



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and DOWL, LLC (“Consultant”) is effective on the 17th day of March 2026.

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

**Project: CA Services – Pavement Management Phase IV Meals Avenue
Project No: 25-210-1118
Contract No.: 2472
Cost Code: 310-1118-58000**

Consultant’s project manager under this agreement is Forrester Cook.

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

City’s project manager is Brad Sontag.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in the attached proposal dated February 2, 2026, 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 \$591,938.00

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 720 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
Professional Liability*	\$1,000,000	\$2,000,000

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

ARTICLE 6. Appendices

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

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
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.

DOWL, LLC

Authorized Signature

Printed name

Date: _____

Title: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Nathan Duval, City Manager

Date: _____

RECOMMENDED:

Kasey Walker, Capital Facilities Director

Date: _____

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

Jon S. Wakeland

Date: March 17, 2026

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Appendix A

Scope of Work

BASIC SERVICES

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

The scope of work is more specifically described in the attached proposal dated February 2, 2026, 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.

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 \$591,938.00 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).

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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.

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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.

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

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liability insurance become unavailable during the one-year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

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

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.

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

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

VI. Changes:

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

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

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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). 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.

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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. 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

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Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

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

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

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

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Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

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

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

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.

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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: CA Services – Pavement Management Phase IV Meals Avenue
Project Number: 25-310-1118 / Contract Number: 2472

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.

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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: _____



February 2, 2026

Mr. Brad Sontag
City of Valdez
Capital Projects and Engineering
300 Airport Road, STE 201
Valdez, AK 99686

**Subject: Construction Management Services
Pavement Rehabilitation Phase IV – Project No. 22-310-1115
Robe River Dr and Meals Ave Corridors and Additive Alternates #1 to #6**

Dear Mr. Sontag:

DOWL appreciates the opportunity to submit our proposal to provide construction management services for the Valdez Pavement Rehabilitation Phase IV project. We have prepared this proposal based on your request for assistance, and our services are limited to the Robe River Drive and Meals Avenue corridors and additive alternates #1 to #6. Below is a description of tasks for these services and our assumptions used to establish fees.

SCOPE OF SERVICES

DOWL will administer the construction contract between the City of Valdez (City) and the selected Contractor for the subject project. We propose the following work breakdown structure and duties.

Phase 1 – Preliminary Activities

Phase 1 services commence with receipt of Notice-to-Proceed (NTP) and conclude when the Contractor begins on-site work. DOWL responsibilities for this phase include:

1. Construction contract/risk and project review: (1) contract scope, (2) plan set drawings, details, and notes, (3) City general provisions, (4) construction specifications, (5) City standard drawings, (6) contract special provisions, (7) bid items and quantities, (8) existing wet and dry utilities, (9) geotechnical conditions, (10) pedestrian and vehicular traffic control, (11) milestone dates, (12) insurance and bonding, (13) permits, and (14) key stakeholders.
2. Establish communication and become the main point of contact with the construction Contractor.
3. Project scheduling, subconsultant coordination, logistical planning, and equipment & gear gathering as we prepare to mobilize to site.
4. Safety planning and training.
5. Develop submittal register.
6. Develop materials testing summary and special inspections schedule.
7. Review Contractor submitted work plans, baseline critical path method (CPM) schedule, storm water pollution prevention plan (SWPPP), traffic control plans (TCPs), and other preliminary submittals.
8. Lead preconstruction meeting.

Phase 2 – On-site Contract Administration (CA)

Phase 2 services commence at completion of Phase 1 and conclude when the Contractor approaches Substantial Completion. DOWL responsibilities for this phase include:

1. Interpret, administer, and enforce contract terms, with direction from the City.
2. Provide full-time on-site construction observation.
3. Prepare daily construction inspection reports.
4. Identify or reject nonconforming work.

5. Manage the Contractor submittal process. DOWL will review project execution and closeout submittals for general conformance with the contract documents. Submittal dispositions shall either be approved, approved with revisions, approved with conditions, or rejected/revise & resubmit.
6. Oversee and manage Request for Information (RFI) process. RFI categories include design confirmation, design clarification, information/data request, material/product substitution, and work/scope direction request.
7. Coordinate and manage quality assurance (QA) testing and special inspections.
8. Manage contract scope changes: (1) review Contractor change order requests, (2) develop requests for proposals (RFP) and review Contractor responses, and (3) assist the City execute change orders or contract contingency authorization requests (CAR). DOWL will scope and quantify additional or extra work and we can assist with any change order negotiations.
9. Oversee and manage the project budget including the contract contingency. During the first pay application period, DOWL will begin to track bid item quantities and the cost of construction, the contract contingency, change orders, and total contract price. When scope changes are to be accomplished without a change order, most approved changes will expend (debit) funds from the contract contingency line item and credit that value to the cost of construction. Conversely, DOWL recognizes certain approved changes will debit funds from the cost of construction and credit those funds to the contingency line item.
10. Coordinate and lead recurring Owner-Engineer-Contractor construction progress meetings.
11. Review and recommend payment for Contractor submitted pay applications.
12. Lead critical path method (CPM) schedule reviews.
13. Monitor and inspect Contractor's implementation of erosion and sediment control best management practices (BMPs).
14. Stakeholder coordination and maintenance of a shared construction folder.

Phase 3 – Close-out

Phase 3 services begin at the conclusion of Phase 2 and end when the Contractor reaches project completion.

DOWL responsibilities for this phase include:

1. Coordinate and conduct Substantial Completion inspection.
2. Develop a final punch list.
3. Oversee completion/resolution of all punch list items including required documentation to be submitted by the Contractor.
4. As-built to record drawing Contractor coordination.
5. Develop record drawings.
6. Coordinate and conduct final completion inspection.
7. Prepare and assemble CA close-out documents.

Phase 4 – Additional Contract Administration and Project Manager Site Visits

This phase provides funding for additional work not specified in this scope as requested by the City, and additional DOWL Project Manager site visits as needed.

DELIVERABLES

The close-out package summarizes all DOWL CA deliverables for this project and includes:

- Photo/video records of pre-construction conditions
- Construction contract
- Construction correspondence
- Project permits
- RFI responses and design clarifications

- Change order documentation
- Processed pay requests
- Daily construction inspection reports and photo logs
- Additional pay quantity documentation
- QA testing and special inspection reports
- Submittal records including O&M manuals and warranty documents
- Substantial completion letter and final punch list
- Record drawings
- Contract close-out documentation

TEAM

We propose the following team for this project:

- Project Manager and Resident Engineer: Forrester Cook, PE, PMP
- Field Representative: Roger Wirt
- Special Inspection: Alaska Testlab
- Electrical Inspection: RSA Engineering – David Blubaugh, PE

SCHEDULE

Anticipated milestone deadlines for this project are shown below.

- February 9, 2026 DOWL receives NTP for services in this proposal
- February 19, 2026 Contractor bids due
- May 22, 2026 Preconstruction meeting
- June 1, 2026 Construction work begins
- November 1, 2026 Substantial completion
- June 30, 2027 Final completion

ASSUMPTIONS

1. DOWL will provide on-site observation from contractor ground disturbance until Substantial Completion. We assume this duration will last no more than 21 weeks.
2. The construction Contractor will work no more than six, 11-hour days each week.
3. DOWL's on-site representative is not a Valdez resident. He may travel back to his primary residence or home office every 8-10 weeks for rest and recreation (R&R) breaks or during long holiday weekends.
4. The construction Contractor is responsible for site safety, including their own workforce, subcontracted employees, and any visitors to the site. The Contractor is also responsible to provide DOWL staff safe access to perform their work.
5. The SWPPP prepared by the construction Contractor will require each operator to file a Notice of Intent (NOI) with the Department of Environmental Conservation (DEC). The City is the party with operational control of the plans and specifications. The City will file the NOI and pay the permit fee directly.
6. Deviations from these assumptions may result in renegotiating DOWL compensation.

Mr. Brad Sontag
City of Valdez
February 2, 2026
Page 4 of 4

FEES

DOWL proposes to complete the services described in Phase 1 – 3 on a lump sum basis for the costs listed below. DOWL proposes to establish a \$20K time and materials budget for additional contract administration and PM site visits under Phase 4.

Phase	Cost
Phase 1 – Preliminary Activities	\$ 44,672.00
Tasks to be completed under Pioneer Dr contract	<u>(\$ 24,400.00)</u>
	\$ 20,272.00
Phase 2 – Contract Administration	\$ 493,760.00
Phase 3 – Close-out	\$ 33,522.00
Phase 4 – Additional CA and PM Site Visits (T&M)	\$ 20,000.00
Total	\$ 567,554.00

The DOWL team is ready to begin work immediately, and we are excited for the opportunity to provide owner’s representation and construction management services for another phase of the City’s Pavement Management Program.

Please contact me at 907-978-0726 or fcook@dowl.com with any questions or comments.

Sincerely,
DOWL

Forrester Cook, PE, PMP
Project Manager

Jason Kelly, PE
Senior Project Manager

Attachment: DOWL Fee Summary



Robe River Dr and Meals Ave Corridors and Additive Alternates #1 to #6
City of Valdez
Project No. 22-310-1115
2/2/2026

Summary

Prepared By:
FJC
 Reviewed By:
JK

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
		Hours	Cost			
Phase 1 - Preliminary Activities	A Project Management (scope, schedule, budget mgmt.), Invoicing	28	\$ 5,397.00	\$ -	\$ -	\$ 5,397.00
	B Construction Contract-Risk and Project Review	16	\$ 3,440.00	\$ -	\$ -	\$ 3,440.00
	C Coordination with Contractor/Contractor Management	9	\$ 1,935.00	\$ -	\$ -	\$ 1,935.00
	D Develop Material Summary and Special Inspection Schedule	26	\$ 5,590.00	\$ -	\$ -	\$ 5,590.00
	E Develop Submittal Approval Document	26	\$ 5,590.00	\$ -	\$ -	\$ 5,590.00
	F SWPPP Review and Approval	8	\$ 1,720.00	\$ -	\$ -	\$ 1,720.00
	G Preliminary Submittal Reviews	28	\$ 6,020.00	\$ -	\$ -	\$ 6,020.00
	H Preconstruction Meeting	8	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
	I Scheduling, Logistics	24	\$ 5,160.00	\$ -	\$ -	\$ 5,160.00
	J Field Representative Preparation	20	\$ 4,300.00	\$ -	\$ -	\$ 4,300.00
	K Mobilization	18	\$ 3,870.00	\$ -	\$ -	\$ 3,870.00
	<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____	Subtotal	211	\$ 44,672.00	\$ -	\$ -
Phase 2 - Contract Administration	A Project Management (scope, schedule, budget mgmt.), Invoicing	57	\$ 11,899.00	\$ -	\$ -	\$ 11,899.00
	B Submittals and Shop Drawing Reviews	60	\$ 12,900.00	\$ -	\$ -	\$ 12,900.00
	C On-site Construction Observation & Administration	1260	\$ 315,840.00	\$ 60,621.00	\$ -	\$ 376,461.00
	D Recordkeeping and Documentation	72	\$ 15,480.00	\$ -	\$ -	\$ 15,480.00
	E SWPPP Oversight & Management	8	\$ 1,720.00	\$ -	\$ -	\$ 1,720.00
	F Recurring Progress Meetings	42	\$ 9,030.00	\$ -	\$ -	\$ 9,030.00
	G Design Assistance / Engineering Support for RFIs & COs	56	\$ 11,340.00	\$ -	\$ -	\$ 11,340.00
	H Change Order Processing	24	\$ 5,160.00	\$ -	\$ -	\$ 5,160.00
	I Pay Application Recommendations	12	\$ 2,580.00	\$ -	\$ -	\$ 2,580.00
	J Coordination with Contractor/Contractor Management	21	\$ 4,515.00	\$ -	\$ -	\$ 4,515.00
	K Ad Hoc Correspondence and Meetings	30	\$ 6,100.00	\$ -	\$ -	\$ 6,100.00
	L ATL Sub	-	\$ -	\$ -	\$ 27,500.00	\$ 27,500.00
	M RSA Sub	-	\$ -	\$ -	\$ 9,075.00	\$ 9,075.00
<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____	Subtotal	1642	\$ 396,564.00	\$ 60,621.00	\$ 36,575.00	\$ 493,760.00



Robe River Dr and Meals Ave Corridors and Additive Alternates #1 to #6
City of Valdez
Project No. 22-310-1115
2/2/2026

Summary

Prepared By:
FJC
 Reviewed By:
JK

Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 3 - Close-out	A	Project Management (scope, schedule, budget mgmt.), Invoicing	10	\$ 1,972.00	\$ -	\$ -	\$ 1,972.00
	B	Develop Close-out Documentation Summary/Checklist	20	\$ 4,300.00	\$ -	\$ -	\$ 4,300.00
	C	Contractor As-built Coordination	16	\$ 3,440.00	\$ -	\$ -	\$ 3,440.00
	D	Substantial Completion Inspection	20	\$ 4,300.00	\$ -	\$ -	\$ 4,300.00
	E	Final Punch Lists	10	\$ 2,150.00	\$ -	\$ -	\$ 2,150.00
	F	Demobilization	12	\$ 2,580.00	\$ -	\$ -	\$ 2,580.00
	G	Record Drawings	48	\$ 9,620.00	\$ -	\$ -	\$ 9,620.00
	H	COV Close-out Package Development	24	\$ 5,160.00	\$ -	\$ -	\$ 5,160.00
	<input type="checkbox"/> T&M <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____		Subtotal	160	\$ 33,522.00	\$ -	\$ -
Phase 4 - Additional CA & PM Site Visits	A	Additional Construction Administration	28	\$ 5,880.00	\$ -	\$ -	\$ 5,880.00
	B	PM Site Visits	55	\$ 11,825.00	\$ 2,279.00	\$ -	\$ 14,104.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____		Subtotal	83	\$ 17,705.00	\$ 2,279.00	\$ -
TOTAL			2096	\$ 492,463.00	\$ 62,900.00	\$ 36,575.00	\$ 591,938.00