



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and RSA ENGINEERING, INC. ("Consultant") is effective on the 1st day of November, 2020.

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

**Project: GMS Water Piping Replacement Design
Project No: 20-310-9507
Contract No.: 1693
Cost Code: 310-9507-58000**

Consultant's project manager under this agreement is Brian Pekar.

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

City's project manager is Scott Benda.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

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

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 360 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



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
Project: GMS Water Piping Replacement Design
Project No. 20-310-9507
Contract No. 1693
Cost Code: 310-9507-58000



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.

RSA ENGINEERING, INC.



Authorized Signature

Roger Weese

Printed name

Date: 11/10/2020

Title: President

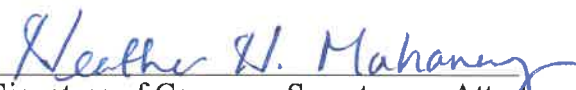
FEDERAL ID #: 92-0117797

670 W. Fireweed Lane, Suite 200

Mailing Address

Anchorage, AK 99503

City, State, Zip Code

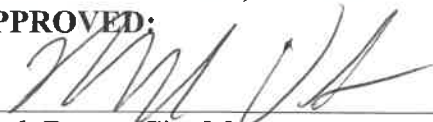


Signature of Company Secretary or Attest

Date: 11/10/2020

CITY OF VALDEZ, ALASKA

APPROVED:



Mark Detter, City Manager

City Manager

Date: 11-17-20

ATTEST:



Sheri L. Pierce MMC, City Clerk

Date: 11/17/2020

RECOMMENDED:

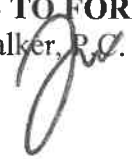


Nathan Duval, Capital Facilities Director

Date: 11-17-20

APPROVED AS TO FORM:

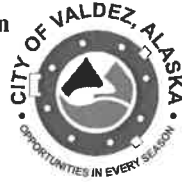
Brena, Bell & Walker, P.C.



Jon S. Wakeland

Date: 11/10/2020

Agreement for Professional Services
Project: GMS Water Piping Replacement Design
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Appendix A Scope of Work

BASIC SERVICES

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

- Design to replace domestic cold water, hot water and hot water recirculation piping with polypropylene piping.
- Provide 65% design development & 100% construction documents for bidding.
- Provide ROM cost estimate at 65%.
- Provide construction administration services including submittal review, DCVR review/response, review of O&M's, and preparation of record drawings based upon contractor redlines.
- Provide construction phase services including one rough-in inspection and one substantial completion inspection.

The scope of work is more specifically described in the attached proposal dated October 27, 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 \$56,313.80 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).

October 27, 2020

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

ATTENTION: Scott Benda

Dear Scott,

**REFERENCE: Valdez Middle School
Domestic Water Piping Replacement**

RSA Engineering is pleased to offer a fee proposal for mechanical engineering services for the referenced project. We have based our scope of work on the following assumptions:

- The design scope will include replacement of the domestic cold water, hot water, and hot water recirculation piping in the school portion of the building with polypropylene piping. The piping will be replaced to the existing fixtures. We have architectural sub consultant, Bettisworth North to provide design for wall and ceiling demolition and repair where piping is not accessible.
- We will provide two design submittals, 65% Design Development and 100% Construction Documents for Bidding. We will provide technical specifications in CSI format with each submittal. We will provide one copy of design documents at each milestone submittal to allow others to produce the required number of copies necessary for distribution.
- We will provide a rough order of magnitude cost estimate with the 65% submittal. We have a sub consultant, Estimations Inc to provide cost estimate for project.
- In Office Construction administration (C/A) services include submittal review, DCVR review/response, review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.
- On-site Construction phase services includes 2 mechanical inspections; one rough-in inspection and one inspection at the project substantial completion. We have assumed one day charter flight in the proposal.

Exclusions:

- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Permit fees for State Fire Marshall permitting is not included in our fee proposal.
- Electrical, Hazardous materials and structural consulting services are not included in our proposal at this time. If these services are desired in the future, we propose to negotiate costs for the work at that time.

October 27, 2020

RSA proposes the following lump sum fee for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Sub-Consultants</u>	<u>Travel Costs</u>
65% Design Development	\$7,610.00	\$14,589.30	\$0.00
100% Construction Documents	\$4,160.00	\$4,704.70	\$0.00
Bid Phase	\$920.00	\$3,638.80	\$0.00
In-Office C/A	\$5,640.00	\$8,715.00	\$0.00
Site Inspections	\$4,320.00	\$0.00	\$2,016.00
Subtotal:	\$22,650.00	\$31,647.80	\$2,016.00

GRAND TOTAL: \$56,313.80

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,



Brian Pekar, P.E.
Associate Principal Engineer

bpp/hhm
20-0522/P20-294

Accepted for the City of Valdez



Fee Proposal

October 15, 2020

Brian Pekar
RSA Engineering, Inc.
670 W Fireweek Lane #200
Anchorage, AK 99503

Re: Valdez MS Domestic Water Piping Replacement

Brian

We can provide you with cost estimating services for this project for the fees, outlined below. We have based our proposal on scope provided in your email of 14Oct20..

Please Allow 1-2 week for us to develop each submittal.

Item	Admin Rate	\$100.00	Estimator \$90.00	Sr Estimator \$180.00	Totals			
65% Estimate								
Piping		\$0	12	\$1,080	4	\$720	16	\$1,800
Architectural Repairs		\$0	24	\$2,160	4	\$720	28	\$2,880
Meetings, Printing, Revisions	1	\$100		\$0	3	\$540	4	\$640
Total Fees	1	\$100	36	\$3,240	11	\$1,980	48	\$5,320

Sincerely,

Jay Lavoie

Memorandum – Fee Proposal

BETTISWORTH^{NORTH}

Date: October 21, 2020
To: Brian Pekar
From: Dale Smythe
Project No.: TBD
Subject: COV VMS Domestic Water Replacement r1

Dear Brian,

Thank you for the opportunity to provide you the attached fee proposal for the City of Valdez, Valdez Middle School Domestic Water Pipe Replacement project. We have outlined the phases and associated fees to accomplish the work in the attached pdf file. Generally, our assumption and services are outlined below.

Services Provided: Construction Documents (65%-95%)
Bidding Services
Construction Assistance (T+M)

Type of Agreement: Lump Sum
Time and Material (T&M)

Assumed Delivery Method: Design Bid

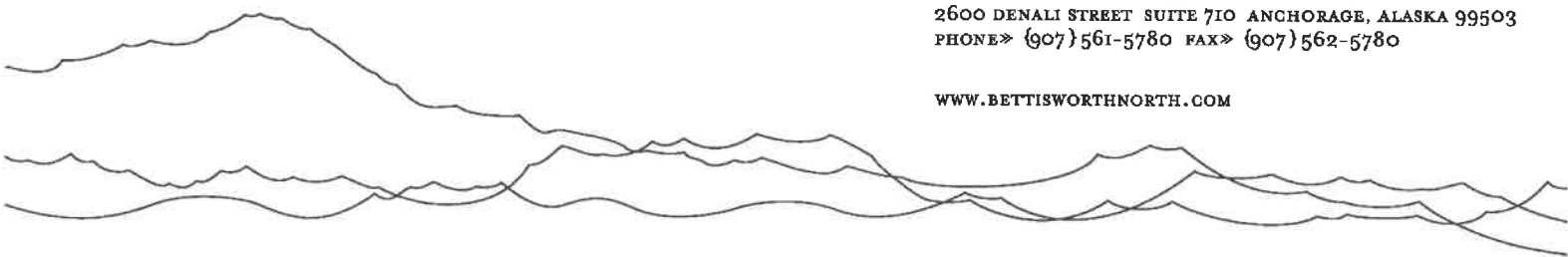
Construction Documents: Considering the limited scope of design and the repair nature of the work our fee is based on reuse of original drawings with scope specific notation and graphics for use during bidding to confirm requirements with bidders and during construction to enforce contractor requirement to match original conditions of repaired elements. All existing finishes, fire related separations and element layouts are to be maintained and repaired to match original condition. Specifications support will include assistance on Div 0+1 for contractor requirements and a section for "patch, match and repair".

Bidding Services: Limited time is accounted for to respond to questions. Upload to web-based service is not included but can be provided.

212 FRONT STREET SUITE 200 FAIRBANKS, ALASKA 99701
PHONE» (907) 456-5780 FAX» (907) 451-8522

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

WWW.BETTISWORTHNORTH.COM



Construction Assistance: This will be provided as needed on a time and material basis, we would expect general question on information location within original documents and substitutions on finish products if originals aren't available. To be reviewed and confirmed with owner. Assumed fee includes review of finish submittals, questions during construction, limited meeting assistance and one site visit at substantial completion.

Post Occupancy Services: Not anticipated

Anticipated Project Schedule:

Submit Proposal to Owner: 10/21/20

NTP: 10/28/20

65% Submittal: 11/18/20

65% Owner review completed 12/4/20

65% Estimate Completed: 12/4/20

100% submittal to owner: 12/18/20

No permit fees, travel or printing cost is anticipated or included.

As outlined in the attached breakdown we propose to provide these services:

Construction Documents:	\$7,943 (65% Milestone)
	\$4,277 (95% Milestone)

Total Design:	\$12,220
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Bidding Services:	\$3,308
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Estimated CA (T+M)	<u>\$8,300</u>
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Total Lump sum fee:	\$23,828
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All other services including support during construction assumed to be time and material with reimbursable expenses.

Thank you and please let us know if you have questions.

Dale Smythe AIA

Project Manager/Senior Architect

Bettisworth North Architecture / Planning / Landscape / Interiors

Anchorage, Alaska

Betisworth North Architects and Planners
Professional Services Fee Proposal
Date: October 19, 2020

Owner: City of Valdez
Project: VMS Domestic Water Replacement
Phases: CD

Professional Services Summary

	Betisworth North Architects and Planners			Subconsultants	Markups	Totals by Phase
	Investigative Services	Design Services	Bidding and Construction Services			
Predesign and Planning	\$0			\$0	\$0	\$0
Concept Design		\$0		\$0	\$0	\$0
Schematic Design		\$0		\$0	\$0	\$0
Design Development		\$0		\$0	\$0	\$0
Construction Documents		\$12,220		\$0	\$0	\$12,220
Sub Total Design Fee	\$0	\$12,220		\$0	\$0	\$12,220
Bidding Services			\$3,308	\$0	\$0	\$3,308
Construction Services			\$8,300	\$0	\$0	\$8,300
Post Construction Services			\$0	\$0	\$0	\$0
Subtotal Bidding, Construction Services, and Post Construction			\$11,608	\$0	\$0	\$11,608
Professional Services Fees and Direct Costs						
BNAP						\$23,828
Subconsultants						\$0
Total Markups						\$0
BNAP Markup Applied to Direct Expenses						10.00%
BNAP Markup Applied to Sub Direct Labor						10.00%
Total Fees and mark ups						\$23,828

Task Labor Task Description	Hours												Totals		
	Principal	Project Manager	Senior Architect	Architect	Design Tech II	Design Tech I	Senior LS Architect	LS Architect	LA Design Tech I	Senior Int Designer	Int. Designer	Int. Design Tech		Drafter I	Project Assistant
Bidding															
Architectural Tasks															
Attend PreBid Meeting		2													
Prepare addenda		2			4										
Answer bidders questions		2			2										
Conformed drawings															
Prepare bidding solicitations		4			4										
Attend bid opening		2													
Contractor negotiations															
	Subtotal Hours	12			10										
	Architecture Tasks Subtotal	\$2,208			\$1,100										\$3,308
Interiors Tasks															
Prepare addenda															
Answer bidders questions															
Conformed drawings															
	Subtotal Hours														
	Interiors Tasks Subtotal														
Landscape Tasks															
Prepare addenda															
Answer bidders questions															
Conformed drawings															
	Subtotal Hours														
	Landscape Tasks Subtotal														
	Task Subtotal Hours	12			10										
	Billing Rate	\$228.00			\$184.00										
	Task Subtotal Labor Fee	\$2,208			\$1,100										\$3,308
Other Direct Costs		Number	Unit	Rate	Sets	Amount	Firms						Subcontractants		
Air Fare: locations			total r/t				Civil								
Meals and Lodging			days				Struct								
Auto Rental			days				Mechanical								
Parking			days	\$16.00			Electrical								
			Units				Cost								
			Units												
Reproduction Expenses							Geotech								
B/W plots (plotter)			sheets	\$5.00			Survey								
Color plots (plotter)			sheets	\$15.00			HazMat								
Printed full size sheets (printing company)			sheets	\$2.00			LEED								
Printed half size sheets (printing company)			sheets	\$1.50			Energy								
Copies - Letter Size			sheets	\$0.10											
Copies - 11x17 Size			per set	\$0.20											
Scanning sheets			sheets	\$5.75											
Long Distance Phone and Fax			each	\$60.00											
Postage/express pouch			months	\$50.00											
			months	\$50.00											
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Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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



II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

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, 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.

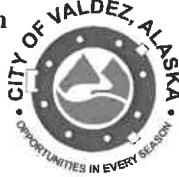
XI. Independent Consultant:

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

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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

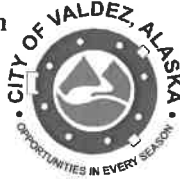


an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, 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.

Agreement for Professional Services
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Contract No. 1693
Cost Code: 310-9507-58000



- 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.

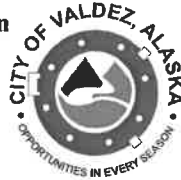
XVI. Governing Laws:

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
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City of Valdez
Contract Release Page 1 of 2

The undersigned, _____ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

Project: GMS Water Piping Replacement Design
Project Number: 20-310-9507 / Contract Number: 1693

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

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is 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 hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the 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: _____