

**AGREEMENT
FOR
CRAIG HIGH SCHOOL BOIMASS PROJECT**

This Agreement made and entered into this ____ day of _____, 2022, by and between the Craig City School District, hereinafter "CCSD", whose address is: P.O. Box 800, Craig, Alaska 99921, and R&M Engineering – Ketchikan, Inc. whose address is: 7180 Revilla Road, Suite 300, Ketchikan, Alaska 99901, and licensed and qualified to do business within the State of Alaska as a professional Engineer, hereinafter called "Contractor."

Section 1. Engagement. The CCSD agrees to engage the Contractor to perform those services set forth in the Scope of Work which is set out in the invitation for bids project description attached hereto as Exhibit A.

Section 2. Services. The Contractor warrants that it is qualified and properly licensed and agrees to perform certain services necessary for completion of the project, which is defined in the Scope of Work.

Section 3. Relationship. The Contractor is an independent contractor and is not to be considered an agent or employee of the CCSD. The Contractor has no authority to bind the CCSD.

Section 4. Compensation. The Contractor shall be paid full compensation in an amount up to \$61,000 as estimated in fee proposal letter (Exhibit B) at the rates for services as set forth in Exhibit C. No additional compensation in excess of this amount may be claimed unless previously provided for by written amendment. Progress payments shall be made monthly.

Section 5. Compensation for Additional Services. In the event the CCSD requires services in addition to those described in the Scope of Work, the Contractor shall be compensated at the rates for hourly work and other services set out in Exhibit C.

Section 6. Method of Payment. Payment will normally be from monthly invoices detailing the work, including duration, location & specific description, and acceptance of said work by the CCSD.

Section 7. Ownership. All original documents, including but not limited to, tracings, plans, specifications, maps, reports, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by Contractor, in the performance of this agreement, shall be and become the sole and exclusive property of the CCSD.

Section 8. Term. The term of this Agreement shall commence on signing, at which time the Contractor shall begin service and continue for a one year period. The CCSD may elect, at its discretion, to offer a new contract for a one year period after expiration of this contract, but any such contract shall be a separate contract and not an extension of this contract unless specifically identified as an amendment to this contract.

Section 9. Termination. This agreement may be terminated:

- a. By either party at any time for failure of the other party to comply with the terms and conditions of this agreement;
- b. by either party upon 30 days prior written notice to the other party; or
- c. upon mutual written agreement of both parties.

In the event of termination, the Contractor shall stop work immediately and shall be entitled to compensation for professional service fees and for authorized expense reimbursement to the date of termination; and the Contractor shall provide to the CCSD all work product completed or in progress at such date and communicate such recommendations and conclusions to the CCSD as may have been formed by such date.

Section 10. Insurance Requirements. During the entire period of the project or work, the Contractor shall

provide the following types of insurance. All policies shall have a thirty (30) day cancellation clause. The CCSD shall be insured as additional insured on all insurance policies except professional liability contracts. Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to the CCSD prior to cancellation. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

- a. Workers' compensation as required by law.
- b. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.
- d. Professional liability insurance covering errors and omissions at \$1,000,000 per claim

Section 11: Hold Harmless and Indemnity.

- a. The Contractor shall indemnify, defend, save and hold the CCSD, and their officers, employees and agents harmless from any and all claims, lawsuits, liabilities, penalties, or fines, including attorney's fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property occurring as a result of the Contractor's or any subcontractor's intentional misconduct or negligent acts, errors or omissions in its performance pursuant to this contract.
- b. Contractor further agrees to appear and defend, and to indemnify and save free and harmless the CCSD and the their officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, whether or not valid, and for any cost and expense, including reasonable attorney's fees, incurred by the CCSD, their officers, employees or agents on account of any claim therefore, including claims by reasons of any defects in any plans, drawings, specifications, computer programs, technical reports, or other work product of Contractor prepared for or submitted to the CCSD pursuant to this agreement provided said claim is not based upon a use of said plans, drawings, specifications or other work product for other than the purposes for which such data was prepared and submitted to the CCSD.

Section 12: No Third Party Beneficiaries. Nothing in this agreement shall be construed to give any person other than the CCSD and the Contractor any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the CCSD and the Contractor.

Section 13. Non waiver. No delay or omission of the right to exercise any power by the CCSD shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by the CCSD shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the CCSD to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 14. Successor and Assigns. Except as otherwise provided herein, the covenants, agreements, and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

Section 15. Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.

Section 16. Miscellaneous.

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Contractor without the prior written consent of the CCSD.

This agreement shall be modified only by a written agreement duly executed by the CCSD and the Contractor.
- c. The Consultant shall comply with all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.
- f. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by given written notice to the other party.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

Dated: _____

CRAIG CITY SCHOOL DISTRICT

By: _____
Chris Reitan
Superintendent

Attest:

By: _____
Cindy Bennett
School District Business Manager

CONSULTANT:

R&M Engineering – Ketchikan, Inc.

Dated: _____

By: _____
Trevor Sande, President

EXHIBIT A SCOPE OF WORK

UPDATE CONSTRUCTION DOCUMENTS

Perform the following work to update the construction documents for a new bid:

1. Update the drawings and specifications to clarify the wood boiler is owner supplied, contractor installed.
2. Update the drawings and specifications to incorporate changes made by addendum in the first bidding process.
3. Update the drawings for State Fire Marshal Plan Review.
4. Update specifications and drawings to issue for bidding.
5. Updated construction cost breakdown associated with project

BIDDING PHASE

Perform the following work during bidding of the project:

1. Participate in pre-bid contractor meeting via conference call/video conference.
2. Develop and issue addendums as required.
3. Answer questions from contractors during bidding.

CONSTRUCTION ADMINISTRATION PHASE

Perform the following work during construction administration for the duration of the project, including:

1. Shop drawing review.
2. Respond to contractor RFI's.
3. Answer questions from contractors during construction.
4. Review O&M manuals.

SUBSTANTIAL COMPLETION AND CLOSE OUT SITE VISITS

Perform the following work for a final inspection:

1. Travel to Craig.
2. Review installed project and issue an inspection report and list of items to complete.

Deliverables

1. Specifications in CSI format in electronic PDF format.
2. Stamped and signed drawings in electronic PDF format.
3. Substantial Completion and Close Out inspection reports in electronic PDF format.

Services Not Included:

1. Changes in the project scope of work that is defined above.
2. Providing any other services not specifically included in this agreement.
3. Detailed energy modeling.
4. Air quality engineering.
5. Asbestos testing or remediation planning.

Proposed Project Timeline:

12/15/22	Notice to Proceed
12/16/22 – 1/16/23	Bidding
1/16/23 – 6/1/23	Submittal and shop drawing review
6/1/23-Fall 2024	Construction Administration

**EXHIBIT B
FEE PROPOSAL LETTER**

Re: **Craig High School Biomass Project – Bidding and Construction Administration Services**

Dear Chris Reitan,

R&M Engineering, Inc.-Ketchikan is pleased to offer our bidding and construction administration services for the above referenced project.

We are proposing to perform the scope of work defined above for the fees listed below (Exhibit C). The updating the construction document phase will be a lump sum fee. The bidding and construction administration phases will be billed on a time and material basis with an anticipated estimated effort listed below. R&M Engineering Inc.-Ketchikan's 2022 billing rate sheet is attached (Exhibit C).

Update Construction Documents:	Lump Sum Fee, \$5,000
Bidding & Construction Administration:	Time and Material, Estimated \$46,000
Substantial and Final Completion Site Visits:	Time and Material, Estimated \$10,000

You will be billed on a monthly basis. Payments are due and payable 30 days from the date of invoice. Reimbursable expenses would include travel costs, printing costs and postage costs and will be billed at cost plus 10%.

If this proposal is acceptable, please sign below, return one copy to R&M Engineering, Inc.-Ketchikan and we will initiate the scope of work.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

R&M Engineering Inc., Ketchikan

Craig City School District

Accepted by:



Trevor Sande, PE

Authorized Signature

Printed Name

Date: _____

**EXHIBIT C
FEE SCHEDULE**

PRINCIPAL AND/OR ASSOCIATES

CIVIL ENGINEER, PRINCIPAL	\$200.00/HR
REGISTERED LAND SURVEYOR, PRINCIPAL	\$200.00/HR
CIVIL ENGINEER, ASSOCIATE	\$180.00/HR

ENGINEERING AND SURVEYING SERVICES (STAFF)

CIVIL ENGINEER, LEVEL 4	\$180.00/HR
CIVIL ENGINEER, LEVEL 3	\$165.00/HR
CIVIL ENGINEER, LEVEL 2	\$150.00/HR
CIVIL ENGINEER, LEVEL 1	\$140.00/HR
CIVIL ENGINEER, JR.	\$120.00/HR/ \$140/OT
REGISTERED LAND SURVEYOR	\$150.00/HR
REGISTERED ARCHITECT	\$150.00/HR

TECHNICIAN SERVICES

	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
FIELD CONCRETE/SOILS TECHNICIAN	\$140.00	\$160.00
SENIOR ENGINEERING TECHNICIAN	\$140.00	\$160.00
ENGINEERING TECHNICIAN	\$120.00	\$140.00
JR. ENG TECH	\$90.00	\$110.00
CIVIL CONSTRUCTOR LEVEL 3 (LEAD)	\$130.00	\$150.00
CIVIL CONSTRUCTOR LEVEL 2	\$120.00	\$140.00
CIVIL CONSTRUCTOR LEVEL 1	\$110.00	\$130.00
PROJECT INSPECTOR, LEVEL 2	\$150.00	\$170.00
PROJECT INSPECTOR, LEVEL 1	\$120.00	\$140.00
SENIOR DRAFTER	\$130.00	\$150.00
DRAFTER	\$120.00	\$140.00

SURVEY FIELD SERVICES

SURVEY PARTY CHIEF	\$140.00	\$160.00
SURVEY TECH	\$100.00	\$120.00
D/B PARTY CHIEF	\$160.00	\$200.00
D/B SURVEY TECH	\$140.00	\$180.00

SPECIALIZED ENGINEERING AND/OR SURVEYING EQUIPMENT

SURVEY TOTAL STATION	\$100/DAY
GPS RTK OR ROBOTIC TOTAL STATION	\$300/DAY