



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and DOWL, LLC (“Consultant”) is effective on the ____day of July, 2025

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

**Project: Rural Roads Repairs – Design Phase 1
Project No: 25-350-2402
Contract No.: 2396
Cost Code: 350-0310-55000.2402**

Consultant’s project manager under this agreement is LaQuita Chmielowski.

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

City’s project manager is Brad Sontag.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$170,357.00.

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



ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

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

ARTICLE 6. Appendices

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

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

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IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

DOWL, LLC

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

Dennis Fleming, Mayor

Printed name

Date:

Date:

ATTEST:

Title:

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #:

Date:

Mailing Address

Nathan Duval, City Manager

City, State, Zip Code

Date:

RECOMMENDED:

Signature of Company Secretary or Attest

Scott Benda, Capital Facilities Director

Date:

Date:

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

Jon S. Wakeland

Date:

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Appendix A

Scope of Work

BASIC SERVICES

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

The scope of work is more specifically described in the attached proposal dated July 18, 2025, which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

Appendix B

Basis of Compensation

On completion of work and submission of invoices, the City shall pay to Consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$170,357.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

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Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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



II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City do not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

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

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one-year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant.

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

V. Payments:

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

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

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

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

VI. Changes:

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

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions that conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this

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Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the

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Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

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

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than



sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- 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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All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

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.

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XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

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City of Valdez
Contract Release Page 1 of 2

The undersigned, _____ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

Project: Rural Roads Repairs – Design Phase 1
Project Number: 25-350-2402 / Contract Number: 2396

The undersigned hereby acknowledges receipt of the amount of \$ _____ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.



My Commission expires:



DOWL Project No.: TBD

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 18, 2025 and shall expire September 30, 2026 between **City of Valdez, 300 Airport Road, Suite 201, Valdez, AK 99686 (Client)** and **DOWL, 5015 Business Park Boulevard, Suite 4000, Anchorage, AK 99503 (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:

Paving and drainage repairs in Corbin Creek Neighborhood, along with gravel surface and drainage repair for Sawmill Drive, Mills Street, and 9th Street.

Representatives: **CLIENT:** Brad Sontag

DOWL: LaQuita Chmielowski, PE, LEED AP

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL:

Reimbursement shall be on a **Fixed Price Lump Sum Basis**, (with a not-to-exceed total of \$170,357). DOWL shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

<u>Phase</u>	<u>Fee</u>
Survey.....	\$24,600
50% Design.....	\$56,474
Construction Documents.....	\$50,800
Bidding Services.....	\$4,955
Permitting.....	\$13,327
Public Involvement.....	\$20,200
Total:	\$170,357

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)
Exhibit A - Scope of Services
Exhibit B - Fee Estimate

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.



IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Accepted for **Client:**

By: _____
Title: _____
Date: _____

Accepted for **DOWL:**

By: _____
Title: _____
Date: _____
Tax ID No or SSN: 92-0166301



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's sub consultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. Insurance

DOWL will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this contract as required



by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.

2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

DOWL will not be responsible for the quality of work for any person or entity (not including DOWL, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters

concerning such products or issuances;

3. Providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or
4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and



omissions of the Client, Client's contractors, consultants, and anyone for whom Client is legally responsible.

3. A party's total liability to the other party and anyone claiming by, through or under the other party for any claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, DOWL and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Alaska, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Alaska, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

J. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

M. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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Exhibit A to Standard Agreement for Professional Services

Scope of Services

Scope

Based on the Valdez Rural Roads Assessment (written by DOWL and dated March 27, 2025), the City of Valdez wants to pursue repair work to Corbin Creek Neighborhood, Sawmill Drive, Mills Street, and 9th Street. Corbin Creek Neighborhood is a residential neighborhood that currently has gravel roads with shallow ditches. The project design will include the following:

- The neighborhood roads will be re-graded to address drainage issues and paved with asphalt. The ditches will be cleaned out and regraded as necessary.
- The majority, if not all, of the driveway culverts will need to be replaced.
- Approximately six snow storage sites exist in the neighborhood. We will evaluate the topographic survey and address drainage issues at the snow storage sites and provide asphalt pavement up to the storage areas.
- Paving of Corbin Creek Neighborhood will be shown as an Additive Alternate; while the Base Bid will include road and ditch grading, culverts, and gravel surface.

Sawmill Drive, Mills Street, and 9th Street are in an industrial area. These roads are topped with gravel and currently there is limited to nonexistent drainage facilities. The roads will be regraded as needed and include ditches or storm drainpipes to address the drainage issues. These roads will remain gravel.

Survey

DOWL will conduct a topographic survey of Corbin Creek Neighborhood, Sawmill Drive, Mills Street, and 9th Street. A surveyed basemap of these roads is required to adequately assess the drainage problems and provide grading corrections. The survey basemap will include ROW and property lines, ground based topography, and utilities that are located during the field work. We will call for locates before the survey crew arrives at the site. An existing conditions basemap will be created in AutoCAD format from the surveyed information. The survey will extend approximately 15-ft beyond the ROW to aid in assessing the drainage patterns and design work.

Construction Documents

We will prepare signed construction documents for Corbin Creek Neighborhood that show regrading, ditches, culverts, driveway aprons to the extent needed, and paving.

We will prepare signed construction documents for Sawmill Drive, Mills Street, and 9th Street that show regrading and gravel surfacing, along with drainage improvements.

A 50% set of design drawings will be provided for review and commenting by COV. We will discuss any review comments and revise the plans and proceed to a 95% set of plans for review and commenting by COV. Once the 95% set of plans have been accepted, we will finalize and sign the construction documents.

The two work areas will be shown in separate plan sets. We estimate the Corbin Creek Neighborhood plan set will be approximately 40 sheets, and the Sawmill Drive, Mills Street, and 9th Street plan set will be approximately 20 sheets. The plans will consist of a cover sheet, survey control, demolition and existing conditions, site layout, grading and stormwater information, road cross sections, and details. The paving or gravel surfacing of the roads will not require significant regrading and will not require profiles of the roads. We will capture the grading information with plan view sheets of the area.

CA Services

These services for work described above will be provided under a separate proposal.



Engineer's Estimate

We will prepare an engineer's estimate for the 50%, and 95%, and final submittals. City of Valdez has provided us with bid tab information for the latest projects that in the city. We will base the unit prices off of this bid tab data

Bidding Services

Bidding assistance will include being available to respond to Contractors' questions during the bidding phase. We will attend a pre-bid conference via Teams and prepare material for addenda items necessary to clarify our work.

Permitting

An Approach Road Permit and Storm Drain Connection Permit will be required for the work occurring within the Richardson Highway Right of Way for both work areas. We will prepare the documents and submittal package for these permits, respond to comments, and coordinate with AKDOT&PF to obtain the ROW permits.

Public Involvement

Our public involvement team will prepare mailers and send them to all addresses in Valdez that will show the phasing plan for design and construction of the Rural Road Repair work.

They will create a new page on the ValdezPavementRehab.com website to display information about this work and include periodic updates, along with creating new graphics and content about this project for the City of Valdez website.

Flyers will be sent out for Phase 1 design and construction showing the Corbin Creek Neighborhood.

Additional flyers will be sent out as the other phases are designed and if construction funding is available.

The City of Valdez will distribute the flyers.

The public involvement team will also assist the city in preparing content for radio ads and coordination with the local radio stations. The city will pay for the radio ads directly.

Assumptions

- Design for new or relocated water, sewer, gas, electric, and communication utility design is not included.
- Wetlands permitting is not required.
- Floodplain mapping is not required.
- We will base the pavement and gravel road sections on the Valdez Rural Roads Assessment. No additional geotechnical work is included.
- We will reference COV standard specifications. Separate specifications will not be provided.
- AKDOT&PF permitting for two Approach Road Permits, and two Storm Drain Connection Permits are included.
- The disturbance area for Corbin Creek Neighborhood is approximately 15 acres; and Sawmill Drive, Mills Street, and 9th Street disturbance area is approximately 6 acres. Both sites will require a SWPPP. The contractor will prepare the SWPPP.
- Topographic surveys for both project sites can be completed at the same time with one mobilization to Valdez by the survey crew. The survey will be conducted when the site is free of ice and snow. Construction staking is not included.
- COV will review and provide comments on the 50% and 95% set of plans. We will schedule a review meeting to discuss and address the comments. Each review meeting will be approximately 1-hour via Teams.
- An Engineer's Estimate will be provided at the 50%, 95%, and final submittals. The unit prices will



be based off the City of Valdez provided bid tabs.

- Depending on the level of detail needed to capture the stormwater improvements, we are expecting to produce approximately 40 sheets for the Corbin Creek Neighborhood plan set; and approximately 20 sheets for the Sawmill Drive, Mills Street, and 9th Street plan set.
- Grading of the roads is limited to reshaping and improving for proper drainage. The alignment and width of the roads will remain unchanged.
- Mailers will be sent out once during the project to all addresses in Valdez. The printing and mailing costs are not included in our fees. DOWL will pay the costs and include them on our monthly invoice to be reimbursed by the City of Valdez, with a 10% markup, unless otherwise directed.
- DOWL will add a new page to the existing ValdezPavementRehab.com website and create new graphics and content about this project for the City of Valdez website. The webpage will receive periodic updates during design, monthly summer construction updates, and any additional updates to notify residents of restricted access.
- Flyer design will be crafted by DOWL and sent to the City of Valdez for printing and distribution. Printing and distribution are not included in our fees.
- Up to six additional flyers will be created for other phases of the project as they are designed and construction funding becomes available.
- We will assist with developing the language for a radio advertisement and coordinating with the radio station. The City of Valdez will pay for the advertisement to air.
- No permitting fees, or printing and distribution costs are included in this proposal except where explicitly stated. At the direction of the City of Valdez, DOWL will cover fees and costs associated with the project and will include them on the monthly invoices. These reimbursements are outside of the fees outlined in this proposal. All fees and costs paid for by DOWL are subject to a 10% processing fee.



DOWL Project No.: TBD

Exhibit B to Standard Agreement for Professional Services Fee Summary



Project: Valdez Rural Road Repair
Client: City of Valdez
Project or Contract #: TBD
7/18/2025

Prepared By:
N. Conway
 Reviewed By:
L. Chmielowski

Summary

Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 1 - Survey	1	Topographic Survey and CAD Basemap	-	\$ -	\$ 24,600.00	\$ -	\$ 24,600.00
	2		-	\$ -	\$ -	\$ -	\$ -
	3		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal	-	\$ -	\$ 24,600.00	\$ -	\$ 24,600.00
Phase 2 - 50% Design	1	Project Management	6	\$ 1,448.00	\$ -	\$ -	\$ 1,448.00
	2	Design Drawings	-	\$ -	\$ -	\$ -	\$ -
	3	Site Plan Model	30	\$ 5,442.00	\$ -	\$ -	\$ 5,442.00
	4	Grading Model	42	\$ 7,686.00	\$ -	\$ -	\$ 7,686.00
	5	Stormwater Model	30	\$ 5,610.00	\$ -	\$ -	\$ 5,610.00
	6	Cover Sheet	4	\$ 692.00	\$ -	\$ -	\$ 692.00
	7	Survey Control Sheet	4	\$ 692.00	\$ -	\$ -	\$ 692.00
	8	Demolition/Existing Condition Sheet	16	\$ 2,936.00	\$ -	\$ -	\$ 2,936.00
	9	Site Plan Sheet	26	\$ 4,582.00	\$ -	\$ -	\$ 4,582.00
	10	Grading and Stormwater Sheet	38	\$ 6,826.00	\$ -	\$ -	\$ 6,826.00
	11	Sections and Details Sheet	16	\$ 2,936.00	\$ -	\$ -	\$ 2,936.00
	12	Engineer's Estimate	-	\$ -	\$ -	\$ -	\$ -
	13	Quantity Calculations	22	\$ 4,058.00	\$ -	\$ -	\$ 4,058.00
	14	Compiling Bid Tabs	12	\$ 2,244.00	\$ -	\$ -	\$ 2,244.00
	15	Document formatting	12	\$ 2,244.00	\$ -	\$ -	\$ 2,244.00
	16	Internal QA/QC	38	\$ 8,396.00	\$ -	\$ -	\$ 8,396.00
	17	COV Review Meeting	3	\$ 682.00	\$ -	\$ -	\$ 682.00
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal	299	\$ 56,474.00	\$ -	\$ -	\$ 56,474.00
Phase 3 - Construction Docs	1	Project Management	6	\$ 1,448.00	\$ -	\$ -	\$ 1,448.00
	2	Address Comments from COV 50% Design Review	12	\$ 2,244.00	\$ -	\$ -	\$ 2,244.00
	3	Design Drawings	-	\$ -	\$ -	\$ -	\$ -
	4	Site Plan Model	20	\$ 3,628.00	\$ -	\$ -	\$ 3,628.00
	5	Grading Model	34	\$ 6,134.00	\$ -	\$ -	\$ 6,134.00
	6	Stormwater Model	24	\$ 4,320.00	\$ -	\$ -	\$ 4,320.00
	7	Cover Sheet	2	\$ 346.00	\$ -	\$ -	\$ 346.00
	8	Survey Control Sheet	2	\$ 346.00	\$ -	\$ -	\$ 346.00
	9	Demolition/Existing Condition Sheet	14	\$ 2,590.00	\$ -	\$ -	\$ 2,590.00
	10	Site Plan Sheet	20	\$ 3,544.00	\$ -	\$ -	\$ 3,544.00
	11	Grading and Stormwater Sheet	26	\$ 4,582.00	\$ -	\$ -	\$ 4,582.00
	12	Sections and Details Sheet	6	\$ 1,122.00	\$ -	\$ -	\$ 1,122.00
	13	Engineer's Estimate	-	\$ -	\$ -	\$ -	\$ -
	14	Quantity Calculations	18	\$ 3,366.00	\$ -	\$ -	\$ 3,366.00
	15	Compiling Bid Tabs	8	\$ 1,552.00	\$ -	\$ -	\$ 1,552.00
	16	Document formatting	8	\$ 1,552.00	\$ -	\$ -	\$ 1,552.00



<div> <div>Project: Valdez Rural Road Repair</div> <div>Client: City of Valdez</div> <div>Project or Contract #: TBD</div> <div>7/18/2025</div> </div>							<div>Prepared By:</div> <div>N. Conway</div> <div>Reviewed By:</div> <div>L. Chmielowski</div>
Summary							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
	17	Internal QA/QC	32	\$ 6,914.00	\$ -	\$ -	\$ 6,914.00
	18	95% COV Review Meeting	3	\$ 682.00	\$ -	\$ -	\$ 682.00
	19	Address COV 95% Comments	10	\$ 1,898.00	\$ -	\$ -	\$ 1,898.00
	20	Revise Engineer's Estimate	14	\$ 2,674.00	\$ -	\$ -	\$ 2,674.00
	21	Internal QA/QC	8	\$ 1,858.00	\$ -	\$ -	\$ 1,858.00
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____	Subtotal	267	\$ 50,800.00	\$ -	\$ 50,800.00
Phase 4 - Bidding Services	1	Project Management	2	\$ 509.00	\$ -	\$ -	\$ 509.00
	2	Pre-Bid Conference	2	\$ 388.00	\$ -	\$ -	\$ 388.00
	3	Respond to Contractor's Questions	12	\$ 2,244.00	\$ -	\$ -	\$ 2,244.00
	4	Issue Addenda	10	\$ 1,814.00	\$ -	\$ -	\$ 1,814.00
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____	Subtotal	26	\$ 4,955.00	\$ -	\$ 4,955.00
Phase 5 - Permitting	1	Project Management	3	\$ 724.00	\$ -	\$ -	\$ 724.00
	2	AKDOT&PF Pre-Application Coordination	8	\$ 1,468.00	\$ -	\$ -	\$ 1,468.00
	3	Preparing Intake Forms	22	\$ 4,058.00	\$ -	\$ -	\$ 4,058.00
	4	Preparing Submittal Packages	22	\$ 4,058.00	\$ -	\$ -	\$ 4,058.00
	5	Respond to Comments	16	\$ 3,020.00	\$ -	\$ -	\$ 3,020.00
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____	Subtotal	71	\$ 13,328.00	\$ -	\$ 13,328.00
Phase 6 - Public Involvement	1	Project Management	10	\$ 2,100.00	\$ -	\$ -	\$ 2,100.00
	2	Mailers	30	\$ 5,014.00	\$ -	\$ -	\$ 5,014.00
	3	Website Updates	30	\$ 5,014.00	\$ -	\$ -	\$ 5,014.00
	4	Flyers	30	\$ 5,014.00	\$ -	\$ -	\$ 5,014.00
	5	Radio Advertisements	18	\$ 3,058.00	\$ -	\$ -	\$ 3,058.00
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____	Subtotal	118	\$ 20,200.00	\$ -	\$ 20,200.00
TOTAL			781	\$ 145,757.00	\$ 24,600.00	\$ -	\$ 170,357.00