



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and DIGITIZE ("Consultant") is effective on the 15th day of March, 2025.

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

**Project: Emergency Self-Monitoring
Contract No.: 2339
Cost Code: 350-0310-55000.2014**

Consultant's project manager under this agreement is Andrew Erickson.

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

City's project manager is Stanely Porritt.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$67,940.00.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 180 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

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ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000

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

ARTICLE 6. Appendices

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

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

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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.

DIGITIZE

Signed by:

Andrew Erickson

Authorized Signature

Andrew Erickson

Printed name

Date: 3/27/2025 | 5:07 AM AKDT

Title: VP Marketing

FEDERAL ID #: 88-2267922

1895 US-46

Mailing Address

Ledgewood, NJ 07852

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

CITY OF VALDEZ, ALASKA

APPROVED:

DocuSigned by:

Bart Hinkle

Interim City Manager

John Douglas, City Manager

Date: 3/28/2025 | 2:03 PM AKDT

ATTEST:

Sheri L. Pierce

Sheri L. Pierce, MMC, City Clerk

Date: 3/28/25

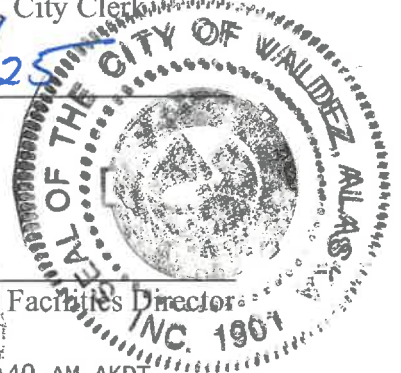
RECOMMENDED:

Signed by:

Nathan Duval

Nathan Duval, Capital Facilities Director

Date: 3/27/2025 | 11:40 AM AKDT



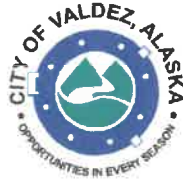
APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: 3/12/25

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Appendix A Scope of Work

BASIC SERVICES

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

Changing the IP and cellular dialers on all fire alarm panels and security alarms to send the monitored signal directly to City of Valdez Police Dispatch in lieu of third parties for emergency monitoring:

- a. This will include equipment and all labor to install self-monitoring for monitoring of fire alarm systems fire, supervisory and trouble alarms, as well as all security alarms and heat alarms currently in operation.
- b. Existing dialers are expected to be used and are a combination of BOSCH IP dialers, cell phone dialers and copper phone lines.
- c. All receivers, IP receivers and network adapters are to be supplied to communicate with local virtual machine or approved dedicated equipment such as, but not limited to, a Bosh D6100IPv6.
- d. Any programs needed to receive all emergency signals from existing monitoring panels on host PC.
- e. Alarm locations with city networks will provide network access for service. Only buildings without City network will need cellular devices.
- f. Any materials, labor, travel, and lodging required to complete the updates.

Current monitoring is done by traditional phone lines, cell phone dialers and IP dialers. A list of the different buildings and type of dialers is attached.

This project is NOT to be a cloud-based program and all equipment will be housed in the City of Valdez.

Equipment should be BOSH Conettix IP System or equivalent.

The scope of work is more specifically described in the attached proposal dated March 3, 2025 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

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Appendix B

Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$67,940.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



Digitize
(973) 663-1011
158 Edison Rd
Lake Hopatcong, NJ 07849
<https://www.digitize-inc.com>

Proposal

To: Stanley Porritt

Company: City of Valdez

Phone: 907-202-0682

Email: sporritt@valdezak.gov

From: John Ermatinger
Andrew Erickson

Email: johne@digitize-inc.com
aerickson@digitize-inc.com

Date: March 3, 2025

Dear Stanley,

Here is your quote for a Digitize Prism LX and dialer+IP receivers that will collect alarms from your Bosch fire panels. We have assumed here that all dialer transmitters and any necessary cellular receivers already exist (or that you will purchase them separately as part of this project).

On-site assistance for 4 days of initial installation, turn-up, and training is also included.

Please email Purchase Orders to salespo@digitize-inc.com.

If you have any questions or need further assistance, please contact us.

Sincerely,

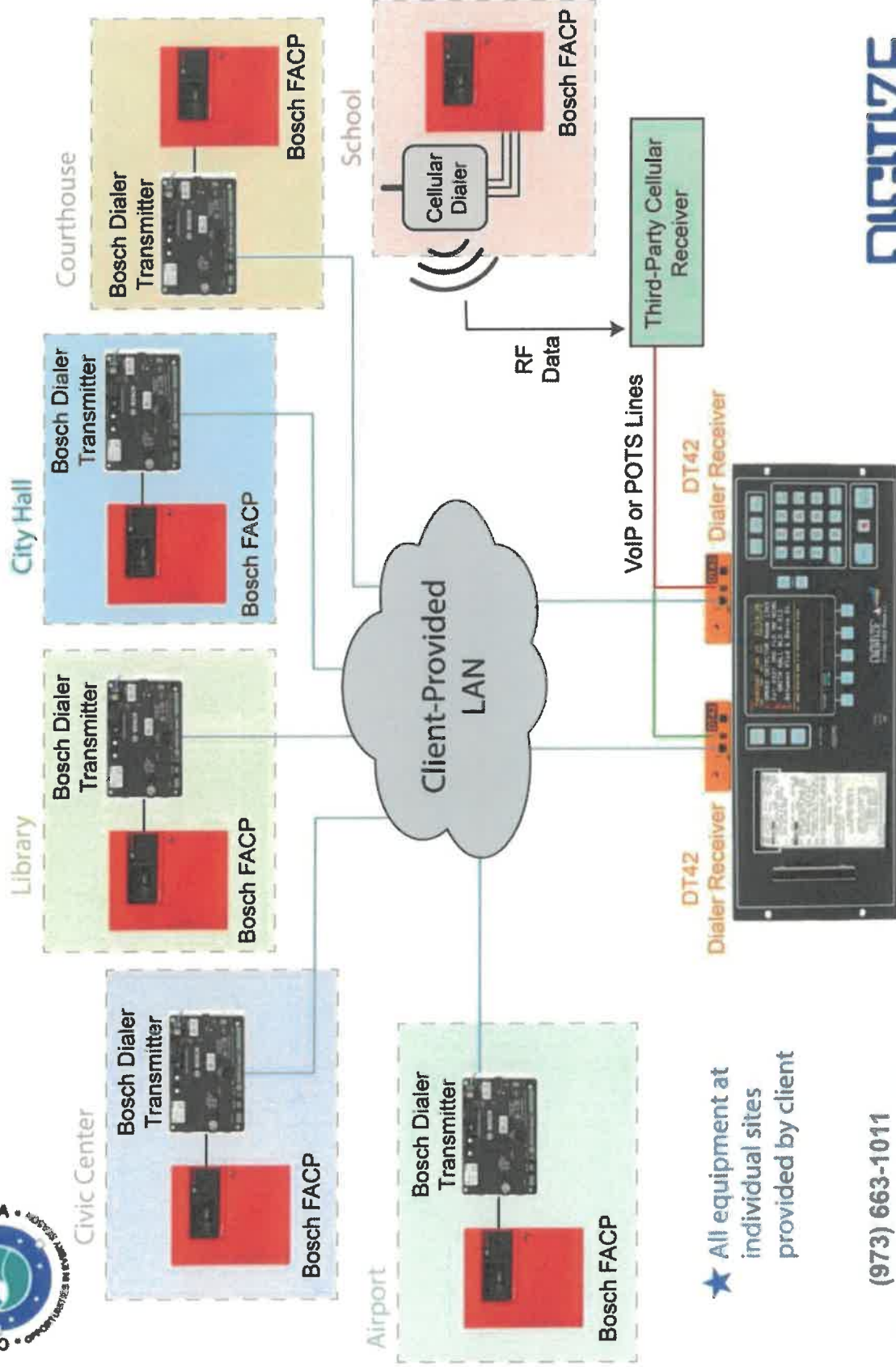
Andrew Erickson
Sales Engineer

John Ermatinger
Lead Support Technician

Digitize
(973) 663-1011
158 Edison Road
Lake Hopatcong, NJ 07849



Self-Monitoring Fire Alarms



★ All equipment at individual sites provided by client

(973) 663-1011
info@digitize-inc.com

System 3505 Prism LX

DIGITIZE

Quote Table				
Qty	Part Number	Description	Price	Extended
Component List				
1	425230-0001	SYSTEM 3505 Prism LX™ With USB KEYBOARD Includes the following features: <ul style="list-style-type: none"> • Easy loading, 3 1/8 inch, Graphic Thermal Logging Printer. Alarm text messages logged on printer • 5.7" Color LCD with LED backlighting • One (1) GHz Dual-Core ARM Cortex-A7 Processor. • New updated fully regulated power supply PN 400596-0001. • Program updates and User Text may be uploaded/backed up in a few seconds using your web browser and the built-in Ethernet port of the Prism LX™, even while the system continues to monitor alarms. • Utilizes the Linux Operating System running C Language Alarm Monitoring Program. • 50 times faster than the System 3505 CPU-7 • Provides a full complement of user memory in excess of 30,000 text messages (48 characters per text message). • Enhanced AlarmLAN™ capability • Capable of immediate factory support to assist in configuration and system analysis via cell phone tether. • CPU-8 provides dedicated Ethernet, RS-232 and 2 USB ports. • USB keyboard. • Enhanced diagnostics at 110KBAUD 8N1 via dedicated RS-232. • Next generation Auto Switching Power Supply, 90-240 V AC, 50-60Hz (as compared to 3505) • Supervised External Charger fail input terminals (not needed with optional SEBB-6/24 battery charger) • Software upgrades available on Digitize WEB site www.digitize-inc.com. User can upload latest operating software as long as the user has an active software support • Eight non-configured serial ports, including four high-speed ports with a top baud rate of 460.8 K baud. (2 of the high-speed ports are configured for RS-485 for specialized applications) • Six Configuration Card Slots for system expansion • Four supervised EOL inputs, three of which can be used as zone inputs • Three FORM C relays provide Alarm, Trouble and AUX Outputs. The Alarm/Trouble Relays are user programmable • Audio Output for Alarm/Trouble and Restore notification with noise canceling technology • Built-in diagnostics, with AC and DC failure indication • Diagnostic core dump in the event of a Prism application crash that allows Digitize to isolate the problem area within a few minutes. • Programmable sound generator with over a billion possible combinations of pitch, tone, ramping and volume • Thirty-two membrane key switches with tactile feedback, which provide System programming and operator control of external relays • ETL listed for ANSI/UL 864, 10th Edition, ANSI/UL 1076 5th Edition and ANSI/UL 1610 3rd Edition. • California State Fire Marshal Approved Available Options — Mix and match direct wire input, multiplex (radio polling, hard wire, connection to addressable FACP), serial inputs/outputs, relay control, dual phone line external digital	\$23,095.00	\$23,095.00

		communicator receiver, telegraph decode/transmit, Q-Mux™ point identification, output points, addressable line printers, 1221 radio*, Intellitize Repeating Radio, networking multiple SYSTEM 3505 PRISM LX™ units, SEBB-6/24 battery backup with battery info monitor, CGRMS graphics display, computerized monitoring system interface, Remote Annunciator (Not all options are NRTL listed and CSFM approved) NOTE: SYSTEM 3505 Prism LX™ Annual Software Maintenance & Phone Support Agreement is required with all SYSTEM 3505 Prism LX™ order PN 000001-0065 (see multiple year agreements at discounted price).		
1	000001-0065	System 3505/Prism LX Annual Software Maintenance & Phone Support Agreement When purchasing a new SYSTEM 3505 or upgrading your SYSTEM 3505 to Prism LX Provides System 3505 Prism LX or System 3505 Operating Software Program revisions, enhancements, and upgrades, when released, for one year from delivery. The maintenance fee ensures Digitize's compliance with 10th edition certification requirements and must be renewed annually to ensure that software enhancements and phone support continue to be obtainable NOTE: Multi-year plans are available at additional cost see page 1-5 & 6	\$1,265.00	\$1,265.00
1	425207-0007	23.8 Inch COMMERCIAL GRADE REMOTE ANNUNCIATOR WITH SIPPDD-10 ETHERNET D-LAN™ COMMUNICATION, TOUCH SCREEN DISPLAY AND DESKTOP STAND Displays all System 3505/System 3505 Prism LX™ text data, with date stamp and alarm address. Annunciates alarm priority by user-defined sound and color and provides a soft key to acknowledge alarms/troubles. Communicates with the System 3505/System 3505 Prism LX via a supervised Ethernet connection (supplied by others). Supports up to 10 Remote Annunciators with NON-Dedicated LAN Ethernet communication. Features include Filtering by Priority, Dispatchers Interface, and a large Comma Delimited Downloadable Event History Log. Optional features include SMS Text -2- Cell & E-mail, SST Relay Control and Comma Delimited Downloadable Test History Log and Window.	\$17,045.00	\$17,045.00
2	425196-000X	DT-42M IP Dialer MCDI's next-generation dialer, with 1 POTS line and 1 IP line.	\$5,995.00	\$11,990.00
			Subtotal:	\$53,395.00

On-site Technical Support				
4	On-site support	On-Site Installation Supervision and or System Training Transportation (to/from Digitize facility and the site), travel time, per diem and rental car expenses are additional.	\$1,950.00	\$7,800.00
5	Travel Expenses	Travel Time & Expenses (from Newark, NJ to Valdez, AK – flights & rental car)	\$4,795.00	\$4,795.00
6	Per Diem Expenses	Per Diem Expenses, Includes meals and lodging. * Subject to site prevailing lodging rates and or government per diem. Adjusted as needed based on site location	\$325.00	\$1,950.00
				Subtotal: \$14,545.00
				GRAND TOTAL: \$67,940.00

Please email Purchase Orders to salespo@digitize-inc.com.

- Please reference this proposal number when ordering.
- Shipping, handling, and insurance are additional.
- General Notes:

1. This quote assumes there is no additional custom software to transfer or create.
2. Unless separately quoted, this quote is for the Digitize products described on the preceding pages ONLY, and does not include any labor, "As Built Drawings", installation, installation materials, equipment racks, and additional hardware/software, etc. Digitize will supply generic installation drawings in AutoCAD or PDF format, when requested, at no additional cost.
3. Unless separately quoted, NRTL (ETL, UL or FM) submittals are not included in this proposal.
4. Digitize shall not be responsible for misinterpretations of any drawings supplied for quotation.
5. It is the System owner/contractor's responsibility to review this quote and verify proper quantities and equipment application.
6. This quote is based on information provided to Digitize.
7. Training is required on all systems. Product warranties are voided if systems are installed without factory-authorized training.
8. Digitize reserves the right to reuse any or all sections of the design or software in future projects.
9. Custom projects are non-cancelable.
10. All orders are shipped via UPS and are F.O.B. Lake Hopatcong, NJ.
11. It is Digitize corporate policy that all orders are C.O.D., unless other terms are mutually agreed upon before order acceptance.
12. Prices quoted are in effect for 90 days from the date of this proposal.
13. The pricing provided above is based on system configuration. Prices for individual components or partial systems may be different.
14. Digitize reserves the right to change system parts and/or configuration as required, to ensure system operation and integrity.
15. ETL lists the "Model MUXPAD II and Model MUXPAD II-RF contact and serial interface module for use with a listed compatible fire and/or burglary proprietary protected premises unit". Other listings are available at additional cost.
16. The Muxpad II will currently interface to the following FACPs:
 - FCI 7200, 7100, IDA, IDX, FCIE
 - Notifier 1010, 2020, 640, 3030
 - Gamewell 500, 602, 630, 650
 - EST-2, EST-3
 - Simplex 4010, 4100, 4100U, 4120, 4020
 - Selected Spectronics, Firecom, and Mircom FACPs

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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 do not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

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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 employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one-year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant.

Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof.

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Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

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

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.

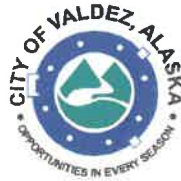
All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

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.

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

VI. Changes:

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

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions that 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) days' 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).

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If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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.

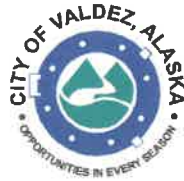
XI. Independent Consultant:

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 that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include 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.

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Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

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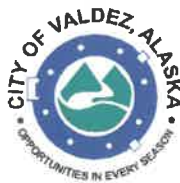


In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days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

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the

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Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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

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City of Valdez
Contract Release Page 1 of 2

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

Project: Emergency Self-Monitoring
Contract Number: 2339

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

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

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

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

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

**Agreement for Professional Services
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City of Valdez
Contract Release Page 2 of 2

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

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____

_____, known to me to be its
_____, and acknowledged to me that he has read this foregoing
RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and
that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he
was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said
corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20____.

Notary Public in and for Alaska

My Commission expires: _____