



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and CRW ENGINEERING GROUP, LLC (“Consultant”) is effective on the \_\_\_\_ day of April, 2022.

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

**Project: VCT Water Main Replacement  
Project No: 21-350-2107  
Contract No.: 1900  
Cost Code: 350-0310-55000.2107**

Consultant’s project manager under this agreement is Mike Leguineche.

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

City’s project manager is Nathan Duval.

**ARTICLE 1. Scope of Work**

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

**ARTICLE 2. Compensation**

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

**ARTICLE 3. Period of Performance**

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

3.2 The period of performance under this agreement is as follows: (1) Tasks 1-3 shall end and Consultant shall have completed all work for these tasks no later than March 31, 2023, and (2) Task 4 shall end and Consultant shall have completed all work for this task no later than April 30, 2023. Work shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services  
Project: VCT Water Main Replacement  
Project No.: 21-350-2107  
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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: VCT Water Main Replacement  
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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.

**CRW ENGINEERING GROUP, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed name

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

Title: \_\_\_\_\_

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

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

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

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

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

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Sharon Sheidt, Mayor

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

**ATTEST:**

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

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

\_\_\_\_\_  
Mark Detter, 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:

The scope of work is more specifically described in the attached proposal April 13, 2022 which is 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 \$330,007.00 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).

**City of Valdez, Alaska**  
**Valdez Container Terminal Water Main**  
**WORK TASKS (Rev. 4/13/2022)**

**WORK TASK INDEX:**

TASK NO.	TASK DESCRIPTION	PAGE NO.
1.	<i>PROJECT DESCRIPTION</i> .....	1
2.	<i>PROJECT INITIATION &amp; COORDINATION</i> .....	2
3.	<i>SURVEYING &amp; MAPPING</i> .....	2
4.	<i>GEOTECHNICAL INVESTIGATION</i> .....	3
5.	<i>PERMITTING</i> .....	4
6.	<i>DESIGN STUDY MEMO AND 35% DESIGN DRAWINGS</i> .....	4
7.	<i>DESIGN</i> .....	5
8.	<i>ASSISTANCE DURING BIDDING</i> .....	7
9.	<i>PLANNING &amp; GRANT WRITING</i> .....	7
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**1. PROJECT DESCRIPTION**

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**1.1. Facility Description**

Potable water is supplied from an existing 10-inch water main located on Mineral Creek Loop Road to the Valdez Container Terminal (VCT) via an 8-inch water main constructed in 1983. The water system as originally constructed consisted of a looped system to include multiple isolation valves along with eight fire hydrants. Throughout the years, several modifications/repairs have been performed on the water system to include: piping alignment modifications, abandonment of sections of pipe, and addition of a freeze protection system. Due to the abandonment of several sections of pipe, the system is no longer looped to and from the 10-inch water main on Mineral Creek Loop Road. It has been reported by City personnel that the VCT water system experiences freeze ups during the winter months making the system inoperable. Only two of the original six fire hydrants located within the marshalling yard are currently functioning.

The project goals for the VCT Water Main Replacement Project include:

- Improve the VCT water system reliability, including freeze protection
- Provide potable water service to the area
- Provide fire protection to the area
- Minimize operations and maintenance

**1.2. Summary of Project Scope**

The scope of services generally includes providing professional services to provide design, survey, geotechnical investigation, and permitting as required for the project. A summary of project element tasks included in the cost proposal follow:

- Meet with City of Valdez to review scope of services and design criteria
- Investigate and photograph the project area and review proposed connections to existing utilities
- Obtain and review existing data including project area plats, utility as-builts, roadway as-builts, on-site septic system data, and other relevant project information
- Conduct a geotechnical field investigation and provide a report of results

- Provide land surveying services
- Provide permitting effort including ADEC Plan Review Check Lists and Valdez Building Permit
- Prepare design study memo, including 35% complete design plans
- Prepare design submittals to include plans, specifications, and cost estimates at the 65%, 95%, and 100% (bid ready) design levels
- Provide assistance during bidding

## **2. PROJECT INITIATION & COORDINATION**

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### **2.1. City of Valdez Coordination**

To initiate the project, the Consultant shall meet with the Valdez City Engineer to review the scope of services, set the project design criteria, and coordinate project development.

### **2.2. Field Investigation**

The Consultant shall investigate and photograph the project area.

### **2.3. Review Existing Data**

The Consultant shall collect and review existing data including project area plats, utility as-builts, facility as-builts, historic soil borings, previous soils reports, and other relevant project information.

## **3. SURVEYING & MAPPING**

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### **3.1. Surveying & Base Mapping**

The Consultant shall collect land surveying data and reduce the collected data to a form useful for the design. Land Surveying will be performed to the standards called for in the Alaska State Professional Land Surveyors (ASPLS) Standards of Practice.

The field surveying effort will include the following items:

- Collect topographic survey data at the facility and surrounding area to the extents necessary to complete design of the facilities.
- Establish horizontal and vertical control points from existing monuments or from previously established survey control points.
- Locate and establish project coordinates for the existing monuments within the project survey limits.
- The land survey shall collect the following topographic data: structures (including finish floor), asphalt/gravel roadways, existing overhead and buried utilities, soil boring locations, fences/gates, water valves, property corners, existing monumentation, vegetation.

The Consultant shall utilize surveyed data, collected plat data, and topographic mapping to prepare a basemap for the proposed facilities.

### 3.2. Deliverable Items.

<i>Type of Document</i>	<i>Electronic</i>	<i>Paper</i>
	<i>File</i>	<i>Copies</i>
Field Books	1	1
Survey Topo File (AutoCAD Format)	1	---

## 4. GEOTECHNICAL INVESTIGATION

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### 4.1. General

The Consultant shall conduct a geotechnical investigation and provide a report with geotechnical recommendations for the project. The Consultant shall incorporate existing soils information and reports, insofar as practical. Data used from existing reports will be shown and the sources referenced in the Geotechnical Report.

### 4.2. Geotechnical Investigation

The geotechnical field investigation will consist of equipment mobilization and field activities necessary to obtain adequate data to characterize subsurface soil conditions. Under this scope of services, a total of 10 borings are anticipated to a depth of 15'. The Consultant shall coordinate with the City of Valdez to obtain required permits for the work in the right of way and provide appropriate traffic signage and safety devices. Soil boring locations will be cleared for utilities prior to beginning the drilling effort. Additionally, three test holes will be excavated at the existing water main along the causeway to determine location and burial depth of existing water main. It is assumed the City will provide excavation of the water main. Based on the findings, the existing water main along the causeway may be redesigned to a lower excavation to improve freeze protection.

Representative samples of materials collected during field activities will be tested to determine those material characteristics pertinent to the design and construction of the project. Soil samples will generally be collected at 2.5' intervals or as needed to characterize changing soil conditions. An experienced engineer or geologist will be present during the fieldwork to locate the borings, observe the drilling action, collect samples, prepare a descriptive log for the borings, and observe groundwater conditions. The soil samples will be classified in accordance with the Unified Soil Classification System. Upon completion, the borings will be backfilled with auger cuttings and the boring locations marked with survey lath or spray paint for future location.

This subsurface information will allow us to assess the feasibility of burying the new water mains at a lower elevation for improved freeze protection. If large rocks or rep rap are encountered near the surface, it may not be feasible to lower the water mains below the depth of freeze.

The geotechnical investigation shall consist of field activities necessary to evaluate, at a minimum, the following criteria:

- Encountered soil properties
- Excavation and dewatering considerations
- Structural impacts such as trench and building shoring, slope, foundation, backfill, compaction, material, etc.
- Foundation bearing capacity
- Seismic concerns
- Lateral earth forces for potentially pushing pipe or thrust blocks
- Recommendations for the pavement section
- Structural fill and compaction recommendations
- Testing to evaluate the presence of hydrocarbon contamination in the field via photo ionization detector (PID). Soil samples found to exceed PID readings greater than ten (10) ppm or projects within five hundred (500') feet of a documented contaminated site will be tested for GRO, BTEX, DRO, RRO, VOC, and SVOC

#### 4.3. Geotechnical Report

The Consultant shall provide a Geotechnical Report that presents a summary of previous soils information and data collected during the geotechnical investigation and includes geotechnical recommendations to address the criteria listed above. Information shall include at least the following:

- Project vicinity and boring log map
- Description and project scope
- Presentation of the field investigation findings
- Descriptions of the soils encountered during the filed investigation
- Laboratory test results
- Test holes and previous soils information

The report will also include a site description and summary of the field explorations. A boring location map and graphical logs of the borings will support the description of subsurface conditions. The report will be prepared under the supervision of a registered civil engineer experienced in geotechnical engineering.

#### 4.4. Deliverable Items.

<i>Type of Document</i>	<i>Electronic PDF</i>	<i>Paper</i>
	<i>File</i>	<i>Copies</i>
Geotechnical Report - Final (Sealed/Signed)	1	0

### 5. PERMITTING

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#### 5.1. General

The Consultant shall assist the City of Valdez with obtaining the necessary permits required for the project. The Consultant shall fill out the appropriate permit applications, provide technical support, and work directly with the agencies to facilitate permit acquisition. The Consultant shall participate in and keep records of agency scoping meetings, presentations, and agency review contacts.

#### 5.2. Project Permits

Permits and approvals anticipated for this project include:

- ADEC Water Distribution System Plan Review Checklists
- Valdez Building Permit

The City of Valdez will pay all fees associated with these permits.

#### 5.3. Deliverable Items

<i>Type of Document</i>	<i>Electronic PDF</i>	<i>Paper</i>
	<i>File</i>	<i>Copies</i>
ADEC Water Checklists	1	1
Valdez Building Permit	1	1

### 6. DESIGN STUDY MEMO AND 35% DESIGN DRAWINGS

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#### 6.1. General

Upon completion of the field activities, the Consultant shall generate a design study memorandum that at a minimum addresses the following items:

- Connections to existing water systems
- Water main alignments



- Pipe sizing and materials
- Fire hydrant locations
- Freeze protection
- Life Cycle Economic Analysis

The draft design study memorandum will be submitted to the City of Valdez for review and comment. Consultant will meet with City of Valdez to discuss proposed improvements. Upon reaching a consensus on the proposed improvements, Consultant shall finalize the memo and document the final recommendations to be used in the design phase.

## **6.2. 35% Design Drawings**

The Consultant shall generate 35% design drawings of the proposed water improvements.

## **6.3. Deliverable Items.**

<i>Type of Document</i>	<i>Electronic PDF</i>	<i>Paper</i>
	<i>File</i>	<i>Copies</i>
Draft Conceptual Design Memo	1	0
Final Conceptual Design Memo	1	0
35% Design Drawings (11"x17")	1	0

# **7. DESIGN**

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## **7.1. General**

The Consultant shall provide Plans, Specifications, and Engineer's Estimate design assembly suitable for project bidding. This task will be complete when the City of Valdez accepts the 100% Final Design assembly.

## **7.2. Design Plan Sheets**

Each sheet will have a title block and be sealed by a Professional Engineer or Land Surveyor as appropriate, who is registered in the State of Alaska and responsible for the work. Seals will remain unsigned until the Issued For Construction submittal when seals will be signed and dated.

## **7.3. Content and Organization of Plan Set**

It is anticipated the plans will contain at least the following sheets:

- Cover Sheet
- Sheet Index/Abbreviations/Symbols/Notes
- Survey Control
- General Layout
- Circulation Building Site Plan
- Circulating Building Sections
- Water Main Plan and Profile for Marshalling Yard
- Water Main Plan and Profile for Trestle
- Water Main Plan and Profile for Causeway

- Civil Details
- Architectural Sheets
- Mechanical Sheets
- Electrical Sheets
- Controls Sheets

#### **7.4. Specifications**

City of Valdez Standard Specifications and Standard Details – Streets/Drainage/Utilities/Parks (CVSS) will be used for the design of this project. The Consultant shall prepare project specific Special Provisions for review and concurrence by the City. In addition to the Special Provisions, the specifications will include Contractor Submittal List, Bid Forms, Bid Schedule, and Contract Forms.

#### **7.5. Estimate**

The Consultant shall submit an Engineer's Estimate of costs and quantities with each of the plan review submittals (beginning with the 65% design submittal). The Consultant shall not release information pertinent to the Engineer's Estimate, other than to the City of Valdez, without the express written authorization of the City.

#### **7.6. Design Document Review Assembly**

The Consultant shall submit the documents listed below under "Deliverable Items". After review of each submittal by the City of Valdez, the Consultant shall address each review comment to the satisfaction of the City prior to the next submittal.

##### **7.6.1. Preliminary Design (65%)**

The Preliminary Design assembly will consist of drawings, specifications, and engineer's estimate and represent the design effort approximately 65% complete. The drawings will be half size sets on bond. A summary of comments made on the 35% plans submittal along with a response to each comment will be provided with this submittal.

##### **7.6.2. Pre-Final Design (95%)**

The Pre-Final Design assembly will consist of complete sealed and un-signed drawings, specifications, and engineer's estimate and represent the design effort approximately 95% complete. The drawings will be half size sets on bond. A summary of comments made on the 65% plans submittal along with a response to each comment will be provided with this submittal.

##### **7.6.3. Final Design (100%)**

The Final Design assembly will consist of complete sealed and signed drawings, specifications, and engineer's estimate and represent the design effort 100% complete. The submittal will be both paper copies and Adobe PDF copies suitable for publishing on the City's website. A summary of comments made on the 95% plans submittal along with a response to each comment will be provided with this submittal.

### 7.7. Deliverable Items.

<i>Type of Document</i>	<i>Electronic PDF</i>	<i>Paper</i>
	<i>File</i>	<i>Copies</i>
65% Design Assembly	1	0
95% Design Assembly	1	0
100% Design Assembly	1	0

## 8. ASSISTANCE DURING BIDDING

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### 8.1. General

The Consultant shall assist the City of Valdez as requested during project bidding. Personnel that were in responsible charge for engineering and land surveying, and other personnel as necessary, will 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 Consultant shall not communicate about this project with potential bidders for its construction unless directed to do so by the City of Valdez.

### 8.2. Pre-Bid Conference

The design team project engineer shall attend the pre-bid conference via teleconference.

### 8.3. Documents

Within a month after the bid opening, the Consultant shall submit to the City of Valdez the original of documents prepared or modified during bidding. The Consultant shall keep a copy of these documents until construction is complete.

### 8.4. Deliverable Items.

<i>Type of Document</i>	<i>Electronic</i>	<i>Paper</i>
	<i>File</i>	<i>Copies</i>
Documents prepared or modified during bidding	1	1

## 9. PLANNING & GRANT WRITING

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### 9.1. Planning

The Consultant shall work with the City of Valdez to prepare planning documents as needed. Planning services may include updating existing planning documents, public and stakeholder outreach/community meetings, documentation of existing conditions, needs analysis, graphic support, technical writing, project cost estimates/recommendations based on public/stakeholder input, and document production.

### 9.2. Grant Writing – Project Scoping/Funding Strategy

The Consultant shall work with the City of Valdez to develop a priority list of infrastructure projects (an initial effort on this has already been completed during our recent meeting – we will work to finalize this under this task). The projects will be categorized into planning, design, and construction ready projects. Scopes, schedules, and budgets will be developed utilizing any previous work that has been completed. We will also work with the City Manager and Project Team to help identify potential partners located within a project area that may support funding and project development for any funding opportunity. During the entire process of planning and scoping, we will also be helping to develop a funding strategy for the City of Valdez to focus on in order to be proactive about securing funding for projects, in addition to responding to funding grant applications.

### **9.3. Grant Proposal Development**

When funding applications are made available, the Consultant shall begin working on grant applications. The grant application process will differ depending on agency funding requirements. For example, some agencies require only a simple submittal utilizing a single form, drawings and graphics, letters of support, and cost estimates transmitted via email. Other agencies may require a more extensive submittal such as a cost benefit analysis, detailed cost estimates, in-depth submittal via grants.gov. Each grant application package will undertake a series of internal and external reviews before submittal.

## **10. COMPENSATION**

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CRW Engineering Group, LLC will be paid to complete the services as described above on a time and materials basis for an estimated \$330,007 (see attached).

**Valdez Container Terminal Water Main  
PROPOSAL COST**

City of Valdez, Alaska

**BASIC SERVICES**  
Revised 4/13/2022

City of Valdez, Alaska  <
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City of Valdez, Alaska

BASIC SERVICES  
Revised 4/13/2022

City of Valdez, Alaska   
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Notes and Assumptions:

1) 10% markup on subconsultant fees and expenses.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME: PHONE (A/C, No. Ext): 425-709-3600 E-MAIL ADDRESS:	FAX (A/C, No): 425-709-7460
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED  CRW Engineering Group, LLC 3940 Arctic Blvd, Suite 300 Anchorage, AK 99503	NAIC #	


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			P6300D462993COF21	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA3N5156542143G	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3J0686602143	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB3K8752922143G	04/15/2021	04/15/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEH591908454	04/15/2021	04/15/2022	\$ 2,000,000 Per Claim \$ 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Exhibit of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

EXHIBIT OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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Agreement for Professional Services  
Project: VCT Water Main Replacement  
Project No.: 21-350-2107  
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Cost Code: 350-0310-55000.2107



## 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.

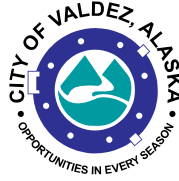
Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

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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**Project: VCT Water Main Replacement**  
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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.

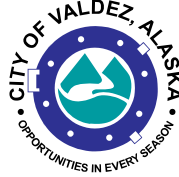
## III. Indemnification

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 which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

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

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

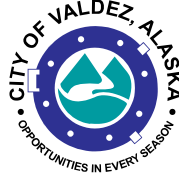
VIII. Inspections:

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

IX. Termination or Suspension:

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

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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.

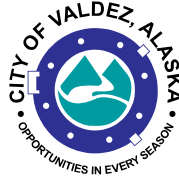
XI. Independent Consultant:

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 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

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

**XIII. Subconsultants, Successors and Assigns:**

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

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the 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

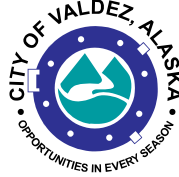


sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. 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:**

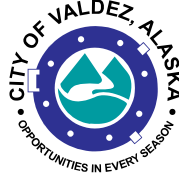
This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

**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: VCT Water Main Replacement**  
**Project Number: 21-350-2107 / Contract Number: 1900**

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: