



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, December 17, 2019

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of November 26, 2019](#)

Attachments: [DRAFT City Council Regular Meeting Minutes 112619](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Appointments to Valdez Museum & Historical Archive Board of Directors \(Two-Year, One-Month Term\)](#)

Attachments: [Britt_VMHA Application Nov 2019](#)

[Johnson_VMHA Application Nov 2019](#)

2. [Appointment to Providence Valdez Medical Center Health Advisory Council \(One-Year, Ten-Month Term\)](#)

Attachments: [Bateman_PVMC HAC Application NOV 2019](#)

3. [Appointment to City Planning & Zoning Commission \(Three-Year Term\)](#)

Attachments: [Haase_P&Z Application Nov 2019](#)

4. [Approval of Professional Services Agreement with Trust Consultants for 2020 State Lobbyist Services in an Amount Not to Exceed \\$50,000](#)

Sponsors: City Council and Ferko

Attachments: [Trust Consultants Lobbyist Contract](#)

5. [Approval of Professional Services Agreement with Capitol Hill Consulting Group for 2020 Federal Lobbyist Services in an Amount Not to Exceed \\$36,750](#)

Attachments: [DRAFT 2020 Federal Lobbyist \(Capitol Hill Consulting Group\) Contract](#)

VII. NEW BUSINESS

1. [Approval of 1-Year Contract Extension to Gulf Coast, Inc. DBA Clean Alaska in the Amount of \\$130,300.00 for Janitorial Services](#)

Attachments: [2019 Janitorial Services - Gulf Coast, Inc Amendment 2 \(Extension\)](#)

[2019 Janitorial Services - Gulf Coast Inc \(Original Contract\)](#)

[2019 Janitorial Services - Gulf Coast, Inc Change Order 1 \(Baler Restroom\)](#)

2. [Approval of 1-Year Contract Extension to X-DLX Investments, Inc. in the Amount of \\$158,900.60 for Janitorial Services](#)

Attachments: [2019 Janitorial Services - X-DLX Investments Inc Amendment 2 \(Extension\)](#)

[2019 Janitorial Services - X-DLX Investments Inc \(Original Contract\)](#)

[2019 Janitorial Services - X-DLX Investments Inc Change Order 1 \(Allison Pt.\)](#)

3. [Approval of Amendment #2 to the Hospital Management and Operating Agreement Between the City of Valdez and Providence Health Services](#)

Attachments: [Valdez Providence Contract Extension and Amendments.2019-12-12.Final](#)

VIII. ORDINANCES

1. [#19-07 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.10, Titled Acquisition of Real Property. Second Reading. Adoption.](#)

Attachments: [#19-07 Amending Title 4 by Creating Chapter 4.10 Titled Acquisition of Real Property](#)

2. [#19-08 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.09, Titled Lease of City Buildings. Second Reading. Adoption.](#)

Attachments: [#19-08 Creating Chapter 4.09 Lease of City Buildings](#)

IX. RESOLUTIONS

1. [#19-62 - Adopting Terminal Tariff No. 100-20 and Terminal Rules & Regulations for the Port of Valdez and Repealing Resolution No. 18-46](#)

Attachments: [#19-62 - ADOPTING TERMINAL TARIFF NO. 100-20 AND TERMINAL RULES](#)

[Tariff 100-20 Redlined](#)

[Tariff 100-20 Clean](#)

[Terminal Rules & Regulations 100-20 Redlined](#)

[RES #18-46 Tariff 100-19](#)

X. REPORTS

1. [GreenPlay LLC. Master Plan Update December 2019](#)

Attachments: [Valdez AK December Progress Report](#)
[Valdez Public Engagement Summary memo](#)

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

1. City Manager Report

1. [City Manager Report 12/17/2019](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. ADJOURNMENT

XIV. APPENDIX

1. [Council Calendar - January 2020](#)

Attachments: [Council Calendar - January 2019](#)



Legislation Text

File #: 19-0516, **Version:** 1

ITEM TITLE:

City Council Regular Meeting Minutes of November 26, 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Regular City Council meeting minutes of November 26, 2019 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, November 26, 2019

7:00 PM

Regular Meeting (Moved from 11/19 due to AML)

Council Chambers

City Council

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

Mayor O'Neil called the meeting to order at 7:04 p.m. in Valdez City Council Chambers.

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: 5 - Mayor Jeremy O'Neil
Council Member Ron Ruff
Council Member Sharon Scheidt
Council Member Darren Reese
Council Member Alan Sorum

Excused: 1 - Council Member Christopher Moulton

Absent: 1 - Council Member Dennis Fleming

Also Present: 5 - City Manager Mark Detter
Assistant City Manager Nathan Duval
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko
City Attorney Jake Staser

IV. PUBLIC HEARINGS**1. Public Hearing - 2020 City Budget**

As an introduction to the public hearing, Mr. Detter provided a verbal overview of his written budget analysis included in the Council agenda packet.

No public testimony was given during the hearing.

V. APPROVAL OF MINUTES

- 1. City Council Regular Meeting Minutes of January 15, 2019**
- 2. City Council Regular Meeting Minutes of November 5, 2019**

The regular City Council meeting minutes of January 15, 2019 and November 5, 2019 were approved as presented.

VI. PUBLIC APPEARANCES

- 1. Public Appearance: Joe Lally, Director of Programs, Prince William Sound Regional Citizens' Advisory Council (PWSRCAC)**

Mr. Lally provided an overview of the PWSRCAC's organization, mission, and board composition. He introduced Ms. Amanda Bauer and Ms. Dorothy Moore

who serve as the two Valdez representatives on the PWSRCAC Board of Directors.

Mr. Lally provided information on the public scoping notice issued by the Alaska Department of Environmental Conservation (ADEC) regarding oil discharge prevention and contingency plan regulations and statutes. He explained ADEC has asked for public input on what changes or deletions the public would like to see, with specific comments on what is working well and what is not working by the deadline of January 15, 2020.

He stated PWSRCAC is concerned with the lack of transparency of this scoping process, as well as the potential to weaken the strong oil spill prevention and response safeguards put in place after the Exxon Valdez oil spill. He handed out *Alaska's Oil Spill Response Planning Standard* booklet which provides some of the history and intent behind the regulations and statutes. He stated these regulations and statutes have been successful in preventing another catastrophic oil spill for over 30 years.

Mr. Lally explained PWSRCAC is asking all of their member entities, including the City of Valdez, to provide comments to ADEC by the January 15th deadline. He stated PWSRCAC strongly opposes any legislative or regulatory changes that would weaken or erode oil spill prevention and response standards, increase the risk of a catastrophic spill, or demonstrate a return to the complacency which was determined to be a primary cause of the Exxon Valdez oil spill.

He explained the Council agenda packet includes a briefing paper prepared by PWSRCAC and a resolution passed by their Board of Directors with information regarding the public scoping process.

Mr. Lally stated PWSRCAC is also concerned about is the acquisition of BP Pipelines by Harvest Alaska, LLC, a wholly-owned subsidiary of Hilcorp Alaska. PWSRCAC recently submitted comments, suggested actions, and requests to the Regulatory Commission of Alaska (RCA) focused on four major areas of concern: (1) operational implications, including those related to Hilcorp's history of regulatory non-compliance, (2) adequacy of resources available for dismantlement, removal, and restoration, (3) public access to information sufficient to assess whether the transfer of operating authority is in the best interest of the public, and (4) conditions required to ensure the transfer is in the public's best interest. He explained the comments were included in the Council agenda packet in their entirety to assist the City of Valdez with the development of comments and submittal to the RCA by the revised deadline of December 13, 2019.

Mr. Lally thanked Mayor O'Neil and the Council for providing grant funding in support of deployment and maintenance of two new weather buoys in Port Valdez. The buoys are located in the vicinity of the Valdez Marine Terminal off of Jackson Point and just outside of the entrance to the Valdez Duck Flats. He

explained a flyer, included in the Council agenda packet, provides buoy locations and links to access buoy information. The weather buoy information refreshes every 15 minutes and can also be accessed from the www.pwsrcac.org. The buoys will improve the understanding of weather conditions in Port Valdez which effect marine vessel safety and movement of spilled oil, as well as help with decisions regarding the timing of protecting environmentally sensitive areas. The preliminary information from these buoys has been valuable in developing protection measures to ensure the Valdez Duck Flats and the Solomon Gulch Hatchery are protected from an oil spill.

Mr. Lally explained Ms. Dorothy Moore provided written comments in the Council agenda packet to highlight some of PWSRCAC's projects and work discussed at their last Board of Directors meeting held in Kenai, AK in September. Projects discussed included: weather data from the new weather buoys in Port Valdez, Places of Refuge for tankers in distress, ADEC commissioner comments on the public scoping process, long term environmental monitoring, VMT contingency plan update, and a report on Alyeska/SERVS drills and exercises completed in 2018.

Ms. Moore invited the Council to the May 2020 PWSRCAC Board meeting in Valdez. Mayor O'Neil thanked the PWSRCAC for the good work being done on behalf of Valdez and other communities.

VII. PUBLIC BUSINESS FROM THE FLOOR

There was no public business from the floor.

VIII. CONSENT AGENDA

- 1. Appointment to City Permanent Fund Committee (Three-Year Term)**
- 2. Appointments to City Planning & Zoning Commission (Three-Year Term)**
- 3. Acceptance of Resignation from the Valdez Museum & Historical Archive Association Board of Directors (Jhon Alegado)**
- 4. Proclamation: 37th Annual Community Christmas Tree Lighting Ceremony**

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

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Scheidt,
Council Member Reese and Council Member Sorum
Excused: 1 - Council Member Moulton
Absent: 1 - Council Member Fleming

IX. NEW BUSINESS**1. Approval of Recommendation that the 2019 Annual Appropriation of 1.5% Remain in the Valdez Permanent Fund**

MOTION: Council Member Reese moved, seconded by Council Member Scheidt, to approve the 2019 annual appropriation of 1.5% remain in the Valdez Permanent Fund. The motion carried by the following vote after the following discussion occurred.

Mayor O'Neil stated the interest earning potential of the amount remaining in the permanent fund is about 5% greater than if the 1.5% was transitioned into cash.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Scheidt,
Council Member Reese and Council Member Sorum

Excused: 1 - Council Member Moulton

Absent: 1 - Council Member Fleming

2. Approval of Contract with Goertz Construction, Inc. for Airport HVAC Upgrades - West Wing Project in the Amount of \$213,404

MOTION: Council Member Sorum moved, seconded by Council Member Scheidt to approve contract with Goertz Construction, Inc. for Airport HVAC Upgrades - West Wing Project in the amount of \$213,404. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Scheidt,
Council Member Reese and Council Member Sorum

Excused: 1 - Council Member Moulton

Absent: 1 - Council Member Fleming

3. Approval of Professional Services Agreement with Dawson Construction, LLC for Fire Station 1 Replacement CM/GC services in the Amount of \$51,000

MOTION: Council Member Sorum moved, seconded by Council Member Scheidt, to approve professional services agreement with Dawson Construction, LLC for Fire Station 1 Replacement CM/GC services in the amount of \$51,000. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Scheidt,
Council Member Reese and Council Member Sorum

Excused: 1 - Council Member Moulton

Absent: 1 - Council Member Fleming

X. RESOLUTIONS

- 1. #19-55 - Repealing Resolution 19-53, and Amending the 2019 Budget by Accepting the Alaska Department of Fish and Game Clean Vessel Act Grant Program Award in the amount of \$127,294, Authorizing the Expenditure for the Purchase of a Sewage Pump-Out Boat and Cart for the Harbor Facilities, and Reallocating Funds from Major Equipment Reserve Previously Appropriated for this Purchase**

MOTION: Council Member Reese moved, seconded by Council Member Scheidt to approve Resolution #19-55. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Scheidt, Council Member Reese and Council Member Sorum

Excused: 1 - Council Member Moulton

Absent: 1 - Council Member Fleming

XI. REPORTS

- 1. Report: Valdez Medical Clinic Lease Extension**

Council Member Reese asked when the new lease with the Valdez Medical Clinic would be completed. Ms. Kate Huber, city interim planning director, explained she will first work with the city clerk to bring forward an ordinance to address the city building lease process. Current municipal code only addresses the lease process for city land. Once the code revision process is complete, a new lease would be brought to Council for consideration prior to the lease extension expiration. Ms. Pierce stated she planned to bring the building lease ordinance to Council during the second meeting in January.

- 2. Valdez Fire Department 2018 Annual Report**

Council Member Scheidt asked for the definition of general service calls. Fire Chief Tracy Raynor explained those calls were for public service assistance such as non-emergency transports to the hospital.

- 3. Quarterly Financial Statements: 3rd Quarter 2019 Report**

- 4. Change Order Report: Change Order #5 with HS&G for West Klutina Repave, Gutter & Sidewalk Replacement**

Council Member Reese asked if there had been any additional public feedback on the location of the light poles along West Klutina. Mr. Nate Duval, city capital facilities director/assistant city manager, stated no additional feedback related to the light poles had been received in over a year. Council Member Reese stated he received a large amount of positive feedback on the improvement to safety due to new lighting along West Klutina.

XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**1. City Manager Report**

Mr. Detter provided a verbal update on his recent activities, including his attendance at the AML conference and recent meetings in Anchorage with the city legal team.

He explained in the next couple of weeks he will be working to fill the planning department director position, looking at the design of the Flood Mitigation Task Force, and completing other tasks outlined in his written report included in the Council agenda packet.

He stated he will be out of town traveling for the Thanksgiving holiday.

2. City Clerk Report

Ms. Pierce outlined upcoming vacancies on city boards and commissions. She announced the date for the city employee holiday party and invited Council to attend.

3. City Attorney Report

Mr. Staser provided updates on projects and cases his firm is working on behalf of the City, including concerns regarding the LNG pipeline, C-Plan adjudication, ADEC's request for public comment regarding revisions related to oil spill prevention and response regulations, the process for the five year renewal of Prince William Sound C-Plans, the Meals Hill acquisition, the Barton case, the Pacific Pile & Marine case, and comments on the Hilcorp acquisition of BP.

He explained the Governor provided a prerecorded statement during the AML conference which included his intention not to bring forth SB57-type legislation in 2020.

He provided an overview of the city legal team's recent meeting with the city manager and city clerk and his attendance at the Municipal Attorney's Association conference,

4. City Mayor Report

Mayor O'Neil provided an overview of his experience at the AML conference, including the Governor's prerecorded statement which included his intention not to bring forth legislation in 2020 regarding municipal property or fisheries taxes. He explained many of the challenges experienced in Valdez are common in other municipalities around the state.

Mayor O'Neil expressed his appreciation for Ms. Pierce's excellent service as parliamentarian for the AML business meeting. He suggested scheduling regular parliamentary procedure training for Council and city commissions. He also expressed his appreciation for the hard work of the Clerk's Office, most especially the front office staff, for putting together the Valdez display table for AML.

Mayor O'Neil thanked the Valdez Senior Center for hosting him for lunch.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Council wished the community a safe and happy Thanksgiving holiday.

Several Council members provided upcoming absence dates.

Council Member Sorum stated the AML conference went well. He noted Governor Dunleavy and Senator Shower did not appear during the conference. Representative Rauscher participated in the conference and engaged with Valdez City Council members in attendance.

Council Member Scheidt provided an overview of her experience at the AML Newly Elected Officials training the previous week.

Council Member Scheidt explained she is the Council representative on the Valdez Convention and Visitors Bureau Board of Directors. She recently met with the VCVB Board to address City Council concerns regarding VCVB staffing challenges and other topics. She provided an overview of the VCVB letter recently sent to Council addressing those concerns, including the upcoming hire of a new executive director and continuing to conduct VCVB business as usual even with staffing shortages.

Council provided consensus to schedule a Council work session in late January or early February 2020 with the VCVB Board of Directors, VCVB executive director, and the city Economic Development Department.

XIV. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 8:03 p.m.



Legislation Text

File #: 19-0517, **Version:** 1

ITEM TITLE:

Appointments to Valdez Museum & Historical Archive Board of Directors (Two-Year, One-Month Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint two applicants to each serve a two-year, one-month term on the Valdez Museum & Historical Archive Board of Directors

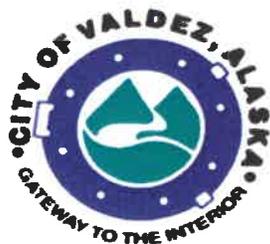
SUMMARY STATEMENT:

Two vacancies exist on the Valdez Museum & Historical Archive Board of Directors due to resignation.

The City Clerk's advertised the vacancies and received two applications:

- Keenan Britt
- Juleen Johnson

Appointees will each serve a two-year, one-month term, expiring January 2022.



Received
NOV 29 2019
City of Valdez

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

BOARD/COMMISSION Valdez Museum & Historical Archive Association Board of Directors

DATE 25 November 2019

NAME Keenan J. Britt

RESIDENCE ADDRESS 330 Klutina St. Valdez, AK 99686

MAILING ADDRESS P.O. Box 2731 Valdez, AK 99686

TELEPHONE NUMBER Daytime 517-673-1045 Evening 517-673-1045

OCCUPATION Services Manager EMPLOYER Valdez Convention & Visitors Bureau

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

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

Please explain in greater detail those items you have checked: _____

Please see attached letter

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

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

Media

Word of mouth

Solicitation

Other _____

Signature _____

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

Hello,

I am applying for an open position on the Valdez Museum & Historical Archive Association Board of Directors. I have decided to apply for this position at the request of two current board members.

I have some expertise which I am able to contribute to the Valdez Museum Board. I am a former employee of the museum, having worked as a Museum Attendant before leaving for my current position as Services Manager at the Valdez Convention & Visitors Bureau. I remain active with the museum by writing occasional articles for the museum's quarterly publication *Inside View*.

I have an undergraduate degree in anthropology from the University of Michigan, and I first came to Alaska some years ago as a graduate student in anthropology at the University of Alaska Fairbanks, where I also studied Alaska Native history and the Gold Rush period. I have continued to learn as much of Alaska's history and culture as possible, which has helped in my previous work with the Valdez Museum, as well as my current position at the VCVB.

I am also attuned to the role of tourism in Valdez's economy through my role at the VCVB, and I understand the importance tourism also plays for the Valdez Museum.

Please contact me if you have any questions.

Thank you,

Keenan J. Britt
kjbritt@alaska.edu
(517) 673-1045



Application Form

Profile

Juleen

First Name

Johnson

Last Name

[Redacted]

Email Address

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

[Redacted]

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

UMass Amherst

Employer

Teacher at UMass Amherst

Occupation

Which Boards would you like to apply for?

Valdez Museum & Historical Archive Association Board of Directors: On Agenda

Question applies to multiple boards

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

I live in Massachusetts. I believe that I have much to offer. I can make myself available by phone, Skype, social media, and conference calls.

How did you learn about this vacancy? *

Social Media

Interests & Experience

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

I am interested in bringing new perspectives into the community of Valdez. I was brought up in Valdez and feel like I can add some new ways of seeing and interacting with the world by inviting world class writers, artists, musicians, and thinkers to come and share what they have been working on. These people are changing the world through what they are making and engaging with and changing the context in which we are living by bringing awareness to what we cannot see.

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

I am currently an MFA candidate in poetry at the University of Massachusetts Amherst. I am teaching creative writing and College Writing 112. In the summer of 2019, I attended Oxford University in Oxford, UK. As I studied, I worked on writings and made art in my 8 by 10 dorm room. I taught an informal poetry class at Trinity College and set up readings. I co-founded, Trestle Ties: A Landscape of Emergence. The journal helps emerging writers. We will soon be opening the journal to Essays, Fiction, and Non-Fiction. I have also volunteered as a board member for Voice Catchers. As an undergraduate I was on committees for the President of the University of CSU Monterey. I was the student liaison for the president and on hiring search committees for the Humanities and Communication board.

[Resume.pdf](#)

Upload a Resume or Letter of Interest

Curriculum Vitae -

Education

Summer University of Oxford University, University of Massachusetts Amherst	2019
Summer Iowa Summer Writers' Workshop in Poetry	2015
MFA Pacific Northwest College of Art, Visual Studies	2012
BA CSU Monterey Bay, Visual and Public Art & Humanities and Communication	2010
Concentrations: Integrated Media, Museum Studies, Creative Writing & Social Action, Film & Literature	
Distinction within majors	

Selected Editing, Board Membership, and Reader for Prizes

Editor and Co-Founder, <i>Trestle Ties</i>	2018-Present
Reader, <i>Juniper Prize in Fiction</i>	2018
Poetry Editor, <i>Jubilat</i>	2018
Board Member, <i>VoiceCatcher</i>	2016-18
General Editor, <i>Gobshite Quarterly</i> winter/spring	2017
Poetry Editor, <i>VoiceCatcher</i>	2014-16 elected

Selected Teaching Experience

Poetry workshop facilitator at Trinity College Oxford University	2019
<ul style="list-style-type: none">• Students looked at form and images, wrote to writing prompts.• Students talked openly about each other's poem and craft.	
Poetry workshop facilitator at Freedom Café, Amherst, Massachusetts	2019-21
<ul style="list-style-type: none">• Poets come together outside of school to talk about poems and workshop poems.• Larger community contextualizing poems, form, and image.	
Teacher Associate, University of Massachusetts Amherst	2018-21
<ul style="list-style-type: none">• Students work in creative ways to find their voice.• Students write essays and letters to explore new ways of approaching language.	

Residencies, Fellowships, Scholarships, and Grants

MacDowell Colony, <i>Isabella Gardner Poetry Fellow</i>	2018
Wassaic Project Residency and Fellowship, <i>Poetry</i>	2012
MFA Merit Scholarships, Visual Studies, <i>Pacific Northwest College of Art</i>	2010-11

Selected Poetry Awards

Seoul, South Korea September 15, 2015, Nominated for Best of Net 2019 by <i>L'Ephémère Review</i>	2019
Silent Storm, Nominated for Best of Net 2019 by <i>Cortland Review</i>	2019
First place, <i>Voices Poetics</i> Poetry Contest, Hartnell College	2010

Selected Poetry, Podcasts, and Interview Publications

Beat or Beet?, <i>Moss</i>	2019
Smoke Signals and Empty Summer Rememberings, <i>Madwoman Etc.</i>	2019
The One Who Makes Us Can Take Us Away, <i>Remington Review</i>	2019
A Small Sudden City, <i>Glass: A Journal of Poetry</i>	2019
How to Wait, <i>Rind Literary Magazine</i>	2019
Blood and Bones, and Shakespeare Say, <i>The Indianapolis Review</i>	2018
Icon Cream O' Lisa, <i>Together We Create Strange Histories, an art book</i>	2018
Interview and Reading, Old Savidge Library, <i>CommonPlace Podcast</i>	2018
Memory, <i>The Dunes Review</i>	2018
No There, and Winter Stand, <i>Switchback</i>	2017
Lamenting Time, <i>The Nervous Breakdown</i>	2014

Selected Readings and Lectures

Adoption and Adaption, <i>Ford Food and Drink</i>	2019
Tell Me A Story: Zine and Things, <i>Rose City Books Pub</i>	2019
Tender Table, <i>Zone 3, presentation about food and writing</i>	2019

Immigration Showcase, <i>Turners Fall Theater</i>	2019
Live Lit, <i>Amherst Books</i>	2019
MacDowell fellow reading, <i>The Toadstool Bookstore</i> , with Rachel Zucker, Destiny Birdsong, Greg Marshall, and Juleen Johnson	2018



Legislation Text

File #: 19-0518, **Version:** 1

ITEM TITLE:

Appointment to Providence Valdez Medical Center Health Advisory Council (One-Year, Ten-Month Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint one applicant to serve a one-year, ten-month term on the Providence Valdez Medical Center Health Advisory Council

SUMMARY STATEMENT:

One vacancy exists on the Providence Valdez Medical Center Health Advisory Council due to resignation.

The City Clerk's Office advertised the vacancy and received one application:

- Anna Bateman

Appointee will serve a one-year, ten-month term, expiring October 2021.

Application Form

Profile

Anna _____ Bateman _____
First Name Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Valdez Native Tribe (VNT) _____ Tribal Administrator _____
Employer Occupation

Which Boards would you like to apply for?

Providence Valdez Medical Center Health Advisory Council: On Agenda

How did you learn about this vacancy? *

Word of Mouth

I was recommended by Jeremy O'Neil

Interests & Experience

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

As the Tribal Administrator and a community member, I am very interested in all aspects of health care delivery to the people of Valdez.

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

EMS is near and dear to my heart as I spent many years working in a rural community and the Indian Country of Central Nevada as an EMT I, EMT II, with optional scope as a Paramedic and also as an instructor at the college level, as the EMS Director for WNC for five semesters. I was certified in BLS, ALS, PALS, cold water rescue, and mine rescue. The distances between large hospitals are the same there so I understand our issues here. As the Tribal Administrator for the Valdez Native Tribe, I am extremely interested in ensuring that our Tribal members and beneficiaries have the best health care that is possible and hope to be a part of the decisions that will affect that deliverability for everyone in Valdez.

[Anna_s_Resume_2019.docx](#)

Upload a Resume or Letter of Interest

Anna L. Bateman

SUMMARY OF QUALIFICATIONS

- ❖ *Results-oriented professional with over 30 years of experience advocating social justice through the application of behavioral and social sciences across multiple jurisdictions.*
- ❖ *Enthusiastic, responsible spokesperson holding a high degree of competency and diplomacy in working with the public, tribal and community leaders, judges, attorneys, court personnel, treatment providers and law enforcement.*
- ❖ *Seasoned negotiator fluent at creating strategic, crisis management, safety and contingency plans, for all parties involved, that include steps which identify specific responsibilities, and mediation communication procedures, within regulatory or legal parameters.*
- ❖ *Dedicated facilitator, proficient at developing targeted curriculum, promotional materials and workshops, measuring resulting outcomes by capturing data that can also be used for grant funding.*
- ❖ *Accomplished mentor connecting participants with public and private education options and services by conducting needs assessments, generating possibilities and implementing solutions.*
- ❖ *Effective innovator, utilizing extensive background in tribal education and leadership development, creating and managing integrated support services for under-represented populations so that their members may participate in relevant cultural practices.*
- ❖ *Experienced advocate identifying and evaluating clients needs in order to develop or locate programs promoting behavioral health improvement and skills development.*
- ❖ *Successful writer of grants, budgets, justifications, memorandums of understanding, policy and procedures, curriculum.*

EDUCATION

- ❖ *UAF, Fairbanks, AK - PhD Candidate Indigenous Studies - Present*
- ❖ *UNR, Reno, NV – Master of Justice Management – 2018*
- ❖ *UNR, Reno, NV - Graduate Certificate Social Justice - 2018*
- ❖ *UNLV, Las Vegas, NV – Bachelor of Arts Social Science/Public Admin. - 2012*
- ❖ *WNC, Fallon, NV – Associate of Arts General Studies/Juvenile Justice - 2000*
- ❖ *OHSU, Portland, OR – Advanced Paramedic Program - 1988*

RELEVANT EXPERIENCE, ACHIEVEMENTS & RESEARCH

- ❖ *National Extension Association of Family & Consumer Sciences – Family Health and Wellness Award*
- ❖ *Department of Justice – Office of Justice Programs -Victims of Crime Grant Awarded*
- ❖ *UAF PhD Indigenous Studies Dissertation Proposal: “The Effects of Horticultural Therapy in Alaska’s Indian Country.*
- ❖ *UNR Master of Justice Management Thesis: “The Effects of Horticultural Therapy on the Recidivism Rate for Native American’s in Nevada’s Indian Country”.*
- ❖ *UNR Graduate Certificate of Social Justice Project: “End Lunch Debt Now”.*
- ❖ *VNT’s Indian Health Services (IHS) Contract Health Care Program Director*
- ❖ *VNT’s Bureau of Indian Affairs (BIA) Programs Director (Higher Ed., Social Services, Wellness, Elders)*
- ❖ *Site Coordinator - UNCE/UNR’s Children Youth and Family’s at Risk Program*
- ❖ *Presenter - Consortia for Administrators Native American Rehabilitation 2018*
- ❖ *Co-Chaired Tribal Advisory Committee for Mending the Circle*
- ❖ *Designed and Opened FPST Children’s Advocacy Center*
- ❖ *Child Protection Team Member*
- ❖ *Certified Child Forensic Interviewer*
- ❖ *Coordinated Nevada Intertribal Child Welfare Symposium*
- ❖ *Co-wrote UNCE/UNR’s Children Youth and Family’s at Risk Mother’s Empowerment curriculum*
- ❖ *Strangulation Expert Witness Certification - Family Justice Center Alliance*
- ❖ *Wrote, Co-wrote, obtained, maintained DOE, OVW, VAWA, DOJ, NCAC, CTAS, USDA, NRCS grants*
- ❖ *NV. Certified Alcohol and Drug Abuse Counselor Intern #01395*
- ❖ *Tribal Healing to Wellness Court Advisory Committee Member*
- ❖ *Implemented Tribal Horticultural Therapy Program*
- ❖ *Designed and Supervised Community Service Program for probationers from various jurisdictions and six Northern Nevada Courts.*
- ❖ *Nevada Licensed Substitute Teacher 2000-2013*
- ❖ *Wrote the curriculum for NV. State Approved EMS program 5 semesters WNC*

- ❖ *Co-wrote Vocational Rehabilitation Policies & Procedures for Tribal VR*
- ❖ *Appointed by Nevada Governor, Brian Sandavol, to the State Vocational Rehabilitation Council*

RELEVANT WORK HISTORY

- ❖ *Valdez Native Tribe – Tribal Administrator – Valdez, AK*
- ❖ *UNCE Children Youth and Families at Risk (CYFAR) Site Coordinator*
- ❖ *SP Counseling – Case Manager*
- ❖ *Nevada Certified Alcohol and Drug Counselor Intern #01395*
- ❖ *Fallon Paiute Shoshone Tribe Vocational Rehabilitation - Program Manager*
- ❖ *Fallon Paiute Shoshone Tribe Victim Services - Victim’s Advocate*
- ❖ *NAS Fallon - Sexual Assault Response Team Coordinator/Domestic Violence Prevention Advocate*
- ❖ *Fallon Paiute Shoshone Tribe Youth Shelter - Children’s Advocate*
- ❖ *Fallon Paiute Shoshone Tribe Youth Shelter – Youth Shelter Education Coordinator*
- ❖ *Churchill County School District – Licensed Substitute Teacher K-12 with Special Ed. Endorsement*
- ❖ *Western Nevada College EMS Program - Coordinator/Instructor*
- ❖ *Del Norte Ambulance – Paramedic – Crescent City, CA*
- ❖ *Churchill County Hospital – EMT I & II*
- ❖ *City of Fallon - Lifeguard*

SPECIFIC TRAINING

*Alaska Federation of Natives
Fairbanks, Alaska*

*Alaska Tribal Administrators Association
Anchorage, Alaska*

*Falmouth Institute, Tribal Constitutions, Bylaws and Ordinances
Valdez, Alaska*

*Consortia of Administrators for Native American Rehabilitation, Tribal Voc Rehab Management
Isleta Pueblo, New Mexico
Alpine, California
Las Vegas, Nevada
Salt Lake City, Utah*

*Office of Juvenile Justice Delinquency and Prevention, National Children’s Alliance, CAC Management
Oklahoma City, Oklahoma*

*National Children's Advocacy Center, Forensic Interviewing of Children Certification
Elkhart, Indiana*

*U.S. Dept. of Defense, Nat. Center Domestic/Sexual Violence, Sexual Assault Prevention/Response SARC
San Diego California
Orlando, Florida*

*Department of Justice, Office on Violence Against Women, Violence Against Women in Indian Country
Salt Lake City, Utah
San Diego, California
Tulsa, Oklahoma*

*OVW, Violence Against Indian Women & Children, Tribal Coalition Training
Spokane, Washington*

*DOJ, Family Justice Center Alliance, Strangulation Expert Witness Certification
San Diego, California*

*National Indian Child Welfare Association, Indian Child Welfare Act, Training Institute
Portland, Oregon*

*U.S. Dept. of Justice, Office of Justice Programs, Tribal Healing to Wellness Court Management
Fort McDowell, Arizona*

*The National Judicial College, The National Tribal Judicial Center, Tribal Court Management
Reno, Nevada*

REFERENCES

Karla Kent – City Council, Fallon, NV – 775.423.2126

Thomas Tapp – Seed Media Director – 907.831.0851

Melodie Fair – Grants Writer Chugachmiut – 907.334.0166



Legislation Text

File #: 19-0519, **Version:** 1

ITEM TITLE:

Appointment to City Planning & Zoning Commission (Three-Year Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint one applicant to serve a three-year term on the City Planning & Zoning Commission

SUMMARY STATEMENT:

One vacancy exists on the City Planning & Zoning Commission due to term expiration.

The City Clerk's Office advertised the vacancy and receive one application:

- Don Haase

Appointee will serve a three-year term, expiring November 2022.

Application Form

Profile

Don _____ Haase _____
First Name Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Nana Worley Parsons _____ Electrical Design _____
Employer Occupation

Which Boards would you like to apply for?

Planning & Zoning Commission: On Agenda

How did you learn about this vacancy? *

City Newsflash or Email

Interests & Experience

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

Being on the P&Z commission has been a fulfilling way to serve my neighbors and friends. I love to help people make full use of their property and I enjoy preparing Valdez for future growth and opportunity.

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

Member, Valdez Planning and Zoning Commission, 2004-present Chaperone, Tatitlek Cultural Heritage Week, 2015-2018 Valdez resident and property owner, 1993-present

Upload a Resume or Letter of Interest



Legislation Text

File #: 19-0520, **Version:** 1

ITEM TITLE:

Approval of Professional Services Agreement with Trust Consultants for 2020 State Lobbyist Services in an Amount Not to Exceed \$50,000

SUBMITTED BY: Sheri L. Pierce, MMC

FISCAL NOTES:

Expenditure Required: \$50,000

Unencumbered Balance: \$172,000

Funding Source: 001-5300-43200 (Council Professional Fees & Services)

RECOMMENDATION:

Approval of professional services agreement with Trust Consultants for 2020 state lobbyist services in an amount not to exceed \$50,000

SUMMARY STATEMENT:

Mr. Kim Hutchinson dba Trust Consultants, has provided State lobbyist services for the City of Valdez for over 23 years. Mr. Hutchinson represents the city concerning legislative matters which may have a significant impact on the city. Mr. Hutchinson's continued efforts are vital to ensure that Valdez is adequately represented in Juneau. Trust Consultant's contract terms and compensation have remained the same for the past 10 years.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made this 17th day of December, 2019, at Valdez, Alaska, by and between the CITY OF VALDEZ, hereinafter called the "City", and Kim Hutchinson, dba Trust Consultants, with offices located at #2 Marine Way, Suite 203, Juneau, Alaska, hereinafter referred to as "Kim Hutchinson."

The City hereby retains Kim Hutchinson to represent the City of Valdez during the regular and all special sessions of the Alaska Legislature in 2020, and throughout the calendar year 2020.

Kim Hutchinson is authorized to represent the City in dealings with the Alaska Legislature, the Administration, and agencies of the State of Alaska and, shall solely represent the interests of the City in all such matters.

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

Principal contact with the City will be the City Manager to whom Kim Hutchinson will report on progress of legislative initiatives and issues and, from whom Kim Hutchinson will receive direction.

Kim Hutchinson shall communicate with the City Council on a semi-annual basis, either in person or via teleconference unless it is deemed necessary to do so more often by the City.

For the term of this agreement, the City shall compensate Kim Hutchinson dba Trust Consultants for professional services in the amount of \$50,000. The amount of \$48,000 shall be paid as a monthly retainer in the amount of \$4,000, with the first payment due and payable no later than January 15, 2020, followed by eleven equal installments by the 15th of each month.

Any travel or other direct expense incurred by Kim Hutchinson through the conduct and performance of his work under this contract shall be reimbursable up to \$2,000. Total payments for professional services and other expenses may not exceed said contract amount.

The City, upon written notice to Kim Hutchinson and/or Trust Consultants, may at any time, terminate this agreement.

Accepted this 17th day of December, 2019.

TRUST CONSULTANTS

CITY OF VALDEZ, ALASKA

Kim Hutchinson

Jeremy O'Neil, Mayor

Marc Detter, City Manager

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

ATTEST:

Jon Wakeland, City Attorney

Sheri Pierce, MMC, City Clerk



Legislation Text

File #: 19-0521, **Version:** 1

ITEM TITLE:

Approval of Professional Services Agreement with Capitol Hill Consulting Group for 2020 Federal Lobbyist Services in an Amount Not to Exceed \$36,750

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: NTE \$36,750

Unencumbered Balance: \$172,000

Funding Source: 001-5300-43200 (Council - Professional Fees & Services)

RECOMMENDATION:

Approve of professional services agreement with Capitol Hill Consulting Group for 2020 federal lobbyist services in an amount not to exceed \$36,750

SUMMARY STATEMENT:

Capitol Hill Consulting Group just completed their tenth year as the City's lobbyist at the federal level. The City's principal lobbyists at the firm are Mr. Stratton Edwards and Mr. Jack Victory. Both assist the City by monitoring and pursuing federal legislative, capitol, and administrative initiatives in Washington, D.C.

Contract terms and compensation have remained unchanged since the firm was initially engaged by the City. Capitol Hill Consulting Group supports the 2020 agreement as presented.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made this ____ day of January, 2020, at Valdez, Alaska, by and between the CITY OF VALDEZ, hereinafter called the "City", and Capitol Hill Consulting Group hereinafter called the "Firm", with respect to the performance of certain consulting services in the government relations area. The terms and conditions of this Agreement are as follows:

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

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

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

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

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

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

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

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

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

7) The term of this Agreement shall commence on January 1, 2020, and shall continue unless terminated to December 31, 2020. The Agreement may be terminated with a 30-day written notice given by either party to the other.

Accepted this _____ day of January, 2020.

CAPITOL HILL CONSULTING GROUP

CITY OF VALDEZ, ALASKA
APPROVED:

David C. Jory, President

Jeremy O'Neil, Mayor

BY: _____

Date: _____

TITLE: _____

ATTEST:

DATE: _____

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Signature of Company Secretary or Attest

Date: _____

Mark Detter, City Manager

Date: _____

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

Jon S. Wakeland

Date: _____



Legislation Text

File #: 19-0522, **Version:** 1

ITEM TITLE:

Approval of 1-Year Contract Extension to Gulf Coast, Inc. DBA Clean Alaska in the Amount of \$130,300.00 for Janitorial Services

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$130,300.00

Unencumbered Balance: N/A

Funding Source: Various Funding Sources

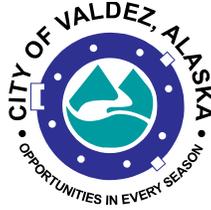
RECOMMENDATION:

Approve the 1-Year Contract Extension to Gulf Coast, Inc. DBA Clean Alaska in the Amount of \$130,300.00 for Janitorial Services

SUMMARY STATEMENT:

As approved in the 2020 budget and allowable by the terms of the contract, this is a one year extension to contract no. 1407.GC. The amendment will extend janitorial services through 2020 for the following locations: City Hall, Police Department, Council Chambers, Vehicle Maintenance Facility, Building Maintenance Facility, Baler Break Room, Baler Building, and the Mary Kevin Gilson Medical Center. The total cost of the 2020 agreement with Gulf Coast, Inc. DBA Clean Alaska is \$130,300.00.

No new changes to current contract scope.



**City of Valdez
Contract Amendment #2**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and GULF COAST, INC DBA CLEAN ALASKA (“Contractor”), is to the following AGREEMENT dated the 19th day of November, 2018:

Project: 2019 Janitorial Services

Contract No.: 1407.GC

**Cost Code: 001-4200-44230
515-5260-44230**

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

City’s project manager is Stanley Porritt.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions:

1. The term of the Contract shall be extended for an additional period of one (1) year commencing January 1, 2020 and continuing through December 31, 2020 (“First Extended Term”). The 2020 scope of service will be encumbered under Contract No. 1573.GC.
2. Page 32, Frequencies section, Police Department, first paragraph shall be revised to say: Services to be performed 5 times per week: Monday – Friday.

ARTICLE 2. Scope of Work - Period of Performance

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

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$125,400.00

Amount Changed by previously authorized Amendment: \$4,900.00

AGREEMENT Amount prior to this Amendment: \$130,300.00

Amount of this Amendment: \$130,300.00

New total AGREEMENT amount including this Amendment: \$260,600.00

ARTICLE 4. Extent of Agreement:

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

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

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

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

**GULF COAST, INC
DBA CLEAN ALASKA**

**CITY OF VALDEZ, ALASKA
APPROVED:**

Name of Company Rep Authorized to Sign

Jeremy O'Neil, Mayor

BY: _____

Date: _____

TITLE: _____

ATTEST:

DATE: _____

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Signature of Company Secretary or Attest

Mark Detter, City Manager

Date: _____

Date: _____

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

RECOMMENDED:

Jon S. Wakeland

Nathan Duval, Capital Facilities Director

Date: _____

Date: _____

APPENDIX A
Scope of Work - Period of Performance

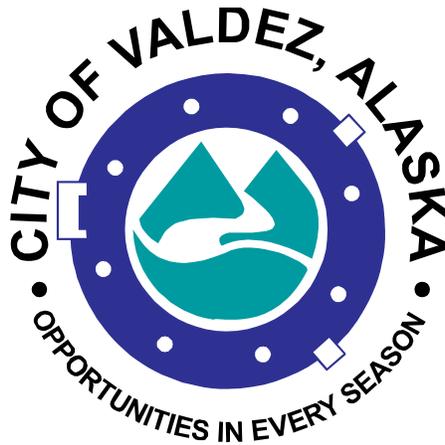
Bid Item #	Description	\$ Amount
1	City Hall Building	\$40,900.00
2	Police Department	\$9,100.00
3	Council Chambers	\$7,100.00
10	Vehicle Maintenance Facility	\$6,200.00
11	Building Maintenance Facility	\$6,900.00
12	Baler Break Room	\$5,700.00
18	Mary Kevin Gilson Medical Center	\$49,500.00
CO #1	Baler Building	\$4,900.00
2020 Contract Amount		\$130,300.00

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

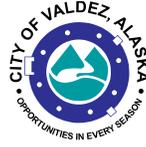
Project: 2019 Janitorial Services
Contract Number: 1407
Cost Codes: 001-4200-44230
402-4300-43400
510-4600-43400
515-5260-44230

Date: September 28, 2018



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

Project Manager/Contract Administrator:
Stanley Porritt, Building Maintenance Supervisor

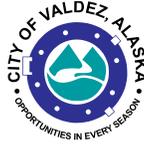


**City of Valdez
Contract Documents**

**Project: 2019 Janitorial Services
Contract Number: 1407**

Table of Contents

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Bid Bond_____	14
Agreement_____	15
Acknowledgement_____	17
Non-Collusion Affidavit_____	18
Contract Release_____	19
Special Provisions_____	22
Frequencies, Standards and Specifications_____	30
Addenda - none_____	



**City of Valdez
Invitation to Bid**

September 28, 2018:

**Project: 2019 Janitorial Services
Contract Number: 1407**

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.

Sealed bids will be accepted until 2:00pm local time on October 25, 2018, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A mandatory pre-bid conference will be held at the Capital Facilities Conference Room, 300 Airport Road, Suite 201, Valdez, Alaska on October 19, 2018 at 10:00 am.

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

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

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

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

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

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



**City of Valdez
Instructions to Bidders**

**Project: 2019 Janitorial Services
Contract Number: 1407**

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. Three letters of reference, narratives, and/or experience are to be included in your packet.
6. 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
2019 JANITORIAL SERVICES
CONTRACT NO. 1407

CAPITAL FACILITIES DIRECTOR
CITY OF VALDEZ
300 AIRPORT ROAD, SUITE 201
P.O. BOX 307
VALDEZ, AK 99686

DATE OF BID OPENING: October 25, 2018

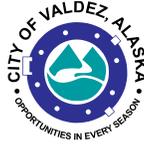
6. Preparation of Bids

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

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

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

Facsimile number to use is (907) 835-5574.



7. Required Documents for Bid

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

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current Alaska Business License, Type 561720
- E. Copy of current City of Valdez Business Registration
- F. Bidder Qualifications: Three letters of reference, narrative and/or years of experience

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 business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:
 - a. Has owned, rented, or leased real property within the city limits from which the business operates as verified by appropriate documentation;



- b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonable accessible to city residents;
 - c. Has current state business licenses and city business registrations;
 - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

Section 2.80.060D Competitive Procurement Procedure

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside of the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

16. Award of Bid

The bid, if awarded, will be awarded 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: 2019 Janitorial Services
Contract Number: 1407**

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>N/A</u>	Dated	<u>10-25-18</u>	Initials	<u>C.K.</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	_____

Gulf Coast Inc. dba Clean Alaska
Company Name

Claudia Kipar
Authorizing Name

10-23-2018
Date

Owner
Title

[Signature]
Signature



**City of Valdez
Bid Schedule
Page 1 of 4**

**2019 Janitorial Services Contract
Contract Number: 1407**

Item No.	Item Description (Yearly Lump Sum Price)	Quantity	Unit	Total Price for Item
1.	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Fire Dept. <u>fourty thousand - nine hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	40900,-
2.	Police Department <u>nine thousand - one hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	9100,-
3.	Council Chambers <u>seven thousand - one hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	7100,-
4.	Animal Shelter <u>eight thousand - two hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	8200,-
5.	Harbormaster Building and Facilities <u>tenthousand - eight hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	10800,-
6.	B-Float Comfort Station and New Harbor Comfort Station <u>nine thousand - six hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	9600,-
7.	The New Harbor Warehouse and Facilities <u>tenthousand - eight hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	10800,-

Handwritten: 10-23-18



**City of Valdez
Bid Schedule
Page 2 of 4**

8.	Library <u>eighty thousand eight hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	18800,-
9.	Recreation Center <u>twenty one thousand five hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	21500,-
10.	Vehicle Maintenance Facility <u>six thousand two hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	6200,-
11.	Building Maintenance Facility <u>six thousand nine hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	6900,-
12.	Baler Break Room <u>five thousand seven hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	5700,-
13.	Airport Terminal <u>fourty one thousand five hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	41500,-
14.	Capital Facilities, Finance, and Port Offices at Airport <u>six thousand nine hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	6900,-
15.	Seasonal Comfort Stations (6) <u>ninety thousand nine hundred</u> Dollars And <u>NO</u> cents	Yearly	LS	19900,-

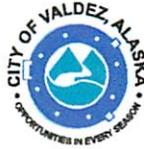
Amanda L 10-23-18



City of Valdez
 Bid Schedule
 Page 3 of 4

16.	Seasonal Outhouses <u>Six thousand - eighthundred</u> Dollars And <u>No</u> cents	Yearly	LS	6800,-
17.	Goldfields Restrooms <u>Six thousand - eighthundred</u> Dollars And <u>No</u> cents	Yearly	LS	6800,-
18.	Mary Kevin Gilson Medical Clinic <u>fourty-nine thousand - five hundred</u> Dollars And <u>No</u> cents	Yearly	LS	49500,-
	Total Base Bid <u>two hundred - eighty - seven</u> (Items 1-18 only) <u>thousand \$ No/100</u>	Yearly	LS	287000,-
	Call-out charge per hour (Do NOT add this amount in the total bid amount)	LS	Hour	45,-

Claudia W 10-23-2018



City of Valdez
Bid Schedule
Page 4 of 4

Project: 2019 Janitorial Services
Contract Number: 1407

Total Base Bid Amount:

two hundred eighty seven thousand Dollars 00/100 Cents

(\$ 287,000.00)

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 23 day of October, 2018

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

[Signature]
Signature

907-831-0620
Telephone Number

claudia.k@live.com
Email Address

47-0897669
Federal I.D. or S.S.N.

CORPORATE SEAL

ATTEST: [Signature]
Signature of Corporate Sec.

Claudia Kipar
Print Name



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THESE 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: 2019 Janitorial Services
Contract Number: 1407**

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 _____, 201_____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

TO THE INSURED:

Enclosed is the JANITORIAL SERVICES BOND you requested. To protect you and your employees against unjustified allegations of dishonesty, the employee must be convicted before coverage will apply.

You have taken the first step toward protecting your subscribers from potential losses due to dishonest acts of your employees. To more completely protect your subscribers, you should make sure your business has the following controls over employees when working at a third-party's place of business or home.

1. Thorough BACKGROUND AND REFERENCE CHECKS before hiring.
2. On-site SUPERVISION of employees.
3. Adequate CONTROL OVER KEYS AND BUILDING ACCESS.
4. Unannounced INSPECTIONS of employees at work site.

With these controls and a bond, the likelihood of a loss to your subscribers is substantially reduced.

Sincerely,



Paul T. Bruflat
Senior Vice President

Enclosure



WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 61188541

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Gulf Coast, Inc. DBA Clean Alaska

of PO Box 761, Valdez, AK 99686

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being One Hundred Thousand and 00/100

DOLLARS (\$100,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 26th day of October, 2011, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Form 1375-10-2002

Placid U

SALVAGE:

SECTION 9. If the Oblige shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Oblige shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Oblige, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Oblige or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Oblige at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Oblige upon the Surety or by the Surety upon the Oblige, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Oblige at its principal office shall be sufficient proof of notice. The Surety shall refund to the Oblige the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Oblige.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. No Employee, to the best of the knowledge of the Oblige, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Oblige or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Oblige or any predecessor in interest of the Oblige and covering one or more of the Oblige's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:

SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Oblige, or by any partner or officer thereof not in collusion with such Employee, the Oblige shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TEMPORARY EMPLOYEES:

SECTION 14. The Oblige shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Oblige. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

EXCLUSIONS:

SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

- a. The Oblige's inability to realize income that would have been realized had there been no loss covered by this bond.
- b. Payment of damages of any type for which the Oblige is legally liable. Compensatory damages arising directly from a covered loss will be paid.
- c. Payment of costs, fees, or other expenses incurred by the Oblige in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

OTHER INSURANCE:

SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED October 26th, 2011

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium \$384.00

CLEAN ALASKA
P. O. BOX 761
VALDEZ, AK 99686

Amount Due \$384.00

Bond Detail

Bond #	61188541	Bond Penalty	\$100,000.00
Company	Western Surety Company		
Effective Date	10/26/2018		
Anniversary Date	10/26/2019		
Description	AK Janitorial Service		

Agent Information **Messages**

D M L Insurance Services, Inc.
4005 20th Ave., W., Ste. 132
Seattle, WA 98199
Phone : (206)838-9077

We show 6 rated for premium purposes.
To ensure proper coverage, verify the total number of employees and owners covered & contact us with changes. Note: After several years, we may have increased our rates slightly.

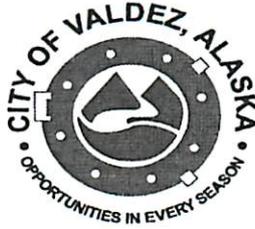
Payment Instructions



- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Handwritten signature



**CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #372**

This is to certify that

Gulf Coast Inc

NAME OF BUSINESS

Gulf Coast Inc

OWNER

PO Box 761
Valdez AK 99686

ADDRESS

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

Business Registrar
City of Valdez, Alaska

12/31/2018

Expiration Date

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.

State of Alaska © 2016

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

GULF COAST, INC

PO BOX 761 VALDEZ AK 99686

owned by

GULF COAST, INC.

is licensed by the department to conduct business for the period

October 13, 2016 through December 31, 2018
for the following line of business:

81 - Services

David V



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

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

Chris Hladick

From: no.mail.dcced@alaska.gov
Subject: State of Alaska Order Confirmation
Date: Oct 3, 2018 at 2:09:22 PM
To: claudia.k@live.com

Alaska Department of Commerce, Community, and Economic Development
333 Wiloughby Ave
Juneau, AK 99811

Order Results

Profile Name: AK Dept of Commerce WEB
Transaction ID: 031018E3D-72C4974E-8802-42F5-9FE5-7E2066DBEA3F
Date/Time: 10/03/2018 02:09:19 PM
Transaction Type: SALE
Approval Message: APPROVAL
Approval Code: 056375
ECl:

Order Section

Card Number : *****4883
Amount : \$100.00USD

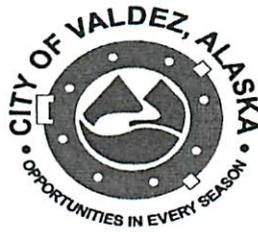
Billing Address

First Name : Claudia
Last name : Kipar
Postal Code : 99686
Phone : [9078310620](tel:9078310620)
Email Address : claudia.k@live.com

If you have questions concerning your Business or Professional license, contact the Division at [\(907\)465-2550](tel:907465-2550).
For questions concerning your credit card transaction, contact Financial Services at [\(907\)465-2593](tel:907465-2593).

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**CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #508**

This is to certify that

Clean Alaska

NAME OF BUSINESS

Gulf Coast inc

OWNER

PO Box 761
Valdez AK 99686

ADDRESS

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

Business Registrar
City of Valdez, Alaska

12/31/2018

Expiration Date

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

CLEAN ALASKA

PO BOX 761 VALDEZ AK 99686

owned by

GULF COAST INC

is licensed by the department to conduct business for the period

October 13, 2016 through December 31, 2018
for the following line 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.

Chris Hladick

From: no.mail.dcced@alaska.gov
Subject: State of Alaska Order Confirmation
Date: Oct 3, 2018 at 2:00:45 PM
To: claudia.k@live.com

Alaska Department of Commerce, Community, and Economic Development
333 Wiloughby Ave
Juneau, AK 99811

Order Results

Profile Name: AK Dept of Commerce WEB
Transaction ID: 031018A44-CFE7515F-A2D9-4638-B964-BC3AC4D7C7C5
Date/Time: 10/03/2018 02:00:43 PM
Transaction Type: SALE
Approval Message: APPROVAL
Approval Code: 027551
ECI:

Order Section

Card Number : *****4883
Amount : \$100.00USD

Billing Address

First Name : Claudia
Last name : Kipar
Postal Code : 99686
Phone : [9078310620](tel:9078310620)
Email Address : claudia.k@live.com

If you have questions concerning your Business or Professional license, contact the Division at [\(907\)465-2550](tel:9074652550).
For questions concerning your credit card transaction, contact Financial Services at [\(907\)465-2593](tel:9074652593).

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GULF COAST, INC

Corporate Minute Book

2018

ALASKA



COUNCIL FOR
CORPORATIONS



2417 TONGASS AVE # 111-294
KETCHIKAN, AK 99901-5900

services@councilforcorps.com

A handwritten signature in blue ink, appearing to read "David G".

State of Alaska
Department of Community and Economic Development
Division of Banking, Securities and Corporations

CERTIFICATE
OF
INCORPORATION
Business Corporation

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, hereby certifies that Articles of Incorporation of

GULF COAST, INC

have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation and attaches hereto the original copy of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I execute this certificate and
affix the Great Seal of the State of Alaska on
SEPTEMBER 23, 2002

Deborah B. Sedwick

Deborah B. Sedwick
Commissioner of Community
and Economic Development

Acro CJ

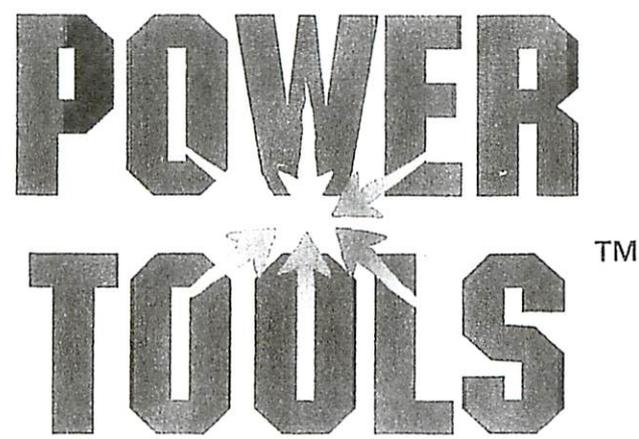
Johnson Wax Professional

Presents this certificate to

Claudia Lopez

In recognition for completion of

Bloodborne Pathogens Procedures Training Program



training series

Hand Up

Johnson wax
PROFESSIONAL

Gulf Cost Inc. dba. Clean Alaska

Po-Box: 761 Valdez AK. 99686

Claudia.k@live.com

Cell: (907)831-0620 Fax: (907)835-5030

Gulf Coast Inc. dba. Clean Alaska has been in Business from 2004.

Our current Contracts are with:

Copper Valley Telephone Corp.

City of Valdez

Facility Manager: Chris Mishmash

Attn: Stanley Porritt

Phone: (907)835-7700

Phone: (907)835-5411

North Pacific Fuel

Attn: Jonathan Anderson

Phone: (907)835-8850

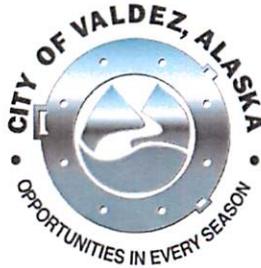
If you have any questions, feel free to contact us at any time. Our mission is to be in compliance at all times with our contracts to establish an excellent relationship with our contract holders. We understand the importance of good communication and plan to be in Valdez for the years to come. We want to continue to build our business to provide work for the people in Valdez and be an asset for the local economy. All our employees are trained in Blood borne Pathogens Procedures & HIPA trained \$ Background checks \$ Fingerprints. We are well versed in OSHA rules and regulations. Our employees have all gone through the appropriate training.

I, Claudia Kipar am certified to provide the training to employees as well. we are currently certified to enter the City of Valdez Police Station and City of Valdez Medical Clinic.

Thank you for your consideration.

Owner of Gulf Coast Inc. dba. Clean Alaska: Claudia Kipar





To Whom It May Concern,

This is a letter of reference for Claudia Kipar and her janitorial services business named Gulf Coast, Inc.

I am currently employed by the City and work in City Hall. My job responsibilities require me to work late and I, almost daily, come into contact with Ms. Kipar and her team as they clean the facility.

I have always found them to be professional, considerate, and hardworking. I have been pleased with the quality of their work in the Clerks Office spaces and City Council Chambers, with no significant complaints. In the rare instance I need to bring something to Ms. Kipar's attention, she handles the concern quickly and follows up with me afterwards regarding the resolution. She is also wonderful about asking questions and communicating with City staff regarding things her team finds, such as leaks or facility damage, while performing their duties.

Please take this letter as my recommendation to renew Ms. Kipar's janitorial contract with the City for the City Hall facility.

Please contact me at 834-3468 or aferko@valdezak.gov if you need additional information.

Sincerely,

Allie Ferko, CMC
Deputy City Clerk



North Pacific Fuel
VALDEZ • ALASKA

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

Letter of Recommendation for Gulf Coast Inc.

I am writing to highly recommend Gulf Coast Inc. dba. Clean Alaska as a janitorial contractor. Gulf Coast has successfully provided Janitorial service for our department North Pacific Fuel. All our cleaning needs that have been contracted to do are done on scheduled days. Our Office is cleaned after hours, and I have felt comfortable with them being on the premises.

Ms. Kipar and her team are dedicated and professional. When asked to do extra cleaning in certain areas of the building, you can rest assured it will be done, even if it takes extra time.

Without reservation, I recommend Gulf Coast Inc. Service.

V.I.P Nail Studio, LLC

P.O. Box 3064
valdez, Alaska 99686
907.831.0660

October 5, 2018

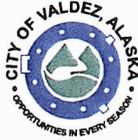
I highly recommend Gulf Coast Inc. for janitorial services. Over the years Gulf Coast has provided an exceptional service to my business, I am very pleased with the work performed at my salon

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Melinda Smith". The signature is fluid and cursive, with a large, stylized initial "M" and "S".

Melinda Smith
Owner



**City of Valdez
Agreement Page 1 of 2**

**Project: 2019 Janitorial Services
Contract Number: 1407**

This agreement is made on the 19th day of November, 2018, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and Gulf Coast, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

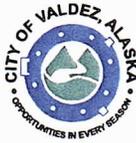
**Project: 2019 Janitorial Services
Contract Number: 1407**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **One hundred twenty-five thousand, four hundred dollars and zero cents (\$125,400.00)**, for janitorial services at the City Hall Building (\$40,900.00), Police Department (\$9,100.00), Council Chambers (\$7,100.00), Vehicle Maintenance Facility (\$6,200.00), Building Maintenance Facility (\$6,900.00), Baler Break Room (\$5,700.00), and the Mary Kevin Gilson Medical Clinic (\$49,500.00).

The Contractor hereby agrees to commence work on this project January 1, 2019 and to complete all work in accordance with the contract documents and addendums by December 31, 2019. The City of Valdez reserves the right to extend this contract by one(1) year increments for two(2) years. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.

The contractor understands the monthly payments of the contract may be deducted by penalties based on performance of work. The Contractor will be advised of penalties prior to deductions.



**City of Valdez
Agreement Page 2 of 2**

**Project: 2019 Janitorial Services
Contract Number: 1407**

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

GULF COAST, INC.

Claudia Kipar
Signature

Claudia Kipar
Name

Owner
Title

11-9-2018
Date

Po-Box: 761
Mailing Address

Valdez AK 99686
City, State, Zip Code

574-39-1363
Federal I.D. or S.S.N.

Corporate Secretary

Attest: _____
Corporate Secretary

**CITY OF VALDEZ, ALASKA,
AUTHORIZED**

[Signature]
Jeremy O'Neil, Mayor

11/19/2018
Date

Attested:

[Signature]
Sheri L. Pierce, MMC, City Clerk

11/19/18
Date

Recommended:

[Signature]
Elke Doom, City Manager

11/19/18
Date

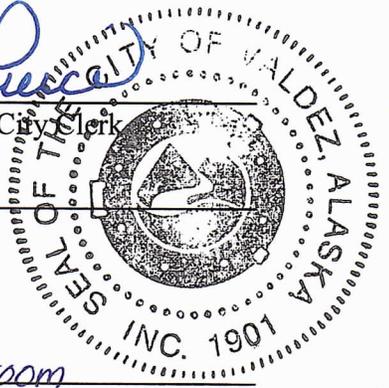
[Signature]
Nathan Duval, Capital Facilities Director

11-9-18
Date

Approved as to Form:

[Signature]
Brena, Bell & Clarkson, P.C.

11/19/18
Jon S. Wakeland
Date





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

**Project: 2019 Janitorial Services
Contract Number: 1407**

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: 2019 Janitorial Services
Contract Number: 1407**

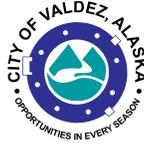
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. 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: 2019 Janitorial Services
Contract Number: 1407**

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

COMPANY

SIGNATURE

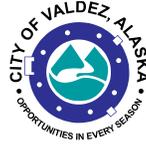
TITLE

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: _____

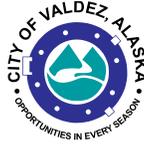


**City of Valdez
Special Provisions**

**Project: 2019 Janitorial Services
Contract Number: 1407**

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**City of Valdez
Special Provisions**

**Project: 2019 Janitorial Services
Contract Number: 1407**

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 2.80.060 Competitive procurement procedure:

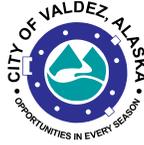
B. The City shall procure from the supplier or contractor whose offer is most advantageous to the city. This determination does not have to only consider price, but may also account for quality, date of delivery, or any other factor(s) deemed relevant by the city manager to the particular procurement.

SP 03 Time of Completion

The term of the contract shall be for twelve (12) months. The contract will commence on January 1, 2019 and end December 31, 2019. 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

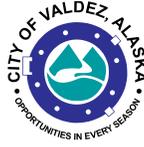
Several types of security systems are utilized at various City facilities. Contractors are required to acquaint themselves and their employees with the specific security measure in effect at each facility. All persons entering any City facility after normal closing hours shall have proper identifications, 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, trash bags, 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 and cleaning solutions to complete this project. 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 follows the same holiday schedule as the State of Alaska. In 2019, these include New Years Day, Presidents Day, Martin Luther King Jr. Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, 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

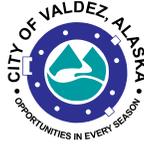
Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the contractor's use. All invoices must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

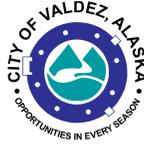
Representatives of both parties will conduct, as designated by the City, joint inspections of the City facilities to evaluate the completeness and quality of services rendered by the contractor. Date and time of inspections will be prescribed by the City. The City of Valdez reserves the right to call 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 custodial specifications, standards and frequencies 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.

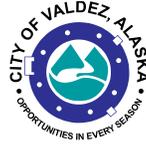
Any allowance made by the Contractor to a Subcontractor, other than specified herein, shall be at the expense of the Contractor.

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
2019 Janitorial Services
Contract Number: 1407

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 Fire Department

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

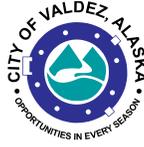
Special Note: The Fire Department must be cleaned before 11:00 pm

Daily Services

1. Bathrooms (men's room located in first bay of Fire Dept.)- 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; scrub shower (in men's room). 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); 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. Offices- remove trash from receptacles, clean can and reline. This includes Fire Chief's office and upstairs in Fire 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 Fire Dept 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. Vacuum 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.
4. Wipe down walls and cove base in bathrooms.



Police Department

Important: *Anyone that will be working in the Police Department must pass a background check prior to starting work. The background check approval is solely up to the discretion of the Valdez Police Department.*

Services to be performed 5 times per week: Sunday-Thursday

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. Scrub down drinking fountains.
3. 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.
4. 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.
5. Wipe doorknobs, handrails and light switches with sanitizing agent.

Special Note: An **additional** day of trash pickup **only** is required throughout the facility. This would be a sixth day of service. The date and time of this extra day of trash pickup must be coordinated with the Police Department to meet their needs.

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.



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

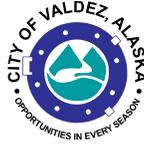
1. Bathrooms- empty wastebaskets; clean cans inside and out; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom 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

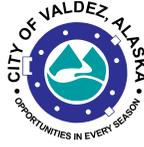
1. Vacuum chairs.



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.
Bi-Weekly: 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. Puppy Palace 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.



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.

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.

June 1st – August 14th: There will be no cleanings required

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.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m.

Daily Services

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.*

*June 1st- August 14th: There will be **no** cleanings required.*

*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.*

Daily Services

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

2. 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.

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.

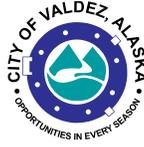
June 1st – August 14th: There will be no cleanings required

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.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m.

Daily Services

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.



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

Services to be performed **once daily, after 8:30 p.m.**

1. Bathrooms- Empty all wastebaskets; clean cans inside and out; 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. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Kitchen Area- Sweep and mop flooring, removing chairs first. Sweep and mop behind counter area. Wipe down and sanitize all kitchen countertop surfaces.
3. Vacuum all carpeted floors, paying attention to edges, corners, under registers, behind doors, and under gaming tables.
4. Wipe down baseboard heaters and window ledges throughout the facility.
5. Vacuum under desks after moving chairs and trash cans.
6. Spot clean carpet as needed and trim runners.
7. Wipe down all doorknobs, light switches and hand rails with sanitizing agent.
8. Sweep and mop dance floor, tiled entry and foyer, removing rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-LET DRY.** Vacuum rugs prior to replacing.
9. Police circumference of building collecting debris, trash, etc. Remove trash from outside receptacle, clean cans and reline.
10. All entry door glass must be cleaned inside and out to remove finger prints.

Weekly Services

1. Dust all game tables, window ledges, picture frames, etc.
2. Clean all interior windows and window partitions, or **more often as needed.**
3. Sweep back entry.
4. Wipe and sanitize restroom stall partitions.

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. 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

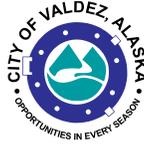
Services to be performed twice weekly- Upon close of facility

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. 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.
5. Wipe down walls and cove base in bathrooms.



Baler Break Room Building

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. 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. 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.



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 kitchen area and break room, coffee station countertop, and sink. 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. **Once a week:** Mop main office bathroom floor.

Comfort Stations

Dock Point, Ruth Pond, Mendeltna, Oumalik, Shoup Bay Trailhead, John Kelsey Municipal Dock (Total of 6 facilities)

Services to be performed twice daily May 15-September 15 with the exception of the John Kelsey Municipal Dock, Ruth Pond and Dock Point locations, which will need to be cleaned twice daily from April 15^t 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. Sanitize and wipe down all countertops, door handles and light switches with appropriate cleaning agent.



Outhouses

Alpine Woods Playgrounds (2 outhouses), Robe River Playground, Airport Park and Solomon Gulch Outhouse at Hatchery (5 facilities total)

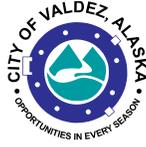
*Services to be performed **twice weekly** from May 1 to October 15 with the exception of pre-scheduled park rentals to which 72 hour advanced notice will be given upon any cleaning schedule change to accommodate those reserved rental events. Solomon Gulch Outhouse to be cleaned **once daily** from June 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. Sanitize and wipe down all countertops, door handles, and light switches with appropriate cleansing agent.
8. 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 City Hall Lobby. 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.

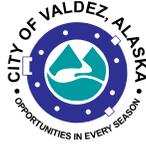
Daily Services

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

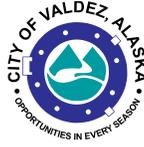
Specifications- Wood/Laminate floor surfaces must be swept to remove sand, grit, dirt, dust or other debris. Use a damp mop with water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

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

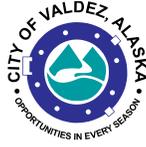
Specifications- Cleanse all glass surfaces with a cleanser that contains ammonia. Wipe dry with lint free cloth or squeegee.

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.

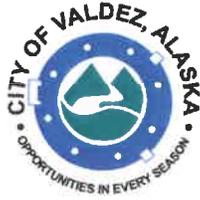
Standards- Properly cleaned areas outside entrance and exit doors shall be free of all cigarette butts, trash, litter or any other foreign matter. Grate cut out areas shall be free of dirt, soiled spots, odors, discoloration, and other unsightly appearances.



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.



**CHANGE ORDER
CITY OF VALDEZ**

TO: Gulf Coast, Inc.
PO Box 761
Valdez, AK 99686

DATE ISSUED: 12/20/2018
CHANGE ORDER NO. 1
COST CODE NO. 001-4200-44230
PROJECT NO. 2019 Janitorial Services
CONTRACT NO. 1407

PROJECT: 2019 Janitorial Services

Distribute to:
Engineering _____
Owner _____
Contractor _____
Other _____

You are directed to make the changes in this CONTRACT as follows: Add scope of work at the Baler Facility.

Justification: Public Works requested that the Baler restroom be added which were not included in the original bid documents.

Not valid until signed by the City Manager. Signature of Contractor indicates his agreement herewith, including any adjustment in **CONTRACT** sum or **CONTRACT** time.

The original CONTRACT sum was.....	\$	<u>125,400.00</u>
Change by previously authorized Change Order(s).....	\$	<u>0</u>
The CONTRACT sum prior to this Change Order was	\$	<u>125,400.00</u>
The CONTRACT sum will be <i>increased</i> by this Change Order.....	\$	<u>4,900.00</u>
New CONTRACT sum including this Change Order will be.....	\$	<u>130,300.00</u>

CONTRACT time will remain unchanged. The date of Substantial Completion as of the date of this Change Order therefore is December 31, 2019.

GULF COAST, INC.

By: *Claudia Hipar*
Date: 12-21-18

**AUTHORIZED BY:
CITY OF VALDEZ**

By: *Elke Doom*
Elke Doom, City Manager
Date: 1-2-19

CORPORATE SEAL

Attest: *[Signature]*
Corporate Secretary

RECOMMENDED

By: *[Signature]*
Nathan Duval, Director of Capital Facilities
Date: 12-21-18



Legislation Text

File #: 19-0523, **Version:** 1

ITEM TITLE:

Approval of 1-Year Contract Extension to X-DLX Investments, Inc. in the Amount of \$158,900.60 for Janitorial Services

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$158,900.60

Unencumbered Balance: N/A

Funding Source: Various Funding Sources

RECOMMENDATION:

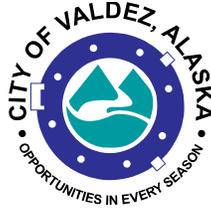
Approve the 1-Year Contract Extension to X-DLX Investments, Inc. in the Amount of \$158,900.60 for Janitorial Services

SUMMARY STATEMENT:

As approved in the 2020 budget and allowable by the terms of the contract, this is a one year extension to contract no. 1407.XDLX. The amendment will extend janitorial services through 2020 for the following locations: Animal Shelter, Harbormaster Building, B-Float Comfort Station, New Harbor Comfort Station, New Harbor Warehouse and Facilities, Library, Recreation Center; Airport Building, including Capital Facilities, Finance, and Port Offices; Seasonal Comfort Stations, Seasonal Outhouses, Goldfield Restrooms, and Allison Point Comfort Station. The total cost of the 2020 agreement with X-DLX Investments, Inc. is \$158,900.60.

Additional services incorporated in this amendment include but are not limited to:

- Increased Harbor restrooms services
- Additional work to cover a complete season at the South Harbor
- Capturing offices at the airport originally funded with contract underruns associated with construction impacts to services (New Harbor, Animal Shelter, etc.)



**City of Valdez
Contract Amendment #2**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and

X-DLX INVESTMENTS, INC (“Contractor”), is to the following AGREEMENT dated the 19th day of November, 2018:

Project: 2019 Janitorial Services

Contract No.: 1407.XDLX

**Cost Code: 001-4200-44230 510-4600-43400
402-4300-43400 515-5260-44230**

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

City’s project manager is Stanley Porritt.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions:

1. The term of the Contract shall be extended for an additional period of one (1) year commencing January 1, 2020 and continuing through December 31, 2020 (“First Extended Term”). The 2020 scope of service will be encumbered under Contract No. 1573.XDLX.
2. Add June 1st through August 14th to the current frequency schedule for the Harbormaster building downstairs restrooms. Cleanings are to take place three times a day. The additional cost is \$4,854.12.
3. Add June 1st through August 14th to the current frequency schedule for the B-Float comfort station. Cleanings are to take place three times a day. The additional cost is \$4,320.14.

4. Add June 1st through August 14th to the current frequency schedule for the New Harbor comfort station. Cleanings are to take place three times a day. The additional cost is \$2,880.10.
5. Add June 1st through August 14th to the current frequency schedule for the New Harbor warehouse public restrooms and showers. Cleanings are to take place three times a day. The additional cost is \$4,601.04.
6. Add four additional offices to be cleaned at the Airport to the 18 that are currently being cleaned. Janitorial services will be in accordance with the frequencies and specs outlined in the Capital Facilities, Finance, and Port Offices at Airport section of the contract. The additional cost is \$3,952.00
7. Add the downstairs conference room at the Airport to be cleaned to the specs outlined in the Capital Facilities, Finance, and Port Offices at Airport section of the contract. Cleanings are to take place once a week. The additional cost is \$494.00.

ARTICLE 2. Scope of Work - Period of Performance

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

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$134,100.00

Amount Changed by previously authorized Amendment: \$3,699.20

AGREEMENT Amount prior to this Amendment: \$137,799.20

Amount of this Amendment: \$158,900.60

New total AGREEMENT amount including this Amendment: \$296,699.80

ARTICLE 4. Extent of Agreement:

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

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

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

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

X-DLX INVESTMENTS, INC

**CITY OF VALDEZ, ALASKA
APPROVED:**

Name of Company Rep Authorized to Sign

Jeremy O'Neil, Mayor

BY: _____

Date: _____

TITLE: _____

ATTEST:

DATE: _____

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Signature of Company Secretary or Attest

Mark Detter, City Manager

Date: _____

Date: _____

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

RECOMMENDED:

Jon S. Wakeland

Nathan Duval, Capital Facilities Director

Date: _____

Date: _____

APPENDIX A
Scope of Work - Period of Performance

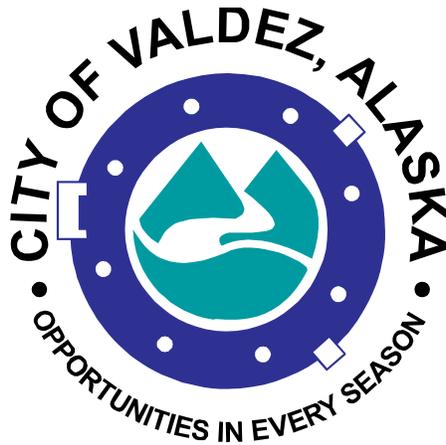
Bid Item #	Description	2019 \$ Amount	Reason for 2020 Change	Additional \$ Amount	2020 \$Amount
4	Animal Shelter	\$7,800.00			\$7,800.00
5	Harbormaster Building and Facilities	\$8,500.00	Adding summer service	\$ 4,854.12	\$13,354.12
6	B-Float Comfort Station and New Harbor Comfort Station* (May & Aug. 15th - Sept. 30th only)	\$4,800.00	Adding summer service to B-Float Adding summer service to New Harbor Comfort Station	\$ 4,320.14 \$ 2,880.10	\$9,120.14 \$2,880.10
7	The New Harbor Warehouse and Facilities	\$8,500.00	Adding summer service	\$ 4,601.04	\$13,101.04
8	Library	\$16,400.00			\$16,400.00
9	Recreation Center	\$18,900.00			\$18,900.00
13	Airport Terminal	\$38,700.00			\$38,700.00
14	Capital Facilities, Finance and Port Offices at Airport	\$7,400.00	Adding 4 offices for a total of 22 offices Adding Conf Room	\$ 3,952.00 \$ 494.00	\$11,352.00 \$494.00
15	Seasonal Comfort Stations(6)** (May 15th - Sept. 15th only)	\$12,500.00			\$12,500.00
16	Seasonal Outhouses (5)	\$5,800.00			\$5,800.00
17	Goldfield Restrooms***	\$4,800.00			\$4,800.00
CO1	Allison Point Comfort Station**	\$3,699.20			\$3,699.20
		2019 Grand Total: \$137,799.20		2020 Addl Total: \$ 21,101.40	2020 Grand Total: \$158,900.60

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

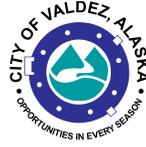
Project: 2019 Janitorial Services
Contract Number: 1407
Cost Codes: 001-4200-44230
402-4300-43400
510-4600-43400
515-5260-44230

Date: September 28, 2018



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

Project Manager/Contract Administrator:
Stanley Porritt, Building Maintenance Supervisor



**City of Valdez
Contract Documents**

**Project: 2019 Janitorial Services
Contract Number: 1407**

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**City of Valdez
Invitation to Bid**

September 28, 2018:

**Project: 2019 Janitorial Services
Contract Number: 1407**

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.

Sealed bids will be accepted until 2:00pm local time on October 25, 2018, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A mandatory pre-bid conference will be held at the Capital Facilities Conference Room, 300 Airport Road, Suite 201, Valdez, Alaska on October 19, 2018 at 10:00 am.

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

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

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

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

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

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



**City of Valdez
Instructions to Bidders**

**Project: 2019 Janitorial Services
Contract Number: 1407**

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. Three letters of reference, narratives, and/or experience are to be included in your packet.
6. 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.

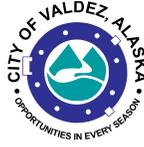
1. General

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
2019 JANITORIAL SERVICES
CONTRACT NO. 1407

CAPITAL FACILITIES DIRECTOR
CITY OF VALDEZ
300 AIRPORT ROAD, SUITE 201
P.O. BOX 307
VALDEZ, AK 99686

DATE OF BID OPENING: October 25, 2018

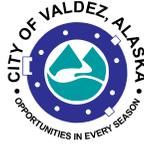
6. Preparation of Bids

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

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

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

Facsimile number to use is (907) 835-5574.



7. Required Documents for Bid

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

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current Alaska Business License, Type 561720
- E. Copy of current City of Valdez Business Registration
- F. Bidder Qualifications: Three letters of reference, narrative and/or years of experience

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.

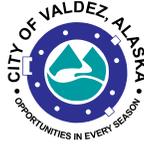
15. Local Bidder Preference

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

Section 2.80.020 Definitions

“Local bidder” means a business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:
 - a. Has owned, rented, or leased real property within the city limits from which the business operates as verified by appropriate documentation;



- b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonable accessible to city residents;
 - c. Has current state business licenses and city business registrations;
 - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

Section 2.80.060D Competitive Procurement Procedure

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside of the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

16. Award of Bid

The bid, if awarded, will be awarded 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: 2019 Janitorial Services
Contract Number: 1407**

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

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

X-Dck Investments
Company Name

NGI DCC
Authorizing Name

10-25-18
Date

President
Title

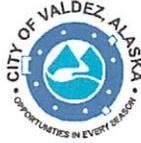
[Signature]
Signature



City of Valdez
 Bid Schedule
 Page 1 of 4

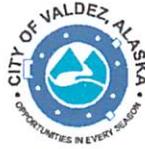
2019 Janitorial Services Contract
 Contract Number: 1407

Item No.	Item Description (Yearly Lump Sum Price)	Quantity	Unit	Total Price for Item
1.	City Hall Building Includes: Administration, Clerks, HR, IT, Lobby, Community Development and Fire Dept. <u>Thirty Nine Thousand Eight Hundred</u> Dollars And <u>00</u> cents	Yearly	LS	39,800 ⁰⁰
2.	Police Department <u>Eleven Thousand Eight Hundred</u> Dollars And <u>00</u> cents	Yearly	LS	11,800 ⁰⁰
3.	Council Chambers <u>Eight Thousand Eight Hundred</u> Dollars And <u>00</u> cents	Yearly	LS	8,800 ⁰⁰
4.	Animal Shelter <u>Seven Thousand Eight Hundred</u> Dollars And <u>00</u> cents	Yearly	LS	7,800 ⁰⁰
5.	Harbormaster Building and Facilities <u>Eight Thousand Five Hundred</u> Dollars And <u>00</u> cents	Yearly	LS	8,500 ⁰⁰
6.	B-Float Comfort Station and New Harbor Comfort Station <u>Five Thousand Eight Hundred</u> Dollars And <u>00</u> cents	Yearly	LS	4,800 ⁰⁰
7.	The New Harbor Warehouse and Facilities <u>Eight Thousand Five Hundred</u> Dollars And <u>00</u> cents	Yearly	LS	8,500 ⁰⁰



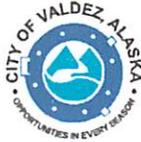
City of Valdez
 Bid Schedule
 Page 2 of 4

8.	Library <u>Sixteen Thousand Five Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	16,400 ⁰⁰
9.	Recreation Center <u>Eighteen Thousand - Nine Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	18,900 ⁰⁰
10.	Vehicle Maintenance Facility <u>Six Thousand - Nine Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	6,900 ⁰⁰
11.	Building Maintenance Facility <u>Five Thousand - Seven Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	4,700 ⁰⁰
12.	Baler Break Room <u>Five Thousand - Nine Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	5,900 ⁰⁰
13.	Airport Terminal <u>Thirty Eight Thousand - Seven Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	38,700 ⁰⁰
14.	Capital Facilities, Finance, and Port Offices at Airport <u>Seven Thousand - Four Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	7,400 ⁰⁰
15.	Seasonal Comfort Stations (6) <u>Twelve Thousand - Five Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	12,500 ⁰⁰



**City of Valdez
Bid Schedule
Page 3 of 4**

16.	Seasonal Outhouses <u>Five Thousand Eight Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	5800 ⁰⁰	*
17.	Goldfields Restrooms <u>Four Thousand Eight Hundred</u> Dollars And <u>0</u> cents	Yearly	LS	4800 ⁰⁰	*
18.	Mary Kevin Gilson Medical Clinic <u>Sixty Eight Thousand</u> Dollars And <u>0</u> cents	Yearly	LS	68000 ⁰⁰	*
	Total Base Bid (Items 1-18 only)	Yearly	LS	280,000 ⁰⁰	*
	Call-out charge per hour (Do NOT add this amount in the total bid amount)	LS	Hour	68 ⁰⁰	*



City of Valdez
Bid Schedule
Page 4 of 4

Project: 2019 Janitorial Services
Contract Number: 1407

Total Base Bid Amount:

Two Hundred Eighty Thousand Dollars 8 Cents

(\$ 280,000⁰⁰)
Neil Dees

I, X-Dex Investments, hereinafter called Bidder, an individual doing business as X-Dex Investments, (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 25 day of October, 2018

BIDDER:

X-Dex Investments

Company Name

Neil Dees

Authorizing Name

PO Box 771

Address

President

Title

Valdez AK 99686

City, State, Zip Code

Signature

907 831-2220

Telephone Number

neildees@gmail.com

Email Address

27-1398939

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

CORPORATE SEAL

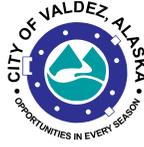
ATTEST:

Signature of Corporate Sec.

Letizia Pineda Flores

Print Name

af



**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: 2019 Janitorial Services
Contract Number: 1407**

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 _____, 201_____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

Valdez Department of Community Development

City of Valdez, PO Box 307, Valdez, AK 99686

This is to certify that

X-DLX Investments Corporation

owned by

X-DXL Investments Corporation

PO Box 771, Valdez, AK 99686

Is licensed by the City of Valdez to conduct business for the period of
January 1, 2018 through December 31, 2018
for the following line of business:

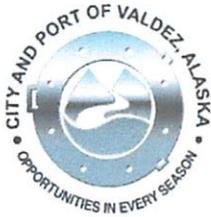
Business Type: 23 – Construction

56 – Administrative, Support, Waste Management and Remediation Services

This license shall not be taken as permission to do business
in the City 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.

License #691



Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

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

November 21, 2017 through December 31, 2018
for the following line 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.

Mike Navarre

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

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

LICENSE DETAILS

License #: 1047491

[Print Business License](#)

Business Name: X-DLX INVESTMENTS CORPORATION

Status: ACTIVE

Business Type: CORPORATION

Issue Date: 01/12/2017

Expiration Date: 12/31/2018

Primary Line Of Business: 23 - Construction

Primary NAICS: 238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS

Secondary Line Of Business: 56 - Administrative, Support, Waste Management and Remediation Services

Secondary NAICS: 561720 - JANITORIAL SERVICES

Mailing Address: PO BOX 771, VALDEZ, AK 99686

Physical Address: 360 LOWE ST, VALDEZ, AK 99686

Owners

X-DLX INVESTMENTS CORPORATION

Endorsements

No Endorsements Found

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X-DLX INVESTMENTS
PO BOX 771
VALDEZ, ALASKA 99686

X-DLX Investments provides year-round (24 hour) facility maintenance services for businesses and organizations located in Valdez, Alaska.

Those services include Janitorial, Landscaping, Snow Removal Services and Specialty Cleaning.

Our janitorial client list includes **current active contracts** with The State of Alaska Department of Transportation, State of Alaska Multi-Service Courthouse, Petro Star Refinery, The Federal Bureau of Land Management, The Valdez Museum and Historical Society, The City of Valdez and UAA - Prince William Sound College

We received our first janitorial contract with the city of Valdez in 2011 and have provided continuing services for the last 7 years.

In addition, we provide facility maintenance services with **current active contracts** to US Postal Service Office, First National Bank, The Mormon Church, Safeway, Best Western Hotel, Valdez Fisheries, Soundview Apartments, Mountain Sky Hotel, Glacier Sound Hotel, The State of Alaska Department of Transportation facilities all the way to and including Thompson Pass.

We also have ongoing non-contractual relationships with Valdez ISD, local and non-local contractors and numerous other Valdez clients.

We are positioned and staffed to meet the current and future needs of the City of Valdez and their Janitorial requirements.

We thank you for the years of business and look forward to continuing our relationship.

A handwritten signature in blue ink, appearing to read "Neil Dees", with a long horizontal stroke extending to the right.

Neil Dees
President



THE STATE
of **ALASKA**

Department of Transportation and
Public Facilities

VALDEZ FACILITIES FOREMAN

1000 W. VALDEZ AVENUE

VALDEZ, ALASKA 99686

PHONE: 907-326-2000

To Whom It May Concern:

Neil and Leticia Dees, owners of X-DLX Investments, were awarded the State of Alaska Department of Transportation and Public Facilities Janitorial Contract of 2016.

The contract allows for yearly renewal based on performance. X-DLX Investments are currently in their third renewal with this contract.

The buildings being serviced include those housing court rooms and numerous other offices containing extremely sensitive information. X-DLX Investments has consistently worked to maintain staffing in these areas that comply with these needs.

They have competently maintained cleanliness in high-use public areas and have remained very approachable and capably address varying needs that have arisen over the course of their time with us.

They are doing a good job maintaining our facilities and I believe they would adhere to any contract with the same quality of work and professionalism.

Feel free to contact me with any questions.

Cell - (907)200-2101

Work - (907)834-1015

Sincerely,

A handwritten signature in blue ink that reads "Matthew Ace".

Matthew Ace

Valdez Facilities Foreman

To Whom It May Concern:

Please use this letter as recommendation for X-DLX Investments. As Business Manager of the Valdez Museum, I have had the opportunity to work with this company for the last five years. They perform janitorial services for our facilities which are located in two different buildings. The quality and response of this business is superior to all! The employees are dedicated, trustworthy and skilled in all facets of maintaining clean, operational public facilities. I highly recommend this business. Please feel free to contact me for further information.

Sincerely,

Andrea Searles

Business Manager



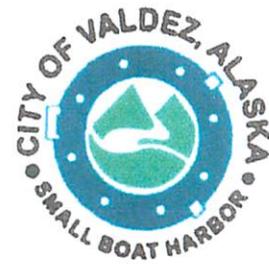
ANDREA SEARLES
MUSEUM SERVICES MANAGER

P.O. Box 8 • 217 Egan Drive
Valdez, Alaska 99686

☎ 907.835.2764
☎ 907.835.5800
✉ asearles@valdezmuseum.org
🌐 www.valdezmuseum.org

Valdez Museum & Historical Archive

P.O. Box 8 • 217 Egan Dr. Valdez, AK 99686 • P 907.835.2764 • F 907.835.5800



VALDEZ PORTS & HARBORS

To Whom It May Concern,

Neil and Leticia through their company X-DLX Investments have been providing quality janitorial services to the City of Valdez for seven years. They were awarded their first contract in 2011 and have been awarded renewal and/or new contracts every year since.

The City just exercised the second renewal option for the 2018 physical year in January. The quality of service and response to our everchanging requirements has propelled their company into the top tier of service providers to my department.

The City janitorial contract encompasses all city buildings and facilities. Neil and his team are responsible for 17 of those locations, 5 of which fall under my area of responsibility as Port and Harbor Director. Those include the Valdez Regional Airport, the Small Boat Harbor, Offices and Comfort Facilities, the B-Float facilities and the Kelsey Cruise Ship Dock facilities.

Some of these locations are open 365 days a year, others see extremely heavy use loads during the tourist season, while some areas under Federal Control and have special security requirements necessitating additional operational procedures.

Neil and his team have provided those services and special controls to meet our enhanced requirements 365 days of the year. Anytime we have presented them a task they have responded with a viable cost-effective solution

Janitorial can be an area of what I call the "steady drip" of complaints. Neil and Lety have resolved this problem by exceeding the job requirements listed in the contract and providing the level of service needed to eliminate issues. The quality controls they have in place and the attention to detail are their secret sauce.

I strongly recommend the services of Neil & Lety for ANY janitorial needs,

Please do not hesitate to contact me with any questions you may have,

A handwritten signature in black ink that reads "Jeremy Talbott".

Jeremy M. Talbott
Ports & Harbors Director
City of Valdez, Alaska
italbott@ci.valdez.ak.us
907-202-0016

Daniel Schally
c/o Valdez Court
Box 127
Valdez, Alaska 99686
907-835-2266

RE: X-DLX janitorial services

Dear Sir or Madam:

I write in my personal capacity to recommend the janitorial services provided by X-DLX.

Having worked in the Alaska State Office Building (the courthouse) in Valdez for over thirteen years, I have personally observed the janitorial services provided by more than one contractor, including X-DLX. Neil and Lety Dees and their employees at X-DLX have provided janitorial services for the courthouse for the last three years.

During their tenure X-DLX has consistently provided good quality janitorial services for our building, including snow removal from the parking lot and sidewalks around the building. Neil has been very responsive to any concerns expressed and he actively inquires of those of us who work in the building, about the quality of services that his team provides. In my experience, he will make himself personally available at almost any time of day or night to address any needs as they may arise.

The Alaska Court System and other state agencies housed in our building have particular confidentiality and security concerns. Neil has scrupulously ensured that those concerns have been fully respected. He often asks me if the court would object to the presence of certain individuals in our working spaces before he makes hiring decisions, and he has honored any concerns that we have expressed.

I have found the janitorial services provided by X-DLX to be professional and reliable, and I have enjoyed coming to know both Neil and Lety Dees. I recommend them without reservation.

Sincerely,

Daniel Schally

To Whom It May Concern,

Neil, Leticia and their company X-DLX Investments provide the janitorial services for the State of Alaska buildings in Valdez. They have been providing these services going on 4 years.

These include my office - Juvenile Probation, as well as the Superior Court and Clerks Office, the Attorneys Offices, DEC, DMV and others.

My office contains sensitive materials and requires controlled access to insure confidentiality of residents served. These requirements have been addressed by the management team and controls have been put in place to meet these needs.

I would highly recommend the services of Neil, Leticia and their staff for your maintenance needs, their level of communication, ability to meet special needs and their flexibility in scheduling has made ours a very comfortable relationship.

They are professional and provide a service beyond typical janitorial companies.

Feel free to contact me with any questions,



Julie Linnell

907-835-3148

907-360-5881



RE: Cleaning Services provided by X-DLX Investments Corp.

To whom it may concern:

This letter serves as a recommendation for the cleaning/ janitorial services of Neil and Leticia Dees. Their company has cleaned our office for the past year and a half. The work is always timely and well done. In addition to the quality of service they also provide an outstanding level of confidentiality and respect the personal workspace of the staff.

I highly recommend their services for any cleaning/ janitorial contract. Their work is done in a timely manner, they are incredibly reliable and very easy to work with.

Please feel free to contact my office with any questions.

Sincerely,

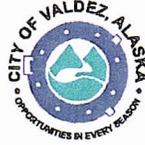
Rhonda R Williams

Operations and Maintenance Specialist

Department of the Interior

Bureau of Land Management

907.835.8652



**City of Valdez
Agreement Page 1 of 2**

**Project: 2019 Janitorial Services
Contract Number: 1407**

This agreement is made on the 19th day of November, 2018, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and X-DLX Investments, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

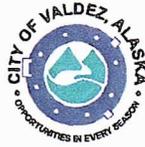
**Project: 2019 Janitorial Services
Contract Number: 1407**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **One hundred thirty-four thousand, one hundred dollars and zero cents (\$134,100.00)**, for janitorial services at the Animal Shelter (\$7,800.00), Harbormaster Building and Facilities (\$8,500.00), B-float Comfort Station and New Harbor Comfort Station (\$4,800.00), The New Harbor Warehouse and Facilities (\$8,500.00), Library (\$16,400.00), Recreation Center (\$18,900.00), Airport Terminal (\$38,700.00), Capital Facilities, Finance and Port Offices at the Airport (\$7,400.00), Seasonal Comfort Stations (6) (\$12,500.00), Seasonal Outhouses (5) (\$5,800.00), and the Goldfield Restrooms (\$4,800.00).

The Contractor hereby agrees to commence work on this project January 1, 2019 and to complete all work in accordance with the contract documents and addendums by December 31, 2019. The City of Valdez reserves the right to extend this contract by one(1) year increments for two(2) years. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.

The contractor understands the monthly payments of the contract may be deducted by penalties based on performance of work. The Contractor will be advised of penalties prior to deductions.



City of Valdez
Agreement Page 2 of 2

Project: 2019 Janitorial Services
Contract Number: 1407

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

X-DLX INVESTMENTS, INC.



Signature

Neil Deel

Name

President

Title

11/9/18

Date

Po Box 77

Mailing Address

Valdez AK 99686

City, State, Zip Code

27-1398939

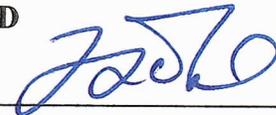
Federal I.D. or S.S.N.

Corporate Secretary



Attest:
Corporate Secretary

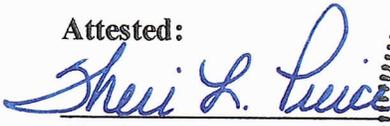
CITY OF VALDEZ, ALASKA,
AUTHORIZED



Jeremy O'Neil, Mayor

11/12/2018

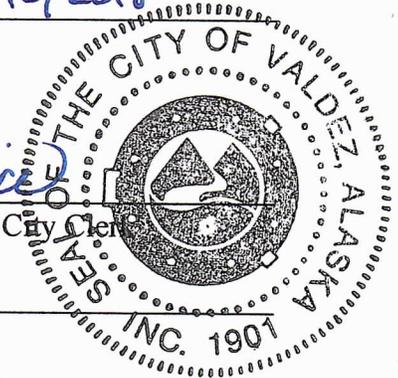
Date

Attested:


Sheri L. Pierce, MMC, City Clerk

11/18/19

Date



Recommended:


Elke Doom, City Manager

11/19/18

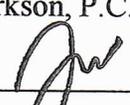
Date



Nathan Duval, Capital Facilities Director

11-9-18

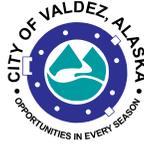
Date

Approved as to Form:
Brena, Bell & Clarkson, P.C.


Jon S. Wakeland

11/19/18

Date



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

**Project: 2019 Janitorial Services
Contract Number: 1407**

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: 2019 Janitorial Services
Contract Number: 1407**

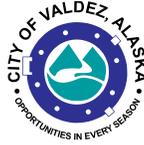
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. 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: 2019 Janitorial Services
Contract Number: 1407**

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

COMPANY

SIGNATURE

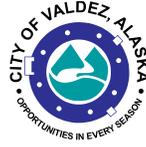
TITLE

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: 2019 Janitorial Services
Contract Number: 1407**

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**City of Valdez
Special Provisions**

**Project: 2019 Janitorial Services
Contract Number: 1407**

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 2.80.060 Competitive procurement procedure:

B. The City shall procure from the supplier or contractor whose offer is most advantageous to the city. This determination does not have to only consider price, but may also account for quality, date of delivery, or any other factor(s) deemed relevant by the city manager to the particular procurement.

SP 03 Time of Completion

The term of the contract shall be for twelve (12) months. The contract will commence on January 1, 2019 and end December 31, 2019. 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.

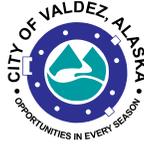
Incidents, altercations, or accidents involving the contractor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Administrator, at his/her discretion, may require a written report from the contractor describing the incident or accident.

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, trash bags, 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 and cleaning solutions to complete this project. 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 follows the same holiday schedule as the State of Alaska. In 2019, these include New Years Day, Presidents Day, Martin Luther King Jr. Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, 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

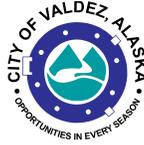
Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the contractor's use. All invoices must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

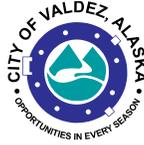
The State of Alaska and its Department of Commerce, Community, and Economic Development are not liable for damages or claims from damages arising from Contactor's performance or activities under the terms of this Contract.

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
2019 Janitorial Services
Contract Number: 1407

Frequencies

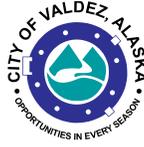
City Hall Building- Administration, Clerks, Lobby, Human Resources and IT Dept:
Services to be performed *once daily* Monday-Friday after 6:00 PM

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 Fire Department

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

Special Note: The Fire Department must be cleaned before 11:00 pm

Daily Services

1. Bathrooms (men's room located in first bay of Fire Dept.)- 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; scrub shower (in men's room). 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); 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. Offices- remove trash from receptacles, clean can and reline. This includes Fire Chief's office and upstairs in Fire 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 Fire Dept 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. Vacuum 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.
4. Wipe down walls and cove base in bathrooms.



Police Department

Important: *Anyone that will be working in the Police Department must pass a background check prior to starting work. The background check approval is solely up to the discretion of the Valdez Police Department.*

Services to be performed 5 times per week: Sunday-Thursday

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. Scrub down drinking fountains.
3. 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.
4. 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.
5. Wipe doorknobs, handrails and light switches with sanitizing agent.

Special Note: An **additional** day of trash pickup **only** is required throughout the facility. This would be a sixth day of service. The date and time of this extra day of trash pickup must be coordinated with the Police Department to meet their needs.

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.



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

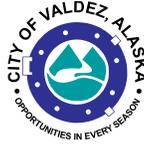
1. Bathrooms- empty wastebaskets; clean cans inside and out; reline. Clean, disinfect, and sanitize countertops, mirrors, and other hard surfaces. Scrub bowls of sinks, toilets and urinals. Restock all soap and paper products. Replace batteries in paper towel dispenser if necessary. Sweep and mop bathroom 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

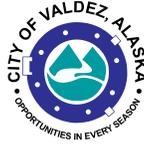
1. Vacuum chairs.



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.
Bi-Weekly: 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. Puppy Palace 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.



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.

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.

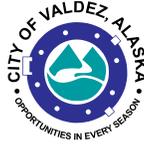
June 1st – August 14th: There will be no cleanings required

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.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m.

Daily Services

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.*

*June 1st- August 14th: There will be **no** cleanings required.*

*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.*

Daily Services

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

2. 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.

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.

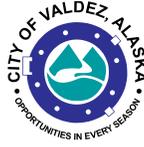
June 1st – August 14th: There will be no cleanings required

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.

October 1st – December 31st: Cleanings are to take place once daily in the mornings from 5:00 a.m. - 6:00 a.m.

Daily Services

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.



Library

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

Daily Services

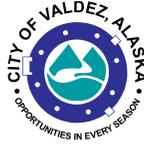
1. Bathrooms- Empty all wastebaskets; clean cans inside and out; reline. Clean, and sanitize mirrors, countertops and other hard surfaces such as light switches and door knobs. Scrub toilet bowls, urinals, sinks and the underside of sinks and toilets. Restock all soap and paper products. Replace batteries 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

Services to be performed **once daily, after 8:30 p.m.**

1. Bathrooms- Empty all wastebaskets; clean cans inside and out; 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. Sweep and mop floors. Wipe down door knobs and light switches with sanitizing agent.
2. Kitchen Area- Sweep and mop flooring, removing chairs first. Sweep and mop behind counter area. Wipe down and sanitize all kitchen countertop surfaces.
3. Vacuum all carpeted floors, paying attention to edges, corners, under registers, behind doors, and under gaming tables.
4. Wipe down baseboard heaters and window ledges throughout the facility.
5. Vacuum under desks after moving chairs and trash cans.
6. Spot clean carpet as needed and trim runners.
7. Wipe down all doorknobs, light switches and hand rails with sanitizing agent.
8. Sweep and mop dance floor, tiled entry and foyer, removing rugs prior to sweeping. **DO NOT REPLACE RUGS ON WET SURFACE-LET DRY.** Vacuum rugs prior to replacing.
9. Police circumference of building collecting debris, trash, etc. Remove trash from outside receptacle, clean cans and reline.
10. All entry door glass must be cleaned inside and out to remove finger prints.

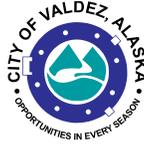
Weekly Services

1. Dust all game tables, window ledges, picture frames, etc.
2. Clean all interior windows and window partitions, or **more often as needed.**
3. Sweep back entry.
4. Wipe and sanitize restroom stall partitions.

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. 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

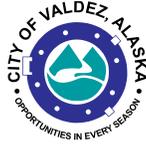
Services to be performed twice weekly- Upon close of facility

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. 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.
5. Wipe down walls and cove base in bathrooms.



Baler Break Room Building

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. 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

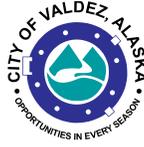
*Services to be performed **daily**- Upon close of businesses located at facility*

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. 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.



Capital Facilities, Finance, and Port Offices at Airport

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

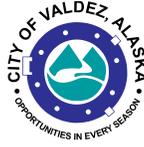
1. Empty wastebaskets in all areas, clean cans inside and out, reline.
2. Vacuum offices, paying attention to corners, behind doors, and under tables and desks.
3. Wipe down kitchen area and break room, coffee station countertop, and sink. Toilet is not used in the main office.
4. Windows- clean all 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. **Once a week:** Mop main office bathroom floor.

Comfort Stations

Dock Point, Ruth Pond, Mendeltna, Oumalik, Shoup Bay Trailhead, John Kelsey Municipal Dock (Total of 6 facilities)

Services to be performed twice daily May 15-September 15 with the exception of the John Kelsey Municipal Dock, Ruth Pond and Dock Point locations, which will need to be cleaned twice 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. Sanitize and wipe down all countertops, door handles and light switches with appropriate cleaning agent.



Outhouses

Alpine Woods Playgrounds (2 outhouses), Robe River Playground, Airport Park and Solomon Gulch Outhouse at Hatchery (5 facilities total)

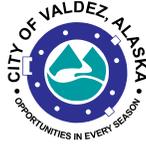
*Services to be performed **twice weekly** from May 1 to October 15 with the exception of pre-scheduled park rentals to which 72 hour advanced notice will be given upon any cleaning schedule change to accommodate those reserved rental events. Solomon Gulch Outhouse to be cleaned **once daily** from June 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. Sanitize and wipe down all countertops, door handles, and light switches with appropriate cleansing agent.
8. Wipe down windows to ensure no debris is present.



Special Services- Spring and Fall Cleanings

Carpet Shampooing

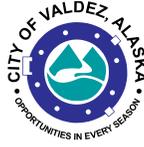
All facilities shall be shampooed according to contract specifications two (2) times per year in early May and late October with the exception of City Hall Lobby. Contractor is required to return to the facility the next day in order to ascertain which spots need additional treatment. Special Note: Contractor 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.

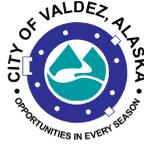
Daily Services

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

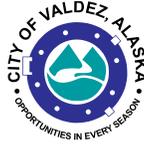


1. Shampoo all carpets, to include foyer area between hospital and medical center. This service is to be performed on Friday evening or Saturday morning to allow for proper drying time. Must be scheduled and approved in advance.
2. Dust or vacuum window coverings such as blinds or drapes, etc, overhead 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.

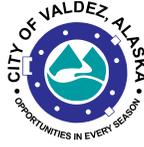
Carpet

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

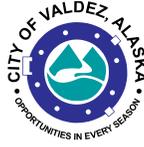
Specifications- Wood/Laminate floor surfaces must be swept to remove sand, grit, dirt, dust or other debris. Use a damp mop with water and a neutral cleanser. For greasy spills use a slightly alkaline cleanser. Do not apply wax to floor surfaces.

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

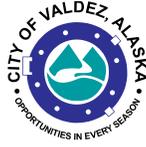
Specifications- Cleanse all glass surfaces with a cleanser that contains ammonia. Wipe dry with lint free cloth or squeegee.

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.

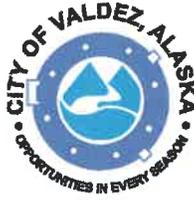
Standards- Properly cleaned areas outside entrance and exit doors shall be free of all cigarette butts, trash, litter or any other foreign matter. Grate cut out areas shall be free of dirt, soiled spots, odors, discoloration, and other unsightly appearances.



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.



CHANGE ORDER
CITY OF VALDEZ

TO: XDLX Investments, Inc.
PO BOX 771
Valdez, AK, 99686

DATE ISSUED: 5/24/19
CHANGE ORDER NO. 1
COST CODE NO. 001-4200-44230
PROJECT NO. 2019 Janitorial Services
CONTRACT NO. 1407.XDLX

PROJECT:
2019 Janitorial Services

Distribute to:
Engineering _____
Owner _____
Contractor _____
Other _____

You are directed to make the changes in this CONTRACT as follows: Perform janitorial services in accordance with the frequencies and specs as outlined in the Comfort Stations section of the Contract for the period of May through September in accordance with the attached proposal dated April 8th, 2019.

Justification: Janitorial services were traditionally included with the campground contract. With the City managing the Allison Point campground, this service will be covered via this change order to XDLX.

Not valid until signed by the City Manager. Signature of Contractor indicates his agreement herewith, including any adjustment in **CONTRACT** sum or **CONTRACT** time.

The original CONTRACT sum was	\$	134,100.00
Change by previously authorized Change Order(s)	\$	0.00
The CONTRACT sum prior to this Change Order was	\$	134,100.00
The CONTRACT sum will be <i>increased</i> by this Change Order	\$	3,699.20
New CONTRACT sum including this Change Order will be	\$	137,799.20

CONTRACT time will remain unchanged. The date of Substantial Completion as of the date of this Change Order therefore is December 31, 2019.

CONTRACTOR

By: _____
Date: 5/25/19

AUTHORIZED BY:
CITY OF VALDEZ

By: _____
Roxanne Murphy, Interim City Manager
Date: 5/29/19

CORPORATE SEAL

Attest: _____
Corporate Secretary

RECOMMENDED

By: _____
Nathan Duval, Director of Capital Facilities
Date: 5/28/19

PO Box 771
Valdez Alaska 99686

907-831-2220

COV

Quotation Date April 8 2019

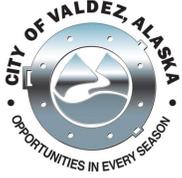
TERMS 15 days

Janitorial Quote

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
68	Janitorial per "Routine Tasks" for Allison Point Comfort Stations Once per day cleaning per 2019-2021 Contract Specs (# Days) 8-May 16-Jun 19-Jul 17-Aug 8-Sep	\$68.00	\$4,624.00
68	Discount 20% Attach: Frequency of Routine Tasks and Map of Area Serviced. Accepted: _____ Date: _____	-\$13.60	(\$924.80)
		SUBTOTAL	3,699.20
			\$3,699.20
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Neil Dees

907-831-2220
neildees@gmail.com



Legislation Text

File #: 19-0524, **Version:** 1

ITEM TITLE:

Approval of Amendment #2 to the Hospital Management and Operating Agreement Between the City of Valdez and Providence Health Services

SUBMITTED BY: Marc Detter, City Manager

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 2nd amendment to Management and Operating Agreement between City of Valdez and Providence Health Services

SUMMARY STATEMENT:

The City of Valdez entered into an agreement with Providence Health Services-Washington, DBA Providence Health Services Alaska, effective January 1, 2015 and amended such agreement January 1, 2016 for the purpose of authorizing Providence Health Services to manage and operate the City of Valdez Hospital for a five year period. The management and operating Agreement expires December 31, 2019.

City staff is proposing that the City Council approve a second amendment to the management and operating agreement between the City and Providence extending continued operation and management by Providence of the hospital for an additional 5 years (until December 31, 2024).

The primary addition/alteration to the management and operating agreement between the City and Providence is further clarification and detail related to Providence's communication with the City on alterations to the hospital structure and the applicability of State of Alaska regulations related to projects utilizing public funds and specifically the applicability of the Little Davis-Bacon Act as set forth in Alaska Statutes Title 36.

The unique agreement between the City and Providence has created outstanding health care services for the citizens of Valdez. The agreement and City Code essentially stipulates that ordinary operational expenses related to the hospital are not subject to procurement requirements under City Code. However, the use of public funds to make major alterations and additions to hospital fall under City procurement (if applicable) requirements.

The critical component of determining when major alterations and additions are subject to City procurement requirements will be frequent communication between Providence facilities and maintenance staff and City capital facilities staff. The past 5 years has seen solid communication between both parties and the City and Providence want to emphasize the need to maintain vigilance on this important issue.

The stewardship of the Hospital finances by Providence has been outstanding. The 2014 City of Valdez Comprehensive Annual Financial Report (CAFR) showed approximately \$13.9 million in revenue and approximately \$13.4 million in expenditures, resulting in a 500K positive net change in fund balance, leaving an overall fund balance of approximately \$8.7 million dollars for the hospital fund. The 2018 City of Valdez Comprehensive Annual Financial Report (CAFR) depicts \$15 million in revenue and \$14.5 million in expenditures, equating to a 500K positive net change in fund balance, leaving of an overall fund balance of just over \$10 million for the hospital fund. Providence projects the final numbers for the hospital will show a similar net positive change in fund balance for 2019.

It is difficult to explain and emphasize the unique financial success of the Valdez Hospital in the current health care environment. Rural hospitals across America are closing or relying upon more subsidies from local government units. The entire Valdez healthcare system requires minimal support from local government as a percentage of overall health care expenditures for the entire community.

The City Attorney has reviewed and made slight alterations to the amendment to the management and operating agreement between the City and Providence. Providence will present an overall picture of hospital operations during the work session prior to the regular Council meeting.

THIS AMENDMENT NO. 2 TO
MANAGEMENT AND OPERATING AGREEMENT
BETWEEN THE CITY OF VALDEZ
AND
PROVIDENCE HEALTH & SERVICES – WASHINGTON
DBA PROVIDENCE HEALTH & SERVICES ALASKA

This Amendment No. 2 (“Amendment No. 2”) to the Management and Operating Agreement (“Agreement”) between the City of Valdez (“City”) and Providence Health & Services-Washington dba Providence Health & Services Alaska (“Providence”) is made this 17th day of December 2019. Providence and the City may be referred to in this Amendment as a “Party” or, collectively, as the “Parties.”

RECITALS

WHEREAS, the City and Providence are Parties to a Management and Operating Agreement (“Agreement”) which became effective January 1, 2015, amended by Amendment No. 1 on January 1, 2016, and which collectively expires December 31, 2019; and

WHEREAS, Section 2 of the Agreement states: “The Parties may extend the Term for an additional five (5) years based upon mutual written agreement. Such renewal (if applicable) shall be on the same terms and conditions of this Agreement.”; and

WHEREAS, the Parties seek to improve upon the efficiency of their respective budgeting processes, which includes meeting informational, reporting, timeliness and other expectations of the City; and

WHEREAS, the Parties seek to clarify and streamline the performance of the operating and capital budgets under the Agreement.

AMENDMENT

NOW THEREFORE, the Parties hereby agree as follows:

1. **Extension of Term.** Subject to the Parties’ respective termination rights pursuant to the Agreement, the term of the Management and Operating Agreement, inclusive of all amendments heretofore and foregoing, is hereby extended through December 31, 2024.
2. **Capitalized Terms.** All capitalized terms in this Amendment shall have the same meaning given to such terms in the Agreement unless otherwise specified in this Amendment.
3. **Revised Section 4(d):** Section 4(d) to the Agreement is hereby amended and replaced in its entirety to read:
 - (d) **Alterations.** Providence shall have the right to make alterations, additions, improvements and renovations to the Health Care Facilities, the costs of which shall be recoverable as Reimbursable Expenses, provided: 1) Providence shall notify the City with respect to any such work requiring any substantial expenditure; 2) Such work shall not adversely affect the structural integrity of the Health Care Facilities or diminish the value thereof; 3) Any such work shall be performed in a good and workmanlike manner and in conformance with all applicable building, fire, health regulations; 4) The City shall have approved in

writing such work in advance, such approval to not be unreasonably withheld; and 5) Such work shall comply with the Little Davis-Bacon Act as set forth in Alaska Statutes Title 36, if applicable.

4. **Revised Section 5(e):** The first sentence of Section 5(e) to the Agreement is hereby amended and replaced in its entirety as follows:

- (e) By no later than fourteen (14) days prior to the Hospital's scheduled City Council budget work session or other budget hearing, or October 15th, whichever is later, of each Operating Year during the term of this Agreement, Providence shall submit and recommend to the City an operating and capital budget for the Health Care Facilities.

5. **Revised Section 6(a):** Section 6(a) to the Agreement is hereby amended and replaced in its entirety as follows:

- (a) Providence will pay Reimbursable Expenses as they become due, using funds from the Accounts. Providence will assure that all Reimbursable Expenses will be paid consistent with the various terms and conditions of vendors, as well as the annually approved operating and capital budgets or other express City approvals, and applicable regulations.

Notwithstanding the major maintenance or capital improvement projects elected by the City to manage, or agreed upon by the Parties for the City to manage, upon approval of the annual capital budget, Providence may purchase the approved items subject to its internal procurement policies. Capital items not anticipated in the budget with a cost not in excess of \$40,000, require approval from the City manager or designee prior to purchase. Capital items not anticipated in the budget with a cost in excess of \$40,000 require approval from City Council. Capital items are defined as those costing \$5,000 or more. All capital purchases procured in this manner will be the property of the City.

6. **Continuation of Agreement.** Except as specifically amended pursuant to the foregoing, the Agreement shall continue in full force and effect in accordance with the terms in existence as of the date of this Amendment. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

The Parties have executed this Amendment on the date first above written.

**Providence Health & Services
-Washington dba Providence Health
& Services Alaska**

City of Valdez, Alaska, Authorized

Signature

Sharon Scheidt, Mayor Pro-Tempore

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Mailing Address

Date

City, State, Zip Code

Recommended:

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

Marc Detter, City Manager

Date

Corporate Secretary

Approved as to Form:

Brena, Bell & Clarkson, P.C.

Attest: _____

Corporate Secretary

Jon S. Wakeland

Date



Legislation Text

File #: ORD 19-0007, **Version:** 1

ITEM TITLE:

#19-07 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.10, Titled Acquisition of Real Property. Second Reading. Adoption.

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Public Hearing.

SUMMARY STATEMENT:

The Valdez City Charter requires that the City Council provide in the Municipal Code for the establishment of a procedure whereby the city may purchase, sell, lease or dispose of real property. The municipal code currently provides a procedure for selling and leasing city property but is silent regarding the acquisition of real property. This amendment to Title 4 creates a procedure for the city to follow when purchasing real property and will bring us into compliance with the City Charter.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 19-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA,
AMENDING TITLE 4 OF THE VALDEZ MUNICIPAL CODE BY CREATING
CHAPTER 4.10, TITLED ACQUISITION OF REAL PROPERTY

WHEREAS, the Valdez Charter requires the City Council provide in the Municipal Code for the establishment of a procedure whereby the city may purchase, sell, lease or dispose of real property; and

WHEREAS, in compliance with the Charter, an amendment to Title 4 is required to establish a procedure for the purchase of real property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Title 4 of the Valdez Municipal Code:

Section 1. Chapter 4.10 is hereby created to read as follows:

Chapter 4.10

ACQUISITION OF REAL PROPERTY

Sections:

- 4.10.010 Acquisition and ownership – Authority.
- 4.10.020 Eminent domain.
- 4.10.030 Adverse possession.

4.10.010 Acquisition and ownership – Authority.

A. The City may acquire, own and hold real property within or outside the City boundaries by purchase, gift, devise, grant, dedication, exchange, redemption, purchase of equity of redemption, operation of law, tax or lien foreclosure, adverse possession, condemnation or declaration of taking, annexation, or by any other lawful means or conveyances.

B. Except as set forth in subsection (C) of this section, all acquisitions of any interest in real property shall be approved by resolution of the City Council. The resolution shall set forth the terms, conditions and manner of acquisition. Unless otherwise provided by the City Council, the City Manager is authorized to obtain title insurance, to execute any instruments and to take all steps necessary to complete and close the purchase and acquisition of the real property.

C. City Council approval is not required to acquire any easement, permit, license, or other interest in real property dedicated to the public's use through the platting action.

D. A Phase 1 environmental survey shall be conducted if the property is located within any industrial zoning district or as required by resolution of the City Council.

E. No purchase of any parcel of real property whose assessed value for purposes of real property taxation is greater than forty thousand dollars shall be made until:

1. A qualified appraiser has appraised the property and given the council an independent opinion as to the full and true value thereof;
2. When improvements are a term of the transaction, a qualified architect or engineer has given the City Council an estimate of probable construction cost.

4.10.020 Eminent domain.

The City may, only within its boundaries, exercise the powers of eminent domain and declaration of taking in the performance of an authorized power or function of the municipality, in accordance with AS 09.55.240 through 09.55.460 and other applicable law.

4.10.030 Adverse possession.

The City cannot be divested of title to real property by adverse possession.

Section 2. This ordinance shall take effect immediately upon adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jon Wakeland, City Attorney
Brena, Bell, & Clarkson, P.C

First Reading:
Second Reading:
Adoption:
Ayes:
Noes:
Absent:
Abstain:



Legislation Text

File #: ORD 19-0008, **Version:** 1

ITEM TITLE:

#19-08 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.09, Titled Lease of City Buildings. Second Reading. Adoption.

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Public Hearing.

SUMMARY STATEMENT:

The Valdez Municipal code currently does not provide a procedure for lease of city owned buildings. Upon adoption of this ordinance, city owned building leases will be authorized by resolution of the city council and unless otherwise provided, will authorize the City Manager to negotiate the terms and lease rates for city owned buildings using any of the listed methods.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 19-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING TITLE 4 OF THE VALDEZ MUNICIPAL CODE BY CREATING CHAPTER 4.09, TITLED LEASE OF CITY BUILDINGS

WHEREAS, Chapter 4.09 shall establish a procedure for lease of city owned buildings.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Title 4 of the Valdez Municipal Code:

Section 1. Chapter 4.09 is hereby created to read as follows:

Chapter 4.09

Lease of City Buildings

- 4.09.010 Definitions.
- 4.09.020 Buildings available for leasing.
- 4.09.030 Procedure for lease of city buildings.

4.09.010 Definitions.

"City building" means any structure or portion of a structure having walls or a roof, to which the City holds title.

"Assessed value" means the value that a taxing authority gives to property and to which the tax rate is applied.

4.09.020 Buildings available for leasing.

City owned buildings may be leased as provided in this chapter.

4.09.030 Procedure for lease of city buildings.

A. Approval to lease city buildings, or any portion thereof, shall be by resolution of the City Council. Unless provided otherwise in the resolution, the City Manager shall negotiate the terms and lease rate based on any of the following:

1. Current local lease rates for similarly situated city buildings or non-city buildings available for lease or under lease;
 2. Previous lease rates for the city building to be leased or similarly situated city buildings;
 3. Assessed or appraised value of the city building to be leased.
- B. The City shall consider the public interest in establishing lease rates for city buildings.

Section 2. This ordinance shall take effect immediately upon adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jon Wakeland, City Attorney
Brena, Bell, & Clarkson, P.C

First Reading:
Second Reading:
Adoption:
Ayes:
Noes:
Absent:
Abstain:



Legislation Text

File #: RES 19-0062, **Version:** 1

ITEM TITLE:

#19-62 - Adopting Terminal Tariff No. 100-20 and Terminal Rules & Regulations for the Port of Valdez

SUBMITTED BY: Jenessa Ables, Operations Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Adopt Terminal Tariff No. 100-20 and Terminal Rules & Regulations for the Port of Valdez

SUMMARY STATEMENT:

After operating under Tariff 100-19 for a year, Port staff has identified a few necessary updates. Port staff has not proposed any changes to rates and each revision is clearly outlined on page 2, Revisions.

The only change proposed within Terminal Rules & Regulations is the deletion of tariff no. reference on the cover page. The application of Terminal Rules & Regulations is implicit within each tariff, therefore removing the reference will save staff, commission and council the need to review and approve an otherwise unedited document with each revision of the tariff.

At the November 18, 2019 Ports & Harbor Commission Meeting this item was unanimously approved for recommendation by Ports & Harbors Commissioners.

CITY OF VALDEZ, ALASKA

RESOLUTION # 19-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-20 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 18-46

WHEREAS, the rules, regulations, and charges for the movement of cargo through the Port of Valdez are establish through the Port Tariff; and

WHEREAS, periodically the rules, regulations, and charges need to be adjusted to ensure effective management of the facilities; and

WHEREAS, the Port of Valdez has revised the tariff and terminal rules and regulations under legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-20 shall replace Tariff No. 100-19.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. The attached Port of Valdez Terminal Tariff No. 100-20 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 18-46 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-20 shall be January 1, 2020.

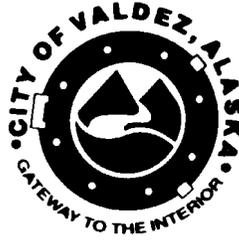
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of December, 2019.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



**PORT OF VALDEZ
TERMINAL TARIFF NO. 100-20
TERMINAL TARIFF FMC-NO. 100-20-
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-19**

ISSUED BY

**PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686**

**NAMING
RULES, REGULATIONS, AND CHARGES
APPLICABLE TO THE MOVEMENT OF CARGO
THROUGH THE
PORT OF VALDEZ
AT
VALDEZ, ALASKA**

**PHONE: (907) 835-4564
WEBSITE: www.ci.valdez.ak.us/port**

FAX: (907) 835-4479

APPROVED: EFFECTIVE:

RESOLUTION:

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

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REVISIONS

Issued

January 1, 2020

Revision 1: *Page 4, Rule I, Section A. Scope. Update description of internal references to the Port of Valdez to include the Port.*

Revision 2: *Page 6, Rule II. Section A. Definitions. Add definition of Substantial User.*

Revision 3: *Page 9, Rule III. Section F. Add hazardous material not conforming to tariff requirements to description of offensive freight.*

Revision 4: *Page 14. Rule IV, Section J. Operating Agreements. Revised to read: "The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties"*

Revision 5: *Page 14. Rule IV, Section J. Effective Period for Operating Agreements. Revised to read: All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.*

Revision 6: *Page 17. Rule V, Section I. Wharfage Commodity Rates explosive unit updated to per ton.*

Revision 7: *Page 20. Rule V, Section S. Maintenance Call-Out Charge updated to Maintenance/Administrative Call-Out Charge.*

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RULE: I – GENERAL INFORMATION

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez or the Port. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT: PORT OF VALDEZ, P.O. BOX 787, VALDEZ, AK 99686
(907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Seward’s Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

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the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

H. RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

I. ADDITIONAL COMPLIANCE: Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

J. SECURITY: Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

K. LICENSE REQUIREMENT: No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

RULE: II – DEFINITIONS

A. DEFINITIONS. The following terms as used in this tariff shall have the following meanings:

BERTH: Shall mean the area of water alongside a pier where a vessel is docked.

DEMURRAGE – PIER STORAGE: Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

DOCK: Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

DOCKAGE: Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

FREE TIME: Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

HANDLING: Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

HANDLING CHARGE: Shall mean the charge assessed in performing loading or discharge of cargo between ship’s tackle, or terminal’s tackle, and place of rest on dock, truck, vessel or other conveyance.

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HAZARDOUS CARGO: Shall mean any material as defined under 49 CFR Parts 171-179.

LICENSE: Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

LIVESTOCK: Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

LONGSHOREMAN: Shall mean any person engaged in the handling of cargo.

MANIFEST: Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

OVERALL: Shall mean the greatest distance between two points either above or below water.

OVERSIDE CARGO HANDLING: Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

SUBSTANTIAL USER: Shall mean a common carrier making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

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TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

RULE: III – RULES AND REGULATIONS-GENERAL

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

B. ACCESS TO PORT FACILITIES: The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

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C. LIABILITY FOR LOSS OR DAMAGE: The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

D. DAMAGE TO FACILITIES: Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

E. RIGHT TO REFUSE CARGO: The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.
3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. OFFENSIVE FREIGHT: Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or

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damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. HAZARDOUS CARGO: Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

J. LIVESTOCK: The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

K. OVERWEIGHT CARGO: Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

L. RIGHT TO BOARD VESSEL AND INSPECT: The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,

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2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

M. RIGHT TO MOVE VESSEL: The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

N. RUBBISH: No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

O. DISCHARGE OF LIQUIDS: Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

P. STACK EMISSIONS: Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

Q. MOORED VESSELS: Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

R. APPROACH AND DEPARTURE FROM BERTHS: Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

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S. LIMITS OF LIABILITY: No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

T. MANIFESTS REQUIRED OF VESSELS: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

U. RIGHT OF PORT TO SCHEDULE VESSELS: The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

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1. North Star Terminal and Stevedore Company
 P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

A. PAYMENT TERMS: All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. CREDIT: Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. DELAYS – NO WAIVER OF CHARGES: Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

E. RATE CHANGES: All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

F. RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE:
 Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

G. PREPAYMENT: Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

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H. LABOR: Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

J. OPERATING AGREEMENTS: The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties.

K. EFFECTIVE PERIOD-OPERATING AGREEMENTS: All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.

L. RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES: Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

M. RIGHT TO DETAIN VESSEL: A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

N. INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request

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insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

O. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

P. APPLICATION OF PAYMENTS: Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

Q. REQUIRED REPORTING: The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

R. INDEMNITY: All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

RULE V – RATES AND CHARGES

A. DOCKAGE: Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel’s certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. **Dockage Period:** The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.

2. **Idle Vessels:** A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.

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3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.

4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.

5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.

6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.

7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel's arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.

8. DOCKAGE RATES: Based on vessel length-over-all

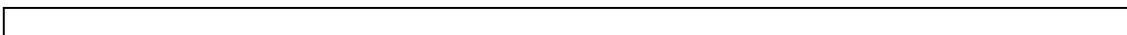
- | | |
|-------------------|------------------------|
| a. Up to 100 feet | \$1.35 per linear foot |
| b. Up to 600 feet | \$2.35 per linear foot |
| c. Up to 900 feet | \$3.35 per linear foot |

Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.

Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.

Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:

- a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.



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- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

- | | |
|--|----------|
| 1. Water hookup charge (April to October) | \$45.00 |
| 2. Water hookup charge (November to March) | \$125.00 |
| 3. Water per 1,000 gallons or fraction thereof | \$3.00 |

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

- | | |
|---|----------|
| Domestic: Charge per garbage pickup | \$120.00 |
| Foreign Regulated: By special arrangement only. | |
| Per pound charge including container weight, 50 pound minimum | \$14.00 |

D. WASTEWATER: By special arrangement only by private contractor.

E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

- | | |
|--|---------|
| 1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal. | |
| Per 24-hour period or less | \$20.00 |

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2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$3.85

I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	\$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Per ton	\$16.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	\$ 4.00	

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5	Logs	Whole or partial	Per 1,000 board feet	\$ 3.85	
6	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
7	Wood Chips	All grades	Per BDU	\$ 1.75	
8	Wood Pulp	Logs	Per ton	\$ 0.55	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
6. Applies to inbound and outbound petroleum products.

J. CARGO HANDLED OVERSIDE: Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

- | | |
|----------------------------------|---------|
| a. Watchman (unarmed) per person | \$75.00 |
| b. Armed Guard per person | \$95.00 |

In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I. Security.

L. STANDBY FIRE APPARATUS

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a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at \$95.00

b. Fire apparatus required, per hour at \$165.00

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port.

N. DEMURRAGE: The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

- a. per square foot per month at \$ 0.15
- b. per automobile \$10.00
- c. per piece of heavy machinery including wheeled units \$35.00

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

O. UPLAND STORAGE: Items accepted for storage:

- a. Storage will be assessed, per square foot per month at \$0.15
- b. Minimum charge for storage per month \$50.00

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

P. LOG STORAGE: Assessed monthly:

- 1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at: \$0.05
- 2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at: \$0.10

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

R. FINES FOR VIOLATIONS:

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- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager. Additionally, failure to submit required documentation will exempt eligibility for negotiated discounts.

S. MAINTENANCE/ADMINISTRATIVE CALL OUT CHARGE: When the Port shall be asked to require maintenance or administrative staff for the purposes of meeting operational or infrastructure requirements, a fee of \$65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

T. SCALE FEE: A fee of \$5.00 shall be assessed for each vehicle requiring scale services.

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APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters



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Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276

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7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

546,224 Kilos
x 2.2046
1,204,205.4304 Pounds

500,000 1,102,300.0
40,000 88,184.0
6,000 13,227.6
200 440.92
20 44.092
4 8.8184

TOTAL 1,204,205.4304 Pounds
Kilos

OR

546,224 Pounds
x .4536
247,767.206 Kilos

500,000 226,800.0
40,000 18,144.0
6,000 2,721.6
200 90.72
20 9.072
4 1.8144

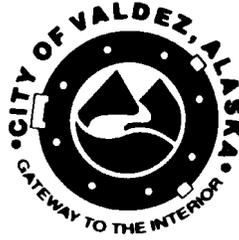
TOTAL 247,767.2064

CONVERSION TABLE

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

END OF TARIFF

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**PORT OF VALDEZ
TERMINAL TARIFF NO. 100-20
TERMINAL TARIFF FMC-NO. 100-20-
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-19**

ISSUED BY

**PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686**

**NAMING
RULES, REGULATIONS, AND CHARGES
APPLICABLE TO THE MOVEMENT OF CARGO
THROUGH THE
PORT OF VALDEZ
AT
VALDEZ, ALASKA**

**PHONE: (907) 835-4564
WEBSITE: www.ci.valdez.ak.us/port**

FAX: (907) 835-4479

APPROVED: December 3, 2019

EFFECTIVE: January 1, 2020

RESOLUTION: 19-XX

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

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REVISIONS

Issued

January 1, 2020

Revision 1: *Page 4, Rule I, Section A. Scope. Update description of internal references to the Port of Valdez to include the Port.*

Revision 2: *Page 6, Rule II. Section A. Definitions. Add definition of Substantial User.*

Revision 3: *Page 9, Rule III. Section F. Add hazardous material not conforming to tariff requirements to description of offensive freight.*

Revision 4: *Page 14. Rule IV, Section J. Operating Agreements. Revised to read: "The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties"*

Revision 5: *Page 14. Rule IV, Section J. Effective Period for Operating Agreements. Revised to read: All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.*

Revision 6: *Page 17. Rule V, Section I. Wharfage Commodity Rates explosive unit updated to per ton.*

Revision 7: *Page 20. Rule V, Section S. Maintenance Call-Out Charge updated to Maintenance/Administrative Call-Out Charge.*

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RULE: I – GENERAL INFORMATION

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez or the Port. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT: PORT OF VALDEZ, P.O. BOX 787, VALDEZ, AK 99686
(907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Seward’s Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

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the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

H. RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

I. ADDITIONAL COMPLIANCE: Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

J. SECURITY: Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

K. LICENSE REQUIREMENT: No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

RULE: II – DEFINITIONS

A. DEFINITIONS. The following terms as used in this tariff shall have the following meanings:

BERTH: Shall mean the area of water alongside a pier where a vessel is docked.

DEMURRAGE – PIER STORAGE: Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

DOCK: Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

DOCKAGE: Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

FREE TIME: Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

HANDLING: Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

HANDLING CHARGE: Shall mean the charge assessed in performing loading or discharge of cargo between ship’s tackle, or terminal’s tackle, and place of rest on dock, truck, vessel or other conveyance.

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HAZARDOUS CARGO: Shall mean any material as defined under 49 CFR Parts 171-179.

LICENSE: Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

LIVESTOCK: Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

LONGSHOREMAN: Shall mean any person engaged in the handling of cargo.

MANIFEST: Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

OVERALL: Shall mean the greatest distance between two points either above or below water.

OVERSIDE CARGO HANDLING: Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

SUBSTANTIAL USER: Shall mean a common carrier making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

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TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

RULE: III – RULES AND REGULATIONS-GENERAL

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

B. ACCESS TO PORT FACILITIES: The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

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C. LIABILITY FOR LOSS OR DAMAGE: The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

D. DAMAGE TO FACILITIES: Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

E. RIGHT TO REFUSE CARGO: The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.
3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. OFFENSIVE FREIGHT: Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or

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damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. HAZARDOUS CARGO: Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

J. LIVESTOCK: The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

K. OVERWEIGHT CARGO: Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

L. RIGHT TO BOARD VESSEL AND INSPECT: The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,

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2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

M. RIGHT TO MOVE VESSEL: The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

N. RUBBISH: No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

O. DISCHARGE OF LIQUIDS: Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

P. STACK EMISSIONS: Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

Q. MOORED VESSELS: Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

R. APPROACH AND DEPARTURE FROM BERTHS: Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

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S. LIMITS OF LIABILITY: No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

T. MANIFESTS REQUIRED OF VESSELS: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

U. RIGHT OF PORT TO SCHEDULE VESSELS: The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

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1. North Star Terminal and Stevedore Company
 P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

A. **PAYMENT TERMS:** All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. **CREDIT:** Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. **DELAYS – NO WAIVER OF CHARGES:** Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. **RIGHT TO SELL CARGO FOR UNPAID CHARGES:** Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

E. **RATE CHANGES:** All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

F. **RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE:**
 Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

G. **PREPAYMENT:** Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

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H. LABOR: Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

J. OPERATING AGREEMENTS: The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties.

K. EFFECTIVE PERIOD-OPERATING AGREEMENTS: All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.

L. RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES: Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

M. RIGHT TO DETAIN VESSEL: A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

N. INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request

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insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

O. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

P. APPLICATION OF PAYMENTS: Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

Q. REQUIRED REPORTING: The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

R. INDEMNITY: All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

RULE V – RATES AND CHARGES

A. DOCKAGE: Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel’s certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. **Dockage Period:** The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.

2. **Idle Vessels:** A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.

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3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.

4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.

5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.

6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.

7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel's arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.

8. DOCKAGE RATES: Based on vessel length-over-all

- | | |
|-------------------|------------------------|
| a. Up to 100 feet | \$1.35 per linear foot |
| b. Up to 600 feet | \$2.35 per linear foot |
| c. Up to 900 feet | \$3.35 per linear foot |

Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.

Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.

Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:

- a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.



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- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

- | | |
|--|----------|
| 1. Water hookup charge (April to October) | \$45.00 |
| 2. Water hookup charge (November to March) | \$125.00 |
| 3. Water per 1,000 gallons or fraction thereof | \$3.00 |

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

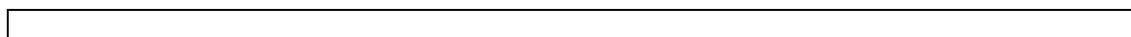
- | | |
|--|----------|
| Domestic: Charge per garbage pickup | \$120.00 |
| Foreign Regulated: By special arrangement only.
Per pound charge including container weight, 50 pound minimum | \$14.00 |

D. WASTEWATER: By special arrangement only by private contractor.

E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

- 1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.
- | | |
|----------------------------|---------|
| Per 24-hour period or less | \$20.00 |
|----------------------------|---------|



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2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$3.85

I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	\$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Per ton	\$16.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	\$ 4.00	

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5	Logs	Whole or partial	Per 1,000 board feet	\$ 3.85	
6	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
7	Wood Chips	All grades	Per BDU	\$ 1.75	
8	Wood Pulp	Logs	Per ton	\$ 0.55	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
6. Applies to inbound and outbound petroleum products.

J. CARGO HANDLED OVERSIDE: Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

- | | |
|----------------------------------|---------|
| a. Watchman (unarmed) per person | \$75.00 |
| b. Armed Guard per person | \$95.00 |

In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I. Security.

L. STANDBY FIRE APPARATUS

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a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at \$95.00

b. Fire apparatus required, per hour at \$165.00

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port.

N. DEMURRAGE: The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

- a. per square foot per month at \$ 0.15
- b. per automobile \$10.00
- c. per piece of heavy machinery including wheeled units \$35.00

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

O. UPLAND STORAGE: Items accepted for storage:

- a. Storage will be assessed, per square foot per month at \$0.15
- b. Minimum charge for storage per month \$50.00

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

P. LOG STORAGE: Assessed monthly:

- 1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at: \$0.05
- 2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at: \$0.10

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

R. FINES FOR VIOLATIONS:

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- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager. Additionally, failure to submit required documentation will exempt eligibility for negotiated discounts.

S. MAINTENANCE/ADMINISTRATIVE CALL OUT CHARGE: When the Port shall be asked to require maintenance or administrative staff for the purposes of meeting operational or infrastructure requirements, a fee of \$65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

T. SCALE FEE: A fee of \$5.00 shall be assessed for each vehicle requiring scale services.

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APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters



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Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276

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PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-20-	PAGE 23
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7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

546,224 Kilos
 x 2.2046
 1,204,205.4304 Pounds

500,000 1,102,300.0
 40,000 88,184.0
 6,000 13,227.6
 200 440.92
 20 44.092
 4 8.8184
 TOTAL 1,204,205.4304 Pounds
 Kilos

OR

546,224 Pounds
 x .4536
 247,767.206 Kilos

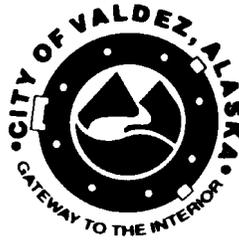
500,000 226,800.0
 40,000 18,144.0
 6,000 2,721.6
 200 90.72
 20 9.072
 4 1.8144
 TOTAL 247,767.2064

CONVERSION TABLE

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

END OF TARIFF

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PORT OF VALDEZ

**TERMINAL RULES AND
REGULATIONS**

ISSUED BY

**PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686**

**Containing
RULES and REGULATIONS
APPLICABLE TO ALL PERSONS USING
MARINE FACILITIES OF THE PORT OF VALDEZ, AK**

PHONE: (907) 835-4564

FAX: (907) 835-4479

WEBSITE: www.ci.valdez.ak.us/port

APPROVED: EFFECTIVE: January 1, 2020

REVISIONS

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Issued

January 1, 2020

Revision 1 Cover Page: Delete "As Approved Under Terminal Tariff No. 100-19"

Revision 2 Cover Page: Change "personnel" to "all persons"

Revision 3 Cover Page: Update "approved" and "effective" dates

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

FINAL DRAFT

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1.0 GENERAL

1.01 SCOPE: The rules, regulations, and conditions set forth shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez. These Rules and Regulations are supplemental to the Port of Valdez Terminal Tariff presently in effect.

1.02 APPLICABILITY: The rules, regulations, and conditions set forth in these Rules and Regulations shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Upon entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

1.03 RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish additional Terminal Rules and Regulations supplemental to these Terminal Rules and Regulations and in addition to the provisions of the Port of Valdez Terminal tariff, which shall apply to all terminal(s) users and with the same authority and in the same manner as the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

1.04 RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in the tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

2. ABBREVIATIONS AND DEFINITIONS

2.01 Abbreviations and defined terms used herein shall have the same meaning as specified in the Port of Valdez tariff.

3. OPERATIONAL REQUIREMENTS

3.01 SNOW REMOVAL AND DISPOSAL- All snow removal must be done in accordance with the City of Valdez municipal codes.

3.02 SNOW REMOVAL FROM VEHICLES- All snow and ice must be removed from the tops of containers and truck bodies before entering or leaving the terminal(s).

3.03 FISHING GEAR- No fishing gear or related material may be left on terminal property at any time.

3.04 REPORTING OF TERMINAL ACTIVITY- All cargo volumes handled to and from vessels and other information as may be required by the Port must be reported in a timely manner as stipulated under licenses granted to operate on the terminal(s). Failure to do so will be grounds for levy of fines, and/or suspension of or revoking of licenses to conduct business on the terminal(s).

4. COMMUNICATIONS

4.01 COMMUNICATIONS BEFORE BERTHING- All vessels berthing at port facilities must notify the Port at least 24 hours in advance of arrival. All berthing must be approved by the Terminal Manager.

4.02 COMMUNICATIONS ALONGSIDE- All vessels when engaged in cargo operations must have the ability to accept and make phone calls or communicate by radio. The means and contact information will be provided to the Terminal Manager on berthing request or upon docking.

4.03 EMERGENCY COMMUNICATIONS- In case of emergency, including fire, explosion or similar incident and in case of injury, the vessel shall call 911 and then notify the Port.

5. MOORING AT BERTHS

5.01 MOORING LINES- All vessels moored at terminal(s) will tend lines regularly or as more frequently required by conditions then prevailing. Lines may not be slack at any time while handling cargo.

5.02 MOORING ALONGSIDE- All vessels moored alongside shall be positioned at the direction of the Terminal Manager. Vessels must have a confirmed berthing agreement issued by the Port.

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5.03 WINCHES- Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times. To prevent damage, winch motors shall be turned on one half hour prior to use.

5.04 TUGS- In the event of severe weather, the vessel shall be required to utilize the assistance of a tug(s) to prevent casualty. The Terminal Manager reserves the right to order one or more tugs if in his/her opinion and sole discretion the use of assist tug(s) is appropriate. In such case, the vessel shall be responsible for the cost of the assist tug(s).

5.05 WEATHER AND TRAFFIC- Vessel personnel shall monitor at all times weather conditions and traffic to insure there is no risk to the vessel while moored at the terminal(s). The Terminal Manager reserves the right to shut down operations between the vessel and the shore if in his/her opinion and sole discretion, a danger to personnel or property exists.

5.06 HOT WORK AND OTHER MAINTENANCE- Any vessel wishing to conduct hot work or vessel maintenance must get a permit from the Terminal Manager. The Port reserves the right to prohibit or order the stoppage of hot work at its sole discretion.

5.07 DISCHARGE OF SEWAGE, GRAY-WATER, BILGE WATER, OIL, OTHER LIQUIDS INTO HARBORS- The discharge of untreated sewage, gray-water, bilge water, oil, slops or other liquids perceived as a pollution threat into the waters of Port Valdez is prohibited.

5.08 STACK EMISSIONS- Visible and noxious stack emissions by vessels while moored at the terminal(s) is prohibited. Compliance with all state and federal laws, rules and permits is required.

5.09 TRASH- The discharge of trash into the waters of Port Valdez, or onto any of Port property is prohibited. Domestic refuse services are provided by the City of Valdez upon request and subject to tariff rates and fees. All other trash removal must be contracted to a licensed vendor approved by the Port.

5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS- The vessel shall take all precautions to insure that any liquid waste discharged into tank trucks ashore conforms in all respects with US non-pollution requirements and in a manner to prevent spills into the waters of Port Valdez or on Terminal property. Only licensed vendors as named on the Port's Certificate of Adequacy may be used for such work and any spills must be reported to the Terminal Manager immediately and if in the waters of Port Valdez, to the US Coast Guard.

5.11 FUELING- The fueling of vessels while moored at the terminal(s) by barge or truck shall be done only with the permission of the Terminal Manager and in accordance with US Coast Guard regulations and in a manner to prevent spills into the waters of Port Valdez or on Terminal

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property. Only licensed vendors may be used for such work and any spills must be reported to the Terminal Manager immediately and, if in the waters of Port Valdez, to the US Coast Guard.

5.12 GANGWAYS- Gangways between vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the Terminal Manager.

5.13 LINEHANDLING- Personnel employed by the Port of Valdez are not permitted to handle lines for vessels except in case of emergency. Only licensed vendors and vessel crew, where applicable, may handle lines on the terminal(s).

5.14 LIGHTING- All vessels when moored alongside docks shall be properly lit at all times of dusk, darkness and limited visibility.

6. SECURITY

6.01 SECURITY CONFERENCE- All vessels subject to the provisions of 33 CFR Part 105 as applicable to Port facilities are required to complete a Declaration of Security with the Facility Security Officer upon docking and prior to commencing cargo handling.

6.02 COMMUNICATIONS- The vessel shall maintain proper communications with the Port at all times when docked at the terminal(s). Vessel personnel are required to report any violations of security regulations or suspicious activity immediately upon discovery. All persons handling security requirements on the vessel must be able to speak English.

6.03 CREW PASSES AND IDENTIFICATION- All crew members joining or departing vessels, as well as those on shore leave, must have proper identification issued by the vessel when on terminal. This shall also include a Transportation Worker Identification Credential (TWIC) for those subject to regulations.

6.04 PASSENGER PASSES- The master of each vessel shall be responsible for the issuance of passenger passes for all persons who enter the terminal(s) and are considered passengers or persons in addition to the crew.

6.05 SCREENING- All persons entering the terminal are subject to screening as deemed appropriate by the Facility Security Officer. All vehicles are subject to search when entering or leaving the terminal(s).

6.06 ACCESS TO TERMINAL- Access to terminal(s) is restricted to those parties licensed and engaged in the business of the terminal or have business on the terminal as approved by the

Terminal Manager. All other personnel shall be escorted by a credentialed terminal worker licensed by the Port.

6.07 CONTROL OF PERSONNEL ON TERMINAL- Personnel are subject to the rules and regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Terminal Manager.

6.08 UNAUTHORIZED PERSONS- No unauthorized persons are permitted on the terminal(s) at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

6.09 LEVELS OF ACCESS AND DISPLAY OF BADGES- All personnel conducting business on the terminal(s) or upon entry shall have a valid TWIC and any other required badge displayed on their outer clothing or readily available for inspection. The Terminal Manager may designate restricted areas where badges must be openly displayed at all times for authorized access.

6.10 CARGO, PASSENGER AND CREW MANIFEST- The master of each vessel shall supply a complete manifest of cargo, persons arriving on vessels, including passengers, crew and persons in addition to the crew to the terminal upon arrival and prior to arrival if by request.

6.11 FEDERAL BACKGROUND CHECKS- All persons subject to 33 CFR Part 105 regulations are required to complete a federal background check and be issued a TWIC.

6.13 ACCESS BY OTHER THAN VESSEL PERSONNEL- No persons may access vessels at the terminal(s) without advance notification and permission of the Terminal Manager.

7. BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER

7.01 SHIP/SHORE SAFETY LIST- Prior to the transfer of bunkers or fuel, the vessel and Terminal Operator shall complete a pre-transfer safety check off list in accordance with federal regulations.

7.02 FIREFIGHTING EQUIPMENT AND COMMUNICATIONS- All vessels shall have firefighting equipment ready for use during bunkering. All vessel personnel must be trained in firefighting and each transfer shall have a designated and qualified Person-in-Charge (PIC).

7.03 NOTICES- All vessels while engaged in bunkering or fueling shall display a sign stating the following: WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.

7.04 ACCESS TO VESSEL DURING FUELING- Access to vessels while fueling shall be restricted to crew and essential personnel.

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7.05 FLAGS AND LIGHTS- All vessels while bunkering or fueling shall display a red flag during the day and a red light during darkness.

7.06 EMERGENCY SHUTDOWN-An emergency shutdown procedure shall be established and tested prior to the transfer of product.

8. SAFETY

8.01 SAFETY REGULATIONS- All personnel entering the terminal(s) shall comply with federal safety requirements as established by the Occupational Health and Safety Administration (OSHA) for marine facilities. Qualified vessel personnel or authorized vessel contractor shall provide a safe passage via walkway or vehicle for all persons passing through the terminal(s), such as crew, and those not engaged in terminal activities.

8.02 PERSONAL SAFETY EQUIPMENT- All personnel on the terminal(s) including those not employed by the Port or its licensed contractors, shall wear highly visible safety vests or outer clothing and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots and other equipment as appropriate. All persons working near the edges of docks, piers and berths shall also wear floatation equipment while working in those areas.

8.03 MEDICAL EMERGENCIES- In case of a medical emergency or accident, call 911, insure the area is safe to render aid and render aid. The Terminal Manager must be notified of all medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS- The Terminal Manager or his/her designee reserves the right to conduct announced or non-announced inspections to insure compliance with the terminal tariff and these rules and regulations. Operations may be halted, or personnel directed off the terminal(s), at the sole discretion of the inspector for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS- All vehicles engaged in operations on the terminal(s) shall display a flashing amber light and shall be equipped with back up alarms. Vehicles engaged in the plowing of snow, or when transiting to and from work sites on the terminal and not engaged in plowing, shall display a flashing amber light.

9. MISCELLANEOUS REGULATIONS

9.01 DUNNAGE AND PALLETS- Only stamped and environmentally certified wooden pallets and dunnage may be used at the terminal. No dunnage or pallets may be left at the terminal(s) without permission of the Terminal Manager. Broken or material slated for disposal must be

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removed immediately. The Port reserves the right to have any waste removed at the expense of the vessel or licensed contractors responsible.

9.02 UNLAWFUL ACTS- Unlawful acts committed by persons on the terminal(s) of any type shall be referred to local police for action.

9.03 CONDUCT- All persons on the terminal(s) shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Terminal Manager reserves the right in his/her sole discretion to have persons removed or barred from the terminal(s) for non-compliance.

9.04 MILITARY VESSEL CREW SECURITY- Military vessels calling on the terminal(s) will provide personnel to assist facility security with the management of persons entering or leaving the terminal(s). A complete list of officers and crew must be provided to the Port upon arrival.

9.05 WEAPONS, AMMUNITION AND EXPLOSIVES- Any weapons deemed capable of causing mass casualty are not permitted on terminal(s). Ammunition and explosives are prohibited on the terminal(s) without proper permits, handling procedures defined and permission of the Terminal Manager.

9.06 PERSONS INTOXICATED- No persons who appear to be visibility intoxicated shall be permitted on the terminal(s). Persons found on the terminal(s) who are intoxicated shall be removed immediately.

9.07 SMOKING- Smoking is permitted only in designated areas of the terminal(s). Smoking is not permitted on terminal docks at any time per municipal code.

9.08 DRUGS AND ILLEGAL SUBSTANCES- The use or possession of illegal drugs or other substances on the terminal(s) is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

9.09 LIFEBOAT SUSPENSION AND LANDING SKIFFS- The suspension of lifeboats for purposes of vessel maintenance is prohibited. Vessels may only use landing skiffs for maintenance on vessels with the permission of the Terminal Manager.

9.10 RADIOACTIVE MATERIAL- The handling of radioactive material in any form is prohibited at the terminal(s) unless otherwise negotiated by the Port.

9.11 COMPRESSED GAS- Compressed gasses must be properly stored on the terminal(s) in designated areas as established by the Terminal Manager.

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9.12 HANDICAP ACCESS- The Port does not provide handicap access to vessels berthed at the terminal(s).

9.13 CONFINEMENT OF PASSENGER AND CREW- Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessels expense. The terminal does not provide terminal facilities for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

9.14 PUBLIC TOURS OF VESSELS- Public tours of vessels are not permitted unless by previous arrangement and permission of the Terminal Manager and in conformance with federal security requirements.

9.15 PARKING, SPEED LIMITS, SEAT BELTS- Parking is only permitted in designated areas as established by the Terminal Manager. Vehicles not parked in designated areas are subject to towing at the owners expense. The maximum speed for all vehicles on the terminal is 15 miles per hour. All vehicle operators and passengers are required to use seatbelts when on the terminal property.

9.16 LAYBERTHING- Vessel owner when layberthing vessels in inactive status shall inspect vessels regularly as specified by the Terminal Operator and such inspections and condition of vessel reported to the Terminal Manager. The Terminal Manager or his/her designee shall have the right to enter a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Terminal Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be subject to direction by the Terminal Manager to be removed from the terminal or removed at the owner's expense.

END OF TERMINAL RULES AND REGULATIONS

CITY OF VALDEZ, ALASKA

RESOLUTION #18-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-19 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 18-03

WHEREAS, the rules, regulations, and charges for the movement of cargo through the Port of Valdez are establish through the Port Tariff; and

WHEREAS, periodically the rules, regulations, and charges need to be adjusted to ensure effective management of the facilities; and

WHEREAS, the Port of Valdez has revised the tariff and established terminal rules and regulations under professional and legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-19 shall replace Tariff No. 100-18.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. The attached Port of Valdez Terminal Tariff No. 100-19 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 18-03 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-19 shall be January 1, 2019.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 18th day of December, 2018.

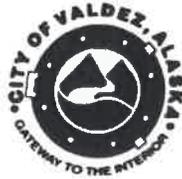
CITY OF VALDEZ, ALASKA


Jeremy O'Neil, Mayor

ATTEST


Sheri L. Pierce, MMC, City Clerk





PORT OF VALDEZ
TERMINAL TARIFF NO. 100-~~1819~~
TERMINAL TARIFF FMC-NO. 100-~~1819~~
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-~~1618~~

ISSUED BY

PORT OF VALDEZ
P.O. BOX ~~307787~~
VALDEZ, ALASKA 99686

NAMING
RULES, REGULATIONS, AND CHARGES
APPLICABLE TO THE MOVEMENT OF CARGO
THROUGH THE
PORT OF VALDEZ
AT
VALDEZ, ALASKA

PHONE: (907) 835-4564
WEBSITE: www.ci.valdez.ak.us/port

FAX: (907) 835-4479

APPROVED: ~~January 16, 2018~~ EFFECTIVE: ~~February 1, 2018~~

RESOLUTION: ~~15-54~~

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

PORT OF VALDEZ
P.O. BOX 307
VALDEZ, ALASKA 99686
PHONE: (907) 835-4564

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REVISIONS

Issued

February 1, 2018

Revision 1

Revision 2

Revision 3

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

PORT OF VALDEZ
P.O. BOX 307
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PHONE: (907) 835-4564

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RULE: I – GENERAL INFORMATION

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Upon entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT- PORT OF VALDEZ, P.O. BOX 275, VALDEZ, AK 99686
 (907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Seward’s Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

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the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

H. RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

I. ADDITIONAL COMPLIANCE: Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

J. SECURITY: Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

K. LICENSE REQUIREMENT: No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

RULE: II – ABBREVIATIONS, SYMBOLS, DEFINITIONS

~~A. ABBREVIATIONS:~~ Abbreviations used in this tariff shall have the following meanings:

% — Per Cent	Lbs. — Pounds
BBL — Barrel	M — Thousand
BDL — Bundle	MBF — Thousand Board Feet
BDU — Bone Dry Unit	Meas. — Measurement
BF — Board Feet	NA — Not Applicable
CDC — Cargo Distribution Center	NOS — Not Otherwise Specified
CFS — Cargo Freight Station	OCP — Overland Common Point
Cu.Ft. — Cubic Feet	O.T. — Overtime
CWT — Hundredweight 100 lbs.	Pkg. — Package
CY — Container Yard	S.T. — Straight Time
FMC — Federal Maritime Commission	SU — Set Up
K — One Thousand	T — Ton, 2,000 pounds
KD — Knocked Down	Viz. — Specifically or Namely
KG — Kilograms	Wt. — Weight
KHW — Kilowatt Hour	

~~BA. DEFINITIONS.~~ The following terms as used in this tariff shall have the following meanings:

BERTH: Shall mean the area of water alongside a pier where a vessel is docked.

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DEMURRAGE – PIER STORAGE: Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

DOCK: Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

DOCKAGE: Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

FREE TIME: Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

HANDLING: Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

HANDLING CHARGE: Shall mean the charge assessed in performing loading or discharge of cargo between ship's tackle, or terminal's tackle, and place of rest on dock, truck, vessel or other conveyance.

HAZARDOUS CARGO: Shall mean any material as defined under 49 CFR Parts 171-179.

LICENSE: Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

LIVESTOCK: Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

LONGSHOREMAN: Shall mean any person engaged in the handling of cargo.

MANIFEST: Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

OVERALL: Shall mean the greatest distance between two points either above or below water.

OVERSIDE CARGO HANDLING: Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight

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received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

RULE: III – RULES AND REGULATIONS-GENERAL

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

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B. ACCESS TO PORT FACILITIES: The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

C. LIABILITY FOR LOSS OR DAMAGE: The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

D. DAMAGE TO FACILITIES: Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

E. RIGHT TO REFUSE CARGO: The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.

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3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. OFFENSIVE FREIGHT: Hazardous or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. HAZARDOUS CARGO: Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or

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shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

J. LIVESTOCK: The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

K. OVERWEIGHT CARGO: Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

L. RIGHT TO BOARD VESSEL AND INSPECT: The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,
2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

M. RIGHT TO MOVE VESSEL: The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

N. RUBBISH: No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

O. DISCHARGE OF LIQUIDS: Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other

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liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

P. STACK EMISSIONS: Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

Q. MOORED VESSELS: Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

R. APPROACH AND DEPARTURE FROM BERTHS: Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

S. LIMITS OF LIABILITY: No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

T. MANIFESTS REQUIRED OF VESSELS: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

U. RIGHT OF PORT TO SCHEDULE VESSELS: The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set

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forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

1. North Star Terminal and Stevedore Company
 P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

A. PAYMENT TERMS: All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. CREDIT: Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. DELAYS – NO WAIVER OF CHARGES: Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be

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sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

E. RATE CHANGES: All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

F. RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE:
 Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

G. PREPAYMENT: Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

H. LABOR: Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

J. OPERATING AGREEMENTS: The City or the City's designee may negotiate a frequent user operating agreement for either wharfage or dockage calling for a 20% reduction in the current tariff for dockage and/or wharfage charges. Such operating agreements must be in writing and will be based on a guaranteed usage, throughput or simply are a stated dollar amount for either. Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to make the required vessel calls in any year, a billing will be made for the amount of the discount granted under the operating agreement.

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JK EFFECTIVE PERIOD-OPERATING AGREEMENTS: All operating agreements will end on December 31 and be limited to a maximum of two years. The initial period will ordinarily be a part of the first calendar year. The usage, throughput or stated dollar amount of either will be prorated on the basis of the full months remaining in the initial year. For example, an agreement negotiated in July will be 5/12 of the negotiated amount. In this case, total length of the initial agreement will be 17 months. Subsequent agreements may be for the full two years, but computed upon the tariff or tariffs in effect over the term of the agreement.

KL RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES: Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

LM RIGHT TO DETAIN VESSEL: A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

MN INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

NO INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

OP APPLICATION OF PAYMENTS: Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

PQ REQUIRED REPORTING: The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

QR INDEMNITY: All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated

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such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

RULE V – RATES AND CHARGES

A. DOCKAGE: Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel’s certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

- 1. Dockage Period: The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.
- 2. Idle Vessels: A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.
- 3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.
- 4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.
- 5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.
- 6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.
- 7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel’s arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.
- 8. DOCKAGE RATES: Based on vessel length-over-all
 - a. Up to 100 feet \$1.35 per linear foot
 - b. Up to 600 feet \$2.35 per linear foot
 - c. Up to 900 feet \$3.35 per linear foot

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- Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.
- Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.
- Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:
 - a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.
 - b. Vessels (ship and barges), which are loading and/or discharging high explosives.
 - c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.
- Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

Commented [JA1]: Discussion. Increased usage at Kelsey Dock and displacement of paying customers.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

- | | |
|--|----------|
| 1. Water hookup charge (April to October) | \$45.00 |
| 2. Water hookup charge (November to March) | \$125.00 |
| 3. Water per 1,000 gallons or fraction thereof | \$3.00 |

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

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Domestic: Charge per garbage pickup \$120.00

Foreign Regulated: By special arrangement only.
 Per pound charge including container weight, 50 pound minimum \$14.00

D. WASTEWATER: By special arrangement only by private contractor.

E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.
 Per 24-hour period or less \$20.00
2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

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1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$3.85

I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	\$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Container	\$16.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	\$ 4.00	
5	Logs	Whole or partial	Per 1,000 board feet	\$ 3.85	
6	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
7	Wood Chips	All grades	Per BDU	\$ 1.75	
8	Wood Pulp	Logs	Per ton	\$ 0.55	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.

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6. Applies to inbound and outbound petroleum products.

J. CARGO HANDLED OVERSIDE: Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

- a. Watchman (unarmed) per person \$75.00
- b. Armed Guard per person \$95.00

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In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I, Security.

L. STANDBY FIRE APPARATUS

- a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at \$95.00
- b. Fire apparatus required, per hour at \$165.00

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port.

N. DEMURRAGE: The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

- a. per square foot per month at \$ 0.15
- b. per automobile \$10.00
- c. per piece of heavy machinery including wheeled units \$35.00

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule V, Paragraph I, Operating Agreements.

O. UPLAND STORAGE: Items accepted for storage:

- a. Storage will be assessed, per square foot per month at \$0.15
- b. Minimum charge for storage per month \$50.00

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Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule V, Paragraph I. Operating Agreements.

P. LOG STORAGE: Assessed monthly:

- 1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at: \$0.05
- 2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at: \$0.10

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

R. FINES FOR VIOLATIONS:

- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager. Additionally, failure to submit required documentation will exempt eligibility for negotiated discounts.

S. MAINTENANCE CALL OUT CHARGE: When the Port shall be asked to require maintenance staff for the purposes of meeting operational or infrastructure requirements, a fee of \$65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

T. SCALE FEE: A fee of \$5.00 shall be assessed for each vehicle requiring scale services.

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APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

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Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10.000	22.046
2	4.4092	200	440.92	20.000	44.092
3	6.6138	300	661.38	30.000	66.138
4	8.8184	400	881.84	40.000	88.184
5	11.0230	500	1,102.30	50.000	110.230
6	13.2276	600	1,322.76	60.000	132.276

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7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

546,224 Kilos
x 2.2046
1,204,205.4304 Pounds

OR

546,224 Pounds
x .4536
247,767.206 Kilos

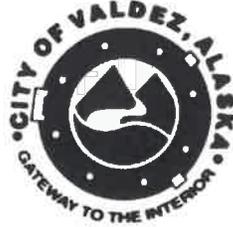
500,000 1,102,300.0
40,000 88,184.0
6,000 13,227.6
200 440.92
20 44.092
4 8.8184
TOTAL 1,204,205.4304 Pounds
Kilos

500,000 226,800.0
40,000 18,144.0
6,000 2,721.6
200 90.72
20 9.072
4 1.8144
TOTAL 247,767.2064

CONVERSION TABLE

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

END OF TARIFF



PORT OF VALDEZ
TERMINAL RULES AND
REGULATIONS

As Approved Under
TERMINAL TARIFF NO. 100-~~1819~~

ISSUED BY

PORT OF VALDEZ
P.O. BOX ~~307787~~
VALDEZ, ALASKA 99686

Containing
RULES and REGULATIONS
APPLICABLE TO PERSONNEL USING THE
MARINE FACILITIES OF THE PORT OF VALDEZ, AK

PHONE: (907) 835-4564

FAX: (907) 835-4479

WEBSITE: www.ci.valdez.ak.us/port

APPROVED: ~~January 16, 2018~~

EFFECTIVE: ~~February 1, 2018~~

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Issued

February 1, 2018

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Revision 7

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Revision 9

Revision 10

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PORT OF VALDEZ MARINE TERMINAL RULES AND REGULATIONS

1.0 GENERAL

1.01 SCOPE: The rules, regulations, and conditions set forth shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez. These Rules and Regulations are supplemental to the Port of Valdez Terminal Tariff presently in effect.

1.02 APPLICABILITY: The rules, regulations, and conditions set forth in these Rules and Regulations shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Upon entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

1.03 RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish additional Terminal Rules and Regulations supplemental to these Terminal Rules and Regulations and in addition to the provisions of the Port of Valdez Terminal tariff, which shall apply to all terminal(s) users and with the same authority and in the same manner as the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

1.04 RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in the tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

2. ABBREVIATIONS AND DEFINITIONS

2.01 Abbreviations and defined terms used herein shall have the same meaning as specified in the Port of Valdez tariff.

3. OPERATIONAL REQUIREMENTS

3.01 SNOW REMOVAL AND DISPOSAL- All snow removal must be done in accordance with the City of Valdez municipal codes.

3.02 SNOW REMOVAL FROM VEHICLES- All snow and ice must be removed from the tops of containers and truck bodies before entering or leaving the terminal(s).

3.03 FISHING GEAR- No fishing gear or related material may be left on terminal property at any time.

3.04 REPORTING OF TERMINAL ACTIVITY- All cargo volumes handled to and from vessels and other information as may be required by the Port must be reported in a timely manner as stipulated under licenses granted to operate on the terminal(s). Failure to do so will be grounds for levy of fines, and/or suspension of or revoking of licenses to conduct business on the terminal(s).

4. COMMUNICATIONS

4.01 COMMUNICATIONS BEFORE BERTHING- All vessels berthing at port facilities must notify the Port at least 24 hours in advance of arrival. All berthing must be approved by the Terminal Manager.

4.02 COMMUNICATIONS ALONGSIDE- All vessels when engaged in cargo operations must have the ability to accept and make phone calls or communicate by radio. The means and contact information will be provided to the Terminal Manager on berthing request or upon docking.

4.03 EMERGENCY COMMUNICATIONS- In case of emergency, including fire, explosion or similar incident and in case of injury, the vessel shall call 911 and then notify the Port.

5. MOORING AT BERTHS

5.01 MOORING LINES- All vessels moored at terminal(s) will tend lines regularly or as more frequently required by conditions then prevailing. Lines may not be slack at any time while handling cargo.

5.02 MOORING ALONGSIDE- All vessels moored alongside shall be positioned at the direction of the Terminal Manager. Vessels must have a confirmed berthing agreement issued by the Port.

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5.03 WINCHES- Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times. To prevent damage, winch motors shall be turned on one half hour prior to use.

5.04 TUGS- In the event of severe weather, the vessel shall be required to utilize the assistance of a tug(s) to prevent casualty. The Terminal Manager reserves the right to order one or more tugs if in his/her opinion and sole discretion the use of assist tug(s) is appropriate. In such case, the vessel shall be responsible for the cost of the assist tug(s).

5.05 WEATHER AND TRAFFIC- Vessel personnel shall monitor at all times weather conditions and traffic to insure there is no risk to the vessel while moored at the terminal(s). The Terminal Manager reserves the right to shut down operations between the vessel and the shore if in his/her opinion and sole discretion, a danger to personnel or property exists.

5.06 HOT WORK AND OTHER MAINTENANCE- Any vessel wishing to conduct hot work or vessel maintenance must get a permit from the Terminal Manager. The Port reserves the right to prohibit or order the stoppage of hot work at its sole discretion.

5.07 DISCHARGE OF SEWAGE, GRAY-WATER, BILGE WATER, OIL, OTHER LIQUIDS INTO HARBORS- The discharge of untreated sewage, gray-water, bilge water, oil, slops or other liquids perceived as a pollution threat into the waters of Port Valdez is prohibited.

5.08 STACK EMISSIONS- Visible and noxious stack emissions by vessels while moored at the terminal(s) is prohibited. Compliance with all state and federal laws, rules and permits is required.

5.09 TRASH- The discharge of trash into the waters of Port Valdez, or onto any of Port property is prohibited. Domestic refuse services are provided by the City of Valdez upon request and subject to tariff rates and fees. All other trash removal must be contracted to a licensed vendor approved by the Port.

5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS- The vessel shall take all precautions to insure that any liquid waste discharged into tank trucks ashore conforms in all respects with US non-pollution requirements and in a manner to prevent spills into the waters of Port Valdez or on Terminal property. Only licensed vendors as named on the Port's Certificate of Adequacy may be used for such work and any spills must be reported to the Terminal Manager immediately and if in the waters of Port Valdez, to the US Coast Guard.

5.11 FUELING- The fueling of vessels while moored at the terminal(s) by barge or truck shall be done only with the permission of the Terminal Manager and in accordance with US Coast Guard regulations and in a manner to prevent spills into the waters of Port Valdez or on Terminal

property. Only licensed vendors may be used for such work and any spills must be reported to the Terminal Manager immediately and, if in the waters of Port Valdez, to the US Coast Guard.

5.12 GANGWAYS- Gangways between vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the Terminal Manager.

5.13 LINEHANDLING- Personnel employed by the Port of Valdez are not permitted to handle lines for vessels except in case of emergency. Only licensed vendors and vessel crew, where applicable, may handle lines on the terminal(s).

5.14 LIGHTING- All vessels when moored alongside docks shall be properly lit at all times of dusk, darkness and limited visibility.

6. SECURITY

6.01 SECURITY CONFERENCE- All vessels subject to the provisions of 33 CFR Part 105 as applicable to Port facilities are required to complete a Declaration of Security with the Facility Security Officer upon docking and prior to commencing cargo handling.

6.02 COMMUNICATIONS- The vessel shall maintain proper communications with the Port at all times when docked at the terminal(s). Vessel personnel are required to report any violations of security regulations or suspicious activity immediately upon discovery. All persons handling security requirements on the vessel must be able to speak English.

6.03 CREW PASSES AND IDENTIFICATION- All crew members joining or departing vessels, as well as those on shore leave, must have proper identification issued by the vessel when on terminal. This shall also include a Transportation Worker Identification Credential (TWIC) for those subject to regulations.

6.04 PASSENGER PASSES- The master of each vessel shall be responsible for the issuance of passenger passes for all persons who enter the terminal(s) and are considered passengers or persons in addition to the crew.

6.05 SCREENING- All persons entering the terminal are subject to screening as deemed appropriate by the Facility Security Officer. All vehicles are subject to search when entering or leaving the terminal(s).

6.06 ACCESS TO TERMINAL- Access to terminal(s) is restricted to those parties licensed and engaged in the business of the terminal or have business on the terminal as approved by the

Terminal Manager. All other personnel shall be escorted by a credentialed terminal worker licensed by the Port.

6.07 CONTROL OF PERSONNEL ON TERMINAL- Personnel are subject to the rules and regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Terminal Manager.

6.08 UNAUTHORIZED PERSONS- No unauthorized persons are permitted on the terminal(s) at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

6.09 LEVELS OF ACCESS AND DISPLAY OF BADGES- All personnel conducting business on the terminal(s) or upon entry shall have a valid TWIC and any other required badge displayed on their outer clothing or readily available for inspection. The Terminal Manager may designate restricted areas where badges must be openly displayed at all times for authorized access.

6.10 CARGO, PASSENGER AND CREW MANIFEST- The master of each vessel shall supply a complete manifest of cargo, persons arriving on vessels, including passengers, crew and persons in addition to the crew to the terminal upon arrival and prior to arrival if by request.

6.11 FEDERAL BACKGROUND CHECKS- All persons subject to 33 CFR Part 105 regulations are required to complete a federal background check and be issued a TWIC.

6.13 ACCESS BY OTHER THAN VESSEL PERSONNEL- No persons may access vessels at the terminal(s) without advance notification and permission of the Terminal Manager.

7. BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER

7.01 SHIP/SHORE SAFETY LIST- Prior to the transfer of bunkers or fuel, the vessel and Terminal Operator shall complete a pre-transfer safety check off list in accordance with federal regulations.

7.02 FIREFIGHTING EQUIPMENT AND COMMUNICATIONS- All vessels shall have firefighting equipment ready for use during bunkering. All vessel personnel must be trained in firefighting and each transfer shall have a designated and qualified Person-in-Charge (PIC).

7.03 NOTICES- All vessels while engaged in bunkering or fueling shall display a sign stating the following: WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.

7.04 ACCESS TO VESSEL DURING FUELING- Access to vessels while fueling shall be restricted to crew and essential personnel.

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7.05 FLAGS AND LIGHTS- All vessels while bunkering or fueling shall display a red flag during the day and a red light during darkness.

7.06 EMERGENCY SHUTDOWN-An emergency shutdown procedure shall be established and tested prior to the transfer of product.

8. SAFETY

8.01 SAFETY REGULATIONS- All personnel entering the terminal(s) shall comply with federal safety requirements as established by the Occupational Health and Safety Administration (OSHA) for marine facilities. Qualified vessel personnel or authorized vessel contractor shall provide a safe passage via walkway or vehicle for all persons passing through the terminal(s), such as crew, and those not engaged in terminal activities.

8.02 PERSONAL SAFETY EQUIPMENT- All personnel on the terminal(s) including those not employed by the Port or its licensed contractors, shall wear highly visible safety vests or outer clothing and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots and other equipment as appropriate. All persons working near the edges of docks, piers and berths shall also wear floatation equipment while working in those areas.

8.03 MEDICAL EMERGENCIES- In case of a medical emergency or accident, call 911, insure the area is safe to render aid and render aid. The Terminal Manager must be notified of all medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS- The Terminal Manager or his/her designee reserves the right to conduct announced or non-announced inspections to insure compliance with the terminal tariff and these rules and regulations. Operations may be halted, or personnel directed off the terminal(s), at the sole discretion of the inspector for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS- All vehicles engaged in operations on the terminal(s) shall display a flashing amber light and shall be equipped with back up alarms. Vehicles engaged in the plowing of snow, or when transiting to and from work sites on the terminal and not engaged in plowing, shall display a flashing amber light.

9. MISCELLANEOUS REGULATIONS

9.01 DUNNAGE AND PALLETS- Only stamped and environmentally certified wooden pallets and dunnage may be used at the terminal. No dunnage or pallets may be left at the terminal(s) without permission of the Terminal Manager. Broken or material slated for disposal must be

removed immediately. The Port reserves the right to have any waste removed at the expense of the vessel or licensed contractors responsible.

9.02 UNLAWFUL ACTS- Unlawful acts committed by persons on the terminal(s) of any type shall be referred to local police for action.

9.03 CONDUCT- All persons on the terminal(s) shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Terminal Manager reserves the right in his/her sole discretion to have persons removed or barred from the terminal(s) for non-compliance.

9.04 MILITARY VESSEL CREW SECURITY- Military vessels calling on the terminal(s) will provide personnel to assist facility security with the management of persons entering or leaving the terminal(s). A complete list of officers and crew must be provided to the Port upon arrival.

9.05 WEAPONS, AMMUNITION AND EXPLOSIVES- Any weapons deemed capable of causing mass casualty are not permitted on terminal(s). Ammunition and explosives are prohibited on the terminal(s) without proper permits, handling procedures defined and permission of the Terminal Manager.

9.06 PERSONS INTOXICATED- No persons who appear to be visibility intoxicated shall be permitted on the terminal(s). Persons found on the terminal(s) who are intoxicated shall be removed immediately.

9.07 SMOKING- Smoking is permitted only in designated areas of the terminal(s). Smoking is not permitted on terminal docks at any time per municipal code.

9.08 DRUGS AND ILLEGAL SUBSTANCES-The use or possession of illegal drugs or other substances on the terminal(s) is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

9.09 LIFEBOAT SUSPENSION AND LANDING SKIFFS- The suspension of lifeboats for purposes of vessel maintenance is prohibited. Vessels may only use landing skiffs for maintenance on vessels with the permission of the Terminal Manager.

9.10 RADIOACTIVE MATERIAL- The handling of radioactive material in any form is prohibited at the terminal(s) unless otherwise negotiated by the Port.

9.11 COMPRESSED GAS- Compressed gasses must be properly stored on the terminal(s) in designated areas as established by the Terminal Manager.

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9.12 HANDICAP ACCESS- The Port does not provide handicap access to vessels berthed at the terminal(s).

9.13 CONFINEMENT OF PASSENGER AND CREW- Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessels expense. The terminal does not provide terminal facilities for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

9.14 PUBLIC TOURS OF VESSELS- Public tours of vessels are not permitted unless by previous arrangement and permission of the Terminal Manager and in conformance with federal security requirements.

9.15 PARKING, SPEED LIMITS, SEAT BELTS- Parking is only permitted in designated areas as established by the Terminal Manager. Vehicles not parked in designated areas are subject to towing at the owners expense. The maximum speed for all vehicles on the terminal is 15 miles per hour. All vehicle operators and passengers are required to use seatbelts when on the terminal property.

9.16 LAYBERTHING- Vessel owner when layberthing vessels in inactive status shall inspect vessels regularly as specified by the Terminal Operator and such inspections and condition of vessel reported to the Terminal Manager. The Terminal Manager or his/her designee shall have the right to enter a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Terminal Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be subject to direction by the Terminal Manager to be removed from the terminal or removed at the owner's expense.

END OF TERMINAL RULES AND REGULATIONS

CITY OF VALDEZ, ALASKA

RESOLUTION #18-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-18 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 15-54 FORMERLY ADOPTING TERMINAL TARIFF NO. 100-16.

WHEREAS, the rules, regulations, and charges for the movement of cargo through the Port of Valdez are established through the Port Tariff; and

WHEREAS, periodically the rules, regulations, and charges need to be adjusted to ensure effective management of the facilities; and

WHEREAS, the Port of Valdez has revised the tariff and established terminal rules and regulations under professional and legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-18 shall replace Tariff No. 100-16.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. The attached Port of Valdez Terminal Tariff No. 100-18 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 15-54 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-18 shall be February 1, 2018.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of January, 2018.

CITY OF VALDEZ, ALASKA


Ruth E. Knight, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk





Legislation Text

File #: 19-0526, **Version:** 1

ITEM TITLE:

GreenPlay LLC. Master Plan Update December 2019

SUBMITTED BY: Nicholas Farline, Parks, Recreation & Cultural Services Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

GreenPlay LLC., was selected as the contractor of choice to develop the City of Valdez Parks and Recreation Master Plan.

Green Play, LLC. has completed their first phase of the Master and Strategic Planning process. This process was a huge success demonstrated by the number of individuals that attended the meetings and the amount of feedback received. Please see attached memo and December update from Teresa Jackson, Project Manager, Green Play, LLC.

Asset Mapping: GreenPlay conducted an asset mapping collection process from Oct. 15 to Oct. 17. The completed Asset Map will be included in the final draft of the Parks and Recreation Master Plan. A Valdez Atlas Map Draft was provided to the PRCS Director and Parks Maintenance Supervisor on 11/22/19. It is currently being reviewed and a phone meeting is planned for 12/11 to discuss with Green Play.

Community Input Phase: GreenPlay gathered input from the community, stakeholders, administration and PRCS staff during the week of Nov.4 to Nov. 6. *Please see the attached Valdez_Public Engagement Summary memo for total participation counts and for raw data collected from these meetings.

Survey Distribution: With data and information collected during the community input phase, GreenPlay will create a survey that will be mailed out to all households in Valdez. PRCS and City staff are currently reviewing the draft survey questions. The survey will likely be distributed during the first week of January 2020.

Project Name: City of Valdez Parks and Recreation Master Plan

GP Project Manager: Teresa Jackson

Date: December 8, 2019

What was accomplished last month:

- Public Engagement Summary Memo provided to project team and consultant team
- Survey draft provided to the Project team
- Initiation of inventory assessment
- Review of background materials provided by Valdez

What will be accomplished this month:

- Programs analysis begins
- Maintenance analysis begins
- Financial analysis begins
- Begin demographics profile
- Inventory assessment and LOS analysis begins

What was previously accomplished:

- Contract executed
- Startup documents delivered and reviewed
- Strategic Kickoff meeting held October 14, 2019
- Critical Success Factors developed and completed
- Public Engagement dates scheduled for November 2-4, 2019
- Preparation for Public Engagement completed
- Public Engagement conducted
- Site assessments conducted
- Public Engagement conducted November 2-4, 2019

Scope changes/Value added to date:

-

Input needed from client or others:

- Survey edits

Other information/issues/concerns:

Schedule Status

- Project on schedule

Percent project complete as of November invoice: 29%

	<u>% Comple e</u>
<u>CONSULTING SERVICES</u>	
TASK A	
Project Coordination Strategic Kick-Off and Determination of Critical Success Factors	100%
TASK B	
Public Engagement	80%
Statistically-Valid Survey	10%
TASK C	
Inventory and Level of Service Analysis	40%
TASK D	
Action/Implementation Plan and Financial Analysis	0%
TASK E	
Draft and Final Plans, Presentations, and Deliverables	0%
Subtotal Fees	26%
<u>PROJECT REIMBURSABLE EXPENSES</u> <i>(attach receipts)</i>	
TOTAL CURRENT BILLING	26%

Memo to: Nick Farline, Director

CC: Teresa Penbrooke, GP Principle in Charge
Dave Peterson, GP GIS Manager
Keri Konold, GP Project Consultant
Jake Jorgenson, RRC Senior Research Analyst

From: Teresa Jackson, Project Manager, GreenPlay, LLC

Date: November 8, 2019

Subject: City of Valdez, Parks and Recreation Master Plan

Focus groups, stakeholder interviews and a public forum were conducted during November 4-6, 2019. These meetings were held throughout the City. The goal of these sessions was to gather information that would guide the development of the parks and recreation needs assessment community survey. Participant contacts included:

- Users/community members (84) (6 under the age of 16)
- Parks and Recreation Commission Members (9)
- Department Staff (8)
- City Manager (2)
- City Council (4)

A summary of responses follows. Responses are not prioritized. It should be noted that some participants chose not to respond during the sessions.

How long have you been a resident of the City of Valdez?

- (23) <5 years
- (18) 5-9 years
- (25) 10 – 19 years
- (25) 20+ years
- (0) not a resident, but uses facilities and services, and participates in programs

What are the strengths of the City of Valdez Parks and Recreation System?

1. Availability and variety of facilities**
2. Youth programs and facilities are valuable because they have a safe place to visit*
3. Free access***
4. Winter trail maintenance
5. Span different ages with programs
6. Good awareness of wanting to make Valdez services better
7. Balance of indoor and outdoor programs and facilities
8. Staff does a good job getting people into programs/managing the programs
9. Strong winter trail system**
10. Facilities
11. Mineral Creek Trails
12. Hogs Back Mountain trails
13. High quality facilities for size of community*
14. All subdivisions have a park*
15. Variety of services provided**
16. Geographic setting of city

17. Easily accessible
18. Unbelievable skate skiing/groomed trails
19. Epic snow
20. Investment in winter maintenance and grooming
21. Surrounded by public use land
22. Well-maintained facilities and restrooms clean and user-friendly
23. Large funding from community organizations
24. People in the community
25. Flexibility of parks staff, easy to work with
26. PR works well with schools (pools, rock climbing wall)
27. Work well with volunteers (SWAN)
28. Low-cost/free programs*
29. Variety of activities for abilities, ages (i.e., movement)
30. Quality employees
31. Not overcrowded
32. Strong support from local government
33. "Do you own butter" at movie theater
34. High-end facilities for the size of the town
35. Plenty of natural resources**
36. Marcy
37. Valdez is attractive to visitors
38. Indoor programs
39. Transition between seasons is strong
40. Trail system and year-round use*
41. XC system*
42. Department is focused on community needs and adjust
43. Proactive rather than reactive
44. Facilities for use by transient population
45. Responsive to requests by residents
46. Broad range of activities for families*
47. Good use of recreation center

What are the weaknesses that need to be addressed through the Parks and Recreation Master Plan?

1. Shoup Trail maintenance out to Gold Creek
2. High school trail needed (behind high school)
3. Visitors don't know what Valdez system has to offer (could work with visitor's bureau)
4. Community engagement
5. Lack of consistent standards amongst all local organizations/providers
6. Youth program sign-up has to be done in-person
7. Public restrooms at trailheads aren't always accessible
8. Facilities that are accessible during the daytime (need a daytime gym)
9. Developing the trail potential in the area (i.e., Hogs Back)
10. Maintaining existing trails (i.e., Shoup)
11. Planning (and "what's happening") calendars from community orgs are not coordinated (communication for scheduling the shared facilities)**
12. Majority of visitors are seniors and there is no access to sights beyond Valdez
13. Lights on racquetball court need fixing
14. Summer trail maintenance could be better
15. Need restroom & trash at Glacier Lake* and Robe Lake (formalize/manage these areas)**

16. Amenities (restrooms, trash cans) aren't available in-line with season
17. No community liaison between different groups in the city and coordinator to pull things together (no city liaison to work with outside groups)*
18. Certain facilities are weather vulnerable at (i.e, Ruth Pond and Salmonberry Ski Hill)
19. Losing the ice rink
20. No covered playgrounds
21. Lack of indoor facilities for when the weather is inclement
22. No pump track
23. No separate gym
24. No facilities for mountain biking; no skills park (with fat tire biking becoming more popular)
25. Underutilization
26. Need more/better signage for visitors to explain what's motorized/what's non-motorized
27. Need more community races (i.e., runs, biking)
28. Signage at Glacier Lake for danger of ice
29. Sledding hill has trees at base of Mineral Creek are a hazard
30. No winter camping
31. No bike path from Dayville to water falls/Keystone Canyon; on-road access
32. No tent camping outside of parking lots
33. Hiking trails (south side) at Robe Lake
34. Boardwalk to support shore excursions
35. Bridal Veil Falls improvements
36. Lack of advertisement of ski opportunities
37. Marketing of programs and facilities
38. Environmental-outdoor education opportunities (expansion of)
39. City is basically caring for unfunded state parks
40. More artificial outdoor opportunities for climbing activities
41. Opportunity to partner with non-city organizations (for communications, standards, programming, eco development, etc.)****
42. Unclear programming roles between organizations (lots of asking the city for help)*
43. Lack of gym space (competing uses of facilities and rec center is small)**
44. Lack of ice rink
45. Staff turnover
46. All restrooms were closed during recent 5K race
47. Keeping budget constraints in mind
48. Succession planning for Marcy's position
49. Lack of adequate staffing on maintenance side; balance of staff between maintenance and programs staff
50. Dog waste in parks
51. Community awareness of what's state land and what's city land
52. Communication about programs and other general matters like cancellations*
53. Lack of staffing can cause cancellation of programs
54. Have to be well-bodied to use most amenities (lack of services for people needing adaptive programming)
55. Accessibility
56. Managing the archery range is used as a dump site; have a plan for managing this parcel
57. Can't reserve the shooting range
58. Lack of coordination between those who are providing programs

What additional recreational activities do you feel should be offered by the City of Valdez that are currently not available?

1. Outdoor climbing facility – artificial walls
2. Shoup Bay trails maintenance
3. Pump track/trails
4. 5K races (for all ages)
5. Open swim* (at night)
6. Special events
7. Real ski lift at Salmonberry Ski Hill*
8. Long distance hiking and backpacking
9. Ice skating*
10. Hockey*
11. Soccer
12. Long distance kayaking
13. Bowling
14. Jet skiing
15. Indoor walking track/course
16. Disc golf*
17. Non-rigorous exercise classes
18. Social programs
19. Challenge course
20. Bocci ball
21. Biathlon
22. Sailing
23. Outdoor skills for all ages* (i.e., winter camping, avalanche awareness)
24. X-terra challenge races
25. Intergenerational programs
26. White water introductory classes
27. Roll clinic for kayaking at a pool
28. Snowshoe races
29. A framework for organizing these things
30. Visual/cultural arts programs
31. Movie nights for younger adults (beer and food)
32. Intro clinics and classes
33. Mountain huts
34. Interpretive signage
35. More accessible nature walks (ex: boardwalks which need to consider high tides, Seldovia)
36. Moorings to expand access
37. Volunteer program
38. Robe River Park and Corbin Creek playground is due for replacement
39. Incentives to complete physical activities (i.e. 300-mile club); formerly in partnership with SWAN

What new or improved recreational amenities would you like to see available?

1. Solar bike trail (ex: Norway)
2. Disc golf course
3. Indoor recreation center with courts, gym, pool, walking track, lots of programs***
4. Connect trails (i.e., terminal to Mineral Creek)
5. Use the structure at Kelsey Dock better
6. Accessibility for seniors
7. A more appropriate swim platform (besides Kelsey Dock)
8. Walking track
9. Lighted trails
10. Dike Trails
11. Bird Sanctuary Trails
12. Ice rink (indoor/outdoor, covered, sheet of ice)***
13. Overnight parking facilities at kayaking ramp/launch
14. Trail access
15. Covered tennis courts
16. Real ski lift
17. Valdez moto-x track maintenance
18. Mineral Creek Trail amenities such as a covered area for resting and hanging things, restroom, warming hut
19. More motorized trails as well as signage at these
20. Signage for motorized/non-motorized and trail etiquette
21. Looped trails for motorized trails
22. Utilize Mineral Creek Trail in summer for mtn biking
23. More creative playgrounds
24. No gravel playground pads
25. Upgrade shooting range
26. Add shooting sports facilities
27. Bike path from Alpine Woods extended to Keystone Canyon***
28. Saltwater pool
29. Improve single track trails (make more accessible for mtn biking)
30. Fat tire bike stands
31. Signage at trailheads with pertinent information
32. Shoup Bay Trail** needs rebuilding (with heavy equipment)*; 1st section is getting degraded; maintain 1st section as ADA accessible; 2nd section as single-track
33. Trails need to be big enough to be machine maintained
34. Use snow lots as community gardens in summer
35. Pickleball courts
36. Indoor gym** (that's not a part of the school system)
37. Kayak racks
38. Fencing around the existing community garden
39. Covered picnic areas
40. Bigger dog park/another dog park
41. Ski trails at Mineral Creek
42. Indoor playground
43. Waterfront walk with interpretive signage
44. Sea Otter RV park (now has garbage)
45. Ski resort
46. Better use park behind fire station for year-round activation (South Barney Meyring Park)

47. More trails
48. Access to CVEA hydro power project area (Allison project)
49. Trail to "Area 51" (west of Solomon Lake)
50. Year-round restrooms at facilities
51. More garbage receptacles along trails/trailheads
52. Kids' fishing access/platform at Ruth Pond
53. Mountain biking trails (single track and more level trails)***
54. Tent camping sites (at Sea Otter)
55. Indoor bouldering/climbing**
56. Increased designated outdoor climbing**
57. Motorized track nearer to town
58. Access, and trail to and at, Sea Otter
59. Alcohol permits at facilities
60. Improvements at Robe Lake* (water flow, restrooms)
61. Pump track (activities for young/beginning bikers)
62. Outdoor fitness trail at the Waterfront

Are there any portions of the City of Valdez that are underserved?

1. Elderly/seniors**
2. Homebound
3. Middle school summer programs*
4. People without vehicles*
5. Programs for 20-30-year-olds*** (ex: Coast Guard)
6. Residents beyond Dayville
7. People who live farther outside of town
8. Bike trail from Dayville to Keystone (for people who live in this area)
9. Pre-schoolers
10. 0-3-year-olds* and 0-5 year-olds
11. Dogs
12. People who work
13. Alpine Woods neighborhood
14. People experiencing disabilities
15. Younger Coast Guard members
16. Non-outdoor recreational enthusiasts
17. Neighborhoods by airport
18. Beginning skiers
19. Single parents with children
20. People experiencing depression

How do you believe the needs and initiatives identified in the Master Plan should be financially supported?
Focus on identifying which should be run by PR and which should not (partnership opportunities)

1. Contractors
2. Setting fees to off-set costs*****
3. Use existing funds
4. Resident/non-resident fees*
5. Scholarship program
6. Fundraising
7. Have a pass to facilities for residents (such as the pool or the ski hill) *
8. Stop planning and act

9. Provide \$1M additional general fund/year for operations so city can invest in the future of the city
10. Seasonal sales tax that at least a portion of which goes to P&R*****
11. Tax*
12. Need to consider O&M costs so that when oil runs out these things can be paid for
13. Build more sustainable facilities
14. Work to bring people to Valdez
15. Changes to tax structure
16. Bolster recreation services now so that when oil-based funding is no longer as reliable
17. Long-term plan to move to a scaled fee system
18. Work strategically alongside public to determine long-term projects
19. Grants** (ex: USFS)
20. City-wide volunteer corps/volunteers* (ex: trail maintenance)
21. Fees waived for volunteers after so many hours met
22. Community service of high school students (requirement to graduate)
23. Economic development funds
24. Should be subsidized but not free
25. Creative partnerships
26. Don't duplicate services
27. Redirect revenues back into the program/facility

Who are the key partners and stakeholders in the community with regards to assisting with the Parks and Recreation Master Plan?

1. Create a stakeholder list of potential partners
2. Coast Guard***
3. Prince William Sound College – Health and Fitness Center*
4. Snow machine Club**
5. Valdez Adventure Alliance**
6. Valdez Native Tribe Association*
7. Alyeska***
8. Providence Medical Center**
9. Avalanche Center
10. Fish processing company seasonal employees
11. Schools***
12. Public radio station
13. State politicians
14. Department of Transportation – Mineral Creek
15. Bureau of Land Management
16. High School A/V students
17. State of Alaska
18. Adjacent landowners
19. Native corps*
20. Recreation businesses
21. City Council
22. Exxon Valdez Oil Spill
23. Museum*
24. Book clubs
25. Utility companies
26. Edison Schouest
27. Copper Valley Community Foundation

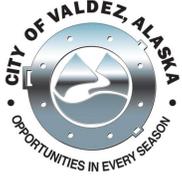
28. Eagles
29. Elks
30. Free Masons
31. SWAN (Sound Wellness Alliance Network) **
32. United Way*
33. Other City Departments
34. Police Department
35. Pioneers of Alaska
36. Corporate businesses
37. Hotels
38. VCVB Arts Council
39. Community service organizations
40. University of Alaska Anchorage
41. Cruise ship operators
42. VCVB could connect with cruise ship operators
43. Little League

What are the key issues and values that the City needs to consider moving forward?

1. Healthy lifestyles
2. Community engagement
3. Education
4. Sustainability (take care of what we own)
5. Fiscal sustainability***
6. Human sustainability*
7. Cost of ongoing maintenance costs
8. Healthy lifestyle choices
9. Community investment in citizens
10. Provide stairway to achieving standards
11. Compromising with one another
12. Long-term budgetary impacts
13. Access (financial and physical) to what Valdez has to offer*
14. Stewardship of natural resources
15. Integration of all residents
16. Attract new residents and businesses
17. Maintain a broad focus on recreation opportunities
18. Take advantage of existing facilities
19. Opportunities for all people regardless of age and abilities
20. Staffing adequately*
21. Not relying on volunteers
22. Inclusion
23. Climate change (considering it as an impact to trends)
24. User groups and numbers (quantifying need)
25. City Council can vet decisions better by better understanding the impacts of decisions
26. Diversification of the economy
27. Supporting working together
28. Accessibility and equity
29. Environmental impacts
30. Remembering that not everything should be centered downtown
31. Feature and value parks and recreation services in economic vitality*

Other comments/suggestions/feedback?

1. Performance measurement system for programs and facilities (i.e., monitoring use)
2. Make it easy to make payments for services
3. Need a community calendar for city, businesses, and anyone else to post events, programs, etc.
4. City can use volunteers better; Need to train volunteers
5. Nice, safe community and quality of life isn't found many places in AK; PR plays a role in making this happen and helps keep people here
6. The City should consider PR more as an equal partner with other City Departments
7. Incentivize play and connectedness
8. State is retracting management of state lands
9. Map out the providers and find ways to partner
10. Need a community calendar (possibly with radio)
11. When working with the city to get things done barriers exist (i.e., liability concerns, planning for events)
12. Coast Guard makes up about 10% of population; 125 active duty plus families; parks help improve morale)
13. Tent camping at Gold Fields Sports Complex
14. Alyeska settlement is going to be renegotiated
15. Cost recovery exercise
16. University of Alaska Anchorage is a nearby property owner



Legislation Text

File #: 19-0525, **Version:** 1

ITEM TITLE:

City Manager Report 12/17/2019

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

The following is a detail of my activities for the past two weeks:

- Began developing recommendations for scope of services on Lowe River improvements to be presented to Mayor's Flood Task Force on December 18, 2019.
- Conducted evaluations with two Directors.
- Held kick off meeting for pay plan implementation.
- Completed Webinar on ICS 700 course.
- Attended film on early childhood education at the Valdez Civic Center.
- Wrote City Manager's message for budget book.
- Attended Coast Guard's monthly breakfast.
- Discussed City Code related to lease of City property with City Clerk and interim Planning Director and planning staff.
- Attended VCVB meeting.
- Attend Parks & Recreation Commission Work Session with City Council.
- Discussed Woodside RFP with staff (would like to bring to Council in conjunction with housing study).

- Conducted interviews via SKYPE for Planning Director position.
- Attended Planning Commission meeting.
- Meet with Ruthie Knight, Director of Valdez City Schools home school program.
- Worked with City Attorney on filing comments with RCA on Hilcorp's acquisition of BP's assets in Alaska.
- Attended conference call with AML Executive Director on Ferry service statewide.
- Attended employee Christmas party.

Two items of note:

Several questions were generated via social media regarding the VPD being provided information (voluntarily) from citizen's Ring video systems. Chief Hinkle and Deputy Clerk/PIO Allie Ferko did an excellent job communicating details of this service to the public.

The Fire Department responded to a structure fire on Sunday, December 8th. Chief Raynor can provide more details if Council members have questions.

My scheduled activities for the next two weeks include:

- Attending Mayor's Flood Task Force meeting to discuss scope of engineering services on Lowe River flood control.
- Attend drill at SERVS in cooperation with Alyeska.
- Continue ICS training.
- Continue working with Planning Department and Clerk on modifying current code related to leases of City property.
- Continue meeting with committee discussing implementation of pay plan.
- Make offer of employment for new Planning Director.
- I will be taking a few days off between Christmas and New Years to spend time with son visiting from Kansas.



Legislation Text

File #: 19-0527, **Version:** 1

ITEM TITLE:

Council Calendar - January 2020

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Council calendar for January 2020 attached for reference.

January

2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 HOLIDAY	2	3	4
5	6 7pm – Ports & Harbor Commission	7 7pm City Council Meeting	8 5:15pm – Library Board Meeting (@ Library) 7pm – Planning & Zoning Commission	9 7pm – VPD Town Hall (Neighbor app by Ring demo & public education)	10	11
12	13 6:30 pm – School Board	14 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks & Rec Commission	15 Noon – Flood Task Force Meeting 7pm – Economic Diversification Commission	16 6:30pm – VMHA Board Meeting (@ Museum) 7pm City Council Work Session (Proposed New VMHA Building)	17	18
19	20 HOLIDAY 7pm – Ports & Harbor Commission	21 7pm City Council Meeting	22 7pm – Planning & Zoning Commission	23	24	25
26	27 Noon – Beautification Task Force 6:30 pm – School Board	28	29	30	31	

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Updated 12.10.19

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.