



**City of Valdez  
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and

Burkhart Croft Architects, LLC (“Contractor”), dated the 27th day of January 2018, is to the following AGREEMENT dated the 7<sup>th</sup> of November, 2017:

**Project: Valdez Swimming Pool Renovation**

**Project No: 17-350-1419**

**Contract No.: 1328**

**Cost Code: 350-0310-55000.1419**

Contractor’s project manager under this agreement is Dave Dreher

City’s project manager is Jessica McKay.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Construction timeline being extended due to contractor availability. Additional scope of design services to include Pool Locker Room remodel.

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

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in the attached proposal for additional services dated January 27, 2018, which is hereby incorporated by this reference.

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$30,792.00

Amount Changed by previously authorized Amendment: \$0.00

AGREEMENT Amount prior to this Amendment: \$30,792.00

Amount of this Amendment: \$24,523.00

New total AGREEMENT amount including this Amendment: \$55,315.00

ARTICLE 4. Extent of Agreement:

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

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

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

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.

**Burkhart Croft Architects, LLC**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
**Name of Company Rep Authorized to Sign**

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

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

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

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

**ATTEST:**

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

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

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

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

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

**RECOMMENDED:**

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

\_\_\_\_\_  
**Nathan Duval, Capital Facilities Director**

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

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

\_\_\_\_\_  
**Jon S. Wakeland**

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



January 27, 2018

City of Valdez  
Capital Facilities  
212 Chenega  
Valdez, Alaska 99686

Attn: Jessica McKay - Project Manager

Re: **Fee Proposal - Additional Services**  
**Valdez High School - Pool Locker Room Renovation**  
**BCA Project No. 1703**

Jessica

Thanks again for including Burkhart Croft Architects (BCA) in your plans to renovate the existing Locker Rooms at the High School Pool. It is our understanding that this additional proposal will modify the original agreement dated November 7, 2017.

***Proposed Consultants***

We propose to work with RSA Engineering for Mechanical and Electrical. No structural engineering is expected but if a need is encountered we propose using PND Engineering. If needed, structural design services can be added by modification to this original contract.

***Drawings*** – Please note, in our proposal we made every effort we could to combine the efforts. We are proposing adding this scope to the current scope and will combine into one project deliverable. Dependent on the timing of the pool work, that effort may be added to this package. If the pool work is moved to a 2019 construction season, we will coordinate all disciplines into one drawing set.

Similar to the current plan, we are proposing two milestones, the first would be at 65%. This will be provided to you for review and comment, once all stakeholders are satisfied with the direction we will push to full “Bid Documents”. A full design schedule will be developed once an approximate NTP date has been identified.

***Specifications*** – Full Specifications sections will be included for your incorporation into your standard front end.

**Permitting** – BCA will submit building permit application to the State Fire Marshal, and respond to any plan review comments. All permit fees are to be the responsibility of the owner. Please note that this proposal assumes this effort is covered in the original effort.

**Site Visits & CA Services** – CA Services will be billed on a time and materials basis. BCA, RSA & CH will participate in a Pre-Bid and Pre-Construction teleconference meetings and respond to any questions in writing. Additional CA Services to be added to the project are a result of the additional scope and additional review. We will review contractor submittals and allow time to respond to contractor questions, RFI's. This proposal is including substantial completion inspections for all disciplines, but we will coordinate with you to see if this is warranted as the construction moves forward.

**Reimbursable Expenses** – Reimbursable expenses have been covered in our original propose and are sufficient for the additional effort.

For those services described above, we propose an addition to the original contract value as follows:

Design Services:	\$17,358
Bidding & CA Services Administration	<u>\$7,165</u>
<b>TOTAL:</b>	<b>\$24,523</b>

Please note. I informed you of a math error in our original proposal. There was a line item that was duplicated. This resulted in proposal that was \$440 too high. We will not bill this amount from the original proposal. We will break out this line item in future invoices in an effort to track the overage. Specifically, the error was made on sheet 3 of our proposal. The Bid Assistance value of \$440 totaled twice, resulting in the Arch sub-total to be \$2,860 instead of the correct amount of \$2,420. My apologies for this oversight.

We appreciate this opportunity to be of service to the City of Valdez. Please let us know if there are any questions or concerns. Please don't hesitate to call if you have any further questions.

Regards, 

Dave Dreher, AIA  
Burkhart Croft Architects, LLC



**City of Valdez - High School Pool Locker Room Renovation**  
**Fee Proposal - Design & Construction Administration Phases**

January 27, 2018  
 BCA Project No. 1703

PHASE / TASK	ARCH	MECH	ELEC	TOTAL
<b>65% CONSTRUCTION DOCUMENTS</b>				
Technical Specifications	\$4,180	\$2,385	\$1,545	\$8,110
Drawings				
<i>Title Sheet (Complete as part of previous Contract)</i>				
<i>Overall Plan (Complete as part of previous Contract)</i>				
<i>Enlarged Demolition Plan</i>				
<i>Enlarged New Plan</i>				
<i>Reflected Ceiling Plan</i>				
<i>Details</i>				
Construction Documents Milestone / QC Review				
Incorporate QC Review and Final Owner Comments				
<b>Architectural Sub-Total:</b>				
	\$4,180	\$2,385	\$1,545	\$8,110
10% Consultant Mark-Up:				
	\$239		\$155	\$393
<b>Sub-Total:</b>	<b>\$4,180</b>	<b>\$2,624</b>	<b>\$1,700</b>	<b>\$8,503</b>
<b>BID / CONSTRUCTION DOCUMENTS</b>				
Technical Specifications	\$3,080	\$3,085	\$2,165	\$8,330
Drawings				
<i>Title Sheet (Complete as part of previous Contract)</i>				
<i>Overall Plan (Complete as part of previous Contract)</i>				
<i>Enlarged Demolition Plan</i>				
<i>Enlarged New Plan</i>				
<i>Reflected Ceiling Plan</i>				
<i>Details</i>				
Construction Documents Milestone / QC Review				
Incorporate QC Review and Final Owner Comments				
<b>Architectural Sub-Total:</b>				
	\$3,080	\$3,085	\$2,165	\$8,330



January 24, 2018

Burkhart Croft Architects  
880 N Street, Suite 302  
Anchorage, AK 99501

ATTENTION: Dave Dreher

Dear Dave,

**REFERENCE: Valdez Swimming Pool Locker Room Upgrades**

RSA Engineering is pleased to offer a fee proposal for mechanical and electrical engineering services for additional services for the above referenced project. We have based our scope of work on your e-mail correspondence dated 01/18/18 along with the following assumptions:

- We will provide mechanical and electrical design for upgrades to the community locker rooms at the Valdez High School Swimming Pool. The locker room design will be incorporated to the pool upgrades design that is in progress.
- Mechanical design for the locker room upgrades will include new plumbing piping, new plumbing fixtures, heating and ventilation upgrades from the locker room area. New piping will be installed from the locker room area up to the domestic hot and cold water mains at the water heater in the mechanical room above. The heating upgrades will include new heating equipment for the women's locker room as the existing in-floor heating system will be disconnected to accommodate floor demolition for the relocation of showers in the locker room area. Ventilation upgrades will include modifications to the existing exhaust system as required to comply with current mechanical code ventilation requirements for the locker room area.
- Electrical design will include new LED lighting for the locker rooms to comply with IES requirements. Power distribution and low voltage systems will be modified as required for locker room upgrades.
- Fire alarm and sprinkler systems modifications will be performance specified to be designed and installed by the successful bidding fire alarm and sprinkler subcontractors.
- We will provide two design submittals, 65% Design Development and 100% Construction Documents for Bidding. We will provide one copy of design documents at each milestone submittal to allow others to produce the required number of copies necessary for distribution.
- Bid phase services include responding to contractor questions and preparation of addenda material.
- In Office Construction Administration (C/A) services include submittal review, DCVR review/response, review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.
- We have not included any additional site visits to Valdez. We anticipate mechanical and electrical inspections for the locker room area will occur with the inspection for the pool upgrades.

January 24, 2018

**Exclusions:**

- Commissioning services, LEED services, and cost estimation services are not included in our proposal at this time. If these services are desired in the future, we propose to negotiate costs for the work at that time.

RSA proposes the following additional lump sum fee for this project:

<b><u>Task</u></b>	<b><u>Mechanical</u></b>	<b><u>Electrical</u></b>
65% Design	\$ 2,385	\$ 1,545
100% Design	\$ 3,085	\$ 2,165
Bid Phase	\$ 200	\$ 220
In-Office C/A	<u>\$ 1,985</u>	<u>\$ 1,765</u>
	\$ 7,655	\$ 5,695

**ADDITIONAL SERVICES**

**GRAND TOTAL: \$ 13,350**

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We have attached a copy of our Standard Terms and Conditions to provide guidelines for contractual issues in the absence of a formal contract for this project. We look forward to working with you on this project.

Sincerely,



Brian Pekar, P.E.  
Associate Principal Engineer

bpp/hhm  
18-0042/L7240

---

Accepted for Burkhart Croft Architects

## RSA Engineering, Inc – Standard Terms and Conditions

This document is intended to provide guidelines for contractual issues in the absence of a contract supplied by our client.

### **Performance:**

RSA Engineering, Inc., herein known as RSA and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to RSA's performance, unless agreed in writing. RSA is not a guarantor of the project to which its services are directed, and responsibility is limited to work performed for the client. RSA is not responsible for acts and omissions of the client, nor for third parties not under its direct control. RSA shall not be liable for any reason for any special, indirect or consequential damages including loss of use and/or loss of profit. RSA may rely upon information supplied by the client engaging RSA and its contractors or its consultants without independent verifications.

### **Ownership of Documents:**

Documents prepared under this agreement are Instruments of Service for the sole use and benefit of the Owner. RSA retains a property interest in the work products including rights to copy and reuse. RSA grants the Owner a perpetual and non-transferrable license to reproduce the Instruments of Service for their intended use, including the right to reproduce for construction, upkeep, operation and maintenance. RSA will incur no liability from the unauthorized use or modification of the Instruments of Service for other than their original purpose without RSA's written permission. RSA's signatures, professional seals and dates shall be removed from the Instruments of Service when these documents are used for other than their intended purposes.

### **Governing Law:**

This contract shall be governed by the laws of the State of Alaska, and any lawsuits brought thereon shall be filed at the Judicial District Court in Anchorage, Alaska.

### **Insurance:**

RSA maintains errors and omission insurance (claims made basis), commercial general liability insurance, automobile liability insurance and workers compensation and employer's liability insurance for employees performing work under this contract.

### **Indemnity:**

RSA shall indemnify, defend and hold the client, agents and employees harmless from and against any and all claims, demands, suits, liability of any nature under this agreement resulting from negligent acts, errors or omissions of RSA, RSA's officers, agents, and subconsultants who are directly responsible to RSA. RSA is not required to indemnify, defend or hold harmless the client for a claim of, or liability for, independent negligent acts, errors, or omissions of the

client. If there is a claim of, or liability for, a joint negligent act, error or omission of RSA and the Client, the indemnification, defense and hold harmless obligation of this agreement shall be apportioned on a comparative fault basis.

### **Dispute Resolution:**

Prior to initiating court action, RSA and the client shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Anchorage, Alaska. Such notice shall be within the statutory time limit for commencing a legal action involving the controversy. The independent third party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

If the parties do not resolve a dispute through mediation, binding dispute resolution shall be through litigation in a court of competent jurisdiction in Anchorage, AK.

### **Proposals:**

Proposals expire 90 days after submission to a client unless a different expiration limit is included in the proposal. RSA may withdraw or modify a proposal at any time prior to acceptance by the client.

### **Payments:**

Payments for RSA Services shall be made after client's approval of RSA submission and invoice. Client shall review and approve each submission and invoice and shall pay the invoice amount within 30 days (or other agreed upon timetable) of approval. If the owner does not approve a submission it shall be returned to RSA for revision.

### **Invoicing:**

RSA will invoice on a monthly basis. All invoices shall be due and payable upon receipt. Interest charges of 1.5% per month may be assessed for unpaid balances beyond 120 days past due unless other arrangements are made. In the event billing is on a pay when paid basis, RSA and the client agree to six months past due prior to assessing interest charges unless other arrangements are made. It is agreed that in the event of failure of the client to make payments in compliance with this agreement, RSA, at its option, may terminate all services in connection with this agreement.

### **Termination:**

This contract may be terminated by either party upon 30 days written notice, should the other party fail to substantially perform in accordance with the terms and conditions herein. In the event of termination the consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred. RSA reserves the right to complete analysis and records as are necessary to put files in order, and were considered by us necessary to protect our professional reputation.