

City of Valdez Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and BELL AND ASSOCIATES ("Consultant") is effective on the day of 2024.

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

Project: Survey of ADL 234033 Contract No.: 2273 Cost Code: 001-5500-43400

Consultant's project manager under this agreement is Werner Macedo.

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

City's project manager is Paul Nylund.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

- 3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).
- 3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement by December 31, 2025. Work shall proceed in accordance with the schedule set forth in Appendix A.

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ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

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

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

ARTICLE 6. Appendices

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

| <u>Appendix</u> | <u>Title</u> |
|-----------------|-----------------------|
| A | Scope of Work |
| В | Basis of Compensation |
| C | General Conditions |

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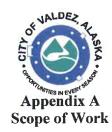
Cost Code: 001-5500-43400



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

| BELL AND ASSOCIATES | CITY OF VALDEZ, ALASKA |
|--|--|
| Signed by: | APPROVED: DocuSigned by: |
| Werner Macedo | John Douglas |
| Authorized Signature | John Derughas, City Manager |
| Werner Macedo | 10/1/2024 8:08 PM AKDT |
| Printed name | Date: |
| Date: | |
| Title: | ATTEST: |
| FEDERAL ID #: | Sheri L. Pierce, MMC, City Clerk |
| 801 w Fireweed Ln. # 201 | Date: 10/1/24 |
| Mailing Address | THE PARTY OF THE P |
| Anchorage, AK, 99503 | RECOMMENDED: |
| City, State, Zip Code | kate Huber Kate Philiper, Planning Directory |
| | Date: 10/1/2024 7:48 PM AKDT // 1901 |
| Signed by: | |
| Chris Burt | APPROVED AS TO FORM: |
| Signature of Company Secretary or Attest | Brena, Bell & Walker, P.C. |
| 10/1/2024 9:42 AM AKDT Date: | - Ow |
| | Jon S. Wakeland |
| | Date: 1/1/24 |

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BASIC SERVICES

Provide all professional services necessary to provide the City of Valdez:

The scope of work is more specifically described in the attached statement of qualifications dated <u>June 14th, 2024</u> and cost estimate dated <u>September 9, 2024</u>, which are incorporated herein by reference.

Appendix B Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$59,044 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

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I. Definitions:

<u>Basic Services:</u> The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

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

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

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

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

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

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

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

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

<u>Subconsultant:</u> Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. Information and Services from Others:

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

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service

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III. Indemnification

services provided are adequate.

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

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

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

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

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

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

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

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

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

VI. Changes:

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

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the

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Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

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

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

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

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

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

Agreement for Professional Services Project: Survey of ADL 234033 Contract No.: 2273

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possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.

- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

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

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

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

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

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

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

Agreement for Professional Services Project: Survey of ADL 234033 Contract No.: 2273

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XVI. Governing Laws:

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

XVII. Minimum Wages:

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

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City of Valdez Contract Release Page 1 of 2

The undersigned, <u>BELL AND ASSOCIATES</u>. for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

Project: Survey of ADL 234033 Contract Number: 2273

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

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales*, *Ltd. v. Mapco of Alaska*, *Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.

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| IN WITNESS WHEREOF, I have her 20 | eunto set my ha | nd and seal | thisday of, |
|--|----------------------------------|-----------------------------|---|
| | | | COMPANY |
| | | | SIGNATURE |
| | | | TITLE |
| STATE OF ALASKA |))ss. | | |
| THIRD JUDICIAL DISTRICT |) | | |
| THIS IS TO CERTIFY that on this for the State of Alaska, personally app | | | , before me, Notary Public in andof, known to me to be its |
| RELEASE and knew contents thereof that he signed the same freely and volve was duly authorized to execute the for corporation. | to be true and cuntarily for the | correct to the uses and pur | that he has read this foregoing best of his knowledge and belief, and |
| WITNESS my hand and no | otarial seal this | day o | f, 20 |
| | Ĩ | Notary Publi | c in and for Alaska |
| | ī | My Commis | sion expires: |

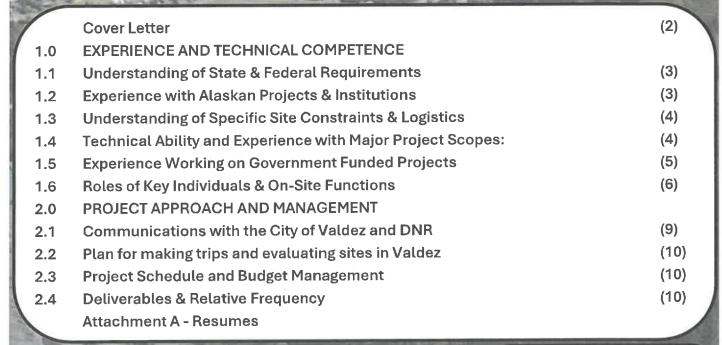
STATEMENT OF QUALIFICATIONS

ADL 234033

MINERAL CREEK TRAILS

COOPERATIVE RESOURCE MANAGEMENT AGREEMENT AREA (CRMAA)

AS-BUILT & RECORD OF SURVEY



CONTACT: Brad Rinckey, PLS 907.230.7724 brinckey@bellalaska.com



801 West Fireweed Ln, Suite 201, Anchorage, AK 99503 907.274.5257 | 907.743.3480 www.bellalaska.com

Date: June 14th, 2024







Cover Letter

F. R. BELL & Associates, INC (BELL) is pleased to present the City of Valdez with our Statement of Qualifications for the completion of the Mineral Creek Trails Cooperative Resource Management Area (CRMAA) As-Built and Record of Survey. BELL is an employee-owned consulting firm operating in Alaska since 1974. Our team of professional engineers and surveyors serve as both prime and sub consultants on projects in Alaska and abroad, including federal, state and local governments, commercial, industrial, private, and oil and gas. Our main office is in Anchorage, and we also have an office on the North Slope of Alaska in Prudhoe Bay.

During peak season, we maintain a staff of more than 40 engineers, surveyors, technicians, and support personnel to provide land and construction surveying, utility engineering, transportation engineering, land-use planning and development, engineering, 3D-laser scanning, Ground Penetrating Radar (GPR), and unmanned aerial surveys (drones). We have embraced cutting edge technology on all our projects. These technologies not only improve the quality of data, but also reduce costs significantly.

Founded in 1974 by F. Robert BELL PE, PLS and John Herring PLS, our company was among the first contractors to work on the Slope for Alaska's growing oil industry. We have provided these services for Husky Oil (1978-1984), ARCO/BP/Hilcorp in Prudhoe Bay (1976-present), as well as Kuparuk (1978-1985), Conoco/BP/Hilcorp in Milne Point (1979-1985, and at present), and Exxon in Pt. Thomson (1980 – present). We have also provided services for these organizations and others elsewhere on the North Slope as well as in Russia, Korea, Canada, and others.

Bell maintained an office in Valdez as the Alyeska Pipeline survey contractor for 10 years, and we are very familiar with the environmental and logistical challenges that operating in Valdez presents. We also have extensive experience completing Alaska State Land Surveys, government funded projects, and Record of Survey projects. Our experience in these areas ranges from the smallest one-acre projects, to enormous platting, right of way, and land development surveys.

Our familiarity with remote sites and cities within unique Alaskan geography is one of the contributing factors of our sterling safety record. We take safety seriously, especially given Alaska's extreme conditions. We have not had a lost-time accident in over 20 years, nor have we had a recordable accident since 2005. Having a great safety record has also made BELL a great place to work!

At BELL, our expertise lies in our people and our culture. We provide our clients with solution-based design, permitting, surveying, engineering and construction management services. Services that result in effective solutions in both the short and long term. By working closely with clients at every stage of a project, BELL has developed a strong sense of professionalism and created a fun place to work in Alaska. It is the policy of the firm to prohibit discrimination against its employees because of age, sex, race, color, religion, physical handicap, national origin, creed, citizenship, marital status, Vietnam era or disabled veteran status, sexual orientation, or any status or characteristic protected under federal, state, or local laws.

We are pleased to offer the City of Valdez the best service possible for the completion of this project, and look forward to delivering a quality product in a timely and cost effective manner. Thank you for your consideration.

Bradford Rinckey, PLS

Senior Survey Manager (907) - 230 - 7224





BELL understands that the objective of this project is to perform an as-built and boundary survey to create a Record of Survey to support the Mineral Creek Trails Cooperative Resource Management Agreement Area (CRMAA). The City of Valdez is seeking professional surveying services to satisfy the requirements of the survey instructions issued by the Department of Natural Resources Division on Land, Minerals, and Water (DNR) for ADL 234033. To satisfy the Record of Survey requirements, the scope of work includes the survey of the CRMAA boundary (encompassing approximately 80 acres); over 2 miles of the Mineral Creek Trails system; and Mineral Creek Road and the ordinary high water of Mineral Creek through the CRMAA.

The ownership of the land will remain with the DNR while the agreement will transfer the management and maintenance to the City of Valdez. This will ensure the trails will be cared for and enjoyed by the residents of Valdez and visitors for generations to come.

This project is unique in that it will require coordination with two government agencies. Special attention must be given to ensure that each agency's terms, policies, and procedures are followed.

The qualified surveying firm hired by the City of Valdez must have the experience and know-how to recover and establish the boundary, define the Right-of-Way (ROW) along Mineral Creek Road, as-built the Mineral Creek Trails, and capture the ordinary-high-water (OHW) of Mineral Creek. Field efforts are expected to result in a final plat issued to both DNR DMLW & the City of Valdez drafted in accordance with DNR standards.

The following sections detail our qualifications for performing the requested work.

1. - Experience & Technical Competence

1.1 - UNDERSTANDING STATE & FEDERAL REQUIREMENTS

BELL has a 50-year history providing professional surveying services in Alaska in accordance with state and federal laws and regulations. As a company, BELL holds a current Alaska business license. Our surveyors are also licensed in Alaska to provide surveying services. It is our principle to carefully follow the laws and regulations where we practice professional surveying. We understand the importance of licensure and engage in continuing education as required for licensure renewal. In fact, our project manager, Brad Rinckey PLS, is currently serving a four-year term on the Alaska State Board of Registration for Architects, Engineers, and Land Surveyors.

The surveying services provided to the City of Valdez and DNR will be conducted by Werner Macedo, PLS. Werner is licensed to practice Professional Land Surveying in Alaska. He has 16 years of experience conducting Alaska State Land Surveys, Record of Survey, American Land Title Association surveys, and boundary surveys all in Alaska. Werner is also a Certified Federal Land Surveyor (CFedS) which demonstrates his knowledge and qualifications to

conduct surveys in or near Federal interest lands. As a certified CFedS, Werner possesses an enhanced knowledge of thorough research practices; boundary law and title examination; survey evidence analysis; lost corner restoration; water boundaries; and the Public Land Survey System.

Conducting boundary surveys and Records of survey is not new to BELL and our proposed team. We have completed many over the years. We will deliver a final plat with associated work products to the City of Valdez and DNR in accordance with state and federal laws and regulations; professional land surveying standards; and DNR's survey instructions.

Additionally, having worked on many federally-funded projects, BELL is registered with the System for Award Management (SAM) and the Invoice Processing Platform (IPP). We are ready to provide proof of our current Alaska business license and our land surveyor's professional certifications and licenses to practice in Alaska, when requested.

BELL's proposed team has successfully provided Records of Survey for projects across Alaska, many of which are similar in size and scope to this project. The following section details two of these projects, and we highlight the similarities to the work required for ADL 234003.

1.2 - EXPERIENCE WITH STATE PROJECTS

Alaska State Land Survey 2016-25 Deadhorse, Alaska (2020)

In 2020, BELL provided professional land surveying services to conduct Alaska State Land Survey 2016-25 to facilitate the issuance of a public and charitable lease to the North Slope Borough. The project included the surveying and platting of a 62-acre reservoir located west of the Sagavanirktok River in Deadhorse, Alaska. The scope of work consisted of creating a parcel that surrounded the reservoir and its appurtenances from a larger parent parcel owned by the State of Alaska. Tasks included conducting monumentation; research: recovering previously surveyed lines; conducting an as-built survey of the reservoir; re-stablishing previously surveyed lines; setting primary and secondary monuments; preparing a plat; and following the subdivision process with DNR and the North Slope Borough.

As a unique feature to this survey, BELL had to establish the boundary between the Sagavanirktok (Sag) River and ASLS 2016-25 by determining the original (naturally unaltered) ordinary high-water line of the Sag River. To determine the original high-water line, we researched historic maps and aerial imagery and compared them to the surveyed ordinary high-water line to determine if fill had been placed in the riverbed to change the original boundary.





Brad Rinckey and Werner Macedo worked together to ensure the survey met all the State of Alaska and North Slope Borough regulations and requirements, and Werner and Vivian Santiago worked together to draft and to produce the final plat meeting DNR standards. The plat was successfully recorded as Plat # 2021-1 in the Barrow

Record of Survey: EPF 20220003 Big Lake, Alaska (2022)

Recording District.

In 2022, Brad Rinckey and Werner Macedo worked together with the DNR and Matanuska Association's (MEA) Right-of-Way agent to develop the Record of Survey instructions for as-builts of multiple submerged, cross-lake and shoreland loop cable installations of existing and proposed electric lines within State managed shorelands. This collaboration between BELL, the DNR, and MEA was paramount to the success of these projects. At the time, there were no established survey instruction requirements for Record of Survey of cross-lake cable installations. After all parties agreed upon established survey instructions, Brad and Werner worked on planning the surveys from beginning to end, which included record's research, scheduling, surveying, drafting, and finalizing the deliverables.

During the research phase, Werner analyzed record plats; BLM plats and notes; and existing easement descriptions. This was done to create a basemap of the project area so we could identify the monuments needed to retrace boundary lines and to draft the easements. The next step was to coordinate the utility locates and to conduct the survey. John McKiernan and Mat Malnoske conducted the survey under Werner's and Brad's supervision by recovering/establishing project control; recovering boundary monuments; surveying the Ordinary High Water; as-builting the submerged electric lines; and surveying manmade and natural features within 50 feet and 100 feet of the easement boundaries. Surveying the Ordinary high water was of extreme importance on these surveys because they would establish the boundary between the utility easement on the shorelands and the uplands.

Post-survey, Werner mapped the improvements and designed an easement centered on the submerged electric lines. The product was a Record of Survey plat in accordance with survey instruction. Brad conducted a completeness and quality check before submitting the preliminary plat. After addressing the comments from DNR, BELL produced and signed a final plat on mylar.

1.3 - SITE CONSTRAINTS & LOGISTICS

Decades of experience working in Alaska has led to surveying in all degrees of terrain and weather in both urban and rural settings. Our proposed team has the background and knowledge to complete this project successfully and safely. During 2004-2014, BELL had an office in Valdez as part of the Alyeska Trans-Alaska Pipeline System survey contract. We are intimately familiar with the weather, constraints, and logistics that apply to working in and around Valdez.

One of the challenges to conduct this survey in an efficient, cost effective, and timely manner is to safely manage the weather conditions in Valdez. We know Valdez experiences heavy rain and snowfall throughout the year. Flooding from storm events is a real threat in Valdez. We are aware of the historic flooding event during the fall of 2006 which damaged a significant stretch of the Richardson Highway. Managing the weather while planning and conducting the survey is of the utmost importance. Due to the heavy rain and snowfall, there are optimal times to conduct the survey, namely, during the drier months of May-August.

Another potential safety concern are encounters with Alaska's wildlife, particularly bears. Our crew members are trained in bear safety. We always carry bear spray, work in groups of two, and stay within sight of each other. In anticipation of spotty cell phone reception, our survey crews will also be equipped with a satellite phone and an inReach location device. The project area is also relatively large and contains dense vegetation and steep slopes. To speed up travel time, we will use 4-wheelers where allowed by state and local laws, and we will obtain any permits, as required. Since Valdez is in the road system, our crews will drive from Anchorage and bring all the necessary gear, including 4-wheelers. We are experts and planning, logistics, weather monitoring, on-site transportation, and access authorization to complete this survey.

One example where we safely surveyed in a remote location was for an ice road on the north slope conducted in January and February. The survey was located 35 miles from help. The survey required multiple survey crews, and the work involved close weather monitoring, creating a strict survey plan and schedule, and included safety gear so the crew could survive overnight should the unforeseen occur. The project was completed successfully under budget and without incident.

1.4 - MAJOR PROJECT SCOPE: ABILITY / EXPERIENCE

The following section includes two projects conveying directly relevant experience to the survey needs required for ADL 234033.

Alaska Tideland Survey (ATS) #1760 Prudhoe Bay, Alaska (2023)

In 2023, BELL was tasked with as-builting the West Dock Causeway and Seawater Treatment Plant (STP) on the Prudhoe Bay lease area. DNR was seeking to facilitate the issuance of a 25-year tideland lease of Tract A. Tract A is a **442-acre parcel** and its boundary was dictated by the natural meander of the mean high water. The field survey was completed by **Vincent Carlos** under the supervision of Kirstyn Draper, PLS.





We started by researching historical ATS and BLM surveys and survey notes to determine the original boundary and to create a map with the original monumentation. Primary and secondary monumentation was set as needed following the recovery stage. Old aerial photography plus the original surveys and notes were used to best determine this record delineation. Vincent utilized information from the tidal station at STP to survey the mean high water delineating the survey area. BELL management closely followed the surveying activities to ensure DNR survey instructions were followed.

After data collection, we were able to establish and delineate the state-owned accretions by comparing the original mean high-water line to the existing mean high-water line. **Vivian Santiago** drafted the preliminary plat.

To date, we have submitted a preliminary plat and are currently working with DNR to achieve a recorded final plat. Deliverables to DNR have thus far included the newly-set monumentation and photos, OPUS solution report, field notes, raw data, and a preliminary plat. Final deliverables will include a mylar copy of the final plat, and digital files of the CSV delimited point file, and final versions of .DWG and .SHP files.

Manh Choh Project Tok, Alaska (2022 - 2023)

For the last two years, BELL supported the construction of the Manh Choh gold mine located east of Tok, Alaska. The project involved the **development of all mine site facilities**, **infrastructure**, **and a 16.5-mile road** originating at the Alaska Highway. Difficult and treacherous terrain combined with ample wildlife in the summer and extreme cold in the winter made for a uniquely challenging work environment.

The initial steps were to recover and validate the project's survey control. In May 2022, **John McKiernan** successfully completed the monument recovery effort to complete the project's first milestone. After establishing primary control, John set 5/8" rebar monuments with 2" aluminum caps to establish secondary control throughout the project area.

To aid in the early construction efforts, John provided an as -built survey of the existing trails to provide the client with points of entry for mobilizing equipment up the mountainside. These as-builts were provided as a courtesy to our client and turned out to be very useful because they resulted in the redesign of many access roads resulting in cost-savings to the project.

One of our primary duties was flagging the clearing limits to establish the ROW for roadway construction. This was a challenging task because the access roads had a curvilinear alignment that followed the contours along the edge of the mountain in the presence of extremely dense brush, vegetation, and steep grades.

By the end of the project, John was supporting five separate construction crews by staking gravel roads, pads, ramps, ditches, culverts, pipeline corridors, and mining infrastructure including fuel islands, buildings, truck scales, and reservoir ponds. Additional responsibilities included providing as-built surveys of the existing electrical infrastructure for the tie-ins to the guard shack near the mine road entrance and the man camp within the Tok city limits.

John was supported by **Werner Macedo** throughout the two years. Besides providing support to John, Werner provided a wide variety of deliverables including working CAD files, as-builts, and surfaces for design and quantity takeoff purposes.

A lot of the project's success can also be attributed to **Brad Rinckey** for his logistical support and project management skills. To the satisfaction of our client, deliverables were completed on time and under budget, exceeding expectations.

1.5 - GOVERNMENT FUNDED PROJECT EXPERIENCE

BELL's proposed project team has previous experience providing surveying services to municipal, state, and federal agencies. In the following section, we discuss two projects which showcase directly relevant experience providing surveying services like those required for ADL 234033.

Kasilof River Area, Topographic & Control Surveys - Kasilof, Alaska (2015)

In 2015, the Alaska Department of Transportation & Public Facilities (DOT&PF) awarded BELL a contract to establish control, property boundaries, and conduct a topographic survey in the Kenai Peninsula's Special Use Area as part of an improvement project. The project's scope included surveying two 12-acre sites. The first site was located near the Lower Kasilof Drift Boat Takeout and the second site was located near the mouth of the Kasilof River.

Werner Macedo led the survey crew and completed the boundary survey to accurately define the subject properties. Monuments were recovered and surveyed to accurately resolve and establish all exterior lot lines. Due to the age of the subdivision, this required researching and surveying the surrounding properties.

After establishing the boundary, we surveyed 25 feet beyond the boundary to support the engineering design effort. The design survey also included all existing above ground infrastructure, underground utilities, and pipe inverts of existing culverts. When appropriate, we surveyed existing structures beyond the 25-foot limit when deemed necessary. Terrestrial Laser Scanning was used to capture the widely-varied topography of the site, which included tide channels, sand dunes, and various unique ground features.





engineers surveyors

When finished, **Vivian Santiago** combined the design survey of the topographic features with the boundary survey to generate a base map suitable for the design and development of the engineering plans. The base maps were developed in accordance with DOT&PF drafting standards.

The surveying effort and base map development were completed on schedule and under budget.

ASLS 2012-08: Municipal Entitlement Talkeetna, Alaska - (2018)

In 2013, the Matanuska-Susitna Borough (MSB) contracted BELL to provide surveying and platting services for Alaska State Land Survey 2012-08, containing approximately 3.5 acres of land located near Christiansen Lake in Talkeetna, Alaska for the purpose of facilitating the conveyance of title of State land to the MSB.

In preparation for the survey, **Werner Macedo** conducted rigorous research and the analysis of BLM plats and notes, right of way drawings, and adjacent subdivision plats. To define the boundaries of ASLS 2012-08, Werner and Mat searched and recovered record monuments that would help establish the boundaries of section lines, ROW, and subdivision boundaries. They also surveyed the ordinary high water of Christiansen Lake since a portion of ASLS 2012-08 is bounded by the lake.

To establish the section lines, the survey crew had to cover a large area searching for BLM monuments of record. The monumentation was tied to the survey by conducting a network adjustment on simultaneous GPS static observations. By employing a network adjustment on the static observations, BELL was able to achieve the relative positional accuracy required by the State. As part of the survey, BELL also marked the boundary corners with primary monuments and their corresponding accessories and Carsonite witness posts.

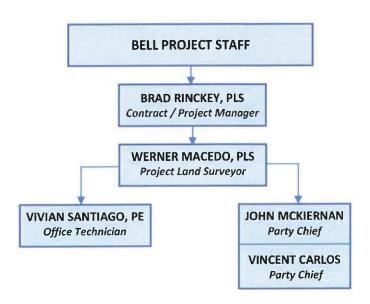
ASLS 2012-08 was also subject to a historical public access easement of record. During the survey, Werner and Mat surveyed a trail that led to the lake, which appeared to agree with the location of the public easement as shown on historical maps. However, the record legal description for the public easement lacked enough information to accurately determine its location. To validate the existing trail as the public easement, Werner had to research and analyze historical aerial imagery to correlate the age with the date of the recorded document that created the public easement.

Werner and **Vivian Santiago** worked together on the preparation of plat ASLS 2012-08 in accordance with DNR drafting standards. The survey was performed in accordance with the DNR survey instructions and the MSB platting code. The plat was successfully recorded as Plat #2014-5 in the Talkeetna Recording District.

1.6 - KEY INDIVIDUALS: ROLES & ON-SITE FUNCTIONS

BELL offers the City of Valdez a team that has over 80 years of combined experience. Under the leadership of Senior Project Manager Brad Rinckey, they have worked as a team for the past 6 years and have successfully completed projects of different scopes and magnitudes all over Alaska. The team BELL is offering was specifically chosen for this project because of their qualifications and experience successfully fulfilling the same role on similar projects. Aside from our team's experience and qualifications, our commitment to mentorship. camaraderie, collaboration. continuous improvement are additional qualities that make us a successful team. Additionally, Bell has the ability and flexibility to fulfill each of the positions with other team members should the unexpected occur.

Our team is presented in the following chart.



Brad Rinckey, PLS (11299) Contract / Project Manager

Brad has over 28 years of surveying experience in Alaska. For the last 18 years, Brad has served as a Project and Department Manager. Brad has supervised up to 18 staff members performing field and office survey tasks. Brad is sensitive to local cultures and traditions and has worked closely with local people and stakeholders with an interest in the project. Perhaps Brad greatest strength is his eye for detail. He has been responsible for all deliverables produced during that 18-year period and prides himself in providing the same quality survey products whether working on a small lot survey or a multimillion-dollar survey project. Brad will serve as the main point of contact under this contract.





Brad is an expert with organization and project logistics as he has simultaneously managed different projects throughout Alaska. Over half of our work is performed outside of Anchorage. Being able to successfully manage flight schedules, remote data transfer, transportation on site, lodging, and meals is required for the success of any survey project.

Being a good manager requires both excellent listening, and communication skills and Brad possesses them both. These skills have developed over his 28-year career, but he is especially skilled at listening to the clients' needs and effectively passing them down to the crew on the ground, giving the same level of respect to the client down to the beginning surveyor.

Generally, there are three items that are paramount to the client and stakeholders. Budget, quality work products, and schedule. In this project, successfully achieving these begins with meeting with the City of Valdez and the DNR and defining expectations. Brad will be sure to explain that while the City of Valdez is our client, we need to follow the DNR survey instructions and procedures. To help with this explanation, Brad will develop a comprehensive survey plan and schedule to complete the work. Once agreed upon by all three parties, Brad will develop a corresponding budget.

Progress reporting is essential to staying on budget and schedule. Brad will provide progress reports to the City of Valdez's Project Manager on the completion of certain milestones. Examples would be completion of field work, completion of the Record of Survey (ROS), submittal of application to DNR, and recording the ROS. Bell has Infocus Project Management Software which allows us to get real-time checks on the budget spent instead of waiting until monthly invoicing.

One project that required all the above-mentioned project management skills was the recent completion of the **Manh Choh Project** (as described in section 1.4 of this proposal). BELL provided multiple survey crews and provided survey services to construct 16.5 miles of roadway. It was a 2-year project and was successfully completed on time and under budget.

Werner Macedo, PLS (141895), CFedS Project Land Surveyor

Werner will serve as the project's licensed land surveyor of record. He has 16 years of experience in the industry, 14 of which while working for BELL. As the project's licensed surveyor, he will be the main point of communication between BELL and DNR's surveyor. Werner has completed many surveys on State land, including as-builts throughout his career and is familiar with the Record of Survey process and requirements for as-builts.

During the early phase of the project Werner will attend the kickoff meeting with the City of Valdez and the as-built planning meeting with the DNR Survey Section. Having completed numerous DNR plats such as ASLS 2016-25 and Record of Survey for EPF 20220003 (both described in section 1.2 of this proposal), Werner has intimate knowledge of the survey instruction requirements for DNR plats. Due to this frequent interaction and Werner's excellent stakeholder engagement, he has also built a good relationship with the DNR Survey Section staff. Based on this experience, Werner believes the As-built planning meeting will be go smoothly and will focus mainly on clarifying instructions specific to the boundary control and establishment of the boundary of the Mineral Creek Trails CRMAA. During this phase, he will also collaborate with Brad to define the scope and develop the schedule and budget.

Before the field survey activities are performed, Werner will conduct research of record plats and descriptions pertinent to the establishment of the boundaries of the Mineral Creek Trail CRMAA. These will include plats and notes of US surveys, BLM cadastral surveys, and subdivision plats. Werner has excellent research skills and is very thorough. Utilizing this information in conjunction with the survey instruction requirements, Werner will create a survey plan. The survey plan will be part of the field packet along with detailed field instructions, checklists, maps, plats, and aerial imagery. Werner will discuss the survey plan and field packet contents in detail with the field crews to ensure a clear understanding of the objectives, requirements, and deliverables before the field survey commences.

Prior to the field survey, Werner will also assess the adequacy of the existing 2023 City of Valdez aerial imagery with the intent to utilize it for the surveying of the trail system and its appurtenances. Based on his experience with the collection, processing, and production of georeferenced orthorectified aerial imagery, Werner believes the existing imagery will satisfy DNR's mapping-grade positional accuracy standards of +/- 3 meters. However, if post-analysis it is determined not to be adequate, then Werner will include an aerial survey mission to the survey plan. Werner is also a licensed drone operator and has produced several orthorectified images for use in asbuilts such as for Matanuska Electric Association Coronado design basemap,

During the execution of the survey, Werner will direct and manage the field activities, communicating daily with the field crews to provide guidance and instruction. John will be the lead party chief and Vincent will be the second party chief. Werner and John have worked together for many years under this structure and have successfully completed several surveys. Werner will also be conducting daily quality control checks on the field data and analyzing boundary evidence against the record to validate the monumentation found. Werner is a subject matter expert when it comes to analyzing boundary evidence





and resolving the boundary. His experience as a Certified Federal Land Surveyor (CFedS) is particularly beneficial to the survey of the Mineral Creek Trails boundary since most of its boundaries are determined by the retracement of US Survey boundaries and the subdivision of sections of the Public Land Survey System.

Post-survey, Werner will direct and manage plat preparation. Werner and Vivian have worked together on numerous DNR plat deliverables and are well versed in the DNR platting requirements and deliverable acceptance process. Most of the drafting will be conducted by Vivian, while Werner will provide guidance and perform quality control on each deliverable. This set-up has worked successfully on DNR projects such as ASLS 2016-25 (described in section 1.2 of this proposal) and ASLS 2012-08 (described in section 1.5 of this proposal). Due to their extensive DNR platting experience and quality assurance measures, Werner expects minimum red lines on the preliminary plat. In case any of DNR's red lines or comments require further clarification, he will communicate with DNR's surveyor to ensure a mutual understanding. After resolution of the comments, from both DNR and the City of Valdez, Werner will deliver the final plat and deliverables to both parties.

Vivian Santiago, PE, CESCL Office Technician

BELL is lucky to have someone as dynamic and talented as Vivian on the team. Vivian is a professional Civil Engineer and has over 20 years of experience in civil engineering design, but she has also been supporting BELL's surveying department for the past 10 years with tasks such as conducting research, processing data, and preparation of survey deliverables such as topographic and design maps, Records of Survey, plats, as-builts, plot plans, ALTA surveys, and other surveying projects. Vivian will be the survey office technician on this project and her primary role will be the drafting and preparation of the Record of Survey for ADL 234033. Vivian has intimate knowledge of the DNR drafting requirements and standards and has prepared several DNR plats such as ASLS 2016-25 (as described in Section 1.2 of this proposal) & ATS No. 1760 (as described in section 1.4 of this proposal). She has also drafted several other DNR plats including ASLS 2007-51, ASLS 2012-30, ASLS 2014 -49, and ASLS 2016-25 to name a few.

Vivian will work in close collaboration with Werner to produce the preliminary and final deliverables. Vivian is proficient with AutoCAD Civil 3D which she uses daily not only for her civil designs, but also for the completion of drafting of survey deliverables. Vivian will begin the drafting process by importing all the survey data and automated linework into a DNR Record of Survey drawing template which is preloaded with the DNR title block. She will then proceed into planning the paper layout by choosing an appropriate DNR drawing scale and determining the number of sheets that will be required to adequately show the information. Vivian anticipates that

due to the size of the project, 2 sheets will be required clear, and accurate provide a complete, representation of the Mineral Creek Trails Cooperative Resource Management Agreement Area (CRMAA). excellent lavout designing combination with the use of tables and details are key in the preparation of a plat that is well balanced and easy to read. After preparing the layout, she will proceed to draft the linework and making plat annotations ensuring that all the measurements, appropriate line types and weight, symbols, legend, and other DNR requirements are met. By applying her over 20 years of drafting experience, excellent organization skills, and attention to detail, Vivian will deliver a quality preliminary plat that conforms to DNR standards. Before submitting the preliminary plat to DNR and the City of Valdez, Werner will conduct a quality control check as part of our procedure. Upon approval for a final plat deliverable, Vivian will plot a full size mylar and will assist in preparing the other deliverables such as a final CAD drawing and GIS shape files, as well as a point delimited file of the survey data.

John McKiernan Lead Survey Party Chief

John will serve as the lead survey party chief. Since joining Bell in 2013, John has successfully fulfilled this role and completed various survey projects across Alaska. John possesses many qualities which make him ideally suited for this role including experience, leadership, and strong communication skills, which is why he is often assigned to lead projects with major scopes, such as our **Manh Choh Project** during 2022-2023 (described in greater detail in section 1.4 of this proposal).

John's many years of experience conducting field work throughout Alaska in all kinds of weather and terrains make him an asset in the planning and execution stages of this project. During the planning stage, John will provide valuable input which will help us develop the schedule and survey plan. He will also assist with organizing logistics and prepare the mobilization. John will oversee establishing project control and recovering boundary monumentation. He will also be the field survey lead. John's first field task will be to establish project control in an area suitable for a GPS base station. John has done this hundreds of times and Werner trusts his judgement in choosing a suitable location. His next step will be to recover survey monuments of record. Early in John's surveying career, Werner mentored John and transferred his knowledge and experience in retracing boundary lines and searching for monuments. This has been demonstrated through John's successful completion of several American Land Title Surveys (ALTA), known amongst surveyors as "the Cadillac of boundary surveys". To establish the boundary of the Mineral Creek Trails CRMAA, the survey crew will have to recover monumentation well past its boundaries. Some of the monuments needed are a few thousand feet away from







the trail system and located in dense, steep terrain. John's experience working in challenging terrains will be beneficial to the completion of this project in a safe and efficient manner.

To survey the Mineral Creek Trail System within the CRMAA. BELL plans to utilize the existing 2023 City of Valdez's survey of the trails. But, if it is determined that the aerial imagery does not meet DNR's requirements, John will conduct an aerial survey. John is an experienced licensed drone pilot and has conducted many aerial surveys with the same objective. While working at the Manh Choh project, he conducted aerial surveys almost daily as part of collecting asbuilt and volumetric data, as well to provide project progress updates through an aerial perspective.

Throughout the progression of the field survey, John will monitor progress and communicate daily with Brad and Werner to provide project updates and convey any concerns. He will also conduct daily field data quality control and he will back up and transmit the data to Werner.

Vincent Carlos, LSIT Survey Party Chief

Vincent will serve as the second party chief. He will be tasked with surveying the ordinary high-water line of Mineral Creek, the as-built survey of Mineral Creek Road, and if necessary, establish ground control for the aerial as-built of the trail system. Vincent has 6 years of surveying experience working on numerous projects throughout Alaska. During his 6-year surveying career, he has spent much of his focus on small to large scale design surveys under the direct supervision of a licensed surveyor. Through working these various projects, he has accumulated a vast knowledge of field procedures when it comes to data collection and understands what is required to deliver accurate and defendable survey products.

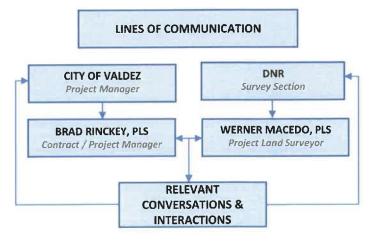
Vincent has conducted several design and as-built surveys such as the Fish Creek Trail Connection Project, Ship Creek Trail to Tony Knowles Coastal Trail Connection Project, and the Sterling Highway MP 44.5 to 58 Reconstruction ROW Mapping Project. This experience ties directly with his abilities to survey the Mineral Creek Road within the CRMAA. Vincent also has the knowledge and experience to establish the ordinary high-water line. To give an example of his understanding and experience with water boundaries, Vince had to determine the mean high-water line of Alaska Tideland Survey # 1760 (as described in detail in Section 1.4 of this proposal). Vincent is well versed in establishing horizontal and vertical control networks. Additionally, Vincent is a licensed drone pilot and has a clear understanding of the procedures and requirements for establishing ground control for an aerial survey.

2.0 - Project Approach & Management

We are fully aware of the challenges of surveying in Valdez, and we have developed a work plan to overcome those challenges to deliver this project in a cost-effective and efficient manner. The table shown on the next page and the following sections describe our work plan in detail.

2.1 - COMMUNICATIONS WITH CITY OF VALDEZ PROJECT MANAGER & DNR

The chart presented below shows how the lines of communication will be maintained throughout the project.



We envision Brad will work more closely with the City of Valdez to manage the project and Werner will work more closely with DNR to develop the final plat and related work products.

Brad and Werner will communicate daily while the survey is being completed in Valdez and as the work products are being developed. Important communications will be routed to all parties. Conversations between Brad and the City of Valdez and between Werner and DNR will be memorialized in emails and sent out as shown in the chart to ensure everyone is properly informed.







2.2 & 2.3 TRIPS / EVALUATIONS / TIME / BUDGET

We address sections 2.2 and 2.3 under the same heading because the two sections are inter-connected within the broader framework of our work plan shown to the right.

After the as-built planning meeting with DNR and the City of Valdez, we will assemble the field packet; complete site evaluations; acquire permits; and find lodging accommodations and access to ATVs. Concurrently, we will start tracking the weather in Valdez looking for a suitable weather window to complete the boundary survey and the as-built survey in summer or fall during **ONE** trip to Valdez.

When we identify a suitable weather window, we will mobilize two 2-man survey crews. One 2-man crew will be tasked with completing the boundary survey and the other 2 -man crew will be tasked with completing the as-built survey. Including mobilization and demobilization, we expect the surveys to take less than one week to complete.

Having surveyed in Valdez for 10 years, we are aware of the inherent challenges to plan and execute a work plan, especially with the unforeseen always looming large to torpedo any well thought out plan. However, by properly preparing in advance, carefully tracking the weather, and mobilizing two 2-man crews to complete the surveying efforts in the shortest amount of time possible, we will have minimized our risk and maximized our chances of providing the City of Valdez and DNR work products in a cost-effective and efficient manner.

2.4 Deliverables & Relative Frequency

Our work plan shown to the right identifies the contract deliverables as described in the request for qualifications and survey instructions.

Immediately after we receive a Notice-to-Proceed from the City of Valdez, we will assemble and acquire the planning documents and schedule the as-built planning meeting with DNR. After the planning meeting, we will write a meeting summary to be shared with the City of Valdez and the DNR to memorialize conversations from the planning meeting.

After we complete the boundary and as-built surveys, we will prepare the preliminary plat with the accompanying deliverables. After submitting the preliminary plat, we anticipate receiving review comments from DNR, adjudicating the comments, and resubmitting the preliminary plat for concurrence.

After we receive concurrence from DNR, we will submit the final plat with the accompanying deliverables.

WORK PLAN

AS-BUILT PLANNING MEETING (DELIVERABLE)

- ▶ Overview Maps
 - USGS Quadrangle
 - Google Maps
 - GIS Land Status
- ▶ Planning Documents
 - · Record Plats & Field Notes
 - * BLM Plats
 - * US Surveys
 - Easement Documents
- ▶ Planning Meeting with DNR

PREPARATION

- Assemble Field Packet
 - Record Plats
 - US Surveys
 - BLM Plats
 - Search Coordinates
- Site Evaluation
 - Aerial Imagery
 - Existing Maps
- ▶ Acquire Permits
 - Temporary Access from DNR
- ▶ Research Accommodations / Lodging
- ▶ Acquire ATVs
- ▶ Weather Monitoring / Weather Window
- ▶ Mobilize Two 2-Man Survey Crews

FIELD SURVEY (DELIVERABLE)

- ► CRMAA Boundary Survey (Survey Instructions)
 - · Control Monuments & Accessories
 - Carsonite Utility Markers
 - · Ordinary High Water Mineral Creek
- Mineral Creek Road
- ▶ As-Built Survey
 - · Mineral Creek Trails System

PRELIMINARY PLAT (DELIVERABLE)

- ▶ (2) Full-Size Paper Copies
- ▶ PDF Copy
- ► OPUS Solutions Report
- ▶ Photos
- Submit to DNR and City of Valdez / Address Comments / Resubmit / Concurrence

FINAL PLAT (DELIVERABLE)

- ► Full-Size Mylar
- ▶ Delimited Files on CD/Thumb Drive
- ▶ DWG and SHP Files CD/Thumb Drive
- ▶ GIS Files CD/Thumb Drive

THANK YOU FOR YOUR CONSIDERATION.

ATTACHMENT A:

RESUMES



Experience

Time with Bell & Associates: 5 years Time in Profession: 28 years

Registration

Professional Land Surveyor, 2005 Alaska LS 11299

Education

AS Commercial Photography, 1985 Lansing Community College, Michigan

AS Commercial Photography, 2000 60 Credits University of Alaska, Anchorage

Agent training

References

Joe McElroy, Trihydro, 907.262.2315 Donna Brechan, MOA, 907.343.8135 Tom Adams, MSB, 907.861.7751

Bradford J. Rinckey, P.L.S Senior Survey Manager

Mr. Rinckey has over 28 years of experience surveying in Alaska. For 18 of those 28 years, he has managed entire surveying departments. Mr. Rinckey is an expert at project logistics, and he has supervised up to 18 staff members at one time while concurrently performing field and office management tasks for projects spread throughout the state. Mr. Rinckey is sensitive to local cultures and traditions and has worked closely with native Alaskans with an interest in his projects. Perhaps Mr. Rinckey greatest strength is his attention to detail. He has been responsible for all the project deliverables produced during his 18-years managing surveying departments. He prides himself in providing the same quality survey products whether working on a small lot survey or a multimillion-dollar survey project.

The following is a partial list of the projects completed by Mr. Rinckey relevant to the Mineral Creek Trails project:

Badami Old Field DNR Record of Survey, Exxon Corporation: Serving as the Survey Manager, Mr. Rinckey was in responsible charge for all survey deliverables. Mr. Rinckey supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions. The Record of Survey drawing and application were submitted to DNR for final approval and recordation. The project was performed for the Exxon Corporation and was needed to protect underground utilities. The survey was performed on time and under budget.

40 credit hours SRWA, Right-of-Way Flat Lake Record of Survey DNR, Matanuska Electric Corporative (MEA): This was a challenging project. The objective was to create a ROS to support easement documents for electric lines that were submerged in the lake. The lines were located and zones were created to group the submerged lines under one easement. Serving as the Survey Manager, Mr. Rinckey was in responsible charge for all survey deliverables. Mr. Rinckey supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions. The ROS drawing and application were submitted to DNR for final approval and recordation. The project was performed for the MEA and was needed to protect underground utilities. The survey was performed on time and under budget.

Matanuska-Susitna Brough Operations and Maintenance Term Survey Contact: Brad worked as the contract manager on the contract for 6 years. As the manager, Brad oversaw field and office survey on various survey tasks. Brad was the surveyor in responsible charge for all tasks. He provided review and signed and stamped each deliverable. Survey tasks included design surveys for roadways, bridges, fish passage studies, utility placement and easements, right-of-way map-ping, construction survey support, control surveys, erosion study mapping, legal descriptions and platting.

Lookout Landing Phase 2 Subdivision, Carr-Gottstein: Serving as the Platting Manager, Mr. Rinckey was in responsible charge for all survey deliverables. Mr. Rinckey supervised field and office personnel to create a new 30 lot subdivision in South Anchorage. Brad worked closely with the owners and the MOA to perform the field survey and submit the plat application. The project was approved by the Platting Board and recorded. The project also included construction surveying for building a road and installing utilities. Work products were completed on time and under budget.



Experience

Time with Bell & Associates: 14 years Time in Profession: 16 years

Registration

Professional Land Surveyor, 2019 Alaska Registration No. 141895

Education

B.S. Geomatics, 2011
University of Alaska, Anchorage
Certifications

Certified Federal Surveyor, 2021 CFedS Certificate No. 1823 FAA Remote Pilot Certificate, 2021

References

Thomas Van Thiel, MEA, 907.761.9572 Stanley Brown, DNR, 907.269.8521 Rick Allison, PLS, 425.359.1235

Werner Macedo, P.L.S., CFedS Survey Project Manager

Mr. Macedo has 16 years of experience surveying in Alaska. He has shown proficiency both in the office and in the field in completing residential, commercial, industrial, and state projects. He has extensive experience in data collection and processing of data from technologies such as GPS, conventional surveying instruments, and aerial drones. He is also very knowledgeable on the limitations and capabilities of survey instruments such as GNSS receivers, data collectors, robotic total stations, and automatic levels. He is well versed in using survey software such as Trimble Business Center, ArcMap, and AutoCAD Civil3D. He also has experience with Pix4DMapper to produce orthomosaics, digital surface models, and digital terrain models. His many layers of experience and education allow him to be able to be involved in every stage of a survey project from start to finish.

The following is a partial list of the projects completed by Mr. Macedo relevant to the Mineral Creek Trails project:

Big Lake EPF 20220003 Record of Survey (ROS), DNR, Matanuska Electric Cooperative (MEA): The objective of this project was to create a ROS to support easement documents to protect electric lines that were submerged in the lake. After consulting with the MEA ROW staff and the DNR, we determined that the electric lines could be grouped into zones so that multiple lines could be included in one ROS drawing and document. This was a challenging project and Werner worked closely with the Survey Manger Brad Rinckey. Werner and Brad were in responsible charge for all survey deliverables. Werner supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions. The ROS drawing and application were submitted to DNR for final approval and recordation. The survey was performed on time and under budget.

<u>Deadhorse NANA Reservoir Record of Survey, DNR, Ice Oilfield Services:</u> Alaska State Land Survey 2016-25 was to facilitate the issuance of a public and charitable lease to the North Slope Borough. The project included the surveying and platting of a 62-acre reservoir located west of the Sagavanirktok River in Deadhorse, Alaska. The scope of work consisted

of creating a parcel that surrounded the reservoir and its appurtenances from a larger parent parcel owned by the State of Alaska. Tasks included conducting research; recovering monumentation; retracing previously surveyed lines; conducting an as-built survey of the reservoir; re-stablishing previously surveyed lines; setting primary and secondary monuments; preparing a plat; and following the subdivision process with DNR and the North Slope Borough. Werner served as project manager and was in responsible charge for all survey deliverables. Werner supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions.

ASLS 2012-08 Municipal Entitlement Survey, Plat, DNR and MSB: BELL provided surveying and platting services for Alaska State Land Survey 2012- 08, containing approximately 3.5 acres of land located near Christiansen Lake in Talkeetna, Alaska for the purpose of facilitating the conveyance of title of State land to the (MSB). Werner conducted rigorous research and analyzed BLM plats and notes, right of way drawings, and adjacent subdivision plats. The field work included defining boundaries of section lines, road right of way, and subdivision boundaries. They also surveyed the ordinary high water of Christiansen Lake, as portion of ASLS 2012-08 is bounded by the lake. The existing monumentation was tied to the survey by conducting a network adjustment on simultaneous GPS static observations. As part of the survey, Werner also marked the boundary corners with primary monuments and their corresponding accessories and Carsonite witness posts. ASLS 2012-08 was also subject to a historical public access easement of record. To validate the existing trail as the public easement Werner had to research and analyze historical aerial imagery to correlate the age of the with the date of the recorded document that created the public easement. MSB approved and recorded the plat.



Experience

Time with Bell & Associates: 10 years Time in Profession: 21 years (Alaska)

Registration

Civil Engineer, 2016 Alaska CE 114006

Education

BS Civil Engineering, 1988 Mapua Institute of Technology (Philippines)

Certifications & Training

- CESCL, AGC-23-0221
- Anchorage Fish Passage Workshop, USFWS and ADF&G
- Stream Restoration Workshop, ADF&G and MOA
- HEC-RAS River Analysis System, NHI
- RSMeans Estimating Seminar

References

Robert Gubernick, USFS, 218.626.4351 David Boulier, AWWU, 907.564.2762 Mark Silvia, Rohde Associates, 907.331.3111

Vivian Santiago, P.E. Office Technician

Mrs. Santiago is a well-rounded civil engineer with over 20 years of experience designing infrastructure projects for public and private clients throughout Alaska and the Philippines. She has been a great asset to the company for the last decade as not only a design engineer but as a drafter supporting the survey department. She has produced countless deliverables for a wide-ranging group of clients, including the State of Alaska and DNR. She is capable of drafting to the standards any project requires.

The following is a partial list of the projects supported by Mrs. Santiago with relevance to the Mineral Creek Trails project:

Alaska Tideland Survey #1760, Prudhoe Bay, Alaska: DNR was seeking to facilitate the issuance of a 25-year tideland lease for Tract A, a 442 acre parcel with boundary dictated by the natural meander of high water. Vivian's role in this project has been as the primary drafter. She has taken a large amount of survey data and created a plat, drafted to the standards DNR requires. The preliminary plat has been submitted and is under review.

Under a multi-year contract with the USDA Forest Service, Mrs. Santiago designed over 100 culvert replacements located in the Tongass National Forest over the course of a 5-year period. Mrs. Santiago was responsible for all the technical aspects of the designs. She worked closely with the USDA Forest Service to ensure that the culvert designs and deliverables met the standards set forth by the agency. Mrs. Santiago performed hydrologic and hydraulic analyses; roadway and stream realignments; streambank restoration plans; material stability analyses; engineer's estimates; and permit acquisitions from regulatory agencies. She also produced all deliverables including bWG files.

Moose Creek Pedestrian Bridge, Alaska: On behalf of the Chickaloon Village Traditional Council, Mrs. Santiago played a significant role in the design of a 70-ft long, multi-use bridge across Moose Creek near Sutton, Alaska. To develop the design, public safety, stream restoration, and improvements to fish and wildlife passage were strongly considered. The main goal of this project was to allow for historic access to public lands while eliminating the negative impacts associated with ATVs adversely impacting salmon habitat when they cross the creek. The scope of work included site reconnaissance, a topographic survey, geotechnical assessment, hydrologic and hydraulic analysis, bridge

design, and cost estimating. To complete the hydrologic and hydraulic analysis, Mrs. Santiago performed the actual steam measurements inputted into the HECRAS model used to calculate flows. She also produced all deliverables including site plans and design packages. She also provided a full suite of digital deliverables including DWG files.

Yakutat Housing, Yakutat, Alaska: On behalf of the Yakutat Tlingit Tribe, Mrs. Santiago developed 3 residential properties on Lake Street, in Yakutat, Alaska. Mrs. Santiago designed the grading and drainage plans; water and sewer mainline extensions with sewer service connections. She calculated design flows for the sewer design and prepared the permit application and obtained approval through the Alaska Department of Environmental Conservation. An interesting design feature involves the use of geogrid for slope stabilization and the design of a segmental retaining wall to address steep grades at the north end of the project. She also produced all deliverables including site plans and design packages. She also provided a full suite of digital deliverables including DWG files.



Experience

Time with Bell & Associates: 11 years Time in Profession: 11 years

Certifications

FAA Part 107 Remote Pilot License

Education

BA - Journalism, 2009 University of Alaska, Anchorage

References

Dylan Wedgewood, JDS Energy 8 Mining, 780.288.6624

Greg Errico, Errico Electrical Engineering, 907.345.6168

Chris Schultz, TriHydro Corporation, 907.529.0100

John McKiernan Survey Party Chief

John McKiernan was hired by BELL in 2013. For the last 11 years, Mr. McKiernan has served many roles in the surveying and construction professions, primarily in Prudhoe Bay. Initially, he fulfilled the role as a civil inspector on seasonal construction projects where his primary responsibly included operating a nuclear densometer for the purpose of materials testing. Due to Mr. McKiernan's ability and willingness to learn, his career transitioned from construction to surveying. Over the years, Mr. McKiernan has learned all aspects of the surveying profession particularly in support of civil design projects. Mr. McKiernan has completed topographic, ALTA, Right-of-Way (ROW), and construction surveys throughout Alaska. Mr. McKiernan is certified by the Federal Aviation Administration as a UAV pilot and is versed in the use of UAVs for surveying and data collection.

The following is a partial list of the projects completed by Mr. McKiernan directly relevant to the Mineral Creek Trails project.

Matanuska Electric Association (MEA) Term Survey Contract (2020-2022): Mr. McKiernan worked as a party chief for the duration of this term contract supporting MEA with design, construction, and as-built surveys. Mr. McKiernan regularly worked as a 1-man survey crew where he would perform all the fieldwork and staking required to complete individual task orders requested by MEA. Daily duties included monument and property corner recovery, boundary surveys, and construction staking for infrastructure upgrades. Mr. McKiernan regularly balanced his workload across multiple jobsites spanning from Willow to Eagle River.

Manh Choh Project (2022-2023): Mr. McKiernan served as a field survey lead on the Manh Choh Project (Tok, Alaska) in support of access road and mine facility construction. Mr. McKiernan's responsibilities included monumentation recovery in support of ROW delineation and flagging clearing limits and wetlands areas. Mr. McKiernan operated a drone to collect topographic survey data for the purposes of volume computations and the production of daily progress reports. Daily duties included GPS surveys, UAV surveys and utility staking.

North Slope Borough Term Survey Contract (2020-Present) BELL's term contract with the North Slope Borough has afforded Mr. McKiernan the opportunity to perform boundary and ROW surveys; monument and property corner recoveries; and easement, utility, and construction staking in small villages throughout the North Slope. Two examples of Mr. McKiernan's surveying experience in challenging locations are in Point Lay, Alaska and outside of Utqiagvik, Alaska. In Point Lay, Mr. McKiernan completed a topographical and ROW design survey for the purpose of upgrading the electrical infrastructure throughout the community, and outside of Utqiagvik, Mr. McKiernan completed topographical and ROW surveys to support the construction of new electrical infrastructure serving the Barrow Gas Fields.



Experience

Time with Bell & Associates: 1 year Time in Profession: 6 years

Certifications

FAA Part 107 Remote Pilot License Land Surveyor In Training (LSIT)

Education

B.S. Geomatics, 2018 University of Alaska, Anchorage

References

Bill Preston, PLS, 907.646.9638

Vincent Carlos, LSIT Survey Party Chief

Vincent Carlos Junior has been providing surveying services throughout Alaska to clients like the City of Valde and DNR for the last 6 years. During that time, Mr. Carlos has completed boundary, topographic and bathymetric surveys. He is trained in the use and calibration of Trimble Business Center and Leica survey equipment and the use of AutoCAD Civil3D and Microsoft Office software for mapping purposes. He is well versed in establishing horizontal, vertical, and geodetic control networks and has been trained to follow best practices for field procedures, data collection, and computations to deliver accurate, timely, and defendable survey products. Since joining BELL in 2023, Mr. Carlos has broadened his surveying capabilities to include construction surveying. Mr. Carlos' willingness to learn and accept new challenges and responsibilities makes him an irreplaceable asset to BELL's surveying department.

The following is a partial list of projects worked on by Mr. Carlos during his survey career:

- Downtown Trail Connection Ship Creek Trail/Tony Knowles Coastal Trail
- Fish Creek Trail Connection Project -- Fish Creek Trail/Coastal Trail Pathway
- Pittman Road Shoulder Widening and Slope Flattening Zehnder Road to Church Road
- Glenn Highway: Airport Heights to Parks Hwy Rehabilitation and Integrated Corridor Traffic Management
- Newtok Airport Relocation
- Sterling Highway MP 44.5 to 58 Reconstruction Remote Sensing
- Sterling Highway MP 44.5 to 58 Reconstruction Survey Services
- Sterling Highway MP 44.5 to 58 Reconstruction ROW Mapping
- Alyeska Highway/Seward Highway Intersection Improvements
- Haines Beach Road Landslide



801 West Fireweed Ln, Suite 201, Anchorage, AK 99503 907.274.5257 | 907.743.3480 www.bellalaska.com

September 09, 2024

City of Valdez

Community Development Department 212 Chenega Ave.

P.O. Box 307

ATTN: Paul Nylund

RE: Cost Estimate for Mineral Creek Trails CRMAA Survey - ADL 234033

Mr. Nylund,

On behalf of BELL & Associates, I would like to thank you for the opportunity to present you with the following cost estimate for the Survey of ADL 234033: The Mineral Creek Trails CRMAA As-built and Record of Survey.

We have been studying the survey instructions requirements, researching record plats of parcels that share boundaries with this survey, and have considered the probability of the survey monuments existing, as well as terrain and weather implications.

Our expected costs for the survey of ADL 234033, which include the DNR survey fees is as follows:

• Survey of ADL 234033:

\$56,144

Additionally, the City of Valdez has requested for a combined cost estimate to complete the survey of ADL 234033 and the survey of the centerline of additional trails outside of the boundaries of ADL 234033. A map and shapefile showing the additional trails was received on August 23, 2024. Please note that the combined cost estimates assumes that both surveys will be conducted on the same trip, and that the survey of the additional trails is of the centerline of the trails only. The combined cost estimate is as follows:

• Survey of ADL 234033 AND Additional Trails survey:

\$59,044

We look forward to working with the City of Valdez to complete this project. Please let me know if you have any questions or if you would like to discuss further.

Sincerely,

Werner Macedo, PLS

Survey Project Manager