

**Mayor**  
James Kallander

**Council Members**  
Timothy Joyce  
James Kacsh  
David Allison  
Bret Bradford  
EJ Cheshier  
David Reggiani  
Robert Beedle

**City Manager**  
Mark Lynch

**City Clerk**  
Susan Bourgeois

**Deputy Clerk**  
Robyn Kincaid

**COUNCIL SPECIAL MEETING  
AUGUST 07, 2012 @ 12:00 PM  
LIBRARY MEETING ROOM**

**AGENDA**

**A. CALL TO ORDER**

**B. ROLL CALL**

Mayor James Kallander, Council members Keith van den Broek, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani, and Robert Beedle

**C. APPROVAL OF AGENDA..... (voice vote)**

**D. DISCLOSURES OF CONFLICTS OF INTEREST**

**E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Audience Comments regarding agenda items

**F. NEW BUSINESS**

2. Special Use Permit Authorization..... (voice vote)

A motion authorizing the City Manager to issue a special use permit to Prince William Sound Community College to lease City owned space inside the Cordova High School for the period of August 15, 2012 thru December 31, 2012.

3. Contract approval – Eagle Contracting - for North Fill floating dock ..... (voice vote)

4. Resolution amending the City Clerk’s employment contract..... (voice vote)

5. Resolution amending the City Manager’s employment contract ..... (voice vote)

**(All Agenda item paperwork will be available at the meeting)**

**G. AUDIENCE PARTICIPATION**

**H. COUNCIL COMMENTS**

**I. ADJOURNMENT**

Executive Sessions: Subjects which may be discussed are: (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) Matters which by law, municipal charter or code are required to be confidential; (4) Matters involving consideration of governmental records that by law are not subject to public disclosures.

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City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574  
Phone: (907) 424-6200  
Fax: (907) 424-6000  
Email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## *Office of City Manager*

August 6, 2012

Memo to City Council  
Re: PWSCC Special Use Permit

After lengthy consideration and some discussion with the City's attorney it was determined that the only way to legally move forward with allowing PWSCC to occupy space at the Cordova High School is by Special Use Permit. Traditionally these have been issued by City Managers for short term property use of City property. However, considering the public nature of the use in question I felt it appropriate to ask Council for approval in this case.

Once the Special Use Permit is issued we will have until December 31, 2012, to make changes to City Code via ordinance and applicable public hearing.

**Recommended Motion:** I move to authorize the City Manager to issue a Special Use Permit allowing Prince William Sound Community College to use space in the Cordova High School from August 15, 2012 through December 31, 2012.

Thank you,

Mark Lynch  
City Manager



City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574  
Phone: (907) 424-6200  
Fax: (907) 424-6000  
Email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## Office of City Manager

August 6, 2012

Memo to City Council  
Re: North Fill Floating Dock & Ramp Repairs

**CMC 5.12.040 “Council approval of contracts” says:**

*No contract for supplies, services or construction which obligates the city to pay more than fifteen thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:*

- A. The identity of the contractor;*
- B. The contract price;*
- C. The nature and quantity of the performance that the city shall receive under the contract; and*
- D. The time for performance under the contract.*

I recommend the city enter into a contract with Eagle Contracting Corporation of Cordova, Alaska, to perform design, construction and installation of a floating dock adjacent to the North Fill Boat Launch Ramp, as well as replacement of damaged precast concrete planks on the launch ramp, as set forth in the attached Price Schedule (Exhibit A) and Construction Agreement (Exhibit B).

The contract price is not to exceed Three Hundred Fifty Seven Thousand Six Hundred Forty Six dollars (\$357,646.00) for the Primary Scope of Work, Two Thousand Nine Hundred Seventy Five dollars (\$2975) per unit for Additive Alternate #1, and ninety Eight dollars (\$98.00) per unit for Additive Alternate #2.

The nature and quantity of the performance the city shall receive is set forth in the attached Price Schedule (Exhibit A) and Construction Agreement (Exhibit B).

The time for performance for the Primary Scope of Work is not later than 120 days after the Notice to Proceed is issued, and not later than 150 days after the Notice to Proceed is issued for the Additive Alternate Scope of Work, as set forth in the attached Construction Agreement (Exhibit B).

**Recommended action:** Voice Vote.

I move to direct the City Manager to accept the proposal by Eagle Contracting Corporation per the terms set forth in the Price Schedule (Exhibit A) and Construction Agreement (Exhibit B) for design, construction, and installation of a Floating Dock adjacent to the North Fill Boat Launch Ramp for a total sum not to exceed Three Hundred Fifty Seven Thousand Six Hundred Forty Six dollars (\$357,646.00) for the primary Scope of Work, the sum of Two Thousand Nine Hundred Seventy Five dollars (\$2975.00) per unit for Additive Alternate #1, and the sum of Ninety Eight dollars (\$98.00) per unit for Additive Alternate #2.

Thank you,  
Mark Lynch  
City Manager

# Exhibit A

## City of Cordova

RFP # 03-12

### North Fill Launch Ramp Floating Dock

**Contractor: Eagle Contracting**

### Schedule and Price Breakdown

Item Description	Lump Sum	Unit Price (ea)		Schedule (2012)
Engineering	\$ 30,000		=====	June 1 - Aug 15
Mobe & Demob	\$ 35,000		=====	Sept 1 - Oct 30
Excavation & Backfill	\$ 17,400		=====	Sept 10 - Oct 10
Piling & Installation	\$ 66,100		=====	Sept 10 - Sept 20
Concrete Work	\$ 32,496		=====	Sept 20 - Oct 10
Floats & Installation	\$ 176,650		=====	Oct 10 - Oct 30
Additive Alternate #1		\$ 2,975	=====	Sept 1 - Nov 30
Additive Alternate #2		\$ 98	=====	Sept 1 - Nov 30
<b>PRIMARY TOTAL</b>	<b>\$ 357,646</b>		=====	June 1 - Oct 30
<b>ADDITIVE ALTERNATES</b>			=====	Sept 1 - Nov 30

# **Exhibit B**

## **CONSTRUCTION AGREEMENT** **Launch Ramp Floating Dock**

This Agreement, between the **CITY OF CORDOVA**, an Alaska municipal corporation (“City”), and **EAGLE CONTRACTING CORPORATION** (“Contractor”), is effective \_\_\_\_\_ for the following project:

Launch Ramp Floating Dock  
U.S. Army Corps of Engineers Permit POA 2004-289  
City of Cordova Port and Harbor Department

(hereinafter the “Project”)

### **RECITALS**

A. City advertised Request for Proposal No. 03-12 for the construction and installation of a floating dock at the existing North Containment Fill launch ramp.

B. Contractor submitted a proposal that is in the best interest of City.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the parties hereto agree as follows:

### **AGREEMENT**

**1. DEFINITIONS.** In addition to the terms defined above, capitalized terms used in this Agreement will have (unless otherwise provided in this Agreement) the following meanings:

1.1 “Agreement” means this Agreement, including all amendments, modifications, and supplements hereto and any appendices, exhibits, or schedules to the same and refers to this Agreement as it may be in effect at the time such reference becomes operative. Together the documents form an Agreement which represents the entire and integrated agreement between the parties hereto, and supersedes prior negotiations or agreements, either written or oral. This Agreement is entered into solely for the purpose of the Project.

1.2 “Contract Documents” means and consists of (i) this Agreement signed by City and Contractor; (ii) all exhibits to this Agreement; and (iii) all change orders for changes in the Work issued after the execution of this Agreement.

1.3 “City’s Representative” means the City Manager, or the City Manager’s designee.

1.4 “Work” means all labor, materials, equipment and services provided by Contractor to fulfill Contractor’s obligations.

**2. SCOPE OF WORK** Contractor will provide all labor and materials necessary for the design, engineering, construction, and installation of a floating dock at the North Fill launch ramp, and for the replacement of damaged precast concrete planks (including all attachment hardware) on the existing launch ramp, as listed below and shown on the approved August 2012 90% design drawings.

### 2.1 Primary Scope of Work

2.1.1 The design, engineering, construction and installation of floats as shown on the approved August 2012 90% design drawings.

2.1.2 The design, engineering, construction and installation of a grounding anchor to secure floats to shore as shown on the approved August 2012 90% design drawings.

2.1.3 The installation of piles to secure floats offshore as shown on the approved August 2012 90% design drawings.

2.1.4 Widen the existing launch ramp with the design, construction and installation of a 6’ wide cast in place reinforced concrete slab which will provide a smooth surface for the floating dock to land as shown on the approved August 2012 90% design drawings.

### 2.2 Additive Alternate Scope of Work

2.2.1 The construction and replacement of approximately twenty (20) damaged precast concrete planks (including all attachment hardware) on the existing launch ramp. Current precast planks are 1’x2’x20’. Replacement planks must be constructed using original design, design loads and original concrete specifications. **Exact replacement numbers will be determined by contractor in consultation with the City prior to construction.**

2.2.2 The purchase and replacement of all damaged 1”x20” concrete plank lag screws with washers - approximately 150. **Exact replacement numbers will be determined by contractor in consultation with the City prior to construction.**

## **3. DATE OF COMMENCEMENT AND COMPLETION**

3.1 The Date of Commencement will be the date of receipt of written Notice to Proceed by the Contractor.

3.2 Contractor must complete the Primary Scope of Work within 120 days of receiving Notice to Proceed.

3.3 Contractor must complete the Additive Alternate Scope of Work within 150 days of receiving Notice to Proceed.

3.4 Time is of the essence in this Agreement.

3.5 If Contractor fails to complete the work within the time specified in this Contract, or any extension thereof, Contractor will pay to City as liquidated damages the sum of one thousand dollars (\$1,000) per day for each day of delay. To the extent Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages will not be due City. Contractor remains liable for damages caused by circumstances other than delay.

3.6 If Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Contractor's control, the Contract Time will be extended by Change Order to the extent that (1) the delay will prevent Contractor from achieving Substantial Completion within the Contract Time, and (2) the performance of the Work is not delayed by any other cause for which Contractor is not entitled to an extension in the Contract Time under the Contract Documents. Adjustments to the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by Contractor, (2) could not be limited or avoided by Contractor's timely notice to City of the delay, and (3) is of a duration not less than one day.

3.7 Final inspection and acceptance by City's Representative will not be made until all Work under this Agreement is completed.

#### **4. COMPENSATION OF CONTRACTOR**

4.1 **CONTRACT SUM; PAYMENT.** For and in consideration of Contractor's performance of the Work, Contractor will receive Three Hundred Fifty Seven Thousand Six Hundred Forty Six dollars (\$357,646) for the base bid, plus \$2975 per unit for Additive Alternate #1, and \$98 per unit for Additive Alternate #2. The Contract Sum, including authorized adjustments, is the total amount payable by City to Contractor for performance of the Work under the Contract Documents. City's payment obligation will be subject to:

4.1.1 A reduction by any amount owed by Contractor to City at the time payment of the Contract Sum is due; or

4.1.2 Additions and/or deletions by Change Order.

4.2 **CONTRACTOR'S INVOICES.** Within fifteen days after the end of each calendar month during the term of this Contract, Contractor may submit to City's Representative an invoice for Work performed during the preceding calendar month, or the Contractor may submit a single final invoice within thirty days of the completion of Work. In either case the invoice(s) will itemize the Work for which payment is requested.

4.3 **REVIEW OF CONTRACTOR'S INVOICES.** City's Representative will, within fifteen days after receipt of any Contractor's invoice, approve payment for such amount as City's Representative determines is properly due, and notify Contractor in writing of the reasons for any withholding of payment in whole or in part.

4.4 **RETAINAGE.** City will withhold ten percent (10%) retainage from each payment to Contractor. Upon substantial completion of the Work, the City will release to Contractor all retained



amounts relating to the Work, less an amount equal to the reasonable value of any remaining or incomplete items of Work.

#### 4.5 PAYMENT BY CONTRACTOR

4.5.1 Contractor will promptly pay each person who supplies labor or materials to Contractor upon receipt of payment from City, out of the amount paid to Contractor.

4.5.2 City will have no responsibility for the payment of money to a person or entity who supplies labor or materials to Contractor.

4.5.3 A payment, or partial or entire use or occupancy of the Work by City, will not constitute acceptance of any Work not in accordance with the requirements of the Contract Documents.

4.5.4 If City is entitled to reimbursement or payment from Contractor under the Contract Documents, Contractor will make the payment promptly upon demand by City. Notwithstanding anything in the Contract Documents to the contrary, if Contractor fails promptly to make any payment due City, or City incurs costs and expenses to cure any default of Contractor or to correct defective Work, City will have an absolute right to offset the amount against the Contract Sum and may, in City's sole discretion, either (1) deduct an amount equal to the amount which is due City from any payment then or thereafter due Contractor from City, or (2) issue a written notice to Contractor reducing the Contract Sum by an amount equal to the amount which is due City.

4.6 FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of a final Application for Payment, City's Representative will determine whether the final work is acceptable to City. City may withhold from the final payment to Contractor any amount that City determines is necessary to render the Work acceptable to City under the Contract Documents.

### 5. ADMINISTRATION OF THE AGREEMENT

5.1 City's Representative will provide administration of this Agreement according to Contract Documents. City's Representative will have authority to act on behalf of City only to the extent provided in the Contract Documents. City may designate a new City's Representative from time to time by written notice to Contractor.

5.2 CITY'S RIGHT TO STOP WORK. If Contractor fails to correct Work which is not in accordance with the Contract Documents, City may direct Contractor in writing to stop the Work until the correction is made.

#### 5.3 EXTENT OF CITY RIGHTS.

5.3.1 The rights stated in this Section 5 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of City (1) granted in the Contract Documents, (2) at law or (3) in equity.

5.3.2 In no event will City have control over, charge of, or any responsibility for, means, methods, techniques, sequences or procedures, or for safety precautions and programs

in connection with the Work, notwithstanding any of the rights and authority granted City in the Contract Documents.

## **6. PERFORMANCE OF THE WORK**

6.1 EXECUTION OF THE AGREEMENT. Execution of the Agreement by Contractor is a representation that Contractor has become familiar with local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents. City will not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph 6.1.

### **6.2 SUPERVISION OF THE WORK.**

6.2.1 Contractor will supervise and direct the Work, using Contractor's best skill and attention. Contractor will be solely responsible for and have control over means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

6.2.2 Contractor will be responsible to City for acts and omissions of (1) Contractor's agents and employees, and (2) other persons or entities performing work under a contract with the Contractor. Contractor will promptly remedy damage and loss to property caused in whole or in part by Contractor, or by anyone for whose acts Contractor may be liable.

### **6.3 LABOR AND MATERIAL.**

6.3.1 Unless otherwise provided in the Contract Documents, Contractor will provide and pay for all labor, materials, equipment, tools, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work.

6.3.2 Contractor will enforce strict discipline and good order among Contractor's employees and other persons carrying out this Agreement. Contractor will not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.4 TAXES. Contractor will pay all federal, state, and local taxes incurred by Contractor and will require the payment of such taxes incurred by any Subcontractor or any other persons in the performance of the Work.

### **6.5 PERMITS, FEES AND NOTICES**

6.5.1 Contractor will obtain and pay for all permits, governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

6.5.2 Contractor will comply with and give notices required by agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to laws, statutes, ordinances and rules and regulations without notice to City, Contractor will assume full responsibility for such Work and will bear the attributable costs. Contractor will promptly notify City in writing of any known inconsistencies in the Contract Documents with such laws, rules and regulations.

6.5.3 Contractor will comply with all federal and state environmental statutes, rules and regulations applicable to the Work.

6.6 COMPLIANCE WITH LAWS. Contractor will perform the Work in compliance with all applicable laws, statutes, ordinances, rules and regulations.

6.7 SAFETY PRECAUTIONS AND PROGRAMS. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs with respect to hazardous conditions that may arise in connection with the performance of the Work.

6.8 INSPECTION. City will have the right to reject defective workmanship or require its correction. Rejected workmanship will be satisfactorily corrected. If Contractor fails to proceed at once with the correction of defective workmanship, City may, by contract or otherwise, terminate the right of Contractor to proceed, as provided by this Contract.

6.9 CORRECTION OF WORK. Contractor will promptly correct Work rejected by City's Representative as failing to conform to the requirements of the Contract Documents. Contractor will bear the cost of correcting such rejected Work.

6.10 USE OF SITES. Contractor will confine operations to areas permitted by law, ordinances, permits, the Contract Documents and by the City.

6.11 CLEANING UP. Contractor will keep the Work and the surrounding area free from accumulation of debris and trash related to the Work.

## **7. CHANGES IN THE WORK**

7.1 Contractor will promptly notify City in writing of any unanticipated developments or conditions that may impede the orderly execution of the Work. The parties will agree to suitable changes to the schedule, design or Project scope as may be needed to resume orderly execution of the Work.

7.2 Changes in the Work may be accomplished only by Change Order. City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. A change in the Contract Sum or the Contract Time will be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, nor claim that the City has been unjustly enriched by any alteration or addition to the Work, will be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.3 A Change Order will be a written order to Contractor signed by City's Representative to change the Work, Contract Sum or Contract Time. Agreement on any Change Order will constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including without limitation all direct and indirect costs associated with the change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor will include the Work covered by such Change Orders in Contractor's invoices as if such Work were originally part of the Contract Documents.

## **8. DISPUTES**

8.1 Except as otherwise provided in this Agreement, any claim or dispute concerning questions of fact which may arise under this Agreement will be presented in writing by Contractor to City's Representative.

8.2 In presenting a claim, Contractor will clearly and specifically state: (1) the Agreement provision under which the claim is made; (2) the Project item on which the claim is based; and (3) the specific relief requested, including any additional time Contractor believes it is entitled to.

8.3 If the amount of additional time cannot be readily ascertained at the time the claim is submitted, such amounts will be submitted as soon as they are discernible. In any case, the detailed claim, including all necessary supporting data, will be submitted to City's Representative no later than thirty (30) days after completing the Project item of Work on which the claim is based.

## **9. RIGHTS AND REMEDIES**

9.1 **EVENTS OF DEFAULT.** The occurrence of any one or more of the following events (regardless of the reason therefore) will constitute an "Event of Default" hereunder:

9.1.1 Contractor fails to fully comply with any provision of this Agreement, including, but not limited to, failure to prosecute the Work.

9.1.2 A case or proceeding has been commenced against Contractor in a court having competent jurisdiction seeking a decree or order in respect of Contractor (1) under Chapter 7, 11, or 13 of Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state, foreign bankruptcy or other similar law, (2) appointing a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Contractor or of any substantial part of Contractor's properties, or (3) ordering the winding-up or liquidation of the affairs of Contractor, and in each instance such case or proceeding will remain undismissed or unstayed for sixty (60) consecutive days or such court will enter a decree or order granting the relief sought in such case or proceeding.

9.1.3 Contractor (1) files a petition seeking relief under Chapter 7, 11, or 13 of Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state, foreign bankruptcy or other similar law, (2) consents to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Contractor or any substantial part of Contractor's properties, or (3) takes any corporate action in furtherance of any such action.

9.2 **REMEDIES.** When any of the above occurs, City may without prejudice to any other rights or remedies of, terminate employment of the Contractor and may:

9.2.1 take possession of the site and of all materials thereon owned by Contractor; and

9.2.2 finish the Work by whatever reasonable method City may deem expedient.

9.3 **PAYMENT UPON TERMINATION.**

9.3.1 When City terminates this Agreement for one of the reasons stated in Paragraph 9.1, Contractor will not be entitled to receive further payment until the Work is finished.

9.3.2 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess will be paid to Contractor. If such costs exceed the unpaid balance, Contractor will pay the difference to City. This obligation for payment will survive termination of this Agreement.

9.4 NO WAIVER BY CITY. City's failure, at any time or times, to require strict performance by Contractor of any provision of this Agreement will not waive, affect or diminish any right of City thereafter to demand strict compliance therewith and performance thereof. Any suspension or waiver by City of an Event of Default by Contractor under this Agreement will not suspend, waive or affect any other Event of Default by Contractor under this Agreement whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, covenants, representations and warranties of Contractor contained in this Agreement and no Event of Default by Contractor under this Agreement will be deemed to have been suspended or waived by City, unless such suspension or waiver is by an instrument in writing signed by City's Representative and directed to Contractor specifying such suspension or waiver.

## **10. INSURANCE AND INDEMNIFICATION**

### **10.1 CONTRACTOR'S INSURANCE REQUIREMENTS.**

10.1.1 Contractor will provide evidence of insurance with a carrier or carriers satisfactory to City covering injury to persons and/or property suffered by City or a third party, as a result of operations which arise both out of and during the course of this Agreement by Contractor. This coverage will also provide protection against injuries to all employees of Contractor engaged in Work under this Agreement. The delivery to City of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. All insurance coverage procured by Contractor will be provided by insurance companies having policyholder ratings no lower than "A" in the Best's Insurance Guide, in the latest edition in effect as of the date of this Agreement, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

10.1.2 Contractor will maintain in force at all times during the performance of Work under this Agreement the following policies of insurance. Failure to maintain insurance may, at the option of City, be deemed Defective Work and remedied in accordance with the Contract Documents. Where specific limits and coverage are shown, it is understood that they will be the minimum acceptable. The requirements of this paragraph will not limit the Contractor's responsibility to indemnify under Paragraph 10.2.

10.1.2.1 Workers' Compensation Insurance: Contractor will provide and maintain, for all employees of Contractor engaged in work under this Agreement, Workers' Compensation insurance as required by AS 23.30.045, to include Employer's Liability Protection in the amount of \$1,000,000 per person/\$1,000,000 per occurrence.

10.1.2.2 Comprehensive or Commercial General Liability Insurance will cover all operations by or on behalf of Contractor and provide insurance for bodily injury and property damage liability including coverage for: premises and operations, products and completed operations, contractual liability insuring obligations assumed under Paragraph 10.2, broad form property damage and personal injury liability. The minimum limits of liability will be:

(1) If Contractor carries a Comprehensive General Liability policy, the limits of liability will not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of \$1,000,000 each occurrence/\$1,000,000 aggregate.

(2) If Contractor carries a Commercial General Liability policy, the limits of liability will not be less than \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage), \$1,000,000 for Personal Injury Liability, \$1,000,000 aggregate for Products-Completed Operations and \$1,000,000 general aggregate.

10.1.2.3 Automobile Liability Insurance: Such insurance will cover all owned, hired and non-owned vehicles and provide coverage not less than that of the Business Automobile Policy in limits not less than the following: \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage).

10.1.2.4 Pollution Liability Insurance: Separate Pollution Liability Insurance is not required by this contract, however Contractor remains responsible for any pollution cleanup and costs involved on the site with or without the insurance.

10.1.3 Certificates of Insurance acceptable to City will be filed with City. Certificates pertaining to Worker's Compensation, General Liability or Automobile Liability are required for Award. Certificates for all other coverage will be provided before commencement of the Work. Each Certificate of Insurance will contain the following statement: "This is to certify that the policies described herein comply with all aspects of the insurance requirements of the "CONSTRUCTION AGREEMENT - Launch Ramp Floating Dock." Acceptance by City of a deficient Certificate of Insurance does not constitute a waiver of any requirement of insurance in the Contract Documents.

10.1.4 Contractor's insurance will be endorsed to provide that the insurers and underwriters on all policies waive their right of subrogation against City. Except for workers' compensation coverage described at 10.1.2.1, City will be named additional insured on all policies.

10.2 INDEMNIFICATION. To the fullest extent permitted by law, Contractor will indemnify and hold harmless City, its agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including losses of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10.3 SURVIVAL. Contractor's insurance and indemnity obligations hereunder will survive termination of this Agreement.

## **11. MISCELLANEOUS**

11.1 INTEGRATION. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a written agreement signed by Contractor and City.

11.2 ASSIGNMENT. City has entered into this Agreement in reliance on Contractor's unique abilities, and Contractor's obligations hereunder will for all purposes be regarded and treated as personal services and will not be assignable by Contractor without City's prior written consent.

11.3 INTERPRETATION. The rule of construction that terms of an agreement are construed against the party that drafted the agreement will not apply to this Agreement.

11.4 INDEPENDENT CONTRACTOR. Contractor acts as an independent contractor to City and is not an agent, partner or joint venturer of City in the performance of this Agreement.

11.5 SUCCESSORS. Subject to the limitation on assignment in Paragraph 11.2, this Agreement will be binding upon and will inure to the benefit of the respective heirs, successors, and assigns of the parties hereto.

11.6 NOTICES. All notices to a party under this Agreement will be in writing and will be delivered personally, or sent by certified mail, to the following address:

If to City:                   City of Cordova  
                                      602 Railroad Avenue  
                                      P.O. Box 1210  
                                      Cordova, Alaska 99574  
                                      Attention:     Mark Lynch, City Manager  
                                      Telephone:    907-424-6200  
                                      Facsimile:     907-424-6000

If to Contractor: Eagle Contracting Corporation  
Mile 1.5 Copper River Highway  
P.O. Box 1128  
Cordova, Alaska 99574  
Attention: David Sjostedt, President  
Telephone: 907-424-7702  
Facsimile: 907-424-3994

or at such other address as may be substituted by notice as herein provided. Every notice hereunder has been duly given on the date on which personally delivered, or signed for, in the case of certified mail.

11.7 SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding will not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision will be deemed modified within the limits of enforceability or validly; however, if the offending provision cannot be so modified, it will be stricken and all other provisions of this Agreement in all other respects will remain valid and enforceable.

11.8 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

11.9 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska. Any action arising under this Contract will be instituted at the Superior Court for the State of Alaska at Cordova.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

CITY: CITY OF CORDOVA

By: \_\_\_\_\_  
Mark Lynch, City Manager

CONTRACTOR: EAGLE CONTRACTING CORPORATION

By: \_\_\_\_\_  
David Sjostedt, President



**CITY OF CORDOVA, ALASKA  
RESOLUTION 08-12-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING THE CITY CLERK'S EMPLOYMENT CONTRACT BY AUTHORIZING A  
FOUR PERCENT (4%) WAGE INCREASE, EFFECTIVE APRIL 12, 2012.**

**WHEREAS**, the Clerk has recently had a successful performance evaluation; and

**WHEREAS**, the Cordova City Council has decided it is appropriate to increase the Clerks' salary by 4% effective on the Clerk's employment anniversary date; and.

**WHEREAS**, the Clerk's employment anniversary date is April 12.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby amends the employment contract of the City Clerk, and authorizes a Four Percent (4%) wage increase, effective April 12, 2012.

**PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF AUGUST, 2012**

\_\_\_\_\_  
David Reggiani, Vice Mayor

ATTEST:

\_\_\_\_\_  
Robyn Kincaid, Deputy City Clerk

**CITY OF CORDOVA, ALASKA  
RESOLUTION 08-12-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING THE CITY MANAGER'S EMPLOYMENT CONTRACT BY  
AUTHORIZING AN ANNUAL SALARY OF ONE HUNDRED TEN THOUSAND  
DOLLARS (\$110,000), EFFECTIVE AUGUST 1, 2012.**

**WHEREAS**, the City Manager has recently had a successful performance evaluation;  
and

**WHEREAS**, the Cordova City Council has decided it is appropriate to increase the  
Manager's salary to an annual amount of \$110,000 effective August 1, 2012.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of  
Cordova, Alaska, hereby amends the employment contract of the City Manager, and authorizes  
an annual salary of One Hundred Ten Thousand dollars (\$110,000), effective August 1, 2012.

**PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF AUGUST, 2012**

\_\_\_\_\_  
David Reggiani, Vice Mayor

ATTEST:

\_\_\_\_\_  
Robyn Kincaid, Deputy City Clerk