



**City of Valdez**  
**Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and KINNEY ENGINEERING, LLC (“Consultant”) is effective on the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

**Project: Design Services-Pavement Management Plan Phase 1**  
**Project No: 19-310-1100**  
**Contract No.: 1522**  
**Cost Code: 310-1100-58000**

Consultant’s project manager under this agreement is John Pekar or Chuck Casper.

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

City’s project manager is Austin Rake.

**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**

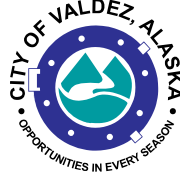
2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference. Compensation not to exceed, unless amended, \$1,154,801.00.

**ARTICLE 3. Period of Performance**

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 720 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services  
Project: Design Services-Pavement  
Management Plan Phase I  
Project No. 19-310-1100  
Contract No. 1522  
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ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

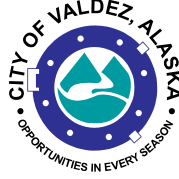
\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

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

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

Agreement for Professional Services  
Project: Design Services-Pavement  
Management Plan Phase I  
Project No. 19-310-1100  
Contract No. 1522  
Cost Code: 310-1100-58000



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.

**KINNEY ENGINEERING, LLC**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Jeremy O'Neil, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Roxanne Murphy, Interim City Manager

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Nathan Duval, Capital Facilities Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Brena, Bell & Walker, P.C.

\_\_\_\_\_  
Jon S. Wakeland

Date: \_\_\_\_\_



## **Appendix A Scope of Work**

### **BASIC SERVICES**

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

Complete survey, geotechnical analysis, public involvement, and design for Pavement Management Phase 1 inclusive of West Egan Drive, South Harbor/Kobuk Drive, Meals Avenue, and Robe River Subdivision.

The scope of work is more specifically described in the attached proposals dated July 3, 2019 and July 9, 2019 which are incorporated herein by reference.

## **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 \$1,154,801.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



July 3, 2019

Nathan Duval, Director  
City of Valdez, Capital Facilities  
PO Box 307  
Valdez, AK 99686

**Subject: Scope of Work and Fee Proposal for Design Services-Pavement Management Phase 1  
Project Number: 19-310-1100**

Dear Nathan:

Thank you for the opportunity to provide our expertise. Attached is the Scope of Work and the Fee Proposal for the project areas as described in the RFQ issued by the City of Valdez. Specifically, the Robe River Subdivision, South Harbor Drive, Meals Ave., and West Egan. Attachment 1 describes the scope of work in detail. Attachment 2 presents our fee proposal by major activity.

We are here to help you. Please contact me if you have any questions or need clarifications. We are available to discuss deferring work or phased funding if the City desires.

Sincerely,

**KINNEY ENGINEERING, LLC**

A handwritten signature in blue ink that reads 'John Pekar'.

John B. Pekar, P.E., Contract Manager  
Member, Kinney Engineering, LLC

**ATTACHMENT 1**  
**SCOPE OF WORK**  
**FOR**  
**DESIGN SERVICES – PAVEMENT MANAGEMENT PHASE I**

**SCOPE OF WORK**

Kinney Engineering, LLC (KE) will provide public involvement, surveying, civil engineering, support during bidding, construction contract administration, and project closeout services for the City of Valdez (COV).

**PROJECT LOCATIONS AND DESCRIPTIONS**

This scope of work pertains to the project locations described by the COV as Pavement Management Phase 1 in Valdez, Alaska. Specifically, Robe River Subdivision, South Harbor Drive, Meals Ave., and West Egan. The projects will improve existing roadways, utilities, drainage, and pedestrian facilities. The following summarizes project locations and the anticipated work:

**Robe River Subdivision** – Design the replacement of asphalt pavement surface for approximately 2.6 miles of residential subdivision roadways. Evaluate unpaved roads for inclusion in the project.

**South Harbor Drive (including of E. Kobuk Drive and Kennicott Avenue)** – Design the replacement of asphalt pavement surface for approximately 0.8 mile of urban roadway including curb, gutter, and pedestrian walkways. Design utility replacement for water, sewer, and storm drainage systems.

**Meals Avenue, Egan to Pioneer** – Design the replacement of asphalt pavement surface for approximately 0.1 mile of urban roadway including curb, gutter, and pedestrian walkways. Design utility replacement for water, sewer, and storm drainage systems. Analyze utilities and present recommendation for City to evaluate future replacement within core area of town.

**West Egan Drive, Hazelet to Whalen Avenue** – Design the replacement of asphalt pavement surface for approximately 0.7 mile of urban roadway including curb, gutter, and pedestrian walkways.

All work is expected to occur within existing Rights-of-Way (ROW).

**1 CONTRACT ADMINISTRATION**

KE will provide all necessary management and administration necessary to complete this design project. Work will include project setup, brief weekly status updates to COV, bi-weekly progress meetings with COV, design team meetings, meeting minutes/summaries, schedules, and billings. Also included will be a Kick-Off Meeting consisting of the designers, geotechnical engineer, construction representative, COV Capital Facilities personnel, and COV utilities personnel.

## **2 PUBLIC INVOLVEMENT**

### **2.1 General**

KE and COV will facilitate communication with the public, governmental agencies, the Alyeska Pipeline Service Company, and other affected interests through a public involvement process.

### **2.2 Develop and Maintain a Stakeholders List**

KE shall develop and maintain a current mailing list of interested stakeholders including agencies, organizations, individuals, adjacent property owners, and affected user groups. The list shall be submitted to COV when requested. Surrounding property owner information shall be generated from the current COV property ownership database as available from the COV GIS system.

### **2.3 Project Web Site**

KE will create and maintain a project-specific website to inform stakeholders and the general public about the project, provide a portal for documents and information on how to contact the project team, provide a means for the public to comment, and as an avenue to advertise open houses/workshops, design milestones and other public outreach activities.

### **2.4 Bond Information Materials**

KE shall create materials providing information to the public about the bond proposition for the project. Materials may include posters, flyers, fact sheets, and graphics suitable for posting on social media.

### **2.5 Public Meetings**

KE shall hold two (2) public meetings during the design phase of the project and one (1) public meeting at the start of construction. This task includes the preparation, organization, and staffing for information gathering and presentations. The meetings shall be conducted in an open house format (allowing attendees to arrive and depart at will during the time window), shall be approximately two hours in length, and shall be formatted to allow the project team to speak and listen to the public individually. Comment sheets will be provided for the public, and KE shall make a written record of all pertinent information, comments, support, and opposition.

The Public Meeting outreach shall be by mailing notices (postcards or newsletters) to the mailing list, email notices, and radio announcements.

COV shall review and approve the mailings and announcements prior to distribution.

### **2.6 Newsletters and Announcements**

KE shall mail and email notices to Stakeholders on the mailing list at intervals throughout the project. The mailings can be either postcards or newsletters based on the amount of information that needs to be shared. Some mailings might be sent to only a portion of the mailing list depending on the content of the mailing.

COV shall review and approve the mailings prior to distribution.

### **2.7 One-on-One Meetings**

KE and COV shall meet one-on-one with affected businesses during the design phase.

## **2.8 Coordination with Public**

KE will coordinate with COV to respond to public inquiries and requests for information.

## **2.9 Additional Public Involvement**

Additional presentations, stakeholder meetings, newsletters, and announcements may be performed as additional services.

## **2.10 Public Involvement During Construction**

The Construction Management (CM) Services may include providing Community Liaison services as required by the COV.

Prior to initiation of project-related construction activities, the CM shall establish a Community Liaison to consult with affected communities, businesses, and appropriate agencies; develop cooperative solutions to local concerns; be available for public meetings; and conduct periodic public outreach. The CM shall provide the name and phone number of the Community Liaison to COV Council Members, mayor and other appropriate local officials.

If requested by the COV, these duties shall include but not be limited to:

- Provide day-to-day point of contact for governmental, agency and community members concerning project activities.

- Attendance at public meetings and forums to update audiences on the Construction status.

- Monitor and document project phone and email activity.

- Reply to inquiries as appropriate.

- Forward requests to appropriate people for response to inquiries.

- Greet and address comments/or questions from people who visit the Project office.



### **3 SURVEYING AND MAPPING**

#### **3.1 General**

The Contractor shall research records of surveys applicable to the requirements of this Project and perform field and office services necessary to collect surveying data and to reduce the collected data to a form useful for the design. Contractor shall perform the services to standards called for in the Alaska State Professional Land Surveyors (ASPLS) Standards of Practice and 2003 COV Standard Specifications, as appropriate to the services being performed, unless otherwise required in the Contract.

##### **3.1.1 Survey Limits**

The Contractor shall collect topographic survey data along four project areas:

- A. All streets in the Robe River Subdivision and Borealis and Aurora Streets (Northern Lights Subdivision). Total length of approximately 17,000 feet or 3.2 miles.
- B. South Harbor Drive (inclusive of E. Kobuk Drive east of Chitna Avenue and Kennicott Avenue). Total length of approximately 4,700 feet.
- C. Meals Avenue from Egan Avenue to E. Pioneer Drive. Total length of approximately 1,000 feet.
- D. West Egan Drive from Hazlet to Whalen Avenue. Total length of approximately 4,100 feet.

The survey limits are shown graphically on the attached Exhibits A-D.

##### **3.1.2 Field Books**

The Contractor shall furnish hardbound field books for recording survey information. The books shall become the property of Valdez after the survey information has been entered and the contract completed. Each book shall be labeled with the project name and an appropriate title, e.g., Horizontal Control, Vertical Control, etc., and shall have an index and comments page. The index page shall reference the contents by page number.

##### **3.1.3 Field Notes**

Field notes shall be kept in a neat and orderly fashion. Pages shall be consecutively numbered, showing date, weather, and crew names. Abbreviations used shall be described on the comments page. Sketches are to be used frequently and shall be detailed enough to assist in following the progression of the services. Notes and sketches shall be adequately detailed to convey their intent to a person who is not familiar with the project.

##### **3.1.4 Monument Descriptions**

Descriptions of monuments or other points, recovered or set, are to include the data stamped on the monument and the condition of the monument.

##### **3.1.5 Registration**

Survey services shall be conducted by, or under, the direct supervision of a Professional Land Surveyor (PLS) holding current registration in the State of Alaska. Deliverables shall be sealed signed and certified by the PLS responsible for the accuracy of the services. The certification shall state the survey standard that was followed in performing the services.

### **3.2 Control Survey**

Control Surveys shall include establishing horizontal and vertical control points from existing monuments, from survey control points previously established by others, or from points newly established by the Contractor and shall also include locating and establishing project coordinates for the existing centerline and monuments within the project survey limits.

The Contractor shall tie subdivision and property corners located along the roadway right-of-way and those corners necessary to control the impacted area. This includes corners both inside the right-of-way and any monuments that could be destroyed during construction.

The Contractor shall develop a Survey Control Diagram (SCD) for the project showing the relationship between survey monuments set and found in the field. The SCD typically shows all horizontal and vertical control found or set in the course of a survey, as well as all found or set monuments that exist in the roadway. A PLS from the Contractor will sign the Survey Control Diagram.

### **3.3 Topographic/Planimetric Survey**

Planimetric features shall be survey-tied using appropriate data collection methods. Differential leveling techniques shall be utilized only for those planimetric features whose vertical elevations are critical, as directed by COV. Typical survey limits for this task are defined as extending from the right-of-way centerline to the back of sidewalk on both sides of the street and side streets plus an additional twenty (20) feet beyond. If no sidewalk is present, limits will extend twenty-five (25) feet beyond edge of pavement. Survey shall also include property features such as retaining walls, fences, driveways, and other features adjacent to the roadway that may impact project design. The survey limits shall extend fifty (50) feet along all side streets.

#### **3.3.1 TIN Data**

By conventional ground survey, define the existing ground surface by creating a Triangulated Irregular Network (TIN) sufficient to generate cross sections at the specified interval (50 feet) within the typical survey limits. These limits shall be extended as necessary to enable matching the existing surface with the proposed design. This TIN shall locate and include feature lines (grade breaks, existing centerlines, edges of pavement, curbs, sidewalks, shoulders and/or tops of bank, toes of slope/fill, ditches and/or drainages, etc.) and additional shots as necessary to insure that the distance between any two shots does not exceed the specified maximum (50 feet). These feature lines shall be honored in the creation and subsequent editing of the TIN. Shots shall also be taken along driveways and side streets to allow adequate grade matching.

#### **3.3.2 Improvements and Utilities**

Locate and map existing improvements and utilities (above and below ground) within the typical survey limits. These limits shall be extended as necessary to match the TIN limits. Overhead utility wire crossings shall be located at the roadway centerlines; elevations for these points shall be the wire elevation. For below-grade structures, the frame top and pipe invert shall be recorded. The Contractor will also collect the next storm, sewer and water access point outside the survey limits, to provide pipe directions and depths. Underground utilities shall be located according to information provided by the Alaska Digline (278-3121).

### **3.3.3 Drainage Structures**

Locate and map drainage structures within the typical survey limits. These limits shall be extended as necessary to match the TIN limits. Record diameter, length, invert elevations, structure type and condition, presence of thaw system and apparent flow direction.

### **3.3.4 Physical Features**

Locate and map other physical features, natural or man-made, that could affect the design of the project, as directed by COV.

### **3.4 Project Control Points**

The Contractor shall provide project control points sufficient for the Construction Contractor to re-establish roadway centerlines at intersections and points of curvature. Each control point shall be a five-eighths inch (5/8") by 30-inch (30") rebar with a 2-inch (2") aluminum cap driven flush with the grade.

### **3.5 Right-of-Way Mapping**

The Contractor shall perform the services necessary to establish the existing Right of Way and prepare ROW Lines for Construction Plans, Base Maps, Right of Way Maps, and Parcel Plats. The Contractor shall submit an electronic drawing file which contains the existing ROW lines, existing ROW centerline, adjoining property lines and subdivisions.

## **4 GEOTECHNICAL**

### **4.1 General**

Geotechnical work will be accomplished in the tasks outlined below. In general, this work includes:

- research and review of existing information;
- attendance of a one-day, on-site kickoff meeting and site visit prior to fieldwork;
- conducting on-site geotechnical explorations;
- laboratory testing on soil samples;
- conducting geotechnical engineering analyses; and
- preparing geotechnical engineering reports presenting our findings.

Phase I design and construction work will likely consist of several different projects that will be divided as appropriate based on the needs of the COV. It is assumed that field activities and laboratory testing will take place in one mobilization but that individual reports may be needed.

### **4.2 Data Review**

Contractor shall perform a review of the available subsurface information from the project vicinity. COV will provide any existing geotechnical data from the project area that they have on file. Contractor will also search their in-house library for available subsurface information from the project areas. This information will be used as a basis for developing an understanding of the likely conditions at the sites and to adjust the scope and focus of the fieldwork proposed and described below, if appropriate.

### **4.3 Geotechnical Explorations**

To gather the necessary geotechnical information, a drill crew from an Anchorage drilling contractor will be used to advance borings at the various sites. It is assumed to be approximately five days of effort, which should be enough time to advance 20 to 25 borings in the project areas. The initial scope of explorations are based on the results and suggested repairs presented in the 2018 pavement study. According to the study, PASER ratings of 1 and 2 are recommended for reconstruction, a 3 rating is recommended as mill and repave, and higher ratings typically indicate overlay, crack sealing, seal coating, or no treatment. As such the following frequency of explorations was assumed:

- PASER rating 1 and 2 (reconstruct): 1 boring for every 500 linear feet of roadway.
- PASER rating 3 (mill and repave): 1 boring for every 1,000 linear feet of roadway.
- PASER rating 4 and higher: occasional borings on an as-needed basis, to be determined during site visit before mobilization of drill crew.

It is assumed that the sites are easily accessed with a truck-mounted drill rig. Prior to mobilization, Contractor will coordinate with the Call Locate Center and the COV to clear the boring areas of buried public utilities. Costs for traffic control and flaggers that may be required by COV during drilling in the city street area have been included. It is assumed that flagging will not be required in the Robe River Subdivision. Traffic control will be provided by a subcontractor using a two-person flagging crew, as required by a City-approved traffic control plan (TCP). The TCP will be developed by the subcontractor and approved by COV. In areas where flagging is not required, cones and signs will be provided by the

drilling subcontractor to protect the crews and to alert the travelling public. Contractor will coordinate all other permits and site access with current property owners, as needed.

The borings will be advanced to a depth of 15 feet below the ground surface (bgs) using a drill rig equipped with hollow-stem augers, and Standard Penetration Test (SPT) or Modified Penetration Test (MPT) sampling tools. The MPT method will be used if dense conditions or cobbly materials are encountered. Soil samples will generally be collected at 2.5-foot intervals to 10 feet bgs and at 5-foot intervals thereafter, or as needed to characterize changing soil conditions. In addition, Contractor will collect one grab sample from the upper 2 feet bgs to evaluate the character of the structural fill materials beneath the existing asphalt pavements. An experienced professional will be present during the fieldwork to locate the borings, observe the drilling action, collect samples, prepare a descriptive log for each boring, and observe groundwater conditions, if appropriate. The soil samples will be described in general accordance with the Unified Soil Classification System for presentation on the boring logs.

Upon completion, the borings will be backfilled with auger cuttings produced during drilling and the ground surface patched with asphalt cold patch, as necessary. We plan to install 1-inch diameter PVC casings in ten borings across the project area to facilitate measurement of groundwater levels after drilling. The top of the casings will be protected with flush-mounted steel monuments.

If conditions are encountered during drilling that may require borings to extend deeper than anticipated (e.g. deep organics or potentially liquefiable soils), Contractor will stop all drilling and discuss options before further action is taken.

#### **4.4 Laboratory Testing**

Soil samples recovered during drilling will be selectively tested for moisture content, occasional grainsize, and/or plasticity (Atterberg Limits) as needed to confirm visual classifications and estimate the index properties of the sampled soils, as appropriate. Laboratory testing will generally be accomplished in accordance with ASTM International standard procedures.

#### **4.5 Reporting**

Upon completion of field work and laboratory tests, Contractor will conduct geotechnical engineering analyses to evaluate the design parameters and provide recommendations needed for the design of the proposed project. Two separate reports will be prepared; one for the Robe River Subdivision area and one for the remainder of the city streets. Reports will include recommendations for pavement structural sections, geotextile usage, site drainage, use of existing materials as borrow, structural fill placement and compaction, utility excavation and backfill. Reports will also include details regarding potential construction dewatering efforts. Note, that the dewatering evaluation will be based primarily on grain size results and engineering judgement. If shallow groundwater or conditions are encountered that may warrant more rigorous analysis or field studies, COV will be notified as soon as possible to discuss options. Depending on the final design of the project, this may include additional explorations to refine the understanding of the aquifer conditions.

Along with the basic geotechnical recommendations, reports will also include a site description, summary of field explorations, a narrative of the subsurface conditions encountered, and the laboratory testing results. A boring location map and graphical logs of borings will support the description of subsurface conditions. Reports will be prepared under the supervision of, and will be signed and stamped by, a civil engineer registered in the State of Alaska and experienced in geotechnical engineering. Two hard copies and one electronic copy of the final reports will be submitted.

## **5 UTILITIES**

### **5.1 Utility Conflicts**

KE will identify utility conflicts in a utility conflict spreadsheet and report summary for all non-city utilities. Plan views and cross sections depicting conflicting utilities will be produced. KE and COV will notify individual utility providers of potential conflicts with their facilities and assist in developing relocation agreements if necessary.

### **5.2 Utility Design**

#### **5.2.1 Water**

KE will coordinate with COV water system maintenance personnel to verify scope of design, system materials, and improvements in the defined project areas. The COV will provide all available water system as-builts and GIS system maps. KE will design a trench section with applicable water system notes, details, plan and profile layout of all water main piping and insulation, plan layout of water services, fire and commercial services, and hydrant laterals, plan layout of connections, gate valves/valve boxes, and fire hydrants. Design of corrosion protection will be provided if necessary. All ADEC permitting applications will be completed with input from the COV.

#### **5.2.2 Sanitary Sewer**

KE will coordinate with COV sanitary sewer system maintenance personnel to verify scope of design, system materials, and improvements in the defined project areas. The COV will provide all available sewer system as-builts and GIS system maps. KE will design a trench section with applicable sewer system notes, details, plan and profile layout of all sewer main piping and insulation, plan layout of sewer services, plan layout of connections, manholes, and cleanouts. All ADEC permitting applications will be completed with input from the COV.

#### **5.2.3 Storm Drain**

KE will coordinate with COV storm drain system maintenance personnel to verify scope of design, system materials, and improvements in the defined project areas. The COV will provide all available storm drain system as-builts and GIS system maps. KE will design a plan and profile layout of all storm drain piping, insulation, connections, manholes, inlets, and details. Structure and pipe summary tables will be provided. Open ditches and replacement of culvert pipes will be designed where applicable. All ADEC permitting applications will be completed with input from the COV.

#### **5.2.4 Conduit**

KE will coordinate with COV to include conduit and junction boxes for future fiber optic facilities.

### **5.3 Core Area Utility Review**

KE will review as-builts, GIS system maps, identify utility replacement criteria, and draft recommendations for reconstructing water, sewer, and storm drain piping and structures in the core city area bounded by Hazelet Avenue, Robe River Drive, and Meals Avenue. Plan views and cross sections depicting utilities will be produced. KE will develop a construction cost estimate for this work and produce final recommendations to incorporate any comments from the COV.

## **6 CIVIL DESIGN**

KE will provide a Plans, Specifications and Estimate (PS&E) assembly suitable for project bidding and construction. The PS&E assembly shall present the design that best accommodates the information derived from field survey, research, and coordination with COV staff.

KE will prepare three PS&E assemblies for project bidding. The individual PS&E assemblies will be:

1. Robe River Subdivision
2. Meals Ave., E. Kobuk Dr, and S. Harbor Dr.
3. W. Egan Dr

Upon direction from COV, KE will join or separate the PS&E assemblies to facilitate construction.

### **6.1 Line and Grade Assembly (35%)**

The initial project deliverable will include a survey base map and preliminary design to identify proposed roadway centerlines, profiles, and intersection geometry. This assembly shall consist of plans and engineer's estimate that represents the design effort approximately 35% complete.

Upon completion of the 35% submittal, KE will schedule a walk-through with COV for on-site review. A site visit at the project and a meeting will be conducted to review the plans and discuss comments.

### **6.2 Preliminary Plans (65%)**

Upon COV's approval of the 35% deliverable, KE will advance the project design to minimize impacts to ROW, utilities, driveways. The 65% assembly will be used to design utility relocations and permitting (if required). The 65% design slope limits, utility and ROW impacts shall be approved by COV before advancing to final design. An estimate of probable construction cost for major bid items will be submitted.

This assembly shall consist of complete plans, specifications and engineer's estimate at about 65% of final design, plus the following:

- A. A brief memorandum of significant changes made to the Line and Grade Assembly submittal after the Site Visit/Line and Grade Assembly Review.
- B. A letter from KE to the COV that lists all the comments made on the Line and Grade Assembly submittal and a response to each.
- C. Draft Specifications and/or special provisions
- D. Estimate of Probable Cost
- E. Draft Erosion and Sediment Control Plan (ESCP)

### **6.3 Final Plans (95%)**

This assembly shall consist of complete plans, specifications and engineer's estimate at about 95% of final design for final review by COV and include the following:

- A. A brief report of significant changes made to the assembly after the Preliminary Plans Review.
- B. A letter from KE to the COV that lists all the comments made on the Preliminary Plans submittal and a response to each.
- C. Final Specifications and/or special provisions

- D. Final Erosion and Sediment Control Plan (ESCP).
- E. Estimate of Probable Costs
- F. A technical memo describing all non-standard design features and the reason(s) for them.
- G. Cross sections of roadways at 50-ft intervals along the alignment and at the beginning and end of horizontal curves.
- H. Quantity computations

#### **6.4 Bid Set (100%)**

This assembly shall consist of complete, sealed and signed, Plans, Specifications and Engineer's Estimate plus the following:

- A. A brief report of significant changes made to the assembly after the Final Plans Review.
- B. A letter from KE to the COV that lists all the comments made on the Final Plans submittal assembly and a response to each.
- C. Final Erosion and Sediment Control Plan (ESCP).
- D. Letter describing any unusual features and the reason(s) for them.

#### **6.5 Construction Support During Design**

Construction administrative support during design shall include plan review and site visits. The Contractor shall provide reviews at the 35%, 65%, and 95% Plans, Specifications, & Estimate stages. Contractor will provide tabulated, written comments. Reviews will consider traffic control, constructability, materials testing, and other items as appropriate to deliver a successful project to the City of Valdez.

Contractor will attend two site meetings: one meeting will be during the kick-off stage, and the second meeting will be after the 35% PS&E submittal. Each meeting is envisioned to last no more than 1 day, with Contractor flying to and returning from Valdez on the same day of each meeting.

The Contractor shall assist the COV as requested during project bidding. Personnel that were in responsible charge for engineering and land surveying, and other personnel as necessary and appropriate, shall be available to interpret and clarify documents prepared during project development and to assist the City with preparing necessary addenda to the bid documents. When performing these services, the Contractor shall not communicate about this project with potential bidders for its construction.



## **7 SUPPORT DURING BIDDING**

KE will attend the Pre-bid conference and will assist the COV as requested during project bidding. Personnel who were in responsible charge for engineering and other personnel as necessary and appropriate, will be available to interpret and clarify documents prepared during project development and to assist the COV with preparing any necessary addenda to the bid documents.

## **8 CONSTRUCTION MANAGEMENT SERVICES**

### **8.1 General**

KE shall provide construction management services for the projects and at the direction COV. These services shall include the following:

### **8.2 Construction Monitoring**

Perform monitoring of the Construction Contractors' activities to include field inspections utilizing qualified engineers and technicians to ensure the Construction Contractors conform to the requirements of the individual Contracts, City of Valdez Standard Specifications (COVSS) and other relevant documents. Monitor Construction Contractor progress and quality control for COV, perform materials testing and coordinate any special inspections. Provide daily written reports to COV detailing the work performed. Provide photographic logs of the work performed and conditions encountered. Submit inspection reports and photographs to COV on a daily or weekly basis as directed. The Contractor shall be available when the Construction Contractor is working, including weekends, holidays and nights, if necessary.

### **8.3 Compliance Enforcement**

Notify the Construction Contractor, in writing, of any work not in compliance. Report to COV any work or material that fails to conform to the Contracts.

### **8.4 Construction Meetings**

Facilitate and attend all construction meetings with the Construction Contractors and stakeholders. These may include pre-construction conferences, regular progress meetings, and other meetings as they arise.

### **8.5 Materials Testing**

Provide qualified and experienced materials technicians to conduct both on-site tests, as necessary, to assure that Work is in conformance with the project documents. This testing may include, but is not limited to, soils testing, compaction testing of trench backfill, and structural testing of concrete.

### **8.6 Preconstruction Conditions**

Document preconstruction conditions of the total project area, utilizing video filming throughout, and supplemented with still photography and written records as necessary.

### **8.7 Utility Interaction and Coordination**

Keep COV staff and management informed of the work progress including preparation of monthly status reports and schedules. Coordinate Construction Contractor requirements of COV Operations & Maintenance staff. Coordinate with COV's Project Manager on a regular basis, daily if necessary.

### **8.8 Shop Drawing and Submittal Reviews**

Develop and implement a method for identifying and tracking all submittals from the Construction Contractors. Coordinate shop drawing and submittal reviews. Receive, log and distribute to COV staff and Design Engineer all submittals and shop drawings. Compile COV and Designer comments and transmit back to Contractor Ensure all materials and equipment have been approved and certified prior to incorporation into the Projects.

### **8.9 DCVR Review**

Log, review, and distribute to COV and the Design Engineer all design clarification/verification requests (DCVR). Prepare responses to all DCVRs and provide recommendations for disposition if changes to the Construction Contracts are required.

### **8.10 Change Orders**

Review all change order requests. Prepare Change Orders using COV format. Provide recommendation for disposition to COV. Issue and track all change orders.

### **8.11 Pay Estimates**

Review all requests for payments by the Construction Contractors. Prepare Pay Estimates using COV format. Verify quantities of materials incorporated into the project and provide tracking of all quantities. Make recommendations for any withholdings necessary.

### **8.12 Claims**

Review all Claims submitted by Construction Contractor. Evaluate merits of the claim in conjunction with COV and Design Engineer. Provide recommendation of disposition of Claim to COV. Provide written responses to all claims and help to compile necessary information to respond to Claims.

### **8.13 Project Closeout Activities**

Assist with project closeout to include review of Construction Contractor submitted redline drawings and signature on project Record Drawings. Prepare project files for integration into COV standard file format.

## **9 ADDITIONAL SERVICES**

KE will complete the following as additional services to be billed on a Time and Expense (T&E) basis:

### **9.1 Public Involvement**

Additional presentations, stakeholder meetings, newsletters, and announcements may be performed as additional services

### **9.2 ROW Acquisition Support**

Where additional right-of-way is needed to facilitate construction, KE will identify the limits of Temporary Construction Easements and/or Public Use Easements. We will prepare the necessary parcel plats and legal descriptions for acquisition.

### **9.3 Utility As-Built Support**

Hardcopy as-builts will be shipped to Anchorage for scanning and returned to Valdez.

## **10 ASSUMPTIONS**

KE's assumptions for this effort are shown below.

1. Timing:
  - a. Notice to Proceed is anticipated in July 2019.
  - b. The City desires an estimated cost estimate to support the public involvement in advance of the vote on Bond in September 2019.
  - c. Construction will start in the Spring of 2020.
2. The City will provide:
  - a. As-builts documents for the project areas. KE assumes that hard copies will be shipped to Anchorage for scanning and returned to Valdez. KE has budgeted 40 hours of drafting time to incorporate the scanned information and \$1,500 of expense for third party scanning services. This portion will be billed on a Time and Expense (T&E) basis.
  - b. All available storm drain system as-builts, non-destructive testing information, and GIS system maps in the core city area to facilitate the analysis of the utility system.
  - c. GIS information for adjacent property owners.
3. Other aspects:
  - a. Realignment of the Right-Of-Way will not be required.
  - b. KE will provide the preparation of bid forms.
  - c. The permitting fees will be paid by the City of Valdez.
  - d. The various entities will be able to provide locates for their utilities. If circumstance require the use of KE's Ground Penetrating Radar, then that will be negotiated separately.
  - e. Pavement repairs by others after survey data has been acquired may affect the accuracy of the design.

- f. Illumination upgrades are not included, but can be negotiated later if desired.
- g. If exhibits or research by the Professional Land Surveyor are required for a Temporary Construction Permit, Temporary Construction Easement, or Public Use Easement, then those services can be negotiated on a time and expense basis.
- h. Field work for analysis of the utilities within the core area will inspect a representative sample of the utility elements.

**SURVEY LIMITS**  
**EXHIBITS A, B, C, & D**



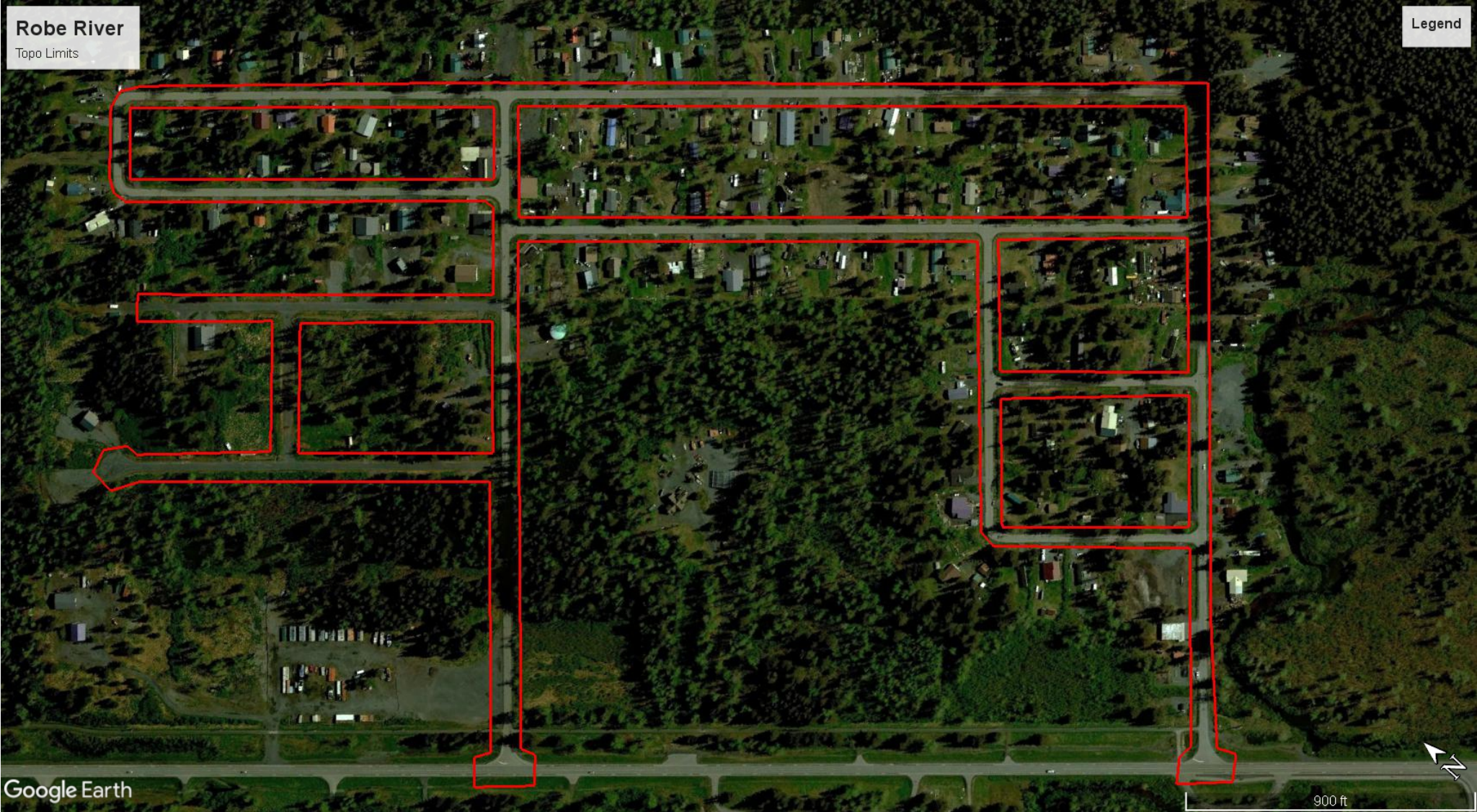


EXHIBIT A - Robe River Survey Limits.





EXHIBIT B - South Harbor Drive Survey Limits



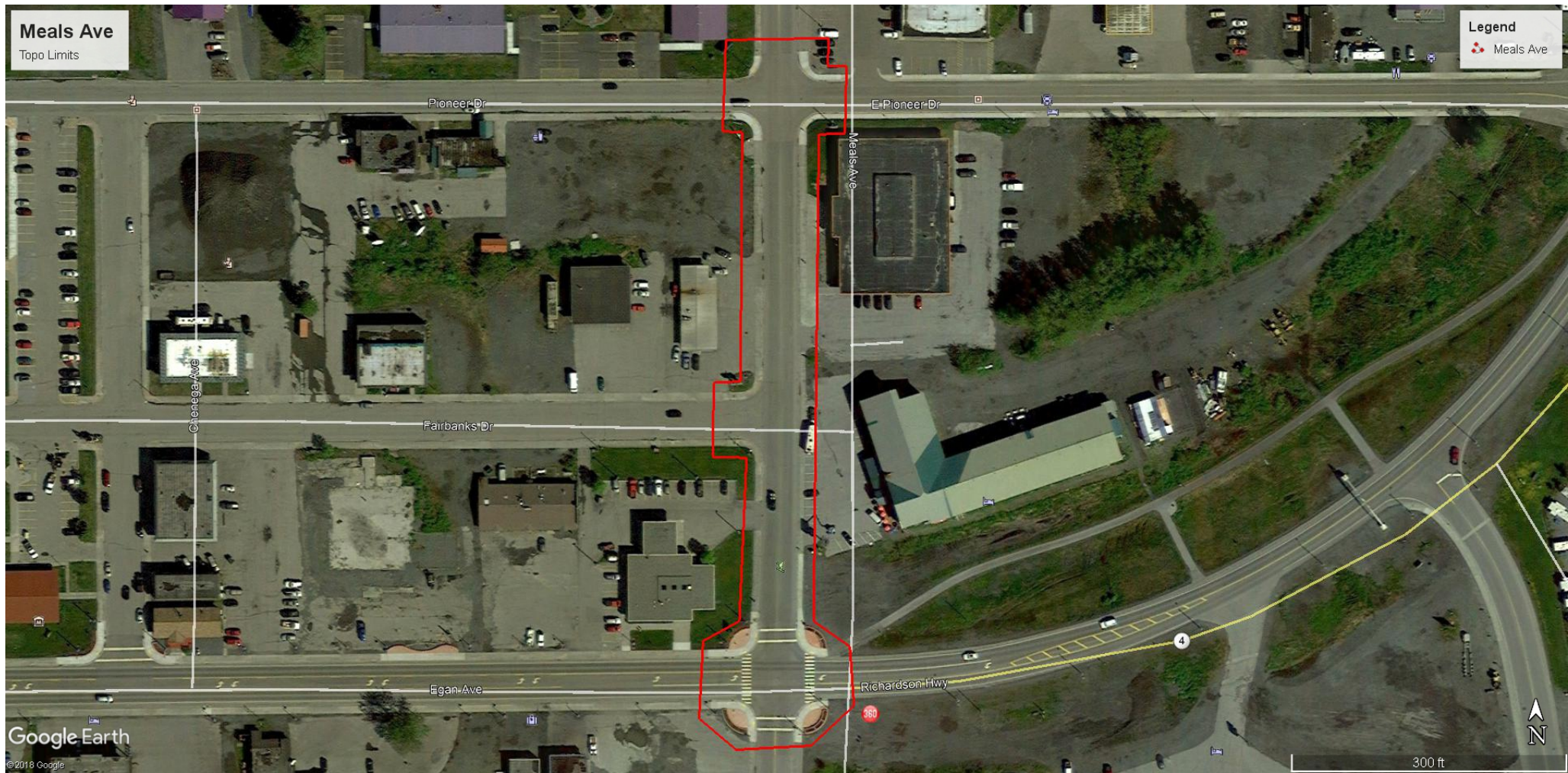


EXHIBIT C - Meals Ave Survey Limits



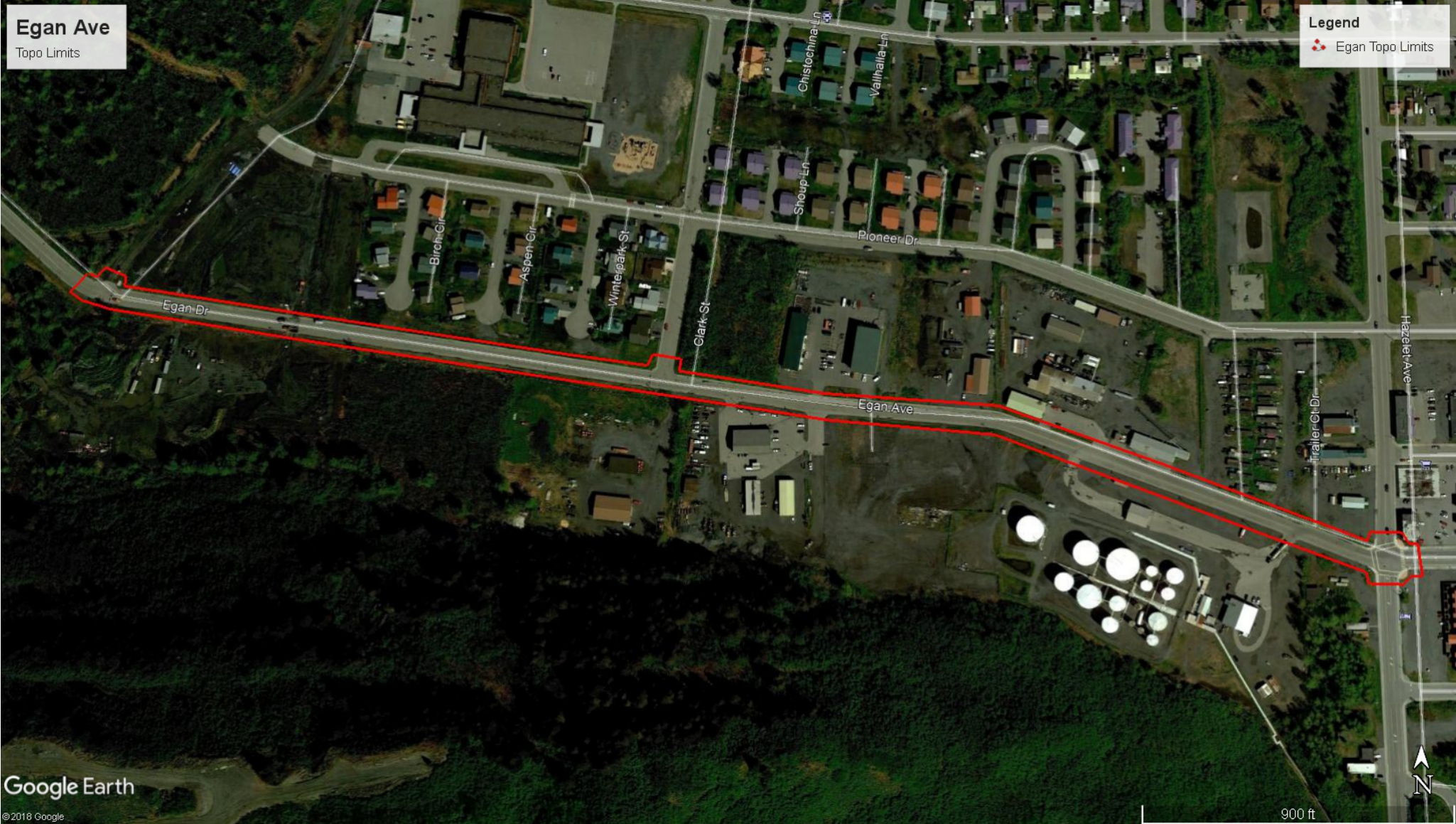


EXHIBIT D - West Egan Survey Limits

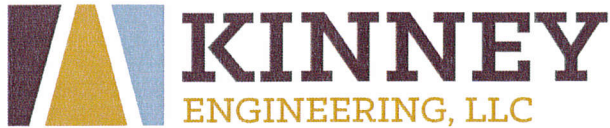
**ATTACHMENT 2**  
**FEE PROPOSAL**  
**FOR**  
**DESIGN SERVICES – PAVEMENT MANAGEMENT PHASE I**

Below is our proposed fee to provide design services and construction support during the design phase.

**Fee Proposal for Design Services-Pavement Management Phase 1**

PRICE PER TASK SUMMARY							
FIRM: Kinney Engineering, LLC				PROJECT TITLE: Valdez: Pavement Management, Phase 1		DATE: 7/2/19	
GROUP	TASK	LABOR (or FP)	INDIRECT COST	EXPENSES	FIRM'S TOTAL PRICE	*SUB- CONTRACTS	PRICE PLUS SUBS
Management							
A	1	\$ 71,160	\$ -	\$ 5,680	\$ 76,840	\$ -	\$ 76,840
Public Involvement							
A	2	\$ 95,520	\$ -	\$ 16,140	\$ 111,660	\$ 4,800	\$ 116,460
Surveying and Mapping							
A	3	\$ 12,060	\$ -	\$ -	\$ 12,060	\$ 154,892	\$ 166,952
Geotechnical Engineering							
A	4	\$ 9,140	\$ -	\$ -	\$ 9,140	\$ 86,015	\$ 95,155
Egan - Plans, Specifications and Engineer's Estimate							
A	5	\$ 139,465	\$ -	\$ 1,680	\$ 141,145	\$ 5,054	\$ 146,199
S. Harbor/Kobuk - Plans, Specifications and Engineer's Estimate							
A	6	\$ 216,000	\$ -	\$ -	\$ 216,000	\$ 5,054	\$ 221,054
Meals - Plans, Specifications and Engineer's Estimate							
A	7	\$ 93,365	\$ -	\$ -	\$ 93,365	\$ 5,054	\$ 98,419
Robe River Subd - Plans, Specifications and Engineer's Estimate							
A	8	\$ 152,818	\$ -	\$ -	\$ 152,818	\$ 5,054	\$ 157,872
Utilities Agreements							
A	9	\$ 27,190	\$ -	\$ 1,760	\$ 28,950	\$ -	\$ 28,950
Assistance During Bidding							
A	10	\$ 12,410	\$ -	\$ -	\$ 12,410	\$ -	\$ 12,410
Assistance During Construction							
A	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assistance During Project Closeout							
A	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Services							
B	13	\$ 21,920	\$ -	\$ 6,340	\$ 28,260	\$ -	\$ 28,260
*Subcontractors for negotiated professional or technical services, products, etc. (Commodity items available to the general public at market prices, equipment use, and unit priced items are generally included in estimate as expenses.)							
<b>ESTIMATED TOTALS</b>		<b>LABOR (or FP)</b>	<b>INDIRECT COST</b>	<b>EXPENSES</b>	<b>FIRM'S TOTAL PRICE</b>	<b>*SUB- CONTRACTS</b>	<b>PRICE PLUS SUBS</b>
<b>FOR FIRM:</b>		<b>\$ 851,048</b>	<b>\$ -</b>	<b>\$ 31,600</b>	<b>\$ 882,648</b>	<b>\$ 265,923</b>	<b>\$ 1,148,571</b>

*Design Services-Pavement Management Phase 1, Project Number: 19-310-1100  
Contract for Professional Services between City of Valdez and Kinney Engineering, LLC*



July 9, 2019

Nathan Duval, Director  
City of Valdez, Capital Facilities  
PO Box 307  
Valdez, AK 99686

**Subject: Additional Survey Work for Reroute of E. Kobuk  
Scope of Work and Fee Proposal for Design Services-Pavement Management Phase 1  
Project Number: 19-310-1100**

Dear Nathan:

Per your request we are providing a price to capture survey information for the proposed reroute of E. Kobuk. We understand the proposed reroute to generally start at the north end of Kennicott, run on the north side of existing E. Kobuk, and tie into Chitina between the R.V. Park on the north and the parking area on the south. The additional survey will complement the survey of E. Kobuk stated in the scope of work submitted last week. The extents of the additional survey are shown on Exhibit E (attached).

The elements of the survey work are the same as stated in the scope of work submitted last week; with the addition of the area to capture the proposed reroute of E. Kobuk. The price for the additional survey work is: \$6,230.00.

We are here to help you. Please contact me if you have any questions or need clarifications.

Sincerely,

**KINNEY ENGINEERING, LLC**

A handwritten signature in blue ink, appearing to read 'Joann Mitchell', with a long, sweeping underline.


Joann Mitchell, P.E.  
Member, Kinney Engineering, LLC

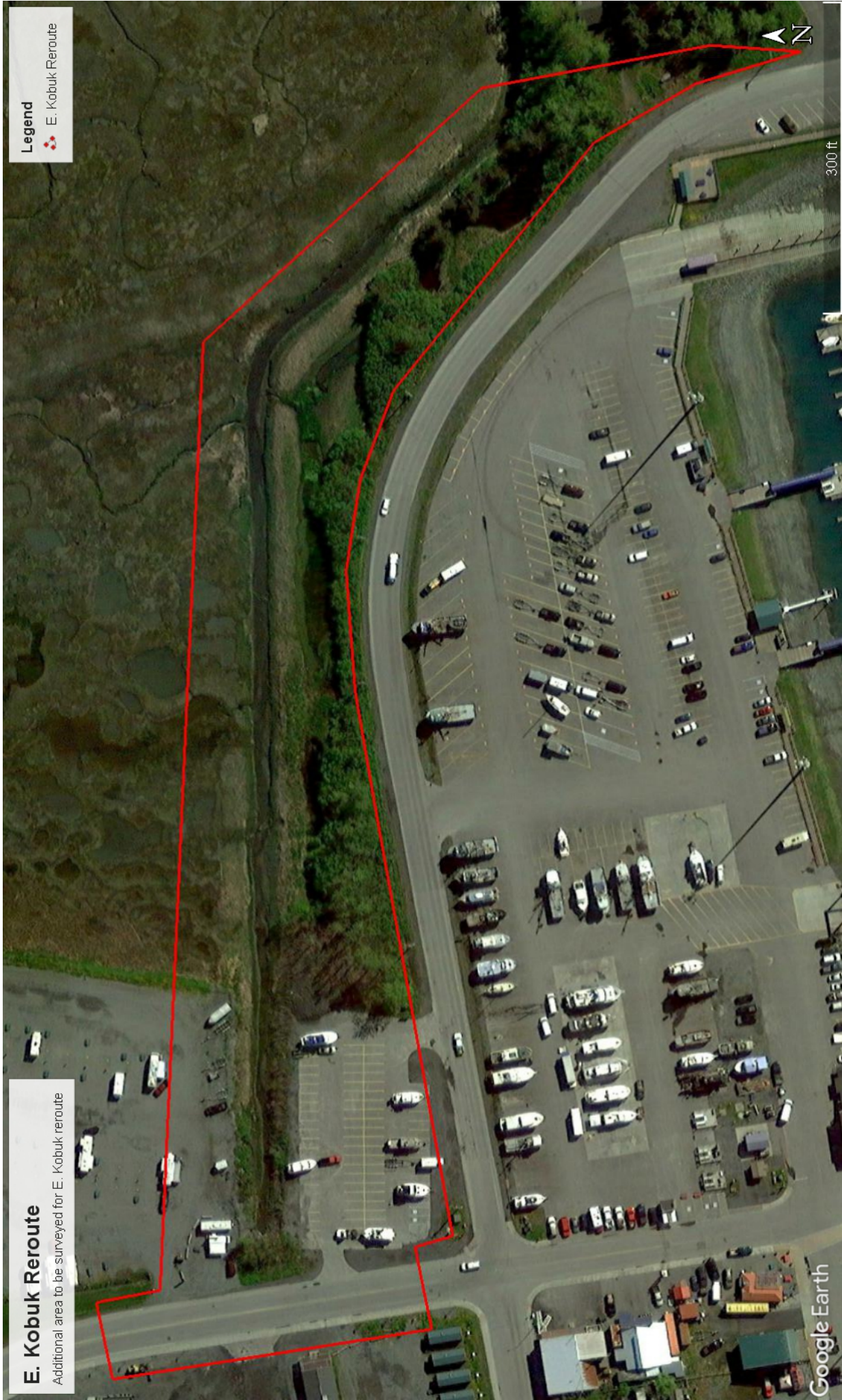


### E. Kobuk Reroute

Additional area to be surveyed for E. Kobuk reroute

### Legend

 E. Kobuk Reroute



Agreement for Professional Services  
Project: Design Services-Pavement  
Management Plan Phase I  
Project No. 19-310-1100  
Contract No. 1522  
Cost Code: 310-1100-58000



## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

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

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

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II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does 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

Excepting only sole negligence on the part of the City, and to the fullest extent permitted by law, the Consultant shall hold harmless, defend, and indemnify, the City from and against any claim for 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 any occurrence, including, but not limited to, any negligent act(s), error(s), and/or omission(s), in connection with any act in furtherance of the performance the contract. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible to each, respectively.

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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**Project: Design Services-Pavement**  
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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.

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.

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**Project: Design Services-Pavement**  
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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 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



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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 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.

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**Project: Design Services-Pavement**  
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**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 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

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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.
- 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.

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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.