

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2022-55

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REGAN ENGINEERING, P.C. FOR THE DESIGN OF THE CAPTAINS BAY ROAD WATERLINE EXTENSION PROJECT IN THE AMOUNT OF \$398,646

WHEREAS, the Captains Bay Road Waterline Extension Project is an Unalaska City Council approved and funded Project (WA22D); and

WHEREAS, Regan Engineering, P.C., an Engineering Services firm with a long history of providing design services to the City of Unalaska, has provided a quote to perform the work for \$398,646; and

WHEREAS, on October 19, 2022, in accordance with the Purchasing Policy, the interim Finance Director and Interim City Manager approved sole-sourcing the work to Regan Engineering, P.C. based on their long relationship with the City, their competitive pricing, and their expert knowledge regarding the City's infrastructure and policies and procedures; and

WHEREAS, American Rescue Plan Act funding of \$800,000 is available in the Project's budget (WA22D) and an additional \$386,400 in Denali Commission grant funding has been awarded to the City for this Project to support the work to be performed under this Agreement.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an Agreement with Regan Engineering, P.C. for the design of the Captains Bay Road Water Line Extension Project in the Amount of \$398,646.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on December 27, 2022.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong
Acting City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Tom Cohenour, Director of Public Works
Bob Cummings, City Engineer
Lori Gregory, DPW/DPU Administrative Operations Manager
Through: Chris Hladick, Interim City Manager
Date: December 27, 2022
Re: Resolution 2022-55: A Resolution of the Unalaska City Council Authorizing the City Manager to Enter into an Agreement with Regan Engineering, P.C. for the Design of the Captains Bay Road Waterline Extension Project in the Amount of \$398,646

SUMMARY: Resolution 2022-55 will award the design of the Captains Bay Road Waterline Extension Project (MUNIS Project WA22D) to Regan Engineering, P.C. for \$398,646. The work is a component of the original Captains Bay Road & Utilities Project, but was removed from the scope of that project based on results of the Cost/Benefit Analysis performed by HDR Alaska, Inc. The project is funded by \$800,000 in American Rescue Plan Act (ARPA) grant funds and, pending acceptance by the Council, a grant from the Denali Commission in the amount of \$386,400, plus matching funds from the Water Proprietary Fund of \$12,246.

PREVIOUS COUNCIL ACTION: Council funded the Westward to North Pacific Fuel Water Line Project via Ordinance 2022-06, Budget Amendment #4 to the FY22 Capital & Operating Budget, on May 24, 2022, which recognized \$800,000 in ARPA grant revenue and transferred it into the Project's budget, MUNIS Project WA22D. Council has taken several actions regarding the Captains Bay Road & Utilities Project, MUNIS Project PW19A, including awarding the design of the Project to HDL Engineering Consultants, LLC, and the preparation of a Cost/Benefit Analysis by HDR Alaska, Inc.

BACKGROUND: This work was initially part of the Captains Bay Road & Utilities Project, however, it was removed from that project's scope based on information provided in the Cost/Benefit Analysis produced by HDR Alaska, Inc. The City received \$800,000 in revenue from the ARPA grant which was placed into a new Project, WA22D, to partially fund the design and construction costs for the project. Staff sought and received \$386,400 in Denali Commission grant funds to be used for the design and permitting of the project. Once those funds have been accepted and placed into the budget via Budget Amendment #4 to the FY23 Capital & Operating Budget, the first reading of which is before the Council this evening, the cost of the work to be performed under this Agreement will be shifted from the ARPA funding source to the Denali Commission grant monies, with the exception of the required match of \$12,246, which will be paid out of unrestricted net earnings of the Water Proprietary Fund and added to the project's budget via the same Budget Amendment request.

DISCUSSION: Regan Engineering, P.C. previously designed components of this portion of water main as a sub-consultant to HDL Engineering Consultants, LLC, the designer of the Captains Bay Road & Utilities Project. Specific to this project, Regan Engineering, P.C. modeled the City's water distribution system, wrote technical memorandums related to sizing the CBR water main extension, and designed the End-of-Distribution water quality monitoring facility. Further, they

helped develop the City Standards for water utility design, designed the utilities at the Westward Seafoods industrial site, participated in the subsurface investigation through the WSI and NPF development areas, and provided cost estimates and planning documents supporting this water main extension over a period of at least ten years.

There is adequate funding both available and forthcoming to support this Agreement award. Regan Engineering, P.C. has extensive knowledge of both the City's policies and procedures and our road and utility infrastructure, having over thirty years' experience providing design and construction inspection services for the City. They provide great value for the City and selecting them to perform the work without going through the RFQ process meets the criteria of the City's Purchasing Policy for Sole Source Procurement. A copy of the approved Sole Sourcing Request for this work is attached.

ALTERNATIVES: Council could direct Staff to go through the RFQ process to obtain a design Engineer for the work, however, as the information set out in the approved Sole Sourcing Request states, there are no other firms able to compete with Regan Engineering, P.C. based on knowledge, price, value, and service.

FINANCIAL IMPLICATIONS: There is ample funding in MUNIS Project WA22D to award the work. Staff has verified with Denali Commission representatives that the funding source for this award can be moved from the ARPA funding source to their grant award once it has been accepted by Council and placed into the Project's budget via Budget Amendment #4 to the FY23 Capital & Operating Budget.

LEGAL: Not applicable in this instance.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2022-55. Regan Engineering, P.C. is involved in the design of the Captains Bay Road & Utilities Project, and the work to be awarded is directly tied to that Project. For continuity as well as quality service, Staff fully supports this Award.

PROPOSED MOTION: "I move to approve Resolution 2022-55 and award the design of the Captains Bay Road Waterline Extension Project to Regan Engineering, P.C., the City's long time designer of record."

CITY MANAGER COMMENTS:

ATTACHMENTS:

- Proposal from Regan Engineering, P.C.
- Form of Agreement
- Approved Sole-Source Request

City of Unalaska
Bob Cummings, P.E., City Engineer
P.O. Box 610
Unalaska, AK 99685-0610

October 14, 2022

Subject: Engineering Services Proposal
Captains Bay Road, Water Utility Design

The following is a proposal for providing engineering services to design water utilities along Captains Bay Road from Westward Seafoods, Inc. (WSI) to the future Trident Seafoods development site (formally Bering Shai Rock and Gravel). The design will adhere to City and State standards with applicable Technical Memos developed as part of the HDL paving design. Piping will be routed along the existing Rights-of-Way. Utilities are broken into segments in the order prioritized below, understanding at a minimum the waterline from WSI to NPF will be part of the initial design package.

1. Design Water - Westward Seafoods, Inc, (WSI) to North Pacific Fuel (NPF). This segment contains the basic bid package with common items and is necessary to support designs of the other segments.
2. Design - Water NPF to Offshore Systems, Inc. (OSI)
3. Survey OSI to Trident Seafoods Development (Trident)
4. Design - Water OSI to Trident

Design includes the following:

Water:

- Connection to end of existing water main at WSI
- 16" DIP Water Main Extension
- Hydrants and Hydrant legs
- Service laterals
- End-of-Distribution (EOD) Building to test and control residual chlorine located at NPF
- HDPE Blowoffs located at NPF, OSI and Trident
- Meter Vault for service to NPF
- Combo Air-Vac Relief Valve Vault(s) as determined necessary
- Pyramid Creek Bridge Crossing
- ADEC Permit Application for Modifications to a Public Water System

Design will include all electrical and SCADA for the EOD building. The geotechnical investigation performed by HDL will be used to provide subsurface information for the WSI to OSI segment. Test pits will be excavated in the OSI to Trident segment.

Design will be premised on the following:

- The WSI to NPF water main will be included in a single set of contract documents, with other segments added as selected by the City;
- City provide all HDL Engineering electronic files, including CAD designs, specifications and surveys;
- City provide CAD compatible electronic files of recently installed electrical and control conduits and vaults;
- City provide heavy equipment and operator for excavation of testholes on the OSI to Trident segment;
- City pay direct costs for ADEC water permit application fees;
- City assist with electrical utility locates in OSI and LTL area for design survey;
- City is responsible for all land acquisitions, including easements or improvements located outside the current ROW necessary for the water blowoffs, EOD Building, OSI area, etc.;

- Designs exclude electrical transmission utilities (power supply), light poles, culverts, storm drains, paving, road realignment, signage or other improvements along Captains Bay Road;
- Design excludes all support work subsequent to bidding including construction contract administration, submittal reviews, general support including RFI responses, inspection, construction monitoring, preparation of as-built record drawings, ADEC permit submittals, etc.

Plats will be reviewed and information incorporated as necessary to define the existing ROW centerline, which will be used as the basis for stationing between WSI and OSI. Specifications will be based on creating Supplemental Conditions to the latest version of the ADOT Standard Specifications for Highway Construction. The initial WSI to NPF waterline design can be completed and ready to advertise for bids in March 2023. With unknown supply chain issues, it is likely construction would span between the 2023 and 2024 seasons. The ultimate design duration is dependent upon selected segments but all segments can be designed and ready for bid and construction in the 2024 season.

The product will be complete permitted and bid ready stamped contract documents sufficient to define the work and payment methods necessary for construction. Conformed drawings will be prepared to incorporate changes made during the bid process. All work will be accomplished in accordance with the terms and conditions of the City's standard agreement for engineering services. Based on the attached spreadsheet breakdown, services are proposed on a lump sum basis for a Not-to-Exceed amount as established for the selected segment(s). The total will not be exceeded without written approval by the City. We hope the aforementioned information is suitable to meet your needs. Please contact me if you have questions or require additional information.

Sincerely,
REGAN ENGINEERING, P.C.



Thomas Regan, P.E., Principal

Attachment; Cost Proposal Spreadsheet, PND Survey Proposal, BCI Proposal

City of Unalaska
CAPTAINS BAY ROAD - WATERMAIN DESIGN ENGINEERING SERVICES
Regan Engineering - Design Cost Estimate

DESCRIPTION	No. Shts	Regan (\$160/hr)		CAD Design (\$110/hr)		Electrical (Boreal Controls)	Survey (PND)	Markup on Subs (10%)	Subtotal	RUNNING TOTAL
		Hrs	Cost	Hrs	Cost					
GENERAL										
General Management, Meetings, 65% Review Iteration		120	\$19,200	24	\$2,640			\$264	\$22,104	
Cover Sheet, Index	1	16	\$2,560						\$2,560	
Legend, Notes	1	16	\$2,560						\$2,560	
Survey Control	1	40	\$6,400	24	\$2,640			\$264	\$9,304	
Key Map	1	16	\$2,560	16	\$1,760			\$176	\$4,496	
Project Manual		60	\$9,600						\$9,600	
ADOT Supplemental Conditons, General, Water		120	\$19,200						\$19,200	
ADEC Permit Appl- Mods to Public Water System		40	\$6,400						\$6,400	
Bid Support, Addenda, Pre-Bid Meeting		80	\$12,800						\$12,800	
Prepare Conformed Contract Documents		32	\$5,120						\$5,120	
WATER WSI to NPF										
Incorporate Plat Info, Establish Baseline		80	\$12,800	120	\$13,200			\$1,320	\$27,320	
Plan & Profile (50-scale)	4	64	\$10,240	60	\$6,600			\$660	\$17,500	
Plan & Profile (20-scale)	6	96	\$15,360	90	\$9,900			\$990	\$26,250	
Incorporate Electrical Conduit		8	\$1,280	8	\$880			\$88	\$2,248	
Details	4	32	\$5,120		\$0				\$5,120	
EOD Building (plus electrical sheets)	6	102	\$16,320	8	\$880	\$21,197		\$2,208	\$40,605	
Bridge Crossing	2	16	\$2,560	8	\$880			\$88	\$3,528	
NPF Meter Vault	1	40	\$6,400		\$0				\$6,400	
Blowoffs	1	24	\$3,840	8	\$880			\$88	\$4,808	
Site Visit (1-trip at \$14,000)		-	\$14,000		-			-	\$14,000	
Summary Sheets	3	36	\$5,760		\$0			\$0	\$5,760	
Engineers Construction Cost Estimate		12	\$1,920						\$1,920	
TOTAL WATER WSI to NPF	31	1,050	\$182,000	366	\$40,260	\$21,197	\$0	\$6,146	\$249,603	\$249,603
WATER NPF to OSI										
Plan & Profile (50-scale)	2	32	\$5,120	30	\$3,300			\$330	\$8,750	
Blowoff	1	12	\$1,920	4	\$440			\$44	\$2,404	
Detail - Connection Manhole	1	16	\$2,560		\$0			\$0	\$2,560	
Summary Sheets	1	8	\$1,280		\$0			\$0	\$1,280	
Engineers Construction Cost Estimate		12	\$1,920						\$1,920	
TOTAL WATER NPF to OSI	5	80	\$12,800	34	\$3,740	\$0	\$0	\$374	\$16,914	\$266,517

CBR - Captains Bay Road
WSI - Westward Seafoods, Inc.
NPF - North Pacific Fuel
OSI - Offshore Systems, Inc.
EOD - End-of-Distribution

City of Unalaska
CAPTAINS BAY ROAD - WATERMAIN DESIGN ENGINEERING SERVICES
Regan Engineering - Design Cost Estimate

DESCRIPTION	No. Shts	Regan (\$160/hr)		CAD Design (\$110/hr)		Electrical (Boreal Controls)	Survey (PND)	Markup on Subs (10%)	Subtotal	RUNNING TOTAL
		Hrs	Cost	Hrs	Cost					
Survey OSI to Trident							\$37,074	\$3,707	\$40,781	\$307,298
WATER OSI to Trident										
Research, Existing Record Drawings, As-builts		60	\$9,600	60	\$6,600			\$660	\$16,860	
Key Map	1	16	\$2,560	16	\$1,760			\$176	\$4,496	
Plan & Profile (50-scale)	5	120	\$19,200	60	\$6,600			\$660	\$26,460	
Plan and Profile (20-scale)	1	32	\$5,120	12	\$1,320			\$132	\$6,572	
Site Visits (2 ea. @\$14,000/ea), incl. hrs			\$28,000						\$28,000	
Summary Sheets	2	16	\$2,560		\$0			\$0	\$2,560	
Blowoff Pipe	1	32	\$5,120		\$0			\$0	\$5,120	
Engineers Construction Cost Estimate		8	\$1,280						\$1,280	
TOTAL WATER OSI to Trident	10	284	\$73,440	148	\$16,280	\$0	\$0	\$1,628	\$91,348	\$398,646
GRAND TOTAL										
	46	1,414	\$268,240	548	\$60,280	\$21,197	\$37,074	\$11,855	\$398,646	\$398,646

October 10, 2022

Mr. Thomas Regan, P.E.
Regan Engineering, P.C.
P.O. Box 889
Camas, WA 98607



Dear Tom:

Boreal Controls Inc. is pleased to provide this proposal for electrical and control systems engineering services for the Unalaska Captains Bay Rd Utility Project. We propose the following work plan for the project:

Scope of Work

Design Phase Services

Site Visits

No site visits will be required for the design phase of this project.

Meetings

BCI staff will participate in the following design team progress meetings to review and coordinate efforts. Participation will be through teleconference.

1. Coordination Teleconference
2. 100% Review Meeting

Bid Documents

BCI will prepare drawings and specifications for inclusion into a bid set of construction documents. Interim submittals for these documents will include 100% review submittal and final Construction Documents.

The construction documents will provide detailed drawings and specifications for the electrical systems needed to support the operation, monitoring, control and alarm annunciation systems for equipment to be installed and commissioned for this project.

Design of new control or IO panels will be included as necessary to connect equipment to the SCADA system.

BCI will coordinate with other design team members as needed to complete our work scope tasks.

Elements of the design submittals will consist of the following:

1. Drawings prepared in AutoCAD and plotted on 11"x17" paper using Regan Engineering, P.C. standard project title block.
2. Technical Specifications will be included in the drawing set.
3. Estimate of project construction cost.

100% Design Submittal

Design and submit a 100% design package, which includes drawings and specifications.

1. Drawings:
 - a) Control Panel Layouts
 - b) PLC IO Schematics
 - c) One Line Diagram
 - d) Floor & Site Plans
 - e) Elevations showing electrical equipment layout
 - f) Network Diagram
2. Technical specifications:
 - a) Component / Equipment specifications
 - b) Conduit and raceways specifications
 - c) Conductors and cabling specifications
 - d) PCIS specifications
3. Delivery Date: TBD

Final Bid Document

BCI will prepare final bid documents.

Delivery Date: TBD

PLC & SCADA System Development

BCI will provide engineering services for programming and configuration of the SCADA system including the following:

1. PLC / RTU programming
2. HMI Programming
3. SCADA / MTU Programming

Project Bidding

We will be available for a pre-bid teleconference and will provide written responses to bidder questions.

Construction Phase Services

(Not Included)

Construction phase services include submittal review, inspection, commissioning, training, and final record drawings. One trip to Unalaska is planned for these inspection and commissioning efforts.

Cost Proposal

We will complete the tasks in the work plan as described above, on a lump sum basis for a total amount of **\$90,756**. Breakdown of costs are as shown below:

Pump Station #9	\$7,684
NPF Pump Station #11	\$18,502
End of Distribution (EOD)	\$21,297
OSI Pump Station #12	\$22,264
Trident Pump Station #13	\$21,109

Additional labor for work outside of this scope will be invoiced at our published hourly labor rate. Additional expenses will be invoiced at cost plus a 10% markup.

Additional Procurement and Fabrication Services

BCI will provide procurement of control system components, Motor Starters, software and control panel fabrication services directly to the City of Unalaska under a separate contract. Upon completion of the design, we will be able to develop a cost estimate for this portion of the work.

Assumptions

The scope of work and fee proposal is based on the following assumptions:

1. The project will include the use of BCI's standard pump station panel but changed for CompactLogix. **NIC**

Exclusions

- Any equipment, installation of equipment, wiring, programming, or engineering services not explicitly included in this quotation.

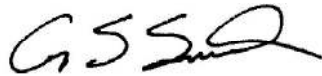
Additional Field Work

- If additional work is required, the cost will be \$1,700 per day for labor. Additional expenses will be billed at cost plus 10%.

Closure

Thank you for the opportunity to propose to work on this project. Please contact me if you have any questions or suggestions.

Sincerely,

A handwritten signature in black ink, appearing to read "GSS" followed by a stylized flourish.

Gregory S. Smith, P.E.
President
Boreal Controls Inc.

Boreal Controls, Inc.
Engineering Design Cost Estimate
 Water - Sewer Utilities, Captains Bay Road

ITEMS & DESCRIPTIONS	MATERIALS & EXPENSES				LABOR				COSTS				
	QTY	UNITS	COST EACH	ITEM COST	QTY	UNITS	RATE	ITEM COST	MATERIAL MARKUP	MATERIAL SUBTOTAL	LABOR CONTINGENCY	LABOR SUBTOTAL	SUBTOTAL
1 100% Design													\$90,756
				\$0				\$0	0.00%	\$0	0.00%	\$0	\$0
1				\$0		HOURS		\$0					
2				\$0		HOURS		\$0					
3				\$0		HOURS		\$0					
4				\$0		HOURS		\$0					
5				\$0		HOURS		\$0					
A LS #9				\$0				\$6,985	0.00%	\$0	10.00%	\$7,684	\$7,684
1 Project Management				\$0	2	HOURS	\$175	\$350					
2 AutoCAD coordination				\$0	2	HOURS	\$135	\$270					
3 Review 65% Design				\$0	4	HOURS	\$175	\$700					
4 Design - 100% Review Submittal				\$0	10	HOURS	\$175	\$1,750					
5 Specs - 100% Review Submittal				\$0	4	HOURS	\$175	\$700					
6 Principal Review				\$0	2	HOURS	\$195	\$390					
7 Final Submittal				\$0	4	HOURS	\$175	\$700					
8 Programming - PLC, HMI & SCADA				\$0	10	HOURS	\$160	\$1,600					
9 Cost Estimate				\$0	2	HOURS	\$175	\$350					
10 Bidding Services				\$0	1	HOURS	\$175	\$175					
B NPF PS #11				\$0				\$16,820	0.00%	\$0	10.00%	\$18,502	\$18,502
1 Project Management				\$0	4	HOURS	\$175	\$700					
2 AutoCAD coordination				\$0	4	HOURS	\$135	\$540					
3 Review 65% Design				\$0	6	HOURS	\$175	\$1,050					
4 Design - 100% Review Submittal				\$0	20	HOURS	\$175	\$3,500					
5 Specs - 100% Review Submittal				\$0	8	HOURS	\$175	\$1,400					
6 Principal Review				\$0	4	HOURS	\$195	\$780					
7 Final Submittal				\$0	8	HOURS	\$175	\$1,400					
8 Programming - PLC, HMI & SCADA				\$0	40	HOURS	\$160	\$6,400					
9 Cost Estimate				\$0	2	HOURS	\$175	\$350					
10 Bidding Services				\$0	4	HOURS	\$175	\$700					
C End of Distribution				\$0				\$19,270	0.00%	\$0	10.00%	\$21,197	\$21,197
1 Project Management				\$0	4	HOURS	\$175	\$700					
2 AutoCAD coordination				\$0	4	HOURS	\$135	\$540					
3 Review 65% Design				\$0	8	HOURS	\$175	\$1,400					
4 Design - 100% Review Submittal				\$0	30	HOURS	\$175	\$5,250					
5 Specs - 100% Review Submittal				\$0	10	HOURS	\$175	\$1,750					
6 Principal Review				\$0	4	HOURS	\$195	\$780					
7 Final Submittal				\$0	8	HOURS	\$175	\$1,400					
8 Programming - PLC, HMI & SCADA				\$0	40	HOURS	\$160	\$6,400					
9 Cost Estimate				\$0	2	HOURS	\$175	\$350					
10 Bidding Services				\$0	4	HOURS	\$175	\$700					
D OSI PS #12				\$0				\$20,240	0.00%	\$0	10.00%	\$22,264	\$22,264
1 Concept Design				\$0	8	HOURS	\$175	\$1,400					
2 Project Management				\$0	4	HOURS	\$175	\$700					
3 AutoCAD coordination				\$0	6	HOURS	\$135	\$810					
4 Review 65% Design				\$0	6	HOURS	\$175	\$1,050					
5 Design - 100% Review Submittal				\$0	30	HOURS	\$175	\$5,250					
6 Specs - 100% Review Submittal				\$0	8	HOURS	\$175	\$1,400					
7 Principal Review				\$0	4	HOURS	\$195	\$780					

Boreal Controls, Inc.
Engineering Design Cost Estimate
 Water - Sewer Utilities, Captains Bay Road

ITEMS & DESCRIPTIONS	MATERIALS & EXPENSES				LABOR				COSTS					
	QTY	UNITS	COST EACH	ITEM COST	QTY	UNITS	RATE	ITEM COST	MATERIAL MARKUP	MATERIAL SUBTOTAL	LABOR CONTINGENCY	LABOR SUBTOTAL	SUBTOTAL	
8 Final Submittal			\$0		8	HOURS	\$175	\$1,400						
9 Programming - PLC, HMI & SCADA			\$0		40	HOURS	\$160	\$6,400						
10 Cost Estimate			\$0		2	HOURS	\$175	\$350						
11 Bidding Services			\$0		4	HOURS	\$175	\$700						
E Trident PS #13			\$0					\$19,199	0.00%	\$0	10.00%	\$21,109	\$21,109	
1 Concept Design			\$0		8	HOURS	\$175	\$1,400						
2 Project Management			\$0		4	HOURS	\$175	\$700						
3 AutoCAD coordination			\$0		6	HOURS	\$135	\$810						
4 Design - 100% Review Submittal			\$0		30	HOURS	\$175	\$5,250						
5 Specs - 100% Review Submittal			\$0		8	HOURS	\$175	\$1,400						
6 Principal Review			\$0		4	HOURS	\$195	\$780						
7 Final Submittal			\$0		8	HOURS	\$175	\$1,400						
8 Programming - PLC, HMI & SCADA			\$0		40	HOURS	\$160	\$6,400						
9 Cost Estimate			\$0		2	HOURS	\$175	\$350						
10 Bidding Services			\$0		4	HOURS	\$175	\$700						
489														
TOTAL													\$90,756	

10/10/2022

Cost Estimate Breakdown



1506 W. 36th Ave.
Anchorage AK 99503

Job Description: **Unalaska- NPF to Trident Utility Extension**

Client: Regan Engineering

Phone: 360-903-5064

Email: tom@reganengineering.com

Scope of Work:

- | | |
|--------|---|
| Task 1 | Survey 100' +/- swath from start of OSI to far end of Trident site along ROW or travelled way for 1.1 miles. Include larger topographic area (5+/- acres) at Trident site (current gravel pit). Locate all underground utilities including water, sewer, storm, comms, electric, fuel, process, heating pipes, etc. Collect invert elevations at culverts, exposed pipes, manholes, etc. As-built all above ground features including structures, obstacles, sign posts, walls/fences, etc. |
| Task 2 | Coordinate with all private owners: OSI, Lynden Transport/Northland, Trident, etc. and locate/map all identifiable utilities within the survey boundaries. Include a Recon trip 1-man, for coordination with owners to research and locate utilities. |
| Task 3 | Survey a minimum of three ROW or property corners along City ROW north of the OSI property boundary as far north as North Pacific Fuel (the old Crowley Dock). |

Deliverables:

- | | |
|---|---|
| 1 | AutoCAD Civil 3D drawing containing a DTM surface, topographic break lines, record plat boundary lines, building linework, utility as-builts and survey points. |
| 2 | Comma delimited point file of survey points. |
| 3 | Stamped PDF plot plan with 1-foot contours, spot elevations, and descriptions. Show and identify property lines and platted information along entire alignment. |

Assumptions:

- | | |
|----|---|
| 1 | Survey control will be based on the Unalaska NAD83 ASP Zone 10 state plane control network. |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

10/10/2022

Cost Estimate Breakdown



1506 W. 36th Ave.
Anchorage AK 99503

Rate	Office Sr. Eng.	Office LS III	Office LS II	Office LS I	Field Crew 1	Field Crew 2	Field Crew 3	COSTS
	\$190.00	\$135.00	\$125.00	\$115.00	\$135.00	\$245.00	\$325.00	
Tasks								
Office Survey								
Project Administration	4							\$760.00
Coordination		8						\$1,080.00
Research & plat Computations		8						\$1,080.00
Research & Coordinate Locates		16		2		1		\$2,635.00
<i>Hours:</i>	4	32	0	2	0	1	0	\$5,555.00
Field Survey								
Mob & Demob						12		\$2,940.00
Project Control						4		\$980.00
Topographic/As-built Survey						28		\$6,860.00
Recon Trip-Utilities		50						\$6,750.00
<i>Hours:</i>	0	50	0	0	0	44	0	\$17,530.00
Deliverables								
Preliminary Deliverables		20						\$2,700.00
QA/QC Deliverables		4						\$540.00
Final Deliverables		4						\$540.00
								\$0.00
<i>Hours:</i>	0	28	0	0	0	0	0	\$3,780.00
Total Hours/Units	4	110	0	2	0	45	0	\$26,865.00
Cost	\$760.00	\$14,850.00	\$0.00	\$230.00	\$0.00	\$11,025.00	\$0.00	

Expenses	Units	Cost	Total
Flight - Round Trip from Anchorage to Dutch Harbor	3	1878	\$5,634.00
Accommodations	8	225	\$1,800.00
Per Diem Meals	10	103	\$1,030.00
Fuel	2	100	\$200.00
Vehicle Rental	7	135	\$945.00
Survey Consumables	1	100	\$100.00
Equipment Freight	2	250	\$500.00
			\$0.00
Subtotal:			\$10,209.00
Base Labor Price			\$26,865.00
Expenses			\$10,209.00
Total Cost			\$37,074.00

AGREEMENT FOR ENGINEERING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2022, by and between Regan Engineering, P.C. (hereinafter called "Engineer"), and the CITY OF UNALASKA (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Engineer to render consulting and related services for the performance of Water Utility Design for the **Captains Bay Road Waterline Project** and

WHEREAS Engineer represents that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Engineer will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Engineer

Engineer agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule and compensation is set out in Exhibits A-C of this Agreement.

2. Performance

Engineer agrees to perform the work described in Exhibit A- Scope of Services; however, the Engineer is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in Exhibit C – Fee Proposal without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in Exhibit B – Contract Schedule.

The work shall include but not be limited to the following: furnishing all equipment, transportation, per diem, travel, and supplies to perform all scopes of work that are authorized under their State of Alaska's Professional License, in connection with Water Utility Design for the City of Unalaska **Captains Bay Road Waterline Project**.

3. Fee

After receipt of a periodic billing for said services, the City agrees to pay Engineer as compensation for the services under this Agreement such sums of money as set forth in Exhibit C of this Agreement. The amount payable to the Engineer shall not exceed the amount specified in Exhibit C.

4. Payments

City agrees to make periodic payments to Engineer as services are performed and costs are incurred, provided Engineer submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each payment pending satisfactory completion of the work by Engineer. All invoices are otherwise due and payable within thirty (30) days of receipt by City. City shall pay Engineer for the services identified in Exhibit A the **Not to Exceed Total Fee of Three Hundred Ninety Eight Thousand, Six Hundred Forty Six Dollars (\$398,646)**. The Not to Exceed Total Fee is based on the

distribution of the Not to Exceed Total Fee between tasks set forth in Exhibit A. The portion of the Not to Exceed Total Fee billed and paid for Engineer's services shall be equal to the proportion of services actually completed for each task set forth in Exhibit A during the billing period to the fee total specified for that task.

5. Personnel

Engineer 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 Engineer for work hereunder.

6. Independent Engineer Status

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

7. Indemnification

Engineer shall defend and save harmless City or any employee, officer, insurer, or elected official thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of Engineer while performing under the terms of this contract.

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 subconsultants must agree to be bound by terms of this Agreement.

10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the **Director of Public Works, Tom Cohenour**, or such other person as he may designate in writing. Engineer shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Engineer in connection with this Agreement.

11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Engineer shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to

the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Engineer shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Engineer shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

12. Ownership and Use of Documents

Engineer agrees that all original design reproducible drawings, all pertinent calculations, specifications, reports, data, and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce, and use such documents for this project

13. Insurance

- A. During the term of the contract, the Engineer shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City.
- B. The Engineer shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.
- C. Prior to commencement of the work, the Engineer shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of contract requirements.
- D. The Engineer shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured

employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.

2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
 3. Commercial Automobile Liability on all owned, non-owned, hired, and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
 4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
 5. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
 6. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
 7. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Engineer shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expense.
- F. All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Engineer agrees to maintain "claims made" coverage for a minimum of two years after project completion.
- G. If the Engineer employs subcontractors to perform any work hereunder, the Engineer agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City of Unalaska. This requirement is applicable to subcontractors of any tier.

14. Claims Recovery

Claims by City resulting from Engineer's failure to comply with the terms of and specifications of this contract 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 and no later than 10 days 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. Design changes required as a result of failure to comply with the applicable standard of care shall be performed by the Engineer without additional compensation.

15. Performance Standard

Services performed under this Agreement will be performed with reasonable care or the ordinary skill of the profession practicing in the same or similar location and under similar circumstances and shall comply with all applicable codes and standards.

16. 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, workers' 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. The Engineer and all subcontractors must comply with state laws related to local hire and prevailing wages.

17. 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 and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the Engineering services of this Agreement relate.

18. Reporting of Progress and Inspection

Engineer agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Engineer's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

This agreement is effective for a period of one (1) year from the date first shown above. The agreement may be extended by the mutual written agreement of City and Engineer.

21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Engineer as may be engaged in the performance of this Agreement.

22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates, and reports prepared by the Engineer. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

23. 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:
Tom Cohenour
City of Unalaska
Box 610
Unalaska, Alaska 99685

To Engineer:
Thomas Regan, P.E.
Regan Engineering, P.C.
PO Box 889
Camas, Washington 98607

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

24. Venue/Applicable Law

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

25. Attorney's Fees

In the event either party institutes any suit or action to enforce its right 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.

26. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, 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 City to enforce the same or any other provision in the event of any subsequent breach or default.

27. 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.

28. Entire Agreement/Modification

This agreement, including Exhibits A-C, and the Engineer's proposal dated October 14, 2022, 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 in duplicate on the respective date indicated below.

ENGINEER

CITY OF UNALASKA, ALASKA

By: _____
Thomas Regan, Its Owner

By: _____
_____, City Manager



MEMORANDUM

To: Chris Hladick, Interim City Manager
Through: Clay Darnell, Interim Finance Director
From: Tom Cohenour, Director of Public Works
Date: October 19, 2022
Re: Sole-Source Request – Regan Engineering, P.C.
Engineering Design Services – Westward to NPF Waterline Extension

The City of Unalaska Department of Public Works (DPW) is requesting approval to sole-source the Westward to NPF Waterline Extension engineering design work to Regan Engineering. DPW has used Regan Engineering for staff support services to assist us with a wide range of civil engineering needs for the past 30+ years. We've chosen Regan Engineering because of their in-depth knowledge of Unalaska in general and the City of Unalaska in particular. Tom Regan and his staff have always been professional, knowledgeable, and available. In this case, Regan Engineering is intimately familiar with this project due to his previous work as a subcontractor to HDL on the Captain's Bay Road project designing water and sewer sub-tasks.

On an annual basis, we formally review engineering services rate structures for senior engineers, inspectors, and project representatives. On an irregular (monthly, semi-annual) basis, we informally review the same. Regan Engineering consistently prices their engineering services at the most competitive level which is at or below those rates charged by all of the other engineering firms we've seen. Regan Engineering's rate for project management/construction engineering services is \$160/hour. Compared to the current engineering firms the City is working with, this rate is well below the rate we are being charged for the same level of service. For example, on the Captain's Bay Road project HDL Engineering's rates for senior level staff are \$195 and \$165/hour. The rate for Senior Engineers at Taku Engineering are \$208 & \$178/hour. The rate for Senior Engineers at Rentricity, Inc. (Microturbine design engineers) are \$250 and \$220/hour. Staff believes this sole-source request meets the criteria established in the City's Purchasing Policy #14-0803, section 1.h.i.A.3, "competition is determined to be inadequate after solicitation of a number of sources".

Mr. Regan's long relationship with the City and his intimate familiarity with the City's Department of Public Works and Department of Public Utilities have been beneficial in allowing Regan Engineering to more efficiently manage projects than other firms could. Quick turnaround on plans, specs, letters, and requests to appear before Council speaking on key issues has been outstanding.

Based on great service, expert knowledge, professionalism, and very competitive pricing, I recommend we to sole-source engineering design services for the Westward to NPF Waterline Extension Project to Regan Engineering.

Thank you for considering this Sole-Source request. If you approve, please sign and date below and return this document to me for our files. Thank you.

- Approved
- Not Approved

Finance Director

Clay A.
Darnell

Digitally signed by Clay A. Darnell
 DN: C=US, OU=Finance, O=City of Unalaska, CN=Clay A. Darnell,
 E=cdarnell@ci.unalaska.ak.us
 Reason: I am the author of this document
 Location: your signing location here
 Date: 2022.10.19 10:06:16-08'00'
 Foxit PDF Editor Version: 11.0.0

Date _____

- Approved
- Not Approved

City Manager

Chris

Digitally signed by Chris
 DN: C=US, OU=CMD, O=City of Unalaska, CN
 =Chris, E=chrisdock@ci.unalaska.ak.us
 Reason: I am the author of this document
 Location:
 Date: 2022.10.19 15:48:40-08'00'
 Foxit PDF Editor Version: 12.0.0

Date _____