

CONTRACT
General Engineering Services

This Agreement is entered into this 11th day of June, 2019, by and between CRW Engineering Group, LLC (CRW), herein referred to as "Engineer" and the City of Dillingham, herein referred to as "City". For good and valuable consideration, the receipt whereof is hereby acknowledged, Engineer and City agree as follows:

WHEREAS, City is in need of;

A firm possessing the skills and ability required to render professional engineering and owner's representative services to the City of Dillingham;

WHEREAS, Engineer, through necessary education, personnel and experience, possesses the requisite license to perform such duties;

WHEREAS, 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 or through a designee. A more specific identification of Engineer's services to be provided in accordance with the provisions of this Agreement is listed in Appendix A, incorporated herein by reference and such other duties as requested by the City.

2. Term of Agreement

The term of this Agreement shall be one year from the date of execution and approval of the Dillingham City Council. The City shall have an option to renew this Agreement yearly, for four one-year extensions. Exercise of this option by City 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.

3. Fee

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

4. Payments

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 City.

Billing and expense invoices can be submitted monthly. 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 Dillingham 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 work 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 City shall be represented by and may act only through the City Manager, the Planning Director, the Public Works Director or such other person as they may designate in writing. Engineer shall be represented by and may act only through Pete Bellezza, P.E., or such other person he may designate in writing.

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 no reason. Engineer shall not be entitled to any anticipated profit on services not performed.

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:

- City of Dillingham Business License
- State of Alaska Business and Contractors or Professional License [Per AS 43.70 any individual, partnership, or company which engages in business activity in Alaska must have a business license. "Business" means a for profit or nonprofit entity engaging or offering to engage in a trade, a service, a profession, or an activity with the goal of receiving a financial benefit in exchange for the provision of services, or goods, or other property.]
- Certification of Insurance and Workers Compensation as required under AS23.30 naming all employees [Not required for sole proprietors with no employees.]
- Proof of commercial insurance, covering bodily injury, death, and property damage with a single limit not less than one million (\$1,000,000) dollars. [Not required for purchases of supplies, materials, and equipment unless over \$20,000.]
- Proof of Professional errors and omissions insurance of not less than one million (\$1,000,000) dollars per occurrence.
- Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than five hundred thousand (\$500,000) dollars per occurrence combined single limit bodily injury and property damage. [Not required for purchase agreements for supplies, materials or equipment.]

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 889, Dillingham, AK 99576.

13. 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 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 10 days written notice.

14. Claims Recovery

Claims by 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 fully prepaid and addressed as follows:

To City of Dillingham:
Cynthia Rogers
Acting City Manager
City of Dillingham
P.O. Box 889
Dillingham, AK 99576

To Engineer:
Pete Bellezza, P.E.
Principal/Civil Engineer
CRW Engineering Group, LLC
3940 Arctic Blvd, Ste. 300
Anchorage, AK 99503

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 Third Judicial District of the Superior Court of the State of Alaska, at Dillingham, 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 party 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.

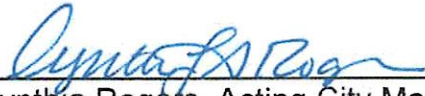
22. Entire Agreement

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

Dated: June 11, 2019

By: 
Cynthia Rogers, Acting City Manager
City of Dillingham

ENGINEER

Dated: 6/12/2019

By: 
Pete Bellezza, P.E., Principal/Civil Engineer
CRW Engineering Group, LLC

APPENDIX A

SCOPE OF SERVICES

Engineer may be called upon to provide the following services and tasks upon request of the City Manager or his/her designee, and as authorized by the City Council and supported by a Task Order. The work may include, but is not inclusive or limited to the following tasks in support of the City of Dillingham in their development of projects:

- Pre-qualify and recommend selection of A/E and construction contractors and assist with the negotiation of the final contract;
- Monitor architectural and engineering contracts to ensure that projects are satisfactorily at, or under, the local government's budget for the project;
- Monitor the A/E and construction firms from pre-design through completion of construction;
- Provide construction inspections when requested;
- Provide value engineering of the A/E firm's estimates and cost estimates to check against the A/E firm's estimates;
- Inspect projects, streets, and building for acceptance by the City when requested;
- Provide technical advice to City staff as directed by City Manager and City Council on matters relating to public facilities, such as landfill, water and wastewater, harbor, dock and environmental permitting;
- Provide the City with assistance in locating and obtaining capital funding for capital projects;
- Provide assistance in developing grant/loan application for capital projects;
- Assist the City with permitting application;
- Update the City's management plans for solid waste, water and wastewater as needed;
- Additional Services as required



CRW ENGINEERING GROUP, LLC
Fee Schedule – 2019

EMPLOYEE CATEGORY

| | |
|---|----------|
| Senior Principal | \$200.00 |
| Principal..... | \$190.00 |
| Senior Engineer/Land Surveyor | \$180.00 |
| Project Engineer/Land Surveyor | \$170.00 |
| Registered Staff Engineer/Land Surveyor..... | \$150.00 |
| Staff Engineer/Land Surveyor II (EIT/LSIT)..... | \$135.00 |
| Staff Engineer/Land Surveyor I..... | \$125.00 |
| Senior Designer | \$140.00 |
| Technician III | \$125.00 |
| Technician II..... | \$110.00 |
| Technician I | \$ 90.00 |
| Clerical/Administrative Support..... | \$ 85.00 |

SUPPLIES AND SERVICES

| | |
|-----------------------------------|--------------------|
| Direct Expenses and Supplies..... | Invoice + 10% |
| Subconsultants | Invoice + 10% |
| Meals (Per Diem)..... | \$60.00/day |
| In-house Expenses | |
| Xerox (8-1/2 x 11) | \$0.10/copy |
| Xerox (11 x 17)..... | \$0.20/copy |
| Color Copies (8-1/2 x 11)..... | \$1.00/copy |
| Mileage (Federal Rate)..... | \$0.545/mile |
| Bond Plots..... | \$1.00/square foot |
| Mylar Plots | \$2.00/square foot |

