



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, June 20, 2017

7:00 PM

Council Chambers

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#### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. PUBLIC APPEARANCES

1. [Laurine Regan, Valdez Visitors & Convention Bureau Mid-Year Report](#)

##### V. PUBLIC BUSINESS FROM THE FLOOR

##### VI. CONSENT AGENDA

1. [Appointment to the City Ports & Harbor Commission](#)

##### VII. UNFINISHED BUSINESS

1. [Approval to Accept Offer of Sale of a 14.96 Acre Parcel of Land Described as Lot 2, Sleepy Hollow, Addition #5 \(Gavora Property\) in the Amount of 1 Million Dollars. Postponed from the Regular Meeting of June 6, 2017.](#)
2. [Approval of Contract Award to Harris Sand & Gravel for the Lowe River Slope Improvements Project in the Amount of \\$51,200. Postponed from the Regular Meeting on June 6th.](#)

##### VIII. NEW BUSINESS

1. [Approval of Contract Amendment #9 to Arcadis, Inc. for the Project Management and Construction Administration Services for the New Boat Harbor Phase 2 in the Amount of \\$877,313.00](#)
2. [Approval of Contract Amendment #19 to R&M Consultants, Inc. for the New Boat Harbor Phase 2 Engineering Services and Inspections in the Amount of \\$1,042,135.00](#)

3. [Approval of Renewal of the City's Property and Casualty Insurance Program for the 2017-2018 Insurance Year Effective July 1, 2016 in the Amount of \\$616,381](#)

#### IX. ORDINANCES

1. [#17-05 - Amending Chapter 3.20 of the Valdez Municipal Code Titled Enhanced 911 Services. First Reading. Public Hearing.](#)
2. [#17-06 - Amending Title 9, Chapter 9.04 and Chapter 9.08 of the Valdez Municipal Code Regarding Public Peace and Welfare. First Reading. Public Hearing.](#)
3. [#17-07 - Amending Title 1, Chapter 1.08 of the Valdez Municipal Code by Amending Section 1.08.010 titled General Penalty - Continuing Violations. First Reading. Public Hearing.](#)

#### X. RESOLUTIONS

1. [#17-23 - Commending Mr. Steve Waller for 30 Years of Exemplary Service to the City and to the Citizens of Valdez on the Occasion of His Retirement as the City's Harbor Maintenance Manager](#)
2. [#17-24 - Naming the "Pocket Plaza" Located at the Corner of S. Meals Drive and N. Harbor Drive in Honor of Mrs. Tillie Wonder](#)
3. [#17-25 - Commending Rusty Hansen for Her 30 Years of Exemplary Service to the City and Citizens of Valdez On the Occasion of her Retirement as the City of Valdez Building Inspector](#)

#### XI. REPORTS

1. [Report: Contract Amendment #8 to Arcadis, Inc. for the Close Out Services for the New Boat Harbor Project Phase 1.](#)
2. [Report: Change Order #1 to Harris Sand and Gravel, Inc. for Additional Ground Work for the Clark Street Drainage and Street Repair Project](#)
3. [Report: Permanent Employee Status](#)
4. [Report: Supplemental Tax Roll](#)
5. [Report: Aleutian Village Appraisal Report](#)
6. [Ports & Harbor Winter / Spring Report](#)
7. [Report: Contract Amendment # 1 with R&M Consultants, Inc. for Small Boat Harbor Dredging Construction Services in the Amount of \\$ 29,506](#)

#### XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report

1. [City Manager's Report - June 20, 2017](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XIII. COUNCIL BUSINESS FROM THE FLOOR

XIV. ADJOURNMENT

XV. APPENDIX

1. [Council Calendars - June & July 2017](#)



## Agenda Statement

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**File #:** 17-0315      **Version:** 1  
**Type:** Public Appearances      **Status:** Agenda Ready  
**File created:** 5/17/2017      **In control:** City Council  
**On agenda:** 6/20/2017      **Final action:**  
**Title:** Laurine Regan, Valdez Visitors & Convention Bureau Mid-Year Report  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [VCVB COV HALF YEAR REVIEW 2017 JUNE 20](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Laurine Regan, Valdez Visitors & Convention Bureau Mid-Year Report

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

Pends receipt of presentation from Laurine....





## Agenda Statement

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**File #:** 17-0316      **Version:** 1

**Type:** Consent Item      **Status:** Agenda Ready

**File created:** 6/13/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Appointment to the City Ports & Harbor Commission

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Swanson\\_P&H Commission Application 2017](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Appointment to the City Ports & Harbor Commission

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Appoint Mark Swanson to a three year term on the Ports & Harbor Commission.

### **SUMMARY STATEMENT:**

One vacancy currently exists on the Ports & Harbor Commission due to term expiration. The vacancy is for a three year term, expiring June 2020.

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

1. Mark Swanson



## Agenda Statement

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**File #:** 17-0290      **Version:** 1

**Type:** Unfinished Business      **Status:** Agenda Ready

**File created:** 5/31/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Approval to Accept Offer of Sale of a 14.96 Acre Parcel of Land Described as Lot 2, Sleepy Hollow, Addition #5 (Gavora Property) in the Amount of 1 Million Dollars. Postponed from the Regular Meeting of June 6, 2017.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [318-2001-2001-1.pdf](#)  
[NearHospitalOption.pdf](#)  
[Potential\\_Acres.pdf](#)

Date	Ver.	Action By	Action	Result
6/6/2017	1	City Council		

### **ITEM TITLE:**

Approval to Accept Offer of Sale of a 14.96 Acre Parcel of Land Described as Lot 2, Sleepy Hollow, Addition #5 (Gavora Property) in the Amount of 1 Million Dollars. Postponed from the Regular Meeting of June 6, 2017.

**SUBMITTED BY:** Elke Doom, City Manager

### **FISCAL NOTES:**

Expenditure Required: Click here to enter text.

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

### **RECOMMENDATION:**

Administration recommends postponement of this item to the July 5, 2017, regular meeting. A work session will be held on June 27<sup>th</sup> to further discuss this subject.

### **SUMMARY STATEMENT:**

The City Council provided direction to the city manager to contact the property owner Mr. Rudy Gavora, to negotiate the sale price of 14.96 acres, described as Lot 2, Sleepy Hollow, Addition #5, commonly referred to as the Gavora property. The original list price for this property was 1.3 million dollars. Mr. Gavora has offered to sell this property to the City for 1 million dollars and remains firm on this price.

If the City Council accepts the offer made by Mr. Gavora, administration will move forward with the process to purchase the property.



## Agenda Statement

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**File #:** 17-0291      **Version:** 1

**Type:** Unfinished Business      **Status:** Agenda Ready

**File created:** 6/1/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Approval of Contract Award to Harris Sand & Gravel for the Lowe River Slope Improvements Project in the Amount of \$51,200. Postponed from the Regular Meeting on June 6th.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Lowe River Slope Improvements - Bid Summary.pdf](#)

Date	Ver.	Action By	Action	Result
6/6/2017	1	City Council		

### **ITEM TITLE:**

Approval of Contract Award to Harris Sand & Gravel for the Lowe River Slope Improvements Project in the Amount of \$51,200. Postponed from the Regular Meeting on June 6<sup>th</sup>.

**SUBMITTED BY:** Scott Benda, Capital Facilities Project Manager II

### **FISCAL NOTES:**

Expenditure Required: \$51,200  
Unencumbered Balance: \$1,441,383  
Funding Source: 310-8060-58000

### **RECOMMENDATION:**

Approve a construction contract to Harris Sand & Gravel in the amount of \$51,200 for the Lowe River Slope Improvements project. **This will be discussed at the upcoming Flood Task Force Meeting scheduled for June 27, 2017.**

### **SUMMARY STATEMENT:**

**Project Description:** Provide and install 400 CY of class III riprap to groin 4 in Alpine Woods. This project will reinforce a section of an existing dike that was installed last summer under an emergency declaration to divert high water from the Lowe River from entering into the lower end of Alpine Woods subdivision. The dike is vulnerable to erosion if additional riprap is not put in place.

**Construction Schedule:** The work will be completed with 30 days

**Liquidated Damages:** \$1000 per day

**Bidding:** Length of bid period was 15 days. One bid was received.

**Engineer's Estimate:** \$50,000

**Design Review Stakeholders:** Capital Facilities, Pubic Works, ComDev, DOWL Engineering



## Agenda Statement

**File #:** 17-0317      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 6/9/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Approval of Contract Amendment #9 to Arcadis, Inc. for the Project Management and Construction Administration Services for the New Boat Harbor Phase 2 in the Amount of \$877,313.00

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Arcadis Contract Amendment #9](#)  
[Attorney Preapproval RE Contract Amendment #9 to Arcadis for Phase 2](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of Contract Amendment #9 to Arcadis, Inc. for the Project Management and Construction Administration Services for the New Boat Harbor Phase 2 in the amount of \$877,313.00

**SUBMITTED BY:** Laura Langdon, Project Manager

### **FISCAL NOTES:**

Expenditure Required: \$877,313.00

Unencumbered Balance: \$5,858,025

Funding Source: Original 310-6450-49551, Current 310-6450-58000 New Harbor Planning

### **RECOMMENDATION:**

Approve contract amendment #9 to Arcadis, Inc. for the project management and construction administration services for the new boat harbor phase 2 in the amount of \$877,313.00.

### **SUMMARY STATEMENT:**

This amendment comes for approval because it is recommended to maintain continuity with the engineering and project management firms from phase 1 to phase 2.

The construction contract to Pacific Pile and Marine for phase 2 is underway. Arcadis and R&M are currently working through project coordination and submittal review.

Project management services by Arcadis for the remainder of phase 2 are proposed to follow the current construction schedule provided by the construction contractor, Pacific Pile and Marine. They estimate completion by November of 2018. Arcadis's services extend one month beyond to allow for

close out services.

Arcadis will coordinate with R&M throughout phase 2. Below summarize their tasks:

Arcadis

- Run and facilitate monthly Executive meetings including Ports and Harbor Commission meetings and City Council.
- Conduct weekly construction meetings.
- Monitor progress, costs, and schedule.
- Coordination with the USACE.
- Inspection assistance to R&M.
- Review payment applications.
- Monitor submittals and RFIs.
- Review cost proposals and change orders.
- Close out services including punchlists, final accounting, and commissioning.

R&M

- Attend monthly Executive meetings.
- Complete a conformed set of documents.
- Attend USACE weekly meetings.
- Review submittals and respond to RFIs.
- Daily observation during key construction activities the summer of 2017 and bi-weekly inspections for the remainder of work.
- Inspections of buildings, pile driving, floats, float utilities, transfer bridge, and bilge treatment system.
- Special material inspections and lab testing.
- State Fire Marshal permitting.
- Substantial and final completion inspections.
- Prepare as-builts.



## Agenda Statement

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**File #:** 17-0318      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 6/9/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Approval of Contract Amendment #19 to R&M Consultants, Inc. for the New Boat Harbor Phase 2 Engineering Services and Inspections in the Amount of \$1,042,135.00

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [R&M Contract Amendment #19.pdf](#)  
[Attorney Pre-approval R&M CA #19.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of Contract Amendment #19 to R&M Consultants, Inc. for the New Boat Harbor Phase 2 Engineering Services and Inspections in the Amount of \$1,042,135.00

**SUBMITTED BY:** Laura Langdon, Project Manager

### **FISCAL NOTES:**

Expenditure Required: \$1,042,135.00

Unencumbered Balance: \$5,858,025.08

Funding Source: Original #310-6450-58444; Current #310-6450-58000 New Harbor Planning.

### **RECOMMENDATION:**

Approve contract amendment #19 to R&M Consultants, Inc. for the new boat harbor phase 2 engineering services and inspections in the amount of \$1,042,135.00.

### **SUMMARY STATEMENT:**

This amendment comes for approval because it is recommended to maintain continuity with the engineering and project management firms from phase 1 to phase 2.

The construction contract to Pacific Pile and Marine for phase 2 is underway.

R&M along with Arcadis are currently working through project coordination and submittal review.

Engineering support and construction inspections for the remainder of phase 2 are proposed to follow the current construction schedule provided by the construction contractor, Pacific Pile and Marine



which extend to December of 2018.

R&M and Arcadis will be coordinating together throughout phase 2. Below summarize their tasks:

#### R&M

- Attend monthly Executive meetings.
- Complete a conformed set of documents.
- Attend USACE weekly meetings.
- Review submittals and respond to RFIs.
- Daily observation during key construction activities the summer of 2017 and bi-weekly inspections for the remainder of work.
- Inspections of buildings, pile driving, floats, float utilities, transfer bridge, and bilge treatment system.
- Special material inspections and lab testing.
- State Fire Marshal permitting.
- Substantial and final completion inspections.
- Prepare as-builts.

#### Arcadis

- Run and facilitate monthly Executive meetings including Ports and Harbor Commission meetings and City Council.
- Conduct weekly construction meetings.
- Monitor progress, costs, and schedule.
- Coordination with the USACE.
- Inspection assistance to R&M.
- Review payment applications.
- Monitor submittals and RFIs.
- Review cost proposals and change orders.
- Close out services including punch lists, final accounting, and commissioning.



## Agenda Statement

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**File #:** 17-0319      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 6/12/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Approval of Renewal of the City's Property and Casualty Insurance Program for the 2017-2018 Insurance Year Effective July 1, 2016 in the Amount of \$616,381

**Sponsors:** City Council

**Indexes:**

**Code sections:**

**Attachments:** [Insurance Premium History.pdf](#)  
[2017-18 Insurance Proposal.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of Renewal of the City's Property and Casualty Insurance Program for the 2017-2018 Insurance Year Effective July 1, 2016 in the Amount of \$616,381

**SUBMITTED BY:** Brian Carlson, Finance Director

### **FISCAL NOTES:**

Expenditure Required: \$616,380  
Unencumbered Balance: \$616,380  
Funding Source: pro-rated among departments and funds.

### **RECOMMENDATION:**

Approve the insurance program offered by AML/JIA for the twelve months beginning 7/1/2017, and forego the offered three-year agreements.

### **SUMMARY STATEMENT:**

The attached *2017-2018 Insurance Proposal* contains competing quotes from both APEI and AML/JIA. Premium history is summarized by category in the attached *Insurance Premium History*.

Brokerage services for the coming year are embedded in a three-year renewal approved during 2015. Annual brokerage fees of \$30,000 are unchanged.

On the advice of the City's broker, staff recommends foregoing the respective three-year agreements, as it may provide a disincentive for future competitive pricing.

Staff had budgeted a 7.5% increase in premiums for the 2017 City Budget. As the insurance renewal

takes effect on July 1, 2017, this budgeted increase corresponds exactly with the 15% annual increase reflected in the premium summary. How these costs are ultimately allocated among funds and departments may entail a budget revision, but overall costs are fully budgeted.

The following items are contained in the 85-page proposal:

Premium Summary	pg. 4
APEI Quote	pg. 6
AML/JIA Quote	pg. 19
Marine Quote	pg. 38
Boiler & Machinery	pg. 43
Crime	pg. 56
Schools Quote	pg. 58



## Agenda Statement

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**File #:** ORD 17-0005 **Version:** 1  
**Type:** Ordinance **Status:** Agenda Ready  
**File created:** 6/12/2017 **In control:** City Council  
**On agenda:** 6/20/2017 **Final action:**  
**Title:** #17-05 - Amending Chapter 3.20 of the Valdez Municipal Code Titled Enhanced 911 Services. First Reading. Public Hearing.  
**Sponsors:** City Council  
**Indexes:**  
**Code sections:**  
**Attachments:** [Estimated non-Personnel 911 costs.pdf](#)  
[911 Surcharge Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

#17-05 - AMENDING CHAPTER 3.20 ENHANCED 911 SERVICES OF THE VALDEZ MUNICIPAL CODE

**SUBMITTED BY:** Brian Carlson, Finance Director

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

### **RECOMMENDATION:**

Approve first reading of Ordinance 17-05, amending Chapter 3.20 of the municipal code, by establishing a \$2 monthly 911 surcharge for all wireless and wireline telephone accounts.

### **SUMMARY:**

- The City currently receives less than \$20,000 annually from the telephone surcharge, which is currently \$.75 per month for land-lines ("wirelines") only (unchanged since 2005).
- Annual costs for status-quo service infrastructure, excluding personnel, are \$95,000 (see attachment). The imbalance is funded with general revenues.

- City Administration is proposing an increase in the surcharge to the maximum amount permitted (\$2 per month) for all wireline and wireless accounts. Surcharge revenues, estimated at \$80,000 to \$100,000, would be isolated in a dedicated reserve account.
- Staff is preparing for future service enhancements compliant with FCC standards, as well as improvements that fall outside FCC regulations, which will entail increased operational costs.

### **BACKGROUND AND ANALYSIS:**

The City's 911 services are primarily funded by general revenues, though there is approximately \$19,000 received annually from the existing 911 surcharge. The cost of maintaining services includes not only personnel costs and training, but also annual software and licensing contracts and annual reserve funding of eventual hardware replacement.

The current surcharge is \$.75 per month, applicable only to wireline service. This surcharge has been unchanged since 2005. Using BLS-Anchorage inflation calculations, the equivalent inflation-adjusted fee in 2017 is \$.95.

The single largest non-personnel cost of 911 services is the radio dispatch console. As with all major equipment purchases, the eventual replacement of this hardware is funded annually via reserve, based on inflation-adjusted replacement cost and useful life. This replacement is fully-funded (\$400,000) as of 2016. A twelve-year estimated useful life at 2% annual inflation necessitates annual funding of \$42,275.

911 Services include additional costs for dispatch and CAD servers, which have a three-year estimated useful life, and annual software licensing and support. Staff also recommends Phase I service enhancements, which entail additional one-time setup costs and ongoing annual costs. Annual reserve-funding requirements for all non-personnel costs are illustrated in the attached ***Estimated non-Personnel 911 Costs***.

FCC Phase I standards includes caller-ID functionality, and limited locating ability. Staff estimates the cost of Phase I compliance to be \$20,000 first-year setup costs, plus \$20,000 annually. Staff is also considering additional functionality, including FCC Phase II standards (i.e. precise caller coordinates), and features that fall outside FCC compliance standards (i.e. text-to-911).

Staff will be able to improve and refine revenue estimates after full implementation of the \$2 monthly surcharge, if approved. Staff will provide follow-up analysis to Council during preparation of subsequent years' operating budget requests, and will strive to match the surcharge to anticipated costs. However, note that initial cost estimates exceed revenue estimates without inclusion of personnel costs. Therefore, the General Fund will continue to subsidize 911 services for the foreseeable future.

Police Chief Hinkle will be present to field Council questions.

### **ATTACHMENTS:**

*Estimated non-Personnel 911 Costs*



## Agenda Statement

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**File #:** ORD 17-0006 **Version:** 1  
**Type:** Ordinance **Status:** Agenda Ready  
**File created:** 6/15/2017 **In control:** City Council  
**On agenda:** 6/20/2017 **Final action:**  
**Title:** #17-06 - Amending Title 9, Chapter 9.04 and Chapter 9.08 of the Valdez Municipal Code Regarding Public Peace and Welfare. First Reading. Public Hearing.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [17-06 - Amending Title 9 Chapter 9 04 9 08 and 9 12 Regarding Public Peace and Welfare 2017-05-](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

#17-06 - Amending Title 9, Chapter 9.04 and Chapter 9.08 of the Valdez Municipal Code Regarding Public Peace and Welfare. First Reading. Public Hearing.

**SUBMITTED BY:** Sheri L. Pierce, MMC

### **FISCAL NOTES:**

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

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

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

### **RECOMMENDATION:**

Approve Ordinance No. 17-06.

### **SUMMARY STATEMENT:**

Following amendments made to Title 9 of the municipal code which was adopted by the City Council on March 21<sup>st</sup> it has become necessary to establish a fine schedule in title 9 for the purpose of compliance with the implementation of the Uniform Minor Offense Table (UMOT) and to establish a mandatory court appearance for Section 9.12.040 (Vagrancy). This ordinance will adopt the fine schedule as required by the State of Alaska.



## Agenda Statement

**File #:** ORD 17-0007 **Version:** 1  
**Type:** Ordinance **Status:** Agenda Ready  
**File created:** 6/15/2017 **In control:** City Council  
**On agenda:** 6/20/2017 **Final action:**  
**Title:** #17-07 - Amending Title 1, Chapter 1.08 of the Valdez Municipal Code by Amending Section 1.08.010 titled General Penalty - Continuing Violations. First Reading. Public Hearing.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [#17-07 - Amending Title 1 Chapter 1 08 Titled General Penalty 2017-05-05 D01.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

#17-07 - Amending Title 1, Chapter 1.08 of the Valdez Municipal Code by Amending Section 1.08.010 titled General Penalty - Continuing Violations. First Reading. Public Hearing.

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk and Jake Staser, City Attorney

### **FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)  
Unencumbered Balance: [Click here to enter text.](#)  
Funding Source: [Click here to enter text.](#)

### **RECOMMENDATION:**

Adopt Ordinance #17-07.

### **SUMMARY STATEMENT:**

Ordinance #17-07 amends Title 1, Chapter 1.08, for the purpose of compliance with Senate Bill 91 adopted by the Alaska Legislature thereby reducing the class of crimes for certain offenses, changing certain offenses from crimes to minor offenses, and placing the prosecutorial burden with municipalities.

In accordance with AS 29.25.070(a), citations for the offenses listed in the fine schedule adopted by this ordinance may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed to the court within 30 days of the date of the citation, plus the state surcharge required by AS 12.55.039 and AS 29.25.074. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed. Citations charging these offenses



must meet the requirements of Minor Offense Rules. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed in the schedule. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. These fines may not be judicially reduced.



## Agenda Statement

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**File #:** RES 17-0023    **Version:** 1  
**Type:** Resolution    **Status:** Agenda Ready  
**File created:** 6/8/2017    **In control:** City Council  
**On agenda:** 6/20/2017    **Final action:**  
**Title:** #17-23 - Commending Mr. Steve Waller for 30 Years of Exemplary Service to the City and to the Citizens of Valdez on the Occasion of His Retirement as the City's Harbor Maintenance Manager  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [City Council Retirement Res. Steve Waller](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Steve Waller Harbor Maintenance Manager Retirement Resolution

### **SUBMITTED BY:**

Jeremy M. Talbott Ports & Harbor Director / Mark Swanson Ports & Harbor Chairman

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

### **RECOMMENDATION:**

The Valdez Ports & Harbor Commission and Staff formally recommend the approval of Resolution XX-XXXX

### **SUMMARY STATEMENT:**

We would like to recognize the recent retirement of Steve Waller, Harbor Maintenance Manager and his 30 years of service and dedication to the City of Valdez and Waterfront Community.

We wish him the very best in his retirement and look forward to seeing him spend more time riding Harley's and finishing the construction of his new home Tolsona Lake.



## Agenda Statement

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**File #:** RES 17-0024    **Version:** 1

**Type:** Resolution                      **Status:** Agenda Ready

**File created:** 6/8/2017                      **In control:** City Council

**On agenda:** 6/20/2017                      **Final action:**

**Title:** #17-24 - Naming the "Pocket Plaza" Located at the Corner of S. Meals Drive and N. Harbor Drive in Honor of Mrs. Tillie Wonder

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Legistar Resolution Template 12 01 16.pdf](#)  
[Tillie Wonder Plaza Map.pdf](#)  
[Naming Guidelines.pdf](#)  
[Tillie Letter.pdf](#)  
[Tillie.Naming Application.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

#17-24 - Naming the "Pocket Plaza" Located at the Corner of S. Meals Drive and N. Harbor Drive in Honor of Mrs. Tillie Wonder

**SUBMITTED BY:** Darryl Verfaillie, PRCS Director

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Approve naming of existing (unnamed) "pocket plaza" located at the corner of S. Meals Drive and N. Harbor Dr. in honor of Mrs. Tillie Wonder.

### **SUMMARY STATEMENT:**

#### **Discussion**

In September of 2016, Marcie Robertson (Park Maintenance Supervisor) recommended to the Director of Valdez Parks, Recreation and Cultural Services - that the existing unnamed "pocket

plaza” located at the corner of South Meals Drive and North Harbor Drive (see attached map) be named the Tillie Wonder Plaza to honor Tillie’s 27+ years of dedication to the City of Valdez through her ongoing City beautification efforts. This specific location was chosen due to the fact that this was the first area in town that Mrs. Wonder and her husband designed and planted when she began her beautification efforts in 1988.

Per the City of Valdez Parks and Recreation Commission’s Park and Facilities Naming Guidelines (attached), I would strongly recommend in favor of this action based on the following criteria:

“An individual or group of individuals who have made significant contributions towards improving the quality of life of Valdez Residents and furthering the City’s mission to provide opportunities for the enjoyment of residents and visitors, particularly those opportunities that people cannot supply for themselves.”

## **Background**

In 1988, Mrs. Tillie Wonder was hired by the City of Valdez as one of its initial Beautification Contractors - continuing on in these duties as lead community flower gardener until 2015, when she reluctantly retired due to personal/unforeseen issues.

Her countless contributions include, but are not limited to the following:

1. Designed various City information signs - both past and present - including: Glacier View Park, numerous Trail Heads, Old Town Information Signs, and the summer Snow Equipment Display that resided across from the Post Office for so many years
2. Designed the first World Extreme Ski Logo
3. Authored the book “Gardening in the Alaska Rain Forest” to share her wealth of local knowledge while simultaneously highlighting the natural beauty of Valdez
4. Volunteered countless hours over the past 27 years to train Park Maintenance staff on flower care and floral design; and
5. Designed the Valdez Parks & Recreation Department logo used today

## **Actions Taken**

A Public Hearing was held on 13 December 2016 during the regularly scheduled Parks & Recreation Commission’s monthly meeting to seek input on the proposed action - no opposition was received.

Following the Public Hearing, a motion was passed to draft a letter of recommendation from the Parks & Recreation Commission to the Valdez City Council, in favor of naming the existing (unnamed) pocket plaza in honor of Mrs. Tillie Wonder. On 11 April 2017, the Commission signed a letter of support, providing its strongest recommendation to approve this naming request (attached).

**Next Steps/Actions Items (if applicable)**

If approved, the Parks Maintenance Department shall order and install the appropriate signage when conditions and staffing permit - and pending confirmation of Mrs. Wonder's (or a designated representative's) ability to travel to Valdez;

The Commission will schedule a Ribbon Cutting Ceremony to commemorate this event in the summer of 2017.



## Agenda Statement

---

**File #:** RES 17-0025    **Version:** 1

**Type:** Resolution                      **Status:** Agenda Ready

**File created:** 6/13/2017                      **In control:** City Council

**On agenda:** 6/20/2017                      **Final action:**

**Title:** #17-25 - Commending Rusty Hansen for Her 30 Years of Exemplary Service to the City and Citizens of Valdez On the Occasion of her Retirement as the City of Valdez Building Inspector

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution # 17-xx.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

#17-25 - Commending Rusty Hansen for Her 30 Years of Exemplary Service to the City and Citizens of Valdez On the Occasion of her Retirement as the City of Valdez Building Inspector

**SUBMITTED BY:** AnnMarie Lain

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Approve Resolution #17-25, Commending Ms. Hansen for her exemplary service to the city and citizens of Valdez over a period of 30 years on the occasion of her June 2017 retirement as the City of Valdez Building Inspector.

### **SUMMARY STATEMENT:**

The Community Development Department along with City Administration would like to honor Ms. Hansen for her dedication and service to the city and citizens of Valdez over the last 30 years. Ms. Hansen will be greatly missed not only within the community, but within each department of the organization. It is with great honor that we commend Ms. Hansen for a job well done and congratulate her retirement.



## Agenda Statement

---

**File #:** 17-0320      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/9/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Report: Contract Amendment #8 to Arcadis, Inc. for the Close Out Services for the New Boat Harbor Project Phase 1.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Arcadis Contract Amendment #8.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Report: Contract Amendment #8 to Arcadis, Inc. for the Close Out Services for the New Boat Harbor Project Phase 1.

**SUBMITTED BY:** Laura Langdon, Project Manager

### **FISCAL NOTES:**

Expenditure Required: \$17,958.91

Unencumbered Balance: \$5,858,025.08

Funding Source: Original 310-6450-49551, Current New Harbor Planning 310-6450-58000

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

Close out services for Phase 1 through December of 2016 were included in contract amendment #5. This amendment #8 is for the remaining balance of close out services from January - February 2017.

This will be the final amendment authorizing fees for Phase 1. Phase 2 services will be brought about for approval as amendment #9.



## Agenda Statement

---

**File #:** 17-0321      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/9/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Report: Change Order #1 to Harris Sand and Gravel, Inc. for Additional Ground Work for the Clark Street Drainage and Street Repair Project

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Change Order #1 - Clark Street Drainage and Street Repair.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Report: Change Order #1 to Harris Sand and Gravel, Inc. for Additional Ground Work for the Clark Street Drainage and Street Repair Project

**SUBMITTED BY:** Laura Langdon, Project Manager

### **FISCAL NOTES:**

Expenditure Required: \$36,000.00

Unencumbered Balance: \$63,985.69

Funding Source: Clark Street Drainage and Street Repair 350-0310-55000.1417

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

Upon excavation, muddy unsuitable soils were found 4 feet below the surface. It is the recommendation of the engineer to excavate two more feet of material below what is already designed to assure the stability of the new roadway. The total amount of this change order reflects the rough estimate of quantities in the area of the base bid including a neat line survey.





## Agenda Statement

---

**File #:** 17-0322      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/12/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Report: Permanent Employee Status

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Human Resources Report \\_ April 12, 2017 to June 12, 2017](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Report: Permanent Employee Status

**SUBMITTED BY:** Tim James, H.R. Director

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

### **RECOMMENDATION:**

Receive and File

### **SUMMARY STATEMENT:**

Report on employee status from April 12, 2017 to June 12, 2017.



## Agenda Statement

---

**File #:** 17-0323      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/12/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Report: Supplemental Tax Roll

**Sponsors:** City Council

**Indexes:**

**Code sections:**

**Attachments:** [2017 Valdez DOC certification.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Report: Supplemental Tax Roll

**SUBMITTED BY:** Brian Carlson, Finance Director

### **FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

When presenting the Resolution setting the 2017 mill levy, staff alluded to a follow-up resolution to capture needed changes identified by Finance staff and the Assessor, thinking that the changes might be of a material amount. The changes impacted seven properties.

Council's role is to establish the mill rate, and not to certify the tax roll. However, staff had mentioned this housekeeping item for the sake of ensuring that the figures in the certified tax roll would correspond exactly to the mill-levy resolution.

Upon review, the net change to the tax roll is a reduction of \$15,940 of taxable value. As this is an immaterial amount relative to a \$2B total tax roll, and as the underlying changes are captured in their respective property records and certified by the Assessor (see attachment), no action is required from Council.





## Agenda Statement

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**File #:** 17-0324      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/13/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Report: Aleutian Village Appraisal Report

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Aluetian Village Appraisal report 6 13 17](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Report: Aleutian Village Appraisal Report

**SUBMITTED BY:** Elke Doom, City Manager

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

See attached report.



## Agenda Statement

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**File #:** 17-0326      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/13/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Ports & Harbor Winter / Spring Report

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Director Report 6.13.17](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Ports & Harbor Winter / Spring Report

### **SUBMITTED BY:**

Jeremy M. Talbott, Ports & Harbor Director

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

The attached document is an update on what has been happening in the Valdez Ports & Harbor Department.



## Agenda Statement

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**File #:** 17-0327      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/14/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Report: Contract Amendment # 1 with R&M Consultants, Inc. for Small Boat Harbor Dredging Construction Services in the Amount of \$ 29,506

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Contract Amendment # 1](#)  
[2017-24-2 Valdez SBH Dredging R&M Task 3 Change Order](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Report: Contract Amendment # 1 with R&M Consultants, Inc. for Small Boat Harbor Dredging Construction Services in the Amount of \$ 29,506

**SUBMITTED BY:** Dean Day, Capital Facilities

### **FISCAL NOTES:**

Expenditure Required: \$ 29,506

Unencumbered Balance: \$ 216,055

Funding Source: Small Boat Harbor Dredging 310-6442-58000

### **RECOMMENDATION:**

Approval of contract amendment #1 with R&M Consultants, Inc. for Small Boat Harbor Dredging construction services in the amount of \$ 29,506

### **SUMMARY STATEMENT:**

Harris Sand and Gravel has a contract to dredge out the Small Harbor late this summer. R&M Consultants will provide support during construction, and project close-out services including the as-built permit submittal to the Corps of Engineers.



## Agenda Statement

---

**File #:** 17-0325      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 6/13/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** City Manager's Report - June 20, 2017

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Managers Report 2017 June 20](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

City Manager's Report - June 20, 2017

**SUBMITTED BY:** Elke Doom, City Manager

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

City Manager's written report respectfully submitted for Council review.



## Agenda Statement

---

**File #:** 17-0328      **Version:** 1

**Type:** Appendix Item      **Status:** Agenda Ready

**File created:** 6/13/2017      **In control:** City Council

**On agenda:** 6/20/2017      **Final action:**

**Title:** Council Calendars - June & July 2017

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City Council Calendar - June 2017](#)  
[City Council Calendar - July 2017](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### **ITEM TITLE:**

Council Calendars - June & July 2017

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

City Council calendars for June and July 2017 attached for reference.



## Embedded Secure Document

The file <http://valdez.legistar.com:443/View.ashx?M=F&ID=5257093&GUID=1766404C-DAED-48B0-BDCF-11FFC5883C1B> is a secure document that has been embedded in this document. Double click the pushpin to view.



## Application Form

---

### Profile

Mark

First Name

Swanson

Last Name

emmiekswanson@gmail.com

Email Address

PO Box 851

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

1553 Dewey Court

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Home: (907) 835-2541

Primary Phone

Home: (907) 255-1984

Alternate Phone

retired

Employer

retired

Occupation

---

### Which Boards would you like to apply for?

Ports & Harbors Commission: On Agenda

---

### How did you learn about this vacancy? \*

☒ I am a Current Board/Commission Member

---

### Interests & Experience

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

---

I have served on the Ports and Harbors commission for several terms as its chair person and have been interested in the new harbor construction project planning since my days as captain of the port (2002-2005) and directly involved in its funding and implementation as a member of the P&H commission since 2010. The commission in addition to seeing that major project through is now engaged in developing a Valdez waterfront master plan. i would like to help continue with both projects.

---

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

---

Resume with work, education, and relevant experience attached. I have served as a member and currently also serve as chair of the PWS college council.

---

[Swanson\\_Resume\\_2017.doc](#)

Upload a Resume or Letter of Interest

**MARK A. SWANSON**  
1553 Dewey Court, Valdez, AK 99686  
P.O Box 851  
Cell phone 907 255 1984

**Education:** M.Sc. Mechanical Engineering, Univ. of Michigan, Ann Arbor, MI, 08/1990  
M.Sc. Naval Architecture & Marine Engineering, Univ. of Michigan, Ann Arbor, Michigan, 08/1990  
B.S. Naval Architecture & Marine Engineering, U. S. Coast Guard Academy, New London, Connecticut, 05/1984

**Employment:**

2016 – Present: Retired

2010-2016 Executive Director, Prince William Sound Regional Citizens' Advisory Council

2008 - 2010: Emergency Response Manager, Shell Trading (Shipping) Houston, TX

2005 - 2008: Lloyd's Register North America, Inc., Houston, TX  
Business Development Manager, External Training Manager,  
Marine Training Services Instructor, Internal Quality Auditor

2002 – 2005: USCG Marine Safety Office, Valdez,, AK  
Commanding Officer, Captain of the Port, Federal On-Scene Coordinator, Federal Maritime Security Coordinator, Prince William Sound

1996 – 2002: USCG Marine Safety Office, Houston-Galveston

2001 -2002: USCG Executive Officer, Alternate Captain of the Port, Alternate Federal On-Scene Coordinator

1999 - 2001: Chief, Inspections Dept

1998 - 1999: Assist Chief, Port Operations Department

1996 - 1998: Chief, Foreign Vessels Branch

1994 - 1996: World Maritime University, Malmö, Sweden  
Lecturer, USCG / IMO Naval Architecture, Marine Engineering

1990 - 1994: Coast Guard Marine Safety Center, Washington, DC  
USCG Staff Naval Architect, Salvage Team Member

1986 - 1988: U.S. Navy Damage Control Assistant School, Newport, RI  
USCG / USN Naval Architecture and Emergency Salvage Instructor

1984-'86: U.S. Coast Guard Cutter UTE, Key West, FL  
USCG Student Engineer, Assist Engineer Officer, Deck Watch Officer,  
Law Enforcement Boarding Officer

1984: U. S Coast Guard Academy, New London, CT  
USCG Sailing and Nautical Skills instructor

**Skills and Abilities**

**Engineering / Technical Expertise**

Accomplished Instructor / Lecturer:

Shell Emergency Response Incident Commander and Incident Command System Instructor.  
Lloyd's Register accredited instructor for Risk Management, Incident Investigation, Ballast Water Management, LNG Shipping, Hull Inspections & Damage Repair, Ship Classification & Statutory Surveys.

USN, USCG and IMO accredited instructor for Naval Architecture (ship design, intact & damage stability, structures, sea-keeping, motions, load analysis, ship powering and propulsion)  
Mechanical Engineering, Fluid Mechanics, Mechanics of Materials, Finite Element analysis  
Advanced engineering mathematics (calculus, differential equations, linear algebra)

Accomplished reviewing approving engineer:

Ship construction, structures and stability regulatory compliance review specializing in: Novel materials (FRP, Carbon Fiber, sandwich composites, epoxy-wood-FRP laminates) Novel hull forms (SWATH, Hydrofoils, hovercraft, MODUs Lift boats, Surface piercing catamarans, sail craft etc.)

Led various teams responsible for enforcing all domestic and international regulatory requirements for passenger and commercial ships and domestic vapor control and water pollution prevention regulations for all (153 +) oil and chemical terminals in Houston, TX and in Valdez, AK (1996 – 2005)

Significant operational and technical salvage engineering expertise

Led Shell's technical and representative interaction with west coast (WA, CA, OR) Area Contingency Plan Committees, and regulatory bodies

### **People & Project Management,**

Organized and led Shell's participation in 140 person spill (PREP) exercise 2009.

Outfitted, staffed, trained, and commissioned 4-vessel search and rescue and homeland security small boat station 2002-'04

Developed and successfully marketed new business product (Marine Training) throughout North and Central America

Oversaw 10M\$ in re-capitalization /construction projects :

56 new family garage units (2002)

replaced 3 electronic support and facility maintenance buildings (2004-'05)

Replaced community social & recreation center (2002)

Digital upgrade of microwave links to 7 remote communications sites (2004)

Installation of Infrared port security surveillance system

Led regulated industry to first ever "zero-Alaskan-oil-spills" year (2003)

Led top performing USCG unit in Pacific Area 2002-'03

Led top performing USCG unit in Alaska 2004

### **Maritime Security:**

Directed initial Post 9/11 security response actions for Port Of Houston, Texas

Delivered ISPS / MTSA implementation training at international conference Vladivostok Maritime College, (October 2004)

Led on-time, zero-deficiency, Alaskan area implementation of MTSA/ISPS code

Chartered & chaired Prince William Sound Area Maritime Security Committee

Served as Incident Commander for month-long multi-agency Trans- Alaskan Pipeline Security Operation "White Christmas" (2003-'04)

### **Spill Response / Environmental protection:**

Currently serving as staff leader for PWS region's premier citizen environmental group. Organized and directed Shell's participation in 2009 PREP exercise Yabucoa Puerto Rico Chemical Refinery. Lead numerous QI drills and Tier I response exercises for Shell facilities throughout North America. Member, and manager of Shell's National Response Team and Away Team.

As lead Federal Responder, Organized and directed 2004 "NPREP" Prince William Sound area wide oil-spill preparedness exercise

Overall lead Federal Official directing spill response efforts for multiple major and minor Houston and minor Alaskan area spills (1998, 2001-'05)

Expanded Prince William Sound regional Spill response capabilities for non TAPS oil spills with two historic USCG-Tribal spill-response Memorandums of Understanding  
Salvage Engineer 1993 Tampa Bay Ocean 255, Maritrans collision & Oil Spill

**Ballast Water, Inert Gas, Vapor Control**

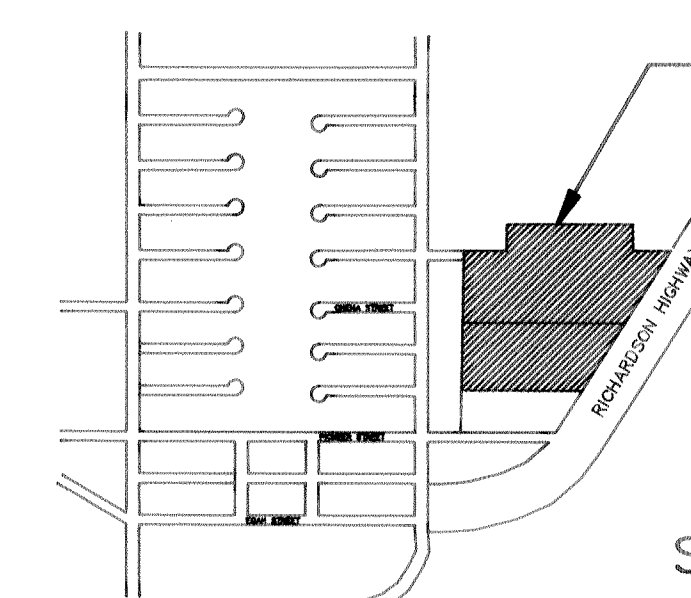
Spearheaded Chemical Transportation Advisory Committee work group efforts developing best practices to prevent accidental Nitrogen over pressurization of tanks during ship tank conditioning at berth (2000-'01)  
Delivered Ballast Water Management technical training to USCG and international delegates in Houston, and Panama, (2006-'07)

**Public Speaking:**

Accomplished formal Key Note speaker / Master of Ceremonies Military, Industry, Public Functions  
Accomplished Instructor (4 assignments/ 7 years as teacher)  
Experienced TV, Radio, Documentary, newsprint interviewee  
Experienced host to Senate, Congressional, and other VIP visitors  
Accomplished extemporaneous speaker, panelist, subject matter expert, meeting chairman

**Languages:**

Swedish 10 years formal study (near-fluent reading, modest listening, fair speaking ability)  
Spanish 9 years formal study (modest reading, listening, fair speaking abilities)



SCALE: 1"=1200'

SEC. 31, SEC. 32, T8S,R6W, C.R.M.

## OWNERSHIP CERTIFICATE:

We hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plan of subdivision by our free consent.

OWNERS:  
GAVORA, INC.  
WILLIAM WAGUMAN  
CANDICE WAGUMAN  
P.O.BOX 80589  
FAIRBANKS, AK 99708

Owner V. Paul Gowora

Owner William Kunguwaya J.V. Gowora P.O.F.

Owner William Kunguwaya J.V. Gowora P.O.F.

Date Jan 12, 01

NOTARY'S ACKNOWLEDGEMENT:

STATE OF ALASKA, <sup>4th</sup> THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY THAT ON THIS            DAY OF  
BEFORE ME, A NOTARY OF THE PUBLIC IN AND FOR THE  
STATE OF ALASKA, DULY COMMISSIONED AND SWORN,  
PERSONALLY APPEARED

V. Paul Savora, individually and as

Attorney in fact for William & Candace Wue  
WHO SIGNED THIS PLAT AS OWNERS OF THIS PROPERTY

NOTARY of the PUBLIC Cathy Walco  
MY COMMISSION EXPIRES 12-4-04

PLANNING and ZONING COMMISSION

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THIS COMMISSION AND IS HEREBY APPROVED.

SIGNED Mark A. Volz DATE 1-17-01  
CHAIRMAN  
PLANNING AND ZONING COMMISSION

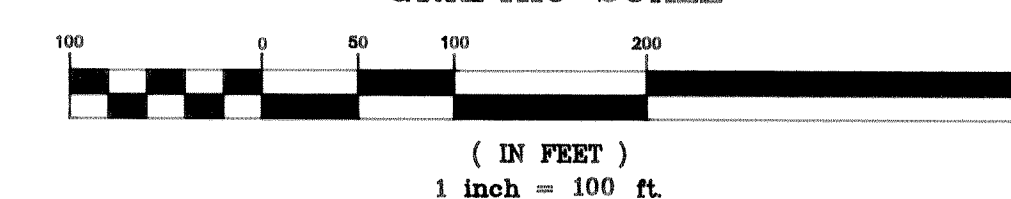
CERTIFICATE OF PAYMENT OF TAXES:

I, Shari L. Curce, CITY CLERK FOR THE CITY OF VALDEZ, ALASKA DO HEREBY CERTIFY THAT ALL TAXES LEVIED AGAINST THE PROPERTY REPRESENTED BY THIS PLAT ARE PAID AS OF 2/5/2001

CITY CLERK Sheri L. Pierce DATE 2/5/2008



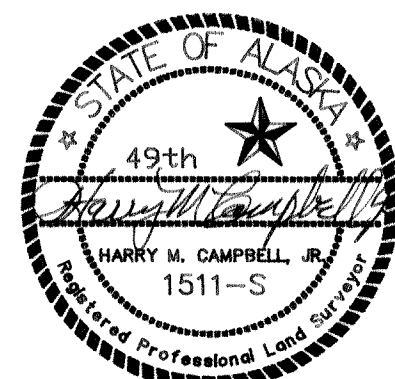
GRAPHIC SCALE



SURVEYOR'S CERTIFICATE:

I hereby certify that I am a Registered Professional Land Surveyor in the State of Alaska and that this plat represents a survey made by me or under my direct supervision, and that the monuments shown thereon actually exist as described, and that all dimensional and other details are true and correct to the best of my knowledge.

Date: 1/11/2001 Harry M Campbell Jr  
Registered Professional Land Surveyor



### LEGEND

- 5/8" REBAR W/ 1 1/2" AL. CAP RECOVERED
- 5/8" X 30" REBAR RECOVERED
- 5/8" X 30" REBAR SET THIS SURVEY
- ⊗ B.L.M./G.L.O. BRASSCAP MONUMENTS RECOVERED THIS SURVEY.

2001-1  
VALDEZ REC D  
\$20  
Date 2/5 200  
Time 12:10 P  
Request by PNWT  
Address

PREPARED FOR OWNERS  
GAVORA, INC.  
WILLIAM and CANDICE WAGUMAN  
P.O. BOX 80589  
FAIRBANKS, AK 99708

SURVEYOR: CAMPBELL SURVEYING  
HARRY M. CAMPBELL, JR.  
P. O. BOX 721  
PALMER, AK 99645  
PHONE (907) 745-4157

SLEEPY HOLLOW ADDITION NO. 5

CREATE BY SUBDIVISION OF  
SLEEPY HOLLOW ADDITION, LOT 3 and a  
PORTION OF USS 349

FILE: RVPARK2

DRAWN &amp; CHECKED: DECEMBER 2000—HMC

SURVEYED: OCTOBER, 1999

SCALE: 1" = 100'



Gulkana St

Foraker St

Eklutna St

Dadina St

Chena St

Bremner St

Meals Ave

E Dadina St

E Chena St

E Bremner St

Wamsley  
Lt 6 Sleepy  
0.56 Acres

Waugaman  
Lt 2 Sleepy Hollow Add #5  
14.96 Acres

Quiroz  
PTN USS 349  
1.08 Acres

30 Litrell Ln

Richardson Hwy

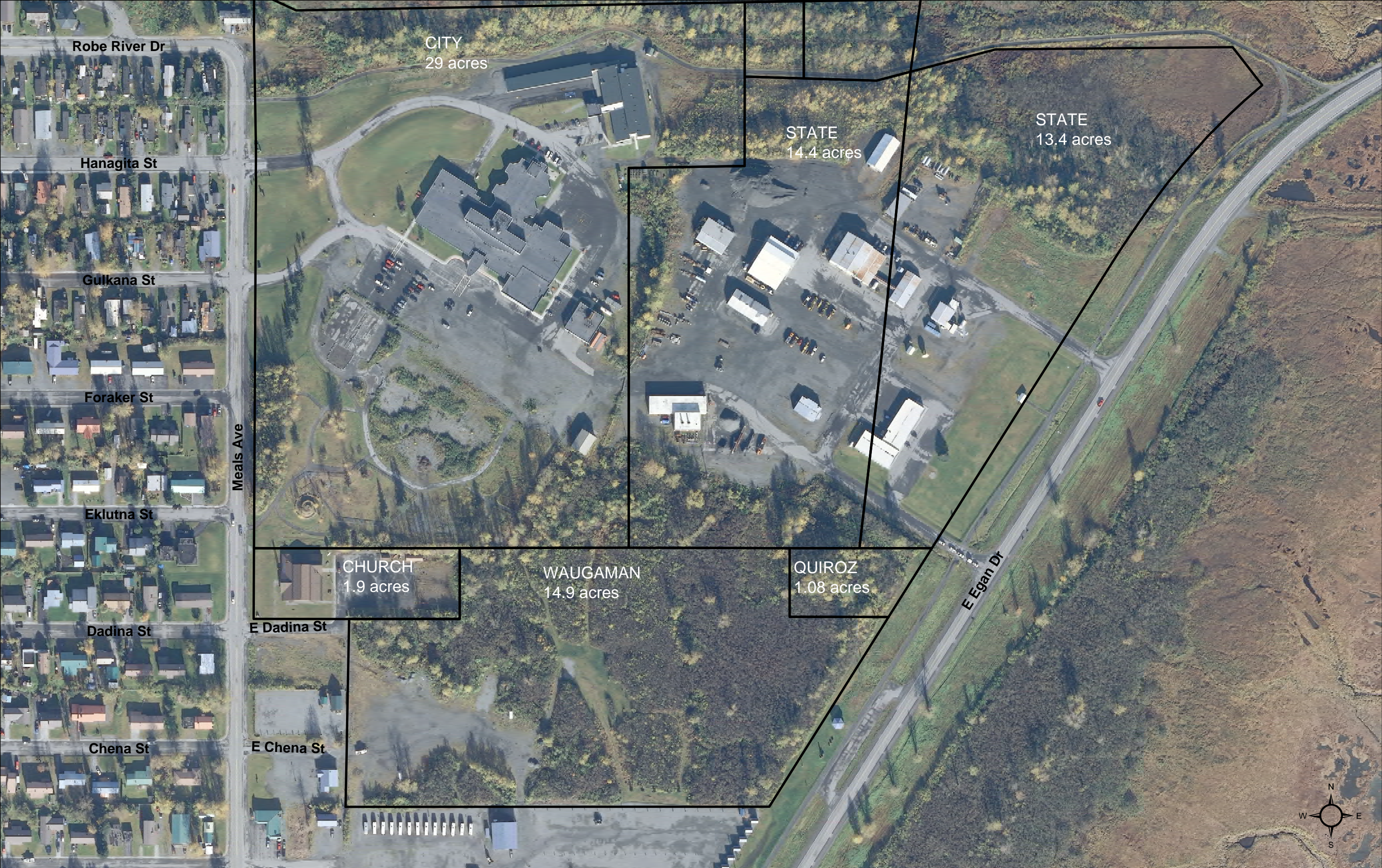
Aurora Ave

E Egan Dr



BASE MAP PROVIDED BY: COV ComDev Dept.  
ALL FEATURES ASSOCIATED WITH THIS MAP  
ARE SUBJECT TO THE COV DISCLAIMER FOR  
ACCURACY AND USE. SCALE: 1 in =150 ft

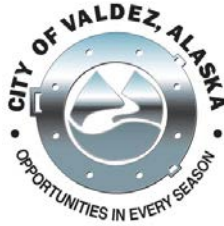






Summary of Proposals Received				Project: Lowe River Slope Improvements													
Bid Opening				Contract No. 17-310-8060													
Date: May 31, 2017 10:00am				Project No. 1311													
Place: Capital Facilities Conference Room				Harris Sand and Gravel, Inc.													
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization and Demobilization	LS	1	NA	\$2,000.00	NA											
2	Environmental Protection, SWPPP, Permitting	LS	1	NA	\$5,000.00	NA											
3	Diversion	LS	1	NA	\$1,200.00	NA											
4	Construction Survey	LS	1	NA	\$2,500.00	NA											
5	As-built Survey	LS	1	NA	\$500.00	NA											
6	Riprap, Class 3	CY	400	\$100.00	\$40,000.00												
	Addendum(s) Acknowledged																
	Bid Bond				✓												
	Alaska Business License				✓												
	Alaska Contractor License				✓												
	Bid Schedule				✓												
	Total Base Bid				\$51,200.00												
	Local bidder preference 10%																
	Total Adjusted Bid																
The bid totals are subject to correction after the bids have been completely reviewed.																	
Totals have been reviewed <div>✓</div>																	
Totals have been corrected <div>N/A</div>																	
I hereby certify that the above is a true and correct summary of proposals received. <div>Saint Peter</div> Project Manager																	

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
**Project No.: 310-6450**  
**Contract No. 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**



**City of Valdez**  
**Contract Amendment #9**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and ARCADIS, INC. (“Contractor”), regarding the following AGREEMENT dated the 5<sup>th</sup> day of August 2014:

**Project: Project Management Services for the New Small Boat Harbor**

**Project No: 310-6450**

**Contract No.: 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

Contractor’s project manager under this agreement is Ron Rozak, PE.

City’s project manager is Laura Langdon.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: to provide project management and construction administration for Phase II through December 31, 2018.

**ARTICLE 2. Scope of Work - Period of Performance**

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

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$340,548.00

Amount Changed by previously authorized Amendment: \$1,321,607.06

AGREEMENT Amount prior to this Amendment: \$1, 662,155.06

Amount of this Amendment: \$877,313.00 as set forth in Appendix B.

New total AGREEMENT amount including this Amendment: \$2,539,468.06

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**ARTICLE 4. Extent of Agreement:**

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

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

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

Appendix C and Appendix D are incorporated herein by reference.

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

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.

**ARCADIS, INC.**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Elke Doom, City Manager

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Dean Day, P.E., Capital Facilities Director

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**Appendix A  
Scope of Work**

**BASIC SERVICES**

The scope of this Contract has been amended over time. This Amendment is for additional services related to project management and construction administration including project coordination and close out through December 31, 2108, as available funds permit, prior to execution of any other Agreement Amendment or other Agreement that the parties may hereafter agree to execute. The scope of work is more specifically described in the letter from Contractor to City dated June 9, 2017

June 9, 2017

Laura Langdon, Project Manager  
City of Valdez  
212 Chenega Ave.  
Valdez, AK 99686

**RE: Valdez New Boat Harbor Phase 2 Construction (June 21, 2017 – December 31, 2018)**  
**Project Management/Construction Management Services – Contract #1176, Amendment 9**

Dear Ms. Langdon,

We are pleased to continue supporting the City of Valdez and the project team on Phase 2 of the New Boat Harbor Development project. We have based our proposed approach, labor effort and expenses for the management of the Phase 2 Uplands Facilities and Inner Harbor Facilities on the following:

1. Phase 2 Uplands Facilities Inner Harbor Facilities Bid Documents and Addendum
2. Pacific Pile & Marine's (PPM) Preliminary Work Plan and Milestone Schedule dated May 5, 2017
3. Scoping discussions with the City and R&M on May 30, 2017
4. Subsequent discussions with the City to resolve gaps/overlaps between Arcadis' and R&M's services during Phase 2

**Project Staffing:** We are including the same core project management team that has been engaged in the harbor project since Fall 2014, when the Valdez Harbor project management services contract was awarded.

- **Ron Rozak, PE** will provide project management support and on-site construction management in Valdez to oversee site activities. When on-site presence is not warranted, Ron will support the project from our Anchorage office and travel to Valdez for key meetings/project activities. Ron will be supported by Arcadis' Anchorage-based project administration personnel.
- **Roe Sturgulewski (Ascent PgM)** will help administer and coordinate the City contract with USACE; provide risk assessment and management assistance; assist with resolving issues; participate in Executive Committee meetings and briefings as needed; review the master schedule and updates; and review cost proposals or other materials as requested.
- **Joyce Kuhn, Cynthia Oistad and Allison Murrell** will provide budget and schedule management, project administration, meeting minutes, document controls, stakeholder outreach (as requested), and project graphics for presentations and monthly construction progress reports.

**Valdez Project Office:** While in Valdez, Ron proposes to place a small trailer on the City parcel adjacent Fisherman's Dock for use as a field office. Billing amounts for mobilization/demobilization and setup/takedown of the field office and monthly rent (housing is equal to Valdez apartment rental) which includes furniture, utilities, secure internet service, copy machine, cleaning and maintenance are included in this cost proposal. Our proposed cost for providing a field office is less than the quote last spring from a local Contractor. Working from a trailer next to the project site rather than the Capital Facilities office at the airport will allow Ron to have an office at the harbor construction site so he can easily observe site activities and quickly respond to issues in the field. The field office will also provide work space, internet service and copier/scanner for use by R&M's engineers and inspectors during their site visits and inspections.

**City Primary Contact:** We understand that you (Laura Langdon) will be our primary City contact for daily communications. Laura will participate with Arcadis in periodic Executive Committee and construction coordination meetings, facilitate communicating and reporting within the City, assist with authorizations and processing of payment applications and change orders. To maintain management continuity and minimize costs for consultant services, we recommend Laura, or another qualified City employee, perform "fill-in" site observations and inspections as needed, such as during the rock excavation period, when Ron is not at the site or not in Valdez on full-time status.

**R&M Consultants:** Ron will coordinate with R&M's construction phase team throughout Phase 2. As the Engineer of Record, we assume R&M will perform the following services during Phase 2 construction: provide conformed construction documents, participation in coordination meetings, perform timely review of submittals, provide timely responses to requests for technical information (RFIs) from the contractor, provide technical advice to the Owner when needed, perform periodic technical inspections with reports of fabrication/construction, perform Substantial Completion and Final Inspections, and prepare the Record Documents. R&M will perform inspections and provide materials testing services for the uplands and in water construction work, and at the fabrication yards in the Seattle area.

**Phase 2 Scope of Work:** Arcadis is proposing to perform the following project management and construction administration tasks as needed or directed through closeout of the PPM contract. This amendment scope includes services through December 31, 2018, approximately one month after PPM's demobilization date presented in their preliminary project completion schedule. We understand the City's contract with PPM allows for a later completion (October 1, 2019), but it is also understood the City may try to negotiate a shorter completion than proposed by PPM, if the current USACE contract work is completed this summer rather than late December 2017. Below is the scope of management services Arcadis will provide for Phase 2:

- Serve as Owner's Representative and coordinate with stakeholders: City departments, public utilities, USACE, Western Marine Construction (WMC), PPM, SERVS, canneries, State agencies
- Facilitate Executive Committee meetings and brief Ports & Harbor Commission and City Council, each monthly
- Conduct weekly project coordination meetings and special issue meetings with the City and R&M
- Monitor the Phase 2 work progress, costs and schedule and manage the project budget
- Prepare monthly project status reports for distribution to City and Council at second monthly meeting; which will include updates to schedule and project budget
- Coordinate with USACE and WMC for breakwater access and restoration of the areas that were used
- Monitor WMC progress and assist City in administration of contract with USACE, including compliance obligations, review USACE reports, and coordinate turnover of basin control to the City and PPM
- Provide project management and oversight of contractor work, designer services, inspection and testing
- Perform inspections and prepare reports of the Work on days when R&M's inspector is not on site
- Review PPM, R&M and Inspection Firm applications for payment and provide recommendations to the Owner
- Monitor the submittal/shop drawing process and the request for information (RFI) activities
- Administer requests, review cost proposals, and draft change orders for processing by the City
- Coordinate site access and laydown with concurrent construction contracts, i.e. WMC and future fuel vendor
- Oversee the Substantial Completion Final Inspections and monitor punchlist corrective work
- Oversee commissioning, project closeout and final accounting requirements

**Schedule:** Our current contract for project management services will end on June 20, 2017. This proposal includes project management services from June 21, 2017 through December 31, 2018.



**Proposed Cost:** Arcadis is proposing to perform the above services on Time and Materials (T&M) basis not to exceed \$877,313 without authorization. This T&M contract approach allows the City to shift the effort or request optional services within the general scope and contract amount. Our contract summary is shown below and the cost summary breakdown for labor, expenses and consultant services is provided on the attached Fee Schedule. The sub-consultant proposal from Ascent is attached. Our rates have not increased since January 2016. However, in this fee proposal, we have included a modest 3% rate increase effective January 2018.

**Assumptions and Limitations:**

- Special inspections for building construction, subgrade compaction testing, concrete sampling/testing, welding inspection, pile driving technical inspections, and other activities requiring certifications or special qualifications are not included.
- This scope covers proposed activity from June 21, 2017 to December 31, 2018. Only actual labor, expenses at rates quoted, and consultant costs per attached agreement, utilized on the project will be invoiced to the City.
- Daily rates are used for lodging and per diem for periodic site visits, but switch to the monthly lodging rate when the combined costs for lodging and per diem exceeds the full-time lodging rate.
- Monthly rates for the harbor area field office and Ron's lodging are an average that include seasonal variations in electricity, fuel oil and propane consumption and costs and maintenance requirements. Mobilization of the field office includes trailer acquisition, transport to the site, anchoring/blocking/steps at site, renovation to provide efficient office layout, connect electrical and telecom service.
- Uncertainty remains regarding WMC's completion of dredging and breakwater work; early access for PPM to the basin for piling and float installation; modifications to the USACE permits for in-water rock removal, and possible changes related to a Comprehensive Waterfront Development Plan.
- Although we have tried to be conservative in our estimate of the time and expenses to accomplish the above work, our services are dependent on the contractor's activities and schedule and the degree of observation or inspection needed to provide quality assurance, which might change and affect the level or duration of our services. PPM plans to work 7 days per week, 12 hours per day during the in-water rock work and dredging activity, scheduled to start March 14, 2018 and finish May 29, 2018. Our proposal is based on a reasonable approach to oversee PPM's work (not including moving the dredge barge, equipment startup, changes or breakdowns) whereby Ron would work up to 60 hours per week and Laura or others would provide additional oversight as needed.
- Arcadis will inform the City as soon as we become aware of events out of our control that may cause the level and cost for our services to exceed the contract scope and amount.

We welcome an opportunity to discuss this proposal with you and to support the City on successful delivery of this important harbor infrastructure project. If there is additional information we can provide, please contact Ron Rozak at 907.382.2933.

Sincerely,



Kent Crandall, AIA  
Alaska Operations Leader

**Valdez New Boat Harbor Cost Proposal for Phase 2 Project/Construction Management Services - Amendment 9 (June 21, 2017 - Dec 31, 2018)**

Project Team Member	2017 Rates	2017							2017 Total Hours	2018 Rates	2018												2018 Total Hours	TOTAL (2017 + 2018)
		Jun	Jul	Aug	Sept	Oct	Nov	Dec			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Ron Rozak, PE, Construction Manager	\$160	56	188	200	184	192	144	124	1088	\$165	78	104	240	280	280	184	184	192	192	184	154	136	2208	\$537,958
Cynthia Oistad, Contract Admin/Communications	\$131	4	4	4	4	4	4	4	28	\$135	4	4	4	4	4	4	4	4	4	4	4	4	48	\$10,145
Joyce Kuhn, Sr. Project Assistant/Document Control	\$88	8	12	8	8	8	8	8	60	\$91	12	8	8	8	8	8	8	8	8	12	12	12	112	\$15,432
Allison Murrell, Administrative Support	\$78	40	85	85	85	85	85	85	550	\$80	85	85	85	85	85	85	85	85	85	85	85	85	1020	\$124,847
<b>Total Labor Hours</b>		<b>108</b>	<b>289</b>	<b>297</b>	<b>281</b>	<b>289</b>	<b>241</b>	<b>221</b>	<b>1726</b>		<b>179</b>	<b>201</b>	<b>337</b>	<b>377</b>	<b>377</b>	<b>281</b>	<b>281</b>	<b>289</b>	<b>289</b>	<b>285</b>	<b>255</b>	<b>237</b>	<b>3388</b>	<b>\$688,382</b>

<b>Subcontractor</b>	
Ascent Pgm (Roe Sturgulewski + Project Support)	\$105,000
5% markup on Subcontractor	\$5,250
<b>Total Subcontractor Expenses</b>	<b>\$110,250</b>

<b>Expenses</b>	
Round Trip Airfare (ANC-VDZ) (\$320 * 24 trips)	\$7,680
Car rental (Valdez) (\$100/day * 24 days)	\$2,400
ANC Parking or taxi (\$40/trip * 24 trips)	\$960
Vehicle mileage (ANC-VDZ) average 640 miles/trip @ \$0.535/mile (27 trips)	\$9,245
Per Diem - not charged when full-time in Valdez (\$45/day * 50 days)	\$2,250
Lodging, full-time residence in Valdez (\$1800/month *11 months)	\$19,800
Lodging for periodic trips - when not full-time residence in Valdez (\$100 x 80 days)	\$8,000
Harbor area field office mob/demob, rent, furniture, utilities, internet, copier (Lump Sum for \$2000 mob/setup, \$1200/month for 18 months, \$1000 takedown/demob)	\$24,600
5% markup on expenses	\$3,747
<b>Total Expenses</b>	<b>\$78,682</b>

**Assumptions:**

City will only be billed for actual Labor and Expenses per above rates

Based on PPM Preliminary Milestone Schedule (May 5, 2017) - Completion Date December 2018

Average of 38 hours per week for Ron Rozak, except for 60 hours/week from March 14 to May 29, 2018

Average of 23 hours a week for Arcadis admin support

5-6 hours a week for Roe Sturgulewski (Ascent Pgm)

Fee includes a 3% labor rate increase effective January 2018

<b>TOTAL COST</b>	<b>\$877,313</b>
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May 23, 2016

Ron Rozak  
Arcadis  
880 H Street, Suite 101  
Anchorage, Alaska 99501

**Re: Valdez New Boat Harbor  
Program Management Support Services**

Dear Ron,

This provides a fee proposal to assist Arcadis in the program management of the remaining work associated with the Valdez New Boat Harbor Project.

Ascent will provide subcontractor support to Arcadis and the City of Valdez in management of the Valdez New Boat Harbor Program as follows.

- Assist Arcadis and the City of Valdez in the administration and coordination of the USACE/ City of Valdez contract. The effort will include, but not be limited to assisting with compliance obligations of the Contract Terms and Conditions, reviewing and negotiation assistance with USACE cost reports and proposals, and negotiation and coordination of turnover of basin control from Western Marine, the USACE contractor, to PPM, the City of Valdez Phase 2 Contractor.
- Provide risk management assistance including assessment, tracking and mitigation. The focus of the effort will include both Construction package(s) and interfaces with other related City of Valdez procurements. The focus and level of effort will be as requested by Arcadis and tailored to meet the Program needs. Comments will be provided to Arcadis and the Executive Committee as requested.
- Assist with Issue Resolution as requested.
- Participate in Executive Committee meetings and other City briefings and/ or meetings as requested. Provide responses to action items assigned during these meetings as requested.
- Provide review and oversight assistance to Arcadis in their management and tracking of the Project Budget. This will include, but not be limited to evaluating structural modifications related to packaging changes, reviewing draft monthly budget reports, and participating in developing Estimates to Complete for individual budget items and/or contingency allocations as requested.

- Assist Arcadis in updating and tracking the overall Program Master Schedule. The Master Schedule will be evaluated and updated as appropriate on a monthly basis.
- Review cost proposals, work products, deliverables or communication pieces as requested.
- Provide other services for the Phase 2 Project and entire Program as requested.

We propose to complete the scope of work listed above on a time and expenses (T&E) basis not to exceed \$105,000. 2017 billing rates for Roe Sturgulewski and Erin Baca would be \$196/hr and \$80/hr respectively. 2018 rates will be increased 3%. It's anticipated the work will be generally complete by the end of 2018 which is consistent and slightly conservative with respect to the PPM Phase 2 New Harbor Development Schedule, dated May 5, 2017. This level of effort equates to approximately 25 hours per month for Roe and 6 hours per month for Erin.

Please contact me at 907.244.8669 if you have any questions or comments to this proposal.

Sincerely,



Roe Sturgulewski  
Program Support  
Ascent  
+1 907 244 8669  
Roe.Sturgulewski@ascentpgm.com

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**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 “time and materials” and shall not exceed \$877,313.00 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**Appendix C  
General Conditions**

**I. Definitions:**

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

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

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

Consultant's Project Manager: 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.

Funding Agency(s): 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.

Prime Compensation: 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.

Subconsultant: 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.

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

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 or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

**III. Indemnification**

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 employ 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:**

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
**Project No.: 310-6450**  
**Contract No. 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

V. Payments:

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

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 n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to 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.



**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

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**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**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 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 or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the 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

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

nonconformance to 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 of the termination would have to be absorbed by the Consultant without further compensation.

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

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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
**Project No.: 310-6450**  
**Contract No. 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**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.

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 which subcontract amount exceed \$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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the 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,

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

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 which 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 which the Consultant may 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 fraudulent as to the claim unless, with 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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
**Project No.: 310-6450**  
**Contract No. 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

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 which 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 their payment by any Subconsultant or any other persons in the performance of this Agreement.

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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
**Project No.: 310-6450**  
**Contract No. 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**Appendix D**  
**Standard Labor Rates for the Consultant**

See attached labor rate schedule from Arcadis, Inc.

## 2017 Arcadis Rate Schedule

Team Member	Hourly Rate
Ronald Rozak, PE	\$160
Joyce Kuhn	\$88
Allison Murrell	\$78

### NOTES:

This fee schedule includes fully burdened hourly rates inclusive of overhead, G&A, benefits, profit, insurance, etc. Subconsultants and expenses will be billed with a 6% administrative markup.

**From:** [Laura Langdon](#)  
**To:** ["Anthony S. Guerriero"](#)  
**Cc:** [Sheri Pierce](#); [Allie Ferko](#); [Wendy Robertson](#)  
**Subject:** RE: Contract Amendment #9 to Arcadis for Phase 2  
**Date:** Monday, June 12, 2017 11:46:01 AM  
**Attachments:** [Arcadis Contract Amendment #9.pdf](#)

---

Tony,

Thank you and I made the changes you requested. It is attached for reference.

Laura Langdon | Project Manager

City of Valdez - Capital Facilities

Office (907) 835-5478 Ext. 3

Mobile (913) 205-7448

Fax (907) 835-5574

---

**From:** Anthony S. Guerriero [mailto:[aguerriero@brenalaw.com](mailto:aguerriero@brenalaw.com)]  
**Sent:** Monday, June 12, 2017 11:23 AM  
**To:** Laura Langdon  
**Cc:** Sheri Pierce; Allie Ferko; Wendy Robertson  
**Subject:** RE: Contract Amendment #9 to Arcadis for Phase 2

**Confidential Attorney-Client Privilege**

Laura,

As a follow up to my message below, there is one more thing. There also needs to be a reference in the main body of the amendment to Appendix C (General Conditions). You can do something similar to my suggestion with regard to Appendix D.

Tony

**Anthony S. Guerriero**



**ATTORNEYS AT LAW**

RSD Building

810 N Street, Suite 100

Anchorage, AK 99501

**Tel.:** (907) 258-2000

**Fax:** (907) 258-2001

[aguerriero@brenalaw.com](mailto:aguerriero@brenalaw.com)

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---

**From:** Anthony S. Guerriero



**Sent:** Monday, June 12, 2017 11:18 AM

**To:** 'Laura Langdon' <[llangdon@ci.valdez.ak.us](mailto:llangdon@ci.valdez.ak.us)>

**Cc:** Sheri Pierce <[spierce@ci.valdez.ak.us](mailto:spierce@ci.valdez.ak.us)>; Allie Ferko <[aferko@ci.valdez.ak.us](mailto:aferko@ci.valdez.ak.us)>; Wendy Robertson <[wrobertson@ci.valdez.ak.us](mailto:wrobertson@ci.valdez.ak.us)>

**Subject:** RE: Contract Amendment #9 to Arcadis for Phase 2

Confidential Attorney-Client Privilege

Laura,

I have the following comments to Arcadis Amendment #9:

1. I would like to see a specific reference in Appendix A – Scope of Work, to the Arcadis letter that is attached. Add at the end of the present Appendix A wording something like “The scope of work is more specifically described in the letter from Contractor to City dated June 9, 2017”.
2. The body of the contract (at p. 1) states the contract amount to be \$818,313, and Appendix B indicates a contract amount not to exceed \$818,313. These references are inconsistent with the Arcadis letter (at the top of p. 3) and the attachment to the Arcadis letter that each indicate an amount not to exceed \$877,313.
3. Appendix B Indicates “time & expenses” and the Arcadis letter (at the top of p. 3) indicates “Time and Materials”; these references should be consistent.
4. There is no reference in the main body of the agreement to Appendix B. A reference needs to be added. On page 1, after the ‘Amount of this amendment’ and the correct \$\$ amount, you could add “as set forth in Appendix B.”
5. There is no reference in the main body of the agreement to Appendix D. A reference needs to be added. At the end of Article 4 you could add a sentence like “Appendix D is incorporated herein by reference.”

Contact me with questions or comments. With these proposed revisions either Sheri or Allie my use my signature stamp on this amendment once Council approval is obtained.

Tony

**Anthony S. Guerriero**



**ATTORNEYS AT LAW**

RSD Building

810 N Street, Suite 100

Anchorage, AK 99501

**Tel.:** (907) 258-2000

**Fax:** (907) 258-2001

[aguerriero@brenalaw.com](mailto:aguerriero@brenalaw.com)

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action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by responding to this email and then delete it from your system. Thank you.

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**From:** Laura Langdon [<mailto:llangdon@ci.valdez.ak.us>]  
**Sent:** Friday, June 09, 2017 3:54 PM  
**To:** Anthony S. Guerriero <[aguerriero@brenalaw.com](mailto:aguerriero@brenalaw.com)>  
**Cc:** Sheri Pierce <[spierce@ci.valdez.ak.us](mailto:spierce@ci.valdez.ak.us)>; Allie Ferko <[aferko@ci.valdez.ak.us](mailto:aferko@ci.valdez.ak.us)>; Wendy Robertson <[wrobertson@ci.valdez.ak.us](mailto:wrobertson@ci.valdez.ak.us)>  
**Subject:** Contract Amendment #9 to Arcadis for Phase 2

Tony,

Please see the proposed contract amendment #9 to Arcadis for the remainder of Phase 2. This will go to Council on June 20 for approval.

Laura Langdon | Project Manager

City of Valdez - Capital Facilities

Office (907) 835-5478 Ext. 3

Mobile (913) 205-7448

Fax (907) 835-5574

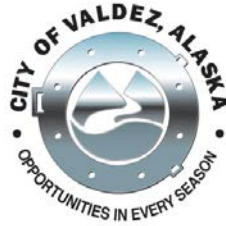
**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**



**City of Valdez  
Contract Amendment #19**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and R&M CONSULTANTS, INC. (“Contractor”), regarding the following AGREEMENT dated the 5<sup>th</sup> day of November 2012:

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No: 310-6450**

**Contract No.: 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

Contractor’s project manager under this agreement is Kim Nielsen, PE.

City’s project manager is Laura Langdon.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: to provide continued engineering support and construction administration services through December 31, 2018 for Phase 2 of the Valdez New Boat Harbor project.

**ARTICLE 2. Scope of Work - Period of Performance**

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

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$164,448

Amount Changed by previously authorized Amendments: \$2,705,922.60

AGREEMENT Amount prior to this Amendment: \$2,870,370.60

Amount of this Amendment: \$1,042,135.00 as set forth in Appendix B.

New total AGREEMENT amount including this Amendment: \$3,912,505.60

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**ARTICLE 4. Extent of Agreement:**

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

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

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

Appendix C and Appendix D are incorporated herein by reference.

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

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.

**R&M CONSULTANTS, INC.**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Elke Doom, City Manager

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Dean Day, P.E., Capital Facilities Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Brena, Bell & Clarkson, P.C.

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**Appendix A  
Scope of Work**

**BASIC SERVICES**

The scope of this Contract has been amended over time. This Amendment is for additional services related to (1) Phase 2 engineering support and construction administration including contractor work plan/schedule evaluation, submittal exchange coordination, submittal reviews, and (2) on site construction inspection, as available funds permit, prior to execution of any other Agreement Amendment or other Agreement that the parties may hereafter agree to execute. The scope of work is more specifically described in the letter from Contractor to City dated June 12, 2017.

June 12, 2017

R&M No. 1894.01

Laura Langdon  
Project Manager  
City of Valdez  
P.O. Box 307  
Valdez, AK 99686



**R&M CONSULTANTS, INC.**

9101 Vanguard Drive  
Anchorage, Alaska 99507

phone: 907.522.1707  
fax: 907.522.3403

RE: Valdez New Harbor Development, Phase 2: Construction Support Services (2017-2018)-R5.

Dear Ms. Langdon:

R&M Consultants, Inc. (R&M) is pleased to submit the attached fee proposal for providing continuing engineering services for the construction phase of the above referenced project. This fee proposal replaces the previous proposal sent on June 1, 2017 and is revised based on our discussions during the scoping teleconference on Tuesday May 30, 2017 and follow-up review comments.

We have broken the work into two tasks; Task 19) Office based engineering support, and Task 20) on-site construction inspections. For your information, we have established Task 18 to track the amount spent to date on interim engineering support provided by R&M and our subcontractors since our last amendment ended in March 2017. This provided bidding support services as well continued project coordination with USACE and the City of Valdez, ADEC water/sewer permit applications, and associated agency coordination as well as initial Construction Support effort.

The recent approved Amendment #17 for \$35,000 was applied to Task 18. We understand that there will be an upcoming Amendment #18 for an additional \$35,000 that will also be applied to this task to allow continued support until this fee proposal is finalized and executed (June 21<sup>st</sup>). These amounts are not included in this fee proposal.

The approach is based on the scope of work outlined in the Contractor's preliminary schedule, generally summarized as follows:

<u>Timeframe</u>	<u>Work Element</u>
Spring 2017	Upland Facilities Submittal Reviews, possibly also steel piling.
Summer 2017	Construction of Building Foundations and Framing (close in by winter)
Summer-Fall 2017	Submittals and procurement of piling, floats, gangways, transfer bridge, interior building coatings and furnishings
Winter 2017	Construction of Interiors of Buildings
Winter/Spring 2018	In-Water Rock Removal
May-August 2018	Installation of Floats/Piles
May & August 2018	Paving
August 2018	Landscaping
August-October 2018	Mechanical/Electrical on Floats
November 2018	Completion/Closeout

The level of effort described herein assumes that Arcadis will provide full time construction management and day-to-day administration and coordination with the City and Contractor. R&M's on-site field duties are limited to construction observation during the identified key aspects of the work, and construction inspection as defined herein.

We assume that Arcadis or the City will make available an office space for use by R&M personnel when in the field, which will include a desk and chair, telephone, reliable internet connection and access to a printer that is capable of printing on both 11x17 and 8.5x11 paper.

The following outlines the scope of work to be performed by R&M and is separated into services for *Engineering Support During Construction (ESDC)* and *Construction Inspection*. ESDC is the office technical support by the Engineers of Record required to review contractor submittals, respond to RFIs, and conduct engineer-of-record inspections. Construction Inspection includes on-site oversight and Special Inspection during the key work tasks of the project as discussed and agreed with the City's project manager and construction manager (Arcadis). Our fee includes providing engineering services for the following scope of work and additional detail is provided in the attached backup spreadsheets:

**Task 19: Office-Based Engineering Support During Construction (ESDC):**

The office based engineering task includes on-site engineering inspections by senior engineers but does not include full time on-site construction management or inspection. This work includes all work specified in the Contract/Bid Documents to be performed by the Engineer of Record.

- Monthly Executive Teleconference Meetings (2 R&M staff)
- Continued support for interpretive panel development (by Corvus)
- Complete Conformed Documents in ACAD for Contractor's use
- Attend weekly USACE meetings by phone (June-December 2017)
- Coordinate USACE Permit Modification for in-water rock removal revised method
- USACE coordination/assistance with possible early completion negotiations
- Review and approve Contractor Shop Drawing, product data, and material certs.
- State Fire Marshall Coordination Assistance
- Respond to technical RFIs
- Periodic Engineer Inspections (in Valdez unless noted) for:
  - 3 Building Inspections (anchor bolts prior to pre-fab building installations)
  - Bilge Treatment Systems Inspection
  - Architect Inspection of Buildings
  - Mechanical/Electrical Inspection of Buildings
  - Engineer Inspection of Floats during Fabrication (2 site visits with City personnel, to Seattle fabrication yard)
  - Drive down float fabrication inspection (1 visit with City to Seattle)
  - Transfer Bridge fabrication inspection (1 visit to Seattle)
  - Landscape Architect Inspection (Bench, Boulder and Tree locations)
  - Pile Driving/Socket Procedure Inspection
  - Drive Down Float tension anchor piles
- Substantial Completion Inspections (2 R&M, 1 RSA, 1 McCool, 1 Corvus for Uplands Facilities; and 2 R&M, 1 RSA for Inner Harbor Facilities)
- Final Completion Inspections (2 R&M, 1 RSA, 1 McCool, 1 Corvus)
- Prepare Record Documents (aka As-Builts)
- Coordination with Fuel Float Vendor's float design to ensure matchup with main float.

**Task 20. On Site Construction Inspection:** This task generally consists of providing daily-onsite construction observation and documentation during the periods when the Contractor is planning to do a majority of the work (assumed July-September 2017 ) and the effort is reduced in winter 2017 (interior furnishings) to bi-weekly site visits. We assume R&M daily oversight is not needed during mechanical/electrical installation on the floats



(Engineer rough-in and completion inspections are included in Task 19) because this will be covered by Arcadis or City staff. R&M will provide a full time pile inspector during pile installation in 2018. Special inspectors will supplement the construction inspector site visits described in Task 19 and will coordinate laboratory testing of concrete, asphalt, and fills. Construction Inspection has been estimated based on the following:

- R&M Construction Inspector will perform daily observation during key activities for the building construction foundation and framing construction (assume full time July-Sept. 2017) and then reduce to bi-weekly site visits (2 days per trip) from October 2017 through September 2018.
  - Construction Inspector will be qualified to complete inspection of subgrade/compaction testing, formwork and reinforcement, concrete placement, framing, anchors and truss placement, roof decking attachment, etc.
  - The bi-weekly trips will be timed to observe key construction activities such as:
    - DD Float abutment (2017 or 2018)
    - Transfer bridge installation (Summer/Fall 2018)
    - Asphalt paving (August 2018)
    - Waterline trenching/installation (side slope of harbor, Summer/Fall 2017)
  - R&M oversight during in-water rock removal includes up to eleven 2 day trips to supplement times when Arcadis is not on site.
  - The Construction Inspector will prepare daily reports for each day of observation to document site activities and any noted deficiencies which will be immediately reported to the Contractor and the Construction Manager (Arcadis).
- Special Inspections & Lab Testing. This will include special inspections that cannot be completed by the Construction Inspector, Arcadis, or City personnel. Certified special inspectors will be brought in to supplement the R&M Project Engineer for the following:
  - Pile Installation (full time, assume 90 days during May-Aug. 2018)
  - Final compaction testing with nuclear densometer (summer 2017 for foundations, summer 2018 for paving)
  - Lab testing of fill materials (riprap, leveling course)
  - Concrete Testing (primarily 2017)
  - Asphalt Testing (2018)
  - Weld Inspection (1 trip 2017, 1-2 trips 2018)

#### Assumptions and Limitations:

- We assume that the schedule described above will be maintained and that the contractor will be working 6 days a week and 10-12 hours per day. The schedule is based on the Contractor's schedule dated May 5, 2017.
- Full time daily oversight during all construction activities is not included. The level of effort is limited as described above and relies on Arcadis assistance and direction.
- We have included lodging at a daily rate for on-site inspection. However, this cost may be reduced if we can find for rent an apartment or small house in Valdez for our on-site inspector(s) to use for the period of time planned for full time on-site work.
- Fuel Float RFP, contract award and construction support is not included.
- Construction management and administration, meetings, coordination with the stakeholders and Contractor is covered by Arcadis.
- Overall City budget oversight, monthly budget/progress reporting is covered by Arcadis.
- Coordination with CVEA, CVTC, GCI and HS&G for relocation of transformers. It is assumed Arcadis will coordinate this in Spring/Early Summer 2017.
  - Marine Mammal Observation not included/covered by Contractor.

- Travel delays are not included in our estimate for site visits and will be billed up to 8 hrs/day of actual time plus reimbursable expenses incurred.
- Arcadis will act as the owner's representative during construction. Our field responsibility will be to provide inspection to support Arcadis. We will not direct the work nor will we be directly responsible for the work done by the Contractor.
- We have not included a fee for participating in change order or claims negotiations. R&M is available to assist with any change orders or claims made by the contractor for unforeseen or out of scope work.
- It is assumed that Construction Support services may be adjusted prior to the end of the 2018 season.

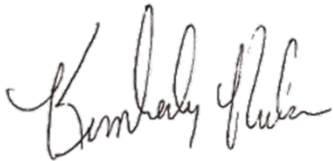
Due to the uncertain nature of this type of work that is highly dependent on the Contractor's activities which can be highly variable and are out of our control, we propose to complete the above scope of work on a time and expenses (T&E) basis not to exceed **\$1,042,135**. The cost summary breakdown by task and year is shown in the table below and a detailed breakdown of the hours estimated for each task and year is attached for your reference. Subcontractor fee proposals from McCool, Corvus, and RSA are enclosed. R&M's 2017-2018 Rate Schedules that were applied to the contract under Amendment #17 will be used.

<b>Task</b>	<b>2017 Fee Estimate</b>	<b>2018 Fee Estimate</b>
Task 19: Engineering Support During Construction	\$326,961	\$222,077
Task 20: Construction Inspection	\$196,010	\$297,087
Totals:	\$522,971	\$519,164

Please call me at (907) 646-9602 for questions or additional information.

Sincerely,

**R&M CONSULTANTS, INC.**



Kimberly Nielsen, PE  
Group Manager—Waterfront Engineering

Attachments: fee estimate backup spreadsheets, Subcontractor proposals.

**COST ESTIMATE PER TASK**

FIRM: R&M Consultants, Inc.				PROJECT TITLE: Valdez Municipal Harbor Facilities							
TASK NO: 19		TASK DESCRIPTION: Phase 2 Engineering Support During Construction (2017)						DATE: 6/9/2017			
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION									
		Principal /Sr. Structural Engineer	Project Mngr./Sr.Engr.	Sr. Waterfront Engr.	Project Waterfront/ Civil Engineer	Project Structural Engineer	Staff Engineer/Dr after	Environmental Lead	Environmental Specialist		
a	Meetings (June-Dec)										
	Monthly Exectutive Telecon Meetings (2 hrs ea)		14		14						
	Weekly construction coordination meetings (by phone)		64	8	32						
b	2017 Office Support										
	Prepare Submittal Register/Submittal Exchange		8		16		16				
	Conformed Documents		4		16	8	16				
	Shop Drawing/Submittal Reviews	40	80	60	120	80	40	4			
	Review Marine Mammal Observation Plan and report		16					16	24		
	Pre-Con Survey Coordination/Reviews		2		24		24				
	RFI Review and Response (assume 30)	20	60	40	100	80					
	RFP/Change Order Preparation/Scoping (6 each)	2	16	16	16	16	40				
	State Fire Marshall Coordination Assist.	4	4		16						
	Record Drawings (partial, for buildings only)	4	8	8	40	16	80				
	Fuel vendor's fuel float design review/coorination		24	24							
c	USACE Coordination										
	Weekly meetings (1.5 hr, June-Dec, by phone)		42								
	Permit Modification for in-water rock removal		24		8		8	24	40		
d	2017 Site Visits										
	R&M Periodic Engineer On-site Inspections (7 trips)		12	24	24	24					
	Float & DD Float Fabrication Inspections in Seattle		16	16	16	16					
	Substantial Completion Inspection	12			12						
	Final Completion Inspection		12		12						
TOTAL LABOR HOURS		82	406	196	466	240	224	44	64		
* LABOR RATES (\$/HR)		\$212.75	\$204.13	\$192.63	\$149.50	\$115.00	\$94.88	\$132.25	\$96.31		
LABOR COSTS (\$)		\$17,446	\$82,877	\$37,755	\$69,667	\$27,600	\$21,253	\$5,819	\$6,164		
						COMMENTS:  By it's nature construction support services are highly variable and dependant on the level of support needed by the City and the Contractor, as well as issues that arise during construction. The assumptions used to develop this fee proposal are outlined in the attached scope of work narrative.					
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE							
d	RT ANC to VDZ	10	\$320.00	\$3,200.00							
d	RT ANC to SEA	4	\$800.00	\$3,200.00							
d	Meals	18	\$60.00	\$1,080.00							
d	Lodging	14	\$180.00	\$2,520.00							
		0	\$0.00	\$0.00							
		0	\$0.00	\$0.00							
TOTAL EXPENSES:						\$10,000	FIRM'S LABOR:			\$268,581	
SUB-CONTRACTORS: Firm Initials and Price Per Task						FIRM'S TOTAL EXPENSES Plus 5% Mark-Up:					\$10,500
						TOTAL SUBCONTRACTOR Plus 10% Mark-Up:					\$47,880
FIRM:		McCool Carson Green	RSA	Corvus		TOTAL SUB	Current budget overage not inluded*				\$ -
AMOUNT:		\$20,317	\$15,210	\$8,000		\$43,527	TOTAL:				\$326,961

\*Note that this fee proposal does not include current budget overage of \$30,000 (to date) or additional funds expected to be spent through June 20th.

**COST ESTIMATE PER TASK**

FIRM: R&M Consultants, Inc.			PROJECT TITLE: Valdez Municipal Harbor Facilities											
TASK NO: 19		TASK DESCRIPTION: Phase 2 Engineering Support During Construction (2018)					DATE: 6/9/2017							
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION												
		Principal /Sr. Structural Engineer	Project Mngr./Sr. Engr.	Sr. Waterfront Engr.	Project Waterfront/ Civil Engineer	Project Structural Engineer	Staff Engineer/Dr after	Environmental Lead	Environmental Specialist					
a	Meetings (Jan-Dec)													
	Pre-Construction Meeting (by telephone)		2		2									
	Monthly Exectutive Telecon Meetings (2 hrs ea)		24		24									
	Weekly construction coordination meetings (by phone)		96	16	32									
b	2018 Office Support													
	Shop Drawing/Submittal Reviews	16	60	60	100	16	16							
	Review Marine Mammal Observation Plan and report		16					16	24					
	Survey Coordination/Reviews		2		24		24							
	RFI Review and Response (assume 15)	16	40	40	80	24								
	RFP/Change Order Preparation/Scoping (6 each)	2	16	16	16	16	40							
c	2018 Site Visits													
	Periodic Engineer On-site Inspections (3 trips)		12	12	12									
	Substantial Completion Inspection		12		12									
	Final Completion Inspection				12									
d	Project Closeout													
	Closeout Docs (O&M manuals, warrantees, release of claims, etc.)		4		40									
	Record Drawings (upland fac. update & inner harbor)	4	8	8	40	16	80							
TOTAL LABOR HOURS		38	292	152	394	72	160	16	24					
* LABOR RATES (\$/HR)		\$220.20	\$211.27	\$199.37	\$154.73	\$119.03	\$98.20	\$136.88	\$99.68					
LABOR COSTS (\$)		\$8,368	\$61,691	\$30,304	\$60,964	\$8,570	\$15,712	\$2,190	\$2,392					
<div><div>SUB-TASK NO.</div><div>ITEM(S)</div><div>QUANTITY</div><div>UNIT PRICE</div><div>TOTAL PRICE</div></div>						<div>COMMENTS:</div> <div>By it's nature construction support services are highly variable and dependant on the level of support needed by the City and the Contractor, as well as issues that arise during construction. The assumptions used to develop this fee proposal are outlined in the attached scope of work narrative.</div> <div>Labor rates for 2018 are estimated based on a 3.5% increase from 2017 rates.</div>								
										c	RT ANC to VDZ	6	\$320.00	\$1,920.00
										c	RT ANC to SEA	0	\$800.00	\$0.00
										c	Meals	6	\$60.00	\$360.00
										c	Lodging	6	\$180.00	\$1,080.00
												0	\$0.00	\$0.00
												0	\$0.00	\$0.00
FIRM'S LABOR:						\$190,191								
TOTAL EXPENSES:						\$3,360		FIRM'S TOTAL EXPENSES Plus 5% Mark-Up: \$3,528						
SUB-CONTRACTORS: Firm Initials and Price Per Task						TOTAL SUBCONTRACTOR Plus 10% Mark-Up: \$28,358								
FIRM:		McCool Carson Green	RSA	Corvus		TOTAL SUB								
AMOUNT:			\$13,780	\$12,000		\$25,780	TOTAL: \$222,077							

**COST ESTIMATE PER TASK**

<b>FIRM: R&amp;M Consultants, Inc.</b>				<b>PROJECT TITLE: Valdez Municipal Harbor Facilities</b>																																								
<b>TASK NO: 20</b>		<b>TASK DESCRIPTION:</b> Phase 2 Construction Inspection (2017)						<b>DATE:</b> 6/9/2017																																				
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION																																										
		Principal /Sr. Constr. Admin	Project Inspector	Project Inspector (OT)	Pile Inspector	Special Inspector	Special Inspector	Special Inspector	Materials Technician (Concrete)																																			
a	2017 On Site Observation	70																																										
	Daily Oversight/Documentation (assume full time July-September)		576	288																																								
	Above includes inspection for subgrade/compaction, formwork and reinforcement, concrete placement, framing, anchors and truss placement, roof decking attachment, etc.																																											
	Bi-Weekly Oversight/Site Visits (Assume 2 days/trip, Oct-Dec=6 trips)		96	24																																								
	Inspection reports for site trips		24																																									
b	2017 Special Inspection & Lab																																											
	Concrete testing								100																																			
	Steel Framing						30																																					
	Field Welding						10																																					
<b>TOTAL LABOR HOURS</b>		70	696	312	0	0	40	0	100																																			
<b>* LABOR RATES (\$/HR)</b>		\$175.38	\$100.63	\$150.94	\$123.63	\$123.63	\$94.88	\$94.88	\$71.88																																			
<b>LABOR COSTS (\$)</b>		\$12,277	\$70,038	\$47,093	\$0	\$0	\$3,795	\$0	\$7,188																																			
<table border="1"> <tr> <th>SUB-TASK NO.</th> <th>ITEM(S)</th> <th>QUANTITY</th> <th>UNIT PRICE</th> <th>TOTAL PRICE</th> </tr> <tr> <td>a,b</td> <td>Vehicle Rental/day</td> <td>90</td> <td>\$85.00</td> <td>\$7,650.00</td> </tr> <tr> <td>a,b</td> <td>RT ANC to VDZ</td> <td>24</td> <td>\$320.00</td> <td>\$7,680.00</td> </tr> <tr> <td>a,b</td> <td>Meals</td> <td>152</td> <td>\$60.00</td> <td>\$9,120.00</td> </tr> <tr> <td>a,b</td> <td>Lodging</td> <td>114</td> <td>\$180.00</td> <td>\$20,520.00</td> </tr> <tr> <td>b</td> <td>Laboratory Testing</td> <td>1</td> <td>\$8,000.00</td> <td>\$8,000.00</td> </tr> <tr> <td></td> <td></td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table>						SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	a,b	Vehicle Rental/day	90	\$85.00	\$7,650.00	a,b	RT ANC to VDZ	24	\$320.00	\$7,680.00	a,b	Meals	152	\$60.00	\$9,120.00	a,b	Lodging	114	\$180.00	\$20,520.00	b	Laboratory Testing	1	\$8,000.00	\$8,000.00			0	\$0.00	\$0.00	<p><b>COMMENTS:</b> By it's nature construction administration services are highly variable and dependant on the level of support needed by the City and the Contractor, as well as issues that arise during construction. The assumptions used to develop this fee proposal are outlined in the attached scope of work narrative.</p> <p>Daily &amp; Bi-Weekly oversight includes coordination and participation in weekly meetings and office/admin support while on site.</p>			
						SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE																																		
						a,b	Vehicle Rental/day	90	\$85.00	\$7,650.00																																		
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						a,b	Meals	152	\$60.00	\$9,120.00																																		
						a,b	Lodging	114	\$180.00	\$20,520.00																																		
						b	Laboratory Testing	1	\$8,000.00	\$8,000.00																																		
		0	\$0.00	\$0.00																																								
<b>FIRM'S LABOR:</b> \$140,391																																												
<b>FIRM'S TOTAL EXPENSES Plus 5% Mark-Up:</b> \$55,619																																												
<b>TOTAL SUBCONTRACTOR Plus 10% Mark-Up:</b> \$0																																												
<b>TOTAL:</b> \$196,010																																												

**COST ESTIMATE PER TASK**

<b>FIRM: R&amp;M Consultants, Inc.</b>				<b>PROJECT TITLE: Valdez Municipal Harbor Facilities</b>					
<b>TASK NO:</b> 20		<b>TASK DESCRIPTION:</b> Phase 2 Construction Inspection (2018)						<b>DATE:</b> 6/9/2017	
<b>SUB-TASK NO.</b>	<b>SUB-TASK DESCRIPTION</b>	<b>LABOR HOURS PER JOB CLASSIFICATION</b>							
		<b>Principal /Sr. Constr. Admin</b>	<b>Project Engineer/ Inspector</b>	<b>Pile Inspector</b>	<b>Materials Technician</b>	<b>Special Inspector</b>			
a	2018 On Site Observation								
	Daily Oversight/Documentation (none)								
	Bi-Weekly Oversight/Site Visits (Assume 2 days/trip, Jan-Nov)		352						
	Inspection Reports for Site Visits		36						
	11 trips to supplement Arcadis during Rock Ex (2, 12 hr days + travel)		330						
b	2018 Special Inspection								
	Subgrade/compaction					40			
	Asphalt testing				40				
	Pile Inspection (mid-May to mid-August, assume 10 hr days)			990					
	Weld Inspection					20			
<b>TOTAL LABOR HOURS</b>		0	718	990	40	60	0	0	0
<b>* LABOR RATES (\$/HR)</b>		\$178.54	\$133.90	\$127.95	\$71.88	\$95.22	\$0.00	\$0.00	\$71.88
<b>LABOR COSTS (\$)</b>		\$0	\$96,140	\$126,671	\$2,875	\$5,713	\$0	\$0	\$0
						<b>COMMENTS:</b> By it's nature construction administration services are highly variable and dependant on the level of support needed by the City and the Contractor, as well as issues that arise during construction. The assumptions used to develop this fee proposal are outlined in the attached scope of work narrative.  Daily & Bi-Weekly oversight includes coordination and participation in weekly metings and office support while on site.  Labor rates for 2018 are estimated based on a 3.5% increase from			
<b>SUB-TASK NO.</b>	<b>ITEM(S)</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>					
b	Vehicle Rental/day	100	\$85.00	\$8,500.00					
a,b	RT ANC to VDZ	37	\$320.00	\$11,840.00					
a,b	Meals	193	\$60.00	\$11,580.00					
a,b	Lodging	148	\$180.00	\$26,640.00					
b	Laboratory Testing	1	\$4,000.00	\$4,000.00					
		0	\$0.00	\$0.00					
<b>TOTAL EXPENSES:</b>						<b>\$62,560</b>			
<b>SUB-CONTRACTORS: Firm Initials and Price Per Task</b>						<b>FIRM'S LABOR:</b>			
<b>FIRM:</b>	<b>McCool Carson Green</b>	<b>RSA</b>	<b>Corvus</b>		<b>TOTAL SUB</b>	<b>\$231,399</b>			
<b>AMOUNT:</b>					<b>\$0</b>	<b>FIRM'S TOTAL EXPENSES Plus 5% Mark-Up:</b>			
						<b>\$65,688</b>			
						<b>TOTAL SUBCONTRACTOR Plus 10% Mark-Up:</b>			
						<b>\$0</b>			
						<b>TOTAL:</b>			
						<b>\$297,087</b>			

**FEE PROPOSAL**

**DATE: 10/15/2014**

To: Kim Nelson, Project Manager; R&M Consultants

Re: Valdez - NHD Upland Facilities - Fee Proposal

**Fee Proposal - Construction Administration Services**

This fee proposal is for Construction Administration Services for submittal reviews, requests for information related to design documents and site observations as outline in R&M's letter 4/19/17. The fee proposal is a Time and Material contract and will be billed on a monthly basis. Fees are based on \$3.5M Constructiution Value for Upland Facilities vertical constuction.

**Construction Services**

Principal Architect	24 hours x	\$195 =	\$4,680
Project Assistant	36 hours x	\$110 =	\$3,960
Production Support	30 hours x	\$90 =	\$2,700
Clerical	16 hours x	\$72 =	\$1,152
Site Visits (Day Trip)	2 Trips	\$2,065 =	\$4,130
Site Visits (Over night Trip)	1 Trips	\$3,695 =	\$3,695

**TOTAL FEES**

**\$20,317**

Thanks for the opportunity to provide valuable professional services.

Sincerely,



John Weir, Principal Architect  
AIA, NCARB, LEED-AP

**SIGNATURE TO APPROVE:**

**DATE:**



April 24, 2017  
**Revised April 25, 2017**

R&M Consultants Inc.  
9101 Vanguard Dr.  
Anchorage, AK 99507

ATTENTION: Kim Nielsen

Dear Kim,

**REFERENCE: Valdez Harbor Phase 2  
Electrical Fee Proposal for Construction Phase Services**

***As requested, we have broken out our estimated CA fees for 2017 and 2018.***

RSA Engineering is pleased to offer a fee proposal for additional work on the referenced project. We have based our scope of work on your 4/19/17 scoping email, along with the following assumptions:

**General:**

- Scope: Provide construction phase services for Phase 2 of the Valdez Harbor project, which includes construction of the Upland Facilities in summer 2017 and the floats/piles in summer 2018. The project is anticipated to be complete by November 2018.
- In-Office CA: Includes submittal review, RFI review/response, change order review, answering contractor questions, and preparation of record drawings based upon contractor generated redline mark-ups.
- Inspections: We will provide inspections at substantial and final completion, plus one interim progress inspection, and one inspection of the electrical work on the floats. Our proposal assumes that the final completion inspection will be done by senior staff and all other inspections will be done by staff engineers. We assume that each inspection will be done as a day trip.

**Exclusions:**

- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.

RSA proposes the following T&M fees for this project:

In-Office Construction Admin.	\$ 3,490.00	\$ 3,610.00	
Progress Inspection	\$ 1,385.00	\$ 1,385.00	\$ 1,285.00
Substantial Completion (Uplands)	\$ 1,385.00	\$ 1,385.00	\$ 1,285.00
Subtotal:	\$ 6,260.00	\$ 6,380.00	\$ 2,570.00

**Total Estimated 2017 CA Services: \$ 15,210.00**



<b><u>Construction Phase - 2018</u></b>	<b><u>Mechanical</u></b>	<b><u>Electrical</u></b>	<b><u>Expenses</u></b>
In-Office Construction Admin.	\$ 880.00	\$ 2,640.00	
Floats Electrical Inspection		\$ 1,385.00	\$ 680.00
Final Completion (Uplands & Floats)	\$ 2,225.00	\$ 2,585.00	\$ 1,285.00
Record Drawings	\$ 1,020.00	\$ 1,080.00	
Subtotal:	\$ 4,125.00	\$ 7,690.00	\$ 1,965.00
<b>Total Estimated 2018 CA Services:</b>	<b>\$ 13,780.00</b>		

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We look forward to working with you on this project.

Sincerely,



Roger Weese, P.E., RCDD  
Vice President

rlw/hhm  
17-0256r1/L2233

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Accepted for R&M Consultants



<b>Fee proposal</b>				5-Jun-17
<b>Client:</b>	R&M Consultants			
<b>Project:</b>	Valdez Small Boat Harbor CA			
<b>Contract Type:</b>	Time and Expenses			
	<b>Personnel Type</b>	Senior Principal	Landscape Architect I	Total Hours/ Total Fee
<b>Task</b>	<b>Hourly Rate</b>	\$170.00	\$115.00	
<b>1.0 Interpretive Signs (six signs)</b>				
1.01 Client coordination to get photos and text	2	14.1739		<b>16.1739</b>
1.02 95% Draft panel submittal	2	20		<b>22</b>
1.03 100% Draft panel submittal	2	8		<b>10</b>
1.04 Final camera-ready artwork	2	6		<b>8</b>
1.0 Task Total Hours	8	48.1739		<b>56.1739</b>
1.0 Task Total Fee	\$1,360	\$5,540		<b>\$6,900.00</b>
<b>Construction Services</b>				
<b>1.0 Conformed Documents</b>				
1.01 Revise and Reissue	0	4		<b>4</b>
1.0 Task Total Hours	0	4		<b>4</b>
1.0 Task Total Fee	\$0	\$460		<b>\$460.00</b>
<b>2.0 Construction Administration</b>				
2.01 RFI & Change Order Responses	2	8		<b>10</b>
2.02 Review of Submittals	2	12		<b>14</b>
2.03 Pre-Construction Meeting	2	0		<b>2</b>
2.0 Task Total Hours	6	20		<b>26</b>
2.0 Task Total Fee	\$1,020	\$2,300		<b>\$3,320.00</b>
<b>3.0 Construction Observation</b>				
3.01 Interim Observation and Reporting (1)	16	0		<b>16</b>
3.02 Substantial Completion Review and Reporting	16	0		<b>16</b>
3.03 Final Completion Review and Reporting	14	0		<b>14</b>
3.0 Task Total Hours	46	0		<b>46</b>
3.0 Task Total Fee	\$7,820	\$0		<b>\$7,820.00</b>
<b>3.0 Task Expenses</b>				<b>\$1,500.00</b>
<b>Bid Period &amp; Construction Services Totals</b>				
Labor Total Hours	52	24		<b>76</b>
Labor Total Fee	\$8,840.00	\$2,760.00		<b>\$11,600.00</b>
<b>Fee Proposal Expense Totals</b>				
Expense Total				<b>\$1,500.00</b>
<b>Fee Proposal Grand Total</b>				
Grand Total Fee				<b>\$20,000.00</b>
Fee Notes:				
1) Fee includes single copy 8.5x11 and 11x17 hard copy reproduction and digital files. Additional reproduction shall				
2) Additional deliverables, tasks, meetings and coordination beyond those outlined in this fee, and design aspects				
3) Travel delays and associated expenses shall be billed on a time and expenses basis.				

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**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 “time and expenses” and shall not exceed \$1,042,135.00 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**Appendix C  
General Conditions**

**I. Definitions:**

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

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

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

Consultant's Project Manager: 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.

Funding Agency(s): 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.

Prime Compensation: 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.

Subconsultant: 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.

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

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 or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

**III. Indemnification**

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 employ 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:**

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**V. Payments:**

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

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 n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to 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.

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**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 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 or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the 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

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

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nonconformance to 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 of the termination would have to be absorbed by the Consultant without further compensation.

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

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.



**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

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**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**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.

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 which subcontract amount exceed \$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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the 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,

**Agreement for Professional Services****Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities****Project No.: 310-6450****Contract No. 1085****Cost Code: Original #310-6450-58444; Current #310-6450-58000**

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 which 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 which the Consultant may 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 fraudulent as to the claim unless, with 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.

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**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 which 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 their payment by any Subconsultant or any other persons in the performance of this Agreement.

**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.

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**Appendix D**  
**Standard Labor Rates for the Consultant**

See attached labor rate schedule from R&M Consultants, Inc.



Professional Labor Rate Schedule					2017	2018
Last	First	Dept.	Title	Classification		
Adams	Michael	Eng	Engineering Technician	Engineer 3	\$ 107.81	\$ 111.59
Anderson	Duane	Eng	GM - Structural Eng	Professional 5	\$ 212.75	\$ 220.20
Arnett	Hans	Eng	GM - Water Resources	Professional 4	\$ 169.63	\$ 175.56
Austin	Jacob	Surv	Senior Land Surveyor	Professional 2	\$ 115.00	\$ 119.03
Banks	Aaron	ES	Senior Geologist	Professional 3	\$ 140.88	\$ 145.81
Bennett	John	Surv	Senior Land Surveyor	Professional 4	\$ 166.75	\$ 172.59
Bentti	Emily	ES	Environmental Specialist	Enviro. Spec. 2	\$ 96.31	\$ 99.68
Black	Christopher	Eng	Senior Project Engineer	Professional 3	\$ 138.00	\$ 142.83
Bogges	Peter	Surv	GM - GIS Services	GIS Specialist 5	\$ 135.13	\$ 139.85
Brinker	Randal	Surv	Senior Land Surveyor	Professional 4	\$ 163.88	\$ 169.61
Brock	David	Surv	Land Surveyor	Surveyor 3	\$ 89.13	\$ 92.24
Browning	Gregory	CA	Senior Project Engineer	Professional 3	\$ 155.25	\$ 160.68
Carlson	David	Eng	Staff Engineer	Engineer 2	\$ 89.13	\$ 92.24
Chan	Katie	Admin	Graphic Designer	Admin 1	\$ 81.94	\$ 84.81
Chang	Jai	Eng	Staff Engineer	Engineer 2	\$ 89.13	\$ 92.24
Christie	Dirk	CA	Senior Engineering Associate	Eng Associate 4	\$ 133.69	\$ 138.37
Colles	James	CA	Staff Engineer	Engineer 1	\$ 80.50	\$ 83.32
Colles	Robert	Eng	Staff Engineer	Engineer 1	\$ 80.50	\$ 83.32
Conducy	Patrick	CA	Senior Engineering Associate	Eng Associate 4	\$ 139.44	\$ 144.32
Croghan	William	CA	Senior Project Manager	Professional 4	\$ 175.38	\$ 181.51
Crowe	Joshua	Eng	Project Engineer	Professional 1	\$ 112.13	\$ 116.05
Cumlat	Jean Ursula	Eng	Staff Engineer	Engineer 1	\$ 80.50	\$ 83.32
Daley	John	Eng	Senior Project Engineer	Professional 4	\$ 181.13	\$ 187.46
DeBernardi	Lance	Eng	Senior Project Engineer	Professional 5	\$ 192.63	\$ 199.37
Dilley	Brooks	Lab/SI	Engineering Technician	Technician 3	\$ 80.50	\$ 83.32
Engle	Fredrick	CA	Senior Engineering Associate	Eng Associate 3	\$ 122.19	\$ 126.46
Fefelov	Michael	CA	Staff Engineer	Engineer 2	\$ 99.19	\$ 102.66
Fell	Christopher	ES	Senior Geologist	Professional 2	\$ 123.63	\$ 127.95
Fisher	Jeremiah	Admin	IT Systems Administrator	Technician 5	\$ 112.13	\$ 116.05
Flaherty	Patrick	CA	Senior Engineering Associate	Eng Associate 4	\$ 136.56	\$ 141.34
Frutiger	Marc	Eng	Senior Project Engineer	Professional 3	\$ 152.38	\$ 157.71
Garrett	Thomas	Eng	Senior Project Engineer	Professional 4	\$ 158.13	\$ 163.66
Goentzel	Ryan	Eng	Project Engineer	Professional 2	\$ 126.50	\$ 130.93
Grier	Timothy	Eng	GM - Surface Trans	Professional 5	\$ 212.75	\$ 220.20
Griffin	Matthew	Surv	Survey Technician	Surveyor 2	\$ 77.63	\$ 80.34
Griffith, III	Evan	Eng	GM - Airport Eng	Professional 4	\$ 178.25	\$ 184.49

Gryting	Terry	Eng	Staff Engineer	Engineer 1	\$ 71.88	\$ 74.39
Hale	David	Surv	Senior Land Surveyor	Professional 3	\$ 156.69	\$ 162.17
Hall	Sarah	Admin	Marketing Coordinator	Admin 1	\$ 80.50	\$ 83.32
Hall	Brian	CA	Senior Engineering Associate	Eng Associate 5	\$ 161.00	\$ 166.64
Hansmeyer	Michael	CA	Staff Engineer	Engineer 1	\$ 80.50	\$ 83.32
Hetzel	Paul	CA	VP - Construction Admin	Professional 5	\$ 218.50	\$ 226.15
Hewlett	Patrick	Eng	Engineering Technician	Technician 4	\$ 94.88	\$ 98.20
Holmstrom	Benjamin	Surv	Land Surveyor	Surveyor 4	\$ 100.63	\$ 104.15
Horazdovsky	Joseph	Eng	Staff Engineer	Engineer 2	\$ 99.19	\$ 102.66
Keplar	Justin	Lab/SI	Special Inspector	Inspector 3	\$ 92.00	\$ 95.22
Knox	Nicole	Eng	Senior Project Engineer	Professional 3	\$ 155.25	\$ 160.68
Koloski	Jessica	Admin	Administrative Assistant	Admin 2	\$ 94.88	\$ 98.20
Kotila	Julie	Surv	Land Surveyor	Surveyor 3	\$ 94.88	\$ 98.20
Le	Van	ES	GM - Planning	Planner 5	\$ 143.75	\$ 148.78
Lewis	Steven	Eng	Project Engineer	Professional 3	\$ 149.50	\$ 154.73
Majoros	Matthew	Eng	Project Engineer	Professional 1	\$ 112.13	\$ 116.05
McCormick	Ryan	Lab/SI	Supervising Laboratory Tech	Technician 5	\$ 107.81	\$ 111.59
McLean	Kristi	ES	Group Manager - Enviro	Enviro. Spec. 5	\$ 138.00	\$ 142.83
Meyers	Brian	Surv	Senior Land Surveyor	Professional 3	\$ 140.88	\$ 145.81
Mullen	Brian	ES	Geotechnical Engineer	Professional 1	\$ 112.13	\$ 116.05
Myers	Martha	CA	Senior Engineering Associate	Eng Associate 4	\$ 139.44	\$ 144.32
Nenahlo	Alexandra	Eng	Staff Engineer	Engineer 1	\$ 84.81	\$ 87.78
Nielsen	Kimberly	Eng	GM - Waterfront Eng	Professional 5	\$ 204.13	\$ 211.27
Oleson	Taryn	ES	Planner	Planner 2	\$ 92.00	\$ 95.22
Osburn	Jason	Eng	Senior Project Engineer	Professional 3	\$ 146.63	\$ 151.76
Parr	Charles	Surv	Senior Lands Consultant	Professional 4	\$ 166.75	\$ 172.59
Peirce	Christian	Lab/SI	Senior Special Inspector	Inspector 5	\$ 123.63	\$ 127.95
Pintner	Robert	ES	Senior Geotechnical Eng	Professional 4	\$ 176.81	\$ 183.00
Porter	Donald	Eng	GM - Site Development	Professional 5	\$ 186.88	\$ 193.42
Preston	William	Surv	VP - Geomatics	Professional 4	\$ 178.25	\$ 184.49
Prewett	Corey	Eng	Staff Engineer	Engineer 1	\$ 83.38	\$ 86.29
Redick	Ryan	Eng	Project Engineer	Professional 3	\$ 130.81	\$ 135.39
Rhodes	William	ES	Senior Geologist	Geologist 4	\$ 115.00	\$ 119.03
Rich	Justin	Surv	GIS Specialist	GIS Specialist 2	\$ 92.00	\$ 95.22
Riddle, Jr.	Charles	ES	Senior VP - Earth Sciences	Principal	\$ 244.38	\$ 252.93
Robar	James	Surv	Senior Land Surveyor	Professional 4	\$ 166.75	\$ 172.59
Robar	Kevin	Surv	Land Surveyor	Surveyor 3	\$ 92.00	\$ 95.22
Scher	Robert	ES	Senior Geotechnical Eng	Professional 5	\$ 192.63	\$ 199.37
Schmidt	Abraham	ES	Geologist	Geologist 2	\$ 92.00	\$ 95.22
Schramm	Emery	CA	Engineering Technician	Technician 2	\$ 69.00	\$ 71.42
Shamburg	Tyler	CA	Staff Engineer	Engineer 1	\$ 80.50	\$ 83.32
Shaw	Justin	Eng	Project Engineer	Professional 2	\$ 120.75	\$ 124.98
Shearer	Greg	CA	Project Engineer	Professional 3	\$ 130.81	\$ 135.39
Shepard	Allen	CA	Senior Engineering Associate	Eng Associate 5	\$ 155.25	\$ 160.68
Smith	Joshua	CA	Staff Engineer	Engineer 1	\$ 80.50	\$ 83.32
Sommer	Matthew	CA	Senior Engineering Associate	Eng Associate 3	\$ 113.56	\$ 117.54

Steed	Kim	CA	Senior Engineering Associate	Eng Associate 5	\$ 155.25	\$ 160.68
Story	Lendle	Admin	Chief Executive Officer	Principal	\$ 244.38	\$ 252.93
Sutter	Brayden	Lab/SI	Engineering Intern	Technician 2	\$ 60.38	\$ 62.49
Tilton	Karen	Surv	GM - Right of Way Services	Professional 4	\$ 166.75	\$ 172.59
Van Nortwick	Rori	Eng	Staff Engineer	Engineer 2	\$ 97.75	\$ 101.17
Varady	Joshua	Surv	Survey Technician	Surveyor 1	\$ 66.13	\$ 68.44
Wariner	Michael	Lab/SI	VP - Materials Lab and SI	Professional 4	\$ 184.00	\$ 190.44
Weiler	Chad	Surv	Senior Land Surveyor	Professional 3	\$ 140.88	\$ 145.81
Welch	Morgan	Eng	Project Engineer	Professional 1	\$ 117.88	\$ 122.00
Willoughby	Jason	CA	Engineering Associate	Inspector 4	\$ 102.06	\$ 105.63
Yi	Jacqueline	Admin	Administrative Assistant	Admin Assist 1	\$ 54.63	\$ 56.54
Yoo	Peter	CA	Staff Engineer	Engineer 3	\$ 107.81	\$ 111.59
Yunker	Michael	CA	Senior Engineering Asso	Eng Associate 3	\$ 123.63	\$ 127.95
Zellmer	Joshua	Eng	Project Engineer	Professional 2	\$ 115.00	\$ 119.03

**From:** [Anthony S. Guerriero](#)  
**To:** [Laura Langdon](#)  
**Cc:** [Sheri Pierce](#); [Allie Ferko](#); [Wendy Robertson](#)  
**Subject:** RE: Contract Amendment #19 to R&M for Phase 2  
**Date:** Monday, June 12, 2017 12:21:31 PM

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Confidential Attorney-Client Privilege

Laura,

I have the following comments to R&M Amendment #19; some of my comments are similar to those made to the Arcadis amendment:

1. I would like to see a specific reference in Appendix A – Scope of Work, to the R&M letter that is attached. Add at the end of the present Appendix A wording something like “The scope of work is more specifically described in the letter from Contractor to City dated June 9, 2017”.
2. It looks like you have attached the R&M letter and its attachments twice; if so, delete this duplication.
3. There is no reference in the main body of the agreement to Appendix D. A reference needs to be added. At the end of Article 4 you could add a sentence like “Appendix D is incorporated herein by reference.”
4. Finally, I noticed that at the top of page 3 of the R&M letter it states that “Construction Inspection may include the following”. The letter goes on to describe several functions that seem like they are mandatory rather than permissive. If this is the case, why does R&M use the word “may”. This means to me to R&M may or may not perform these tasks, and the City would have difficulty in compelling performance. Just something that caught my eye. If these tasks are mandatory, the “may” should be changed by R&M to “shall”. If “may” is the right word, it is not clear under what circumstances the listed work will be performed.

Contact me with questions or comments. With these proposed revisions either Sheri or Allie may use my signature stamp on this amendment once Council approval is obtained. I understand that my comments in item 4 above may not generate a revision; just food for thought.

Tony

**Anthony S. Guerriero**



**ATTORNEYS AT LAW**

RSD Building

810 N Street, Suite 100

Anchorage, AK 99501

**Tel.:** (907) 258-2000

**Fax:** (907) 258-2001

[aguerriero@brenalaw.com](mailto:aguerriero@brenalaw.com)



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---

**From:** Laura Langdon [mailto:llangdon@ci.valdez.ak.us]  
**Sent:** Monday, June 12, 2017 11:03 AM  
**To:** Anthony S. Guerriero <aguerriero@brenalaw.com>  
**Cc:** Sheri Pierce <spierce@ci.valdez.ak.us>; Allie Ferko <aferko@ci.valdez.ak.us>; Wendy Robertson <wrobertson@ci.valdez.ak.us>  
**Subject:** RE: Contract Amendment #19 to R&M for Phase 2

Tony,

I forgot to add the hourly rate schedule for this amendment. The addition of these final pages are the only revision to the document.

Thank you,

Laura Langdon | Project Manager

City of Valdez - Capital Facilities

Office (907) 835-5478 Ext. 3

Mobile (913) 205-7448

Fax (907) 835-5574

---

**From:** Laura Langdon  
**Sent:** Friday, June 09, 2017 4:13 PM  
**To:** 'Anthony S. Guerriero'  
**Cc:** Sheri Pierce; Allie Ferko; Wendy Robertson  
**Subject:** Contract Amendment #19 to R&M for Phase 2

Tony,

Please review this contract amendment #19 to R&M for engineering services through the end of Phase 2. This will go to Council for approval June 20.

Laura Langdon | Project Manager

City of Valdez - Capital Facilities

Office (907) 835-5478 Ext. 3

Mobile (913) 205-7448

Fax (907) 835-5574

## CITY OF VALDEZ - INSURANCE PREMIUM HISTORY

	APEI					AML / JIA	
Coverage	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>% Change</u>	<u>2017-18</u>	<u>% Change</u>
Gen Liab and Public Officials, Police	59,011	66,441	61,188	81,673	33%	80,435	31%
Workers Comp	262,108	248,645	263,551	304,074	15%	252,668	-4%
Business Auto	36,150	38,425	55,150	52,285	-5%	34,953	-37%
Marine	52,909	48,747	56,215	62,723	12%	62,723	12%
Comm. Prop., Boiler, Machinery	136,667	138,504	133,266	145,238	9%	145,238	9%
Public Employee Crime			5,363	5,363	0%	5,363	0%
Bonds	5,000	5,000	5,000	5,000	0%	5,000	0%
Member Dividend	<u>(58,010)</u>	<u>(58,507)</u>	<u>(72,309)</u>	<u>(42,902)</u>	-41%	<u>-</u>	-100%
<b>SUBTOTAL</b>	<b>493,835</b>	<b>487,255</b>	<b>507,424</b>	<b>613,454</b>	21%	<b>586,380</b>	16%
<i>Brokerage Fee</i>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>		<u>30,000</u>	
<b>TOTAL</b>	<b><u>523,835</u></b>	<b><u>517,255</u></b>	<b><u>537,424</u></b>	<b><u>643,454</u></b>	<b>20%</b>	<b><u>616,380</u></b>	<b>15%</b>

# *City of Valdez Valdez City School District*

## ***BROKERAGE SERVICES PROPOSAL***

*Effective  
From: 07/01/2017 To: 07/01/2018*

*Presented by:*

David R. Hale  
President



100 Cushman Street, Suite 200  
Fairbanks, AK 99701

Phone: (907) 456-6671  
Toll Free: (800) 570-6671  
Fax: (907) 452-5214

*Executive Summary*

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This quote has been based on the information you provided to us and on which we have relied and is subject to the terms and conditions of the policy forms. In the event the information provided to the underwriters/(re)insurers is not complete and accurate, it may allow the underwriters/(re)insurers to avoid liability for a particular claim or to void the policy entirely. If any material information has been excluded or if any of the information provided is now inaccurate please advise us immediately in order that we can seek revalidation of terms with underwriters/(re)insurers.

This quote is valid until 07/01/17 after which the pricing, terms, and conditions are subject to change. It does not constitute confirmation of full or further support of the placement at these terms; it is recommended, therefore, that you respond to us as soon as possible. We will not be responsible for any consequences that may arise from any delay or failure by you to respond to us by 06/30/17.

You are requested to review this indication to confirm that it accurately reflects the coverage conditions, limits and other terms that you require. If the indication of coverage and terms does not accord with your instructions please kindly advise us immediately by contacting David Hale at (907) 456-6671.

*City of Valdez/Valdez City School District*

*Client Service Team*

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Hale & Associates is committed to not only meeting your unique business demands, but to exceeding your expectations as a first class insurance broker and risk management partner. We know your value:

- a personal relationship with an increased access to your account team
- state-of-the-art market knowledge and expertise
- enhanced claims advocacy
- quicker, more streamlined processes (e.g., claims filing, certificate issuance)

The following is your Service Team:

Hale & Associates  
Phone: (907) 456-6671  
Fax: (907) 452-5214

**David Hale**  
**President**  
[david@hale-ins.com](mailto:david@hale-ins.com)

**JoAnna Lewis**  
**Account Executive**  
[joanna@hale-ins.com](mailto:joanna@hale-ins.com)

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Account Executive  
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Hallie Woods  
Account Executive  
[hallie@hale-ins.com](mailto:hallie@hale-ins.com)

**CITY OF VALDEZ / VALDEZ CITY SCHOOL DISTRICT  
PREMIUM SUMMARY**

	City - APEI				City - AML/JIA		
	2017-18	2016-17	Change		2017-18	2016-17	Change
Coverage	<b>APEI</b>	<b>APEI</b>			<b>AML/JIA</b>	<b>APEI</b>	
GL & Public Officials	\$81,673	\$61,188	\$20,485		\$68,435	\$61,188	\$7,247
Workers' Compensation	\$304,074	\$263,551	\$40,523		\$252,668	\$263,551	(\$10,883)
Business Auto	\$52,285	\$55,150	(\$2,865)		\$34,953	\$55,150	(\$20,197)
Police Professional	Incl	Incl			\$12,000	Incl	\$12,000
Student Accident	n/a	n/a			n/a	n/a	
Loss Control Discount	n/a	n/a			n/a	n/a	
Member Dividend	(\$42,902)	(\$72,309)	\$29,407		\$0	(\$72,309)	\$72,309
3-Year Agreement							
Sub Total	\$395,129	\$307,580	\$87,549		<b>\$368,056</b>	<b>\$307,580</b>	<b>\$60,476</b>
Marine - Zurich American	<b>\$62,723</b>	\$56,215	<b>\$6,508</b>		<b>\$62,723</b>	\$56,215	<b>\$6,508</b>
Property & Boiler & Machinery- Affiliated FM Ins.Co.	<b>\$145,238</b>	\$133,266	<b>\$11,972</b>		<b>\$145,238</b>	\$133,266	<b>\$11,972</b>
Public Employee Crime	<b>\$5,363</b>	\$5,363	<b>\$0</b>		<b>\$5,363</b>	\$5,363	<b>\$0</b>
Bonds (est.)	<b>\$5,000</b>	\$5,000	<b>\$0</b>		<b>\$5,000</b>	\$5,000	<b>\$0</b>
Brokerage Fee	<b>\$30,000</b>	\$30,000	<b>\$0</b>		<b>\$30,000</b>	\$30,000	<b>\$0</b>
<b>Grand Total</b>	<b>\$643,453</b>	<b>\$537,424</b>	<b>\$106,029</b>		<b>\$616,380</b>	<b>\$537,424</b>	<b>\$78,956</b>

<u>City:</u>	<u>Renewal:</u>	<u>Last Year:</u>
Reported Payroll:	\$10,342,794	\$9,078,655
Auto Count:	76	80
Marine: Est Gross Receipts	\$1,439,000	\$1,195,875
Total Property Premium (City + S.D.):	\$220,058	\$220,255

Member Dividend Credit issued from APEI in form of credit or check  
Optional: City APEI Three-Year Agreement discount (\$21,989).  
Optional: City AML/JIA Three-Year Agreement discount (\$18,403).

Optional Terrorism Insurance Coverage:

Marine: Premium shown includes additional premium charge of \$1,423.  
Property: Premium shown includes additional premium charge of \$7,500.

**CITY OF VALDEZ / VALDEZ CITY SCHOOL DISTRICT  
PREMIUM SUMMARY**

<b>School District</b>			
	<b>2017-18</b>	2016-17	Change
Coverage	<b>AML/JIA</b>	AML/JIA	<b>AML/JIA</b>
GL & Public Officials	\$39,780	\$31,459	\$8,321
Workers' Compensation	\$88,817	\$88,154	\$663
Business Auto	\$10,969	\$10,969	\$0
Police Professional	n/a	n/a	
Student Accident	Incl	Incl	
Loss Control Discount	(\$3,289)	(\$3,387)	\$98
Member Dividend	(\$856)	(\$1,284)	\$428
3-Year Agreement	(\$6,978)	(\$6,529)	(\$449)
<b>Sub Total</b>	<b>\$128,443</b>	<b>\$119,382</b>	<b>\$9,061</b>
Marine - Zurich American	n/a	n/a	
Property & Boiler & Machinery- Affiliated FM Ins.Co.	<b>\$74,820</b>	\$86,989	<b>(\$12,169)</b>
Public Employee Crime			
Bonds (est.)			
Brokerage Fee			
<b>Grand Total</b>	<b>\$203,263</b>	<b>\$206,371</b>	<b>(\$3,108)</b>

<u>School District:</u>	<u>Renewal:</u>	<u>Last Year:</u>
Reported Payroll:	\$6,964,464	\$7,104,649
Auto Count:	13	13
Average Daily Membership:	804	655

Note: Payrolls are subject to a Final Audit.

# ***City of Valdez***

## ***APEI Package***





## Alaska Public Entity Insurance

Program Premium Summary

Policy Year: July 1, 2017 - July 1, 2018

Rev 1: Removal of 5 vehicles from auto schedule

**Insured: City of Valdez**

AcctID# 265

Part I Property & Mobile Equipment	Limit of Insurance	Coverage Limit Applies	Deductible	Stated Value per Property Schedule	Gross Premium	Gross Premium w/ Optional 3-yr Discount
<b>Property - All Risk Coverage</b>			Varies		\$0.00	\$0.00
Buildings				\$0		
Contents				\$0		
Docks & Other Structures				\$0		
Total Stated Value				\$0		
<b>Fine Arts</b>	\$5,000,000			\$0	\$0.00	\$0.00
<b>Mobile Equipment</b>	\$10,000,000		Varies	\$0	\$0.00	\$0.00
<b>Earthquake &amp; Flood Coverage</b>	\$75,000,000		Varies			
<b>Equipment Breakdown Covg</b>			Varies			
Part II Liability & Automobile	Limit of Insurance	Coverage Limit Applies	Deductible	Rated Payroll or Vehicle Count	Gross Premium	Gross Premium w/ Optional 3-yr Discount
<b>General Liability</b>	\$15,500,000			\$10,342,794	\$81,672.53	\$77,588.90
Comprehensive Liability		Per Occurrence	\$0			
Public Officials E&O		Per Occ / Annual Agg	\$0			
Law Enforcement Liability		Per Occurrence	\$10,000			
Employment Practices Liability		Per Occ / Annual Agg	\$10,000			
Employee Benefits Liability		Per Occ / Annual Agg	\$0			
Water/Sewer Backup Liability		Per Occurrence	\$10,000			
Non-owned Auto		Per Occurrence	\$1,000			
Volunteer Medical Coverage	\$50,000	Per Occurrence	\$0			
<b>Automobile</b>						
Liability	\$15,500,000	Per Occurrence	\$0	76	\$26,525.00	\$25,198.75
Physical Damage	Actual Cash Value		Varies	8	\$25,759.71	\$24,471.72
UM/UIM Liability	\$250,000	Per Occurrence	\$0		Included	Included
UM/UIM Physical Damage	\$25,000		\$250		Included	Included

# Alaska Public Entity Insurance

Program Premium Summary (continued)

Policy Year: July 1, 2017 - July 1, 2018

Rev 1: Removal of 5 vehicles from auto schedule

**Insured: City of Valdez**

AcctID# 265

Part III Workers' Compensation	Limit of Insurance		Deductible	Rated Payroll	Gross Premium	Gross Premium w/ Optional 3-yr Discount
<b>Workers' Compensation</b> (including Federal Act, if any)	Statutory		\$0	\$10,342,794	\$304,074.31	\$288,870.59
Employer's Liability	\$3,000,000					
Part IV Specialty Coverages	Limit of Insurance	Coverage Limit Applies	Deductible		Gross Premium	Gross Premium w/ Optional 3-yr Discount
<b>Public Entity Crime Coverage</b>	\$1,000,000	Per Occurrence	\$2,500		Included	Included
<b>Cyber Liability</b>	\$2,000,000	Aggregate	\$2,500		Included	Included
<b>Total Premium 2017/2018</b>					\$438,031.55	\$416,129.96
<b>Member Dividend Check</b>					\$42,902.18	\$42,902.18
<b>Premium Cost After Dividend</b>					\$395,129.37	\$373,227.78



## Automobile Premium Allocation

Policy Year 2017/2018

Rev 1: Removal of 5 vehicles from auto schedule

City of Valdez

AcctID#: 265

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Physical Damage Coverage?	Auto Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	MV41024	2017	Elgin	Vacuum Street Sweeper		No		\$425.00	\$0.00	\$425.00
1GNSKFEC6GR323636		2016	Chevrolet	Tahoe		No		\$625.00	\$0.00	\$625.00
1FDUF5HT3GEC75267		2016	Ford	Ambulance	177,196	Yes	1,000	\$425.00	\$1,630.20	\$2,055.20
1GD42VCG9GF169924		2016	GMC	Sierra 3500HD		No		\$275.00	\$0.00	\$275.00
4P1BAHGF5GA016768		2016	Pierce	Rescue Pumper	758,235	Yes	1,000	\$425.00	\$6,975.76	\$7,400.76
2BPSGDFA4FV000052		2015	Bombardier	SnowMachine		No		\$0.00	\$0.00	\$0.00
1GNSK3EC8FR296386		2015	Chevrolet	Tahoe 1500		No		\$625.00	\$0.00	\$625.00
1GB3KYCG4FF556594		2015	Chevrolet	Silverado		No		\$275.00	\$0.00	\$275.00
1GNSK3EC7FR295049		2015	Chevrolet	Tahoe 1500		No		\$625.00	\$0.00	\$625.00
1FMCU9GX6FUC13850		2015	Ford	Escape		No		\$300.00	\$0.00	\$300.00
1FMCU9GX8FUC13851		2015	Ford	Escape		No		\$300.00	\$0.00	\$300.00
1FT7X2B68FEA88556		2015	Ford	F250		No		\$275.00	\$0.00	\$275.00
1FT7X2B64FED18237		2015	Ford	F250		No		\$275.00	\$0.00	\$275.00
1FT8W3B66FED18236		2015	Ford	Crew Cab		No		\$275.00	\$0.00	\$275.00
1GD421CG2FF511026		2015	GMC	Sierra		No		\$275.00	\$0.00	\$275.00



## Automobile Premium Allocation

Policy Year 2017/2018

Rev 1: Removal of 5 vehicles from auto schedule

City of Valdez

AcctID#: 265

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Physical Damage Coverage?	Auto Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	1GD521CG0FZ128981	2015	GMC	Sierra 3500		No		\$275.00	\$0.00	\$275.00
	3BPZL70X7FF273774	2015	Peterbilt	Labrie/Wittke		No		\$425.00	\$0.00	\$425.00
	1GB0G2CG8E1117220	2014	Chevrolet	3500 Express		No		\$300.00	\$0.00	\$300.00
	1FTFX1EF7EKE73902	2014	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FMJU1G55DEF33725	2013	Ford	Expedition		No		\$625.00	\$0.00	\$625.00
	1FMCU9GX5DUC80517	2013	Ford	Escape		No		\$300.00	\$0.00	\$300.00
	1FMCU9GX7DUC80518	2013	Ford	Escape		No		\$300.00	\$0.00	\$300.00
	1FMJU1G5XDEF46549	2013	Ford	Expedition		No		\$625.00	\$0.00	\$625.00
	1FT8W3B68DEB30282	2013	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FMJU1G58DEF46548	2013	Ford	Expedition		No		\$625.00	\$0.00	\$625.00
	1HTWNAZT3DJ296200	2013	International	Vactor 2100 Plus		No		\$425.00	\$0.00	\$425.00
	1NP TL4EX1DD201110	2013	Peterbilt	Tanker Truck-T4	399,915	Yes	1,000	\$425.00	\$3,679.22	\$4,104.22
	1FMJK1J50CEF05697	2012	Ford	Expedition		No		\$425.00	\$0.00	\$425.00
	1FD8X3G6XCEC98795	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FDRF3H60CEC56139	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FT8W3B67CEC31697	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00



## Automobile Premium Allocation

Policy Year 2017/2018

Rev 1: Removal of 5 vehicles from auto schedule

City of Valdez

AcctID#: 265

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Physical Damage Coverage?	Auto Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	1FT7X2B65CEC31698	2012	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1FMJU1G52CEF52246	2012	Ford	Expedition		No		\$625.00	\$0.00	\$625.00
	1HTWCAAR4CJ086628	2012	International	Truck W/ STELLAR		No		\$275.00	\$0.00	\$275.00
	4P1CV01D2CA012625	2012	Pierce	Pumper/Velocity Chassis-E4	595,526	Yes	1,000	\$425.00	\$5,478.84	\$5,903.84
	1FMJU1G52BEF46834	2011	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
	1FTVX1EF9BKD92763	2011	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTBF2B6XBEB00519	2011	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1M2AU02C4BM004995	2011	Mack/HEIL	Trash		No		\$425.00	\$0.00	\$425.00
	1FMJU1G53AEB56906	2010	Ford	Expedition		No		\$625.00	\$0.00	\$625.00
	1FDWF3HRXAEB17226	2010	Ford	Ambulance-Ems 1		No		\$425.00	\$0.00	\$425.00
00074	3BPZL00X2AF719460	2010	Heil /Peterbilt	28 Yd Trash Truck		No		\$425.00	\$0.00	\$425.00
00071	1NPTL40X7AD797259	2010	Peterbilt	367 Truck w/ Dumpbox, sander, hook		No		\$275.00	\$0.00	\$275.00
	4P1CV01H6AA010666	2010	Pierce	Pump Tanker-E2	511,671	Yes	1,000	\$425.00	\$4,707.37	\$5,132.37
00069	JNAPC81L79AF75061	2009	Elgin/NISSIAN	Sweeper		No		\$275.00	\$0.00	\$275.00



## Automobile Premium Allocation

Policy Year 2017/2018

Rev 1: Removal of 5 vehicles from auto schedule

City of Valdez

AcctID#: 265

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Physical Damage Coverage?	Auto Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
00070	1FTVX14V99KC73453	2009	Ford	F150		No		\$275.00	\$0.00	\$275.00
00062	1NPTLU0X09D777057	2009	Peterbilt	Fire Truck-T3	227,426	Yes	1,000	\$425.00	\$2,092.32	\$2,517.32
00061	1NPTL40X49D781533	2009	Peterbilt	Truck		No		\$425.00	\$0.00	\$425.00
00063	1FTVX14528KE70902	2008	Ford	Pickup		No		\$275.00	\$0.00	\$275.00
00064	1FDAX57Y58EE24941	2008	Ford	f550		No		\$275.00	\$0.00	\$275.00
00059	1FTWX315X8EC22318	2008	Ford	F350		No		\$275.00	\$0.00	\$275.00
00060	1HFTE354X84116957	2008	Honda	4 Wheel ATV		No		\$0.00	\$0.00	\$0.00
00058	3BPZL00X78F718458	2008	Peterbilt/HEIL	Trash		No		\$275.00	\$0.00	\$275.00
00052	1FMFU16547LA65185	2007	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
00051	1FMFU16577LA35596	2007	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
00057	1FDWF37P67EB42858	2007	Ford	Ambulance-EMS 2		No		\$425.00	\$0.00	\$425.00
00050	1FTWW31556EC68123	2006	Ford	Pickup-Utility 1		No		\$275.00	\$0.00	\$275.00
00049	1FTSX21586EC54058	2006	Ford	F250		No		\$275.00	\$0.00	\$275.00
00045	1FMFU165X6LA31836	2006	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
00030	1FMFU92ZX5KA30833	2005	Ford	Escape		No		\$300.00	\$0.00	\$300.00
00031	1FMFU92Z15KA30834	2005	Ford	Escape		No		\$300.00	\$0.00	\$300.00



## Automobile Premium Allocation

Policy Year 2017/2018

Rev 1: Removal of 5 vehicles from auto schedule

City of Valdez

AcctID#: 265

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Physical Damage Coverage?	Auto Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
00047	1GDE4E1285F523886	2005	Gmc	Crew Cab-Rescue Rig		No		\$275.00	\$0.00	\$275.00
00044	1CYCAK4864T046568	2004	Crane Carrier Co	Trash		No		\$425.00	\$0.00	\$425.00
00036	1FTNF1IL44EC70141	2004	Ford	F250		No		\$275.00	\$0.00	\$275.00
00032	1FDWC35L74HA93933	2004	Ford	Van		No		\$275.00	\$0.00	\$275.00
00037	2FTRF18W84CA63723	2004	Ford	F150		No		\$275.00	\$0.00	\$275.00
00029	1FMPU16L23LB98198	2003	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
00040	1FDXE45FX2HB64751	2003	North Star	MURV Van		No		\$425.00	\$0.00	\$425.00
00027	1FMPU16L61LB44919	2001	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
00026	1FMPU16L61LB44920	2001	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
00023	1FMPU16L8YLB67769	2000	Ford	Expedition		No		\$300.00	\$0.00	\$300.00
00018	1FDKF38G5VEB42814	1997	Ford	F350		No		\$275.00	\$0.00	\$275.00
00015	4ENBAAA80S1004885	1995	Emergency One	Fire Truck-ENG-12	90,000	Yes	1,000	\$425.00	\$828.00	\$1,253.00
00014	4ENBAAA82S1004886	1995	Emergency One	Fire Truck-ENG-14	40,000	Yes	1,000	\$425.00	\$368.00	\$793.00
00013	1FDKE30F85HB84376	1995	Ford	Ambulance-EMS 3		No		\$425.00	\$0.00	\$425.00
00001	1GCEK14Z6NE121365	1992	Chevrolet	Pickup		No		\$275.00	\$0.00	\$275.00



## Automobile Premium Allocation

Policy Year 2017/2018

Rev 1: Removal of 5 vehicles from auto schedule

City of Valdez

AcctID#: 265

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Physical Damage Coverage?	Auto Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
Total Vehicle Count: 76		Count of Vehicles with Physical Damage coverage:				8		\$26,525.00	\$25,759.71	\$52,284.71





## Workers' Compensation Premium Allocation

Policy Year 2017/2018

Rev 1: Removal of 5 vehicles from auto schedule

City of Valdez

AcctID#: 265

Class Code	Class Description	Payroll	Experience Mod	Loss Control Credit	Premium	WC Rate per \$100 of Payroll
5509	Street, Road, Maintenance	756,378	0.89	-15.0%	\$26,004.43	3.4380
6836	Harbor, Marine	510,476	0.89	-15.0%	\$16,331.50	3.1993
7520	Water Works Operators, Drivers	226,737	0.89	-15.0%	\$5,629.91	2.4830
7580	Sewage Treatment Operators, Drivers	226,737	0.89	-15.0%	\$6,983.26	3.0799
7710	Firefighters & Drivers	970,736	0.89	-15.0%	\$41,485.86	4.2737
7711	Firefighters & Drivers~Volunteers	88,000	0.89	-15.0%	\$3,760.81	4.2736
7720	Police Officers	1,197,247	0.89	-15.0%	\$32,776.82	2.7377
8810	Clerical, Professional, Elected Officials	1,943,318	0.89	-15.0%	\$6,340.92	0.3263
8831	Veterinary Incl Animal Control Officers	183,208	0.89	-15.0%	\$3,368.07	1.8384
9015	Building, Operators, Owners, Lease	1,264,992	0.89	-15.0%	\$50,940.47	4.0269
9102	Parks and Recreation	651,919	0.89	-15.0%	\$27,653.21	4.2418
9154	Theater Employees	307,481	0.89	-15.0%	\$6,925.15	2.2522
9403	Refuse Collectors	563,345	0.89	-15.0%	\$30,800.36	5.4674
9410	General Municipal Employees, Other	1,452,220	0.89	-15.0%	\$45,073.54	3.1038
		<b>10,342,794</b>			<b>\$304,074.31</b>	

**Alaska Public Entity Insurance**  
**UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION FORM**

Policy Year: July 1, 2017 - July 1, 2018

**Insured: City of Valdez**

AcctID# 265

APEI's automobile policy includes Uninsured Motorists (UM) and Underinsured Motorists (UIM) bodily injury coverages with a policy limit of \$250,000 per accident. It also includes UM and UIM property damage coverage at a limit of \$25,000 per accident with a \$250 deductible. UM and UIM property damage coverage applies only to vehicles for which the member has purchased physical damage coverage.

Uninsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has no liability protection and is legally responsible for the injuries or the damage. This includes a hit-and-run vehicle whose owner and operator cannot be identified.

Underinsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has liability protection but not enough to pay the full amount that the injured person is legally entitled to recover as damages.

We offer higher limits of UM and UIM bodily injury at an additional cost for members desiring to increase their coverage. Please indicate below whether or not you wish to add coverage at these higher limits, and if so, which limits you are requesting.

**Uninsured Motorists and Underinsured Motorists Coverage Selection**

\_\_\_\_\_ I select UM/UIM bodily injury coverage at higher limits as indicated below:

	<b>Split Limit (per Person / per Accident)</b>	<b>Additional Premium</b>
_____	\$250,000 / \$300,000	\$11,250.00
_____	\$300,000 / \$500,000	\$20,458.75
_____	\$500,000 / \$500,000	\$22,731.25
_____	\$500,000 / \$1,000,000	\$24,772.50
_____	\$1,000,000 / \$2,000,000	\$47,271.25

\_\_\_\_\_ I decline high UM/UIM bodily injury limits, and will retain UM/UIM bodily injury coverage at the APEI standard limit of \$250,000 per accident for no additional premium

Signature of Member: \_\_\_\_\_

Date: \_\_\_\_\_



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## AGREEMENT TO REMAIN IN APEI PROGRAM

The mission of Alaska Public Entity Insurance ("APEI") is to provide our members with stable, affordable insurance, broad insurance coverage, and effective risk management services to ensure that maximum funds are available for local government and education programs. APEI is a non-profit corporation, and all member contributions are allocated to, and utilized for, the payment of claims and program expenses. APEI is generally referred to as an insurance "pool", meaning that risks, liability, and expenses are shared on an equitable basis among all pool members.

In order to encourage membership stability and predictability, an important factor in procuring excess and reinsurance, the APEI Board of Directors has authorized the establishment of a program whereby a member's annual contribution will be discounted in exchange for an agreement to remain in the program for three years. Other than the annual application of the discount to the amount due from the participating member, a member's election to participate or not in this discount program will have no effect on any other aspect of the program as it relates to the member.

APEI and the undersigned member of APEI ("Member"), for mutual consideration, hereby agree as follows:

1. Except as provided in paragraph 3 below, Member agrees to remain a member of APEI for at least three years, through the conclusion of the 2019/2020 policy year that will end on June 30, 2020. Consistent with this paragraph, Member agrees not to give notice of intent to withdraw from the program during the three-year period, and further agrees not to seek quotes during that time from other potential insurers for coverage provided under the APEI program.
2. APEI agrees to provide Member with a discount on Member's annual contributions each year for the provision of insurance coverage under the program. Each policy year, the discount shall be 5% of the member's contribution.
3. If APEI determines that a member's total annual contribution is expected to increase by more than 10% when compared to the preceding policy year, Member may, at its sole option, elect to cancel its commitment under this program without incurring charges or penalties under paragraph 4. Increases in contributions caused by changes in Member's payroll, total insured property value, workers' compensation experience modification, or the number of and coverage for insured vehicles are not considered part of the above-mentioned 10%.

Agreement to Remain in APEI Program – Policy Year 2016/17

4. If Member gives written notice to the Administrator (APEI Executive Director) of intent to withdraw from the program prior to the conclusion of this three year agreement, or otherwise acts inconsistent with the terms of this agreement, Member will forfeit all credits received during this three year term pursuant to this agreement and will be required to repay all such credits to APEI and will further be required to pay penalties in the amount of 5% of the total premium charged for the last year Member was in the APEI program, as determined by the Administrator.
5. This agreement is effective July 1, 2017 through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto, acting through properly authorized officials, hereby execute this Agreement.

Member: \_\_\_\_\_

Alaska Public Entity Insurance

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***City of Valdez  
AML/JIA  
Alternate Package Quote***

May 23, 2017

Elke Doom, Manager  
City of Valdez  
P.O. Box 307  
Valdez, Alaska 99686

Dear Elke:

The Alaska Municipal League Joint Insurance Association (AMLJIA) is pleased to offer you a quote this year. Thank you for requesting one! We have worked with your broker, David Hale, for many years now. We also worked with the City for many years starting in 2001.

The Alaska Municipal League Joint Insurance Association (AMLJIA) is a self-insurance program for Alaska's public entities, created in 1988 by 38 other Alaska municipalities and organized under Alaska Statute 21.76. The Valdez School District remains a member of the program.

The AMLJIA board and staff pride ourselves on the services that we offer members. From Law Enforcement and Human Resources consulting to an employment law hotline, the AMLJIA provides the consulting services that our members need and use at no additional cost. Julie Ratliff, one of our risk control specialists, mentioned that she met you at the recent earthquake workshop in Anchorage. She wanted to make you aware that we can provide you assistance in drafting an emergency action plan as well as job descriptions.

Our quote follows this memo. If you have any questions, please ask David or his staff. I hope we can work with the City of Valdez again.

Cordially,



Kevin Smith  
Executive Director





Alaska Municipal League Joint Insurance Association, Inc.

807 G Street, Ste. 356 Anchorage, AK 99501 \* P(907)258-2625 \* F(907)279-3615 \* Toll Free in AK (800)337-3682

Fiscal Year 2018

Tuesday, June 06, 2017

## Member's Notice of Deposit Contribution

### City of Valdez

Brian Carlson

Finance Director

PO Box 307

Valdez

AK

99686-

Phone Number:

Fax Number:

(907) 835-4313

(907) 835-2992

Policy #: 122

Broker: David Hale

Brokerage Firm: Hale & Associates

Broker Phone Number:

Broker Fax Number:

(907) 456-6671

(907) 452-5214

Joined AMLJIA:

Coverage Type and Exposure: CORE Package

ANNUAL CONTRIBUTION

#### 1. GENERAL LIABILITY

General Liability Limits:	\$15,000,000	\$68,435
General Liability Deductible:	\$0	
Reported Payroll:	\$10,306,794	
Average Daily Membership (School only)	0	
General Liability Broker Fees:	\$0	

#### 2. PUBLIC OFFICIALS LIABILITY / School Leaders E and O

Included in General Liability

#### 3. WORKERS' COMPENSATION

Reported Payroll:	\$10,306,794	\$252,668
Workers' Comp Broker Fees:	\$0	

#### 4. AUTO LIABILITY

Auto Liability Limits:	\$15,000,000	\$15,910
Auto Liability Deductible:	\$0	
Auto Liability Broker Fees:	\$0	
Total Number of Vehicles:	74	
Scheduled Values:	\$2,799,969	
Comp. and Collision Premium:		\$19,043
Comp. and Collision Broker Fees:	\$0	

#### 5. PROPERTY

*Deductibles and Rates are listed on your Property Detail Report*

Total Values:	\$0	\$0
Total Mobile Equipment Values:	\$0	\$0
Mobile Equipment Broker Fees:	\$0	
Property Broker Fees:	\$0	

*Earthquake and Flood Coverage: ( See Property Detail Report for coverage and limit*

#### 6. POLICE PROFESSIONAL LIABILITY

PPL Limits:	\$15,000,000	\$12,000
PPL Deductible:	\$0	
PPL Broker Fees:	\$0	
Reported Police Payroll:	\$1,197,247	
Accreditation Discount Percent:	0%	\$0

THIS IS NOT A BILL - Actual Invoices are sent out June 2017

Building on Tradition Protecting Your Future.



<b>7. Total Enhancement Contribution:</b>		<b>\$0</b>
Crime Coverage Limits:	\$100,000	
Loss Control Incentive Program Discount:		<b>\$0</b>
Rate Stabilization Fund Used:		<b>\$0</b>
	<b>TOTAL CONTRIBUTION</b>	<b>\$368,056</b>
3 Year Agreement Rate Discount:		<b>(\$18,403)</b>
	<b>TOTAL CONTRIBUTION WITH 3 YEAR AGREEMENT</b>	<b>\$349,653</b>

THIS IS NOT A BILL - Actual Invoices are sent out June 2017

Building on Tradition Protecting Your Future.





# Alaska Municipal League Joint Insurance Association, Inc.

## General Liability DETAIL REPORT

FY2018

Tuesday, May 23, 2017

### General Liability Contribution Calculation

<b>City of Valdez</b>		<b>Member #</b>	122
<b>GL Limits:</b>	<b>\$15,000,000</b>	<b>GL Deductible:</b>	<b>\$0</b>
Expense Rate	\$0.519	GL Variable	\$0
POL/E and O Rate	\$0.242	Expense Contri.	\$53,492
ADM*	0	POL/E and O Contri.	\$24,942
<i>*School Districts Only</i>		Base GL Contribution	\$68,435
<b>Total Payroll</b>	<b>\$10,306,794</b>	GL Broker Fee	\$0
GL Experience Modifier	0.737	<b>General Liability Contribution</b>	<b>\$68,435</b>

**GL Note:**

# Alaska Municipal League Joint Insurance Association, Inc.

## Workers' Compensation DETAIL REPORT

FY 2018

Tuesday, May 23, 2017

### Workers' Compensation - Scheduled Payroll

<b>City of Valdez</b>					Member ID:	122
CODE	DESCRIPTION	# VOL	PAYROLL	RATE	CONTRIBUTION	
5509	Street/Road Excavation/Paving	0	\$756,378	\$2.99	\$22,616	
6836	Harbor Employees	0	\$510,476	\$3.00	\$15,314	
7520	Water Works	0	\$226,737	\$2.09	\$4,739	
7580	Sewage Disposal Plant	0	\$226,737	\$2.09	\$4,739	
7710	Fire Fighters and Drivers	0	\$970,736	\$3.82	\$37,082	
7711	Fire Fighters and Drivers - Volunteer	26	\$52,000	\$3.82	\$3,973	
7720	Police Officers/Public Safety	0	\$1,197,247	\$2.21	\$26,459	
8810	Clerical/Professional Employees	0	\$1,943,318	\$0.27	\$5,247	
8831	Animal Control Officer	0	\$183,208	\$1.51	\$2,766	
9015	Building/Maintenance/Operations	0	\$1,264,992	\$3.21	\$40,606	
9102	Parks/Recreation/Ice Rinks	0	\$651,919	\$3.70	\$24,121	
9154	Theater NOC - Operations and Man	0	\$307,481	\$1.54	\$4,735	
9403	Refuse	0	\$563,345	\$4.95	\$27,886	
9410	General Municipal Employees	0	\$1,452,220	\$2.23	\$32,385	

### Workers' Compensation Contribution Calculation

Total Payroll	\$10,306,794	WC Variable	\$0
WC Experience Modifier	0.77	Base WC Contribution	\$252,668
Employee Federal ID #	92-6000143	WC Broker Fee	\$0
		<b>Total WC Contribution</b>	<b>\$252,668</b>

WC Note:

Alaska Municipal League Joint Insurance Association, Inc.  
Automobile Liability/Comp. and Collision  
DETAIL REPORT

FY2018

Tuesday, June 06, 2017

Automobile Detail Schedule

**City of Valdez**

Account ID 122

Veh#	Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Contri.	AL Contri.	Date Start	Date End
387653	1992	Chevrolet	Pickup	121365	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387655	1995	Emer One	Fire Truck	4885	\$90,000	Yes	\$1,000	\$1.20	\$540	\$215	7/1/2017	7/1/2018
387656	1995	Emer One	Fire Truck	4886	\$40,000	Yes	\$1,000	\$1.20	\$240	\$215	7/1/2017	7/1/2018
387657	1995	Ford	Ambulance	84376	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387658	1997	Ford	Pickup F350	42814	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387659	2000	Ford	Expedition	67769	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387660	2001	Ford	Expedition	44919	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387661	2001	Ford	Expedition	44920	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387662	2003	Ford	Expedition	98198	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387663	2003	North Star	Murv	64751	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387664	2004	Crane Carrier	Trash Truck	CAK4864T04	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387665	2004	Ford	F150 Pickup	63723	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387666	2004	Ford	F250 Super Duty	70141	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387668	2004	Ford	Truck w/ van body	93933	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387669	2005	Ford	Escape	30833	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387670	2005	Ford	Escape	90834	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387672	2005	GMC	2WD Crew Cab	9E4E1285F52	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387673	2006	Ford	Expedition	PU165X6LA3	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387674	2006	Ford	F250 Super Duty	54058	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387675	2006	Ford	Pickup	68123	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387676	2007	Ford	Ambulance	42858	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387677	2007	Ford	Expedition	35596	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387678	2007	Ford	Expedition	65185	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387680	2008	Ford	F350	VX315X8EC2	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387681	2008	Ford	F550	AX57Y58EE2	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387682	2008	Ford	Pickup	VX14528KE7	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018

# Automobile Detail Schedule

**City of Valdez**

Account ID 122

Veh#	Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Contri.	AL Contri.	Date Start	Date End
387683	2008	Peterbilt/Heil	Front End Loader	18458	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387684	2009	Elgin/NISSIA	Sweeper	PC81L79AF7	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387685	2009	Ford	F150	/X14V99KC7	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387686	2009	Peterbilt	Fire Truck-T3	FLU0X09D77	227,426	Yes	\$1,000	\$1.20	\$1,365	\$215	7/1/2017	7/1/2018
387687	2009	Peterbilt	Truck	FL40X49D78	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387688	2010	Ford	Ambulance-Ems 1	/F3HRXAEB	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387689	2010	Ford	Expedition	JU1G53AEB5	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387691	2010	Heil /Peterbilt	28 Yd Trash Truck	ZL00X2AF71	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387692	2010	Peterbilt	367 Truck w/ Dum	FL40X7AD79	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387693	2010	Pierce	Pump Tanker-E2	CV01H6AA01	511,671	Yes	\$1,000	\$1.20	\$3,070	\$215	7/1/2017	7/1/2018
387694	2011	Ford	Expedition	JU1G52BEF4	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387695	2011	Ford	F150	/X1EF9BKD9	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387696	2011	Ford	F250	3F2B6XBEB0	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387697	2011	Mack/HEIL	Garbage Truck	AU02C4BM00	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387698	2012	Ford	Expedition	JK1J50CEF0	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387699	2012	Ford	Expedition	JU1G52CEF5	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387700	2012	Ford	F250	7X2B65CEC3	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387701	2012	Ford	F350	3X3G6XCEC9	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387702	2012	Ford	F350	RF3H60CEC5	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387703	2012	Ford	F350	3W3B67CEC3	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387704	2012	International	Truck W/ STELLA	VCAAR4CJ08	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387705	2012	Pierce	Pumper/Velocity C	CV01D2CA01	595,526	Yes	\$500	\$1.50	\$4,466	\$215	7/1/2017	7/1/2018
387706	2013	Ford	Escape	CU9GX5DUC	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387707	2013	Ford	Escape	CU9GX7DUC	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387708	2013	Ford	Expedition	JU1G55DEF3	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387709	2013	Ford	Expedition	JU1G58DEF4	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387710	2013	Ford	Expedition	JU1G5XDEF4	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387711	2013	Ford	F350	3W3B68DEB3	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387712	2013	International	Vactor 2100 Plus	VNAZT3DJ29	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387713	2013	Peterbilt	Tanker Truck-T4	FL4EX1DD20	399,915	Yes	\$500	\$1.50	\$2,999	\$215	7/1/2017	7/1/2018
387714	2014	Chevrolet	3500 Express	0G2CG8E111	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387715	2014	Ford	F150	FX1EF7EKE7	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387716	2015	Chevrolet	Silverado	3KYCG4FF55	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018

# Automobile Detail Schedule

**City of Valdez**

Account ID 122

Veh#	Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Contri.	AL Contri.	Date Start	Date End
387717	2015	Chevrolet	Tahoe 1500	SK3EC7FR29	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387718	2015	Chevrolet	Tahoe 1500	SK3EC8FR29	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387719	2015	Ford	Crew Cab	W3B66FED1	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387720	2015	Ford	Escape	CU9GX6FUC	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387721	2015	Ford	Escape	CU9GX8FUC	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387722	2015	Ford	F250	7X2B64FED1	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387723	2015	Ford	F250	7X2B68FEA8	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387724	2015	GMC	Sierra	421CG2FF51	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387725	2015	GMC	Sierra 3500	521CG0FZ12	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387726	2015	Peterbilt	Labrie/Wittke	ZL70X7FF27	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387727	2016	Pierce	Rescue Pumper	AHGF5GA01	758,235	Yes	\$1,000	\$1.20	\$4,549	\$215	7/1/2017	7/1/2018
387728	2016	Chevrolet	Tahoe	SKFEC6GR32	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387729	2016	Ford	Ambulance	JF5HT3GEC7	177,196	Yes	\$1,000	\$1.20	\$1,063	\$215	7/1/2017	7/1/2018
387735	2016	GMC	Sierra 3500HD	42VCG9GF16	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018
387736	2017	Elgin	Vacuum Street Swe	MV41024	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2017	7/1/2018

## Automobile Contribution Calculation -- Auto Liability/Comp. and Collisio

<b>Auto Liability Limit</b>	<b>\$15,000,000</b>	<b>Auto Liability Deductible</b>	<b>\$0</b>
Scheduled Values	\$2,799,969	Total Number of Vehicles	74
Non-Owned/Hired	\$750	Base AL Contribution	\$15,910
Base C/C Contribution	\$19,043	AL Brokerage Fee	\$0
C/C Brokerage Fee	\$0		
<b>Auto C/C Contribution</b>	<b>\$19,043</b>	<b>Auto Liability Contribution</b>	<b>\$15,910</b>

**Note:**

**NOTE: Only those vehicles that are covered under Comp. and Collision have recorded scheduled values.**

# Alaska Municipal League Joint Insurance Association, Inc.

## Police Professional Liability Detail Report

FY2018

Tuesday, May 23, 2017

City of Valdez

Member ID: 122

Chiefs Name:	Bart Hinkle	PPL Limit:	\$15,000,000
No. of Officers :	12	PPL Deductible:	\$0
No. of Guards:	8	Reported Police Payroll:	\$1,197,247
No. of Volunteers:	0		
Holding Facilities:	<input checked="" type="checkbox"/>	Police Dogs:	<input type="checkbox"/>
Firearms:	<input checked="" type="checkbox"/>		

### POLICE PROFESSIONAL LIABILITY CALCULATIONS

PPL Variable:	(\$67,018)
PPL Base Contribution:	\$12,000
PPL Broker Fee:	\$0

<b>Total Police Professional Liability Contribution:</b>	<b>\$12,000</b>
--	-----------------

Note:

# Alaska Municipal League Joint Insurance Association, Inc.

## Annual Deposit Of Contribution Enhancement Coverages

ALASKA MUNICIPAL LEAGUE  
JOINT INSURANCE ASSOCIATION, INC.  
807 G Street, Suite 356  
Anchorage, Alaska 99501

Tuesday, May 23, 2017

PHONE - (907) 258-2625

FAX - (907) 279-3615

TOLL FREE IN ALASKA - (800) 337-3682

### GENERAL INFORMATION

City of Valdez		
Brian Carlson	Finance Director	
PO Box 307		
Valdez	AK	99686-

(907) 835-4313

(907) 835-2992

Policy Fiscal Year: 2018

Member #: 122

Joined AML/JIA: 7/1/1996

Coverage Type and Exposure: Supplemental

Coverage Type	Coverage Policy #	Eff Date/Beg	Eff Date/End
Crime Coverage		7/1/2017	7/1/2018
Limits	Basis	Notes	
\$100,000	Included		
Deductible			
\$1,000			
Contribution:			\$0

Note: All supplemental coverages are optional coverages  
and may be purchased separately from the AML/JIA Core Program.

### AML/JIA Office Use Only

Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

A. Jacobs, Accounting

Invoice Created

Created By

## Alaska Municipal League Joint Insurance Association, Inc.

### Annual Deposit Of Contribution Enhancement Coverages

ALASKA MUNICIPAL LEAGUE  
JOINT INSURANCE ASSOCIATION, INC.  
807 G Street, Suite 356  
Anchorage, Alaska 99501

Tuesday, May 23, 2017

PHONE - (907) 258-2625  
FAX - (907) 279-3615  
TOLL FREE IN ALASKA - (800) 337-3682

#### GENERAL INFORMATION

City of Valdez		
Brian Carlson	Finance Director	
PO Box 307		
Valdez	AK	99686-

(907) 835-4313

(907) 835-2992

**Policy Fiscal Year:**

2018

**Member #:**

122

Joined AML/JIA:

7/1/1996

*Coverage Type and Exposure: Supplemental*

**TOTAL SUPPLEMENTAL  
COVERAGES:**

\$0

**Note: All supplemental coverages are optional coverages  
and may be purchased separately from the AML/JIA Core Program.**

#### AML/JIA Office Use Only

**Authorization:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*A. Jacobs, Accounting*

**Invoice Created**

**Created By**



**THREE-YEAR PARTICIPANT MEMBERSHIP AGREEMENT**

This Three-Year Participant Membership Agreement ("Agreement"), dated \_\_\_\_\_, is between the \_\_\_\_\_ ("the Participant") and Alaska Municipal League Joint Insurance Association, Inc. ("AMLJIA").

WHEREAS, AMLJIA is a joint insurance arrangement as authorized under AS 21.76.010 *et seq.*, whose participating members have agreed to pool contributions in order to assume risks for losses to the participants on a group basis; and

WHEREAS, the Participant desires either to renew its current membership in AMLJIA or to become a participating member of AMLJIA; and

WHEREAS, it is in the mutual interests of AMLJIA, the Participant, and other participating members that AMLJIA maintain a stable membership in order to more effectively administer the joint insurance arrangement and serve the needs of the participating members; and

WHEREAS, the Board of Trustees of AMLJIA has determined that in order to encourage participating members to make a multi-year membership commitment, it is efficient and cost-effective, both for participating members and for AMLJIA, to offer a discount on the annual contributions required to be paid

by all participating members that commit to a three-year AMLJIA membership term; and

WHEREAS, the Participant desires to commit to a three-year membership in AMLJIA, subject to the terms and conditions stated herein as well as in the AMLJIA Cooperative Participation Agreement ("CPA") and the AMLJIA Participant Coverage Memorandum ("PCM");

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements set forth below, the Participant and AMLJIA agree as follows:

1. The Participant agrees to become a participating member of, or to renew its membership in, AMLJIA effective July 1, 2017.

2. The Participant shall continue its membership in AMLJIA for a period of not less than three (3) years, through and including June 30, 2020, subject to the terms and conditions stated herein as well as in the CPA and the PCM. The period of the Participant's membership under this Agreement encompasses the Fiscal Years 2018, 2019, and 2020.

3. The Participant's annual AMLJIA membership contribution for each of the Fiscal Years 2018, 2019, and 2020 shall be discounted by five percent (5%) off the amount of the membership contribution that the Participant would be charged in

the absence of this Agreement, provided the Participant remains a participating member of AMLJIA throughout the three-year effective period of this Agreement.

4. Should AMLJIA determine that the rate upon which the Participant's annual membership contribution is increased by more than ten percent (10%) for either of the Fiscal Years 2019 or 2020, AMLJIA shall notify the Participant of the amount of the anticipated rate increase not later than 45 days prior to the end of the then-current Fiscal Year. In the event of such a rate increase, the Participant shall have the option to cancel this Agreement and to provide written notice of such cancellation and written notice of intent to withdraw from AMLJIA effective at the end of the then-current Fiscal Year. Notice of cancellation of this Agreement and notice of intent to withdraw from AMLJIA pursuant to this paragraph must be received by AMLJIA not later than thirty (30) days after the Participant's receipt of AMLJIA's notice of rate increase, and must comply with the provisions of Section 19 of the CPA except to the extent that the period in which the Participant is permitted to provide notice of intent to withdraw may be shorter under this paragraph than under Section 19 of the CPA.

5. Should the Participant give notice of intent to withdraw from AMLJIA effective at any time prior to the end of

the Fiscal Year 2020 (June 30, 2020), except as provided in paragraph 4 of this Agreement, the Participant shall, within thirty (30) days of the date of such notice pay to AMLJIA the total principal amount of the annual membership contribution discounts it received pursuant to this Agreement, plus interest at the rate of five percent (5%) per annum. In addition, the Participant shall pay liquidated damages in an amount equal to 20 percent of the Participant's estimated deposit for each year remaining in the term of this Agreement, to compensate the Association for the loss of its contribution to the Association's surplus for the remainder of the term of this Agreement.

6. Should the Participant fail to pay to AMLJIA any amount as and when due under paragraph 5 of this Agreement, AMLJIA, in addition to any and all other rights it may have under applicable law, shall have the express right to:

(a) Intercept revenue-sharing, municipal assistance, and other funds due to be paid or administered by or through the State of Alaska to or for the benefit of the Participant, up to and including an amount equal to the unpaid portion of the principal and interest due under this Agreement until paid in full;

(b) Initiate a lawsuit against the Participant in the appropriate court for the State of Alaska, Third Judicial District at Anchorage, to recover any unpaid amounts under this Agreement as well as any other relief to which AMLJIA may be entitled.

7. This Agreement constitutes the entire agreement of the parties, and no other agreement, statement, or promise shall be valid or binding on any party. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written addendum duly executed by the parties.

8. In the event that any provision of this Agreement or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be unlawful, void, or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

9. The waiver by any party hereto of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant,

or condition of this Agreement. Any waiver of a term, covenant, or condition of this Agreement shall be valid only if in writing.

10. This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alaska. Venue for any action to enforce any obligation under this Agreement shall lie solely in the state courts of Alaska situated in Anchorage, Alaska.

11. No party to this Agreement may assign its rights nor delegate its duties under this Agreement at any time without the express written consent of the other party. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic document copies hereof shall be deemed to be originals.

13. If it shall be necessary for either the Participant or AMLJIA to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the prevailing party in any such action shall be entitled to recover its actual reasonable attorney's fees and costs.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED this \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

ALASKA MUNICIPAL LEAGUE JOINT  
INSURANCE ASSOCIATION, INC.

By: Kevin Smith

Its: Executive Director

# ***City of Valdez***

## ***Marine***





725 S. Figueroa Street, 19th Floor, Los Angeles, CA 90017  
office (213) 236-4500 | fax (213) 244-9655

06/05/2017

Quote # 1388893-01

TO: Hale & Associates, Inc  
ATTN: JoAnna Lewis

Renewal of MAR354554715

FROM: Robert K Riske

Proposed Eff Date: 07/01/2017

**INSURED: City of Valdez / The Port of Valdez**

We are pleased to offer the following Quotation:

**CARRIER: Zurich American Insurance Co AM Best Rating: A+ XV**

**Coverage:** Marine Comprehensive Liability

**Limits:** \$1,000,000 Each occurrence  
\$2,000,000 General Aggregate  
\$ 50,000 Fire Damage Legal Liability  
\$ 5,000 Medical Expense

**Deductible:** \$5,000 per occurrence

**Terms:** Policy Period: July 01, 2017 to July 01, 2018  
No Flat cancellations. 25% minimum earned retained premium in the event of cancellation  
Zurich Marine Comprehensive Liability (MCL) Form  
MCL Wharfinger's Liability Coverage  
MCL Stevedore's Liability Coverage  
Lift Liability  
Premises Medical Payment Coverage  
Fire Legal Liability for Real Property  
Personal Injury and Advertising Injury Liability Coverages  
Time Element Pollution (Maritime operations only)  
Inclusion of Additional Insured or Loss Payees  
In - Rem  
X-C-U  
Detention  
Personal Injury  
Host Liquor Law Liability  
Traveling Workmen  
Alaska Law Suit  
Incidental Medical Malpractice  
Workboat Protection & Indemnity (excluding crew)  
AIMU: Extended Radioactive Contamination Exclusion Clause with U.S.A. Endorsement  
AIMU: U.S. Economic and Trade Sanctions Clause  
MCL In Rem Endorsement  
Warranted that the rated capacity of Lifts, Dry-Docks, Cranes - not to be exceeded.

**Rate:** Flat on est gross receipts of \$1,439,000  
Terrorism coverage offered at \$1,423 a/p - if purchased



725 S. Figueroa Street, 19th Floor, Los Angeles, CA 90017  
office (213) 236-4500 | fax (213) 244-9655

**An order to bind must be received in writing prior to effective date of coverage. All orders must be confirmed by our Binder for coverage to be effective.**

Flat Premium	\$	61,300.00
<b>Total Gross Amount</b>	<b>\$</b>	<b>61,300.00</b>

**COMMISSION:** 0.00%      **Balance due in 25 Days**

**25.00 % MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.**  
Fees are 100% Fully Earned.

**We cannot bind without an application signed by the Insured, and as applicable, the signed TRIA.**

**This Quotation is valid for 0 days, or until inception of coverage, whichever is sooner.**

**For Non-Admitted Risks:** In order to comply with Surplus Line Regulations for policies with multi-state exposures, the retailer must provide WWF with the percentage of the insured's business operations and/or employees that are located in each state outside the home state, (as defined by NRRRA), prior to binding the policy. The surplus line taxes and fees are subject to change if it is determined that the premium allocations between or among states differ from any allocations that may or may not be contemplated in this quotation and/or binder.

**Please review the above Quotation carefully; terms and/or conditions herein represent noteworthy highlights but may not serve as a complete itemization of conditions contained within the policy and may differ from those requested in your submission. In addition to the mentioned exclusions, the policy contains other standard exclusions; specimen policies are available upon request. Terms herein are summarized for use by a licensed broker and should not be submitted in this format to the applicant. Please call with any questions.**

**THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE  
TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.**

## **DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE\***

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

\$1,423                      \_\_\_\_\_ accept                      \_\_\_\_\_ decline

\*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

#### **A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

#### **B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January1, 2015 – December 31, 2015 federal share: 85%

January1, 2016 – December 31, 2016 federal share: 84%

January1, 2017 – December 31, 2017 federal share: 83%

January1, 2018 – December 31, 2018 federal share: 82%

January1, 2019 – December 31, 2019 federal share: 81%

January1, 2020 – December 31, 2020 federal share: 80%

#### **C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

#### **D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

#### **E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

***City of Valdez and Valdez City Schools  
Property and Boiler & Machinery***

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## **INSURANCE PROPOSAL for City of Valdez and Valdez City Schools**

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To: JoAnna Lewis

From: Mike Landert

At: Hale & Associates, Inc.

Date: 01 Jun 2017

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### **A. POLICY TERM:**

01-July-2017 to 01-July-2018

### **B. NAMED INSURED:**

City of Valdez and Valdez City Schools, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

### **C. POLICY LIMIT:**

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of \$75,000,000 as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

### **D. POLICY TERRITORY:**

Coverage provided by this Policy is limited to property while located within: the fifty (50) United States; District of Columbia; Commonwealth of Puerto Rico; U.S. Virgin Islands; and Canada, except as follows:

#### **Cyber Coverage Territory**

Coverage provided in Data, Programs or Software; Off-Premises Data Services Property Damage and Business Interruption and Computer Systems Non-Physical Damage is limited to anywhere in the world except Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine.

### **E. INSURANCE PROVIDED:**

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See Attached Location Schedule.

### **F. SUB-LIMITS:**

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

- |    |              |  |
|----|--------------|--|
| 1. | \$20,000,000 | Earth Movement <b>annual aggregate</b> for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Earth Movement, not to exceed: |
|    | \$50,000     | Earth Movement <b>annual aggregate</b> as respects Errors & Omissions, Off-Premises Data Services, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined.      |
| 2. | \$10,000,000 | Flood <b>annual aggregate</b> for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Flood, not to exceed:                   |
|    | \$50,000     | Flood <b>annual aggregate</b> as respects Errors & Omissions, Off-Premises Data Services, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined.               |
| 3. | \$150,000    | School Buses and Vehicles in Storage applicable at Bus Barn  |

**Additional Coverages**

- |              |  |
|--------------|--|
| \$1,000,000  | Accounts Receivable  |
| \$100,000    | Arson or Theft Reward  |
| Policy Limit | Brand Protection   |
| \$100,000    | Change of Temperature  |
| \$100,000    | Communicable Disease - Property Damage <b>annual aggregate</b>   |
| \$500,000    | Data, Programs or Software   |
| Policy Limit | Debris Removal   |
| Policy Limit | Decontamination Costs  |
| \$100,000    | Deferred Payment   |
| Policy Limit | Demolition and Increased Cost of Construction  |
| \$1,000,000  | Errors and Omissions   |
| \$250,000    | Expediting Expenses  |
| \$250,000    | <b>Fine Arts</b> not to exceed \$10,000 per item for <b>irreplaceable Fine Arts</b>  |
| \$50,000     | Green Coverage not to exceed 25% of the amount of the property damage loss   |
| \$50,000     | Land and Water Clean Up Expense <b>annual aggregate</b>  |
| \$100,000    | Locks and Keys   |
| \$100,000    | Money and Securities   |
| \$2,500,000  | Newly Acquired Property  |
| \$50,000     | Off-Premises Data Services - Property Damage   |
| \$500,000    | Off-Premises Service Interruption - Property Damage  |
| \$100,000    | Professional Fees  |
| Policy Limit | Property Removed from a Location   |
| Policy Limit | Protection and Preservation of Property - Property Damage not to exceed \$250,000 for security costs   |
| \$100,000    | Tax Treatment  |
| \$100,000    | Tenants Legal Liability  |
|              | Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement   |
| \$100,000    | A. United States Certified Act of Terrorism coverage   |
| \$100,000    | B. Terrorism Coverage for Locations Outside of the United States <b>annual aggregate</b> but not to exceed \$100,000 <b>annual aggregate</b> for Property Removed from a Location, Unnamed Locations and Flood |
| \$500,000    | Transit not to exceed \$250,000 for Business Interruption  |
| \$1,000,000  | Unnamed Property   |
| \$500,000    | <b>Valuable Papers and Records</b> not to exceed \$10,000 per item for <b>irreplaceable Valuable Papers and Records</b>  |

**Business Interruption Coverage**

NOT COVERED	Gross Earnings
NOT COVERED	Gross Profits
NOT COVERED	Rental Income
\$3,000,000	Extra Expense

**Business Interruption Coverage Extensions**

\$100,000	Attraction Property
NOT COVERED	Civil or Military Authority
\$100,000	Communicable Disease - Business Interruption <b>annual aggregate</b> for a 12 Month Period of Liability
\$250,000	Computer Systems Non-Physical Damage <b>annual aggregate</b>
\$100,000	Contractual Penalties
\$100,000	Crisis Management not to exceed 30 Days
90 Days	Extended Period of Liability
\$500,000	Ingress/Egress
\$250,000	Leasehold Interest
\$100,000	Logistics Extra Cost
\$50,000	Off-Premises Data Services - Business Interruption
NOT COVERED	Off-Premises Service Interruption - Business Interruption
Policy Limit	Protection and Preservation of Property - Business Interruption
Policy Limit	Research and Development
\$100,000	Soft Costs
\$500,000	Supply Chain

**G. DEDUCTIBLE AMOUNT:**

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount. If two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy:

1. Earthquake (per **location** for all coverages provided) at the following **location**:
22. Providence Valdez Medical Center, 911 Meals Avenue, Valdez, AK, 99686

This Company will not be liable for loss or damage unless the amount of loss or damage exceeds 5% of the combined value of the property and annual business interruption value that would have been earned at the time of such loss or damage at the **location** where loss or damage occurs plus that proportion of the 100% business interruption value at all other **locations** where business interruption loss ensues, in accordance with the valuation and business interruption sections of this policy, subject to a minimum deductible amount of \$100,000 per **location**. If coverage is provided for more than one **location**, this deductible percentage or minimum deductible amount will be applied separately to each **location**.



2. Flood (per **location** for all coverages provided) at **location** 22. Providence Valdez Medical Center, 911 Meals Avenue, Valdez, AK, 99686.

3. Communicable Disease Property Damage and Business Interruption:

Qualifying Period: With respect to Communicable Disease Property Damage and Business Interruption coverage, this Company will not be liable for loss unless the Period of Liability exceeds 48 hours.

Should the Period of Liability exceed this time period, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of \$100,000 combined all coverages.

4. Computer Systems Non-Physical Damage:

Qualifying Period: With respect to Computer Systems Non-Physical Damage, in the event of loss resulting from the failure of the Insured's electronic data processing or media to operate as a direct result of a malicious act directed at the Named Insured, this Company will not be liable for loss unless the Period of Liability exceeds 48 hours.

Should the Period of Liability exceed this time period, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of \$100,000 combined all coverages.

5. Data, Programs, or Software:

Qualifying Period: With respect to Data, Programs, or Software, in the event of a malicious introduction of a machine code or instruction, no coverage is provided unless the time to recreate or restore physically damaged property exceeds 48 hours.

Should this time period be exceeded, the insured loss or damage for malicious introduction of a machine code or instruction will be calculated beginning from the time of loss subject to a deductible of \$100,000 combined all coverages.

6. Off-Premises Data Services Property Damage and Business Interruption:

Qualifying Period: With respect to Off-Premises Data Services Property Damage and Business Interruption coverage, this Company will not be liable for loss unless the period of interruption, as described below, exceeds 24 hours.

The period of interruption for **off-premises data processing or data transmission services** is the period starting when an interruption of provided services happens; and ending when with due diligence and dispatch the service could be wholly restored.

Should the period of interruption exceed this time period, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of \$100,000 combined all coverages.

7. Off-Premises Service Interruption Property Damage and Business Interruption:

Qualifying Period: With respect to Off-Premises Service Interruption Property Damage and Business Interruption, this Company will not be liable for loss unless the period of interruption, as described below, exceeds 24 hours.

The period of interruption for Off-Premises Service Interruption Property Damage and Business Interruption is the period starting when an interruption of provided services happens; and ending when with due diligence and dispatch the service could be wholly restored.

Should the period of interruption exceed this time period, the insured loss or damage will be calculated beginning from the time of loss subject to the deductible(s) that would have applied to the cause of the interruption of services, but not less than \$100,000 combined all coverages.

8. \$100,000 All Other Losses.

**H. SPECIAL TERMS AND CONDITIONS:**

**1. Specific Earth Movement Exclusion - PRO 125 (4/15)**

ADDITIONAL PROPERTY DAMAGE COVERAGE, **Earth Movement** does not apply to any property except at the following location(s):

22. Providence Valdez Medical Center, 911 Meals Avenue, Valdez, AK, 99686

**2. Specific Flood Exclusion - PRO 128 (4/15)**

ADDITIONAL PROPERTY DAMAGE COVERAGE, **Flood** does not apply to any property except at the following location(s):

22. Providence Valdez Medical Center, 911 Meals Avenue, Valdez, AK, 99686

**3. Transmission and Distribution Systems Exclusion - PRO 132 (04/15)**

PROPERTY EXCLUDED is amended to include:

Transmission and distribution systems, including poles, towers and fixtures, overhead conductors and devices, underground or underwater conduit, underground or underwater conductors and devices, line transformers, service meters, street lighting and signal systems.

**4. Motor Vehicle Coverage - PRO 141 (4/15)**

This Policy covers:

- a) Motor vehicles;
- b) Trucks; and
- c) Trailers; Licensed

for highway use.

PROPERTY EXCLUDED, item 7., is amended to:

7. Motor vehicles owned by directors, officers and employees of the Insured

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

This Policy does not cover loss or damage resulting from:

- i) Collision; or

ii) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

**5. United States Certified Act of Terrorism 2015**

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of terrorism contained in DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered terrorism within the terms of this policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the Policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

**I. INDEX OF FORMS:**

The following forms are made part of this Policy:

<b><u>Title</u></b>	<b><u>Form No.</u></b>	<b><u>Edition</u></b>
Declarations Page	PRO DEC 4100	(04/15)
Declarations	PRO S-1 4100	(01/17)
All Risk Coverage	PRO AR 4100	(01/17)
Supplemental United States Certified Act of Terrorism Endorsement	7312	(1/15)
Alaska Amendatory Endorsement	AFM 6505	(01/17)

Total Premium **including** the United States Certified Act of Terrorism coverage: \$212,558 at no commission

Total Premium **excluding** the United States Certified Act of Terrorism coverage: \$205,058 at no commission

Total Premium for the United States Certified Act of Terrorism: \$7,500 at no commission

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Additional Property Damage Coverage Sub-Limit for Terrorism Coverage part A. will be amended to A. \$75,000,000

Engineering Fees: \$7,500 at no commission.

**Applicable state taxes, surcharges and fees are not included in this proposal. Applicable state taxes, surcharges and fees will be added to the invoice.**

Any variations between this proposal letter and Affiliated FM forms versus your application are not provided.

This proposal expires July 1, 2017.

Thank you for your business and please feel free to call with any questions.

Regards,  
 Mike Landert  
 Senior Vice President  
 Sullivan & Associates of Oregon

**Location Schedule**

1. City Hall, Old City Hall, Police Station, 212 Chenega Avenue, Valdez, AK, 99686, Index No. 092099.25
2. Fire Station and Old Fire Station, 212 Pioneer Drive, Valdez, AK, 99686
3. Police Station Parking Garage, 212 Tatitlek Street, Valdez, AK, 99686
4. City of Valdez Library, 212 Fairbanks Drive, Valdez, AK, 99686, Index No. 092099.27
5. Valdez Museum and Historical Archive, 217 Egan Drive, Valdez, AK, 99686, Index No. 092099.27
6. Council Chambers - Administration Complex, 211 Fairbanks Drive, Valdez, AK, 99686
7. Valdez Convention and Civic Center, 110 Clifton Drive, Valdez, AK, 99686, Index No. 092099.28
8. Waterwell #5 - Public Works Building & Tank, 1465 Mineral Creek Loop Road, Valdez, AK, 99686
9. Waterwell, Robe River/Sub Division, 311 Dylan Drive, Valdez, AK, 99686
10. Hillside Tank Farm Water Department, USS 411 Mineral Creek Canyon & USS 641 West Egan, Valdez, AK, 99686
11. Warehouse #1, 436 South Hazelet, Valdez, AK, 99686
12. Airport Terminal Building, 300 Valdez Airport Road, Valdez, AK, 99686, Index No. 092099.30
13. Valdez Senior Center, Inc., 1109 Meals, Valdez, AK, 99686, Index No. 092099.33
14. Alpine Woods Subdivision/Fire Station #4, 5040 Richardson Highway, Valdez, AK, 99686
15. Robe River Subdivision/Fire Station #3, 124 River Drive, Valdez, AK, 99686
16. Woody Woodman Teen Center, 414 West Hanagita Street, Valdez, AK, 99686, Index No. 092099.32
17. Mary Kevin Gilson Medical Center, 1001 Meals Avenue, Valdez, AK, 99686, Index No. 092099.33
18. George H. Gilson High School and Classrooms, 319 Robe River Drive, Valdez, AK, 99686, Index No. 092004.32
19. Hermon Hutchens Elementary School, 1109 West Klutina Street, Valdez, AK, 99686, Index No. 092004.34
20. School District Administration Building, 1112 West Klutina Street, Valdez, AK, 99686, Index No. 092004.34
22. Providence Valdez Medical Center, 911 Meals Avenue, Valdez, AK, 99686, Index No. 092099.33
23. Pump Station #4 - Tract A - USS641, 1104 West Egan, Valdez, AK, 99686
24. South Central Pump, 1555 Mineral Creek Loop Road, Valdez, AK, 99686
25. Baler Building - USS 0439, 500 South Sawmill, Valdez, AK, 99686, Index No. 002625.98
26. Valdez City Animal Shelter, 276 East Egan, Valdez, AK, 99686, Index No. 092099.27
27. Log Cabin @ Salmon View, Richardson Highway, Valdez, AK, 99686
28. Maintenance Shop #1 and #2, 602 West Egan, Valdez, AK, 99686
29. Bus Barn Building, 613 West Egan, Valdez, AK, 99686
30. George H. Gilson Junior High School, 357 Robe River Drive, Valdez, AK, 99686, Index No. 092004.32
31. Maintenance Building, 555 West Egan, Valdez, AK, 99686

## City of Valdez and Valdez City Schools

Account: 1-60939

Policy No.: PC231RQ-00

Policy Term: 01-July-2017 - 01-July-2018

Values as of June 5, 2017

Location								Premium and US Taxes	
Loc no.	Name	Address	City	State	County	Post Code	Country	Total Premium	Total US Taxes
001	City Hall, Old City Hall, Police Station	212 Chenega Avenue	Valdez	AK	Valdez-Cordova	99686	USA	4,660	0.00
002	Fire Station & Old Fire Station	212 Pioneer Drive	Valdez	AK	Valdez-Cordova	99686	USA	1,848	0.00
003	Police Station Parking Garage	212 Tatitlek Street	Valdez	AK	Valdez-Cordova	99686	USA	362	0.00
004	City of Valdez Library	212 Fairbanks Drive	Valdez	AK	Valdez-Cordova	99686	USA	1,949	0.00
005	Valdez Museum & Historical Archive	217 Egan Drive	Valdez	AK	Valdez-Cordova	99686	USA	3,336	0.00
006	Council Chambers - Administration Complex	211 Fairbanks Drive	Valdez	AK	Valdez-Cordova	99686	USA	702	0.00
007	Valdez Convention & Civic Center	110 Clifton Drive	Valdez	AK	Valdez-Cordova	99686	USA	4,244	0.00
008	Waterwell #5 - Public Works Building & Tank	1465 Mineral Creek Loop Road	Valdez	AK	Valdez-Cordova	99686	USA	2,111	0.00
009	Waterwell, Robe River/Sub Division	311 Dylan Drive	Valdez	AK	Valdez-Cordova	99686	USA	2,111	0.00
010	Hillside Tank Farm Water Department	USS 411 Mineral Creek Canyon & USS 641 West Egan	Valdez	AK	Valdez-Cordova	99686	USA	1,397	0.00
011	Warehouse #1	436 South Hazelet	Valdez	AK	Valdez-Cordova	99686	USA	1,553	0.00
012	Airport Terminal Building	300 Valdez Airport Road	Valdez	AK	Valdez-Cordova	99686	USA	13,729	0.00
013	Valdez Senior Center, Inc.	1109 Meals	Valdez	AK	Valdez-Cordova	99686	USA	9,050	0.00
014	Alpine Woods Subdivision/Fire Station #4	5040 Richardson Highway	Valdez	AK	Valdez-Cordova	99686	USA	386	0.00
015	Robe River Subdivision/Fire Station #3	124 River Drive	Valdez	AK	Valdez-Cordova	99686	USA	450	0.00

Location								Premium and US Taxes	
Loc no.	Name	Address	City	State	County	Post Code	Country	Total Premium	Total US Taxes
016	Woody Woodman Teen Center	414 West Hanagita Street	Valdez	AK	Valdez-Cordova	99686	USA	1,642	0.00
017	Mary Kevin Gilson Medical Center	1001 Meals Avenue	Valdez	AK	Valdez-Cordova	99686	USA	2,381	0.00
018	George H. Gilson High School and Classrooms	319 Robe River Drive	Valdez	AK	Valdez-Cordova	99686	USA	24,322	0.00
019	Hermon Hutchens Elementary School	1109 West Klutina Street	Valdez	AK	Valdez-Cordova	99686	USA	18,614	0.00
020	School District Administration Building	1112 West Klutina Street	Valdez	AK	Valdez-Cordova	99686	USA	1,192	0.00
022	Providence Valdez Medical Center	911 Meals Avenue	Valdez	AK	Valdez-Cordova	99686	USA	65,020	0.00
023	Pump Station #4 - Tract A - USS641	1104 West Egan	Valdez	AK	Valdez-Cordova	99686	USA	1,992	0.00
024	South Central Pump	1555 Mineral Creek Loop Road	Valdez	AK	Valdez-Cordova	99686	USA	2,009	0.00
025	Baler Building - USS 0439	500 South Sawmill	Valdez	AK	Valdez-Cordova	99686	USA	2,131	0.00
026	Valdez City Animal Shelter	276 East Egan	Valdez	AK	Valdez-Cordova	99686	USA	1,909	0.00
027	Log Cabin @ Salmon View	Richardson Highway	Valdez	AK	Valdez-Cordova	99686	USA	889	0.00
028	Maintenance Shop #1 and #2	602 West Egan	Valdez	AK	Valdez-Cordova	99686	USA	2,115	0.00
029	Bus Barn Building	613 West Egan	Valdez	AK	Valdez-Cordova	99686	USA	4,890	0.00
030	George H. Gilson Junior High School	357 Robe River Drive	Valdez	AK	Valdez-Cordova	99686	USA	21,056	0.00
031	Maintenance Building	555 West Egan	Valdez	AK	Valdez-Cordova	99686	USA	7,008	0.00

**\$205,058**

Terrorism: \$7,500

Total: **\$212,558**

Engineering

Fee: \$7,500

**Grand Total: \$220,058**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Insured Name: City of Valdez and Valdez City Schools      Date: June 1, 2017

Account Number: 1-60939

Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005, 2007 and again in 2015, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% (AND BEGINNING ON JANUARY 1, 2016, SHALL THEN DECREASE BY 1 PERCENTAGE POINT PER CALENDAR YEAR UNTIL EQUAL TO 80 PERCENT) OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY CALENDAR YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE:** UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF **JULY 1, 2017**, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

\_\_\_\_\_ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of **\$7,500.** This premium does not include applicable taxes or surcharges.

\_\_\_\_\_ I hereby decline this offer of coverage for terrorist acts covered by the act.



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Policyholder/Applicant Signature

---

Print Name

---

Date

***City of Valdez and  
Valdez City Schools  
Crime***

**Crime Coverage**

**Carrier Name:** Hartford Fire Insurance Company  
**Policy Number:** 52 FA 0233687 17  
**Effective Date:** 7/1/17 at 12:01 a.m. standard time, at location of property insured  
**Expiration Date:** 7/1/18 at 12:01 a.m. standard time, at location of property insured  
**Coverage:** Coverage for employee theft of money, securities, or property.  
**Option 1 – As Expiring**

<b>CrimeSHIELD for Governmental Entities</b>	<b>Limit of Insurance</b>	<b>Deductible</b>
1.A. Employee Theft - Per Loss	\$1,000,000	\$10,000
1.B. Employee Theft - Per Employee	N/A	N/A
2. Depositors Forgery or Alteration	\$1,000,000	\$10,000
3. Theft, Disappearance and Destruction - Money, Securities and Other Property	N/A	N/A
4. Robbery and Safe Burglary - Money and Securities	N/A	N/A
5. Computer and Funds Transfer Fraud	\$1,000,000	\$10,000
6. Money Orders and Counterfeit Currency	N/A	N/A
<b>Total Premium:</b>	<b>\$5,363</b>	

**Computer & Funds Transfer Fraud  
 Insuring Agreement 5:**

We will pay for loss of and loss from damage to “money”, “securities” and “other property” following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the “premises” or “banking premises”  
 1. to a person (other than a “messenger”) outside those “premises”; or  
 2. to a place outside those “premises”.  
 And, we will pay for loss of “money” or “securities” through “funds transfer fraud” resulting directly from “fraudulent transfer instructions” communicated to a “financial institution” and instructing such institution to pay, deliver, or transfer “money” or “securities” from your “transfer account”.

***Valdez City School District  
AML/JIA Package***

# ***Valdez City School District***

## ***BROKERAGE SERVICES PROPOSAL***

*Effective*  
*From: 07/01/2017 To 07/01/2018*

*Presented by:*

David R. Hale  
President



100 Cushman Street, Suite 200  
Fairbanks, AK 99701

Phone: (907) 456-6671  
Toll Free: (800) 570-6671  
Fax: (907) 452-5214

*Executive Summary*

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This quote has been based on the information you provided to us and on which we have relied and is subject to the terms and conditions of the policy forms. In the event the information provided to the underwriters/(re)insurers is not complete and accurate, it may allow the underwriters/(re)insurers to avoid liability for a particular claim or to void the policy entirely. If any material information has been excluded or if any of the information provided is now inaccurate please advise us immediately in order that we can seek revalidation of terms with underwriters/(re)insurers.

This quote is valid until 07/01/2017 after which the pricing, terms, and conditions are subject to change. It does not constitute confirmation of full or further support of the placement at these terms; it is recommended, therefore, that you respond to us as soon as possible. We will not be responsible for any consequences that may arise from any delay or failure by you to respond to us by 06/30/2017.

You are requested to review this indication to confirm that it accurately reflects the coverage conditions, limits and other terms that you require. If the indication of coverage and terms does not accord with your instructions please kindly advise us immediately by contacting David Hale at (907) 456-6671.

*Client Service Team*

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Hale & Associates is committed to not only meeting your unique business demands, but to exceeding your expectations as a first class insurance broker and risk management partner. We know your value:

- a personal relationship with an increased access to your account team
- state-of-the-art market knowledge and expertise
- enhanced claims advocacy
- quicker, more streamlined processes (e.g., claims filing, certificate issuance)

The following is your Service Team:

Hale & Associates  
Phone: (907) 456-6671  
Fax: (907) 452-5214

**David Hale**  
**President**  
[david@hale-ins.com](mailto:david@hale-ins.com)

**JoAnna Lewis**  
**Account Executive**  
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Hallie Woods  
Account Executive  
[hallie@hale-ins.com](mailto:hallie@hale-ins.com)

**VALDEZ CITY SCHOOL DISTRICT**  
**AML/JIA PREMIUM SUMMARY**

	<u>07/01/17-18</u>	<u>07/01/16-17</u>	<u>Change</u>
General Liability & E&O	\$ 39,780	\$ 31,459	\$ 8,321
Workers' Compensation	\$ 88,817	\$ 88,154	\$ 663
Business Auto	\$ 10,969	\$ 10,969	\$ 0
LCIP Discount	\$ -3,289	\$ -3,387	\$ 98
Rate Stabilization Fund Credit	\$ -856	\$ -1,284	\$ 428
3-Year Participant Membership	\$ -6,978	\$ -6,529	\$ -449
<b>Total AML/JIA Premium</b>	<b>\$ 128,443</b>	<b>\$ 119,382</b>	<b>\$ 9,061</b>
 <b>Total Property Incl Boiler &amp; Mach</b>	 <b>\$ 74,820</b>	 <b>\$ 86,989</b>	 <b>\$ -12,169</b>
Affiliated FM Insurance Co.			


Average Daily Membership	804	655
Reported Payroll	\$ 6,964,464	\$ 7,104,649
Vehicles	13	13

Payroll Subject to Audit

*Payment Due: July 10, 2017*



## MEMORANDUM

DATE: May 23, 2017  
TO: AMLJIA Members  
FROM: Kevin Smith, Executive Director   
RE: FY2018 Notice of Contribution

Your FY2018 Notice of Deposit Contribution is enclosed. Your contribution is based on the current exposure data provided in the renewal questionnaire(s) due to us in April. If you have not returned the questionnaire, your exposure information remains the same as last year, except that we have increased the building and contents values to account for increased building costs. Remember, the AMLJIA offers Replacement Cost Coverage for property, so it is important to be fair to both other members and our excess carriers in estimating property values. Note that we will also be auditing payroll numbers at the end of each year. A credit or debit to your contribution may apply at that time. If your entity's questionnaire has not been returned, please do so as soon as possible to obtain the most accurate price estimate. If you need another copy of the questionnaire or need assistance, you can download them and the instructions at <http://www.amljia.org/underwriting/exposures-questionnaire.html>, or contact the AMLJIA staff at 800-337-3682.

### Loss Control Incentive Program

The Notice of Deposit Contribution includes a credit for your Loss Control Incentive Program discount. If you're not participating in the Loss Control Incentive Program, contact the risk management department at 800-337-3682 to sign up.

### Rate Stabilization Fund

You may also take advantage of the Rate Stabilization Fund if you wish. Since FY2013, each member in good standing may use credits distributed from the Fund to offset deposit contributions. The amount of the credit received will depend on a member's longevity and your proportionate share of the pool's total contributions. Members may use up to one-third of their account balance. If you want to use this credit, you must indicate how much you wish to use and send the enclosed form back to your broker or the AMLJIA. If you do not indicate an amount, then no credit will be applied. Should you elect to save the credit or use only a portion of the credit towards your FY2018 contribution, then any remaining amount will roll over to the next fiscal year where it will be available as described on the Rate Stabilization Fund Credit form. Last year, about two-thirds of members elected to "let it ride" as they say in Vegas, saving their credits for another day. This provides members with some ability to control and stabilize contributions on their own.



### **Three-Year Rate Discount**

Most members have been with the pool for many years. This gives the pool stability and predictability and improves pricing. To help show our appreciation, we are offering a five percent discount to any member that wishes to enter into a three-year agreement. During those three years, your overall rate is guaranteed not to rise more than 10 percent in any one of the three years or the agreement is void. To take advantage of the three year pricing discount, you must read and sign the three year agreement and return it to your broker or the AMLJIA.

### **Rating**

It is important to understand there are many factors that determine your individual contribution. First are your exposures. Examples of your exposures include the value of your buildings, the amount of your payroll, and the number of vehicles and/or students exposed to potential loss. Generally, if payroll increases so does your contribution, since much of the rating is based on payroll. Deductibles play a role as well. Obviously, the larger the deductible a member takes the less exposed the rest of the pool is on each individual loss; therefore your contribution is less.

Loss experience is another factor that will impact the amount of your contribution. If your losses (claims) are better or worse than expected, then you have either good or bad loss experience. An experience modifier is applied that reflects your individual experience. Collectively, when we are all able to keep our losses down, the membership can enjoy better pricing. To that end, the AMLJIA has been proactive in promoting risk control and safety.

If after reviewing your Notice of Deposit Contribution you need further explanation, please contact your broker or Paul Bryner, Underwriting Manager, at 800-337-3682 or paulb@amljia.org. We are also available for council, assembly or board presentations upon request.

### **AML Membership Required**

The AMLJIA is a member service of the Alaska Municipal League (AML). The AML provides advocacy and training to members. In order to participate in the AMLJIA, participants must also be members in good standing (current with dues) of the AML.

### **Conclusion**

Our objective has always been to reward member loyalty to the AMLJIA program and proactive loss control practices by offering member credits such as those described above. These programs are designed to help members establish best practices and reduce losses, in turn building a culture of safety that protects your employees, your communities, your students and your schools. It is AMLJIA's belief that an investment in safety and risk management is rewarded by reduced liabilities, fewer employee injuries, and cost savings for you like in the Rate Stabilization Fund credit.

Since 1988, our commitment to addressing your evolving risk management needs is a top priority. If there are other ways in which we can serve you better, please let us know. Your entity is an important member of this program. On behalf of the AMLJIA Board and staff, thank you for your support, and we look forward to continuing to serve you!



Alaska Municipal League Joint Insurance Association, Inc.

807 G Street, Ste. 356 Anchorage, AK 99501 \* P(907)258-2625 \* F(907)279-3615 \* Toll Free in AK (800)337-3682

Fiscal Year 2018

Tuesday, May 23, 2017

## Member's Notice of Deposit Contribution

### Valdez City School District

Amber Cockerham

Business Manager

PO Box 398

Valdez

AK

99686-0398

Phone Number:

Fax Number:

(907) 834-4700

(907) 835-4964

Policy #: 122-1

Broker: David Hale

Brokerage Firm: Hale & Associates

Broker Phone Number:

Broker Fax Number:

(907) 456-6671

(907) 452-5214

Joined AMLJIA:

Coverage Type and Exposure: CORE Package

ANNUAL CONTRIBUTION

#### 1. GENERAL LIABILITY

General Liability Limits: \$10,250,000

**\$39,780**

General Liability Deductible: \$0

Reported Payroll: \$6,964,464

Average Daily Membership (School only) 804

General Liability Broker Fees: \$0

#### 2. PUBLIC OFFICIALS LIABILITY / School Leaders E and O

Included in General Liability

#### 3. WORKERS' COMPENSATION

Reported Payroll: \$6,964,464

**\$88,817**

Workers' Comp Broker Fees: \$0

#### 4. AUTO LIABILITY

Auto Liability Limits: \$10,250,000

**\$4,598**

Auto Liability Deductible: \$0

Auto Liability Broker Fees: \$0

Total Number of Vehicles: 13

Scheduled Values: \$374,748

Comp. and Collision Premium: **\$6,371**

Comp. and Collision Broker Fees: \$0

#### 5. PROPERTY

*Deductibles and Rates are listed on your Property Detail Report*

Total Values: \$0

**\$0**

Total Mobile Equipment Values: \$0

**\$0**

Mobile Equipment Broker Fees: \$0

Property Broker Fees: \$0

*Earthquake and Flood Coverage: ( See Property Detail Report for coverage and limit*

#### 6. POLICE PROFESSIONAL LIABILITY

PPL Limits: \$0

**\$0**

PPL Deductible: \$0

PPL Broker Fees: \$0

Reported Police Payroll: \$0

Accreditation Discount Percent: 0%

**\$0**

THIS IS NOT A BILL - Actual Invoices are sent out June 2017

Building on Tradition Protecting Your Future.



<b>7. Total Enhancement Contribution:</b>		<b>\$0</b>
Crime Coverage Limits:	\$100,000	
Loss Control Incentive Program Discount:		<b>(\$3,289)</b>
Rate Stabilization Fund Used:		<b>\$0</b>
	<b>TOTAL CONTRIBUTION</b>	<b>\$136,277</b>
3 Year Agreement Rate Discount:		<b>(\$6,978)</b>
	<b>TOTAL CONTRIBUTION WITH 3 YEAR AGREEMENT</b>	<b>\$129,299</b>

THIS IS NOT A BILL - Actual Invoices are sent out June 2017

Building on Tradition Protecting Your Future.





Alaska Municipal League Joint Insurance Association, Inc.

807 G Street, Suite 356 Anchorage, Alaska 99501 \* P(907)258-2625 \* F(907)279-3615 \* Toll Free in AK (800)337-3682

## Rate Stabilization Fund Credit

FY 2018

Valdez City School District

Tuesday, May 23, 2017

### How to use Your Rate Stabilization Fund Credit

The Alaska Municipal League Joint Insurance Association, Inc. (AMLJIA) is distributing members' retained earnings in a way that benefits both the membership and the pool itself. This program, called the Rate Stabilization Fund, considers longevity, loyalty and contributions to the program consistent with the desires of the Board of Trustees to meet that goal.

The Rate Stabilization Fund is based upon the allocation principles expressed in the Cooperative Participation Agreement (CPA) Section 11 (2), "Members' Equity and Dividend Distribution," which offer guidance on how to fairly and equitably distribute members' retained earnings. The fund consists of appropriations made to it from time to time by the AMLJIA Board of Trustees. Each member has its own balance which can be used to offset contributions. Members will be allowed to use up to one-third (33.3%) of the balance of their account in any one year until the balance remaining falls below \$150. If the total balance is \$150 or less, the entire amount may be used in a single fiscal year.

If you choose to use your credit this year, please indicate the amount of money you wish to use from the amount available to you this year, sign this form confirming your decision, and return it to the AMLJIA at the fax number above. Once we receive the signed form, we will send a credit invoice indicating the difference between your total contribution minus the amount of the credit which you elected to use.

**Member Name:** Valdez City School District

**Rate Stabilization Fund Balance:** \$2,569

**Credit Amount Available this Year:** \$856

**Remaining Balance if One-Third Used:** \$1,713

**Amount Desired to Use:**

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**PLEASE FAX THIS COMPLETED FORM TO 907-279-3615**

# Alaska Municipal League Joint Insurance Association, Inc.

## General Liability DETAIL REPORT

FY2018

Tuesday, May 23, 2017

### General Liability Contribution Calculation

<b>Valdez City School District</b>		<b>Member #</b>	122-1
<b>GL Limits:</b>	<b>\$10,250,000</b>	<b>GL Deductible:</b>	<b>\$0</b>
Expense Rate	\$39.083	GL Variable	\$0
POL/E and O Rate	\$0.120	Expense Contri.	\$31,423
ADM*	804	POL/E and O Contri.	\$8,357
<i>*School Districts Only</i>		Base GL Contribution	\$39,780
<b>Total Payroll</b>	<b>\$6,964,464</b>	GL Broker Fee	\$0
GL Experience Modifier	0.996	<b>General Liability Contribution</b>	<b>\$39,780</b>

**GL Note:**

# Alaska Municipal League Joint Insurance Association, Inc.

## Workers' Compensation DETAIL REPORT

FY 2018

Tuesday, May 23, 2017

### Workers' Compensation - Scheduled Payroll

**Valdez City School District**

Member ID: 122-1

CODE	DESCRIPTION	# VOL	PAYROLL	RATE	CONTRIBUTION
8868	Schools/Professionals Employees	0	\$6,035,984	\$0.87	\$52,513
9101	Schools/All Other Employees	0	\$928,480	\$3.91	\$36,304

### Workers' Compensation Contribution Calculation

Total Payroll	\$6,964,464	WC Variable	\$0
WC Experience Modifier	0.93	Base WC Contribution	\$88,817
Employee Federal ID #	92-6000150	WC Broker Fee	\$0
Total WC Contribution		\$88,817	

WC Note:

Alaska Municipal League Joint Insurance Association, Inc.  
Automobile Liability/Comp. and Collision  
DETAIL REPORT

Tuesday, May 23, 2017

FY 2018

Automobile Detail Schedule

**Valdez City School District**

Account ID 122-1

Veh#	Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Contr.	AL Contr.	Date Start	Date End
385962	1998	Ford	Club Wagon	608	\$0	No	\$0	\$0.00	\$0	\$418	7/1/2017	7/1/2018
385963	2006	Ford	4x4 Pickup	NF21546EB35	\$0	No	\$0	\$0.00	\$0	\$418	7/1/2017	7/1/2018
385964	2011	Alcan	Trailer	3V1222AA69	\$0	No	\$0	\$0.00	\$0	\$0	7/1/2017	7/1/2018
385965	2011	Bil-Jax	ET-12000 Equipme	ES2224BA00	\$0	No	\$0	\$0.00	\$0	\$0	7/1/2017	7/1/2018
386796	2009	Blue Bird	School Bus	57666	\$75,264	Yes	\$500	\$1.50	\$1,129	\$418	7/1/2017	7/1/2018
386797	2009	Blue Bird	School Bus	59628	\$75,264	Yes	\$500	\$1.50	\$1,129	\$418	7/1/2017	7/1/2018
386798	2009	Ford	E350 Econc Cutaw	SE35L99DA9	\$30,725	Yes	\$500	\$1.50	\$461	\$418	7/1/2017	7/1/2018
386799	2011	Chevrolet	Suburban	VKLEG8BR30	\$39,614	Yes	\$500	\$1.50	\$594	\$418	7/1/2017	7/1/2018
386800	2014	Ford	Ford Transit Conne	LS6E7XE115	\$21,981	Yes	\$500	\$1.50	\$330	\$418	7/1/2017	7/1/2018
386801	2015	Ford	F250	3F2B69FEB32	\$24,398	Yes	\$500	\$1.50	\$366	\$418	7/1/2017	7/1/2018
386802	2015	Ford	F350	RF3865FEB32	\$36,757	Yes	\$500	\$1.50	\$551	\$418	7/1/2017	7/1/2018
386803	2015	Ford	Ford Transit Van 3	X2CM0FKA0	\$34,000	Yes	\$500	\$1.50	\$510	\$418	7/1/2017	7/1/2018
386804	2016	Ford	Expedition	JK1GT8GEF2	\$36,745	Yes	\$500	\$1.50	\$551	\$418	7/1/2017	7/1/2018



# Automobile Detail Schedule

**Valdez City School District**

Account ID 122-1

Veh#	Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Contri.	AL Contri.	Date Start	Date End
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## Automobile Contribution Calculation -- Auto Liability/Comp. and Collision

<b>Auto Liability Limit</b>	<b>\$10,250,000</b>	<b>Auto Liability Deductible</b>	<b>\$0</b>
Scheduled Values	\$374,748	Total Number of Vehicles	13
Non-Owned/Hired	\$750	Base AL Contribution	\$4,598
Base C/C Contribution	\$6,371	AL Brokerage Fee	\$0
C/C Brokerage Fee	\$0		
<b>Auto C/C Contribution</b>	<b>\$6,371</b>	<b>Auto Liability Contribution</b>	<b>\$4,598</b>

**Note:**

**NOTE: Only those vehicles that are covered under Comp. and Collision have recorded scheduled values.**

# Alaska Municipal League Joint Insurance Association, Inc.

## Annual Deposit Of Contribution Enhancement Coverages

ALASKA MUNICIPAL LEAGUE  
JOINT INSURANCE ASSOCIATION, INC.  
807 G Street, Suite 356  
Anchorage, Alaska 99501

Tuesday, May 23, 2017

PHONE - (907) 258-2625

FAX - (907) 279-3615

TOLL FREE IN ALASKA - (800) 337-3682

### GENERAL INFORMATION

Valdez City School District

Amber Cockerham

Business Manager

PO Box 398

Valdez

AK

99686-0398

(907) 835-4357

(907) 835-4964

Policy Fiscal Year:

2018

Member #:

122-1

Joined AML/JIA:

7/1/2001

Coverage Type and Exposure: Supplemental

Coverage Type	Coverage Policy #	Eff Date/Beg	Eff Date/End
Crime Coverage		7/1/2017	7/1/2018
Limits	Basis	Notes	
\$100,000	Included		
Deductible			
\$1,000			

Contribution: \$0

Note: All supplemental coverages are optional coverages  
and may be purchased separately from the AML/JIA Core Program.

### AML/JIA Office Use Only

Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

A. Jacobs, Accounting

Invoice Created

Created By

## Alaska Municipal League Joint Insurance Association, Inc.

### Annual Deposit Of Contribution Enhancement Coverages

ALASKA MUNICIPAL LEAGUE  
JOINT INSURANCE ASSOCIATION, INC.  
807 G Street, Suite 356  
Anchorage, Alaska 99501

Tuesday, May 23, 2017

PHONE - (907) 258-2625

FAX - (907) 279-3615

TOLL FREE IN ALASKA - (800) 337-3682

#### GENERAL INFORMATION

Valdez City School District

Amber Cockerham

Business Manager

PO Box 398

Valdez

AK

99686-0398

(907) 835-4357

(907) 835-4964

Policy Fiscal Year:

2018

Member #:

122-1

Joined AML/JIA:

7/1/2001

*Coverage Type and Exposure: Supplemental*

Coverage Type	Coverage Policy #	Eff Date/Beg	Eff Date/End
Student Accident		7/1/2017	7/1/2018
Limits	Basis	Notes	
\$25,000	Included	80% Coinsurance	
Deductible			
\$50			

Contribution: \$0

Note: All supplemental coverages are optional coverages  
and may be purchased separately from the AML/JIA Core Program.

#### AML/JIA Office Use Only

Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

A. Jacobs, Accounting

Invoice Created

Created By

# Alaska Municipal League Joint Insurance Association, Inc.

## Annual Deposit Of Contribution Enhancement Coverages

ALASKA MUNICIPAL LEAGUE  
JOINT INSURANCE ASSOCIATION, INC.  
807 G Street, Suite 356  
Anchorage, Alaska 99501

Tuesday, May 23, 2017

PHONE - (907) 258-2625  
FAX - (907) 279-3615  
TOLL FREE IN ALASKA - (800) 337-3682

### GENERAL INFORMATION

Valdez City School District

Amber Cockerham Business Manager

PO Box 398

Valdez AK 99686-0398

(907) 835-4357

(907) 835-4964

Policy Fiscal Year:

2018

Member #:

122-1

Joined AML/JIA:

7/1/2001

Coverage Type and Exposure: Supplemental

TOTAL SUPPLEMENTAL  
COVERAGES:

\$0

Note: All supplemental coverages are optional coverages  
and may be purchased separately from the AML/JIA Core Program.

### AML/JIA Office Use Only

Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

A. Jacobs, Accounting

Invoice Created

Created By

Date: July 1, 2017

Policy Reference Number: 122-1 Policy Period From: July 1, 2017 To July 1, 2018

On your instruction, coverage has been negotiated with the Alaska Municipal League Joint Insurance Association, Inc. (AML/JIA), which is an assessable self-insurance fund or risk retention pool for Alaska municipalities and school districts rather than an insurance company.

As a professional insurance broker it has been our established policy to make every effort to place coverages only with insurance companies having, at the time of placing a risk, a Best's rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of A.M. Best Financial Size Category VII in Policyholders' Surplus.

As AML/JIA is not an insurance company, is not rated by AM Best's, and is not evaluated by Hale & Associates, we will be unable to proceed without your authorization.

**Please note that Hale & Associates does not guarantee the financial position and solvency of any insurer, self-funded pool or risk retention pool utilized. Please also note that participants in the AML/JIA risk retention pool are subject to assessment for pool liabilities.**

A statement of AML/JIA's latest financial position can be made available to you if you wish to examine it.

If you wish us to proceed to place this coverage with the AML/JIA, please so indicate by signing the authorization below and returning one copy of your authorization for our records.

A new authorization will be required for each new placement and for each renewal.

Best regards,

David R. Hale  
President

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**AUTHORIZATION – TO BE RECEIVED FROM SCHOOL DISTRICT**

To: Hale & Associates, Inc.

Policy Reference Number: 122-1

Policy Period From: July 1, 2017 To July 1, 2018

I refer to the above request and approve the use of AML/JIA and hereby authorize you to complete the placement of my coverages with this assessable risk retention pool.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company VALDEZ CITY SCHOOL DISTRICT

Date \_\_\_\_\_

***IMPORTANT – PREMIUM/COMPENSATION INFORMATION***

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General Liability premiums are subject to annual audit and adjustment; increases or decreases in annual premium may result. The adjustment will be based upon the rating plan of your policy.

Workers Compensation premiums are subject to annual audit and adjustment; increases or decreases in annual premium may result. The adjustment will be based upon your actual payroll and other variables such as the rules, rates, classification, and experience modification as promulgated by the various state rate bureaus and the Interstate Rate Bureau.

Acknowledgement Statement

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This proposal is not to be construed as an exact or complete analysis of the policies, or as legal evidence of insurance. The provisions of the actual policies in current use by the insurance company(ies) being quoted or proposed will prevail.

We have attempted to identify for your consideration the coverages available, subject to the terms and conditions of the applicable policy in accordance with your instructions. Please review this proposal and its attachments carefully, and if our understanding meets with your approval, please sign and return a copy of this acknowledging your approval.

Very truly yours,

David R. Hale  
President  
Hale & Associates

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and approved on:

Date: \_\_\_\_\_

## ***Signature Pages***



# Alaska Public Entity Insurance

## UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION FORM

Policy Year: July 1, 2017 - July 1, 2018

**Insured: City of Valdez**

AcctID# 265

APEI's automobile policy includes Uninsured Motorists (UM) and Underinsured Motorists (UIM) bodily injury coverages with a policy limit of \$250,000 per accident. It also includes UM and UIM property damage coverage at a limit of \$25,000 per accident with a \$250 deductible. UM and UIM property damage coverage applies only to vehicles for which the member has purchased physical damage coverage.

Uninsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has no liability protection and is legally responsible for the injuries or the damage. This includes a hit-and-run vehicle whose owner and operator cannot be identified.

Underinsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has liability protection but not enough to pay the full amount that the injured person is legally entitled to recover as damages.

We offer higher limits of UM and UIM bodily injury at an additional cost for members desiring to increase their coverage. Please indicate below whether or not you wish to add coverage at these higher limits, and if so, which limits you are requesting.

### Uninsured Motorists and Underinsured Motorists Coverage Selection

\_\_\_\_\_ I select UM/UIM bodily injury coverage at higher limits as indicated below:

	Split Limit (per Person / per Accident)	Additional Premium
_____	\$250,000 / \$300,000	\$11,250.00
_____	\$300,000 / \$500,000	\$20,458.75
_____	\$500,000 / \$500,000	\$22,731.25
_____	\$500,000 / \$1,000,000	\$24,772.50
_____	\$1,000,000 / \$2,000,000	\$47,271.25

**SIGN HERE**

\_\_\_\_\_ I decline high UM/UIM bodily injury limits, and will retain UM/UIM bodily injury coverage at the APEI standard limit of \$250,000 per accident for no additional premium

Signature of Member: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE  
TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.**

## **DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE\***

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

\$1,423                      \_\_\_\_\_ accept                      \_\_\_\_\_ decline

**SIGN HERE**

\*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

#### **A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

#### **B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January1, 2015 – December 31, 2015 federal share: 85%

January1, 2016 – December 31, 2016 federal share: 84%

January1, 2017 – December 31, 2017 federal share: 83%

January1, 2018 – December 31, 2018 federal share: 82%

January1, 2019 – December 31, 2019 federal share: 81%

January1, 2020 – December 31, 2020 federal share: 80%

#### **C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

#### **D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

#### **E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Insured Name: City of Valdez and Valdez City Schools      Date: June 1, 2017

Account Number: 1-60939

Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005, 2007 and again in 2015, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% (AND BEGINNING ON JANUARY 1, 2016, SHALL THEN DECREASE BY 1 PERCENTAGE POINT PER CALENDAR YEAR UNTIL EQUAL TO 80 PERCENT) OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY CALENDAR YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE:** UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF **JULY 1, 2017**, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

\_\_\_\_\_ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of **\$7,500.** This premium does not include applicable taxes or surcharges.

\_\_\_\_\_ I hereby decline this offer of coverage for terrorist acts covered by the act.

**SIGN HERE**

---

Policyholder/Applicant Signature

---

Print Name

---

Date

Date: July 1, 2017

Policy Reference Number: TBA Policy Period From July 1, 2017 To July 1, 2018

On your instruction, coverage has been negotiated with the Alaska Public Entity Insurance (APEI), which is an assessable self-insurance fund or risk retention pool for Alaska municipalities and school districts rather than an insurance company.

As a professional insurance broker it has been our established policy to make every effort to place coverages only with insurance companies having, at the time of placing a risk, a Best's rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of A.M. Best Financial Size Category VII in Policyholders' Surplus.

As APEI is not an insurance company, is not rated by AM Best's, and is not evaluated by Hale & Associates, we will be unable to proceed without your authorization.

**Please note that Hale & Associates does not guarantee the financial position and solvency of any insurer, self-funded pool or risk retention pool utilized. Please also note that participants in the APEI risk retention pool are subject to assessment for pool liabilities.**

A statement of APEI's latest financial position can be made available to you if you wish to examine it.

If you wish us to proceed to place this coverage with the APEI, please so indicate by signing the authorization below and returning one copy of your authorization for our records.

A new authorization will be required for each new placement and for each renewal.

Best regards,

David R. Hale  
President

---

**AUTHORIZATION – TO BE RECEIVED FROM CITY**

To: Hale & Associates, Inc.

Policy Reference Number: TBA

Policy Period From July 1, 2017 to July 1, 2018

I refer to the above request and approve the use of APEI and hereby authorize you to complete the placement of my coverages with this assessable risk retention pool.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company CITY OF VALDEZ

Date \_\_\_\_\_

**SIGN HERE**

Acknowledgement Statement

This proposal is not to be construed as an exact or complete analysis of the policies, or as legal evidence of insurance. The provisions of the actual policies in current use by the insurance company(ies) being quoted or proposed will prevail.

We have attempted to identify for your consideration the coverages available, subject to the terms and conditions of the applicable policy in accordance with your instructions. Please review this proposal and its attachments carefully, and if our understanding meets with your approval, please sign and return a copy of this acknowledging your approval.

Very truly yours,

David R. Hale  
President  
Hale & Associates

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and approved on:

Date: \_\_\_\_\_

**SIGN HERE**

**Estimated non-Personel 911 Costs**

	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>
Console Update - Annual Funding for 2030				
Replacement	42,275	42,275	42,275	42,275
Servers and Dispatch Consoles	16,300	16,300	16,300	16,300
CAD servers / Spillman	5,300	5,300	5,300	5,300
Tritech 911	<u>32,162</u>	<u>32,162</u>	<u>32,162</u>	<u>32,162</u>
<b>SUBTOTAL STATUS-QUO TECH COSTS</b>	<b>96,037</b>	<b>96,037</b>	<b>96,037</b>	<b>96,037</b>
FCC Phase I Compliance	<u>40,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
<b>TOTAL TECH AND PHASE I</b>	<b>136,037</b>	<b>116,037</b>	<b>116,037</b>	<b>116,037</b>



CITY OF VALDEZ, ALASKA

ORDINANCE NO. 17- 05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA AMENDING CHAPTER 3.20 OF THE VALDEZ MUNICIPAL  
CODE TITLED ENHANCED 911 SERVICES

WHEREAS, Alaska Statutes Section 29.35.131 through 29.35.137 allows for a municipality to impose an enhanced 911 surcharge within the 911 service area in an amount not to exceed \$2 per month for each wireless telephone number and \$2 per month for each local exchange access line for wireline telephones; and

WHEREAS, this amendment establishes by ordinance the amount of the surcharge, and establishes a surcharge for wireless telephone service to a customer with an address within the city; and

WHEREAS, a municipality may only use the enhanced 911 surcharge revenue for those costs which are directly attributable to the establishment, maintenance, and operation of an enhanced 911 system as follows:

(a) the acquisition, implementation, and maintenance of public safety answering point equipment and 911 service features;

(b) the acquisition, installation, and maintenance of other equipment, identification controllers and displays, automatic location identification controllers and recorders, instant playback recorders, telephone devices for the deaf, public safety answering point backup power systems, consoles, automatic call distributors, and hardware and software interfaces for computer-aided dispatch systems;

(c) the salaries and associated expenses for 911 call takers for that portion of time spent taking and transferring 911 calls;

(d) training costs for public safety answering point call takers in the proper methods and techniques used in taking and transferring 911 calls;

(e) expenses required to develop and maintain all information necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the 911 call-taking and transferring function, including automatic location identification and automatic number identification databases and;

WHEREAS, The City of Valdez has not revised its 911 surcharge for wireline telephone service since 2005, and

WHEREAS, The City has never imposed a 911 surcharge for wireless telephone service, and

WHEREAS, City Administration acknowledges the ongoing costs to provide existing 911 services, related staffing and training, future service enhancements, maintenance of existing infrastructure, and eventual replacement of infrastructure; and

WHEREAS, City Administration proposes full utilization of the 911 surcharge as the most equitable means of allocating current and future system costs among all users and stakeholders; and

WHEREAS, City Administration proposes establishing a dedicated reserve account to isolate and track all 911 surcharge receipts and expenditures over time.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments are made to Title 9 of the Valdez Municipal Code:

Section 1: Title 9 of the Valdez Municipal Code is hereby amended to read as follows:

### **Chapter 3.20**

### **ENHANCED 911 SERVICES**

Sections:

- 3.20.010 Establishment, service area.
- 3.20.020 Definitions.
- 3.20.030 Acquisition of equipment and services.
- 3.20.040 Customer surcharge.
- 3.20.050 ~~Surcharge receipts segregated and held in trust for the city.~~ Remittance.
- 3.20.060 Surcharge return and remittance.
- 3.20.070 Amended surcharge returns and refunds of excess surcharge paid.
- 3.20.080 Charge-offs and collections.
- 3.20.090 Credit for administrative costs.
- 3.20.100 Role of enhanced 911 system in emergency services.
- 3.20.110 Annual review.
- 3.20.120 Penalties.
- 3.20.130 Interest.
- 3.20.140 Inspection of records.
- 3.20.150 Remedies for a telephone company aggrieved.

#### **3.20.010 Establishment, service area.**

A. Pursuant to AS 29.35.131 through 29.35.137, any wireline or wireless telephone company providing service within the city shall, together with the police department, fire

department and other emergency service providers using the system, cooperate in the establishment of an enhanced 911 emergency reporting system to serve the entire city.

B. The city hereby designates the entire city as the enhanced 911 service area for the city under AS 29.35.137(2). (Ord. 04-01 § 1 (part))

### **3.20.020 Definitions.**

A. For the purposes of this chapter, any word or term not interpreted or defined by this section shall be used with a meaning of common or standard utilization.

B. The following words and phrases shall have the meanings respectively ascribed to them by this section:

“Amounts collected” means amounts billed, less amounts written off, plus net recoveries of amounts previously written off. Based on collection experience, this may be initially calculated on an estimated basis with periodic adjustment to reflect actual experience.

“Customer” means each separately billed account, including internal accounts of telephone companies. Each wireless telephone number constitutes a separate customer for the purposes of the surcharge.

“Enhanced 911 equipment” means any equipment dedicated to the operation of, or use in, the establishment, operation or maintenance of an enhanced 911 system, including customer premises’ equipment, automatic number identification or automatic location identification controllers and display units, printers, cathode ray tubes, recorders, software and other essential communication equipment.

“Enhanced 911 system” or “system” means a telephone system consisting of network, database and enhanced 911 equipment that uses the single three-digit number “911” for reporting a police, fire, medical or other emergency situation, and which enables the users of a public telephone system to reach a public safety answering point to report emergencies by dialing 911. An enhanced 911 system includes the personnel required to acquire, install, operate and maintain the system and its facilities and to dispatch the calls generated by the system.

“Local exchange access line” means a telephone line that connects a local exchange service customer to the wireline telephone company switching office and has the capability of reaching local public safety agencies, but does not include a line used by a carrier to provide interexchange services. Local exchange access line, as used in Valdez Municipal Code Chapter 3.20, means each line which is assessed a subscriber line charge (SLC) or a universal access surcharge (UAS), and shall also include any wireline telephone company official line. However, local exchange access lines shall not include public pay phones, interoffice trunks, toll trunks, direct inward dialing trunks or cellular or wireless telephones.

“Local exchange service” means the transmission of two-way interactive switched voice communications furnished by a local exchange telephone company within the city, including access to enhanced 911 systems.

“Local exchange telephone company” or “wireline telephone company” means any telephone utility certified to provide local exchange service or wireline telephone service in the city by the Regulatory Commission of Alaska.

“911 service area” and “enhanced 911 service area” mean the area within the city that has been designated to receive an enhanced 911 system. An area designated to receive an enhanced 911 system is not a service area under Article X, Section 5 of the state constitution or Charter Section 9.01.

“Public safety answering point” means a twenty-four-hour local communications facility that receives 911 service calls and directly dispatches emergency response services or that relays calls to the appropriate public or private safety agency.

“Surcharge” means an enhanced 911 system surcharge imposed by this chapter on wireline and wireless telephones for support of the enhanced 911 system.

“Surcharge return” means the monthly report submitted to the finance director as required by section 3.20.060.

“Telephone company” means a local exchange telephone company, wireline telephone company or wireless telephone company as defined in this section.

“To bill” or “bill” means to add the surcharge to the customer’s account at the time an invoice or similar document is generated for delivery to the customer, or to add the surcharge to the purchase of replenishments of prepaid wireless services.

“Wireless telephone company” means any telephone company that provides wireless telephone service through cellular, satellite, broadband, radio based telephone or data transport service, and bills or sells wireless telephone service to a customer with an address within the city.

“Wireless telephone” means any telephone that is not a wireline telephone that is capable of communication with another device by use of radio waves or satellite signal, which includes cellular, mobile, radio-based, and broadband telephones. Each wireless telephone number is considered a separate wireless telephone for purposes of the surcharge.

“Wireline telephone” means any telephone that uses a local exchange access line. (Ord. 04-01 § 1 (part))

### **3.20.030 Acquisition of equipment and services.**

A. The city may purchase, lease or contract for any enhanced 911 equipment or services required to establish, maintain, or upgrade an enhanced 911 system at public safety answering points from a wireline telephone company, wireless telephone company, or other qualified vendor of an enhanced 911 system. (Ord. 04-01 § 1 (part))

B. If the enhanced 911 system is to be provided for an area that is included in more than one telephone company service area, the city may enter into such agreements as are necessary to establish and operate the system.

### **3.20.040 Customer surcharge.**

A. A surcharge of \$2.00 per month per local access line and for each wireless telephone number that is billed or sold to a customer with an address within the city shall be collected to fund the enhanced 911 system.

1. A wireline telephone or wireless telephone customer shall not be subject to more than one surcharge per local access line or wireless telephone number.

2. A customer with more than 100 local exchange access lines from a wireline telephone company in the city is liable for the surcharge only on 100 local exchange access lines.

B. The telephone companies shall bill and collect the surcharge from its wireline and wireless telephone customers who are subject to the surcharge. The surcharge shall be stated as a separate line item on the billing statement or similar document.

C. A wireless or wireline telephone customer is liable for payment of the surcharge in the amounts billed by the telephone company until the amounts have been paid to the telephone company.

~~A.— A surcharge to be established by a formal resolution of the city council shall not exceed the amount per month per local access line as established in AS 29.35.131(a) and shall be collected only to fund the enhanced 911 system. The city council shall annually review this surcharge to determine whether the level of surcharge is adequate, excessive or insufficient to meet the anticipated enhanced 911 system needs. A wireline telephone customer may not be subject to more than one 911 surcharge per local exchange access line. A customer that has more than one hundred wireline access lines from a wireline telephone company in the city is liable for the 911 surcharge only on one hundred wireline access lines.~~

~~B.— The telephone company shall bill and collect the 911 surcharge from its wireline customers. The 911 surcharge billed shall be accounted for separately from other charges.~~

~~C.— The telephone company shall remit that portion of the surcharge receipts allocable to the city no later than sixty days after the end of the month in which the amount was collected. From each remittance made in a timely manner, the telephone company is entitled to deduct the greater of one percent of the amount collected or a total of one hundred fifty dollars per month as the cost of administration for collecting the 911 surcharge. The telephone company shall annually furnish a complete list of amounts due for nonpayment of surcharges, together with the names and addresses of those customers who carry a balance of what can be determined by the company to be for nonpayment of the surcharge.~~

~~D. The city may, by its own expense, require an annual audit of a telephone company's books and records concerning collection and remittance of the surcharge.~~

~~E. A wireline customer is liable for payment of the enhanced 911 surcharge in the amounts billed by the telephone company until the amounts have been paid to the telephone company. (Ord. 04-01 § 1 (part))~~

### **3.20.050 Surcharge receipts segregated and held in trust for the city.**

- A. Surcharges collected pursuant to this chapter belong to the city at the time collected by the telephone company.
- B. The telephone company has a fiduciary duty to the city for these surcharges.
- C. The surcharges shall be segregated from the telephone company's funds, at least by book account, for the exclusive benefit of the city until remitted to the city.
- D. A telephone company shall remit collected surcharge receipts to the city within 60 days from the end of the month in which collected.

### **3.20.0650 Surcharge return and remittance.**

- A. A telephone company shall submit to the finance director a return, upon forms provided by the finance department, and submit payment for the surcharges due the city.
  - 1. A surcharge return shall be filed every month, even if there are no surcharges due for the month being reported.
  - 2. Each monthly surcharge return is due on or before the last day of the second month following the month in which the surcharges were billed.
  - 3. Surcharge returns and surcharges to be remitted under this chapter must be received by the finance director within the time prescribed by this section.
- B. The return shall be signed upon oath executed by the agent of the telephone company preparing the return and must include:
  - 1. The name and address of the telephone company;
  - 2. The name and title of the person preparing the return;
  - 3. The month being reported for which the surcharges were billed;
  - 4. The amount of gross surcharges billed for the month;
  - 5. The amount of deduction claimed for surcharges previously billed and remitted to the finance director, but charged off as uncollectible during the month being reported or estimated charge-offs;
  - 6. The prorated recoveries, representing the month's collection of surcharges previously written off as uncollectible;

7. The amount of deduction claimed for the telephone company's administrative costs to collect the surcharges provided the surcharge return is timely filed and surcharges are timely remitted;
  8. The net amount of remittance due to the finance director; and
  9. Other information and supporting documentation which may be required by the city.
- C. The finance director shall provide the chief of police and fire chief with copies of returns filed by the telephone company.
- D. The chief fiscal officer may prepare and file an involuntary surcharge return on behalf of the telephone company, if a telephone company fails to:
1. File a surcharge return under this section; or
  2. When the chief fiscal officer finds a surcharge return filed by a telephone company is not supported by the telephone company's records.
  3. Surcharges due, as reflected on a return filed on behalf of a telephone company under this subsection, may be premised upon any information available to the chief fiscal officer.
  4. In the event an involuntary return is filed for a telephone company under this subsection, the telephone company shall be liable for the surcharges stated on the return, plus all penalties and interest provided for in this chapter.
- E. A payment submitted to the finance director for amounts due under this chapter shall be credited to the surcharge return period for which remitted, in the following order:
1. Payment of costs;
  2. Penalties;
  3. Interest; and
  4. Surcharges.

~~A. On or before sixty days following the end of the month in which the surcharge was billed, the telephone company shall submit to the finance director a return, upon forms provided by the finance director, and submit payment for the surcharge due the city.~~

~~B. The return shall be signed by the agent of the telephone company and include:~~

- ~~1. The name and address of the telephone company;~~
- ~~2. The name and title of the person preparing the return;~~
- ~~3. The month being reported for which the surcharges were billed;~~
- ~~4. The amount of gross surcharges billed for the month of the return;~~

- ~~5. The deduction claimed for the surcharges previously billed and remitted to the finance director, but charged off as uncollectible during the month being reported;~~
- ~~6. The prorated recoveries representing the month's collection of surcharges previously written off as uncollectible;~~
- ~~7. The amount of deduction claimed for the telephone company's administrative costs to collect the surcharges, which may be the greater of one percent of the collected amount or one hundred fifty dollars;~~
- ~~8. The net amount of remittance due to the city; and~~
- ~~9. Other information and supporting documentation that may be required by the city.~~  
(Ord. 04-01 § 1 (part))

**3.20.070 Amended surcharge returns and refunds of excess surcharge paid.**

- A. Any surcharge return filed under section 3.20.060 A. may be amended by the telephone company.
- B. If surcharges remitted exceed the amount due, the finance director shall, upon written request of the telephone company, refund the excess to the telephone company, without interest, and reduced by the excess portion of the credit for administrative costs claimed on the original surcharge return.
- C. Any claim for a refund filed more than one year after the due date of the surcharge return is forever barred.

**3.20.080 Charge-offs and collections.**

- A. Any amounts recovered after being charged off by the telephone company as uncollectible shall, after deduction of external collection costs, shall be prorated between the telephone company and the surcharge based upon their respective percentages of the customer account balance which was charged off.
- B. Each telephone company shall annually furnish a complete list of those customers with surcharges charged off as uncollectible during the calendar year. The list shall include the customer name, address and amount charged-off as uncollectible surcharges. The list shall be submitted to the finance director as a required component of the December surcharge return.

**3.20.090 Credit for administrative costs.**

- A. Provided a surcharge return is timely filed and the related amount due is timely remitted pursuant to section 3.20.060, a telephone company may deduct and retain, as the cost of administration for collecting the surcharge, the greater of:
1. \$150.00, or
  2. One percent of the surcharge due to the municipality for the month being reported.



- B. The amount of credit claimed for a month shall not exceed the net reported amount of surcharge, charge-offs, and recoveries for the month.

### **3.20.100**      **Role of enhanced 911 system in emergency services.**

The establishment, operation and response to calls utilizing the system is a part of the city's coordinated effort to provide emergency aid to its residents and visitors. As such, the processing and response to a 911 call is considered by the city to be an integral part of providing emergency care or counseling as those terms are used in AS 9.65.090.

### **3.20.110**      Annual review.

The chief of police and fire chief ~~city council~~ shall annually, in conjunction with the city manager and in connection with preparation of the municipal budget, review the revenues generated from the surcharge and the expenses incurred for operation, maintenance, and upgrade of the enhanced 911 system to determine whether the level of surcharge is adequate, excessive or insufficient to meet the enhanced 911 system needs. (Ord. 04-01 § 1 (part))

### **3.20.120**      **Penalties.**

- A. A telephone company failing to file a surcharge return within seven calendar days following its due date shall automatically incur a civil penalty equal to ten percent of the surcharge amount due to the city. A telephone company failing to remit the full amount of surcharges due within seven calendar days following the due date shall automatically incur an additional civil penalty equal to ten percent of the surcharges due to the city but remaining unpaid.
- B. A telephone company failing to bill the surcharge levied by this chapter shall become liable for the amount of the surcharge that should have been billed to the customer.

### **3.20.130**      **Interest.**

In addition to any penalties imposed, interest at the rate of 12 percent per annum shall accrue and be due on the unremitted balance of surcharges after the date on which their remittance was due.

### **3.20.140**      **Inspection of records.**

- A. The city may, at its own expense, require an audit of a local exchange telephone company's or wireless telephone company's books and records concerning the collection and remittance of the surcharge.
- B. No telephone company shall deny the chief fiscal officer, subsequent to identification during normal business hours, access to the telephone company's

records documenting the billing, collecting, prorating, reporting, and remitting of the surcharge for purposes of inspection under this chapter.

### **3.20.150 Remedies for a telephone company aggrieved.**

- A. A telephone company aggrieved by any determination of the finance department under this chapter may apply to the finance department and request a hearing before the finance director on the department's action or determination within 30 days from the date the department mails notice of the department's action or determination.
1. An application for a hearing must notify the finance department of the specific determination complained of and the amount of surcharge, interest, cost or penalty contested, and the reason for such contest.
  2. The uncontested portion of any surcharge due under this chapter shall be paid when due regardless of any application for a hearing. Payment of the total amount due may be made at any time before the hearing. Payment in full does not affect the right to a hearing.
- B. Upon timely application for a hearing under this section, the finance director, as the hearing officer, shall hold a hearing and render a decision or determination to determine whether a correction or reversal of the department's determination is warranted.
1. If a telephone company requesting a hearing fails to appear at the hearing, the hearing officer shall issue a decision without taking evidence from that company, unless the company shows reasonable cause for failure to appear within seven days after the date scheduled for the hearing.
- C. Within 30 days after receipt of a written final decision by the finance director, a telephone company aggrieved by the decision may appeal the decision to the Superior Court of the Third Judicial District.
1. The company aggrieved shall be given access to the finance department's file in the matter for preparation of such appeal.
  2. Surcharges, costs, penalties, and interest declared to be due in the decision of the finance director must be paid within 30 days after the date of the decision or a supersedeas bond guaranteeing payment must be filed with the court in accordance with Alaska Court Rules of Appellate Procedures.
- D. Hearings before the finance director under this chapter may, at the option of the finance director, be conducted by an administrative hearing officer designated by the finance director.
1. If the finance director refers such a matter to an administrative hearing officer, the administrative hearing officer shall conduct the hearing and prepare findings and conclusions.

2. These findings and conclusions shall be forwarded to the finance director for adoption, rejection or modification and issuance of a final order or decision by the finance director.

Section 2. This ordinance takes effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony S. Guerriero, City Attorney  
Brena, Bell, & Clarkson, P.C.

First Reading:  
Second Reading:  
Adoption:  
Yeas:  
Nays:  
Absent:  
Abstain:

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 17-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AMENDING TITLE 9, CHAPTER 9.04 AND CHAPTER 9.08 OF THE VALDEZ MUNICIPAL CODE REGARDING PUBLIC PEACE AND WELFARE

WHEREAS, a fine schedule must be established in Title 9 for the purpose of compliance with the implementation of the Uniform Minor Offense Table (UMOT) and establish a mandatory court appearance for Section 9.12.040 Vagrancy.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments are made to Title 9 of the Valdez Municipal Code:

Section 1: Section 9.04.020, of the Valdez Municipal Code is hereby created to read as follows:

**Chapter 9.04**

**GENERAL PROVISIONS**

Sections:

9.04.010 Definitions—Conformance with state law.

9.04.020 Illegal acts generally.

**9.04.020 Fine Schedule**

**9.04.010 Definitions—Conformance with state law.**

Except as otherwise provided, the Alaska Statutes relating to the provisions of this title shall apply and are hereby incorporated by reference as though fully set forth herein.

**9.04.020 Illegal acts generally.**

A. No person shall do any of the following:

1. Solicit a person for the purpose of committing any illegal act;
2. Engage in any illegal occupation or business;

3. Attend or frequent any place in which an illegal business is permitted or conducted.

B. Voluntary intoxication is not a defense to a prosecution for an offense. Evidence of voluntary intoxication is admissible solely on the issue of whether or not the defendant actually formed a required specific intent

#### **9.04.030 Fine Schedule**

The penalty for violations of Title 9 shall be as reflected in the fine schedule set forth in this section. Court appearance is optional upon citation for a violation of those sections of Title 9 that appear in the fine schedule set out in section 1.08.030 and as reflected in the fine schedule set forth in this section.

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
9.08.020	False alarms prohibited	Mandatory	\$500.00 Max
9.08.020	False reports prohibited	Mandatory	\$500.00 Max
9.08.030(A)	Resisting arrest	Mandatory	\$500.00 Max
9.08.030(B)	Impersonating a police officer	Mandatory	\$500.00 Max
9.08.040	Escape from jail	Mandatory	\$500.00 Max
9.08.050	Misuse of the 911 or Emergency Call System	Mandatory	\$500.00 Max
9.12.010	Disorderly Conduct - first offense	Optional	\$50.00
9.12.010	Disorderly Conduct - second offense	Optional	\$100.00
9.12.010	Disorderly Conduct - third offense	Optional	\$200.00
9.12.010	Disorderly Conduct - fourth and subsequent	Optional	\$400.00
9.12.020	Vagrancy prohibited	Mandatory	\$500.00 Max
9.12.030	Loitering on school grounds - first offense	Optional	\$50.00
9.12.030	Loitering on school grounds - second offense B98	Optional	\$100.00
9.12.030	Loitering on school grounds - third offense	Optional	\$200.00
9.12.030	Loitering on school grounds - fourth and subsequent	Optional	\$400.00
9.12.050	Gambling prohibited	Mandatory	\$1000.00 Max
9.12.070 (A and B)	Use of fireworks outside of permitted times prohibited	Optional	\$100.00
9.12.070 (C and D)	Negligent use of fireworks or use while under influence prohibited	Optional	\$300.00
9.12.080	Invasive viewing prohibited	Mandatory	\$500.00 Max
9.12.090	Prostitution, lewdness, assignation, etc. prohibited	Mandatory	\$500.00 Max
9.12.100	Violating Conditions of Release	Mandatory	\$1000.00 Max
9.16.010	Issuing checks on insufficient funds prohibited	Mandatory	\$100.00 Min

9.16.020	Theft	Mandatory	\$100.00 Min
9.16.030	Concealment of merchandise	Mandatory	\$100.00 Min
9.20.010 (A - G)	Destruction of property, etc.	Mandatory	\$500.00 Max
9.20.010 (H - I)	Harvesting of trees without permit prohibited - first offense	Optional	\$50.00
9.20.010 (H - I)	Harvesting of trees without permit prohibited - second and subsequent	Optional	\$100.00
9.20.030	Criminal trespass	Mandatory	\$100.00 Min
9.24.010	Curfew for minors	Mandatory	\$500.00 Max
9.24.020	Possession, control, or consumption of alcohol by persons under twenty-one	Mandatory	\$500.00 Max
9.24.030	Possession of tobacco by persons under nineteen.	Mandatory	\$500.00 Max
9.24.040	Abuse of or endangering a child	Mandatory	\$500.00 Max
9.24.060	Sale of firearms to minors prohibited	Mandatory	\$500.00 Max
9.24.070	Sale of tobacco to children under nineteen years of age prohibited - first offense	Optional	\$300.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited - second offense	Optional	\$400.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited - third and subsequent	Optional	\$500.00
9.24.080	Drunkenness, improper conduct, etc. in presence of children under ten years of age	Mandatory	\$500.00 Max
9.28.010	Possession, use of controlled substances	Mandatory	\$100.00 Min
9.32.010	Discharge of firearms - first offense	Optional	\$100.00
9.32.010	Discharge of firearms - second offense	Optional	\$200.00
9.32.010	Discharge of firearms - third offense	Optional	\$100.00
9.32.010	Discharge of firearms - fourth and subsequent	Optional	\$500.00
9.32.020	Carrying loaded firearms	Mandatory	\$500.00 Max
9.32.030	Violation of restrictions on hunting prohibited	Mandatory	\$500.00 Max
9.38.030	Violation of restrictions on trapping prohibited	Mandatory	\$50.00 Min
9.38.040	Qualifications to trap	Mandatory	\$50.00 Min
9.38.050	Identification of traps required	Mandatory	\$50.00 Min
9.38.060	Registration of trap lines	Mandatory	\$50.00 Min
9.38.070	Unsafe traps prohibited	Mandatory	\$50.00 Min

Section 2: Section 9.12.020, of the Valdez Municipal Code is hereby amended to read as follows:

### **9.12.020 Vagrancy.**

It is unlawful for any person to occupy, lodge or sleep in any vacant or unoccupied barn, garage, shed, shop, washroom, or other building or structure other than such as is kept for lodging purposes, or on any lot, beach, sidewalk or other real property, or in any automobile, truck, bus, or other vehicle, without owning the same or without permission of the owner or person entitled to the possession thereof. Upon citation under this section court appearance is mandatory.

Section 3. Section 9.12.100, of the Valdez Municipal Code is hereby added to read as follows:

#### **9.12.100 Violating conditions of release.**

- A. No person shall violate conditions of release imposed by a judicial officer.
- B. AS 11.56.757 is hereby incorporated as if set forth fully herein.
- C. Violation of condition of release is punishable by a fine of up to \$1,000. Upon citation under this section court appearance is mandatory.

Section 4. This ordinance shall take effect immediately upon passage and approval by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony S. Guerriero, City Attorney  
Brena, Bell, & Clarkson, P.C.

First Reading:  
Second Reading:  
Adoption:  
Yeas:  
Nays:  
Absent:  
Abstain:



CITY OF VALDEZ, ALASKA

ORDINANCE NO. 17-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AMENDING TITLE 1, CHAPTER 1.08 OF THE VALDEZ MUNICIPAL CODE BY AMENDING SECTION 1.08.010 TITLED GENERAL PENALTY – CONTINUING VIOLATIONS

WHEREAS, Senate Bill 91 was adopted by the Alaska legislature thereby reducing the class of crimes for certain offenses, changing certain offenses from crimes to minor offenses, and placing the prosecutorial burden with municipalities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments are made to Chapter 1.08 of the Valdez Municipal Code:

Section 1: Chapter 1.08 of the Valdez Municipal Code is hereby amended to read as follows:

**GENERAL PENALTY**

**Sections:**

**1.08.010 General penalty—Continuing violations.**

A. Unless another penalty is expressly provided by law every person convicted of violating any provision of this code shall be punished by a fine of not more than five hundred dollars.

B. Except where otherwise provided, every day any violation of this code or any other ordinance of the city or such rule, regulation or order shall continue shall constitute a separate offense. (Prior code § 1-7)

**1.08.020 Surcharge**

In addition to any penalty prescribed by law, a defendant convicted of violating a municipal ordinance shall pay the surcharge required under AS 12.55.039 and 29.25.074. All such surcharges collected shall be remitted to the State of Alaska as required by AS 29.25.074.

**1.08.030 Minor Offense Fine Schedule**

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below to the court within 30 days of the date of the citation, plus the state surcharge required by AS 12.55.039 and AS 29.25.074. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rules. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. These fines may not be judicially reduced.

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
9.12.010	Disorderly Conduct - first offense	Optional	\$50.00
9.12.010	Disorderly Conduct - second offense	Optional	\$100.00
9.12.010	Disorderly Conduct - third offense	Optional	\$200.00
9.12.010	Disorderly Conduct - fourth and subsequent	Optional	\$400.00
9.12.030	Loitering on school grounds - first offense	Optional	\$50.00
9.12.030	Loitering on school grounds - second offense	Optional	\$100.00
9.12.030	Loitering on school grounds - third offense	Optional	\$200.00
9.12.030	Loitering on school grounds - fourth and subsequent	Optional	\$400.00
9.12.070 (A and B)	Use of fireworks outside of permitted times prohibited	Optional	\$100.00
9.12.070 (C and D)	Negligent use of fireworks or use while under influence prohibited	Optional	\$300.00
9.20.010 (H - I)	Harvesting of trees without permit prohibited - first offense	Optional	\$50.00
9.20.010 (H - I)	Harvesting of trees without permit prohibited - second and subsequent	Optional	\$100.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited - first offense	Optional	\$300.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited - second offense	Optional	\$400.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited - third and subsequent	Optional	\$500.00
9.32.010	Discharge of firearms - first offense	Optional	\$100.00
9.32.010	Discharge of firearms - second offense	Optional	\$200.00
9.32.010	Discharge of firearms - third offense	Optional	\$100.00
9.32.010	Discharge of firearms - fourth and subsequent	Optional	\$500.00

Section 2: This ordinance shall take effect immediately following final approval and adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony S. Guerriero, City Attorney  
Brena, Bell, & Clarkson, P.C.

CITY OF VALDEZ, ALASKA

RESOLUTION #17-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, COMMENDING MR. STEVE WALLER FOR 30 YEARS OF EXEMPLARY SERVICE TO THE CITY AND TO THE CITIZENS OF VALDEZ ON THE OCCASION OF HIS MAY 2017 RETIREMENT AS THE CITY'S HARBOR MAINTENANCE MANAGER

WHEREAS, Steve Waller started his employment with the City of Valdez, working at the Valdez Small Boat Harbor in February of 1987; and

WHEREAS, Steve Waller, following a debilitating motorcycle accident early in his career with the city, persevered in continuing and excelling at his physically challenging work and service with the Valdez Small Boat Harbor; and

WHEREAS, Steve Waller, has always been exemplary, to his last weeks of employment in his willingness to get his hands dirty accomplishing, not only the more technically demanding but also some of the tougher and less pleasant but never-the-less critical waste disposal system maintenance tasks; and

WHEREAS, Over his 30 year career the amount, complexity, and sophistication of city owned equipment, used and mechanically maintained under Steve Waller's direction at the small Boat Harbor has increased; and

WHEREAS, Steve Waller, through his pleasant and largely unflappable demeanor and interactions with innumerable harbor customers and three decades of Harbor staff coworkers has become a trusted waterfront institution; and

WHEREAS, Steve Waller, has personified diligent public service for harbor users and especially winter live-aboard Harbor tenants with tireless and often near-heroic all-hours dock and walkway snow removal efforts under frequently treacherous conditions in the snowiest and often windiest town and Harbor in the United States; and

WHEREAS, Steve Waller, in response to changes in staffing and supervision stepped up to fill staffing needs and serve the City of Valdez in various capacities at times including periods of service as both the Assistant and as the lead Harbor Master; and

WHEREAS, Steve Waller, in addition to his 30 years of service as a city employee, has been actively involved with motorcycle safety advocacy and the ABATE (Alaskan Bikers Advocating Training and Education) organization.

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

On the Occasion of his retirement as the City of Valdez, Small Boat Harbor Maintenance Manager, Mr. Steve Waller is hereby recognized and commended for his 30 years of exemplary service to the City and citizens of Valdez.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20<sup>th</sup> day of June, 2017.

CITY OF VALDEZ, ALASKA

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Ruth E. Knight, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

CITY OF VALDEZ, ALASKA

RESOLUTION #17-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING THE EXISTING "POCKET PLAZA" LOCATED AT THE CORNER OF SOUTH MEALS DRIVE AND NORTH HARBOR DRIVE IN HONOR OF MRS. TILLIE WONDER

WHEREAS, in 1988, Mrs. Tillie Wonder was hired by the City of Valdez as one of its initial Beautification Contractors, and continued on in those duties as lead community flower gardener until 2015, when she reluctantly retired due to personal/unforeseen issues; and

WHEREAS, her countless contributions include: designing various City information signs such as Glacier View Park, numerous Trail Heads, Old Town information signs, Snow Equipment Summer Displays, as well as the first World Extreme Ski Logo and the Valdez Parks & Recreation Department Logo used today; and

WHEREAS, she continued to promote the beauty of Valdez as a published author, capturing her love of Valdez through the pages of "Gardening in the Alaska Rain Forest."

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

The pocket plaza located at the corner of South Meals Drive and North Harbor Drive be forever known as the "Tille Wonder Pocket Plaza" in honor of Mrs. Wonder's twenty-seven (27) plus years of selfless dedication to the beautification of Valdez.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20<sup>th</sup> day of June, 2017

CITY OF VALDEZ, ALASKA

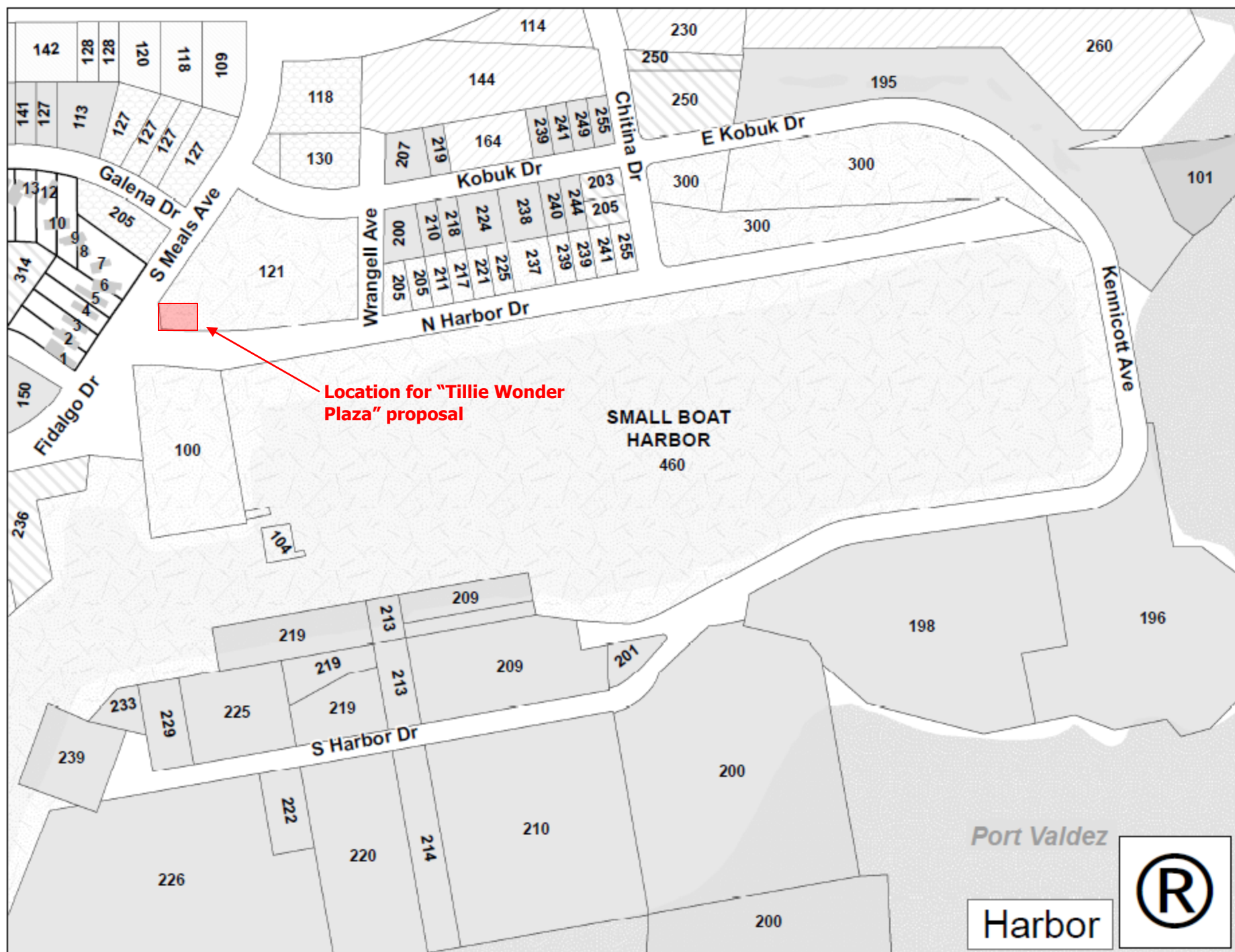
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Ruth E. Knight, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk





# Valdez Parks and Recreation Commission



## Park and Facilities Naming Guidelines

## **PARK NAMING GUIDELINES**

- ***Criteria for Naming Parks and Facilities.***

One or more of the following criteria must be met to name a new or rename a current park or facility:

- a. Unique park or facility features, such as topography, geographic location or its purpose.
- b. Name of the area within which it is located, such as the neighborhood or subdivision or the major street name(s) surrounding the site, connecting school site(s), or other public connecting site.
- c. An individual or group of individuals who have made significant contributions towards improving the quality of life of Valdez Residents and furthering the City's mission to provide opportunities for the enjoyment of residents and visitors, particularly those opportunities that people cannot supply for themselves.
- d. Significant historical figure or individual event.
- e. Donations of land or sufficient funds to improve land or facilities within the City wherein the donor's name or that of a third party is used.

- ***Special Conditions.***

The following special conditions shall prevail in the naming or renaming of parks and facilities:

- a. No new park or facility shall be named unless a quorum (4) of the Commissioners cast a majority vote in favor of the naming of the park or facility.
- b. No park or facility shall be renamed unless all Commissioners (unanimous) cast a vote in favor of the renaming of the park or facility.
- c. A park and facility shall not be named or renamed unless the Commission has held at least one public hearing to solicit input from the community on the proposed name.
- d. The park or facility shall not be named or renamed by reason of a donation to the City unless:
  - the donation is not required by the City or by reason of an ordinance of City of Valdez.

- ***Special Conditions (continued)***

- the donation is land for the park or facility site or the cash, services, or personal property donated equals the value of building, expanding, or renovating the park or facility for which the name is proposed.
- e. The park or facility shall not be named or renamed after an individual who meets Criteria "d" as defined above unless he or she has been retired from service or deceased for a minimum period of five (5) years or, at the discretion of the Commission.
- f. The Commission shall reserve the right to conduct public contests for the naming of new parks and facilities, if such contests are held in accordance with these policies.
- g. No park shall be named to memorialize a living person.
  - A park facility within a park may be named to memorialize a living person whose contribution or significant gift to the City of Valdez is of a ***most extraordinary nature***.
  - The proposed name to be used is with the full consent of the person to be honored if living, or his/her immediate family if deceased whenever possible.

- ***Procedures:***

- a. Applications shall be submitted to the Parks and Recreation Director.
- b. The Director shall review applications and those meeting the Naming Guidelines forwarded to the Commission.
- c. When an existing name of a park/natural area and/or facility has been determined to be inappropriate or ineffectual, the Parks and Recreation Director, in accordance with this policy, may recommend a new name and submit it to the Commission for approval.
- d. Applications approved by the Commission shall be forwarded to the City Council for approval.

City of Valdez  
Parks, Recreation and Cultural Services  
PO Box 307  
Valdez, AK 99686



11 April 2017

City of Valdez  
Attn: City Council  
PO Box 307  
Valdez, AK 99686

Subject: APPROVE NAMING OF EXISTING (UNNAMED) "POCKET PLAZA" LOCATED AT THE CORNER OF  
SOUTH MEALS DRIVE AND NORTH HARBOR DRIVE IN HONOR OF MRS. TILLIE WONDER

Dear Mayor Knight,

The Parks & Recreation Commission held a public hearing on Tuesday, 13 December 2016 to seek public input on naming the subject Plaza after Mrs. Tillie Wonder – a long time contributor to the City's ongoing beautification efforts. Receiving no negative input, the Commission made a motion to draft a letter of recommendation to the Valdez City Council, supporting this endeavor.

Based on Mrs. Wonder's twenty-seven (27) plus years of tireless dedication to the City of Valdez, the Parks & Recreation Commission would like to provide the Council with its strongest recommendation to approve this naming request.

Please let us know if there are any further actions required of the Commission to facilitate this request. I can be reached at: [mattsmelcer111@hotmail.com](mailto:mattsmelcer111@hotmail.com) or (907) 830-4330.

Sincerely,

Matt Smelcer  
Valdez Parks & Recreation Commission Chair

CC: D. P. Verfaillie, Director of Parks, Recreation & Cultural Services





## Park and Facilities Naming Application

Individual/Group making the request:

Name: PROCS DEPARTMENT  
Address: 314 CLIFTON DR  
Phone number: 835-7531  
Relationship to honoree: STAKEHOLDER

Honor requested for

Name: TILLIE WONDER  
If retired, when? SUMMER 2015  
If deceased, when? \_\_\_\_\_

Please attach a detailed description of the individual's significant contributions.

Does the honoree or the honoree's representative approve of this request? Yes ☒ No ☐

Honoree or honoree's representatives signature of approval: Judy Ward

Park or Facility for which the request is being made

Current name: N/A  
Location: CORNER OF S. MEALS DR AND N. HARBOR DR

Review

Director's recommendation: MRS. WONDER IS HIGHLY DESERVING OF THIS SMALL TOKEN OF THE COMMUNITY'S APPRECIATION AND HAS MY HIGHEST RECOMMENDATION.

Public Hearing Date: 13 DEC 16

Parks and Recreation Commission Action

Approved: ☒ Denied: \_\_\_\_\_ Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

City Council Action

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date: \_\_\_\_\_



CITY OF VALDEZ, ALASKA

RESOLUTION #17-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, COMMENDING RUSTY HANSEN FOR HER 30 YEARS OF EXEMPLARY SERVICE TO THE CITY AND CITIZENS OF VALDEZ ON THE OCCAISION OF HER RETIREMENT AS THE CITY OF VALDEZ BUILDING INSPECTOR

WHEREAS, Rusty Hansen started her employment with the City of Valdez on May 10, 1988, as a Gravel Project Coordinator Temp; and

WHEREAS, Rusty Hansen moved to be an Engineering Intern for the City of Valdez through the Job Training Partnership Act sub-grant on May 27, 1988; and

WHEREAS, Rusty Hansen was hired as an Engineering Planning Technician as a permanent employee for the City of Valdez on March 1, 1990; and

WHEREAS, Rusty Hansen transferred her employment with the City of Valdez on March 1, 1994 to be a Water/Sewer Technician after she had received the appropriate certifications; and

WHEREAS, Rusty Hansen began working as the Acting Building Inspector in November 11, 2001 while she continued to perform lab and utility duties for the City of Valdez; and

WHEREAS, Rusty Hansen was reassigned as the full time Building Inspector for the City of Valdez on September 11, 2003; and

WHEREAS, Rusty Hansen has been an integral part of development as the City Building Inspector within Valdez over the last 14 years; and

WHEREAS, Rusty Hansen has 30 years of service as a City employee,

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

On the occasion of her June 2017 retirement as the City of Valdez Building Inspector, Ms. Hansen is hereby commended for her exemplary service to the city and citizens of Valdez over a period of 30 years.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20<sup>th</sup> day of June, 2017.

CITY OF VALDEZ, ALASKA

---

Ruth E. Knight, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
**Project No.: 310-6450**  
**Contract No. 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**



**City of Valdez**  
**Contract Amendment #8**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and ARCADIS, INC. (“Contractor”), regarding the following AGREEMENT dated the 5<sup>th</sup> day of August 2014:

**Project: Project Management Services for the New Small Boat Harbor**

**Project No: 310-6450**

**Contract No.: 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

Contractor’s project manager under this agreement is Ron Rozak, PE.

City’s project manager is Laura Langdon.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: to provide project management and construction administration close out services for Phase I through February 28, 2017.

**ARTICLE 2. Scope of Work - Period of Performance**

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

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$340,548.00

Amount Changed by previously authorized Amendment: \$1,303,648.15

AGREEMENT Amount prior to this Amendment: \$1, 644,196.15

Amount of this Amendment: \$17,958.91

New total AGREEMENT amount including this Amendment: \$1,662,155.06



**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**ARTICLE 4. Extent of Agreement:**

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

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

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

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

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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.

**ARCADIS, INC.**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Elke Doom, City Manager

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Dean Day, P.E., Capital Facilities Director

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

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**Appendix A  
Scope of Work**

**BASIC SERVICES**

The scope of this Contract has been amended over time. This Amendment is for additional services related to project management and construction administration including project coordination and close out, as available funds permit, prior to execution of any other Agreement Amendment or other Agreement that the parties may hereafter agree to execute.

June 8, 2017

Laura Langdon  
City of Valdez  
212 Chenega Avenue  
Valdez, AK 99686

**RE: Valdez New Boat Harbor Project –Contract #1176, Amendment #8  
Phase 1 Closeout Services**

Dear Ms. Langdon:

This letter is to respectfully request a contract amendment in the amount of \$17,958.91 to cover the balance of Valdez New Boat Harbor Phase 1 closeout services that were required and performed by the Arcadis management team in February 2017.

These services included negotiations with Harris S&G to resolve a grubbing and excavation issue, clarification of as-built quantities to ensure accuracy of reconciliation for final payment, processing an extra interim progress pay application from Harris S&G, and a field trip to demobilize our field office which was not anticipated in Phase 1.

We have appreciated working with the City of Valdez to support this critical harbor infrastructure project and look forward to working more with you over the next two years.

Please call Ron Rozak at 907.382.2933 if you have any questions.

Sincerely,



Kent W. Crandall  
Alaska Operations Manager

March 31, 2017

Elke Doom, City Manager  
City of Valdez  
212 Chenega Avenue  
Valdez, AK 99686

**RE: Valdez New Boat Harbor Project –Contract #1176, Amendment #6 Proposal  
Additional Phase 1 Closeout Services**

Dear Ms. Doom:

Thank you for taking time to meet with our team on March 23<sup>rd</sup>; we appreciate the opportunity to meet with you and Jason Miles to discuss the Valdez New Boat Harbor (VNBH) project. As follow-up to our meeting, the intent of this letter is to provide clarity to our most recent Contract Amendment #5 and respectfully request a contract amendment to cover the VNBH Phase 1 project management services provided in 2017.

It is our understanding there is some confusion about whether or not the \$25,909 estimate for Phase 1 project closeout services (from our January 11 proposal) was included in Contract Amendment #5 to our contract. Below is clarification on these two separate and independent documents.

1. **January 11 Proposal:** At the City's request, on January 11, Arcadis provided a proposal that included adjustments to Amendment 4 (2016 services) to cover the actual total cost of services provided through December 2016, accounted for funds remaining in our contract from Amendment 3, and proposed a \$25,909 cost estimate for a minimum, part-time level of service to close out the Phase 1 HS&G contract in 2017.
2. **Contract Amendment #5:** On February 15, the City issued Contract Amendment #5 in the amount of \$115,319.15, "....for all services rendered through December 25, 2016", stating "Unanticipated expenses were incurred by Arcadis based primarily on the following tasks.", and listed 5 bullets describing additional services provided by Arcadis in 2016. It is important to note that none of aforementioned 5 bulleted tasks included 2017 Phase 1 close-out services.

**Contract Amendment #5 Did Not Include 2017 Project Closeout Services**

If you review Contract Amendment #5, it is very clear the amount of \$115,319.15, was "....for all services rendered through December 25, 2016". Additionally, this was confirmed in Jason Miles' February 6 email to Arcadis regarding Contract Amendment 5, where he notes:

"For tomorrow night's Commission meeting, I have requested an additional \$115,319.15 to cover all Arcadis invoices submitted in 2016, a total of \$732,010.15. This is the difference between the total of 2016 invoices and Amendment #4 for 2016 services for \$616,691."

That same day, Arcadis received the below email from Sheri Pierce, Interim City Manager:

"The action item on the agenda for 2/7 will close out payment to Arcadis for services provided in 2016. We need to prepare a professional services agreement with Arcadis for 2017 which will facilitate payment of invoices for closeout of Phase I completed in 2017. In the letter from Mr. Salazar dated January 11, this amount was \$25,909, which includes all contract closeout activity through February 28, 2017. As Jason has requested, no additional fees are authorized for closeout of Phase I. We will prepare a PSA for 2017 services to facilitate payment.

Sheri L. Pierce, MMC  
City Clerk, City of Valdez  
907-834-3408"

Amendment 6 for the agreed upon amount of \$25,909 for 2017 VNBH Phase 1 Project Closeout Services has not yet been issued.

It is our belief that the confusion stems from the following activities:

- **December 2016:** The City requested Arcadis perform VNBH Phase 1 Project Closeout Services. Arcadis began providing those services in good faith recognizing an amendment would be forthcoming.
- **Jan 11, 2017:** Arcadis provided a proposal to cover additional services provided through December 2016, made adjustments for remaining funds from Amendment 3, plus included a cost proposal for minimal, part-time project closeout services.
- **Feb 3, 2017:** Arcadis notified the City that additional funds for project closeout would be needed due to deficiencies and inconsistencies with the Harris documents that required additional review to accurately reconcile the documents with the project records. It was not possible to successfully closeout the VNBH 1 project by the February 10<sup>th</sup> deadline imposed by the City with part-time, minimal effort, while adequately protecting the City from potential claims and undue risk.
- **Feb 6, 2017:** In above emails, the City notified Arcadis additional funds would not be authorized for project closeout services; that Contract Amendment #5 would pay for Arcadis' 2016 services; and a separate amendment would be issued for 2017 Project Closeout Services.
- **Feb 15, 2017:** Contract Amendment #5 was executed. This contract amendment did not make any adjustments to account for the remaining funds from Amendment 3 (2015 services) that were in our total contract authorization. This carryover of funds provided some remaining contract funds in 2017, which were used to pay some of Arcadis' Phase 1 project closeout activities (invoice billed on Feb 2).

#### **Amendment 6 Proposal**

Arcadis performed the services necessary to effectively closeout the VNBH Phase 1 project for benefit of the City and we respectfully request your consideration of an amendment to pay for the work performed. Because there were some funds remaining in our total contract authorization at the beginning of 2017 to pay for January's work effort, the Amendment 6 amount can be reduced from \$25,909 to \$17,958.91 to cover the balance of the Phase 1 closeout services that were required and spent in February 2017. Amendment 6 also needs to extend the performance period through February 10, 2017 to align with the end of Phase 1 Project Closeout Services.

We have appreciated working with the City of Valdez to support the successful planning, management and delivery of Phase 1 of this critical harbor infrastructure project. Please call me at 907.244.3689 if you have any questions.

Sincerely,



Kent W. Crandall  
Alaska Operations Manager

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**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 “time and expenses” and shall not exceed \$17,958.91 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**Appendix C  
General Conditions**

**I. Definitions:**

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

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

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

Consultant's Project Manager: 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.

Funding Agency(s): 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.

Prime Compensation: 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.

Subconsultant: 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.



**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

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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 or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

**III. Indemnification**

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 employ 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:**

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
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V. Payments:

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

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 n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to 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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
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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 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 or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the 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

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

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nonconformance to 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 of the termination would have to be absorbed by the Consultant without further compensation.

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

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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
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**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.

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 which subcontract amount exceed \$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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the 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,

**Agreement for Professional Services**

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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 which 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 which the Consultant may 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 fraudulent as to the claim unless, with 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.

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
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**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

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 which 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 their payment by any Subconsultant or any other persons in the performance of this Agreement.

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.

**Agreement for Professional Services**

**Project: Project Management Services for the New Small Boat Harbor**

**Project No.: 310-6450**

**Contract No. 1176**

**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

**Appendix D**  
**Standard Labor Rates for the Consultant**

See attached labor rate schedule from Arcadis, Inc.





**CHANGE ORDER**  
**CITY OF VALDEZ**

**TO: Harris Sand and Gravel, Inc.**  
**PO Box 6**  
**Valdez, AK 99686**

**DATE ISSUED:** May 31, 2017  
**CHANGE ORDER NO.** 1  
**COST CODE NO.** 350-0310-55000.1417  
**PROJECT NO.** 15-350-1417  
**CONTRACT NO.** 1256

**PROJECT: Clark Street Drainage and Street Repair**

**Distribute to:**  
Engineering \_\_\_\_\_  
Owner \_\_\_\_\_ X  
Contractor \_\_\_\_\_ X  
Other \_\_\_\_\_

**You are directed to make the changes in this CONTRACT as follows:** Over excavate the base bid section of Clark Street two more feet and fill with Type II. Calculate quantities with a neat line survey and a price of \$26.60/ton of Type II fill and backfill.

**Justification:** Upon excavation, muddy unsuitable soils were found 4 feet below the surface. It is the recommendation of the engineer to excavate two more feet of material below what is already designed to assure the stability of the new roadway. The total amount of this change order reflects the rough estimate of quantities in the area of the base bid including a neat line survey.

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

The original CONTRACT sum was .....	\$	317,554.00
Change by previously authorized Change Order(s) .....	\$	0.00
The CONTRACT sum prior to this Change Order was .....	\$	317,554.00
The CONTRACT sum will be <i>increased</i> by this Change Order .....	\$	36,000.00
New CONTRACT sum including this Change Order will be .....	\$	353,554.00

**CONTRACT** time will not increased or decreased. The date of Substantial Completion as of the date of this Change Order therefore is August 18, 2017.

**HARRIS SAND AND GRAVEL, INC.**

By: [Signature]  
Date: 5/31/17

**CORPORATE SEAL**

Attest: [Signature]  
Corporate Secretary

**AUTHORIZED BY:**  
**CITY OF VALDEZ**

By: [Signature]  
City Manager  
Date: 6/1/17

**RECOMMENDED**

By: [Signature]  
Director of Capital Facilities  
Date: 6/1/17

## HUMAN RESOURCES REPORT TO CITY COUNCIL 6/12/17

### Departing:

Jennifer Patton – Project Manager I	Capital Facilities	Resignation effective 5/9/17
Christopher Sims – Police Officer	Police Department	Resignation effective 6/7/17
Steve Waller – Harbor Maint. Mgr.	Ports & Harbor	Retirement effective 4/25/27
Rusty Hansen – Building Inspector	Community Development	Retirement effective 6/30/17
Jason Miles – Director	Capital Facilities	Resigned effective 5/15/17
Lisa VonBargen – Director	Community Development	Resignation (tba) July 2017

### Welcoming:

Martha Barberio – Director	Economic Development	First day 5/15/17
Laurie Brown – Admin. Asst.	Building Maintenance	First day 4/24/17
Kate Huber – Admin. Asst.	Community Development	First day 6/1/17
Heather Husband – Admin Asst.	Information Technology	First day 5/30/17
Lydia Chadwick – PST I (dispatch)	Police Department	First day 6/1/17
Ryan Korte – Building Inspector	Community Development	First day 5/22 temp, 7/3 perm
Ryan Lindemann – Sec./Maint. Tech.	Ports and Harbor	First day 6/5/17
Dean Day – Interim Director	Capital Facilities	First day 5/22/17

### Transfer/Promotion:

Jodi Fowler – Office Manager	Small Boat Harbor	First day 3/20/17
AJ Keeton - Harbor Maint. Tech II	Small Boat Harbor	First day 6/5/17
AnnMarie Lain – Director	Community Development	First day (tba) July 2017

### Advertised positions soon to interview:

GIS Manager	Information Technology	Open until filled
Senior Planner/GIS Tech	Community Development	Open until filled
Police Officer	Police Department	Interviewed 5/30/17
Financial Analyst	Finance	Open until filled, App. Rev. 6/14
Marine Equipment Operator	Small Boat Harbor	Open until filled, App. Rev. 6/20
Project Manager	Capital Facilities	Interviewing 6/21/17
Director	Capital Facilities	Open until filled

### Notes:

- Lisa VonBargen, Community Development Director, has accepted the position as Wrangell Borough Manager starting July 17, 2017. She has notified the City Manager that she is resigning to accept the position but has not yet submitted an official last day with the City of Valdez.
- AnnMarie Lain has accepted the position of Community Development Director for the City. Her start date is contingent upon Ms. VonBargen's last day with the City.
- Ryan Korte has been selected as the Building Inspector for the City and is hired as a temporary employee to train with Rusty Hansen until her retirement date. He will become a regular employee on July 7, 2017.

Fax  
(907) 563-1368

Telephone  
(907) 562-2424

# *Appraisal Company of Alaska LLC*

3940 ARCTIC BOULEVARD, SUITE 103  
ANCHORAGE, ALASKA 99503  
mrenfro@appraisalalaska.com

June 9, 2017

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

Attention: Mr. Brian Carlson  
Finance Director

## **CERTIFICATION**

### **Final \* 2017 Real Property Tax Roll**

I, Michael C. Renfro, Contract Assessor for the City of Valdez, do hereby certify the following assessed values for Tax Year 2017:

#### **Local Assessed:**

Land	\$206,200,750
Improvements	<u>\$2,226,125,524</u>
TOTAL:	\$2,432,326,274
LESS Exemption	<u>-\$241,162,943</u>

**TOTAL ASSESSED FOR 2017:** **\$2,191,163,331**

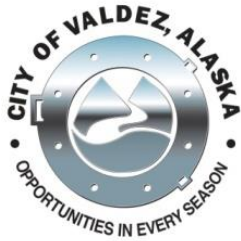
\*includes 2017 supplemental roll

Sincerely,

**APPRAISAL COMPANY OF ALASKA**



Michael C. Renfro  
Contract Assessor, City of Valdez



## Council Report

Elke Doom

June 13, 2017

Alaska Appraisal and Consulting Group have completed the appraisal of the Aleutian Village Mobile Home Park and adjoining acreage the city had considered obtaining from the Department of Transportation.

A Phase 1 Environmental Report was provided to the appraisal company that states no environmental issues or concerns were disclosed, observed or detected.

Aleutian Village Mobile Home Park consists of 27.67 acres. The adjoining 7.098 acres was included in the appraisal bringing the total to 34.768 acres.

Total property valued is 34.768 acres. The property was valued in an as-is value based on (Hypothetical) Vacant land only- as land was Vacant and Unimproved.

The date of value estimate is dated March 11, 2017, **34.768** acres for **\$555,000** or **\$15,963** per acre.



# Director's Report

## Ports & Harbor

**CITY OF VALDEZ**

Winter/Spring 2017

Authored by: Jeremy Talbott, Ports & Harbors Director

# DIRECTOR'S REPORT

## PORTS & HARBOR

### HUMAN RESOURCES

#### DEPARTING:

- Steve Waller, Harbor Maintenance Technician II
  - Retiring after 30 Years of service to the City of Valdez
- Stephan Benda, Port Security & Maintenance Technician

#### WELCOMING:

- Jake Meadows, Port Maintenance Manager
- Jodie Fowler, Harbor Office Manager
- Ryan Lindemann

#### PROMOTING:

- Jeremy Talbott, Ports & Harbor Director
- Sarah VonBargen, Harbormaster
- AJ Keeton, Harbor Maintenance Tech. II

#### OPENINGS

- Harbor Marine Equipment Operator
- Seasonal Harbor/ Port, Maintenance and Office Technicians-Open until filled



Figure 1: Steve Waller, Silver Surfer

## TRAINING:

- Jeremy Talbott
  - Certified Intermediate Marina Manager, Seattle WA.
  - Pacific Coast Congress of Harbormaster & Port Administrators, San Francisco CA.
- Sarah VonBargen
  - The Ultimate Supervisor, Anchorage
  - Facilities Management, Anchorage
  - 24 HAZWOPPER Operations Certification
  - ICS 100
- Andrew Keeton
  - Facility Electric Safety & Repair, Dallas TX.
  - Marine Travel Lift Re-Certification
  - University of Alaska South East- Marine Utilities: Electrical Systems, Online
  - University of Alaska South East- Facility Safety, Online
- Jenessa Ables
  - Certified Maritime Port Executive, Houston TX.
- Jake Meadows
  - Marine Travel Lift Certification
  - Airport Equipment Operator Safety
  - National Electrical Code Awareness
- Ryan Lindemann
  - Marine Travel Lift Certification
  - Aerial Boom Lift Operator Certification
  - Airport Equipment Operator Safety
  - Personnel with Security Duties
- Facility Security Training, (In-House)
  - VCT Security Training “Custodians of Freight”
    - Eric Reich (Sampson)
    - Curt Wilson (Wilson Brothers)
  - Q1 Security Drill, Cruise Ship Security
    - Jenessa Ables, FSO
    - Jeremy Talbott
    - Jake Meadows
    - Stephen Mitura
    - Andrew Keeton
    - Jacob Heeren
  - Q2 Security Drill, Cruise Ship Security & Annual 2017 Exercise
    - Jenessa Ables
    - Jeremy Talbott
    - Jake Meadows
    - Steve Mitura
    - Jacob Heeren
    - AJ Keeton
    - Ryan Lindemann



## CITY EMPLOYEE SURVEY

- The Ports & Harbor department scored high as a department; we have a few things we can work on (Communications) and our employees report being generally very happy. We sat down to enjoy lunch together and discuss some of the areas we scored low on and came away with several ideas we can work towards in the future.

## CUSTOMER FEEDBACK

Originator	Type	Comment/s	Staff Response
<b>Harbor Customer</b>	Concerns / Requests	Harbor office and shower are difficult to access and floors are slippery for limited mobility customers. Customer requests a token machine, wooden shower mats, grab rails, and an additional step be added to restrooms.	<ul style="list-style-type: none"> <li>Concrete step and grab bars installed two weeks post.</li> <li>Wooden Shower Mats installed.</li> <li>Considering a token Machine to be placed on the 2018 budget list.</li> </ul>
<b>Airport Lease Tenant</b>	Compliment	Appreciative of how easy staff has been to work with at the airport.	
<b>Container Dock Shipping Customer</b>	Compliment	Out of all the facilities we operate out of in Alaska, Valdez has the nicest lay down yard.	
<b>Commercial Vessel Operator</b>	Concerns / Requests	The parking lines have faded along North Harbor Drive, requests new paint striping.	Added to the Spring Preparation list, will proceed weather permitting.
<b>Vessel Captain</b>	Safety Concern / Unsafe condition	The Ramp at the VCT Barge Landing is too low and has the potential to "Kick Out" from the landing during container off loading.	Agreed with the Vessel Captain and added to the Future 10 Year Capital Improvements Projects List

## WHATS HAPPENING AT THE AIRPORT!

### AIRPORT -OPERATIONS

- Port Operations Manager Jenessa Ables has been working with the City Clerk, finance department and Attorney to update and complete a new tenant lease agreement that includes state mandated concession fees.
- Staff worked with Arts Design to update the Airport sign that was destroyed during the heavy wind events in February.
- Staff has been collaborating with Imagination Library representative Yosselyn Gheen and Mollie Good to bring the "Read on the Fly" program to the Valdez Airport. This program





will align with our goal to make the Airport more “User Friendly”.

- A new Automated External Heart Defibrillator was purchased and installed across from the RAVN counter.

## MAINTENANCE STAFF

- Completed cleaning and painting the airport tower interior.
- Cleaning and assisting with event set up and tear down.
- Replacing lighting electrical ballasts and bulbs.
- Staging equipment and materials for the May Fly-in
- Replaced & installing new Airport sign.
- Repaired/replaced a damaged structural beam that had been struck by a vehicle.
- Port Maintenance staff received “*Airport Safety for Equipment Operators*” training from Airport Manager Steve Searles. This training and testing are required to operate machinery around Alaska’s airports, and is provided at no charge by the State of Alaska Department of Transportation.
- New mechanical doors were installed at the front entrance and both service doors to the airfield side.
- Several windows that were broken and leaking have been replaced and repaired.



## BUSINESS DEVELOPMENT

- Administrative staff has been meeting with multiple parties interested in potential available lease space on the Whitney side of the Airport and long term planning is on the horizon.
- Additionally the space located next to H2O Guides was also shown as a potential retail space.
- Staff has remained accommodating with existing lease customers, by exploring opportunities for additional space needs.
- Seed Media has requested additional advertising space in the Airport waiting areas.
- Looking into updating “Directory” options, as we bring more ad space opportunities, we would like to ensure existing tenants feel equally represented.

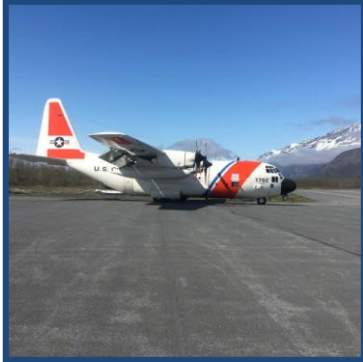
## AIRPORT EVENTS

### 2017 Valdez Fly-In & Air Show May 12th, 13th, & 14th 2017



- Over 3,000 people attended the event this year.

- Over 17,000 people tuned in and watched the event live streamed over the internet with people checking in all over the planet.
- 76 total vendor booths were registered and paid to attend the three day event.



- 58 family members from USCG Station Kodiak were brought over to attend the event and spent additional time exploring the area.
- The World Record STOL record was broken by Frank Knapp in his "Lil Cub" with a recorded 10' 5" combined total.
- Lydia Jacobs from Old Town, Maine sold her car to have enough fuel money to get her Cessna 150 to Alaska and participate in the event. She will be working in Alaska over the summer and looks to become an Alaskan Bush pilot full-time and participate annually in the event.

## AIRPORT PROJECTS

- The construction for the Airport ADA Restroom Remodel Project was postponed until the fall of 2017 to prevent construction during the Fly-in and to allow for a more competitive bidding process.
- Wi-Fi & streaming news monitors will be installed this summer

## WHATS HAPPENING AT THE VALDEZ CONTAINER TERMINAL



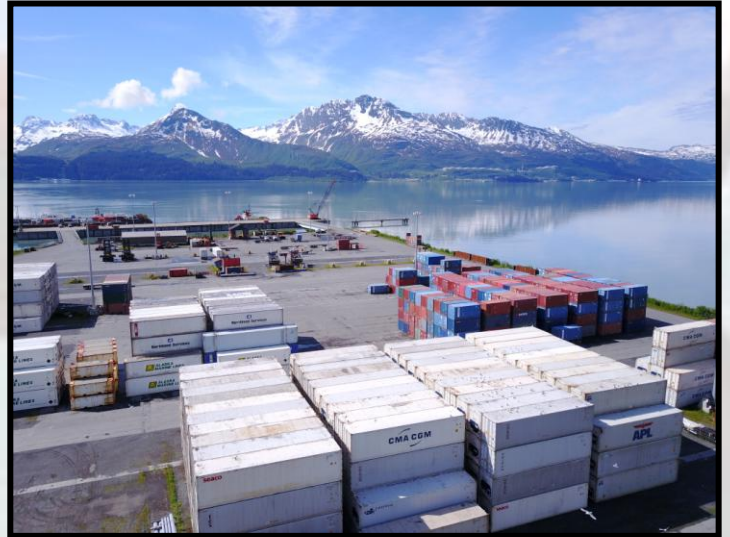


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## ADMINISTRATIVE STAFF

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- Port Operations Manager Jenessa Ables been working with the United States Coast Guard and Marine Exchange of Alaska to make some required changes to the Ports Facility Security Plan.
- Additionally Jenessa has been coordinating with multiple customers and stakeholders during the USCG Container Inspection program, and the process has been continually improving.
- Staff has worked to improve the process of tracking containers for the purpose of billing.
- Port Director Jeremy Talbott received a tour of the Cordova Provider and met with the Vessel Captain to discuss barge operations and safety concerns at the barge landing.
- A new Automated External Heart Defibrillator was purchased and installed at the North Star building.
- Port Director Jeremy Talbott and Operation Manager Jenessa Ables are coordinating efforts to expand additional lay down areas and future site improvements. The 2017 Commercial Salmon Season is shaping up to be one for the record books and we have requests for more space than ever before. There is an additional 800 containers on the way to Valdez for staging as of 6.13.17



## MAINTENANCE STAFF

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- Replaced and cleaned up a failed fuel tank for the emergency backup generator system.
- Facilitated the set up and teardown for the 2017 Spring Ammo move.
- Cleaned out RE-Staite Building and provided additional requested space for the Surface Deployment & Distribution Command staff during the Spring Ammo move.

- Installed new USCG required facility signage.
- Has teamed up with North Star Services to start clearing and cleaning the East end of the lay down yard to make room for additional containers.

## BUSINESS DEVELOPMENT

- Port Director Jeremy Talbott and Port Operations Manager Jenessa Ables met with Curt Wilson and Mike Hamm of Alaska Marine Lines to discuss ways to increase freight volumes, improve safety operations, and streamline freight logistics in and out of the Valdez Container Terminal.
- Jeremy Talbott and Jenessa Ables also met and toured the Valdez Waterfront facilities with Tote Maritime Alaska Representative Dale Westerlin to develop Emergency Contingency Plans for TOTE Maritimes operations in South Central Alaska.

## PROJECTS AND EVENTS

- The Spring Ammo move was a success over 180 containers were moved in and out of the Port in 4 days and brought revenues in just shy of \$50,000 dollars.
  - Facility Security Officer/Port Operations Manager Jenessa Ables should be commended for her efforts to ensure a very successful operation.
  - Coast Guard Station Valdez XO Jason Smiley stated they were very pleased how well this particular move went, this was by far the best operation to date in Valdez.
  - Officers Esther Porter & Nicholas Johnston stated “This is the most prepared they have ever seen our team in regards to safety & Security.
- The Port Director has been working with the Capital facilities team to award the design services contact for the 2015 Underwater Inspection Repairs Project, construction repairs are slated to begin in 2018. Capital facilities are in negotiations with Moffat & Nichol for the design services and project permitting. Construction should begin early in the spring of 2018.
- After the severe winter wind storms the Security gate sustained major damage and is being held together with prayers and bubble gum. The replacement project was moved up a year and the gate should be replaced late in the fall of 2017.



*Port & Harbor Maintenance Teams members Andrew Keeton, Jake Meadows, and Ryan Lindemann went through almost heroic measures during the brunt of the storm to replace the main bearings and get the gate back in operations saving several days worth of overtime and emergency 24 hour security shifting. They performed the repair in just under 6 hours through sustained 50-70mph winds and low temperatures hovering in the low teens. A JOB WELL DONE!*



# WHATS HAPPENING AT THE VALDEZ SMALL BOAT HARBOR



## OPERATIONS STAFF

- Harbormaster Sarah Von Barga met with Elaine Nefzger and has been finalizing the Small Boat Harbor Storm Water Prevention Plan and should be submitted to the State by the end of June.
- The Travel Lift has been extremely busy splashing boats for the annual SERVS Oil Spill Response training and commercial seine season.
- Several new commercial vessels have jumped onto the waitlist and are looking forward to the opening of the New Boat Harbor.
- Parks & Recreation installed 3 Lending Library boxes in strategic locations in the harbor uplands. They will be managed by the Valdez City Library and compliment the harbor very nicely.
- Andrew Keeton developed training curriculum and materials to formalize the process our employees will go through to get trained and checked off to operate the City's 75 ton Travel lift.
- The maintenance pads and lay down yard continue to operate at maximum occupancy.



- Polar Sea Foods out of Seward Alaska is coordinating with Harbormaster Sarah VonBargen to use the fish pump and haul their fish overland by semi-trucks similar to the 2015 seine season.

## MAINTENANCE STAFF

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- Remodeled the Harbormaster's Office.
- Completed the annual Pedestal Crane Inspections and related repairs.
- Completed the annual Marine Travelift Inspection, certification, and maintenance.
- Launched the floating fish cleaning stations and restored water service to the Harbor after a cold winter.
- Repairs are still being made to the J-Float electrical system after the fire this winter in the float electrical boxes.
- The Fish Pump has been placed in service and is ready for the season.
- Replaced multiple sections of damaged / tripping hazard areas along areas of the boardwalks.



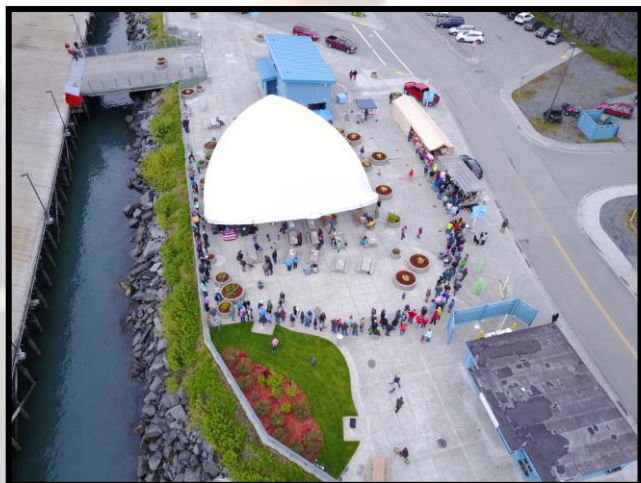


# WHATS HAPPENING AT THE JOHN THOMAS KELSEY MUNICIPAL DOCK



## OPERATIONS STAFF

- Staff is exhausted after getting the facilities ready for the 2017 summer season in just over two weeks between the VCT Ammo move and the successful cruise ship visit for the vessel Europa. The 650' vessel was secured to the Kelsey dock by North Star Stevedore Services just after 8am on Monday, May the 22<sup>nd</sup>. Passengers and Crew enjoyed their visit to Valdez and the company has placed Valdez as a "Company Port of Call" and will alternate visits every other year as they pass through on their Asia to Alaska Cruises.
- Bookings for summer events have been filling up fast. City of Valdez Events Coordinator Doug Desorsie has been keeping staff busy, and should be commended for the successful events this spring.



- City Manager Elke Doom has asked Administrative staff to expedite the relocation of the “Pipeline Workers Statue” from its location across the bay at the Alyeska Terminal. The statue is to be relocated for public access in the bus turn around at the Kelsey Dock.



## MAINTENANCE STAFF

- Spent over 140 hours repairing and resurfacing the decorative fish off the plaza restrooms, the remaining 5 fish will be back up in the next couple weeks. Original cost for this artwork was \$14,000 in 2010 and they had almost completely rusted through in some places.
- The “Potato Chip” with the help of the Capital Facilities Team is ready for the season. We will be looking to replace the structure at the end of the season 2017 events season, it has come to the end of its life expectancy.





## BUSINESS DEVELOPMENT

---

- Jeremy Talbott and Jenessa Ables met with Andrew Mew from Cruise Ship Service of Alaska and discussed the visit of the vessel Europa and how the City and Port of Valdez could become more marketable to Cruise Lines operating in Alaska. Staff came away with several ideas and will be working to target the specific cruise lines discussed.
- Staff has been coordinating cruise activities with several key stake holders and will be meeting monthly in preparation for the arrival of Viking Cruise Lines in 2019.
- The Valdez Convention and Visitors Bureau provided a new Cruise Ship welcoming sign on the Kelsey Dock; vessel names can be changed to match the anticipated vessel. THANK YOU VCVB!



## KELSEY DOCK EVENTS

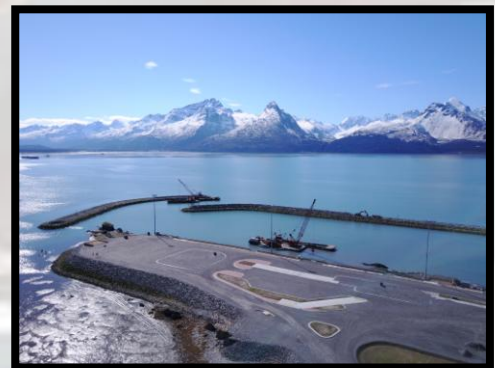
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- |  |   |
|--|---|
| • May 20 <sup>th</sup>                     | Community Clean Up Picnic.                      |
| • May 27 <sup>th</sup> & 28 <sup>th</sup>  | Military Appreciation Weekend.                  |
| • June 2 <sup>nd</sup> & 3 <sup>rd</sup>   | Relay for Life                                  |
| • June 24 <sup>th</sup>                    | Rock Climbing Festival (Levitration 49 Sponsor) |
| • July 4 <sup>th</sup>                     | 4 <sup>th</sup> of July Picnic                  |
| • July 14 <sup>th</sup> – 16 <sup>th</sup> | Midway Carnival                                 |
| • July 15 <sup>th</sup>                    | Pink Salmon Festival                            |
| • August 19 <sup>th</sup>                  | Richardson Highway Rendezvous                   |

## WHATS GOING ON WITH THE NEW VALDEZ BOAT HARBOR PROJECT



- [Western Marine Construction](#) hit the ground running in April and has been bringing the breakwaters up to their final height of plus 25'. Western is ahead of schedule and should complete the [Alaska Army Corps. Of Engineers](#) portion of the project by July 1<sup>st</sup> 2017.
- [Pacific Pile & Marine](#) was awarded the phase II contract from the City of Valdez and should be onsite working in the New Harbor uplands in June of 17'. The floats and piles should arrive and begin to be installed early in the spring of 2018.
- Construction Management will be provided by Phase I Construction Manager Ron Rozak of [Arcadis](#). Design and inspection services will continue to be provided by [R & M Consultants](#) of Anchorage.



**Jeremy M. Talbott MPE**  
**Valdez Ports & Harbor Director**



**City of Valdez  
Contract Amendment # 1**

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

R&M Consultants, Inc. (“Contractor”), regarding the following AGREEMENT dated the November 6, 2015:

**Project: Valdez Small Harbor Dredging**

**Project No: 15-310-6442**

**Contract No.: 1240**

**Cost Code: 310-6442-58000**

Contractor’s project manager under this agreement is Steven E. Lewis, P.E.

City’s project manager is Dean Day.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Provide engineering support during construction in 2017 as outlined in Appendix A.

**ARTICLE 2. Scope of Work - Period of Performance**

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

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$99,445.00

Amount Changed by previously authorized Amendment: \$0.00

AGREEMENT Amount prior to this Amendment: \$99,445.00

Amount of this Amendment: \$29,506.00 as set forth in Appendix B.

New total AGREEMENT amount including this Amendment: \$128,951.00

**ARTICLE 4. Extent of Agreement:**

**Agreement for Professional Services**  
**Project: Small Boat Harbor Dredging**  
**Project No.: 15-310-6442**  
**Contract No. 1240**  
**Cost Code: 310-6442-58000**

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

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

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

**Agreement for Professional Services**  
**Project: Small Boat Harbor Dredging**  
**Project No.: 15-310-6442**  
**Contract No. 1240**  
**Cost Code: 310-6442-58000**

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.

**R&M CONSULTANTS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal ID: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA**  
**APPROVED:**

\_\_\_\_\_  
Elke Doom, City Manager

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Dean Day, P.E., Capital Facilities Director

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

**Agreement for Professional Services**  
**Project: Small Boat Harbor Dredging**  
**Project No.: 15-310-6442**  
**Contract No. 1240**  
**Cost Code: 310-6442-58000**

## **Appendix A**

### **Scope of Work**

#### **BASIC SERVICES**

Provide engineering support during construction in 2017 which includes issuing conformed contract documents, design team management and coordination, pre-construction coordination meeting in Valdez, telephonic construction coordination meetings, submittal reviews, RFI review and response, change order pricing review and response, site visits / inspections, record document preparation, project close-out / document certificate of completion, as-built survey submittal to Corps for permit compliance.

The scope of work is more specifically described in the letter from Contractor to City dated February 24, 2017.

## **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 not exceed \$29,506.00 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

**Agreement for Professional Services**  
**Project: Small Boat Harbor Dredging**  
**Project No.: 15-310-6442**  
**Contract No. 1240**  
**Cost Code: 310-6442-58000**

## **Appendix C**

### **General Conditions**

#### **I.           Definitions:**

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

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

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

Consultant's Project Manager: 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.

Funding Agency(s): 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.

Prime Compensation: 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.

Subconsultant: 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.



**Agreement for Professional Services**  
**Project: Small Boat Harbor Dredging**  
**Project No.: 15-310-6442**  
**Contract No. 1240**  
**Cost Code: 310-6442-58000**

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 or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

### III. Indemnification

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 employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.



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V. Payments:

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

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 n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to 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.

**Agreement for Professional Services**  
**Project: Small Boat Harbor Dredging**  
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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 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 or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the 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 to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

**Agreement for Professional Services**  
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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 of the termination would have to be absorbed by the Consultant without further compensation.

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

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.

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**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.

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 which subcontract amount exceed \$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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the 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 for Professional Services**  
**Project: Small Boat Harbor Dredging**  
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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 which 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 which the Consultant may 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 fraudulent as to the claim unless, with 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.

**Agreement for Professional Services**  
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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 which 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 their payment by any Subconsultant or any other persons in the performance of this Agreement.

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.

February 24, 2017

Jason Miles  
Director Capital Facilities  
City of Valdez  
212 Chenega Ave.  
Valdez, AK 99686  
[jmiles@ci.valdez.ak.us](mailto:jmiles@ci.valdez.ak.us)



**R&M CONSULTANTS, INC.**

9101 Vanguard Drive  
Anchorage, Alaska 99507

phone: 907.522.1707

fax: 907.522.3403

**Re: Valdez Small Boat Harbor Dredging—Proposed Change Order Task 3 for Engineering Support During Construction**

This change order fee proposal has been prepared for the City of Valdez (City) to provide Engineering Support During Construction of the Valdez Small Boat Harbor – Dredging project. R&M Consultants, Inc. (R&M) will provide the engineering support service as defined below.

**Task 3: Engineering Support During Construction**

The scope of work for Engineering Support During Construction (ESDC) for the Small Boat Harbor Dredging Project is assumed to include:

- Dredging work for Schedule A Base Bid Entrance Channel to begin in 2017 and includes the dredging of the small boat harbor channel to the limits defined on the plans.
- Schedules B, C and D were not awarded and will not be included in future change orders to the selected contractor. We expect that services will continue through Final Inspection and Certificate of Completion, estimated before November 2017.

We understand that the Construction Administration for the project above will be led and directed by the City of Valdez personnel. R&M will serve as *Engineer*, as defined in the contract documents. Primary duties will include ESDC as outlined, below. In addition, we understand that the daily construction management is being performed by the City. As such, these services are not included in this fee proposal and are listed below.

***City of Valdez Support Provided During Construction:***

- Pre-Award conference between City and Contractor, if needed
- Coordinating and administrating weekly construction progress meetings including maintaining meeting minutes, agendas and teleconference call in number
- Coordinate notification to boat owners and movement of boats and floating equipment in the harbor
- Review and respond to progress payment requests
- Perform dredging inspections in accordance with specification section 20.60.3 Inspection A, if needed

***Engineer Support During Construction:***

- Issue conformed construction documents
- Design team management and coordination. Assuming 4 weeks to complete construction either before May 1, 2017 or after September 15, 2017. Duration of dredging activity is estimated to be 7-14 working days at an estimated daily production rate of 1,500 cubic yards (base bid total 13,700 cubic yards). Activities outside dredging include pre/post dredge surveying and cleanup/spot dredging.
- Pre-construction coordination meeting in Valdez
- Construction coordination meetings by teleconference (4 meetings total)

- Submittal reviews (survey plan, dredge plan, environmental plan, interim/final surveys and dredge quantity QC)
- RFI review and response (assumes up to 2 minor RFIs)
- Change Order Pricing review and response (assumes 1 CO)
- Site visits/inspections
  - Civil Engineer Inspections (2 trips)
  - Travel, meals, lodging, rental car, fuel and parking fees
- As-built review and record document preparation
- Project closeout, document Certificate of Completion
- As-built survey submittal to USACE for permit compliance

**Assumptions:**

- 1) Work will be completed in 2017. If contractor elects to perform work in early 2018, R&M's 2018 labor rates would apply.
- 2) Due to limited scope of work no RFP preparation or review will be required.
- 3) Construction Administration/Management is not included. These services, including daily on-site coordination with Contractor, conducting weekly meetings/minutes, daily observations and documentation of work being performed and compliance with permits, contractor pay application processing, and other administrative duties not specifically noted herein will be provided by City personnel.
- 4) Construction inspections will be included to verify the intent of R&M's design contract documents is being met. These include construction site visit/inspections to review of contractor dredging and disposal procedures, documentation and survey/grade control to verify compliance with the contract and the Contractor's approved plans.
- 5) Travel to/from Valdez does not include weather delays.

The estimated not-to-exceed Time and Expense fee estimate for Task 3 *Engineering Support During Construction* described herein is **\$29,506** as detailed in the attached fee estimate spreadsheet.

Sincerely,  
R&M CONSULTANTS, INC.

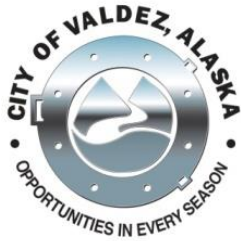


Steven E. Lewis, PE  
Project Engineer

Attachment: Fee Estimate/Work Breakdown – Task 3: Engineering Support During Construction



FIRM: R&M Consultants, Inc.				COST ESTIMATE PER TASK					
PROJECT TITLE: Valdez SBH - Dredging									
TASK NO: 3		TASK DESCRIPTION: Engineering Support During Construction					DATE: 2/23/2017		
GROUP:		METHOD OF PAYMENT:		<input type="checkbox"/> FP <input type="checkbox"/> FPPE <input checked="" type="checkbox"/> T&E <input type="checkbox"/> CPFF		PREPARED BY: Steven Lewis			
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION							
		Principal/Sr. Waterfront Engr	Project Manager/ Project Engineer	Staff Engineer	Sr. Enviro. Specialist	Enviro. Specialist	Drafting Technician	Clerical/ Admin	
1	Conformed Documents	1	2				8		
2	Pre-Construction (Valdez, 1 trip)	1	12						
3	Conference Call/Progress Meeting (2 hours each)		8						
4	Submittal Review	2	24	36	2	8			
5	Respond to RFIs/CO requests	4	32						
6	Inspection/Onsite Meeting (2 trips)		24						
7	Redlines to USACE	1	24				16		
TOTAL LABOR HOURS		9	126	36	2	8	24	0	
* LABOR RATES (\$/HR)		\$202.35	\$148.20	\$79.80	\$136.80	\$95.48	\$94.05	\$94.05	
LABOR COSTS (\$)		\$1,821.15	\$18,673.20	\$2,872.80	\$273.60	\$763.80	\$2,257.20	\$0.00	
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	<b>COMMENTS:</b> --2017 rates shown. This assumes work will be completed in 2017. Subject to increase based on labor rate increases if extended into 2018. --Full Construction Support Services not included. See scope of work. --Per diem rates based on ADOT short-term. --Does not include weather delay or standby time.				
2,6	Airfare	3	\$350.00	\$1,050.00	<b>FIRM'S LABOR:</b> \$26,662  <b>FIRM'S TOTAL EXPENSES Plus 10% Mark-Up:</b> \$2,845  <b>TOTAL SUBCONTRACTOR Plus 10% Mark-Up:</b> \$0				
2,6	Meal per diem	6	\$60.00	\$360.00					
2,6	Airport parking fee	6	\$16.00	\$96.00					
2,6	Local transportation + fuel	6	\$120.00	\$720.00					
2,6	Hotel	3	\$120.00	\$360.00					
				<b>TOTAL EXPENSES:</b>	\$2,586				
<b>SUB-CONTRACTORS: Firm Initials and Price Per Task</b>									
<b>FIRM:</b>						<b>TOTAL SUB</b>			
<b>AMOUNT:</b>						\$0	<b>TASK TOTAL:</b>	\$29,506	



## **City Manager Report**

Elke Doom

June 20, 2017

- Toured Silver Bay Seafood's expanded fish processing facility. Of concern is the need to rent and run generators as Copper Valley Electric cannot yet provide the power they need to run the facility.
- Met with Copper Valley Electric to discuss future expansion needs for the city. The discussion revolved around the needs of Silver Bay Seafood, the new harbor and potential commercial and residential projects projected for future development.
- Attended the Economic Diversification Commission meeting to discuss goals and direction for the upcoming year. It was noted by a few commission members that it was understood that this commission was to last 12- 18 months. The need to continue was discussed and I expect a recommendation to continue meeting or to disband will come forth in the next month or soon.
- Met with Dean Day to discuss the ongoing septic replacement program in Alpine Woods. We will review and monitor the systems as there have been concerns and issues brought our attention as to the success of the program.
- Attended bi-weekly project management meeting to keep all contractors and staff on course for ongoing projects.
- Met with the Army Corp of Engineer assigned to monitor the breakwaters construction at the new harbor. It appears Western Marine is ahead of schedule on the project which would be beneficial to the entire harbor project.

# June 2017

## City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 7pm - Ports & Harbor Commission Meeting	6 7pm - Regular Council Meeting	7 7pm - Economic Diversification Commission Meeting	8 6pm - Council Work Session (Kimley Horn)	9	10
11	12 6:30pm - School Board Meeting	13 5:30pm - Library Board Meeting (@ Library) 6:30pm - Prov. Health Advisory Council Meeting (@ Hospital) 7pm - Parks & Recreation Commission Meeting	14 7pm - Planning & Zoning Commission Meeting	15	16	17
18	19 7pm - Ports & Harbor Commission Meeting	20 6pm - Supplemental Roll-BOE (If Needed) 7pm - Regular Council Meeting	21 7pm - Economic Diversification Commission Meeting	22	23	24
25	26 Noon - Beautification Task Force Meeting 6:30pm - School Board Meeting	27 Noon - Flood/Gravel Extraction Task Force Meeting 6pm - Council Work Session (City Manager Goal Setting & Financial Plan) Meeting Location @ Civic Center	28 6pm - Council Work Session (Capital Improvement Projects) Meeting Location @ Civic Center 7pm - Planning & Zoning Commission Meeting	29	30	

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 06/13/17

# July 2017

## City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3  7pm - Ports & Harbor Commission Meeting	4  <b>Holiday</b> <b>Valdez 4<sup>th</sup> of July Festival</b>	5  <b>7pm - Regular Council Meeting</b>	6  7pm - Economic Diversification Commission Meeting	7	8
9	10  6:30pm - School Board Meeting	11  5:30pm - Library Board Meeting (@ Library)  6:30pm - Prov. Health Advisory Council Meeting (@ Hospital)  7pm - Parks & Recreation Commission Meeting	12    7pm - Planning & Zoning Commission Meeting	13	14	15
16	17  7pm - Ports & Harbor Commission Meeting	18  <b>7pm - Regular Council Meeting</b>	19  7pm - Economic Diversification Commission Meeting	20	21	22
23	24  6:30pm - School Board Meeting	25	26  7pm - Planning & Zoning Commission Meeting	27	28	29
30	31  Noon - Beautification Task Force Meeting					

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 06/13/17