

Budget breakdown:

Task List

Supplement to December 16, 2019 proposal for professional services.

Tasks	Name: Level: Rate:	ZM			JC			AS			BS			Task Hours	Task Time Cost	Task Expenses	Task Budget
		Associate Principal	Associate Principal	Senior Associate	Associate Principal	Associate Principal	Senior Associate	Associate Principal	Associate Principal	Senior Associate	Associate Principal	Senior Associate	Specialist				
		\$ 235.00	\$ 235.00	\$ 205.00	\$ 205.00	\$ 160.00	\$ 160.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00				
1 Initial repair drawing development	Review all available documents (Items 1-13 in proposal letter) Create initial set of repair drawings for site confirmation/verification Calls, emails, meetings, planning, etc.	4	8	8	1	4	20	20	30	2	40	40	40	107	\$ 18,445.00	\$ -	\$ 18,445.00
	Task Hours	20	20	20	5	42	42	40	40	2	40	40	40				
	Task Cost	\$ 4,700.00	\$ 4,700.00	\$ 1,025.00	\$ 1,025.00	\$ 6,720.00	\$ 6,720.00	\$ 6,000.00	\$ 6,000.00	\$ 260.00	\$ 520.00	\$ 520.00	\$ 520.00				
2 Site visit to confirm and verify drawings have accurate/correct scope	Prep., travel time and time on site to confirm accurate scope on drawings Drawing revisions based on additional information from site visit Organize all data collected at site visit	20	4	4	20	8	4	4	4							\$2,000.00	
	Task Hours	28	4	4	20	8	4	4	4					60	\$ 11,700.00	\$2,000.00	\$ 13,700.00
	Task Cost	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00	\$ 6,580.00				
3 Finalize drawings, specifications, and code compliance narrative for bidding	Code compliance narrative and specifications for all work indicated on drawings Drafting revisions to incorporate all of Task 2 into final repair scope Internal review and revisions	8	2	4	4	4	4	4	4	24	24	24	24				
	Task Hours	14	4	4	4	4	4	4	4	11	11	11	11	53	\$ 9,470.00	\$ -	\$ 9,470.00
	Task Cost	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00	\$ 3,290.00				

Grand Total \$ 41,615.00
 Project Management and Coordination @ 10% \$ 4,161.50
 Contingency @ 10% \$ 4,161.50
 Grand Total \$ 49,938.00

Note:

- Professional services by WJE will result in preparation of drawings with specifications included within the drawing set to detail the scope work necessary to correct the fire damage. These drawings and specifications are intended to be used as the basis for obtaining pricing from contractors to perform the work specified.
- The drawings and specifications will be developed sufficiently such that they can be readily converted into a drawing and specification set for permit and construction. It is anticipated that in addition to the drawings and specifications, that a separate code compliance narrative and possible calculations may be required for permit submittal. These documents, if required for permit submittal, are not included in above referenced tasks but are estimated to have a budget of approximately \$2,500.



Wiss, Janney, Elstner Associates, Inc.

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Seattle, Washington 98108
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December 16, 2019

Mr. Chris Cotta
Director of Public Works
Petersburg Borough
P.O. Box 329
Petersburg, AK 99833

Petersburg - Motor Pool Shop

Repair Drawings and Specifications for Bid
Sedgwick Claim No. SEA19214100
WJE No. 2019.7774

Dear Mr. Cotta:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is providing this agreement for professional services. We understand that a fire occurred at the Motor Pool Shop building located at 305 South 2nd Street, Petersburg, Alaska on August 19, 2019. JS Held has been retained by Sedgwick to assess damages to the building from the fire and to assist with repair cost estimation. You have provided us with the following that describe the building, fire damage, and general scope of repair:

1. Three hundred forty-six photographs taken August 22, 2019 that depict the conditions caused by the fire. These photos are organized into descriptive subfolders named Bath, Break Room, Exterior, etc.
2. A one page building detail report dated February 9, 2014.
3. Email correspondence dated August 26 and September 5, 2019 regarding "Petersburg Borough shop building heat pump assessment".
4. Xactimate sketches showing plan view layout and dimensions of the building and rooms within the building dated September 5, 2019.
5. A site visit report by EEIS Consulting Engineers, Inc. to Sedgwick dated September 9, 2019 that describes the extent of structural damage and general scope of repair.
6. A report from JS Held to Sedgwick dated September 9, 2019 that details the fire damage and provides a rough order of magnitude cost projection.
7. A one page letter from Mattingly Electric LLC dated September 6, 2019 providing a rough estimate of the replacement cost of the electrical portion of the building.
8. Email correspondence dated September 5 and 9, 2019 regarding motorized overhead coiling door cost proposal.
9. A letter from Washington Crane and Hoist to JS Held dated September 9, 2019 regarding Motor Pool Building Crane Replacement.
10. A preliminary six page scope of work prepared by JS Held dated September 13, 2019 detailing work required to correct the fire damage.
11. Asbestos Sample Reporting by ATC dated September 16, 2019.

12. Borough comments on Item 10 from this list dated September 30, 2019.
13. A report from JS Held to Sedgwick dated November 4, 2019 that details the building code and code upgrade requirements applicable to repairing the fire damage.

We understand that fire damage assessment and scope of repair determination by others of the vehicle lift, overhead crane, and possibly other components are incomplete and ongoing at this time.

You have asked us to provide you this proposal to prepare bid documents in the form of drawings and specifications describing the repairs necessary to correct the fire damage. These bid documents would be intended to be used as the basis for obtaining pricing from contractors to perform the work specified. You have also asked that the scope of work specified in the bid documents be developed sufficiently such that they can be readily converted into a drawing and specification set for permit and construction.

We propose to perform the following tasks:

1. Create a preliminary working draft set of architectural and structural bid documents based on the information you have provided us.
2. Visit the site to further verify, confirm, and/or define details of the repair scope.
3. Provide you with a set of architectural and structural bid documents that convey the scope of work required to repair the building to address the fire damage.

We estimate a budget of \$50,000 to complete these tasks. Our budget estimate excludes work after providing you with documents to use for bidding. However, we would be glad to assist with the bid process and/or advancing our bid documents to a drawing and specification set for permit and construction if requested.

Fees for our services to perform tasks requested will be billed at our standard hourly rates in effect at the time the work is performed plus reimbursable expenses. Our current hourly rates are listed below. All of our work will be performed in accordance with our *Terms and Conditions for Professional Services*, which is attached as part of this agreement. The work will be managed by Mr. Zeno Martin, P.E., S.E., at the Associate Principal level. Other WJE staff and/or subconsultants may become involved depending on the circumstances of the project.

Table 1: Hourly Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	\$350.00	Senior Specialist	\$150.00
Principal	\$290.00	Specialist	\$135.00
Associate Principal	\$235.00		
Senior Associate	\$205.00	Senior Technician	\$115.00
Associate III	\$185.00	Technician II	\$100.00
Associate II	\$160.00	Technician I	\$85.00
Associate I	\$130.00		



If you find this agreement acceptable, please sign in the space provided below and return a copy to us. We will consider the receipt of the signed agreement as our notice to proceed. We understand our invoices will be directed to you. If the party responsible for payment is other than JS Held, we ask that a representative from that firm also sign the agreement in the space provided.

We look forward to the opportunity to work with you.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Zeno Martin, P.E., S.E.

Associate Principal

Petersburg - Motor Pool Shop

Repair Drawings and Specifications for Bid
Sedgwick Claim No. SEA19214100
WJE No. 2019.7774

Agreed and approved

Project client

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

Agreed and approved

Party responsible for payment, if different than above

Name: _____ (please print)

Mobile: _____

Signature: _____

Work: _____

Title: _____

Email: _____

As Agent or Principal for: _____

Date: _____



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.