



March 24, 2022

Sol Martinez
Fire Chief
Gustavus Volunteer Fire Department
PO Box 1
Gustavus, AK 99826

RE: Fee Proposal – Gustavus Fire Department, Tower Foundation

Dear Mr. Martinez:

RESPEC is pleased to provide a fee proposal for the foundation design for a 50-foot tall free-standing tower located at the Volunteer Fire Department in Gustavus, Alaska.

SCOPE OF SERVICES

GEOTECHNICAL

Geotechnical services will include a desk top study based on historic in-house knowledge of soils in Gustavus. Conservative bearing pressures and foundation design recommendations for the tower will be made based on known information. Site specific subsurface explorations are excluded from the scope. RESPEC is available to send personnel to the site to dig test pits, for an additional fee, if the fire department warrants it is necessary.

STRUCTURAL

RESPEC will design a concrete foundation for the 50-foot, free-standing tower by analyzing the gravity and lateral loads applied to it. The rebar in the footing will be designed per the applicable codes.

A pre-final design plan will be provided for your comments. Following the incorporation of your comments, 100% design documents will be provided for construction. Notes, details, and required special inspections will be included with the foundation plan.

The structural design will be based on the tower information provided. It is assumed that the tower configuration will not change as the foundation design progresses.

FEE

The geotechnical and structural services listed above will be provided for a fixed fee of \$6,500.

Construction administrative services, including bidding services, submittal reviews, and special inspections will be performed on a time and expense basis, in addition to the above fee.

9109 MENDENHALL MALL RD.
SUITE 4
JUNEAU, AK 99801
907.780.6060



The fee and services listed are based on our understanding of the project. If the scope changes occur, we will coordinate directly with you.

SCHEDULE

Upon receiving the signed contract, we will begin the work. RESPEC will coordinate the final schedule with the owner after the project is awarded.

Thank you for this opportunity; we look forward to beginning this work. Please call if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink that reads 'Janice M. Wells'. The signature is fluid and cursive, written on a light blue rectangular background.

Janice Wells, PE
Structural

Janice.Wells@respec.com

Attachments: Contractual Agreement



This is an agreement between the CLIENT and RESPEC Company, LLC (ENGINEER) made on the date included in the signature at the end of this contract.

The CLIENT is identified in the Statement of Services attached to this contract.

Client intends to contract with RESPEC Company, LLC to provide the scope of services indication in the attached Statement of Work.

ENGINEER and CLIENT in consideration of their mutual covenants herein agree to the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth below. Execution of this Agreement by CLIENT and ENGINEER constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written.

1.0 Standard of Care

ENGINEER shall perform or furnish to CLIENT services for the Project to which this Agreement applies as hereinafter provided.

The standard of care for services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

ENGINEER shall be responsible for the technical accuracy of its services, interpretations, and recommendations resulting therefrom. ENGINEER will not be responsible for other parties' data, or improper interpretations or use by others.

2.0 Basic Services of ENGINEER

Upon this Agreement becoming effective, ENGINEER shall perform services per Statement of Services (copies attached) and as stated below:

2.1 Designate a person to act as ENGINEER's representative with respect to the services to be provided by ENGINEER under this Agreement.

2.2 Review Statement of Services (copies attached)

2.3 Provide deliverables as detailed in the Statement of Services.

3.0 Additional Services Requiring Advance Authorization

The following additional services will be accomplished if requested by the CLIENT.

3.1 Services resulting from significant changes in the scope, extent, or character of the work.

3.2 Services resulting from conditions, which are different from information that the CLIENT previously provided, or have changed

CONTRACTUAL AGREEMENT

from that provided, or that the CLIENT was responsible for, but failed to provide.

3.3 Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the Project.

3.4 Those tasks outlined in the Statement of Services under the "Additional Services" section.

4.0 CLIENT's Responsibilities

The CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1 Designate a person to act as CLIENT's representative with respect to the services to be provided by ENGINEER under this Agreement.

4.2 Provide all necessary coordination with the CLIENT and other authorities having jurisdiction.

5.0 Time for Rendering Services

5.1 The ENGINEER shall submit deliverables as follows:

- Reference Statement of Services (copies attached)

5.2 If the ENGINEER's services are delayed for causes beyond ENGINEER's control, an equitable adjustment shall be made.

6.0 Method of Payment

6.1 CLIENT shall pay ENGINEER for Basic Services performed under Section 2, Statement of Services (copies attached) for method.

6.2 CLIENT shall pay ENGINEER for Additional Services performed under Section 3 to be negotiated as necessary.

6.3 Invoices will be prepared in accordance with the ENGINEER's standard practices and will be submitted to CLIENT by ENGINEER at least monthly. Invoices are due and payable within 15 days of receipt by CLIENT.

7.0 Reuse of Documents

7.1 All documents provided or furnished by ENGINEER pursuant to this Agreement are intended for use on this Project only. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on another project. Any such reuse will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER.

8.0 Hazardous Environmental Conditions

CLIENT has disclosed to ENGINEER all data available to CLIENT concerning known or suspected Hazardous Environmental Conditions or has represented to ENGINEER that, to the best of CLIENT's knowledge, a Hazardous Environmental Condition does not exist at or near the Site.



If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT, and to the extent of applicable Laws and Regulations, appropriate governmental officials.

9.0 Allocation of Risk

- 9.1** To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, and employees in the performance and furnishing of ENGINEER's services under this Agreement.
- 9.2** To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER's officers, directors, partners and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and ENGINEER's consultants with respect to this Agreement or the Project.
- 9.3** To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for all costs, losses or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals.

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10.0 Dispute Resolution

- 10.1** CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Paragraph 10.3 below or other provisions of this Agreement or exercising their rights under law.
- 10.2** If the parties fail to resolve a dispute through negotiation under Paragraph 10.1, then either or both may invoke the procedures of Paragraph 10.3, or the parties may exercise their rights under law.
- 10.3** Mediation. CLIENT and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to the American Arbitration Association. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

11.0 Insurance

ENGINEER will maintain insurance coverage for Worker's Compensation, Employer's Liability, General Liability, Automobile Liability, and Professional Liability (E&O), and will provide certificates of insurance to CLIENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:

By: _____

Title: _____

Date: _____

ENGINEER:

RESPEC

By: **Janice Wells, PE**

Title: **Structural**

Date: **3/24/2022**