

**Agreement for Professional Services**  
**Project: Project Management Services for the New Small Boat Harbor**  
**Project No.: 310-6450**  
**Contract No. 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**



**City of Valdez**  
**Contract Amendment #9**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and ARCADIS, INC. (“Contractor”), regarding the following AGREEMENT dated the 5<sup>th</sup> day of August 2014:

**Project: Project Management Services for the New Small Boat Harbor**  
**Project No: 310-6450**  
**Contract No.: 1176**  
**Cost Code: Original #310-6450-49551; Current #310-6450-58000**

Contractor’s project manager under this agreement is Ron Rozak, PE.

City’s project manager is Laura Langdon.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: to provide project management and construction administration for Phase II through December 31, 2018.

**ARTICLE 2. Scope of Work - Period of Performance**

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in Appendix A, which is hereby incorporated by this reference.

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$340,548.00

Amount Changed by previously authorized Amendment: \$1,321,607.06

AGREEMENT Amount prior to this Amendment: \$1, 662,155.06

Amount of this Amendment: \$877,313.00 as set forth in Appendix B.

New total AGREEMENT amount including this Amendment: \$2,539,468.06

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**ARTICLE 4. Extent of Agreement:**

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

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 Contractor which does not otherwise exist without regard to this AGREEMENT.

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and affect, except as specifically modified herein by this Amendment.

Appendix C and Appendix D are incorporated herein by reference.

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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.

**ARCADIS, INC.**

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

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

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

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

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

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

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

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

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Elke Doom, City Manager

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

**ATTEST:**

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

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

**RECOMMENDED:**

\_\_\_\_\_  
Dean Day, P.E., Capital Facilities Director

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

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

\_\_\_\_\_  
Anthony S. Guerriero

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

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**Appendix A  
Scope of Work**

**BASIC SERVICES**

The scope of this Contract has been amended over time. This Amendment is for additional services related to project management and construction administration including project coordination and close out through December 31, 2108, as available funds permit, prior to execution of any other Agreement Amendment or other Agreement that the parties may hereafter agree to execute. The scope of work is more specifically described in the letter from Contractor to City dated June 9, 2017

June 9, 2017

Laura Langdon, Project Manager  
City of Valdez  
212 Chenega Ave.  
Valdez, AK 99686

**RE: Valdez New Boat Harbor Phase 2 Construction (June 21, 2017 – December 31, 2018)  
Project Management/Construction Management Services – Contract #1176, Amendment 9**

Dear Ms. Langdon,

We are pleased to continue supporting the City of Valdez and the project team on Phase 2 of the New Boat Harbor Development project. We have based our proposed approach, labor effort and expenses for the management of the Phase 2 Uplands Facilities and Inner Harbor Facilities on the following:

1. Phase 2 Uplands Facilities Inner Harbor Facilities Bid Documents and Addendum
2. Pacific Pile & Marine's (PPM) Preliminary Work Plan and Milestone Schedule dated May 5, 2017
3. Scoping discussions with the City and R&M on May 30, 2017
4. Subsequent discussions with the City to resolve gaps/overlaps between Arcadis' and R&M's services during Phase 2

**Project Staffing:** We are including the same core project management team that has been engaged in the harbor project since Fall 2014, when the Valdez Harbor project management services contract was awarded.

- **Ron Rozak, PE** will provide project management support and on-site construction management in Valdez to oversee site activities. When on-site presence is not warranted, Ron will support the project from our Anchorage office and travel to Valdez for key meetings/project activities. Ron will be supported by Arcadis' Anchorage-based project administration personnel.
- **Roe Sturgulewski (Ascent PgM)** will help administer and coordinate the City contract with USACE; provide risk assessment and management assistance; assist with resolving issues; participate in Executive Committee meetings and briefings as needed; review the master schedule and updates; and review cost proposals or other materials as requested.
- **Joyce Kuhn, Cynthia Oistad and Allison Murrell** will provide budget and schedule management, project administration, meeting minutes, document controls, stakeholder outreach (as requested), and project graphics for presentations and monthly construction progress reports.

**Valdez Project Office:** While in Valdez, Ron proposes to place a small trailer on the City parcel adjacent Fisherman's Dock for use as a field office. Billing amounts for mobilization/demobilization and setup/takedown of the field office and monthly rent (housing is equal to Valdez apartment rental) which includes furniture, utilities, secure internet service, copy machine, cleaning and maintenance are included in this cost proposal. Our proposed cost for providing a field office is less than the quote last spring from a local Contractor. Working from a trailer next to the project site rather than the Capital Facilities office at the airport will allow Ron to have an office at the harbor construction site so he can easily observe site activities and quickly respond to issues in the field. The field office will also provide work space, internet service and copier/scanner for use by R&M's engineers and inspectors during their site visits and inspections.

**City Primary Contact:** We understand that you (Laura Langdon) will be our primary City contact for daily communications. Laura will participate with Arcadis in periodic Executive Committee and construction coordination meetings, facilitate communicating and reporting within the City, assist with authorizations and processing of payment applications and change orders. To maintain management continuity and minimize costs for consultant services, we recommend Laura, or another qualified City employee, perform "fill-in" site observations and inspections as needed, such as during the rock excavation period, when Ron is not at the site or not in Valdez on full-time status.

**R&M Consultants:** Ron will coordinate with R&M's construction phase team throughout Phase 2. As the Engineer of Record, we assume R&M will perform the following services during Phase 2 construction: provide conformed construction documents, participation in coordination meetings, perform timely review of submittals, provide timely responses to requests for technical information (RFIs) from the contractor, provide technical advice to the Owner when needed, perform periodic technical inspections with reports of fabrication/construction, perform Substantial Completion and Final Inspections, and prepare the Record Documents. R&M will perform inspections and provide materials testing services for the uplands and in water construction work, and at the fabrication yards in the Seattle area.

**Phase 2 Scope of Work:** Arcadis is proposing to perform the following project management and construction administration tasks as needed or directed through closeout of the PPM contract. This amendment scope includes services through December 31, 2018, approximately one month after PPM's demobilization date presented in their preliminary project completion schedule. We understand the City's contract with PPM allows for a later completion (October 1, 2019), but it is also understood the City may try to negotiate a shorter completion than proposed by PPM, if the current USACE contract work is completed this summer rather than late December 2017. Below is the scope of management services Arcadis will provide for Phase 2:

- Serve as Owner's Representative and coordinate with stakeholders: City departments, public utilities, USACE, Western Marine Construction (WMC), PPM, SERVS, canneries, State agencies
- Facilitate Executive Committee meetings and brief Ports & Harbor Commission and City Council, each monthly
- Conduct weekly project coordination meetings and special issue meetings with the City and R&M
- Monitor the Phase 2 work progress, costs and schedule and manage the project budget
- Prepare monthly project status reports for distribution to City and Council at second monthly meeting; which will include updates to schedule and project budget
- Coordinate with USACE and WMC for breakwater access and restoration of the areas that were used
- Monitor WMC progress and assist City in administration of contract with USACE, including compliance obligations, review USACE reports, and coordinate turnover of basin control to the City and PPM
- Provide project management and oversight of contractor work, designer services, inspection and testing
- Perform inspections and prepare reports of the Work on days when R&M's inspector is not on site
- Review PPM, R&M and Inspection Firm applications for payment and provide recommendations to the Owner
- Monitor the submittal/shop drawing process and the request for information (RFI) activities
- Administer requests, review cost proposals, and draft change orders for processing by the City
- Coordinate site access and laydown with concurrent construction contracts, i.e. WMC and future fuel vendor
- Oversee the Substantial Completion Final Inspections and monitor punchlist corrective work
- Oversee commissioning, project closeout and final accounting requirements

**Schedule:** Our current contract for project management services will end on June 20, 2017. This proposal includes project management services from June 21, 2017 through December 31, 2018.

**Proposed Cost:** Arcadis is proposing to perform the above services on Time and Materials (T&M) basis not to exceed \$877,313 without authorization. This T&M contract approach allows the City to shift the effort or request optional services within the general scope and contract amount. Our contract summary is shown below and the cost summary breakdown for labor, expenses and consultant services is provided on the attached Fee Schedule. The sub-consultant proposal from Ascent is attached. Our rates have not increased since January 2016. However, in this fee proposal, we have included a modest 3% rate increase effective January 2018.

**Assumptions and Limitations:**

- Special inspections for building construction, subgrade compaction testing, concrete sampling/testing, welding inspection, pile driving technical inspections, and other activities requiring certifications or special qualifications are not included.
- This scope covers proposed activity from June 21, 2017 to December 31, 2018. Only actual labor, expenses at rates quoted, and consultant costs per attached agreement, utilized on the project will be invoiced to the City.
- Daily rates are used for lodging and per diem for periodic site visits, but switch to the monthly lodging rate when the combined costs for lodging and per diem exceeds the full-time lodging rate.
- Monthly rates for the harbor area field office and Ron's lodging are an average that include seasonal variations in electricity, fuel oil and propane consumption and costs and maintenance requirements. Mobilization of the field office includes trailer acquisition, transport to the site, anchoring/blocking/steps at site, renovation to provide efficient office layout, connect electrical and telecom service.
- Uncertainty remains regarding WMC's completion of dredging and breakwater work; early access for PPM to the basin for piling and float installation; modifications to the USACE permits for in-water rock removal, and possible changes related to a Comprehensive Waterfront Development Plan.
- Although we have tried to be conservative in our estimate of the time and expenses to accomplish the above work, our services are dependent on the contractor's activities and schedule and the degree of observation or inspection needed to provide quality assurance, which might change and affect the level or duration of our services. PPM plans to work 7 days per week, 12 hours per day during the in-water rock work and dredging activity, scheduled to start March 14, 2018 and finish May 29, 2018. Our proposal is based on a reasonable approach to oversee PPM's work (not including moving the dredge barge, equipment startup, changes or breakdowns) whereby Ron would work up to 60 hours per week and Laura or others would provide additional oversight as needed.
- Arcadis will inform the City as soon as we become aware of events out of our control that may cause the level and cost for our services to exceed the contract scope and amount.

We welcome an opportunity to discuss this proposal with you and to support the City on successful delivery of this important harbor infrastructure project. If there is additional information we can provide, please contact Ron Rozak at 907.382.2933.

Sincerely,



Kent Crandall, AIA  
Alaska Operations Leader

**Valdez New Boat Harbor Cost Proposal for Phase 2 Project/Construction Management Services - Amendment 9 (June 21, 2017 - Dec 31, 2018)**

Project Team Member	2017 Rates	2017							2017 Total Hours	2018 Rates	2018												2018 Total Hours	TOTAL (2017 + 2018)
		Jun	Jul	Aug	Sept	Oct	Nov	Dec			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Ron Rozak, PE, Construction Manager	\$160	56	188	200	184	192	144	124	1088	\$165	78	104	240	280	280	184	184	192	192	184	154	136	2208	\$537,958
Cynthia Oistad, Contract Admin/Communications	\$131	4	4	4	4	4	4	4	28	\$135	4	4	4	4	4	4	4	4	4	4	4	4	48	\$10,145
Joyce Kuhn, Sr. Project Assistant/Document Control	\$88	8	12	8	8	8	8	8	60	\$91	12	8	8	8	8	8	8	8	8	12	12	12	112	\$15,432
Allison Murrell, Administrative Support	\$78	40	85	85	85	85	85	85	550	\$80	85	85	85	85	85	85	85	85	85	85	85	85	1020	\$124,847
<b>Total Labor Hours</b>		<b>108</b>	<b>289</b>	<b>297</b>	<b>281</b>	<b>289</b>	<b>241</b>	<b>221</b>	<b>1726</b>		<b>179</b>	<b>201</b>	<b>337</b>	<b>377</b>	<b>377</b>	<b>281</b>	<b>281</b>	<b>289</b>	<b>289</b>	<b>285</b>	<b>255</b>	<b>237</b>	<b>3388</b>	<b>\$688,382</b>

Subcontractor	
Ascent Pgm (Roe Sturgulewski + Project Support)	\$105,000
5% markup on Subcontractor	\$5,250
<b>Total Subcontractor Expenses</b>	<b>\$110,250</b>

Expenses	
Round Trip Airfare (ANC-VDZ) (\$320 * 24 trips)	\$7,680
Car rental (Valdez) (\$100/day * 24 days)	\$2,400
ANC Parking or taxi (\$40/trip * 24 trips)	\$960
Vehicle mileage (ANC-VDZ) average 640 miles/trip @ \$0.535/mile (27 trips)	\$9,245
Per Diem - not charged when full-time in Valdez (\$45/day * 50 days)	\$2,250
Lodging, full-time residence in Valdez (\$1800/month *11 months)	\$19,800
Lodging for periodic trips - when not full-time residence in Valdez (\$100 x 80 days)	\$8,000
Harbor area field office mob/demob, rent, furniture, utilities, internet, copier (Lump Sum for \$2000 mob/setup, \$1200/month for 18 months, \$1000 takedown/demob)	\$24,600
5% markup on expenses	\$3,747
<b>Total Expenses</b>	<b>\$78,682</b>

**Assumptions:**

City will only be billed for actual Labor and Expenses per above rates  
Based on PPM Preliminary Milestone Schedule (May 5, 2017) - Completion Date December 2018  
Average of 38 hours per week for Ron Rozak, except for 60 hours/week from March 14 to May 29, 2018  
Average of 23 hours a week for Arcadis admin support  
5-6 hours a week for Roe Sturgulewski (Ascent Pgm)  
Fee includes a 3% labor rate increase effective January 2018

<b>TOTAL COST</b>	<b>\$877,313</b>
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May 23, 2016

Ron Rozak  
Arcadis  
880 H Street, Suite 101  
Anchorage, Alaska 99501

**Re: Valdez New Boat Harbor  
Program Management Support Services**

Dear Ron,

This provides a fee proposal to assist Arcadis in the program management of the remaining work associated with the Valdez New Boat Harbor Project.

Ascent will provide subcontractor support to Arcadis and the City of Valdez in management of the Valdez New Boat Harbor Program as follows.


- Assist Arcadis and the City of Valdez in the administration and coordination of the USACE/ City of Valdez contract. The effort will include, but not be limited to assisting with compliance obligations of the Contract Terms and Conditions, reviewing and negotiation assistance with USACE cost reports and proposals, and negotiation and coordination of turnover of basin control from Western Marine, the USACE contractor, to PPM, the City of Valdez Phase 2 Contractor.
- Provide risk management assistance including assessment, tracking and mitigation. The focus of the effort will include both Construction package(s) and interfaces with other related City of Valdez procurements. The focus and level of effort will be as requested by Arcadis and tailored to meet the Program needs. Comments will be provided to Arcadis and the Executive Committee as requested.
- Assist with Issue Resolution as requested.
- Participate in Executive Committee meetings and other City briefings and/ or meetings as requested. Provide responses to action items assigned during these meetings as requested.
- Provide review and oversight assistance to Arcadis in their management and tracking of the Project Budget. This will include, but not be limited to evaluating structural modifications related to packaging changes, reviewing draft monthly budget reports, and participating in developing Estimates to Complete for individual budget items and/or contingency allocations as requested.

- Assist Arcadis in updating and tracking the overall Program Master Schedule. The Master Schedule will be evaluated and updated as appropriate on a monthly basis.
- Review cost proposals, work products, deliverables or communication pieces as requested.
- Provide other services for the Phase 2 Project and entire Program as requested.

We propose to complete the scope of work listed above on a time and expenses (T&E) basis not to exceed \$105,000. 2017 billing rates for Roe Sturgulewski and Erin Baca would be \$196/hr and \$80/hr respectively. 2018 rates will be increased 3%. It's anticipated the work will be generally complete by the end of 2018 which is consistent and slightly conservative with respect to the PPM Phase 2 New Harbor Development Schedule, dated May 5, 2017. This level of effort equates to approximately 25 hours per month for Roe and 6 hours per month for Erin.

Please contact me at 907.244.8669 if you have any questions or comments to this proposal.

Sincerely,



Roe Sturgulewski  
Program Support  
Ascent  
+1 907 244 8669  
Roe.Sturgulewski@ascentpgm.com

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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 “time and materials” and shall not exceed \$877,313.00 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

**Agreement for Professional Services**

**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities**

**Project No.: 310-6450**

**Contract No. 1085**

**Cost Code: Original #310-6450-58444; Current #310-6450-58000**

**Appendix C  
General Conditions**

**I. Definitions:**

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

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

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

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

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

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

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

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

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

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

**II. Information and Services from Others:**

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

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

**III. Indemnification**

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

**IV. Insurance:**

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

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V. Payments:

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

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

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

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

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

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

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

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VI. Changes:

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

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

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City 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

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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.

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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



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**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 which subcontract amount exceed \$40,000.

**XIV.           Claims and Disputes:**

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

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

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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 Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information which the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

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XV. Extent of Agreement:

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

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant 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.

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.

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**Appendix D**  
**Standard Labor Rates for the Consultant**

See attached labor rate schedule from Arcadis, Inc.

## 2017 Arcadis Rate Schedule

Team Member	Hourly Rate
Ronald Rozak, PE	\$160
Joyce Kuhn	\$88
Allison Murrell	\$78

### NOTES:

This fee schedule includes fully burdened hourly rates inclusive of overhead, G&A, benefits, profit, insurance, etc. Subconsultants and expenses will be billed with a 6% administrative markup.