

November 18, 2022

Petersburg Parks and Recreation  
500 North 3<sup>rd</sup> Street  
Petersburg, AK 99833

ATTENTION: Stephanie Payne

Dear Stephanie,

**REFERENCE: Petersburg Recreation Center Sewer Line Repair  
Fee Proposal**

RSA Engineering is pleased to offer a fee proposal for architectural and engineering services for the referenced project. We have based our scope of work on our teleconference on 2 November 2022, and the drawings and photos received via email on 2 November 2022, along with the following assumptions:

- We understand the project is to replace the failed main sewer line at the Recreation Center. The line apparently has bellies, restrictions, and ground water incursion. This likely will require full replacement of the line.
- We will attend a site investigation of the facility to determine what information is available and to understand the disruption of the aboveground areas. We do not have a drain line camera, but if you arrange for a camera investigation while we are on site it would be helpful.
- We have included PND structural engineers to specify cutting and replacement of the floor slab since it is a pile-supported structural slab.
- We have included Hildie Cain for specifying architectural replacement of the finishes and for local assistance in monitoring construction.
- We have included HMS Alaska for cost estimating. They will provide one cost estimate of the 95% set of plans.
- We will provide 95% plans for your review and comment and signed 100% plans for bidding and permitting. We will include sheet specifications located on the drawings in lieu of bound type specifications that form a project manual.
- Design services are included on a lump sum basis. Permitting, bidding, and construction services will be provided on a time and expenses basis.
- This proposal anticipates that submission of plans to the state fire marshal is not required. This proposal further anticipates that you will submit the plans to the local jurisdiction for any local permitting. We will respond to comments from any plan review and adjust the plans if required.
- This proposal anticipates you will conduct the advertising and bidding of this project. We will assist with answers to bidders' questions as necessary.
- Construction phase services include submittal review, DCVR review/response, one construction inspection of the pipe prior to covering, review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.
- Architectural and structural will each conduct a completion inspection after the trench is filled in and the slab is repaired.

**Exclusions:**

- We have assumed the area is free of hazardous materials and have not included a hazardous materials consultant.
- 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.
- Any permitting or plan review fees are not included.

RSA proposes the following lump sum design fees for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Structural</u>	<u>Architectural</u>	<u>Cost Estimate</u>
Site Investigation	\$4,686.00	\$1,500.00	\$900.00	
95% Construction Documents	\$9,400.00	\$6,800.00	\$7,900.00	\$4,470.00
100% Construction Documents	\$3,960.00	\$445.00	\$1,155.00	
<b>Design Subtotal:</b>	<b>\$18,046.00</b>	<b>\$8,745.00</b>	<b>\$9,955.00</b>	<b>\$4,470.00</b>
<b>Design Grand Total (Fixed Fee):</b>	<b>\$41,216.00</b>			

RSA proposes the following estimate of time and expenses fees for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Structural</u>	<u>Architectural</u>
Bidding & Permitting	\$ 2,100.00	\$ -	\$ 200.00
C/A	\$ 8,650.00	\$ 5,686.00	\$ 664.00
Inspection	\$ 4,916.00	\$ 1,500.00	\$ 500.00
<b>C/A Subtotal:</b>	<b>\$ 15,666.00</b>	<b>\$ 7,186.00</b>	<b>\$ 1,364.00</b>
<b>CA Grand Total (T&amp;E):</b>	<b>\$ 24,216.00</b>		

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,



Mark R. Frischkorn, P.E.  
Vice President

mrf/hhm  
22-0554/P22-378  
Attachment

Accepted for Petersburg Parks and Recreation

## 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.