



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and
CRW Engineering Group, LLC (“Consultant”) effective on the 20th day of December, 2017.

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

Project: West Klutina Repave, Gutter and Sidewalk Replacement

Project No: 17-350-1714

Contract No.: 1342

Cost Code: 350-0310-55000.1714

Consultant’s project manager under this agreement is Rebecca Campbell.

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

City’s project manager is Scott Benda.

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

**Agreement for Professional Services
Project West Klutina Repave, Gutter and
Sidewalk Replacement
Project No. 17-350-1714
Contract No. 1342
Cost Code: 350-0310-55000.1714**



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.

CRW Engineering Group, LLC

**CITY OF VALDEZ, ALASKA
APPROVED:**

BY: _____

Ruth E. Knight, Mayor

DATE: _____

Date: _____

TITLE: _____

ATTEST:

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Mailing Address

Date: _____

City, State, Zip Code

Elke Doom, City Manager

Date: _____

RECOMMENDED:

Signature of Company Secretary or Attest

Nathan Duval, Capital Facilities Director

Date: _____

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

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 November 30, 2017, including the “Additional Services” described therein.

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 \$ 69,995 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).



November 30, 2017

City of Valdez
P.O. Box 307
Valdez, Alaska 99686

Attn: Nathan Duval, Capital Facilities Director

Re: Engineering Services for West Klutina Street Road Design

Dear Mr. Duval:

CRW Engineering Group, LLC is pleased to provide this proposal for engineering services for the West Klutina Street road design from Cottonwood Drive to Hazelet Avenue. The scope of services and fee breakdown are included as attachments.

We understand that the City of Valdez wishes to construct this project during the summer of 2018. CRW is prepared to start the work of this proposal immediately and proceed in accordance with the schedule provided in our scope of services.

CRW proposes to complete the work in accordance with the attached fee proposal, as summarized in the table below:

Task	Fee Terms	Amount
<i>Basic Services</i>		
Project Initiation	Lump Sum	\$1,385
*Design	Lump Sum	\$46,385
Assistance During Bidding	Lump Sum	\$1,990
Assistance During Construction	Time and Expenses	\$7,735
	Subtotal:	\$57,495
<i>Additional Services</i>		
Sidewalk Addition – North Side	Lump Sum	\$6,980
Lighting Design	Lump Sum	\$5,520
	Total:	\$69,995
<i>*Includes Lighting Analysis</i>		

We appreciate the opportunity to submit this proposal and look forward to assisting you with this project. Please let me know if you have any questions.

Sincerely,

CRW ENGINEERING GROUP, LLC

A handwritten signature in blue ink that reads 'Rebecca Campbell'.

Rebecca Campbell, PE, Civil Engineer
Phone: (907) 646-5640 / email: rcampbell@crweng.com

City of Valdez, Alaska
WEST KLUTINA STREET ROAD DESIGN
SCOPE OF SERVICES (11/30/2017)

WORK TASK INDEX:

TASK NO.	TASK DESCRIPTION	PAGE NO.
0.	<i>PROJECT DESCRIPTION</i>	1
1.	<i>PROJECT INITIATION (LUMP SUM)</i>	2
2.	<i>DESIGN (LUMP SUM)</i>	2
3.	<i>ASSISTANCE DURING BIDDING (LUMP SUM)</i>	4
4.	<i>ASSISTANCE DURING CONSTRUCTION (TIME AND EXPENSES)</i>	4
5.	<i>ADDITIONAL SERVICES</i>	5

0. PROJECT DESCRIPTION

0.1. Facility Description

The City of Valdez desires to rehabilitate West Klutina Street between Cottonwood Drive and Hazelet Avenue. West Klutina Street is a 32 foot wide asphalt paved 2-lane roadway with Type 2 curb and gutter on each side. A 4-foot wide sidewalk runs along the south side of Klutina. There is an existing storm drain system that runs along the roadway for the length of the project. There are no known issues with the storm drain system. The total project length is 2,900 feet.

West Klutina Street has existing low spots, potholes, damaged asphalt and uneven settlement. The street grades are relatively flat with resultant drainage issues. The concrete sidewalk on the south side has extensive cracking.

West Klutina runs through a primarily residential area with numerous connecting side streets and driveways. Hermon Hutchens Elementary School is directly south of Klutina Street between Cottonwood Drive and Clark Street. There is an existing school flasher and lighting on the street. New signs will be installed as part of the project.

Due to the length of the project, construction phasing will be considered to minimize impacts to the neighborhood. At a minimum, no work should be done near the school when school is in session.

0.2. Summary of Project Scope

The scope of services generally includes providing professional services to prepare engineered plans and specifications, assistance during bidding, and construction support services. The project area survey and geotechnical investigation were completed previously, and will be provided by the City of Valdez for design of the project.

A summary of project element tasks included in this scope follow:

- Meet with City of Valdez (by teleconference) to review scope of services and design criteria.
- Obtain and review existing data including project area plats, utility record drawings, roadway record drawings, geotechnical data, and other relevant project information.
- Prepare design submittals to include plans, specifications, and cost estimates at the 65% and 100% design levels.
- Prepare Issued for Construction contract documents (bid ready).
- Provide assistance during bidding.

- Provide assistance during construction.

Project design tasks include:

- Evaluate and design roadway cross section. Work will be limited to asphalt and sidewalk replacement. Select areas may have structural section replacement and/or curb and gutter replacement. Existing curb and gutter on the south side to be replaced with barrier curb and gutter.
- Evaluate the existing roadway grade and add additional catch basin structures as needed to assist in drainage collection and potential removal of existing valley gutter.
- Upgrade curb ramps to meet current American's with Disabilities Act (ADA) standards.
- Evaluate the school flasher and the existing lighting system along West Klutina Street.
- Investigate widening the existing sidewalk on the south side of West Klutina Street.
- Upgrade existing fire hydrants to current City of Valdez standards.
- Investigate adding sidewalk on the north side between Cottonwood Drive and Copper Drive and design new sidewalk (via additional services).
- Design lighting improvements (via additional services).

1. PROJECT INITIATION (LUMP SUM)

1.1. City of Valdez Coordination

To initiate the project, Contractor shall teleconference with the Valdez City Engineering Staff to review the scope of services, set the project design criteria, and coordinate project development.

1.2. Review Existing Data

Contractor shall collect and review existing data including project area plats, utility as-builts (Copper Valley Electric Association, Copper Valley Telephone Cooperative, GCI Cable), roadway as-builts, historic soil borings, previous soils reports, and other relevant project information.

2. DESIGN (LUMP SUM)

2.1. General

Contractor 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 Issued For Construction assembly.

2.2. Design Plan Sheets

Each sheet shall 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.

2.3. Content and Organization of Plan Set

It is anticipated the plan set will contain at least the following sheets:

- **Cover Sheet**
- **Sheet Index/Abbreviations/Symbols/Notes**
- **Survey Control (provided by Wrangell Mountain Technical)**

- **Road Improvements (4 sheets)**
- **Roadway Typical Section (1 sheet)**
- **Roadway Details (1 sheet)**
- **Signing Plan (1 sheet)**
- **Curb Ramp Details (1 sheet)**
- **Storm Drain Design (2 sheets)**

2.4. Specifications

City of Valdez Standard Specifications and Standard Details – Streets/Drainage/Utilities/Parks (CVSS) shall be used for the design of this project. Contractor 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.

2.5. Estimate

Contractor shall submit an Engineer's Estimate of costs and quantities with each of the plan review submittals. Contractor 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.

2.6. Design Document Review Assembly

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

2.6.1. Preliminary Design (65%)

The Preliminary Design assembly shall consist of drawings, specifications, and engineer's estimate and represent the design effort at approximately 65% complete. The drawings shall be half size Adobe PDF files. Contractor shall review the 65% submittal with City of Valdez by teleconference.

2.6.2. Final Design/Issued For Construction Documents (100%)

The Final Design assembly shall consist of complete sealed and signed drawings, specifications, and engineer's estimate and represent the design effort 100% complete. The submittal shall be both paper copies and Adobe PDF files suitable for publishing on the City's website. Original half-size bond copies shall be provided. A summary of comments made on the 65% plans submittal along with a response to each comment shall be provided with this submittal.

Reproduction of the Drawings and Specifications for the bidding and construction process will be completed by the City.

2.6.3. Lighting Analysis

A review of the existing lighting system shall be completed. The review will include analysis of the existing system, and a discussion of current lighting practices for residential streets and school zones. The analysis will include a preliminary layout of recommended lighting improvements and a preliminary cost estimate for installation of improvements.

2.7. Deliverable Items.

<i>Type of Document</i>	<i>Adobe PDF File</i>	<i>Paper Copies</i>
65% Design Assembly	1	0
100% Design Assembly	1	5
Lighting Analysis	1	0

2.8. Schedule.

Contractor will begin work immediately upon notice to proceed. Assuming notice to proceed is received on December 15, the following submittal dates will be adhered to:

<i>Deliverable</i>	<i>Date</i>
Submit 65% Design Assembly	January 21, 2018
Review 65% Design w/City of Valdez (by telecon)	February 15, 2018
Submit 100% Design Assembly	March 15, 2018
Bid Opening	April 30, 2018
Construction Start	June 1, 2018

3. ASSISTANCE DURING BIDDING (LUMP SUM)

3.1. General

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

3.2. Pre-Bid Conference

The design team project manager and project engineer shall attend the pre-bid conference by teleconference.

3.3. Documents

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

3.4. Deliverable Items.

Type of Document	Copies	Originals
Documents prepared or modified during bidding	1	1

4. ASSISTANCE DURING CONSTRUCTION (TIME AND EXPENSES)

4.1. General

Contractor shall assist the City of Valdez during project construction, to include attending the pre-construction meeting, responding to requests for interpretation/clarification of design documents, review of submittals, preparation of construction change orders, and site visits.

4.2. Pre-Construction Conference

The design team project engineer and electrical engineer shall attend the pre-construction conference. Attendance shall be by teleconference.

4.3. In-House Construction Management

Contractor shall assist the City during construction by interpreting and clarifying documents as necessary, reviewing submittals, and preparing change orders. Response to design questions and submittal reviews will be completed within 72 hours of receipt.

4.3. On-Site Construction Management

Contractor shall complete one site visit during construction to assist with any issues that may arise during construction.

5. ADDITIONAL SERVICES

5.1. Sidewalk Addition – North Side

If requested by the City of Valdez, the Contractor shall investigate adding a sidewalk on the north side of West Klutina Street. The investigation will include determining sidewalk limits, potential property impacts, and available ROW. The investigation will focus on adding sidewalk in front of Hermon Hutchens Elementary School.

As part of this work, a public meeting will be held in Valdez to gain input from the community and affected property owners. The project engineer shall be present at the meeting to answer questions and provide information on the project. If public support for the sidewalk addition is obtained, the sidewalk will be designed and added to the project drawings.

5.2. Lighting Design

If requested by the City of Valdez, the Contractor shall incorporate the recommended lighting improvements into the project, with submittals at 65% and 100% design.

5.3. Other

The Contractor shall perform additional design services if requested by the City of Valdez. If the City determines that additional task items as described below are required, the Contractor shall provide a scope and fee proposal to complete the requested work. The City may elect to ask the Contractor to perform any single task or combination of tasks of those listed. Additional services may include, but not necessarily be limited to, the following tasks:

5.3.1 Public Involvement

Public involvement is not anticipated for this project. Unless otherwise noted, public involvement including meetings, newsletters, websites, and presentations will be considered additional services.

5.3.2 Permitting

Agency permitting is not anticipated for this project. Permitting services including preparation of a stormwater pollution prevention plan will be considered additional services. It is assumed that ADEC permitting will not be required for replacement of existing fire hydrants.

5.3.3 Additional Design Services

The scope of services for design are described under Section 2. Services provided beyond that specified will be considered additional services.

5.3.4 Additional Bidding Services

The scope of services for bidding services are described under Section 3. Services provided beyond that specified will be considered additional services.

5.3.5 Easement and Property Acquisition

Easement and property acquisition are not anticipated for the project. If it is determined property acquisition is required, these services will be provided as additional services. Additional services may include preparing parcel maps, negotiations, title reports, and appraisals in support of acquiring property.

5.3.6 Construction Management

If requested by the City, construction management will be provided as additional services, to include serving as the CVSS Engineer, providing on-site inspection during construction, and materials testing.

City of Valdez, Alaska
 West Klutina Street Road Design
 LUMP SUM FEE PROPOSAL

Task & Subtask Description	Staff Category, Rate & Projected Hours CRW Engineering Group, LLC							Labor Sub-Total	Expenses Cost x 1.10	Total Subtask	Total Task
	Pete Bellezza, P.E. Principal Civil Engineer	Rebecca Campbell, P.E. Senior Civil Engineer	Staff Civil Engineer II	Bill McDonald, P.E. Senior Electrical Engineer	Staff Electrical Engineer II	Technician III	Admin Assistant				
	\$190	\$175	\$115	\$175	\$115	\$115	\$75				
Task 1 - Project Initiation											
Project Initiation Meeting (By Teleconference)	2	2						\$730	\$20	\$750	
Review Existing Asbuilt Data/Survey Data		1	4					\$635		\$635	
Subtotal Task 1:	2	3	4					\$1,365	\$20	\$1,385	\$1,385
Task 2.6.1 - Preliminary Design (65%) Submittal											
Plans											
Cover Sheet/Sheet Index/Abbreviations		2				8		\$1,270		\$1,270	
Survey Control (By Others)											
Roadway Plan and Profile (2,900 feet)	2	16	40			24		\$10,540		\$10,540	
Drainage	2	10	16			16		\$5,810		\$5,810	
Upgrade Fire Hydrants	1	2	6			4		\$1,690		\$1,690	
Typical Sections		4	6			8		\$2,310		\$2,310	
Details		2	12			12		\$3,110		\$3,110	
Specifications		8					4	\$1,700	\$50	\$1,750	
Engineers Cost Estimate		2	8					\$1,270		\$1,270	
Preliminary Design Assembly			2			2		\$460	\$50	\$510	
Subtotal Task 2.6.1:	5	46	90			74	4	\$28,160	\$100	\$28,260	\$28,260
Task 2.6.2 - Final Design (100%) Submittal											
Plans	2	16	30			26		\$9,620	\$50	\$9,670	
Specifications		4					4	\$1,000	\$50	\$1,050	
Engineers Cost Estimate		1	4					\$635		\$635	
Final Design Assembly			2			2		\$460	\$50	\$510	
Respond to 65% Design Comments		4	4					\$1,160		\$1,160	
Subtotal Task 2.6.2:	2	25	40			28	4	\$12,875	\$150	\$13,025	\$13,025
Task 2.6.3 - Lighting Analysis											
Lighting Analysis		2		14	20			\$5,100		\$5,100	
Subtotal Task 2.6.3:		2		14	20			\$5,100		\$5,100	\$5,100
Task 3 - Assistance During Bidding											
Respond to Bidder Questions		2	2					\$580		\$580	
Pre-Bid Conference (By Teleconference)		2						\$350	\$20	\$370	
Prepare Addendum (If necessary)		2	6					\$1,040		\$1,040	
Subtotal Task 3:		6	8					\$1,970	\$20	\$1,990	\$1,990
Task 4 - Assistance During Construction											
Submittal Review		4	4		4			\$1,620		\$1,620	
Pre-Construction Conference (By Teleconference)		2		2				\$700	\$20	\$720	
Respond to Questions/Change Orders	1	8	8	1	4			\$3,145		\$3,145	
Site Visit (1 day)		10						\$1,750	\$500	\$2,250	
Subtotal Task 4:	1	24	12	3	8			\$7,215	\$520	\$7,735	\$7,735
Task 5.1 - Sidewalk Addition North Side (Additional Service)											
Public Meeting		16				8		\$3,720	\$700	\$4,420	
Design Sidewalk		4	12			4		\$2,540	\$20	\$2,560	
Subtotal Task 5.1:		20	12			12		\$6,260	\$720	\$6,980	\$6,980
Task 5.2 - Lighting Design (Additional Service)											
65% Plans, Specs, & Estimate		1		8	20			\$3,875	\$25	\$3,900	
Final Design				4	8			\$1,620		\$1,620	
Subtotal Task 5.2:		1		12	28			\$5,495	\$25	\$5,520	\$5,520
Total Tasks 1 - 5	10	127	166	29	56	114	8	\$68,440	\$1,555	\$69,995	\$69,995

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Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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

II. Information and Services from Others:

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

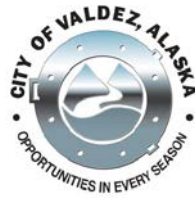
III. Indemnification

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.

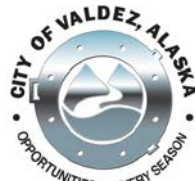
Under no circumstances will City pay for charges in excess of any lump sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow 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.

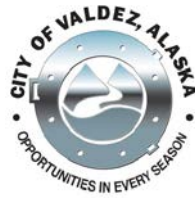
XI. Independent Consultant:

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 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.

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.

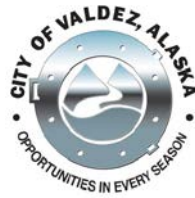
The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement which subcontract amount exceed \$50,000.

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

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

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

- The provisions of this Agreement 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.