



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and DOWL, LLC ("Consultant") effective on the 5th day of April 2016.

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

**Project: 2016 City Streets Inspection Services
Project No: 15-310-1140, -1150, -9195
Contract No.: 1254
Cost Code: 310-1150-58000**

Consultant's project manager under this agreement is Eric Voorhees.

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

City's project manager is Laura Langdon.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

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

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 150 days of the written Notice to Proceed. Work Shall proceed in accordance with the schedule set forth in Appendix A.

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ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$100,000	\$300,000
Commercial General Liability	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

ARTICLE 6. Appendices

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

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

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

CONSULTANT
DOWL, LLC

Bradley M. Melocik
By: Bradley M. Melocik
Title: Contract Manager
Date: 4/7/16

4041 B STREET
Mailing Address
Anchorage, AK 99503
City, State, Zip Code
92-0166301
Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: John Shoff Vice President
Corporate Secretary
for John Shoff

CITY OF VALDEZ, ALASKA
AUTHORIZED:

By: Larry Weaver
Mayor
Date: 4-14-16

ATTEST:
By: Sharon L. Deice
City Clerk
Date: 4/14/16

RECOMMENDED:

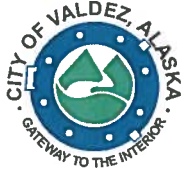
By: Jennis Ragsdale
City Manager
Date: 4-12-2016
By: Steven Miel
Capital Facilities Director
Date: 4-11-2016

APPROVED AS TO FORM:

[Signature]
Attorney for the City of Valdez

Date: 04/06/2016





Appendix A Scope of Work

BASIC SERVICES

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

The scope of work is more specifically described in the attached proposal dated March 22, 2016.



March 22, 2016
W.O. 62123.00

Laura Langdon
Project Manager
City of Valdez
Capital Facilities Department
Capital Projects and Engineering Division
Post Office Box 307
Valdez, Alaska 99686

Subject: 2016 City Streets Project, City of Valdez Contract No. 1234
Revised Construction Administration and Engineering Inspection
Statement of Services and Fees

Dear Ms. Langdon:

DOWL is pleased to submit to the City of Valdez (COV) this revised statement of services and associated fees for the 2016 City Streets project. We greatly appreciate the opportunity to assist the COV with this project and build on the relationship between the COV and DOWL. Per conversations held over the past several weeks, DOWL developed the following statement of services and fees to provide Construction Administration and Engineering Inspection services for three project phases in the COV in 2016. See below for further detail.

SCOPE OF SERVICES

The goal of the contracted services between the COV and DOWL is for DOWL to assist with administering the construction of the Egan Drive Beautification project phase, the East Pioneer Street project phase, and the Hospital Parking Lot Improvements project phase in the COV in 2016. DOWL will help administer these construction project phases and enforce the contract documents by:

- Having a qualified inspector on-site in the COV for the duration of the construction project phases to assist with (including, but not limited to):
 - Civil and structural inspections.
 - Excavation inspections.
 - Material inspection (soil, asphalt compaction testing, concrete, rebar).
 - Storm Water Pollution Prevention Plan (SWPPP) review and inspection.
 - Vehicular and pedestrian traffic control plan inspection.
- Documenting construction activities through daily inspection reports, photographs, video, and other construction documentation.

- Reviewing and recommending approval of Contractor-submitted construction pay requests.
- Coordinating with the Engineers of record for submittal reviews, answers to Contractor-submitted questions, construction change documentation, or to coordinate on-site inspections.
- Acting as a liaison and single point of contact between the COV, the construction contractor, the Engineers of record, and the public in Valdez, to help facilitate the successful construction of the three project phases.
- Attending kick-off, preconstruction, and construction progress meetings and other local coordination meetings with the COV, designers, the construction contractor, and other stakeholders.
- Preparing a final punch list and inspection report.
- Reviewing as-built drawings.
- Assisting the COV with project close-out.
- Per the contract documents provided to DOWL, we understand that Quality Assurance (QA) testing is the responsibility of the construction contractor for only the Egan Drive project phase. QA testing is the responsibility of the COV for the East Pioneer and Hospital Parking Lot project phases. Therefore, DOWL assumes that our field staff will conduct QA testing, on behalf of the COV, for the East Pioneer and Hospital Parking Lot project phases.

OUR TEAM

DOWL will provide an experienced, construction-minded team to help administer this construction project and deliver it successfully in coordination with the COV. Eric Voorhees, P.E. will be DOWL's Project Manager and lead DOWL's efforts under this contract. Eric has over 15 years' experience in the construction industry, leads DOWL's Construction Administration efforts in Alaska, and is well-qualified for this project. Eric will work closely with DOWL's on-site representative and inspector, Mike Felch, who has over 30 years' experience working in various types of inspector and field representative roles. Together, Eric and Mike will make this project a success for the COV. Our team will be physically located in Valdez during active construction and working from DOWL's Anchorage office during project preparation and project close-out.

ASSUMPTIONS

While developing this scope of services and fee estimate, we used the following assumptions:

- The preconstruction meeting for the project will be held the first or second week of April 2016 in Valdez. DOWL's Project Manager, Eric Voorhees, and inspector, Mike Felch, will attend the kick-off meeting in person.
- Construction will begin the week of April 24, 2016, last 18 weeks, and end the week of August 21, 2016. DOWL's on-site inspector will be located in Valdez for this time period.
- DOWL's inspector will work 60 hours per week, on-site and off-site, preparing reports and other construction documentation.
- Office space and an internet connection will not be provided to DOWL's on-site inspector by the COV.
- DOWL did not include time for preparing record drawings or finalizing contractor as-builts.
- DOWL will work with the COV to establish inspection and reporting procedures (formatting and frequency of reports submitted to the COV).
- Although DOWL will coordinate project-related inquiries directly with Design Alaska throughout the duration of this project, the COV will contract directly with Design Alaska for electrical engineering assistance and Design Alaska will not be a subcontractor to DOWL.

SCHEDULE

Upon receipt of Notice-to-Proceed (NTP) for this statement of services and an executed contract, DOWL is immediately available to begin work on this project and coordination with the COV, the construction contractor, and other project stakeholders.

COST SUMMARY

For budgetary purposes, the accounting and invoicing structure shown below will be used for this project.

2016 City Streets Project

- Phase 1 – Preliminary Activities
- Phase 2 – Construction Administration and On-site Administration
- Phase 3 – Project Close-out

Laura Langdon, Project Manager
City of Valdez – Capital Improvements
2016 City Streets
March 22, 2016
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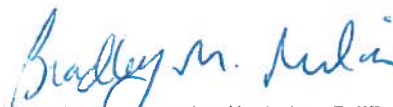
DOWL's cost estimate for this work is \$221,290, and it is proposed that this work be completed on a time and materials (T&M) basis. A detailed cost breakdown is attached to this letter.

Thank you for considering DOWL to be the provider of these Construction Administration and Engineering Inspection services. We are looking forward to working with you on this project, and, as you review this scope of services and fees, please do not hesitate to contact us with any questions.

Sincerely,
DOWL



Eric M. Voorhees, P.E.
Project Manager



Bradley M. Melocik, P.E., P.H.
Contract Manager

20160322.D62123.Langdon.EMV.BMM.lej

Attachments: As stated.

This proposal is accepted, and DOWL is authorized to proceed with all work listed within this proposal.



Authorized Signatory for the City of Valdez

Date



Printed Name

DOWL			
PROFESSIONAL SERVICES FEE ESTIMATE			
PROJECT:	2016 City Streets Inspection Services	Project No.:	1130.62123
		Date:	3/17/2016
		Prepared by:	EMV / BEB
CLIENT:	City of Valdez	Reviewed By:	BMM

Phase	Basic Services (Time and Materials)		Fees
Phase 1	Preliminary Activities		\$18,175
Phase 2	On-Site Inspection and Construction Administration		\$189,885
Phase 3	Project Close-out		\$13,230

Total **\$221,290**

Assumptions:

- See statement of services.

DOWL			
ESTIMATE FOR PROFESSIONAL SERVICES			
PROJECT:	2016 City Streets Inspection Services	WO#	1130.62123
		DATE:	3/17/2016
		Prepared by:	EMV / BEB
CLIENT:	City of Valdez	Reviewed By:	BMM

	Position Description	CM	PM	CA Assist	Inspector		Accounting	Expenses	TOTALS
		BMM	EMV	CKH	MF		SB		
					RT	OT			
	Hourly Rate	\$180.00	\$140.00	\$115.00	\$110.00	\$165.00	\$140.00	10% Markup	
	<u>Construction Administration and Inspection</u>								
Phase 1	Preliminary Activities								
	Project Management, Budgeting, Schedule		3						3
	Billing		4				6		10
	Safety Training and Coordination	4	11		13				28
	Project Familiarization Document Review		6	6	28				40
	- Project Records / File Setup		6	8	16				30
	- Communications with Contractor				14				14
	- Preliminary Meetings with COV, Contractor and Stakeholders	3	4	5	12				24
	Subtotal - Hours	7	34	19	83	0	6		149
	Subtotal - Costs	\$1,260.00	\$4,760.00	\$2,185.00	\$9,130.00	\$0.00	\$840.00	\$0.00	\$18,175.00

Phase 2	On-Site Inspection and Construction Administration								
	Project Coordination	24	24	24					72
	Billing		4				10		14
	Mobilization				8				8
	On-site Inspection and Construction Administration		20	20	720	360			1120
	QA Site visit (2)		24						24
	Demobilization				8				8
	Safety Coordination		4	4					8
	Expenses								
	Lodging (4 months)							\$8,800.00	
	Internet for inspector in Valdez (\$75 / month)							\$330.00	
	Per Diem - Inspector (\$68/day)							\$9,425.00	
	Per Diem - Project Manager (\$68/day)							\$150.00	
	Mileage, ANC-VDZ, roundtrip (\$1.00 / mile)							\$650.00	
	Mileage (10 miles / day) (\$1.00 / mile)							\$1,260.00	
	Flight - Inspector (\$600/flight)							\$660.00	
	Flight - Project Manager (\$600/flight)							\$1,320.00	
	Miscellaneous Shipping							\$1,000.00	
	Troxler Density Gauge (\$50/day) (3 months)							\$4,050.00	
	Subtotal - Hours	24	76	48	736	360	10		1254
	Subtotal - Costs	\$4,320.00	\$10,640.00	\$5,520.00	\$80,960.00	\$59,400.00	\$1,400.00	\$27,645.00	\$189,885.00

Phase 3	Project Close-out								
	Contract Management and Project Management	3	6						9
	Billing / Invoicing		6				6		12
	Preparation of Close-out Documents		10	6	46				62
	Quality Assurance of Close-out Documents	9	10						19
	Subtotal - Hours	12	32	6	46	0	6		102
	Subtotal - Costs	\$2,160.00	\$4,480.00	\$690.00	\$5,060.00	\$0.00	\$840.00	\$0.00	\$13,230.00

Total \$221,290.00

Assumptions:

- 18 week construction schedule, the inspector's time is assumed as 40 hours regular and 20 hours overtime.

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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 \$ 221,290.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions A (Appendix C).

Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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

II. Information and Services from Others:

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

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

III. Indemnification

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless city and City officers and employees from and against all claims, damages, losses and expenses (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) to the extent that the claim, damage, loss or expense arises out of or results from any negligent act or omission of Consultant, Subconsultant, person or organization directly or indirectly employed by the Consultant or Subconsultant, or anyone for whose acts any of them may be liable, done in connection with the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom.

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

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

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

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

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

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

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

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

VI. Changes:

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

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.

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VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

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X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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.

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

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement which subcontract amount exceed \$50,000.

XIV. Claims and Disputes:

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

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

- The provisions of this Agreement which apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract. The Contract Officer reserves the right to make a written request to the Consultant at any

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time for additional information which the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.

- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

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

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

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.

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The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

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

XVII. Minimum Wages:

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