

Presented By:
City Manager

Action Taken:
Yes 6
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-19-01-01 (amended)

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH BRISTOL ENGINEERING SERVICES CORPORATION (BESC)
AS ACTING CITY ENGINEER**

WHEREAS, the City first entered into a contract for engineering services with BESC on October 14, 2003; and,

WHEREAS, John Blees, Senior Engineer, has useful and efficient "historic" knowledge of City procedures and issues; and,

WHEREAS, BESC is prompt and responsive and provides services that cannot be provided in-house; and,

WHEREAS, it is in the best interests of the City to maintain continuity of services.

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that BESC be awarded the contract for engineering services for the period of 14 January 2019 to 13 January 2020 with a one year renewal option upon agreement of both parties.

APPROVED and SIGNED this 14th day of January, 2019.



RICHARD BENEVILLE, Mayor

ATTEST:



BRYANT HAMMOND, City Clerk

GOALS & ACCOMPLISHMENTS

Public Works – Engineering

2019 GOALS

- City Gravel material bid is due for renewal in 2019. Suggest issuing early (Feb. –March) timeframe.
- Assist the City in obtaining closure of the Mini-Convention Center contaminated site through institutional controls. ADEC has this site listed in the ADEC Contaminated Sites Database (CSD). Bristol submitted a soil gas sampling report and vapor intrusion assessment to ADEC on October 24, 2018. We answered a few initial questions, but have not received final word from ADEC as to the removal of the facility from the CSD.
- Prepare the bid documents for the Nome Public Schools Restroom renovation project in Building D of the Nome-Beltz High School Campus. Fire Marshal recently approved the plans and issued the permit. Provide Contract management assistance as requested by the City and School District.
- Help coordinate the repairs to the Steadman Field cap to include regrading and replacement of the asphalt surfaced basketball court. Several repairs were made to the fencing and the surface grading this fall. We are coordinating the inspection document this winter with ADEC describing the work that has taken place as well as the expected continued inspection and upkeep of the cap.
- Provide assistance to the City with the proposed Cemetery expansion. Coordinate as necessary with the GIS provider and develop figures as needed.
- Develop plans for a covered and lighted ice rink facility on the north side of the Rec Center, Lot 2, Commerce Bench Subdivision. Preliminary plans have been drafted and we are coordinating with the City and user group for any comments to finalize the plans, specifications and estimate.
- Continue landfill monitoring and coordinate ADEC inspections as required by the permit, and perform the annual survey and volume calculations for the landfill and monofill; provide statistical analysis reports to ADEC on monitoring results per State requirements. We plan to accomplish the following this season:
 - o Continue to maintain the landfill records to ensure the package is up-to-date for review by ADEC (annual volumes, asbestos records, methane sampling, thermistor data recording, etc.)
 - o Oversee the statistical analysis and reporting of the groundwater sampling effort for the closed Center Creek Landfill.

- o Assist with the monofill expansion construction project reporting to ADEC.
- Assist Harbormaster and Port Director in the management of the multi-sector general permit storm water pollution prevention plan (MSGP SWPPP) for the Port Pad expansion area. This SWPPP allows periodic acceptance of clean fill when it is made available to the City through community construction projects. Modifications to the plan will be made now that the pad is occupied by an industrial tenant.
- Assist the Port Director with repairs to the inner harbor barge ramp.

FY 2018 ACCOMPLISHMENTS

- Performed field inspection and developed a maintenance plan for Steadman Field (contaminated site with institutional controls implemented). The plan is to isolate access points, surface paths that are worn by foot traffic, establish turf over old paths, install wheel stops, and hang the fence on the posts that were previously installed.
- A report recommending closure of the elementary school underground fuel storage tank (UST) was submitted to ADEC for review and comment. The UST was removed in 2006, and the site was entered in the ADEC Contaminated Sites Database. This report should allow the agency to close the contaminated site with already in-place institutional controls. Still awaiting closure notice from ADEC.
- Finalized the Preliminary Engineering Report (PER) for an Arctic Port Waste Reception Facility at the Port of Nome in accordance with IMO/MARPOL guidelines. This report was finalized in June 2018.
- Assisted the Port with the completion of the Cape Nome Jetty Repair project and closeout documentation for FEMA.
- Assisted the City with an RFP and Invitation to Bid for ground penetrating radar to identify vacant areas in the cemetery for future interment.
- Developed design drawings for the expansion of the inert waste monofill, and incorporated the modifications into the renewal of the ADEC permit. Prepared an update to the operations and maintenance manual to address changes in regulations. Permit No. SWZA037-22 has been renewed until April 15, 2022.
- Assisted the City with the annual landfill and monofill inspections in July 2018. Due to the diligent work of the City forces and their dedication to properly operated facilities, ADEC scored 100% for the Beam Road Landfill and 94% for the Inert Waste Monofill. Nome has become the poster-child in the region of what ADEC would like to see when they perform their inspections. Updates to drainage and berm relocation to expand the monofill will increase the score at the monofill.

- Prepared design and bid documents for the Thornbush Site Development & Snake River Dredging Phase II project. Performed construction administration (CA) as the pad was expanded and we performed a CA role as the final dredging was completed this spring under the contract. To allow for additional ice dredging through the ice, we obtained a renewed approval for dredging from the USACE under the Nationwide Permit No. 3. This authorization has been extended to March 19, 2022.
- Prepared design and bid documents for the Mini-Convention Center re-roof and Public Works Shop floor leveling. Construction took place the summer of 2018 and the roofing contractor is slated to make coating repairs in the summer of 2019 prior to final acceptance and close-out.
- Reviewed plats and fill/excavation permits and provided input and advice to City Clerk's office. Review of several City of Nome wetland general permit applications for citizens and businesses developing land within the GP boundaries.
- Assisted the City with the renewal of the regional general permit (RGP-01) for fill in select wetland areas of Nome under jurisdiction of the USACE. Area covered under the permit was expanded as requested by the Planning Commission and NCC. The current permit expires August 23, 2022.

CONTRACT FOR ENGINEERING SERVICES

This Agreement is entered into this ____ day of January, 2019, by and between **Bristol Engineering Services Corporation (herein referred to as "Engineer")** and the **City of Nome ("City")**. For good and valuable consideration, the receipt whereof is hereby acknowledged, Engineer and City agree as follows:

WHEREAS The City is in need of a person possessing the skills and abilities required to render services as Engineer and Project Manager to the City of Nome.

WHEREAS Engineer, through education and experience, possesses the requisite, license and skills to perform such duties.

WHEREAS The City is therefore desirous of engaging the services of Engineer as an independent contractor using independent professional judgment to accomplish assigned tasks.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Engineer.

The work to be performed by Engineer pursuant to this Agreement is all tasks assigned by the City Manager. A more specific identification of Engineer's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "Scope of Services," incorporated herein by reference and such other duties as requested by the City Manager.

2. Term of Agreement.

The term of this Agreement shall be one (1) year from the date of execution and approval of the Nome Common Council. Nome shall have an annual option to renew this Agreement for an additional one (1) year period. Exercise of this option by Nome shall be contingent upon a favorable review of the contracted services three months before the then-scheduled date of termination of this Agreement and shall be further conditioned on the continuity of Engineer's Designated Representative. Any contract renewal must be approved by both Engineer and City. This Agreement and any extended terms thereof shall terminate three (3) years from the date of execution and approval of this initial Agreement by the Nome Common Council.

3. Fee.

The City shall pay Engineer in accordance with the fee schedule attached hereto as Appendix B.

4. Payments.

The City agrees to make payments to Engineer as services are performed and costs are incurred, provided Engineer submits two (2) copies of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by the City.

Billing and expense invoices shall be submitted monthly at the end of each month. Invoices shall be accompanied by a monthly activity report detailing work and accomplishments.

All invoices are otherwise due and payable within thirty (30) days of receipt by the City.

5. Services Supplied by City.

City shall provide Engineer with a vehicle for Engineer's use on each occasion Engineer is performing work on this Project in Nome during the term of this Agreement.

6. Independent Contractor Status.

In performing under this Agreement, Engineer acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

7. Indemnification.

To the maximum extent permitted by law, Engineer shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Engineer, its agents or employees while performing under the terms of this Agreement.

8. Assignment.

Engineer shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting.

Engineer may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

10. Designation of Representatives.

The parties agree, for the purposes of this Agreement, that the City shall be represented by and may act only through the City Manager or such other person as he may designate in writing. Engineer shall be represented by and may act only through John Blees, PE.

11. Termination.

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice. **Termination of this agreement by either party may be for any reason, or for no reason.**

12. Insurance.

Engineer shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Engineer and the City against liability that may accrue against them or either of them in connection

with the performance of Engineer under this Agreement:

(a) Insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts;

(b) Commercial general liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$500,000; and

(c) Errors and omissions insurance on a claims-made basis with a limit of liability of not less than \$150,000.

13. Insurance Certificate.

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City, shall have deductibles satisfactory to the City, shall not be subject to cancellation or any material change except after thirty (30) days written notice to the City, and shall provide that no failure of Engineer to comply with any condition or provision of this Agreement or other conduct of Engineer or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Engineer fails to comply with these insurance requirements, the City may terminate this Agreement on ten (10) days written notice.

All insurance policies or other contract security required in this Agreement except for professional errors and omissions coverage shall allow claims to be filed based upon the time of an occurrence, and shall not provide for a shorter period in which to make claims than that provided by the applicable statute of limitations. The coverage required by this Agreement shall cover all claims arising in connection with the performance of the Engineer under this Agreement, whether or not such claim is asserted during the term of this Agreement and even though judicial proceedings may not be commenced until after the expiration of this Agreement.

All insurance policies shall be written as primary policies; shall waive subrogation against City, its agents and employees; shall not be contributing with, or in excess of, any insurance coverage that the City may otherwise carry, and shall name the City as an additional insured. All insurance provided under this Agreement must remain fully available to satisfy claims arising out of this Agreement, notwithstanding any other claims that may be filed against that policy.

14. Claims Recovery.

Claims by the City resulting from Engineer's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Engineer for work performed or to be performed. City shall notify Engineer of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

15. Compliance with Applicable Laws.

Engineer shall, in the performance of this Agreement, comply with all applicable federal,

state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Engineer also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted engineering and design practices and shall comply with all applicable codes and standards.

16. Records and Audit.

Engineer agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by City.

17. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon full prepaid and addressed as follows:

To City:

John K. Handeland
Interim City Manager
City of Nome
P. O. Box 281
Nome, AK 99762

To Engineer:

John Blees, PE
Senior Engineer
Bristol Engineering Services Corporation
111 W. 16th Ave., Third Floor
Anchorage, AK 99501

18. Venue and Applicable Law.

The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the Second Judicial District of the Superior Court of the State of Alaska, at Nome, Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

19. Attorney's Fees.

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

20. Waiver

No failure on the part of either City or engineer to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the City or Engineer to enforce the same or any other provision in the event of any subsequent breach or default.

21. Binding Effect.

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY OF NOME

Dated: _____

By: _____
John K. Handeland
Interim City Manager

ENGINEER

Dated: _____

BY: _____
John Blees, PE

Its: _____

2018-2019 Schedule of Charges

<u>Labor Category</u>		<u>Hourly Rate</u>
Senior Civil Engineer/Structural Engineer		\$140 - \$195
Senior Environmental Engineer		\$150 - \$165
Civil Engineer III/ Project Engineer		\$115 - \$140
Civil Engineer II/GIS Operator		\$85 - \$110
Civil Engineer I/Staff Env. Specialist		\$70 - \$100
Civil Engineering Intern		\$60 - \$75
Clerical/Technical Editor		\$55 - \$75
Update	Schedule of Charges and employee bill out rates will be updated at the end of June on an annual basis.	
Travel time	Travel time will be charged as regular hourly rates for actual time involved. For fieldwork other than Anchorage sites, standby time for labor (up to eight hours per day per employee) will be charged when work is delayed or prevented, due to conditions beyond Bristol Engineering Services Company's control.	
Outside Services	Travel expenses, printing, photographic work, rentals, mileage, subsistence, special delivery, and similar services will be billed at cost plus 10%. Subcontractors will be billed at cost plus 5%.	
Equipment Rentals	Equipment owned by Bristol Engineering Services Company will be rented according to a standard rate schedule, available on request.	
Litigation Support	Expert testimony and preparation for testimony, depositions, hearings, mediation, and trials are at 200% of the above rates.	
Contract Employees	Contract employees may be used from time-to-time, and will be billed at the regular schedule rates.	
Terms	Bills are payable upon presentation, and are past due 30 days from the invoice date.	