



**City of Valdez
Contract Amendment #10**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and ARCADIS, INC. (“Contractor”), is to the following AGREEMENT dated the 5th 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 # 310-6450-58010 & 310-6450-58000

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

City’s project manager is Nathan Duval.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: The original Project Management services contract was based on Contractor’s original/baseline construction schedule and was anticipated closing out in late 2018. The schedule has slipped and added field support is needed to accommodate the new completion schedule anticipated second quarter of 2019. Additional time and money is required to assist with project close-out and warranty services.

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 the attached proposal and cost estimate dated December 7th, 2018, which is hereby incorporated by this reference. Period of performance is extended through June 30, 2019.

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$340,548.00

Amount Changed by previously authorized Amendment: \$2,198,920.06

AGREEMENT Amount prior to this Amendment: \$2,539,468.06

Amount of this Amendment: \$170,901.34

New total AGREEMENT amount including this Amendment: \$2,710,369.40

**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 # 310-6450-58010 & 310-6450-58000

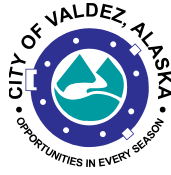
ARTICLE 4. Extent of Agreement:

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 effect, 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 AMENDMENT in two (2) counterparts, each of which shall be deemed an original, on the dates listed below.

ARCADIS, INC.

**CITY OF VALDEZ, ALASKA
APPROVED:**

Name of Company Rep Authorized to Sign

Jeremy O'Neil, Mayor

BY: _____

Date: _____

TITLE: _____

ATTEST:

DATE: _____

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Signature of Company Secretary or Attest

Date: _____

Elke Doom, City Manager

Date: _____

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

RECOMMENDED:

Jon S. Wakeland

Nathan Duval, Capital Facilities Director

Date: _____

Date: _____

December 7, 2018

Nate Duval, Capital Facilities Director
City of Valdez
212 Chenega Ave.
Valdez, AK 99686

**RE: Valdez New Boat Harbor Phase 2 Construction (November 19, 2018 – June 30, 2019)
Project Management/Construction Management Services – Contract #1176, Proposed Amendment 10**

Dear Mr. Duval,

This proposal provides continuation of project management and Owner's Representative services for the Valdez New Boat Harbor Development project through June 30, 2019. We plan to use the same approach, personnel, labor effort and expense levels that have been provided thus far for Phase 2.

Project Staffing: The proposed project management team has been engaged in the harbor project since Fall 2014, when the Valdez Harbor project management services contract was awarded.

- **Ron Rozak** will provide project management support and on-site construction management presence 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 and New York-based personnel for baseline schedule review.
- **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. Ascent's proposal is attached.
- **Joyce Kuhn, Cynthia Oistad and Allison Murrell** will provide budget and schedule management, project administration, meeting minutes, document controls, stakeholder outreach (as requested), and graphics support for presentations and monthly construction progress reports.

Valdez Project Office: Ron will continue using a small trailer on the City parcel adjacent Fisherman's Dock for use as a field office. This field office also provides work and storage space, internet service and copier/scanner for use by R&M's engineers and inspectors during their site visits and inspections. The monthly rent includes furniture, heat and electric, secure internet service, copier/scanner, cleaning and maintenance. A lump sum fee is included for takedown/demob of the field office after Arcadis' services are completed.

City Primary Contact: We understand that you (Nate Duval) will be our primary contact with the City for administration, communications, and delivery of our services. To maintain management continuity and minimize costs for consultant services, we anticipate that you or another qualified City employee will continue to perform "fill-in" site observations and inspections on short term as-needed basis 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 through the continuation of Phase 2. As the Engineer of Record, we assume R&M will perform the following services during Phase 2 construction: participate in weekly coordination meetings, perform timely review of submittals, provide timely responses to requests for technical information (RFIs) from the Construction Contractor, Pacific Pile & Marine (PPM), provide technical advice to the City 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 also provide materials testing services for uplands and in-water construction work.

Phase 2 Scope of Work: Arcadis will perform the following project management and construction administration tasks as needed or directed toward closeout of the PPM Construction Contract:

- Serve as Owner's Representative and coordinate with stakeholders: City departments, public utilities, USACE, PPM, SERVS, canneries and State agencies
- Facilitate Executive Committee meetings and brief Ports & Harbor Commission and City Council, on monthly basis
- 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 the second monthly meeting; which will include updates to schedule and project budget
- Assist the City in reviewing USACE reports and closing out the contract with USACE
- Provide project management and oversight of contractor work, designer services, inspection and testing
- Perform site observations and prepare reports of the Work as needed when R&M's inspector is not on site
- Review PPM and R&M applications for payment and provide recommendations to the City
- 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
- Oversee the Substantial Completion Inspections and monitor Punchlist corrective work
- Oversee commissioning, project closeout and final accounting requirements

Schedule: Our current contract for project management services ends on December 31, 2018. As requested, this amendment would extend our Period of Performance through June 30, 2019, approximately two weeks after the Project Scheduled Completion date (June 18, 2019) shown on PPM's October 2018 Schedule Update (Run Date November 12, 2018).

Proposed Cost: Arcadis proposes to perform the completion of 2018 services and the above 2019 services on Time and Materials (T&M) basis, not to exceed \$170,901.34 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 subconsultant proposal from Ascent is attached. This fee proposal includes a 3% labor rate increase effective January 1, 2019.

Assumptions and Limitations:

- Special inspections for building construction, subgrade compaction testing, concrete sampling/testing, welding inspection, pile driving inspections, and other activities requiring certifications or special qualifications are not included.
- Arcadis and Ascent will provide risk management, schedule and claims review assistance on periodic as-needed basis as requested by the City, but this proposal does not include fee for extensive, detailed evaluations or negotiations.
- This scope covers proposed activities during the above schedule dates. Only actual labor, expenses at rates quoted, and consultant costs per attached fee schedule, utilized on the project will be invoiced to the City.

- Monthly rates are used for the field office and Ron's lodging through June 30, 2019. Some per diem is included for periodic site visits by Arcadis support personnel as needed.
- Uncertainty remains regarding PPM's completion of piling and float installation, the float mechanical and electrical systems, testing and commissioning of the mechanical, electrical and bilge treatment systems. If construction work or closeout activities extend beyond June 30, 2019, Arcadis will be available to assist the City per mutual agreement and authorization.
- 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 continues scheduling piling and float installation 7 days/week, 12 hours/day; but their schedule for critical activities has been steadily extended by equipment breakdowns and delays. Most of the other remaining work activities are scheduled for 6-10s, although concrete placement/finishing, paving, striping and landscaping activities are typically performed any day of the week when the weather is favorable, and it's possible that weather might slow or delay some activities that are scheduled through the winter. Our proposal is based on a reasonable approach to oversee PPM's work (R&M to provide full-time inspection for piling installation) whereby Ron anticipates working an average of 35-40 hours/week through April and 30-35 hours/week during May and June.
- 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.

If there is additional information we can provide, please contact Ron Rozak at 907.382.2933. We appreciate the opportunity to continue supporting the City on this important harbor infrastructure project.

Sincerely,



Kent Crandall, AIA
Alaska Operations Leader

**Valdez New Boat Harbor Amendment 10 Fee Schedule for Phase 2 Project/Construction Management Services
(November 19, 2018 - June 30, 2019)**

Project Team Member	2018			2019						2019 Total Hours	TOTAL
	2018 Rates	Nov 19 - Dec 31	2019 Rates	Jan	Feb	Mar	Apr	May	June		
Ron Rozak, Construction Manager	\$165	192	\$170	192	184	192	172	176	160	1076	\$214,600
Cynthia Oistad, Contract Admin/Communications	\$135	0	\$139	4	4	4	4	4	4	24	\$3,336
Joyce Kuhn, Sr. Project Assistant/Document Control	\$91	14	\$93	12	8	8	8	12	16	64	\$7,226
Allison Murrell, Administrative Support	\$80	88	\$83	88	80	88	80	69	60	465	\$45,635
Arcadis NY CPM Schedule Team (average rate)	\$100	16	\$100	16	12	12	12	0	0	52	\$6,800
Total Labor Hours		310		312	288	304	276	261	240	1681	\$277,597

Subcontractor			
Ascent PgM (Roe Sturgulewski + Project Support) Proposal dated 12/06/18	\$7,000	\$43,680	\$50,680
5% markup on Subcontractor			\$2,534
Total Subcontractor Expenses			\$53,214

Expenses	
Round Trip Airfare (ANC-VDZ) (\$320 * 8 trips)	\$2,560
Car rental (Valdez) (\$100/day * 9 days)	\$900
ANC Parking or taxi (\$40/trip * 9 trips)	\$360
Vehicle mileage (ANC-VDZ +local) (\$440 * 12 trips)	\$5,280
Lodging, full-time residence in Valdez (\$2150/month * 7 months)	\$15,050
Lodging and meals for periodic project support (\$180+\$60) x 10 days)	\$2,400
Harbor area field office rent, furniture, utilities, internet, copier (Lump Sum \$1200/month for 7 month) plus \$1000 takedown/demob fee	\$9,400
5% markup on expenses	\$1,798
Total Expenses	\$37,748

Cost Proposal for Services November 19, 2018 - June 30, 2019 \$368,558.50
Less Contract Amount Remaining as of November 18, 2018 -\$197,657.16

Contract Amendment 10	\$170,901.34
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Assumptions:

City will only be billed for actual Labor and Expenses per above rates
Based on latest PPM Milestone Schedule (Run Date 12-Nov-18) with Project Scheduled Completion date of 18-Jun-19
Average 36 hours per week for Ron Rozak.
Average 20 hours a week for Arcadis admin support
Average 9 hours a week for Roe Sturgulewski (Ascent PgM)
Fee includes approx. 3% labor rate increase effective January 2019

December 6, 2018
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 closeout of the USACE/ City of Valdez Partnership Agreement contract.
- Provide risk management assistance including assessment, tracking and mitigation. The focus of effort is the Phase 2 Construction Contract contractually required to complete by October 1, 2019 and currently scheduled to complete in mid-June 2019. 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 as requested.
- Provide assistance to Arcadis in analyzing PPM weekly and Master schedules as requested.
- 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 \$43,680. 2019 billing rates for Roe Sturgulewski and Cricket Gartrell would be \$208/hour and \$142/hour respectively. It's anticipated the work will be generally complete by the end of June 2019 which is consistent with and slightly conservative to the General Contractors Phase 2 New Harbor Development Schedule, dated November 8, 2018.

This level of effort equates to 40 hours per month for Roe for the first three months of the year and 30 hours per month for the following three months.

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

Sincerely,



Roe Sturgulewski
Program Support
Ascent
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Roe.Sturgulewski@ascentpgm.com