



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and DOWL, LLC (“Consultant”) is effective on the \_\_\_\_ day of \_\_\_\_\_ 2020.

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

**Project: Lowe River Maintenance and Dike Improvements  
Project No: 19-350-0409  
Contract No.: 1587  
Cost Code: 350-0750-55000.409**

Consultant’s project manager under this agreement is Bradley Melocik.

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

City’s project manager is Scott Benda.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

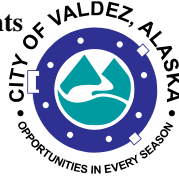
**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 720 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



#### 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*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

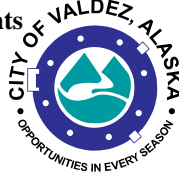
\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

#### 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  
Lowe River Maintenance & Design Improvements  
Project No. 19-350-0409  
Contract No. 1587  
Cost Code: 350-0750-55000.409



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.

**DOWL, LLC**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

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

\_\_\_\_\_

Jeremy O'Neil, Mayor

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

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

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

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

**ATTEST:**

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

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

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

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

\_\_\_\_\_  
Mark Detter, City Manager

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

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

**RECOMMENDED:**

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

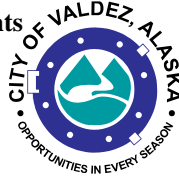
\_\_\_\_\_  
Nathan Duval, Capital Facilities Director

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

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

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

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

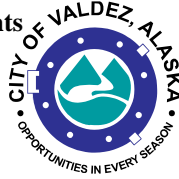


## **Appendix A Scope of Work**

Provide all professional services to the City of Valdez necessary for:

1. Project Administration - to review the proposed project scope, schedule and budget, initiate project communication protocols and identify stakeholders.
2. Existing Dike Maintenance – Prioritize improvements to existing infrastructure, permitting, review 2019 LiDAR dataset, provide maintenance design and construction estimate.
3. Feasibility Study – Review and analyze all feasible flood mitigation options presented by the City and Flood Task Force. Assess proposed options effectiveness, cost, right-of-way and environmental impacts, integration with existing infrastructure, summarize public feedback and provide Feasibility Study Report.
4. Sediment Management Plan (AS 38.05.872) – create plan to allow the City of Valdez to seek permission from DNR to complete flood mitigation work without the need for additional annual permitting. Host meetings with the public and Flood Task Force, provide Sediment Management Plan.
5. Initial Design and Cost Estimates – Analyze 2019 LiDAR to confirm location of diversion channel. Determine height and extent of the work to raise the dikes. Analyze historic ground water data and monitor existing levels and provide construction drawings, permits, engineer’s estimate and outreach material for community meetings.
6. Stakeholder Engagement – Craft public involvement and strategic communications plan, establish project advisory group & quarterly meetings, create project website and catalog public comments.
7. Survey – Provide topographical map of existing ground, survey and assess existing infrastructure.
8. Final Design and Bidding Support – Ensure the operations plan remains consistent with requirements and conditions identified through the permitting process. Provide cost estimate for proposed project which may be divided into phases or additive alternates, provide finalized plans, specifications and estimate, assist with answering contractor questions and provide technical support.

**Agreement for Professional Services**  
**Lowe River Maintenance & Design Improvements**  
**Project No. 19-350-0409**  
**Contract No. 1587**  
**Cost Code: 350-0750-55000.409**



9. Construction Administration – Make weekly site visits to inspect the work, provide observation reports, assist with pay applications and provide updates to the Flood Task Force and Alpine Woods residents. Coordinate with the Capital Facilities and Public Works Dept. for potential maintenance efforts.
10. Project Closeout - Review of the contractor's as-built surveys, coordinate with DNR surveyor for approval and submit survey to DNR. Summarize completed work effort and update Alpine Woods residents and Flood Task Force.

The scope of work is more specifically described in the attached proposal dated January 21, 2020 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 \$440,730 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).



01/21/20

Mr. Nathan Duval  
City of Valdez  
Capital Projects and Engineering  
Pioneer Field Airport  
300 Airport Road, STE 201  
Valdez, AK 99686

**Subject:       Lowe River Maintenance and Feasibility Study & Design  
                  Project # 16-350-0408**

Dear Mr. Duval:

Please find the revised scope of services to complete the assessment and development of plans for the Lowe River Gravel Extraction and Dike Improvements Project.

**Phase 1 – Project Administration**

The project will start with a kick-off meeting with Capital Projects staff via teleconference to set expectations and review the proposed schedule. DOWL will meet with the City to review the proposed project scope, schedule and budget, initiate project communication protocols and identify additional stakeholders who should be involved in subsequent meetings.

DOWL will conduct coordination calls every other week with the City project manager to provide progress updates and discuss any design changes. DOWL will update the schedule monthly.

As needed, DOWL will coordinate meetings for project staff and the City to discuss the progress of the project, draft deliverables presented to the City, and stakeholder feedback. DOWL will prepare and submit monthly invoices and progress reports.

**Assumptions:**

- Two meetings (one telephonic and one on-site in Valdez) are required for the project kick-off.

**Deliverables:**

- Project schedule
- Meeting summary of coordination meetings
- Progress reports and invoices

**Target Completion Date**

- N/A: Phase runs through project

## **Phase 2 – Existing Dike Maintenance**

DOWL will assist the City in prioritizing improvements to the existing flood mitigation infrastructure at Alpine Woods. The dikes will be assessed based on notes taken from 2019 site visits and other data made available by the City and Flood Mitigation Taskforce.

The maintenance goals for the dikes is to re-establish an appropriate level of protection on the riverside face of the dikes. Before construction can proceed, permits from ADF&G and USACE will be required to complete the work. Permitting documentation will be submitted concurrently with plans preparation.

As part of the maintenance design and construction, information will be gathered to initiate the data collection phase of the feasibility analysis. This will include a review of the 2019 LiDAR dataset and site observations to highlight any unidentified flood mitigation risks at Alpine Woods.

### **Assumptions:**

- Feedback from the City and Flood Mitigation Task Force is required.
- Phase 2 runs concurrently with Phase 6.
- Field assessments conducted in 2019 accurately represent the condition of the flood mitigation structures at Alpine Woods.

### **Deliverables:**

- Draft Maintenance Design.
- Final Maintenance Design & Design Memo.
- Permitting Documentation.
- Construction Estimate and Bidding Assistance.

### **Target Completion Date**

- Design Complete: March 2020
- Permitting Document Submitted: March 2020
- Construction: Summer 2020 (month dependent on permit conditions and contractor)

## **Phase 3 - Feasibility Study**

DOWL will review and analyze all feasible flood mitigation options presented by the City and Flood Mitigation Task Force. Each of the proposed options will be analyzed to assess its ability to reduce flooding impact to Alpine Woods, both as a stand-alone solution and as part of a system of flood mitigation solutions.

The assessment of the proposed solution will consider its effectiveness, cost, right-of-way impacts, environmental impacts and integration with existing infrastructure. Where possible the proposed solutions will be modeled to assess their effectiveness in mitigating flooding at Alpine Woods, based on previously observed maximum flow conditions. DOWL will continue to work with Northwest Hydraulic Consultants (NHC) to model the potential effects of the channel on the flow.

As part of the study, further data acquisition or analysis may be required to fully assess the options presented by the City of Valdez or the Flood Mitigation Task Force. This may include and is not limited to; flow data, survey, groundwater monitoring, or sediment analysis.

DOWL will compile and summarize the findings of the feasibility analysis with recommendations in a Feasibility Report that will be presented to the City of Valdez and the Flood Mitigation Taskforce. The Feasibility Report will provide a basis for Phase 3.

Assumptions:

- Feedback from the City and Flood Mitigation Task Force is required.
- A public comment period is required to gather feedback from the community.
- Phase 3 meetings will be scheduled in the same trip as Phase 1.
- Meetings with Flood Mitigation Taskforce and public occur at a time that maximizes community presence.
- Phase 3 runs concurrently with Phase 6
- The model will be based on LiDAR topography with no attempt to resolve bathymetry submerged at the time the LiDAR was acquired.

Deliverables:

- Summary of public feedback (collected during Flood Mitigation Task Force meeting and during a formal public comment period)
- Meeting summary of coordination meetings
- Draft Feasibility Study Report
- Feasibility Study Report

Target Completion Date

- September 2020

#### **Phase 4 - Lowe River Sediment Management Plan (AS 38.05.872)**

The Lowe River Sediment Management Plan outlines a plan that will allow the City of Valdez to seek permission from the Alaska Department of Natural Resources (DNR) to complete flood mitigation work pursuant to Alaska Statute 38.05.872. This would permit the City of Valdez to complete work for flood mitigation to meet federally established requirements of flood control projects authorized inside the state by the United States without the need of additional permits.

DOWL will work with the City to compile components of the flood mitigation plan to submit to the DNR, with additional analysis taken from the feasibility study to support the submission. The submission will contain previous studies conducted on the Lowe River, a plan for monitoring and observation of river morphology and flood events, phased gravel extraction plans, operational limitations for work (e.g. ADF&G fish windows).

Assumptions:

- Meetings with the City and Flood Mitigation Task Force are required
- Meetings with Flood Mitigation Taskforce and public occur at a time that maximizes community presence.



- Phase 4 runs concurrently with Phase 3 and Phase 6

Deliverables:

- Draft Sediment Management Plan
- Final Sediment Management Plan

Target Completion Date

- September 2020

## **Phase 5 - Initial Design and Cost Estimates**

The recommendations from the feasibility study report will be designed and accompanied with initial engineering cost estimates. The time to complete an initial design will depend on the recommendations. Recommendations may include, but not limited to:

### *Gravel Extraction*

DOWL will analyze the 2019 LiDAR to confirm the location of the channel to be created by the gravel extraction. DOWL will continue to work with NHC to confirm the placement of the channel and model the potential effects of the channel on the flow. Once the channel has been confirmed, an estimated amount of material from the gravel extraction can be confirmed.

### *Dike Improvements*

Material from the gravel extraction will determine the height and extent of the work that can be accomplished on the dikes. The design will include the existing hydrologic conditions within Alpine Woods, sediment aggradation, and the potential for dike certification by the Federal Emergency Management Agency. The dikes will be designed according to the USACE guidance, *Design and Construction of Levees (USACE EM 1110-2-1913)*. During our previous work in Alpine Woods there have been concerns associated with fluctuating groundwater elevations. We suggest that the groundwater levels be monitored throughout the season to understand the responses to the Lowe River and other tributaries within the subdivision. Riprap will be sized to account for the perpendicular flow of water due to the braided nature of the river.

DOWL will prepare the permit applications concurrently with the design to make sure the process for permitting is as efficient as possible.

Deliverables:

- Initial Design Philosophy
- Initial Construction Drawings
- Initial Engineer's Estimate
- Initial Permitting Documents
- Outreach Material for Community Meetings

Assumptions:

- Travel to Valdez required for groundwater monitoring.

Target Completion Date

- March 2021

## **Phase 6 - Stakeholder Engagement**

Stakeholder engagement will be a keystone to success for this project. This is where the City and DOWL communicate the most effective plan to residents of Alpine Woods, Valdez residents, and relevant state and federal agencies. DOWL will work closely with the City early on in this project to craft a public involvement plan and strategic communications plan to help guide stakeholder engagement for the duration of the project.

DOWL needs to engage the residents of Alpine Woods to be as clear and transparent about the design as possible. After our initial design, we'll reach out to the Flood Mitigation Task Force followed by the residents of Alpine Woods. In our communication with these stakeholders we will define the problem, explain how this project helps to solve an aspect of the problem, what we want the design to accomplish, the way it can be achieved, and the associated risks. Although there will be periods of time when stakeholder involvement will ramp up and times when it is less acutely needed, it will be important to maintain a minimum level of public outreach throughout the duration of the project to maintain transparency and trust. Several tools can be used to efficiently facilitate consistent public outreach: regular updates to a project website, strategic use of social media, and direct mailers or door hangers. To lay a strong foundation for when public involvement needs are more acute, such as when a bond is in front of voters or when the design team is meeting with members of the public, a stakeholder advisory group that has been actively engaged since the very beginning of the project can act as project champions, assisting in the delivery of key messages designed to advance project goals. DOWL will work with the City to make sure the right stakeholders are invited (can be associated with Flood Task Force) and will establish a quarterly in-person meeting schedule to ensure the group has regular opportunities to learn from and advise the project team.

Carefully documenting public outreach to show a concerted effort to be inclusive and transparent is valuable. DOWL will provide meeting summaries of all stakeholder meetings and a comment resolution log. Additionally, on the project website DOWL will set up a Social Pinpoint site to collect public input and will produce a regular report for the City of Valdez summarizing input received.

DOWL will discuss the project with ADF&G, DNR, USACE and FEMA to see if their concerns can be mitigated prior to submitting applications.

### **Deliverables:**

- Public Involvement Plan & Strategic Communications Plan
- Establish a project advisory group & quarterly meeting
- Create a standalone project website, eventually to include a Social Pinpoint map to help with the collection of public input
- Public comments will be cataloged as well as any instances that are given.

### **Assumptions:**

- Travel to Valdez required for stakeholder engagement (4 quarterly meetings)

### **Target Completion Date**

- N/A: Phase runs through project

### **Phase 7 - Survey**

DOWL will conduct a survey of the existing structures to create a topographic map of the area that includes the existing dikes and the area immediately upstream of Alpine Woods. The survey will then be integrated to the LiDAR data set to finalize the dimensions for the dike improvements. The survey will also assess the existing dike condition to confirm past observations by DOWL.

#### **Deliverables:**

- Topographical Map of Existing Ground
- Assessment of Existing Infrastructure

#### **Assumptions:**

- Travel to Valdez required for survey
- As-built survey completed as part of dike maintenance

#### **Target Completion Date**

- Summer 2020

### **Phase 8 - Final Design and Bidding Support**

The gravel extraction operations plan will likely be modified as a result of the survey, agency input and feedback from the stakeholder engagement. Under this task, DOWL will make sure the operations plan remains consistent with requirements and conditions identified through the permitting process. DOWL will also provide follow up guidance and support to the City along with a cost estimate for the proposed project which may be divided into phases or additive alternates depending on project funding and priorities. The finalized plans, specifications and estimate (PS&E) will be reviewed jointly by the City and DOWL before being advertised to bid. DOWL will assist the City in answering contractor questions on the plans, and other technical issues, as needed.

#### **Deliverables:**

- Final Design Philosophy
- Final Construction Drawings
- Final Engineer's Estimate

#### **Assumptions:**

- Travel to Valdez required during PS&E review process.
- The layout of extraction area will be conducted by NHC

#### **Target Completion Date**

- Design Completion: Winter 2020
- Permitting: September 2021

### **Phase 9 - Construction Administration**

DOWL will assist the City with construction administration in a similar manner to what was done on the Glacier Stream and Mineral Creek projects. The project team will meet with the contractor to review the site and plans and set expectations for the final product. DOWL will review the contractor's schedule to determine the appropriate level of construction inspection. A daily report

will be submitted after each visit to document progress and assist the City with the contractor pay applications

**Deliverables:**

- Schedule of Visits and Coordination
- Observation Report and Photo Log for each site visit
- Updates for Flood Mitigation Task Force and Residents of Alpine Woods

**Assumptions:**

- Travel to Valdez required for Construction Administration
- Assist City with updating the Flood Mitigation Task Force and Residents of Alpine Woods of the completed construction
- Coordinate with the City Public Works Department for potential maintenance efforts

**Target Completion Date**

- Phase 2 Construction: Summer 2020
- Phase 5 Construction: Winter 2021

**Phase 10: Project Closeout**

DOWL will assist with review of the contractor's as-built surveys, submitting them to DNR, and other tasks needed to close out the project.

**Deliverables:**

- Coordinate the as-builts with the DNR surveyor
- Updates to the Alpine Woods residents and Flood Mitigation Task Force
- Coordinate with the City Public Work Department for potential maintenance efforts.

**Target Completion Date**

- Winter 2021

Sincerely,  
DOWL



Bradley M. Melocik, P.E., P.H.  
Senior Project Manager

Attachment: DOWL Fee Proposal



Project: Lowe River Flood Mitigation Client: City of Valdez Project or Contract #: 1136.63119.00 1/21/2020							Prepared By: EA MacLeod  Reviewed By: B Melocik
Summary							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 1: Project Admin	1	Kick-off meeting with City of Valdez	73	\$ 12,010.00	\$ 2,258.00	\$ -	\$ 14,268.00
	2	Bi-weekly coordination calls	48	\$ 7,800.00	\$ -	\$ -	\$ 7,800.00
	3	Schedule updates	16	\$ 3,120.00	\$ -	\$ 3,113.00	\$ 6,233.00
	4		-	\$ -	\$ -	\$ -	\$ -
	5		-	\$ -	\$ -	\$ -	\$ -
	6		-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	137	\$ 22,930.00	\$ 2,258.00	\$ 3,113.00	\$ 28,301.00
Phase 2: Existing Dike Maintenance	1	Memo: Condition of Existing Dikes	20	\$ 2,560.00	\$ -	\$ -	\$ 2,560.00
	2	Design of Dike Maintenance	64	\$ 7,600.00	\$ -	\$ -	\$ 7,600.00
	3	Permitting	24	\$ 3,320.00	\$ -	\$ -	\$ 3,320.00
	4	Engineer's Estimate and Bidding Assistance	16	\$ 2,080.00	\$ -	\$ -	\$ 2,080.00
	5	Quality Control	12	\$ 1,680.00	\$ -	\$ -	\$ 1,680.00
	6		-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	136	\$ 17,240.00	\$ -	\$ -	\$ 17,240.00
Phase 3: Feasibility Study	1	Meet CoV/FMT to set scope and expectations for study	40	\$ 6,460.00	\$ 249.00	\$ -	\$ 6,709.00
	2	Creation of Scope Document	16	\$ 2,080.00	\$ -	\$ -	\$ 2,080.00
	3	Data Collection	60	\$ 7,800.00	\$ 1,791.00	\$ -	\$ 9,591.00
	4	Feasibility Report	60	\$ 7,800.00	\$ -	\$ 30,470.00	\$ 38,270.00
	5	Quality Control	20	\$ 2,960.00	\$ -	\$ -	\$ 2,960.00
	6		-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	196	\$ 27,100.00	\$ 2,040.00	\$ 30,470.00	\$ 59,610.00
Phase 4: Lowe River Sediment Management Plan	1	Compiling Previous Studies	12	\$ 1,560.00	\$ -	\$ -	\$ 1,560.00
	2	Graphics	12	\$ 1,260.00	\$ -	\$ -	\$ 1,260.00
	3	Gravel Storage Location	16	\$ 2,080.00	\$ -	\$ -	\$ 2,080.00
	4	Draft Submission	30	\$ 3,990.00	\$ -	\$ 9,581.00	\$ 13,571.00
	5	Final Submission	30	\$ 4,310.00	\$ -	\$ -	\$ 4,310.00
	6	Quality Control	8	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	108	\$ 14,480.00	\$ -	\$ 9,581.00	\$ 24,061.00
Phase 5: Initial Design and Estimates	1	65% Design	208	\$ 26,360.00	\$ -	\$ -	\$ 26,360.00
	2	65% Design Memo	40	\$ 5,200.00	\$ -	\$ -	\$ 5,200.00
	3	65% Engineer's Estimate	20	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00
	4	Quality Control	36	\$ 5,160.00	\$ -	\$ -	\$ 5,160.00
	5		20	\$ 2,800.00	\$ -	\$ -	\$ 2,800.00
	6		-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	324	\$ 42,120.00	\$ -	\$ -	\$ 42,120.00
Phase 6: Stakeholder Engagement	1	Communication Plan	40	\$ 6,800.00	\$ -	\$ -	\$ 6,800.00
	2	Creation and Management of Project Website	150	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00
	3	Public Meetings/Engagements (3 meetings)	262	\$ 37,240.00	\$ 1,766.00	\$ -	\$ 39,006.00
	4	Management of Public Feedback Log	120	\$ 15,200.00	\$ -	\$ -	\$ 15,200.00
	5	Memo: Public Feedback for Project Record	36	\$ 3,780.00	\$ -	\$ -	\$ 3,780.00
	6	Quality Control	33	\$ 5,205.00	\$ -	\$ -	\$ 5,205.00
	7		-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	641	\$ 87,225.00	\$ 1,766.00	\$ -	\$ 88,991.00
Phase 7: Survey	1	Survey for Maintenance Design	24	\$ 5,400.00	\$ 1,618.00	\$ -	\$ 7,018.00
	2	Data Processing	33	\$ 3,360.00	\$ -	\$ -	\$ 3,360.00
	3	Survey related to Feasibility Study	12	\$ 2,700.00	\$ 933.00	\$ -	\$ 3,633.00
	4	Data Processing	22	\$ 2,240.00	\$ -	\$ -	\$ 2,240.00
	5	Survey for Final Design	24	\$ 5,400.00	\$ 1,618.00	\$ -	\$ 7,018.00
	6	Data Processing	32	\$ 3,240.00	\$ -	\$ -	\$ 3,240.00
	7		-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	147	\$ 22,340.00	\$ 4,169.00	\$ -	\$ 26,509.00
Phase 8: Final Design and Bidding Support	1	Final Design Philosophy/Memo	32	\$ 4,160.00	\$ -	\$ -	\$ 4,160.00
	2	PS&E Review with CoV/FMT	28	\$ 4,420.00	\$ -	\$ -	\$ 4,420.00
	3	100% Design	108	\$ 13,960.00	\$ -	\$ 24,486.00	\$ 38,446.00
	4	100% Design Memo	32	\$ 4,160.00	\$ -	\$ -	\$ 4,160.00
	5	100% Engineer's Estimate	10	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00
	6	100% Specs	10	\$ 1,360.00	\$ -	\$ -	\$ 1,360.00
	7	Quality Control	32	\$ 4,640.00	\$ -	\$ -	\$ 4,640.00
	8	Assessment and Layout of the Extraction Area	-	\$ -	\$ 3,388.00	\$ 14,762.00	\$ 18,150.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	252	\$ 34,000.00	\$ 3,388.00	\$ 39,248.00	\$ 76,636.00
Phase 9: Construction Admin	1	Dike Maintenance: Site Observation (7 Days)	105	\$ 14,300.00	\$ 4,158.00	\$ -	\$ 18,458.00
	2	Dike Maintenance: Daily observation reports	37	\$ 5,135.00	\$ -	\$ -	\$ 5,135.00
	3	Dike Maintenance: Project Management	4	\$ 650.00	\$ -	\$ -	\$ 650.00
	4	Dike Maintenance: Project Review	4	\$ 520.00	\$ -	\$ -	\$ 520.00
	5	Dike Maintenance: Project Closeout Assistance	8	\$ 1,170.00	\$ -	\$ -	\$ 1,170.00
	6	Dike Maintenance: Response to Contractor Questions	16	\$ 2,340.00	\$ -	\$ -	\$ 2,340.00
	7	Final Design: Site Observation (10 Days)	140	\$ 18,850.00	\$ 5,940.00	\$ -	\$ 24,790.00
	8	Final Design: Daily observation reports	40	\$ 5,525.00	\$ -	\$ -	\$ 5,525.00
	9	Final Design: Project Management	4	\$ 650.00	\$ -	\$ -	\$ 650.00
	10	Final Design: Project Review	4	\$ 520.00	\$ -	\$ -	\$ 520.00
	11	Final Design: Project Closeout Assistance	8	\$ 1,170.00	\$ -	\$ -	\$ 1,170.00
	12	Final Design: Response to Contractor Questions	16	\$ 2,340.00	\$ -	\$ -	\$ 2,340.00
	13		-	\$ -	\$ -	\$ -	\$ -
	14		-	\$ -	\$ -	\$ -	\$ -
	15		-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	386	\$ 53,170.00	\$ 10,098.00	\$ -	\$ 63,268.00
Phase 10: Project Closeout	1	DNR As-built Submission	16	\$ 2,080.00	\$ -	\$ -	\$ 2,080.00
	2	CoV/FMT Meeting to summarize work and close project	32	\$ 5,200.00	\$ 1,059.00	\$ -	\$ 6,259.00
	3	Meet with CoV Public Works to outline Maintenance Works	37	\$ 5,655.00	\$ -	\$ -	\$ 5,655.00
	4		-	\$ -	\$ -	\$ -	\$ -
	5		-	\$ -	\$ -	\$ -	\$ -
	6		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	85	\$ 12,935.00	\$ 1,059.00	\$ -	\$ 13,994.00
TOTAL			2412	\$ 333,540.00	\$ 24,778.00	\$ 82,412.00	\$ 440,730.00



## 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.

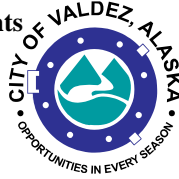
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

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.

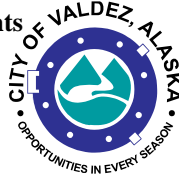
The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate 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:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified 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.

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.

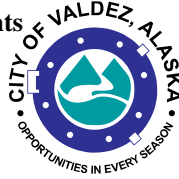
All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

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.





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.

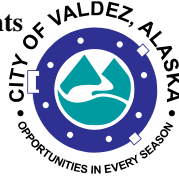
VIII. Inspections:

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:

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 for Professional Services  
Lowe River Maintenance & Design Improvements  
Project No. 19-350-0409  
Contract No. 1587  
Cost Code: 350-0750-55000.409**



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:**

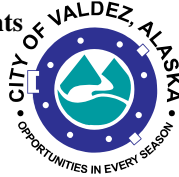
No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person,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

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 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.

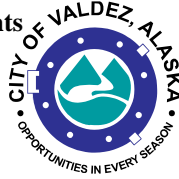
In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days 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.
- 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.

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified 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.

**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.

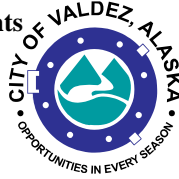
Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist 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.

**Agreement for Professional Services**  
**Lowe River Maintenance & Design Improvements**  
**Project No. 19-350-0409**  
**Contract No. 1587**  
**Cost Code: 350-0750-55000.409**



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.

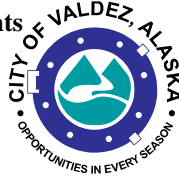
**XVI. Governing Laws:**

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.

Agreement for Professional Services  
Lowe River Maintenance & Design Improvements  
Project No. 19-350-0409  
Contract No. 1587  
Cost Code: 350-0750-55000.409



**City of Valdez**  
**Contract Release Page 1 of 2**

The undersigned, \_\_\_\_\_  
for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers do with prejudice hereby release, exonerate, acquit, and forever discharge the CITY OF VALDEZ, ALASKA, a municipal corporation, of and from all liability for any and all actions, appeals, causes of actions, suits, controversies, claims, damages, and demands of every kind and nature, mature or to mature in the future, whether under federal or state law, common law, tort, or contract causes of action or theories, for and by reason of any matter, thing or claim arising out of, or in any way related to, the following Contract:

**Project: Lowe River Maintenance and Dike Improvements**  
**Project Number: 19-350-0409 / Contract Number: 1587**

The undersigned agrees this RELEASE is voluntarily accepted and not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this RELEASE, or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this RELEASE including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees, to the fullest extent permitted by law, to 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 undersigned, subcontractors, or persons or organizations directly or indirectly employed or engaged by the undersigned under the above Contract.

The undersigned certifies that they have not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ \_\_\_\_\_  
as full of final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned represents and warrants that it has the full and complete legal authority to enter into this RELEASE, that the individuals executing this RELEASE have the legal authority to do so, and that this RELEASE shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this RELEASE.

My Commission expires: \_\_\_\_\_