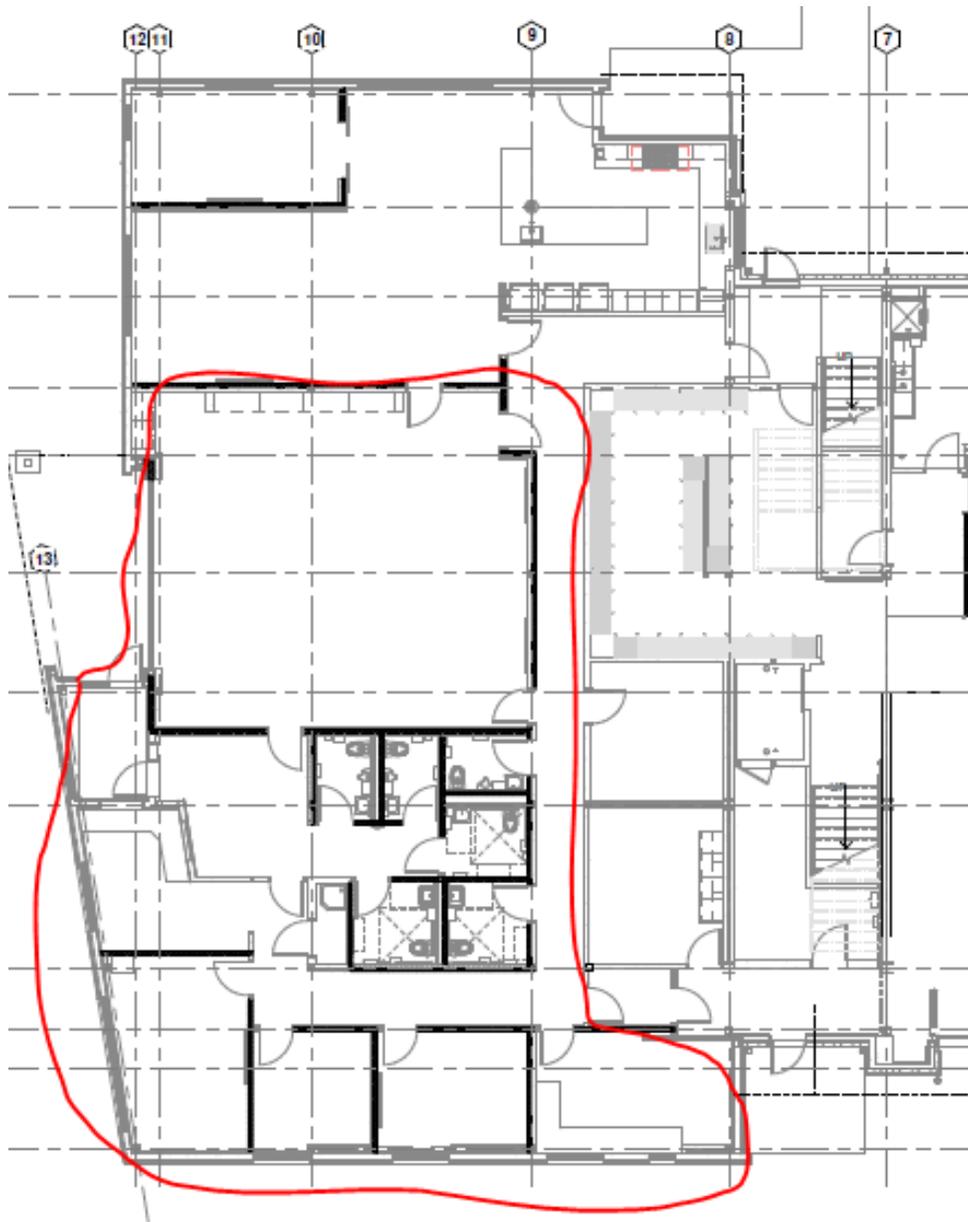
5. Bathrooms- Empty wastebaskets, clean inside and out, reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe doorknobs and light switches with sanitizing agent.
6. Sweep and mop all hard floor surfaces in main hallway and foyer. Remove any rugs or mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY.** Vacuum rugs prior to replacing.
7. Remove trash from receptacles, clean can and reline, offices and reception area.
8. Wipe doorknobs, handrails and light switches with sanitizing agent.

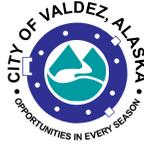
Weekly Services

5. Clean all glass windows/partitions in hallways and foyer weekly or more often as needed.
6. Dust all picture frames, window ledges, heat registers, etc.
7. Vacuum low traffic areas, to include offices and training room, paying attention to edges, corners, under registers and behind doors. Vacuum under desks after moving chairs and trash can. Clean chair mats.
8. Wipe down walls and cove base in all restrooms.



Floorplan of Fire Station #1 Showing Area to be Cleaned





City Council Chambers

Services to be performed once daily Monday-Friday after 6:00 pm

Note: Cleanings cannot take place during City Council Meetings

Daily Services

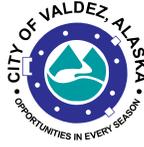
1. Bathrooms- empty wastebaskets; clean cans inside and out; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom floors.
2. Sweep and mop foyer floors. Remove any mats/rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
3. Wipe down doorknobs, ADA buttons, and light switches with sanitizing agent.
4. Kitchen- remove trash and wipe down can- both inside and out; reline. Clean wall behind and around can area. Clean, disinfect and sanitize sink and countertop area. Wipe down faucet. Sweep and mop floor. Remove rugs/mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
5. Remove trash from all other cans. Clean cans inside and out; reline. Wipe down walls in surrounding area.
6. Vacuum main floor area and behind council area. Vacuum foyer rug, mop floor. Prevent urea build up in front of doors and on mats.
7. Police exterior circumference of building. Remove trash and debris from sidewalks. Sweep sidewalk. Empty ash urns and clean.

Weekly Services

1. Dusting- includes all fixed and decorative desks/furniture, picture frames, window ledges, and heat registers.
2. Clean foyer windows/doors, or more often as needed.

Monthly Services

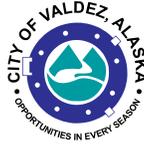
1. Vacuum chairs.



Animal Shelter

Services to be performed 3 times per week (Monday, Wednesday and Friday) after 6:00 pm.

1. Hallway- Sweep and mop. Remove any rugs or mats prior to sweeping. DO NOT REPLACE RUGS ON WET SURFACE-WAIT UNTIL DRY. Vacuum rugs prior to replacing.
2. Cat Room- clean and disinfect countertop, including sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.
Monthly: Sweep and mop under rolling cat condos.
3. Reception and Office Area- wipe down all hard surfaces. Remove trash, wipe cans inside and out; reline. Sweep and mop. Wipe down door knobs and light switches with sanitizing agent.
4. Break Room- wipe down all hard surfaces and sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.
5. Training Room- clean and sanitize sink and countertop areas. Remove trash, wipe cans inside and out; reline. Sweep and mop.
6. Bathroom- scrub and sanitize toilet, sink and underside of sink. Remove trash, wipe cans inside and out; reline. Replace any soap and paper products as needed. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom floor.
7. Windows- clean lobby, cat room, office and glass door windows as needed.
8. Small Animal Room (now located up front next to the bathroom) - wipe down all hard surfaces and sink. Remove trash, wipe cans inside and out; reline. Sweep and mop.



Harbormaster Building – Upstairs Offices

Services performed: **June 1st-August 31st** cleanings are to take place **4 times per week**, before 7:00 a.m. or after 10:00 p.m.

September 1st-May 31st cleanings are to take place **two times per week** before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Bathroom- Empty wastebaskets; clean inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilet. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Vacuum main floor and all office areas. Spot treat carpet and trim runners as needed. Vacuum under desks after moving chairs and trash cans. Wipe down chair mats.
3. Clean, disinfect and sanitize walls and other hard surfaces such as counter tops and desks, if free of paperwork or personal effects. Wipe down doorknobs and light switches with sanitizing agent.

Weekly Services

1. Dust picture frames, heat registers, window ledges, etc.

Harbormaster Building – Downstairs Restrooms

January 1st-April 30th: Cleanings are to take place once daily in the mornings from 5:00 a.m.-6:00 a.m. or as mutually agreed upon by Owner and contractor.

May 1st – May 31st: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. –5:00 p.m or as mutually agreed upon by Owner and contractor.

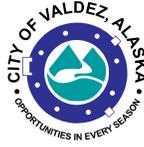
June 1st – August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th – September 30th: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. - 5:00 p.m. or as mutually agreed upon by Owner and contractor.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Showers- With a hard bristle brush, scrub down walls and floor after removing duck boards. Remove hair from drains. Scrub seat areas. Rinse. Replace duck boards.
2. Toilet areas- clean, disinfect, and sanitize toilets, urinals and partitions.
3. Sinks- clean, disinfect and sanitize sinks, countertops, mirrors and wipe down surrounding wall area.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floor.



6. Clean and disinfect entry doors.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.
8. Wipe down seat benches in the main area of the restrooms.

B-Float Comfort Station and New Harbor Comfort Station

May 1st-May 31st: Cleanings are to take place **twice daily** – Morning cleanings will be from 5:00 a.m. - 6:00 a.m. and the second cleaning is to take place between the hours of 8:00 p.m. - 10:00 p.m. or as mutually agreed upon by Owner and contractor.

June 1st- August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th- September 30th: Cleanings are to take place **twice daily** – Morning cleanings will be from 5:00 a.m. – 6:00 a.m. and the second cleaning is to take place between the hours of 8:00 p.m. - 10:00 p.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Bathroom – empty wastebaskets; clean inside and outside of cans; reline.
2. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces.
3. Scrub toilet bowls, sinks, urinals, and the undersides of sinks and toilets.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floors.
6. Wipe down doorknobs and light switches with sanitizing agent.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.

New Harbor– Warehouse Office and Staff Restroom

Services performed: **June 1st-August 31st** cleanings are to take place **4 times per week**, before 7:00 a.m. or after 10:00 p.m.

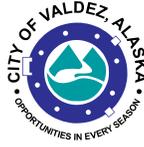
September 1st-May 31st cleanings are to take place **two times per week** before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Bathroom- Empty wastebaskets; clean inside and outside of cans; reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilet. Restock all soap and paper products. Replace batteries in paper towel dispensers if necessary. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Office- Clean, disinfect and sanitize walls and other hard surfaces such as counter tops and desks, if free of paperwork or personal effects. Wipe down doorknobs and light switches with sanitizing agent.

Weekly Services

1. Dust picture frames, heat registers, window ledges, etc.



Warehouse- Public Laundry Area

Services performed daily before 7:00 a.m. or after 5:00 p.m.

Daily Services

1. Empty wastebaskets; clean inside and outside of cans; reline.
2. Clean, disinfect and sanitize walls and other hard surfaces such as counter tops.
3. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.

New Harbor– Warehouse- Public Restroom/Showers

January 1st-April 30th: Cleanings are to take place once daily in the mornings from 5:00 a.m.-6:00 a.m. or as mutually agreed upon by Owner and contractor.

May 1st – May 31st: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. –5:00 p.m. or as mutually agreed upon by Owner and contractor.

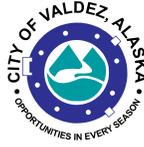
June 1st – August 14th: Cleanings are to take place three times a day at times mutually agreed upon by Owner and contractor.

August 15th – September 30th: Cleanings are to take place twice daily – Morning cleanings will be from 4:00 a.m.-5:00 a.m. and the second cleaning is to take place between the hours of 3:00 p.m. - 5:00 p.m. or as mutually agreed upon by Owner and contractor.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m. or as mutually agreed upon by Owner and contractor.

Daily Services: Bathrooms will be cleaned following the Port and Harbor Restroom Cleaning Procedures included after the **New Harbor– Warehouse- Public Restroom/Showers** section. Alternative cleaning procedures may be used, but must be pre-approved by City.

1. Showers- With a hard bristle brush, scrub down walls and floor after removing duck boards. Remove hair from drains. Scrub seat areas. Rinse. Replace duck boards.
2. Toilet areas- clean, disinfect, and sanitize toilets, urinals and partitions.
3. Sinks- clean, disinfect and sanitize sinks, countertops, mirrors and wipe down surrounding wall area.
4. Restock all soap and paper products. Replace batteries in paper towel dispensers as needed.
5. Sweep and mop floor.
6. Clean and disinfect entry doors.
7. Clean grates, dust air vents, wipe down hand dryers and the surrounding walls.
8. Wipe down seat benches in the main area of the restrooms.



Ports and Harbor Restroom Cleaning Procedures

Safety Precautions;

Read and understand the chemicals and equipment required for the job. Ensure you are current on the Blood Borne Pathogens training and have current immunization shots for Hepatitis. B. PPE has been inspected and is of the appropriate size.

Step 1: Assemble needed supplies and safety equipment

Be sure to wear goggles, protective gloves, rubber-soled shoes and long sleeves when cleaning a restroom.

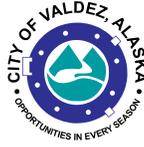
Some or all of this equipment may be necessary;

- *Trigger Sprayer & Bottles*
- *Micro Fiber Clothes (Red, Yellow, Blue)*
- *Liners for Receptacles*
- *Bowl Swab*
- *Wet Mop*
- *Mob Bucket /w Wringer*
- *Inspection Mirror*
- *Broom & Dust Pan*
- *Wet Floor Sign*
- *PPE- Gloves and Safety Glasses*
- *Non-Acid Blow Cleaner*
- *Glass Cleaner*
- *Disinfectant Cleaner*
- *Hand Soap*
- *Paper Towels*
- *Toilet Paper*
- *Sanitary Napkins*

Step 2: Place Cautions Signs and close doors to the public

Step 3: Sweep and Refill

1. Dust all vents, partitions and lights (top to bottom)
2. Sweep floor with a broom
3. Empty trash containers
 - a. Never compress the trash; always be careful of sharp objects that may be sticking out of the liners.
 - b. Disinfect the receptacles and reline after dry.
4. Refill all soap dispensers
 - a. Always top off, or replace cartridge when below 20%
5. Fill paper towel dispensers
 - a. Unlock and refill, careful to open slowly.
 - b. Close and re-secure the lock.



6. Refill toilet tissue
 - a. Unlock and refill, ensure unwinds over the top.
 - b. Close and re-lock.
7. Refill seat cover dispensers.

Step 4: Pre-Treat Toilets & Urinals

1. First flush each toilet and urinal. This is done to ensure that each unit is free of contamination and functioning properly. *(Report any damage or malfunctioning units to your supervisor.)*
2. For urinals, remove objects with gloves and place the urinal screen on a paper towel on the floor during cleaning.
3. Apply bowl cleaner evenly with red bowl swab.
4. Allow product to work 2-5 minutes, or per manufacturer's instructions.

Step 5: Clean Sinks, Mirrors, Countertops, Showers

1. Using a yellow microfiber or disposable cloth, spread disinfectant cleaner evenly over the entire sink.
2. Allow product to work 1-2 minutes, or per manufacturer's instructions, then rinse with clean water.
3. Using a yellow cleaning brush, spread disinfectant cleaner evenly over entire shower stall surface.
4. Allow product to work 1-2 minutes, or per manufacturer's instructions, then scrub and rinse with clean water.
5. Spray mirrors with streak free glass cleaner and wipe clean with blue microfiber or disposable cloth.

Step 6: Return to Toilets and Urinals

Swab toilet bowls and urinals with red toilet brush as you flush to rinse. (Pay close attention to the underside of the flush ring)

Step 7: Clean Walls and Fixtures

1. Using a yellow microfiber or disposable cloth, wipe the sink, faucets, and counter tops.
2. Change cloths and wipe the walls and partitions.
3. Change to red microfiber or disposable cloth and wipe the outsides of the toilets and urinals.

Step 8: Prepare Floor Cleaning solution

Follow instructions on the product and use a clean mop.

Step 9: Mop Floor

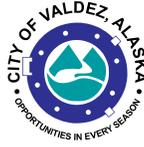
Mop from the farthest corner out. Be certain to clean the corners and the edges. Work your way out of the restroom by working towards the door.

Step 11: Allow Floor to Dry and inspect

Inspect your work prior to opening them back up to the public.

Step 12: Clean and Wash equipment

1. Be sure to clean and wash equipment at the end of each shift.
2. Report any damaged or non-functioning equipment to your supervisor.
3. Report inventory items that are low to your supervisor.
4. Wash and disinfect your hands, arms and face with warm soapy water.



Library

Services to be performed **once** daily, upon close of facility.

Daily Services:

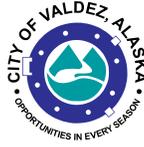
1. Bathrooms- Empty all wastebaskets; clean cans inside and out; reline. Clean, and sanitize mirrors, countertops and other hard surfaces such as light switches and door knobs. Scrub toilet bowls, urinals, sinks and the underside of sinks and toilets. Restock all soap and paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors.
2. Scrub down drinking fountain.
3. All entry door glass must be cleaned inside and out to remove fingerprints.
4. Clean and disinfect countertops, tables and desks, if free of personal effects.
5. Remove trash from all cans. Clean cans inside and out; reline. Wipe down walls adjacent to the trash can areas.
6. Vacuum high traffic areas (main hallways, foyer); paying attention to wall edges, corners, under registers, and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed, downstairs, main floor or upstairs.
7. Sweep and mop stairs, paying special attention to edges and the ledges below the hand rails.
8. Police circumference of building for debris, trash, butts, and other items. Clean ash urns and empty. Sweep entry sidewalks and landings.

Weekly Services

1. Vacuum upper and lower levels **twice weekly**, including once on Sunday, to include study rooms, conference room and AV room on lower level, paying attention to edges, corners, behind doors and under registers. Vacuum under desks after moving chairs and trash cans.
2. Clean all glass partitions/windows on main floor and lower level or more often as needed.
3. Clean foyer windows weekly, or more often as needed.
4. Dust all window ledges, heat registers, picture frames, and other hard surfaces.
5. Wipe down bathroom walls and partitions.
6. Wipe down stairway handrails, light switches, door knobs and ADA buttons with sanitizing agent.

Yearly Services

1. Vacuum, clean and Scotch-Guard furniture.



Recreation Center

A. General Requirements

1. Janitorial services shall be performed six (6) days per week, Monday- Saturday, and upon request on Sundays as needed at hourly rate provided in the Bid Schedule. No services shall be performed earlier than 8:00pm.
2. The City of Valdez shall reserve the right to change the days and times of services at any time based on facility and activities schedules. The City will notify the contractor in a timely manner with any changes to times of services needed.
3. It is expected that the contractor not just clean around fixtures, furniture, equipment, containers or receptacles, but underneath and behind them as needed to complete all services.
4. The janitorial supply room shall be kept clean and orderly at all times; contractor tools and supplies kept on site are to be properly labeled and stored.
5. The contractor shall secure the facility upon completion of janitorial services each night; check, close and lock all exterior doors and windows, turn off all lights, and turn on security alarm.
6. Alternative cleaning procedures may be used, but must be pre-approved by City.

B. Daily Services

The following services shall be performed on a daily basis for the entire facility:

1. FLOORS

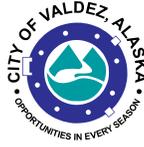
- a. Vacuum all carpeted floors and rugs/mats; careful attention should be paid to all edges, corners, behind doors, and underneath desks, tables, and game tables.
- b. Spot clean all carpeted floors as needed.
- c. Sweep/mop hard surface floors with approved disinfectant; all rugs/mats should be removed prior to wet mop, vacuumed and returned to original location **AFTER** the hard surface floors have dried.
- d. Floors should be free of all visible dirt, debris and stains.

2. DOORS

- a. Clean interior and exterior of all entryway doors, including frame, crash bars, handles, and glass.
- b. Clean and disinfect all doors, including crash bars, handles, knobs, glass, and kick plates as needed.
- c. Doors should be free of streaks, finger prints, and all visible dirt and debris.

3. WINDOWS/MIRRORS

- a. Clean interior and exterior of all entryway windows, including window frames and ledges.
- b. Clean and disinfect all mirrors, including restrooms.



- c. Clean and disinfect interior of all windows as needed.
- d. Windows and mirrors should be free of streaks, finger prints, and all visible dirt and debris.

4. WALLS

- a. Spot clean all walls with approved cleaner as needed.
- b. Walls should be free of spider webs, and all visible dirt and debris.

5. TRASH

- a. Pick-up all loose trash, waste and debris, and dispose of in proper receptacle, including in the parking lot and exterior perimeter of the facility.
- b. Empty all waste receptacles, including all sanitary napkin and exterior receptacles.
- c. Clean and disinfect outside of all waste receptacles as needed; waste receptacles should be free of streaks, finger prints, and all visible dirt and debris.
- d. Replace all liners, including all sanitary napkin and exterior waste receptacle liners, as needed.

6. DISPENSERS

- a. Clean and disinfect all external surfaces of soap and paper product dispensers. Careful attention should be paid to the underside of all dispensers.
- b. Restock all soap and paper product dispensers as needed.
- c. Replace batteries in paper towel dispenser as necessary.

7. RESTROOMS

- a. Clean and disinfect all countertops, sinks, fixtures and fittings; polish all fixtures and fittings.
- b. Flush all toilets.
- c. Clean and disinfect all toilets and urinals, including the bowl, seat, rim, base and all fixtures and fittings; polish all fixtures and fittings.
- d. Clean and disinfect stall partitions, including handles, knobs, and locks.
- e. Clean and disinfect all baby changing stations.
- f. All surfaces should be free of film, smudges, water, scale, mold, mildew, streaks, finger prints, and all visible dirt and debris.

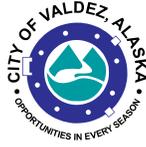
8. KITCHEN AREA

- a. Sweep/mop flooring, removing chairs first. Sweep and mop behind counter area.
- b. Wipe down and sanitize all kitchen countertop surfaces.

C. Weekly Services

The following services shall be performed on a weekly (*one day per week*) basis:

1. Clean and disinfect all light switches.
2. Dust all game tables, picture frames, etc.
3. Sweep/clean back entry.



D. Monthly Services

The following services shall be performed on a monthly (*one day per month*) basis:

1. Vacuum all carpeted walls.
2. Clean and disinfect all interior windows.
3. Clean and disinfect all restroom walls.
4. Clean and disinfect inside of all waste receptacles.
5. Dust all air handler and heat exchange vents.
6. Dust all can and pod lights.



City Pool

A. General Requirements

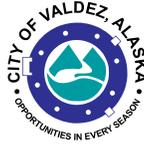
1. Janitorial services shall be performed six (6) days per week, Monday- Saturday. No services on Sundays. No services shall be performed earlier than 9:00pm.
2. The City of Valdez shall reserve the right to change these times of services at any time based on facility and activity schedules. The City will notify the contractor in a timely manner with any changes to times of services needed.
3. Janitorial services shall be limited to all areas of the Valdez City Pool with the exception of the pool area (pool deck, lap pool, and leisure pool) and lifeguard staff room. For the safety and security of all individuals and parties, the contractor shall at no time access the pool area or Valdez City School District Property.
4. Since the Valdez City Pool resides on Valdez City School District property, all persons providing janitorial services at the facility shall be required to pass a background check.
5. It is expected that the contractor not just clean around fixtures, furniture, equipment, containers or receptacles, but underneath and behind them as needed to complete all services.
6. The janitorial supply room shall be kept clean and orderly at all times; contractor tools and supplies kept on site are to be properly labeled and stored.
7. The contractor shall use the dumpster located behind Gilson Middle School to deposit all trash.
8. The contractor shall secure the facility upon completion of janitorial services each night; check, close and lock all exterior doors, and turn off all lights.
9. Alternative cleaning procedures may be used, but must be pre-approved by City.

B. Daily Services

The following services shall be performed on a daily basis for the entire facility:

1. FLOORS

- a. Vacuum all carpeted floors and rugs/mats; careful attention should be paid to all edges, corners, behind doors, and underneath desks, tables, and behind structural supports in hallways.
- b. Spot clean all carpeted floors as needed.
- c. Vacuum/sweep and wet mop hard surface floors with approved disinfectant; any rugs/mats should be removed prior to wet mop, vacuumed and returned to original location **AFTER** the hard surface floors have dried.
- d. Floors should be free of standing water, and all visible dirt, debris and stains.



2. DOORS

- a. Clean interior and exterior of all entryway doors, including frame, crash bars, handles, and glass.
- b. Clean and disinfect all doors, including crash bars, handles, knobs, glass, and kick plates as needed.
- c. Doors should be free of streaks, finger prints, and all visible dirt and debris.

3. WINDOWS/MIRRORS

- a. Clean interior and exterior of all entryway windows, including all window frames and ledges.
- b. Clean and disinfect all mirrors, including restrooms, locker rooms and family change room.
- c. Clean and disinfect all windows as needed.
- d. Windows and mirrors should be free of streaks, finger prints, and all visible dirt and debris.

4. WALLS

- a. Spot clean all walls with approved cleaner as needed.
- b. Walls should be free of spider webs, and all visible dirt and debris.

5. TRASH

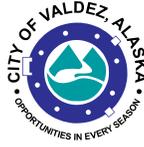
- a. Pick-up all loose trash, waste and debris, and dispose of in proper receptacle.
- b. Empty all waste receptacles, including all sanitary napkin receptacles.
- c. Clean and disinfect outside of all waste receptacle as needed; waste receptacles should be free of streaks, finger prints, and all visible dirt and debris.
- d. Replace all liners, including all sanitary napkin receptacle liners, as needed.

6. DISPENSERS

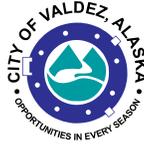
- a. Clean and disinfect all external surfaces of soap and paper product dispensers; careful attention should be paid to the underside of all dispensers.
- b. Restock all soap and paper product dispensers as needed.
- c. Replace batteries in paper towel dispenser as necessary.

7. RESTROOMS, LOCKER ROOMS & FAMILY CHANGE ROOM

- a. Clean and disinfect all countertops, sinks, fixture and fittings; polish all fixtures and fittings.
- b. Flush all toilets.
- c. Clean and disinfect all toilets and urinals, including the bowl, seat, rim, base and all fixtures and fittings.
- d. Clean and disinfect stall partitions, including handles, knobs, and locks.
- e. Clean and disinfect all baby changing stations.
- f. Clean and disinfect all shower areas, including all tile, fixtures and fittings; polish fixtures and fittings.
- g. Clean and disinfect all benches.



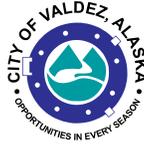
- h. Clean and disinfect exterior of all hand/hair and swim suit dryers.
 - i. Spot clean exterior of lockers as needed.
 - j. All surfaces should be free of film, smudges, water, scale, mold, mildew, streaks, finger prints, and all visible dirt and debris.
- 8. MISCELLANEOUS**
- a. Clean, disinfect and polish drinking fountain with approved cleaner; drinking fountain should be free of film, streaks, finger print and all visible dirt and debris.
- 9. Monthly Services**
- The following services shall be performed on a monthly (*one day per month*) basis:
- a. Clean and disinfect all light switches
 - b. Clean and disinfect interior of all lockers
 - c. Clean and disinfect all restroom, locker room and family change room walls.
 - d. Clean and disinfect inside of all waste receptacles.
 - e. Dust tops of all locker banks.



Vehicle Maintenance Facility

Services performed twice weekly- Upon close of facility

1. Empty wastebaskets in all areas; clean cans inside and out, reline.
2. Bathrooms located in break room and tool room area- empty wastebaskets; clean cans inside and out and reline. Clean, disinfect, and sanitize countertops, mirrors and other hard surfaces with sanitizing agent. Scrub bowls and sanitize undersides of sinks, toilets, and urinals. Restock all paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
3. Sweep and mop floors in break room, both restrooms and upstairs office. Vacuum and remove any rugs from floor before sweeping. Do not replace rugs until floor has dried.
4. Sweep and mop stair leading to upstairs office.
5. Wash inside of windows overlooking shop floor as needed.



Building Maintenance Shop

Services to be performed twice weekly- Upon close of facility

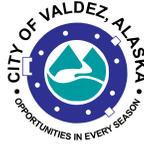
Daily Services

1. Bathrooms (one located next to shop stairs and two located off the kitchen area) – Empty wastebaskets. Wipe down inside and outside of cans; reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks and toilets; scrub shower. Restock all paper products. Replace batteries in paper towel dispenser as necessary. Sweep and mop floors. Wipe down doorknobs and light switches with sanitizing agent.
2. Sweep and mop high traffic areas (main hallways, foyer and computer station area). Remove any mats/rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
3. Kitchen- remove trash and wipe down can- both inside and out; reline. Clean wall behind and around can area. Wipe down faucet. Sweep and mop floor. Remove rugs/mats prior to sweeping. **DO NOT REPLACE REGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
4. Prevent urea build-up in front of door during winter season.
5. Offices- remove trash from receptacles, clean can and reline. Wipe down and sanitize hard surfaces such as counter tops or desks, if free of paperwork or personal effects. This includes three offices, the computer station, and the conference room.
6. Clean and disinfect all countertop areas.
7. Empty ash urns and pick up any debris or trash in the area. Sweep sidewalk.
8. Wipe doorknobs, handrails, and light switches with sanitizing agent.
9. Empty cigarette and trash bins outside of building. Police general vicinity for trash and other debris.

Weekly Services

1. Clean all glass windows/partitions in hallways or more often as needed.
2. Dust all picture frames, window ledges, heat registers, angle cross supports, etc.
3. Sweep and mop or vacuum office floors. Remove rugs/mats prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE- LET DRY.** Vacuum rugs prior to replacing.
4. Vacuum Conference Room paying attention to wall edges, corners, under registers, and behind doors. Vacuum under table after moving chairs and trash cans. Clean chair mats. Spot clean carpet as needed.

Wipe down walls and cove base in bathrooms.



Baler Break Room Building and Baler Bathroom

Services to be performed twice weekly- Upon close of facility

1. Empty wastebaskets in all areas; clean cans inside and out, reline
2. Showers- Clean and disinfect stalls to include walls, floors, and curtains with sanitizing agent. Wipe down and sanitize shower seats, doorknobs and light switches.
3. Bathrooms- empty all wastebaskets; clean cans inside and out and reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces with appropriate cleaning agent. Scrub bowls and sanitize undersides of sinks, toilets, and urinals. Restock all paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Wipe down doorknobs and light switches with appropriate sanitizing agent.
4. Wipe down and sanitize kitchen countertops. Clean and scrub sink. Spot clean cabinets.
5. Sweep and mop floor. Vacuum and remove any rugs from floor before sweeping. Do not replace rugs until floor has dried.



Airport Terminal

*Services to be performed **daily**- Upon close of businesses located at facility*

Daily Services

1. Bathrooms- empty all trash receptacles to include sanitary napkin containers; clean trash receptacles inside and out, reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks, toilets, and urinals. Wipe down bathroom partitions. Restock all paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop floors. Remove trash from public area receptacles. Clean receptacles inside and out, reline. Wipe walls surrounding the receptacle area.
2. Scrub down water fountains.
3. Vacuum main public area and stairs leading to offices on second floor, paying attention to edges, corners, under registers and behind doors. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Spot clean carpet and trim runners as needed.
4. Outside- Police 25' in each direction of all entry doors for trash, debris and cigarette butts, etc. Sweep sidewalk. Remove trash from receptacles and reline. Clean ash urns and empty.
5. Wipe doorknobs, handrails, and light switches with sanitizing agent.
6. Vacuum upstairs hallways paying attention to edges and corners, spot clean as necessary.
7. Upstairs restrooms- Empty all trash receptacles to include sanitary napkin containers; clean trash receptacles inside and out, reline. Clean, disinfect and sanitize countertops, mirrors and other hard surfaces. Scrub bowls and underside of sinks, toilets and urinals. Wipe down bathroom partitions. Restock all paper products and soap. Sweep and mop floors. Clean receptacles inside and out, reline. Wipe walls surrounding the receptacle area.
8. Public area between Ravn Air and Puddle Jumper's Bar- Vacuum all carpeted areas thoroughly paying close attention to edges and corners. Vacuum rugs prior to vacuuming main carpet, remove rugs, vacuum main carpet and replace rugs. Wipe down all tables, chairs and booths. Remove and dispose of all trash that is left in this area.

Weekly Services

1. Windows- Clean windows entry area or more often as needed. Clean all glass partitions in public areas, to include upstairs overview.
2. Dusting- this includes all window ledges, picture frames, woodwork, etc. (weekly or as needed) to include stairs, soda machines, information distribution center, etc.
3. Wipe down walls and cove base in upstairs restrooms, paying attention to dust collecting around heat registers.
4. Showers- Clean showers and fixtures with disinfectant.

Quarterly Services

5. Shampoo airport terminal carpets.



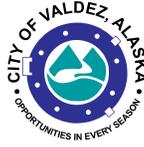
Airport First Floor Highlighted Areas to be Cleaned





Airport Second Floor
Highlighted Areas to be Cleaned





Capital Facilities, Finance, and Port Offices at Airport

Services to be performed twice weekly (Sundays and Wednesdays) - Upon close of facility

1. Empty wastebaskets in all areas, clean cans inside and out, reline.
2. Vacuum offices, paying attention to corners, behind doors, and under tables and desks.
3. Wipe down break room, coffee station countertop, and sink. Restock paper towels and replace batteries in dispenser if necessary. Toilet is not used in the main office.
4. Windows- clean all glass doors and partition windows.
5. Wipe down and sanitize hard surfaces such as countertops, baseboard heaters, file cabinets, window ledges, or desks, *if free of paperwork or personal effects.*
6. Port kitchen - remove trash and wipe down can- both inside and out; reline. Wipe down and sanitize Port kitchen countertops. Clean and scrub sink and faucet. Spot clean cabinets. Sweep and mop floors.
7. **Once a week:** Mop main office bathroom floor.

Comfort Stations

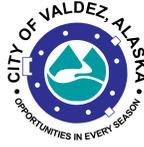
Dock Point, Ruth Pond, Oumalik, Shoup Bay Trailhead, John Kelsey Municipal Dock (Total of 5 facilities)

Oumalik and Shoup Bay Trailhead: *Services to be performed twice daily May 15th-September 15th*

Dock Point: *Services to be performed twice daily from April 15th to September 30th*

Ruth Pond and John Kelsey Municipal Dock: *Services to be performed three times daily from April 15th to September 30th*

1. Sanitize and scrub down walls, floors, partitions, etc. with brush and appropriate cleansing agent.
2. Mop floors.
3. Scrub bowls and sanitize undersides of sinks, toilets and urinals.
4. Remove trash from receptacle, clean inside and outside of can, reline.
5. Wipe down mirrors.
6. Restock all paper products and soap dispensers
7. Replace batteries in paper towel dispenser if necessary.
8. Sanitize and wipe down all countertops, door handles and light switches with appropriate cleaning agent.



Outhouses

Alpine Woods Playgrounds (2 outhouses), Robe River Playground, and Solomon Gulch Outhouse at Hatchery (4 facilities total)

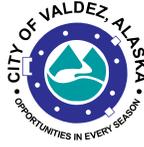
*Services to be performed **twice weekly** from May 1 to October 15 with the exception of pre-scheduled park rentals to which 72 hour advanced notice will be given upon any cleaning schedule change to accommodate those reserved rental events. Solomon Gulch Outhouse to be cleaned **twice daily** from May 1-September 15.*

1. Sanitize and scrub down walls, floors, doors, partitions, etc. with brush and appropriate cleansing agent.
2. Sweep and mop floors
3. Scrub and sanitize toilet pedestals
4. Remove trash from receptacles, clean inside and outside of can, reline
5. Restock all paper products
6. Sanitize and wipe down all countertops, door handles, and door frames with appropriate cleansing agent
7. Wipe down windows to ensure no debris is present.

Goldfields

*Services to be performed **once daily** from May 1- September 15 with the exception of pre-scheduled park rentals and/or game tournaments to which 72 hour advanced notice will be given upon any cleaning schedule change. Schedule will be Monday through Thursday once a day providing there are no tournaments. During tournaments, services will need to be provided **twice daily**. We will utilize a schedule of games if one is provided.*

1. Sanitize and scrub down walls, floors, partitions, etc. with brush and appropriate cleansing agent.
2. Mop floors.
3. Scrub bowls and sanitize undersides of sinks, toilets, and urinals.
4. Remove trash from receptacle, clean inside and outside of can, reline..
5. Wipe down mirrors.
6. Restock all paper products and soap dispensers.
7. Replace batteries in paper towel dispenser if necessary.
8. Sanitize and wipe down all countertops, door handles, and light switches with appropriate cleansing agent.
9. Wipe down windows to ensure no debris is present.



Special Services- Spring and Fall Cleanings

Carpet Shampooing

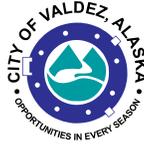
All facilities shall be shampooed according to contract specifications two (2) times per year in early May and late October with the exception of the Airport terminal, which is quarterly. Contractor is required to return to the facility the next day in order to ascertain which spots need additional treatment. Special Note: Contractor must use the product Folex, Fiver Care or Pre-Approved equal by the Contract Administrator when shampooing any carpets in “City Owned” facilities to keep the carpets from being damaged by harsh chemicals.

Window Washing

All facilities within this contract shall have both the exterior and interior windows washed two (2) times per year: Once in April and October.

Dusting

All facilities within this contract shall be thoroughly dusted (to include sills, baseboards, cove base, etc.) two (2) times per year in April and October to coincide with window washing and carpet shampooing.



Mary Kevin Gilson Medical Center

Services to be performed once daily Monday – Friday after 7:00 pm.

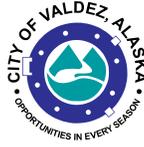
IMPORTANT NOTE: A minimum of six (6) man hours per daily cleaning is required to keep this facility up to healthcare standards. If this minimum requirement of labor hours is not met, then the contractor will be subject to fines or termination of contract.

Daily Services

1. Empty wastebaskets including sanitary napkins containers, clean inside and outside of receptacles. Collect all designated waste paper and trash, dispose of it in designated dumpsters. Do not remove sharps containers or red bio-hazard bags.
2. In Kitchen, clean all counters, sinks, appliances and spots on cabinets then disinfect with VIREX OR EQUIVALENT. Vacuum carpets and sweep floors. Floors are to be mopped with QUAT 128. Empty trash under sink. Wipe down the inside of the cabinet under the sink.
3. Exam rooms: Wipe down and clean doorknobs, light switches, countertops, sinks, cupboard fronts, chairs, cabinet tops and other surface tops. Once clean, disinfect with VIREX or EQUIVALENT. Clean exam tabletop, sides and fronts (**pull out footsteps and stirrups**) and disinfect with VIREX OR EQUIVALENT. Vacuum carpets and sweep floors. Mop floors with QUAT 128. Trip carpet runners as needed. Empty trash beside exam tabletop and under sink. Wipe down the inside of the cabinet under the sink.
4. In Sterilization Room, clean countertops and all hard surfaces, then disinfect with VIREX OR EQUIVALENT. Scrub floors with QUAT 128. Remove trash from under sink and behind door.
5. Clean and disinfect specimen door with VIREX OR EQUIVALENT in restrooms.
6. Scrub bathroom floors and mop with QUAT 128, wash all plumbing fixtures, urinals and water closets, then disinfect with VIREX OR EQUIVALENT. Damp wipe all dispensers and tiled portion of bathroom walls with VIREX OR EQUIVALENT.
7. Restock all paper products, deodorizers, towels and soap in bathrooms.
8. Vacuum all carpets, trimming carpet runners. Spot treat as needed.
9. Clean then disinfect all drinking fountains with VIREX OR EQUIVALENT.
10. Maintain lobby area by straightening chairs, magazines, toys; wipe down front doors and vacuum floor. Wipe down and disinfect all waiting room furniture. Clean windows in lobby.
11. Dust all visible surfaces of furniture, fixtures, and equipment, pictures, etc.
12. Vacuum foyer area between hospital and clinic doors, trimming carpet runners. Spot treat carpets as necessary.
13. Police sidewalks and parking areas, within a 25 foot radius of all exit doors, by collecting and removing all trash and other discarded materials- including cigarette butts. Clean under grates that may be built into concrete.
14. Removal of all finger marks and smudges from walls, woodwork and glass surfaces.

Weekly Services

1. Vacuum and clean all office chairs



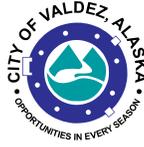
Bi-Annual Services

1. Shampoo all carpets, to include foyer area between hospital and medical center. This service is to be performed on Friday evening or Saturday morning to allow for proper drying time. Must be scheduled and approved in advance.
2. Dust or vacuum window coverings such as blinds or drapes, etc, overhead pipes and moldings, etc, that must be reached by a ladder.
3. Wash exterior and interior windows and glass wind deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces. Clean all fixtures and furniture. Washing windows shall coincide with bi-yearly carpet cleaning.
4. Wash walls in public and common areas and halls.

As Required

1. Remove spots and stains from carpets, rugs and tile. Remove all foreign matter (gum, smudges, etc.) from floors, handrails and furniture. Trim carpet runners.
2. Clean foyer and entry windows and doors, to include privacy glass partitions between lobby and office staff.
3. Dust light fixtures as appropriate for greatest light efficiency.

All contractor employees working in the clinic must pass a criminal history background check. The contractor is responsible for conducting and administering all background checks. Proof of authorization and clearance must be provided for each employee, upon request of the Contract Administrator. Additionally, all contractor employees must be trained in HIPAA policies/procedures. All new employees, through life of the contract, must have HIPAA training and criminal history background checks prior to start of work at this medical facility. Upon the award of contract, contractor must provide evidence of background checks for all current employees. Failure to provide background checks and HIPAA training to employees and documentation of such training to Contract Administrator before work starts in the Clinic will lead to the loss of the contract. A list of all employees must be kept on file with the Contract Administrator and be pre-approved.



Custodial Specifications and Standards

Waste and Trash Receptacles

Specifications- Empty all contents from trash and waste receptacles. Clean and sanitize all receptacles inside and out, install properly fitting liners. Scrub the walls and floor areas immediately surrounding the receptacles. Visually and manually police circumference of each facility looking for loose waste, cigarette butts, and trash. Remove and replace liners from exterior receptacles. Sweep and/or mop beneath receptacle and clean surrounding areas.

Standards- Properly cleaned receptacle shall be free of debris and waste residue or build-up. Walls, floors, corners, and surrounding areas of receptacles must be free of dirt, build-up or residue.

Ash Urns

Specifications- Empty all containers and wash clean with appropriate cleaning material to remove all stains and residue. Polish metal of containers.

Standards- Properly cleaned containers are free of debris, odors, deposits, smudges and unsightly conditions. They will display a bright, clean, and residue free appearance. There will be no cigarette butts or debris of any kind lying around the ground of the surrounding area.

Drinking Fountains

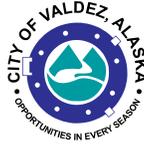
Specifications- All stains- including rust, lime, calcium and other foreign objects- will be completely removed from the fixture. Virex or a similar product shall be applied to the fountain to clean and sanitize the entire surface area. Bright work, including any exposed piping, will be cleaned with an appropriate cleaning agent. The drain holes will not be allowed to become clogged or discolored. After cleaning, the fountain will be wiped dry with a clean cloth. Areas immediately adjacent to the fountain will be cleaned also.

Standards- Properly cleaned and maintained fountains and associated surfaces will be free of streaks, discolorations, deposits, build-up, and all other unsanitary or unsightly conditions.

Carpet

Specifications- Vacuum all carpet surfaces with an industrial type commercial vacuum using attachments or “BacPac” style vacuum for corners and edgework. When soiled/stained; spot clean with appropriate cleanser for carpet type. Check spot the following day, treat again if needed. It may take several treatments to pull the spot from carpet. Trim runners with sharp knife or scissors to the normal surface height of the carpet. Damage done by contractor must be reported to the City of Valdez and corrected by the contractor at no cost to the City.

Standards- Properly vacuumed and spot-cleaned carpets are free of loose strands, soiled spots, dust, dirt, matted areas, and other unsightly blemishes. The surfaces will display a uniformly clean and bright appearance. Carpeted surfaces shall not display any dirt buildup in corners, edges, or under furniture and fixtures.



Carpet Shampooing

Specifications- Carpet shampooing shall be provided to all carpeted surfaces throughout City Facilities. All carpets shall be shampooed using a warm water extraction method, and when applicable, a scrubbing method. Carpet must be allowed to **thoroughly** dry before completely vacuuming surfaces. Methods used to clean or dry surfaces that may lead to shrinkage are not allowable. Contractor will take care during extraction not to damage any surrounding furniture, cove base, wall fixtures or additional surfaces. All furniture will be replaced to its original location after drying is complete.

Standards- Properly cleaned carpet surfaces are free of soiled spots, stains, wet areas, rust, odors, matted surfaces, shrinkage, color runs, discolorations, and all other foreign matter.

Special Note: Contractor must use the product Folex, Fiver Care or Pre-Approved Equal by the Contract Administrator when shampooing any carpets in “City Owned” facilities to keep the carpets from being damaged by harsh chemicals.

The Contractor is responsible for any repair work or replacement costs due to damages associated with this service. The Contractor will contact the Contract Administrator to schedule this service in advance.

Pedimats, Rubbermats, Rugs, & Runners

Specifications- Where applicable, mats shall be removed from “cut-out” areas. Underneath surfaces shall be swept and mopped prior to mat replacement. Each section must be reinstalled in the same location from which it was removed.

Vinyl/Linoleum Surfaces

Specifications- Surfaces shall be swept to remove any sand, grit, dirt, dust or other debris. Airborne dust particles are to be kept at a low level when performing this service. Flooring surfaces must then be mopped with a solution of water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

Standards- Properly cleaned floor surfaces are free of dirt, sand, grit, stains, rust spots, mop strings, missed areas, scuff marks, or other unsightly appearances. Linoleum surfaces must display a uniform bright, clean and odor free appearance. Build-up in corners, edges and under fixtures is not allowable.

Dance Floor/Laminate Flooring

Specifications- Wood/Laminate floor surfaces must be swept to remove sand, grit, dirt, dust or other debris. Use a damp mop with water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

Standards- Properly maintained floor surfaces are free of dirt, sand, grits, dust, or any other debris or unsafe condition and appearance. Build-up in corners, edges, and under fixtures is not allowable.



Stairs and Landings

Specifications- Vacuum all stairs and landings with an industrial type canister or “BacPac” style cleaner for the removal of dirt, dust, lint, loose nap or other debris or foreign particles. All non-carpeted stairs will be mopped with water and a neutral cleanser. Handrails will be wiped with Virex or a similar product.

Standards- Stairs and landings must be cleaned for complete removal of debris, lint, dirt, sand, and other foreign objects.

Ice Melt/Urea Removal

Specifications- With a mixture of neutralizer/conditioner and a quality carpet cleanser use an extraction machine for the soiled and stained carpeted areas until no staining appears. This may take several extractions. Use a mixture of detergent and neutralizer as last rinse.

Standards- Carpets, rugs, and bare flooring shall have no staining, streaking, discoloration, or unsightly showing of ice melt or urea.

Restrooms

Specifications- Clean, sanitize and wipe dry the inside, outside, and underneath of all urinals, commodes, wash basins, bright work, toilet seats on both sides, under & around hinges, partitions, partition leg supports, plumbing fixtures, dispensers, doors, mirrors, and walls. Sanitize with Virex or similar approved product. Use stainless steel cleanser if applicable.

Restock all soap and paper towel dispensers ensuring all products are of the proper size for the dispenser. Remove trash from receptacles, reline. Sweep floor surfaces to remove dirt, sand, grit, dust or other unsightly matter. Mop floors with cleansing agent that leaves no residue on floor surfaces. Flush floor drains (if applicable) with hot water.

Standards- Properly cleaned restrooms will be free of all odors, stains, discolorations and deposits. High sanitary conditions will be maintained.

Showers

Specifications- Scrub and wipe dry inside and outside of all shower stalls, floors, bright work, partitions, plumbing fixtures, and shower doors with a solution of water and non-abrasive cleanser. Use a stainless steel cleanser if applicable. Use Virex or approved equal to sanitize previously specified items. Drains are to be cleaned and any debris removed. Mats on shower floors shall be disinfected and sanitized.

Standards- Properly cleaned showers shall be free of all odors, stains, discoloration and deposits. High sanitary conditions shall be maintained. No offensive odors shall be detected from showers, mats or drains. There shall be no soap or grime build-up on shower walls, seats, mats, or partitions.

Glass Surfaces & Mirrors

Specifications- Cleanse all glass surfaces with a cleanser that contains ammonia. Wipe dry with lint free cloth or squeegee.

Standards- Glass surfaces and mirrors shall maintain a clean, streak free appearance free of lint, blemishes, and any other unsightly appearances.



Exterior Entrances

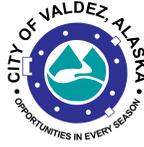
Specifications- The immediate area (25' radius) of all exterior entrance and exit doors shall be cleaned during regular custodial services. Sidewalk areas shall be swept with brooms to remove any other foreign matter. Where applicable, grates shall be removed from each "cut out" area and the underneath surfaces thoroughly cleaned. Walls in these areas are to be kept clean and free from residue.

Standards- Properly cleaned areas outside entrance and exit doors shall be free of all cigarette butts, trash, litter or any other foreign matter. Grate cut out areas shall be free of dirt, soiled spots, odors, discoloration, and other unsightly appearances.

Dusting-includes furniture, fixed surfaces, walls, blinds, etc.

Specifications- Dust all furniture and fixed surfaces with treated dust cloth. For painted wall surfaces, a non-treated dust cloth attached to a long handled tool shall be used to reach from baseboards to ceiling lines. Virex or similar agent shall be used to sanitize doorknobs, handrails, light switches, etc.

Standards- Properly cleaned and dusted surfaces shall show no signs of dust build-up or any residue accumulation on walls, light switches, doorknobs, handrails, etc.



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and CHUGACH CLEANING COMPNAY, LLC (“Contractor”) is effective on the _____ day of _____, 2021.

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

Project: 2022 Janitorial Services
Contract No.: BM-051
Cost Codes: 001-4200-44230

Contractor’s project manager under this agreement is Sarah Snyder.

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.

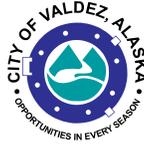
ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with Appendix B which is incorporated herein by reference.

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, 2022. The City of Valdez reserves the right to extend this contract by one (1) year increments for two (2) years, not to exceed a total contract period of three (3) years.



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:

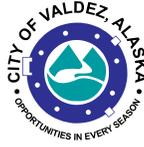
<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional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

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

ARTICLE 6. Appendices

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

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



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

**CHUGACH CLEANING COMPANY,
LLC**

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

Mark Detter, City Manager

Printed name

Date: _____

Date: _____

ATTEST:

Title: _____

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: _____

Date: _____

Mailing Address

RECOMMENDED:

City, State, Zip Code

Nathan Duval, Capital Facilities Director

Date: _____

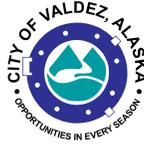
Signature of Company Secretary or Attest

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

Date: _____

Jon S. Wakeland

Date: _____



Appendix A Scope of Work

BASIC SERVICES

Agreement shall include providing all labor, materials, tools, equipment, transportation and supervision necessary to perform all Janitorial Services selected from the Building Frequencies, Standards & Specifications and Bid Schedule found in this contract, as well as other janitorial services as deemed necessary by the City of Valdez.

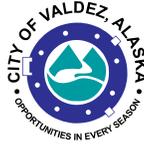
The scope of work is more specifically described in the bid documents dated September 20, 2021.

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 from the selected items from the Bid Schedule, as well as hourly rates provided dated September 20, 2021, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

This service agreement will serve as the basis of compensation and work will be authorized and billed via purchase orders.



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.

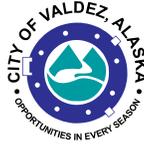
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Contractor's compensation under this Agreement.

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:

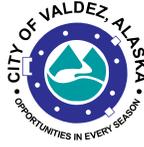
The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Contractor in the performance of this Agreement.

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.



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.

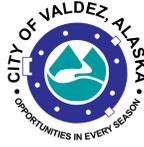
XIII. Claims and Disputes:

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 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 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.

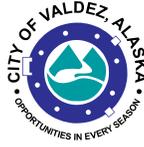
XIV. Extent of Agreement:

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.

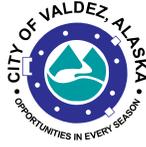
See attached links for reference:

<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;

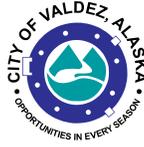


(4) The City shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by Contractor or subcontractors the difference between

(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
Project Title: 2022 Janitorial
Services Contract No.: BM-051

TO: All Recipients

Date: September 15, 2021

SUBJECT: Addendum No.1

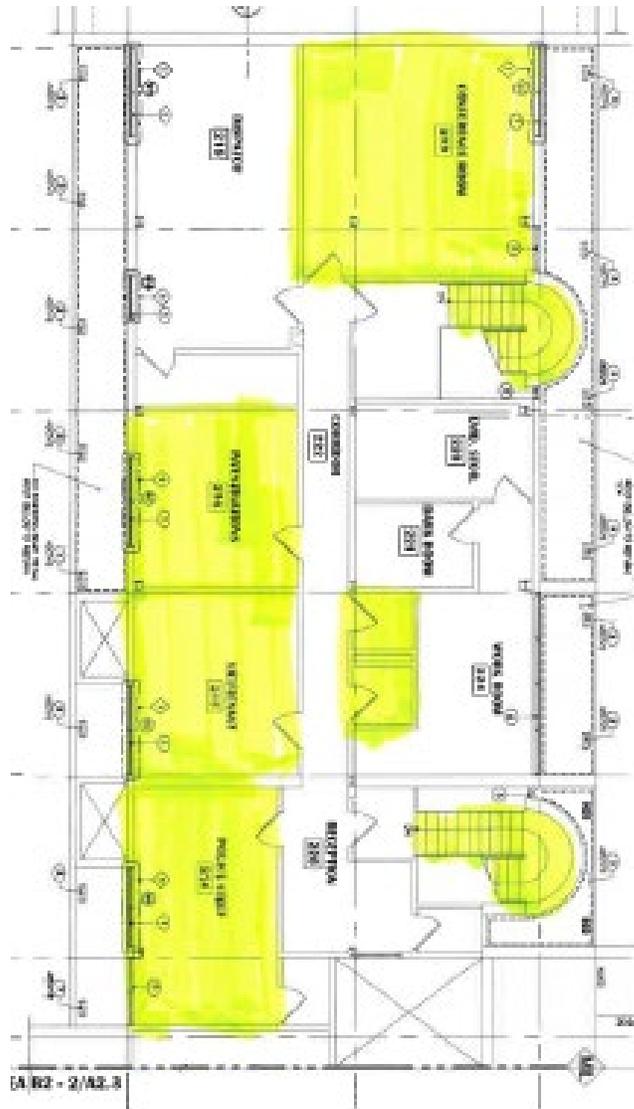
This Six (6) page Addendum forms a part of the project scope documents and modifies the project scope for the above-referenced project. **Acknowledge receipt of this Addendum in the space provided on the Bid Form.** Failure to do so may subject the Bidder to disqualification.

This Addendum makes the following changes and/or clarifications:

1. Question: Will City Hall floor plans showing which areas need to be cleaned be provided?
Response: The City Hall floor plans are shown below.
2. Question: When is the Valdez Medical Clinic site visit?
Response: September 16, 2021 at 7:00 PM. We will meet at the front door of the Clinic.
3. Question: Will any trash bags will be provided by the City?
Response: Fifty gallon and larger will be provided by the City.

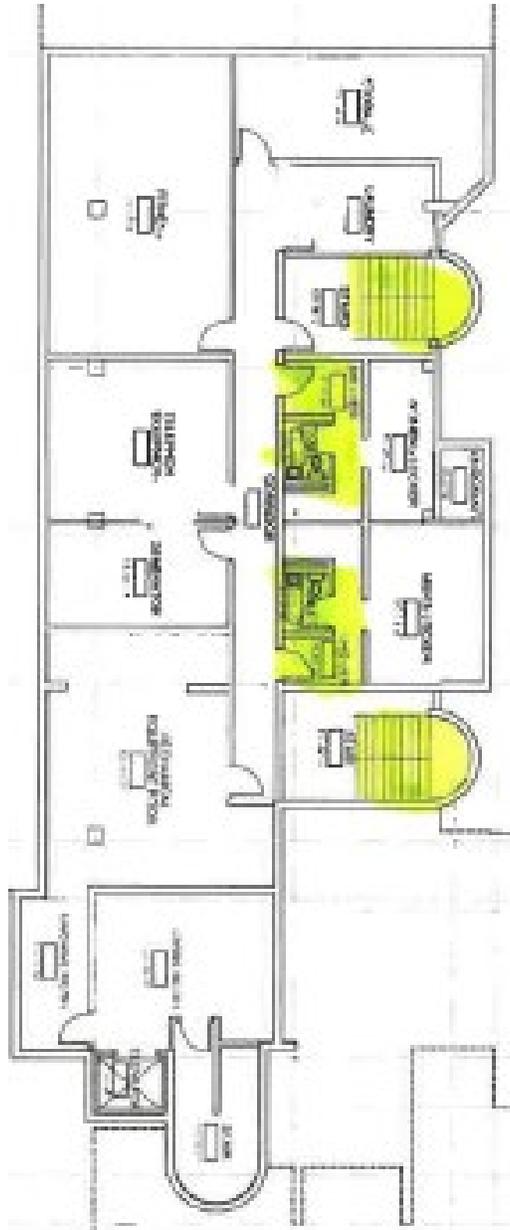


Police Department 2nd Floor Areas in Green to be Cleaned





Police Department Basement
Areas in Green to be Cleaned
Bathrooms and Showers in Locker Rooms





Administration/HR/IT Areas in Green to be Cleaned





Legislation Text

File #: 21-0502, **Version:** 1

ITEM TITLE:

Approval of a Cooperative Agreement with the United States Geological Survey (USGS) for Annual Operations and Maintenance of a Stream Gage on the Lowe River and on the Valdez Glacier Stream

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: \$170,000
Unencumbered Balance: \$170,000
Funding Source: 001-5500-43200

RECOMMENDATION:

Approve the cooperative agreement with USGS for annual operations and maintenance of a stream Gage on the Lower River and on the Valdez Glacier Stream.

SUMMARY STATEMENT:

In 2016, the City entered into a five-year cooperative agreement with USGS for the operations and maintenance of a stream gage on the Lowe River and the Valdez Glacier Stream. This agreement ended on September 30, 2021. The stream gages are critically useful in monitoring water levels during potential flooding events of the Lowe River and of the Valdez Glacier Stream.

Each gage sends live data to a website that updates every 15 minutes and sends alarms to City staff when the stream levels rise above a specified threshold. This is immediate, relevant data for both individuals that live in the floodplain and emergency flood responders.

The City will contribute \$34,000 annually for both gages. This amount was included in the 2022 Planning Department Budget request, as it has in past years. Attached to this agenda statement is the proposed agreement with USGS committing to the annual monitoring and maintenance costs of the gages. Also attached is a USGS cost evaluation document that explains the costs associated with maintaining stream gages.

It is staff's recommendation that the City Council approve the five-year cooperative agreement for the USGS stream gages on the Lowe River and Valdez Glacier Stream.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY ALASKA SCIENCE CENTER

4210 University Drive
Anchorage, Alaska 99508-4626

September 23, 2021

Honorable Sharon Scheidt, Mayor
City of Valdez
212 Chenega Ave.
P.O. Box 307
Valdez, AK 99686

Dear Mayor Scheidt:

Thank you for your continued interest in the collection of streamflow information for flood warning and flood forecasting on the Lowe River and Valdez Glacier Stream. We have enclosed a Joint Funding Agreement (JFA) to continue the operation of streamgaging stations Lowe River in Keystone Canyon (USGS Station 15226220) and Valdez Glacier Stream (USGS Station 15227090).

The U.S. Geological Survey (USGS) cooperative matching funds allow us to fund a portion of the cost of hydrologic work of mutual interest. Federal cooperative monies are subject to the availability of appropriations on a year to year basis. This Joint Funding Agreement can be modified by a letter of amendment or terminated upon 60 days written notice to either party.

Annual costs to the City of Valdez and U.S. Geological Survey (USGS) are summarized below:

	Valdez	USGS	TOTAL
October 1 2021-September 30 2022	\$34,000	\$34,000	\$68,000
October 1 2022-September 30 2023	\$34,000	\$34,000	\$68,000
October 1 2023-September 30 2024	\$34,000	\$34,000	\$68,000
October 1 2024-September 30 2025	\$34,000	\$34,000	\$68,000
October 1 2025-September 30 2026	\$34,000	\$34,000	\$68,000

As part of the operation of the gages, the USGS will:

- Operate and maintain the streamgages.
- Maintain datum at the site.
- Record stage data every 15 minutes.

- Make discharge measurements during visits to maintain the stage-discharge rating curve and to define the winter hydrograph.
- Post near real-time stage and discharge data in the USGS online *USGS Water Data for the Nation* from <http://waterdata.usgs.gov/nwis/>.
- Store the data in the USGS databases.
- Publish these data to the USGS online to *USGS Water Data for the Nation* from <http://waterdata.usgs.gov/nwis/>.

The City of Valdez will be billed quarterly, beginning December, 2021. The USGS DUNS number is 137825845. Work performed with funds from this agreement will be conducted on a fixed-cost basis. The USGS will retain all equipment purchased with funds from this agreement. It is understood that data obtained during the course of this work will be available to the USGS for publication and use in connection with related work. This agreement operates under the authority of statute 43 USC 50, which allows us to perform this work.

If you have any questions, please call Jeff Conaway at 907 786-7041. Please contact Starlyn Lenore at (907) 786-7117 with any billing concerns. Thank you for your understanding and cooperation in this matter. We appreciate your support of this valuable water resources program.

Sincerely,

Christian E. Zimmerman
Director, Alaska Science Center

cc: Chad Smith (USGS-ASC)
Jeff Conaway (USGS-ASC)

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Alaska Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Valdez, City of party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$170,000 by the party of the first part during the period October 1, 2021 to September 30, 2026
- (b) \$170,000 by the party of the second part during the period October 1, 2021 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600004230
Agreement #: 22WBJFA00000004
Project #: WB00GR1
TIN #: 92-6000143

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeff Conaway
Associate Center Director Water, Ice,
and Landscape Dynamics
Address: 4210 University Drive
Anchorage, AK 99508
Telephone: (907) 786-7041
Fax: (907) 786-7150
Email: jconaway@usgs.gov

Customer Technical Point of Contact

Name: Sharon Scheidt
Mayor
Address: 212 Chenega Ave PO Box 307
Valdez, Alaska 99686
Telephone: (907) 834-3408
Fax:
Email: sscheidt@valdezak.gov

USGS Billing Point of Contact

Name: Starlyn Lenore
Budget Analyst
Address: 4210 University Drive
Anchorage, AK 99508
Telephone: (907) 786-7117
Fax:
Email: slenore@usgs.gov

Customer Billing Point of Contact

Name: Bruce Wall
Sr. Planning Technician
Address: 212 Chenega Ave PO Box 307
Valdez, Alaska 99686
Telephone: (907) 834-3451
Fax:
Email: bwall@valdezak.gov

U.S. Geological Survey
United States
Department of Interior

City of Valdez

Signature

Signatures

By _____ Date: _____
Name: Christian E. Zimmerman
Title: Director, Alaska Science Center

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

U.S. Geological Survey Streamgauge Operation and Maintenance Cost Evaluation

...from the National Streamflow Information Program

This Fact-Sheet is one in a series that highlights information or recent research findings from the USGS National Streamflow Information Program (NSIP). The investigations and scientific results reported in this series require a nationally consistent streamgauge network with stable long-term monitoring sites and a rigorous program of data collection, quality assurance, management, archiving, and synthesis. NSIP produces multipurpose, unbiased surface-water information that is readily accessible to all.

To help meet the goal of providing earth-science information to the Nation, the U.S. Geological Survey (USGS) operates and maintains the largest streamgauge network in the world, with over 7,600 active streamgages in 2010. This network is operated in cooperation with over 850 Federal, tribal, State, and local funding partners. The streamflow information provided by the USGS is used for the protection of life and property; for the assessment, allocation, and management of water resources; for the design of roads, bridges, dams, and water works; for the delineation of flood plains; for the assessment and evaluation of habitat; for understanding the effects of land-use, water-use, and climate changes; for evaluation of water quality; and for recreational safety and enjoyment.

USGS streamgages are managed and operated to rigorous national standards, allowing analyses of data from streamgages in different areas and spanning long time periods, some with more than 100 years of data. About 90 percent of USGS streamgages provide streamflow information real-time on the web. Physical measurements of streamflow are made at streamgages multiple times a year, depending on flow conditions, to ensure the highest level of accuracy possible. In addition, multiple reviews and quality assurance checks are performed before the data is finalized.

In 2006, the USGS reviewed all activities, operations, equipment, support, and costs associated with operating and maintaining a streamgauge program (Norris and others, 2008). A summary of the percentages of costs associated with activities required to operate a streamgauge on an annual basis are presented in figure 1. This information represents what it costs to fund a “typical” USGS streamgauge and how those funds are utilized. It should be noted that some USGS streamgages have higher percentages for some categories than do others depending on location and conditions. Forty-one percent of the funding for the typical USGS streamgauge is for labor costs of the USGS staff responsible for the measurement of the streamflow in the field and the time in the office to quality assure and finalize the data (fig. 1). It is reasonable that funding for the entire national streamgauge network would closely follow the percentages shown in figure 1 as to how the funds are invested in the network. However, actual costs are specific

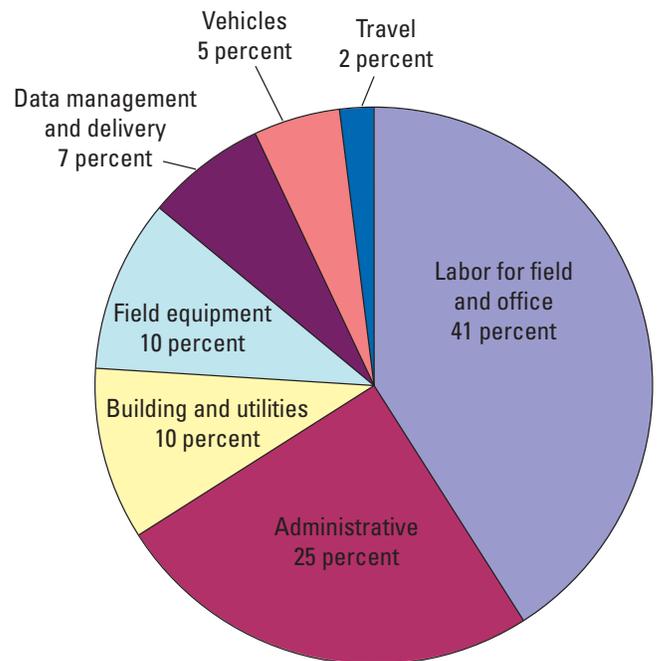


Figure 1. Percentage of operation and maintenance funding invested in various activities for a typical USGS streamgauge.

to a particular streamgauge and can vary substantially depending on location and operational issues.

Reference Cited

Norris and others, 2008, Qualitative comparison of streamflow information programs of the U.S. Geological Survey and three non-Federal agencies: U.S. Geological Survey Open-File Report 2007–1426, 12 p.

USGS Streamflow Information can be found at:

- <http://waterdata.usgs.gov/nwis>
- <http://water.usgs.gov/waterwatch>
- <http://water.usgs.gov/nsip>

by J. Michael Norris

Streamgage Operation and Maintenance Tasks

Labor for Field and Office:

Field

- Routine visits to streamgages
- Emergency repair visits to streamgages
- Visits during flooding
- Maintenance and inspection visits
- Surveying visits
- Streamflow measurements
- Analysis of the discharge computations (field and office)
- Technical training



Office

- Stage data edits
- Development and maintenance of rating curves
- Analysis of rating curve-shifts from changing channel conditions
- Monitoring real-time information for instrumentation problems
- Review of records for rating-curve and discharge computations
- Quality assurance of the data
- Finalization and publication of the streamflow information
- Safety and administrative training

Administrative:



- Safety program management
- National and local management and technical oversight of the program
- Local quality assurance
- Facility costs
- Personnel management
- Purchasing and contracts
- Financial management
- Salary of hydrographers/supervisors
- Salary of administrative support required by the program
- Funding-partner interactions (over 850 nationwide)
- USGS communications (with Congress, the public, and media)
- Development of funding agreements

Building and Utilities:

- Secure storage space for files
- Vehicle parking space, boat storage
- Shop space, laboratory space, warehouse space



- Office space for the streamgage program staff
- Heating, cooling, trash, water, gas, and electric power for office space and streamgages

Field Equipment:

- Gage houses, data loggers, stage or velocity sensors, telemetry equipment, and other equipment for streamgage operation
- Boats and motors, boat maintenance, snowmobiles, all-terrain vehicles, and annual repair and maintenance costs
- Generators, survey equipment, field laptop computers, and hand and power tools
- Equipment for measuring streamflow (meters, Acoustic Doppler Current Profilers, bridge cranes, and automated loggers)
- Safety equipment such as traffic-control equipment and confined-space safety equipment
- Waders, personal floatation devices, and cell phone

Data Management and Delivery:

- Telemetry (satellite up-links, phone lines, etc.)



- Local Information Technology infrastructure, including servers, computers, printers, plotters, and scanners
- Information Technology support, support of the data base, Web access, data archival and retrieval, and network communications

Vehicles:

- Purchasing or leasing field vehicles
- Fuel and vehicle maintenance

Travel:

- Lodging and per diem for staff during visits to streamgages



Legislation Text

File #: 21-0503, **Version:** 1

ITEM TITLE:

Approval of FY2022 Community Jail Contract with State of Alaska

SUBMITTED BY: Bart Hinkle, Chief of Police

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Approve the Valdez Community Jail contract with the State of Alaska for the fourth year (July 1, 2021 - June 30, 2022) of an initial five-year term.

SUMMARY STATEMENT:

In 2018, the Valdez City Council approved an initial five-year Professional Services Agreement between the Valdez Community Jail and the State of Alaska. The contract was detailed and structured in such a manner that additional funds could be earned depending on services provided. Appendix D (page 14 of the attachment) details the payment provisions.

The base contract for the City of Valdez is \$354,749. The Pretrial Services contract amount is \$38,251 (Assessment & Database Collection \$5,738 + Community Pretrial Electronic Monitoring \$13,388 + Community Pretrial Monitoring and Pretrial Supervision \$19,125). In addition, there is another \$10,000 for the sentenced Electronic Monitoring.

The total contract amount is at \$403,000 for the period from July 1, 2021 through June 30, 2022 (FY22).

[Previous contracts for FY20 and FY21 are attached for reference purposes]

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 220001273	2. Contract Title Regional and Community Jail: Valdez	3. Agency Fund Code 1004	4. Agency Appropriation Code 201014600-1600000002-3020-5023
5. Vendor Number CIV84401	6. IRIS GAE Number (if used) 220001273	7. Alaska Business License Number Not Applicable	

This contract is between the State of Alaska,

8. Department of Corrections	Division Pretrial, Probation and Parole	hereafter the State, and		
9. Contractor City of Valdez, Police Department hereafter the contractor				
Mailing Address P.O. Box 307	Street or P.O. Box 212 Chenega Ave	City Valdez	State AK	ZIP+4 99686

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

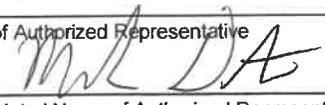
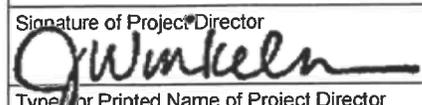
ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2021, and ends June 30, 2022.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$403,000.00 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Pretrial, Probation and Parole
Mailing Address P.O. Box 112002, Juneau, Alaska, 99811	Attention: Karri Hutchings (ph. 907-465-3182)

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm City of Valdez		
Signature of Authorized Representative 	Date 9/18/21	
Typed or Printed Name of Authorized Representative Mark Deter		
Title City Manager (ph. 907-835-3408 fax 907-835-3412)		
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee 
Department/Division Corrections / Division of Pretrial, Probation and Parole	Date 9.20.21	Date 10-5-2021
Signature of Project Director 		Typed or Printed Name Michael Lim
Typed or Printed Name of Project Director Jennifer Winkelman		Title Procurement Specialist
Title Director of Pretrial, Probation and Parole		

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2021 through June 30, 2022**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Valdez, herein referred to as the "Borough/City".

1. Services

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2021** and continues in force through **June 30, 2022** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a one-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention. The Borough/City shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the

regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for ensuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self-insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Borough / City and in approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2023 is due to the State Regional and Community Jail administrator on October 1, 2021 for inclusion in the annual Department of corrections' fiscal year 2023 operating budget request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
 - July – September – quarterly and year-to-date financial statement due on October 31.
 - October – December – quarterly and year-to-date financial statement due on January 31.
 - January – March – quarterly and year-to-date financial statement due on April 30.
 - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

“Man-day” indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- x. Regional and Community Jails accessing the Agency's Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
 - (1) Full name
 - (2) Residence address
 - (3) Telephone
 - (4) Date of birth
 - (5) Valid driver license and state of issue, or other photo identification
 - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- y. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.
- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.

- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.
- e. Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, “necessary medical care” has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term “necessary medical care” and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider and take reasonable steps to guard against misuse or overdose of medicines by prisoners.
- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be

provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld.

To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.

- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons
- (1) held under the authority of AS 47,
 - (2) accepted into the facility while unconscious or in immediate need of medical attention,
 - (3) receiving medical services for elective, cosmetic or other medical services that are unnecessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
- (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
 - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
 - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be

adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.

- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;
- (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
 - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Sentenced Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

Sentenced Electronic Monitoring:

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 inmates and \$5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/20 through 6/30/21, they will receive the full \$10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26th Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

9. Pretrial Program Services

a. Assessment & Database Collection:

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

*****Service currently included in the contract. Price included for this service is \$5,738.00*****

b. Community Pretrial Electronic Monitoring:

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data about the defendant and the EM restrictions should be loaded into the web-based database utilized for EM and noted in the ACOMS software application. Most defendants on EM will be moderate or high-risk defendants, but low-risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is \$13,388.00*****

c. Community Pretrial Monitoring and Pretrial Supervision

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high-risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is \$19,125.00*****

d. Diversion Programs

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract*** The amount for this service would be \$12,750.00**

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2021 through June 30, 2022**

**Appendix D
Payment Provisions**

1. The base contract amount for the City / Borough of Valdez is **\$354,749.00**. **Sentenced EM for \$10,000 is included in this contract (see section 8)**. **The Pretrial Services contract amount is \$38,251.00 (Assessment & Database Collection \$5,738.00 + Community Pretrial Electronic Monitoring \$13,388.00 + Community Pretrial Monitoring and Pretrial Supervision \$19,125.00)**. **The total contract amount is \$403,000.00** for the period from **July 1, 2021 through June 30, 2022** and represents the total payment due for FY22. This will be a one-year contract that includes Pretrial Services programs and Sentenced Electronic Monitoring. 13 Beds
2. It is specifically agreed by the parties that the Department of Corrections will not provide funding for annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

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Appendix List:

- A General Provisions
- B Not used
- C General Terms and Indemnity and Insurance related language
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor's Task Force on Community Jails,
November 1994

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 20211013	2. Contract Title Regional and Community Jail: Valdez	3. Agency Fund Code 1004	4. Agency Appropriation Code 201014600-1600000002-3020-5023
5. Vendor Number CIV84401	6. IRIS GAE Number (if used) 20211013	7. Alaska Business License Number Not Applicable	

This contract is between the State of Alaska,

8. Department of Corrections	Division Institutions	hereafter the State, and
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9. Contractor City of Valdez, Police Department	hereafter the contractor
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Mailing Address P.O. Box 307	Street or P.O. Box 212 Chenega Ave	City Valdez	State AK	ZIP+4 99686
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2020, and ends June 30, 2021.

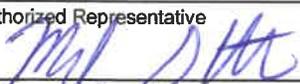
ARTICLE 4. Considerations:

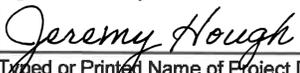
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$403,000.00 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Institutions
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Mailing Address 550 West 7 th Avenue, Suite 1800	Attention: Cristy Humphries (ph. 907-269-7426)
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12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm City of Valdez		
Signature of Authorized Representative 	Date 9/13/2020	
Typed or Printed Name of Authorized Representative Mark Detter		
Title City Manager (ph. 907-835-3408 fax 907-835-3412)		

13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Corrections, Division of Institutions	Date 11/01/2020		11/12/2020
Signature of Project Director 		Typed or Printed Name John Schauwecker	
Typed or Printed Name of Project Director Jeremy Hough		Title Procurement Manager CPPB, C.P.M	
Title Director of Institutions			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2020 through June 30, 2021**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Valdez, herein referred to as the "Borough/City".

1. Services

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2020** and continues in force through **June 30, 2021** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a one-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention. The Borough/City shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the prisoner's institutional adjustment, and records of medical and dental treatment.

These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for ensuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Borough / City and in

approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2022 is due to the State Regional and Community Jail administrator on October 1, 2020 for inclusion in the annual Department of corrections' fiscal year 2022 operating budget request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
 - July – September – quarterly and year-to-date financial statement due on October 31.
 - October – December – quarterly and year-to-date financial statement due on January 31.
 - January – March – quarterly and year-to-date financial statement due on April 30.
 - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

"Man-day" indicates a prisoner was confined for more than four (4) hours in one

twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- x. Regional and Community Jails accessing the Agency's Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
 - (1) Full name
 - (2) Residence address
 - (3) Telephone
 - (4) Date of birth
 - (5) Valid driver license and state of issue, or other photo identification
 - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- y. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.
- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from

the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.

- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.
- E Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, "necessary medical care" has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term "necessary medical care" and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider and take reasonable steps to guard against misuse or overdose of medicines by prisoners.
- c. Adopt emergency medical procedures and make available telephone numbers for

medical, psychiatric, or other health services, so that staff will have ready access to such information.

- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld. To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.
- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons
 - (1) held under the authority of AS 47,
 - (2) accepted into the facility while unconscious or in immediate need of medical attention,
 - (3) receiving medical services for elective, cosmetic or other medical services that are unnecessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
 - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
 - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
 - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;
 - (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
 - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Sentenced Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

Sentenced Electronic Monitoring:

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 inmates and \$5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/18 through 6/30/19, they will receive the full \$10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26th Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

9. Pretrial Program Services

a. Assessment & Database Collection:

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

*****Service currently included in the contract. Price included for this service is \$5,738.00*****

b. Community Pretrial Electronic Monitoring:

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data about the defendant and the EM restrictions should be loaded into the web-based database utilized for EM and noted in the ACOMS software application. Most defendants on EM will be moderate or high-risk defendants, but low risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such

as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is \$13,388.00*****

c. Community Pretrial Monitoring and Pretrial Supervision

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high-risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is \$19,125.00*****

d. Diversion Programs

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract***. The amount for this service would be: \$12,750.00**

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2020 through June 30, 2021**

**Appendix D
Payment Provisions**

1. The base contract amount for the City / Borough of Valdez is **\$354,749.00**. The **Pretrial Services contract amount is \$38,251.00 (Assessment & Database Collection \$5,738.00 + Community Pretrial Electronic Monitoring \$13,388.00 + Community Pretrial Monitoring and Pretrial Supervision \$19,125.00)**. In addition, there is also **\$10,000.00 for the sentenced electronic monitoring**. The total contract amount is at **\$403,000.00** for the period from **July 1, 2020 through June 30, 2021** and represents the total payment due for FY 21. This will be a one-year contract that includes Pretrial Services programs and options to add Sentenced Electronic Monitoring to the contract. 13 Beds
2. It is specifically agreed by the parties that the Department of Corrections will not provide funding for annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

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Appendix List:

- A General Provisions
- B Not used
- C General Terms and Indemnity and Insurance related language
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor's Task Force on Community Jails,
November 1994

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1 Agency Contract Number 2001013	2. Contract Title Regional and Community Jail- Valdez	3. Agency Fund Code 1004	4 Agency Appropriation Code 201014600-160000002-3020-5023
5. Vendor Number CIV84401	6 IRIS GAE Number (if used) 2001013	7. Alaska Business License Number Not Applicable	
This contract is between the State of Alaska,			
8. Department of Corrections		Division Institutions	hereafter the State, and
9. Contractor City of Valdez, Police Department		hereafter the contractor	
Mailing Address P O Box 307	Street or P.O. Box 212 Chenega Ave	City Valdez	State AK ZIP+4 99686
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>July 1, 2019</u> and ends <u>June 30, 2020</u></p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$403,000.00</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Corrections		Attention: Division of Institutions	
Mailing Address 550 West 7 th Avenue, Suite 1800		Attention: Cristy Humphries (ph 907-269-7426)	
12. CONTRACTOR			
Name of Firm City of Valdez		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11 56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Signature of Authorized Representative <i>[Signature]</i>	Date 7/2/19		
Typed or Printed Name of Authorized Representative <i>Jeremy O'Neil</i>			
Title <i>Mayor</i> (ph 907-835-3408 fax 907-835-3412)			
13. CONTRACTING AGENCY			
Department/Division Corrections, Division of Institutions		Signature of Head of Contracting Agency or Designee <i>[Signature]</i>	Date 7/24/19
Date 7/24/2019		Typed or Printed Name John Schauwecker	
Signature of Project Director <i>L Dean Marshall, MPA</i>		Title Procurement Manager CPPB, C P M	
Typed or Printed Name of Project Director Dean Marshall		Title Director of Institutions	
Title Director of Institutions			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strikes, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2019 through June 30, 2020**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Valdez, herein referred to as the "Borough/City".

1. Services

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the Borough/City Regional and Community Jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2019** and continues in force through **June 30, 2020** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a one-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention. The Borough/City shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the

prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for insuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's

selection, administration, monitoring, or controlling of the Borough / City and in approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2021 is due to the State Regional and Community Jail administrator on October 1, 2019 for inclusion in the annual Department of corrections' fiscal year 2021 operating budget request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
 - July – September – quarterly and year-to-date financial statement due on October 31.
 - October – December – quarterly and year-to-date financial statement due on January 31.
 - January – March – quarterly and year-to-date financial statement due on April 30.
 - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

"Man-day" indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.

- x. Regional and Community Jails accessing the Agency's Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
 - (1) Full name
 - (2) Residence address
 - (3) Telephone
 - (4) Date of birth
 - (5) Valid driver license and state of issue, or other photo identification
 - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- y. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.
- b. Not be responsible for the management of local jail facility prisoner population. It is

the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.

- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.
- E Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, "necessary medical care" has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term "necessary medical care" and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider and take reasonable steps to guard against misuse or overdose of medicines by prisoners.

- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld.
To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.
- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons
 - (1) held under the authority of AS 47,
 - (2) accepted into the facility while unconscious or in immediate need of medical attention,
 - (3) receiving medical services for elective, cosmetic or other medical services that are unnecessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
 - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
 - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
 - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;
 - (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
 - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Sentenced Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

Sentenced Electronic Monitoring:

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 inmates and \$5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/18 through 6/30/19, they will receive the full \$10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at

any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26th Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

9. Pretrial Program Services

a. Assessment & Database Collection:

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

*****Service currently included in the contract. Price included for this service is \$5,738.00*****

b. Community Pretrial Electronic Monitoring:

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data about the defendant and the EM restrictions should be loaded into the web-based database utilized for EM and noted in the ACOMS software application. Most defendants

on EM will be moderate or high-risk defendants, but low risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is \$13,388.00*****

c. Community Pretrial Monitoring and Pretrial Supervision

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high-risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is \$19,125.00*****

d. Diversion Programs

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation

for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract***. The amount for this service would be: \$12,750.00**

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2019 through June 30, 2020**

**Appendix D
Payment Provisions**

1. The base contract amount for the City / Borough of Valdez is **\$354,749.00**. The **Pretrial Services contract amount is \$38,251.00 (Assessment & Database Collection \$5,738.00 + Community Pretrial Electronic Monitoring \$13,388.00 + Community Pretrial Monitoring and Pretrial Supervision \$19,125.00)**. In addition, there is also **\$10,000.00 for the sentenced electronic monitoring**. The total contract amount is at **\$403,000.00** for the period from **July 1, 2019 through June 30, 2020** and represents the total payment due for FY 20. This will be a one-year contract that includes Pretrial Services programs and options to add Sentenced Electronic Monitoring to the contract. 13 Beds
2. It is specifically agreed by the parties that the Department of Corrections will not provide funding for annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

G:\supply\CommunityJailContract\Comm Jail FY20\Valdez.doc

Appendix List:

- A General Provisions
- B Not used
- C General Terms and Indemnity and Insurance related language
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor's Task Force on Community Jails,
November 1994



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2019

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 Hale & Associates, Inc. 100 Cushman Street, Suite 200 Fairbanks AK 99701		CONTACT NAME: JoAnna Lewis PHONE (A/C, No, Ext): (907) 456-6671 E-MAIL ADDRESS: JoAnna@Hale-Ins.com FAX (A/C, No): (907) 452-5214	
INSURED City of Valdez P.O. Box 307 Valdez AK 99686		INSURER(S) AFFORDING COVERAGE INSURER A: Alaska Municipal League JIA, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL197821202 **REVISION NUMBER:**

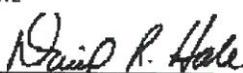
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	122	07/01/2019	07/01/2020	EACH OCCURRENCE § 15,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) §						
							MED EXP (Any one person) §
							PERSONAL & ADV INJURY §
							GENERAL AGGREGATE §
							PRODUCTS - COMP/OP AGG §
							§
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			122	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) § 15,000,000
							BODILY INJURY (Per person) §
							BODILY INJURY (Per accident) §
							PROPERTY DAMAGE (Per accident) §
							§
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE §
							AGGREGATE §
							§
	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	122	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT § See Below E.L. DISEASE - EA EMPLOYEE § See Below E.L. DISEASE - POLICY LIMIT § \$2,500,000

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

Re: Contract Jail

Certificate Holder added as an Additional Insured with regard to General Liability and a Waiver of Subrogation issued with regard to Workers Compensation and General Liability, all where required by contract.

CERTIFICATE HOLDER State of Alaska Dept. of Corrections 802 3rd St Douglas AK 99824	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 



Legislation Text

File #: ORD 21-0011, **Version:** 1

ITEM TITLE:

#21-11 - Amending Chapter 5.06 of the Valdez Municipal Code Titled Regulation of Marijuana

SUBMITTED BY: Bart Hinkle, Chief of Police/Nicholas Farline, Parks and Recreation Director/Sheri Pierce, MMC, City Clerk/Jake Staser, City Attorney

FISCAL NOTES:

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

RECOMMENDATION:

For Discussion. Public comment expected.

SUMMARY STATEMENT:

On 7.17.21, City of Valdez personnel were asked by a local citizen how they could obtain a permit for consuming marijuana on City property (specifically, Dock Point) to commemorate a significant event in late October.

Unlike alcohol, there is not an established process, or allowance, for City personnel to grant such a request.

Consumption, and prohibition, of alcohol in certain places is clearly addressed in Section 5.08.040 of the Valdez Municipal Code, which reads:

5.08.040 (A) No person shall consume any intoxicating liquor on any public street, sidewalk, or in any city park or recreational facility.

5.08.040 (B) The parks and recreation director, with approval of the police chief, may grant exceptions to subsection A of this section. An application for a waiver must be completed and submitted to the parks and recreation director no less than five working days prior to the scheduled event.

The application has been attached for reference (Attachment #1).

In response to the request, City Administration formed a small working group (City Clerk, Legal, PRCS Director, and the Police Chief) to research and draft an allowance, if legally permitted to. Guiding statutory language exists at not only the local, but also State, level in Valdez Municipal Code, Alaska Administrative Code, and Alaska Statute.

AS 17.38.040 provides “It is unlawful to consume marijuana in public. A person who violates this section is guilty of a violation punishable by a fine of up to \$100.”

3 AAC 306.990 states that “in public”

(A) means in a place to which the public or a substantial group of people has access;

(B) except as provided in (C) of this paragraph, includes highways, transportation facilities, schools, places of amusement or business, **parks**, playgrounds, prisons, and hallways, lobbies and other portions of apartment houses and hotels not constituting rooms or apartments designed for actual residence;

(C) does not include an area on the premises of a licensed retail marijuana store designated for onsite consumption under 3 AAC 306.305.

VMC 5.06.040 is aligned with Alaska Statute and states that “Use or consumption of marijuana in a public place is prohibited.”

VMC 5.06.010 defines “Public place” as “any area to which the public is invited or into which the public is permitted, including, but not limited to, educational facilities, entertainment, food and beverage services, offices, retail stores, common areas in multi-unit buildings such as lobbies, stairwells and hallways, transportation facilities and vehicles accessible to the general public, parks, public rights-of-way, shorelines, waterways, tidelands, **as well as all city-owned property.**”

State Law and City Code both prohibit consumption of marijuana in “public” and in a “public place”, respectively. In light of the City’s definition of “public place”, which includes “parks” and “all city-owned property”, there is ample amount of authority to simply deny the request or expressly state that City waivers are not intended to permit the use of marijuana.

Alternatively, it was discussed that if the City is inclined to allow such events, the conditions on the permit should ensure that the event is considered a “private” event and, therefore, not subject to the State and City prohibitions. It is staff’s stance that additional conditions of the permit should also include only allowing those 21 years of age or over, a written plan that illustrates how the event has limited access to the general public, and a limited number of people - making it a “private gathering”. Lastly, the proposed venues for such events are limited to Dock Point and the Goldfields.

The draft application for a waiver to allow consumption of cannabis on city property is attached for reference (Attachment #2).

Consumption, and prohibition, of marijuana in certain places is addressed in Section 5.06.040 of the Valdez Municipal Code, which reads:

5.06.040 (A) Use or consumption of marijuana in a public place is prohibited. This section is not intended to restrict a property owner from further restricting use of marijuana.

If the City decides to provide for a waiver for the above, the following language would be added to VMC 5.06.040:

B. The parks and recreation director, with approval of the police chief, may grant exceptions to subsection A of this section for private events held on City of Valdez owned property. An application for a waiver must be completed and submitted to the parks and recreation director

no less than ten (10) working days prior to the scheduled private event.

1. The parks and recreation director, with approval of the police chief, may impose conditions on any waiver granted pursuant to Subsection B including conditions limiting the time, place, and manner of activities.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 21-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING CHAPTER 5.06, OF THE VALDEZ MUNICIPAL CODE TITLED MARIJUANA REGULATION

WHEREAS, section 5.08.040 (B) provides an exception to the prohibition of consumption of alcohol in a city park; and

WHEREAS, the exception to consume alcohol in a city park may be granted by the recreation director, with the approval of the police chief, after submission of an application for waiver; and

WHEREAS, creation of section 5.06.040 (B) establishes an exception to the prohibition to consume marijuana on city owned property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Chapter 5.06, Section 5.06.040 of the Valdez Municipal Code:

Section 1. Section 5.06.040 is amended to read as follows:

5.06.040 Marijuana use in public places prohibited.

A. Use or consumption of marijuana in a public place is prohibited. This section is not intended to restrict a property owner from further restricting use of marijuana.

B. The parks and recreation director, with approval of the police chief, may grant exceptions to subsection A of this section for private events held on City of Valdez owned property. An application for a waiver must be completed and submitted to the parks and recreation director no less than ten (10) working days prior to the scheduled private event.

1. The parks and recreation director, with approval of the police chief, may impose conditions on any waiver granted pursuant to Subsection B including conditions limiting the time, place, and manner of activities.

Section 2. This ordinance takes effect immediately upon passage and approval.

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

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell, & Walker, P.C.

First Reading:
Second Reading:
Adoption:
Yeas:
Nays:
Absent:
Abstain:

To Apply for an Alcohol Waiver

1. Please complete the form:

APPLICATION TO SERVE ALCOHOLIC BEVERAGES ON CITY PROPERTY

This form will ask for the following:

- a. Description of the event to be held.
 - b. Children to adult ratio.
 - c. Anticipated attendance.
 - d. How will beverages be served (i.e. self-serve, catered controlled by assigned volunteer licensed bartender, etc.)
 - e. What type of beverages – beer, wine, hard liquor.
 - f. Date/time and place of event.
 - g. If you have designated drivers identified for those who can't drive.
 - h. The name of your event contact person & phone number.
 - i. Please list any other points that you feel should be known.
2. This application must be submitted to the Parks & Recreation Director no later than the five(5) working days prior to the event. The application will be forwarded to the Police chief for final approval.
 3. A \$10.00 permit fee is due upon approval of the permit for events that are fundraisers or where a charge will be made for beverages or the event.
 4. The Applicant must have a copy of the approved facility use permit in their possession showing that the facility has been scheduled and rental fees paid.
 5. The Applicant must provide a copy of the caterer's permit (if required) not less than 2 days prior to the event.
 6. No alcohol may be sold at City facilities unless contracted by a licensed caterer.
 7. No glass containers are allowed.
 8. All parking must be in designated public areas. Please do not park on residential streets.
 9. Consumption of alcohol is to be confined to designated areas.

After submission of the above items to the Parks & Recreation Office, the approval process will take a minimum of five (5) working days

PLEASE PLAN AHEAD AND DON'T WAIT UNTIL THE DAY BEFORE!

Upon approval a call will be made to you. Other requirements may be identified as conditions of the approval, I.e. bonding, security protection, additional damage/cleaning fees or limitations.

We want you to enjoy our facilities, but with a degree of control.

THE RESPONSIBILITY AND CONCERN FOR SAFETY IS REALLY YOURS.

City of Valdez

APPLICATION TO SERVE ALCOHOLIC BEVERAGES ON CITY PROPERTY

1. Application to be made at least 5 working days prior to the event.
2. The applicant shall file with the P&R Department a copy of the Caterer's permit not less than 2 days prior to the event.
3. The applicant shall pay a permit fee of \$10.00 for each day/time if this permit is issued for events that are fund raisers and/or a charge will be made for beverages or the event.

Organization/Activity Information

Date of Application	Organization Name	Phone Numbers	
		Home:	Work:
Organization Mailing Address		City	State
			Zip
Individual's Name Making Application		Position in Organization	
Description of Event:			
Date of Event	Beginning Time	Ending time	Estimated # to Attend
Children to Adult Ratio:	How will beverages be served?		
	Name of Caterer:		
Description of Beverages:	Will a charge be made for beverages/admission?		
	Yes		No
Location of Event:			
Do you have designated drivers identified?		Yes	No
<p>The applicant shall save, hold harmless and indemnify the city of Valdez from any claims, law suits or judgments arising from loss, damage to property, or injury to persons from the sale or serving of alcoholic beverages during the above described activity or event.</p> <p>Applicant hereby represents that he has made a full and complete disclosure of all information which might be pertinent to the city's consideration of this application and that all of the foregoing statements and information are true and correct. Applicant also accepts responsibility for restitution of any damage to facility or equipment, and agrees to abide by all applicable liquor laws & policies of the city.</p>			
APPLICANT SIGNATURE:			DATE:
Parks & Recreation Director Approval:		Police Chief Approval:	
Yes No		Yes No	
SPECIAL CONDITIONS OF APPROVAL			

INSTRUCTIONS FOR APPLICATION TO HOLD PRIVATE EVENT AND CONSUME CANNABIS ON CITY PROPERTY

In order to be considered complete, and processed this Application must include:

- a. Description of the event to be held.
 - b. How will cannabis be consumed (i.e. edibles, joints, etc.)
 - c. Date/time and place of event.
 - Dock Point
 - Gold Fields
 - d. The name of your event contact person & phone number.
 - e. Please include detailed action plan on ensuring the event is private.
2. This application must be submitted to the Parks & Recreation Director no later than the ten (10) working days prior to the event. The application will be forwarded to the Police Chief for final approval.
 3. The Applicant must have a copy of the approved facility use permit in their possession showing that the facility has been scheduled and rental fees paid.
 4. The applicant shall submit to PRCS Director a detailed event plan on how the event host will ensure and that the following requirements will be met:
 - a. The event will be a private event not open to the general public.
 - b. No one under 21 years of age may attend.
 - c. No cannabis may be sold at City facilities or outside of a licensed facility.
 - d. No attendance fee may be charged.
 - e. No glass pipes of any kind are allowed for use.
 - f. Consumption of cannabis is to be confined to designated areas identified in event plan.
 - g. Anticipated attendance shall be no more than fifty (50) people.

After submission of the above items to the Parks & Recreation Office, the approval process will take a minimum of five (5) working days

Upon approval a call will be made to you. In the discretion of the City, other requirements may be identified as condition of the approval, i.e. security protection, additional damage/cleaning fees, or limitations on the activities conducted under this permit.

Failure to adhere to City of Valdez Municipal Code Section 9.28.010 is also in violation of State statute 11.71.060 and may result in fines and or imprisonment.

City of Valdez
APPLICATION TO HOLD PRIVATE EVENT AND
CONSUME CANNABIS ON CITY PROPERTY

1. A complete application must be submitted to the PRCS Director with a detailed event plan as described in the instructions at least ten (10) working days prior to the event.

Organization/ Event Information

Date of Application	Organization Name	Phone Number	
Organization Mailing Address		City	State Zip
Individual's Name Making Application		Position in Organization	
Description of Event			
Date of Event	Beginning Time	Ending time	Estimated # to Attend
Location Requested			
Description of Cannabis to be Consumed			
<p>The applicant hereby represents that he/she has the authority to bind any organization for which this application is made. The applicant or organization represented by the applicant shall save, hold harmless and indemnify the City of Valdez from any claims, law suits or judgments arising from loss, damage to property, or injury to persons associated with the above described activity or event including any harm caused by the consumption of cannabis.</p> <p>Applicant hereby represents that he/she has made a full and complete disclosure of all information, which might be pertinent to the City's consideration of this application, and that all of the foregoing statements and information are true and correct. Applicant also accepts responsibility for restitution of any damage to facility or equipment, and agrees to abide by all laws & policies of the City of Valdez.</p>			
APPLICANT SIGNATURE:		DATE:	
Parks & Recreation Director Approval:		Police Chief Approval:	
Yes	No	Yes	No
SPECIAL CONDITIONS OF APPROVAL			



Legislation Text

File #: 21-0504, **Version:** 1

ITEM TITLE:

Report: Update on the BLM Draft East Alaska Resource Management Plan Amendment, EA and FONSI (Thompson Pass Planning Process)

SUBMITTED BY: Paul Nylund - Senior Planner/GIS Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

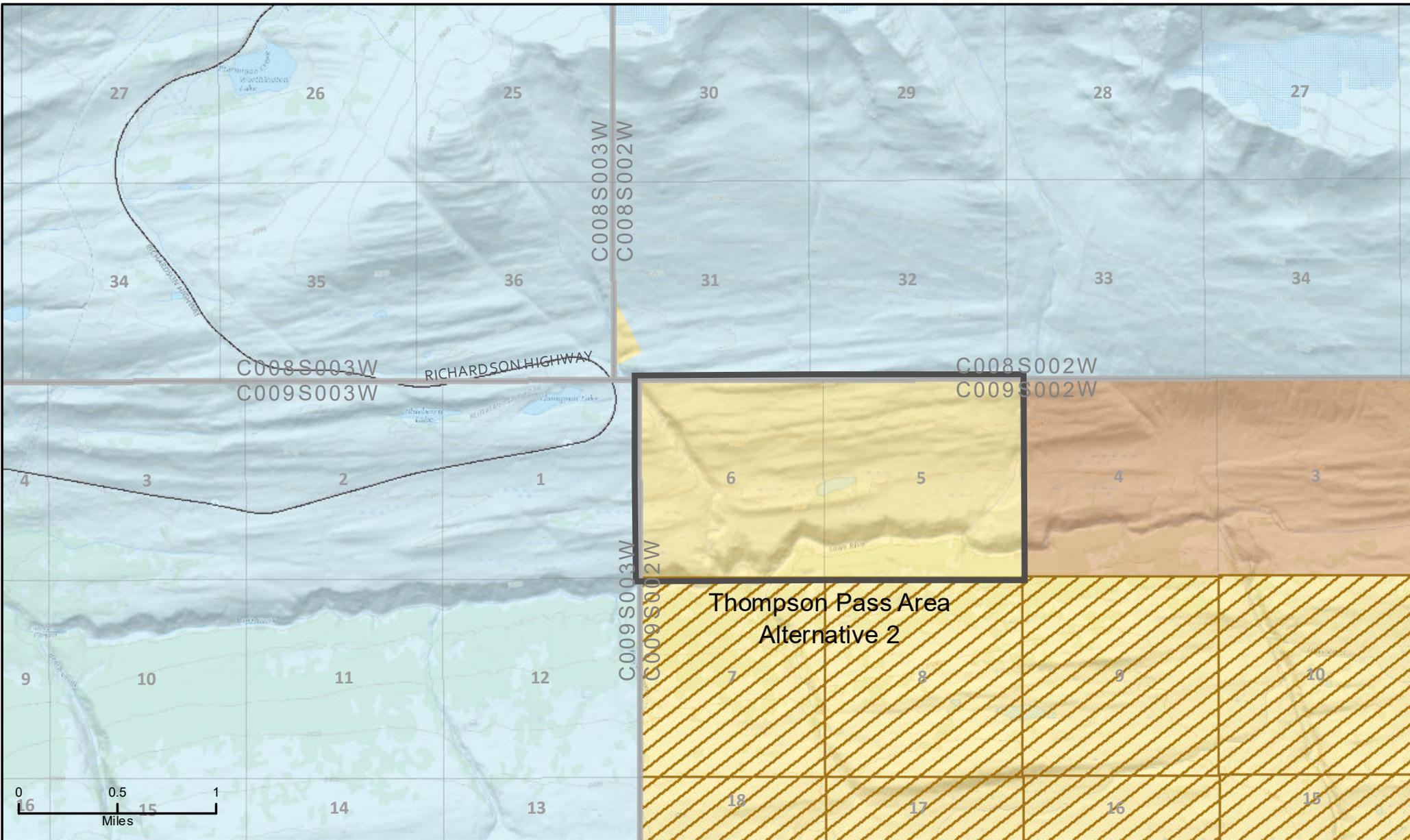
The Bureau of Land Management (BLM) has prepared the Proposed East Alaska Resource Management Plan Amendment (RMPA) Environmental Assessment (EA), and Finding of No Significant Impact (FONSI.) These documents analyze the effects of making lands within the 2007 East Alaska RMP area available for potential exchange, specifically sections 5 and 6 Township 9 South Range 2 West, Copper River Meridian (see attached map). These sections are located approximately 600 feet off of the hairpin turn at milepost 23 of the Richardson Highway. These documents are available in their entirety on the BLMs E-planning site <<https://eplanning.blm.gov/eplanning-ui/project/2003781/510>>.

The documents were prepared by the Bureau of Land Management after considering public comments received during this planning effort. This amendment is necessary for the East Alaska Resource Management Plan to comply with BLM policy. The proposed RMPA would append the 2007 East Alaska RMP to make additional lands available for a potential exchange. The BLM has identified Alternative 2 as the proposed RMP amendment alternative. This alternative would make both sections 5 and 6 available for exchange.

The BLM will not issue a final decision until after this 30-day review period. Documents and instructions to protest can be reviewed on the BLM National Environmental Policy Act Register at <eplanning.blm.gov> by searching for East Alaska RMP Amendment.

Any person who participated in the planning process for this Proposed RMPA and has an interest which is or may be adversely affected by the planning decision may protest approval of the planning decision contained therein. The BLM will accept protests to the EA/Proposed RMPA for 30 days until October 28, 2021. Instructions for filing a protest with the Director of the BLM regarding the Proposed RMP Amendment may be found online at

<<https://www.blm.gov/programs/planning-and-nepa/public-participation/filing-a-plan-protest>> and at 43 CFR 1610.5-2.

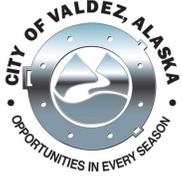


- Administered Lands
- Bureau of Land Management
- State
- Native Lands
- Native Selected
- Project Area
- Section
- Township

Service Layer Credits: USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020.

Disclaimer: No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification. The information displayed on this map should be used for graphic display only. For official land status information, refer to Cadastral Survey plats, Master Title Plats, and land status case-files.





Legislation Text

File #: 21-0505, **Version:** 1

ITEM TITLE:

City Manager's Report

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

Federal Lobbyists-Stratton Edwards of the Capitol Hill Group has provided a 3rd Quarter report for the City Council (attached). Mr. Edwards attended a meeting September 23rd with representatives of the Corp of Engineers related to Valdez potential Port improvements. The Ports Director is working on letters of "intent" to the Corp of Engineers to begin exploring possible enhancements to the Valdez Port.

Ports and Harbor is also working with the Maritime Administration Division under the Department of Transportation Administration to explore funding possibilities.

The important issue for the City Council and Valdez citizens to keep mind when looking at the various sources of federal funding made available in the future is that even if direct funding is not granted via the proposed infrastructure funding other funding opportunities are made available due to a backlog of projects being funded by the infrastructure bill.

ARPA Funding- The City of Valdez has received approval for approximately \$930K in ARPA funds as a non-entitlement City. The City has received \$465K as the 1st half of the ARPA funds. Another 465K will be distributed to the City in 2022.

The City of Valdez is also on schedule to receive an additional \$995,000 (essentially because of our status as an unorganized borough). The funds are allotted to the Census tract that Cordva and Valdez currently comprise. The current discussion is to request these monies based on the new water well project.

Also, AML has informed municipalities in Alaska that additional ARPA Funds may be rewarded by the Treasury Department for local governments that have federal lands within their boundaries and receive PILT monies currently. No estimate has been given on what Valdez may receive from this

allotment of money.

The primary issue the Council should consider with these additional funds is should we consider on a case by case basis allotting project funds that were dedicated to these water and sewer projects for other issues such as:

- Senior Housing Project with Cordes.
- Early childhood education/child care assessments.
- Potential funding for vaccine incentives and other COVID mitigation measures.

The ARPA Funds are monies that were unbudgeted and will be assisting with some infrastructure projects related to water and sewer and will be likely be in excess of \$2 million. The City needs to keep in mind that these funds should be considered when we are making other potential unbudgeted expenditures.

Economic Diversification Commission-

-Economic Diversification Commission has started setting goals for their group. Two major issues they plan to address in the next year are:

- Housing and housing incentives.
- Childcare.

Childcare-The Assistant City Manager has had contact with the 0-3 families alliance and the group is still exploring option for a community needs assessment study.

Senior Housing Project. Cordes Development is finalizing the application for the Senior Housing project near the Senior Center and Hospital. Initial budget projections appear to contain the following parameters.

Senior Housing Complex-25-30 Units costing \$7,000,000-\$8,000,000 financed by federal tax credits and home program funds.

Infrastructure improvements, including potential street reconfiguration, storm drainage upgrades, water, sewer, street lighting and possible sidewalks-\$1,000,000.

City's share of these costs are projected to be:

Infrastructure- \$1,000,000.

Water, Sewer, and Storm Drainage improvements potentially paid for with CDBG Funds (competitive grant)-\$300,000 CDBG Funds, \$100,000 City Funds (budget in Project Funds)

Road, Sidewalks, Street Lighting, Engineering-Up to \$600,000. \$150,000 has already been budgeted in Capital Projects budget. Additional \$450,000 could be project funds transferred based on savings realized from ARPA funds on water and sewer projects.

Between \$250,000-\$300,000 in Housing Funds (\$10,000 per unit incentive)

Donation of land (approximately \$50,000 in value).

City contribution to project in infrastructure and housing incentives \$1.3 million.

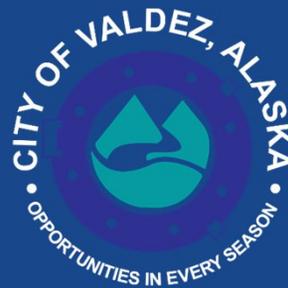
Cordes and the City will create a Developer's Agreement to finalize these details and a Resolution of the City for application to Alaska Department of Housing Finance will be forthcoming in November.

Comprehensive Plan-The Comprehensive Plan will be considered by the Planning Commission on October 27, 2021 and by the City Council on November 2, 2021.

2021 CITY OF VALDEZ PROJECT UPDATE

City Council Meeting

September 21, 2021



CITY OF VALDEZ 2021 CURRENT PROJECTS

PROJECT	CONTRACT BUDGET	ACTUAL AMOUNT EXPENDED	SCHEDULED SUBSTANTIAL COMPLETION DATE	ACTUAL SUBSTANTIAL COMPLETION DATE
COTTONWOOD DRIVE	\$3,575,302	\$3,067,265	10/31/2021	10/14/2021
WEST HANAGITA AND PTARMIGAN PLACE	\$3,895,500	\$3,093,758	10/31/2021	10/14/2021
CITY COUNCIL CHAMBERS UPGRADE	\$767,868	\$605,786	10/1/2021	
TEN MILE/LOWE RIVER FLOOD CONTROL	\$3,570,100		12/15/2021	
PIPELINE CLUB/LAND SHARK BUILDING	\$586,943		10/31/2021	



UPDATE ON CONSTRUCTION PROJECTS

- Cottonwood Drive- Waiting on street lights-ETA 10/20/21
- West Hanagita-Waiting on street lights-ETA 10/20/21.
- Council Chambers-Substantial completion 10/31/21. Planning to hold meeting in Chambers in late November.
- Pipeline Club-Demolition begin in next 7 days. Land Shark demolished.
- 10 Mile Flood Control Project-Installing toe on groin #2. Hauling rock and shaping the slope (3-1 ratio).
- VCT Transfer Ramp-Waiting on materials.



DESIGN PROJECTS

- Currently taking bids for new WELL.
- H-K SMALL BOAT HARBOR LAUNCH RAMP DESIGN REVIEW ONGOING.
- BIDDING ROBE RIVER FIRE WATER BOOSTER PUMP REPLACEMENT.
- ARCHITECTS ALASKA HOSPITAL MASTERPLAN UPDATE –SITE VISIT BY ARCHITECTS IN NOVEMBER ANTICIPATED.
- GLACIER STREAM EAST ACCESS STUDY –SCHEDULED TO BE REVIEWED BY PLANNING COMMISSION AFTER COMMUNITY FOCUS GROUP.



PUBLIC INFO WEBSITES

STREET PROJECTS - WWW.VALDEZPAVING.COM

FIRE STATION – WWW.VALDEZAK.GOV/493/NEW-FIRE-STATION-PROJECT.

COMP PLAN UPDATES - [HTTP://VALDEZCOMPLAN.BLOGSPOT.COM](http://VALDEZCOMPLAN.BLOGSPOT.COM)

WWW.VALDEZAK.GOV/520/PROJECTS



POTENTIAL HOUSING PROJECTS

Senior Housing Project.

- Registration occurred with Alaska Housing end of June.
- Pre-Application due August 6th (Pushed back one week).
- Market Study ongoing.
- Final application due in November.

Whalen/St. Patrick/TractP Subdivision.

- Zoning approved for property on Egan.
- Waiting on preliminary plat to discuss future development needs/incentives.
- Design Contract for Whalen Street approved 7/20/21.
- Planning meeting with developers in next month to discuss incentives.



From: Stratton Edwards, CHCG
To: City of Valdez City Council Members
Cc: City Manager & Assistant City Manager
Re: 3rd Quarter Activities Report
Date: October 6, 2021

July

Regularly scheduled calls with city management took place on July 13th and July 27th

- Ongoing contact with Alaska Congressional Delegation concerning Member visits during August
 - Uncertain and changing schedules precluded visits in August
 - We are continuing to work to find times to get Members to Valdez
- Drafted edits and updates to legislative priorities and consulted with city management about those updates
- Research concerning possible project to improve salmon habitat at Robe Lake
- Contacted staff for Congressman Young and Senator Sullivan concerning post office staffing

August

Regularly scheduled calls with city management took place on August 10th and August 24th

- Received response on post office staffing from Senator Sullivan's office and continued to engage on process concerning new Postmaster
- Annual visit to Valdez
 - In person presentation to the Valdez City Council
 - Tour of ports and harbors
 - Site visit to Robe Lake
 - Lunch with Councilman Sorum and city staff
 - Attended department directors meeting
- Developed strategy to reach out to USACOE for site visit

September

No regularly scheduled calls took place due to additional calls and virtual meetings during the month

- Call with city management and stakeholders on senior housing project and use of ARPA funding
 - Conducted research and consulted with CHCG contracting specialist concerning ability for the city to use ARPA funding on the project.
 - Had a conversation with City Manager about appropriateness of using ARPA funds on the project and advised of pros and cons of moving forward on this path
- Reviewed letter from the Port of Anchorage requesting funding that they asked Valdez to sign onto. Consulted with Senator Sullivan's office on their view of Anchorage's request. Advised City Manager on pros and cons of signing and made a recommendation not to sign.
- Virtually attended meeting with USACOE representatives concerning potential partnerships on Valdez port and harbor projects.