



	Approved	Denied
Action taken	11/14/05	
Other:		
Verified by:	<i>[Signature]</i>	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 05-66**

**TITLE: CONTRACT AMENDMENT TO R&M CONSULTANTS, INC. IN THE AMOUNT OF \$33,721 FOR THE ADDITIONAL MAPPING, SURVEY CONTROL, AND GEOGRAPHIC INFORMATION SYSTEMS SERVICES**

Agenda of: November 14, 2005  
 Originator: Public Works Director

Date: November 3, 2005

Route to:	Department	Signature/Date
X	Police	
	Recreational and Cultural Services Library, Museum	
X	Public Works Planning	<i>[Signature]</i> 11/3/05
X	Finance *signature required	<i>[Signature]</i> 11/3/05
X	Clerk	<i>[Signature]</i>

**REVIEWED BY MAYOR DIANNE M. KELLER:**

*[Signature: Dianne M. Keller]*

**FISCAL IMPACT:**  yes \$33,721 or  no Funds Available  yes  no  
 Account name/number: Police Dispatch 150-4280-428.30-34 \$29,825  
 Public Works Mapping 320-4369-436.45-12 \$3,896  
 Attachments: Scope of Work/AM 05-14/RFP/Contract

**SUMMARY STATEMENT:** The original contract was awarded by City Council on April 11, 2005 based on the November 2005 RFP for mapping services. This contract is building the City's first GIS base map that is tied to survey control monuments that will be used to map existing and future infrastructure. The computer aided dispatch project has identified additional tasks needed through this contract in the amount of \$29,825 (see attachment). Public Works is proposing additional tasks in the amount of \$3,896 to create an LID map and Street Ownership & Maintenance Map from the base map work that has been completed (see attachment).

**STAFF RECOMMENDED ACTION:** Council is requested to authorize the contract amendment to R&M Consultants in the amount of \$33,721 for additional mapping, survey control, and geographic information system services.

## **R&M CONSULTANTS, INC.**

### **MAPPING, SURVEY CONTROL, AND GEOGRAPHIC INFORMATION SYSTEMS - ADDITIONAL SCOPE OF WORK**

#### **Mat-Com Spatial Data Development and consulting to support CAD/Dispatch – Addendum Needed**

##### **1) Additional Work to Existing Task Order**

Adjusting Updated MSB base maps to new survey control for section where adequate control is available. Adjust boundaries for Mat-Com Dispatch to newly controlled base map.

PM	2hrs	\$125	\$ 250
Sr. GIS	48 hrs	\$ 85	\$ 4,080
GIS Tech	32 hrs	\$ 65	\$2,080
<b>Total Task</b>			<b>\$6,410</b>

##### **2) Place Names**

Compile a spatial database of location names of subdivisions from MSB subdivision database, Public Facilities, Schools, work with Mat-Com to compile Major Employer or large commercial retail locations.

PM	2hrs	\$125	\$ 250
Sr. GIS	24 hrs	\$ 85	\$ 2,040
GIS Tech	8 hrs	\$ 65	\$ 520
<b>Total Task</b>			<b>\$2,810</b>

##### **3) Water Body Names**

Compile MSB lake and stream spatial data into Mat-Com Maverick mapping system. Create closed polygons of lakes for the MSB core area so that lakes may be shaded in. Label Lakes using MSB text from CAD drawings. Use DNR water body spatial data outside the MSB core area or re-evaluate budget / priority for this dataset

PM	2hrs	\$125	\$ 250
Sr. GIS	48 hrs	\$ 85	\$ 4,080
GIS Tech	24 hrs	\$ 65	\$1,560
<b>Total Task</b>			<b>\$5,890</b>

##### **4) Bridge and Infrastructure**

Generate a data request to DOT for existing Bridge and Infrastructure spatial databases to Mat-Com for contractor, reformat data into Mat-Com mapping coordinates. Author into Maverick Mapping System.

PM	1hrs	\$125	\$ 125
Sr. GIS	12 hrs	\$ 85	\$ 1,020
GIS Tech	6 hrs	\$ 65	\$ 390
<b>Total Task</b>			<b>\$1,535</b>

##### **5) Alaska Railroad**

Generate a data request to Railroad officials to release requested data for the Mat-Com project to contractor. Gather Existing Alaska Railroad geographic data, including centerline, crossings and other geographic reference points if possible.

PM	1hrs	\$125	\$ 125
Sr. GIS	8 hrs	\$ 85	\$ 680
GIS Tech	4 hrs	\$ 65	\$ 260
<b>Total Task</b>			<b>\$1,065</b>

**6) Map loading & Refinement for Maverick**

Author compiled spatial data into Mat-Com Maverick mapping system. Mat-Com only has license for use at their facility. It is anticipated that all loading and configuration will have to happen at the Mat-Com facility.

PM	2hrs	\$125	\$ 250
Sr. GIS	40 hrs	\$ 85	\$4,080
<b>Total Task</b>			<b>\$4,285</b>

**7) Digitize Wasilla and Houston Police Beat Boundaries**

PM	2hrs	\$125	\$ 250
Sr. GIS	40 hrs	\$ 85	\$3,400
GIS Tech	4 hrs	\$ 65	\$ 260
<b>Total Task</b>			<b>\$3,910</b>

**8) Ongoing project support**

Meetings, consulting, technical interface with CAD Vendor, training

PM	20hrs	\$125	\$2,500
<b>Total Task</b>			<b>\$2,500</b>

**Dispatch Subtotal \$28,405**

**Public Works/Planning – Addendum Needed**

1) DPW / Finance, Digitize of Utility LID project boundaries onto controlled base map. Digitizes LID boundaries over current CAD base map, attribute with LID Identifier, Create Thematic Map.

PM	1hrs	\$125	\$ 125
Sr. GIS	2 hrs	\$ 85	\$ 170
GIS Tech	32	\$ 65	\$2,080
<b>Total Task</b>			<b>\$2,375</b>

2) Planning Department, Coding of Street Centerlines with ownership and maintenance responsibilities for the purposes of snow removal map display. Create Thematic display of map.

PM	1 hrs	\$125	\$ 125
Sr. GIS	2 hrs	\$ 85	\$ 170
GIS Tech	16	\$ 65	\$1,040
<b>Total Task</b>			<b>\$1,335</b>

**Public Works Subtotal \$3,710**

**Total Subconsultant Work-Eterra \$32,115**

**Total R&M Contract Increase \$32,115 plus 5 percent: \$33,721**

**TOTAL COST-----\$33,721.00**



	Approved	Denied
Action taken	4/11/05	
Other:		
Verified by:	<i>Amrita</i>	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

AM No. 05-14

**TITLE: CONTRACT AWARD TO R&M CONSULTANTS, INC. IN THE AMOUNT OF \$65,000 TO ESTABLISH THE CITY'S MAPPING, SURVEY CONTROL, AND GEOGRAPHIC INFORMATION SYSTEMS DATABASE**

Agenda of: April 11, 2005  
 Originator: Public Works Director

Date: April 1, 2005

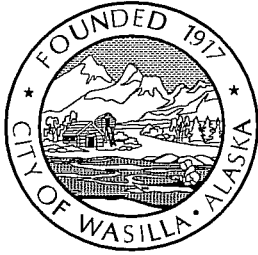
Route to:	Department	Signature/Date
	Police	
	Recreational and Cultural Services Library, Museum	
X	Public Works Planning	<i>[Signature]</i> 4/1/05
X	Finance *signature required	<i>[Signature]</i>
X	Clerk	<i>Amrita</i>

REVIEWED BY MAYOR DIANNE M. KELLER: *Dianne M. Keller*

FISCAL IMPACT:  yes \$65,000 or  no      Funds Available  yes  no  
 Account name/number: 320-4369-436.45-12      \$50,000 Public Works  
 150-4280-428.30-34      \$15,000 Police Department

**SUMMARY STATEMENT:** The City advertised for a mapping consultant in November 2004 and three proposals were received. The firms were ranked based on the proposals. The firm of R&M Consultant's, Inc. was selected as best qualified for this project. The Public Works funded portion of the contract will use Alaska Department of Transportation survey data in the Wasilla area to establish a surveyed accurate GIS base map that will be used by the utilities in the future. This contract will also include funding from the Police Department to coordinate mapping activities with the dispatch center.

**STAFF RECOMMENDED ACTION:** Council is requested to authorize the contract award to R&M Consultants, Inc. in the amount of \$65,000 to establish the City's mapping, survey control, and geographic information systems database.



# **CITY OF WASILLA**

## **Public Works Department**

290 East Herning Avenue, Wasilla, Alaska 99654-7091

Telephone (907) 373-9010 Fax (907) 373-9011

---

## **REQUEST FOR PROPOSAL**

### **MAPPING, SURVEY CONTROL, AND GEOGRAPHIC INFORMATION SYSTEM SERVICES**

The City of Wasilla is soliciting proposals for professional services to define and develop a control survey network to supplement City of Wasilla and Mat-Su Borough maps and information systems.

City of Wasilla  
Public Works Department  
290 E. Herning Avenue  
Wasilla, Alaska 99654  
907-373-9010

Proposals are due no later than 4:00 pm, prevailing time on Thursday, January 27, 2005 at the Public Works Department.

Archie Giddings  
Public Works Director

# CITY OF WASILLA REQUEST FOR PROPOSALS (RFP)

## PROFESSIONAL SERVICES

### A. PURPOSE AND SCOPE

The City of Wasilla is soliciting proposals for professional services to define and develop an initial control survey network that will be the basis for future geographic information system mapping efforts. The initial effort will supplement current City and Borough maps and information systems.

The scope of services for this RFP is as follows:

Inventory existing survey control and mapping data and recommend a control survey framework and integration plan. It is anticipated that the consultant will work with the City to maximize the use of existing data and resources.

Work with the City to define coordinate system standards to be used. The City anticipates that a new coordinate system may be advantageous in improving map accuracies, exchanging data with other agencies, and the use of GPS for asset location within the city.

Define and develop CAD/GIS standards to be used to integrate information with City and Borough GIS mapping projects. Work with the City to define mapping accuracies appropriate to support the City's growing needs of Public Works, Planning, Public Safety and Economic Development, and develop a plan for work to be accomplished within the initial effort. Future survey control needs will need to be identified.

Deliverables include an initial AutoCAD digital drawing containing the surveyed ground points and property boundaries from existing data sources as a base map for future work; develop a plan and scope of work to obtain additional survey control for future work; and develop CAD and GIS standards and integration methods to coordinate City and Borough data.

### B. EXAMINATION OF DOCUMENTS

Before submitting a proposal, the proposer shall:

- 1) Carefully examine and acquaint themselves with all portions of the project and specifications.
- 2) Fully inform themselves of existing conditions and limitations.

- 3) If material required for submitting the proposal is absent from the specifications, the proposer is required to notify the Public Works Director.

The City and/or its employees will not be responsible for any oral interpretations. All replies to questions will be responded to in writing to all RFP holders by addendum. Questions must be received by 5:00 pm on January 13, 2005 to obtain a response. The proposer shall acknowledge receipt of all addenda in their proposal.

### C. SUBMISSION OF PROPOSAL

Each proposal shall be enclosed in an opaque, sealed envelope, addressed and marked as follows:

MAPPING, SURVEY CONTROL, AND GEOGRAPHIC INFORMATION SYSTEM SERVICES DUE: 4:00 PM PREVAILING TIME JANUARY 27, 2005

Proposals received after the stipulated time will not be considered and will be returned unopened.

An official that is authorized to bind the proposer to its provisions shall sign the proposal. The signature shall be in longhand with his/her usual signature. The full name and title of each person signing shall be typed or printed below their signature.

Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation, and by the signature of the president, secretary, or other person authorized to bind in the manner.

Each proposal must include one (1) bound original and four (4) bound copies.

All proposals and other material submitted become the property of the City and may be returned only at the City's option. The City retains the right to use any ideas presented in any response to the RFP. All proposal information will be held in confidence during the evaluation process and prior to the issuance of a professional service agreement contract. Thereafter, proposals will become public information.

Proposals will remain valid for sixty (60) days. Proposals shall be limited to ten (10) pages. Double-sided pages will be considered as two pages. Appendix information and cover letter will not be counted towards the 10 page limit. Appendix information can include resumes and reference information. Multiple proposals will not be accepted.

No oral, telephone, facsimile, or electronic modifications of any proposal submitted will be considered. Any proposer may withdraw their proposal by written notice prior to the time set for the proposal deadline. No proposal may be withdrawn or modified after the time set for the deadline.

No costs incurred by the proposers in preparation of the proposals, including travel and personnel expenses, may be charged as an expense of performing the contract. The City shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

#### D. PROPOSAL CRITERIA

Proposers shall provide evidence of their capacity to successfully complete the project by submitting the following:

- 1) Full description of proposed services.
- 2) Description of the firm(s) expertise and resources that apply to this project.
- 3) Licensing, bonding and insurance. Submit copies of professional registrations, and insurance certificates, including errors and omissions coverage as appendices.
- 4) Qualifications in CAD and GIS mapping.
- 5) References.
- 6) Experience working with government mapping systems.
- 7) Experience working with Alaskan municipalities.
- 8) Timeline for the project.

The successful firm will conduct periodic progress meetings with City staff at the Public Works Department.

#### E. SUBCONSULTANTS

The successful proposer shall be granted the right to subcontract a portion of the work. All proposers must list in their proposal the complete names and addresses of all potential subconsultants, and the type and percentage of work they will accomplish. The proposal will include a written statement from any proposed subconsultant verifying their commitment to perform the described services. The proposal will include evidence of valid licenses for subconsultants.

#### F. SELECTION OF DESIGN FIRM

The City anticipates selection of a consultant February 18, 2005.

**The City of Wasilla reserves the right to reject any or all proposals and to waive any and all informalities at its discretion.**



## G. PROPOSAL NEGOTIATION AND ACCEPTANCE

Written notice will be given to the three (3) most qualified firms determined to be eligible for placement on the negotiation schedule, including their rankings on the eligible list. The City, as its option, may request oral interviews with any or all of those firms, prior to final rankings. The City will attempt to negotiate a contract with the consulting firm considered to be the best qualified to complete the project. If negotiations are unsuccessful, as determined by the City, the City will attempt to negotiate a contract with the second ranked consulting firm, and so on. When an agreement is reached, a professional service agreement contract will be executed between the parties following City Council approval.

## J. PROPOSAL

- 1) **Approach-** Proposers should describe how the scope of work will be undertaken. The methodology should be described in sufficient detail to demonstrate familiarity with this type of work, and must include proposed timeline. Proposers should identify potential problem areas.
- 2) **Firm Experience-** Information relating to experience of the proposing firm will be provided. At a minimum, this information should include a brief history of the firm, a listing of similar completed projects, and the identification of previous clients (name, address, and telephone number) who may be contacted for references.
- 3) **Qualifications of Key Personnel-** The qualifications and experience of key personnel to be assigned to this project shall be described along with their responsibility and time commitment to this project.
- 4) **Management Plan-** The management plan will include a description of how the proposer plans to carry out the proposed project. At a minimum, the following items should be considered:
  - a) The firm's organizational capacity for effective and efficient project management. Where more than one firm is involved, the roles and responsibilities of each firm will be clearly defined.
  - b) A staffing plan detailing project assignments by key personnel, including the percentage of key personnel's time available for the project and the estimated hours for each assignment.
  - c) Policies and procedures to be utilized to ensure that high quality work is provided within project deadlines.
  - d) The project manager's name, address, and phone number.
- 5) **Format-** Proposers are urged to prepare simple, economical proposals. A complete and concise description of the proposer's ability to successfully complete the project is sought.

- 6) **Acceptance-** The City will act on proposals within 30 days of the proposal submission date subject to funding and approval by City Council. The successful proposer will be requested to enter into negotiations to produce a contract for the project. The City reserves the right to terminate negotiations in the event that it deems progress toward a contract is insufficient. Consultant selection will be made on a “best qualified” basis. The City may negotiate a contract with the proposer whose proposal is most advantageous to the City.
- 7) **Evaluation of Proposals-** The selection of the successful consulting firm shall be entirely at the discretion of the City as it deems in its best interest. The City reserves the right to waive irregularities and to reject any and all proposals. The following criteria will be used to evaluate proposals:

Approach	0-40 Points
Firm Experience	0-10 Points
Qualifications of Key Personnel	0-30 Points
Management Plan	0-20 Points
<hr/>	
Total Available Points	100

SAMPLE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF WASILLA

AND

R&M CONSULTANTS, INC.

**MAPPING, SURVEY CONTROL, AND  
GEOGRAPHIC INFORMATION SYSTEMS SERVICES**

THIS CONTRACT is made and entered into this 12th day of April 2005 between the City of Wasilla and R&M Consultants.

THIS CONTRACT is made in accordance with Wasilla Municipal Code 5.08.120 for competitive sealed proposals.

SECTION 1. Definition. In this contract:

- A. The term "City" means the City of Wasilla, 290 E. Herning, Wasilla, Alaska 99654.
- B. The term "Consultant" means R&M Consultants, Inc., 9101 Vanguard Dr., Anchorage, Alaska 99507.
- C. The term "Mayor" means the Mayor of the City of Wasilla or her authorized representative.

SECTION 2. Term. Performance of this contract shall become effective upon signature of both parties to the agreement.

SECTION 3. Contract Services.

- A. The Consultant is to perform all services required as funds are available in accordance with R&M Proposal dated January 27, 2005, and the additional Mat-Com scope of work requested by the City outlined in Eterra April 21, 2005 proposal.

SECTION 4. Payment.

A. In exchange for those professional services rendered under this agreement, the City shall pay the Consultant on the basis of hours worked and expenses incurred a sum not to exceed \$50,000 for the original scope and not to exceed \$15,000 for the Mat-Com scope not to exceed a total of \$65,000 unless prior authorization is obtained and approved in writing.

B. The Consultant shall submit monthly requisitions for payment that describes the services rendered to the City during the period of billing. The Consultant shall be entitled to payment for the amount requisitioned within thirty (30) days following receipt of requisition.

C. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Consultant in connection with performance of contract duties. The parties understand and agree that except as provided in this section, administrative overhead and any other indirect costs the Consultant may incur in performance of its obligations under this agreement have already been included in the hourly rates and may not be charged to the City.

D. The Mayor or her designate shall act, as Owner's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

E. Special Consultants. The parties understand and agree that the Consultant may not retain special consultants, engineers, technicians, or other persons to assist in the performance of work under this agreement at the expense of the City in addition to the sums described in Subsection B unless the City consents in advance to their employment or retention.

F. Funds to be provided under this agreement to the Consultant are subject to appropriation by the City Council.

SECTION 5. Documents and Data.

A. All research materials, notes and files, plans, reports, drawings, mylars, sketches, originals and reports, tables, notes, photographs and other written or reproducible materials compiled or produced by the Consultant in connection with the performance of its duties under this contract shall become the property of the City upon their generation and the Consultant shall not assert or maintain any claim or interest in such matters.

B. All reports, drawings, specifications, documents and other deliverables of the Consultant, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. The City agrees to indemnify Consultant and Consultant's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Project documents.

SECTION 6. Audits and Inspections. The Consultant will maintain accounting records, in accordance with generally accepted accounting procedures. These records will be available to the City during the Consultant's normal business hours for a period of one year after the Consultant's

final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The City may only audit accounting records applicable to a cost reimbursable type compensation.

SECTION 7. Assignment. The Consultant may not assign any interest in this agreement to another person, nor delegate any duties under this contract without the prior written approval of the Mayor. Any attempt by the Consultant to assign any part of her interests or delegate duties under this agreement shall give the City the right to immediately terminate this contract without any liability for work performed subsequent to termination.

SECTION 8. Indemnification. The Consultant agrees to indemnify the City from any and all claims, demands, damages, suits or liability, and costs, including, but not limited to attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of the Consultant, the Consultant's employees, affiliated corporations, and subcontractors in connection with the Project.

The City agrees to indemnify the Consultant from any and all claims, demands, damages, suits or liability, and costs, including, but not limited to attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of the City, the City's employees, and subcontractors in connection with the Project.

SECTION 9. No Additional Work. No claim for additional services not specifically herein provided, done, or furnished by the Consultant shall be allowed by the City or the Mayor without prior written approval; provided, however, that the Consultant may at their own expense provide

such other services as they may deem appropriate and consistent with the purposes and terms of this contract.

SECTION 10. Conflict of Interest. The Consultant, all employees of the Consultant, consultants and other personnel employed by the Consultant providing the services under this contract shall in no way stand to gain financially from the terms of this contract except for wages, salaries or bonuses paid by the Consultant.

SECTION 11. Termination. This contract may be terminated by the City for any reason upon five (5) days written notice prior to the date such termination is effective. In the event the City exercises its right to termination of this agreement pursuant to this section, all finished or unfinished reports or other material prepared by Consultant under this contract shall, at the option of the City, become its property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials before the date termination is effective. Such compensation shall not be in addition to payment provided to the Consultant under this agreement. This contract may also be terminated by the City pursuant to Section 7 above.

SECTION 12. Jurisdiction; Choice of Law. Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska. The Law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

SECTION 13. Non-Waiver. The failure of the City at any time to enforce a provision of this contract shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this contract or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

SECTION 14. Permits, Laws, Taxes and Insurance. The Consultant shall acquire and

maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this contract. All actions taken by the Consultant under this contract shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this contract. The Consultant shall provide the following insurance:

All insurance companies obligated under the following described policies must have a Best rating of "A-V" or better.

1. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1 million including all owned, non-owned and hired automobiles.

2. PROFESSIONAL LIABILITY INSURANCE

\$1 million per occurrence/aggregate; Covering all errors, omissions or negligent acts of the contractor, agent, employee, subcontractor or anyone directly or indirectly employed by them.

Each policy of insurance required by this section shall provide for no less than sixty days' notice to Wasilla prior to cancellation.

The City of Wasilla must be listed as an additional insured on the Professional Liability and Comprehensive Auto Liability.

SECTION 15. Relationship of the Parties. The Consultant shall perform their obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Consultant 's performance within this agreement but shall not supervise or otherwise direct the Consultant except as provided herein.

SECTION 16. Non Discrimination. The Consultant shall not, in the course of performing its duties under this contract, discriminate against any person on the basis of race, religion, color, national origin, sex, marital status or physical handicap.

SECTION 17. Integration. This agreement and any appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations



other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

SECTION 18. Standard of Care. The standard of care applicable to the Consultant's services will be the degree of skill and diligence normally employed by engineering consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform any services not meeting this standard without additional compensation.

SECTION 19. Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the Consultant has no control over cost or price of labor and materials; unknowns or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.

SECTION 20. Force Majeure. The Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Consultant. In any such event, the Consultant's contract price and schedule shall be equitably adjusted.

SECTION 21. Agreement Not To Be Construed In Favor Of Either Party. Both parties to this agreement acknowledge their participation in the drafting and consideration of the agreements represented by these documents. Both parties agree and acknowledge that the terms of this contract and its exhibits shall not be construed in a manner to favor one party or the other.

CITY OF WASILLA

Dianne M Keller  
DIANNE M. KELLER, Mayor

4/28/05  
Date

ATTEST:

Kristie L. Smithers  
KRISTIE L. SMITHERS, CMC  
City Clerk

[SEAL]

R&M Consultants, Inc.

Len C. Story  
LEN C. STORY  
VICE PRESIDENT

4-25-05  
Date

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY THAT on this 25<sup>th</sup> day of April, 2005  
Len C. Story appeared before me.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Lila J. Eberman  
Notary Public in and for Alaska  
My Commission Expires 5-1-05