



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and ARCHITECTS ALASKA, INC. (“Consultant”) is effective on the ____ day of _____ 2019.

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

**Project: Hospital and Clinic Copper Piping Replacement – Construction Administration
Services**

Project No: 17-310-9197

Contract No.: 1519

Cost Code: 315-0310-58000.9197 (Hospital) - \$101,128.10

310-4530-58000 (Clinic) - \$10,731.90

Consultant’s project manager under this agreement is Diane Heaney-Mead.

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

City’s project manager is Tom Sanborn.

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 30 days of the date of Substantial Completion for the associated construction project. Work shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services
Project: Hospital and Clinic Copper Piping
Replacement – Construction Administration
Services
Project No.: 17-310-9197
Contract No.: 1280
Cost Code: 315-0310-58000.9197
310-4530-58000



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.

ARCHITECTS ALASKA, INC.

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Jeremy O'Neil, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Roxanne Murphy, Interim City Manager

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

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

Jon S. Wakeland

Date: _____

Agreement for Professional Services
Project: Hospital and Clinic Copper Piping
Replacement – Construction Administration
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Project No.: 17-310-9197
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Appendix A

Scope of Work

BASIC SERVICES

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

1. Construction Administration – Hospital
2. Construction Administration – Clinic
3. Mechanical Commissioning
4. Record Drawings

The scope of work is more specifically described in the attached proposal dated June 17, 2109 which is incorporated herein by reference.

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 \$111,860 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 (Appendix C).



SERVICE
TEAMWORK
RESPECT
INTEGRITY
DEVOTION
EXCELLENCE

June 17, 2019

City of Valdez, Capitol Facilities Department
300 Airport Road, Suite 201
Attn: Tom Sanborn, Project Manager
Valdez, Alaska 99686

Subject: Airborne Infection Isolation Room & Piping Replacement – CA Services

Project Number: 17025.01

Dear Tom:

Thank you for contacting us regarding the bidding and construction administration services for the Airborne Infection Isolation Room project and the Piping Replacement Project at Providence Valdez Medical Center. Attached is a copy of our fee proposal based on our Understanding of the Scope of Work as outlined below and in the attached letters from AMC Engineers, BBFM Engineers, and RSA Engineering.

Basic Understanding:

The construction of both of these projects will be performed by a single contractor and delivered under Construction Manager/General Contractor method.

Architects Alaska will be responsible for oversight of both of these projects and for coordinating construction administration services between the respective engineers and their scopes of work. It is the expectation that RSA Engineers will be responsible for providing construction administration services only for the Piping Replacement Project. AMC Engineers & BBFM Engineers will be responsible for providing construction administration services only for the Airborne Infection Isolation Room Project.

This fee is based on an 8 month long construction schedule, and assumes that work on the Airborne Infection Isolation Rooms will not be divided into multiple phases. Value engineering services are not included in this scope of services. It is assumed that the Airborne Infection Isolation room project will move forward as designed and that value engineering modifications to the Piping Replacement project will be completed during design.



SERVICE
TEAMWORK
RESPECT
INTEGRITY
DEVOTION
EXCELLENCE

Construction administration services have been separated into two scopes to distinguish between the Clinic and Hospital which have separate owners but shared utilities.

This fee includes the following site visits broken down by firm:

Architects Alaska: 4

AMC Engineers: 3 Mechanical, 1 Electrical

BBFM Engineers: 1

RSA Engineers: 4 Mechanical, 1 Electrical

Additional site visits may be provided at the owner's request and will be billed at the consultant's lump sum rates with 10% markup.

Construction administration services include review and coordination of submittals, responding to Requests for Information (RFIs) and preparation of Architectural Supplemental Information (ASIs) as necessary. It is anticipated that 3 interim site inspections will be required to inspect the fire wall modifications, airborne infection isolation rooms, and piping replacement. This will be supplemented by remote construction observations with owner and contractor furnished photos and reports. At substantial completion a final inspection will be performed accompanied by a substantial completion report.

Record drawings will be prepared for both projects based on contractor furnished markups.

Regards,

Diane Heaney-Mead

Encl: Fee Summary, AMC Fee proposal, BBFM Fee Proposal, RSA fee Proposal.

Fee Summary



Date: 06/17/19

PVMC Construction Administration Services

Job No.: 17052.02

City of Valdez, Capitol Facilities Department
200 Airport Road, Suite 201
Valdez, Alaska 99686

Project Scope Description:

Permittign & Construction Administration services for the Providence Valdez Medical Center Piping Replacement Project and the Airborne Infection Isolation Rooms Project. Engineering services for the piping replacement project will be provided RSA Engineering. Engineering services for the Airborne Infection Isolation Room project will be provided by AMC Engineering & BBFM Engineering.

Fee includes the following site visits :

Architects Alaska - 4
AMC Engineering - 3 Mechanical, 1 Electrical
BBFM Engineering - 1
RSA Engineering - 4 Mechanical, 1 Electrical

Additional site visits may be provided at the owner's request and will be billed on a lump sum basis with markup as outlined in the attached fee

FEE CALCULATION SUMMARY		Fee by Discipline	Architect's Expense	Mark-up on Subs	Fee by Phase
Construction Administration - Hospital					\$ 86,549
Architects Alaska	\$	28,705	\$ 2,358	\$ 5,044	
BBFM Structural Engineering	\$	2,845			
AMC Mechanical Engineering	\$	14,326			
AMC Electrical Engineering	\$	7,333			
RSA Mechanical Engineering	\$	18,792			
RSA Electrical Engineering	\$	7,146			
Not Used	\$	-			
Not Used	\$	-			
Construction Administration - Clinic					\$ 9,111
Architects Alaska	\$	5,155	\$ 786	\$ 288	
BBFM Engineering	\$	-			
AMC Mechanical Engineering	\$	-			
AMC Electrical Engineering	\$	-			
RSA Mechanical Engineering	\$	2,088			
RSA Electrical Engineering	\$	794			
Not Used	\$	-			
Not Used	\$	-			
Mechanical Commissioning					\$ 8,582
Architects Alaska	\$	560	\$ -	\$ 729	
BBFM Structural Engineering	\$	-			
AMC Mechanical Engineering	\$	7,293			
AMC Electrical Engineering	\$	-			
RSA Mechanical Engineering	\$	-			
RSA Electrical Engineering	\$	-			
Not Used	\$	-			
Not Used	\$	-			
Record Drawings					\$ 7,617
Architects Alaska	\$	2,240	\$ -	\$ 489	
BBFM Structural Engineering	\$	235			
AMC Mechanical Engineering	\$	1,425			
AMC Electrical Engineering	\$	588			
RSA Mechanical Engineering	\$	1,760			
RSA Electrical Engineering	\$	880			
Not Used	\$	-			
Not Used	\$	-			
TOTAL LUMP SUM FEE					\$ 111,860

Fee Calculation Worksheet



PVMC Construction Administration Services

City of Valdez, Capitol Facilities Department
200 Airport Road, Suite 201
Valdez, Alaska 99686

Date: 06/17/19
Job No.: 17052.02

Construction Administration - Hospital
Architectural Labor Fee

Task Description	PRINCIPAL / SR. PROJECT MGR	PRINCIPAL / PROJECT MGR	PROFESSIONAL STAFF LEVEL XIV	PROFESSIONAL STAFF LEVEL XIII	PROFESSIONAL STAFF LEVEL XII	PROFESSIONAL STAFF LEVEL XI	PROFESSIONAL STAFF LEVEL X	PROFESSIONAL STAFF LEVEL IX	PROFESSIONAL STAFF LEVEL VIII	PROFESSIONAL STAFF LEVEL VII	PROFESSIONAL STAFF LEVEL VI	PROFESSIONAL STAFF LEVEL V	PROFESSIONAL STAFF LEVEL IV	PROFESSIONAL STAFF LEVEL III	PROFESSIONAL STAFF LEVEL II	PROFESSIONAL STAFF LEVEL I	INFORMATION TECHNOLOGY SERVICES	ADMINISTRATIVE SUPPORT
Pre-construction conference								1.75										
Respond to RFI								36.00										
Submittal Review								20.00										
Project Management								32.00										
Team Coordination								9.00										
Prepare ASI								24.00										
Monthly Construction Observation (Remote)								24.00										
2 Interim Inspections - Hospital								28.00										
1 Substantial Completion Inspection								14.00										
Substantial Completion Report								2.00										
Project Oversight	8.00																	

Subtotal Hours	8.00	0.00	0.00	0.00	0.00	0.00	0.00	190.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hourly Rate	\$ 250	\$ 240	\$ 190	\$ 180	\$ 170	\$ 160	\$ 150	\$ 140	\$ 130	\$ 120	\$ 110	\$ 100	\$ 90	\$ 80	\$ 70	\$ 60	\$ 85	\$ 55

Direct Labor by Position	\$2,000	\$-	\$-	\$-	\$-	\$-	\$-	\$26,705	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total Hours	198.75	Hours																
Architectural Labor Fee																	\$	28,705.00

Estimated Reimbursable Expenses Construction Administration - Hospital

Printing																		
Paper Plots	0 Sheets @	\$ 1.00	each														\$	-
Mylar or Special Paper Plots	0 Sheets @	\$ 5.00	each														\$	-
Drawing Sets	0 Sets @		0 Sheets @	\$ 1.50	/ sheet												\$	-
Specifications / Reports Books	0 Books @		0 Pages	\$ 0.10	/ page												\$	-
Travel																		
Air Fare	3 RT @	\$	600.00														\$	1,800.00
Ground Transport	3 Day @	\$	100.00														\$	300.00
Mileage	75 Miles @	\$	0.585	per mile													\$	43.88
Per Diem	3 Days @	\$	50.00	per day per	0	people											\$	-
Communication																		
Long Distance Telephone			0 Month @	\$	20.00												\$	-
Courier			0 Packages @	\$	15.00												\$	-
Mark-up	10%																\$	214.39
SUBTOTAL - Estimated Reimbursable Expenses Construction Administration - Hospital, including Mark-up																	\$	2,358.26

Construction Administration - Hospital Consultant Fees

BBFM Structural Engineering	\$	2,845																
AMC Mechanical Engineering	\$	14,326																
AMC Electrical Engineering	\$	7,333																
RSA Mechanical Engineering	\$	18,792																
RSA Electrical Engineering	\$	7,146																
Not Used	\$	-																
Not Used	\$	-																
Mark-up	10%	\$	5,044															
SUBTOTAL -Construction Administration - Hospital Consultant Fees, including Mark-up																	\$	55,486.20
SUBTOTAL - Construction Administration - Hospital																	\$	86,549.46

Fee Calculation Worksheet



PVMC Construction Administration Services

Construction Administration - Clinic
Architectural Labor Fee

Task Description	PRINCIPAL / SR. PROJECT MGR	PRINCIPAL / PROJECT MGR	PROFESSIONAL STAFF LEVEL XIV	PROFESSIONAL STAFF LEVEL XIII	PROFESSIONAL STAFF LEVEL XII	PROFESSIONAL STAFF LEVEL XI	PROFESSIONAL STAFF LEVEL X	PROFESSIONAL STAFF LEVEL IX	PROFESSIONAL STAFF LEVEL VIII	PROFESSIONAL STAFF LEVEL VII	PROFESSIONAL STAFF LEVEL VI	PROFESSIONAL STAFF LEVEL V	PROFESSIONAL STAFF LEVEL IV	PROFESSIONAL STAFF LEVEL III	PROFESSIONAL STAFF LEVEL II	PROFESSIONAL STAFF LEVEL I	INFORMATION TECHNOLOGY SERVICES	ADMINISTRATIVE SUPPORT
Pre-construction conference								0.25										
Respond to RFI								4.00										
Submittal Review								4.00										
Project Management								4.00										
								3.00										
Prepare ASI								1.00										
Monthly Construction Observation (remote)								3.00										
1 Interium Inspection - Clinic								14.00										
Project Oversight	2.00																	

Subtotal Hours	2.00	0.00	0.00	0.00	0.00	0.00	0.00	33.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hourly Rate	\$ 250	\$ 240	\$ 190	\$ 180	\$ 170	\$ 160	\$ 150	\$ 140	\$ 130	\$ 120	\$ 110	\$ 100	\$ 90	\$ 80	\$ 70	\$ 60	\$ 85	\$ 55

Direct Labor by Position	\$500	\$-	\$-	\$-	\$-	\$-	\$-	\$4,655	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
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Total Hours	35.25	Hours																
Architectural Labor Fee																	\$	5,155.00

Estimated Reimbursable Expenses Construction Administration - Clinic

Printing																		
Paper Plots	0 Sheets @	\$ 1.00	each														\$	-
Mylar or Special Paper Plots	0 Sheets @	\$ 5.00	each														\$	-
Drawing Sets	0 Sets @		0 Sheets @	\$ 1.50	/ sheet												\$	-
Specifications / Reports Books	0 Books @		0 Pages	\$ 0.10	/ page												\$	-
Travel																		
Air Fare	1 RT @	\$	600.00														\$	600.00
Ground Transport	1 Day @	\$	100.00														\$	100.00
Mileage	25 Miles @	\$	0.585	per mile													\$	14.63
Per Diem	1 Days @	\$	50.00	per day per	0	people											\$	-
Communication																		
Long Distance Telephone	0 Month @	\$	20.00														\$	-
Courier	0 Packages @	\$	15.00														\$	-
Mark-up	10%																\$	71.46
SUBTOTAL - Estimated Reimbursable Expenses Construction Administration - Clinic, including Mark-up																	\$	786.09

Construction Administration - Clinic Consultant Fees

BBFM Engineering	\$	-																
AMC Mechanical Engineering	\$	-																
AMC Electrical Engineering	\$	-																
RSA Mechanical Engineering	\$	2,088																
RSA Electrical Engineering	\$	794																
Not Used	\$	-																
Not Used	\$	-																
Mark-up	10%	\$	288															
SUBTOTAL - Construction Administration - Clinic Consultant Fees , including Mark-up																	\$	3,170.20
SUBTOTAL - Construction Administration - Clinic																	\$	9,111.29

Fee Calculation Worksheet



PVMC Construction Administration Services

Mechanical Commissioning Architectural Labor Fee																		
Task Description	PRINCIPAL / SR. PROJECT MGR	PRINCIPAL / PROJECT MGR	PROFESSIONAL STAFF LEVEL XIV	PROFESSIONAL STAFF LEVEL XIII	PROFESSIONAL STAFF LEVEL XII	PROFESSIONAL STAFF LEVEL XI	PROFESSIONAL STAFF LEVEL X	PROFESSIONAL STAFF LEVEL IX	PROFESSIONAL STAFF LEVEL VIII	PROFESSIONAL STAFF LEVEL VII	PROFESSIONAL STAFF LEVEL VI	PROFESSIONAL STAFF LEVEL V	PROFESSIONAL STAFF LEVEL IV	PROFESSIONAL STAFF LEVEL III	PROFESSIONAL STAFF LEVEL II	PROFESSIONAL STAFF LEVEL I	INFORMATION TECHNOLOGY SERVICES	ADMINISTRATIVE SUPPORT

Project Management								4										
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Subtotal Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hourly Rate	\$ 250	\$ 240	\$ 190	\$ 180	\$ 170	\$ 160	\$ 150	\$ 140	\$ 130	\$ 120	\$ 110	\$ 100	\$ 90	\$ 80	\$ 70	\$ 60	\$ 85	\$ 55

Direct Labor by Position	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$560	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
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Total Hours	4.00	Hours																
Architectural Labor Fee																	\$	560.00

Estimated Reimbursable Expenses Mechanical Commissioning

Printing																		
Paper Plots	0 Sheets @		\$ 1.00	each													\$	-
Mylar or Special Paper Plots	0 Sheets @		\$ 5.00	each													\$	-
Drawing Sets	0 Sets @			0 Sheets @		\$ 1.50	/ sheet										\$	-
Specifications / Reports Books	0 Books @			0 Pages		\$ 0.10	/ page										\$	-
Travel																		
Air Fare	0 RT @		\$	-													\$	-
Ground Transport	0 Day @		\$	-													\$	-
Mileage	0 Miles @		\$	0.585	per mile												\$	-
Per Diem	0 Days @		\$	50.00	per day per	0	people										\$	-
Communication																		
Long Distance Telephone		0 Month @		\$	20.00												\$	-
Courier		0 Packages @		\$	15.00												\$	-
Permit Fees																		
State of Alaska																	\$	-
Borough																	\$	-
City																	\$	-
Other (Identify)																	\$	-
Mark-up	10%																\$	-
SUBTOTAL - Estimated Reimbursable Expenses Mechanical Commissioning, including Mark-up													\$					

Mechanical Commissioning Consultant Fees

BBFM Structural Engineering	\$	-																
AMC Mechanical Enginnering	\$	7,293																
AMC Electrical Engineering	\$	-																
RSA Mechanical Engineering	\$	-																
RSA Electrical Engineering	\$	-																
Not Used	\$	-																
Not Used	\$	-																
Mark-up	10%	\$	729															
SUBTOTAL - Mechanical Commissioning Consultant Fees , including Mark-up													\$					
SUBTOTAL - Mechanical Commissioning													\$					

Fee Calculation Worksheet



PVMC Construction Administration Services

Record Drawings
Architectural Labor Fee

Task Description	PRINCIPAL / SR. PROJECT MGR	PRINCIPAL / PROJECT MGR	PROFESSIONAL STAFF LEVEL XIV	PROFESSIONAL STAFF LEVEL XIII	PROFESSIONAL STAFF LEVEL XII	PROFESSIONAL STAFF LEVEL XI	PROFESSIONAL STAFF LEVEL X	PROFESSIONAL STAFF LEVEL IX	PROFESSIONAL STAFF LEVEL VIII	PROFESSIONAL STAFF LEVEL VII	PROFESSIONAL STAFF LEVEL VI	PROFESSIONAL STAFF LEVEL V	PROFESSIONAL STAFF LEVEL IV	PROFESSIONAL STAFF LEVEL III	PROFESSIONAL STAFF LEVEL II	PROFESSIONAL STAFF LEVEL I	INFORMATION TECHNOLOGY SERVICES	ADMINISTRATIVE SUPPORT
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Prepare Record Drawings								16										
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Subtotal Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hourly Rate	\$ 250	\$ 240	\$ 190	\$ 180	\$ 170	\$ 160	\$ 150	\$ 140	\$ 130	\$ 120	\$ 110	\$ 100	\$ 90	\$ 80	\$ 70	\$ 60	\$ 85	\$ 55

Direct Labor by Position	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$2,240	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
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Total Hours	16.00	Hours
Architectural Labor Fee	\$	2,240.00

Record Drawings Estimated Reimbursable Expenses

Printing																		
Paper Plots	0 Sheets @	\$ 1.00	each															-
Mylar or Special Paper Plots	0 Sheets @	\$ 5.00	each															-
Drawing Sets	0 Sets @		0 Sheets @	\$ 1.50	/ sheet													-
Specifications / Reports Books	0 Books @		0 Pages	\$ 0.10	/ page													-
Travel																		
Air Fare	0 RT @	\$	-															-
Ground Transport	0 Day @	\$	-															-
Mileage	0 Miles @	\$	0.585	per mile														-
Per Diem	0 Days @	\$	50.00	per day per	0	people												-
Communication																		
Long Distance Telephone			0 Month @	\$	20.00													-
Courier			0 Packages @	\$	15.00													-
Mark-up	10%																	-
SUBTOTAL - Record Drawings Estimated Reimbursable Expenses, including Mark-up													\$					-

Record Drawings Consultant Fees

BBFM Structural Engineering	\$	235																
AMC Mechanical Engineering	\$	1,425																
AMC Electrical Engineering	\$	588																
RSA Mechanical Engineering	\$	1,760																
RSA Electrical Engineering	\$	880																
Not Used	\$	-																
Not Used	\$	-																
Mark-up	10%	\$	489															
SUBTOTAL - Record Drawings Consultant Fees , including Mark-up													\$					5,376.80
SUBTOTAL - Record Drawings													\$					7,616.80



March 7, 2018
Revised March 15, 2018

Architects Alaska
900 W. 5th Ave, Suite 403
Anchorage, AK 99501

ATTENTION: Diane Heaney-Mead

Dear Diane,

REFERENCE: Providence Valdez Medical Center – Piping Replacement and Firewall Mechanical and Electrical Construction Administration Fee Proposal

RSA Engineering is pleased to offer a fee proposal for mechanical and electrical construction administration services for the referenced project. We have based our scope of work on our January 23rd teleconference with the City of Valdez, subsequent telephone discussions, along with the following assumptions:

- The project will be delivered by the Construction Manager/General Contractor method. This proposal assumes a general contractor will be on-board and have completed any value engineering efforts prior to issuance of 100% construction documents.
- Construction phase services include submittal review, DCVR review/response, construction inspections, review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.
- This proposal assumes an eight month construction period, commencing September 2018 and completing in April of 2019.
- Inspection site visits included are three 1-day site visits by a mechanical engineer for rough-in, and a single 1-day site visit by mechanical and electrical engineers for a final inspection. It is anticipated that the electrical rough-in work can be photographed by the visiting mechanical engineer for in-house review and comment.
- The fee structure has been separated into Hospital and Clinic line items approximated to be the amount of effort for the respective areas of the facility. It is assumed the hospital and clinic portions of the work will be bid and constructed as a single project.

Exclusions:

- The Airborne Infection Isolation Rooms project is not included in this scope. It is our understanding this portion of the work will be administered by the mechanical and electrical engineer of record.

Additional Services:

- Line items have been added for additional site visits if requested by the Owner. This would be in addition to the fees noted below and the included inspection site visits.

	<u>Hospital</u>	<u>Clinic</u>
Additional Site Visit - One engineer for one day	\$ 2,250.00	\$ 250.00
Additional Site Visit - One engineer for two days	\$ 3,284.00	\$ 364.00

March 15, 2018

RSA proposes the following lump sum fees for this project, per your request a line item has been added for record drawings:

	<u>Mechanical</u>	<u>Electrical</u>
Hospital In-house C/A	\$ 9,792.00	\$ 4,896.00
Clinic In-house C/A	\$ 1,088.00	\$ 544.00
Hospital Inspections	\$ 9,000.00	\$ 2,250.00
Clinic Inspections	\$ 1,000.00	\$ 250.00
Hospital Record Drawings	\$ 1,584.00	\$ 792.00
Clinic Record Drawings	\$ 176.00	\$ 88.00
	<u>\$ 22,640.00</u>	<u>\$ 8,820.00</u>

Grand Total: **\$ 31,460.00**

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 look forward to working with you on this project.

Sincerely,



Mark R. Frischkorn, P.E.
Vice President

ttg/mrf/hhm
18-0136r/L7050

Accepted for Architects Alaska

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.

07 June 2019

Mr. Mark Kneedler, AIA
Architects Alaska, Inc.
900 West Fifth Ave., Suite 403
Anchorage, Alaska 99501

DB

via email

RE: Providence Valdez Medical Center – Airborne Infection Isolation Rooms Revisions (16313)

SUBJ: Mechanical and Electrical Engineering Construction Administration and Commissioning Services Fee Proposal – Rev1

Dear Mark:

This letter is in response to Architects Alaska's recent request for a revised mechanical and electrical engineering fee proposal for construction administration and commissioning services for the airborne infection isolation (AII) patient rooms exhaust system revisions at the Providence Valdez Medical Center (PVMC) in Valdez, Alaska. Our fee is based upon the scope of the 100% construction documents submittal drawings dated 01 November 2017.

The following is our understanding of the basis for our Scope of Services:

1. Construction Administration Services:
 - a. Submittal reviews.
 - b. Respond to contractor questions (RFIs).
 - c. Prepare ASI(s) as required to clarify our work.
 - d. Site Visits as follows:
 - i. One interim single-day site visit by mechanical engineer with site visit report during construction.
 - ii. One substantial completion single-day site visit by mechanical and electrical engineer with site visit report and punchlist.
 - e. Prepare record drawings incorporating contractor red-lines.
2. Commissioning Services (Mechanical Only):
 - a. Attendance at one pre-commissioning meeting via teleconference.
 - b. One single day site visit for field commissioning activities to include functional testing/verification/observation of mechanical systems.
 - c. Commissioning report documenting completion of the commissioning process.

Our Deliverables to you will include:

1. Submittal reviews and RFI responses
2. Record drawings.
3. Mechanical commissioning report.

Other general assumptions include:

1. No weekly or cyclic construction meetings, or owner/user meetings are included in the proposal. If requested, attendance at these cyclical meetings will be on a Time & Expense basis.
2. Our "Standard Proposal Assumptions" are incorporated by reference and are a part of this proposal.
3. Estimation of probable construction costs will be by others, if required.
4. Hazards such as asbestos, lead, or other hazardous materials will be addressed by you through other consultants, as required.

Site Visits:

1. The following site visits by mechanical and electrical engineers to Valdez are included in this proposal. Any requested additional site visits or on-site meetings in Valdez will be performed on a time and expense basis; a budget estimate for an additional single day site visit by one engineer is included for reference.
 - a. One single-day site visit for rough-in observation by mechanical engineer, with follow-up site report.
 - b. One single-day site visit for substantial completion site visit by mechanical engineer and electrical engineer, with follow-up site report and punch list.
 - c. One single-day commissioning site visit by mechanical engineer, with follow-up commissioning report. Refer to proposed commissioning scope below.

Mechanical Commissioning:

1. Mechanical commissioning is recommended for the isolation room HVAC systems and associated controls. The recommended commissioning scope will focus on a functional testing and verification of systems operation per the specified sequences of operation; including verification of room pressures, spot-check of TAB report, and verification of HVAC controls.

Fee Summary:

1. We propose to provide mechanical and electrical engineering services and expenses on a Lump Sum Fixed Fee Basis as summarized below.

Labor Task	Mechanical	Electrical	Totals
Construction Administration	\$13,126	\$6,733	\$19,859
Record Drawings	\$1,425	\$588	2,013
Mechanical Commissioning	\$6,693	\$0	\$6,693
Subtotal Labor Fee	\$21,244	\$7,321	\$28,565
CA Travel Expenses	\$1,200	\$600	\$1,800
Commissioning Travel Expenses	\$600	\$0	\$600
Grand Total Fee	\$23,044	\$7,921	\$30,965

2. Costs for additional services one day site visit by one engineer is \$4,100, which includes expenses.
3. Additional services such as changes in project scope, printing, delays, and other impacts, will be performed on a Time and Expense, T&E, basis unless other arrangements are made.
4. This agreement is between AMC Engineers and you. There are no third party beneficiaries to this agreement.

Architects Alaska, Inc.
Providence Valdez Medical Center – All Rooms Revisions –CA, Cx Services Rev1
07 June 2019

Schedule:

1. Construction is assumed to occur in 2019. If the project is delayed beyond 2019, the scope of work and fees will be reviewed and adjusted as mutually agreed.

Flexibility:

This is our current understanding of the scope and effort required for this project. We remain flexible and can work with you to adjust the scope, modify our list of deliverables, discuss the schedule, and negotiate our fee accordingly.

Thank you for contacting us on this project. We look forward to continuing our work with Architects Alaska on this and future projects.

Sincerely,

AMC ENGINEERS

A handwritten signature in black ink, appearing to read 'Matt Olson', with a stylized flourish at the end.

Matt Olson, PE, CDT
Senior Mechanical Engineer

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[illegible]

TASKS	Senior Principal	Principal	Associate	Sr Project Engineer	Project Engineer	Structural Designer	CAD Tech 2	CAD Tech 1	Office Manager	Clerical
CA Site Visits										
Site Visits	0	0	0	12	0	0	0	0	0	0
TOTAL HOURS	0	0	0	12	0	0	0	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	\$0	\$0	\$0	\$1,680	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL LABOR	\$1,680									
<u>EXPENSES</u>										
Travel	\$480									
Parking	\$25									
Food	\$60									
Reproduction	\$0									
Delivery	\$0									
TOTAL EXPENSES		\$565								
TOTAL FEE	\$2,245									

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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.

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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.

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 employed 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

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the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that 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.

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

VI. Changes:

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

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

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:

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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 with 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 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:

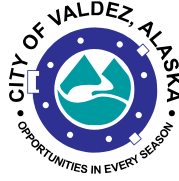
No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, 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:

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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.

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 in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform

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the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

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

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- 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, within 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 that does not otherwise exist without regard to this Agreement.

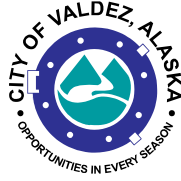
This Agreement may be changed only by written amendment executed by both the City and the Consultant.

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 payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

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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.