



City of Valdez
Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and RSA Engineering INC (“Consultant”) effective on the 2nd day of January, 2018.

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

Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715

Consultant’s project manager under this agreement is Davin Blubaugh.

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

City’s project manager is Laura Langdon.

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

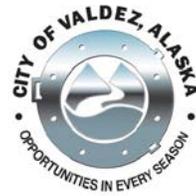
2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

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

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

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

ARTICLE 7. Miscellaneous

7.1 To the extent that any provision contained within the "Standard Terms and Conditions", comprised of 1 page, appended to the attached proposal of Consultant dated December 14, 2017, conflict with any other provision of this Agreement, such other provision of this Agreement shall control and govern.

Agreement for Professional Services
Project: VCT Electrical Repairs
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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.

RSA ENGINEERING, INC.

BY: _____
DATE: _____
TITLE: _____
FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest
Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Ruth E. Knight, Mayor
Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk
Date: _____

Elke Doom, City Manager
Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director
Date: _____

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

Anthony S. Guerriero
Date: _____



Appendix A Scope of Work

BASIC SERVICES

Provide all engineering and support services necessary to provide the City of Valdez:

The scope of work is more specifically described in the attached proposal dated December 14, 2017.

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 \$81,515.00 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 A (Appendix C).

December 12, 2017
Revised December 14, 2017

City of Valdez – Capital Facilities
PO Box 307
Valdez, AK 99686

ATTENTION: Laura Langdon

Dear Laura,

REFERENCE: **Valdez Container Terminal Electrical Upgrades
Electrical Engineering Fee Proposal**

RSA Engineering is pleased to offer a **revised** fee proposal for electrical engineering services for the referenced project. We have based our scope of work on our scoping visit and report dated November 17, 2017, along with the following assumptions:

- The City of Valdez (COV) is looking to perform various electrical upgrades at the Valdez Container Terminal (VCT). These upgrades include electrical safety upgrades, new electrical distribution equipment, additional refrigerated van (reefer) receptacles, and a new standby diesel generator. The upgrades are described in detail within RSA's 11/17/17 Site Visit Report, and prioritized under Part A.7.v of the report.
- Per previous discussions with the COV, the electrical upgrades will be split into separate tasks to accommodate available funding. Our breakdown of the tasks will be as follows (reference RSA's 11/17/17 site visit report):
 - Task 1 – Electrical Distribution Upgrades – This task will include Priority Items #1 (Dock Electrical), #2 (Electrical Distribution Equipment), #3 (NFPA Arc Flash Study) and #4 (Maintenance Building Exterior Electrical Equipment).
 - Task 2 – Reefer Receptacle Additions – This task consists of Priority Item #5 (Additional Reefer Receptacles). RSA's design will be specified around ESL Power Systems' Modular Reefer Sharing Unit.
 - Task 3 – Generator Addition – This task consists of Priority Items #7 (Standby Diesel Generator) and #8 (Transfer Switch Scheme).
- We have included pre-design and plan-in-hand site visits to perform a detailed inspection of the facility and to document as-built conditions. The pre-design site visit is anticipated to be an overnight, two day site visit. The plan-in-hand site visit will be a single day trip only. Costs associated with these site visits have been included within Task 1.
- For each task, RSA will provide bound CSI type specifications. RSA assumes the COV will provide the front end specifications for each task.
- For each task, RSA will provide a set of drawings at 65% for City review and commenting. Upon addressing any questions/comments, RSA will provide an electronic set of signed Construction Drawings and bound specifications for the City's bidding use.
- **Estimated schedule for RSA design would be to provide the 65% submittal on or before March 9, 2018 and the final Construction documents on or before April 20, 2018.**
- **Per the COV request, RSA has added a 65% cost estimate for each Task to assist with COV funding requests. HMS will provide the cost estimates based on our 65% drawings.**

Exclusions:

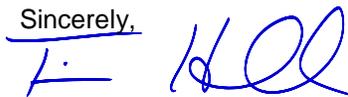
- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Surveying and mechanical/civil/structural engineering services are not included in our fee proposal at this time as we assume these services will not be required. The COV has informed RSA that they can provide a site surveyor under a separate contract if needed.
- We have excluded Construction Administration (CA) phase services (bid phase assistance, submittal review, DCVR review/response, one final completion inspection, O&M manual review, and preparation of record drawings based upon contractor generated markups) from our proposal at this time. RSA understands that the COV is unsure how this project will be packaged and bid at this time. Once this information is known, RSA will provide a separate CA proposal for the work.
- Commissioning services, LEED services, ~~and cost estimation~~ services are not included in our proposal at this time. If these services are desired in the future, we propose to negotiate costs for the work at that time.

RSA proposes to provide the above services based upon the following lump sum fees:

Task 1 – Electrical Distribution Upgrades	Fee	Included Expenses
65% Design Drawings	\$ 17,346	\$ 1,100
65% <i>Cost Estimate (HMS)</i>	\$ 5,018	
100% Construction Documents	\$ 12,339	\$ 739
Task 1 Total	\$ 34,703	
Task 2 – Reefer Receptacle Additions	Fee	
65% Design Drawings	\$ 12,865	
65% <i>Cost Estimate (HMS)</i>	\$ 1,608	
100% Construction Documents	\$ 8,620	
Task 2 Total	\$ 23,093	
Task 3 – Generator Addition	Fee	
65% Design Drawings	\$ 13,645	
65% <i>Cost Estimate (HMS)</i>	\$ 1,344	
100% Construction Documents	\$ 8,730	
Task 3 Total	\$ 23,719	
GRAND TOTAL	\$ 81,515	

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We have attached a copy of our Standard Terms and Conditions to provide guidelines for contractual issues in the absence of a formal contract for this project. We look forward to working with you on this project.

Sincerely,



Timothy E. Hall, P.E.
President

db/teh/hhm
17-0706R1/P17-409
Attachment

Accepted for the City of Valdez

RSA Engineering, Inc – Standard Terms and Conditions

This document is intended to provide guidelines for contractual issues in the absence of a contract supplied by our client.

Performance:

RSA Engineering, Inc., herein known as RSA and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to RSA's performance, unless agreed in writing. RSA is not a guarantor of the project to which its services are directed, and responsibility is limited to work performed for the client. RSA is not responsible for acts and omissions of the client, nor for third parties not under its direct control. RSA shall not be liable for any reason for any special, indirect or consequential damages including loss of use and/or loss of profit. RSA may rely upon information supplied by the client engaging RSA and its contractors or its consultants without independent verifications.

Ownership of Documents:

Documents prepared under this agreement are Instruments of Service for the sole use and benefit of the Owner. RSA retains a property interest in the work products including rights to copy and reuse. RSA grants the Owner a perpetual and non-transferrable license to reproduce the Instruments of Service for their intended use, including the right to reproduce for construction, upkeep, operation and maintenance. RSA will incur no liability from the unauthorized use or modification of the Instruments of Service for other than their original purpose without RSA's written permission. RSA's signatures, professional seals and dates shall be removed from the Instruments of Service when these documents are used for other than their intended purposes.

Governing Law:

This contract shall be governed by the laws of the State of Alaska, and any lawsuits brought thereon shall be filed at the Judicial District Court in Anchorage, Alaska.

Insurance:

RSA maintains errors and omission insurance (claims made basis), commercial general liability insurance, automobile liability insurance and workers compensation and employer's liability insurance for employees performing work under this contract.

Indemnity:

RSA shall indemnify, defend and hold the client, agents and employees harmless from and against any and all claims, demands, suits, liability of any nature under this agreement resulting from negligent acts, errors or omissions of RSA, RSA's officers, agents, and subconsultants who are directly responsible to RSA. RSA is not required to indemnify, defend or hold harmless the client for a claim of, or liability for, independent negligent acts, errors, or omissions of the

client. If there is a claim of, or liability for, a joint negligent act, error or omission of RSA and the Client, the indemnification, defense and hold harmless obligation of this agreement shall be apportioned on a comparative fault basis.

Dispute Resolution:

Prior to initiating court action, RSA and the client shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Anchorage, Alaska. Such notice shall be within the statutory time limit for commencing a legal action involving the controversy. The independent third party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

If the parties do not resolve a dispute through mediation, binding dispute resolution shall be through litigation in a court of competent jurisdiction in Anchorage, AK.

Proposals:

Proposals expire 90 days after submission to a client unless a different expiration limit is included in the proposal. RSA may withdraw or modify a proposal at any time prior to acceptance by the client.

Payments:

Payments for RSA Services shall be made after client's approval of RSA submission and invoice. Client shall review and approve each submission and invoice and shall pay the invoice amount within 30 days (or other agreed upon timetable) of approval. If the owner does not approve a submission it shall be returned to RSA for revision.

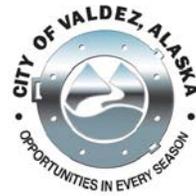
Invoicing:

RSA will invoice on a monthly basis. All invoices shall be due and payable upon receipt. Interest charges of 1.5% per month may be assessed for unpaid balances beyond 120 days past due unless other arrangements are made. In the event billing is on a pay when paid basis, RSA and the client agree to six months past due prior to assessing interest charges unless other arrangements are made. It is agreed that in the event of failure of the client to make payments in compliance with this agreement, RSA, at its option, may terminate all services in connection with this agreement.

Termination:

This contract may be terminated by either party upon 30 days written notice, should the other party fail to substantially perform in accordance with the terms and conditions herein. In the event of termination the consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred. RSA reserves the right to complete analysis and records as are necessary to put files in order, and were considered by us necessary to protect our professional reputation.

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
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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 does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



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 employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which 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.

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.

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



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 which 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 of 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) day's 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 to 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

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



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

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



the propose 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 which subcontract amount exceed \$50,000.

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 with 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 with 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:

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



- The provisions of this Agreement which 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 which the Consultant may possess to support the claim(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 fraudulent as to the claim unless, with 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.

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 which does not otherwise exist without regard to this Agreement.

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
Contract No.: 1341
Cost Code: 350-0310-58000.1715



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 their payment 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.

Agreement for Professional Services
Project: VCT Electrical Repairs
Project No: 17-350-1715
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Appendix D
Standard Labor Rates

2017 Fee Schedule

Principal Engineer	\$210.00/hour
Richard S. Armstrong, P.E. Timothy E. Hall, P.E. Roger L. Weese, P.E., RCDD Mark Frischkorn, P.E.	
Associate Principal Engineer	\$180.00/hour
Xuan P. Ta, P.E. Channing P. Lillo, P.E, LC Ralph DeStefano, P.E., LEED Brian Pekar, P.E., LEED	
Senior Engineer	\$150.00/hour
Brian J. Riggan, P.E. Soo Loewen, P.E., LEED Brian Player, P.E. Adam Wilson, P.E., LEED, CEA Davin Blubaugh, P.E., LEED Tyler Gray, P.E.	
Project Engineer	\$130.00/hour
Jeremy Maxie, P.E., RCCD, LC A.J. Schirack, P.E., BSME	
Senior Designer	\$125.00/hour
Warren Williams, AAS James Bennetts Mark Moorhead	
Staff Engineer II	\$110.00/hour
Patrick Collins, BSEE Michael Spano, BSEE Dustin McCleskey, BSME Mark J. Clifton, BSEE Bannie Forster, BSEE Bill Price, BSME Frank Silberer, BSEE Eric Rodgers, BSME Milaud Baumgartner, BSME Samuel Ratnasigamani, BSME, LEED BD+C Rick Miller, BSME	
Staff Engineer I	\$100.00/hour
Cheyenne Alabanzas, BSME Kasey Privett, BSEE Matthew Malecha, BSME Evan Olson, BSEE	
Designer	\$90.00/hour
Robin W. Madren, AAS Chris Rude Jason Reynolds	
AutoCAD Drafter	\$75.00/hour
Alan Notestine Arin Wooster Spring O'Connor	
Administrative	\$65.00/hour
Laurel Chappel, BA, MBA Lori Gaither Karma Torres, BA Heather Mahaney Annie Weber	

NOTE: If personnel are promoted to higher position, the applicable title rate will be billed.