



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Bettisworth North Architects and Planners Inc. (“Consultant”) effective on the 20th day of December 2017.

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

**Project: HHES Exterior Upgrades
Project No: 17-310-9509
Contract No.: 1343
Cost Code: 310-9509-58000**

Consultant’s project manager under this agreement is Dale Smythe.

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

City’s project manager is Jessica McKay.

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 three hundred and sixty five (365) 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: HHES Exterior Upgrades
Project No: 17-310-9509
Contract No.: 1343
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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

Agreement for Professional Services
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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.

**BETTISWORTH NORTH ARCHITECTS
AND PLANNERS INC.**

**CITY OF VALDEZ, ALASKA
APPROVED:**

BY: _____

Ruth E. Knight, Mayor

DATE: _____

Date: _____

TITLE: _____

ATTEST:

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Mailing Address

Elke Doom, City Manager

City, State, Zip Code

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

Signature of Company Secretary or Attest

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

Date: _____

Anthony S. Guerriero

Date: _____

Agreement for Professional Services
Project: HHES Exterior Upgrades
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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 December 7, 2017.

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 \$158,855.00 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).

To: *Jessica McKay*

Project Manager I - Capital Facilities

City of Valdez

Office: (907) 835 - 5478 ext. 5

Cell: (928) 864-6940

Valdez Hermon Hutchens Envelope Upgrades- Scope R2

Bettisworth North Architects and Planners (BNAP) is pleased to present this scope and fee to provide design and design team project management of the Envelope and Site upgrades at the Herman Hutchens Elementary School.

Authority Having Jurisdiction- State of Alaska, Dept. of Fire and Life Safety for building plan review.

Scope;

DESIGN

Team Trips;

- Hazmat material testing – one person/one day
- Concept Trip; Dale Dennis and Micah-three people/one day
- Schematic Trip; Dale, support, Micah and support- 4 people/one day

Schedule;

- 1/5 or 1/12- concept scope meeting (design team to Valdez)
- 1/18/18 - 65% due for owner review
- 1/26/18 – COV review complete to design team.
- 3/3/18 - 100% bid documents complete (plans and specs)
- Submit for permit- concurrent with bid period
- 3/4/18 - Upload for bidding
- 3/5/18 - Invitation to Bid
- 4/3/18 – Bid Opening
- 4/9/18 – Construction contract due to city council agenda

212 FRONT STREET FAIRBANKS, ALASKA 99701
PHONE» (907) 456-5780 FAX» (907) 451-8522

2600 DENALI STREET SUITE 710 ANCHORAGE, ALASKA 99503
PHONE» (907) 561-5780 FAX» (907) 562-5780

WWW.BETTISWORTHNORTH.COM



- 4/17/18 – Council Award (Can be pushed to 5/1 if there are any protests or other issues)
- 5/24/18 – Teachers Last Day/Begin Construction
- 8/10/18 – Substantial Completion

Cost estimates:

- ROM for concept base on agreed scope- one page
- 65% submittal -after owner review comment incorporated, detailed estimate.

Up to five bid alternates are accounted for.

Site paving repairs: Two new ADA ramps-one at bus drop one at parent drop, replacement of sidewalk within survey limits. Review of third party survey data, determine applicable use of Portland Cement Concrete or asphalt pavement or a mix of both to replace existing sidewalks. Sidewalk replacement on west side of site will consider new sidewalk and circulation options relevant within scope. Design will coordinate with Klutina Street roadway upgrades considering concurrent design schedules. Unit pricing will be included for import and export of classified fill.

Excluded- site survey, SWPPP, ADEC review, land use permitting or zoning. Geotech investigation is not included. Survey control drawing; recommend this drawing be provided by the surveyor who performed the site survey.

Windows: Classroom sloped glazing window replacement and other vertical window replacement, flashing, framing, insulation, roofing and siding repair as needed. Interior finishes. Tie into foundation, framing sizes-Haz Mat. Include existing vertical window replacement. Commons area window- concept design confirmation (sloped or flat roof) tie into existing structure.

Excluded- doors or door relites, lighting (exterior or interior) or new modified baseboard, exterior or interior grating. New canopies or signage. Flooring replacement is not expected.

PERMIT

Submittal, application, review and response comments – permit during bidding current plan. Permit will be submitted by BNAP, Owner will sign application and pay for permit fee directly to State of Alaska, Dept. of Fire and life safety.

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BIDDING

- BNAP to assist in review, and modification of existing COV Division 0 and 1—to be reviewed and confirmed by COV prior to 100%
- BNAP will organize responses to bidders questions from team members and provide to COV to issue.
- COV to manage the bid process and organize all official communication during bidding and run pre- bid meeting

AWARD

City Of Valdez will coordinate award and contract for construction.

CONSTRUCTION ADMINISTRATION

BNAP to provide CA on a T+M basis, to attend meetings, review submittals, final site visit, respond to RFIs and provide substantial and final completion letters.

Excluded from hourly estimate but available on request- testing or administration of testing, SWPPP review or prep, all construction related permitting and review of pay applications from contractor. Potential scope to include special inspections for concrete and asphalt testing, testing for compaction of subgrade.

Attached are the fee breakdowns for BNAP and consultants. Please feel free to contact us with any questions.

Dale Smythe, AIA. Senior Architect

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Bettisworth North Architects and Planners Professional Services Fee Proposal Date: December 8, 2017			Owner: City Of Valdez Project: HESS Exterior and Site upgrades Concept, Schematic, CD, Bidding			
Professional Services Summary						
	Bettisworth North Architects and Planners			Subconsultants	Markups	Totals by Phase
	Investigative Services	Design Services	Bidding and Construction Services	Consultants Fees		
Predesign and Planning	\$0			\$5,079	\$508	\$5,587
Concept Design		\$7,627		\$12,202	\$1,288	\$21,117
Schematic Design 65%		\$17,197		\$35,760	\$3,683	\$56,640
Design Development		\$0		\$0	\$0	\$0
Construction Documents		\$21,464		\$14,269	\$1,457	\$37,190
Sub Total Design Fee	\$0	\$46,288		\$67,310	\$6,935	\$120,533
Bidding Services			\$3,088	\$2,646	\$265	\$5,999
Construction Services-T+M estimate			\$16,167	\$14,622	\$1,535	\$32,324
Post Construction Services			\$0	\$0	\$0	\$0
Subtotal Bidding, Construction Services, and Post Construction			\$19,255	\$17,268	\$1,799	\$38,322
Professional Services Fees and Direct Costs						
BNAP						
Subconsultants						\$65,543
Total Markups						\$84,578
BNAP Markup Applied to Direct Expenses				10.00%		\$8,734
BNAP Markup Applied to Sub Direct Labor				10.00%		
Total Fees and mark ups						\$158,855

SUMMARY 12/8/2017

Bettisworth North Architects and Planners
Professional Services Fee Proposal
Date: December 8, 2017

Owner: City Of Valdez
Project: HESS Exterior and Site upgrades
Concept, Schematic, CD, Bidding

Task Labor		Hours												Totals			
Task Description		Principal	Project Manager	Senior Architect	Architect	Design Tech II	Design Tech I	Senior LS Architect	LS Architect	LS Design Tech.	Senior Int Designer	Int. Designer	Int. Design Tech	Code Specialist	Drafter I	Project Assistant	Admin Assistant
Concept Design	Architectural Tasks																
	User workshop - Owner meeting		12														2
	Concept drawings-prep		8			8											
	Concept narratives																
	Consultant coordination		2			2											
	Internal coordination																
	Code Review		1														
	Narratives																
	Cost Estimate Coordination and Review		4														
	Quality Control		1														
	Submission prep and distribute																
Concept presentations																	
Subtotal Hours			28			10											2
Architecture Tasks Subtotal			\$5,152			\$1,100											\$150
Interiors Tasks																	
Spaceplanning																	
Interior concepts																	
x																	
x																	
x																	
x																	
Subtotal Hours																	
Interiors Tasks Subtotal																	
Landscape Tasks																	
Existing site analysis circ study and input								3									
Preliminary site layout																	
Prepare rendered site plan																	
x																	
x																	
x																	
Subtotal Hours																	
Landscape Tasks Subtotal																	\$552
Total Hours			28			10											2
Billing Rates Used for all Tasks			\$228.00	\$184.00	\$150.00	\$135.00	\$110.00	\$100.00	\$135.00	\$90.00	\$145.00	\$110.00	\$100.00	\$134.00	\$77.00	\$110.00	\$75.00
Subtotal Labor Fee				\$5,152		\$1,100											\$150
Other Direct Costs		Number	Unit	Rate	Seis	Amount	Subconsultants										Fees
Air Fare: <i>locations</i>		1	total r/t	\$320.00		\$320	Firms										ODC's
Meals and Lodging		1	days	\$60.00		\$60	Civil										\$6,610
Auto Rental		1	days	\$177.00		\$177	Street										\$4,770
Parking		1	days	\$16.00		\$16	Mechanical										
							Electrical										
							Cost										\$822
Reproduction Expenses							Geotech										
			sheets	\$5.00			Survey										
B/W plots (plotter)			sheets	\$15.00			HazMat										
Color plots (plotter)			sheets	\$2.00			LEED										
Printed full size sheets (printing company)			sheets	\$1.50			Energy										
Printed half size sheets (printing company)			sheets	\$0.10													
Copies - Letter Size			per set	\$0.20													
Copies - 11x17 Size			sheets	\$5.75													
Scanning sheets			cnch	\$60.00													
Compile CD			1 months	\$50.00		\$50											
Long Distance Phone and Fax			1 months	\$50.00		\$50											
Postage/express pouch			1 months	\$50.00		\$50											
BNAP ODC Subtotal						\$673	Subconsultants Total										\$12,202
BNAP Markup						\$67	BNAP Markup on Sub DC										\$1,220
		10%					10.00%										
Task Total																	\$21,117

Bettisworth North Architects and Planners Professional Services Fee Proposal Date: December 8, 2017										Owner: City Of Valdez Project: HESS Exterior and Site upgrades Concept, Schematic, CD, Bidding										
Task Labor		Hours																		
Task Description	Principal	Project Manager	Senior Architect	Architect	Design Tech II	Design Tech I	Senior LS Architect	LS Architect	Senior Int Designer	Int. Designer	Int. Designer	Design Tech	Code Specialist	Drafter I	Project Assistant	Admin Assistant	Totals			
Schematic Design																				
Architectural Tasks																				
User/Owner workshop - charrettes																				
Schematic drawings		10			30															
Specifications		16																		
Consultant coordination		10			8															
Internal coordination		10																		
Code Review																				
Materials Research		8																		
Cost Estimate Coordination and Review																				
3D views or renderings					6															
Lead coordination																				
Submittal Prep					4															
Quality Control Review	4																			
	4																			
Subtotal Hours			54		48															
Architecture Tasks Subtotal	\$912	\$9,936			\$5,280												\$16,128			
Interiors Tasks																				
Landscape Tasks																				
65% Drawings																				
65% Details																				
65% Specifications																				
Team Coordination																				
QA/QC																				
Project Management																				
Subtotal Hours																				
Landscape Tasks Subtotal																				
Billing Rates Used for all Tasks																				
	4	54			48															
	\$228.00	\$184.00	\$150.00	\$135.00	\$110.00	\$100.00	\$184.00	\$135.00	\$90.00	\$145.00	\$110.00	\$100.00	\$134.00	\$77.00	\$110.00	\$75.00	\$16,128			
	\$912	\$9,936			\$5,280															
Other Direct Costs																				
Air Fare: <i>locations</i>	2 total r/t		\$320.00		\$640	Civil										Fees	ODC's			
Meals and Lodging	2 days		\$60.00		\$120	Struct										\$21,835				
Auto Rental	1 days		\$177.00		\$177	Mechanical										\$7,016				
Parking	2 days		\$16.00		\$32	Electrical														
	Units					Cost										\$2,172				
	Units																			
Reproduction Expenses																				
B/W plots (plotter)	sheets		\$5.00			Geotech														
Color plots (plotter)	sheets		\$15.00			Survey														
Printed full size sheets (printing company)	sheets		\$2.00			HazMat										\$4,737				
Printed half size sheets (printing company)	sheets		\$1.50			LEED														
Copies - Letter Size	sheets		\$0.10			Energy														
Copies - 11x17 Size	per set		\$0.20																	
Scanning sheets	sheets		\$5.75																	
Compile CD	tech		\$60.00																	
Long Distance Phone and Fax	1 months		\$50.00		\$50															
Postage/express pouch	1 months		\$50.00		\$50															
BNAP ODC Subtotal					\$1,069															
BNAP Markup	10%				\$107															
						Subconsultants Total												\$35,760		
						BNAP Markup on Sub DC												10.00%		\$3,576
						Task Total														\$56,640

**Hermion Hutchens Elementary School Improvements
CRW Engineering Group, LLC
Civil Fee Proposal**

Civil Engineering Basic Services

Task & Subtask Description	CRW Engineering Group							CRW Labor Subtotal	Expenses	Task Total	Comments
	Principal	Project Engineer	Staff Engineer	Staff Surveyor	Engineer EIT	Technician V	Admin Assistant				
CRW Engineering Group, LLC Hermion Hutchens Site Improvements December 2017											
	\$190	\$175	\$155	\$155	\$135	\$135	\$75				
Task A - Concept Design (Lump Sum Fee)											
Office Work									\$25		
Project Initiation and Set Up	2	3						\$905			
Design and Discovery of Repair Options		8						\$1,400			
Team Coordination		6						\$1,050			
Assist with Drawings		4						\$700			
Site Visit											
Prepare and Travel to Valdez		12						\$2,100	\$430		airfare, per diem and ANC parking fees
Total Task A:	2	33	0	0	0	0	0	\$6,155	\$455	\$6,610	
Task B - Preliminary Documents - 65% Design (Lump Sum Fee)											
Site Drawings									\$100		
Format Third Party Surveyors CAD						6		\$810			Created design basemap from provided data
Discovery of Design Options		4	6					\$1,630			
Notes, Legend and Abbreviations Sheet		1			2			\$445			
Existing Conditions Sheet		1			4	2		\$985			
Demolition Plan		2			4			\$890			
Site Plan		4	6		4			\$2,170			may include new signage and paint markings if applicable. Discovery effort to determine
Grading/Elevation Plan		2	10		8			\$2,980			
Site Sections		2	6		4			\$1,820			
Develop Additive Alternates		2	6		2			\$1,550			
Civil Details		3	5		4			\$1,840			
Specifications		5						\$875			Special provisions only, basis of project to use COV standard specs
Drawing Review/QC	4	2						\$1,110			
Coordination and Project Support											
Coordination with Team Members		6						\$1,050			Includes coordination with Klutina Street
Project Management		2						\$350			
Review and Respond to Comments 65% Documents											assume review meeting during the site visit
Review and Comment on Construction Cost Est		4						\$700			
Site Visit											
Prepare and Travel to Valdez		12						\$2,100	\$430		Review meeting for 65% design documents
Total Task B:	4	52	39	0	32	8	0	\$21,305	\$530	\$21,835	
Task C - Final Documents - 100% Design (Lump Sum)											
Site Drawings									\$50		
Update Drawings		6	8		12			\$3,910			
Coordination and Project Support											
Coordination with Team Members		4						\$700			
Project Management		3						\$525			
Review Meeting with COV		3						\$525			
Review and Comment on Construction Cost Est		2						\$350			

**Hermion Hutchens Elementary School Improvements
CRW Engineering Group, LLC
Civil Fee Proposal**

Civil Engineering Basic Services

Task & Subtask Description	CRW Engineering Group							CRW Labor Subtotal	Expenses	Task Total	Comments
	Principal	Project Engineer	Staff Engineer	Staff Surveyor	Engineer EIT	Technician V	Admin Assistant				
CRW Engineering Group, LLC Hermion Hutchens Site Improvements December 2017	\$190	\$175	\$155	\$155	\$135	\$135	\$75				
Total Task C:	0	18	8	0	12	0	0	\$6,010	\$50	\$6,060	
Task D - Assistance During Bidding (Lump Sum Fee)											
Attend pre-bid meeting		2						\$350			by Teleconference
Review Contractor Questions and Provide Response		4	4					\$1,320			
Total Task D:	0	6	4	0	0	0	0	\$1,670	\$0	\$1,670	
Task E - Construction Services (Time and Expense Fee)											
Attend Pre-Construction Meeting(s)		2						\$350			by Teleconference
Coordination w/Contractor		6	4					\$1,670			
Review Submittals		2	4					\$970			
RFI/ASI		2	4					\$970			
Periodic On-Site Inspections Services											as-requested
Pre-Final & Final Inspection											as-requested
Coordination with COV		2						\$350			
Total Task E:	0	14	12	0	0	0	0	\$4,310	\$0	\$4,310	
Basic Services (Lump Sum)										\$36,175	
Basic Services (Time and Expense)										\$4,310	
Total Basic Services (Task A thru E)	6	123	63	0	44	8	0	\$39,450	\$1,035	\$40,485	

ASSUMPTIONS

1. A Storm Water Pollution Prevention Plan will be prepared by the Contractor.
2. Cover sheet provided by others
3. Landscaping provided by BNAP
4. Geotechnical analysis not included or requested.
5. A Traffic Impact Analysis not required or requested
6. Design will coordinate with Klutina Street improvements
7. Construction specifications to follow the COV standards. Special provisions included in book format or on drawings
8. Record Drawings not included
9. Title block provided by Others.
10. Head bolt heaters, light poles, power service and electrical equipment outside the building designed by others
11. A Horizontal Control drawing not included, the design CAD will be provided to the construction surveyor for their field use
12. Survey Control drawing provided by surveyor
13. Agency permitting not included based on scope
14. Above or below ground utilities not expected to be removed or relocated.



4103 Minnesota Drive • Anchorage, Alaska 99503
p: 907.561.1653 f: 907.562.0420 mail@hmsalaska.com

Fee Proposal

DATE	PROPOSAL NO.
12/7/17	P17-12-03

To:
Bettisworth North 2600 Denali St. #710 Anchorage, AK 99503 Attn: Dale Smythe

Project: Valdez Hermon Hutchens Elementary School
Exterior and Site Upgrades
Location: Valdez, AK

1. Project Description and Service

Prepare construction cost estimates for the following scope of work.

- Demolishing exterior sloped windows.
- Extend roof portion and install new vertical straight windows.
- Remove base boards and piping at sloped windows and install new base boards and piping at bottom of new vertical windows.
- Replace sidewalks at new windows and add ADA ramp.
- Incidental floors, walls and ceilings cut and patch affected by new work, including new roofing at extended structure.
- Hazmat abatement, if present.
- Incidental electrical work.

Estimates will be in Unifomat Elemental Categories and priced for summer 2018 competitive bids.

2. Fee Breakdown (Lump Sum)

	<u>Basic</u>	<u>Optional</u>	<u>Total</u>
Concept (ROM) Estimate	\$ 822.00	\$ 0.00	\$ 822.00
65% Design Estimate	2,172.00	0.00	2,172.00
100% Design Estimate	0.00	2,412.00	2,412.00
TOTAL FEE:	\$ 2,994.00	\$ 2,412.00	\$ 5,406.00

Not Included DRS



Fee Proposal

2. Fee Breakdown (Lump Sum) (Continued)

Note:

Should any phase of estimating be omitted from this proposal, HMS reserves the right to increase fee for subsequent estimate by 10% to 30% depending upon the additional level of effort. Also, add two extra days to the schedule for completion of the estimate.

The above fee does not include preparation of additive bid items or alternates. See 4. Terms below.

3. Schedule

Allow the following full working days to provide the proposed services. Time for task completion will begin following receipt of all available design information for that particular phase. Please note that the following durations exclude weekends, holidays and partial days. Also, please give two weeks advance notice for commencing each phase of work.

Concept (ROM) Estimate
65% Design Estimate
100% Design Estimate

Within (4) Full Working Days
Within (5) Full Working Days
Within (5) Full Working Days

4. Terms

Deliverable:

HMS Inc. will provide a copy of our estimate via email in a PDF file format or, if necessary, in Excel. Should a hard copy of the estimate be necessary, at your request, a bound or loose copy will be provided to you.

Drawings:

Architect/Engineer shall provide HMS Inc. with full size, correct scale drawings, along with an electronic set (DWF format preferred). Should these not be provided, it may be necessary to increase our fee proposal and add additional days to complete our work.

Should it be necessary, HMS Inc. has the capability to print one or two drawings, however, depending on the quantity, an additional charge may be added at \$4.00/sheet.

Additive Bid Items or Alternates:

Our fee proposal does not include preparing estimates for additive bid items or alternates (except those included in Section 2 Fee Breakdown) that require re-measurement of work items included in the Base Bid cost estimate. We reserve the right to renegotiate our fee should alternates become necessary beyond one or two minor alternates or additive bid items.

Reimbursable Expenses:

This fee proposal does not provide for long distance phone calls, site visits, meetings with the owner, or any other unforeseen expenses unless listed in Section 2. Fee Breakdown. Any such items, if required, will be charged on a time-and-expense basis at our current rate schedule.

Penalty/Bonus Condition:

This proposal is made on the understanding that we will not be entering into an agreement with the client that includes a penalty/bonus condition dependent on the outcome of the bid. Should such a clause be required, we reserve the right to modify our proposal or possibly withdraw from the project.

Additional Insured:

Any requirements to name additional insureds on our insurance policies may be subject to additional fees should fees be added to our policy by our carrier.



Fee Proposal

4. Terms (Continued)

Payment Terms:

Payment shall be made within (45) days of invoice date. Delayed payment beyond that period is subject to a 1.5% fee per month.

Expiration Date:

This fee proposal is valid for (6) months from the date of issue. HMS Inc. reserves the right to adjust the fee to incorporate the current years rates after the (6) month period.

Change in Scope:

Should the project scope or format change, HMS Inc. reserves the right to modify this proposal. Written approval for work on increased scope items prior to proceeding with additional work will be required.

Notice to Proceed:

Designer/owner will provide written notice to proceed. Delivery of documents is not considered a notice to proceed.

Prepared By:

A handwritten signature in cursive script, appearing to read 'Ehsan Mughal', is written above a horizontal line.

Ehsan Mughal, Principal
EM/ms



4103 Minnesota Drive • Anchorage, Alaska 99503

p: 907.561.1653

f: 907.562.0420

mail@hmsalaska.com

PROPOSAL NO.

P17-12-03

FEE BREAKDOWN

Project: Valdez Hermon Hutchens Elementary School *A/E Firm:* Bettisworth North
Exterior and Site Upgrades
Location: Valdez, AK *Date:* 12/7/17
Prepared By: Ehsan Mughal, Principal

<i>Discipline</i>	<i>Rate</i>	<i>Hours</i>	<i>Subtotal</i>	<i>Total Hours</i>	<i>Total Fee</i>
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Concept (ROM) Design Estimate:

Estimator V	150.00	x	1	=	150.00
Estimator IV	130.00	x	0	=	0.00
Estimator III	120.00	x	4	=	480.00
Estimator II	105.00	x	0	=	0.00
Estimator I	67.00	x	0	=	0.00
Office Support II	70.00	x	2	=	140.00
Office Support I	52.00	x	1	=	52.00

Total Concept (ROM) Design Estimate:

8 Hours

\$ 822.00

65% Design Estimate:

Estimator V	150.00	x	1	=	150.00
Estimator IV	130.00	x	2	=	260.00
Estimator III	120.00	x	9	=	1,080.00
Estimator II	105.00	x	4	=	420.00
Estimator I	67.00	x	0	=	0.00
Office Support II	70.00	x	3	=	210.00
Office Support I	52.00	x	1	=	52.00

Total 65% Design Estimate:

20 Hours

\$ 2,172.00

100% Design Estimate:

Estimator V	150.00	x	1	=	150.00
Estimator IV	130.00	x	2	=	260.00
Estimator III	120.00	x	11	=	1,320.00
Estimator II	105.00	x	4	=	420.00
Estimator I	67.00	x	0	=	0.00
Office Support II	70.00	x	3	=	210.00
Office Support I	52.00	x	1	=	52.00

Total 100% Design Estimate:

22 Hours

\$ 2,412.00

TOTAL:

50 Hours

\$ 5,406.00

EHS - Alaska, Inc.**REVISED DATE:** NA

FILENAME: P17-142 VALDEZ HERMON HUTCHENS EXTERIOR UPGRADES.XLSX **ORIGINAL DATE:** 12/05/17
PROJECT: VALDEZ HERMON HUTCHENS ELEMENTARY SCHOOL EXTERIOR UPGRADES
CONTACT: BETTISWORTH NORTH, DALE SMYTHE, AIA, SENIOR ARCHITECT
AUTHOR: CHRIS OTTOSEN **ASSIGNMENT:** SURVEY, 65% & 100% DESIGN, BID, AND CA

SUMMARY OF FEES AND COSTS

		FIXED	T&M
INSPECTION AND SURVEY REPORT	Page 2	\$5,079	
65% DESIGN	Page 3	\$4,737	
100% CONSTRUCTION DOCUMENTS	Page 4	<u>\$2,070</u>	
BID PHASE SERVICES (T&M)	Page 5		\$967
CONSTRUCTION PHASE SERVICES (T&M)	Page 6		<u>\$5,317</u>
TOTAL PROPOSED FEE; FIXED FEE & TIME AND MATERIALS:		\$11,886	\$6,284

SCOPE OF WORK & ASSUMPTIONS

1. This fee proposal is an estimate for professional services in accordance with EHS-Alaska's standard 2017 fee schedule, to support Bettisworth North and the Valdez City School District in the proposed Hermon Hutchens Elementary School Exterior Upgrades Project located in Valdez, Alaska.
2. EHS-Alaska will conduct a hazardous materials survey of the affected areas for asbestos, lead and interior PCB materials, prepare an abbreviated survey report, prepare a hazardous materials removal and disposal design, and provide limited "in-house" oversight of the hazardous materials portion of the construction phase. Note that the proposed survey will include only those areas and materials which are anticipated to be directly affected by the window replacement and does not include the entire building or other areas which are outside of the planned scope of work. The survey report will include data from the AHERA Asbestos Management Plan and previous work by EHS-Alaska at the school.
3. Sampling will cause minor damage to finishes and surfaces sampled. Samples will be collected from inconspicuous locations where possible. However, repairs to damaged finishes are not included other than to prevent subsequent release of potential asbestos fibers. Roof sampling is not anticipated to be required and is not included in this proposal. Representative painted surfaces will be tested by a portable X-Ray Fluorescence (XRF) lead analyzer. Other hazardous materials such as suspect mercury or PCB-containing materials will be noted, but not sampled, including PCB's in paints or sealants. Materials suspected of containing PCBs or mercury will be assumed to contain PCBs or mercury unless it is labeled "PCB Free" or "No PCBs" or previous testing has determined it to be PCB or mercury free. Free and complete access to all spaces will be provided by the Owner, and copies of available as-built information and floor plans will be provided to EHS by the Owner. This proposal assumes that reasonably accurate AutoCAD backgrounds of the existing floor plans will be provided to EHS-Alaska for use in the report.
4. The Valdez City School District will be responsible for providing snow removal, ladders, and keys to enable inspection of all affected areas.
5. EHS-Alaska will supply 65% and 100% contract document design packages with: the hazardous materials survey report, technical specifications, and full size contract drawings. Bidding and Contract Requirements and General Requirements as well as hard copies of all coordination deliverables will be provided Bettisworth North or the Valdez City School District.
6. Bid phase services include addenda to hazardous materials specifications and revisions to drawings as required, on a time and materials basis.
7. EHS-Alaska will provide the following construction phase services for one construction season, on a time and materials basis:
 - a. Review 2 sets of initial hazardous materials work plan submittals,
 - b. Review of contractor's periodic submittals,
 - c. Review 2 sets of close-out submittals, and
 - d. Prepare an AHERA Response Action Report.

Expedited schedules, standby time due to conditions (weather, air travel, local support, etc.) out of the control of EHS-Alaska will be charged to Bettisworth North at the hourly rates provided in this proposal.

To authorize the work described above under the terms contained in this proposal, please sign this page and email or fax to 907-694-1382 as a Notice to Proceed.

Signature _____

Date _____

Title _____

Company _____

******* PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *******

EHS - Alaska, Inc.**REVISED DATE:** NA**FILENAME:** P17-142 VALDEZ HERMON HUTCHENS EXTERIOR UPGRADES.XLSX **ORIGINAL DATE:** 12/05/17**PROJECT:** VALDEZ HERMON HUTCHENS ELEMENTARY SCHOOL EXTERIOR UPGRADES**CONTACT:** BETTISWORTH NORTH, DALE SMYTHE, AIA, SENIOR ARCHITECT**AUTHOR:** CHRIS OTTOSEN**ASSIGNMENT:** SURVEY, 65% & 100% DESIGN, BID, AND CA**INSPECTION AND SURVEY REPORT**

CODE \ TASK	PRIN	CM	PD	PM	INSP	CAD	ADMIN
60 PROJECT TRAVEL (INCLUDES OT)	0.0	0.0	0.0	9.5	0.0	0.0	0.0
44 TRIP PREP, REVIEW EXISTING DATA	0.0	0.0	0.0	4.0	0.0	0.0	0.0
50 FACILITY SURVEY (INCLUDES OT)	0.0	0.0	0.0	8.5	0.0	0.0	0.0
48 SURVEY REPORT (SEE 65%)	0.0	0.0	0.0	0.0	0.0	2.0	0.0
44 PROJECT MGMT.	1.0	1.0	0.0	2.0	0.0	0.0	0.0

Hour Totals:	1.0	1.0	0.0	24.0	0.0	2.0	0.0
Billing Rate:	\$168.00	\$94.00	\$126.00	\$126.00	\$99.00	\$90.00	\$68.00
Wage Subtotals:	\$168	\$94	\$0	\$3,024	\$0	\$180	\$0

LABOR COSTS:

DIRECT LABOR SUBTOTAL:

\$3,466

DIRECT COSTS:

PHOTOGRAPHY:

\$15

REPROGRAPHICS:

\$20

COURIER (NONE, ELECTRONIC):

\$0

EQUIPMENT (XRF LEAD ANALYZER, DAYS):

1.0 @ \$150/DAY

\$150

SURVEY CONSUMABLES:

\$10

PHONE/FAX:

\$5

SAMPLE SHIPPING:

1 @ \$32 EACH

\$32

DIRECT COST SUBTOTAL:

\$232

DIRECT COST MARK UP @

10.00% =

\$23

LABORATORY COSTS:

ASB. BULK PLM EPA 600/R93/116, 3 DAY

90 @ \$6.50/LAYER

\$585

ASB. BULK ROOF PLM EPA 600, 3 DAY

0 @ \$10.50/LAYER

\$0

LABORATORY COST SUBTOTAL:

\$585

LABORATORY COST MARK UP @

20.00% =

\$117

TRANSPORTATION COSTS:

AIRFARE (\$320 ROUND TRIP + \$75 BAGGAGE FEE BOTH WAYS):

\$470

TAXI (NONE):

\$0

AIRPORT PARKING (1 DAYS @ \$16/DAY):

\$16

RENTAL CAR (1 DAYS @ \$95/DAY):

\$95

LODGING (NONE):

\$0

MEALS (1 DAYS @ \$51/DAY):

\$51

MILEAGE @ =

\$0.535

45 miles

\$24

TRANSPORTATION COST SUBTOTAL:

\$656

TOTAL COSTS, THIS SHEET:**\$5,079**

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

EHS - Alaska, Inc.**REVISED DATE:** NA**FILENAME:** P17-142 VALDEZ HERMON HUTCHENS EXTERIOR UPGRADES.XLSX **ORIGINAL DATE:** 12/05/17**PROJECT:** VALDEZ HERMON HUTCHENS ELEMENTARY SCHOOL EXTERIOR UPGRADES**CONTACT:** BETTISWORTH NORTH, DALE SMYTHE, AIA, SENIOR ARCHITECT**AUTHOR:** CHRIS OTTOSEN **ASSIGNMENT:** SURVEY, 65% & 100% DESIGN, BID, AND CA**65% DESIGN**

CODE \ TASK	PRIN	CM	PD	PM	INSP	CAD	ADMIN
48 DESIGN ANALYSIS (NONE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
52 SPECIFICATIONS	1.0	0.0	0.0	6.0	0.0	0.0	0.0
48 SURVEY REPORT	1.0	0.0	0.0	8.0	0.0	0.0	0.0
32 DESIGN & DRAWINGS	1.0	0.0	0.0	6.0	0.0	8.0	0.0
41 MEETING (TELECONFERENCE)	0.0	0.0	0.0	2.0	0.0	0.0	0.0
28 QUANTITY ESTIMATE	0.0	0.0	0.0	2.0	0.0	1.0	0.0
44 PROJECT MGMT.	1.0	1.0	0.0	1.0	0.0	0.0	0.0
Hour Totals:	4.0	1.0	0.0	25.0	0.0	9.0	0.0
Billing Rate:	\$168.00	\$94.00	\$126.00	\$126.00	\$99.00	\$90.00	\$68.00
Wage Subtotals:	\$672	\$94	\$0	\$3,150	\$0	\$810	\$0

LABOR COSTS:

DIRECT LABOR SUBTOTAL: \$4,726

DIRECT COSTS:

REPROGRAPHICS: \$10

COURIER (NONE, ELECTRONIC): \$0

CAD PLOTTING (NONE, ELECTRONIC): \$0

DIRECT COST SUBTOTAL: \$10

DIRECT COST MARK UP @ 10.00% = \$1

MILEAGE @ = \$0.535 0 miles \$0

TOTAL COSTS, THIS SHEET: \$4,737

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

EHS - Alaska, Inc.**REVISED DATE:** NA**FILENAME:** P17-142 VALDEZ HERMON HUTCHENS EXTERIOR UPGRADES.XLSX **ORIGINAL DATE:** 12/05/17**PROJECT:** VALDEZ HERMON HUTCHENS ELEMENTARY SCHOOL EXTERIOR UPGRADES**CONTACT:** BETTISWORTH NORTH, DALE SMYTHE, AIA, SENIOR ARCHITECT**AUTHOR:** CHRIS OTTOSEN**ASSIGNMENT:** SURVEY, 65% & 100% DESIGN, BID, AND CA**100% CONSTRUCTION DOCUMENTS**

CODE \ TASK	PRIN	CM	PD	PM	INSP	CAD	ADMIN
48 DESIGN ANALYSIS (NONE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
52 SPECIFICATIONS	0.5	0.0	0.0	2.0	0.0	0.0	0.0
32 DESIGN & DRAWINGS	0.5	0.0	0.0	3.0	0.0	5.0	0.0
41 MEETING (TELECONFERENCE)	0.0	0.0	0.0	2.0	0.0	0.0	0.0
28 QUANTITY ESTIMATE	0.0	0.0	0.0	1.0	0.0	0.5	0.0
44 PROJECT MGMT.	1.0	1.0	0.0	1.0	0.0	0.0	0.0

Hour Totals:	2.0	1.0	0.0	9.0	0.0	5.5	0.0
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Billing Rate:	\$168.00	\$94.00	\$126.00	\$126.00	\$99.00	\$90.00	\$68.00
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Wage Subtotals:	\$336	\$94	\$0	\$1,134	\$0	\$495	\$0
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LABOR COSTS:

DIRECT LABOR SUBTOTAL:

\$2,059

DIRECT COSTS:

REPROGRAPHICS:

\$10

COURIER (NONE, ELECTRONIC):

\$0

CAD PLOTTING (NONE, ELECTRONIC):

\$0

DIRECT COST SUBTOTAL:

\$10

DIRECT COST MARK UP @

10.00% =

\$1

MILEAGE @ =

\$0.535

0 miles

\$0

TOTAL COSTS, THIS SHEET:**\$2,070**

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

EHS - Alaska, Inc.**REVISED DATE:** NA**FILENAME:** P17-142 VALDEZ HERMON HUTCHENS EXTERIOR UPGRADES.XLSX **ORIGINAL DATE:** 12/05/17**PROJECT:** VALDEZ HERMON HUTCHENS ELEMENTARY SCHOOL EXTERIOR UPGRADES**CONTACT:** BETTISWORTH NORTH, DALE SMYTHE, AIA, SENIOR ARCHITECT**AUTHOR:** CHRIS OTTOSEN**ASSIGNMENT:** SURVEY, 65% & 100% DESIGN, BID, AND CA**BID PHASE SERVICES (T&M)**

CODE \ TASK	PRIN	CM	PD	PM	INSP	CAD	ADMIN
41 PRE-BID MEETING (TELECONFERENCE)	0.0	0.0	0.0	2.0	0.0	0.0	0.0
32 DRAWING REVISIONS	0.0	0.0	0.0	0.5	0.0	1.0	0.0
52 ADDENDA	0.0	0.0	0.0	1.0	0.0	0.0	0.0
32 CONFORMED DRAWINGS (NONE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
44 PROJECT MGMT.	0.0	0.5	0.0	3.0	0.0	0.0	0.0

Hour Totals:	0.0	0.5	0.0	6.5	0.0	1.0	0.0
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Billing Rate:	\$168.00	\$94.00	\$126.00	\$126.00	\$99.00	\$90.00	\$68.00
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Wage Subtotals:	\$0	\$47	\$0	\$819	\$0	\$90	\$0
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LABOR COSTS:

DIRECT LABOR SUBTOTAL:

\$956

DIRECT COSTS:

REPROGRAPHICS:

\$10

COURIER (NONE, ELECTRONIC):

\$0

CAD PLOTTING (NONE, ELECTRONIC):

\$0

DIRECT COST SUBTOTAL:

\$10

DIRECT COST MARK UP @

10.00% =

\$1

MILEAGE @ =

\$0.535

0 miles

\$0

TOTAL COSTS, THIS SHEET:**\$967**

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

EHS - Alaska, Inc.**REVISED DATE:** NA**FILENAME:** P17-142 VALDEZ HERMON HUTCHENS EXTERIOR UPGRADES.XLSX **ORIGINAL DATE:** 12/05/17**PROJECT:** VALDEZ HERMON HUTCHENS ELEMENTARY SCHOOL EXTERIOR UPGRADES**CONTACT:** BETTISWORTH NORTH, DALE SMYTHE, AIA, SENIOR ARCHITECT**AUTHOR:** CHRIS OTTOSEN **ASSIGNMENT:** SURVEY, 65% & 100% DESIGN, BID, AND CA**CONSTRUCTION PHASE SERVICES (T&M)**

CODE \ TASK	PRIN	CM	PD	PM	INSP	CAD	ADMIN
26 CONSTR. ADMIN.	0.0	0.0	0.0	4.0	0.0	0.0	0.0
41 PRE-CONST. MEETING (TELECONF.)	0.0	0.0	0.0	3.0	0.0	0.0	0.0
54 WORK PLAN SUBM. REVIEW	1.0	0.0	0.0	10.0	0.0	0.0	0.0
50 ENVIR. MONITORING (NONE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
54 REVIEW CONTR. AIR MON.	0.0	0.0	0.0	4.0	0.0	0.0	0.0
50 CLEARANCE TESTING (NONE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
50 VISUAL INSPECTION (NONE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
54 FINAL SUBMITTAL REVIEW	1.0	0.0	0.0	6.0	0.0	0.0	0.0
48 RESPONSE ACTION REPORT	1.0	0.0	0.0	4.0	0.0	0.0	0.0
32 AS-BUILT DRAWINGS	0.5	0.0	0.0	1.0	0.0	3.0	0.0
44 PROJECT MGMT.	1.0	1.0	0.0	1.0	0.0	0.0	0.0
Hour Totals:	4.5	1.0	0.0	33.0	0.0	3.0	0.0
Billing Rate:	\$168.00	\$94.00	\$126.00	\$126.00	\$99.00	\$90.00	\$68.00
Wage Subtotals:	\$756	\$94	\$0	\$4,158	\$0	\$270	\$0

LABOR COSTS:

LABOR SUBTOTAL:

\$5,278

DIRECT COSTS:

PHOTOGRAPHY:

\$15

REPROGRAPHICS:

\$20

EQUIPMENT (ELEC. AIR PUMP, DAYS):

0.0 @ \$20/DAY

\$0

COURIER (NONE, ELECTRONIC):

\$0

CAD PLOTTING (NONE, ELECTRONIC):

\$0

DIRECT COST SUBTOTAL:

\$35

DIRECT COST MARK UP @

10.00% =

\$4

LABORATORY COSTS:

ASB. AIR PCM 7400 LOCAL CLEAR. RUSH, 6 HR

0 @ \$21.50/SAMPLE

\$0

ASB. AIR PCM 7400 OUTSIDE, 1 DAY

0 @ \$7/SAMPLE

\$0

LABORATORY COST SUBTOTAL:

\$0

LABORATORY COST MARK UP @

20.00% =

\$0

TRANSPORTATION COSTS:

AIRFARE:

\$0

TAXI:

\$0

MILEAGE @ =

\$0.535

0 miles

\$0

TRANSPORTATION COST SUBTOTAL:

\$0

TOTAL COSTS, THIS SHEET:**\$5,317**

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

Hermon Hutchens Elementary School Exterior Upgrades

CLIENT: BNAP
PREPARED BY: DLB
DATE: 7 Dec 2017

PAGE 1

FEES\2017GEN\Hermon Hutchens

BBFM Engineers, Inc.
Structural Fee Proposal

COMMENTS:

- Lump Sum design fee
- CA Services will be Time and Material at our standard hourly billing rates. An estimate is provided but this is not a Maximum-Not-To-Exceed
- One site visit during concepts and no site visits through the rest of design
- Revise sloped windows to vertical will new roof areas
- Provide input for exterior concrete
-
- Special Inspection by others

FEE SUMMARY		Labor	Expenses	Total
Design				
Concepts	25%	\$4,385	\$385	\$4,770
65% Design	40%	\$7,016	\$0	\$7,016
100% Design	35%	\$6,139	\$0	\$6,139
Totals		\$17,540	\$385	\$17,925
Bidding		\$0	\$0	\$0
Construction Administration - Estimate		\$4,260	\$385	\$4,645
Totals		\$21,800	\$770	\$22,570

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TASKS	Senior Principal	Principal	Associate	Sr Project Engineer	Project Engineer	Structural Designer	CAD Tech 2	CAD Tech 1	Office Manager	Clerical
Design										
Roofs at windows	4	0	0	0	40	0	0	0	0	0
Exterior concrete input	2	0	0	0	4	0	0	0	0	0
S1 Gen Notes & Abbrev	0	0	0	0	0	0	6	0	0	0
S2 Plans	0	0	0	0	0	0	24	0	0	0
S3 Details	0	0	0	0	0	0	20	0	0	0
Site Vist	12	0	0	0	0	0	0	0	0	0
Design Meetings	2	0	0	0	2	0	0	0	0	0
Specifications	0	0	0	0	6	0	0	0	0	0
Quality Control	0	2	0	0	0	0	0	0	0	0
Permit/Govt Review	2	0	0	0	2	0	0	0	0	0
TOTAL HOURS	22	2	0	0	54	0	50	0	0	0
RATE	\$225.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$115.00	\$95.00	\$135.00	\$60.00
HOURS * RATE	\$4,950	\$360	\$0	\$0	\$6,480	\$0	\$5,750	\$0	\$0	\$0
TOTAL LABOR	\$17,540									
EXPENSES										
Travel	\$320									
Food	\$45									
Lodging	\$0									
Auto	\$0									
Parking	\$20									
Reproduction	\$0									
Delivery	\$0									
TOTAL EXPENSES	\$385									
TOTAL FEE	\$17,925									

PAGE 3

TASKS	Senior Principal	Principal	Associate	Sr Project Engineer	Project Engineer	Structural Designer	CAD Tech 2	CAD Tech 1	Office Manager	Clerical
Bidding										
Bidding	1	0	0	0	6	0	2	0	0	0
TOTAL HOURS	1	0	0	0	6	0	2	0	0	0
RATE	\$225.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$115.00	\$95.00	\$135.00	\$55.00
HOURS * RATE	\$225	\$0	\$0	\$0	\$720	\$0	\$230	\$0	\$0	\$0
TOTAL LABOR	\$1,175									
EXPENSES										
Reproduction	\$0									
Delivery	\$0									
TOTAL EXPENSES	\$0									
TOTAL FEE	\$1,175									

[illegible]

Agreement for Professional Services
Project: HHES Exterior Upgrades
Project No: 17-310-9509
Contract No.: 1343
Cost Code: 310-9509-58000



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.

Agreement for Professional Services
Project: HHES Exterior Upgrades
Project No: 17-310-9509
Contract No.: 1343
Cost Code: 310-9509-58000



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.

Agreement for Professional Services
Project: HHES Exterior Upgrades
Project No: 17-310-9509
Contract No.: 1343
Cost Code: 310-9509-58000



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.

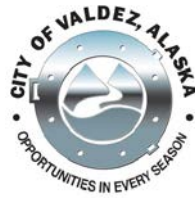
The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

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.

VI. Changes:

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

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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 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

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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:

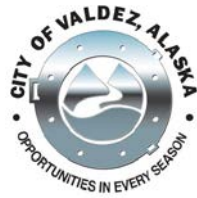
Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant 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.

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.

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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 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.

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- 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.

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.

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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.