

Presented By:
Port Director

Action Taken:
Yes 6
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-01-09

**A RESOLUTION AWARDING THE ENGINEERING & CONTRACT
ADMINISTRATION SERVICES FOR THE NOME INNER HARBOR LAUNCH RAMP
REPLACEMENT PROJECT TO BRISTOL ENGINEERING SERVICES COMPANY, LLC**

WHEREAS, the Nome Port & Harbor serves an important role as a maritime transportation hub in Western Alaska supporting communities of the Norton Sound and additional Bering Strait Region for the transshipment of fuel, cargo, equipment, and for the export of gravel and rock; and,

WHEREAS, the majority of Nome's homeported fleet operates in near-shore and Norton Sound waters, using Nome as a base by which to support their seasonal operations and protecting their vessels by overwintering in dry-dock at Nome; thereby relying on the harbor infrastructure to serve that need and be available for their use; and,

WHEREAS, the region's commodities are transshipped through the Port of Nome, which also serves as a strategic resupply facility and laydown area for commercial marine operations that service the Western Alaska coastline from the Yukon River to the Chukchi & Beaufort Seas, and whom also rely on harbor infrastructure to effectively load/unload commodities; and,

WHEREAS, the limited ice-free season afforded to the Arctic region dictates that activity occur as efficiently and effectively as possible, with little flexibility for essential infrastructure components to be unreliable or at risk of failure, as this delays operations and increases risks of maritime operations and schedules, driving up transportation costs for goods and services; and,

WHEREAS, the City has received 80% in funding from the U.S. Economic Development Administration Public Works Program based on economic distress criteria, as well as matching funds of \$300K from Norton Sound Economic Development Corporation, and \$123K from the City of Nome to fund engineering, contract administration, inspection and construction; and,

WHEREAS, the City issued an RFP for Engineering & Contract Administration Services for the Launch Ramp Replacement Project on December 16, 2020, with one proposal received from Bristol Engineering Services Company, LLC, publicly opened on January 16, 2020, and upon evaluation, deemed as a qualified and responsive proposal by a panel of four reviewers, with a follow up proposal fee of \$220,450 provided for the work; and,

WHEREAS, the City of Nome wishes to move forward with the project, in an effort to replace the damaged ramp and to ensure reliability for transshipping, vessel launching and removal.

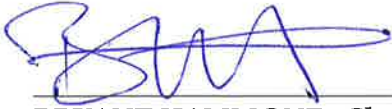
NOW, THEREFORE, BE IT RESOLVED that the Nome City Council hereby awards the Engineering & Contract Administration Services for the Inner Harbor Launch Ramp Replacement Project to Bristol Engineering Services Company, LLC for \$220,450.

APPROVED and SIGNED this 27th day of January, 2020.

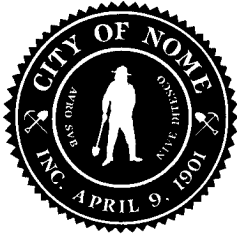


JERALD BROWN, Acting Mayor

ATTEST:



BRYANT HAMMOND, Clerk



PORT OF NOME

Port Director's Office
P.O. Box 281
Nome, Alaska 99762
907.443.6619
jbaker@nomealaska.org

AGENDA STATEMENT

Meeting Date: January 27, 2020

From: Joy Baker, Port Director

Subject: Award of Engineering & Contract Administration Services for the Inner Harbor Launch Ramp Replacement Project to Bristol Engineering Services Company, LLC.

Background & Justification:

The City of Nome was awarded \$1,692,413 in financial assistance under the FY2019 Public Works & Economic Development Facilities Program by the U.S. Department of Commerce Economic Development Administration (EDA) to replace the concrete launch and loading ramp at the Inner Harbor facility. As a condition of the award, the City is required to contribute a cost match in the amount of \$423,109 of non-federal funds (or 20%), \$300,000 of which has been granted by NSEDC, through their Large Infrastructure Program (LIP) in support of the project for a total cost of \$2,115,516.00.

Based on the availability of these combined funds, and federal funding requirements, the City issued a Request for Proposals (RFP) for the Engineering & Contract Administration Services for the Launch Ramp Replacement Project on December 16, 2020, with proposals due on January 16, 2020. One addendum was issued based on proposer questions – and one proposal was received from Bristol Engineering Services Company, LLC by the deadline.

The City formed a 4-person Review Panel to evaluate and score the proposals against the RFP criteria. Upon conclusion of the panel's evaluation, the City of Nome scored the proposal at a high-level score, and deemed Bristol Engineering to be a qualified and responsive proposer. A Notice of Intent to Award (NOIA) was issued to Bristol Engineering Services Company, LLC on January 22, 2020, and based on the subsequently submitted proposal fee of \$220,450, it is recommended that the contract for Engineering & Contract Administration Services for the Inner Harbor Launch Ramp Replacement Project be awarded to Bristol Engineering Services Company, LLC.

Recommendation:

The Nome Common Council approve R-20-01-09 awarding the contract for Engineering & Contract Administration Services for the Inner Harbor Launch Ramp Replacement Project be awarded to Bristol Engineering Services Company.

☒ GRANT ☐ COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

07-01-07499; URI: 112833

RECIPIENT NAME

City of Nome

PERIOD OF PERFORMANCE

60 months from the date of award

STREET ADDRESS

102 Division Street

FEDERAL SHARE OF COST

\$ 1,692,413.00

CITY, STATE, ZIP CODE

Nome, AK 99762-0281

RECIPIENT SHARE OF COST

\$ 423,103.00

AUTHORITY

42 U.S.C. 3141, Section 201 of the Public Works and Economic Development Act of 1965 (Public Law 89-135), as amended by the Economic Development Administration Reauthorization Act of 2004 (Public Law 108-373)

TOTAL ESTIMATED COST

\$ 2,115,516.00

CFDA NO. AND NAME

11.300/Public Works & Economic Development Facilities Program

PROJECT TITLE

Nome Inner Harbor Launch Ramp Repair

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☐ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (30 April 2019)☐ R & D AWARD☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE☒ SPECIAL AWARD CONDITIONS☐ LINE ITEM BUDGET☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.☒ OTHER(S): U.S. Department of Commerce Economic Development Administration Standard Terms and Conditions for Construction Projects (February 12, 2016)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

A. Leonard Smith, Regional Director

DATE

09/25/19

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

JOHN K. HANDELAND, CITY MANAGER

DATE

10/21/19

January 22, 2020

PROPOSAL FOR PROFESSIONAL SERVICES

**RE: FEE PROPOSAL, CITY OF NOME – PORT OF NOME
ENGINEERING & CONTRACT ADMINISTRATION SERVICES
INNER HARBOR LAUNCH RAMP REPLACEMENT
NOME, ALASKA**
Bristol Proposal # P32200052

This proposal provides the proposed scope of services, basis of costs, schedule, and list of deliverables for design and contract administration services focusing on the replacement of the launch ramp at the inner harbor in Nome, Alaska. This proposal is the basis of a proposed Task Order for Engineering Services between the City of Nome (City) and Bristol Engineering Services Company (Bristol).

SCOPE OF SERVICES

The scope of services is based upon the items identified in the request for proposal dated December 2019 which includes:

1. Preparation of bid-ready design plans and specifications for the demolition and replacement of the inner harbor launch ramp (aka: low ramp).
2. Update the City's preliminary construction cost estimate reflecting design changes.
3. Bid phase services including preparation of the invitation to bid, respond to bidder's inquiries, issue addenda, and assist with contractor selection.
4. Construction phase services will include finalizing the permit application to the State of Alaska, Department of Environmental Conservation (ADEC) for a Water Quality and Dewatering Permit. This task will include updating the submitted application to reflect the plans submitted by the construction contractor once they have been selected. The project specifications will identify the required plans for this submittal.
5. Additional construction phase services include providing designer of record (DOR) responses to Contractor's requests for information (RFIs), Design Clarification/Variation Requests (DCVRs), review of submittals, review of Contractor applications for payment, and assistance in negotiating and issuing change orders.
6. Bristol will maintain a tracking log of construction phase documents and will compile them all in a three-ring binder, and electronic format for submittal to the City for your records.
7. On-site services include providing a field engineer for the duration of the installation of the new ramp. Duties include daily reporting of the Contractor's activities, photographic records, and material quantity tracking.

Project Management

The activities for this task include staff coordination, monthly updates to project status and budget, project scheduling, project start-up, project close out, and overall project organization.

Design Development

Design Development will include issuance of 35%, 95%, and Final design documents (plans and specifications) to develop bid-ready plans for the construction/replacement of the launch ramp facility.

Specifications will be provided on the plan drawings. Responses to 35% design review comments will be provided with the 95% design submittal.

An engineer's estimate of construction cost will be prepared to update the City's preliminary estimate prepared by PND.

Bid Phase Services

Bristol will prepare the invitation to bid documents for the construction contract using the City of Nome's standard bid documents, respond to bidder's inquiries and issue addenda as required.

Bristol will assist the City with the bid opening, evaluation of the bids, and assist with the execution of the construction contract agreement.

A conformed set of construction documents will be prepared to address any modifications to the bid documents that resulted from issued addenda.

Construction Phase Services

Bristol will provide construction administration of the contract between the City and Contractor per General and Supplementary Conditions of the Contract for Construction commencing with the award of the initial contract for construction and terminating with the final Certificate for Payment. We will remain available to assist the City through the construction warranty period.

Bristol will receive the stormwater pollution prevention plan (SWPPP) and dewatering plan from the contractor as a submittal and coordinate the additional necessary information with ADEC in order to complete the (previously submitted by PND) Water Quality and Dewatering Permit.

Bristol will provide an on-site inspector or the duration of the demolition of the old ramp and installation of the new ramp. The inspector will document the day-to-day construction efforts, and ensure the construction is conducted according to the design documents. The designer of record, inspector and project manager will perform a substantial and final completion inspections, as well as periodic unscheduled inspections as required for proper administration of the construction contract.

Bristol will maintain a tracking log of construction phase documents including as-built record drawings based on Contractor's redlined plans. All records will be compiled in a three-ring binder, and electronic format for submittal to the City to document to the construction.

SCHEDULE

Bristol's fee proposal assumes all of the work will take place in 2020, and in accordance with the attached schedule (Attachment D). These estimated dates can be adjusted to meet the City's needs and availability. In the event that the project schedule needs to be amended, Bristol will work with the City prior to making any significant changes.

DELIVERABLES

The following deliverables will be provided:

- Monthly Invoices for time and expense (T&E) budget tracking
- Design Plans & Specifications (All design submittals are proposed to be electronic)
 - 35% Plans

- 95% Plans & Specifications
 - Final Plans & Specifications
 - Update to Engineer's Estimate of Construction Cost.
- Bid Documents
 - Invitation to Bid Package
 - Draft for Coordination with EDA
 - Final to Issue to Prospective Bidders.
 - Contract Addenda
 - 5 hard copies, and one electronic copy in PDF and ACAD format of a Conformed Bid Document package that incorporates any modifications to the bid documents that resulted from issued addenda.
- Construction Phase
 - Bristol will maintain a tracking log of construction phase documents (RFIs, DCVRs, contractor submittals, Contractor applications for payment, change orders, and record drawings) and will compile all documents for final submittal to the City at the completion of the project in hard copy and electronic format.

ASSUMPTIONS

- Standby time during travel due to weather or other reasons beyond the control of the Bristol team shall be paid at the standard rates listed in this fee proposal for the affected time delay. A maximum of 8 hours per day will be charged.
- Any permit application fees will be paid for directly by the City to limit unnecessary markup.
- This SOW does not include property negotiations, land transfer agreements, or associated platting / ROW documents between residences and the tribal corporation.
- Significant delays in the schedule due to funding requirements, or significant delays in review time by the City or agency personnel are assumed to impact the proposed schedule accordingly.
- Bristol assumes that a vehicle for the inspector will be provided from the City's existing fleet. Rental vehicles are not included in this estimate.
- A cost savings will be possible if City-provided lodging is available for the on-site inspector (i.e. VFW apartment).
- The specifications for the project will require the Contractor to provide QC including certified material inspectors for any welding, coatings, concrete strengths, and fill material including field densities. This proposal does not include these services.

CONSIDERATION

Attached, please find detailed proposals from Bristol and our key subconsultant for professional design, bidding and construction contract administration. We propose to furnish the above-described services on a time and expense (T&E) basis, not to exceed without prior written authorization by the City. Bristol has provided an itemized fee as part of this proposal included as Attachment A, with the subconsultant fees in Attachment B.

At this time, we recommend budgeting **\$220,450** for the above described scope of services.

We will keep you apprised when we come to 80 percent expenditure of this amount so that we can further discuss our scope of work and any necessary revisions to the budget. Any work completed as part of this project, beyond the scope of services outlined in this proposal, will be invoiced on a time and expense basis using rates listed in our Schedule of Charges for this contract.

If you have any questions please feel free to contact me directly with any questions about our proposal.


Sincerely,
BRISTOL ENGINEERING SERVICES COMPANY, LLC

John Blees, P.E.
Project Manager

ATTACHMENTS

Attachment A: Bristol Fee Estimate
Attachment B: Howlett Engineering Fee Estimate
Attachment C: Bristol Schedule of Charges
Attachment D: Proposed Project Schedule

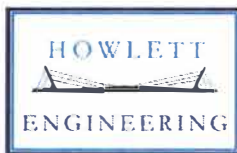
Attachment A:
Bristol Fee Estimate

Price per Task Summary						
Bristol Engineering Services Company, LLC 		Port of Nome - Inner Harbor Launch Replacement Project				
Date: 22-Jan-2020						
Fee type: Time and Materials						
Task	Description	Labor	Expenses	Subs	Total Price	
1	Design Development	\$16,568	\$0	\$12,243	\$28,811	
2	Bidding Assistance	\$9,340	\$110	\$1,575	\$11,025	
3	Construction Administration	\$132,972	\$34,727	\$12,915	\$180,614	
	Category Subtotal:	\$158,880	\$34,837	\$26,733		
<div style="border: 2px solid black; padding: 10px; display: inline-block;"> Total Fee = \$220,450 </div>						
Prepared by: John Blees, PE						

COST ESTIMATE PER TASK													
FIRM:			Bristol Engineering Services Company, LLC			PROJECT TITLE: Port of Nome - Inner Harbor Launch Replacement Project				BESC Proj: P32200052			
TASK NO:		2		TASK DESCRIPTION: Bidding Assistance						Date: 22-Jan-2020			
GROUP:				METHOD OF PAYMENT: Time and Materials						PREP BY: J. Blees			
SUB-TASK NO.		SUB-TASK DESCRIPTION		LABOR HOURS PER JOB CLASSIFICATION								Sub-Task Total	
				Senior Engineer / PM	Quality Assurance / Sr. Struct. Eng.	Civil Engineer II	Sr. Design Drafter	Admin.	NA	NA	NA		
1.		Compile City Bid Documents / EDA Review		24		4						\$4,676	
2.		Respond to Bidder's Inquiries / Issue Addenda		4		4	10					\$2,156	
3.		Contractor Selection & Award		4								\$720	
4.		Prepare Conformed Contract Documents		4		12						\$1,788	
5.												\$0	
6.												\$0	
7.												\$0	
8.													
TOTAL LABOR HOURS				36	0	20	10	0	0	0	0	66	
LABOR RATES (\$/HR)				\$180.00	\$182.00	\$89.00	\$108.00	\$70.00	\$0.00	\$0.00	\$0.00		
LABOR COSTS (\$)				\$6,480	\$0	\$1,780	\$1,080	\$0	\$0	\$0	\$0	\$9,340	
EXPENSES												Notes/Assumptions/Exclusions: 1. Please see the attached scoping letter.	
NO.		ITEM(S)		QUANTITY	UNIT PRICE	TOTAL PRICE							
a.		Printing / Shipping Conformed Documents		5	\$ 20.00	\$ 100.00							
b.					\$ -								
c.					\$ -								
d.					\$ -								
e.													
				TOTAL EXPENSES: \$				100.00		TOTAL COST OF LABOR: \$9,340			
				SUB-CONTRACTORS: Firm Initials and Price Per Task				TOTAL EXPENSES + 10% Markup: \$110					
FIRM:		Howlett Eng.							SUBCONTRACTORS + 5% Markup: \$1,575				
AMOUNT:		\$1,500					\$1,500	TOTAL PRICE: \$11,025					

			COST ESTIMATE PER TASK					
FIRM:		Bristol Engineering Services Company, LLC		PROJECT TITLE: Port of Nome - Inner Harbor Launch Replacement Project			BESC Proj: P32200052	
TASK NO:		3		TASK DESCRIPTION: Construction Administration			Date: 22-Jan-2020	
GROUP:				METHOD OF PAYMENT: Time and Materials			PREP BY: J. Bles	
SUB-TASK NO.	SUB-TASK DESCRIPTION	Senior Engineer / PM	LABOR HOURS PER JOB CLASSIFICATION					Sub-Task Total
			Civil Engineer II	Civil Engineer I	Civil Engineer I (OT)	Admin.	NA	
1.	Pre-construction Conference	2		2		2		\$660
2.	State of Alaska Permit Coordination	4	4					\$1,076
3.	Submittal Review	4						\$720
4.	Project Management / CA Office Tasks	80		20				\$16,000
5.	CA On-Site Inspection	10		600	450			\$103,800
6.	Weekly Meetings	15						\$2,700
7.	Substantial and Final Construction Inspections	20	4					\$3,956
8.	Close-out Documents & Record Drawings	4		40			2	\$4,060
TOTAL LABOR HOURS								
LABOR RATES (\$/HR)			\$180.00	\$89.00	\$80.00	\$120.00	\$70.00	\$0.00
LABOR COSTS (\$)			\$25,020	\$712	\$52,960	\$54,000	\$280	\$0
EXPENSES								
NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	Notes/Assumptions/Exclusions:			
a.	Per Diem (Meals) Negotiated term contract rate	106	\$ 60.00	\$ 6,360.00	1. Please see the attached scoping letter.			
b.	Lodging (GSA.gov)	106	\$ 185.00	\$ 19,610.00	2. Assume City will provide a vehicle for the inspector.			
c.	Airfare (RT ANC-OME) AK Airlines	8	\$ 700.00	\$ 5,600.00	3. Possible savings if City lodging is available at VFW apt.			
d.					4. Anticipate On-site inspection for a period of 15 weeks between July 1 and October 15, 2020.			
e.					5. Inspection hours based on 7, ten hour days.			
TOTAL EXPENSES:				\$31,570	TOTAL COST OF LABOR:			
SUB-CONTRACTORS: Firm Initials and Price Per Task					TOTAL EXPENSES + 10% Markup:			
FIRM:	Howlett Eng				SUBCONTRACTORS + 5% Markup:			
AMOUNT:	\$12,300			\$12,300	TOTAL PRICE:			
					\$180,614			

Attachment B:
Howlett Engineering Fee Estimate



January 21, 2020

HE 2020A-001

John Blees, PE
Senior Engineer
Bristol Engineering Services Company, LLC

Re: Nome Low Ramp Replacement – Design Services – Fee Proposal

Dear John,

Howlett Engineering (HE) is pleased to submit this proposal for analysis and design of the replacement Nome Low Ramp. I understand that HE's role will be to perform engineering in support of Bristol Engineering Services Company (BESC). The scope of HE's work is described below.

Scope of Services

- A. Analysis and Design – Fixed Fee - \$11,660 – Assumes 106 hours
 1. Gather all relevant soils information and determine appropriate soil bearing capacity.
 2. With the assistance of BESC and Nome develop appropriate load cases.
 3. Perform linear-elastic analysis on the structural system to determine sizes of elements.
 4. Design sections and details of: plank, sleepers, bollards, soils and revetments.
 5. Provide technical specifications for elements indicated. Technical specifications are anticipated to be provided on the drawings.
 6. Develop drawings to the 35%, 95% and 100% level. 100% drawings will be stamped by me.
 7. Two hours for review comments and response at each level of development are included.
- B. Bidding Assistance – T&M - \$1500 estimated
 1. HE will assist BESC with assessment of bidders and as directed by BESC.
- C. Construction Inspection – T&M - \$7500 estimated
 1. HE will provide assistance with technical questions from the chosen Contractor through and as directed by BESC.
 2. HE will provide a substantial completion inspection and report to BESC.
Final inspection attendance by DOR adds \$4,800 to the CA Fee per 01/22 email.
- D. Assumptions:
 1. BESC will provide the bulk of the production and drafting for the project.
 2. Plan size and scope will generally model PND's sample plans dated August 2018.
 3. The Port of Nome Staff will assist BESC and HE in data gathering and final recommendations for loading conditions.
 4. HE shall be responsible for engineering services outlined to the level of competency presently maintained by other practicing professional consultants performing the same or similar work in the state where the project is located.
 5. I would request that I be named as an insured on BESC E&O policy. If I need to take out a project policy that will need to be billed separately.
- E. Deliverables:
 1. HE will provide stamped engineering drawings; provided 30 days after NTP and delivery of all applicable information outlined above.
 2. Verbal or written response to Owners design comments; provided 3 business days after receipt of comments.

F. Exclusions:

1. Project and E&O Insurance.
2. Geotechnical site work or analysis.
3. Field work other than that indicated.
4. Permits or permit compliance.

The tasks above represent work necessary to complete the project to the best of HE's current knowledge. As the project progresses, BESC may request additional support or direct out of scope work from HE which is not identified above. HE will be happy to perform these tasks under a Time and Materials basis based upon my standard rate of \$110 per hour. Time in excess of 8 hours per day will be billed at 1.5 times the standard rate.

We look forward to working with you on this project. Please contact me if you have any questions, concerns or would like to further discuss the scope of work outlined above.

Sincerely,
Howlett Engineering



Garth Howlett, PE SE
Principal



Attachment C:
Bristol Schedule of Charges

2019-2020 Schedule of Charges

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Civil Engineer/Structural Engineer	\$135 - \$195
Senior Environmental Engineer	\$150 - \$170
Civil Engineer III/ Project Engineer	\$115 - \$145
Civil Engineer II/GIS Operator	\$75 - \$110
Civil Engineer I/Staff Env. Specialist	\$70 - \$90
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.

Attachment D:
Proposed Project Schedule

CONTRACT FOR ENGINEERING & CONTRACT ADMINISTRATION SERVICES

This Agreement is entered into this ____ day of January, 2020, by and between Bristol Engineering Services Company, LLC., herein referred to as "Consultant" and the City of Nome (herein referred to as "City"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Consultant and City agree as follows:

WHEREAS, City is in need of *skills and abilities to render engineering & contract administration services associated with the Nome Inner Harbor Launch Ramp Replacement Project*;

WHEREAS, Consultant, through education and experience, possesses the requisite license and skills to perform such duties;

WHEREAS, City is therefore desirous of engaging the services of Consultant 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 Consultant

The work to be performed by Consultant pursuant to this Agreement is all tasks assigned by the City Manager or through a designee. A more specific identification of Consultant's professional services to be provided in accordance with the provisions of this Agreement is listed in Section 4.4 of the RFP, "Scope of Work," incorporated herein by reference and such other duties as requested by the City.

2. Time of Performance

Consultant shall commence performance within ten days following approval of this Agreement and complete performance no later than December 31, 2020. The time for completion may be extended by mutual written agreement of City and Consultant. Should any delays in the performance of the Work be caused solely by City, the completion date,

but not the Consultant's fee, shall be extended by an amount of time equal to the length of the delay.

3. Fee - *(Complete section A or B, but not both)*

A. Hourly Rate. City shall pay Consultant based on Time & Materials for all services rendered by Consultant in performance of work authorized pursuant to this Agreement, with a not to exceed amount of \$220,450.00. The amounts payable to Consultant shall not exceed the sums identified in this paragraph without the prior written approval of the City. Any additional professional services other than those identified in item 1, Employment of Consultant, shall be requested in writing by City. The fee for such additional services shall be negotiated by the parties.

4. Payments

City agrees to make payments to Consultant as services are performed and costs are incurred, provided Consultant submits an invoice for each payment, accompanied by such evidence in support thereof as may be reasonably required by City.

Billing and expense invoices can be submitted once a week. Invoices shall be submitted electronically, and accompanied by an activity report detailing the work.

City may, at its option, withhold ten percent from each payment pending satisfactory completion of the work by Consultant.

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

5. Services Supplied by City

City shall provide Consultant with project inspector vehicle and office space at City Hall.

6. Personnel

Consultant agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced and well qualified for the work assigned. No person objected to by the City shall be employed by Consultant for work hereunder.

7. Independent Contractor Status

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

8. Indemnification

To the maximum extent permitted by law, Consultant 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 Consultant, its agents or employees while performing under the terms of this Agreement.

To the maximum extent permitted by law, *the City* shall defend, indemnify and save harmless *Consultant* 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 *the City*, its agents or employees *during the performance of work* under the terms of this Agreement.

Formatted: Font color: Auto

Commented [BJ1]: My contracting folks asked if we could add this paragraph to the indemnification section to make it more mutual.

Formatted: Font color: Auto

Formatted: Font color: Auto

9. Assignment

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

10. Subcontracting

Consultant may subcontract some elements of its performance under this Agreement with prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to services to be performed by the subcontractor.

11. Designation of Representatives

The parties agree, for the purposes of this Agreement, that City shall be represented by and may act only through the City Manager or such other person as they may designate

in writing. Consultant shall be represented by and may act only through John Blees – Project Manager.

12. Termination

Either party may terminate this Agreement, with or without cause, after first giving thirty days written notice. Consultant shall not be entitled to any anticipated profit on services not performed. **Termination of this agreement by either party may be for any reason, or no reason.**

13. Insurance

Consultant 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 Consultant and the City against liability that may accrue against them or either of them in connection with the performance of Consultant under this Agreement:

- a) Workers Compensation as required under AS23.30 naming all employees;
- b) Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than one million (\$1,000,000) dollars per occurrence combined Single limit bodily injury and property damage, or the minimum amount required by the law whichever is greater;
- c) Umbrella policy of not less than one million (\$1,000,000) dollars per occurrence;
- d) Professional errors and omissions insurance of not less than one million (\$1,000,000) dollars per occurrence.

All insurances, workers' compensation insurance, commercial general liability insurance and motor vehicle liability insurance, as described above shall include an endorsement stating the following: sixty (60) days advance written notice of cancellation, non-renewal, reduction change, shall be sent to the City Manager, PO Box 281, Nome, AK 99762.

All insurances, workers' compensation insurance, commercial general liability insurance and motor vehicle liability insurance, as described above shall include an endorsement stating the following: sixty (60) days advance written notice of cancellation, non-renewal, reduction change, shall be sent to the City Manager, PO Box 281, Nome, AK 99762.

14. Insurance Certificate

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City and shall not be subject to cancellation or any material change except after 30 days written notice to the City and shall provide that no failure of Consultant to comply with any condition or provision of this Agreement or other conduct of Consultant 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 Consultant fails to comply with these insurance requirements, the City may terminate this Agreement on 10 days written notice.

15. Claims Recovery

Claims by City resulting from Consultant'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 Consultant for work performed or to be performed. City shall notify Consultant 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.

Deleted: _____ Page Break _____

Formatted: Indent: Left: 0.25", No bullets or numbering

16. Compliance with Applicable Laws

Consultant 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. Consultant 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 consulting practices and shall comply with all applicable codes and standards.

17. Records and Audit

Consultant 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.

18. 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 fully prepaid and addressed as follows:

To City:	To Consultant:
City Manager City of Nome P.O. Box 281 Nome, AK 99762	John Blees, P.E. Bristol Engineering Services Co., LLC 111 W. 16 th Avenue, Third Floor Anchorage, AK 99501

19. 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.

20. 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.

21. Waiver

No failure on the part of either City or Consultant 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 Consultant to enforce the same or any other provision in the event of any subsequent breach or default.

22. 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.

23. 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

Dated: _____ By: _____

City Manager
City of Nome

BRISTOL ENGINEERING SERVICES CO., LLC

Dated: _____ By: _____

John Blees
General Manager