



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and PND ENGINEERS, INC. (“Consultant”) is effective on the ____ day of June, 2021.

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

**Project: Valdez SBH H-K Major Reconstruction
Project No: 20-310-6441
Contract No.: 1791
Cost Code: 310-6441-58000**

Consultant’s project manager under this agreement is Chip Courtright.

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

City’s project manager is Austin Rake.

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 210 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

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ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$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

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IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

PND ENGINEERS, INC

Authorized Signature

Printed name

Date: _____

Title: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Sharon Sheidt, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Mark Detter, City Manager

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

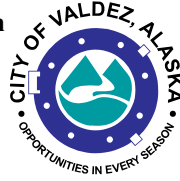
APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: _____

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Appendix A

Scope of Work

BASIC SERVICES

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

The scope of work is more specifically described in the attached proposal dated June 7, 2021 which is incorporated herein by reference. The tasks to be performed under this agreement, identified in the attached proposal, include: Tasks 1 through 9, and Tasks 14-17.

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 \$734,663.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

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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.

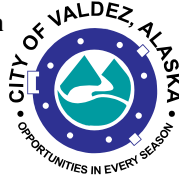
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

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.

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

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

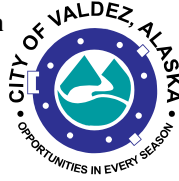
All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

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

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

VI. Changes:

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

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

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

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

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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

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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.

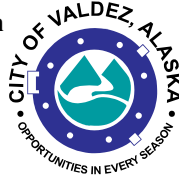
The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

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

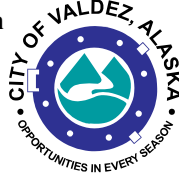


sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. 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.

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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.

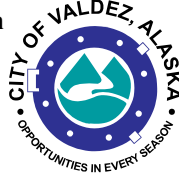
This Agreement may be changed only by written amendment executed by both the City and the Consultant.

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.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

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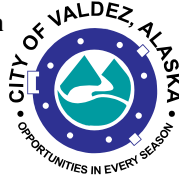
XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

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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: Valdez SBH H-K Major Reconstruction
Project Number: 20-310-6450 / Contract Number: 1791

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: _____



June 7, 2021

PND 21A-031

Mr. Austin Rake
Project Manager
City of Valdez – Capital Facilities Dept
P.O. Box 307
300 Airport Road, Suite 201
Valdez, Alaska 99686

Subject: Valdez Harbor – H-K Major Reconstruction Rev 1

Dear Mr. Rake:

PND Engineers, Inc. (PND) appreciates the opportunity to provide engineering services to the City of Valdez (City) for the Small Boat Harbor (SBH) H-K Major Reconstruction project. PND's understanding of the project scope was included in our response to the City's Request for Qualifications for the project submitted on April 20, 2021. The following proposal outlines PND's proposed fee based on our understanding of the project. This fee proposal is based on a Design-Bid-Build (BDD) project delivery method with the use of performance specifications for procurement of floats and gangways for the project. The fee proposals for the H-K replacement, Tour Dock and Travel Lift Dock work areas are divided into two subtasks (a&b) representing design through Concept (35%) and Final (100%) design, respectively. Should the City elect to pursue an alternative project delivery method, PND would like to renegotiate the fees under the "b" subtasks. The proposed scope of work does not include geotechnical investigation, which may be required for sediment characterization of proposed dredge materials. PND assumes that the need for this work would be assessed following preliminary design and coordination with the City.

PND's proposal for engineering services for the project is summarized below, divided by task:

Task 1 - Data Collection, Project Kickoff and Initial Scoping

Work under this task will include desktop data collection, initial project scoping, initial concept development and attendance of an on-site kickoff meeting by PND's project manager and design leads. PND will develop an initial electronic format base map drawing from existing as-built and construction drawings of the existing structures. Initial concepts and current rough-order-magnitude estimates for each of the project areas will be developed ahead of the meeting to facilitate discussion.

Task 2 – Site Inspection

Site inspection is assumed to occur concurrently with the site visit under Task 1. PND will collect site information relevant to the proposed project scope including documentation of conditions and general dimensions. Work under this task will include a comprehensive evaluation of the condition of the Travel Lift Pier and recommendations for the structure. A detailed condition inspection report will be prepared for the Travel Lift pier following the site inspection.

Task 3 – Public Involvement and Stakeholder Engagement

Work under this task includes attendance at two (2) public involvement meetings to be held in Valdez. The fee assumes the first meeting will be held concurrent with the site visit under Tasks 1 to reduce project expenses. The proposed scope includes attendance at six (6) additional remotely attended (Zoom, Teams or teleconference) public meetings and individual coordination anticipated

with specific users (ie Crowley Fuels, Tour Operators, private vessel owners, etc.). PND will compile a Public Involvement Process (PIP) document that summarizes the meetings held, public comments received and responses.

Task 4 – Survey

PND proposes to use the existing and proposed USACE Harbor condition survey as the base for the majority of the project survey data. PND's surveyors will collect uplands survey along the existing harbor sufficient for one foot contour intervals, identify all relevant above ground features, as-built location of utilities (located by others), as-built existing float locations, and perform isolated bathymetric survey in areas not collected by the USACE. PND's fee assumes the City will provide a boat for use during collection of bathymetric data.

Task 5 - Permitting

PND will develop and coordinate applications for all required municipal, state and federal permits/authorizations for the project including that for limited dredging. Based on our understanding of the project scope, we assume that USACE authorization for the majority of the project will be obtainable under Nationwide Permit 3 - Maintenance. Permitting of dredging for the project will likely require full Section 10/404 regulatory approval. USACE permit applications will be initiated by PND following City review and concurrence on the project scope contained in the Concept (35%) Design documents. Fire Marshal and ADEC reviews will be performed near completion of the design and prior to construction as required by the reviewing agency. Note that work under this task does not include services for NEPA evaluation, which may be required if Federal funding is obtained for construction of the project nor does it include application for an Incidental Harassment Authorization through NOAA/NMFS (not believed to be necessary or the project). PND assumes the City will be responsible for all fees required for the applications.

Task 6 – Launch Ramp Design

The launch ramp design services assumes that the Moffatt & Nichol "Valdez Boat Ramp" drawings, dated 8/26/2011, will be used for the majority of the proposed modifications. Additional design engineering, to be performed by PND, will include design of additional scope to complement the previously performed documents including replacement of the west ramp surface and evaluation/design of additional dredging and slope protection.

Task 7 – H-K Replacement Design

Work under this task includes preliminary through final design of the H-K Replacement as contained in the City's RFQ and PND's proposal response. Work under this task assumes several subtasks are shared between Tasks 6 through 9.

Task 8 – Tour Dock Design

Work under this task includes preliminary through final design of the Tour Dock Replacement as contained in the City's RFQ and PND's proposal response.

Task 9 – Travel Lift Dock Design

Work under this task includes preliminary through final design of the Travel Lift Dock Replacement as contained in the City's RFQ and PND's proposal response.

Task 10 – Bid Support

Time & Materials

Work under this task includes minor revisions to the construction contract documents, engineering support during the bid process (responses to bidder questions, issuance of addenda, etc.) and development of final conformed construction documents following the project award. This scope includes attendance at the pre-bid teleconference and bid opening by PND personnel. It is

assumed the City will be responsible for costs associated with publication of bid notices.

Task 11 – Construction Administration and Home Office Support **Time & Materials**

Work under this task will include engineering home office support during construction phases of the project including attending project meetings, responses to requests for information (RFI), substitution requests, design clarification/verification requests (DC/VR) and any resulting change orders. PND personnel will attend project meetings and will be available during field construction for consultation on the designs. Work under this task also includes review of contractor submittals including; work plans, schedules, material submittals, weld procedures, welder qualifications, fabrication shop drawings, concrete mix designs, quality control plans, etc.

Task 12 – Inspection **Time & Materials**

PND recommends that full time inspection is performed throughout the duration of the project. However, we understand that project budget constraints will likely limit the extent and duration of inspection services. Therefore, we recommend that construction inspection be performed on a Time and Materials Basis that is tailored to fit within the funds available. At this time, we estimate that approximately 30 days of inspection occurring over 12 trips, will likely be required for base inspection coverage of the project. PND will provide qualified experienced personnel to perform on-site inspection of the work performed. The estimate includes anticipated expenses (lodging, vehicle, fuel, airfare, etc). Additional inspection may be necessary based on the selected contractor's means, methods and schedule.

Task 13 – Project Closeout **Time & Materials**

PND will update the design drawings to reflect changes made during construction and provide revised As-Built Drawings to the City. PND will provide project closeout documentation if required by grant funding agencies.

Task 14 – Grant/Funding Assistance **Time & Materials**

Work under this task includes general assistance to be provided for grant or funding applications, at the request of the City. The scope includes 80 hours off assistance, distributed between labor classifications based on our experience with typical grant applications.

Task 15 – Electrical Design

Electrical design services will be provided by RSA Engineering. Please see attached for their proposal to perform the electrical design services and their associated scope of work. Their proposed fee is provided without markup.

Task 16 – Geotechnical Investigation **Time & Materials**

Work under this task will consist of field collection of geotechnical information, with the primary objectives being identification of bedrock elevation at the proposed project areas and characterization of material proposed to be dredged. Drilling services will be provided by Discovery Drilling (fee proposal attached). Environmental sampling services including development of the USACE/ADEC required Sampling Analysis Plan (SAP), sampling testing and associated reporting for characterization of dredge material will be provided by Restoration Science & Engineering, LLC (RSE) (fee proposal attached). Drilling will be performed from the landing craft *Storm Warning* operated by Kimberlin's Water Taxi & Freight, Inc. The proposed budget assumes 6 days of field investigation. The proposed scope includes PND development of a geotechnical data report based on the findings of the field investigation.

Task 17 – Harbor Utilities Design at Floats to Remain

Work under this task will include design of new water and fire suppression systems on the floats within that harbor not being replaced as part of the project (A-G floats). The proposed scope includes permitting for the replacement utilities including ADEC and Fire Marshall reviews.

PND proposes to perform Task 1 through Task 9 and Task 15 and Task 17 listed above on a Lump Sum, Fixed Fee Basis. We propose that work under Task 10 through Task 14 and Task 16 be performed on a Time and Expenses Basis. Please see the attached detailed summary of PND's fee proposal to complete the work.

The tasks above represent work necessary to complete the project to the best of PND's current knowledge. As the project progresses, additional support from PND may be requested which is not identified above. PND will be happy to perform these tasks under a Time and Materials Basis using our standard rate schedule as attached to this letter. Please let us know if we have understood the scope of the project appropriately or if you desire any changes to our work plan. Feel free to contact us anytime if you have further questions. We look forward to working with you on this project.

Sincerely,
PND Engineers, Inc.



Doug Kenley, P.E.
Vice President



Chip Courtright, P.E., S.E.
Principal

Attachments:
PND Fee Breakdown
PND Standard Billing Rate Schedule
RSA Fee Proposal
Discovery Drilling Fee Proposal
RSE Fee Proposal

TASK	Senior Eng. VII	Senior Eng. VI	Senior Eng. III	Senior Eng. II	Senior Eng. I	Staff Eng. III	Staff Eng. II	Env. Scst. III	Senior Land Surv. III	Senior Land Surv. II	Senior Land Surv. I	Technician V	CAD Designer VI	Subtotal PND Labor	Subs.	Expense.	Total
PND Base Wage Rate	\$210.00	\$195.00	\$155.00	\$145.00	\$135.00	\$115.00	\$105.00	\$135.00	\$130.00	\$120.00	\$110.00	\$125.00	\$125.00				
Task 1 - Data Collection, Project Kickoff and Initial Scoping																	
Background Data Collection and Basemap Preparation		2		4		10		6	6				12	\$5,210			\$5,210
Initial Concept Development		4		6									6	\$2,400			\$2,400
Preparation and Travel	12	12	12											\$6,720		\$1,011	\$7,731
Kickoff Meeting	4	4	4											\$2,240			\$2,240
Develop Initial Project Scoping Document		1	2			8								\$1,425			\$1,425
Subtotal Hrs	16	23	18	10	0	18	0	6	6	0	0	0	18				115
Subtotal \$	\$3,360	\$4,485	\$2,790	\$1,450	\$0	\$2,070	\$0	\$810	\$780	\$0	\$0	\$0	\$2,250	\$17,995	\$0	\$1,011	\$19,006
Task 2 - Site Inspection																	
Preparation		2	2											\$700			\$700
Site Inspection		8	8											\$2,800		\$450	\$3,250
Inspection Reporting and Recommendations		2	10											\$1,940			\$1,940
Client Communications and Review		2	2											\$700			\$700
Subtotal Hrs	0	14	22	0	0	0	0	0	0	0	0	0	0				36
Subtotal \$	\$0	\$2,730	\$3,410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,140	\$0	\$450	\$6,590
Task 3 - Public Involvement and Stakeholder Engagement																	
Preparation and Presentation Development	6	6	4	8									12	\$5,710			\$5,710
Travel - Onsite Meeting	12	12												\$4,860			\$4,860
Attend Onsite Public Meetings (2 total)	8	8	4											\$3,860		\$1,236	\$5,096
Remote Meetings/Teleconferences (Assumes 6 total)	8	8	8											\$4,480			\$4,480
Individual Stakeholder Engagement and Coordination (Crowley, Tour Boat, etc)	2	6	6	16										\$4,840			\$4,840
Boat Owner Coordination	2	6		8	10									\$4,100			\$4,100
Respond to Public Comments	1	4		12									8	\$3,730			\$3,730
Develop Public Involvement Process Summary Report	1	2		6		8								\$2,390			\$2,390
Subtotal Hrs	40	52	22	50	10	8	0	0	0	0	0	0	20				202
Subtotal \$	\$8,400	\$10,140	\$3,410	\$7,250	\$1,350	\$920	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$33,970	\$0	\$1,236	\$35,206
Task 4 - Survey																	
Background Data Collection, Coordination, Research and Preparation	1		1						6	4				\$1,625			\$1,625
Travel										12	12			\$2,760			\$2,760
Site Survey										36	36			\$8,280		\$2,261	\$10,541
Basemap Development									8	28				\$4,400			\$4,400
Internal QC Reviews	2		2						2					\$990			\$990
Subtotal Hrs	3	0	3	0	0	0	0	0	16	80	48	0	0				150
Subtotal \$	\$630	\$0	\$465	\$0	\$0	\$0	\$0	\$0	\$2,080	\$9,600	\$5,280	\$0	\$0	\$18,055	\$0	\$2,261	\$20,316
Task 5 - Permitting																	
Admin, Management and Client Coordination	1	2						8						\$600			\$600
Develop USACE Permit Drawings and Quantities	1	2		6				8					16	\$4,550			\$4,550
Prepare Permit Applications Including Alternatives Analysis	1	2		4				16					8	\$4,340			\$4,340
Submit Permit Applications to Owner / Incorporate Comments	1	2		4				6						\$1,990			\$1,990
Dredging Permitting and USACE Coordination	1	4		6				24					8	\$6,100			\$6,100
Submit Permit Applications to Agencies								4						\$540			\$540
Prepare and Submit ADEC Water System Plan Review	2			12		4							2	\$2,870			\$2,870
Prepare and Submit Local Fire Marshall Plan Review	2			8									2	\$1,830			\$1,830
Respond to Agency Comments / Questions		2						14						\$2,280			\$2,280
Internal QC Reviews	1	1						1					1	\$665			\$665
Subtotal Hrs	10	15	0	40	0	4	0	73	0	0	0	0	37				179
Subtotal \$	\$2,100	\$2,925	\$0	\$5,800	\$0	\$460	\$0	\$9,855	\$0	\$0	\$0	\$0	\$4,625	\$25,765	\$0	\$0	\$25,765
Task 6 - Launch Ramp Design																	
Admin, Management and Client Coordination	2	6												\$1,590			\$1,590
Dredge Evaluation and Design		4		6	8			6					8	\$4,540			\$4,540
West Ramp Replacement Design	4	10		16	24								24	\$11,350			\$11,350
Cost Estimates	1	2			6									\$1,410			\$1,410
Specifications		2		8	10									\$2,900			\$2,900
Subtotal Hrs	7	24	0	30	48	0	0	6	0	0	0	0	32				147
Subtotal \$	\$1,470	\$4,680	\$0	\$4,350	\$6,480	\$0	\$0	\$810	\$0	\$0	\$0	\$0	\$4,000	\$21,790	\$0	\$0	\$21,790

TASK	Senior Eng. VII	Senior Eng. VI	Senior Eng. III	Senior Eng. II	Senior Eng. I	Staff Eng. III	Staff Eng. II	Env. Sct. III	Senior Land Surv. III	Senior Land Surv. II	Senior Land Surv. I	Technician V	CAD Designer VI	Subtotal PND Labor	Subs.	Expense.	Total
PND Base Wage Rate	\$210.00	\$195.00	\$155.00	\$145.00	\$135.00	\$115.00	\$105.00	\$135.00	\$130.00	\$120.00	\$110.00	\$125.00	\$125.00				
Task 7 - H-K Replacement Design																	
Task 7a - Preliminary (15%) through Concept Design (35%)																	
Admin and Management	4	20												\$4,740			\$4,740
Bi-Weekly Design Meetings and Coordination (Shared w/other design tasks)		8		8										\$2,720			\$2,720
Scoping/Programming/Design Criteria Document (Shared w/other design tasks)	1	2		4		10								\$2,330			\$2,330
Drawing Development	1	6	12	18		24							40	\$13,610			\$13,610
Gangway and Trestle Design		4		6		12							6	\$3,780			\$3,780
Float Design		4	18	20		60							20	\$15,870			\$15,870
Pile Design		1		18		24							4	\$6,065			\$6,065
Potable Water and Fire Suppression Design	1	1	24			16							6	\$6,715			\$6,715
Electrical Design Coordination	1	6		16										\$3,700			\$3,700
Cost Estimates	1	1		8		8								\$2,485			\$2,485
Specification Outlines	1	1	2	2		4								\$1,465			\$1,465
Design Reviews (15% and 35%) and Comment Resolution	4	4	4			10								\$3,390			\$3,390
Internal QC Reviews	4	4	1										6	\$2,525			\$2,525
Subtotal Hrs	18	62	61	100	0	168	0	0	0	0	0	0	82				491
Subtotal \$	\$3,780	\$12,090	\$9,455	\$14,500	\$0	\$19,320	\$0	\$0	\$0	\$0	\$0	\$0	\$10,250	\$69,395	\$0	\$0	\$69,395
Task 7b - Design Development (65%) Through RFC (100%)																	
Admin and Management	8	20												\$5,580			\$5,580
Bi-Weekly Design Meetings and Coordination (Shared w/other design tasks)		12		12										\$4,080			\$4,080
Update Scoping/Programming/Design Criteria Document (Shared w/other design tasks)	1	2		6		12								\$2,850			\$2,850
Drawing Development	2	6	10	14		30							40	\$13,620			\$13,620
Trestle Modification Design		8		24		30							20	\$10,990			\$10,990
Float and Gangway Performance Specifications		8	20	30		80								\$18,210			\$18,210
Pile Design		4		18		20							16	\$7,690			\$7,690
Potable Water and Fire Suppression Design	4	6	24	8		30							20	\$12,840			\$12,840
Electrical Design Coordination	4	6		14										\$4,040			\$4,040
Cost Estimates	4	4		12		12								\$4,740			\$4,740
Specifications	4	8	16	24		40								\$12,960			\$12,960
Contract Documents	6	10	30			80								\$17,060			\$17,060
Design Reviews (65%, 95% and 100%) and Comment Resolution	6	6	6	10		12								\$6,190			\$6,190
Internal QC Reviews	8	8	6										8	\$5,170			\$5,170
Subtotal Hrs	47	108	112	172	0	346	0	0	0	0	0	0	104				889
Subtotal \$	\$9,870	\$21,060	\$17,360	\$24,940	\$0	\$39,790	\$0	\$0	\$0	\$0	\$0	\$0	\$13,000	\$126,020	\$0	\$0	\$126,020
Task 8 - Tour Dock Replacement Design																	
Task 8a - Preliminary (15%) through Concept Design (35%)																	
Admin and Management	2	4												\$1,200			\$1,200
Drawing Development	1	2	6	8		12							24	\$7,070			\$7,070
Gangway and Trestle Design		2		6		12							6	\$3,390			\$3,390
Float Design		2	6	8		12							10	\$5,110			\$5,110
Pile Design		1		4		8								\$1,695			\$1,695
Potable Water, Sewer and Fire Suppression Design	1	3	20			16							4	\$6,235			\$6,235
Electrical Design Coordination	1	2		6										\$1,470			\$1,470
Cost Estimates	1	1		2		3								\$1,040			\$1,040
Design Reviews (15% and 35%) and Comment Resolution	1	1		4		8								\$1,905			\$1,905
Internal QC Reviews	1	1	1										2	\$810			\$810
Subtotal Hrs	8	19	33	38	0	71	0	0	0	0	0	0	46				215
Subtotal \$	\$1,680	\$3,705	\$5,115	\$5,510	\$0	\$8,165	\$0	\$0	\$0	\$0	\$0	\$0	\$5,750	\$29,925	\$0	\$0	\$29,925
Task 8b - Design Development (65%) Through RFC (100%)																	
Admin and Management	2	10												\$2,370			\$2,370
Drawing Development		6		6									20	\$4,540			\$4,540
Trestle Modification Design	1	1		3		6								\$1,530			\$1,530
Float and Gangway Performance Specifications	1	2	4	8		12								\$3,760			\$3,760
Pile Design		4		12		14							4	\$4,630			\$4,630
Potable Water, Sewer and Fire Suppression Design		4	10	14		20							10	\$7,910			\$7,910
Electrical Design Coordination		2		4		6							4	\$2,160			\$2,160
Cost Estimates	2	2	4			8								\$2,350			\$2,350
Specifications	2	3		6										\$1,875			\$1,875
Contract Documents	1	1	4	6		6								\$2,585			\$2,585
Design Reviews (65%, 95% and 100%) and Comment Resolution	1	1	2	4		8								\$2,215			\$2,215
Internal QC Reviews	2	4	10											\$2,750			\$2,750
Subtotal Hrs	12	40	34	63	0	80	0	0	0	0	0	0	38				267
Subtotal \$	\$2,520	\$7,800	\$5,270	\$9,135	\$0	\$9,200	\$0	\$0	\$0	\$0	\$0	\$0	\$4,750	\$38,675	\$0	\$0	\$38,675

TASK	Senior Eng. VII	Senior Eng. VI	Senior Eng. III	Senior Eng. II	Senior Eng. I	Staff Eng. III	Staff Eng. II	Env. Scst. III	Senior Land Surv. III	Senior Land Surv. II	Senior Land Surv. I	Technician V	CAD Designer VI	Subtotal PND Labor	Subs.	Expense.	Total
PND Base Wage Rate	\$210.00	\$195.00	\$155.00	\$145.00	\$135.00	\$115.00	\$105.00	\$135.00	\$130.00	\$120.00	\$110.00	\$125.00	\$125.00				
Task 9 - Travel Lift Dock Design																	
Task 9a - Preliminary (15%) through Concept Design (35%)																	
Admin and Management	1	1												\$405			\$405
Drawing Development			3	3		4							8	\$2,360			\$2,360
Gangway and Trestle Modifications Design			1	2		4							6	\$1,655			\$1,655
Float Design			2	2		4							4	\$1,560			\$1,560
Pile Design				2		2								\$520			\$520
Dredge Evaluation			1	2		2		4						\$1,215			\$1,215
Uplands Water Service Design			1			4							2	\$865			\$865
Electrical Design Coordination		1		1										\$340			\$340
Cost Estimates				1		2								\$375			\$375
Design Reviews (65%, 95% and 100%) and Comment Resolution	1	1	1	2		2								\$1,080			\$1,080
Internal QC Reviews	1	1	1										2	\$810			\$810
Subtotal Hrs	3	4	10	15	0	24	0	4	0	0	0	0	22				82
Subtotal \$	\$630	\$780	\$1,550	\$2,175	\$0	\$2,760	\$0	\$540	\$0	\$0	\$0	\$0	\$2,750	\$11,185	\$0	\$0	\$11,185
Task 9b - Design Development (65%) Through RFC (100%)																	
Admin and Management	1	4												\$990			\$990
Drawing Development		4		6		8							16	\$4,570			\$4,570
Trestle Modification Design		1		3		6								\$1,320			\$1,320
Float and Gangway Performance Specifications		1	2	4		6								\$1,775			\$1,775
Pile Design		2		4		6							4	\$2,160			\$2,160
Dredge Design			2	4		4		8					8	\$3,430			\$3,430
Uplands Water Service Design			2	4		4							2	\$1,600			\$1,600
Electrical Design Coordination		1		1									2	\$590			\$590
Cost Estimates		1	2			4								\$965			\$965
Specifications	1	2		3										\$1,035			\$1,035
Contract Documents	1	1		3		6								\$1,530			\$1,530
Design Reviews (65%, 95% and 100%) and Comment Resolution	2	2	2	4		4								\$2,160			\$2,160
Internal QC Reviews	1	1	1											\$560			\$560
Subtotal Hrs	6	20	11	36	0	48	0	8	0	0	0	0	32				161
Subtotal \$	\$1,260	\$3,900	\$1,705	\$5,220	\$0	\$5,520	\$0	\$1,080	\$0	\$0	\$0	\$0	\$4,000	\$22,685	\$0	\$0	\$22,685
Task 10 - Bid Support																	
Admin, Management and Client Coordination	2	6	6	8										\$3,680			\$3,680
Respond to Bidder Questions, Issue Addenda		8	8	40										\$8,600			\$8,600
Develop Conformed Construction Documents	4			6									6	\$2,460			\$2,460
Pre-Bid Meeting and Bid Opening (Teleconference)	4	4												\$1,620			\$1,620
Subtotal Hrs	10	18	14	54	0	0	0	0	0	0	0	0	6				102
Subtotal \$	\$2,100	\$3,510	\$2,170	\$7,830	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750	\$16,360	\$0	\$0	\$16,360
Task 11 - Construction Administration and Home Office Support																	
Admin and Management	6	8												\$2,820			\$2,820
Bi-Weekly Coordination Meetings	8	24			24									\$9,600			\$9,600
Submittal and Shop Drawing Review	8	10	40		60	80								\$27,130			\$27,130
Respond to RFIs/Technical Questions		10		30	40								12	\$13,200			\$13,200
Home Office Construction Support	24	40	40	60										\$27,740			\$27,740
Review Pay Requests		10		18										\$4,560			\$4,560
Subtotal Hrs	46	102	80	108	124	80	0	0	0	0	0	0	12				552
Subtotal \$	\$9,660	\$19,890	\$12,400	\$15,660	\$16,740	\$9,200	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$85,050	\$0	\$0	\$85,050
Task 12 - Inspection																	
Preparation and Travel	24	24										144		\$27,720			\$27,720
Site Inspection (30 total days onsite over 12 trips)												360		\$45,000		\$10,782	\$55,782
Substantial Completion Inspection	8	8												\$3,240		\$936	\$4,176
Final Completion Inspection	8	8												\$3,240		\$936	\$4,176
Subtotal Hrs	40	40	0	0	0	0	0	0	0	0	0	504	0				584
Subtotal \$	\$8,400	\$7,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,000	\$0	\$79,200	\$0	\$12,654	\$91,854

TASK	Senior Eng. VII	Senior Eng. VI	Senior Eng. III	Senior Eng. II	Senior Eng. I	Staff Eng. III	Staff Eng. II	Env. Scst. III	Senior Land Surv. III	Senior Land Surv. II	Senior Land Surv. I	Technician V	CAD Designer VI	Subtotal PND	Subs.	Expense.	Total
PND Base Wage Rate	\$210.00	\$195.00	\$155.00	\$145.00	\$135.00	\$115.00	\$105.00	\$135.00	\$130.00	\$120.00	\$110.00	\$125.00	\$125.00	Labor			
Task 13 - Project Closeout																	
Asbuilt Drawing Development	1	2	4	10									20	\$5,170			\$5,170
Project Closeout	4	10		10		24								\$7,000			\$7,000
Subtotal Hrs	5	12	4	20	0	24	0	0	0	0	0	0	20				85
Subtotal \$	\$1,050	\$2,340	\$620	\$2,900	\$0	\$2,760	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$12,170	\$0	\$0	\$12,170
Task 14 - Grant/Funding Assistance																	
Grant and/or Funding Assistance	8	10		12		40							10	\$11,220			\$11,220
Subtotal Hrs	8	10	0	12	0	40	0	0	0	0	0	0	10				80
Subtotal \$	\$1,680	\$1,950	\$0	\$1,740	\$0	\$4,600	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$11,220	\$0	\$0	\$11,220
Task 15 - Electrical Design (See attached proposal from RSA)																	
35% Schematic Design														\$0	\$14,498		\$14,498
65% Design														\$0	\$22,813		\$22,813
95% Design														\$0	\$31,885		\$31,885
100% Design														\$0	\$9,250		\$9,250
In-Office CA														\$0	\$18,150		\$18,150
Inspections														\$0	\$7,277		\$7,277
Project Closeout														\$0	\$2,360		\$2,360
Subtotal Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0				0
Subtotal \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,233	\$0	\$106,233
Task 16 - Geotechnical Investigation																	
Management, Administration and Home Office Support	2	8	16											\$4,460			\$4,460
Field Geotech - Includes Drilling Sub. Vessel (Kimberlin LC) - Assumes 6 days			84											\$13,020	\$93,400	\$3,186	\$109,606
Dredge Material SAP, Field, Testing/Sampling	2	4						20						\$3,900	\$56,976		\$60,876
Reporting	6	20	60										10	\$15,710			\$15,710
Subtotal Hrs	10	32	160	0	0	0	0	20	0	0	0	0	10				232
Subtotal \$	\$2,100	\$6,240	\$24,800	\$0	\$0	\$0	\$0	\$2,700	\$0	\$0	\$0	\$0	\$1,250	\$37,090	\$150,376	\$3,186	\$190,652
Task 17 - Harbor Utilities Design at Floats to Remain																	
Admin and Management	6	8												\$2,820			\$2,820
35% Schematic Design		4	10	12		24							20	\$9,330			\$9,330
65% Design		4	10	16		24							16	\$9,410			\$9,410
95% Design		4	10	16		24							16	\$9,410			\$9,410
100% Design		4	10	16		24							16	\$9,410			\$9,410
ADEC Water System Plan and Fire Marshall Review	4	2	6	12				10						\$5,250			\$5,250
Subtotal Hrs	10	26	46	72	0	96	0	10	0	0	0	0	68				328
Subtotal \$	\$2,100	\$5,070	\$7,130	\$10,440	\$0	\$11,040	\$0	\$1,350	\$0	\$0	\$0	\$0	\$8,500	\$45,630	\$0	\$0	\$45,630
Total Design Hours																	
Total Design \$																	
	299	621	630	820	182	1007	0	127	22	80	48	504	557				4897
	\$62,790	\$121,095	\$97,650	\$118,900	\$24,570	\$115,805	\$0	\$17,145	\$2,860	\$9,600	\$5,280	\$63,000	\$69,625	\$708,320	\$256,609	\$20,798	\$985,727

PND Direct Labor	\$708,320
Subconsultants	\$256,609
Expenses	\$20,798
Markup on Subconsultants and Expenses	\$0
Total Cost	\$985,727

Task 1 - Data Collection, Project Kickoff and Initial Scoping				
Per Diem	3	man days @	\$75	\$225
Lodging	3	days @	\$150	\$450
Mileage	600	Miles @	\$0.56	\$336
Subtotal Expenses				\$1,011
Task 2 - Site Inspection				
Per Diem	2	man days @	\$75	\$150
Lodging	2	days @	\$150	\$300
Subtotal Expenses				\$450
Task 3 - Public Involvement and Stakeholder Engagement				
Per Diem	4	man days @	\$75	\$300
Lodging	4	days @	\$150	\$600
Mileage	600	Miles @	\$0.56	\$336
Subtotal Expenses				\$1,236
Task 4 - Survey				
Per Diem	8	man days @	\$75	\$600
Lodging	8	days @	\$150	\$1,200
Mileage	600	Miles @	\$0.56	\$336
Survey Consumables	1	LS @	\$125.00	\$125
Subtotal Expenses				\$2,261
Task 11 - Site Inspection				
Per Diem	30	man days @	\$75	\$2,250
Lodging	30	days @	\$150	\$4,500
Mileage	7,200	Miles @	\$0.56	\$4,032
Subtotal Expenses				\$10,782
Task 11 - Substantial Completion Inspection				
Per Diem	4	man days @	\$75	\$300
Lodging	2	days @	\$150	\$300
Mileage	600	Miles @	\$0.56	\$336
Subtotal Expenses				\$936
Task 11 - Final Completion Inspection				
Per Diem	4	man days @	\$75	\$300
Lodging	2	days @	\$150	\$300
Mileage	600	Miles @	\$0.56	\$336
Subtotal Expenses				\$936
Task 16 - Geotechnical Investigation				
Per Diem	6	man days @	\$75	\$450
Lodging	6	days @	\$150	\$900
Lab Testing	1	LS @	\$1,500	\$1,500
Mileage	600	Miles @	\$0.56	\$336
Subtotal Expenses				\$3,186



May 17, 2021

PND Engineers, Inc.
1506 W 36th Avenue
Anchorage, AK 99503

ATTENTION: Doug Kenley

Dear Doug,

**REFERENCE: Valdez Small Boat Harbor H-K Major Reconstruction
Electrical Engineering Fee Proposal**

RSA Engineering is pleased to offer a fee proposal for electrical engineering services for the referenced project. We have based our scope of work on the Request for Qualifications (RFQ) Scope of Work (SOW) issued by the City of Valdez on March 8, 2021, an onsite discussion between the Valdez Harbormaster Sarah Von Barga and Davin Blubaugh (RSA Electrical) on April 2nd, 2021, and the following assumptions:

General:

- Scope: The City of Valdez is looking to perform major upgrades to their existing Small Boat Harbor. This work includes replacing H-K floats and all associated utilities, reconfiguring H and K floats, extending the launch ramp, replacing the Tour Dock and all associated utilities, upgrading the Travel Lift Dock with a new gangway and utilities, replacing the electrical system on A-J floats, and dredging the navigation channel.
- Design Site Visits: We have included two design phase site visits for an electrical engineer. Each site visit assumes a maximum two night stay in Valdez.
- Deliverables: We have assumed drawing and specification submittals at the 35%, 65%, 95%, and 100% phases.
- Bid phase: Services include preparation of addenda material and teleconference attendance at the prebid meeting.
- Permitting: We will answer any questions that come up during the plan review process and issue any sketches or clarifications as required.
- Construction phase: Services include submittal review, DCVR review/response, two construction inspections (assumed single overnight stay each), review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.

Electrical:

- RSA will provide electrical engineering services for the new/upgraded power distribution systems associated with the RFQ.
- Lighting system design is not anticipated at this time as the Small Boat Harbor high mast lighting was recently upgraded. RSA will evaluate the lighting during the design site visit stages to determine if additional lighting may be required in certain areas.
- A-K floats, the Tour Dock, and Travel Lift Dock will be provided with a new electrical service (or multiple services if deemed necessary) on the uplands, new power distribution equipment at the main floats, new electrical pedestals throughout, electrical heat trace for the potable water system, and powered connections to ancillary equipment as required.
- The new electrical distribution equipment will be NEMA 4X, Stainless Steel for ultimate marine durability.

May 17, 2021

- RSA will work with the City of Valdez and the Harbor personnel to ensure the new power pedestals are provided with the desired size and type of receptacles, including individual metering at the pedestals.
- The new power pedestals will be selected and located to provide ultimate protection from personnel and snow plowing hazards. RSA understands that the configuration of the pedestals at the Petersburg Small Boat Harbor have desirable features for this project.

Exclusions:

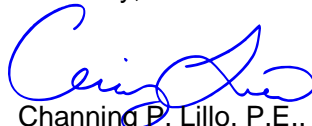
- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Low Voltage System Design (phone/data, fire alarm, video surveillance, access control, etc), and Mechanical Engineering services are not included within our fees as we understand they are not required. If these services are desired in the future, we propose to negotiate costs for the work at that time.
- Commissioning services, LEED services, and cost estimation services are not included in our proposal. If these services are desired in the future, we propose to negotiate costs for the work at that time.

RSA proposes the following lump sum fees for this project:

<u>Project Deliverables</u>	<u>Electrical</u>	<u>Travel Costs</u>	<u>Total</u>
35% Schematic Design	\$13,410.00	\$1,088.00	\$14,498.00
65% Design Development	\$21,725.00	\$1,088.00	\$22,813.00
95% Construction Documents	\$31,885.00		\$31,885.00
100% Construction Documents	\$9,250.00		\$9,250.00
Design Subtotal:	\$76,270.00	\$2,176.00	\$78,446.00
In-Office C/A	\$18,150.00		\$18,150.00
Inspections	\$5,765.00	\$1,512.00	\$7,277.00
Project Closeout	\$2,360.00		\$2,360.00
C/A Subtotal:	\$26,275.00	\$1,512.00	\$27,787.00
GRAND TOTALS:	\$102,545.00	\$2,176.00	\$106,233.00

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

Sincerely,



Channing P. Lillo, P.E., LC
Vice President, Principal Electrical Engineer

db/cpl/hhm
21-0212/P21-094
Attachment

Accepted for PND Engineers, Inc.

RSA Engineering, Inc – Standard Terms and Conditions

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

Performance:

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

Ownership of Documents:

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

Governing Law:

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

Insurance:

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

Indemnity:

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

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

Dispute Resolution:

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

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

Proposals:

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

Payments:

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

Invoicing:

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

Termination:

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



P.O. Box 111165
Anchorage, Alaska 99511
(907) 344-6431
Fax (866) 901-3499

May 27, 2021

Quote # 21-262

Kannon Lee, E.I.T
Geotechnical Staff Engineer
PND Engineers, Inc.
1506 W. 36th Ave
Anchorage, AK 99503

Discovery Drilling Inc. is pleased to submit this cost estimate for Geotechnical Drilling Services in the Valdez Boat Harbor in Valdez, Alaska. We plan to field a Geoprobe 7822DT operated by a two-man crew to complete this work.

Discovery Drilling understands the scope to be as follows:

- Mobilize/Demobilize drill, equipment, & crew to site.
- Client will procure a suitable vessel for offshore work that can safely accommodate a Geoprobe 7822DT and enough workspace for a two-man crew to safely operate (space of the rig footprint towered up plus another 2X of the rig footprint of open deck space for tool and pump storage Full specifications for the Geoprobe 7822DT can be found [here](#).
- Vessel will require a 3-point anchoring system that can maintain a consistent steady position (ideally tying anchors off to existing structures like the dock or mooring dolphins). Lost tooling due to vessel movement will be billed at direct cost from manufacturer plus freight. Client will also pay for any divers which are needed to cut tooling at mudline and recover above mud-line tooling for lost/broken tooling due to vessel movement. Lost/broken tooling due to operator error or end of tool life will be the responsibility of Discovery Drilling.
- At (12) locations in the harbor, advance an NWT casing advancement system to a maximum depth of 50 below mudline (assume approximately 20' of water). No soil sampling will be required. If bedrock is encountered before borehole TD, a 5' spot core or rock will be collected ahead of the casing TD to confirm bedrock.
- Production will be heavily dependent on vessel stability, but for the purposes of this proposal, we are assuming a production rate of two holes per day.
- Assume single shift work (1 crew, 12 hour days, not 2 x crews providing 24-hour ops).
- A standby rate multiplier of 0.6 of the established daily operating rate will apply when work cannot take place for reasons outside of our control, prorated for shorter delays (e.g. can't drill due to vessel issues, other vessels blocking access, weather shut down, etc.)
- Client will procure all relevant permits for this work (including water draw permits – below pricing assumes we can pull water directly from the harbor with a fish screen on the suction side).

Discovery Drilling assumes the following regarding this work:

- Utilities will be located and clearly marked by others, naming Discovery Drilling as the Excavator.
- No wage requirements apply to this work.

Based on the above information, the following prices would apply:

Mobilization/Demobilization of drill, equipment, & crew to site – LS:	\$7,400
Geotechnical drilling services – estimate 6 days @ \$5,800/day:	\$34,800
Drilling expendables and wear items (NWT/NQ) – estimate 600' @ \$7/ft:	\$4,200
Estimated Project Total:	\$46,400.00

We look forward to working with you on this project. Please call with any questions you may have.

Sincerely,

DJ Wardwell
General Manager
Discovery Drilling Inc.

June 1, 2021

Chip Courtright, PE, SE
PND Engineers, Inc.
1506 W. 36th Avenue
Anchorage, AK 99503
Phone: 907-561-1011
Email: CCourtright@pndengineers.com

**RESTORATION
SCIENCE & ENGINEERING, LLC**

911 W. 8TH AVENUE, SUITE 100
ANCHORAGE, AK 99501
VOICE : 907-278-1023
FAX : 907-277-5718
EMAIL: LGAMBLE@RESTORSCI.COM
URL: WWW.RESTORSCI.COM

Submitted via email

Re: Environmental Sampling – Valdez Harbor Dredging. RSE Proposal No. 21-2385

Mr. Courtright:

Restoration Science & Engineering, LLC (RSE) is pleased to provide PND Engineers, Inc. (PND) a proposal and cost estimate to implement develop and implement a Sample Analysis Plan (SAP) for the Valdez Harbor Dredging. Implementation of the SAP includes labor associated with collecting marine sediment samples using an Alaska Department of Environmental Conservation (ADEC) qualified environmental professional. The proposed work also includes subcontracting an appropriate environmental laboratory to analyze the sediment samples (i.e., SGS North America, Inc. and EcoAnalysts, Inc.) and reporting the results of the sampling program. RSE proposes the following task-based approach:

Task 100 – Sample Analysis Plan

Under this task RSE will develop SAP for PND and agency review and approval. The RSE SAP will rely upon prior PND SAPs as a template that will include pertinent project information regarding the dredge area, sediment volume, and proposed disposal area. The sediment dredge volume determines the number of lab samples. RSE will also include a description of the sampling methods, a list of chemical and biological analyses, sampling requirements and quality assurance/quality control limits. This cost proposal includes lab charges for dioxins which might not be required depending upon review of adjacent contaminated sites. Further, this proposal does not include bioaccumulation samples. Bioaccumulation samples are included in prior PND SAPs. However, recent conversations with EcoAnalysts project managers suggests that bioaccumulation samples are rarely if ever required in the Puget Sound Protocols which Alaska gleans most of its guidance from. Bioaccumulation samples require > 60 liters of sediment and would require excessive drilling to achieve necessary soil volumes.

Task 100 Deliverable

RSE will provide the SAP to PND for review and comment. RSE will develop the SAP within three weeks of receiving a Notice to Proceed. RSE will make PND edits within 5 days of receiving comments. RSE will submit the SAP for agency review only if approved by PND. RSE will respond to agency comments within 5 days of receiving any comments.

Task 200 – Field Preparation

Task 200 includes preparing field equipment and sampling kits for mobilization to Valdez. This work includes checking contract lab sample coolers for appropriate sample method-specific containers (including the type and quantity), and calibration of field equipment specific to this project.

Task 200 Deliverable

No deliverable for this task.

Task 300 – Mobilization and Demobilization

This task includes the mobilization of one (1) ADEC qualified environmental professional from Anchorage to Valdez and back. RSE assumes six hours each way for one person. This task also assumes one night lodging and per diem for food for the evening prior to initiating field work, unless otherwise directed by PND.

Task 300 Deliverable

No deliverable for this task.

Task 400 – Field Work

RSE will provide one (1) ADEC qualified environmental professionals/samplers to collect sediment samples in accordance with the SAP developed under Task 100. For purposes of this proposal, RSE assumes five (5) 12-hours days to collect and estimated five (5) samples. The number of days and number of samples are estimates only. The actual number of samples will depend upon the number of Dredge Material Management Units and overall dredge volumes. Labor hours will depend upon the number of samples and driller's ability collect the required material. RSE can adjust the sample costs if greater or fewer samples are required.

Task 400 Deliverable

RSE will provide, upon request, copies of the field notes and other documentation during the field work as soon as practicable. Actual reporting of the means and methods to collect the sediment samples, field observations, lab data, and other pertinent information is discussed in Task 600.

Task 500 – Sample Preparation and Delivery

RSE will prepare the sediment samples for transport to the contract laboratory(s). Bioassay samples will be shipped to EcoAnalysts in Port Gamble, WA.

Task 500 Deliverable

RSE will email the PND project manager copies of each chain of custody after delivering the samples to SGS.

Task 600 – Reporting

RSE will prepare a report that includes, at a minimum:

- A discussion of the means and methods to collect the sediment samples
- Any deviations from the SAP
- Data tables showing the laboratory results
- A discussion regarding quality assurance/quality control
- RSE review of laboratory QA/QC using the ADEC Laboratory Quality Assurance form for each lab report
- Photo pages
- Copies of field notes or logs
- Signed copies of the lab reports

Task 600 Deliverable

RSE will deliver a draft report for PND review within 30 days of receiving the lab data. RSE will deliver a final report within seven days of receiving PND comments, if any.

Cost Estimate

A cost estimate showing labor hours, other direct costs, and basic assumptions is provided as an attachment. Actual costs will depend upon the amount of proposed dredge material and the target drilling schedule. RSE is committed to reducing costs when possible and will inform the client if costs are expected to change. The proposal does not include costs associated with offshore disposal baseline sampling. RSE will revise the estimate at the request of PND or if these samples are required to meet the objectives of the SAP.

Please contact Lucas Gamble at 907-317-4348 if you have any questions or comments.

Kind regards,

Lucas Gamble

Lucas Gamble, MSEM

Attachments

RSE Proposal No. 21-2385
EcoAnalysts, Inc. Project Quotation
RSE Authorization-to-Proceed 21-2385
RSE 2021 Schedule of Charges and General Conditions

PND ENGINEERS, INC.
VALDEZ HARBOR DREDGING SAMPLING
RSE PROJECT NUMBER 21-2385

COST ESTIMATE & ITEMS				TASK 100		TASK 200		TASK 300		TASK 400		TASK 500		TASK 600		SUMMARY	
01-Jun-21	Revision 0			Sample Anlaysis Plan		Field Prep.		Mob. and Demob.		Field Work		Sample Prep. and Delivery		Reporting		TOTAL PROJECT	
				UNITS	EST. COST	UNITS	EST. COST	UNITS	EST. COST	UNITS	EST. COST	UNITS	EST. COST	UNITS	EST. COST	UNITS	COST
RSE Labor	RSE Senior Environ Engineer X, P.E.	\$195	hr	4	\$780		\$0		\$0		\$0		\$0	2	\$390	6	\$1,170
	RSE Scientist IX	\$165	hr	40	\$6,600		\$0		\$0	12	\$1,980		\$0	40	\$6,600	92	\$15,180
	RSE Engineer/Scientist IV	\$115	hr	2	\$230	8	\$920	12	\$1,380	40	\$4,600	8	\$920	8	\$920	78	\$8,970
	RSE Engineer/Scientist IV (OT)	\$161	hr		\$0		\$0		\$0	20	\$3,220		\$0		\$0	20	\$3,220
Other Direct Costs	Photo-ionization Detector	\$85	day		\$0		\$0		\$0	5	\$425		\$0		\$0	5	\$425
	PPE Level D	\$15	day		\$0		\$0		\$0	5	\$75		\$0		\$0	5	\$75
	5-gal GAC	\$350	ea		\$0		\$0		\$0	1	\$350		\$0		\$0	1	\$350
	Field Equip III	\$65	ea		\$0		\$0		\$0	5	\$325		\$0		\$0	5	\$325
	Shipping to EcoAnalyst	\$250	day		\$0		\$0		\$0		\$0	1	\$250		\$0	1	\$250
	Mileage	\$0.58	mi		\$0		\$0	600	\$345		\$0		\$0		\$0	600	\$345
	Per Diem, Federal	\$322	day		\$0		\$0	1	\$322	5	\$1,610		\$0		\$0	6	\$1,932
SGS Laboratory Testing Soil	Grain Size by PSEP	\$100	ea		\$0		\$0		\$0	6	\$600		\$0		\$0	6	\$600
	Total Solids by SM 2540B	\$14	ea		\$0		\$0		\$0	6	\$84		\$0		\$0	6	\$84
	Total Volatile Solids 160.4M	\$28	ea		\$0		\$0		\$0	6	\$168		\$0		\$0	6	\$168
	TOC by PSEP	\$70	ea		\$0		\$0		\$0	6	\$420		\$0		\$0	6	\$420
	Total Sulfides by PSEP	\$100	ea		\$0		\$0		\$0	6	\$600		\$0		\$0	6	\$600
	Ammonia by 350.1M	\$50	ea		\$0		\$0		\$0	6	\$300		\$0		\$0	6	\$300
	GRO by AK 101	\$65	ea		\$0		\$0		\$0	6	\$390		\$0		\$0	6	\$390
	DRO/RRO by AK 102/103	\$70	ea		\$0		\$0		\$0	6	\$420		\$0		\$0	6	\$420
	BTEX by 8260	\$90	ea		\$0		\$0		\$0	6	\$540		\$0		\$0	6	\$540
	ICP-MS Scan	\$200	ea		\$0		\$0		\$0	6	\$1,200		\$0		\$0	6	\$1,200
	Mercury by SW7471	\$70	ea		\$0		\$0		\$0	6	\$420		\$0		\$0	6	\$420
	Metals Digestion	\$20	ea		\$0		\$0		\$0	6	\$120		\$0		\$0	6	\$120
	8270 PAH SIMS 18	\$160	ea		\$0		\$0		\$0	6	\$960		\$0		\$0	6	\$960
	SVOC SW8270	\$190	ea		\$0		\$0		\$0	6	\$1,140		\$0		\$0	6	\$1,140
	Pesticides by 8081	\$90	ea		\$0		\$0		\$0	6	\$540		\$0		\$0	6	\$540
	PCBs by GC ECD	\$75	ea		\$0		\$0		\$0	6	\$450		\$0		\$0	6	\$450
	Dioxins by	\$465	ea		\$0		\$0		\$0	6	\$2,790		\$0		\$0	6	\$2,790
	GRO by AK 101 Trip Blank	\$65	ea		\$0		\$0		\$0	1	\$65		\$0		\$0	1	\$65
	BTEX by 8260 Trip Blank	\$90	ea		\$0		\$0		\$0	1	\$90		\$0		\$0	1	\$90
	EcoAnalysts - Bio Samples	Bioassay Samples (base samples x 2)	\$12,581	est		\$0		\$0		\$0	1	\$12,581		\$0		\$0	1
	TOTAL LABOR - HOURS				46		8		12		72		8		50		196
	TOTAL LABOR - COSTS				\$7,610		\$920		\$1,380		\$9,800		\$920		\$7,910		\$28,540
	3% COMMUNICATION FEE				\$228		\$28		\$41		\$294		\$28		\$237		\$856
	TOTAL ODC's				\$0		\$0		\$667		\$2,785		\$250		\$0		\$3,702
	TOTAL SUBCONTRACTS (0% Markup)				\$0		\$0		\$0		\$23,878		\$0		\$0		\$23,877.54
	TOTAL COSTS				\$7,838		\$948		\$2,088		\$36,757		\$1,198		\$8,147		\$56,976

Notes and Assumptions:

Time and Materials

- 1) Task 100 includes SAP development based on project specific information pertaining to dredge volume and disposal area, and adjacent contaminated sites
- 2) Task 200 is for labor to gather sample kits and field equipment
- 3) Task 300 includes mobilization and demobilization to/from Anchorage to Valdez
- 4) Task 400 assumes five (5) 12-hour day, actual number of days and samples will depend upon the dredge volume, decision units, and driller schedule
- 5) Task 400 assumes a project total of 5 samples (plus one dup) for laboratory analysis for the contaminants similar to prior dredge projects - actual analyses will depend on SAP agency approval
- 6) Bioassay samples costs assume two samples, one primary and one reference sample. Please see the attached proposal from EcoAnalysts, Inc.
- 7) Task 500 is labor for sample preparation prior to delivery to contract labs
- 8) This proposal assumes that all decon water will be treated onsite using a 5-gallon GAC container. Treated water will be discharged within the harbor.

PROJECT QUOTATION

CLIENT: Restoration Science & Engineering

CLIENT PM: Lucas Gamble

PROJECT: Valdez Dredge Bioassays

DATE OF BID: 6/1/21

BIDDER: Brian Hester

REFERENCE: PG1551

Assumptions/Comments:

The number of reference samples included is dependent upon the grain size distribution of the project sediments. The % fines of the reference(s) should be within 10% (DMMP) or 20% (SCUM) of the sample(s) to be evaluated.

Total cost estimate for this proposal is based on the number of samples identified and includes any combination of test and reference samples.

Unit cost scaling is provided for the respective tasks where appropriate.

Sediment volume requirement will be 6 liters per sample.

Residual sample material will be disposed of 90 days after project completion unless otherwise directed. Hazardous material will be returned to the Client or disposed of at cost to the Client.

PSEP MARINE TOXICITY COMPONENTS

Item#	Task	Unit Cost Scaling			Notes
		≤5	6 - 10	>10	
1	10d Amphipod Survival Bioassay	\$1,270	\$1,180	\$1,088	All bioassays include a negative control treatment, a positive control treatment, and ammonia/sulfide monitoring as required by PSEP.
2	Bivalve or Echinoderm Embryo-Larval Sediment Bioassay	\$1,445	\$1,343	\$1,238	
3	20d Juvenile Polychaete Growth Bioassay	\$1,664	\$1,547	\$1,425	
4	Pretest Poewater Water Quality	\$75	\$65	\$55	Bulk sediment porewater extraction, WQ, ammonia, and sulfides
5	Wet-sieve Grain Size	\$50	\$45	\$40	For test species selection parameters and reference station target selection/confirmation
Item#	Task	Base (2 Sample Minimum; 1 Sample + 1 Reference)		Each Additional Sample >2; added to base fee	Notes
6	Interpretive Toxicity Evaluation Report	\$1,355		\$375	Statistical analyses, results summary, guidance evaluation (User Manual, SCUM, or SEF), and QA/QC review.
7	EIM Bioassay Data Deliverable	\$775		\$225	Environmental Information Management (EIM) Bioassay Results: Data Submittal Generation and QA/QC
Item#	Task	Unit Cost		Units	Notes
8	Reference Sediment Collection (Carr Inlet, WA)	\$3,440		1 Event	Associated costs with collecting sediments grabs from a vessel. (includes fees, travel, fuel, T&M, on-site wet-sieve grain size)
9	Technical Consulting and Coordination:	See Page 2			To provide communication, technical support, and/or Agency coordination, as-needed.
10	Sample Storage and Disposal	\$50		Per Sample	Assumes Material is non-hazardous (Non-RCRA waste)
11	Ammonia Reduction Procedures/Purging	\$375		Per Sample	If required to reduce ammonia in the sediment PW below threshold concentrations.

PROJECT QUOTATION

CLIENT: Restoration Science & Engineering

CLIENT PM: Lucas Gamble

PROJECT: Valdez Dredge Bioassays

DATE OF BID: 6/1/21

BIDDER: Brian Hester

REFERENCE: PG1551

Assumptions/Comments:

The number of reference samples included is dependent upon the grain size distribution of the project sediments. The % fines of the reference(s) should be within 10% (DMMP) of the sample(s) to be evaluated.

Total cost estimate for this proposal is based on the number of samples identified and includes any combination of test and reference samples.

Unit cost scaling is provided for the respective tasks where appropriate.

Sediment volume requirement will be 6 liters per sample.

Residual sample material will be disposed of 90 days after project completion unless otherwise directed. Hazardous material will be returned to the Client or disposed of at cost to the Client.

Example Costing for 1 Sample and 1 Reference - Total of 2 Units for Costing Exercise

Item#	Task	Unit Cost	Units	Extended Cost	Notes
1	10d Amphipod Survival Bioassay	\$1,270	2	\$2,540.00	All bioassays include a negative control treatment, a positive control treatment, and ammonia/sulfide monitoring as required by PSEP.
2	Bivalve or Echinoderm Embryo-Larval Sediment Bioassay	\$1,445	2	\$2,890.00	
3	20d Juvenile Polychaete Growth Bioassay	\$1,664	2	\$3,328.00	
4	Pretest Poewater Water Quality	\$75	2	\$150.00	Bulk sediment porewater extraction, WQ, ammonia, and sulfides
5	Wet-sieve Grain Size	\$50	2	\$100.00	For test species selection parameters and reference station target selection/confirmaton
6	Interpretive Toxicity Evaluation Report	\$1,355 (Base of 2)	1 Deliverable	\$1,355.00	Statistical anlyses, results summary, guidance evaluation (User Manual, SCUM, or SEF), and QA/QC review.
7	EIM Bioassay Data Deliverable	\$775 (Base of 2)	1 Deliverable	\$775.00	Environmental Information Management (EIM) Bioassay Results: Data Submittal Generation and QA/QC
8	Sample Storage and Disposal (Excludes Reference Samples)	\$50	1	\$50.00	Assumes Material is non-hazardous (Non-RCRA waste)
9	Ammonia Reduction Procedures/Purging TBD	\$375	1	\$375.00	If required to reduce ammonia in the sediment PW below threshold concentrations.
10	Consulting Time (Estimate)	See Below	2hrs per category	\$1,017.54	Estimated LOE
T	Total			\$12,580.54	

LABOR RATES

Name	Classification	Labor Rate
Brian Hester	Director of Port Gamble Operations	\$155.49
Jay Word	Project Manager	\$145.67
Julia Levengood	Laboratory Manager	\$108.57
Regina Edwards	Project Coordinator	\$99.04

OPTIONAL TASKS

Item#	Task	Unit Cost	Units	Notes
11	Reference Sediment Collection (Carr Inlet)	\$3,440	1 Event	Associated costs with collecting sediments grabs from a vessel. (includes fees, travel, fuel, T&M, on-site wet-sieve grain size)

Restoration Science & Engineering, LLC
Authorization to Proceed

This Authorization to Proceed is specific to the following Restoration Science & Engineering, LLC (RSE) Proposal:

Client Name	PND Engineers, Inc.
Proposal Number	21-2385
Project Description	Valdez Harbor Dredge Sampling
Date	6-1-2021

The above Client authorizes Restoration Science & Engineering LLC (RSE) to proceed with the services referenced by this Projects Proposal. By executing this authorization to proceed, the client further agrees to the terms and conditions of the attached version of RSE's 2021 Schedule of Charges and General Conditions. Additionally, by executing this Authorization to Proceed, the client agrees to any specific terms and conditions stated in this Projects Proposal, as the case may be.

Restoration Science & Engineering, LLC

911 West 8th Avenue

Suite 100

Anchorage, AK 99501

Telephone (907) 278-1023

Fax: (907) 277-5718

Please execute this Authorization to Proceed by filling out the information below and remitting it via fax (907) 277-5718 or email an electronically scanned document.

Authorization Signature	
Date	
Printed Name	
Billing Address	
Fax Number	
Phone Number	
Email	
P.O. or Reference Numbers	
Special Instructions:	

Restoration Science & Engineering, LLC

911 West 8th Ave., Suite 100

Anchorage, Alaska 99501

Telephone (907) 278-1023

Fax (907) 277-5718

2021 SCHEDULE OF CHARGES AND GENERAL CONDITIONS

Personnel Charges

Charges for employees are determined by the regular hourly rates listed below. When travel is required for work, time spent will be charged for in accordance with this schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

Engineer/Scientist X	\$195/hour	Project Assistant	\$75/hour
Engineer/Scientist IX	\$165/hour	Construction Project Manager	\$135/hour
Engineer/Scientist VIII	\$155/hour	ACAD Drafter	\$105/hour
Engineer/Scientist VII	\$145/hour	Fuel System Technician/Designer	\$135/hour
Engineer/Scientist VI	\$135/hour	Expeditor, Project Administration	\$55/hour
Engineer/Scientist V	\$125/hour	Clerical	\$55/hour
Engineer/Scientist IV	\$115/hour	Misc. Communications/Copies	3% billable labor
Engineer/Scientist III	\$105/hour	Expert Witness	\$250/hour
Engineer/Scientist II	\$95/hour	Subcontractors and Non Labor Job Costs	Cost Plus 12%
Engineer/Scientist I	\$85/hour	Mileage Reimbursement Rate	IRS Standard Rate

Equipment Charges - See Schedule. A

1. Payment Terms - The Client agrees to pay RSE's invoices (billed monthly) upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days. It is agreed that any attorney's fees or other cost incurred in collecting any delinquent amount shall be paid by the Client. Hourly rates and cost estimates do not include sales tax; these will be added in any applicable jurisdiction. No deduction shall be made from RSE's invoices on account of retention or liquidated damages, unless expressly included in the Agreement. After five days prior notice to the Client, RSE may suspend services until paid on invoices over 60 days, which are not reasonably in dispute.
2. Overtime/Minimum/Rush Charges - If required, hours worked on any project in excess of eight hours per day, before 7:00 a.m. or after 6:00 p.m., or on weekends, will be charged at 140% of the regular hourly rate. Work on State of Alaska or national holidays will be charged at an additional premium depending on the project. A minimum of two hours will be charged per site visit.
3. Testimony - Should RSE or any RSE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and RSE is not a party in the dispute, then RSE shall be compensated by the Client for the associated reasonable expenses and labor for RSE's preparations and testimony at appropriate unit rates. If RSE or a RSE employee acts as an expert witness on matters outside the scope of a particular consulting services contract, expert witness fees will be charged both for preparation and attendance at any hearings.
4. Termination - Either party may terminate this Agreement without cause after 30 days written notice. This Agreement will terminate immediately upon the insolvency of the Client. In the event the Client requests termination prior to completion of proposed services, the Client agrees to pay RSE for reasonable charges incurred to date and associated with termination of work. Either party may terminate this Agreement for cause after 10 days written notice of the reason for termination. If the party notified of termination for cause, cures the reason for the termination prior to the termination date, the termination notice shall be withdrawn.
5. Site Operations - Client will arrange for right-of-entry to any property necessary for RSE and/or its Subcontractors to perform the contract tasks outlined in RSE's proposal or required by this Agreement. The Client represents that it possesses necessary permits and licenses required for the activities of RSE and its subcontractors at the site. While RSE will take all reasonable precautions to minimize damage to the property, Client agrees that RSE shall not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, phone lines, pipelines, etc.) which are not called to RSE's attention and correctly identified on plans furnished by the Client in connection with work performed under this Agreement.
6. Relationship of Parties/Standard of Care - Restoration Science and Engineering agrees to provide those specific consulting services set out in its fee proposal or in the form of agreement attached hereto as an independent contractor to the Client. These services are for the sole benefit and exclusive use of the Client. No other party shall be entitled to rely upon any work products provided to the Client and RSE shall not be responsible to any such third party with respect to any statements contained in such reports.

RSE and its employees will use the degree of skill and care in the performance of the consulting services ordinarily exercised by reputable members of its profession, practicing in the same or similar localities at the time of the performance of such services based on the then-current state of practice. Due to the nature of professional consulting services, no warranty or guarantee, whether expressed or implied, is or can be made in or intended by RSE's proposal, under any agreement or in any report provided by RSE as a result of such consulting services. RSE's liability under this Agreement shall be restricted to the performance of the services hereunder and in no event shall RSE be responsible for any consequential losses which Client may suffer as a result of any breach of this Agreement.

7. Environmental Indemnity - In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless and indemnify RSE from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by RSE's negligence or willful misconduct, resulting from: a) Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents, b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents, or contaminants of any nature or kind, found or identified at the site, c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of RSE's services, d) Allegations that RSE is a handler, generator, operator, treater, storer, transporter, or disposer (unless expressly retained by Client for such services) under the Resource Conservation and Recovery Act of

1976 as amended or any other similar federal, state or local regulations or law due to RSE's services, or e) Any third party suit or claim for damages against RSE alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of RSE's services under this Agreement.

8. Sample Retention and Waste Disposal - All hazardous and nonhazardous environmental and geotechnical samples and waste collected by RSE or generated through field operations shall remain the sole and exclusive property and responsibility of the Client. Client agrees all such samples and waste will be discarded 90 days after analysis and reporting by the laboratory. Extended storage can be provided at Client's sole risk and expense. If requested, RSE will assist Client with the disposal of wastes and charge its normal rates. .
9. Field Representation - The presence of RSE's or its subcontractors' field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a third-party contractor(s) not retained by RSE be involved in the project, Client will advise such contractor(s) that RSE's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of RSE's field representative for project administration, assessment, observation or testing, will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications.

If a third-party contractor (not a subcontractor of RSE) is involved in the project, Client agrees, that the contractor will be solely and completely responsible in accordance with generally accepted construction practices, for working conditions on the job site including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that RSE will not be responsible for job or site safety or security on the project, other than for RSE's employees and subcontractors, and that RSE does not have the duty or right to stop the work of the contract.

10. Cost Estimates - If requested, RSE will use its best efforts and experience to provide realistic opinions or estimates of costs for remediation, construction or other services as appropriate, based on reasonably available data, RSE's designs or RSE's recommendations. However such opinions are intended solely to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to by RSE in writing. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond RSE's control. RSE includes a 3% charge to estimates involving direct labor for miscellaneous copies and long distance phone calls. This fee is not intended to include costs for production of documents or regular long distance phone calls for a project, which will be budgeted separately in addition to this misc. fee. Per diem for work in areas outside Anchorage area will be based on the applicable federal rates.
11. Documents - RSE will furnish Client with the agreed upon number of written reports and supporting documents. These instruments of services are furnished for the Client's exclusive internal use and reliance. All documents prepared by RSE under this Agreement shall remain the sole property of RSE. Any unauthorized use or distribution of RSE's work shall be at Client's and recipients sole risk and without liability to RSE. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by RSE pursuant to this Agreement, will not be used for any endeavor not expressly provided for in this Agreement, without RSE's written consent.

Field tests or boring locations described in RSE's reports or shown on sketches may be based on information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

12. Confidentiality - RSE will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Client will maintain as confidential any documents or information provided by RSE and will not release, distribute or publish same to any third party without prior permission from RSE, unless compelled by law or order of a court or regulatory body of competent jurisdiction.
13. Claims - The parties agree that prior to filing of any suit, they will attempt to resolve any and all disputes utilizing alternative dispute resolution, specifically a Dispute Resolution Board (DRB). A DRB shall be selected by the parties as follows. Each Party shall select one DRB member. The selected DRB members shall then select a third DRB member. The DRB shall, within 30 days of the selection of the final member, convene to hear the claims and defenses of the parties. Within 15 days after closing of the hearing, the DRB shall issue a decision addressing the claims and defenses of the parties and recommending what amounts, if any, one party should pay to another party. The decision of the DRB is not binding on any party. However, the parties agree that the decision of the DRB shall be admissible as evidence in any subsequent legal proceeding. Each party shall share equally in the costs and expenses of the DRB. Each party shall bear its own attorney fees and costs up through the date of the first filing of any litigation. However, in the event a claim results in litigation, the unsuccessful party to the litigation shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
14. Priority Over Form Agreements/Purchase Orders - The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to RSE as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
15. Survival - All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and RSE shall survive the completion of the services and the termination of this Agreement.
16. Severability - In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
17. Assignment - This Agreement may not be assigned by either party without the prior permission of the other.
18. Integration - This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.