



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Bettisworth North Architects and Planners, Inc.

(“Consultant”) effective on the 6th day of February, 2018.

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

**Project: New Valdez Fire Station Programming & Site Development Services
Project No: 18-310-1634
Contract No.: 1351
Cost Code: 310-1634-58000**

Consultant’s project manager under this agreement is Roy Rountree.

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.

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

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ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

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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.

Bettisworth North Architecture

**CITY OF VALDEZ, ALASKA
APPROVED:**

BY: _____

Ruth E. Knight, Mayor

DATE: _____

Date: _____

TITLE: _____

ATTEST:

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Mailing Address

Elke Doom, City Manager

Date: _____

City, State, Zip Code

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

Signature of Company Secretary or Attest

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

Date: _____

Jon S. Wakeland

Date: _____

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Appendix A

Scope of Work

BASIC SERVICES

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

1. Review of fire station deficiency and needs summary.
2. Develop a draft space listing and room data sheet diagrams for all spaces.
3. Tour existing facilities and the three shortlisted sites.
4. Update draft space listing/room data sheets showing the requirements for each function in the new station, required adjacencies and equipment requirements.
5. Evaluation criteria and site analysis of three shortlisted sites with recommendation ranking.
6. Concept building & site diagrams.
7. ROM estimate for a fire station located at each of the three sites.

The scope of work is more specifically described in the attached proposal dated January 24, 2018.

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 \$49,247 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).

MEMORANDUM

DATE January 24, 2018

TO Nathan Duval, Capital Facilities Director
City of Valdez

FROM Roy Rountree, Principal

PROJECT NO. Na

SUBJECT Valdez Fire Station
Programming and Site Concept Design Services

Dear Nathan,

Thank you for the opportunity to assist the city of Valdez and Fire Department Team with the programming and site selection process for the proposed Valdez Fire Station. We are very happy to be able to help the City move forward with the Fire Station Planning.

I have outlined the following scope and process we feel is necessary to define the fundamental parameters for a new fire station size, orientation and site utilization. The culmination of this first step in the process would be a programming, site concept study, evaluation of (3) shortlisted sites, and a ROM estimate that you could use for funding justification and obtaining an A/E team for the Schematic-Construction Documents phases. We understand the preferred goal of the programming process is to complete this effort by March if possible.

Our design team for this step will be Bettisworth North and TCA Architecture. As you know, we have teamed on approximately 8 fire stations projects in the State of Alaska and have a good working relationship, using BNAPs knowledge of the Alaskan requirements for buildings, and TCA's knowledge and expertise in emergency response facilities.

We see the deliverables for this concept and programming study to include the following:

1. Review of fire station deficiency and needs summary provided by the city of Valdez.
2. Develop a draft space listing and room data sheet diagrams for all spaces based on the preliminary needs summary received on 1/18/18 as a basis for discussions during our on-site interviews.

212 FRONT STREET FAIRBANKS, ALASKA 99701
PHONE >> (907) 456-5780 FAX >> (907) 451-8522

2600 DENALI STREET SUITE 710 ANCHORAGE, ALASKA 99503
PHONE >> (907) 561-5780 FAX >> (907) 562-5780

WWW.BETTISWORTHNORTH.COM

3. Tour existing facilities and (3) shortlisted sites to gain familiarity of building and site related issues to be addressed in the programming and site selection process.
4. Based on on-site discussions, update draft space listing and room data sheets showing the specific requirements for each function in the new station, required adjacencies, and equipment requirements.
5. Evaluation criteria and site analysis of (3) shortlisted project sites, with a recommended ranking.
6. Concept building and site diagrams showing how these spaces could be arranged on the (3) shortlisted project sites.
7. ROM estimate for a fire station located on each of the (3) shortlisted sites.

Our proposed work plan consists of the following steps:

1. Team trip to Valdez: BNAP and TCA would travel to Valdez for a two day fact finding effort, meeting with yourself and fire department users, touring the existing facilities and understanding the current turnout types and supported equipment. We would also visit the candidate project sites to get a better understanding of the site constraints.
 - a. Target February 12 and 13.
2. Following the site visit, we would further develop and refine the program space listing and generate 2 concept test-to-fit options for fitting the station on the potential project sites. It is understood that there will be (3) identified sites which we will review identified as sites. Once this is done, we would hold a Teleconference/ GO TO MEETING to review our findings and gain input on the study products.
 - a. Target 2 weeks after site meeting, possibly February 28.
3. The final step is to incorporate your comments and produce the final study report with associated ROM project costs. These ROM costs would be obtained through discussions with HMS Cost Estimators in Anchorage and adjusted based on actual costs from other fire stations in the State of Alaska we have completed.
 - a. Target 3 weeks following the telecom meeting, possibly March 22. We have allows for a second trip to present our findings to the Council during a work session.

I have attached a Lump Sum fee proposal that reflects the above tasks for your review. The total proposed fee for this phase is \$49,247. Once approved we can schedule the site visit. If you have questions, please contact me.

Sincerely,



Roy Rountree, Principal.

Appendix B

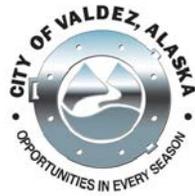
Bettisworth North Architects and Planners Professional Services Fee Proposal Date: August 31, 2016	Owner: City of Valdez Project: Valdez Fire Station Concept Design, Programming, Site Evaluation					
Professional Services Summary						
	Bettisworth North Architects and Planners			Subconsultants	Markups	Totals by Phase
	Investigative Services	Design Services	Bidding and Construction Services	Consultants Fees		
Predesign and Planning	\$0			\$0	\$0	\$0
Concept Design		\$24,560		\$23,525	\$1,162	\$49,247
Schematic Design		\$0		\$0	\$0	\$0
Design Development		\$0		\$0	\$0	\$0
Construction Documents		\$0		\$0	\$0	\$0
Sub Total Design Fee	\$0	\$24,560		\$23,525	\$1,162	\$49,247
Bidding Services			\$0	\$0	\$0	\$0
Construction Services			\$0	\$0	\$0	\$0
Post Construction Services			\$0	\$0	\$0	\$0
Subtotal Bidding, Construction Services, and Post Construction			\$0	\$0	\$0	\$0
Professional Services Fees and Direct Costs						
BNAP						\$24,560
Subconsultants						\$23,525
Total Markups						\$1,162
BNAP Markup Applied to Direct Expenses		5%				
BNAP Markup Applied to Sub Direct Labor		5%				
Total Fees and mark ups						\$49,247

Bettisworth North Architects and Planners
Professional Services Fee Proposal
Date: August 31, 2016

Owner: City of Valdez
Project: Valdez Fire Station
Concept Design, Programming, Site Evaluation

Task Labor Task Description	Hours																Totals		
	Principal	Project Manager	Senior Architect	Architect	Design Tech II	Design Tech I	Senior LS Architect	LS Architect	LS Design Tech.	Senior Int Designer	Int. Designer	Int. Design Tech	Code Specialist	Drafter I	Project Assistant	Admin Assistant			
Concept Design																			
Architectural Tasks																			
User workshop/tours in Valdez		20																	
Concept drawings		24			32														
Concept narratives		16			12											24			
Quality Control																			
Submission prep and distribute		4			8											8			
Concept presentations																			
Subtotal Hours		64			52											32			
Architecture Tasks Subtotal		\$11,776			\$5,616											\$2,240	\$19,632		
Interiors Tasks																			
Spaceplanning																			
Interior concepts																			
x																			
Subtotal Hours																			
Interiors Tasks Subtotal																			
Landscape Tasks																			
Site plan diagrams								24											
Subtotal Hours								24											
Landscape Tasks Subtotal								\$3,120									\$3,120		
Total Hours		64			52			24								32			
Billing Rates Used for all Tasks	\$228.00	\$184.00	\$144.00	\$130.00	\$108.00	\$90.00	\$173.00	\$130.00	\$90.00	\$142.00	\$110.00	\$90.00	\$134.00	\$77.00	\$110.00	\$70.00			
Subtotal Labor Fee		\$11,776			\$5,616			\$3,120							\$2,240		\$22,752		
Other Direct Costs																			
	Number	Unit	Rate	Sets	Amount	Subconsultants													
						Firms												Fees	ODC's
Air Fare: ANC - Valdez	2	total r/t	\$400.00		\$800														
Meals and Lodging	2	days	\$260.00		\$520														
Auto Rental	3	days	\$100.00		\$300														
Parking	3	days	\$16.00		\$48														
Reproduction Expenses						HMS Cost Estimators												\$3,500	
						TCA Architecture												\$17,940	\$2,085
B/W plots (plotter)		sheets	\$5.00																
Color plots (plotter)		sheets	\$15.00																
Printed full size sheets (printing company)		sheets	\$2.00																
Printed half size sheets (printing company)		sheets	\$1.50																
Copies - Letter Size	100	sheets	\$0.10	10	\$100														
Copies - 11x17 Size	20	per set	\$0.20	10	\$40														
Scanning sheets		sheets	\$5.75																
Compile CD		each	\$60.00																
Long Distance Phone and Fax		months	\$50.00																
Postage/express pouch		months	\$50.00																
BNAP ODC Subtotal					\$1,808	Subconsultants Total												\$21,440	\$2,085
BNAP Markup	5%				\$90	BNAP Markup on Sub DC												5%	\$1,072
Task Total																	\$49,247		

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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.

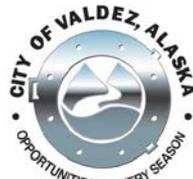
Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

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.

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The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

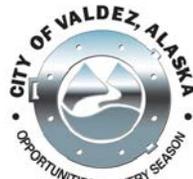
III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly 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.

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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.

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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 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) 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 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

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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 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.

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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 the 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 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:

- The provisions of this Agreement which apply to the claim and under which it is made.

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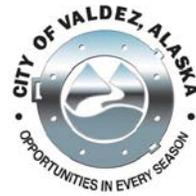
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed 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 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 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.

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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.