



City of Valdez
Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and SHANNON & WILSON, INC. (“Consultant”) is effective on the ___ day of June, 2024.

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

Project: HHES Site Characterization Activities
Project No: 24-350-1601
Contract No.: 2223
Cost Code: 350-0310-55000.1601

Consultant’s project manager under this agreement is Dan McMahon.

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

City’s project manager is Scott Benda.

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 \$91,969.

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 730 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



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

Agreement for Professional Services
Project: HHES Site Characterization Activities
Project No. 24-350-1601
Contract No. 2223
Cost Code: 350-0310-55000.1601



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.

SHANNON & WILSON, INC.

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

John Douglas, City Manager

Printed name

Date: _____

Date: _____

ATTEST:

Title: _____

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: _____

Date: _____

Mailing Address

RECOMMENDED:

City, State, Zip Code

Nathan Duval, Capital Facilities Director

Date: _____

Signature of Company Secretary or Attest

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Date: _____

Jon S. Wakeland

Date: _____

Agreement for Professional Services
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Appendix A

Scope of Work

BASIC SERVICES

Provide all professional services necessary to provide the City of Valdez: Prepare a work plan, advancing soil borings, install soil vapor points and monitoring wells, collect soil, soil vapor, and quarterly groundwater analytical samples, manage investigation-derived waste (IDW) and provide reports.

The scope of work is more specifically described in the attached proposal dated April 22, 2024 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 \$91,969 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).

April 22, 2024

Mr. Scott Benda
City of Valdez
300 Airport Road, Suite 201
Valdez, AK 99686

RE: PROPOSAL FOR ADDITIONAL SITE CHARACTERIZATION ACTIVITIES, HERMON HUTCHENS ELEMENTARY SCHOOL, 1009 WEST KLUTINA STREET, VALDEZ, ALASKA

Dear Mr. Benda:

We are pleased to submit herein our proposal to conduct additional site characterization activities at the Hermon Hutchens Elementary School (HHES) located at 1009 West Klutina Street in Valdez, Alaska. Two Alaska Department of Environmental Conservation (ADEC) contaminated sites identified as “Hermon Hutchens Elementary School UST 2” (ADEC File No. 2264.26.021) and “Hermon Hutchens Elementary School Admin Building” (ADEC File No. 2264.38.044) are located at the site. An ADEC-listed spill site (No. 23229920601) is also located at the Property.

BACKGROUND

Two underground storage tanks (UST) were removed from the site in 2017. The tanks were located adjacent to a “Generator Building” and an “Administrative Building”. During the UST removals, impacted soil was excavated and landfarmed offsite. In October 2019, Shannon & Wilson conducted release activities at the site. The project included advancing Borings B1 through B3, which were completed as Monitoring Wells MW1 through MW3, respectively, and collecting soil and groundwater samples. Boring B2, which was advanced adjacent to the Generator Building, contained maximum 363 milligrams per kilogram (mg/kg) diesel range organics (DRO) exceeding the applicable ADEC cleanup level of 230 mg/kg. The remaining soil and groundwater samples did not exceed the applicable ADEC cleanup levels.

Shannon & Wilson collected soil samples from the landfarm and groundwater samples from the monitoring wells in 2021. The soil and groundwater samples did not contain contaminant samples exceeding the ADEC cleanup levels. In a letter dated April 15, 2022, the ADEC requested the preparation of a conceptual site model (CSM) and an evaluation of cumulative risk, in order to evaluate the site for closure.

Following review of our September 20, 2022 *Cumulative Risk Evaluation and Conceptual Site Model, Hermon Hutchens Elementary School, 1009 West Klutina Street, Valdez, Alaska*, Ms.

Brandi Tolsma of the ADEC concluded that groundwater contamination at the site has not been fully delineated. Ms. Tolsma requested that additional monitoring wells be installed and sampled quarterly for at least one year to evaluate groundwater. In addition, since the elementary school, generator building, and admin building are located within 30 feet of the documented soil contamination, she requested that the vapor intrusion pathway be evaluated.

An approximately 8,000-gallon heating fuel aboveground storage tank (AST) is located north of the facility's Generator Building. The AST supplies fuel to a generator via aboveground piping. On July 25, 2023, City of Valdez personnel observed that the piping was leaking, adjacent to the north exterior wall of the Generator Building. City of Valdez conducted initial cleanup activities which included excavating approximately 5 cubic yards (cy) of material. The soil was transported to the City of Valdez's Baler Facility located at 500 South Sawmill Road.

Shannon & Wilson subsequently conducted site characterization and cleanup activities. The project included collecting soil samples from the cleanup excavation and applying an in-situ chemical oxidation (ISCO) product to the excavation, and collecting a groundwater sample from Well MW2. Analytical soil results from the excavation contained concentrations of DRO, naphthalene 1,2,4-trimethylbenzene, and/or 1,3,5-trimethylbenzene at concentrations greater than the ADEC Method Two cleanup levels. The remaining tested analytes were either reported as non-detect or at concentrations below the applicable ADEC cleanup levels. Groundwater analytical results from Well MW2 contained concentrations of gasoline range organics (GRO), DRO, chloromethane, 1-methylnaphthalene, 2-methylnaphthalene, fluoranthene, and naphthalene below the ADEC Table C cleanup levels. These results were consistent with historical results.

SCOPE OF WORK

The project will consist of preparing a work plan, advancing soil borings, installing soil vapor points and monitoring wells, collecting soil, soil vapor, and quarterly groundwater analytical samples, managing investigation-derived waste (IDW), and reporting. Discovery Drilling, Inc. (Discovery) will provide the equipment and personnel to advance the borings and install the soil vapor points and monitoring wells. Soil and groundwater samples will be submitted to SGS North America Inc. (SGS) for laboratory analysis. Soil vapor samples

will be submitted to Eurofins Air Toxics, LLC (Eurofins). If applicable, IDW will be treated and disposed of by US Ecology.

Task 1- Work Plan Preparation

Upon authorization to proceed, Shannon & Wilson will prepare a work plan which will be submitted to the ADEC. The additional site characterization activities will not proceed until ADEC approval is received. We assume we will respond to one round of comments from the ADEC.

Task 2- Field Activities

At least three days prior to advancing the soil vapor points and soil borings, the utility locate center and the City of Valdez will be contacted to mark buried utilities within the project area and identify potential conflicts such that the proposed boring locations can be adjusted, if necessary.

Soil Vapor Points

Three soil vapor points will be installed using a GeoProbe® direct push rig to depths of approximately 2 feet below ground surface (bgs) during the first field effort. Each soil vapor point will consist of a 3/8-inch diameter, 6-inch-long steel screen connected to 0.25-inch outer diameter (OD) Teflon-lined tubing and a drive point tip. Silica sand will be placed from the bottom of the hole to approximately 6 inches above the screen. Hydrated bentonite chips will be placed on top of the sand pack to approximately 0.5-foot bgs. Silica sand will be placed on top of the bentonite seal. A flush-mount protective monument will be installed around each soil vapor point and embedded in asphalt or the surrounding soil, as appropriate.

To allow for the sealant at the surface around the probes to cure and the subsurface conditions to equilibrate, the soil vapor points will be sampled during the second quarterly groundwater sampling event. Sampling procedures will be in accordance with the DEC's 2017 *Vapor Intrusion Guidance* and will include leak detection. Prior to sampling, a leak detection apparatus will be set up over the soil gas probes. A leak detection hood will be set up over each soil vapor point and the point will be connected through the leak detection hood to a pumping train. Prior to connecting the summa canister, a shut-in test will be conducted by evacuating the lines in the above-ground sample train, shutting the vacuum in by closing the valves on opposite ends of the sample train, and then observing whether there is an observable loss of vacuum. If a vacuum leak is observed the fittings will be

tightened until the vacuum in the sample train does not noticeably dissipate. A leak test will then be initiated within the leak detection hood using a helium tracer. The leak detection test will continue for the duration of the pumping and sampling effort.

The soil gas sampling process will begin by purging 3 to 5 dead-space volumes of soil gas from the sampling train with an air pump and flow meter. The dead space volume will be estimated by summing the internal volume of the tubing between the probe tip and the sampling devices, and the annular space around the probe tip. The dead-space volumes will be removed using a pump and regulated with a flow meter to determine when purging is complete. Soil gas samples will be collected from each soil vapor point. The analytical samples will be collected using 1-liter summa canisters and dedicated ¼-inch diameter Teflon-lined tubing. Following purging, soil gas samples will be obtained using the summa canister sampling assembly attached to a 3-way valve. Four soil gas samples, one from each soil vapor point plus one field duplicate, will be collected and submitted to Eurofins for analysis of VOCs by EPA Method TO-15.

Soil Borings

Discovery will advance three soil borings utilizing a track mounted drill rig. The borings will be advanced until groundwater is encountered, which is assumed to be approximately 20 feet below ground surface (bgs). Field screening samples will be collected at 2-foot intervals using large diameter split spoons until groundwater is encountered. Each soil sample will be visually described and "screened" for volatile compounds using a photoionization detector (PID) and ADEC-approved headspace screening techniques. Two analytical soil samples will be collected from each boring and submitted for analysis. The samples will be collected from the interval just above the soil/water interface and from the sample interval with the highest PID measurement.

Each sample will be analyzed for DRO by Alaska Method (AK) 102, residual range organics (RRO) by AK 103, volatile organic compounds (VOCs) by Environmental Protection Agency (EPA) Method 8260D, and polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270D SIM. For quality control purposes, a duplicate sample and one trip blank will be submitted for analysis.

Monitoring Wells

Borings B4 through B6 will be completed as Wells MW4 through MW6. The wells will be constructed of 2-inch nominal inside diameter 40 polyvinyl chloride (PVC) pipe with

threaded connections. The lower portion of the wells will consist of an approximately 10-foot section of 0.010-inch slotted well screen. The screen will extend approximately 5-feet below the soil/groundwater interface. A continuous sand pack will be used to backfill around the well screen to 1 to 2 feet above the screened section. Hydrated bentonite chips will be used to backfill the boreholes from the top of the sand packs to approximately 2 feet bgs to create a seal. Flush-mount protective casings will be used around the monitoring wells and finished with concrete to match the surrounding grade.

The groundwater monitoring wells will be developed at least 24 hours following well installation. Water quality parameters will be collected to evaluate the effectiveness of the development process. The wells will be developed using alternating 3 to 5-minute cycles of surging and purging using a surge block and submersible pump. Development will be considered complete when water quality parameters have stabilized, 25-gallons of water removed, or 3 hours of effort per well is expended. Following development/purging, groundwater samples will be collected from the two newly installed wells and the one existing well.

One analytical groundwater sample will be collected from each newly installed well. In addition to the newly installed wells, preexisting Wells MW1, MW2, and MW3 will also be sampled. The samples will be analyzed for DRO by AK 102, RRO by AK 103, and VOCs by EPA Method 8260D, and PAHs by EPA Method 8270D SIM. For quality control purposes, one duplicate sample and one trip blank will be submitted for analysis.

Shannon & Wilson personnel will conduct a level loop survey of the monitoring wells to determine the top-of-casing elevations of the groundwater monitoring wells relative to a temporary benchmark with an elevation designated 100.00 feet. The elevations will be surveyed to an accuracy of 0.01 foot. In addition, the horizontal positions of the wells will be recorded using swing tie measurements to site features.

Task 3 – Quarterly Groundwater Monitoring

Three additional quarterly groundwater sampling events will be conducted following the first sampling event. During each event, groundwater samples will be collected from Well MW1 through MW6. Low-flow purging will be used to collect the samples. Prior to sampling, a depth-to-water measurement will be collected from the wells using an electronic water-level indicator. The wells will be purged and sampled using a submersible pump and disposable tubing. The submersible pump will be placed within the top 2 feet of

the groundwater column. Purging will be considered complete when stabilization criteria are met over three successive readings. If water quality measurements do not stabilize within one hour, and at least three well volumes have been removed, purging will be stopped, and the well will be sampled when the groundwater has recovered to at least 80 percent of the pre-purge volume.

One analytical sample will be collected from each well and analyzed for DRO by AK 102, RRO by AK 103, and VOCs by EPA Method 8260D, and PAHs by EPA Method 8270D SIM. For quality control purposes one trip blank and duplicate sample will be submitted for analysis per sampling event.

Task 4 – Investigation-Derived Waste Disposal

IDW will consist of development/purge water and soil cuttings. Water generated during monitoring well development and sampling will be containerized in 55-gallon drums, labeled, and stored onsite pending analytical results. The drill cuttings from the boreholes will be containerized in labeled 55-gallon drums and stored on site pending analytical results. If the groundwater and/or soil samples contain concentrations greater than the applicable ADEC cleanup levels, prior approval will be obtained from ADEC to transport and treat the water and/or drill cuttings. If contaminant concentrations do not exceed the applicable ADEC cleanup levels, the water and/or soil will be discharged and/or landspread on an unpaved portion of the property, following ADEC approval.

For cost planning purposes, we assume the drill cuttings and development/purge water will require off-site disposal and treatment by US Ecology. IDW disposal receipts will be included in the summary report, if applicable.

Task 5 - Reporting

A report summarizing the field activities will be prepared. The report will contain a summary of field work conducted, tabulated analytical results, boring logs, field notes, laboratory data quality review checklists, and conclusions/recommendations, as appropriate.

SCHEDULE

The work plan can be submitted within two weeks of notice to proceed. The first field effort will be conducted over three days. The remaining quarterly groundwater sampling events

will be conducted in one day, approximately 3 months apart. Our final report will be submitted to you within four weeks following receipt of the analytical results.

ESTIMATED COSTS AND CONDITIONS FOR SERVICES

We are prepared to conduct the above-described project on a time and materials basis in accordance with the attached Summary Cost Estimate. It is assumed that the terms and conditions for our services will be in accordance with a mutually agreed upon contract. We are also including *Important Information About Your Geotechnical/Environmental Proposal* to help you understand the nature and extent of our service.

If you have any questions or comments, or wish to revise the scope of our services, please contact Dan McMahon at 907-433-3223 or the undersigned at (907) 433-3228.

Sincerely,

SHANNON & WILSON

Alec Rizzo
Environmental Staff

Enc. Summary Cost Estimate
Important Information about your Geotechnical/Environmental Proposal

SUMMARY COST ESTIMATE**Additional Site Characterization Activities****COSTS**

Task 1 - Work Plan Preparation

Shannon & Wilson

Vice President	3	hr.	@	\$250	/hr.	=	\$750
Engineer/Geologist IV	24	hrs.	@	\$125	/hr.	=	\$3,000

\$3,750

Tasks 2 and 3 - Site Characterization and Quarterly Groundwater Sampling

Site Characterization Efforts and First Quarterly Sampling Event

\$40,703

Shannon & Wilson

Vice President	4	hrs.	@	\$250	/hr.	=	\$1,000
Engineer/Geologist IV	50	hrs.	@	\$125	/hr.	=	\$6,250
Project Coordination	2						
Utility Locates	3						
Soil Borings/Monitoring Well Install	9						
Soil Vapor Point Install	6						
Well Development and Sampling	18						
Travel To/ From Site	12						
Per Diem	5	days	@	\$60	/day	=	\$300
Lodging	4	nights	@	\$410	/night	=	\$1,640
Vehicle	5	days	@	\$150	/day	=	\$750
S&W Expenses (Sampling Equipment etc.)	3	days	@	\$150	/day	=	\$450

Discovery Drilling, Inc.

Mobilization/Demobilization					Lump Sum	=	\$6,248
Environmental Drilling Services	1	day	@	\$7,062	/day	=	\$7,062
Well Materials	3	wells	@	\$1,485	ea.	=	\$4,455
Vapor Point Materials	3	points	@	\$704	ea.	=	\$2,112
55-gallon Drums	10	drums	@	\$319	ea.	=	\$3,190

SGS North America Inc.

Soil Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193
Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193

SUMMARY COST ESTIMATESecond Quarterly Sampling Event and Soil Gas Sampling

\$16,075

Shannon & Wilson

Vice President	1	hrs.	@	\$250	/hr.	=	\$250
Engineer/Geologist IV	30	hrs.	@	\$125	/hr.	=	\$3,750
Project Coordination	3						
Well Sampling	6						
Well Survey	3						
Soil Vapor Point Sampling	6						
Travel To/ From Site	12						
Per Diem	4	days	@	\$60	/day	=	\$240
Lodging	3	nights	@	\$410	/night	=	\$1,230
Engineer/Geologist III	27	hrs.	@	\$115	/hr.	=	\$3,105
Well Sampling	6						
Well Survey	3						
Soil Vapor Point Sampling	6						
Travel To/ From Site	12						
Per Diem	4	days	@	\$60	/day	=	\$240
Lodging	3	nights	@	\$410	/night	=	\$1,230
Vehicle	4	days	@	\$150	/day	=	\$600
S&W Expenses (Sampling Equipment etc.)	2	days	@	\$150	/day	=	\$300

SGS North America Inc.

Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193

Eurofins Air Toxics

Soil Vapor Samples (4 samples and 1 duplicate)							
VOCs - EPA TO-15	4	samples	@	\$179	ea.	=	\$716
1 Liter Summa Cannister	4	samples	@	\$44	ea.	=	\$176
Soil Gas Manifold	4	manifolds	@	\$39	ea.	=	\$156
Gauge Vacuum	1	vacuum	@	\$19	ea.	=	\$19
Fittings	4	fittings	@	\$7	ea.	=	\$28
Duplicate Sampling T	1	sampler	@	\$12	ea.	=	\$12
Shipping Costs					Lump Sum	=	\$400

SUMMARY COST ESTIMATE

<u>Third Quarterly Sampling Event</u>							\$8,623
Shannon & Wilson							
Engineer/Geologist IV	26	hrs.	@	\$125	/hr.	=	\$3,250
Project Coordination	2						
Well Sampling	12						
Travel To/ From Site	12						
Per Diem	3	days	@	\$60	/day	=	\$180
Lodging	2	nights	@	\$410	/night	=	\$820
Vehicle	3	days	@	\$150	/day	=	\$450
S&W Expenses (Sampling Equipment etc.)	2	days	@	\$150	/day	=	\$300
SGS North America Inc.							
Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193
<u>Fourth Quarterly Sampling Event</u>							\$8,623
Shannon & Wilson							
Engineer/Geologist IV	26	hrs.	@	\$125	/hr.	=	\$3,250
Project Coordination	2						
Well Sampling	12						
Travel To/ From Site	12						
Per Diem	3	days	@	\$60	/day	=	\$180
Lodging	2	nights	@	\$410	/night	=	\$820
Vehicle	3	days	@	\$150	/day	=	\$450
S&W Expenses (Sampling Equipment etc.)	2	days	@	\$150	/day	=	\$300
SGS North America Inc.							
Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193
Task 4 - Investigation-Derived Waste Management							\$8,195
Shannon & Wilson							
Vice President	1	hr.	@	\$250	/hr.	=	\$250
Engineer/Geologist IV	4	hrs.	@	\$125	/hr.	=	\$500
US Ecology							
Labor and Per Diem	1	lump sum	@	\$2,099	ea.	=	\$2,099
Truck	1	day	@	\$514	/hr.	=	\$514
Manifest	1	lump sum	@	\$66	ea.	=	\$66
Disposal							
Impacted Groundwater	4	drums	@	\$191	ea.	=	\$764
Impacted Soil	6	drums	@	\$427	ea.	=	\$2,562
ESIC Fee	1	fee	@	\$1,440	ea.	=	\$1,440
Task 5 - Report Preparation							\$6,000
Shannon & Wilson							
Vice President	4	hrs.	@	\$250	/hr.	=	\$1,000
Engineer/Geologist IV	40	hrs.	@	\$125	/hr.	=	\$5,000
ESTIMATED TOTAL:							\$91,969

Important Information About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the GBA, Silver Spring, Maryland

Agreement for Professional Services
Project: HHES Site Characterization Activities
Project No. 24-350-1601
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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.

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.

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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.

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). If the City terminates this

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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. Any re-use the City might make of these work products shall be at the City's own risk and the

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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.

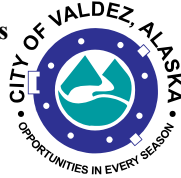
The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

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.

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

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- 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: HHES Site Characterization Activities
Project Number: 24-350-1601/ Contract Number: 2223

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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City of Valdez
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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: _____